

REDACTED

040007-21

Invoice

Viasys Utility Services, Inc.

135 Horizon Court
Lakeland, FL 33813

(863) 607-9988 * Fax (863) 577-0522

PA# 150544

DATE	INVOICE #
8/30/2003	509835

BILL TO
PROGRESS ENERGY PALM HARBOR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 1756 HIGHLAND CLUB CT TRANS#0966850-0463870

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHEET	EQUIP#	DATE	QTY	RATE	AMOUNT
Material OS-Mat...	RENTAL SERVICE CORP. MATERIAL HANDLING	164123... 164123...		6/24/03 6/24/03	1 756.88	██████ ██████	██████ ██████
Total						██████	██████

LIVE

1
2

DOCUMENT NUMBER DATE
08597 AUG-5-03

FPSC-COMMISSION CLERK

3

10-2/1
(1810)

Viasys Utility Services, Inc.

135 Horizon Court
Lakeland, FL 33813
(863) 607-9988 * Fax (863) 577-0522

150546

Invoice

DATE	INVOICE #
8/30/2003	509836

BILL TO
PROGRESS ENERGY HOLIDAY, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 3627 ORTONA DR TRANS#0955450-0510320

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	RENTAL SERVICE CORPORATION	164123...		8/19/03	1	[REDACTED]	[REDACTED]
OS-Ren...	RENTAL EQUIPMENT HANDLING FEE	164123...		8/19/03	482.57	[REDACTED]	[REDACTED]
Total						[REDACTED]	[REDACTED]

LINER
1
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10-2/1
(3 of 10)

Viasys Utility Services, Inc.

135 Horizon Court
Lakeland, FL 33813
(863) 607-9988 * Fax (863) 577-0522

Invoice

PAID 150547

DATE	INVOICE #
8/30/2003	509838

BILL TO
PROGRESS ENERGY PALM HARBOR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 3351 ENISGROVE BLVD TRANS#0953150-0469280

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	WOODY CO	22364		7/3/03	1	██████	██████
OS-Mat...	MATERIAL HANDLING	22364		7/3/03	76.32	██████	██████
Material	WOODY CO	22368		7/3/03	1	██████	██████
OS-Mat...	MATERIAL HANDLING	22638		7/3/03	127.2	██████	██████
Total						██████	██████

LINES
1
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*10-2/1
(5 of 10)*

Viasys Utility Services, Inc.

135 Horizon Court
 Lakeland, FL 33813
 (863) 607-9988 * Fax (863) 577-0522

Invoice

PAA 1505219

DATE	INVOICE #
8/30/2003	509841

BILL TO
PROGRESS ENERGY PALM HARBOR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 3918 EXECUTIVE DR TRANS#0970360-0473100

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE.	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	WOODY CO	22590		7/28/03	1	██████	██████
OS-Mat...	MATERIAL HANDLING	22590		7/28/03	72.5	██████	██████
Total						██████	██████

LINES
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*10-2/11
(791)*

Viasys Utility Services, Inc.

135 Horizon Court
 Lakeland, FL 33813
 (863) 607-9988 * Fax (863) 577-0522

PAID (50551)

Invoice

DATE	INVOICE #
8/30/2003	509842

BILL TO
PROGRESS ENERGY OLDSMAR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 4965 TURTLE CREEK TR TRANS#0977510-0464180

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	WOODYS CO	22637		7/30/03	1	██████	██████
OS-Mat...	MATERIAL HANDLING	22637		7/30/03	48.34	██████	██████
Total						██████	██████

LINES
 1.
 2

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*10-2/1
 19210*

PIKE

PIKE ELECTRIC, INC., P.O. BOX 868, MOUNT AIRY, NORTH CAROLINA 27030
 FAX 336-719-7453, TEL. 336-789-2171

INVOICE NO.	PAGE
492894	1 of 1

FLORIDA POWER CORPORATION
 2166 PALMETTO ST. CW 13
 CLEARWATER, FL 33765

ATTENTION: BARBARA FLIPPEN

INVOICE DATE
7/11/2003
PIKE JOB NUMBER
162-000

2003 Underground/ Contract No.51015

PA# 142189

JOB NAME	WORK ORDER NO.	EXTENSION	LINE#
20032671 CLNOL	W/E 7-6-03GAMEZ	[REDACTED]	1
TOTAL INVOICE		[REDACTED]	2

South Coastal Reliability - CW13

This Invoice is
 APPROVED FOR PAYMENT

Project / Task / Resource / Org. - Project Name / \$ Amount

20025937	REPLC	LOS	160379D - TRIP - REPLACE	[REDACTED]	5%	3
20032671	CLNOL	LOS	160379D - TRIP - OIL	[REDACTED]	95%	4

Signed: *M. Jucker UH* Date: *7/17/03*

10-16/1-1
 (10.17)

Pike Job No.: 162-000

2003 Underground/ Contract No.51015

INVOICE NO.	PAGE
492894	1 of 1

Project Name: 20032671 CLNOL

Work Order No.: W/E 7-6-03GA

Foreman: F. GAMEZ

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N	Abatement Charge (Per Man Hr.)	118.5	LN
N	Secondary Splice	2	1
N	Single Phase Transformer	1	2
			3
			4
		TOTAL CONSTRUCTION	
		TOTAL WORK ORDER:	5

10-16/1-1
(37 17)

PIKE

PIKE ELECTRIC, INC., P.O. BOX 868, MOUNT AIRY, NORTH CAROLINA 27030
 FAX 336-719-7453, TEL. 336-789-2171

INVOICE NO.	PAGE NO.
487561	1

FLORIDA POWER CORPORATION
 2801 W. HWY. 426
 OVIEDO, FL 32765

ATTENTION: MIKE EDKIN

INVOICE DATE
June 13, 2003
FOREMAN
RYAN WALSHINGHAM
PIKE JOB NUMBER
162-001

2002Underground/ Contract No. D8001920

C#51015
PA #139501

Project Name: TRIP APOPKA
 Work Order No.: W/E 9-22-02WALSING

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N	Delay Charge (Per Man-Hour)	117	
		TOTAL CONSTRUCTION	
		TOTAL WORK ORDER	
		TOTAL INVOICE	

APPROVED FOR PAYMENT

CHARGE TO: 20032671 INSPR LOS 60543D

SIGNED: *me*

SIGNED: _____

DATE: 6-27-03

RECEIVED
 JUL 03 2003

10-16/1-1
(68-17)

PIKE

PIKE ELECTRIC, INC., P.O. BOX 868, MOUNT AIRY, NORTH CAROLINA 27030
 FAX 336-719-7453, TEL. 336-789-2171

INVOICE NO.	PAGE NO.
487562	1

FLORIDA POWER CORPORATION
 2801 W. HWY. 426
 OVIEDO, FL 32765

ATTENTION: MIKE EDKIN

INVOICE DATE
June 13, 2003
FOREMAN
RYAN WALSHINGHAM
PIKE JOB NUMBER
162-001

2002Underground/ Contract No. D8001920

C # 51015
PA# 139493

Project Name: TRIP APOPKA
 Work Order No.: W/E 9-29-02WALSING

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N Delay Charge (Per Man-Hour)	104.5	[REDACTED]	[REDACTED] <i>LINE 1</i>
		TOTAL CONSTRUCTION	[REDACTED] <i>2</i>
		TOTAL WORK ORDER	[REDACTED] <i>3</i>
		TOTAL INVOICE	[REDACTED] <i>4</i>

APPROVED FOR PAYMENT

CHARGE TO: 203 2671 INSPR LOS 605430

SIGNED: *ME*

SIGNED: _____

DATE: 6-27-03

RECEIVED
 JUL 03 2003

10-16(1-1)
(9 or 17)

Viasys Utilities Services Inc.

Invoice

135 Horizon Ct
 Lakeland, FL 33813
 (863) 607-9988 FAX (863) 577 0522

DATE	INVOICE #
6/14/2003	105950-C

BILL TO
Progress Energy-Jamestown Terms-NET CASH C# 50800 PA# 139514

APPROVED FOR PAYMENT
 CHARGE TO: 2003 2671 CLNOL LOS 60543D
 SIGNED: me
 SIGNED: _____
 DATE: 6-27-03

CONTRACT #		MANAGER		PROJECT			
50800		Schulz/Teresa		20032671 CLNOL 60543D			
ITEM	DESCRIPTION	TIME SHEET	DATE	QTY	RATE	AMOUNT	LINE
Material	Sod		06-09-03	1			1
OS-Materi...	Material Handling		06-09-03	136.18			2
Material	Fill Dirt		06-09-03	1			3
OS-Materi...	Material Handling		06-09-03	235.4			4
OS-Electri...	electrician per hr 2002	645228	06-09-03	9			5
OS-Labor...	Laborer per hr 2002	645228	06-09-03	18			6
OS-1-Ton ...	1 ton truck per hr 2002	645228	06-09-03	9			7
OS-Trailer...	Trailer per hr 2002	645228	06-09-03	9			8
OS-Small ...	Small Tools Hourly	645228	06-09-03	9			9
OS-Invoic...	Invoice Markup	645228	06-09-03	585			10
OS-Labor...	Laborer per hr 2002	654059	06-09-03	30			11
OS-1-Ton ...	1 ton truck per hr 2002	654059	06-09-03	10			12
OS-Trailer...	Trailer per hr 2002	654059	06-09-03	10			13
OS-Small ...	Small Tools Hourly	654059	06-09-03	10			14
OS-Invoic...	Invoice Markup	654059	06-09-03	600			15
OS-Labor...	Laborer per hr 2002	654041	06-10-03	12			16
OS-1-Ton ...	1 ton truck per hr 2002	654041	06-10-03	6			17
OS-Trailer...	Trailer per hr 2002	654041	06-10-03	6			18
OS-Small ...	Small Tools Hourly	654041	06-10-03	6			19
OS-Invoic...	Invoice Markup	654041	06-10-03	240			20
OS-Labor...	Laborer per hr 2002	654042	06-10-03	9			21
OS-1-Ton ...	1 ton truck per hr 2002	654042	06-10-03	4.5			22
OS-Trailer...	Trailer per hr 2002	654042	06-10-03	4.5			23
OS-Small ...	Small Tools Hourly	654042	06-10-03	4.5			24
OS-Invoic...	Invoice Markup	654042	06-10-03	180			25
OS-Labor...	Laborer per hr 2002	654045	06-11-03	27			26
OS-1-Ton ...	1 ton truck per hr 2002	654045	06-11-03	9			27

RECEIVED

JUL 03 2003

Total

10-16(1-1
 (12/17)

Viasys Utilities Services Inc.

135 Horizon Ct
 Lakeland, FL 33813
 (863) 607-9988 FAX (863) 577 0522

Invoice

DATE	INVOICE #
6/14/2003	105950-C

BILL TO
Progress Energy-Jamestown Terms-NET CASH

CONTRACT #		MANAGER		PROJECT		
50800		Schulz/Teresa		20032671 CLNOL 60543D		
ITEM	DESCRIPTION	TIME SHEET	DATE	QTY	RATE	AMOUNT
OS-Trailer...	Trailer per hr 2002	654045	06-11-03	9		
OS-Small ...	Small Tools Hourly	654045	06-11-03	9		
OS-Invoic...	Invoice Markup	654045	06-11-03	540		
OS-Labor...	Laborer per hr 2002	645183	06-12-03	16.5		
OS-1-Ton ...	1 ton truck per hr 2002	645183	06-12-03	5.5		
OS-Trailer...	Trailer per hr 2002	645183	06-12-03	5.5		
OS-Small ...	Small Tools Hourly	645183	06-12-03	5.5		
OS-Invoic...	Invoice Markup	645183	06-12-03	330		
OS-Labor...	Laborer per hr 2002	645184	06-12-03	12		
OS-1-Ton ...	1 ton truck per hr 2002	645184	06-12-03	4		
OS-Trailer...	Trailer per hr 2002	645184	06-12-03	4		
OS-Small ...	Small Tools Hourly	645184	06-12-03	4		
OS-Invoic...	Invoice Markup	645184	06-12-03	240		
OS-Labor...	Laborer per hr 2002	645186	06-13-03	24		
OS-1-Ton ...	1 ton truck per hr 2002	645186	06-13-03	8		
OS-Trailer...	Trailer per hr 2002	645186	06-13-03	8		
OS-Small ...	Small Tools Hourly	645186	06-13-03	8		
OS-Invoic...	Invoice Markup	645186	06-13-03	480		
FINAL						
ENVIRONMENTAL				Total		

LINE
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10-16/1-1
 (82 017)

Viasys Utilities Services Inc.

135 Horizon Ct
 Lakeland, FL 33813
 (863) 607-9988 FAX (863) 577 0522

Invoice

DATE	INVOICE #
6/21/2003	105993-C

BILL TO
Progress Energy-Jamestown Terms-NET CASH
C# 50800 PA# 139644

APPROVED FOR PAYMENT
 CHARGE TO: 2003 2671 CLNOL 60543D
 SIGNED: (mc)
 SIGNED: _____
 DATE: 7-3-03

CONTRACT #	MANAGER	PROJECT
50800	Schulz/Teresa	20032671 CLNOL 60543D

ITEM	DESCRIPTION	TIME SHEET	DATE	QTY	RATE	AMOUNT
OS-Labor...	Laborer per hr 2002	645185	06-16-03	22		
OS-I-Ton ...	1 ton truck per hr 2002	645185	06-16-03	7.5		
OS-Trailer...	Trailer per hr 2002	645185	06-16-03	7.5		
OS-Small ...	Small Tools Hourly	645185	06-16-03	7.5		
OS-Invoic...	Invoice Markup	645185	06-16-03	440		
OS-Labor...	Laborer per hr 2002	654060	06-17-03	15		
OS-I-Ton ...	1 ton truck per hr 2002	654060	06-17-03	5		
OS-Trailer...	Trailer per hr 2002	654060	06-17-03	5		
OS-Small ...	Small Tools Hourly	654060	06-17-03	5		
OS-Invoic...	Invoice Markup	654060	06-17-03	300		
OS-Labor...	Laborer per hr 2002	645187	06-17-03	13.5		
OS-I-Ton ...	1 ton truck per hr 2002	645187	06-17-03	4.5		
OS-Trailer...	Trailer per hr 2002	645187	06-17-03	4.5		
OS-Small ...	Small Tools Hourly	645187	06-17-03	4.5		
OS-Invoic...	Invoice Markup	645187	06-17-03	270		
OS-Labor...	Laborer per hr 2002	654062	06-18-03	12		
OS-I-Ton ...	1 ton truck per hr 2002	654062	06-18-03	4		
OS-Trailer...	Trailer per hr 2002	654062	06-18-03	4		
OS-Small ...	Small Tools Hourly	654062	06-18-03	4		
OS-Invoic...	Invoice Markup	654062	06-18-03	240		
OS-Labor...	Laborer per hr 2002	654061	06-18-03	13.5		
OS-I-Ton ...	1 ton truck per hr 2002	654061	06-18-03	4.5		
OS-Trailer...	Trailer per hr 2002	654061	06-18-03	4.5		
OS-Small ...	Small Tools Hourly	654061	06-18-03	4.5		
OS-Invoic...	Invoice Markup	654061	06-18-03	270		
OS-Labor...	Laborer per hr 2002	654063	06-19-03			
OS-I-Ton ...	1 ton truck per hr 2002	654063	06-19-03			

LINE
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RECEIVED
 JUL 07 2003

ENVIRONMENTAL	Total
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10-16/1-1
 (15-10)

Viasys Utilities Services Inc.

135 Horizon Ct
 Lakeland, Fl 33813
 (863) 607-9988 FAX (863) 577 0522

Invoice

DATE	INVOICE #
6/21/2003	105993-C

BILL TO
Progress Energy-Jamestown Terms-NET CASH

CONTRACT #		MANAGER		PROJECT		
50800		Schulz/Teresa		20032671 CLNOL 60543D		
ITEM	DESCRIPTION	TIME SHEET	DATE	QTY	RATE	AMOUNT
OS-Trailer...	Trailer per hr 2002	654063	06-19-03	7	██████████	██████████
OS-Small ...	Small Tools Hourly	654063	06-19-03	7	██████████	██████████
OS-Invoic...	Invoice Markup	654063	06-19-03	280	██████████	██████████
OS-Labor...	Laborer per hr 2002	654064	06-20-03	24	██████████	██████████
OS-1-Ton ...	1 ton truck per hr 2002	654064	06-20-03	8	██████████	██████████
OS-Trailer...	Trailer per hr 2002	654064	06-20-03	8	██████████	██████████
OS-Small ...	Small Tools Hourly	654064	06-20-03	8	██████████	██████████
OS-Invoic...	Invoice Markup	654064	06-20-03	480	██████████	██████████
ENVIRONMENTAL				Total ██████████		

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10-16/1-1
 16.0.17

Viasys Utility Services, Inc.
 135 Horizon Court
 Lakeland, FL 33813
 (863) 607-9988 * Fax (863) 577-0522

PA# 150547

Invoice

DATE	INVOICE #
8/30/2003	509838

BILL TO
PROGRESS ENERGY PALM HARBOR, FL

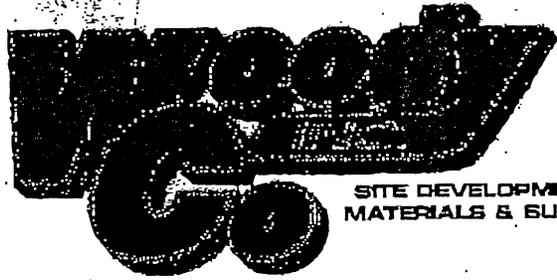
JOB AND STATUS
TRIP OIL SPILL 08/03 3351 ENISGROVE BLVD TRANS#0953150-0469280

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material OS-Mat...	WOODY CO MATERIAL HANDLING	22364		7/3/03	1	██████	██████
		22364		7/3/03	76.32	██████	██████
Material OS-Mat...	WOODY CO MATERIAL HANDLING	22368		7/3/03	1	██████	██████
		22638		7/3/03	127.2	██████	██████
CONFIDENTIAL							
Total						██████	██████

LINES
 1
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*10-17/1
 (1 or 16)*



SITE DEVELOPMENT
MATERIALS & SUPPLY

STONE • MULCH • GRAVEL
"PICK UP OR DELIVERY"

1234 US ALT 19
HOLIDAY, FL
(727) 937-1658

Bill To Ways Utilities Services Division 4121 Saint Lawrence Dr. New Port Richey, FL 34655			Ship To		
Invoice No	Date	Terms	P.O. Number	Rep	Payment
22364	07/03/2003	Net 30	80 121635		
			Quantity	Rate	Amount
Fill Dirt			6	CONFIDENTIAL	
Received By <u><i>[Signature]</i></u> CUSTOMER ASSUMES RESPONSIBILITY FOR DAMAGES TO PROPERTY RESULTING FROM DELIVERIES MADE INSIDE OF CURB LINE				Sales Tax (6.0%)	Total

TRIP
INV 509838

LINES
1
2
3

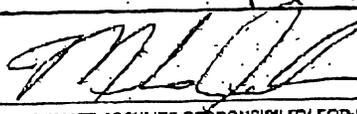
10-17/1
(3916)



SITE DEVELOPMENT
MATERIALS & SUPPLY

STONE • MULCH • GRAVEL
"PICK UP OR DELIVERY"

1234 US ALT 19
HOLIDAY, FL
(727) 937-1658

Bill To Verysa Utilities Services Division 4121 Saint Lawrence Dr. New Port Richey, FL 34655				Ship To		
Invoice No	Date	Terms	P.O. Number	Rep	Payment	
22368	07/03/2003	Net 30	80-12-1642	Joe		
Fill Dirt			Quantity	Rate	Amount	
TRIP INV			10	CONFIDENTIAL		
Received By 				Sales Tax (8.0%)		
CUSTOMER ASSUMES RESPONSIBILITY FOR DAMAGES TO PROPERTY RESULTING FROM DELIVERIES MADE INSIDE OF CURB LINE.					Total	

LINES

1

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3

10-17/1
(48/16)

Viasys Utility Services, Inc.
 135 Horizon Court
 Lakeland, FL 33813
 (863) 607-9988 * Fax (863) 577-0522

PAH / *150544*
C

Invoice

DATE	INVOICE #
8/30/2003	509835

BILL TO
PROGRESS ENERGY PALM HARBOR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 1756 HIGHLAND CLUB CT TRANS#0966850-0463870

OFFICE	MANAGER	DUE DATE	PROJECT	CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D	50800

ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	RENTAL SERVICE CORP	164123...		6/24/03		██████	██████
OS-Mat...	MATERIAL HANDLING	164123...		6/24/03	756.88	██████	██████

CONFIDENTIAL

LINE#
1
2

Total							██████
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3

10-17/1
(5 8/11)

RENTAL SERVICE CORPORATION 045
14144 66TH STREET NORTH
LARGO, FL 33771

RSC



Rental Service Corporation
A Company within the Atlas Copco Group

PAGE 01
MON-FRI: 7:00-5:00
CLOSED SAT & SUN
Emergency Phone #: 727-516-6728

727-536-2721
Page: 1

rentalservice.com

BILL TO ADDRESS

CUSTOMER NUMBER 504159
4 WEEK BILL
Inv dt: 6/17/03
VIASYS UTILITY SVCS INC
ACCOUNTS PAYABLE
206 SEMINOLE BLVD
LARGO, FL 33770

RENTAL AND SALES AGREEMENT

CONTRACT INVOICE: 16412373-001 * COPY *
DATE OUT 5/27/03 9:00 AM
DATE IN 6/24/03
REMIT TO:
P O BOX 840514
DALLAS, TX 75284

JOB SITE

JOB NUMBER - VIASYS UTILITIES
SAINT PETE BEACH, ST PET

WRITTEN BY CYCLE BILL	PURCHASE ORDER NUMBER 80-12-1357	ORDER BY / AGENT IVAN JORDAN	SALES REPRESENTATIVE FOUNTAIN, ROBERT E
JOB PHONE 727-585-5008	CUSTOMER PHONE 727-585-5008	DRIVERS LICENSE NUMBER	DATE AND TIME OF DELIVERY 5/23/03 9:00 AM

Qty	Unit #	Description	Min	Day	Week	4 Week	AMOUNT	Line
-----	--------	-------------	-----	-----	------	--------	--------	------

1 438045 RAMMER-GAS-2.7-3.2K FORCE

Make: WACKER Model: BS600 Ser #: 5238694
4800 I ACKNOWLEDGE RECEIPT OF THE "CUSTOMER SAFETY BULLETIN" FOR THIS EQUIPMENT AND UNDERSTAND THAT A REVIEW OF THE BULLETIN IS NECESSARY FOR THE SAFE OPERATION OF THIS EQUIPMENT.
INITIAL.....
Env Fee Rates Dy/Wk/Mo: 1.00/3.00/6.00

SALES ITEMS:

Qty	Item number	Description	Unit	Price	Amount
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA		
		DELIVERY CHARGE			

EQUIPMENT STILL OUT - RENTAL CONTINUES.

Sub-total: [REDACTED] 3
IZ Assurance: [REDACTED] 4
Tax: [REDACTED] 6
Total: [REDACTED] 13

BILLED FOR FOUR WEEKS 5/27/03 THRU 6/24/03 09 00 AM

TRIP INU 509835

Crabg. 585-5402

Damage waiver
Ino Total 8

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY US AT ONCE. MULTIPLE SHIFTS OR INVENTIVE RATE MAY APPLY. CUSTOMER IS RESPONSIBLE FOR MAINTENANCE AND SAFETY OF EQUIPMENT. THIS AGREEMENT IS SUBJECT TO THE SALES AND RENTAL AGREEMENTS AND SAFETY OF EQUIPMENT. THIS AGREEMENT IS SUBJECT TO THE SALES AND RENTAL AGREEMENTS AND SAFETY OF EQUIPMENT.

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

CUSTOMER ACKNOWLEDGES RECEIPT OF SAFETY DOCUMENTS AND UNDERSTANDS ALL APPLICABLE SAFETY AND OPERATING INSTRUCTIONS.

10-17/1

--Viasys Utility Services, Inc.

135 Horizon Court
Lakeland, FL 33813
(863) 607-9988 * Fax (863) 577-0522

150546

Invoice

DATE	INVOICE #
8/30/2003	509836

BILL TO
PROGRESS ENERGY HOLIDAY, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 3627 ORTONA DR TRANS#0955450-0510320

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	RENTAL SERVICE CORPORATION	164123...		8/19/03	1	[REDACTED]	[REDACTED]
OS-Ren...	RENTAL EQUIPMENT HANDLING FEE	164123...		8/19/03	482.57	[REDACTED]	[REDACTED]
Total						[REDACTED]	[REDACTED]

LINE
1
2

CONFIDENTIAL

3

10-17/1
(8 5816)

RENTAL SERVICE CORPORATION 048
 14144 88TH STREET NORTH
 LARGO, FL 33771



Return Service Requested

TEL: 727-536-2721

4 WEEK BILL
 INVOICE DATE: 8/12/03

RENTAL AGREEMENT

CONTRACT INVOICE #	16412373-003	
DATE OUT	7/22/03	9:00 AM
DATE IN	8/19/03	

3217
 VIASYS UTILITY SVCS INC
 ACCOUNTS PAYABLE
 206 SEMINOLE BLVD
 LARGO FL 33770-3617

CONFIDENTIAL

REMIT TO:
 PO BOX 840514
 DALLAS TX 75284-0514

JOB NUMBER	VIASYS UTILITIES
JOB SITE	SAINT PETE BEACH, ST PET

CUSTOMER # 504159

RETURN THIS PORTION WITH PAYMENT

WRITTEN BY CYCLE BILL	PURCHASE ORDER NUMBER 80-12-1357	ORDER BY/AGENT IVAN JORDAN	SALES REP FOUNTAIN, ROBERT E
JOB PHONE 727-585-5008	CUSTOMER PHONE 727-585-5008	DRIVERS LICENSE NUMBER	ESTIMATED RETURN DATE 5/28/03 9:00 AM

Qty	Unit	Description	Rate	Day	Week	Amount
1	438045	RAMMER-GAS-2.7-3.2K FORCE				
4800 I ACKNOWLEDGE RECEIPT OF THE "CUSTOMER SAFETY BULLETIN" FOR THIS EQUIPMENT AND UNDERSTAND THAT A REVIEW OF THE BULLETIN IS NECESSARY FOR THE SAFE OPERATION OF THIS EQUIPMENT. INITIAL..... Pay Fee Rates Dy/Wk/Mo: 1.0075 00/6.00						
SALES ITEMS:						
Qty	Item Number	Description	Unit	Price		
1	ERF	ENVIRONMENTAL RECOVERY FEE	EA			
DELIVERY CHARGE						
EQUIPMENT STILL OUT - RENTAL CONTINUES.						
Sub total:						
Tax:						
Total:						
BILLED FOR FOUR WEEKS 7/22/03 THRU 8/19/03 09:00 AM						
<i>TRIP</i> <i>INV 509836</i>						
IF THE EQUIPMENT DOES NOT WORK, MULTIPLE STARTS OR CUSTOMER IS RESPONSIBLE FOR PROPERLY NOTIFY THE OFFICE AT ONCE. OVERTIME RATES MAY APPLY. REFUELING, TIRE DAMAGE AND REPAIR.						

INVOICE #: 16412373-003 CUSTOMER #: 504159

- EZ Assurance will be charged absent proof of insurance listing Rental Service Corporation as the loss payee. EZ Assurance is NOT INSURANCE and does not cover upset, overturned, tire or overhead damage or accessory items regardless of fault.
- Customer must call to release equipment and is responsible for released equipment until it is picked up.
- Customer is fully responsible for the safekeeping, maintenance, damage to or theft of items rented.

Terms: Payment Due Upon Receipt of Invoice - Delinquency charges, at the maximum monthly rate allowed by law, will apply 30 days from the date of invoice. Collection fees for delinquent accounts, including attorney / collection agency fees and expenses incurred by Rental Service Corporation, are the responsibility of the customer.

Viasys Utility Services, Inc.

135 Horizon Court
Lakeland, FL 33813
(863) 607-9988 * Fax (863) 577-0522

~~PAA~~ 1505219 ✓

Invoice

DATE	INVOICE #
8/30/2003	509841

BILL TO
PROGRESS ENERGY PALM HARBOR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 3918 EXECUTIVE DR TRANS#0970360-0473100

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE.	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	WOODY CO	22590		7/28/03	1	██████	██████
OS-Mat...	MATERIAL HANDLING	22590		7/28/03	72.5	██████	██████
Total						██████	3

CONFIDENTIAL

Line
1
2

10-17/1
(11016)



SITE DEVELOPMENT
MATERIALS & SUPPLY

STONE • MULCH • GRAVEL
"PICK UP OR DELIVERY"

1234 US ALT 19
HOLIDAY, FL
(727) 937-1658

Bill To			Ship To			
Visys Utilities Services Division 4121 Saint Lawrence Dr. New Port Richey, FL 34655						
Invoice No	Date	Terms	P.O. Number	Rep	Payment	
22590	07/28/2003	Net 30	80-12-1857	Billy		
			Quantity	Rate	Amount	
Fill Dirt			6			
<p>TRIP INV 502841</p> <p>Received By <i>[Signature]</i></p> <p><small>CUSTOMER ASSUMES RESPONSIBILITY FOR DAMAGES TO PROPERTY RESULTING FROM DELIVERIES MADE INSIDE OF CURB LINE.</small></p>			Sales Tax (5.0%)		Total	

LINES

1

2

3

10-17/1
(12 of 16)

Viasys Utility Services, Inc.

135 Horizon Court
Lakeland, FL 33813
(863) 607-9988 * Fax (863) 577-0522

PAH (50551)

Invoice

DATE	INVOICE #
8/30/2003	509842

BILL TO
PROGRESS ENERGY OLDSMAR, FL

JOB AND STATUS
TRIP OIL SPILL 08/03 4965 TURTLE CREEK TR TRANS#0977510-0464180

OFFICE	MANAGER	DUE DATE	PROJECT				CONTRACT #
DIANA	MARK MOR...	NET CASH	20032671 CLNOL 60379D				50800
ITEM	DESCRIPTION	TIME SHE...	EQUIP#	DATE	QTY	RATE	AMOUNT
Material	WOODYS CO	22637		7/30/03	1	██████	██████
OS-Mat...	MATERIAL HANDLING	22637		7/30/03	48.34	██████	██████
Total							██████

CONFIDENTIAL

LINES
1
2

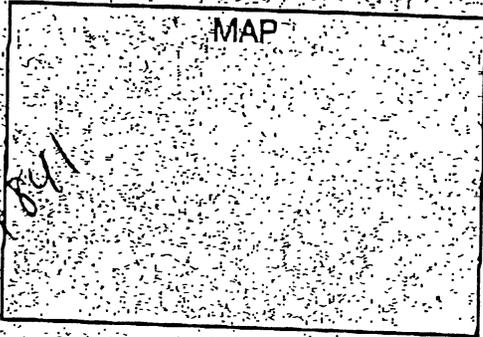
3

*10-17/1
(14 & 16)*



Woody's

Construction/Landscape Materials
1234 U.S. Alt. 19 • Holiday, FL 34691
937-1658 • 942-4541



Inv# ²²⁶³⁷ **N 33898**
Date ~~7/30/03~~
P.O. 80-12-1882
Ordered By _____
Terms Charge

DEST-ORIG: VIASYS TRIP INV 50

DELIVER TO: _____

MATERIAL	QUANTITY	UNIT PRICE	EXST. PRICE
Fill Dirt	4	15.00	[REDACTED]

LINES
1
2
3
4

Received By: [Signature]
Not liable for any damage to property whatsoever when delivery is made inside of curb line.

SUB TOTAL: [REDACTED]
TAX: [REDACTED]
DELIVERY: [REDACTED]
TOTAL: [REDACTED]

CYPRESS MULCH • PINE BARK • MASONRY SUPPLIES • TOP SOIL • GRAVEL

(91891) 10-17/11 16916

In paying Contractor for Work performed under this Contract when terminated for Owner's convenience, Owner will make payments to Contractor as follows:

- (1) If this Contract is terminated prior to Contractor's having commenced any Work or preparation for Work, no payment will be made to Contractor.
- (2) If this Contract is terminated after the Contractor has commenced mobilization or other off-site activities but prior to any performance of the authorized Work, Owner will pay Contractor the actual cost, including administrative and general overhead, of any preparation to perform the authorized Work that cannot be recovered by Contractor in future Work done for Owner or otherwise. This paragraph does not apply to engineering, design, fabrication or other off-site Contractor expenditures that are actually part of the Work rather than preparation to perform the Work.
- (3) If this Contract is terminated for Owner's convenience after commencement of the authorized Work, then except as provided in (4) below, Owner shall pay Contractor for Work performed prior to termination as follows:

Where Work is to be performed on a fixed-price basis, Contractor will be paid its actually incurred costs, including administrative and general overhead costs and demobilization costs, determined in accordance with generally accepted accounting principles consistently applied, plus an amount equal to [REDACTED] those costs to account for profit. Notwithstanding the above, Owner will not pay an amount for costs actually incurred which unreasonably exceeds the percentage of total costs as compared to the percentage of total Work completed prior to termination. In no event will Owner pay Contractor an amount that exceeds the fixed price nor for lost profits on Work not completed.

Lines

For Work, including demobilization, where payment is on a unit price basis, or a time-and-materials basis, Contractor will be compensated at the rates specified in the Contract. If profit is included in the authorized rates no additional payments will be made for anticipated profits; if profit is not included in the rates, the amount paid will be increased by [REDACTED] to account for profit. Notwithstanding the above, Owner will not pay for time worked by Contractor's employees which as a percentage of total anticipated hours to be worked unreasonably exceeds the percentage of Work completed prior to termination.

- (4) If (1) at the time of termination Contractor has prepared or fabricated any goods or purchased or leased any materials or equipment intended for subsequent incorporation into the Work, and (2) these goods or materials cannot be incorporated into any other Work for Owner or otherwise, then Contractor will be paid for the actual cost of the goods or materials.
- (5) Contractor agrees that it has an affirmative duty to mitigate all damages to it upon termination of the Contract. In no event shall Owner be responsible to pay Contractor for its anticipated profits or any sales commissions.
- (6) Contractor shall maintain adequate documentation to support its claim for payment. Any part of Contractor's claim that is not supported by adequate documentation will not be paid by Owner. Payment of the amounts specified above shall be Contractor's sole and exclusive remedy for termination of Work for Owner's convenience.

10-19/1-1
11/31

CONFIDENTIAL

ATTACHMENT A
 FEE SCHEDULE
 QORE, INC.
 for
 Progress Energy TRIP

These billing rates are for the sole use of Progress Energy companies and are effective through December 31, 2003.

PERSONNEL	REGULAR BILLING RATE	OVERTIME BILLING RATE
Senior Principal Consultant	[REDACTED]	[REDACTED]
Principal Consultant	[REDACTED]	[REDACTED]
Senior Consultant	[REDACTED]	[REDACTED]
Senior Engineer/Hydrogeologist	[REDACTED]	[REDACTED]
Senior Project Engineer/Hydrogeologist; Senior Ecologist	[REDACTED]	[REDACTED]
Project Engineer/Hydrogeologist	[REDACTED]	[REDACTED]
Associate Engineer/Hydrogeologist	[REDACTED]	[REDACTED]
Staff Engineer/Hydrogeologist/Specialist	[REDACTED]	[REDACTED]
CADD Operator/Technical Illustrator	[REDACTED]	[REDACTED]
Technician I - IV	[REDACTED]	[REDACTED]
Clerical/Text Processing	[REDACTED]	[REDACTED]
EQUIPMENT	BILLING RATE	
Computer/Text Processing/CADD Usage	[REDACTED]	[REDACTED]
Automotive Mileage	[REDACTED]	[REDACTED]
Company Vehicle	[REDACTED]	[REDACTED]
Sampling Equipment & Expendable Ground Water Samples plus Teflon Tubing plus Filters Soil Samples	[REDACTED]	[REDACTED]
Turbidity Meter	[REDACTED]	[REDACTED]
Photographic Equipment (includes film & developing)	[REDACTED]	[REDACTED]
OVA Instrument (FID)	[REDACTED]	[REDACTED]
Submersible Pump/Bladder pump	[REDACTED]	[REDACTED]
Centrifugal Pump	[REDACTED]	[REDACTED]
Generator	[REDACTED]	[REDACTED]
GT Landfill Gas Meter	[REDACTED]	[REDACTED]
Per Diem	[REDACTED]	[REDACTED]
PetroFlag Test or Calibration Standard, Clor-N-Soil or Clor-N-Oil Test	[REDACTED]	[REDACTED]
Survey Equipment	[REDACTED]	[REDACTED]
PVC Wellpoints (Hand Augered)	[REDACTED]	[REDACTED]
Coring Machine	[REDACTED]	[REDACTED]

Lines

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- 30

10-19/1-1
 2.9/21

Construction Materials Testing Services - Laboratory

Laboratory testing of concrete test specimens made by our technician in accordance with ASTM procedures and project specifications.

Lines

Testing	Each	[REDACTED]	1
Reserves not tested, including curing	Each	[REDACTED]	2
Mortar and grout cubes	Each	[REDACTED]	3
Flexural strength of concrete beams	Each	[REDACTED]	4
Asphalt extraction/gradation tests (ASTM D2172)	Each	[REDACTED]	5
Specific gravity tests	Each	[REDACTED]	6
Moisture density relationship of soils			
ASTM D-698 (Standard Proctor)	Each	[REDACTED]	7
ASTM D-1557 (Modified Proctor)	Each	[REDACTED]	8
Sieve Analysis			
Washed (200 sieve only)	Each	[REDACTED]	9
Unwashed	Each	[REDACTED]	10
Grain size analysis, mechanical & hydrometer (ASTM D-422)	Each	[REDACTED]	11
Atterberg limits determination (ASTM D-4318)	Each	[REDACTED]	12
Sample preparation	Each	[REDACTED]	13
Limerock Bearing Ratio	Each	[REDACTED]	14

Construction Materials Testing Services - Field

Engineering technician services for field testing as requested by owner, engineer, architect, or contractor, portal-to-portal, including such items as:

- Slump, temperature, air content, and unit weight of concrete
- Molding of concrete test cylinders, and unit weight of concrete
- Field density tests for compaction control
- Field monitoring of asphalt laying
- Test cylinders pick-up and transportation to laboratory
- Pickup of LBR and Proctor samples

Per Hour [REDACTED] 15

Senior engineering technician services for such items as:

- Asphalt and concrete plant inspection
- Asphalt and concrete coring
- Foundation inspection
- Proofrolling observation
- Floor Flatness
- Fireproofing

Per Hour [REDACTED] 16

Structural steel inspector (minimum 4 hours)

Per Hour [REDACTED] 17

CWI (minimum 4 hours)

Per Hour [REDACTED] 18

Nuclear equipment

Per Hour [REDACTED] 19

Density testing equipment

Per Hour [REDACTED] 20

Hand auger borings

Per Hour [REDACTED] 21

Generator rental

Per Day [REDACTED] 22

Coring equipment

Per Day [REDACTED] 23

Wilhelm-Skidmore rental

Per Day [REDACTED] 24

Diamond coring bit for:

 Asphalt, per inch dia. Per inch depth

Each [REDACTED] 25

 Concrete, per inch dia. Per inch depth

Each [REDACTED] 26

Test review and report evaluation

Per Hour [REDACTED] 27

Remarks

Services and fees not listed will be quoted upon request.

A minimum charge of 4 hours will be applied for all field services other than cylinder and sample pick-ups in town. WE CANNOT GUARANTEE SERVICE unless we are notified by 3:00 PM on the day before we are needed at your project.

Commercial transportation will be charged at cost plus 15%.

Standby time is considered time in excess of thirty minutes for field tests listed above and will be billed on a time and expense

10-19/1-1

Our invoices will reflect the actual work performed in accordance with QORE's Fee Schedule. Please note that the overall cost of any construction quality control program is dependent upon the contractor's scheduling, weather and other factors beyond our control.

Contractor is responsible for placing a curing box for concrete cylinders on site if necessary.

RESPONSIBILITIES

Our personnel will be experienced in the types of inspection being performed and will perform the inspection in accordance with project specifications and applicable standards of the industry in Florida. We do not have the authority to direct you or your subcontractors in the performance of your work or to authorize changes in the construction contract. We will bring to your attention any test results that indicate noncompliance with the contract documents. Much of the testing is performed on a random basis and is not necessarily a guarantee of the overall work product. The contractor is ultimately responsible for performing the work in accordance with the construction documents. Also, our firm accepts no responsibility for job-site safety, which is the sole responsibility of the contractor, but will abide by job site safety rules.

Terms

Expenses and other subcontracted services will be billed at [REDACTED]. There is a four-hour minimum charge per jobsite visit. For field testing or sampling services, personnel hours are charged for job preparation including specifications, drawings and lab data review, consultations with geologists/engineers, mobilization, travel time portal to portal, demobilization and documentation for reports. For time spent in depositions and/or court appearances, including preparation, multiply all above regular rates by 1.5. Overtime in excess of 8 hours on Monday through Friday, hours worked before 7:30 a.m. or after 5 p.m., and all hours worked on Saturdays, Sundays, and holidays will be charged at the overtime rates listed above. Invoicing will be on an end-of-calendar month basis. Payment is due upon receipt of invoice. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to a [REDACTED] [REDACTED] of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to QORE's attention within 10 days of receipt of invoice. Client will also pay any cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney-at-law.

Lines
1
2
3

10-19/1-1
21/31

PIKE

PIKE ELECTRIC, INC., P.O. BOX 868, MOUNT AIRY, NORTH CAROLINA 27030
 FAX 336-719-7453, TEL. 336-789-2171

INVOICE NO.	PAGE
519472	1 of 1

FLORIDA POWER CORPORATION
 2801 W. HWY. 426
 OVIEDO, FL 32765

ATTENTION: MIKE EDKIN

Q #37015
PA# 169248

INVOICE DATE
11/14/2003
PIKE JOB NUMBER
162-001

2003 Underground/ Contract No.51015

JOB NAME	WORK ORDER NO.	EXTENSION	Line
20032671 CLNOL 20032671 CLNOL 20023651 REPLC	W/E 11-9-03COOK-1 W/E 11-9-03COOK-2	 	1 2
TOTAL INVOICE		 	3

RECEIVED
 NOV 21 2003

APPROVED FOR PAYMENT

CHARGE TO: *As noted plus LOS 605430*

SIGNED: *ms*

SIGNED: _____

DATE: *11-19-03*

10-20/1
(10815)

Pike Job No.: 162-001

2003 Underground/ Contract No.51015

CONFIDENTIAL

INVOICE NO.	PAGE
519472	1 of 1

Project Name: 20032671 CLNOL

Work Order No.: W/E 11-9-03C

Foreman: CRAIG COOK

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N	Delay Charge (Per Man Hr)	73.5	[REDACTED] ^{LIVE} 1
N	OT Premium Charge (Per Man Hr)	7.5	[REDACTED] 2
TOTAL CONSTRUCTION			[REDACTED] 3
TOTAL WORK ORDER:			[REDACTED] 4

20023651 REPLC

Project Name: ~~20032671 CLNOL~~

ME

Work Order No.: W/E 11-9-03C

Foreman: CRAIG COOK

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N	Delay Charge (Per Man Hr)	24	[REDACTED] 5
N	Secondary Splice	1	[REDACTED] 6
N	Single Phase Transformer	5	[REDACTED] 7
TOTAL CONSTRUCTION			[REDACTED] 8
TOTAL WORK ORDER:			[REDACTED] 9

CONFIDENTIAL

10-20/1
(20315)

PIKE

PIKE ELECTRIC, INC., P.O. BOX 868, MOUNT AIRY, NORTH CAROLINA 27030
FAX 336-719-7453, TEL. 336-789-2171

INVOICE NO.	PAGE
479268	1 of 1

FLORIDA POWER CORPORATION
 2166 PALMETTO ST. CW 13
 CLEARWATER, FL 33765

ATTENTION: BARBARA FLIPPEN

INVOICE DATE
5/2/2003
PIKE JOB NUMBER
162-000

2003 Underground/ Contract No. D8001920

JOB NAME	WORK ORDER NO.	EXTENSION	Line
20032674	WE-4-27-03WRIGHT	[REDACTED]	1
20025937	WE-4-27-03WRIGHT 2	[REDACTED]	2
20025397 REPLC	WE-4-27-03WRIGHT 3	[REDACTED]	3
TOTAL INVOICE		[REDACTED]	4

20025397 REPLC LOS 603790 [REDACTED] TRIP - REPLACE 4

20032671 CLNSL LOS 603790 [REDACTED] TRIP - 3 3000.47

B. Flynn 5/14/03

Pike Job No.: 162-000

2003 Underground/ Contract No. D8001920

INVOICE NO.:	PAGE:
479268	1 of 1

Project Name: 20032671

Work Order No.: W/E 4-27-03W

Foreman: BRIAN WRIGHT

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N Abatement Charge (per man hr.)	63	[REDACTED]	L/A 1
TOTAL CONSTRUCTION			2
TOTAL WORK ORDER:			[REDACTED]

Project Name: 20025937

Work Order No.: W/E 4-27-03W

Foreman: BRIAN WRIGHT

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N Delay Charge (Per Man-Hour)	4.5	[REDACTED]	4
TOTAL CONSTRUCTION			5
TOTAL WORK ORDER:			6

Project Name: 20025397 REPLC ✓

Work Order No.: W/E 4-27-03W

Foreman: BRIAN WRIGHT

UNIT	NO. OF UNITS	LABOR	EXTENSION
CONSTRUCTION			
N Primary Elbow	2	[REDACTED]	7
N Secondary Splice	10	[REDACTED]	8
N Single Phase Transformer	7	[REDACTED]	9
TOTAL CONSTRUCTION			10
TOTAL WORK ORDER:			11

10-25/8 (4088)

Contract Amendment 00063950-001

File Edit Options Tools Help

Contract: 00063950 Amendment: 001 Contract Status & Date: ISSUED 03/28/02

Amended By: GOLDEW Executed: 05/24/02 Amendment Status & Date: ISSUED 05/24/02

Title: EXTEND END DATE OF CONTRACT PER USER DEPARTMENT REQUEST

Facility: FPC Fac Group: Company: 60 Project: Currency: USD

	Contract Value	Method	Effective Date Range	Vendor
Prior	[REDACTED]	NTE	05/10/01 - 05/30/02	125966-01
Amended	[REDACTED]		12/31/04	
New Value	[REDACTED]	<input type="checkbox"/> Not to Exceed		

Amendment Scope: Updated By & Date: [REDACTED]

Buttons: Create, Confirm, Resources

Footer: Click OLE icon to access word processing. Use button to create a new Amendment. TIMN340

LINES

1

2

CONFIDENTIAL

10-27/1

(2)

"ORIGINAL"

FLORIDA POWER CORPORATION
One Power Plaza
263 13th Avenue South
St. Petersburg, Florida 33701

CONFIDENTIAL

CONTRACT

"CONFIDENTIAL"

G0103310
(Number)

May 7, 2001
(Date)

This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

This contract is by and between Florida Power Corporation having its principal place of business at One Progress Plaza, St. Petersburg, Florida 33701, hereinafter called "Corporation" and
Southern Waste Services
8100 Park Blvd, Unit A-36
Pinellas Park, FL 33781
Attn: Peggy A. Weber

hereinafter called "Contractor".

WITNESS THAT:

In consideration of the mutual promises, covenants and agreements and other good and valuable consideration set forth herein, the parties agree that the Contractor shall furnish, perform, and deliver to the Corporation free from all defects and deficiencies and of good quality the services and other items set forth in the Contract Documents. The Rights and Obligations of the parties to this contract shall be subject to and governed by the following Contract Documents hereby made a part hereof as if fully set forth herein:

- Schedule - Attached hereto
- Appendix "A" - Technical Specifications (attached)
- Appendix "B" - General Terms and Conditions - Services (attached)
- Appendix "C" - Supplemental Terms (attached)
- Appendix "D" - FPC - Environmental Health and Safety On-Site Program (attached)
- Appendix "E" - SWS Rate Sheet dated 5/9/01 (attached)

LINE

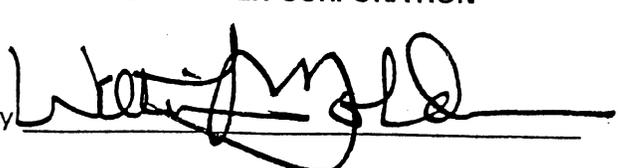
The value of this contract shall not exceed [REDACTED] nor be changed without the express prior written approval of the Florida Power Corporation's Purchasing and Contracting Department representative.

IN WITNESS WHEREOF, the parties hereto have entered into this contract on the day and year first herein above written.

SOUTHERN WASTE SERVICES

FLORIDA POWER CORPORATION

By 
Title Office Manager

By 
Title Principle Services Specialist

10-27/11

18. ADMINISTRATION

A. Pricing

Will be as specified on attached documents.

B. Invoices

Numbered invoices are to be sent to the individual and address noted in the Contract Schedule of this contract.

Invoices must be numbered and clearly reference the contract number and itemize all applicable billing rate quantities. All invoices with charges for hourly rates and equipment rental must be accompanied by time sheets signed and by authorized Company employee. A Company signed copy of all material invoices must accompany invoices for payment or credit.

The final invoice must be marked "final invoice", and be accompanied by a Contractor's Affidavit if any subcontractors were used.

Invoices may be submitted monthly. For firm price work scope, only completed milestones may be billed at the stated percent worth of the total contract amount. For time and material extra scope billing, the specified supportive information must be listed.

19. RETENTION

The Company may retain [REDACTED] of each invoiced amount. The Company reserves the right to increase retention in an amount reasonably calculated to offset claims asserted or to correct deficiencies in the performance of this contract. The amount to be retained will be calculated solely by the Company. Retention will be paid to the Contractor when the entire project is completed to the Company's satisfaction and after the Contractor has submitted the final quality report. Retention held for claims asserted and not resolved by the Contractor will be permanently withheld from the Contractor.

LINES
1

20. GUARANTEE

By accepting this contract, the Contractor agrees to replace or restore to the intended original quality standards, any defective goods or services which were provided by the Contractor for a period of one (1) year from the original date of installation. Replacement restoration under this guarantee will be performed at no cost to the Company.

The Contractor also guarantees to meet the contract schedule. If the Contractor fails to meet the contract schedule, the Contractor agrees to forfeit the actual damage incurred to the Company due to loss of Plant availability up to but not exceeding the [REDACTED] retention.

2

The Contractor will not be liable for damages due to schedule extension which is not the fault of the Contractor's performance such as undue delays caused by the Company or work scope changes requested by the Company which lengthen the schedule duration. However, the Contractor is again cautioned that safety violation delays and minor delays and hindrances which normally occur during work of this nature, will not be considered to relieve the Contractor of schedule damage liability.

21. CONTRACTOR EVALUATION

All contract services will be evaluated using the attached checklist as a basis.

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E.Rate

CONFIDENTIAL

SWS - ENVIRONMENTAL FIRST RESPONSE
NON ER EQUIPMENT & MISCELLANEOUS EXPENSES RATE SHEET

Quantity	Description	Rate	Per	Hours	Days	Weeks	Miles	Misc/ Exp Cost	Amount	Lines
OWNED EQUIPMENT & VEHICLES										
	Pick-up Truck	[REDACTED]	12 hr. day							1
	Pick-up Truck	[REDACTED]	week			0				2
	Supply Van, (contents extra)	[REDACTED]	12 hr. day		0					3
	Supply Van, (contents extra)	[REDACTED]	week			0				4
	Tractor w/ Roll Off Trailer (2 Box)	[REDACTED]	12 hr. day		0					5
	Tractor w/ Roll Off Trailer (2 Box)	[REDACTED]	week			0				6
	ROLL OFF TRUCK									
	Roll Off Truck	[REDACTED]	12 hr. day		0					7
	Roll Off Truck	[REDACTED]	week			0				8
	Roll Off Tank (4000 gal)	[REDACTED]	day		0					9
	Roll Off Tank (4000 gal)	[REDACTED]	week			0				10
	Roll Off Box (20 Cubic Yard)	[REDACTED]	day		0					11
	Roll Off Box (20 Cubic Yard)	[REDACTED]	week			0				12
	Roll Off Flatbed (25ft)	[REDACTED]	day		0					13
	Roll Off Flatbed (25ft)	[REDACTED]	week			0				14
	VACUUM TRUCK									
	Industrial Vacuum Truck (Liquid)	[REDACTED]	Hour							15
	Industrial Vacuum Truck (Liquid)	[REDACTED]	12 hr. day		0					16
	2500 - 4000 Gallon Liquid Truck	[REDACTED]	Hour							17
	2500 - 4000 Gallon Liquid Truck	[REDACTED]	12 hr. day		0					18
	2300 Gallon Combination	[REDACTED]	Hour							19
	2300 Gallon Combination	[REDACTED]	12 hr. day		0					20
	Vaccon Combination	[REDACTED]	Hour							21
	Vaccon Combination	[REDACTED]	12 hr. day		0					22
	Industrial Loader	[REDACTED]	Hour							23
	Industrial Loader	[REDACTED]	12 hr. day		0					24
	Guzzler (Predator)	[REDACTED]	Hour							25
	Guzzler (Predator)	[REDACTED]	12 hr. day		0					26
	SPECIALTY VEHICLES									
	High Pressure Water Jet	[REDACTED]	Hour							27
	High Pressure Water Jet	[REDACTED]	12 hr. day		0					28
	Dump Truck	[REDACTED]	Hour							29
	Dump Truck	[REDACTED]	Day		0					30
	Office Trailer	[REDACTED]	Day		0					31
	Mechanic Truck	[REDACTED]	Hour							32
	Mechanic Truck	[REDACTED]	12 hr. day		0					33
	Welding Truck	[REDACTED]	Hour							34
	Welding Truck	[REDACTED]	12 hr. day		0					35
	Hydroblaster (20,000 PSI)	[REDACTED]	Hour							36
	Hydroblaster (20,000 PSI)	[REDACTED]	12 hr. day		0					37
	Crane Truck	[REDACTED]	Hour							38
	Crane Truck	[REDACTED]	12 hr. day		0					39
	ANCILLARY EQUIPMENT									
	Frac Tanker	[REDACTED]	Day		0					40

E.Rate

SWS - ENVIRONMENTAL FIRST RESPONSE
 NON ER EQUIPMENT & MISCELLANEOUS EXPENSES RATE SHEET

Quantity	Description	Rate	Per	Hours	Days	Weeks	Miles	Misc/ Exp Cost	Amount	LINE
	Frac Tanker		Week			0				1
	Mini Frac Tanker		Day		0					2
	Mini Frac Tanker		Week			0				3
	Poly - Tank (500 Gal)		Day		0					4
	Poly - Tank (500 Gal)		Week			0				5
	Poly - Tank (1000 Gal)		Day		0					6
	Poly - Tank (1000 Gal)		Week			0				7
	Poly - Tank (3000 Gal)		Day		0					8
	Poly - Tank (3000 Gal)		Week			0				9
	Fast Tank (2300 Gal)		Day		0					10
	Fast Tank (2300 Gal)		Week			0				11
	Equipment Trailers (Contents extra)		Day		0					12
	Equipment Trailers (Contents extra)		Week			0				13
	Pressure Washers		12 hr. day		0					14
	Pressure Washers		Week			0				15
	Steam / Pressure Cleaners		12 hr. day		0					16
	Steam / Pressure Cleaners		Week			0				17
	Welder / Generator Combo		12 hr. day		0					18
	Welder / Generator Combo		Week			0				19
	Light Stands		Day		0					20
	Light Stands		Week			0				21
	Air Handlers (Portable)		12 hr. day		0					22
	Air Handlers (Portable)		Week			0				23
	Mercury Vacuum		Day		0					24
	HEAVY EQUIPMENT									
	Backhoe - Rubber Tire		12 hr. day		0					25
	Backhoe - Rubber Tire		Week			0				26
	Backhoe W/ Extended Hoe		Day		0					27
	Backhoe W/ Extended Hoe		Week			0				28
	Bobcat		Day		0					29
	Bobcat		Week			0				30
	Bulldozer		Day		0					31
	Bulldozer		Week			0				32
	Forklift, 4WD All Terrain		Day		0					33
	Forklift, 4WD All Terrain		Week			0				34
	Front End Loader		Day		0					35
	Front End Loader		Week			0				36
	Trackhoe (790) 1.5 yd		Day		0					37
	Trackhoe (790) 1.5 yd		Week			0				38
	Gradall		Day		0					39
	Gradall		Week			0				40
	PPE/EQUIPMENT/EXPENDABLES									
	PERSONNEL									
	EPA Level "D"		Man/Day		0					41
	EPA Level "C"		Man/Day		0					42

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E.Rate

SWS - ENVIRONMENTAL FIRST RESPONSE
 NON ER EQUIPMENT & MISCELLANEOUS EXPENSES RATE SHEET

Quantity	Description	Rate	Per	Hours	Days	Weeks	Miles	Misc/ Exp Cost	Amount	L#
	EPA Level "B" (plus expendables)	[REDACTED]	Man/Day		0					1
	EPA Level "A" (plus expendables)	[REDACTED]	Man/Day		0					2
	<u>EQUIPMENT</u>									
	Cascade System (two way)	[REDACTED]	Day		0					3
	Cascade System (two way)	[REDACTED]	Week			0				4
	Refill Air Cylinder	[REDACTED]	Cylinder							5
	Air Packs (SCBA/SKA)	[REDACTED]	Day		0					6
	Air Packs (SCBA/SKA)	[REDACTED]	Week			0				7
	Refill Air Pack	[REDACTED]	Bottle							8
	Confined space entry safety package	[REDACTED]	Day		0					9
	Confined space entry safety package	[REDACTED]	Week			0				10
	Scuba Equipment	[REDACTED]	Day		0					11
	Scuba Equipment	[REDACTED]	Week			0				12
	<u>EXPENDABLES</u>									
	Level "A" - limited use encapsulated suit	[REDACTED]	Each							13
	Respirator Cartridges	[REDACTED]	Pair							14
	Cascade System Re-fills	[REDACTED]	Bottle							15
	Duct Tape (non PPE Use)	[REDACTED]	Roll							16
	Hazard Tape (Area Security)	[REDACTED]	Roll							17
	Tyvek Suits	[REDACTED]	Each							18
	Tyvek Suits w/ hood	[REDACTED]	Each							19
	Tyvek Accessories	[REDACTED]	Case							20
	Saranex Suits	[REDACTED]	Each							21
	Barricade Suits (Level B)	[REDACTED]	Each							22
	<u>FIELD TESTING EQUIPMENT</u>									
	OVA Meter	[REDACTED]	Day		0					23
	Four Gas Meter	[REDACTED]	Day		0					24
	pH Meter	[REDACTED]	Day		0					25
	<u>MISCELLANEOUS</u>									
	Thief - 25 mil	[REDACTED]	Each							26
	Thief - 75 mil	[REDACTED]	Each							27
	Disposable Balers	[REDACTED]	Each							28
	Coliwasa	[REDACTED]	Each							29
	100 Sorbent Pads	[REDACTED]	Package							30
	100 Sorbent Pads (Chemical)	[REDACTED]	Package							31
	Visquene (Roll)	[REDACTED]	Roll							32
	Poly Bags	[REDACTED]	Roll							33
	Liner, Drum (Corregated)	[REDACTED]	Each							34
	Liner, Drum (Poly)	[REDACTED]	Each							35
	Liner, Drum (Chemical Resistant)	[REDACTED]	Each							36
	Liner, Dumpster (Roll - Off)	[REDACTED]	Each							37
	Liner, Dump Truck	[REDACTED]	Each							38
	<u>CONTAINERS</u>									
	55 Gallon Drum, Steel (17C) New	[REDACTED]	Each							39
	55 Gallon Drum, Steel (17E) New	[REDACTED]	Each							40

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SWS - ENVIRONMENTAL FIRST RESPONSE
NON ER EQUIPMENT & MISCELLANEOUS EXPENSES RATE SHEET

Quantity	Description	Rate	Per	Hours	Days	Weeks	Miles	Misc/ Exp Cost	Amount	<i>LMB</i>
	55 Gallon Drum, Steel (17H) New	██████	Each							1
	55 Gallon Drum, Steel (17E) Reconst.	██████	Each							2
	55 Gallon Drum, Steel (17H) Reconst.	██████	Each							3
	Salvage Drum, Steel (8 Gallon) New	██████	Each							4
	Salvage Drum, Steel (15 Gallon) New	██████	Each							5
	Salvage Drum, Steel (30 Gallon) New	██████	Each							6
	Salvage Drum, Steel (55 Gallon) New	██████	Each							7
	Salvage Drum, Steel (85 Gallon) New	██████	Each							8
	Salvage Drum, Steel (85 Gallon) Recon.	██████	Each							9
	Salvage Drum, Poly, (65 Gallon) New	██████	Each							10
	Salvage Drum, Poly, (85 Gallon) New	██████	Each							11
	Salvage Drum, Poly, (95 Gallon) New	██████	Each							12
	Salvage Drum, Poly, (85Gallon) Recon.	██████	Each							13
	Salvage Drum, Poly, (95 Gallon) Recon.	██████	Each							14
	PUMPS									
	8" Hydraulic / Centrifugal	██████	12 hr. day		0					15
	6" Hydraulic / Centrifugal	██████	12 hr. day		0					16
	4" Single, Double Diaphragm	██████	12 hr. day		0					17
	3" Single Diaphragm Pumps	██████	12 hr. day		0					18
	2" - 4" Transfer Pump	██████	12 hr. day		0					19
	3" Explosion Proof Acid Chemical Pump	██████	12 hr. day		0					20
	2" Teflon / Poly Chemical Pump	██████	12 hr. day		0					21
	6" Maserator Pump	██████	12 hr. day		0					22
	Diesel Peristaltic Pumps	██████	12 hr. day		0					23
	High Volume Transfer Pump (Petro)	██████	12 hr. day		0					24
	High Volume Transfer Pump (Chemical)	██████	12 hr. day		0					25
	HOSES									
	Petroleum (2" and 3")	██████	Foot		0					26
	Chemical (2" and 3")	██████	Foot		0					27
	BOATS									
	Large Work Boat w/ Trailer (above 23')	██████	12 hr. day		0					28
	Work Boat w/ Motor & Trailer (16' - 22')	██████	12 hr. day		0					29
	Punt or Small Row Boat (12' - 15')	██████	12 hr. day		0					30
	TOTAL									

Verified / Accepted, Client Representative	Date	Date

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Golden, William L

From: Peggy Weber [weberp@swsefr.com]
Sent: Wednesday, May 09, 2001 11:45 AM
To: 'william.l.golden@fpc.com'
Subject: FW: pricing.xls



FP - Pricing.xls

Bill,

I am forwarding a copy of our non emergency response rate schedule to you as requested. Any items not found on it will be charged off the E.R. rate schedule. [REDACTED]
If I can be of any further help please call.
Peggy

Lines

-----Original Message-----

From: Jim Weber, Jr. [SMTP:weberjr@swsefr.com]
Sent: Wednesday, May 09, 2001 11:25 AM
To: 'Peggy Weber'
Subject: RE: pricing.xls

P.Rate

CONFIDENTIAL

SOUTHERN WASTE SERVICES
NON ER LABOR RATE SCHEDULE

Lines

Name	Labor Classification	TIME		HOURS		RATE		AMOUNT		Total	Per Diem	Lines
		Start	End	ST	OT	ST	OT	Straight	Overtime			
	Project Manager			0.00	0.00	██████	██████	0.00	0.00	0.00		1
	Site H/S Supv.			0.00	0.00	██████	██████	0.00	0.00	0.00		2
	Supervisor			0.00	0.00	██████	██████	0.00	0.00	0.00		3
	Foreman			0.00	0.00	██████	██████	0.00	0.00	0.00		4
	Equipment Operator			0.00	0.00	██████	██████	0.00	0.00	0.00		5
	Tech II (40hr)			0.00	0.00	██████	██████	0.00	0.00	0.00		6
	CDL Driver					██████	██████					7
	Sampling Technician			0.00	0.00	██████	██████	0.00	0.00	0.00		8
	Welder (40hr)			0.00	0.00	██████	██████	0.00	0.00	0.00		9
	Mechanic (40hr)			0.00	0.00	██████	██████	0.00	0.00	0.00		10
	Marine Op. (< 25 ft)			0.00	0.00	██████	██████	0.00	0.00	0.00		11
	Marine Op. (Lic. Capt.)			0.00	0.00	██████	██████	0.00	0.00	0.00		12
	Trained Diver			0.00	0.00	██████	██████	0.00	0.00	0.00		13
	Field Clerk			0.00	0.00	██████	██████	0.00	0.00	0.00		14
	Office Administration			0.00	0.00	██████	██████	0.00	0.00	0.00		15

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Subject to the above conditions, all payments excluding final payment will be made not later than thirty (30) days after receipt of Contractor's invoice and all of the following have been completed:

A deduction of ten percent (10%) will be retained from the amount invoiced, except the invoice for retention. Retention will be invoiced separately by the Contractor and payment shall be made not later than thirty (30) days after receipt of the invoice and all of the following have been completed:

- (1) All Work has been completed and accepted by Owner, including outstanding punch list items, final cleanup, testing, demobilization, and receipt of all required documentation by Owner.
- (2) A correct invoice covering the Work has been presented to Owner.
- (3) A properly executed Contractor's Affidavit included as Attachment C to this Contract.

D. Overtime and Portal-to-Portal Pay

No payment will be made for time and expense in traveling to or from the job site. A workweek shall consist of seven (7) consecutive days, beginning Friday at midnight. As far as possible, Work will be scheduled for five consecutive eight (8) hour weekdays. Payments for Work over a specified number of hours, during certain hours of the day, or on certain days at rates higher than a specified straight-time rate shall only be made if both the hours for which the overtime rate is applicable and the rate itself are clearly specified in this Contract. Absent such agreement, all time shall be invoiced at the same rate regardless of the days or hours worked. In calculating any overtime payable to Contractor, only hours worked for Owner shall be considered.

E. Overbillings/Offsets/Credits/Refunds

Owner may charge and collect interest from Contractor on any overbillings, offsets, credits, or refunds that may become due to Owner under this Contract. Interest shall be paid at the rate of ~~_____~~ per annum. Interest shall cover the period of time from the date the overpayment, error or basis for refund or offset occurred to the date the amount is paid. Contractor may be notified of the overbilling by credit memorandum or by invoice. Payment of the total overbilling, offset, credit or refund plus interest shall become due to Owner immediately upon Contractor's receipt.

LINES
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2

SECTION 6. CHANGES

As soon as reasonably possible, not to exceed ten (10) calendar days from receipt of a request from Owner's Designated Representative, Contractor shall provide Owner with a fixed price quotation or cost estimate for any change under consideration by Owner, including any necessary adjustments to the schedule. Owner's Designated Representative may, at any time and without notice to any surety Contractor may have, provide Contractor with a written field directive to make changes in, additions to, or omissions from the authorized Work or the schedule, and Contractor shall promptly proceed with the performance of this Contract as so changed. Any field directive issued by Owner's Designated Representative shall only change the description of the Work or the schedule and shall not affect or change any other terms or conditions of this Contract. If Contractor becomes aware of a change in the Work or the schedule specified in this Contract that it feels is necessary, it shall request a written field directive for the proposed change. Any claim for equitable adjustment of the compensation as a result of the change, addition, or omission must be submitted to Owner within ten (10) calendar days from the date the written field directive is issued.

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In paying Contractor for Work performed under this Contract when terminated for Owner's convenience, Owner will make payments to Contractor as follows:

- (1) If this Contract is terminated prior to Contractor's having commenced any Work or preparation for Work, no payment will be made to Contractor.
- (2) If this Contract is terminated after the Contractor has commenced mobilization or other off-site activities but prior to any performance of the authorized Work, Owner will pay Contractor the actual cost, including administrative and general overhead, of any preparation to perform the authorized Work that cannot be recovered by Contractor in future Work done for Owner or otherwise. This paragraph does not apply to engineering, design, fabrication or other off-site Contractor expenditures that are actually part of the Work rather than preparation to perform the Work.
- (3) If this Contract is terminated for Owner's convenience after commencement of the authorized Work, then except as provided in (4) below, Owner shall pay Contractor for Work performed prior to termination as follows:

Where Work is to be performed on a fixed-price basis, Contractor will be paid its actually incurred costs, including administrative and general overhead costs and demobilization costs, determined in accordance with generally accepted accounting principles consistently applied, plus an amount equal [REDACTED]

[REDACTED] Notwithstanding the above, Owner will not pay an amount for costs actually incurred which unreasonably exceeds the percentage of total costs as compared to the percentage of total Work completed prior to termination. In no event will Owner pay Contractor an amount that exceeds the fixed price nor for lost profits on Work not completed.

For Work, including demobilization, where payment is on a unit price basis, or a time-and-materials basis, Contractor will be compensated at the rates specified in the Contract. If profit is included in the authorized rates no additional payments will be made for anticipated profits; if profit is not included in the rates, the amount paid will be increased by [REDACTED]. Notwithstanding the above, Owner will not pay for time worked by Contractor's employees which as a percentage of total anticipated hours to be worked unreasonably exceeds the percentage of Work completed prior to termination.

- (4) If (1) at the time of termination Contractor has prepared or fabricated any goods or purchased or leased any materials or equipment intended for subsequent incorporation into the Work, and (2) these goods or materials cannot be incorporated into any other Work for Owner or otherwise, then Contractor will be paid for the actual cost of the goods or materials.
- (5) Contractor agrees that it has an affirmative duty to mitigate all damages to it upon termination of the Contract. In no event shall Owner be responsible to pay Contractor for its anticipated profits or any sales commissions.
- (6) Contractor shall maintain adequate documentation to support its claim for payment. Any part of Contractor's claim that is not supported by adequate documentation will not be paid by Owner. Payment of the amounts specified above shall be Contractor's sole and exclusive remedy for termination of Work for Owner's convenience.

Lines

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2

3

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The parties execute this Contract by their signature or the signature of their authorized agents.

SOUTHERN WASTE SERVICES

PROGRESS ENERGY SERVICE COMPANY, LLC
Not in its individual capacity but solely as agent for
PROGRESS ENERGY FLORIDA, INC.

BY: _____
NAME (printed): James Weber
TITLE: President
DATE: 10/13/03

BY: [Signature]
FOR SCOTT SIMERLY
Director, Supply Chain Management
Sourcing - Energy Supply
DATE: September 29, 2003

Indicate your Social Security Number (SS#) OR your Employer Identification Number (EIN). This number shall correspond with the Contractor name indicated above and shall be the same TIN under which you report income. COMPLETE ONLY ONE.

EIN 65-0183433 SS# _____

The Internal Revenue Service (IRS) requires us to obtain certain information from you to meet IRS Form 1099 reporting and filing requirements.

If you do not provide your correct Taxpayer Identification Number (TIN), your payments may be subject to backup withholding.

LINE
1

Under penalties of perjury, I certify that the TIN shown above is correct for the Contractor named.

(Contractor to fill in name and title)

is appointed as the person to whom all official correspondence to Contractor concerning this Contract should be directed.

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Progress Energy - Trips Project Rate Schedule

LINES CONFIDENTIAL

PERSONNEL RATES

	ST	OT
Supervisor	\$ [REDACTED]	\$ [REDACTED]
Foreman	\$ [REDACTED]	\$ [REDACTED]
Technician	\$ [REDACTED]	\$ [REDACTED]
Equipment Operator	\$ [REDACTED]	\$ [REDACTED]
Per Diem	\$ [REDACTED]	

1
2
3
4
5

**ST Rates for first 8 hours for projects and personnel started between 0600 and 1000

EQUIPMENT RATES

Bob Cat	\$ [REDACTED]	Per Project Per Day
Industrial Loader	\$ [REDACTED]	Per Hour
Vacuum Box	\$ [REDACTED]	Per Project Per Day
Roll Off Truck	\$ [REDACTED]	Per Hour
Equipment Trailers	\$ [REDACTED]	Per Project Per Day
EPA Level D	\$ [REDACTED]	Per Man Per Project
Cellular Phones	\$ [REDACTED]	Per Project Per Day
Stress Management (Liquids)	\$ [REDACTED]	Per Man Per Project
Pick Up Truck	\$ [REDACTED]	Per Hour
Duct Tape	\$ [REDACTED]	Per Roll
Flex Hose	[REDACTED]	
PVC-Hard Pipe	[REDACTED]	
Manifests	[REDACTED]	

6
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18

**Rates for any other equipment or materials necessary for project completion are found in Master Service Agreement

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TRM	Trench by machine, this includes all backfilling and standard compaction. Standard trench 36" cover and up to 36" in width.	[REDACTED]	1
TRH	Trench by hand, this includes all backfill and standard compaction. Standard trench 36" cover and up to 18" in width.	[REDACTED]	2
TD	Compact for density test. Used for open cut trenches across roadways, parking lots, and others where a test must be performed to return surface to required condition.		
TRADR	Adder for additional trench depth to be used when more than 36" of cover is required. (per foot of additional depth).		

Code	Item Description	Price Per Linear Foot	
TD	Compact for density (per ft). Standard trench up to 36"width.	\$ [REDACTED]	3
TRADR	Adder, trench depth (per ft). Standard trench up to 36"width.	\$ [REDACTED]	4

Jack and Bore

- Unit prices will include any and all hand digging and /or machine digging for bore pits and related hand digging work associated with bore.
- Surface restoration shall be included in the unit prices.
- Units for boring of large steel pipe have been deleted. If this service is needed, it will be handled as hourly, or bid priced per project.
- Unit prices are for Mole and Jack/Bore, PVC and/or Poly materials, and will include CIC (cable in conduit).

Code	Item Description	Price Per Linear Foot		
		Bore	Mole	
TJB2/TMH2	Bore/Mole 0" to 2" conduit	\$ [REDACTED] TJB2	[REDACTED] TMH2	5
TJB3/TMH3	" " 2 1/4" to 3" "	[REDACTED] / TJB3	\$ [REDACTED] / TMH3	6
TJB4/TMH4	" " 3 1/4" to 4" "	\$ [REDACTED] TJB4	\$ [REDACTED] TMH4	7
TJB6/TMH6	" " 4 1/4" to 6" "	[REDACTED] TJB6	\$ [REDACTED] / TMH6	8

Trenchless, Directional Boring

All boring shall be done in a manner as to prevent the accumulation or spreading of boring lubricant mixtures on the surface of the ground or with in the ground. Access pits and pumping or vacuum

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equipment shall be used as appropriate. Contractor shall be responsible for the removal and proper disposal of boring lubricants.

All boring equipment shall be equipped with appropriate pads or protective equipment to prevent damage or permanent marking of paved surfaces and minimize damage to landscaped areas.

Conduit runs shall be installed as straight and level as possible. Conduit shall not deviate more than one (1) foot vertically to two (2) feet horizontally from the path prescribed on the work order without FPC coordinator/inspector/engineering approval. Conduit depth shall not change to accommodate splicing, or at either end of a bore. Pits and open trenches shall be used as necessary for installations of sweeps into equipment or to a pole.

Ducts shall be attached to the bore rods in such a manner that they remain circular. They shall be sealed such that no drilling fluids or other materials enter the duct during pullback operations

Installed ducts must be free of any material that would cause obstruction.

Duct check is required for all ducts using the proper mandrel for the duct size being checked. A pull string shall be installed in all ducts unless cable is to be installed at the time of duct installation.

As built sketches showing actual location and depth shall be prepared by the contractor for all installations and furnished to the FPC inspector/coordinator.

The following work functions include duct fusing, installation of pull string and site restoration. When pulling multiple size ducts on the same run, the first duct shall be charged as the largest size installed. Subsequent ducts shall be charged at the adder rate for the applicable duct size.

- Unit price from point to point of reasonable entrance and exit of bore, and will include any and all bends. (Will not necessarily be total length of material installed).
- Unit price shall include any and all hand digging for unit (point to point) installation.
- Unit price will include contractor provided pull string. (Mule tape will be provided by FPC if required).

Code	Item Description	Price Per Foot		Lines
		Sections	Coils	
-----	0" to 2" single duct	\$ [REDACTED]	\$ [REDACTED]	1
	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	2
	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	3
BD3(S/C)1	2 1/4" to 3" single duct	\$ [REDACTED]	\$ [REDACTED]	4
BD3(S/C)2	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	5
BD3(S/C)3	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	6
BD5(S/C)1	3 1/4" to 5" single duct	\$ [REDACTED]	\$ [REDACTED]	7
BD5(S/C)2	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	8
BD5(S/C)3	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	9
BD6(S/C)1	6" single duct	\$ [REDACTED]	\$ [REDACTED]	10
BD6(S/C)2	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	11
BD6(S/C)3	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	12

10-27/2 (6)

-----6" SINGLE DUCT BORE GUARD 20' Sections	[REDACTED]	1
adder for 2nd duct	[REDACTED]	2
" " 3rd "	[REDACTED]	3
BD7(S/C)1 7" single duct	[REDACTED]	4
BD7(S/C)2 adder for 2nd duct	[REDACTED]	5
BD7(S/C)3 " " 3rd "	[REDACTED]	6
BD8(S/C)1 8" single duct	[REDACTED]	7
BD8(S/C)2 adder for 2nd duct	[REDACTED]	8
BD8(S/C)3 " " 3rd "	[REDACTED]	9

(S/C) S – Sections / C – Coils (i.e. BD3S1 – would be 2 1/4" to 3" single duct sectional conduit)

SET-UP CHARGE (Directional Boring):

This item allows for a set-up charge that will be added to each Directional Bore location. The charge is calculated by adding an additional forty (40) feet to each Directional Bore location at the per foot price for the applicable size. If multiple ducts are being installed at the same location, the set-up charge is based on the largest duct.

Cable and Conduit Placement

- Duct check is required for all conduits/ducts using the appropriate mandrel for the conduit size. Pull string shall be installed in all ducts unless cable is installed at the time of duct installation.
- Unit price for cable placement is point to point, (i.e.: terminal pole to transformer, transformer to transformer, etc.) plus standard stub-up footage per work order. (Excessive stub up footage is not included).
- Conduit unit is point to point with bends included. (scrap not counted).
- Proper care and handling of all materials is required. **DO NOT** drag cables along ground/pavement, (place in trench). **DO NOT**, allow cables to be run over by vehicles. **DO NOT** kink cables. **DO NOT** allow cables ends to remain uncapped over night or for any extended period, (prevent water from entering cables). **DO NOT** allow to be installed, any cable that has been subject to abusive handling which may have caused damage to the cable (prevents future failure/outage). The proper handling of all materials to avoid losses and insure expected performance and life of the material used.

- P1 Refers to single phase primary cable #2 & #1/0 (single conductor.)
- P2 Refers to two phase primary cable #2 & #1/0 (single conductor.)
- P3 Refers to three phase primary cable #2 & #1/0 (single conductor.)
- P15 Refers to primary cable #4/0 and up to #500 KCMIL (single conductor.) Price is per phase.
- P19 Refers to primary cable #750 and up to #1000 KCMIL (single conductor.) Price is per phase.
- PT1 Refers to three phase primary cable #2 and #1/0 (all three cables bundled together on one reel.) Special care of cables is required.
- PT5 Refers to three phase primary cable #4/0 and up to #500 KCMIL (all three cables bundled together on one reel.) Special care of cables is required.
- PT9 Refers to three phase primary cable #750 and up to #1000 KCMIL (all three cables bundled together on one reel.) Special care of cables is required.
- S1 Refers to UG wrapped secondary conductors, services, area/street lighting conductors, and communications lines. Price is for 1st conductor installed in trench.

1027/2 (7)

- S2 Refers to UG wrapped secondary conductors, services, area/street lighting conductor, and communications lines. Adder is per additional cable installed.
- DD Install 1" to 3" PVC conduit in open trench.
- DDP Install 1" to 3" coiled Poly duct in open trench.
- D45 Install 4" to 5" PVC conduit in open trench.
- D45P Install 4" to 5" coiled Poly duct in open trench.
- D6 Install 6" PVC conduit in open trench.
- D6P Install 6" coiled Poly duct in open trench.
- D6PS Install 6" sticks, Poly duct in open trench.**
- D7 Install 7" sticks, Poly duct in open trench.**

**Requires fusing or coupling of sticks, other than glued

- CIC15 Install 1 3/4" or smaller CIC (cable in conduit) in open trench.
- CIC23 Install 2" to 3" CIC (cable in conduit) in open trench.

Code	Item Description	Price Per Foot	Lines
P1	Place cables in open trench. #2-1/0 single phase primary	[REDACTED]	1
P2	Place cables in open trench, #2-1/0 two phase primary (single conductor)	[REDACTED]	2
P3	Place cables in open trench, #2-1/0 three phase primary (single conductor)	[REDACTED]	3
P15	Place cables in open trench, #4/0 - #500 KCMIL (single conductor) Price is per Phase.	[REDACTED]	4
P19	Place cables in open trench. #500 - #1000 KCMIL (single conductor) Price is per Phase.	[REDACTED]	5
PT1	Place cables in open trench. #2-1/0 three phase primary	[REDACTED]	6
PT5	Place cables in open trench. #4/0 - #500 KCMIL three phase primary	[REDACTED]	7
PT9	Place cables in open trench. #750 - #1000 KCMIL three phase primary	[REDACTED]	8
S1	Place cables in open trench. Price is for 1 st conductor installed in trench.	[REDACTED]	9
S2	Place cables in open trench. Adder is per additional cable installed.	[REDACTED]	10
DD	Place conduit in open trench	[REDACTED]	11
DDP	Place Poly duct in open trench	[REDACTED]	12
D45	" conduit " " "	[REDACTED]	13
D45P	" Poly duct " " "	[REDACTED]	14
D6	" conduit " " "	[REDACTED]	15
D6P	Place Poly duct in open trench, coils	[REDACTED]	16
D6PS	" " " " " " sticks	[REDACTED]	17
D7	" " " " " " "	[REDACTED]	18
CIC15	Place CIC in open trench, coils	[REDACTED]	19
CIC23	" " " " " "	[REDACTED]	20

Cable Pulling and Handling

- Unit price is point to point, plus FPC standard stub for one end of pull. Stub up footage is to be recorded on the work order print.
- Maximum cable pulling tensions as specified by FPC Engineering shall not be exceeded. (special care of cable is required)

- FPC will furnish cable pulling compound, cable end caps, tape, color coding ties, and other consumables as is needed for the installation of conductors.
- When installing CIC or direct buried cable in conduit, the pulling cable codes will be used for the length of the conduit run (I.E. 120 feet from transformer 1X to 2X, 70 feet is direct buried and 50 feet is in conduit for road crossing. CC codes will only be applicable for 50 feet, the other 70 feet plus stub up will be paid utilizing the Cable and Conduit Placement codes.)
- All unit prices include setup time.

- CC1 Pull cables into existing conduit, single phase primary cables, #500KCM and smaller, CIC conductors, and all wrapped secondary cables up too and including #500KCM (three phase secondary cables are considered as wrapped).
- CC1L Pull cables into existing conduit, CIC conductors, single phase primary #750KCM and up to #1000 KCM.
- CC3S Pull cables in existing conduit, CIC conductors, three phase #500 KCM and smaller.
- CC3L Pull cables in existing conduit, CIC conductors, three phase primary cables #750KCM and up to #1000 KCM.

Code	Item Description	Price Per Foot	Lines
CC1	Pull cable in conduit	[REDACTED]	1
CC1L	" " " "	[REDACTED]	2
CC3S	Pull cable in conduit	[REDACTED]	3
CC3L	" " " "	[REDACTED]	4

Secondary Work Activities

- These units require a journeyman Electrician or journeyman Lineman to install. Always refer to Distribution Construction Specifications for all activities. These units describe activities that pertain to the make up and installation into equipment as well as connections for 600 volt work.

- SS1 Install splice, secondary, single phase. (3 conductors to splice)
Conductor sizes vary from #8 to # 500 kcm.
- SS3 Install splice, secondary, three phase, (4 conductors to splice).
Conductor sizes vary from #8 to # 500.
- PEDS Install secondary pedestals, all types and sizes (no makeup).
- TSC Tap up secondary and code, connect secondary, or service into equipment such as transformer or pedestal.
- G Install (drive) grounds per rod (routine conditions).

Code	Item	Unit Price	
SS1	Install splice single phase	[REDACTED]	5
SS3	" " three phase	[REDACTED]	6
PEDS	Install secondary pedestal	\$ [REDACTED]	7
TSC	Tap secondary and code	[REDACTED]	8
G	Install grounds per rod	\$ [REDACTED]	9

Equipment

(Load, Transport and Install)

- All installed equipment shall be installed on a compacted, level surface so as to remain level.
- All equipment shall be installed square to the surrounding area (i.e.: Street, Property Lines, Buildings, etc.)
- Sod is to be placed only when appropriate and will be at the sod unit price for the type of equipment. (Approval of FPC inspector is needed for sod installation.) Sod unit prices shall include the cost of the sod, labor, and transportation.
- Sod unit shall extend (cover) 36" from edge of pad around entire length, interlocking pattern.
- Stone is to be placed only when appropriate and will be at the stone unit price. (Approval of FPC inspector is needed for stone installation.)

- CBBC Large pull or splice box (88" X 58" X 76") accepts wire size 1/0 to 1000 KCMIL three phase, concrete with bottom, concrete or metal lids.
- CBOC Large pull or splice box (88" X 58" X 40") accepts wire size 1/0 to 1000 KCMIL three phase, concrete w/o bottom, concrete or metal lids.
- CBTC Mounting box or sleeve (24" X 43" X 18") used as mounting box for transformers (single phase) and secondary enclosures.
- CSSC Small splice box, concrete w/o floor (30" X 48" X 24") concrete or metal lids. Used with single or three phase cable, up to 4/0.
- SBP Small splice box, plastic (30" X 48" X 24") plastic lids. Used with single or three phase cable, up to 4/0
- PADS Concrete transformer pad, single phase. Used for single phase transformers and other various smaller equipment.
- PADL Concrete transformer pad, three phase. Used for medium and larger three phase transformers.
- CRST Install crushed stone in base of pull or splice box.

Code	Item Description	Unit Price		Lines
		Concrete	Fiberglass	
CBBC	Install 2 piece pull box w/ lid.	██████████	-----	1
CBOC	" 1 " " " " "	██████████	██████████	2
CBTC	Install mounting box or sleeve.	\$ ██████████	██████████	3
CSSC	Install splice box.	\$ ██████████		4
SBP	Install plastic splice box.	\$ ██████████		5
PADS	Install single phase pad.	\$ ██████████		6
PADL	" three " "	██████████		7
SODS	Install sod , small pad/equipment.	\$ ██████████		8
SODL	Install sod, large pad/equipment.	\$ ██████████		9
CRST	Install stone, pull or splice box (includes stone.)	\$ ██████████		10

Streetlight Poles

(Load, Transport and Install)

- All installed poles shall be installed on a compacted, level surface that is to final grade.
- All equipment shall be installed plumb to the surrounding area (i.e.: Buildings, etc.)

PLBC131	POLE*LUMINBILLNG*CONC13' DECO
PLBC15	POLE*LUMINBILLNG*CONC15'
PLBC150	POLE*LUMINBILLNG*CONC15' TYPE O
PLBC16	POLE*LUMINBILLNG*CONC16' OCTG'L EXP'D
PLBC16BS	POLE*LUMINBILLNG*CONC16' BLACK SMOOTH
PLBC16BSD	POLE*LUMINBILLNG*CONC16' BLKSMTH DLMNT
PLBC16S	POLE*LUMINBILLNG*CONC16' BLKSTHSMSANIBEL
PLBC16SD	POLE*LUMINBILLNG*CONC16' BLKSTHDMSANIBEL
PLBC16V	POLE*LUMINBILLNG*CONC16' (VICT)
PLBC16VD	POLE*LUMINBILLNG*CONC16' VIC II DUAL MNT
PLBC16W	POLE*LUMINBILLNG*CONC16' (WASHINGTON)
PLBC16WD	POLE*LUMINBILLNG*CONC16' WASHNGTN DLMNT

Code	Item	Unit Price	Lines
PLBC131	Install CONC13' DECO Pole		1
PLBC15	Install CONC15' Pole		2
PLBC150	Install CONC15' Type O Pole		3
PLBC16	Install CONC16' Octg'l Exp'd Pole		4
PLBC16BS	Install CONC16' Black Smooth Pole		5
PLBC16BSD	Install CONC16' Blksmth Dlmnt Pole		
PLBC16S	Install CONC16' Blksthmsanibel Pole		
PLBC1SD	Install CONC16' Blksthmsanibel Pole		
PLBC16V	Install CONC16' (Vict) Pole		
PLBC16VD	Install CONC16' VIC II Dual Mnt Pole		10
PLBC16W	Install CONC16' (Washington) Pole		11
PLBC16WD	Install CONC16' Washngtn Dlmnt Pole		12

Transformers and Switchgear
(Load, Transport and Install)

- TA1L and TA5L units. These are turn key make up units which require a Journeyman Lineman.
- Unit -- ABED install absorption bed, includes contractor furnished material and installation of curb barrier. Traffic barriers will be furnished by FPC and installed by the contractor with-in the unit price.

TA1L	Transformer assembly, single phase. Install transformer 120/240 V and all necessary hardware to energize equipment.
TA5L	Transformer assembly, three phase. Install transformer, 120/240V or 277/480V and all necessary hardware to energize equipment.
T1L	Install single phase transformer and tie down, no make up involved.
T5L	Install three phase transformer and tie down, no make up involved.
SWG	Install switch gear, all types, on in-place mounting box, no make-up

- involved.
- PTES Install primary termination enclosure, single phase, no make-up.
- PTEL Install primary termination enclosure, three phase, no make-up.
- ABED Install absorption bed, for oil filled, pad mounted equipment including switch gear and transformer, mainly in the three phase size.

Code	Item Description	Unit Price
TA1L	Install transformer assembly single phase.	\$ [REDACTED]
TA5L	" " " three "	\$ [REDACTED]
T1L	" " single phase.	\$ [REDACTED]
T5L	" " three phase up to 750 kva	\$ [REDACTED]
SWG	Install switch gear, all sizes/types.	\$ [REDACTED]
PTES	Install primary enclosure, small.	\$ [REDACTED]
PTEL	" " " , large.	\$ [REDACTED]
ABED	Install absorption bed.	\$ [REDACTED]

Lines

1
2
3
4
5
6
7
8

Sod Note: If sod is required, sod unit prices from the Equipment section will apply.

Primary

- Installation of these units shall require a qualified Journey Lineman.
- Material for these units will be furnished by FPC.
- Units are all inclusive of equipment required to perform work including tools.
- All splices, termination's, and installations where cable preparation is required, shall be tagged with the date, name of person performing work, and contractors name.

- TMP1 Install terminal pole riser, single phase termination. #2 up to and including #500KCM.
- TMP2 Install terminal pole riser, two phase termination. #2 up to and including #500KCM.
- TMP3 Install terminal pole riser, three phase terminations, #2 up to and including #4/0.
- TMP3L Install terminal pole riser, three phase terminations, #500 and up to and including #1000KCM.
- SP2 Install splice, primary, small, #2 and up to and including #4/0. Prepare and make 200 Amp straight splice.
- SP6 Install splice, primary, large, #500 and up to and including #1000mcm. Prepare and make 600 Amp straight splice.
- TE Install 200 A elbow terminator, #2 up to and including #4/0. Prepare and make 200 Amp termination.
- AE1L Install Elbow Arrester assembly in single phase equipment.
- AE3L Install Elbow Arrester assembly in three phase equipment.
- APS1L Install Park Stand Arrester assembly in single phase equipment.
- APS3L Install Park Stand Arrester assembly in three phase equipment.

Code	Item Description	Unit Price
TMP1	Primary riser on pole, single phase.	\$ [REDACTED]
TMP2	Primary riser on pole, two phase.	\$ [REDACTED]
TMP3	Primary riser on pole, three phase, small.	\$ [REDACTED]
TMP3L	" " " " " " , large.	\$ [REDACTED]

10
11
12

SP2	Splice, primary, #2 to # 4/0.
SP6	" " #500 to # 1000KCM
TE	Terminator, elbow, 200 Amp.
AE1L	Arrester elbow, single phase.
AE3L	Arrester elbow, three phase.
APS1L	Park Stand Arrester, one phase.
APS3L	Park Stand Arrester, three phase.

		Appendix Lines
\$	[REDACTED]	1
\$	[REDACTED]	2
\$	[REDACTED]	3
\$	[REDACTED]	4
\$	[REDACTED]	5
\$	[REDACTED]	6
\$	[REDACTED]	7

Well Point Systems

Note: Covered under the additional services section of the rate schedule.

Large Equipment

Note: Covered under the additional services section of the rate schedule.

Services

Stub-Up (De-energized)

Unit prices for Stub-Up services shall include, opening, closing, compacting of trench, surface restoration, installing of conduit and cable, installing in meter can with pre-bend, installing in secondary pedestal, transformer and/or installing pole riser cable and guard from below ground to 8' to 10' up on pole. Color code cable as required.

These unit prices cover cable sizes, #2, # 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	
SSUS	Service Stub-up small, 0' to 70'	[REDACTED] ea.	8
SSUL	" " large, 71' to 110'	[REDACTED] ea.	9
SSULL	" " long, 111' to 150'*	[REDACTED] ea.	

*over 150', a unit price of [REDACTED] per ft will apply for additional footage over 150'. This \$ [REDACTED] per foot unit price includes trenching, backfilling, restoration, and installation of cables & conduit. No other adders will apply. 11

Services

Make-Up (Energized)

Unit prices for Make-Up services shall include all the requirements for stub-up services and in addition shall include make-up to energize, including, make-up in meter can, secondary pedestals, transformer, splice at lot corner, and in addition shall include check-test of cable.

These unit prices cover cable sizes, #2, # 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	Lines
SMUS	Service make-up small, 0' to 70'	[REDACTED] ea	1
SMUL	" " large, 71' to 110'	[REDACTED] ea	2
SMULL	" " long, 111' to 150'*	[REDACTED] ea	3

*over 150', a unit price of [REDACTED] per ft will apply for additional footage over 150'. This [REDACTED] per foot unit price includes trenching, backfilling, restoration, and installation of cables and conduit. No other adders will apply.) 4

Additional Unit Prices for installation or make-up in energized equipment.

	Install	Install & Make-Up	
Pole riser service	[REDACTED]	[REDACTED]	5
<u>Make Hot:</u> Set Meter, Record, Hot		[REDACTED]	6

CONTRACTOR LABOR RATESHOURLY RATES :

The scheduled work – week shall refer to 40 productive hours worked by the contractor, Monday through Saturday. The specific scheduled workday shall be established by FPC. Overtime will require the authorization of the FPC designated representative or designee.

The determination to use hourly versus unit pricing shall be at the discretion of FPC management or designee.

Contractor crew headquarters will be specified by FPC. Crew time shall commence when the labor unit is prepared to work at the designated headquarters. As required, when work at a single job site requires a 40 hour week or more to complete, the crew headquarters for one or more crews may be changed until the work or project is complete.

Travel time for labor and equipment will be compensated at contract rates when moving from job site to job site, on time and equipment jobs only.

In the event work requirements necessitate daily work assignment changes, travel time will be paid from the designated crew headquarters to the job site and from the job site back to the designated crew headquarters. (When hourly rates are used.)

FPC will pay the Contractor for “show-up” time, up to two hours for labor charges only, for non-productive time caused by inclement weather during the first two hours of the scheduled workday. Time lost may be made up upon mutual agreement of a work schedule. (When hourly rates are used.)

If requested to “Standby”, FPC will pay the Contractor for labor and equipment at contract rates pending job or project assignments.

The labor unit size, composition, and equipment to be utilized will be specified by FPC management or designee. Except for “down time,” equipment assigned to a job will be invoiced at contract rates for the duration of the job.

Inoperative equipment will be defined as a piece of equipment not suitable for use. As long as the equipment is inoperative, FPC will not be liable for payment until it is either repaired or replaced.

PERSONNEL RATES

<u>Classification*</u>	<u>2001-2004 Rate Per Hour</u>	Lines
Superintendent	██████████	1
Crew Foreman ¹	██████████	2
Unit Leader ²	██████████	3

Machine/Trencher Operator	[REDACTED]	1
Driver	[REDACTED]	2
Laborer	[REDACTED]	3
Journeyman Electrician ³	[REDACTED]	4
Journeyman Lineman ⁴	[REDACTED]	5
Flagman	[REDACTED]	6
Cable/Conduit Bore Replacement Crew ⁶	[REDACTED]	7
Storeroom Attendant ⁷ (Weekly Rate)	[REDACTED]	8

Notes:

1. Should be "Working Foreman" if conditions warrant.
2. Responsible for complete project on small jobs (i.e. road crossings).
3. Will be responsible for working on energized equipment up to 600 volt. *Contractor to supply written qualification for each Electrician.*
4. Will be responsible for working on energized equipment and up to 35KV primary voltages. *This Classification must be a qualified Journeyman Lineman. Contractor to supply written qualification for each Electrician.*
5. Overtime rate [REDACTED] regular hourly rate for all personnel except Cable/Conduit Bore Replacement Crew. 9
6. Overtime rate [REDACTED] regular hourly rate for Cable/Conduit Bore Replacement Crew. 10
7. Storeroom Attendant rate is for a 40-hour workweek. Overtime if applicable will be charged at a rate of [REDACTED] per hour. 11
8. Personnel rates above are all-inclusive.

EQUIPMENT RATES

Equipment rates are all-inclusive and will be furnished with fuel. No billing will be submitted for inoperative equipment. Fueling and maintenance of equipment will be performed on contractor's time. All trenching units will have cable chutes and include trailers. All combo trenchers shall be equipped with backhoe.

[REDACTED]

12

<u>Item Description</u> Equipment	<u>2001-2004</u> <u>Hourly Rate</u>	Lines
Air Compressor (85-150 CFM, all hoses included)	[REDACTED]	1
Compactor - Jumping Jack	[REDACTED]	2
Compactor - Viber Plate	[REDACTED]	3
Crane (truck mounted, hydraulic, 14 ton or equivalent)	[REDACTED]	4
Jack Hammer w/bits	[REDACTED]	5
Missile (Bullet) (1" - 4" Capacity)	[REDACTED]	6
Pump, 3" (Mud and Trash Sucker with Suction Hose)	[REDACTED]	7
Roller, Asphalt (motorized)	[REDACTED]	8
Saw, Concrete (Street)	[REDACTED]	9
(Hand Hold)	[REDACTED]	10
Sod Cutter	[REDACTED]	11
Trailer, (1000 Steel Reel Capacity)	[REDACTED]	12
Trailer, Utility	[REDACTED]	13
Trailer, Conduit	[REDACTED]	14

Equipment (Continued)

	<u>2001-2004 Hourly Rate</u>	Lines
Back Hoe - Loader (12"-30" Bucket) with Trailer, 4 x 4	[REDACTED]	1
Back Hoe - Loader (12"-30" Bucket) with Trailer, 2 x 4	[REDACTED]	2
Back Hoe, Track (7/8 Yd. Bucket)	[REDACTED]	3
Front Loader, (1 1/2 Yd. or Equivalent)	[REDACTED]	4
Truck, 1/2T - 1 1/2T or Equivalent	[REDACTED]	5
Truck, 2T or above	[REDACTED]	6
Truck, Dump (5 Yd.-10 Yd. Capacity)	[REDACTED]	7
Dozier, Small	[REDACTED]	8
Sweeper, w/Tractor	[REDACTED]	9
Boom (Derrick) Truck	[REDACTED]	10
Aerial Bucket Truck, up to 36'	[REDACTED]	11
Aerial Bucket Truck, up to 50'	[REDACTED]	12
Box Blade w/Tractor	[REDACTED]	13

Trenchers

	<u>2001-2004 Hourly Rate</u>	
<u>Walk Behind</u> Trencher	[REDACTED]	14
<u>18 HP</u> Trencher	[REDACTED]	15
Combo Trencher	[REDACTED]	16
<u>30/40 HP</u> Trencher	[REDACTED]	17
Combo Trencher	[REDACTED]	18
<u>50/75 HP</u> Trencher	[REDACTED]	19
Combo Trencher	[REDACTED]	20



CONFIDENTIAL

Viasys, Inc.
510 E. Bay Street
Winter Garden, FL 34787

Attention: Mr. Thomas J. Guida

CONTRACT NO. 50800
AMENDMENT NO. 004
EFFECTIVE ~~August 20, 2002~~ July 15, 2002 *CRB*
AJH

By this Amendment, Progress Energy Service Company, LLC (not in its individual capacity, but solely as agent for Florida Power Corporation) offers to change the terms of the above-referenced Contract. This Amendment is governed by the terms and conditions of the above-referenced Contract. This Amendment offers to change the terms of the above-referenced Contract as follows:

Lines

Add a new service code for Meter Base Make-Up (MBMU) at a unit price of [REDACTED] Ach. This code will be used in conjunction with the Services Stub-Up codes (SSUS, SSUL and SSULL), when the service cable is terminated in a meter base.

All other terms in the Contract or other Contract Amendment(s) remain unchanged.

Next Paragraph Begins on the following Page-

as an hourly all inclusive rate. If the small tool rate is not provided, it will be understood to be included in the labor rate.

Small tool  /hr/crew

1

Contractor shall provide an equipment list of contractor owned equipment, with billing rates, available for the performance of this contract

Provide Equipment rental rates

Contractor shall provide mark-up rates for third party rental equipment utilized during the performance of this contract.

Mark up rate  %

Contractor shall provide mark-up rates for materials purchased and used during the performance of this contract. Examples: Sod, seed, fill dirt, miscellaneous consumables.

Mark up rate  %

3

Contractor shall provide mark-up rates for sub-contractors used during the performance of this contract. FPC must approve all sub-contractors prior to work being performed.

Mark up rate  %

4

Contractor shall provide mark-up rates for "third party" costs incurred during the performance of this contract. Examples: Disposal cost, tipping fees, labor broker, testing, etc.

Mark up rate  %

5

Contractor shall provide mileage rates for pick up and transportation of non-hazardous waste from FPC facilities not requiring Contractor clean up services. Mileage rate shall include all associated transportation related labor including mark-up. Billing will be from the contractor base location, other FPC or Non-FPC location acceptable to the FPC project manager, to the disposal facility and return to the contractor base location, other FPC or

10-27/2 (30)

Non-FPC location acceptable to the FPC project manager.

Mileage rate \$ [redacted] / mile

1

Contractor shall provide mark-up rates for labor utilized during the performance of this contract. This mark-up shall be all inclusive of insurance, workman's compensation, social security, fringes, overhead and profit, etc.

Mark up rate [redacted] %

2

Contractor shall provide a range of pay for each classification of employee to be utilized during the performance of this contract. Actual billing shall be at the individuals rate of pay plus a mark-up.

Provide list of classifications with pay range.

Contractor shall provide a Per Diem rate for employees performing contract activities requiring "out of town" stays. Contractor shall provide his policy for when / where per diem rates will apply. i.e.; distance from office, team base, etc.

Provide Per Diem rate / policy [redacted] per day, per employee 3

Contractor shall provide his travel policy for work areas requiring travel from his base location. Contractor may provide a flat travel charge for each FPC facility including clean-up activities within a 25 mile radius of the facility or define his policy. Contractor shall specify how labor, and equipment, will be billed during travel to and from work locations.

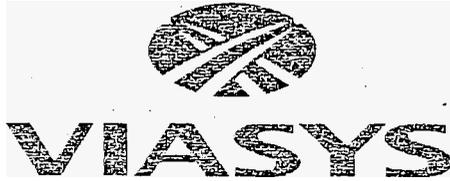
Provide travel rate / charge/ policy

[redacted] / port to port /

4

Contractor and the FPC contract manager/ project manager may negotiate a fixed price for activities with a defined scope and duration in lieu of the unit price / time and material rates defined above.

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Utilities Services Division

CONFIDENTIAL

Management of Non-hazardous Wastes

Labor Rates: Calendar Year 2002

Lines

Supervisor \$ [REDACTED]

1

Laborers \$ [REDACTED]

2

Electricians [REDACTED]

3

Labor Rates: Calendar Years 2003

Increase of [REDACTED] of 2002 labor rates

4

10-27/2
(33)



VIASYS

Utilities Services Division

CONFIDENTIAL

Equipment Rates 2002 : per hour

Two-Ton Truck: [REDACTED]
 Backhoe: [REDACTED]
 Trailer: \$ [REDACTED]
 One Ton Truck: \$ [REDACTED]
 Dump Truck: \$ [REDACTED]

Lines /

1
 2
 3
 4
 5

Equipment Rates 2003: per hour

Increase of [REDACTED] over 2002 rates

6

10-27/2
 (34)

"ORIGINAL"

RECEIVED

FLORIDA POWER CORPORATION

DEC 13 2001

AMENDMENT 002

To

Contract No. D0003138

FLORIDA POWER CORP.
PURCHASING SERVICES

"CONFIDENTIAL"
This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

This contract is amended as follows:

Modify Appendix "C" (Rate Schedule), per revision dated November 19, 2001, copy attached hereto.

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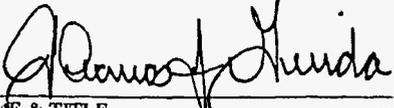
Lines

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED AS FOLLOWS:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

ABLE TELECOMMUNICATIONS & POWER, INC.		FLORIDA POWER CORPORATION	
BY		BY	
NAME & TITLE	Thomas J. Guida Vice President	NAME & TITLE	John S. Gillman Executive Director, Corporate Services
DATE	12-10-01	DATE	*December 6, 2001

10-27/2
(35)

Line

Code	Item Description	Price Per Linear Foot
TRM	Trench by machine, this includes all backfilling and standard compaction. Standard trench 36" cover and up to 36" in width.	[REDACTED]
TRH	Trench by hand, this includes all backfill and standard compaction. Standard trench 36" cover and up to 18" in width.	[REDACTED]
TD	Compact for density test. Used for open cut trenches across roadways, parking lots, and others where a test must be performed to return surface to required condition.	
TRADR	Adder for additional trench depth to be used when more than 36" of cover is required. (per foot of additional depth).	

1
2

Code	Item Description	Price Per Linear Foot
TD	Compact for density (per ft). Standard trench up to 36"width.	[REDACTED]
TRADR	Adder, trench depth (per ft). Standard trench up to 36"width.	[REDACTED]

3
4

Jack and Bore

- Unit prices will include any and all hand digging and /or machine digging for bore pits and related hand digging work associated with bore.
- Surface restoration shall be included in the unit prices.
- Units for boring of large steel pipe have been deleted. If this service is needed, it will be handled as hourly, or bid priced per project.
- Unit prices are for Mole and Jack/Bore, PVC and/or Poly materials, and will include CIC (cable in conduit).

Code	Item Description	Price Per Linear Foot	
		Bore	Mole
TJB2/TMH2	Bore/Mole 0" to 2" conduit	\$ [REDACTED] / TJB2	\$ [REDACTED] / TMH2
TJB3/TMH3	" " 2 1/4" to 3" "	\$ [REDACTED] / TJB3	\$ [REDACTED] / TMH3
TJB4/TMH4	" " 3 1/4" to 4" "	\$ [REDACTED] / TJB4	\$ [REDACTED] / TMH4
TJB6/TMH6	" " 4 1/4" to 6" "	\$ [REDACTED] / TJB6	\$ [REDACTED] / TMH6

5
6
7
8

Trenchless, Directional Boring

All boring shall be done in a manner as to prevent the accumulation or spreading of boring lubricant mixtures on the surface of the ground or with in the ground. Access pits and pumping or vacuum equipment shall be used as appropriate. Contractor shall be responsible for the removal and proper disposal of boring lubricants.

All boring equipment shall be equipped with appropriate pads or protective equipment to prevent damage or permanent marking of paved surfaces and minimize damage to landscaped areas.

Conduit runs shall be installed as straight and level as possible. Conduit shall not deviate more than one (1) foot vertically to two (2) feet horizontally from the path prescribed on the work order without FPC coordinator/inspector/engineering approval. Conduit depth shall not change to accommodate splicing, or at either end of a bore. Pits and open trenches shall be used as necessary for installations of sweeps into equipment or to a pole.

Ducts shall be attached to the bore rods in such a manner that they remain circular. They shall be sealed such that no drilling fluids or other materials enter the duct during pullback operations

Installed ducts must be free of any material that would cause obstruction.

Duct check is required for all ducts using the proper mandrel for the duct size being checked. A pull string shall be installed in all ducts unless cable is to be installed at the time of duct installation.

As built sketches showing actual location and depth shall be prepared by the contractor for all installations and furnished to the FPC inspector/coordinator.

The following work functions include duct fusing, installation of pull string and site restoration. When pulling multiple size ducts on the same run, the first duct shall be charged as the largest size installed. Subsequent ducts shall be charged at the adder rate for the applicable duct size.

- Unit price from point to point of reasonable entrance and exit of bore, and will include any and all bends. (Will not necessarily be total length of material installed).
- Unit price shall include any and all hand digging for unit (point to point) installation.
- Unit price will include contractor provided pull string. (Mule tape will be provided by FPC if required).

Code	Item Description	Price Per Foot		<u>LINES</u>
		Sections	Coils	
-----	0" to 2" single duct	\$ [REDACTED]	\$ [REDACTED]	1
	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	2
	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	3
BD3(S/C)1	2 1/4" to 3" single duct	\$ [REDACTED]	\$ [REDACTED]	4
BD3(S/C)2	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	5
BD3(S/C)3	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	6

		Appendix C		LINE
BD5(S/C)1	3 1/4" to 5" single duct	\$	\$	1
BD5(S/C)2	adder for 2nd duct	\$	\$	2
BD5(S/C)3	" " 3rd "	\$	\$	3
BD6(S/C)1	6" single duct	\$	\$	4
BD6(S/C)2	adder for 2nd duct	\$	\$	5
BD6(S/C)3	" " 3rd "	\$	\$	6
-----	6" SINGLE DUCT BORE GUARD 20' Sections	\$	\$	7
	adder for 2nd duct	\$	\$	8
	" " 3rd "	\$	\$	9
BD7(S/C)1	7" single duct	\$	\$	10
BD7(S/C)2	adder for 2nd duct	\$	\$	11
BD7(S/C)3	" " 3rd "	\$	\$	12
BD8(S/C)1	8" single duct	\$	\$	13
BD8(S/C)2	adder for 2nd duct	\$	\$	14
BD8(S/C)3	" " 3rd "	\$	\$	15

(S/C) S - Sections / C - Coils (i.e. BD3S1 - would be 2 1/4" to 3" single duct sectional conduit)

SET-UP CHARGE (Directional Boring):

This item allows for a set-up charge that will be added to each Directional Bore location. The charge is calculated by adding an additional forty (40) feet to each Directional Bore location at the per foot price for the applicable size. If multiple ducts are being installed at the same location, the set-up charge is based on the largest duct.

Cable and Conduit Placement

- Duct check is required for all conduits/ducts using the appropriate mandrel for the conduit size. Pull string shall be installed in all ducts unless cable is installed at the time of duct installation.
- Unit price for cable placement is point to point, (i.e.: terminal pole to transformer, transformer to transformer, etc.) plus standard stub-up footage per work order. (Excessive stub up footage is not included).
- Conduit unit is point to point with bends included. (scrap not counted).
- Proper care and handling of all materials is required. **DO NOT** drag cables along ground/pavement, (place in trench). **DO NOT**, allow cables to be run over by vehicles. **DO NOT** kink cables. **DO NOT** allow cables ends to remain uncapped over night or for any extended period, (prevent water from entering cables). **DO NOT** allow to be installed, any cable that has been subject to abusive handling which may have caused damage to the cable (prevents future failure/outage). The proper handling of all materials to avoid losses and insure expected performance and life of the material used.

- P1 Refers to single phase primary cable #2 & #1/0 (single conductor.)
- P2 Refers to two phase primary cable #2 & #1/0 (single conductor.)
- P3 Refers to three phase primary cable #2 & #1/0 (single conductor.)
- P15 Refers to primary cable #4/0 and up to #500 KCMIL (single conductor.) Price is per phase.

- P19 Refers to primary cable #750 and up to #1000 KCMIL (single conductor.) Price is per phase.
- PT1 Refers to three phase primary cable #2 and #1/0 (all three cables bundled together on one reel.) Special care of cables is required.
- PT5 Refers to three phase primary cable #4/0 and up to #500 KCMIL (all three cables bundled together on one reel.) Special care of cables is required.
- PT9 Refers to three phase primary cable #750 and up to #1000 KCMIL (all three cables bundled together on one reel.) Special care of cables is required.
- S1 Refers to UG wrapped secondary conductors, services, area/street lighting conductors, and communications lines. Price is for 1st conductor installed in trench.
- S2 Refers to UG wrapped secondary conductors, services, area/street lighting conductor, and communications lines. Adder is per additional cable installed.
- DD Install 1" to 3" PVC conduit in open trench.
- DDP Install 1" to 3" coiled Poly duct in open trench.
- D45 Install 4" to 5" PVC conduit in open trench.
- D45P Install 4" to 5" coiled Poly duct in open trench.
- D6 Install 6" PVC conduit in open trench.
- D6P Install 6" coiled Poly duct in open trench.
- D6PS Install 6" sticks, Poly duct in open trench.**
- D7 Install 7" sticks, Poly duct in open trench.**

**Requires fusing or coupling of sticks, other than glued

CIC15 Install 1 3/4" or smaller CIC (cable in conduit) in open trench.

CIC23 Install 2" to 3" CIC (cable in conduit) in open trench.

Code	Item Description	Price Per Foot	<u>LINES</u>
P1	Place cables in open trench. #2-1/0 single phase primary	[REDACTED]	1
P2	Place cables in open trench, #2-1/0 two phase primary (single conductor)	[REDACTED]	2
P3	Place cables in open trench, #2-1/0 three phase primary (single conductor)	[REDACTED]	3
P15	Place cables in open trench, #4/0 - #500 KCMIL (single conductor) Price is per Phase.	[REDACTED]	4
P19	Place cables in open trench. #500 - #1000 KCMIL (single conductor) Price is per Phase.	[REDACTED]	5
PT1	Place cables in open trench. #2-1/0 three phase primary	[REDACTED]	6
PT5	Place cables in open trench. #4/0 - #500 KCMIL three phase primary	[REDACTED]	7
PT9	Place cables in open trench. #750 - #1000 KCMIL three phase primary	[REDACTED]	8
S1	Place cables in open trench. Price is for 1 st conductor installed in trench.	[REDACTED]	9
S2	Place cables in open trench. Adder is per additional cable installed.	[REDACTED]	10
DD	Place conduit in open trench	[REDACTED]	11
DDP	Place Poly duct in open trench	[REDACTED]	12
D45	" conduit " " "	[REDACTED]	13
D45P	" Poly duct " " "	[REDACTED]	14
D6	" conduit " " "	[REDACTED]	15
D6P	Place Poly duct in open trench, coils	[REDACTED]	16

D6PS " " " " " " sticks
 D7 " " " " " " "
 CIC15 Place CIC in open trench, coils
 CIC23 " " " " " "

Appendix C LINE
 [REDACTED] 1
 [REDACTED] 2
 [REDACTED] 3
 [REDACTED] 4

Cable Pulling and Handling

- Unit price is point to point, plus FPC standard stub for one end of pull. Stub up footage is to be recorded on the work order print.
- Maximum cable pulling tensions as specified by FPC Engineering shall not be exceeded. (special care of cable is required)
- FPC will furnish cable pulling compound, cable end caps, tape, color coding ties, and other consumables as is needed for the installation of conductors.
- When installing CIC or direct buried cable in conduit, the pulling cable codes will be used for the length of the conduit run (I.E. 120 feet from transformer 1X to 2X, 70 feet is direct buried and 50 feet is in conduit for road crossing. CC codes will only be applicable for 50 feet, the other 70 feet plus stub up will be paid utilizing the Cable and Conduit Placement codes.)
- All unit prices include setup time.

CC1 Pull cables into existing conduit, single phase primary cables, #500KCM and smaller, CIC conductors, and all wrapped secondary cables up too and including #500KCM (three phase secondary cables are considered as wrapped).
 CC1L Pull cables into existing conduit, CIC conductors, single phase primary #750KCM and up to #1000 KCM.
 CC3S Pull cables in existing conduit, CIC conductors, three phase #500 KCM and smaller.
 CC3L Pull cables in existing conduit, CIC conductors, three phase primary cables #750KCM and up to #1000 KCM.

Code	Item Description	Price Per Foot	
CC1	Pull cable in conduit	[REDACTED]	5
CC1L	" " " "	[REDACTED]	6
CC3S	Pull cable in conduit	[REDACTED]	7
CC3L	" " " "	[REDACTED]	8

Secondary Work Activities

- These units require a journeyman Electrician or journeyman Lineman to install. Always refer to Distribution Construction Specifications for all activities. These units describe activities that pertain to the make up and installation into equipment as well as connections for 600 volt work.
- SS1 Install splice, secondary, single phase. (3 conductors to splice)
 Conductor sizes vary from #8 to # 500 kcm.
 SS3 Install splice, secondary, three phase, (4 conductors to splice).
 Conductor sizes vary from #8 to # 500.

- PEDS Install secondary pedestals, all types and sizes (no makeup).
- TSC Tap up secondary and code, connect secondary, or service into equipment such as transformer or pedestal.
- G Install (drive) grounds per rod (routine conditions).

Code	Item	Unit Price
SS1	Install splice single phase	\$ [REDACTED]
SS3	" " three phase	\$ [REDACTED]
PEDS	Install secondary pedestal	\$ [REDACTED]
TSC	Tap secondary and code	\$ [REDACTED]
G	Install grounds per rod	\$ [REDACTED]

LINES

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5

Equipment
(Load, Transport and Install)

- All installed equipment shall be installed on a compacted, level surface so as to remain level.
- All equipment shall be installed square to the surrounding area (i.e.: Street, Property Lines, Buildings, etc.)
- Sod is to be placed only when appropriate and will be at the sod unit price for the type of equipment. (Approval of FPC inspector is needed for sod installation.) Sod unit prices shall include the cost of the sod, labor, and transportation.
- Sod unit shall extend (cover) 36" from edge of pad around entire length, interlocking pattern.
- Stone is to be placed only when appropriate and will be at the stone unit price. (Approval of FPC inspector is needed for stone installation.)

- CBBC Large pull or splice box (88" X 58" X 76") accepts wire size 1/0 to 1000 KCMIL three phase, concrete with bottom, concrete or metal lids.
- CBOC Large pull or splice box (88" X 58" X 40") accepts wire size 1/0 to 1000 KCMIL three phase, concrete w/o bottom, concrete or metal lids.
- CBTC Mounting box or sleeve (24" X 43" X 18") used as mounting box for transformers (single phase) and secondary enclosures.
- CSSC Small splice box, concrete w/o floor (30" X 48" X 24") concrete or metal lids. Used with single or three phase cable, up to 4/0.
- SBP Small splice box, plastic (30" X 48" X 24") plastic lids. Used with single or three phase cable, up to 4/0
- PADS Concrete transformer pad, single phase. Used for single phase transformers and other various smaller equipment.
- PADL Concrete transformer pad, three phase. Used for medium and larger three phase transformers.
- CRST Install crushed stone in base of pull or splice box.

Code	Item Description	Unit Price	
		Concrete	Fiberglass
CBBC	Install 2 piece pull box w/ lid.	[REDACTED]	-----

6

CBOC	" 1 " " " " "	\$ [REDACTED]	Appendix C	LINE
CBTC	Install mounting box or sleeve.	\$ [REDACTED]	\$ [REDACTED]	1
CSSC	Install splice box.	\$ [REDACTED]	\$ [REDACTED]	2
		\$ [REDACTED]		3
		Plastic		
SBP	Install plastic splice box.	\$ [REDACTED]		4
PADS	Install single phase pad.	\$ [REDACTED]		5
PADL	" three " "	\$ [REDACTED]		6
SODS	Install sod , small pad/equipment.	\$ [REDACTED]		7
SODL	Install sod, large pad/equipment.	\$ [REDACTED]		8
		Unit Price		
CRST	Install stone, pull or splice box (includes stone.)	\$ [REDACTED]		

Streetlight Poles

(Load, Transport and Install)

- All installed poles shall be installed on a compacted, level surface that is to final grade.
- All equipment shall be installed plumb to the surrounding area (i.e.: Buildings, etc.)

PLBC131	POLE*LUMINBILLNG*CONC13' DECO
PLBC15	POLE*LUMINBILLNG*CONC15'
PLBC150	POLE*LUMINBILLNG*CONC15' TYPE O
PLBC16	POLE*LUMINBILLNG*CONC16' OCTG'L EXP'D
PLBC16BS	POLE*LUMINBILLNG*CONC16' BLACK SMOOTH
PLBC16BSD	POLE*LUMINBILLNG*CONC16' BLKSMTH DLMNT
PLBC16S	POLE*LUMINBILLNG*CONC16' BLKSTHSMSANIBEL
PLBC16SD	POLE*LUMINBILLNG*CONC16' BLKSTHDMSANIBEL
PLBC16V	POLE*LUMINBILLNG*CONC16' (VICT)
PLBC16VD	POLE*LUMINBILLNG*CONC16' VIC II DUAL MNT
PLBC16W	POLE*LUMINBILLNG*CONC16' (WASHINGTON)
PLBC16WD	POLE*LUMINBILLNG*CONC16' WASHNGTN DLMNT

Code	Item	Unit Price
------	------	------------

PLBC131	Install CONC13' DECO Pole	\$ [REDACTED]
PLBC15	Install CONC15' Pole	\$ [REDACTED]
PLBC150	Install CONC15' Type O Pole	\$ [REDACTED]
PLBC16	Install CONC16' Octg'l Exp'd Pole	\$ [REDACTED]
PLBC16BS	Install CONC16' Black Smooth Pole	\$ [REDACTED]
PLBC16BSD	Install CONC16' Blksmith Dlmnt Pole	\$ [REDACTED]
PLBC16S	Install CONC16' Blksthmsanibel Pole	\$ [REDACTED]
PLBC1SD	Install CONC16' Blksthmsanibel Pole	\$ [REDACTED]
PLBC16V	Install CONC16' (Vict) Pole	\$ [REDACTED]
PLBC16VD	Install CONC16' VIC II Dual Mnt Pole	\$ [REDACTED]
PLBC16W	Install CONC16' (Washington) Pole	\$ [REDACTED]
PLBC16WD	Install CONC16' Washngtn Dlmnt Pole	\$ [REDACTED]

16
17
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21

Transformers and Switchgear
(Load, Transport and Install)

- TA1L and TA5L units. These are turn key make up units which require a Journeyman Lineman.
- Unit -- ABED install absorption bed, includes contractor furnished material and installation of curb barrier. Traffic barriers will be furnished by FPC and installed by the contractor with-in the unit price.

- TA1L Transformer assembly, single phase. Install transformer 120/240 V and all necessary hardware to energize equipment.
- TA5L Transformer assembly, three phase. Install transformer, 120/240V or 277/480V and all necessary hardware to energize equipment.
- T1L Install single phase transformer and tie down, no make up involved.
- T5L Install three phase transformer and tie down, no make up involved.
- SWG Install switch gear, all types, on in-place mounting box, no make-up involved.
- PTES Install primary termination enclosure, single phase, no make-up.
- PTEL Install primary termination enclosure, three phase, no make-up.
- ABED Install absorption bed, for oil filled, pad mounted equipment including switch gear and transformer, mainly in the three phase size.

Code	Item Description	Unit Price
TA1L	Install transformer assembly single phase.	\$ [REDACTED]
TA5L	" " " three "	\$ [REDACTED]
T1L	" " single phase.	\$ [REDACTED]
T5L	" " three phase up to 750 kva	\$ [REDACTED]
SWG	Install switch gear, all sizes/types.	\$ [REDACTED]
PTES	Install primary enclosure, small.	\$ [REDACTED]
PTEL	" " " , large.	\$ [REDACTED]
ABED	Install absorption bed.	\$ [REDACTED]

LINE#

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Sod Note: If sod is required, sod unit prices from the Equipment section will apply.

Primary

- Installation of these units shall require a qualified Journey Lineman.
- Material for these units will be furnished by FPC.
- Units are all inclusive of equipment required to perform work including tools.
- All splices, termination's, and installations where cable preparation is required, shall be tagged with the date, name of person performing work, and contractors name.

TMP1 Install terminal pole riser, single phase termination. #2 up to and including #500KCM.

TMP2 Install terminal pole riser, two phase termination. #2 up to and including #500KCM.

TMP3 Install terminal pole riser, three phase terminations, #2 up to and including #4/0.

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- TMP3L Install terminal pole riser, three phase terminations, #500 and up to and including #1000KCM.
- SP2 Install splice, primary, small, #2 and up to and including #4/0. Prepare and make 200 Amp straight splice.
- SP6 Install splice, primary, large, #500 and up to and including #1000mcm. Prepare and make 600 Amp straight splice.
- TE Install 200 A elbow terminator, #2 up to and including #4/0. Prepare and make 200 Amp termination.
- AE1L Install Elbow Arrester assembly in single phase equipment.
- AE3L Install Elbow Arrester assembly in three phase equipment.
- APS1L Install Park Stand Arrester assembly in single phase equipment.
- APS3L Install Park Stand Arrester assembly in three phase equipment.

Code	Item Description	Unit Price	LINE
TMP1	Primary riser on pole, single phase.	\$ [REDACTED]	1
TMP2	Primary riser on pole, two phase.	\$ [REDACTED]	2
TMP3	Primary riser on pole, three phase, small.	\$ [REDACTED]	3
TMP3L	" " " " " " , large.	\$ [REDACTED]	4
SP2	Splice, primary, #2 to # 4/0.	\$ [REDACTED]	5
SP6	" " #500 to # 1000KCM	\$ [REDACTED]	6
TE	Terminator, elbow, 200 Amp.	\$ [REDACTED]	7
AE1L	Arrester elbow, single phase.	\$ [REDACTED]	8
AE3L	Arrester elbow, three phase.	\$ [REDACTED]	9
APS1L	Park Stand Arrester, one phase.	\$ [REDACTED]	10
APS3L	Park Stand Arrester, three phase.	\$ [REDACTED]	11

Well Point Systems

Note: Covered under the additional services section of the rate schedule.

Large Equipment

Note: Covered under the additional services section of the rate schedule.

Services

Stub-Up (De-energized)

Unit prices for Stub-Up services shall include, opening, closing, compacting of trench, surface restoration, installing of conduit and cable, installing in meter can with pre-bend, installing in secondary pedestal, transformer and/or installing pole riser cable and guard from below ground to 8' to 10' up on pole. Color code cable as required.

These unit prices cover cable sizes, #2 ,# 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	LINE#
SSUS	Service Stub-up small, 0' to 70'	\$ [redacted] ea.	1
SSUL	" " large, 71' to 110'	\$ [redacted] ea.	2
SSULL	" " long, 111' to 150'*	\$ [redacted] ea.	3

*over 150', a unit price of [redacted] per ft will apply for additional footage over 150'. This [redacted] per foot unit price includes trenching, backfilling, restoration, and installation of cables & conduit. No other adders will apply. 4

Services

Make-Up (Energized)

Unit prices for Make-Up services shall include all the requirements for stub-up services and in addition shall include make-up to energize, including, make-up in meter can, secondary pedestals, transformer, splice at lot corner, and in addition shall include check-test of cable.

These unit prices cover cable sizes, #2 ,# 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	
SMUS	Service make-up small, 0' to 70'	\$ [redacted] ea.	\$ 5
SMUL	" " large, 71' to 110'	\$ [redacted] ea.	6
SMULL	" " long, 111' to 150'*	\$ [redacted] ea.	\$ 7

*over 150', a unit price of [redacted] per ft will apply for additional footage over 150'. This [redacted] per foot unit price includes trenching, backfilling, restoration, and installation of cables and conduit. No other adders will apply.) 8

Additional Unit Prices for installation or make-up in energized equipment.

	Install	Install & Make-Up	
Pole riser service	\$ [redacted]	\$ [redacted]	9
<u>Make Hot:</u> Set Meter, Record, Hot		[redacted] ea	10

CONTRACTOR LABOR RATES

HOURLY RATES :

The scheduled work – week shall refer to 40 productive hours worked by the contractor, Monday through Saturday. The specific scheduled workday shall be established by FPC. Overtime will require the authorization of the FPC designated representative or designee.

The determination to use hourly versus unit pricing shall be at the discretion of FPC management or designee.

Contractor crew headquarters will be specified by FPC. Crew time shall commence when the labor unit is prepared to work at the designated headquarters. As required, when work at a single job site requires a 40 hour week or more to complete, the crew headquarters for one or more crews may be changed until the work or project is complete.

Travel time for labor and equipment will be compensated at contract rates when moving from job site to job site, on time and equipment jobs only.

In the event work requirements necessitate daily work assignment changes, travel time will be paid from the designated crew headquarters to the job site and from the job site back to the designated crew headquarters. (When hourly rates are used.)

FPC will pay the Contractor for “show-up” time, up to two hours for labor charges only, for non-productive time caused by inclement weather during the first two hours of the scheduled workday. Time lost may be made up upon mutual agreement of a work schedule. (When hourly rates are used.)

If requested to “Standby”, FPC will pay the Contractor for labor and equipment at contract rates pending job or project assignments.

The labor unit size, composition, and equipment to be utilized will be specified by FPC management or designee. Except for “down time,” equipment assigned to a job will be invoiced at contract rates for the duration of the job.

Inoperative equipment will be defined as a piece of equipment not suitable for use. As long as the equipment is inoperative, FPC will not be liable for payment until it is either repaired or replaced.

PERSONNEL RATES

<u>Classification*</u>	<u>2001-2004 Rate Per Hour</u>	<u>LINES</u>
Superintendent	██████████	1
Crew Foreman ¹	\$ ██████████	2

Unit Leader ²	\$ [REDACTED]	1
Machine/Trencher Operator	\$ [REDACTED]	2
Driver	\$ [REDACTED]	3
Laborer	\$ [REDACTED]	4
Journeyman Electrician ³	\$ [REDACTED]	5
Journeyman Lineman ⁴	\$ [REDACTED]	6
Flagman	\$ [REDACTED]	7
Cable/Conduit Bore Replacement Crew ⁶	\$ [REDACTED]	8
Storeroom Attendant ⁷ (Weekly Rate)	\$ [REDACTED]	9

Notes:

1. Should be "Working Foreman" if conditions warrant.
2. Responsible for complete project on small jobs (i.e. road crossings).
3. Will be responsible for working on energized equipment up to 600 volt. *Contractor to supply written qualification for each Electrician.*
4. Will be responsible for working on energized equipment and up to 35KV primary voltages. *This Classification must be a qualified Journeyman Lineman. Contractor to supply written qualification for each Electrician.*
5. Overtime rate [REDACTED] times regular hourly rate for all personnel except Cable/Conduit Bore Replacement Crew. 10
6. Overtime rate [REDACTED] times regular hourly rate for Cable/Conduit Bore Replacement Crew. 11
7. Storeroom Attendant rate is for a 40-hour workweek. Overtime if applicable will be charged at a rate of \$ [REDACTED] per hour. 12
8. Personnel rates above are all-inclusive.

EQUIPMENT RATES

Equipment rates are all-inclusive and will be furnished with fuel. No billing will be submitted for inoperative equipment. Fueling and maintenance of equipment will be performed on contractor's time.

All trenching units will have cable chutes and include trailers. All combo trenchers shall be equipped with backhoe.

Equipment rates are not subject to an overtime rate.

<u>Item Description</u> Equipment	<u>2001-2004</u> <u>Hourly Rate</u>	<u>LINES</u>
Air Compressor (85-150 CFM, all hoses included)	[REDACTED]	1
Compactor - Jumping Jack	[REDACTED]	2
Compactor - Viber Plate	[REDACTED]	3
Crane (truck mounted, hydraulic, 14 ton or equivalent)	[REDACTED]	4
Jack Hammer w/bits	[REDACTED]	5
Missile (Bullet) (1" - 4" Capacity)	[REDACTED]	6
Pump, 3" (Mud and Trash Sucker with Suction Hose)	[REDACTED]	7
Roller, Asphalt (motorized)	[REDACTED]	8
Saw, Concrete (Street) (Hand Hold)	[REDACTED] [REDACTED]	9 10
Sod Cutter	[REDACTED]	11
Trailer, (1000 Steel Reel Capacity)	[REDACTED]	12
Trailer, Utility	[REDACTED]	13
Trailer, Conduit	[REDACTED]	14

Equipment (Continued)

	<u>2001-2004 Hourly Rate</u>	<u>LINES</u>
Back Hoe - Loader (12"-30" Bucket) with Trailer, 4 x 4	\$ [REDACTED]	1
Back Hoe - Loader (12"-30" Bucket) with Trailer, 2 x 4	\$ [REDACTED]	2
Back Hoe, Track (7/8 Yd. Bucket)	\$ [REDACTED]	3
Front Loader, (1 1/2 Yd. or Equivalent)	\$ [REDACTED]	4
Truck, 1/2T - 1 1/2T or Equivalent	\$ [REDACTED]	5
Truck, 2T or above	\$ [REDACTED]	6
Truck, Dump (5 Yd.-10 Yd. Capacity)	\$ [REDACTED]	7
Dozier, Small	\$ [REDACTED]	8
Sweeper, w/Tractor	\$ [REDACTED]	9
Boom (Derrick) Truck	\$ [REDACTED]	10
Aerial Bucket Truck, up to 36'	\$ [REDACTED]	11
Aerial Bucket Truck, up to 50'	\$ [REDACTED]	12
Box Blade w/Tractor	\$ [REDACTED]	13

Trenchers

	<u>2001-2004 Hourly Rate</u>	
<u>Walk Behind</u> Trencher	\$ [REDACTED]	14
<u>18 HP</u> Trencher	\$ [REDACTED]	15
Combo Trencher	\$ [REDACTED]	16
<u>30/40 HP</u> Trencher	\$ [REDACTED]	17
Combo Trencher	\$ [REDACTED]	18
<u>50/75 HP</u> Trencher	\$ [REDACTED]	19
Combo Trencher	\$ [REDACTED]	20

	<u>2001-2004 Daily Rate</u>	<u>LINES</u>
Barricades, Lighted (DOT Approved)	\$ [REDACTED]	1
Cones, Safety (DOT Approved)	\$ [REDACTED]	2
Signs, Safety	\$ [REDACTED]	3
Traffic Control Through Work Zone (DOT Approved)	\$ [REDACTED]	4

ADDITIONAL SERVICES

Equipment Rental - Third Party: The Contractor shall arrange, at rates and terms subject to the approval of the Corporation, for equipment rental from others, for use on Work that is a part of the Work being performed by the Contractor. The actual cost of securing this service will be subject to the Contractor's overhead and profit markup of [REDACTED]

LINE

1

Materials: The Contractor shall purchase, at rates and terms subject to the approval of the Corporation, all materials, except as noted below, to be used on Work that is a part of the Work being performed by the Contractor. Compensation for these services will be at cost, subject to the Contractor's overhead and profit markup of [REDACTED]

2

The exception to the above mentioned Contractor Purchase of Material would be the use of material furnished by the Corporation.

Subcontractor: The Contractor shall employ, at rates and terms subject to the approval of the Corporation, all subcontractors on work that is a part of the work being performed by the Contractor. Such subcontractors shall provide a Certificate of Insurance for the Contractor and Corporation's review.

The cost of securing such services will be subject to the Contractor's overhead and profit markup of [REDACTED]

3

Temporary Help Services (i.e., Manpower, Labor Force, etc.): The Contractor shall obtain, at rates and terms subject to the approval of the Corporation, temporary help services as requested by the designated Florida Power Corporation personnel.

The actual cost of securing such services will be subject to the Contractor's overhead and profit markup of [REDACTED]

4

Contractor shall furnish three (3) different quotes for the above service in order that the FPC representative may select the best offer.

END OF SECTION

RECEIVED
CONTRACTS

"ORIGINAL"

CONFIDENTIAL

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7 8 9 10 11 12 1 2 3 4 5 6

FLORIDA POWER CORPORATION

AMENDMENT 001
To
Contract No. D0003138

This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

"CONFIDENTIAL"

This contract is amended as follows:

1. Incorporate revised appendices, copies attached hereto, as follows:

- Appendix "B", revised April 11, 2001
- Appendix "C", revised March 29, 2001
- Appendix "E", revised April 11, 2001

2. Appendix "H", Incentive Plan for Contractor Performance, dated April 12, 2001, copy attached hereto is hereby made a part of this contract.

3. FPC's designated Representatives are as follows:

- Central Region – Lisa Wingfield, telephone number (407) 475-2413
- Coastal Region – Brian Marley, telephone number (727) 562-3849

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

ABLE TELECOMMUNICATIONS & POWER, INC.	FLORIDA POWER CORPORATION
BY <i>Thomas J. Guida</i>	BY <i>John S. Gillman</i>
NAME & TITLE Thomas J. Guida Vice President	NAME & TITLE John S. Gillman Executive Director, Corporate Services
DATE 7-2-01	DATE *May 10, 2001

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man-hours worked per month on the FPC system only, while performing duties outlined in this contract using Appendix E. This information will to be reported on a monthly basis to Lisa Wingfield (FPC). The information is to be provided by the tenth of the month.

Lisa Wingfield
 Florida Power Corporation
 2600 Lake Lucien Drive, Suite 400, MT3B
 Maitland, FL 32751-7234
 Fax to (407) 475-2413

- The safety rating of the contractor will be determined by the number of incidents per 100 employees, the number of lost work day cases per 100 employees, and whether or not the contractor has a fatality. The incident rate (IR) and lost work day case rate (LWDCR) will be calculated based on the accidents that occur on the Company's system as compared to the number of man-hours worked by the contractor on the Company's system. This goal will the tracked from information provided to the company by the contractor on a monthly basis.

Example	Meets Goal	Exceeds Goal
Lost Work Days Cases	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]

1
2

- If the Contractor does not perform in the Meets or Exceeds categories, FPC reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, FPC reserves the right to take further action up to and including termination of the contract.

Code	Item Description	Price Per Linear Foot	LINES
TRM	Trench by machine, this includes all backfilling and standard compaction. Standard trench 36" cover and up to 36" in width.	\$ [REDACTED]	1
TRH	Trench by hand, this includes all backfill and standard compaction. Standard trench 36" cover and up to 18" in width.	\$ [REDACTED]	2
TD	Compact for density test. Used for open cut trenches across roadways, parking lots, and others where a test must be performed to return surface to required condition.		
TRADR	Adder for additional trench depth to be used when more than 36" of cover is required. (per foot of additional depth).		

Code	Item Description	Price Per Linear Foot	
TD	Compact for density (per ft). Standard trench up to 36" width.	\$ [REDACTED]	3
TRADR	Adder, trench depth (per ft). Standard trench up to 36" width.	\$ [REDACTED]	4

Jack and Bore

- Unit prices will include any and all hand digging and /or machine digging for bore pits and related hand digging work associated with bore.
- Surface restoration shall be included in the unit prices.
- Units for boring of large steel pipe have been deleted. If this service is needed, it will be handled as hourly, or bid priced per project.
- Unit prices are for Mole and Jack/Bore, PVC and/or Poly materials, and will include CIC (cable in conduit).

Code	Item Description	Price Per Linear Foot		
		Bore	Mole	
TJB2/TMH2	Bore/Mole 0" to 2" conduit	\$ [REDACTED] / TJB2	\$ [REDACTED] / TMH2	5
TJB3/TMH3	" " 2 1/4" to 3" "	\$ [REDACTED] / TJB3	\$ [REDACTED] / TMH3	6
TJB4/TMH4	" " 3 1/4" to 4" "	\$ [REDACTED] / TJB4	\$ [REDACTED] / TMH4	7
TJB6/TMH6	" " 4 1/4" to 6" "	\$ [REDACTED] / TJB6	\$ [REDACTED] / TMH6	8

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Trenchless, Directional Boring

All boring shall be done in a manner as to prevent the accumulation or spreading of boring lubricant mixtures on the surface of the ground or with in the ground. Access pits and pumping or vacuum equipment shall be used as appropriate. Contractor shall be responsible for the removal and proper disposal of boring lubricants.

All boring equipment shall be equipped with appropriate pads or protective equipment to prevent damage or permanent marking of paved surfaces and minimize damage to landscaped areas.

Conduit runs shall be installed as straight and level as possible. Conduit shall not deviate more than one (1) foot vertically to two (2) feet horizontally from the path prescribed on the work order without FPC coordinator/inspector/engineering approval. Conduit depth shall not change to accommodate splicing, or at either end of a bore. Pits and open trenches shall be used as necessary for installations of sweeps into equipment or to a pole.

Ducts shall be attached to the bore rods in such a manner that they remain circular. They shall be sealed such that no drilling fluids or other materials enter the duct during pullback operations

Installed ducts must be free of any material that would cause obstruction.

Duct check is required for all ducts using the proper mandrel for the duct size being checked. A pull string shall be installed in all ducts unless cable is to be installed at the time of duct installation.

As built sketches showing actual location and depth shall be prepared by the contractor for all installations and furnished to the FPC inspector/coordinator.

The following work functions include duct fusing, installation of pull string and site restoration. When pulling multiple size ducts on the same run, the first duct shall be charged as the largest size installed. Subsequent ducts shall be charged at the adder rate for the applicable duct size.

- Unit price from point to point of reasonable entrance and exit of bore, and will include any and all bends. (Will not necessarily be total length of material installed).
- Unit price shall include any and all hand digging for unit (point to point) installation.
- Unit price will include contractor provided pull string. (Mule tape will be provided by FPC if required).

Code	Item Description	Price Per Foot		LINES
		Sections	Coils	
-----	0" to 2" single duct	\$ [REDACTED]	\$ [REDACTED]	1
	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	2
	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	3
BD3(S/C)1	2 1/4" to 3" single duct	\$ [REDACTED]	\$ [REDACTED]	4
BD3(S/C)2	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	5
BD3(S/C)3	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	6

		Appendix C		LINES
BD5(S/C)1	3 1/4" to 5" single duct	\$	\$	1
BD5(S/C)2	adder for 2nd duct	\$	\$	2
BD5(S/C)3	" " 3rd "	\$	\$	3
BD6(S/C)1	6" single duct	\$	\$	4
BD6(S/C)2	adder for 2nd duct	\$	\$	5
BD6(S/C)3	" " 3rd "	\$	\$	6
-----	6" SINGLE DUCT BORE GUARD 20' Sections	\$	\$	7
	adder for 2nd duct	\$	\$	8
	" " 3rd "	\$	\$	9
BD7(S/C)1	7" single duct	\$	\$	10
BD7(S/C)2	adder for 2nd duct	\$	\$	11
BD7(S/C)3	" " 3rd "	\$	\$	12
BD8(S/C)1	8" single duct	\$	\$	13
BD8(S/C)2	adder for 2nd duct	\$	\$	14
BD8(S/C)3	" " 3rd "	\$	\$	15

(S/C) S - Sections / C - Coils (i.e. BD3S1 - would be 2 1/4" to 3" single duct sectional conduit)

SET-UP CHARGE (Directional Boring):

This item allows for a set-up charge that will be added to each Directional Bore location. The charge is calculated by adding an additional forty (40) feet to each Directional Bore location at the per foot price for the applicable size. If multiple ducts are being installed at the same location, the set-up charge is based on the largest duct.

Cable and Conduit Placement

- Duct check is required for all conduits/ducts using the appropriate mandrel for the conduit size. Pull string shall be installed in all ducts unless cable is installed at the time of duct installation.
- Unit price for cable placement is point to point, (i.e.: terminal pole to transformer, transformer to transformer, etc.) plus standard stub-up footage per work order. (Excessive stub up footage is not included).
- Conduit unit is point to point with bends included. (scrap not counted).
- Proper care and handling of all materials is required. **DO NOT** drag cables along ground/pavement, (place in trench). **DO NOT**, allow cables to be run over by vehicles. **DO NOT** kink cables. **DO NOT** allow cables ends to remain uncapped over night or for any extended period, (prevent water from entering cables). **DO NOT** allow to be installed, any cable that has been subject to abusive handling which may have caused damage to the cable (prevents future failure/outage). The proper handling of all materials to avoid losses and insure expected performance and life of the material used.

- P1 Refers to single phase primary cable #2 & #1/0 (single conductor.)
- P2 Refers to two phase primary cable #2 & #1/0 (single conductor.)
- P3 Refers to three phase primary cable #2 & #1/0 (single conductor.)
- P15 Refers to primary cable #4/0 and up to #500 KCMIL (single conductor.) Price is per phase.

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- P19 Refers to primary cable #750 and up to #1000 KCMIL (single conductor.) Price is per phase.
- PT1 Refers to three phase primary cable #2 and #1/0 (all three cables bundled together on one reel.) Special care of cables is required.
- PT5 Refers to three phase primary cable #4/0 and up to #500 KCMIL (all three cables bundled together on one reel.) Special care of cables is required.
- PT9 Refers to three phase primary cable #750 and up to #1000 KCMIL (all three cables bundled together on one reel.) Special care of cables is required.
- S1 Refers to UG wrapped secondary conductors, services, area/street lighting conductors, and communications lines. Price is for 1st conductor installed in trench.
- S2 Refers to UG wrapped secondary conductors, services, area/street lighting conductor, and communications lines. Adder is per additional cable installed.
- DD Install 1" to 3" PVC conduit in open trench.
- DDP Install 1" to 3" coiled Poly duct in open trench.
- D45 Install 4" to 5" PVC conduit in open trench.
- D45P Install 4" to 5" coiled Poly duct in open trench.
- D6 Install 6" PVC conduit in open trench.
- D6P Install 6" coiled Poly duct in open trench.
- D6PS Install 6" sticks, Poly duct in open trench.**
- D7 Install 7" sticks, Poly duct in open trench.**

**Requires fusing or coupling of sticks, other than glued

- CIC15 Install 1 3/4" or smaller CIC (cable in conduit) in open trench.
- CIC23 Install 2" to 3" CIC (cable in conduit) in open trench.

Code	Item Description	Price Per Foot	<u>LIN/EZ</u>
P1	Place cables in open trench. #2-1/0 single phase primary	[REDACTED]	1
P2	Place cables in open trench, #2-1/0 two phase primary (single conductor)	[REDACTED]	2
P3	Place cables in open trench, #2-1/0 three phase primary (single conductor)	[REDACTED]	3
P15	Place cables in open trench, #4/0 - #500 KCMIL (single conductor) Price is per Phase.	[REDACTED]	4
P19	Place cables in open trench. #500 - #1000 KCMIL (single conductor) Price is per Phase.	[REDACTED]	5
PT1	Place cables in open trench. #2-1/0 three phase primary	[REDACTED]	6
PT5	Place cables in open trench. #4/0 - #500 KCMIL three phase primary	[REDACTED]	7
PT9	Place cables in open trench. #750 - #1000 KCMIL three phase primary	[REDACTED]	8
S1	Place cables in open trench. Price is for 1 st conductor installed in trench.	[REDACTED]	9
S2	Place cables in open trench. Adder is per additional cable installed.	[REDACTED]	10
DD	Place conduit in open trench	[REDACTED]	11
DDP	Place Poly duct in open trench	[REDACTED]	12
D45	" conduit " " "	[REDACTED]	13
D45P	" Poly duct " " "	[REDACTED]	14
D6	" conduit " " "	[REDACTED]	15
D6P	Place Poly duct in open trench, coils	[REDACTED]	16

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D6PS " " " " " " sticks
 D7 " " " " " " "
 CIC15 Place CIC in open trench, coils
 CIC23 " " " " " " "

Appendix C	LINE
[REDACTED]	1
[REDACTED]	2
[REDACTED]	3
[REDACTED]	4

Cable Pulling and Handling

- Unit price is point to point, plus FPC standard stub for one end of pull. Stub up footage is to be recorded on the work order print.
- Maximum cable pulling tensions as specified by FPC Engineering shall not be exceeded. (special care of cable is required)
- FPC will furnish cable pulling compound, cable end caps, tape, color coding ties, and other consumables as is needed for the installation of conductors.
- When installing CIC or direct buried cable in conduit, the pulling cable codes will be used for the length of the conduit run (I.E. 120 feet from transformer 1X to 2X, 70 feet is direct buried and 50 feet is in conduit for road crossing. CC codes will only be applicable for 50 feet, the other 70 feet plus stub up will be paid utilizing the Cable and Conduit Placement codes.)
- All unit prices include setup time.

CC1 Pull cables into existing conduit, single phase primary cables, #500KCM and smaller, CIC conductors, and all wrapped secondary cables up too and including #500KCM (three phase secondary cables are considered as wrapped).
 CC1L Pull cables into existing conduit, CIC conductors, single phase primary #750KCM and up to #1000 KCM.
 CC3S Pull cables in existing conduit, CIC conductors, three phase #500 KCM and smaller.
 CC3L Pull cables in existing conduit, CIC conductors, three phase primary cables #750KCM and up to #1000 KCM.

Code	Item Description	Price Per Foot
CC1	Pull cable in conduit	[REDACTED] 5
CC1L	" " " "	[REDACTED] 6
CC3S	Pull cable in conduit	[REDACTED] 7
CC3L	" " " "	[REDACTED] 8

Secondary Work Activities

- These units require a journeyman Electrician or journeyman Lineman to install. Always refer to Distribution Construction Specifications for all activities. These units describe activities that pertain to the make up and installation into equipment as well as connections for 600 volt work.

SS1 Install splice, secondary, single phase. (3 conductors to splice)
 Conductor sizes vary from #8 to # 500 kcm.
 SS3 Install splice, secondary, three phase, (4 conductors to splice).
 Conductor sizes vary from #8 to # 500.

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- PEDS Install secondary pedestals, all types and sizes (no makeup).
- TSC Tap up secondary and code, connect secondary, or service into equipment such as transformer or pedestal.
- G Install (drive) grounds per rod (routine conditions).

LINES

Code	Item	Unit Price
SS1	Install splice single phase	\$ [REDACTED]
SS3	" " three phase	\$ [REDACTED]
PEDS	Install secondary pedestal	\$ [REDACTED]
TSC	Tap secondary and code	\$ [REDACTED]
G	Install grounds per rod	\$ [REDACTED]

1
2
3
4
5

Equipment
(Load, Transport and Install)

- All installed equipment shall be installed on a compacted, level surface so as to remain level.
- All equipment shall be installed square to the surrounding area (i.e.: Street, Property Lines, Buildings, etc.)
- Sod is to be placed only when appropriate and will be at the sod unit price for the type of equipment. (Approval of FPC inspector is needed for sod installation.) Sod unit prices shall include the cost of the sod, labor, and transportation.
- Sod unit shall extend (cover) 36" from edge of pad around entire length, interlocking pattern.

- CBBC** Large pull or splice box (88" X 58" X 76") accepts wire size 1/0 to 1000 KCMIL three phase, concrete with bottom, concrete or metal lids.
- CBOC** Large pull or splice box (88" X 58" X 40") accepts wire size 1/0 to 1000 KCMIL three phase, concrete w/o bottom, concrete or metal lids.
- CBTC** Mounting box or sleeve (24" X 43" X 18") used as mounting box for transformers (single phase) and secondary enclosures.
- CSSC** Small splice box, concrete w/o floor (30" X 48" X 24") concrete or metal lids. Used with single or three phase cable, up to 4/0.
- SBP** Small splice box, plastic (30" X 48" X 24") plastic lids. Used with single or three phase cable, up to 4/0
- PADS** Concrete transformer pad, single phase. Used for single phase transformers and other various smaller equipment.
- PADL** Concrete transformer pad, three phase. Used for medium and larger three phase transformers.

Code	Item Description	Unit Price	
		Concrete	Fiberglass
CBBC	Install 2 piece pull box, w/ lid.	\$ [REDACTED]	-----
CBOC	" 1 " " " " "	\$ [REDACTED]	[REDACTED]
CBTC	Install mounting box or sleeve.	\$ [REDACTED]	[REDACTED]
CSSC	Install splice box.	\$ [REDACTED]	[REDACTED]

6
7
8
9

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(,.,.)

		Plastic	LINE#
SBP	Install plastic splice box.	\$ [REDACTED]	1
PADS	Install single phase pad.	\$ [REDACTED]	2
PADL	" three " "	\$ [REDACTED]	3
SODS	Install sod , small pad/equipment.	\$ [REDACTED]	4
SODL	Install sod, large pad/equipment.	\$ [REDACTED]	5

Transformers and Switchgear
(Load, Transport and Install)

- TA1L and TA5L units. These are turn key make up units which require a Journeyman Lineman.
- Unit -- ABED install absorption bed, includes contractor furnished material and installation of curb barrier. Traffic barriers will be furnished by FPC and installed by the contractor with-in the unit price.

TA1L	Transformer assembly, single phase. Install transformer 120/240 V and all necessary hardware to energize equipment.
TA5L	Transformer assembly, three phase. Install transformer, 120/240V or 277/480V and all necessary hardware to energize equipment.
T1L	Install single phase transformer and tie down, no make up involved.
T5L	Install three phase transformer and tie down, no make up involved.
SWG	Install switch gear, all types, on in-place mounting box, no make-up involved.
PTES	Install primary termination enclosure, single phase, no make-up.
PTEL	Install primary termination enclosure, three phase, no make-up.
ABED	Install absorption bed, for oil filled, pad mounted equipment including switch gear and transformer, mainly in the three phase size.

Code	Item Description	Unit Price
TA1L	Install transformer assembly single phase.	\$ [REDACTED] 6
TA5L	" " " three "	\$ [REDACTED] 7
T1L	" " single phase.	\$ [REDACTED] 8
T5L	" " three phase up to 750 kva	\$ [REDACTED] 9
SWG	Install switch gear, all sizes/types.	\$ [REDACTED] 10
PTES	Install primary enclosure, small.	\$ [REDACTED] 11
PTEL	" " " , large.	\$ [REDACTED] 12
ABED	Install absorption bed.	\$ [REDACTED] 13

Sod Note: If sod is required, sod unit prices from the Equipment section will apply.

Primary

- Installation of these units shall require a qualified Journey Lineman.
- Material for these units will be furnished by FPC.
- Units are all inclusive of equipment required to perform work including tools.

- All splices, termination's, and installations where cable preparation is required, shall be tagged with the date, name of person performing work, and contractors name.

- TMP1 Install terminal pole riser, single phase termination. #2 up to and including #500KCM
- TMP2 Install terminal pole riser, two phase termination. #2 up to and including #500KCM.
- TMP3 Install terminal pole riser, three phase terminations, #2 up to and including #4/0.
- TMP3L Install terminal pole riser, three phase terminations, #500 and up to and including #1000KCM.
- SP2 Install splice, primary, small, #2 and up to and including #4/0. Prepare and make 200 Amp straight splice.
- SP6 Install splice, primary, large, #500 and up to and including #1000mcm. Prepare and make 600 Amp straight splice.
- TE Install 200 A elbow terminator, #2 up to and including #4/0. Prepare and make 200 Amp termination.
- AE1L Install Elbow Arrester assembly in single phase equipment.
- AE3L Install Elbow Arrester assembly in three phase equipment.
- APS1L Install Park Stand Arrester assembly in single phase equipment.
- APS3L Install Park Stand Arrester assembly in three phase equipment.

Code	Item Description	Unit Price	<u>LINES</u>
TMP1	Primary riser on pole, single phase.	\$ [REDACTED]	1
TMP2	Primary riser on pole, two phase.	\$ [REDACTED]	2
TMP3	Primary riser on pole, three phase, small.	\$ [REDACTED]	3
TMP3L	" " " " " " , large.	\$ [REDACTED]	4
SP2	Splice, primary, #2 to # 4/0.	\$ [REDACTED]	5
SP6	" " #500 to # 1000KCM	\$ [REDACTED]	6
TE	Terminator, elbow, 200 Amp.	\$ [REDACTED]	7
AE1L	Arrester elbow, single phase.	\$ [REDACTED]	8
AE3L	Arrester elbow, three phase.	\$ [REDACTED]	9
APS1L	Park Stand Arrester, one phase.	\$ [REDACTED]	10
APS3L	Park Stand Arrester, three phase.	\$ [REDACTED]	11

Well Point Systems

Note: Covered under the additional services section of the rate schedule.

Large Equipment

Note: Covered under the additional services section of the rate schedule.

Services

Stub-Up (De-energized)

Unit prices for Stub-Up services shall include, opening, closing, compacting of trench, surface restoration, installing of conduit and cable, installing in meter can with pre-bend, installing in secondary pedestal, transformer and/or installing pole riser cable and guard from below ground to 8' to 10' up on pole. Color code cable as required.

These unit prices cover cable sizes, #2 ,# 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	LINE#
SSUS	Service Stub-up small, 0' to 70'	\$ [redacted] ea.	1
SSUL	" " large, 71' to 110'	\$ [redacted] ea.	2
SSULL	" " long, 111' to 150'*	\$ [redacted] ea	3

*over 150', a unit price of [redacted] per ft will apply for additional footage over 150'. This [redacted] per foot unit price includes trenching, backfilling, restoration, and installation of cables & conduit. No other adders will apply. 4

Services
Make-Up (Energized)

Unit prices for Make-Up services shall include all the requirements for stub-up services and in addition shall include make-up to energize, including, make-up in meter can, secondary pedestals, transformer, splice at lot corner, and in addition shall include check-test of cable.

These unit prices cover cable sizes, #2 ,# 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	
SMUS	Service make-up small, 0' to 70'	\$ [redacted] ea	5
SMUL	" " large, 71' to 110'	\$ [redacted] ea	6
SMULL	" " long, 111' to 150'*	\$ [redacted] ea	#7

*over 150', a unit price of [redacted] per ft will apply for additional footage over 150'. This [redacted] per foot unit price includes trenching, backfilling, restoration, and installation of cables and conduit. No other adders will apply.) 8

Additional Unit Prices for installation or make-up in energized equipment.

	Install	Install & Make-Up	
Pole riser service	\$ [redacted]	[redacted]	9
<u>Make Hot:</u> Set Meter, Record, Hot		[redacted] ea	10

CONTRACTOR LABOR RATES

HOURLY RATES :

The scheduled work - week shall refer to 40 productive hours worked by the contractor, Monday through Saturday. The specific scheduled workday shall be established by FPC. Overtime will require the authorization of the FPC designated representative or designee.

The determination to use hourly versus unit pricing shall be at the discretion of FPC management or designee.

Contractor crew headquarters will be specified by FPC. Crew time shall commence when the labor unit is prepared to work at the designated headquarters. As required, when work at a single job site requires a 40 hour week or more to complete, the crew headquarters for one or more crews may be changed until the work or project is complete.

Travel time for labor and equipment will be compensated at contract rates when moving from job site to job site, on time and equipment jobs only.

In the event work requirements necessitate daily work assignment changes, travel time will be paid from the designated crew headquarters to the job site and from the job site back to the designated crew headquarters. (When hourly rates are used.)

FPC will pay the Contractor for "show-up" time, up to two hours for labor charges only, for non-productive time caused by inclement weather during the first two hours of the scheduled workday. Time lost may be made up upon mutual agreement of a work schedule. (When hourly rates are used.)

If requested to "Standby", FPC will pay the Contractor for labor and equipment at contract rates pending job or project assignments.

The labor unit size, composition, and equipment to be utilized will be specified by FPC management or designee. Except for "down time," equipment assigned to a job will be invoiced at contract rates for the duration of the job.

Inoperative equipment will be defined as a piece of equipment not suitable for use. As long as the equipment is inoperative, FPC will not be liable for payment until it is either repaired or replaced.

PERSONNEL RATES

<u>Classification*</u>	<u>2001-2004</u> <u>Rate Per Hour</u>	<u>LINES</u>
Superintendent	1\$ [REDACTED]	
Crew Foreman ¹	1\$ [REDACTED]	2

		<u>LINES</u>
Unit Leader ²	██████████	1
Machine/Trencher Operator	██████████	2
Driver	██████████	3
Laborer	██████████	4
Journeyman Electrician ³	██████████	5
Journeyman Lineman ⁴	██████████	6
Flagman	██████████	7
Cable/Conduit Bore Replacement Crew ⁶	██████████	8
Storeroom Attendant ⁷ (Weekly Rate)	██████████	9

Notes:

1. Should be "Working Foreman" if conditions warrant.
2. Responsible for complete project on small jobs (i.e. road crossings).
3. Will be responsible for working on energized equipment up to 600 volt. *Contractor to supply written qualification for each Electrician.*
4. Will be responsible for working on energized equipment and up to 35KV primary voltages. *This Classification must be a qualified Journeyman Lineman. Contractor to supply written qualification for each Electrician.*
5. Overtime rate ██████ times regular hourly rate for all personnel except Cable/Conduit Bore Replacement Crew. 10
6. Overtime rate ██████ times regular hourly rate for Cable/Conduit Bore Replacement Crew. 11
7. Storeroom Attendant rate is for a 40-hour workweek. Overtime if applicable will be charged at a rate of \$█████ per hour.
8. Personnel rates above are all-inclusive. 12

EQUIPMENT RATES

Equipment rates are all-inclusive and will be furnished with fuel. No billing will be submitted for inoperative equipment. Fueling and maintenance of equipment will be performed on contractor's time.

All trenching units will have cable chutes and include trailers. All combo trenchers shall be equipped with backhoe.

Equipment rates are not subject to an overtime rate.

<u>Item Description</u> <u>Equipment</u>	<u>2001-2004</u> <u>Hourly Rate</u>	<u>LINES</u>
Air Compressor (85-150 CFM, all hoses included)	\$ [REDACTED]	1
Compactor - Jumping Jack	\$ [REDACTED]	2
Compactor - Viber Plate	\$ [REDACTED]	3
Crane (truck mounted, hydraulic, 14 ton or equivalent)	\$ [REDACTED]	4
Jack Hammer w/bits	\$ [REDACTED]	5
Missile (Bullet) (1" - 4" Capacity)	\$ [REDACTED]	6
Pump, 3" (Mud and Trash Sucker with Suction Hose)	\$ [REDACTED]	7
Roller, Asphalt (motorized)	\$ [REDACTED]	8
Saw, Concrete (Street)	\$ [REDACTED]	9
(Hand Hold)	\$ [REDACTED]	10
Sod Cutter	\$ [REDACTED]	11
Trailer, (1000 Steel Reel Capacity)	\$ [REDACTED]	12
Trailer, Utility	\$ [REDACTED]	13
Trailer, Conduit	\$ [REDACTED]	14

Equipment (Continued)

	<u>2001-2004</u> <u>Hourly Rate</u>	<u>LINES</u>
Back Hoe - Loader (12"-30" Bucket) with Trailer, 4 x 4	[REDACTED]	1
Back Hoe - Loader (12"-30" Bucket) with Trailer, 2 x 4	[REDACTED]	2
Back Hoe, Track (7/8 Yd. Bucket)	[REDACTED]	3
Front Loader, (1 1/2 Yd. or Equivalent)	[REDACTED]	4
Truck, 1/2T - 1 1/2T or Equivalent	[REDACTED]	5
Truck, 2T or above	[REDACTED]	6
Truck, Dump (5 Yd.-10 Yd. Capacity)	[REDACTED]	7
Dozier, Small	[REDACTED]	8
Sweeper, w/Tractor	[REDACTED]	9
Boom (Derrick) Truck	[REDACTED]	10
Aerial Bucket Truck, up to 36'	[REDACTED]	11
Aerial Bucket Truck, up to 50'	[REDACTED]	12
Box Blade w/Tractor	[REDACTED]	13

Trenchers

	<u>2001-2004</u> <u>Hourly Rate</u>	
<u>Walk Behind</u> Trencher	[REDACTED]	14
<u>18 HP</u> Trencher	[REDACTED]	15
Combo Trencher	[REDACTED]	14
<u>30/40 HP</u> Trencher	[REDACTED]	17
Combo Trencher	[REDACTED]	18
<u>50/75 HP</u> Trencher	[REDACTED]	19
Combo Trencher	[REDACTED]	20

Barricades, Lighted (DOT Approved)
Cones, Safety (DOT Approved)
Signs, Safety
Traffic Control Through Work Zone
(DOT Approved)

2001-2004
Daily Rate

LINES

\$ [REDACTED]

1

\$ [REDACTED]

2

\$ [REDACTED]

3

[REDACTED]

4

ADDITIONAL SERVICES

Equipment Rental - Third Party: The Contractor shall arrange, at rates and terms subject to the approval of the Corporation, for equipment rental from others, for use on Work that is a part of the Work being performed by the Contractor. The actual cost of securing this service will be subject to the Contractor's overhead and profit markup of [REDACTED].

Materials: The Contractor shall purchase, at rates and terms subject to the approval of the Corporation, all materials, except as noted below, to be used on Work that is a part of the Work being performed by the Contractor. Compensation for these services will be at cost, subject to the Contractor's overhead and profit markup of [REDACTED].

The exception to the above mentioned Contractor Purchase of Material would be the use of material furnished by the Corporation.

Subcontractor: The Contractor shall employ, at rates and terms subject to the approval of the Corporation, all subcontractors on work that is a part of the work being performed by the Contractor. Such subcontractors shall provide a Certificate of Insurance for the Contractor and Corporation's review.

The cost of securing such services will be subject to the Contractor's overhead and profit markup of [REDACTED].

Temporary Help Services (i.e., Manpower, Labor Force, etc.): The Contractor shall obtain, at rates and terms subject to the approval of the Corporation, temporary help services as requested by the designated Florida Power Corporation personnel.

The actual cost of securing such services will be subject to the Contractor's overhead and profit markup of [REDACTED].

Contractor shall furnish three (3) different quotes for the above service in order that the FPC representative may select the best offer.

END OF SECTION

Incentive Plan for Contractor Performance

Contractor will be evaluated quarterly based on Safety. Contractor's performance in this area, as compared to the goals that are set forth, shall determine the amount of additional incentive pay the contractor receives, or penalty the contractor may pay. Each quarters performance will be evaluated independently and account for 20% of the annual incentive/penalty. The final 20% of the incentive/penalty will be based on the annual results.

Safety

The safety rating of the contractors will be determined by the number of incidents per 100 employees, the number of lost work day cases per 100 employees, and whether or not the contractor has a fatality. The incident rate (IR) and lost work day case rate (LWDCR) will be calculated based on the accidents that occur on the Company's system as compared to the number of man-hours worked by the contractor on the Company's system. This goal will be tracked from information provided to the company by the contractor on a monthly basis. Contractor must furnish a copy of the investigation report for all accidents reported monthly and a copy of the OSHA 200 log at year-end. The amount of the contractor's incentive or penalty will be calculated as a percentage of the contractor's total invoices for the quarter.

Lost workday case rate and total incident rate are performance measures that stand independently. The amount of incentive or penalty paid is based on whether or not the contractor had a fatality on Florida Power's system during the calendar year as shown below. The LWDCR and IR are annual figures and the quarterly evaluations will be based on the measurement criteria below divided by four.

Goal: Contractor shall achieve a total incentive rate and a lost work day case rate on the company's system that shall not exceed the most recent three years national average for SIC Code 1623. In addition, to achieve the full incentive for meeting the goals for incident rate and lost workday case rate, contractor shall not have any fatalities occur on the company's system.

Effective Date: 01/01/2001

Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that shall not exceed the most recent three years national average for SIC Code 1623.

	Annual *National Avg.	Does Not Meet Goal	Meets Goal	Exceeds Goal
Lost Work Days Cases	██████	██████	██████	██████
Total Incident Rate	██████	██████	██████	██████
At Risk Revenue LWDCR		██████	██████	██████
At Risk Revenue IR		██████	██████	██████

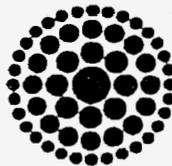
LWDCR
1
2
3
4

Note:

- In the event of a contractor fatality, that contractor will not be paid a safety incentive. Any incentive that has been paid for the previous quarter(s) must be reimbursed. Contractor is still at risk if the LWDC or IR rate does not meet the goal as set forth above.
- Contract will be amended yearly to reflect any change to the LWDC or IR rates.

10-27/2

"ORIGINAL"



RECEIVED
CONTRACTS

DEC 27 2000

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

FLORIDA POWER CORPORATION

One Power Plaza
263 13th Avenue South
St. Petersburg, Florida 33701

CONTRACT

D0003138
(Number)

CONFIDENTIAL

"CONFIDENTIAL"
This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

This Construction Agreement (hereinafter referred to as the "Contract") by and between Florida Power Corporation (hereinafter referred to as "FPC") having its place of business at One Progress Plaza, St. Petersburg, FL 33701, and

Able Telecommunications & Power, Inc.
400 McCormack Street • P.O. Box 490700
Leesburg, FL 34749-0700
Attn: Mr. John T. Raburn, President

(hereinafter called "Contractor"). FPC and Contractor shall also be referred to individually as the "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, FPC desires Contractor to provide construction services in accordance with the plans, drawings and specifications which are affixed hereto as Appendix "F" (hereinafter referred to as "Work"); and

WHEREAS, Contractor possesses the requisite equipment, tools, and properly trained personnel to perform the Work; and

WHEREAS, Contractor desires to perform the Work for FPC based upon the terms and conditions set forth herein.

NOW THEREFORE, in and for consideration of the terms, conditions, and covenants contained herein, and in reliance upon the representations and warranties by and between the Parties made herein, the Parties agree that Contractor shall furnish, perform, and deliver to FPC the Work and other items set forth in the Contract free from all defects and deficiencies and of good quality. The rights and obligations of the Parties to the Contract shall be subject to and governed by the following Contract Documents hereby made a part hereof as if fully set forth herein:

- Appendix "A" - General Terms and Conditions (copy attached)
- Appendix "B" - Work Scope (copy attached)
- Appendix "C" - Rate Schedule (copy attached)
- Appendix "D" - Uniform & Appearance Guidelines for Distribution Line Contractors (copy attached)
- Appendix "E" - Distribution Line Contractors Monthly Safety Information Form (copy attached)
- Appendix "F" - Distribution Underground Construction Specifications (copy attached)
- Appendix "G" - Contractor's Proposal Letter dated September 14, 2000 (copy attached)

THE TOTAL VALUE OF THE CONTRACT SHALL NOT EXCEED [REDACTED] AND THIS AMOUNT SHALL NOT BE CHANGED EXCEPT BY WRITTEN AMENDMENT TO THE CONTRACT BY FPC'S MATERIALS AND CONTRACTS DEPARTMENT.

LINES
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2

IN WITNESS WHEREOF, Contractor and FPC have each caused this Contract to be executed by its duly authorized representatives on the last date shown below.

ABLE TELECOMMUNICATIONS & POWER, INC.

FLORIDA POWER CORPORATION

By: John T. Raburn
Title: President

By: C. R. Gillman
Title: Executive Director, Corporate Services

Date: 12-21-2000

Date: December 14, 2000

FPC Constbasbuy T&Cs
Original

10-27/2 (75)

ARTICLE 7. PRICE

As full and complete compensation for the Work performed under this Contract, FPC shall pay Contractor , per the Rate Schedule, Appendix "C" (hereinafter referred to as the "Contract Price").

ARTICLE 8. TAXES

Contractor shall pay all applicable federal, state, and local sales, consumer, use, excise, and other similar taxes required to be paid by Contractor in accordance with all federal, state, and local laws and regulations which are attributable to the performance of the Work hereunder, except that Contractor shall not be liable for taxes based upon FPC's income or taxes that are lawfully assessed against FPC. If any of the foregoing taxes are not paid in a timely manner, FPC may withhold the amount of any such taxes from any amounts owing to Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of Contractor and offset said amount against the Contract Price.

ARTICLE 9. INVOICING AND PAYMENT

A. Contractor shall submit invoices to the applicable Operations Center. The Contract Manager shall advise Contractor of the information required on each invoice.

B. Within thirty (30) days of date of the receipt of an acceptable invoice, FPC shall pay the agreed-upon invoice amount. In the event FPC disputes the invoice amount, FPC shall notify Contractor of the amount in dispute and the reasons thereof. FPC and Contractor shall fully cooperate with each other to resolve the dispute in a reasonable time.

C. FPC reserves the right to retain [REDACTED] or more of the invoice amount as retainage, which retainage shall be held to protect FPC against (i) the performance of Work which does not comply with the Contract Documents; (ii) defective Work that is not remedied within a reasonable period of time after written notification to Contractor; (iii) failure of Contractor to pay its subcontractor(s), suppliers or materialmen for labor, materials, or equipment; or (iv) claims filed or reasonable evidence indicating probable filing of claims against Contractor by its subcontractor.

D. Payments made by FPC hereunder shall not constitute a waiver of FPC's right to withhold payment herein, nor shall any payment preclude FPC from recovering any money previously paid to Contractor for Work which subsequently proves to be non-conforming to the Contract Documents.

Mark Danna (FPC). The information is to be provided by the tenth of the month.

Mark Danna
 Florida Power Corporation
 2600 Lake Lucien Drive, Suite 400, MT3B
 Maitland, FL 32751-7234
 Fax to (407) 475-2411

- The safety rating of the contractor will be determined by the number of incidents per 100 employees, the number of lost work day cases per 100 employees, and whether or not the contractor has a fatality. The incident rate (IR) and lost work day case rate (LWDCR) will be calculated based on the accidents that occur on the Company's system as compared to the number of man-hours worked by the contractor on the Company's system. This goal will be tracked from information provided to the company by the contractor on a monthly basis.

Example Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that is lower than the most recent three years national average for NAICS Code 2349-2040.

Example	Meets Goal	Exceeds Goal
Lost Work Days Cases	██████████ Lower than the National Avg.	Greater than ██████████ below the National Avg.
Total Incident Rate	██████████ Lower than the National Avg.	Greater than ██████████ below the National Avg.

LINES
1

2

- If the Contractor does not perform in the Meets or Exceeds categories, FPC reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, FPC reserves the right to take further action up to and including termination of the contract.

10-27/2 (110)

Trenchless, Directional Boring

All boring shall be done in a manner as to prevent the accumulation or spreading of boring lubricant mixtures on the surface of the ground or with in the ground. Access pits and pumping or vacuum equipment shall be used as appropriate. Contractor shall be responsible for the removal and proper disposal of boring lubricants.

All boring equipment shall be equipped with appropriate pads or protective equipment to prevent damage or permanent marking of paved surfaces and minimize damage to landscaped areas.

Conduit runs shall be installed as straight and level as possible. Conduit shall not deviate more than one (1) foot vertically to two (2) feet horizontally from the path prescribed on the work order without FPC coordinator/inspector/engineering approval. Conduit depth shall not change to accommodate splicing, or at either end of a bore. Pits and open trenches shall be used as necessary for installations of sweeps into equipment or to a pole.

Ducts shall be attached to the bore rods in such a manner that they remain circular. They shall be sealed such that no drilling fluids or other materials enter the duct during pullback operations

Installed ducts must be free of any material that would cause obstruction.

Duct check is required for all ducts using the proper mandrel for the duct size being checked. A pull string shall be installed in all ducts unless cable is to be installed at the time of duct installation.

As built sketches showing actual location and depth shall be prepared by the contractor for all installations and furnished to the FPC inspector/coordinator.

The following work functions include duct fusing, installation of pull string and site restoration. When pulling multiple size ducts on the same run, the first duct shall be charged as the largest size installed. Subsequent ducts shall be charged at the adder rate for the applicable duct size.

- Unit price from point to point of reasonable entrance and exit of bore, and will include any and all bends. (Will not necessarily be total length of material installed).
- Unit price shall include any and all hand digging for unit (point to point) installation.
- Unit price will include contractor provided pull string. (Mule tape will be provided by FPC if required).

Code	Item Description	Price Per Foot		Lines
		Sections	Coils	
-----	0" to 2" single duct	\$ [REDACTED]	\$ [REDACTED]	1
	adder for 2nd duct	\$ [REDACTED]	\$ [REDACTED]	2
	" " 3rd "	\$ [REDACTED]	\$ [REDACTED]	3
BD3(S/C)1	2 1/4" to 3" single duct	\$ [REDACTED]	\$ [REDACTED]	4

BD3(S/C)2 adder for 2nd duct
 BD3(S/C)3 " " 3rd "
 BD5(S/C)1 3 1/4" to 5" single duct
 BD5(S/C)2 adder for 2nd duct
 BD5(S/C)3 " " 3rd "
 BD6(S/C)1 6" single duct
 BD6(S/C)2 adder for 2nd duct
 BD6(S/C)3 " " 3rd "
 ----- 6" SINGLE DUCT BORE GUARD 20' Sections
 adder for 2nd duct
 " " 3rd "
 BD7(S/C)1 7" single duct
 BD7(S/C)2 adder for 2nd duct
 BD7(S/C)3 " " 3rd "
 BD8(S/C)1 8" single duct
 BD8(S/C)2 adder for 2nd duct
 BD8(S/C)3 " " 3rd "

		Appendix C		Lines
\$	[REDACTED]	\$	[REDACTED]	1
\$	[REDACTED]	\$	[REDACTED]	2
\$	[REDACTED]	\$	[REDACTED]	3
\$	[REDACTED]	\$	[REDACTED]	4
\$	[REDACTED]	\$	[REDACTED]	5
\$	[REDACTED]	\$	[REDACTED]	6
\$	[REDACTED]	\$	[REDACTED]	7
\$	[REDACTED]	\$	[REDACTED]	8
\$	[REDACTED]			9
\$	[REDACTED]			10
\$	[REDACTED]			11
\$	[REDACTED]	\$	[REDACTED]	12
\$	[REDACTED]	\$	[REDACTED]	13
\$	[REDACTED]	\$	[REDACTED]	14
\$	[REDACTED]	\$	[REDACTED]	15
\$	[REDACTED]	\$	[REDACTED]	16
\$	[REDACTED]	\$	[REDACTED]	17

(S/C) S – Sections / C – Coils (i.e. BD3S1 – would be 2 1/4" to 3" single duct sectional conduit)

SET-UP CHARGE (Directional Boring):

This item allows for a set-up charge that will be added to each Directional Bore location. The charge is calculated by adding an additional forty (40) feet to each Directional Bore location at the per foot price for the applicable size. If multiple ducts are being installed at the same location, the set-up charge is based on the largest duct.

Cable and Conduit Placement

- Duct check is required for all conduits/ducts using the appropriate mandrel for the conduit size. Pull string shall be installed in all ducts unless cable is installed at the time of duct installation.
- Unit price for cable placement is point to point, (i.e.: terminal pole to transformer, transformer to transformer, etc.) plus standard set-up footage per work order. (Excessive stub up footage is not included).
- Conduit unit is point to point with bends included. (scrap not counted).
- Proper care and handling of all materials is required. **DO NOT** drag cables along ground/pavement, (place in trench). **DO NOT**, allow cables to be run over by vehicles. **DO NOT** kink cables. **DO NOT** allow cables ends to remain uncapped over night or for any extended period, (prevent water from entering cables). **DO NOT** allow to be installed, any cable that has been subject to abusive handling which may have caused damage to the cable (prevents future failure/outage). The proper handling of all materials to avoid losses and insure expected performance and life of the material used.

10-27/2 (114)

Item Description by Ace Code:

- UP12 Refers to single phase primary cable #2 & # 1/0 along with wrapped UG secondary conductors, service and street light, in addition to communications lines (this includes all secondary cables).
- UP12A Refers to 15KV single-phase primary #2 and #1/0. Adder is per additional phase.
- UP19 Refers to 15 kv primary, three phase #2 & #1/0.
- UP35 Refers to 15 kv primary, three phase # 4/0 and up to # 500KCM. (special care of cables is required)
- UP35A Refers to 15KV single-phase primary #4/0 and up to #500 KCM. Cost is per phase.
- UP39 Refers to 15 kv primary, three phase # 750 KCM and up to # 1000 KCM. (special care of cables is required)
- UP39A Refers to 15KV single-phase primary #750 and up to #1000 KCM. Cost is per phase.
- DD Install 1" to 3" PVC conduit in open trench.
- DDP Install 1" to 3" coiled Poly duct in open trench.
- D45 Install 4" to 5" PVC conduit in open trench.
- D45P Install 4" to 5" coiled Poly duct in open trench.
- D6 Install 6" PVC conduit in open trench.
- D6P Install 6" coiled Poly duct in open trench.
- D6PS Install 6" sticks, Poly duct in open trench.**
- D7 Install 7" sticks, Poly duct in open trench.**

**Requires fusing or coupling of sticks, other than glued

- CIC15 Install 1 3/4" or smaller CIC (cable in conduit) in open trench.
- CIC23 Install 2" to 3" CIC (cable in conduit) in open trench.

Code	Item Description	Price Per Foot	
UP12	Place cables in open trench. #2-1/0 single phase primary		1
UP12A	Place cables in open trench, #2-1/0 single phase primary (adder for each additional phase)		2
UP19	Place cables in open trench. #2-1/0 three phase primary		3
UP35	Place cables in open trench. #4/0-500MCM three phase primary		4
UP35A	Place cables in open trench. #4/0-500MCM single phase primary (per phase)		5
UP39	Place cables in open trench. #750-1000MCM three phase primary		6
UP39A	Place cables in open trench. #750-1000MCM single phase primary (per phase)		7
DD	Place conduit in open trench		8

DDP	Place Poly duct in open trench
D45	" conduit " " "
D45P	" Poly duct " " "
D6	" conduit " " "
D6P	Place Poly duct in open trench, coils
D6PS	" " " " " " sticks
D7	" " " " " " "
CIC15	Place CIC in open trench, coils
CIC23	" " " " " "



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Cable Pulling and Handling

- Unit price is point to point, plus FPC standard stub for one end of pull. Stub up footage is to be recorded on the work order print.
- Maximum cable pulling tensions as specified by FPC Engineering shall not be exceeded. (special care of cable is required)
- FPC will furnish cable pulling compound, cable end caps, tape, color coding ties, and other consumables as is needed for the installation of conductors.
- When installing CIC or direct buried cable in conduit, the pulling cable codes will be used for the length of the conduit run (I.E. 120 feet from transformer 1X to 2X, 70 feet is direct buried and 50 feet is in conduit for road crossing. CC codes will only be applicable for 50 feet, the other 70 feet plus stub up will be paid utilizing the Cable and Conduit Placement codes.)
- All unit prices include setup time.

- CC1 Pull cables into existing conduit, single phase primary cables, #500KCM and smaller, CIC conductors, and all wrapped secondary cables up too and including #500KCM (three phase secondary cables are considered as wrapped).
- CC1L Pull cables into existing conduit, CIC conductors, single phase primary #750KCM and up to #1000 KCM.
- CC3S Pull cables in existing conduit, CIC conductors, three phase #500 KCM and smaller.
- CC3L Pull cables in existing conduit, CIC conductors, three phase primary cables #750KCM and up to #1000 KCM.

Code	Item Description	Price Per Foot
CC1	Pull cable in conduit	
CC1L	" " " "	
CC3S	" " " "	
CC3L	" " " "	



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Secondary Work Activities

- These units require a journeyman Electrician or journeyman Lineman to install. Always refer to Distribution Underground Construction Specifications for all activities.

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These units describe activities that pertain to the make up and installation into equipment as well as connections for 600 volt work.

- SS1 Install splice, secondary, single phase. (3 conductors to splice)
Conductor sizes vary from #8 to # 500 kcm.
- SS3 Install splice, secondary, three phase, (4 conductors to splice).
Conductor sizes vary from #8 to # 500.
- PEDS Install secondary pedestals, all types and sizes.(no makeup).
- TSC Tap up secondary and code. connect secondary or service into equipment
such as transformer or pedestal.
- G Install (drive) grounds per rod. (routine conditions).

Code	Item	Unit Price	Lines
SS1	Install splice single phase	[REDACTED]	1
SS3	" " three phase	[REDACTED]	2
PEDS	Install secondary pedestal	[REDACTED]	3
TSC	Tap secondary and code	[REDACTED]	4
G	Install grounds per rod	[REDACTED]	5

Equipment

(Load, Transport and Install)

- All installed equipment shall be installed on a compacted, level surface so as to remain level.
- All equipment shall be installed square to the surrounding area. (i.e.: Street, Property Lines, Buildings, etc.)
- Sod is to be placed only when appropriate and will be at the sod unit price for the type of equipment. (Approval of FPC inspector is needed for sod installation.) Sod unit prices shall include the cost of the sod, labor, and transportation.
- Sod unit shall extend (cover) 36" from edge of pad around entire length, interlocking pattern.

- CBBC Concrete pull/splice box, 2 pieces(with bottom) with lid. Two piece concrete lid or three piece metal lid.
- CBOC Concrete pull/splice box, one piece(without bottom) with lid. Two piece concrete lid or three piece metal lid.
- CBTC Concrete equipment mounting box,(ground sleeve), lids are sometimes installed. Sizes vary.
- PADS Concrete transformer pad, single phase. Used for single phase transformers and other various smaller equipment.
- PADL Concrete transformer pad, three phase. Used for medium and larger three phase transformers.

Code	Item Description	Unit Price		Lines
		Concrete	Fiberglass	
CBBC	Install 2 piece pull box w/ lid.	[REDACTED]	[REDACTED]	1
CBOC	" 1 " " " " "	[REDACTED]	[REDACTED]	2
CBTC	Install mounting box.	[REDACTED]	[REDACTED]	3
PADS	Install single phase pad.	\$ [REDACTED]		4
PADL	" three " "	\$ [REDACTED]		5
SODS	Install sod , small pad/equipment.	\$ [REDACTED]		6
SODL	Install sod, large pad/equipment.	\$ [REDACTED]		7

Transformers and Switchgear
(Load, Transport and Install)

- TA1L and TA5L units. These are turn key make up units which require a Journeyman Lineman.
- Unit -- ABED install absorption bed, includes contractor furnished material and installation of curb barrier. Traffic barriers will be furnished by FPC and installed by the contractor with-in the unit price.

- TA1L Transformer assembly, single phase. Install transformer 120/240 V and all necessary hardware to energize equipment.
- TA5L Transformer assembly, three phase. Install transformer, 120/240V or 277/480V and all necessary hardware to energize equipment.
- T1L Install single phase transformer and tie down, no make up involved.
- T5L Install three phase transformer and tie down, no make up involved.
- S6P22 Install switch gear, all types, on in-place mounting box, no make-up involved.
- PTES Install primary termination enclosure, single phase, no make-up.
- PTEL Install primary termination enclosure, three phase, no make-up.
- ABED Install absorption bed, for oil filled, pad mounted equipment including switch gear and transformer, mainly in the three phase size.

Code	Item Description	Unit Price	
TA1L	Install transformer assembly single phase.	[REDACTED]	8
TA5L	" " " three "	[REDACTED]	9
T1L	" " single phase.	[REDACTED]	10
T5L	" " three phase up to 750 kva	[REDACTED]	11
S6P22	Install switch gear, all sizes/types.	[REDACTED]	12
PTES	Install primary enclosure, small.	[REDACTED]	13
PTEL	" " " , large.	[REDACTED]	14
ABED	Install absorption bed.	[REDACTED]	15

Sod Note: If sod is required, sod unit prices from the Equipment section will apply

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(118)

Primary

- Installation of these units shall require a qualified Journey Lineman.
 - Material for these units will be furnished by FPC.
 - Units are all inclusive of equipment required to perform work including tools.
 - All splices, termination's, and installations where cable preparation is required, shall be tagged with the date, name of person performing work, and contractors name.
- TMP1 Install terminal pole riser, single phase termination. #2 up to and including #500KCM.
 TMP3 Install terminal pole riser, three phase terminations, #2 up to and including #4/0.
 TMP3L Install terminal pole riser, three phase terminations, #500 and up to and including #1000KCM.
 SP2 Install splice, primary, small, #2 and up to and including # 4/0. Prepare and make 200 Amp straight splice.
 SP6 Install splice, primary, large,#500 and up to and including #1000mcm. Prepare and make 600 Amp straight splice.
 TE Install 200 A elbow terminator. #2 up to and including # 4/0. Prepare and make 200 Amp termination.
 AE1L Install Elbow Arrester assembly in single phase equipment.
 AE3L Install Elbow Arrester assembly in three phase equipment.

Code	Item Description	Unit Price	Lines
TMP1	Primary riser on pole, single phase.	[REDACTED]	1
TMP3	Primary riser on pole, three phase, small.	[REDACTED]	2
TMP3L	" " " " " " , large.	[REDACTED]	3
SP2	Splice, primary, #2 to # 4/0.	[REDACTED]	4
SP6	" " #500 to # 1000KCM	[REDACTED]	5
TE	Terminator, elbow, 200 Amp.	[REDACTED]	6
AE1L	Arrester elbow, single phase.	[REDACTED]	7
AE3L	Arrester elbow, three phase.	[REDACTED]	8

Well Point Systems

Note: Covered under the additional services section of the rate schedule.

Large Equipment

Note: Covered under the additional services section of the rate schedule.

Services

Stub-Up (De-energized)

Unit prices for Stub-Up services shall include, opening, closing, compacting of trench, surface restoration, installing of conduit and cable, installing in meter can with pre-bend, installing in secondary pedestal, transformer and/or installing pole riser cable and guard from below ground to 8' to 10' up on pole. Color code cable as required.

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These unit prices cover cable sizes, #2 ,# 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	Lines
SSUS	Service Stub-up small, 0' to 70'	[REDACTED]	1
SSUL	" " large, 71' to 110'	[REDACTED]	2
SSULL	" " long, 111' to 150'*	[REDACTED]	3

*over 150', a unit price of [REDACTED] per ft will apply for additional footage over 150'. This [REDACTED] per foot unit price includes trenching, backfilling, restoration, and installation of cables & conduit. No other adders will apply.

Services
Make-Up (Energized)

Unit prices for Make-Up services shall include all the requirements for stub-up services and in addition shall include make-up to energize, including, make-up in meter can, secondary pedestals, transformer, splice at lot corner, and in addition shall include check-test of cable.

These unit prices cover cable sizes, #2 ,# 1/0, # 4/0, up to and including # 500.

Unit prices shall include the contractor furnished service coordinator to coordinate and schedule the service work.

Code	Item Description	Unit Price	
SMUS	Service make-up small, 0' to 70'	[REDACTED]	5
SMUL	" " large, 71' to 110'	[REDACTED]	6
SMULL	" " long, 111' to 150'*	[REDACTED]	7

*over 150', a unit price of [REDACTED] per ft will apply for additional footage over 150'. This [REDACTED] per foot unit price includes trenching, backfilling, restoration, and installation of cables and conduit. No other adders will apply.)

Additional Unit Prices for installation or make-up in energized equipment.

	Install	Install & Make-Up	
Pole riser service	[REDACTED]	[REDACTED]	9
<u>Make Hot:</u> Set Meter, Record, Hot		[REDACTED]	10

CONTRACTOR LABOR RATES

HOURLY RATES :

The scheduled work -week shall refer to 40 productive hours worked by the contractor, Monday through Saturday. The specific scheduled workday shall be established by FPC. Overtime will require the authorization of the FPC designated representative or designee.

The determination to use hourly versus unit pricing shall be at the discretion of FPC management or designee.

Contractor crew headquarters will be specified by FPC. Crew time shall commence when the labor unit is prepared to work at the designated headquarters. As required, when work at a single job site requires a 40 hour week or more to complete, the crew headquarters for one or more crews may be changed until the work or project is complete.

Travel time for labor and equipment will be compensated at contract rates when moving from job site to job site, on time and equipment jobs only.

In the event work requirements necessitate daily work assignment changes, travel time will be paid from the designated crew headquarters to the job site and from the job site back to the designated crew headquarters. (When hourly rates are used.)

FPC will pay the Contractor for "show-up" time, up to two hours for labor charges only, for non-productive time caused by inclement weather during the first two hours of the scheduled workday. Time lost may be made up upon mutual agreement of a work schedule. (When hourly rates are used.)

If requested to "Standby", FPC will pay the Contractor for labor and equipment at contract rates pending job or project assignments.

The labor unit size, composition, and equipment to be utilized will be specified by FPC management or designee. Except for "down time," equipment assigned to a job will be invoiced at contract rates for the duration of the job.

Inoperative equipment will be defined as a piece of equipment not suitable for use. As long as the equipment is inoperative, FPC will not be liable for payment until it is either repaired or replaced.

PERSONNEL RATES

<u>Classification*</u>	<u>2001-2004 Rate Per Hour</u>	Lines
Superintendent		1
Crew Foreman ¹		2

Unit Leader ²	[REDACTED]	1
Machine/Trencher Operator	[REDACTED]	2
Driver	[REDACTED]	3
Laborer	[REDACTED]	4
Journeyman Electrician ³	[REDACTED]	5
Journeyman Lineman ⁴	[REDACTED]	6
Flagman	[REDACTED]	7
Cable/Conduit Bore Replacement Crew ⁶	[REDACTED]	8
Storeroom Attendant ⁷ (Weekly Rate)	[REDACTED]	

Notes:

1. Should be "Working Foreman" if conditions warrant.
2. Responsible for complete project on small jobs (i.e. road crossings).
3. Will be responsible for working on energized equipment up to 600 volt. *Contractor to supply written qualification for each Electrician.*
4. Will be responsible for working on energized equipment and up to 35KV primary voltages. *This Classification must be a qualified Journeyman Lineman. Contractor to supply written qualification for each Electrician.*
5. Overtime rate [REDACTED] times regular hourly rate for all personnel except Cable/Conduit Bore Replacement Crew. 10
6. Overtime rate [REDACTED] times regular hourly rate for Cable/Conduit Bore Replacement Crew. 11
7. Storeroom Attendant rate is for a 40-hour workweek. Overtime if applicable will be charged at a rate of [REDACTED] per hour. 12
8. Personnel rates above are all-inclusive.

EQUIPMENT RATES

Equipment rates are all-inclusive and will be furnished with fuel. No billing will be submitted for inoperative equipment. Fueling and maintenance of equipment will be performed on contractor's time.

All trenching units will have cable chutes and include trailers. All combo trenchers shall be equipped with backhoe.

Equipment rates are not subject to an overtime rate.

<u>Item Description</u> Equipment	<u>2001-2004</u> <u>Hourly Rate</u>	Lines
Air Compressor (85-150 CFM, all hoses included)	[REDACTED]	1
Compactor - Jumping Jack	[REDACTED]	2
Compactor - Viber Plate	[REDACTED]	3
Crane (truck mounted, hydraulic, 14 ton or equivalent)	[REDACTED]	4
Jack Hammer w/bits	[REDACTED]	5
Missile (Bullet) (1" - 4" Capacity)	[REDACTED]	6
Pump, 3" (Mud and Trash Sucker with Suction Hose)	[REDACTED]	7
Roller, Asphalt (motorized)	[REDACTED]	8
Saw, Concrete (Street) (Hand Hold)	[REDACTED]	9
Sod Cutter	[REDACTED]	10
Trailer, (1000 Steel Reel Capacity)	[REDACTED]	11
Trailer, Utility	[REDACTED]	12
Trailer, Conduit	[REDACTED]	13
Back Hoe - Loader (12"-30" Bucket) with Trailer, 4 x 4	[REDACTED]	14
Back Hoe - Loader (12"-30" Bucket) with Trailer, 2 x 4	[REDACTED]	15

Back Hoe, Track (7/8 Yd. Bucket)	[REDACTED]	
Front Loader, (1 1/2 Yd. or Equivalent)	[REDACTED]	2
Truck, 1/2T - 1 1/2T or Equivalent	[REDACTED]	3
Truck, 2T or above	[REDACTED]	4
Truck, Dump (5 Yd.-10 Yd. Capacity)	[REDACTED]	5
Dozier, Small	[REDACTED]	6
Sweeper, w/Tractor	[REDACTED]	7
Boom (Derrick) Truck	[REDACTED]	8
Aerial Bucket Truck, up to 36'	[REDACTED]	9
Aerial Bucket Truck, up to 50'	[REDACTED]	10
Box Blade w/Tractor	[REDACTED]	11

Trenchers

2001-2004
Hourly Rate

<u>Walk Behind</u> Trencher	[REDACTED]	12
<u>18 HP</u> Trencher	[REDACTED]	13
Combo Trencher	[REDACTED]	14
<u>30/40 HP</u> Trencher	[REDACTED]	15
Combo Trencher	[REDACTED]	16
<u>50/75 HP</u> Trencher	[REDACTED]	17
Combo Trencher	[REDACTED]	18
Barricades, Lighted (DOT Approved)	[REDACTED]	19
Cones, Safety (DOT Approved)	[REDACTED]	20
Signs, Safety	[REDACTED]	21
Traffic Control Through Work Zone (DOT Approved)	[REDACTED]	22

ADDITIONAL SERVICES

Equipment Rental - Third Party: The Contractor shall arrange, at rates and terms subject to the approval of the Corporation, for equipment rental from others, for use on Work that is a part of the Work being performed by the Contractor. The actual cost of securing this service will be subject to the Contractor's overhead and profit markup of [REDACTED]

Line

1

Materials: The Contractor shall purchase, at rates and terms subject to the approval of the Corporation, all materials, except as noted below, to be used on Work that is a part of the Work being performed by the Contractor. Compensation for these services will be at cost, subject to the Contractor's overhead and profit markup of [REDACTED]

2

The exception to the above mentioned Contractor Purchase of Material would be the use of material furnished by the Corporation.

Subcontractor: The Contractor shall employ, at rates and terms subject to the approval of the Corporation, all subcontractors on work that is a part of the work being performed by the Contractor. Such subcontractors shall provide a Certificate of Insurance for the Contractor and Corporation's review.

The cost of securing such services will be subject to the Contractor's overhead and profit markup of [REDACTED]

3

Temporary Help Services (i.e., Manpower, Labor Force, etc.): The Contractor shall obtain, at rates and terms subject to the approval of the Corporation, temporary help services as requested by the designated Florida Power Corporation personnel.

The actual cost of securing such services will be subject to the Contractor's overhead and profit markup of [REDACTED]

4

Contractor shall furnish three (3) different quotes for the above service in order that the FPC representative may select the best offer.

END OF SECTION

10-27/2 (125)

RATE SCHEDULE
2003

CONFIDENTIAL
Rate _____, Lines >

Overhead

All Inclusive Man-Hour Rate

1.
2.

Overtime Premium Rate

Overtime premium rate is added to the all inclusive man-hour rate for all hours over 40 worked in a week.

Underground

Rate

Single-Phase Transformer Replacement

3

Primary Elbow Replacement

4

Secondary Splice Installation

5

Delay Charge (per Man-Hour)

6

Delay charge is applicable per Amendment 7 to all delays over one hour caused by Florida Power.

The above rates include all payroll taxes, fringes, vacation pay, overhead, management oversight, and profit to the Contractor
Normal workweek will be 40 hours a week.

Pike will observe the same Holidays as Progress Energy Florida unless changes are approved in advance by the Progress Energy Designated Representative.

Rates are effective from January 01, 2003 through June 30, 2003.

(10-27/3)

"ORIGINAL"

AMENDMENT 012
To
Contract No. 51015

"CONFIDENTIAL"
This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

This contract is amended as follows:

1. A rate of \$ [redacted] per man-hour, for stand-by time on FPC's system, is hereby incorporated into Appendix "C".
2. The contract number is changed as follows:

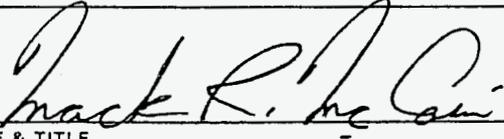
From: D8001920
To: 51015

Indicate the new contract number on all invoices and future correspondence pertaining to this contract.

CONFIDENTIAL

FROM [redacted]	BY [redacted]	TO [redacted]
--------------------	------------------	------------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PIKE ELECTRIC, INC.	PROGRESS ENERGY SERVICE COMPANY, LLC Not in its individual capacity, but solely as agent for FLORIDA POWER CORPORATION
BY 	BY 
NAME & TITLE John H. Merritt Vice President	NAME & TITLE John S. Gillman Executive Director, Corporate Services
DATE May 6, 2002	DATE *April 30, 2002

"ORIGINAL"

FLORIDA POWER CORPORATION

AMENDMENT 011
To
Contract No. D8001920

"CONFIDENTIAL"
This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees through a "need to know" is prohibited.

This contract is amended as follows:

1. The total value of this contract is changed as indicated below and the period of performance is extended through December 31, 2002.
2. Contractor's Rate Schedule for 2002, for routine work, is attached hereto as Exhibit A.
3. 2002 Storm Rates - Florida Power, for major storm/emergency services, is attached hereto as Exhibit C. Work under these rates will be in accordance with the 2002 Storm Restoration Specifications, attached hereto as Attachment E.
4. The Distribution Line Contractors Monthly Safety Information Form is hereby revised per Attachment D, attached hereto.

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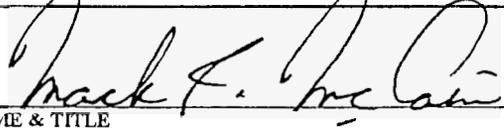
Line

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [REDACTED]	BY [REDACTED]	TO [REDACTED]
--------------------	------------------	------------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY 	BY 		
NAME & TITLE John H. Merritt Vice President	NAME & TITLE John S. Gillman Executive Director, Corporate Services		
DATE December 31, 2001	DATE *December 19, 2001		

10-2713

Pike Electric, Inc.

Exhibit A

RATE SCHEDULE
2002

CONFIDENTIAL

<u>Overhead</u>	<u>Rate</u>	<u>Lines</u>
All Inclusive Man-Hour Rate	[REDACTED]	1
Overtime Premium Rate	[REDACTED]	2
Overtime premium rate is added to the all inclusive man-hour rate for all hours over 40 worked in a week.		
<u>Underground</u>		
Single-Phase Transformer Replacement	[REDACTED]	3
Primary Elbow Replacement	[REDACTED]	4
Secondary Splice Installation	[REDACTED]	5
Delay Charge (per Man-Hour)	[REDACTED]	6

Delay charge is applicable per Amendment 7 to all delays over one hour caused by Florida Power.

The above rates include all payroll taxes, fringes, vacation pay, overhead, management oversight, and profit to the Contractor. Above rates are applicable to all work including storms with the exception of Major Storms (i.e. Hurricanes, etc.). Refer to Exhibit "C" and Attachment "E" for Major Storm rates.

Normal workweek will be 40 hours a week.

Pike will observe the same Holidays as Florida Power unless changes are approved in advance by the Florida Power Designated Representative.

Rates are effective from January 01, 2002 through December 31, 2002.

10-27/3
..

2002 Storm Rates – Pike Electric, Inc.
Florida Power

CONFIDENTIAL

Below are the Emergency Restoration Rates for Florida Power for January 1, 2002 through December 31, 2002 for Major Storms (i.e. Hurricanes, etc.) Rates are subject to 2002 Storm Restoration Specifications, Attachment "E".

Billing Rates

<u>Job Classification</u>	<u>Regular Hourly Billing Rate</u>	<u>Overtime Hourly Billing Rate</u>	<u>LINES</u>
Foreman	[REDACTED]	[REDACTED]	1
Lineman	[REDACTED]	[REDACTED]	2
Groundman	[REDACTED]	[REDACTED]	3
Truck Driver	[REDACTED]	[REDACTED]	4
Equipment Operator	[REDACTED]	[REDACTED]	5

A normal workday is ten hours per day, 7:00 a.m. to 5:30 p.m. Every hour worked outside this time will be overtime. All holiday work will be billed as overtime. All Saturday and Sunday work will be billed as overtime.

Overhead Rate for Labor

The overhead percentage listed below will increase the salaries listed above. This overhead will cover contractor expenses, all overheads of personnel, taxes, insurance, supervision, profits, etc., relative to contractor's labor.

Overhead for Personnel: [REDACTED]

6

Equipment Rates

All equipment will be equipped to perform storm restoration work. The rate will include all contractor expenses relative to contractor's equipment.

	<u>Hourly Rate</u>	
Articulating Bucket Truck – 2WD		
Boom Height 50' or less	[REDACTED]	7
Boom Height greater than 50'	[REDACTED]	8
Articulating Bucket Truck – 4WD		
Boom Height 50' or less	[REDACTED]	9
Boom Height greater than 50'	[REDACTED]	10

10-27/3

2002 Storm Rates – Pike Electric, Inc.
Florida Power

Equipment Rates Continued

		Lines
Digger Derrick Truck – 2WD		
Boom Capacity up to 10,000 lbs.	[REDACTED]	1
Boom Capacity greater than 10,000 lbs.	[REDACTED]	2
Digger Derrick Truck – 4WD		
Boom Capacity up to 10,000 lbs.	[REDACTED]	3
Boom Capacity greater than 10,000 lbs.	[REDACTED]	4
Bombardier with digging capability	[REDACTED]	5
Knuckle Boom Truck	[REDACTED]	6
Line Truck Skidder	[REDACTED]	7
Bucket Truck Skidder	[REDACTED]	8
Pickup Truck – 2WD		
Capacity ½ ton	[REDACTED]	9
Capacity ¾ ton	[REDACTED]	10
Capacity 1 ton	[REDACTED]	11
Pickup Truck – 4WD		
Capacity ½ ton	[REDACTED]	12
Capacity ¾ ton	[REDACTED]	13
Flatbed Truck – 4WD, Capacity 1 ton	[REDACTED]	14
Dump Truck – Capacity up to 5 tons	[REDACTED]	15
Tractor Trailer & Lowboy	[REDACTED]	16
Pole Trailer	[REDACTED]	17
Single Reel Trailer	[REDACTED]	18
Wire Pulling Tensioner	[REDACTED]	19
Backhoe, 36" Bucket Capacity; ½ cubic yd. Loader	[REDACTED]	20
Equipment Trailer	[REDACTED]	21

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(12)

2002 Storm Rates – Pike Electric, Inc.
Florida Power

Due to the cost associated with mobilizing large pieces of equipment, we plan to use the following billing procedure for equipment mobilized outside the State of Florida:

Lines

All equipment other than pickup trucks shall be invoiced at a rate of [redacted] per route to and from the Florida Power system. This shall be in lieu of the hourly billing rates listed on the attachment. The hourly rates shall apply after the equipment arrives on the Florida Power system.

1

The normal billing rates for this equipment are inadequate to cover the unusually high cost of long trips for which these trucks are not designed. The pickup trucks shall be invoiced at the hourly rate during mobilization and while on the Florida Power system.

Employees' Expenses

All tickets and bills submitted to Florida Power on invoices will reflect the actual expenses plus overhead shown below:

Overhead

Lodging of Employees
Meals of Employees

[redacted]
[redacted]

2
3

10-27/3
(111)

Pike Electric, Inc.
2002 Storm Restoration Specifications

1. The request for service from Florida Power (Host Utility) will specify equipment and personnel classifications to be provided, geographic location, person to be contacted and local phone number, where applicable, or if available. Contractor shall not provide additional personnel or equipment without the consent of the Host Utility's Designated Representative.
2. If your assistance is required, Host Utility will send Contractor a work authorization, which must be signed and returned along with an insurance certificate naming Host Utility as owner prior to crews starting work. Contractor must also fax or e-mail a detailed listing of employee's names, cell phone numbers, and equipment your company is sending to our aid.
3. In transit to and from Host Utility, Contractor will provide food and housing at actual cost [REDACTED]. If possible, upon arrival, Contractor personnel will be fed and housed by Host Utility. If Host Utility requests Contractor to supply food and lodging while on site, Contractor shall invoice Host Utility at actual cost [REDACTED]. Host Utility expects that a minimum of two (2) employees will share a room.
4. All miscellaneous charges other than food, fuel, and lodging must have prior approval by Host Utility and will be paid at actual cost [REDACTED].
5. Contractor Personnel shall come prepared with appropriate personal protective equipment, handtools, lights, personal items, and foul-weather gear to perform work within the geographical areas specified under adverse weather conditions.
6. Contractor supervision shall be equipped with cell phones and radios for communication. Cell phone charges are included as part of the Overhead Rate for Labor, Exhibit "C".
7. Equipment shall be fully prepared and capable of sustained operations in all operating ranges and free of defects. Fuel costs are not included in the equipment rates. Contractor will be reimbursed for fuel as stated in Item # 8 below, or during sustained operation, when possible Host Utility will furnish fuel.
8. Equipment reimbursement will be based on the rates, Exhibit "C", for portal-to-portal hours or miles the equipment is in-transit and for hours-utilized working on storm restoration. Fuel costs are not included in the hourly rates, however; they are included in the portal-to-portal in-transit mileage cost. All fuel cost re-imbursement will be at actual cost [REDACTED].
9. Host Utility standards and specifications will apply to work performed as applicable. If not applicable, industry standards will apply.
10. Labor reimbursement will be based on the hourly billing rates, Exhibit "C", for portal-to-portal in-transit hours and for hours worked on storm restoration. Overtime rates will apply to all Holidays, hours worked outside the hours of 7 AM to 5:30 PM Monday through Friday, or all hours over forty (40) hours worked in a week.
11. Rates are valid until December 31, 2001, subject to renewal for additional twelve- (12) months with the mutual agreement of the parties concerned.
12. Either party may terminate this agreement upon thirty- (30) days written notice.

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"ORIGINAL"

FLORIDA POWER CORPORATION

AMENDMENT 010
To
Contract No. D8001920

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"CONFIDENTIAL"

This contract is amended as follows:

1. Funding is increased, as indicated below, to cover the costs associated with an increase in the number of crews for distribution pole replacement work, feeder projects and SCORE work. Beginning on September 4, 2001, billing for pole replacement work shall revert from the current unit prices, specified in Amendment No. 008, to the previous all-inclusive labor/equipment rate of [REDACTED] per man-hour.
2. Contractor requirements and responsibilities contained in Attachments A, C and D, from Amendment No. 008, are applicable to all of Contractor's crews working at FPC.

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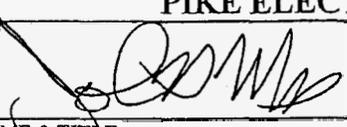
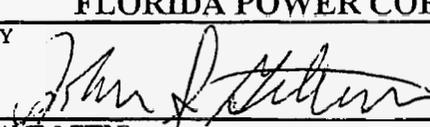
THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [REDACTED]	BY [REDACTED]	TO [REDACTED]
--------------------	------------------	------------------

2

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY 	BY 		
NAME & TITLE John H. Merritt, Vice President	NAME & TITLE John S. Gillman Executive Director, Corporate Services		
DATE September 4, 2001	DATE *August 29, 2001		

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FLORIDA POWER CORPORATION

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AMENDMENT 009

To

Contract No. D8001920

"CONFIDENTIAL"

This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited. Lines

This contract is amended as follows:

Effective June 4, 2001, Contractor will install/remove single-phase padmount transformers, ranging in size from 25KVA up to and including 167KVA, for an all-inclusive price of [REDACTED] per transformer. Included in this unit price is the cost of the Easy Hauler 2500 equipment, for which Contractor has been invoicing at the rate of [REDACTED] per month. 1
2

CONFIDENTIAL

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [REDACTED]	BY [REDACTED]	TO [REDACTED]
-----------------	---------------	---------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY [Signature]		BY [Signature]	
NAME & TITLE John H. Merritt Vice President		NAME & TITLE John S. Gillman Executive Director, Corporate Services	
DATE June 22, 2001		DATE *June 14, 2001	

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"ORIGINAL"

FLORIDA POWER CORPORATION

CONFIDENTIAL

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AMENDMENT 008

To

Contract No. D8001920

A

This contract is amended as follows:

- 1) Provide supervision, labor, equipment and tools, necessary to replace between 700 and 1000 distribution poles in FPC's Suncoast and South Central Regions. All work performed shall be in compliance with FPC's Safety Manual and Distribution Overhead Construction Specification Manual. In addition, Contractor shall comply with the requirements contained in Attachments A, C and D, copies attached hereto. Contractor shall utilize a minimum of three (3) five (5) man crews, at all times, to accomplish the pole replacement work. Contractor shall begin pole replacement work on or about April 16, 2001 and shall complete the work no later than December 20, 2001.
- 2) Beginning June 4, 2001 and for ninety (90) days thereafter, pole replacement work shall be billed per the unit prices contained in Attachment B, copy attached hereto. After the aforementioned ninety (90) day period, either Contractor or FPC, or both, may elect to return to the hourly billing rate in effect prior to June 4, 2001.
- 3) FPC's Designated Representatives for this contract are as follows:
 Central Region - Lisa Wingfield, telephone number (407) 475-2413
 Coastal region - Brian Marley, telephone number (727) 562-3849
- 4) The total value of this contract is changed, as indicated below.

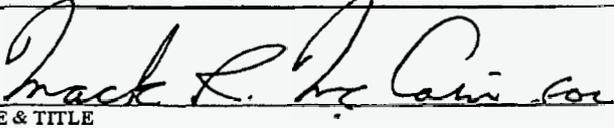
Lines

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY		BY	
NAME & TITLE	John H. Merritt Vice President	NAME & TITLE	John S. Gillman Executive Director, Corporate Services
DATE	May 21, 2001	DATE	*May 16, 2001

10-2713

If contractor were to deny a claim, the contractor must provide specifics as to basis for denial to the FPC claims representative.

- Any damage caused to existing utilities will be the sole responsibility of the Contractor. When work is completed, the job site will be left in a condition acceptable to the designated representative or his designee. Work performed within public streets and road rights-of-way will have pavement and parkway restored to city and/or county and/or state specifications.
- Resolution of conflicts with other utilities is the responsibility of the Contractor.
- The Contractor is responsible for notifying property owners and the public of work being performed. This will include the use of door hangers, badges, signs, or any other means deemed appropriate by FPC.
- The Contractor shall, at its expense, obtain all Federal, State, City, and local authority permits and licenses. These must be kept on the job site.
- All traffic control will be the responsibility of the Contractor.
- The Contractor will immediately notify FPC designated representative in the event that the Contractor's actions cause an interruption or outage to FPC equipment and/or its Customers. Contractor will be assessed [REDACTED] for any outage that is the result of contractor negligence or inappropriate work practices.
- If hazardous conditions are encountered that contractor can not make safe, contractor must immediately notify FPC and standby until appropriate FPC personnel arrive.
- Conflicts between the contractor and FPC will be resolved via written statements with the appropriate designated representative.
- Environmental hazards shall be reported to a FPC Supervisor immediately.
- At least one member of every crew must carry FPC contractor identification (provided by FPC).
- All contractor vehicles must be identified as FPC contractors (magnetic signs provided by FPC).
- FPC will provide for all required switching through FPC's Dispatch Department. A minimum of 24 hours notice must be provided for all switching request and placement of any required stop test.

LINE
1

Work Schedule

It is imperative that all work shall be completed by December 20, time is of the essence. Contractor must supply a schedule outlining the number of crews proposed to complete work along with start dates and completion dates. Monthly updates must be provided reflecting progress and revisions to schedule. FPC has the right and authority to deviate contractor's schedule. There will be no additional charges to meet the schedule deviation.

Safety

- Contractor will develop, maintain, and administer its own safety program. Contractor must submit a safety plan, detailing how they will accomplish the day to day work activities and insure the safety of their employees and the public. Contractor must review the FPC Safety Manual and document any rules that they do not plan to follow as an exception in their safety plan. The contractor's safety plan must convey their plan to insure the safety of their employees specific to any safety rules they list as an exception in the FPC Safety Manuals.

- Contractor performance regarding safety is critical to the success of this contract. Contractor will be expected to perform in accordance with the range of acceptable performance in the Meets or Exceeds categories on a monthly and annual basis for the appropriate SIC code. The Contractor is to provide the total number of injuries, the total lost workday cases, and total man-hours worked per month on the FPC system only, while performing duties outlined in this contract using Attachment D. This information will to be reported on a monthly basis to Kevin Sullivan (FPC.) The information is to be provided by the tenth of the month.

Kevin Sullivan
 Florida Power Corporation
 2600 Lake Lucien Drive, Suite 400, MT3B
 Maitland, FL 32751-7234
 Fax to (407) 475-2210

- The safety rating of the contractors will be determined by the number of incidents per 100 employees, the number of lost work day cases per 100 employees, and whether or not the contractor has a fatality. The incident rate (IR) and lost work day case rate (LWDCR) will be calculated based on the accidents that occur on the Company's system as compared to the number of man-hours worked by the contractor on the Company's system. This goal will be tracked from information provided to the company by the contractor on a monthly basis.

Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that is lower than the most recent three years national average for SIC Code 1623.

Lines

Example	Annual *National Avg.	<u>Does Not Meet Goal</u>	Meets Goal	Exceeds Goal
Lost Work Days Cases	██████████	██████████	██████████	██████████
Total Incident Rate	██████████	██████████	██████████	██████████

1
2

- If the Contractor does not perform in the Meets or Exceeds categories, FPC reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, FPC reserves the right to take further action up to and including termination of the contract.

What FPC Will Provide

- Furnish the Contractor with files and/or maps showing locations of poles which are subject for replacement.
- All material.
- A single point-of-contact in each Operation Center/Region.

General Process

- FPC inspectors will periodically inspect work while in progress and will inspect jobs, which have been submitted as completed. Contractor will be required to correct work, to stop work,

- Junction Pole
- e) Wire: 1/0 and smaller \$ [REDACTED] Wire 1/0 and smaller \$ [REDACTED] 1
 - Dead-end Conductor [REDACTED] 2
 - f) Wire: above 1/0 \$ [REDACTED] Wire above 1/0 \$ [REDACTED]
 - Dead-end Conductor [REDACTED]

IV Primary Equipment & Attachments

- a) Single Phase Transformer: (per transformer) OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 3
Transformer prices include: primary lead and connections, secondary leads, cutout, lightning arrester, grounds and ground rods, animal protection, and neutral, secondary and service connections.
- b) Single Phase Cutout: (per cutout) OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 4
Cutout prices include: bracket, leads, lightning arrester, grounds and ground rods, animal protection, neutral and primary attachments, and all connections. (note: not applicable for transformers, or primary risers)
- c) Single Phase Open Air Switch: (per switch) OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 5
(300 & 600 Amp Switches)
Switch prices include: bracket, leads, lightning arrester, grounds and ground rods, animal protection, neutral and primary attachments, and all connections. (note: not applicable if primary riser)
- d) Single Phase Primary Riser: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 6
Primary Riser prices include: terminator, duct, bracket, leads, cutout, or open air switch, lightning arrester, grounds and ground rods, animal protection, neutral, secondary and primary attachments, and all connections.
- e) Two Phase Primary Riser: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 7
Primary Riser prices include: terminator, duct, bracket, leads, cutouts, or open air switches, lightning arresters, grounds and ground rods, animal protection, neutral, secondary and primary attachments, and all connections
- f) Three Phase Primary Riser: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 8
Primary Riser prices include: terminator, duct, bracket, leads, cutouts, or open air switches, lightning arresters, grounds and ground rods, animal protection, neutral, secondary and primary attachments, and all connections.
- g) Three Phase Primary Riser OPEN [REDACTED] CLOSED \$ [REDACTED] 9
(350 MCM conductor and larger)
Primary Riser prices include: terminator, duct, bracket, leads, cutouts, or open air switches, lightning arresters, grounds and ground rods, animal protection, neutral, secondary and primary attachments, and all connections.
- h) Primary Guy (per guy) OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 10
Guy prices include: Anchor guys, head guys, storm guys, all connections, guy guards.
- i) Single Phase Lightning Arrester OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 11
Lightning arrester prices includes: ground and ground rods, moldings, brackets, leads, and all connections. (note: not applicable if transformer, or primary riser)

j) Replace Anchor (per anchor) OPEN \$ [REDACTED] CLOSED \$ [REDACTED]
 Existing anchor should be used whenever possible. Replace Anchor price includes:
 Installation of new anchor and removal or abandonment of old anchor. Where possible,
 remove old anchor. If abandonment of anchor is required, anchor rod must cut off 18 inches
 below ground-line and hole back filled and tamped.

k) Underground Secondary Splice: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 2
 (4/0 conductor and smaller, per secondary)
 Underground Secondary Splice price includes: locating, digging up the conductor, grounding,
 landscape restoration, and splicing all conductors (3 or 4) for single or three phase
 secondaries.

l) Underground Secondary Splice: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 3
 (350 conductor and larger, per secondary)
 Underground Secondary Splice price includes: locating, digging up the conductor, grounding,
 landscape restoration, and splicing all conductors (3 or 4) for single or three phase
 secondaries.

m) **Underground Primary Splice (per phase): OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 4
 (4/0 conductor and smaller)
 Underground Primary Splice price includes: locating, digging up the conductor, grounding,
 landscape restoration, and splicing the conductor. Currently it is anticipated that FPC will
 make all primary splices.

n) **Underground Primary Splice (per phase): OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 5
 (350 conductor and larger)
 Underground Primary Splice price includes: locating, digging up the conductor, grounding,
 landscape restoration, and splicing the conductor. Currently it is anticipated that FPC will
 make all primary splices.

o) Replace Pole Encased in Concrete or Asphalt: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 6
 Replace Pole Encased in Concrete or Pavement price is in addition to the pole replacement
 charges in items I or II. The ground line of the pole must be encased by concrete or asphalt by
 at least 50% of the pole base circumference for this charge to apply. Old pole holes must be
 back filled with dirt and tamped. Cement or asphalt must be added to same consistency of
 existing surrounding surface material and grade. Area surrounding new pole must be fully
 back filled with dirt and tamped. Asphalt or cement must be added to bring immediate
 surrounding area of pole ground line to same consistency and grade of the existing
 surrounding surface.

p) Trip Charge: OPEN \$ [REDACTED] CLOSED \$ [REDACTED] 7
 Trip Charge prices include: All-inclusive charge for going to a pole that has already been
 replaced. Crew or General foreman should already be in general area replacing other poles.

V Time & Equipment Hourly Rate
 All-inclusive hourly rate for men and equipment.

- a) All Inclusive Man-Hour Rate for Time & Equipment \$ [REDACTED] 8
- b) All Inclusive Overtime Man-Hour Rate for Time & Equipment \$ [REDACTED]

10-27/3

- c) All Inclusive Half-Time Man-Hour Rate for Time & Equipment \$

Notes:

1. The following poles if replaced by Contractor will be worked on Time and Equipment rates: capacitor bank poles, recloser poles, voltage regulator poles, and GOS switch poles.
2. Delays of more than one hour in duration, which are caused by FPC, shall be invoiced at the man-hour rate. All delays must be documented with FPC's designated contact.
3. Non-emergency overtime must be pre-approved by FPC.
4. Half-time is for work where FPC requests the contractor to work more than 40 hours per week and the contractor is being paid on units for the poles being replaced. The half-time rate will only apply to hours in excess of 40 per week.
5. Open: Any pole that can be worked with normal line equipment.
6. Closed: Any pole that requires special equipment to set the pole or must be set by hand.
7. There are approximately 1615 poles - North Central Region (Jamestown and Apopka), 630 poles - South Central (Buena Vista area), and 461 poles in Suncoast (St. Pete.)
8. ****All primary splices to be made by FPC.**

The contractor must specify the number of poles, which the above rates are valid, by placing a check in the appropriate box:

Rates valid for Over 2000 poles, X 1000 – 1999 poles, 500 – 999 poles, 0 – 499 poles, or any number of poles.

If you are only interested in working in a particular Area please specify Area by placing a check in the appropriate box:

North Central Region South Central X Suncoast X

Prices submitted by: with PIKE ELECTRIC, INC.
John H. Merritt, Vice President

Date: March 8, 2001

10-27/3
(-7)

''ORIGINAL''



CONFIDENTIAL

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AMENDMENT 006
To
Contract No. D8001920

CONFIDENTIAL

This contract is amended as follows:

Lines

- 1) Effective January 1, 2001, Contractor's all-inclusive labor/equipment rate is changed from [redacted] to [redacted] per man-hour.
- 2) The period of performance is extended to and including December 31, 2001 and the total value is changed as indicated below.

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [redacted]	BY [redacted]	TO [redacted]
-----------------	---------------	---------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY [Signature]	BY [Signature]		
NAME & TITLE John H. Merritt, Vice President	NAME & TITLE for John S. Gillman Executive Director, Corporate Services		
DATE January 4, 2001	DATE *January 2, 2001		

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Florida Power CORPORATION

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AMENDMENT 007
To
Contract No. D8001920

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This contract is amended as follows:

Beginning March 1, 2001 and ending April 13, 2001, Contractor will replace all single-phase padmount transformers from 25KVA up to and including 167KVA for an all-inclusive price of [redacted] per unit. Included in this price is a delay charge (for any delays caused by FPC over one hour) of [redacted] per man-hour. On or before April 13, 2001 both Contractor and FPC must give their consent for the per unit pricing to continue past April 13, 2001, otherwise the billing structure will return to the pre March 1, 2001 rate of [redacted] per man-hour.

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [redacted] BY [redacted] TO [redacted] 4

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.
BY [Signature]
NAME & TITLE
John H. Merritt, Vice President
DATE
February 26, 2001

FLORIDA POWER CORPORATION
BY [Signature]
NAME & TITLE
John S. Gultman
Executive Director, Corporate Services
DATE
February 20, 2001

10-2713
(31)



Randy Beasley, Manager of Operations
Southern Region
FAX: 336-719-7453

PIKE ELECTRIC, INC., P. O. BOX 868, 100 PIKE WAY, MOUNT AIRY, NC 27030 TELEPHONE: 336-789-2171

September 1, 2000

CONFIDENTIAL

Mr. Dave Maxon
Florida Power Corporation
2600 Lake Lucien Drive
Maitland, FL 32751

Subject: Addendum to Contract D8001920

Dear Mr. Maxon:

At your request to Gene Walden, please add the following equipment rate to the above contract:

<u>Description</u>	<u>Rate</u>	Lines
(SDF Machine) Easy Hauler 2500	██████████ per month	1

Note: If we incur any move-on or move-off expenses, we plan to invoice Florida Power Corporation an estimated cost of ██████████ per move on or move off. If our expense is different from ██████████ we plan to invoice Florida Power Corporation the actual cost.

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Please give me a call if you have any questions.

Sincerely,

PIKE ELECTRIC, INC.

Randy Beasley
Manager of Operations - Southern Region

jw

c: Mr. Cliff Berden

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Florida
Power
CORPORATION

AMENDMENT 005
To
Contract No. D8001920

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This contract is amended as follows:

Incorporate Contractor's letter dated September 1, 2000, for Easy Hauler 2500 equipment (copy attached hereto).

Lines

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [REDACTED]	BY [REDACTED]	TO [REDACTED]
--------------------	------------------	------------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY 	BY 		
NAME & TITLE John H. Merritt Vice President	NAME & TITLE John S. Gillman Director, Materials and Contracts		
DATE September 29, 2000	DATE *September 27, 2000		

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AMENDMENT 003
To
Contract No. D8001920

This contract is amended as follows:

1. Funding is increased to continue Distribution Construction Services for the repair, servicing and modification of existing facilities as identified for year 2000 programs. Lines
2. The all-inclusive labor/equipment man-hour rate to change from [redacted] per man-hour. 1
3. The period of performance is extended from December 31, 1999 to December 31, 2000.

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [redacted]	BY [redacted]	TO [redacted]
--------------------	------------------	------------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.	FLORIDA POWER CORPORATION
BY 	BY
NAME & TITLE John H. Merritt Vice President	NAME & TITLE John S. Gillman Director, Materials and Contracts
DATE December 28, 1999	DATE *December 21, 1999

10-27/3
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Florida Power CORPORATION

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AMENDMENT 004 To Contract No. D8001920

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CONFIDENTIAL

This contract is amended as follows:

The total value of this contract is changed, as indicated below.

Lines

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY		BY	
NAME & TITLE	John H. Merritt, Vice President	NAME & TITLE	John S. Gillman Director, Materials and Contracts
DATE	August 1, 2000	DATE	*July 25, 2000

10-27/3 (36)



John H. Merritt, Vice President
Southern Region
FAX: 336-719-7453

ELECTRIC, INC., P. O. BOX 849, 100 PIKE WAY, MOUNT AIRY, NC 27030 TELEPHONE: 336-719-2171

May 11, 1999

CONFIDENTIAL

Mr. Roy E. Whittaker, Jr.
Senior Materials and Contracts Agent
Mail Address Code (BB2A)
Florida Power Corporation
P. O. Box 14042
St. Petersburg, FL 33733

Subject: SCORE Project

Dear Mr. Whittaker:

Lines

At your request, we have reviewed our man-hour rate. We are in agreement to reduce our current rate by [redacted]. Effective June 1, 1999, we propose a rate of [redacted] per man-hour. We appreciate the opportunity to negotiate on this additional work.

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If you have any questions or need further information, please give me a call.

Very truly yours,

PIKE ELECTRIC, INC.

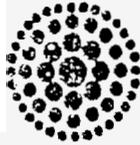
John H. Merritt
Vice President

jw

7/21/99
To: David Amato

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AMENDMENT 002
To
Contract No. D8001920

This contract is amended as follows:

1. Funding is increased to continue Distribution Construction Services for the repair, replacement and modifications of existing facilities as identified in the SCORE program in the North Florida Region. Line: 1
2. The all-inclusive labor/equipment man-hour rate for the SCORE program is reduced from [redacted] to [redacted]. The effective date of this change is June 1, 1999. Re: Pike Electric Inc. letter dated May 11, 1999 (attached)
3. The period of performance is extended from June 30, 1999 to December 31, 1999.

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

FROM [redacted]	BY [redacted]	TO [redacted]
-----------------	---------------	---------------

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY		BY	
NAME & TITLE John H. Merritt, Vice President		NAME & TITLE John S. Gillman Director, Materials and Contracts	
DATE June 14, 1999		DATE *June 2, 1999	

Lines

ARTICLE VI PRICE AND PAYMENT

- A. Pricing - As compensation in full for the work and services required by the Contract Documents, CORPORATION shall pay CONTRACTOR at the all-inclusive hourly rate of [REDACTED] per man-hour in accordance with Contractor's Proposal. 1
- B. Payment - CONTRACTOR agrees to accept the compensation as specified by the Contract Documents as full compensation for performing all work and services and furnishing all materials, supplies and equipment necessary for satisfactorily performing this contract. Payments will be made in accordance with the Contract Documents on a monthly basis, for work and services accepted. Payment shall be made 14 days from date of receipt of Contractor's Invoice by the Designated FPC Representative. **Contractor's Affidavit must accompany final invoice, and as applicable, include releases and waivers required pursuant to Chapter 713, Florida Statutes.** 2
- C. CORPORATION reserves the right to retain [REDACTED] retention for any lawful purpose. CORPORATION specifically reserves the right to increase the retention in an amount equal to all claims of lien arising out of this contract, cost of correcting defects or deficiencies in the Contractor's work, non-payment of Suppliers or Sub-Contractors and damage to other Contractors on other contracts between FPC and Contractor. Where applicable, Corporation shall have 30 days to submit a final completion punch list following substantial completion of the work under this contract.
- D. CONTRACTOR shall make prompt payment to its material suppliers and subcontractors in accordance with Chapter 715, Florida Statutes.

ARTICLE VII ORDER OF PRECEDENCE

To the extent of any inconsistency between the Schedule, the General Terms and Conditions, Supplementary Conditions and any drawing or specifications, or contract documents, including CONTRACTOR'S proposal, which are made a part hereof either as an attachment, by reference or otherwise, the Schedule and the General Terms and Conditions shall govern. To the extent of any inconsistency between the Schedule and the General Terms and Conditions, the Schedule shall govern.

ARTICLE VIII PERFORMANCE AND PAYMENT BOND

The Contractor will provide a Performance and Payment bond, or bonds, in the face amount of the contract and in the forms provided at a cost of NOT APPLICABLE. The Corporation requires the Performance and Payment Bonds to be provided in accordance with Section 713.23,(3) Florida Statutes, and will be filed, certified, recorded and attached to the Notice of Commencement.

ARTICLE IX COMPLIANCE WITH LAW/ORDINANCES

The CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE with and is charged with knowledge of all applicable **FEDERAL, STATE and LOCAL LAWS, REGULATIONS and ORDINANCES** as well as **OSHA SAFETY and HEALTH STANDARDS** applicable to the performance of the work contemplated herein.

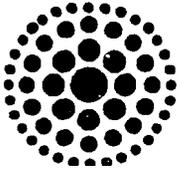
The Corporation has initiated a CORPORATE COMPLIANCE ETHICS LINE PROGRAM as a means of insuring that business activities are conducted in an ethical manner. A Contractor/Consultant who encounters unethical behavior or a violation of federal, state, local law, or regulation by a Corporate employee may anonymously report such actions. The report may be accomplished by dialing 1-800-683-2301 which is available 24 hours a day, 7 days a week. A number will be assigned to the allegation which will include the date, time and location of the occurrence, and a follow-up call can be made to determine the Corporate response to the allegation. The ETHICS line service is provided by the Pinkerton Services Group located in Charlotte, N. C. Questions should be referred to the Contract Administrator issuing this contract.

ARTICLE X REPORTS & DATA

The CONTRACTOR shall furnish reports, data and other documentation as set forth in the Contract Documents, as applicable.

10-27/3
(...)

"ORIGINAL"



FLORIDA POWER CORPORATION
3201 34th Street South
St. Petersburg, Florida 33711

CONFIDENTIAL

CONTRACT

"CONFIDENTIAL"

This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

D8001920
(Number)

March 27, 1998
(Date)

RECEIVED
CONTRACTS

APR 20 1998

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

This contract by and between Florida Power Corporation having its principal place of business at 3201 34th Street South hereinafter called "Corporation," and

Pike Electric, Inc.
P. O. Box 868
Mount Airy, NC 27030
Attn: Mr. John H. Merritt, Vice President
Phone: (336) 789-2171 • Fax (336) 719-7453

hereinafter called "Contractor".

WITNESS THAT:

In consideration of the mutual promises, covenants and agreements and other good and valuable consideration set forth herein, the parties agree that the Contractor shall furnish, perform, and deliver to the Corporation free from all defects and deficiencies and of good quality the services and other items set forth in the Contract Documents. The Rights and Obligations of the parties to this contract shall be subject to and governed by the following Contract Documents hereby made a part hereof as if fully set forth herein:

- Schedule - Attached
- Appendix A - Corporation's Request for Proposal, FPC File No. BD-680 dated February 24, 1998 "Central Florida Reliability Plan - Distribution Overhead Construction," and Addendum No. 001 dated March 2, 1998, previously furnished
- Appendix B - Construction General Terms and Conditions (rev. 08/94), previously furnished
- Appendix C - Contractor's Proposal dated March 9, 1998, incorporated by reference

Lines

The value of this contract shall not exceed [REDACTED] nor be changed without the express prior written approval of the designated Florida Power Corporation's Materials and Contracts Department representative.

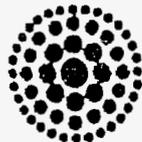
IN WITNESS WHEREOF, the parties hereto have entered into this contract on the day and year first herein above written.

PIKE ELECTRIC, INC.
By
John H. Merritt
Title Vice President

FLORIDA POWER CORPORATION
By
John S. Gillman
Title Director, Materials and Contracts

10-27/3
1

RECEIVED
 CONTRACT
 APR 26 1999
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 4



Florida
 Power
 CORPORATION

"ORIGINAL"

"CONFIDENTIAL"

This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

AMENDMENT 001
 To
 Contract No. D8001920

This contract is amended as follows:

1. Funding is increased as indicated to continue the repair, replacement, and modification of existing facilities in Central Florida as identified in the SCORE program.
2. The period of performance is extended from March 31, 1999 to June 30, 1999.

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED

Lines

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

PIKE ELECTRIC, INC.		FLORIDA POWER CORPORATION	
BY		BY	
NAME & TITLE	John H. Merritt, Vice President	NAME & TITLE	John S. Gillman Director, Materials and Contacts
DATE	April 23, 1999	DATE	*April 9, 1999

10-27/3
 1166

Perforations in the cabinet present a danger to the public. Temporary repairs shall be made to all transformers that are recommended for replacement. They will make the unit safe until replacement crews can be notified and coordinated.

Temporary repairs shall be made from sheet metal, securely attached to housing using industrial adhesive (i.e. liquid nail) and taped with metal duct sealing tape. Sheet metal shall overlap perforations by a minimum of 1 inch in all directions. Once attached the temporary repair shall be spray painted green.

Contractor must record detailed data of completed work and provide data to local FPC coordinators to his/her satisfaction.

6. PERMANENT REPAIRS

Perforations in the cabinet present a danger to the public. Permanent repairs shall be made to all transformers that are recommended for painting.

All permanent repairs shall be made using: sheet metal with corrosive resistant alloys, and/or fiber reinforced plastic (fiberglass), and/or two part polyester based compound such as bondo or its equivalent. Patch shall be sealed, primed, and spray painted green.

- Sheet metal repairs; minimum 16gauge thickness (0.0625 in.), securely attached to housing using rivets as well as adhesives. Sheet metal shall overlap perforations by a minimum of 1 1/2 inches in all directions, where possible.
- Fiber reinforced plastic repairs; shall overlap perforations at least 2 inches in all directions where possible.
- Bondo repairs; shall overlap perforation at least 2 inches in all directions where possible.

Contractor must record detailed data of completed work and provide data to local FPC coordinators to his/her satisfaction.

PRICING

- Data reporting and collection shall be collected via use of field hand-held device or laptop computers.
- The unit prices are inclusive of any normal delays encountered in progression of this work.
- Per unit price will include all data collection, data reporting and notifications, all undertakings as stipulated in this document, any and all maintenance task as stipulated in Section 4. Maintenance, of this document or as listed in the FPC Transformer Inspection Work Scope document.

UNIT INSPECTION: 

Lines
1
10-27/4
(-)

- One all-inclusive price for each inspection **internal and external**, single phase or three phase, of any size, any location.

Lines

UNIT INSPECTION (external only):.....\$ [REDACTED]

1

- If for any reason, the interior of a cabinet is inaccessible, one unit price for assessing only the exterior of unit. Report reason unit cannot be opened to FPC.
- The unit price to include all tasks that can be performed without opening the unit.

LEAD TEST:..... [REDACTED]

2

- Apply lead test to all padmounted transformers built prior to 1980 that are selected for painting. FPC must approve test kit.

HOURLY RATE:..... [REDACTED]

3

- An hourly rate to be used for **emergency conditions** where a two-man crew is required to standby until FPC crews arrive. Must be approved by FPC.

TEMPORARY/PERMANENT REPAIR:

- Repair unit less then 1 Sq. inch \$ [REDACTED]
- Repair unit 1 to 3 Sq. inch \$ [REDACTED]
- Repair unit 3 to 6 Sq. Inch \$ [REDACTED]
- Repair unit 6 to 9 Sq. Inch \$ [REDACTED]
- Repair unit greater then 9 Sq. Inch \$ [REDACTED]

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The above rates are valid for both the Coastal and Central Region for 2003.

10-27/3
(6)

Damage Assessment Team
Storm Restoration
Job Descriptions & Expectations

- Make iPAQ currently being used for facilities inspection available to CP&L for loading appropriate damage assessment software and periodic updates, employees to bring iPAQ's with them if needed for storm assistance
- Contractor "trainers" to train direct reports, CP&L and/or Florida Power will be available as a resource if needed
- Provide means for incidental expenses; provide receipts to Progress Energy for valid purchases for reimbursement, at actual cost
- Extended hours work shifts, consistent with established company work practices
- provide contact telephone numbers and e-mail addresses that are valid 24/7

COMPENSATION

Pricing – As compensation in full for the work and services required by this work scope, Progress Energy shall pay Contractor utilizing the below rates. The rates include all insurance, overheads, etc.

	Regular Hourly Rate	Overtime Hourly Rate	Lines
Sr. Damage Assessor	[REDACTED]	[REDACTED]	1
Damage Assessor	[REDACTED]	[REDACTED]	2

Overtime valid for all hours worked over 40 hours in a week.
Contractor will be compensated for portal-to-portal in-transit hours and for hours worked on storm restoration.

Florida Power Facility Inspection Work Scope North Central Florida

permits, and all appropriate Florida Power rules and regulations. Contractor will develop, maintain, and administer its own safety program.

- Contractor performance regarding safety is critical to the success of this contract. The Contractor selected for this project will be expected to perform in accordance with the range of acceptable performance in the Meets or Exceeds categories on a monthly and annual basis for the appropriate SIC code. The Contractor is to provide the total number of injuries, the total lost workday cases, and total man-hours worked per month on the Florida Power system only, while performing duties outlined in this contract using Appendix E. This information will be reported on a monthly basis. The information is to be provided by the tenth of the month to:

Mark Danna
3300 Exchange Pl.
NP4D
Lake Mary, FL32746
Fax to (407) 942-9369
E-Mail: mark.danna@pgnmail.com

- The safety rating of the contractors will be determined by the number of incidents per 100 employees, the number of lost work day cases per 100 employees, and whether or not the contractor has a fatality. The incident rate (IR) and lost work day case rate (LWDCR) will be calculated based on the accidents that occur on Florida Power's system as compared to the number of man-hours worked by the contractor on Florida Power's system. This goal will be tracked from information provided to Florida Power by the contractor on a monthly basis.

Example Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that is lower than the most recent three years national average for SIC Code 1623.

Example	Annual *National Avg.	<u>Does Not Meet</u> Goal	<u>Meets Goal</u>	<u>Exceeds Goal</u>
Lost Work Days Cases	████████	████████	████████	████████
Total Incident Rate	████████	████████	████████	████████

Lines

1
2

- If the Contractor does not perform in the Meets or Exceeds categories, Florida Power reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, Florida Power reserves the right to take further action up to and including termination of the contract.

Florida Power's Designated Representative

As used in this amendment, "Florida Power's Designated Representative" means Kara Purdy, (407) 942-9497 who is the liaison between Florida Power and Contractor during performance of the Work. Florida Power reserves the right to change its Designated Representative at any time. Florida Power will also have a designated contact in each Region to provide day-to-day support for the Contractor.

General Process

- Florida Power may periodically inspect work while in progress and will inspect jobs, which have been submitted as completed. Contractor will be required to correct work, to stop work, or to adjust work practices as directed by Florida Power's personnel if unsafe work practices are observed.
- Florida Power considers work not in accordance with the specifications or work not in accordance with local, State, or Federal regulations, or unskilled or careless work to be sufficient reason to order the

10-27/4
(14)

Florida Power Facility Inspection Work Scope North Central Florida

contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of Florida Power. Further, Florida Power reserves the right to require the contractor to replace any worker before work is allowed to continue. If not satisfied, this will be considered just cause for termination of the contract.

- Discrepancies and Corrective Action: Any work that is not constructed to specification or any billing discrepancies will be brought to the attention of the Contractor. Corrective action, satisfactory to The Designated Representative or Region Contact, must be taken by the contractor to remedy the situation before the next quality control check. The corrective action may include, but not be limited to re-working each feeder inspection back to the previous quality control checkpoint at no cost to Florida Power.
- Florida Power's Designated Representative or Florida Power's Region Contact will have final approval on all aspects of the work and payment.

Invoicing and Payments

Normal payments will be issued as followed:

- Contractor shall furnish Florida Power with weekly reports (specifics outlined in the specifications) reflecting all facilities that were inspected and poles that were treated Billing will be itemized and turned in weekly, with these reports.
- Florida Power's designated representative will review the invoices and submit the invoice for processing and payment.
- Any discrepancy must be corrected prior to submittal of the next invoice.

COMPENSATION

Pricing – As compensation in full for the work and services required by this work scope, Florida Power shall pay Contractor utilizing the below rates. The rates include all lodging, meals, travel, insurance, overheads, etc. All invoices must be submitted to Florida Power prior to December 14, 2002.

	Description of Task	Per Unit Price	Lines
A.	Basic Pole Charge	[REDACTED]	1
B.	Visual Inspection	[REDACTED]	2
C.	Sound Inspection	[REDACTED]	3
D.	Probe Inspection	[REDACTED]	4
E.	Tag Pole	[REDACTED]	5
F.	NESC Violations	[REDACTED]	6
G.	NESC J/U Violations	[REDACTED]	7
H.	Action Items	[REDACTED]	8
I.	Joint Use Inventory/Inspection	[REDACTED]	

A. Basic Pole Charge – Includes all costs associated with getting to the pole.

Contract: 00050823 Amendment: 002

Contract Status & Date: ISSUED 01/09/02

Amended By: DRAUGG Executed: 09/17/02

Amendment Status & Date: ISSUED 09/17/02

Title: ADD SUBCONTACTING TO LANGUAGE

Facility: Fac Group: Company: 60 Project: Currency: USD

Prior Contract Value: [REDACTED] Method: FIX Effective Date Range: 01/24/01 - 12/31/03 Vendor: 125910 .02

Amended Contract Value: [REDACTED]

New Value: [REDACTED] Not to Exceed

Amendment Scope: Updated By & Date: [REDACTED]

CONFIDENTIAL

Create
Confirm
Resources >

Click DLE icon to access word processing. Use button to create a new Amendment.

2 TIMN340

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"ORIGINAL"

AMENDMENT 001
To
Contract No. 50823

This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

CONFIDENTIAL

This contract is amended as follows:

1. Funding is increased, as indicated below.
2. The contract number is changed as follows:

From: D0103210
To: 50823

Please indicate the new contract number on all invoices and future correspondence pertaining to this contract.

3. Appendices B, C and E are revised per attached copies dated March 12, 2002.
4. Commencing on or about April 1, 2002 Contractor shall provide supervision, labor, tools, reports and equipment necessary to perform facilities inspections in Corporation's North Central Region, per Attachments A-1 and B-1 dated March 12, 2002, attached hereto. Contractor shall complete this work no later than November 29, 2002 and invoice for same no later than December 14, 2002, time is of the essence.
5. Henceforth, Corporation's Designated Representative for this contract will be Kara Purdy, whose phone number is (407) 942-9497.

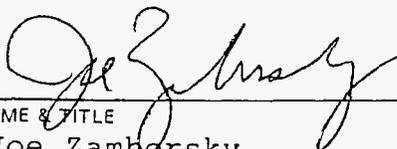
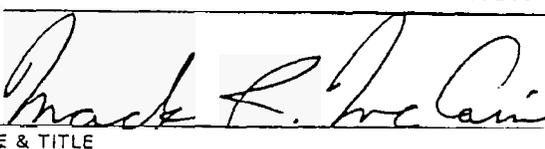
Lines

THE TOTAL VALUE OF THIS CONTRACT IS CHANGED AS FOLLOWS:

FROM	BY	TO
[REDACTED]	[REDACTED]	[REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

In witness whereof, the parties hereto, have entered into this amendment of the above referenced contract on the day and year written below.*

OSMOSE, INC.		PROGRESS ENERGY SERVICE COMPANY, LLC Not in its individual capacity, but solely as agent for FLORIDA POWER CORPORATION	
BY		BY	
NAME & TITLE	Joe Zamborsky Regional Vice President	NAME & TITLE	Jocelyn B. Thornton Director, Supply Chain Management
DATE	April 30, 2002	DATE	*April 28, 2002

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Representative or his designee. Work performed within public streets and road rights-of-way will have pavement and parkway restored to city and/or county and/or state specifications.

- Resolution of conflicts with other utilities is the responsibility of the Contractor.
- The Contractor is responsible for notifying property owners and the public of work being performed. This will include the use of door hangers, badges, signs, or any other means deemed appropriate by FPC.
- The Contractor shall, at their expense, obtain all Federal, State, City, and local authority permits and licenses. These must be kept on the job site.
- All traffic control will be the responsibility of the Contractor.
- The Contractor will immediately notify FPC designated representative in the event that the Contractor's actions cause an interruption or outage to FPC equipment and/or its Customers. Contractor will be assessed a [REDACTED] for any outage that is the result of contractor negligence or inappropriate work practices.
- If hazardous conditions are encountered that contractor can not make safe, contractor must immediately notify FPC and standby until appropriate FPC personnel arrive.
- Conflicts between the contractor and FPC will be resolved via written statements with the designated representative.
- Contractor will furnish all necessary materials (pesticide, lead test kit, temporary repair materials, etc.)
- Labels and Material Safety Data Sheets must be supplied for all chemicals and coatings to be used.
- Contractor will submit a copy of all-operating policies and standards for insuring safe storage, handling, and disposal of all chemicals.
- Unsafe conditions or environmental hazards such as oil leaks, shall be reported to a FPC Supervisor immediately.
- Contractor shall notify FPC immediately upon any (1) unintended or excessive application of pesticide, or the application of pesticide in a manner inconsistent with its label, (2) third party inquiries to Contractor regarding the Work or any environmental impacts of same or (3) any incidents which reasonably could lead to third party inquiries described above.
- Contractor shall place an inspection tag on all cabinets, to include the date of inspection and name of Contractor Company performing the inspection.
- Untrained personnel and/or personnel not wearing full safety gear (hard hat, eye protection, flame retardant long sleeve shirt, long cotton pants, 15kV rubber gloves and gauntlets) will stay at least ten feet away from any transformer with the door open.
- The Contractor shall inform FPC of maintenance or repairs needed that are identified during the normal course of their work, which fall outside the scope of this contract.
- FPC must approve data reporting methods prior to any work being performed. Details to be finalized prior to any work being performed.
- All contractor crews must be trained and certified to work safely around padmount transformers. All training must be approved by FPC designated representative. Contractor must submit a copy of the certification to the FPC designated representative prior to an employee being allowed to work on the system. In addition, all contractor crews must attend FPC medium voltage padmount safety training as well as FPC padmount insulate & isolate training classes.

LINE

number of man-hours worked by the contractor on the Company's system. This goal will be tracked from information provided to the company by the contractor on a monthly basis.

Example Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that is lower than the most recent three years national average for SIC Code 1623.

Example	Annual *National Avg.	Does Not Meet Goal	Meets Goal	Exceeds Goal	Lines
Lost Work Days Cases	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1
Total Incident Rate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2

- If the Contractor does not perform in the Meets or Exceeds categories, FPC reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, FPC reserves the right to take further action up to and including termination of the contract.

What FPC Will Provide

- Furnish the Contractor with files and/or maps showing locations of transformers, which are subject for inspection.
- Transformer locks and keys, all labeling materials.
- A single point-of-contact in each Operation Center.

General Process

- FPC inspectors will periodically inspect work while in progress and will inspect jobs, which have been submitted as completed. Contractor will be required to correct work, to stop work, or to adjust work practices as directed by FPC personnel if unsafe work practices are observed.
- FPC considers work not in accordance with the specifications or work not in accordance with local, State, or Federal regulations, or unskilled or careless work to be sufficient reason to order the contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of FPC. Further, FPC reserves the right to require the contractor to replace any worker before work is allowed to continue. If not satisfied, this will be considered just cause for termination of the contract.
- Quality control inspections shall be performed for each time period of not less than one week's work but not to exceed two weeks' previous work. The quality control will be conducted with the contractor's supervisor and FPC's representative when available. The quality control inspection shall consist of the complete re-inspection of those units selected by the FPC representative for workmanship and to compare the results shown on the transformer inspection report with those existing in the field. Contractor shall bear the cost for correcting all improper work. At least six units will be selected for each quality control;

10-27/4

Perforations in the cabinet present a danger to the public. Temporary repairs shall be made to all transformers that are recommended for replacement. They will make the unit safe until replacement crews can be notified and coordinated.

Temporary repairs shall be made from sheet metal, securely attached to housing using industrial adhesive (i.e. liquid nail) and taped with metal duct sealing tape. Sheet metal shall overlap perforations by a minimum of 1 inch in all directions. Once attached the temporary repair shall be spray painted green.

Contractor must record detailed data of completed work and provide data to local FPC coordinators to his/her satisfaction.

6. PERMANENT REPAIRS

Perforations in the cabinet present a danger to the public. Permanent repairs shall be made to all transformers that are recommended for painting.

All permanent repairs shall be made using: sheet metal with corrosive resistant alloys, and/or fiber reinforced plastic (fiberglass), and/or two part polyester based compound such as bondo or its equivalent. Patch shall be sealed, primed, and spray painted green.

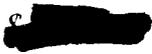
- Sheet metal repairs; minimum 16gauge thickness (0.0625 in.), securely attached to housing using rivets as well as adhesives. Sheet metal shall overlap perforations by a minimum of 1 1/2 inches in all directions, where possible.
- Fiber reinforced plastic repairs; shall overlap perforations at least 2 inches in all directions where possible.
- Bondo repairs; shall overlap perforation at least 2 inches in all directions where possible.

Contractor must record detailed data of completed work and provide data to local FPC coordinators to his/her satisfaction.

PRICING

- Data reporting and collection shall be collected via use of field hand-held device or laptop computers.
- The unit prices are inclusive of any normal delays encountered in progression of this work.
- Per unit price will include all data collection, data reporting and notifications, all undertakings as stipulated in this document, any and all maintenance task as stipulated in Section 4. Maintenance, of this document or as listed in the FPC Transformer Inspection Work Scope document.

Lines

UNIT INSPECTION: 

1

10-27/4
(26)

- One all-inclusive price for each inspection **internal and external**, single phase or three phase, of any size, any location.

Lines

UNIT INSPECTION (external only):.....\$ [REDACTED]

1

- If for any reason, the interior of a cabinet is inaccessible, one unit price for assessing only the exterior of unit. Report reason unit cannot be opened to FPC.
- The unit price to include all tasks that can be performed without opening the unit.

LEAD TEST:\$ [REDACTED]

2

- Apply lead test to all padmounted transformers built prior to 1980 that are selected for painting. FPC must approve test kit.

HOURLY RATE:\$ [REDACTED]

3

- An hourly rate to be used for **emergency conditions** where a two-man crew is required to standby until FPC crews arrive. Must be approved by FPC.

TEMPORARY/PERMANENT REPAIR:

Repair unit less than 1 Sq. inch	\$ [REDACTED]
Repair unit 1 to 3 Sq. inch	\$ [REDACTED]
Repair unit 3 to 6 Sq. Inch	\$ [REDACTED]
Repair unit 6 to 9 Sq. Inch	\$ [REDACTED]
Repair unit greater than 9 Sq. Inch	\$ [REDACTED]

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The above rates are valid for both the Coastal and Central Region for 2001 and 2002. These rates are subject to an Economic Cost Index increase for 2003.

10-27/4
(27)

Florida Power Facility Inspection Work Scope North Central Florida

permits, and all appropriate Florida Power rules and regulations. Contractor will develop, maintain, and administer its own safety program.

- Contractor performance regarding safety is critical to the success of this contract. The Contractor selected for this project will be expected to perform in accordance with the range of acceptable performance in the Meets or Exceeds categories on a monthly and annual basis for the appropriate SIC code. The Contractor is to provide the total number of injuries, the total lost workday cases, and total man-hours worked per month on the Florida Power system only, while performing duties outlined in this contract using Appendix E. This information will to be reported on a monthly basis. The information is to be provided by the tenth of the month to:

Mark Danna
3300 Exchange Pl.
NP4D
Lake Mary, FL32746
Fax to (407) 942-9369
E-Mail: mark.danna@pgrunail.com

- The safety rating of the contractors will be determined by the number of incidents per 100 employees, the number of lost work day cases per 100 employees, and whether or not the contractor has a fatality. The incident rate (IR) and lost work day case rate (LWDCR) will be calculated based on the accidents that occur on Florida Power's system as compared to the number of man-hours worked by the contractor on Florida Power's system. This goal will the tracked from information provided to Florida Power by the contractor on a monthly basis.

Example Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that is lower than the most recent three years national average for SIC Code 1623.

Lines

Example	Annual *National Avg.	Does Not Meet Goal	Meets Goal	Exceeds Goal
Lost Work Days Cases				
Total Incident Rate				

1
2

- If the Contractor does not perform in the Meets or Exceeds categories, Florida Power reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, Florida Power reserves the right to take further action up to and including termination of the contract.

Florida Power's Designated Representative

As used in this amendment, "Florida Power's Designated Representative" means Kara Purdy, (407) 942-9497 who is the liaison between Florida Power and Contractor during performance of the Work. Florida Power reserves the right to change its Designated Representative at any time. Florida Power will also have a designated contact in each Region to provide day-to-day support for the Contractor.

General Process

- Florida Power may periodically inspect work while in progress and will inspect jobs, which have been submitted as completed. Contractor will be required to correct work, to stop work, or to adjust work practices as directed by Florida Power's personnel if unsafe work practices are observed.
- Florida Power considers work not in accordance with the specifications or work not in accordance with local, State, or Federal regulations, or unskilled or careless work to be sufficient reason to order the

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**Florida Power
Facility Inspection Work Scope
North Central Florida**

CONFIDENTIAL

contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of Florida Power. Further, Florida Power reserves the right to require the contractor to replace any worker before work is allowed to continue. If not satisfied, this will be considered just cause for termination of the contract.

- Discrepancies and Corrective Action: Any work that is not constructed to specification or any billing discrepancies will be brought to the attention of the Contractor. Corrective action, satisfactory to The Designated Representative or Region Contact, must be taken by the contractor to remedy the situation before the next quality control check. The corrective action may include, but not be limited to re-working each feeder inspection back to the previous quality control checkpoint at no cost to Florida Power.
- Florida Power's Designated Representative or Florida Power's Region Contact will have final approval on all aspects of the work and payment.

Invoicing and Payments

Normal payments will be issued as followed:

- Contractor shall furnish Florida Power with weekly reports (specifics outlined in the specifications) reflecting all facilities that were inspected and poles that were treated Billing will be itemized and turned in weekly, with these reports.
- Florida Power's designated representative will review the invoices and submit the invoice for processing and payment.
- Any discrepancy must be corrected prior to submittal of the next invoice.

COMPENSATION

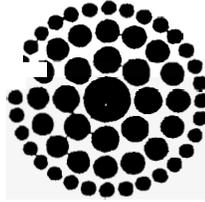
Pricing – As compensation in full for the work and services required by this work scope, Florida Power shall pay Contractor utilizing the below rates. The rates include all lodging, meals, travel, insurance, overheads, etc. All invoices must be submitted to Florida Power prior to December 14, 2002.

	Description of Task	Per Unit Price	Lines
A.	Basic Pole Charge	[REDACTED]	1
B.	Visual Inspection	[REDACTED]	2
C.	Sound Inspection	[REDACTED]	3
D.	Probe Inspection	[REDACTED]	4
E.	Tag Pole	[REDACTED]	5
F.	NESC Violations	[REDACTED]	6
G.	NESC J/U Violations	[REDACTED]	7
H.	Action Items	[REDACTED]	8
I.	Joint Use Inventory/Inspection	[REDACTED]	9

A. Basic Pole Charge – Includes all costs associated with getting to the pole.

"ORIGINA"

"CONFIDENTIAL"



This document contains confidential information proprietary to Florida Power Corporation and/or other companies. Disclosure to anyone other than Florida Power Corporation employees who have a "need to know" is prohibited.

RECEIVED
CONTRACTS

FLORIDA POWER CORPORATION

One Power Plaza
263 13th Avenue South
St. Petersburg, Florida 33701

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FEB 02 2001

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

CONTRACT
D0103210
(Number)

This Services Contract (hereinafter referred to as the "Contract") by and between Florida Power Corporation (hereinafter referred to as "FPC") having its place of business at One Progress Plaza, St. Petersburg, FL 33701, and

Osmose, Inc.

55 Jefferson Parkway, Suite B

Newnan, GA 30263-5813

Attn: Mr. Joe Zamborsky / Phone: (770) 251-7400

(hereinafter called "Contractor"). FPC and Contractor shall also be referred to individually as the "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, FPC deems it desirable, from time to time to request Contractor to perform certain services for FPC (hereinafter referred to as the "Services"); and

WHEREAS, Contractor represents that it has the requisite skills and personnel necessary to provide the Services and Contractor desires to provide the same to FPC; and

WHEREAS, the Parties desire to enter into the Contract which shall govern the Services provided hereunder;

NOW THEREFORE, for and in consideration of the terms, conditions, and covenants contained herein, and other good and valuable consideration set forth herein, the Parties agree that Contractor shall furnish, perform, and deliver to FPC free from all defects and deficiencies and of good quality the Services and other items set forth in the Contract. The rights and obligations of the Parties to the Contract shall be subject to and governed by the following Contract Documents hereby made a part hereof as if fully set forth herein:

- Appendix "A" - Services General Terms and Conditions (attached)
- Appendix "B" - FPC Transformer Inspection Work Scope Document (attached)
- Appendix "C" - FPC Transformer Inspection Requirements and Price Schedule (attached)
- Appendix "D" - FPC Uniform & Appearance Guidelines for Transformer Inspection Contractors (attached)
- Appendix "E" - FPC Transformer Inspection Contractors Monthly Safety Information Form (attached)
- Appendix "F" - FPC Transformer Inspection Report (attached)

Lines

The total value of the Contract shall not exceed [REDACTED], and this amount shall not be changed except by written amendment to the Contract by FPC's Material and Contract Department.

IN WITNESS WHEREOF, Contractor and FPC have each caused the Contract to be executed by its duly authorized representatives on the last date shown below.

OSMOSE, INC.

By: Joe Zamborsky
Title: Regional Vice President
Date: January 29, 2001

FLORIDA POWER CORPORATION

By: Chuck R. McCain
for John S. Gillman
Title: Executive Director, Corporate Services
Date: January 24, 2001

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FPC Services T&Cs
Original

Example Goal: Contractor shall achieve a total incident rate and a lost work day case rate on the company's system that is lower than the most recent three years national average for SIC Code 1623.

Example	Annual *National Avg.	Does Not Meet Goal	Meets Goal	Exceeds Goal
Lost Work Days Cases	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Incident Rate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Lines

1

2

- If the Contractor does not perform in the Meets or Exceeds categories, FPC reserves the right to review these areas and require appropriate corrective action by Contractor. If the situation is not corrected in a reasonable time, FPC reserves the right to take further action up to and including termination of the contract.

What FPC Will Provide

- Furnish the Contractor with files and/or maps showing locations of transformers, which are subject for inspection.
- Transformer locks and keys, all labeling materials.
- A single point-of-contact in each Operation Center.

General Process

- FPC inspectors will periodically inspect work while in progress and will inspect jobs, which have been submitted as completed. Contractor will be required to correct work, to stop work, or to adjust work practices as directed by FPC personnel if unsafe work practices are observed.
- FPC considers work not in accordance with the specifications or work not in accordance with local, State, or Federal regulations, or unskilled or careless work to be sufficient reason to order the contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of FPC. Further, FPC and CP&L reserve the right to require the contractor to replace any worker before work is allowed to continue. If not satisfied, this will be considered just cause for termination of the contract.
- Quality control inspections shall be performed for each time period of not less than one week's work but not to exceed two weeks' previous work. The quality control will be conducted with the contractor's supervisor and FPC's representative when available. The quality control inspection shall consist of the complete re-inspection of those units selected by the FPC representative for workmanship and to compare the results shown on the transformer inspection report with those existing in the field. Contractor shall bear the cost for correcting all improper work. At least six units will be selected for each quality control; these will be selected at random by the owner's representative. Owner shall be issued a copy of the quality control field report.

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Contractor must record detailed data of completed work and provide data to local FPC coordinators to his/her satisfaction.

PRICING

- Data reporting and collection shall be collected via use of field hand-held device or laptop computers.
- The unit prices are inclusive of any normal delays encountered in progression of this work.
- Per unit price will include all data collection, data reporting and notifications, all undertakings as stipulated in this document, any and all maintenance task as stipulated in Section 4. Maintenance Performed, of this document or as listed in the Transformer Paint/Repair & Inspection Work Scope document.

UNIT INSPECTION: [REDACTED]

- One all-inclusive price for each inspection **internal and external**, single phase or three phase, of any size, any location.

UNIT INSPECTION (external only):.....\$ [REDACTED]

- If for any reason, the interior of a cabinet is inaccessible, one unit price for assessing only the exterior of unit. Report reason unit cannot be opened to FPC.
- The unit price to include all tasks that can be performed without opening the unit.

LEAD TEST:\$ [REDACTED]

- Apply lead test to all padmounted transformers built prior to 1980 that are selected for painting. FPC must approve test kit.

HOURLY RATE:\$ [REDACTED]

- An hourly rate to be used for **emergency conditions** where a two-man crew is required to standby until FPC crews arrive. Must be approved by FPC.

TEMPORARY REPAIR:

Repair unit less than 1 Sq. inch\$ [REDACTED]
 Repair unit 1 to 3 Sq. inch\$ [REDACTED]
 Repair unit 3 to 6 Sq. Inch\$ [REDACTED]
 Repair unit 6 to 9 Sq. Inch\$ [REDACTED]
 Repair unit greater than 9 Sq. Inch\$ [REDACTED] *CBS*

Lines
 1
 2
 3
 4
 5
 6
 7
 8
 9
 10

The above rates are valid for both the Coastal and Central Region for 2001 and 2002. These rates are subject to an Economic Cost Index increase for 2003.

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