

Master Services Agreement

This Master Services Agreement is entered into on this 25th day of August, 2016, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and Irby Construction Company, with its principle place of business located at 318 Old Highway 49 South, Richland, Mississippi 39218 ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Contractor is a company offering construction and maintenance services.

The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Contractor to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Contractor to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project- specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Contractor.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of four years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to four additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Contractor.

Prices as stated in Schedule A will be firm for the first two years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status.

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains

the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMFA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMFA includes FMFA's Participating Members.

Section 5. Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the contractor must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best's Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Contractor shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

- (a) **Workers Compensation and Employers Liability.** This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be as follows: Workers' Compensation- Statutory; Employer's Liability- \$100,000 each.
- (b) **Commercial General Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will be \$2 million combined single limit per occurrence / \$4 million general annual aggregate for bodily injury and property damage.
- (c) **Automobile Liability Policy.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-

owned autos. Limits of liability will be \$1 million in combined single limits for bodily injury and property damage.

- (d) **Professional Liability.** This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating member against any damages caused by an error, omission or any negligent acts. Limits of \$2 million combined single limit per occurrence / \$4 million general annual aggregate shall be provided.
- (e) **Additional Insured.** All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.
- (f) **Waiver of Subrogation.** The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

Section 7. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMFA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMFA arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMFA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct.

Section 8. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.
- (f) In no event shall the Parties be liable to each other for loss of anticipated profits or for incidental or consequential damages of any nature. The Parties' liability on a claim of any kind for any loss or damage arising out of, in connection with or resulting from the Contract, or from the performance or breach thereof, shall in no case exceed the amount paid to the Contractor under this Contract. The limitation of liability provision herein shall in no way impact the Contractor's obligation to maintain insurance coverage limits pursuant to Section 6 herein, nor the Contractor's liability for unrelated third party claims under Section 7.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

CONTRACTOR

By: Nicholas P. Quarello

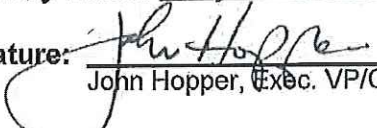
By: John H. Hoff

Schedule A

BID FORMS & PRICING

FMPA RFP 2016 – 202
Overhead Distribution System Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature:  **Date:** 5/25/16
 John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.


We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Overhead Distribution System Work				
Description	Unit Price			
Mobilization Rate for 3-person crew ¹ , including bucket truck	\$ 246.45			
Mileage Rate for 3-person crew ¹ , including bucket truck (per mile)	\$ 5.48			
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Foreman, 1 Journeyman Lineman, 1 Apprentice.				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate	36.42	68.82	72.44	78.19
Overtime Rate	49.86	94.22	99.17	107.05
Rate for Energized Work	36.42	68.82	72.44	78.19
Overtime Rate for Energized Work	49.86	94.22	99.17	107.05
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Ends	Begins	Ends	Ends	Ends
<input type="checkbox"/> Check here if you decline to bid on Overhead Distribution System Work				

FMPA RFP 2016 – 202
Underground Distribution System Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature:  **Date:** 5/25/16
 John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Underground Distribution System Work				
Description				Unit Price
Mobilization Rate for 3-person crew ¹				\$
Mileage Rate for 3-person crew ¹ (per mile)				\$
¹ For estimation purposes, a three-person crew must include a minimum - 1 foreman, 1 lineman, 1 apprentice				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate				
Overtime Rate				
Rate for Energized Work				
Overtime Rate for Energized Work				
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
<input checked="" type="checkbox"/> Check here if you decline to bid on Underground Distribution System Work				

**FMPA RFP 2016 – 202
Transmission System Pricing**

Contractor Company Name: Irby Construction Company

Authorized Signature: John Hopper **Date:** 5/25/16
John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Transmission System Work				
Description				Unit Price
Mobilization Rate for 5-person crew ² , including bucket truck				\$ 415.81
Mileage Rate for 5-person crew ² (per mile)				\$ 9.24
² For estimation purposes, a five-person crew must include a minimum - 1 foreman, 2 linemen, 2 apprentices				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate	36.42	68.82	72.44	78.19
Overtime Rate	49.86	94.22	99.17	107.05
Rate for Energized Work	N/A	N/A	N/A	N/A
Overtime Rate for Energized Work	N/A	N/A	N/A	N/A
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Ends	Begins	Ends	Ends	Ends
<input type="checkbox"/> Check here if you decline to bid on Transmission System Work				

FMPA RFP 2016 – 202
Miscellaneous Equipment and Charges - Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature: John Hopper **Date:** 5/25/16
John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following. This pricing will be used for comparative purposes to evaluate proposals, in conjunction with qualifications provided in the proposal.

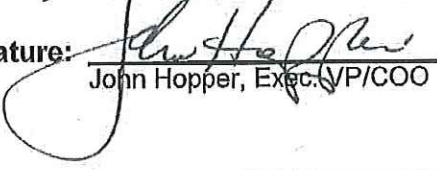
We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Miscellaneous Charges	
Description	Unit Price
Hourly Rate for Digger Derrick Truck	\$ 55.00
Hourly Rate for Crew Truck	\$ 15.80
Hourly Rate for Underground Truck	\$ N/A
Hourly Rate for Wire Puller	\$ 77.00
Hourly Rate for Wire Trailer	\$ 3.80
Hourly Rate for Pole Trailer	\$ 3.00
Hourly Rate for Bucket Truck - 46 thru 65 feet Boom/Bucket	\$ 44.10

Miscellaneous Charges	
(Continued)	
Description	Unit Price
Hourly Rate for Bucket Truck - 100 foot Boom/Bucket	\$ 55.10
Hourly Rate for Bucket Truck – 140 foot Boom/Bucket	\$ 72.80
Hourly Rate for Trencher	\$ 38.80
Hourly Rate for Backhoe	\$ 18.90
Per Diem Rate per person	\$ 75.00
Per Diem "Premium" rate per person for specific FMPA Member locations (Please specify zones or member locations in the section below.)	\$ 125.00
Charge if work is cancelled prior to mobilization	\$ *
Charge if work is cancelled after mobilization	\$ **
Mark-Up for Materials	% 15
<p>Additional Information, Notes or Clarifications on pricing provided:</p> <ul style="list-style-type: none"> • Per diem "Premium" applies to Homestead and Zone 4 • Per diem will be a separate line item billing and not included in our rates <p>*Charge will be an hourly rate and dependent on crew makeup. **Charge will be an hourly rate and dependent on crew and equipment makeup.</p>	

Contractor Company Name: Irby Construction Company

Authorized Signature:  Date: 5/25/16
John Hopper, Exec. VP/COO

Exclusions
<p>Please note any specific type of work or projects that your firm is unable or unwilling to perform under this RFP:</p> <ul style="list-style-type: none">• No barehand work• 40 hour/week minimum

STATEMENT OF NO PROPOSAL

Sharon Smeenk
Florida Municipal Power
Agency 8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2016-202, Florida Municipal Power Agency Provision of Electric Utility Transmission & Distribution System Construction and Maintenance Services - for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

Company Name: _____

By: _____
Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

PROPOSAL SUBMITTED IN RESPONSE TO RFP



Absolute Performance . . .

May 25, 2016

Ms. Sharon Smeenk
Member Services Manager
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

IRBY Construction Company
P.O. Box 180819
Richland, MS 39218-0819
Main (601) 709-4729 (IRBY)
Fax (601) 960-7231
Internet: www.irbyconst.com
Street Address:
318 Old Highway 49 South
Richland, MS 39218-9449

**RE: FMPA 2016-202
Electric Utility Transmission & Distribution Construction
and Maintenance Services**

Dear Ms. Smeenk,

As requested, attached is our response to the above referenced proposal.

Our Florida Regional Office is located just north of Orlando in Longwood. Our crews are currently spread throughout central and north Florida; namely Zones 1 and 2. We have adequate staffing to manage any number of projects including 14 Superintendents, 5 Safety Managers, 3 General Foremen, 17 Foremen, 15 Journeyman Lineman Foremen, 43 Journeymen, 56 Apprentices, 21 Groundmen, 27 Operators, 7 Mechanics, and 3 Truck Drivers. Our equipment capabilities range from backyard machines with distribution work to heavy cranes and wire equipment on 500kV towers.

Projects will be staffed based on a number of factors including but not limited to location, complexity, requests from the customer, and availability. We have a multitude of experienced supervisors to oversee all phases of the work. Our normal invoicing procedure is usually done monthly per project but can be adjusted to the request of the customer.

In order to develop cost estimates for individual projects, Irby will review the job specifications, documents and scope. A site visit will be performed to assess conditions such as terrain and any right of way concerns. Based upon this project review, crew organizations for each operation will be developed. This will include necessary manpower and equipment. An estimate of time needed to accomplish each operation is then applied to each of the operation with a man hour rate multiplied by manhours to convert to dollars. After this process is accomplished any cost and job overhead expense is applied.

Ms. Sharon Smeenk
May 25, 2016
Page 2

Irby Construction Company will self-perform all line work with the following services being done or assisted by a subcontractor:

- Large Foundations
- Helicopter Services
- Traffic Control
- Heavy Crane Lifting
- ROW preparation or clearing

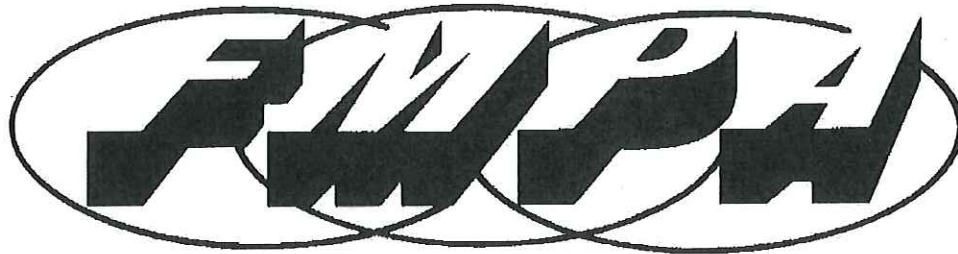
Irby Construction Company maintains a Drug-Free Workplace and has a written Substance Abuse and Contraband Policy that prohibits the use of controlled substances and alcohol in the workplace. However, the written policy does not comply with all of the intricacies of Florida Statute 287.087. Therefore, Irby is unable to execute the Drug-Free Workplace Compliance Form at this time.

Irby Construction Company is a wholly owned subsidiary of Quanta Services, Inc. If you have any questions or require additional information, please do not hesitate to call Doug Blake at (601) 292-4143 or e-mail blake@irbyconst.com.

Sincerely,

A handwritten signature in black ink, appearing to read "John Hopper". The signature is stylized with a large, looped initial "J" and a cursive "Hopper".

John Hopper
Executive Vice President/COO



F L O R I D A M U N I C I P A L P O W E R A G E N C Y

REQUEST FOR PROPOSALS
FOR
PROVISION OF
ELECTRIC UTILITY TRANSMISSION &
DISTRIBUTION SYSTEM
CONSTRUCTION & MAINTENANCE
SERVICES

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767 Fax (407) 355-5796

REQUEST FOR PROPOSALS

(This is not an order)

R
E
T
U
R
N
TO: Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819
Attn: Sharon Smeenck

RFP FMPA 2016-202

Date Issued: April 26, 2016

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 10:00 A.M. ON FRIDAY, MAY 27, 2016, WHICH WILL BE IN THE FMPA FIRST FLOOR CONFERENCE ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Proposals shall be submitted on the forms provided and must be manually signed.
- Proposals shall be sealed in an envelope with the proposal number, opening date, and time clearly indicated.
- Proposals received after the opening date and time may be rejected and returned unopened.
- The attached Request for Proposals shall become part of any purchase order resulting from this Request for Proposal.

DESCRIPTION

APRIL 2016

**Florida Municipal Power Agency
Request for Proposals for Electric Utility Transmission & Distribution Construction and
Maintenance Services**

See attached Request for Proposals, General Conditions, Specifications, and Proposal Forms for detailed description.

It is the intent and purpose of the Florida Municipal Power Agency that this Request for Proposal promotes competitive bidding. It shall be the proposer's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the proposal opening date.

ADVERTISEMENT

Proposal For

April 2016

**FLORIDA MUNICIPAL POWER AGENCY
REQUEST FOR PROPOSALS FOR ELECTRIC UTILITY TRANSMISSION & DISTRIBUTION CONSTRUCTION
AND MAINTENANCE SERVICES**

**REQUEST FOR PROPOSALS
FMPA 2016-202**

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 10:00 a.m., May 27, 2016, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the provision of Electric Utility Transmission & Distribution Construction and Maintenance Services as more fully described in the Request for Proposals package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via e-mail request to bidinfo@fmpa.com, or via Internet download at www.fmpa.com.

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals. Proposals received after the day and time stated above will not be considered.

Proposals will be accepted for Electric Utility Transmission & Distribution System Construction and Maintenance Services from companies who have established, through demonstrated expertise and experience, that they are qualified to provide the services as specified.

The Florida Municipal Power Agency reserves the right to reject any and all proposals in total or in part and to waive defects in proposals.

Nicholas P. Guarriello
General Manager and CEO
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY

Request for Proposals for Electric Utility Transmission & Distribution Construction and Maintenance Services

1. FMPA Description

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the State, 31 are FMPA members who participate at varying levels in Agency activities. A map of the 31 FMPA Members is provided in Appendix A.

In addition to bulk power supply and associated services, many FMPA members participate in various joint purchasing activities.

2. Introduction - General Description of Services Sought

FMPA is seeking to select one or more entities to provide Transmission & Distribution (T&D) Construction and Maintenance Services to FMPA Members. FMPA is seeking proposals from firms with experience in working with a range of both overhead and underground distribution systems up to 35 kV and transmission systems up to 230 kV. Note: Some transmission projects may require work on energized transmission systems.

The scope of work may include, but is not limited to: removal and replacement of wood, concrete or steel distribution and/or transmission poles (including hardware); upgrades to existing transmission or distribution lines; replacement or upgrade of overhead and padmount transformers; construction and installation of new distribution or transmission lines; construction or upgrade of utility infrastructure; and other related projects.

The work to be performed by the Contractor includes permitting, inspecting, furnishing all labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation member projects.

Contractors submitting proposals in response to this Request for Proposal (RFP) may elect to submit proposals to perform all types of work requested or only selected items, depending on the firm's expertise. If a firm elects to exclude specific types of work from its proposal, such exclusions must be noted in the proposal and on the pricing bid forms (Pages BF-2 through BF-9).

3. Overview

This is a joint solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

City of Alachua
City of Bartow
Beaches Energy Services

City of Bushnell
Keys Energy Services
City of Newberry

Upon selection of the awarded Contractor(s), FMPA will enter into a Master Agreement specifying terms and conditions and base pricing. Participating Member(s) will request a Scope of Work and associated cost estimate on a project-specific basis from the selected Contractor(s). Each Participating Member will issue a Purchase Order with project-specific technical specifications. In addition, the Participating Member Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and the selected Contractor(s).

4. Participating Members

This RFP is requesting proposals for T&D Construction and Maintenance Services to be provided to Participating Members. It is anticipated that municipal electrical systems other than those "Participating Members" listed in Section 3 may also wish to obtain T&D Construction and Maintenance Services. Therefore the awarded Proposer(s) is also requested to offer its quoted price to any FMPA member. In that event, all of the applicable terms and conditions of this RFP shall apply. A map showing the FMPA members is included in Appendix A.

5. Purchasing Services

Subsequent to the award, the Participating Members named above, will through their own initiative issue Purchase Orders to the Contractor(s) awarded the agreement pursuant to this Request for Proposal. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any agreement (Purchase Order) entered into by them with the successful proposer or offeror to this solicitation.

6. FMPA's Responsibility

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

7. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns. The indemnity and hold harmless obligations of the successful bidder shall only apply to the extent of its negligence, gross negligence, and/or intentional or willful misconduct and not to the extent of FMPA's negligence, gross negligence, and/or intentional or willful misconduct.

8. Notice to Proposers

Sealed proposal packages will be received until 10:00 a.m. EDT on May 27, 2016 ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One original hard copy (including original signatures) and one electronic version of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Smeenk
Member Services Manager
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be "T&D Construction and Maintenance Services, FMPA RFP 2016-202".

9. Duration of Offer

Proposals submitted in response to this RFP are irrevocable until October 27, 2016. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

10. Term and Extension Option

The term of this agreement shall be for four years, with four (4) one-year options for extension by mutual consent. Prices as stated herein will be firm for the first two years of the agreement, with pricing updates considered for years three and four.

11. Right of Rejection

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Waive any requirement in this RFP;
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.

12. Proposal Contents

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

1. Detailed description of the type of services that can be provided;
2. Demonstration of first-hand experience in providing similar services to those requested in this RFP;
3. Description of the resources available, including staffing levels, qualifications of staff (i.e., number of journeyman, apprentices, etc.), equipment and capabilities; and locations of offices, service yards, equipment;
4. Overview of employee training programs;
5. General description of how cost estimates will be developed for projects;
6. General description of how projects will be staffed, managed, and completed, including project management and invoicing practices;
7. Identification of any services that may be provided by a subcontractor;
8. List of at least five references for which similar projects were conducted, including name, company, title, phone number and email address, and a brief description of the project including the start and end dates;
9. EMR Safety Rating for the past three years; and
10. Fully executed forms as provided in Appendix B - Bid Forms.

13. RFP Schedule

FMPA's timetable for this RFP process is shown below. Note that the dates shown are only estimates and may be modified at any time by FMPA.

Public Notice/Distribution of RFP	April 26, 2016
Sealed Proposals Due Date	May 27, 2016
Award	June 17, 2016

14. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this RFP. However, each Participating Member(s) may require a performance bond or surety for individual projects.

15. Budgetary Constraints

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

16. Interpretations and Addenda

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to the following:

By E Mail: *sharon.smeenk@fmpa.com*

By Fax: Ms. Sharon Smeenck
(407) 355 - 5796

By Mail or Courier: Ms. Sharon Smeenck
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this RFP may be sent to all potential proposers.

17. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which must be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

18. Proprietary Confidential Business Information

All proposals shall become property of FMPA. FMPA will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless, in the opinion of counsel for FMPA, such disclosures are required by law or by order of the court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. FMPA reserves the right to disclose information contained in proposals to its consultant(s) for the sole purpose of assisting in the proposal evaluation process. FMPA will require the consultant(s) to maintain the confidentiality of the document.

19. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded Contractor(s). All proposers are requested to include proposed default and damages provisions in their proposals. However, individual Participating Members may choose the standard terms and conditions, or negotiate different terms and conditions with the awarded proposer(s), depending on local requirements.

20. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all proposers should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

21. Collusion

By offering a submission pursuant to this RFP, the proposer certifies the proposer has not divulged, discussed, or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his own organization, that in connection with this proposal:

1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor
2. Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to

the scheduled opening directly or indirectly to any other proposer or to any competitor

3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition
4. The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and
5. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

22. Drug Free Workplace

A Drug-Free Workplace Statement must be completed, signed, and returned prior to award of proposal. This form will be used whenever two or more proposals that are identical with respect to price, quality, delivery, and service are received; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

23. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors. In addition, Contractor(s) must notify Participating Member(s) any time work will include subcontracted services. Participating Member(s) maintain the right to reject the proposed subcontractor for specific project work.

24. Definitions

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

CONTRACTOR – The business entity (and its affiliates and authorized assigns), which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, successful bidder, or successful proposer.

PARTICIPANT CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or

Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that are not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract.

25. Entire Contract

These General Terms and Conditions, the Master Agreement between FMPA and the selected Contractor(s), and the Participating Member Purchase Order (PO) for which they are being provided (including attachments thereto) constitute the entire agreement between Participating Member and the Contractor.

26. Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

Final acceptance of the Services and Work Product for purposes of the Purchase Order shall be the date upon which Participating Member confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

27. Site Access Conditions

Participating Member shall provide Contractor access to the Facility as necessary to perform the Services. Access shall be subject to Contractor's obligation to comply with the following conditions:

1. Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.
2. Contractor shall take all safety measures reasonably necessary to protect Participating Member, its permittees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Contractor shall follow any and all safety and security procedures established by Participating Member for the Facility. In the event of a security emergency, Participating Member may deny Contractor access to a Facility or request that Contractor leave the Facility.
3. Contractor shall maintain all required insurance coverage's set forth in Section 28 at all times during the term of the Purchase Order.
4. Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by Participating Member.
5. No work or activity performed as part of the Services shall cause Participating Member to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.
6. All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify Participating Member and shall be responsible for the cost of repairing any such damage should it occur.
7. Participating Member rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any Participating Member Facility.

28. Required Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Contractor shall furnish Participating Member a copy of the insurance certificate prior to starting the work on site:

1. Workers Compensation and Employers Liability.

This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement.

The liability limits shall not be less than:

Workers' Compensation Statutory

Employers Liability \$100,000 each

2. Commercial General Liability

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than \$2 million in combined single limit for bodily injury and property damage.

3. Automobile Liability Policy

This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than \$1 million in combined single limits for bodily injury and property damage.

4. Additional Insured

All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

5. Waiver of Subrogation

The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

29. Termination for Default

Any failure by Contractor to perform or comply with the terms and conditions of the

Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

30. Termination for Participating Member's Convenience

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member

shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

31. Warranties and Liquidated Damages

Specific stipulations for Warranties and Liquidated Damages will be incorporated into the Master Agreement between FMPA and the selected Contractor(s).

32. Licenses/Compliance with Laws

Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with the standards of the NESC and OSHA as well as all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

33. Hazardous Materials of Contractor

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the Participating Member's Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto. Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

34. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to

prevent damage, injury or loss to:

1. All persons on the site who may be affected by the project work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off of the project site; and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the project.

35. Control of Work and Subcontractors

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

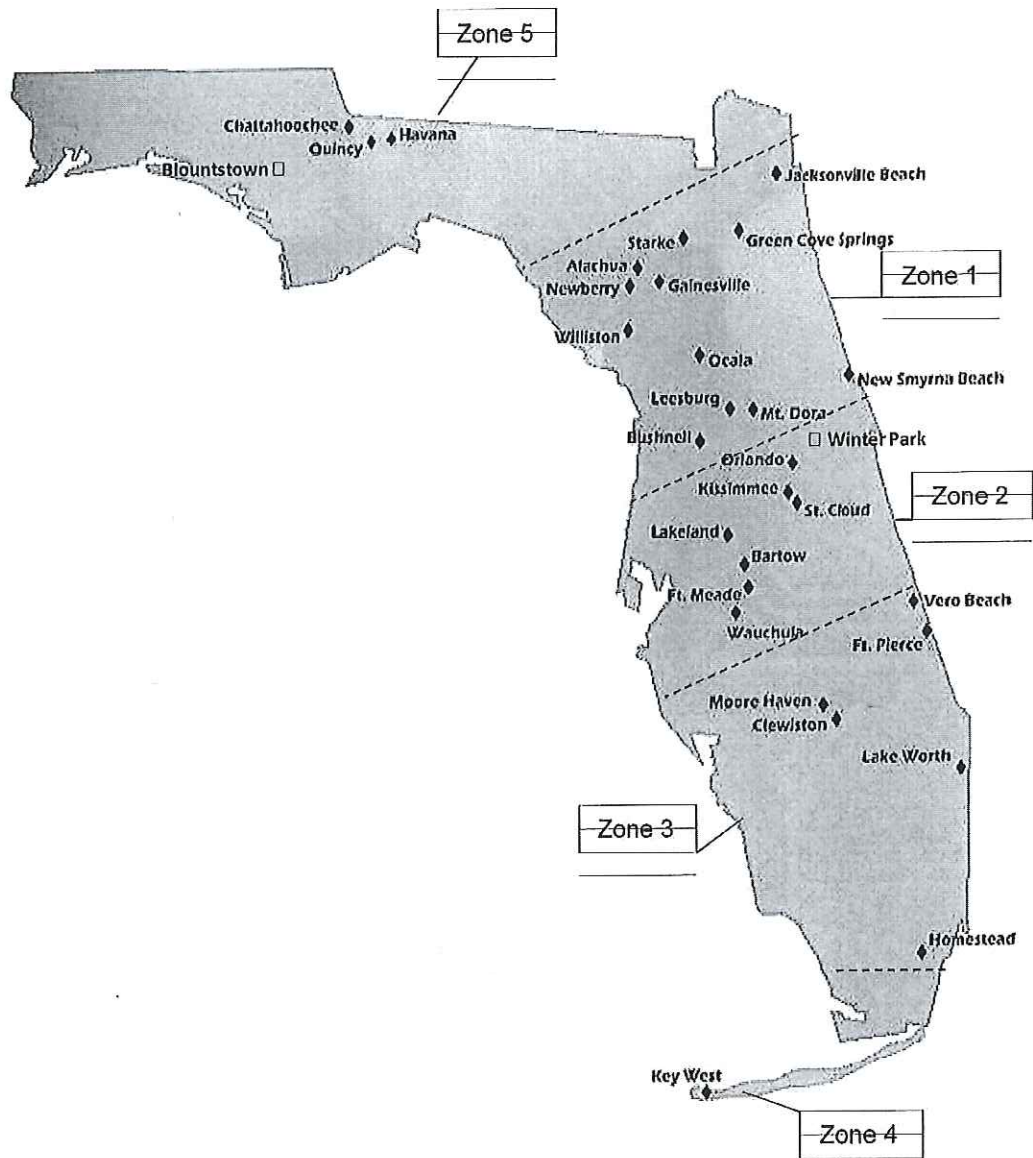
36. Limitation of Liability

In no event shall the Parties be liable to each other for loss of anticipated profits or for incidental or consequential damages of any nature. The Parties' liability on a claim of any kind for any loss or damage arising out of, in connection with or resulting from the Contract, or from the performance or breach thereof, shall in no case exceed the amount paid to the Contractor under this Contract.

APPENDIX A

LOCATION OF FMPA MEMBERS & ZONES

LOCATION OF FMPA MEMBERS State of Florida



APPENDIX B BID FORMS

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☒* NO ☐

** However, the nature of our requests for equitable adjustment resembled change order requests and were not filed or otherwise pursued via litigation, arbitration, mediation or other legal process. Please let us know if additional information is required.*

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:


Project: FMPA RFP# 2016-202

Irby Construction Company

Firm

5/25/16

Date


Authorized Signature

Executive V.P./COO

Officer Title

John Hopper

Printed or Typed Name

EXCEPTIONS & CLARIFICATIONS
FMPA RFP 2016-202

 We DO NOT take exception to any items included in the RFP.

 X We TAKE exception as follows:

See Redlines and Exclusions

Company Name: Irby Construction Company

By: 

(Authorized Person's Signature)

John Hopper, Executive V.P./COO

(Print or type name and title of signer)

Company Address: 318 Old Highway 49 South, Richland, MS 39218

Telephone Number: 601-709-4729

Toll Free Number: 800-872-0615

Fax Number: 601-960-7231

Date: 5/25/16

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that Irby Construction Company does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

See Cover Letter

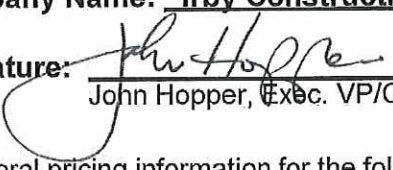
Signature

Name of Proposer

Date

FMPA RFP 2016 – 202
Overhead Distribution System Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature:  **Date:** 5/25/16
 John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

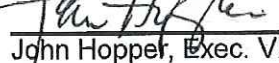
We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Overhead Distribution System Work				
Description				Unit Price
Mobilization Rate for 3-person crew ¹ , including bucket truck				\$ 246.45
Mileage Rate for 3-person crew ¹ , including bucket truck (per mile)				\$ 5.48
¹ For estimation purposes, a 3-person crew must include a minimum: 1 Foreman, 1 Journeyman Lineman, 1 Apprentice.				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate	36.42	68.82	72.44	78.19
Overtime Rate	49.86	94.22	99.17	107.05
Rate for Energized Work	36.42	68.82	72.44	78.19
Overtime Rate for Energized Work	49.86	94.22	99.17	107.05
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Ends	Begins	Ends	Ends	Ends
<input type="checkbox"/> Check here if you decline to bid on Overhead Distribution System Work				

FMPA RFP 2016 – 202
Underground Distribution System Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature:  **Date:** 5/25/16
 John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Underground Distribution System Work				
Description			Unit Price	
Mobilization Rate for 3-person crew ¹			\$	
Mileage Rate for 3-person crew ¹ (per mile)			\$	
¹ For estimation purposes, a three-person crew must include a minimum - 1 foreman, 1 lineman, 1 apprentice				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate				
Overtime Rate				
Rate for Energized Work				
Overtime Rate for Energized Work				
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
<input checked="" type="checkbox"/> Check here if you decline to bid on Underground Distribution System Work				

FMPA RFP 2016 – 202
Transmission System Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature: John Hopper **Date:** 5/25/16
 John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following services. This pricing will be used for comparative purposes to evaluate proposals in conjunction with qualifications provided in the proposal.

We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Transmission System Work				
Description				Unit Price
Mobilization Rate for 5-person crew ² , including bucket truck				\$ 415.81
Mileage Rate for 5-person crew ² (per mile)				\$ 9.24
² For estimation purposes, a five-person crew must include a minimum - 1 foreman, 2 linemen, 2 apprentices				
Hourly Labor Rates (\$/Hr)				
	Groundman	Apprentice	Journeyman Lineman	Foreman
Standard Rate	36.42	68.82	72.44	78.19
Overtime Rate	49.86	94.22	99.17	107.05
Rate for Energized Work	N/A	N/A	N/A	N/A
Overtime Rate for Energized Work	N/A	N/A	N/A	N/A
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):				
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Ends	Begins	Ends	Ends	Ends
<input type="checkbox"/> Check here if you decline to bid on Transmission System Work				

FMPA RFP 2016 – 202
Miscellaneous Equipment and Charges - Pricing

Contractor Company Name: Irby Construction Company

Authorized Signature: John Hopper **Date:** 5/25/16
John Hopper, Exec. VP/COO

PRICING:

Please provide general pricing information for the following. This pricing will be used for comparative purposes to evaluate proposals, in conjunction with qualifications provided in the proposal.

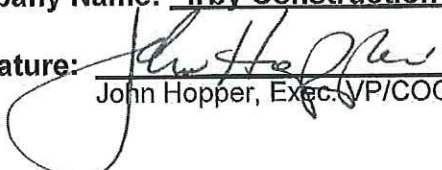
We recognize that specific crew sizes, crew composition, equipment and other project-specific details will vary based on the project.

Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted below:

Miscellaneous Charges	
Description	Unit Price
Hourly Rate for Digger Derrick Truck	\$ 55.00
Hourly Rate for Crew Truck	\$ 15.80
Hourly Rate for Underground Truck	\$ N/A
Hourly Rate for Wire Puller	\$ 77.00
Hourly Rate for Wire Trailer	\$ 3.80
Hourly Rate for Pole Trailer	\$ 3.00
Hourly Rate for Bucket Truck - 46 thru 65 feet Boom/Bucket	\$ 44.10

Miscellaneous Charges	
(Continued)	
Description	Unit Price
Hourly Rate for Bucket Truck - 100 foot Boom/Bucket	\$ 55.10
Hourly Rate for Bucket Truck – 140 foot Boom/Bucket	\$ 72.80
Hourly Rate for Trencher	\$ 38.80
Hourly Rate for Backhoe	\$ 18.90
Per Diem Rate per person	\$ 75.00
Per Diem "Premium" rate per person for specific FMPA Member locations (Please specify zones or member locations in the section below.)	\$ 125.00
Charge if work is cancelled prior to mobilization	\$ *
Charge if work is cancelled after mobilization	\$ **
Mark-Up for Materials	% 15
<p>Additional Information, Notes or Clarifications on pricing provided:</p> <ul style="list-style-type: none"> • Per diem "Premium" applies to Homestead and Zone 4 • Per diem will be a separate line item billing and not included in our rates <p>*Charge will be an hourly rate and dependent on crew makeup. **Charge will be an hourly rate and dependent on crew and equipment makeup.</p>	

Contractor Company Name: Irby Construction Company

Authorized Signature:  Date: 5/25/16
John Hopper, Exec. VP/COO

Exclusions
<p>Please note any specific type of work or projects that your firm is unable or unwilling to perform under this RFP:</p> <ul style="list-style-type: none">• No barehand work• 40 hour/week minimum

STATEMENT OF NO PROPOSAL

Sharon Smeenk
Florida Municipal Power
Agency 8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2016-202, Florida Municipal Power Agency Provision of Electric Utility Transmission & Distribution System Construction and Maintenance Services - for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

Company Name: _____

By: _____
Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Irby Construction Company
List of Services



GENERAL ITEMS

Gates - Fences
Roads
Bridges
Culverts
Turbidity Control
Seeding - Disk - Harrow

MATERIAL HANDLING

Unload Poles
Unload X-arms - Braces
Unload Insulators - Hardware
Unload Conductor - Static - Fiber
Inventory - Distribute - Order
Material Yard Maintenance

STAKING

Stake Structure Locations

FOUNDATIONS (GENERAL)

Batch Plant Operations
Staking
Tower Benching - Grade
Rock Excavation - Pier Foundation
Rock Excavation - Spread Foundation
Paint Grillages

SPREAD FOUNDATIONS

Rebar Cages
Excavation
Pour Concrete
Strip - Finish - Cleanup

PILE TYPE FOUNDATIONS

Excavation
Haul - Spot
Drive Piling
Trim - Cap Piling
Pour Concrete
Strip - Finish - Cleanup

CONCRETE PIER FOUNDATIONS

Rebar Cages
Excavation
Pour Concrete
Strip - Finish - Cleanup

GRILLAGE FOUNDATIONS

Assemble - Spot Grillage
Excavation
Install Grillage
Cleanup

STEEL POLES

Haul - Spot
Frame
Dig Hole (Direct Embed)
Set Poles
Structure Guys

CONCRETE POLES

Haul - Spot
Frame
Dig Hole
Set Pole
Structure Guys

WOOD POLES

Haul - Spot
Frame
Dig Hole
Set Pole
Structure Guys

LATTICE STEEL TOWERS

Haul Steel
Assemble Steel
Erect Steel
Backbolt

LATTICE ALUMINUM TOWERS

Haul Aluminum
Assemble Aluminum
Erect Aluminum
Backbolt

CONDUCTOR - STATIC

Insulators - Hang Blocks
Guard Structures
Install Leadline
Install Conductor
Sag Conductor
Clip-In Conductor
Deadends - Jumpers
Temporary Anchors
Spacers - Dampers
Substation Spans
Transposition (Conductor)
Transposition (Static)
River Crossing

FIBER OPTIC

Install OPGW
Splice Boxes - OPGW
Deadends - OPGW
Dampers - OPGW

REMOVAL

Remove Structures
Remove Conductor
Remove Anchors - Guys

ANCHORS

Anchors - Plate
Anchors - Log
Anchors - Helix
Anchors - Rock
Anchors - Screw
Anchors - Concrete

GROUNDING

Ground Rods
Counterpoise
Fence Grounds
Resistance Tests

SUBSTATIONS

Grubbing
Rough Grade - Drainage
Fencing
Foundations
Control Building
Steel Structures
Switches
Grounding
Conduit - Trench
Control Wiring
Bus Work - Insulators
Underground Feeders
Finish Grade - Surface
Circuit Breakers
Transformers
Switchgear
Control House Equipment
Shunt Capacitors



IRBY CONSTRUCTION COMPANY Project List

No.	Owner	Description	Completed
1857	Imperial Irrigation District Imperial, CA	Upgrade 550' of 3 phase overhead 12.47kV primary from #1/0ASCR to 397.5 AAC Upgrade OH Avenidas Villas California Engineer: Owner	2016
1848	NextEra Energy Resources Jupiter, FL	Transmission Storm Work Oklahoma Engineer: Owner	2016
1847	NextEra Energy Resources Jupiter, FL	Transmission Storm Work Oklahoma Engineer: Owner	2016
1846	Western Farmers Electric Cooperative Anadarko, OK	Transmission Storm Work Oklahoma Engineer: Owner	2016
1845	American Electric Power Tulsa, OK	Transmission Ice Storm Restoration Oklahoma Engineer: Owner	2016
1842	American Electric Power Tulsa, OK	Transmission Storm Work Oklahoma Engineer: Owner	2016
1840	Lower Colorado River Authority Austin, TX	Transmission Storm Work Texas Engineer: Owner	2015
1838	Lower Colorado River Authority Austin, TX	Transmission Storm Work Texas Engineer: Owner	2015
1836	Central Maine Power Co. (Cianbro/Irby Joint Venture) New Gloucester, ME	Install spiral vibration dampers on aerial marker balls Maine Engineer: Owner	2015
1833	Lower Colorado River Authority Austin, TX	Remove 2 structures and replace with 1 str. T-476 Airline-Naval Base Texas Engineer: Owner	2015
1832	Lower Colorado River Authority Austin, TX	Replace 1 steel transmission structure T-475 Airline-Laguna-Naval Base Texas Engineer: Owner	2015
1831	Basin Electric Power Cooperative Bismarck, ND	Replace (6) 13.8KV reactors. #2411 Reactor Change Wyoming Engineer: Owner	2015
1830	PowerSouth Energy Cooperative Andalusia, AL	Replace 9 structures on 230kV T/L Lowman-Chatom Alabama Engineer: Owner	2015
1829	Great River Energy Maple Grove, MN	2.25 miles of 115kV T/L - wood poles MV-CR East-West Minnesota Engineer: Owner	2015
1827	Imperial Irrigation District Imperial, CA	Restore 3.4 miles of single circuit temporary wood poles Temporary L Line Restoration California Engineer: Owner	2015

No.	Owner	Description	Completed
1826	NextEra Energy Resources Jupiter, FL	25 pole changout - replace fiberglass poles with single wood poles Red Canyon Texas Engineer: Owner	2015
1825	PowerSouth Energy Cooperative Andalusia, AL	18 miles of 115kV T/L replacement - 113 wood poles Castleberry Jct - Brewton Alabama Engineer: Owner	2016
1824	American Electric Power Tulsa, OK	8 miles of 138kV T/L Maud - Weleetka Oklahoma Engineer: Owner	2015
1820	Florida Power & Light Miami, FL	New 138kV Switch Station Belle Meade Substation Florida Engineer: Owner	2015
1818	Florida Power & Light Miami, FL	Replace 80 Crossbraces Midway - Poinsett Florida Engineer: Owner	2015
1815	Georgia Power Company Atlanta, GA	2.5 miles of 115kV T/L Dalton - Oostanaula Georgia Engineer: Owner	2015
1814	NextEra Energy Resources Jupiter, FL	Install brace on post insulators on 25 structures. Oklahoma Engineer: Owner	2015
1810	Great River Energy Maple Grove, MN	6 miles of 115kV T/L - dbl ckt wood poles New Market - Veseli Minnesota Engineer: Owner	2015
1809	Georgia Transmission Corp Tucker, GA	13 miles of 115kV T/L Ozell - Pavo/Eason Crossing Georgia Engineer: Owner	2016
1808	NextEra Energy Resources Jupiter, FL	Replace transmission line structures Storm Work Kansas Engineer: Owner	2015
1807	NextEra Energy Resources Jupiter, FL	Replace 3 or 4 wood laminated structures with 6 - 90' H2 wood pole structures Storm Work 345kV Texas Engineer: Owner	2015
1806	Panola-Harrison Electric Cooperative Inc Marshall, TX	Transmission Storm Work Texas Engineer: Owner	2015
1805	Florida Power & Light Juno Beach, FL	Install 18 new strs, install new 3ph of 954 ACSR/AW conductor & install new 48-fiber OPGW-type cable T8824 DuPont Relocation Florida Engineer: Owner	2015
1804	American Electric Power Tulsa, OK	8.1 miles of 138kV T/L - steel poles Maud - Earlsboro Str. 6/9 to 14/8 Oklahoma Engineer: Owner	2015

No.	Owner	Description	Completed
1803	American Electric Power Tulsa, OK	5.8 miles of 138kV T/L - steel poles Maud - Earlsboro Str. 1/1 to 6/9 Oklahoma Engineer: Owner	2015
1801	Florida Power & Light Juno Beach, FL	Replace 51 spun concrete poles, install 7 deadend assemblies & replace conductor Landings Riviera 138kV Florida Engineer: Owner	2015
1800	American Electric Power Tulsa, OK	Storm Work Oklahoma Engineer: Owner	2015
1799	Georgia Transmission Corp Tucker, GA	Replace 22 Vang Members Dresden-Heard Co 500kV Florida Engineer: Owner	2015
1798	American Electric Power Tulsa, OK	4.7 miles of 138kV T/L - steel poles Chouteau - Tulsa SE Str 45/10 to 50/3 Oklahoma Engineer: Owner	2015
1797	NextEra Energy Resources Jupiter, FL	138kV storm work Oklahoma Engineer: Owner	2015
1795	Georgia Transmission Corp Tucker, GA	Move 230kV T/L from its current position in the ring bus to the position currently occupied by Unit #2 Branch-Wadley #2 Bay Re-termination Georgia Engineer: Owner	2015
1794	Lower Colorado River Authority Austin, TX	6 miles of 138kV T/L upgrade - steel poles T-541 Lost Creek-Guadalupe Texas Engineer: Owner	2015
1793	Lower Colorado River Authority Austin, TX	Substation cut-in T-542 Cut-In Texas Engineer: Owner	2015
1792	Lower Colorado River Authority Austin, TX	Three cut-in sections into substation T-579, T-609 & T-543 Cut-Ins Texas Engineer: Owner	2015
1791	Lower Colorado River Authority Austin, TX	11 miles of 138kV T/L upgrade - concrete & steel poles T-543 Guadalupe-Hochheim Texas Engineer: Owner	2015
1790	American Electric Power Tulsa, OK	345kV T/L retermination - Install 3 strs, new cond and remove 3 strs Lydia - Valliant Oklahoma Engineer: Owner	2015
1789	Progress Energy - Carolinas Raleigh, NC	Storm Work - distribution North Carolina Engineer: Owner	2015
1788	Florida Power & Light Juno Beach, FL	Replace 4 - 500kV structures in river utilizing barges St. Johns River Crossing Florida Engineer: Owner	2015

No.	Owner	Description	Completed
1787	Florida Power & Light Juno Beach, FL	Replace 10 - 500kV transmission structures 500kV Str Replacement Florida Engineer: Owner	2015
1786	Lower Colorado River Authority Austin, TX	Replace 2 sections of a pole & trim out the new structure with existing conductor T-147 McNeil-Gilleland Texas Engineer: Owner	2015
1785	Lower Colorado River Authority Austin, TX	Replace switches T-547 Switch Str Replacements Texas Engineer: Owner	2015
1784	Lower Colorado River Authority Austin, TX	Overhaul 69kV T/L T-547 Altair to Eagle Lake Texas Engineer: Owner	2015
1783	Florida Power & Light Juno Beach, FL	Replace insulators on 260 structures 500kV Reinsulate Florida Engineer: Owner	2015
1782	Imperial Irrigation District Imperial, CA	10 miles of 92kV T/L reconductor - sngl wood poles with distribution underbuild CW Transmission Line Upgrade California Engineer: Owner	2015
1781	Lower Colorado River Authority Austin, TX	0.8 miles of 138kV Storm Hardening - steel poles T-445 Hilltop - Strahan Texas Engineer: Owner	2015
1780	Lower Colorado River Authority Austin, TX	4.2 miles of 138kV Storm Hardening - steel pole T-597 Chief Brady - Rivery Texas Engineer: Owner	2015
1779	Lower Colorado River Authority Austin, TX	8.95 miles of 138kV upgrade - steel poles T-590 Yorktown - Lost Creek Texas Engineer: Owner	2015
1778	Lower Colorado River Authority Austin, TX	27.9 miles of 138kV T/L upgrade - steel poles T-193/T-515 Ferguson-Sandy Creek-Pitsburg Texas Engineer: Owner	2015
1777	Lower Colorado River Authority Austin, TX	22 miles of 138kV T/L upgrade - steel poles T-130 Eckert-Sandstone Mountain Texas Engineer: Owner	2015
1776	Pedernales Electric Cooperative Johnson City, TX	1.5 miles of 138kV T/L relocate - steel poles T-327 Leander-Nameless Texas Engineer: UC Synergetic	2015
1775	Imperial Irrigation District Imperial, CA	Upgrade circuit L-425 Dahlla Substation Circuit Upgrade California Engineer: Owner	2015
1774	Great River Energy Maple Grove, MN	6.5 miles of 115kV T/L - wood poles Cromwell II Minnesota Engineer: Owner	2015

No.	Owner	Description	Completed
1773	American Electric Power Tulsa, OK	5 miles of 138kV T/L - steel poles Chouteau-Tulsa, Str. 40/5 to 45/9 Oklahoma Engineer: Owner	2015
1771	American Electric Power Tulsa, OK	23.16 miles of 138kV T/L - single steel poles Rock Hill - Springridge Texas Engineer: Owner	2015
1770	Imperial Irrigation District Imperial, CA	Reconductor 5,200' to 4-397.5AAC 7.2/12.5kV 3 phase Edom Sub Upgrade Circuit California Engineer: Owner	2015
1769	Imperial Irrigation District Imperial, CA	Reconductor 7,300' to 4-397.5 AAC 7.2/12.5kV 3 phase Mecca Sub Upgrade Circuit California Engineer: Owner	2014
1768	Arkansas Electric Cooperative Corp. Little Rock, AR	14.39 miles of 161kV Reconductor Dell - Nucor Yamato Arkansas Engineer: Owner	2014
1767	Florida Power & Light Juno Beach, FL	Replace poles on 115kV and 230kV T/L for ampacity upgrades Ampacity Upgrade Florida Engineer: Owner	2015
1766	Dashiell Corporation Houston, TX	0.5 miles of 12.5kV distribution Imperial Solar Energy Center W Texas Engineer: Owner	2014
1765	Lower Colorado River Authority Austin, TX	12.3 miles of 138kV T/L upgrade - steel poles T-591 Nordheim West-FM 237 Yorktown Texas Engineer: Owner	2015
1764	Great River Energy Maple Grove, MN	4 miles of 69kV to 115kV T/L - wood poles Worthington Upgrade Minnesota Engineer: Owner	2015
1763	City of Garland Texas Garland, TX	Insulator changeout 345kV Corona Replacement Texas Engineer: Owner	2014
1761	American Electric Power Tulsa, OK	Distribution Storm Work Florida Engineer: Owner	2014
1760	American Electric Power Tulsa, OK	21.1 miles of 138kV T/L - steel poles Wagoner - Str 40/5 Oklahoma Engineer: Owner	2015
1758	American Electric Power Tulsa, OK	Unload materials at various locations Material Unloading Texas Engineer: Owner	2014
1757	Great River Energy Maple Grove, MN	9 miles of 115kV T/L - wood poles Gowan - Savanna Minnesota Engineer: Owner	2015

No.	Owner	Description	Completed
1756	Great River Energy Maple Grove, MN	21 miles of 69kV T/L - wood poles Effie- Big Fork Minnesota Engineer: Owner	2015
1755	Central Maine Power Co. (Cianbro/Irby Joint Venture) New Gloucester, ME	Replace 6.3 miles of shield wire with OPGW on 115kV T/L Section 75 Maine Engineer: Owner	2014
1754	Dominion Virginia Power Richmond, VA	10.91 miles of 230kV T/L - steel poles Shawboro - Aydlett Junction North Carolina Engineer: Owner	2014
1753	Lower Colorado River Authority Austin, TX	3.89 miles of 138kV T/L upgrade - steel poles T-598 Kerrville Legion-Travis Texas Engineer: Owner	2014
1752	Lower Colorado River Authority Austin, TX	1.5 miles of 138kV T/L upgrade - steel poles T-383 Kerrville Travis-Stadium Texas Engineer: Owner	2014
1751	Entergy Arkansas, Inc. Little Rock, AR	500kV T/L Storm Work Arkansas Engineer: Owner	2014
1750	Gulf Power Company Pensacola, FL	Distribution Storm Work Florida Engineer: Owner	2014
1749	Florida Power & Light Juno Beach, FL	138kV Substation Tap Keys-Graves Florida Engineer: Owner	2014
1748	Lower Colorado River Authority Austin, TX	16.7 miles of 138kV T/L upgrade - concrete and steel poles T-577 Kenedy-Nordheim Texas Engineer: Owner	2014
1747	Georgia Power Company Atlanta, GA	Distribution Storm Work Georgia Engineer: Owner	2014
1746	Florida Power & Light Juno Beach, FL	6 miles of 230kV T/L DC & 2 miles of 115kV T/L Magnolia Florida Engineer: Owner	2015
1745	Imperial Irrigation District Imperial, CA	Transmission/Distribution rebuild around existing bridge -- 5 structures Ave 52 Bridge/Grade Separation California Engineer: Owner	2015
1744	Florida Power & Light Juno Beach, FL	7.5 miles of OPGW T-9488 Andytown-Orange River 500KV Florida Engineer: Owner	2014
1743	Lower Colorado River Authority Austin, TX	4.5 miles 69kV T/L upgrade - concrete poles T-486 Raymond Barker-Kerrille Legion Texas Engineer: Owner	2014
1742	Progress Energy Raleigh, NC	Distribution Storm Work North Carolina Engineer: Owner	2014

No.	Owner	Description	Completed
1741	Lower Colorado River Authority Austin, TX	Repair/Replace failed fiber T-558/T-559 Big Hill - Kendall Texas Engineer: Owner	2014
1740	Georgia Transmission Corp Tucker, GA	1 mile of 115kV T/L Mill Pond Rd Line Georgia Engineer: Owner	2014
1739	Imperial Irrigation District Imperial, CA	Interstate Re-route Caltrans I8 Bridge Project California Engineer: Owner	2014
1738	Florida Power & Light Juno Beach, FL	Change out (2) 500kV structures St. John River Approach Florida Engineer: Owner	2014
1737	Florida Power & Light Juno Beach, FL	Replace insulators on (210) 500kV structures, de-energized 500kV Reinsulate Florida Engineer: Owner	2014
1736	Progress Energy Raleigh, NC	Distribution Storm Work North Carolina Engineer: Owner	2014
1735	American Electric Power Tulsa, OK	Replace (20) 138kV steel pole str. Cornville-Lindsay Oklahoma Engineer: Owner	2014
1734	Lower Colorado River Authority Austin, TX	Replace/Raise 3 structures on 138kV T/L T-108 Buchanan-Burnet Texas Engineer: Owner	2014
1731	Lower Colorado River Authority Austin, TX	6.2 miles of 138kV T/L - steel poles T-309/T-572 Seguin-Cushman/Cushman-Hwy 123 Texas Engineer: Owner	2014
1730	Entergy Arkansas, Inc. Little Rock, AR	Storm Restoration Arkansas Engineer: Owner	2014
1729	Georgia Transmission Corp Tucker, GA	Guy & anchor replacement North Americus - Vienna 115kV Georgia Engineer: Owner	2014
1728	Lower Colorado River Authority Austin, TX	4.7 miles of 138kV T/L upgrade - concrete poles T-260 Elgin-Sim Gideon Texas Engineer: Owner	2014
1727	Lower Colorado River Authority Austin, TX	13.6 miles of 69kV TL overhaul - steel H-frame T-545 Altair - Nada Texas Engineer: Owner	2014
1726	Lower Colorado River Authority Austin, TX	3.1 miles 138kV T/L overhaul - steel poles T-475 Laguna-Naval Base Texas Engineer: Owner	2014
1725	Great River Energy Maple Grove, MN	6 miles of 115kV T/L - wood poles Enterprise Park-Crooked Lake Minnesota Engineer: Owner	2013

No.	Owner	Description	Completed
1724	Great River Energy Maple Grove, MN	11 miles of 69kV T/L - wood poles Athens-Martin Lake Minnesota Engineer: Owner	2014
1723	Florida Power & Light Juno Beach, FL	Change out 30 structures T8399 Pratt-Whitney Ranch Florida Engineer: Owner	2014
1722	Lower Colorado River Authority Austin, TX	20 miles of 138kV T/L replacement - wood str T-133 Plum - Flatonia Texas Engineer: Owner	2014
1721	Georgia Transmission Corp Tucker, GA	230kV T/L Tie-In Goshen - Vogtle Georgia Engineer: Owner	2014
1720	Lower Colorado River Authority Austin, TX	2.9 miles of 138kV T/L T244/F604 Menger Creek Texas Engineer: Owner	2014
1719	Great River Energy Maple Grove, MN	21 miles of 115kV T/L - dbl ckt Gowan-Cromwell Minnesota Engineer: Owner	2014
1718	Valard Construction LP	Complete Wire Crew TL Edmonton, AB, Canada Engineer: Owner	2015
1717	Valard Construction LP	6 Man Dead-End Crew British Columbia, Canada Engineer: Owner	2014
1716	Lower Colorado River Authority Austin, TX	15.7 miles of 69kV T/L upgrade T-157 Lockhart-Luling Texas Engineer: Owner	2014
1715	Great River Energy Maple Grove, MN	6.03 miles of 69kV T/L IM - SLT Line: Shell Lake Minnesota Engineer: Owner	2014
1714	Lower Colorado River Authority Austin, TX	14.6 miles of 138kV T/L upgrade T-267 Buchanan CTEC-Pittsburg Texas Engineer: Owner	2014
1713	Florida Power & Light Juno Beach, FL	Change (1) 500kV structure T-7597 Corbett - Martin #1 Florida Engineer: Owner	2013
1712	American Electric Power Tulsa, OK	Unload materials at various locations Material Unloading Oklahoma Engineering: Owner	2014
1711	American Electric Power Tulsa, OK	18.34 miles of 138kV T/L Chouteau - Wagoner Oklahoma Engineer: Owner	2014
1710	American Electric Power Tulsa, OK	Replacement and retermination of the h-frame structure Flint Creek Substation Arkansas Engineer: Owner	2013

No.	Owner	Description	Completed
1709	Florida Power & Light Juno Beach, FL	Replace wood structures with concrete poles Midway - St Lucie #3 T-8500 Florida Engineer: Owner	2013
1708	Georgia Transmission Corp Tucker, GA	6 miles of 500kV T/L - lattice tower Dresden - Heard County Transmission Line Georgia Engineer: Owner	2014
1707	Lower Colorado River Authority Austin, TX	Site prep for 138kV T/L overhaul. Foundation installation. T-475 Laguna-Naval Base Texas Engineer: Owner	2014
1706	Dominion Virginia Power	Maintenance	2014
1704	Central Electric Power Cooperative Jefferson City, MO	19.6 miles of 69kV T/L rebuild - wood poles Larrabee Tap-Tipton & Tipton-Santa Fe Missouri Engineer: Owner	2014
1703	Dominion Virginia Power Richmond, VA	15.16 miles of 230kV T/L rebuild Winfall-Elizabeth City North Carolina Engineer: Owner	2014
1702	Florida Power & Light Juno Beach, FL	Replace x-braces on steel h-frame 500kV structures T8479 500kV Crossbrace Replacement Florida Engineer: Owner	2014
1701	Lower Colorado River Authority Austin, TX	13.3 miles of 138kV T/L upgrade T-130 Gillespie-Eckert Texas Engineer: Owner	2013
1700	Florida Power & Light Juno Beach, FL	Various transmission maintenance job. T-8013, T-8405, T-8406, T-8474 & T-6514 North Area Various T/L Florida Engineer: Owner	2013
1699	Florida Power & Light Juno Beach, FL	Structure upgrades on various transmission lines. FPL South Area Transmission Florida Engineer: Owner	2014
1698	American Electric Power Tulsa, OK	Storm Work - Transmission Oklahoma Engineer: Owner	2013
1697	Central Maine Power Co. (Cianbro/Irby Joint Venture) New Gloucester, ME	Install foundation and structure Maine Engineer: Owner	2013
1695	Progress Energy Lake Mary, FL	Distribution Storm Repair North Carolina Engineer: Owner	2013
1694	Great River Energy Maple Grove, MN	Grounding & Control Cable Chub Lake Substation Minnesota Engineer: Owner	2013
1693	Lower Colorado River Authority Austin, TX	Helical Test Piles T-475 Laguna-Naval Base Texas Engineer: Owner	2013

No.	Owner	Description	Completed
1692	American Electric Power Tulsa, OK	Install (4) 138kV structures. Maud - Weleetka Reterm Oklahoma Engineer: Owner	2013
1691	Florida Power & Light Juno Beach, FL	Change out wood pole structures to concrete Sugar Marlin Relocations - T-7818 & 7819 Florida Engineer: Owner	2013
1690	Lower Colorado River Authority Austin, TX	Maintenance - Line Pull Texas Engineer: Owner	2013
1689	Lower Colorado River Authority Austin, TX	10.6 miles OPGW upgrade T429 Twin Buttes-SAPS FO Add Texas Engineer: Owner	2013
1688	Lower Colorado River Authority Austin, TX	Set 2 A-Frames structures T-120 Kendall-Fredricksburg Relocation Texas Engineer: Owner	2013
1687	Oklahoma Gas & Electric Co. Norman, OK	26 miles of 345kV T/L rebuild - H-Frame structures CHC-Muskogee Power Plant Oklahoma Engineer: Burns & McDonnell	2014
1686	Florida Power & Light Juno Beach, FL	Relocate (7) 230kV T/L, install (2) new 230kV T/L and extend (1) 230kV T/L Ranch Relocation Swaps Florida Engineer: Owner	2014
1685	Florida Power & Light Juno Beach, FL	Reinsulate 426 steel h-frame 500kv structures Poinsett Rice Reinsulate Florida Engineer: Owner	2014
1684	Polk-Burnett Electric Cooperative Centuria, WI	1.5 miles of 3 phase Polk - Burnett Wisconsin Engineer: Owner	2013
1683	Central Maine Power Co New Gloucester, ME	Storm work Maine Engineer: Owner	2013
1682	American Electric Power Tulsa, OK	Storm work - distribution Virginia Engineer: Owner	2013
1681	Great River Energy Maple Grove, MN	12 miles of 69kV T/L - wood poles Paynesville - Hawick Minnesota Engineer: Owner	2013
1680	Florida Power & Light Juno Beach, FL	10 miles of 230kV T/L rebuild Riviera Plant Modernization Project T6218 Florida Engineer: Owner	2014



Irby Construction Company Certification Training Topics

INTERNAL Training (examples):

Highlighted are required of all new hires and re-hires

- AED
- Blood Borne Pathogen
- Bucket Truck Rescue
- Climbing wooden, concrete and steel structures
- Code of Conduct
- CPR
- Distracted Driving
- Emergency Action Plan
- Equipotential Grounding
- Fall Protection
- Fire Extinguisher
- First Aid
- Flagger
- Forklift
- Global Harmonization System
- Grounding
- Hazcom
- Irby Grounding Seminar
- JTSA training
- OSHA T&D 10 hour
- OSHA T&D 20 hour (Leadership)
- OSHA 30 hour
- Pole Top Rescue
- QPM training
- Qualified Rigger
- Qualified Signalperson
- Stepping Up To Supervisor
- Trenching and Shoring

EXTERNAL Training (examples):

Highlighted are required of all new hires and re-hires

- Confined Space
- Crane operator (CIC)
- Electric Powerline Technician Year 1
- Electric Powerline Technician Year 2
- Electric Powerline Technician Year 3
- Electric Powerline Technician Year 4
- Fall Protection
- Irby Safety Specific (Computer Based)
- Power Safe (Computer Based)
- Substations & Switchyards
- Switching and Tagging



Irby Construction Company Customer References

American Electric Power
George Carpenter
Sr. Project Manager
212 E. 6th Street
Tulsa, OK 74119
(918) 599-2021
gwcarpenter@aep.com

Georgia Power Company
Robert T. Roane
Supervisor Transmission Line Construction
Bin 50060
62 Lake Mirror Road, Building 6
Forest Park, GA 30297
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rtroane@southernco.com

Florida Power & Light
Joe Mills
Construction Support & QAQC
700 Universe Blvd.
Juno Beach, FL 33408
(561) 694-4770
Joe_Mills@fpl.com

Georgia Transmission Corporation
Jerry White
Construction Inspector
2100 E. Exchange Place
Tucker, GA 30084
(912) 614-1892
Jerry.White@gatrans.com

Lower Colorado River Authority
Doug Brown
Sr. Category Manager
3700 Lake Austin Blvd.
Austin, TX 78703
Phone: 512/578-1840
douglas.brown@lcra.com





April 12, 2016

To Whom It May Concern:

RE: Quanta Services, Inc. and its subsidiaries

Please be advised that Quanta Services, Inc. and its subsidiaries historical Workers' Compensation modifiers are as follows:

NCCI
(All states except California, Michigan, New Jersey, Pennsylvania & Delaware)

.79 effective 8/1/12 – 8/1/13
.73 effective 8/1/13 – 5/1/14
.64 effective 5/1/14 – 5/1/15
.66 effective 5/1/15 – 5/1/16
.67 effective 5/1/16 – 5/1/17

I trust you find the above to be in order but if you should have any questions, please do not hesitate to contact me.

Best Regards,

Lockton Companies, LLC

Nelson Reese

nr/pc



Absolute Performance . . .

Irby Construction Company
Policy for T & E Work
Effective June 1, 2016 to May 31, 2018

Florida Municipal Power Agency

All Inclusive Labor and Equipment Rates. The all-inclusive rates identified on the attached sheets reflect the cost of labor and equipment for T&E work. These rates are all inclusive of payroll taxes, insurance, overhead and profit.

Work Hours. Application of labor rates are as follows:

Straight Time Rates apply for the first forty hours worked in one week. Our workweek begins on Monday at 12:01 a.m.

Overtime Rates apply for all hours worked over 40 in one week.

Double-Time Rates apply for work performed on Sundays and holidays.

Inclement Weather. Between the hours of 6:30 a.m. - 8:30 a.m., if crews show up at the job site and it is determined by the Owner's Representative and Irby's Foreman that work can not be performed due to inclement weather, our crews are entitled to two hours of pay. Time incurred past 8:30 a.m. shall be paid based on actual hours at the job site and approved by the Owner.

Per Diem. Per diem is not included in the hourly labor rates and will be billed as a separate line item.

Tools. Small tools with a value less than \$1,000.00 are included in the hourly labor rates. Tools with a value greater than \$1,000.00 are subject to an hourly rate charge.

Equipment. All equipment that is mutually agreed upon to be assigned to T&E Work will be paid at the appropriate hourly rates shown on the attached Equipment Rental Rates Sheet and will be paid the same hours as the crew works with a minimum of 40 hours per week. These rates are all inclusive of fuel, maintenance, spare parts, oil, overhead and profit. These rates are based on the current average fuel cost per gallon. Irby reserves the right to seek an increase in equipment rates due to fuel escalations above this average.

Non-owned and specialty equipment will be billed at cost plus 30% for fuel, maintenance and insurance.

Subcontractor. Invoices for subcontractor services required in the performance of T&E Work will be billed to the owner at actual cost, plus 15%.

Materials. All contractor-furnished materials required in the performance of T&E Work will be billed to the owner at actual cost, including freight, plus 15% to cover handling.



Absolute Performance . . .

**IRBY CONSTRUCTION COMPANY
LABOR RATES FOR T&E WORK***
Effective June 1, 2016 to May 31, 2018

<u>CLASSIFICATION</u>	<u>RATE PER HOUR</u>		
	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>	<u>DOUBLE-TIME</u>
Superintendent	134.42	134.42	268.84
Assistant Superintendent	114.35	114.35	228.70
Safety Coordinator	70.63	70.63	141.26
General Line Foreman	96.23	96.23	192.45
Foreman	78.19	107.05	135.91
Lineman, Journeyman	72.44	99.17	125.91
Apprentice Lineman, 4th Yr.	68.82	94.22	119.62
Apprentice Lineman, 3rd Yr.	59.99	82.13	104.27
Apprentice Lineman, 2nd Yr.	49.46	67.72	85.97
Apprentice Lineman, 1st Yr.	45.70	62.56	79.43
Operator	53.37	73.07	92.77
Truck Driver	48.57	66.50	84.42
Mechanic	61.99	84.87	107.75
Groundman	36.42	49.86	63.30

*These rates are all inclusive of benefits, small tools, payroll taxes, insurance, overhead and profit.
All applicable gross receipts/use taxes will be added to monthly invoices as appropriate.
See Policy for T & E Work for overtime and billing requirements.



Absolute Performance . . .

**IRBY CONSTRUCTION COMPANY
EQUIPMENT RENTAL RATES♦
Effective June 1, 2016 to May 31, 2018**

EQUIPMENT CATEGORY	DESCRIPTION	RATE PER HOUR
014	1/2 Ton Pickup Sup/Crew Cab 4x2	\$ 7.90
015	3/4 Ton Pickup Sup/Crew Cab 4x4	\$ 10.00
018	1/2 & 3/4 Ton Pickup Sup/Crew Cab 4x4 - Supervision	\$ 11.00
224	1 Ton Mechanics Truck	\$ 19.00
227	1 Ton 4x4 Flatbed Truck	\$ 15.80
228	1 Ton 4x4 Crewcab Flatbed	\$ 15.80
256	1 Ton Van	\$ 9.70
412	35' - 40' Telescopic Articulating Bucket Truck	\$ 22.40
424	2 Ton Mechanics Truck (F550)	\$ 30.00
427	2 Ton 4x4 Flatbed (F550)	\$ 18.90
504	Distribution Derrick 4x2	\$ 27.50
505	2-1/2 Ton Truck w/1 Conductor LT 48" Tensioner Mounted	\$ 30.00
506	2-1/2 Ton Truck w/Small Rope Puller Mounted	\$ 16.50
510	2-1/2 Ton Dump Truck	\$ 22.50
511	2-1/2 Ton Water Truck	\$ 23.40
512	45' - 55' Bucket Truck 4x2	\$ 27.00
514	2-1/2 Ton Flatbed Truck w/ LT 15 Ton Crane Mounted	\$ 32.50
514	2-1/2 Ton Flatbed Truck w/Knuckle Boom Crane Mounted	\$ 31.20
520	2-1/2 Ton Flatbed Conventional	\$ 17.50
521	2-1/2 Ton 4x4 Crew Cab	\$ 21.00
524	2-1/2 Ton Mechanics Truck	\$ 34.50
527	2-1/2 Ton 4x4 Flatbed Truck	\$ 17.50
528	2 Ton w/Flatbed Dump Body	\$ 17.20
604	Distribution Derrick 4x4	\$ 33.00
610	2-1/2 Ton 4x4 Dump Truck	\$ 22.50
612	45' - 55' Bucket Truck 4x4	\$ 30.00
612	56' - 75' Bucket Truck 4x4	\$ 31.00
624	2-1/2 Ton 4x4 Mechanics Truck	\$ 36.00
701	5 Ton Cab & Chassis	\$ 20.00
702	5 Ton Truck w/ LT 50K Rotary Torque (Texoma 330-600)	\$ 81.00
702	5 Ton Truck w/50 - 100K Rotary Torque (Texoma 650)	\$ 115.50
702	5 Ton Truck w/50 - 100K Rotary Torque (Texoma 800)	\$ 163.50
704	Transmission Derrick 6x6	\$ 55.00

<u>EQUIPMENT</u>		<u>RATE PER</u>
<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>HOURL</u>
705	5 Ton Truck w/1-2 Conductor Tensioner LT 48" Mounted	\$ 75.00
705	5 Ton Truck w/2-3 Conductor Tensioner 48 - 60" Mounted	\$ 91.20
705	5 Ton Truck w/4 Conductor Tensioner GT 60"	\$ 144.10
706	5 Ton Truck w/Small Single Drum Puller Mounted	\$ 77.00
706	5 Ton w/Large Hardline Puller Mounted	\$ 153.70
709	5 Ton Truck w/Concrete Mixer Mounted	\$ 28.80
710	5 Ton Dump Truck	\$ 27.40
711	5 Ton Water Truck	\$ 30.00
712	56' -75' Bucket Truck 6x4	\$ 44.10
712	56' -75' Bucket Truck 6x6	\$ 44.90
712	76' - 99' Bucket Truck 6x4	\$ 55.10
712	76' - 99' Bucket Truck 6x6	\$ 57.20
712	100' - 124' Bucket Truck 6x4	\$ 72.80
712	100' - 124' Bucket Truck 6x6	\$ 84.50
712	125' Bucket Truck Tri-Drive	\$ 119.60
713	5 Ton w/Reel stands	\$ 20.00
714	5 Ton Flatbed Truck w/Knuckle Boom Crane Mounted	\$ 25.00
714	5 Ton Flatbed Truck w/ 16 - 20 Ton Crane Mounted	\$ 48.00
714	5 Ton Flatbed Truck w/ 21 - 29 Ton Crane Mounted	\$ 52.00
714	5 Ton Flatbed Truck w/ 35 - 38 Ton Crane Mounted	\$ 72.00
732	5 Ton 6x6 w/Flatbed	\$ 12.90
735	5 Ton w/Conductor Hauling Truck	\$ 20.80
746	5 Ton Truck Tractor w/ 16 - 20 Ton Crane Mounted	\$ 55.20
752	5 Ton Truck Tractor Tandem Axle	\$ 37.80
752	5 Ton Truck Tractor Tri-Axle	\$ 41.60
753	Truck Tractor 6x6 Off Highway	\$ 21.00
901	Office Trailer 8'W X 16'-30' L	\$ 3.00
901	Office Trailer 10' & 12'W X 40' & 50'L	\$ 6.00
903	Expando Flatbed Trailer	\$ 8.70
904	Backhoe Trailer	\$ 7.90
905	Flatbed Trailer	\$ 7.90
906	Lowboy Trailer- Tandem 20-35Ton	\$ 11.20
906	Lowboy Trailer- Tri 40-75Ton	\$ 18.00
907	Single Axle Pole Trailer	\$ 2.60
908	Tandem Axle Pole Trailer	\$ 3.00
910	Reel Stand Trailer (Distribution)	\$ 3.40
910	Reel Stand Trailer (Transmission)	\$ 3.80
913	8' to 18' Enclosed walk in tool trailer	\$ 3.20
914	40' + Storage van Trailer	\$ 3.60
915	Utility Trailer	\$ 2.90
916	Misc. Trailer	\$ 3.20

<u>EQUIPMENT</u>		<u>RATE PER</u>
<u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>HOURLY</u>
917	Jeep/Booster Axle Trailer	\$ 4.00
919	Mini Excavator LT 3 M ton	\$ 24.70
919	Mini Excavator 3 - 5 M Ton	\$ 26.60
919	Excavator 9 - 19 M Tons (312-314 Cat)	\$ 35.00
919	Excavator 20-30 M Ton (324-329 Cat)	\$ 78.70
920	Backhoe/Loader Dozer	\$ 34.40
921	Backhoe/Loader 4x2 & 4x4	\$ 18.90
922	Trencher (90HP)	\$ 38.80
924	Skidsteer Wheeled GT 80 HP	\$ 18.70
924	Skidsteer Wheeled LT 80 HP	\$ 16.90
924	Skidsteer Tracked GT 80 HP	\$ 23.60
925	John Henry Rock Drill- Self Contained	\$ 100.40
926	Farm Tractor 50 - 100HP	\$ 37.50
926	Farm Tractor 101 - 250HP w/winch mounted	\$ 53.00
927	Forklift 5K - 7999#'s Straight Mast	\$ 21.10
927	Forklift 5K - 9999#'s Telehandler	\$ 27.00
927	Forklift GT 10K Telehandler	\$ 34.90
927	Wheel Loader 2 - 4 Cubic Yards w/Forks	\$ 67.50
927	Wheel Loader GT 4 Cubic Yards w/Forks	\$ 77.50
928	Air Compressor <250CFM	\$ 6.40
932	Bulldozer-LT 100 HP	\$ 38.20
933	Bulldozer- 100 - 250HP w/winch (D6K-D6N)	\$ 86.60
934	Bulldozer- 100 - 250 HP w/winch (D6T)	\$ 95.30
934	Bulldozer- 100 - 250 HP w/sagging winches mounted	\$ 95.30
952	Tracked Skidder w/LT 15 Ton Crane Mounted	\$ 61.20
952	Tracked Skidder w/Sleeving Unit	\$ 61.20
952	Tracked Carrier w/Dump Medium	\$ 70.00
952	Articulating Dump Truck (Hydrema)	\$ 56.80
952	Tracked Carrier w/Flatbed Mounted	\$ 43.30
952	Tracked Personnel Carrier	\$ 20.80
952	Tracked Carrier w/60' to 75' Bucket Mounted	\$ 96.00
952	Tracked Carrier w/330 Texoma Digger Mounted	\$ 70.00
952	Tracked Carrier w/Distribution Derrick Mounted	\$ 90.00
952	Tracked Carrier w/21 - 29 Ton Crane Mounted	\$ 135.00
955	Rough Terrain Crane 50 - 74 Ton	\$ 83.60
959	Mantis Swamp Crane- LT 30 Ton	\$ 74.80
959	Mantis Swamp Crane- 30 - 39 Ton	\$ 88.00
959	Mantis Swamp Crane- 40 - 49 Ton	\$ 92.40
959	Mantis Swamp Crane- 50 - 69 Ton	\$ 108.00
961	Steam Cleaner- Large	\$ 2.40
977	Excavator w/Lodrill 50 - 60K Rotary Torque	\$ 210.00

<u>EQUIPMENT</u> <u>CATEGORY</u>	<u>DESCRIPTION</u>	<u>RATE PER</u> <u>HOURL</u>
980	Manlift 40'	\$ 21.00
983	Trailer Mounted Single Drum Rope Puller	\$ 27.50
983	Single drum puller- Underground (Trailer Mounted)	\$ 33.70
984	Trailer Mounted Tensioner LT 48" W/Reel Carrier	\$ 8.70
984	Trailer Mounted Tensioner GT 60" W/Reel Carrier	\$ 43.40
984	Trailer Mounted Powered Tensioner 48 - 60"	\$ 29.60
987	Trailer Mounted Reel Winder	\$ 13.20
988	Trailer Mounted Large Hardline Puller	\$ 153.70
988	Bullwheel Puller Tensioner 10K Trailer Mounted	\$ 52.50
988	Bullwheel Puller Tensioner 20 - 33K Trailer Mounted	\$ 63.00
988	Condux Hyd. Reel Winder w/23,250' Pulling Line	\$ 77.00
989	Trailer Mounted 2-3 Conductor Tensioner GT 60"	\$ 96.40
990	Aerial Spacer Carts	\$ 5.00
991	4 Drum Puller- Distribution	\$ 24.20
991	4 Drum Puller- Transmission	\$ 61.20
991	5 Drum Pilot Line Winders	\$ 61.80
993	V-Grove Puller (5,000# Line Pull)	\$ 67.50
993	V-Grove Puller (10,000# Line Pull)	\$ 76.50
998	4 Wheel ATV Side By Side	\$ 10.20
999	Floatation Tires for Expando Flatbed Trailer	\$ 4.00
999	Box Blade for Farm Tractor	\$ 4.90
999	Bushhog for Farm Tractor	\$ 4.90
999	Disc for Farm Tractor	\$ 4.90
999	Tiller for Farm Tractor	\$ 4.90
999	Broom for Tracked Compact Loader	\$ 4.90
999	Bushhog for Tracked Compact Loader	\$ 4.90
999	Rock Rake for Tracked Compact Loader	\$ 4.90
999	Tiller for Tracked Compact Loader	\$ 4.90
999	Tow Behind Temporary Guard Structure	\$ 5.90
999	Backyard Mini Digger Derrick	\$ 23.60
999	Ground Slide	\$ 4.90
999	Mantis Aerial Work Platform	\$ 9.80
999	Tracked Flotation Personnel Carrier Small	\$ 24.20
999	Tracked Flotation Personnel Carrier Medium	\$ 143.00
999	Vacuum Excavator	\$ 18.00
999	Welder Trailer Mounted	\$ 5.00
999	Wash Station Trailer	\$ 4.90

- ♦ Rates include fuel, maintenance, spare parts, oil, overhead and profit. These rates are based on the current average fuel cost per gallon. Irby reserves the right to seek an increase in equipment rates due to fuel escalations above this average. All applicable gross receipts/use taxes will be added to monthly invoices as appropriate.