Master Services Agreement

This Master Services Agreement is entered into on this $\frac{33}{4}^{4}$ day of September, 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 Pike Electric, LLC, with its principle place of business located at 100 Pike Way, Mount Airy, NC 27030, ("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 projectspecific 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 FMPA. 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 FMPA includes FMPA'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. Contractor will re-performing at Contractor's expense any Services performed by Contractor which have failed to meet the above warranty, if such failure is promptly reported to Contractor not later than one (1) year following completion of the applicable Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an "as-is, whereis, with all-faults" basis, provided that Contractor shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client's sole remedy for any failure of company to comply with its warranty obligations.

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, at a minimum, 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 (to the extent of Contractor's indemnity obligations in this agreement) 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 this agreement 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 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 (to the extent of Contractor's indemnity obligations in this agreement) 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.

(d) Intentionally Deleted

- (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 FMPA, 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 FMPA to the extent 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 FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Contractor and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limitsrequired herein.

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.

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

FLORIDA MUNICIPAL POWER AGENCY

PIKE ELECTRIC, LLC

By: Jaub 4. Williams

By: MAMAN

Schedule A

.

Bid Forms & Pricing

ě

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 🗵

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

Pike Electric, LLC Firm

MAAA Ind

Authorized Signature

Region Vice President Officer Title

May 27, 2016

Date

Matt Fisher Printed or Typed Name

EXCEPTIONS & CLARIFICATIONS
FMPA RFP 2016-202

xWe DO NOT tak	e exception to any items included in the RFP.	
We TAKE excep	tion as follows:	
	×	
the second se		
Company Name:		
	Pike Electric, LLC	
By:	AL	
(Authorized F	Person's Signature)	
	Matt Fisher, Region Vice President	
(Print or type	name and title of signer)	
Company Address:	P. O. Box 868, 100 Pike Way, Mount Airy, NC 27030	
Telephone Number:	336-789-2171	
Toll Free Number:	800-424-PIKE	
Fax Number:	336-719-4582	
Date:	May 27, 2016	

{

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 does:

Pike Electric, LLC (Name of business)

- Publish a statement notifying employees that the unlawful manufacture, distribution, 1. 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.
- Inform employees about the dangers of drug abuse in the workplace, the business's 2. 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.
- Give each employee engaged in providing the commodities or contractual services that 3. are under proposal a copy of the statement specified in Subsection 1.
- In the statement specified in Subsection 1, notify the employees that, as a condition of 4. 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.
- Impose a sanction on, or require the satisfactory participation in a drug abuse 5. assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through 6. implementation of this section.

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

Signature

Matt Fisher, Region Vice President Name of Proposer May 27, 2016

Date

FMPA RFP 2016 – 202 Overhead Distribution System Pricing

Contractor Company Name: ____

Authorized Signature:

Pike Electric, LLC Matt Fisher, Region Vice President

Date: May 27, 2016

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					Price
Mobilization Rate	for 3-person crev	v ¹ , including bu	cket truck	\$	5 196.	.70
Mileage Rate for 3	Mileage Rate for 3-person crew ¹ , including bucket truck (per mile) \$ 4.92					.92
¹ For estimation pur Lineman, 1 Appren	rposes, a 3-person tice.	crew must inclu	de a minimum:	1 Foreman,	1 Journe	eyman
	Но	ourly Labor Ra	ites (\$/Hr)			1
	Groundman Apprentice L				yman nan	Foreman
Standard Rate		\$25.09	\$39.18	\$57.60		\$66.79
Overtime Rate		\$35.13	\$54.85	\$80.64		\$93.50
Rate for Energized Work		\$25.09	\$39.18	\$57.60		\$66.79
Overtime Rate for	Energized Work	\$35.13	\$54.85	\$80.64		\$93.50
Please note the location that mobilization begins and ends for each FMPA Member Zone noted in Appendix A (for calculation purposes):						
Zone 1	Zone 1 Zone 2		Zo	one 4	Z	one 5
Orlando	rlando Orlando		Wauchula Wauchula		Orland	
Check here if you decline to bid on Overhead Distribution System Work						

FMPA RFP 2016 - 202 **Underground Distribution System Pricing**

Contractor Company Name:

Contractor Company N	ame:	Pike Electric, LLC		
Authorized Signature:	Matt Fishe	M. JA	Date:_	May 27, 2016

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					Unit Price	
Mobilization Rate for	or 3-person cr	ew ¹				\$	124.55
Mileage Rate for 3-	-person crew ¹	(per m	nile)			\$	3.11
¹ For estimation purpo apprentice	oses, a three-pe	rson ci	rew mus	t include a mini	imum - 1 fore	əman,	1 lineman, 1
	ł	lourly	Labor	Rates (\$/Hr)			
		Grou	ndman	Apprentice	Journey Linema	man an	Foreman
S	standard Rate	\$23	.48	\$28.66	\$33.66		\$44.24
C	Overtime Rate \$32		.87	\$40.12	\$47.12		\$61.94
Rate for Energized Work \$23		.48	\$28.66	\$33.0	66	\$44.24	
Overtime Rate for Energized Work		\$32.87		\$40.12	\$47.	12	\$61.94
Please note the loc noted in Appendix	ation that mot A (for calculat	oilizatio ion pui	on begir rposes):	ns and ends fo	or each FMF	PA Me	ember Zone
Zone 1	Zone 2		Zone 3 Zone 4		4	Zone 5	
Leesburg	Leesburg	Moore Haven Moore Ha		ven	Leesburg		
Check here if you decline to bid on Underground Distribution System Work							

FMPA RFP 2016 – 202 Transmission System Pricing

Contractor Company N	ame: Pike Eleçtric, LLC		
Authorized Signature:	Matt Fisher, Region Vice President	Date:	May 27, 2016

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 \$	275.84	
Mileage Rate for	5-person crew² (pe	r mile)	\$	6.90	
² For estimation pur apprentices	ooses, a five-person	crew must include a	minimum - 1 foremar	n, 2 linemen, 2	
	Hou	rly Labor Rates (\$/Hr)		
	Groundman	Apprentice J	ourneyman Linemar	n Foreman	
Standard Rate	\$31.44	\$43.63	\$60.77	\$67.04	
Overtime Rate	\$44.02	\$61.08	\$85.08	\$93.86	
Rate for Energized Work	\$31.44	\$43.63	\$60.77	\$67.04	
Overtime Rate for Energized Work	\$44.02	\$61.08	\$85.08	\$93.86	
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	
Pensacola	Pensacola	Pensacola	Pensacola	Pensacola	
Check here if you decline to bid on Transmission System Work					

FMPA RFP 2016 - 202 **Miscellaneous Equipment and Charges - Pricing**

Contractor Company N

Contractor Company N	ame: Pike Electric, LLC		
Authorized Signature:	MAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	Date:	May 27, 2016

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	\$ 29.63		
Hourly Rate for Crew Truck	\$ 15.72		
Hourly Rate for Underground Truck	\$ 19.94		
Hourly Rate for Wire Puller	\$ 9.00		
Hourly Rate for Wire Trailer	\$ 9.00		
Hourly Rate for Pole Trailer	\$ 9.00		
Hourly Rate for Bucket Truck - 46 thru 65 feet Boom/Bucket	\$ 29.51		

(Continued) Miscellaneous Charges			
Description	Unit Price		
Hourly Rate for Bucket Truck - 100 foot Boom/Bucket	\$ 101.38		
Hourly Rate for Bucket Truck – 140 foot Boom/Bucket	\$ 117.89		
Hourly Rate for Trencher	\$ 18.20		
Hourly Rate for Backhoe	\$ 19.20		
Per Diem Rate per person	\$ 85.00		
Per Diem "Premium" rate per person for specific FMPA Member locations (Please specify zones or member locations in the section below.)	\$ 85.00		
Charge if work is cancelled prior to mobilization	\$		
Charge if work is cancelled after mobilization	\$return mileage		
Mark-Up for Materials	% 10%		

Additional Information, Notes or Clarifications on pricing provided:

-

(

Hanne

Contractor Company N	lame:	Pike Electric, LLC		
Authorized Signature:	Matt Fish	Ht. H.	Date:	May 27, 2016

Exclusions Please note any specific type of work or projects that your firm is unable or unwilling to perform under this RFP: N/A

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 the RFP



1	Request for Proposal
2	Bid Forms
3	Qualifications
4	Type of Services Provided
5	Experience/Similar Services

AVERY' READY INDEX'

(upo

(

10





FLORIDA MUNICIPAL POWER AGENCY

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 No. 2016-202

April 2016

REQUEST FOR PROPOSALS

(This is not an order)

RFP FMPA 2016-202

E Florida Municipal Power Agency T TO: 8553 Commodity Circle

Date Issued: April 26, 2016

U Orlando, Florida 32819

R Attn: Sharon Smeenk

Ν

R

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 <u>bidinfo@fmpa.com</u>, or via Internet download at <u>www.fmpa.com</u>.

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.

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;
- 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 Smeenk (407) 355 - 5796
By Mail or Courier:	Ms. Sharon Smeenk 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:

- 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 am 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 nonprescription 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.

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.

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.

APPENDIX A LOCATION OF FMPA MEMBERS & ZONES



ł



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?

NO 🗵 YES

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 🗵

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

Pike Electric, LLC **Firm**

MAMI Ind

Authorized Signature

Region Vice President

May 27, 2016

Date

Officer Title

Matt Fisher
Printed or Typed Name

EXCEPTIONS & CLARIFICATIONS
FMPA RFP 2016-202

xWe DO NOT tak	e exception to any items included in the RFP.	
We TAKE excep	tion as follows:	
Company Name:		
	Pike Electric, LLC	
By:	AL	
(Authorized F	Person's Signature)	
	Matt Fisher, Region Vice President	
(Print or type	name and title of signer)	
Company Address:	P. O. Box 868, 100 Pike Way, Mount Airy, NC 27030	
Telephone Number	226 790 2171	
	336-789-2171	
Toll Free Number:	800-424-PIKE	
Fax Number:	336-719-4582	
Date:	May 27, 2016	

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 Pike Electric, LLC 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.

Signature

Matt Fisher, Region Vice President Name of Proposer May 27, 2016 Date

BF-3.

FMPA RFP 2016 – 202 Overhead Distribution System Pricing

Contractor Company N	ame:	Pike Electric, LLC			
Authorized Signature:	Matt Fisher,	Region Vice President	Date:_	May 27, 2016	

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						
	Desci	ription			Unit	Price
Mobilization Rate	for 3-person crev	v ¹ , including bu	cket truck	\$	\$ 196.	70
Mileage Rate for 3	3-person crew ¹ , ir	cluding bucket	truck (per mil	e) §	\$ 4.	92
¹ For estimation pul Lineman, 1 Appren	rposes, a 3-person lice.	crew must inclu	de a minimum:	1 Foreman	, 1 Journe	eyman
	Ho	ourly Labor Ra	tes (\$/Hr)			
		Groundman	Apprentice	Journeyman Lineman Foremar		
	Standard Rate	\$25.09	\$39.18	\$57	\$57.60 \$66.79	
	Overtime Rate \$35.13 \$54.85 \$80.64 \$9		\$93.50			
Rate for	for Energized Work \$25.09 \$39.18 \$57.60 \$		\$66.79			
Overtime Rate for	Energized Work	jized Work \$35.13 \$54.85 \$80.64 \$93.50				\$93.50
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	Zo	one 4	Zo	one 5
Orlando	Orlando	Wauchula Wauchula O		Or	lando	
Check here if you decline to bid on Overhead Distribution System Work						

FMPA RFP 2016 – 202 Underground Distribution System Pricing

 Contractor Company Name:
 Pike Electric, LLC

 Authorized Signature:
 Matt Fisher, Region Vice President
 Date:
 May 27, 2016

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				Unit Price			
Mobilization Rate f	or 3-person cr	ew ¹				\$	124.55
Mileage Rate for 3-	-person crew ¹	(per m	ile)			\$	3.11
¹ For estimation purpl apprentice	oses, a three-pe	erson c	rew mus	t include a min	imum - 1 fore	eman,	1 lineman, 1
	ł	lourly	Labor	Rates (\$/Hr)			
		Grou	ndman	Apprentice	Journey Linema	man an	Foreman
S	standard Rate	\$23.48 \$28.66 \$33.6		e \$23.48		66	\$44.24
c	Overtime Rate	\$32.87 \$40.12		\$40.12	\$47.12		\$61.94
Rate for En	ergized Work	\$23	\$23.48 \$28.66		\$33.	66	\$44.24
Overtime Rate	for Energized Work	\$32.87 \$40.12 \$47.12		12	\$61.94		
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		2	Zone 3	Zone	4	Zone 5
Leesburg	Leesburg		Moore	Haven	Moore Ha	ven	Leesburg
Check here if you decline to bid on Underground Distribution System Work							

FMPA RFP 2016 – 202 Transmission System Pricing

Contractor Company N	ame: Pike Eleçtric, LLC		
Authorized Signature:	Matt Fisher, Region Vice President	Date:	May 27, 2016

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	\$ 275.84
Mileage Rate for \$	5-person crew² (pe	r mile)		\$ 6.90
² For estimation pur apprentices	poses, a five-person	crew must include a	minimum - 1 forem	an, 2 linemen, 2
	Hou	rly Labor Rates (\$/Hr)	
	Groundman	Apprentice J	ourneyman Linema	an Foreman
Standard Rate	\$31.44	\$43.63	\$60.77	\$67.04
Overtime Rate	\$44.02	\$61.08	\$85.08	\$93.86
Rate for Energized Work	\$31.44	\$43.63	\$60.77	\$67.04
Overtime Rate for Energized Work	Overtime Rate for \$44.02 \$61.08 \$85.08 \$93.86		\$93.86	
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
Pensacola	Pensacola	Pensacola	Pensacola	Pensacola
Check here if	you decline to bid	on Transmission S	System Work	

FMPA RFP 2016 - 202 **Miscellaneous Equipment and Charges - Pricing**

Contractor Company

Contractor Company N	ame: Pike Electric, LLC		
Authorized Signature:	MAAAAA Matt Fisher, Region Vice President	Date:_	May 27, 2016

PRICING:

l

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	\$ 29.63
Hourly Rate for Crew Truck	\$ 15.72
Hourly Rate for Underground Truck	\$ 19.94
Hourly Rate for Wire Puller	\$ 9.00
Hourly Rate for Wire Trailer	\$ 9.00
Hourly Rate for Pole Trailer	\$ 9.00
Hourly Rate for Bucket Truck - 46 thru 65 feet Boom/Bucket	\$ 29.51

Miscellaneous Charges (Continued)	
Description	Unit Price
Hourly Rate for Bucket Truck - 100 foot Boom/Bucket	\$ 101.38
Hourly Rate for Bucket Truck – 140 foot Boom/Bucket	\$ 117.89
Hourly Rate for Trencher	\$ 18.20
Hourly Rate for Backhoe	\$ 19.20
Per Diem Rate per person	\$ 85.00
Per Diem "Premium" rate per person for specific FMPA Member locations (Please specify zones or member locations in the section below.)	\$ 85.00
Charge if work is cancelled prior to mobilization	\$ _
Charge if work is cancelled after mobilization	\$return mileage
Mark-Up for Materials	% 10%

Additional Information, Notes or Clarifications on pricing provided:

(

(

Name of

Contractor Company N	lame: Pike Electric, LLC		
Authorized Signature:	Matt Fisher, Region Vice President	Date:	May 27, 2016

Exclusions
Please note any specific type of work or projects that your firm is unable or unwilling to perform under this RFP:
N/A
π

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:_____





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

Florida Municipal Power Agency Electric Utility Transmission and Distribution System Construction and Maintenance Services RFP FMPA 2016-202

Qualifications

Description of Resources

Pike Electric currently employs over 700 resources in the state of Florida, including crews at Orlando, Gainesville, Progress Energy, Florida Power & Light, and multiple cooperatives. We have sufficient staff in place, both managerial and field staff to support this contract. The existing Pike staff oversees day to day operations of utilities, cooperatives, and municipalities in Florida as well as Pike offices and a Pike fleet facility.

Overview of Employee Training Programs

Pike is Committed to Safety

Out in the field, we ensure that our employees have the tools and training they need to stay safe. We reinforce our safety procedures every day; from pre-job briefings to onsite audits. We offer a 4-year Department of Labor certified lineman training course that is available online. Additional training includes 10 and 20 hour courses for safety, Decision Driving, Cover-up, climbing training and Personal Protective Equipment (PPE).

Pike's Stay Safe program encompasses Five Alive rules, processes for training, corrective action, rewards and recognition, and monitoring and reporting communication and awareness policies which are detailed in a comprehensive safety manual. We also implement rigorous programs designed to identify, correct and discuss safety situations.

Pike has formed a strong, strategic affiliation with OSHA's Transmission and Distribution Partnership. We participate in campaigns sponsored by OSHA and the American Society of Safety Engineers (ASSE) to promote safety. Pike doesn't just say we're committed to a safety culture. We believe in it, instill it, and live by it.

General Description of How Cost Estimates Will Be Developed for Projects

Cost estimates will be provided on a lump-sum or time and equipment basis. Estimates will be inclusive of labor, equipment, tools, per diem, overheads, and profit. Subcontractors (ex. Traffic control), special equipment rentals, etc. are traditionally billed at cost plus 10%.

General Description of How Projects Will Be Staffed, Managed, and Completed, Including Project Management and Invoicing Practices

Pike will provide a management staff with a high level of commitment to the success of the construction programs that will routinely go above and beyond to maintain a safe, productive, and highly motivated workforce. A single point of contact will be designated between Pike and the utility, to serve as the principal contract agent for Pike. This single point of contact shall be responsible for performing contract administration duties, billing, planning, executing, monitoring, controlling, closing, and all future updates.

Pike staffing estimations for overhead and underground line work are based on work studies and future projections. Staffing levels will be determined on an individual project basis. The crews dispatched to serve customers will be led by qualified Foreman, and will be overseen by a General Foreman or Area Supervisor.

The projects will be managed according to generally accepted project management principles, including those recognized by the Project Management Institute. The Pike billing department is capable of billing weekly, monthly, and at targeted milestones, each one determined by the needs of the customer, Pike, and the project scope.

Identification of Any Services That May Be Provided By a Subcontractor

It is not necessary, but possible, that Pike will decide to employ a subcontractor for MOT (traffic control).



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

List of Five References

- Wayne Zimmerman 1.
 - 1.1. Orlando Utilities Commission
 - 1.1.1. Manager DCM
 - 1.1.1.1. 407-423-9100
 - 1.1.1.1.1. wzimmerman@ouc.com
 - 1.1.1.1.1.1. Ongoing Master Service Agreement for Distribution Construction and Maintenance Services
- Pam Dalziel 2.
 - 2.1. Gainesville Regional Utilities
 - 2.1.1. Energy Service Supervisor
 - 2.1.1.1. 352-393-1572
 - 2.1.1.1.1. dalzielp1@gru.com
 - - 2.1.1.1.1.1. Ongoing Master Service Agreement for Distribution and Fiber Construction and Maintenance Services
- Florida Power & Light Company 3.
 - 3.1. Rob Adams
 - 3.1.1. General Manager Power Delivery Workload Planning and Strategy
 - 3.1.1.1. 305-626-7555
 - 3.1.1.1.1. radams@fpl.com
 - 3.1.1.1.1.1. Ongoing Master Service Agreement for Overhead and Underground Distribution Construction and Maintenance

Gregory Starks 4.

- 4.1. Georgia Transmission Company
 - 4.1.1. Project Manager
 - 4.1.1.1. 770-270-7627
 - 4.1.1.1.1. gregory.starks@gatrans.com
 - 4.1.1.1.1.1. Ongoing Master Service Agreement for Transmission Construction and Maintenance Services
- 5. Duke Energy
 - 5.1. Emily Henson
 - 5.1.1. Lighting Business Manager
 - 5.1.1.1. 980-373-4533

5.1.1.1.1. ehenson@duke.com

5.1,1.1.1.1. Ongoing Master Service Agreement for Overhead and Underground Distribution Construction Services, Lighting, and Maintenance

EMR Safety Rating

2013: .66 2014: .63

2015: .61



Overview of Pike Electric, LLC

100 Pike Way B Mount Airy, NC 27030 B 336-789-2171



Pike Electric, LLC, is the wholly-owned non-union construction subsidiary of Pike Electric Corporation. Pike Electric provides labor for transmission and distribution construction, including substations, and has regional operations centers in Charlotte NC, Raleigh NC, Monroe GA, Fort Myers FL, and Austin TX. Pike Electric is a licensed electrical contractor and is able to perform construction in 34 states, based on licensing and/or compliance to state regulation.

The majority of distribution and transmission construction work is performed under Master Services Agreements, under which work is usually executed under an hourly or unit priced basis. Substation construction and maintenance is often performed under a fixed-price agreement.

Pike Electric has over 70 years of experience in building, operating, and maintaining electric utility power systems. Approximately 87% of Pike Electric's construction customers are served under MSAs, many of which are from long-standing relationships that have lasted for over 25 years.

Pike Safety Program

Pike's approach to safety is centered on the goal of zero injuries and each employee returning home safely at the end of each day. Our vision is *"To be the energy solutions provider of choice by our customers, the employer of choice by our employees and recognized as a leader of health and safety excellence"*. Supporting our goal and vision are our **Guiding Principles for Safety** which state:

- Safety is our most important value.
- Working safely is a condition of employment.
- Management leads the way by providing a safe work environment, creating a safety culture of zero tolerance, and fostering continuous safety improvement.
- Each employee is responsible for their own safety, the safety of other employees, and the safety of the public.
- Any employee that observes an unsafe act or condition is responsible to take the necessary action to stop the act and/or eliminate the condition.
- All employees will receive the training necessary to safely perform their work.
- New ideas for safety improvement are encouraged and welcomed.
- Customer requirements and feedback will be incorporated in the safety plans for working on their property

Our Chairman and CEO says, "We cannot out produce safety." and "Safety is your first and only job each day." Pike's safety management system is our **Stay Safe Program** which was created to make our safety program simple, yet effective.



The key components of the Stay Safe Program, which are aimed at ensuring a safe work place, are as follows:

Crew Audit and Training Process

Pike is setting the standard with our Crew Audit and Training Process. This proactive behavior-based program gives assessors (employees in company leadership positions) an electronic form they complete in the field. As audits are completed the information flows directly into a centralized database. In addition, the form requires any unsafe act observed during an audit to be addressed immediately. The Crew Audit and Training Process is not designed to be punitive but rather to identify areas of concern

and provide immediate retraining. Training materials used in the program teach employees how and why to work safe with the goal of eliminating unsafe behaviors before they lead to injuries. Consistent with the Stay Safe Program, any violation of an Alive with Five rule or repeated and/or intentional unsafe act observed during an audit will result in corrective action. Supervision has the ability to view any single audit based on search criteria they have entered. A number of reports exist that give safe and unsafe percentages, key areas of concern and trends by region, behavior, customer, supervisor, assessor, foreman and type of work. Results from the audits are also used to identify trends and common unsafe behaviors so mitigation strategies can be put in place before an injury occurs. The Crew Safety Audit process helps make the Pike safety program more proactive. To help ensure a sufficient number of audits are being performed, crews are being audited regularly by various levels of management. As a result, unsafe acts and trends are identified before they lead to injuries, and training is conducted based on findings from these audits.

Work Methods Manual including our Alive with Five rules

The latest edition of the **Pike Electric Safety and Work Methods Manual** was written and redesigned to be user-friendly for our construction employees. The manual contains a very detailed Table of Contents, which enable our employees to quickly find information related to their specific work task. It uses color pictures, text boxes and formatting to call out Cautions and other important safety information.



During the development of this manual, Five Safety Rules were identified that, if followed, will ensure our employees will not experience an electrical contact or flash. These rules, known as our **Alive with Five**, are as follows:



Because we consider these rules so important we have implemented very tough corrective action when these rules are not followed. The first offense of any of these rules will result in one week off without pay. The second offense within any rolling 12 month period will result in immediate termination. Any foreman or employee in charge not correcting any employee observed violating any of these rules will be subject to disciplinary action by the Pike Safety Review Board.

Communication

Pike Electric has a variety of media used to communicate safety information including our internal safety website, daily safety briefs sent each morning to various levels of management, weekly departmental notes that include a safety report, **Stay Safe** alerts and monthly safety meetings.

Other safety tools in the **Stay Safe Program** are a Hazard Recognition video that was created to train our employees on identifying and mitigating hazards, a set of Skills Assessment forms for over 20 positions which help ensure candidates for field positions are qualified to perform the work for which they are applying and that they are hired into the correct classification, a Pandemic Plan, and Live Line Demonstrations.

Pike Electric's **Stay Safe Program** is effectively improving our safety performance. We are constantly developing and implementing new initiatives for continued improvement toward achieving our goal of zero accidents.

Distribution Line Construction and Maintenance

For over 70 years distribution construction has been a core business for Pike Electric. Today we have over 4,000 employees dedicated to the well being of our customers' power delivery systems. These experienced and skilled employees know what it takes to construct and maintain virtually any distribution line configuration.

Experience

Pike Electric has built and maintained hundreds of thousands of miles of underground and overhead distribution lines, for all distribution class voltages. We have an excellent track record for efficiency, safety, and meeting each client's schedule goals and system needs. We offer distinct construction services or complete turn-key services through the Pike companies; having the broad skills needed to provide energy solutions to our distribution clients. We specialize in making modifications to existing distribution facilities, while maintaining continuous electric service to our clients' customers.

Services

- Overhead construction and maintenance
- Underground construction and maintenance
- Joint trench/multiple utility installations
- Transformer installation for industrial, commercial, and residential customers
- Underground cable replacement and rejuvenation
- Line upgrades, reconductoring, and other modifications
- Concrete encased duct and manhole distribution systems
- Project and construction management
- Relocations associated with roadway improvements
- Make-ready work for communication infrastructure
- Lighting installation and maintenance
- Directional boring
- Emergency storm restoration







Transmission Line Construction and Maintenance

At Pike Electric, we have the tools, talent, and technical expertise to construct and maintain a variety of transmission configurations. We have built and maintained thousands of miles of transmission line, structures, and foundations efficiently and safely while maintaining our focus on each client's goals and system needs.

Our transmission projects span virtually every size, locale, and topography. Across the nation, we have helped clients meet their electrical system requirements. We pride ourselves in our unique ability to perform bare-hand live line maintenance work, reducing our client's need for system interruptions.



Experience

Under Pike Electric's transmission line regional leaders, a highly skilled workforce of over 400 professionals work on projects locally and across the nation. Our clients range from investor-owned utilities to transmission grid connections for renewable energy projects and anywhere in between.

Our transmission construction expertise is matched by a dedication to safe, economical, reliable, and environmentally acceptable power delivery solutions.

Services

- Line construction
- Line maintenance, rebuilds, upgrade, relocation, and inspections
- Live line maintenance
- Grounding resistivity testing
- Counterpoise installation
- System reliability improvements
- Fiber optic services
- Emergency service restoration
- Rigging and heavy hauling
- Startup testing
- Project and construction management
- Bare-hand live line maintenance work





4

Substation Construction and Maintenance

Pike Electric is experienced in all aspects of substation construction and maintenance. We have the necessary expertise to assemble, install, and maintain all substation equipment, including power transformers, circuit breakers, protective relay systems, capacitors, and load tap changers.

Experience

Pike Electric can upgrade and retrofit existing facilities, as well as install state-of-the-art new facilities. Our teams recently completed several substations in the southwest, which were key components to merchant wind farm projects. We have the capacity and skill to commission our Clients' new substations. Our extensive capabilities for extending the life of electrical apparatus include power transformers, breakers, and capacitors. Together with Pike Energy Solutions, we can conduct protective device coordination studies to help you review electrical systems and ensure that sophisticated and costly electrical equipment is protected. We also provide a range of maintenance and installation services for switchgear applications in industrial and commercial facilities.

Services

- Substation construction up to 500kV
- Substation construction with lattice, tubular, and l-beam steel
- Substation rebuilds and upgrades
- Heavy hauling and rigging of components and equipment Transformer retrofit and retrofill services
- Grounding resistivity testing
- Emergency service restoration
- Substation testing and commissioning services
- Battery bank installation, testing, and maintenance
- Concrete foundation installation
- Drill pier foundations
- Control table installation and terminations
- Control panel installation and wiring
- Building control panels
- Substation maintenance services
- Programmable logic controller installation
- Substation maintenance services
- Apparatus installation, maintenance, and testing
- Switchgear maintenance, replacement, and testing
- Material and equipment procurement
- Project and construction management







5

Substation Equipment Testing & Maintenance

The Pike companies provide integrated engineering, construction, and testing services for voltages up to 500kV. In-house crews provide the testing services, whenever possible. Contract crews, with Pike supervision, have also performed portions of this testing.

Experience

Our field engineers and technicians have countless hours of experience testing substation equipment. We provide these services throughout the Southeast, as well as on EPC projects nationwide. Our wealth of experience encompasses everything from vintage oil-filled equipment to the latest microprocessorbased relays. Our utility background and experience working in brownfield substations allow us to help our clients seamlessly integrate newer technology into older stations.

Services

- Power Transformers
 - Assembly/Oil Fill/Process
 - Turns Ratio Testing (TTR)
 - Dissolved Gas Analysis (DGA)
 - Sweep Frequency Response (SFRA)
 - Power Factor (Doble) Testing
 - LTC Maintenance
- Power Circuit Breakers
 - Timing/Travel tests
 - Power Factor (Doble) Testing
 - Gas Leak Detection/Gas Processing
 - Contact Resistance Testing
 - Interrupter/Mechanism Maintenance
- Protective Relays
 - Relay Setting Application
 - Automated Testing
 - Current Transformer Testing
 - Functional Scheme Testing/Commissioning
 - Event Analysis and Troubleshooting
- Miscellaneous
 - Insulation Testing
 - Battery Testing
 - Ground Grid Testing
 - Factory Acceptance Testing







Emergency Response/Storm Restoration

Emergency response and storm restoration is a specialty of the Pike companies. Snow and ice storms, hurricanes, tornadoes - no matter what the natural calamity, our crews get the power back on quickly and safely.

We are one of the most advanced and qualified providers of emergency response services to electric utilities, cooperatives, and municipalities in the nation. Regardless of the type of disaster, our qualified personnel stand ready to be deployed within a few hours notice. It is part of our culture to enable our emergency support personnel and equipment to rapidly respond to emergency requests.

Although each season brings its own unique emergency challenges, we honor our 70 year reputation by offering our clients safe and timely emergency power delivery system restoration services.

Since 1945, the Pike companies have performed more storm work over a wider area than anyone else in the business.







We have restored power in some of the biggest outages since the country was electrified, including that which followed "Superstorm" Sandy and hurricanes Charlie, Francis, Ivan, Jeanne, Wilma, Katrina, and Rita, along with other equally devastating ice storms.

Our linemen are there to do the hardest and roughest work. And they don't want to leave until it's completed. That's our goal – to return power as fast, and as safely, as possible.

Fleet Services & Equipment

As of June 30, 2012, Pike's customized and extensive fleet consisted of over 5,700 pieces of motorized equipment with an average age of approximately seven years as compared to their range of useful lives from three to 18 years. We own the majority of our fleet and, as a result, believe we have an advantage relative to our competitors in our ability to mobilize, outfit and manage the equipment necessary to perform our construction work.

Our equipment includes standardized trucks and trailers, support vehicles and specialty construction equipment, such as backhoes, excavators, generators, boring machines, cranes, wire pullers and tensioners. The standardization of our trucks and trailers allows us to minimize training, maintenance and parts costs. We service the majority of our fleet and are a final-stage manufacturer for several configurations of our specialty vehicles. We can build components on-site, which reduces reliance on equipment suppliers.





Pike's maintenance team has the capability to operate 24 hours a day, both at maintenance centers and in the field, and provides high-quality custom repair work and expedient service in maintaining a fleet poised for mobilization. We believe this gives us a competitive advantage, with stronger local presence, lower fuel costs and more efficient equipment maintenance.

8



EXPERIENCE - Representative Project Profiles

Name:	Duke Energy Master Service Agreement for Distribution and Transmission Lines Construction and Maintenance		
Client:	Duke Energy	Duke	
Location:	Duke Service Area - North Carolina, South Carolina, Indiana, Kentucky, Florida, & Ohio	Energy	
Start Date:	1945		
End Date:	On-going		

Project Description Pike Electric has a Master Service Agreement (MSA) with Duke Energy. Under this Master Agreement we perform new construction and rehabilitation of both overhead and underground distribution lines, as well as, transmission and substation new construction and rehabilitation. The majority of the work performed under this MSA is for distribution.

Duke Energy has a land management group which secures right-of-way in which their lines are constructed. This group utilizes MSA's with contractors specialized in right-of-way clearing for the actual clearing of the vegetation. Pike Electric's supervision is responsible for ensuring all right-of-way has been cleared prior to our crews beginning a specific project. As with right-of-way clearing, Duke Energy also handles the pegging of structure positions. However, Pike Electric is responsible for structures being installed in the proper location whether pegging provided by the customer is correct or not. Therefore, it is our practice to verify the accuracy of structure pegs. Our crews work with Duke Energy and their surveying subcontractor to ensure all surveying is performed accurately.

Work under this MSA provides a gamut of challenges which must be closely monitored and managed to ensure the customer is given a top quality product. The service territory of Duke Energy spans 6 states within the continental United States. Within that area, Pike Electric employs over 900 line employees of which over 500 are linemen. By being spread across such a broad geographic area, our supervisory personnel are constantly working to ensure that this group of workers stay on task, have the material required to complete their projects, are building a product that meets the customer specification, and are always working safely.



In conjunction to working in multiple site locations, our crews working for Duke Energy are also faced with extreme variances in terrain. Crews working in the piedmont region of the Carolinas work within slightly rolling terrain with moderate soil conditions, whereas, crews working for them in the western North Carolina are located in very mountainous terrain that is steep and rocky. Duke Energy's territory in the states of Indiana and Ohio intermix large metropolitan areas with rural flat farm lands. By working in such a broad spectrum of terrain and soil conditions we have been able to expound upon various techniques of performing the work that are unique to each location. Through trial and error, we have been able to determine issues such as the use of raw labor versus mechanized means to complete a task.

Pike Electric's relationship with Duke Energy stems back to the establishment of our company in 1945. Up until July 1, 2007 our work with Duke Energy was contained to the two states of North Carolina and South Carolina. In 2006 Duke Energy merged with a utility located in the states of Indiana, Kentucky, and Ohio. By 2007 Duke took their contractor philosophy utilized in the Carolinas and adopted this way

of thinking in Indiana, Kentucky, and Ohio. As a result of this philosophy change, additional contractor personnel were brought onto their system. On July 1, 2007 Duke Energy brought three Pike Electric crews onto their system in Ohio to perform overhead distribution work for them on a trial basis. At that time Pike did not have a power line construction operation taking place in this area. We brought together a team of experienced supervision and crew leaders to ensure the work was performed at the standards Duke was accustom to from Pike Electric. Equipment was mobilized from North Carolina and proper fleet support for this equipment was established in the area. Since these crews were working away from their home locations, proper lodging facilities were obtained. Since July 1, 2007, we have grown our presence on Duke Energy's system in Indiana, Kentucky, and Ohio to 33 line crews and over 100 men with equipment due to the quality product our crews turn out and safe practices they utilize. As occurs anytime a work operation is established in a new area, several challenges presented themselves which we had to overcome. The first challenge experienced was find the qualified labor and supervision to ensure Pike maintained our high reputation with a long standing customer. This was achieved by utilizing existing employees who were eager to accept the challenge of a new location and a new customer.

The next challenge we faced was fully grasping the customer requirements that were specific to the states of Indiana, Kentucky, and Ohio. While we had worked for Duke in the Carolinas since 1945, many of the specifications previously adopted by the utility they merged with in Indiana, Kentucky, and Ohio remained in a place after the merger and were different from those used by Duke in the Carolinas. By bringing seasoned line personnel and supervision into this area, they were able to quickly adapt to the variances in the specifications by spending extra time up front studying the specifications and working with the customer on any uncertainties.



The third main challenge we faced was adapting our work methods learned throughout the various parts of the United States to the terrain and climate differences faced in Indiana, Kentucky, and Ohio. These areas are comprised of metropolitan areas scattered amongst farming communities. The variance between these two types of terrain require our crews to have a breadth of knowledge and ability to perform line work utilizing equipment when feasible and extensive rigging when not. Along with normal challenges of varying terrain are the challenges associated with the very wet and cold winters experienced in this area of the United States. Extensive planning must take place to ensure that all projects are assigned and performed during the idle weather pattern for the Midwestern United States. The customer has seen our ability to meet these challenges and has rewarded our efforts with additional work.



The work for Duke Energy in Indiana, Kentucky, and Ohio consist of voltages from 34.5kV down to 120V. Our crews perform pole change out, reconductoring, tap line extension, service work, smart grid installation, system upgrades, and metering. Pike's crews also install transformer banks, sectionalizers, capacitors, gang operated switches, and reclosers. The majority of the work we perform for Duke Energy is energized. Special care must be taken to keep all customers with power unless an outage is scheduled with them. During cutovers and other planned outages, our supervision works with Duke Energy's customers to ensure any outages they face are of the least impact to them. When working on the right-ofway, our supervision will also work with Duke Energy's customers to ensure they understand why we are in the right-of-way and to make sure they do not have any issues.

Name:	Florida Power and Light Master Service Agreement for Overhead and Underground Distribution Lines Construction and Maintenance		
Client:	Florida Power and Light	////	
Location:	South Florida, USA		
Start Date:	1995		
End Date:	On-going	FPL.	

Project Description: Pike Electric has a Master Service Agreement (MSA) with Florida Power and Light (FPL). Under this Master Agreement we perform new construction and rehabilitation of both overhead and underground distribution lines. The majority of the work performed under this MSA is for overhead distribution.

Work under this MSA provides a gamut of challenges which must be closely monitored and managed to ensure the customer is given a top quality product. Within the service area, Pike Electric employs over 500 line employees of which over 300 are either linemen or crew leaders. FPL's service territory is very diverse and requires trained and experienced supervisory personnel to handle the challenges that arise.

Some of the challenges that arise are: Heavily populated areas with significant traffic issues,



difficult construction due to high electrical load and congested poles, and a limited labor pool of employees experienced in facing these challenges. In addition to these challenges, we must address terrain that includes fine powder sand that makes pole setting difficult and hard coral formations below grade that requires rock digging equipment to excavate.



An example project that portrays the challenges that we face at FPL is the Marlin Stadium Relocation project in Miami, Florida. This project is required to facilitate the construction of a new Baseball Stadium. Heavy construction standards are mandated on this project as part of a concerted effort by FPL to harden and strengthen their electrical system to better face the hurricanes that impact South Florida on an annual basis. As a result, this project includes the installation or replacement of 70 concrete poles. In conjunction with this project we have replaced numerous transformers and banks of transformers.

FPL has a land management group which secures right-of-way in which their lines are constructed. This group utilizes MSA's with contractors specialized in right-of-way clearing for the actual clearing of the vegetation. All required ROW clearing for this project was handled by the FPL land management group. However, Pike Electric's supervision is responsible for ensuring all right-of-way has been cleared prior to our crews beginning a specific project and must work with the land management group to make this happen. On this project, FPL secured a local Surveying firm to survey the line and peg the structure positions. We verified that the structures were being installed in the proper location.

This project has presented Pike with numerous challenges. We are installing the concrete poles in 30 inch diameter holes 11 feet deep. The poles are set in ground that contains Coral Rock. In addition to the Coral Rock, we identified a concrete encased duct bank located below grade in the vicinity of the pole line. For these reasons, we had to either dig with a rock bar by hand or use a hydraulic jackhammer to excavate the hole. We also incorporated a subcontractor to remove the excavated rock from the hole using a Vacuum truck that sucks the excavated rock from the bottom of the hole.

The erection of the concrete poles is performed by a subcontractor with a truck mounted crane. The pole is set by the crane and the dressing of the structure is performed by Pike Line crews with bucket trucks. All work is done in the vicinity of conductor that is energized at 13.2kV. We are required to keep all existing conductor energized during the erection of the new line. The LV networks adjacent to this line are energized and any planned outages must be coordinated with FPL for cutovers. The conductor is sagged according to the guidelines set forth by FPL and the tension is set using a dynamometer.



Name:	AEP Company Master Service Agreement for Distribution and Transmission		
	Construction and Maintenance		
Client:	American Electric Power Company (AEP)	DE AMERICAN®	
Location:	AEP Service Area – Nine States	ELECTRIC	
Start Date:	1965 in Kentucky	BOWFR	
End Date:	On-going		

Project Description Pike Electric has a Master Service Agreement (MSA) with American Electric Power Company (AEP). Under this master agreement we perform new construction and rehabilitation of both overhead and underground distribution lines, as well as, transmission and substation new construction and rehabilitation. The majority of the work performed under this MSA is for distribution.

AEP has a land management group which secures right-of-way in which their lines are constructed. This group utilizes MSA's with contractors specialized in right-of-way clearing for the actual clearing of the

vegetation. Pike Electric's supervision is responsible for ensuring all right-of-way has been cleared prior to our crews beginning a specific project.

As with right-of-way clearing, AEP also handles the pegging of structure positions. However, Pike Electric is responsible for structures being installed in the proper location whether pegging provided by the customer is correct or not. Therefore, it is our practice to verify the accuracy of structure pegs. Our crews work with AEP and their surveying subcontractor to ensure all surveying is performed accurately.



Work under this MSA provides a gamut of challenges which must be closely monitored and managed to ensure the customer is given a top quality product. The service territory of AEP spans 9 states within the continental United States. Within that area, Pike Electric employs over 125 line employees of which over 80 are linemen. By being spread across such a broad geographic area, our supervisory personnel are constantly working to ensure that this group of workers stay on task, have the material required to complete their projects, are building a product that meets the customer specification, and are always working safely.

In conjunction to working in multiple site locations, our crews working for AEP are also faced with extreme variances in terrain. Crews working in eastern Kentucky, northeast Tennessee, southwest Virginia, and West Virginia are located in very mountainous terrain that is steep and rocky. AEP's territory in the states of Arkansas, Indiana, Louisiana, Michigan, Ohio, Oklahoma, and Texas is mostly rural flat farmland with some metropolitan areas intermixed. By working in such a broad spectrum of terrain and soil conditions we have been able to expound upon various techniques of performing the work that are unique to each location. Through trial and error, we have been able to determine issues such as the use of raw labor versus mechanized means to complete a task.



One project in particular that we performed for AEP under our blanket contract took place in the rugged mountains of West Virginia. AEP purchased a local municipality electric system that had been neglected

for years and was in serious need of repairs. Due to the complicated repairs and timeliness to complete them, AEP asked Pike to rebuild this entire town's system.

The existing system was originally built as a 4160V system; however, it was not built to any particular specification. Furthermore, rudimentary repairs were performed over the years whenever required. As such, our crews were faced with a daunting challenge when they were asked to rebuild this system to 34.5kV standards. We also replaced the existing secondary and services feeding businesses and residences so that were up to current codes.

While upgrading the line, they made efforts where possible to bring the line back to the roadway. War, WV is an old coal mining community that is established within the valleys of the Blue Ridge Mountains. The original line was snaked in and out of valleys and along the sides of the mountain ranges. The locations of the line required our crews to use very technical rigging in order to safely float poles to their desired locations. The locations also required many pole and anchor holes to be dug by hand in very hard rock.

While upgrading the framing of their system, we also upgraded their transformers, reclosers, sectionalizers, and capacitors. Most of these pieces of equipment were relocated onto structures close to roadways; however, there were still several pieces of equipment located in areas we could not get our trucks to. In these instances, the equipment was floated on the pole using blocks and winch lines.

The magnitude of the scope of this project caused the timeframe for completion to last for more than a year. In doing so, our crews experienced the full spectrum of weather seasons in West Virginia. During the fall, the weather is typically the most conducive for maximum production. However, the winters are the exact opposite. Winters in West Virginia are filled with extremely cold temperatures and an abundance of snow and ice. This makes for treacherous driving and walking conditions. Even though our employees were exposed to the hazards associated with the hard winters in West Virginia, they were able to work



without any injuries. Once spring begins in West Virginia, you typically experience several months of rainy weather. This is followed by the summer months being very hot and humid. Knowing up front the weather challenges our crews were going to face throughout the year, our supervision preplanned the project so that all inaccessible structures were to be worked during the summer and fall while the structures we worked during the winter and spring were mostly accessible and along the roadways.

Project: Client: Location: Start Date: Completion Date: Elon 100kV Transmission Line Rebuild Duke Energy Carolinas Near Burlington, NC January 2010 May 2011



Project Description: Pike Electric was awarded the complete rebuild of over 21 miles of double circuit 100kV transmission line located in North Carolina between Burlington and Reidsville. Construction was required in three NC counties; Rockingham, Alamance, and Guilford County. Although Pike has engineered, built, and maintained transmission for Duke Energy for many years, the scope of this transmission project is significant and is an excellent example of Duke's continued confidence in Pike.

Pike Scope: Beginning in January 2010, Pike rebuilt 21.6 miles of existing transmission line between Duke Energy's Sadler Tie to Glen Raven Main Substations. This line was totally replaced, requiring the removal of 155 towers and over 21 miles of double circuit 336 ASCR conductor and associated hardware, and insulators.



The design of the new replacement line included the installation of 128-1AWL, 6-BWL, 9-CWL, & 7-FWL series towers and 21.6 miles of double circuit bundled 954 KCM 54/7 ACSR conductor. The new design also required installation of 3/8" EHS Steel OHGW and .669 (48 fiber) OPGW using an anti-rotational device supplied by Pike.

Additional requirements for this project included 200 cubic yards of rock excavation, 15,000 feet of silt fence installation, temporary matting and bridges, access roads and construction entrances, and removal of danger trees. Pike interfaced with adjoining property owners to satisfy their environmental concerns through the use of Duke's Best Management Practices (BMP's).

This multi-year project was performed in two phases. The first phase was from Brandy Tap to Glen Raven Main and was completed in February 2011. The second phase was from Sadler Tie to Brandy Tap, concluding the total project by May 2011. Pike's years of experience in tower building provided Duke with an excellent energy solution for the replacement of this critical line.



Project:	AEP/SWEPCO Arsenal Hill – Waterworks 138kV Line		
Client:	American Electric Power		
Location:	Shreveport, LA		
Contact:	Claude Smith, Project Manager	AMERICAN®	
Phone:	918-599-2074	ELECTRIC	
Type of Project:	138kV Rebuild and Relocation	POWER	
Start Date:	February 2009		
Completion Date:	May 2009		
		and the second statement of the second statement	

Size and Scope of Project: This project was the rebuilding of a 2.7-mile 138kV line spanning from Arsenal Hill Power Plant to Waterworks Substation. This line intersects two other lines; these intersections were also rebuilt with two structures to accommodate both lines. Approximately half of this line runs along urban streets, while the other half is in a rural setting. Distribution under-build (12kV) was also transferred on half of this line as well.

Success of the Project: This project was completed ahead of schedule and on budget.

Type of Contract: The project was awarded based upon a Lump Sum proposal but allowed unit progress billings and various units for "as needed" construction.

Type of Structures involved in this Project: All structures were weathered steel poles. All dead-end structures were self-supporting with anchor bolt foundations. Tangent structures were direct embedded with concrete backfill. Pole top assemblies were delta braced-post insulators. The distribution transferred to the new structures was placed on 10' steel cross arms.

Project Description: Pike performed this project utilizing an eight-man transmission crew and a six-man distribution crew. Equipment utilized on this project are as follows: 3 - 100' bucket trucks, 2 - 55' bucket trucks, 1 - line truck, 1 - dozer, various trailers and pickups. While on the Arsenal Hill Power Plant property, Pike was required to have a full time safety representative on site as well as a full time General Foreman.

Pike subcontracted a drilling company for structure excavation and foundation construction, along with setting the structures with our assistance on the overhead obstructions. In addition, a local traffic control company was recruited for traffic control assistance on several road crossings. There were no special environmental concerns or requirements.

Schedule: The project was to start mid-January 2009 but due to material issues, the start date was pushed to early February. Pike demobilized the first week of May which was ahead of the scheduled mid-May completion date. In order to maintain the schedule, the distribution crews were ahead of the drillers and transmission crew spreading and protecting the conductors for proper clearance, while the drillers and transmission crew followed installing structures and transferring taller conductors. This provided a steady production pace which allowed the project to finish early.
Project:
 Accord Road – North Dudley 115kV Transmission Line

 Client:
 Georgia Transmission Corporation (GTC)

 Location:
 Dublin, GA

 Start Date:
 April 2009

 Completion Date:
 July 2009

Project Description: This project was a unit priced transmission construction contract for Georgia Transmission Corporation to build 6 miles of 115kV transmission line. The project was located partly road-side and partly cross-country construction, located roughly 40-miles NE of Atlanta, GA.





Size and Scope of Project: Six-mile transmission line including 65 structures.

Success of the Project: The project was completed 2-3 weeks ahead of schedule with no incidents. Georgia Power and GTC were very satisfied.

Type of structures involved in this project: 90-140 foot direct buried concrete poles with post insulators.

Project Description: Pike performed this project utilizing an eight-man transmission crew. Equipment utilized on this project are as follows: 2 - 100' bucket trucks, 1 - 100 ton crane, 1 - line truck, 1 - dozer, 1 - Texoma pressure digger, various trailers and pickups.

The new line was built over 3.1 miles of an energized 46kV lines and 3 miles of an energized 7.2kV distribution line. In addition, the 46kV line had to be leaned for the new poles to be set. The project was built in an environmentally sensitive wet area and required the placement of 350 mats for access. The project involved coordination with our GTC inspector, Georgia Power, and environmental representative while keeping the project on schedule and on budget.

Project:Pepperhill – Coosaw Creek 230kV Transmission LineClient:South Carolina Electric and GasLocation:Near Charleston, SCStart Date:March 2009Completion Date:May 2009



Project Description: This project consisted of rebuilding 3.32 miles of the Canadys-Williams 230kV H-Frame line. This project was in a swampy area that required special track equipment, 100' buckets, a Transmission Derrick, and special made track lowboy trailers to haul the vibratory hammer to each structure location.

Pike Scope: Between March 2009 and May 2009, Pike rebuilt the Canadys-Williams 230kV H-Frame line. The existing tangent structures were replaced with double circuit steel poles on vibratory bolted flange caissons. The three pole angles and double dead ends were replaced with two pole single circuit steel on vibratory bolted flange caissons. There were 6 dedicated 115kV structures, two at the Pepperhill Substation and four at the Coosaw Substation. There were a total of thirty-six structures consisting of:

- 4 Single pole vertical double-end angles
- 1 Two pole A4
- 1 Two-pole vertical suspension angle
- 3 Two-pole flat double dead end
- 1 Single pole HLP tangent
- 25 -Double circuit single pole brace post structures.

The conductor for the new Pepperhill-Coosaw Creek 115kV line was Bittern 1272 45/7 ACSR. This conductor was strung from the substation termination structure at the Pepperhill Substation to the termination structure at the Coosaw-Creek Substation. Pike Electric was responsible for making and installing the necessary jumpers and/or drops at both ends of the new line.

Schedule: The project was completed on schedule between March 2009 and May 2009. To maintain our schedule, our management staff worked together to track the progress of the project and address quality and cost control measures.

Project: **161kV Tie Line Project** City of Princeton, KY City of Princeton, KY Location: Larry Hendershott, R.W. Beck Engineering Contact: 269-329-4926 Start Date: November 2008 July 2009 **Completion Date:**

() City of Princeton, Kentucky

Size and Scope of Project: This project consisted of 7.5 miles of 161kV construction involving the installation of self-supporting and anchor bolt foundation steel poles and guyed steel structures. The work included installing, splicing and sagging 636 ACSR and AAC line conductor and OPGW, as well as miscellaneous distribution construction as needed. It included the removal of overhead primary conductors and the installation of overhead conductors and underground primary cable and conduit.

Success of the Project: This project was completed on schedule and on budget.

Type of Contract: This was a unit bid with a fixed scope.

Client:

Phone:

Type of Structures involved in this Project: The work consisted of steel poles which were framed predominantly using horizontal post construction.

Project Description: We constructed this project utilizing an average crew of 6-men using a pickup truck, 100' Bucket truck, 55' Bucket Truck, 6 x 6 Digger Derrick, Pressure Digger, Backhoe, Pole Trailer, wire puller and tensioner. We also used a local crane company to set into place the 8 self-supporting steel poles that were part of the project. In addition, we contracted with a local dozer operator to build access roads and move our trucks during wet periods. This work was performed during an extremely wet period (November 2008 – July 2009) in the Princeton, KY area. In addition to the rain, we also were affected by the worst ice storm in Kentucky history in February 2009.

Projects: Client: Location: Duration:	Dedicated Transmission Maintenance Crews Various Utilities throughout the Southeast Client Service Territories Ongoing	
S	Progress Energy Puke Georgia Transmission	
ALABAMA PO a southern company	GEORGIA A AFF AMERICAN [®] CON U.S.	č.

Pike has a number of dedicated crews positioned throughout the Southeast, performing transmission maintenance work under Master Services Agreements. These dedicated crews have the ability to perform both energized and de-energized transmission line work. Our bare hand live line maintenance ability keeps electricity flowing, resulting in fewer system interruptions for our clients.

Clients for dedicated crews include Progress Energy, Duke Energy, Georgia Transmission Company, Alabama Power Company, Georgia Power Company, American Electric Power, and E.ON U.S. These crews remain on the client's system for extended periods of time, gaining excellent knowledge of their electrical system and their specific needs. Pike is especially proud of these

contracts, as many have resulted from the long-term partnerships we developed with our clients during Pike's early years.

Dedicated crews can also be made available for call out. Crew complements vary and are assembled based on the combination of technicians and equipment that meet our client's maintenance needs. We safely maintain transmission configurations of virtually every size.

Typical activities include the following:

- Line maintenance, rebuilds, and upgrades
- Line Inspection services
- Wood pole replacements
- System reliability improvements
- DOT relocations
- Bare-hand live line maintenance work
- Grounding resistivity testing
- Counterpoise installation
- Fiber optic installations

Our transmission maintenance leaders have experiences that range from traditional utility work to situations which require a unique application of their technical skills. Our leaders provide oversight and direction to diverse groups of electrical and civil craftsmen to meet clients' standards and requirements, while ensuring a sharp focus on quality. Pike realizes that continually meeting those objectives is the path to enduring relationships with our clients.





Project:Distribution Network Rehabilitation and ExtensionClient:Millennium Challenge Account - TanzaniaOwner:TANESCOLocation:Tanzania, AfricaStart Date:September 2010End Date:Scheduled for Completion December 2013



Pike Electric Corporation was awarded a major EPC contract under the Millennium Challenge Compact (MCC) which was signed between the United States of America, State Department and the United Republic of Tanzania, Africa.

This contract was awarded by the Millennium Challenge Account - Tanzania (MCA-Tanzania). Pike Electric Corporation will construct and expand approximately 540 miles of distribution lines in the Tanzania region of Dodoma. The overall project consists of 288 miles of medium voltage distribution line and 250 miles of low voltage. This project is entirely wood pole construction with Pike self-performing all aspects from the engineering and design to material procurement to construction of the facilities.



General (Lot & Region/Area)		# of Work Locations	1	1kV	33	kV	230	/400v
			(km / miles)			(km / miles)		
Lot 2	Dodoma	38	86	53	377	234	403	250

Ambassador Lenhardt, U.S. Ambassador to the United Republic of Tanzania, praised MCA-Tanzania and Pike, noting that the contract was awarded only after a vigorous, full and open international competition. *Of all the formal bidders, Pike Electric scored highest on the Technical Evaluation of the proposal.*



The design portion of the project is in its final stages and most of the materials for the project have been ordered. J. Eric Pike, Chairman and CEO of Pike Electric Corporation said, "Pike Electric is pleased and honored to be a part of the electric infrastructure build out in Tanzania. It is our goal to train and employ Tanzanians in modern construction techniques to provide reliable power throughout this great country."

To that end, Pike has retrofitted an existing building at its headquarters in Dodoma, turning it into a Training Center for the local personnel, who will be important component of the success of this project. This will be the first project of its kind for Pike, in that Pike is training local personnel to be skilled workers on the project to leave behind a trained workforce which will benefit the economics of this region of Africa. Pike was already working collaboratively with another firm on another project in Tanzania. Construction began early in calendar 2011 and will continue for approximately two years.



Other Representative EPC Project Profiles

Project:	TNP One 345kV Substation
Client:	Texas-New Mexico Power ("TNMP")
Location:	Bremond, Texas
Contact:	Anthony Lucero (Tony)
Phone:	505-241-3608
Email:	Anthony.T.Lucero@PNMResources.com
Start Date:	July 2010
Completion Date:	April 2011



Project Description: Texas-New Mexico Power Company ("TNMP") awarded Pike Energy Solutions an EPC turn-key contract to design, engineer, procure, construct, install, and commission a substation facility known as TNP One Station, which is located in Bremond, Texas. The project was necessary to accommodate the termination of two new 345kV transmission lines being built by Oncor. The station is a breaker-and-a-half configuration, which accommodates the termination of two existing 345kV transmission lines, plus three lines interconnecting with Units #1 and #2 of Optim Energy's Twin Oaks generating plant, located adjacent to the substation.

The new construction consisted of:

- Four 345kV, 3000A, 63kAIC Mitsubishi gang operated gas circuit breakers
- Twelve 345kV, 3000A double end-break
 "V" group disconnect switches
- Power line carrier equipment, voltage transformers, and arresters
- Steel structures, bus supports, foundations, and buswork



Pike completed the following activities:

- Engineering design of the expansion of the TNP One station including, but not limited to, site grading, fencing, foundations, ground grid, conduits, control cables, electrical wiring, etc.
- Preparation of all plan and detail drawings and specifications of the design, including as-built documentation for the completed project.
- Inspection of the existing station for compliance with applicable codes and make recommendations for changes, including costs, material lists, scope of work, and schedule for implementation.
- All procurement and construction required for expansion, in accordance with the engineering design, except for TNMP supplied Metatech Fault Recorder and Mitsubishi circuit breakers.
- Delivery and receipt of all equipment, as well as the civil works, erection, installation, assembly, testing, commissioning and field verification of equipment supplied.
- Receipt, installation, testing and commissioning of the 345kV Mitsubishi breakers, including
 procurement and scheduling of Mitsubishi service engineers, as needed for the installation of
 these breakers.
- Project Management
- Construction Management
- Any and all state/county/local permits required for the expansion.
- Any and all environmental permitting/compliance/monitoring required for the expansion.
- Construction Quality Control of all construction material (e.g., compaction, grade, foundations, welding, grounding, etc.) including permanent documentation.

- Testing/Commissioning of individual components as well as the whole of the completed TNP One Station (field verification).
- Connection and integration of the new facilities at TNP One to the existing facilities.
- Termination of field wiring to RTU/HMI discrete inputs and/or outputs or communication ports to other electronic devices in the station for the purpose of monitoring and/or controlling substation equipment.
- Removal of abandoned control cable from previous work in the Control House.
- Removal of abandoned control cable from planned work in the Control House.
- Removal of abandoned relay and control panels (bus differential, DFR, etc.).
- Installation of new fault recorder and connection of new and existing facilities to the fault recorder.
- Procurement and replacement of 3 bus support columns that have rust damage, including inspection of the remaining supports for deterioration.
- Verification of fault rating of existing bus.

Pike completed this multi-million dollar project on-time and within budget and in compliance with all codes and standards applicable to the work.



Project:	Panther Creek Wind Farm Phase I and II	
	(North Substation)	
Client/Owner:	E.ON Climate & Renewables	
Location:	Big Spring, Texas	
Contact:	John Yost	
Phone:	312-245-3039	
Start Date:	February 2008 (Phase I & II), August 2008 (Phase III)	
Completion Date:	July 2008 (Phase I), November 2008 (Phase II), August 2009 (Phase III)	

Project Description: On February 8, 2008, E.ON Climate and Renewables (formerly Airtricity North America) signed a contract with Pike to engineer, procure, and construct E.ON's Panther Creek North interconnect substation for the Panther Creek Wind Farm located approximately 13 miles southeast of Big Spring, Texas. The 345kV substation connected two phases of E.ON's wind farm to the Oncor grid. Phase I consisted of a 345kV breaker with isolation switches, 345:24.5kV, 175MVA step-up transformer, and three 34.5kV collector circuits. Phase II consisted of a 345kV breaker with isolation switches and a 345kV dead-end structure to terminate a 17-mile 345kV transmission line to E.ON's Panther Creek South collection substation. Pike was responsible for all aspects of the civil, structural, and electrical physical design, as well as all relaying, metering, control, and communications between Oncor and E.ON.



Project Scope: Pike was responsible for all aspects of site, physical, and control design, and provided all of the drawings and manuals necessary for the construction, operation, and maintenance of the Panther Creek North substation.

PES design scope included:

- Detailed estimating of entire scope of project: engineering, procurement, and construction
- Environmental Level One Assessments
- Civil Calculations, Analysis, and Design of access roads, substation pad, storage yard, security fencing, conduit, trench, and foundations
- Structural Calculations, Analysis, and Design of structural steel
- Electrical Calculations, Analysis, and Design of the station ground grid
- Control Calculations, Analysis, and Design of relaying, metering, control, SCADA, and communications

Pike Energy Solutions was responsible for all engineering oversight, specification, and procurement of all equipment and materials needed to construct the Panther Creek North substation.

Pike Electric was also responsible for the construction, installation, testing, and commissioning of the Panther Creek substation.

Pike Electric's construction scope included:

- Permitting and Environmental
- Site Preparation included the construction of a 4,000-foot access road, 310 x 270 foot substation pad, 150 x 200 foot storage yard, and security fencing around both yards
- Physical Construction
- Control Construction included all relaying, metering, and station power
- Testing and Commissioning

Finally, Pike Energy Solutions provided overall project management for the Panther Creek North substation, including design, procurement, and construction costs, schedule, and subcontracts.

Project Challenges and Successes: Pike completed the project on time and on budget despite several significant challenges including:

- The project was located in a remote area of West Texas.
- The project was located in an active oil field, which added potential hazards to the construction scope, including hydrogen sulfide gas, buried gas pipelines, as well as surface and underground oil pipelines.
- Weather conditions complicated construction with high winds, blowing dust, wildfires, thunderstorms, and heat.
- The project schedule was compressed due to transmission grid outage constraints and E.ON's energization schedule. Of necessity, many design and construction tasks were completed in parallel, with long-lead materials and equipment ordered ahead of final designs in order to meet schedules.
- The project included several major scope changes initiated by E.ON, the transmission provider, and other parties involved in wind farm project. The major scope changes also included the addition of the second phase to the original scope.
- The project required coordination between two owners (E.ON and Oncor) and their owner's engineers, as well as over a dozen separate engineering consulting firms and construction contractors.



Project:	VC Summer 230kV Nuclear Switchyards & Transmissio	on System
Client:	CBI (previously Shaw Constructors, Inc.)	
Owner:	South Carolina Electric & Gas, a SCANA Company	
Location:	30 Miles NW of Columbia, SC	
Contact:	Andrew R. Vigor	
	Shaw Power Group, Nuclear Division	Shaw
	14368 State Highway 213	
	Jenkinsville, SC 29065	
Phone:	803-932-5430, Cell: 704-506-7598	
Email:	andrew.vigor@shawgrp.com	
Start Date:	September 2009	
Completion Date:	Scheduled for Spring 2015	

Project Description: On September 17, 2009 Pike Electric was awarded the engineering, procurement, and construction (EPC) contract for the new 230kV Transmission Switchyard and Offsite Power System for VC Summer Nuclear Station. The Station is located 30 miles northwest of Columbia in Jenkinsville, SC.

The construction of this switchyard, and the associated electrical work, is in support of the two nuclear power units being added by SCE&G, the principal subsidiary of SCANA Corporation, and the South Carolina Public Service Authority (Santee Cooper), a state-owned electric and water utility in South Carolina. The new units are known as VC Summer 2 and 3.



The station began commercial operation January 1, 1984 and this construction marks the first nuclear plant in the US to add reactors in 20 years. As VC Summer 2 and 3 will be among the first new nuclear units designed and built in this country in decades, Pike is extremely pleased to have been selected to be a part of Shaw's team. This \$38M EPC award is an important one for Pike, as it recognizes our unique full-service technical abilities and fulfills a strategic goal to participate in the opportunities presented by the renewed interest in nuclear power for the US. The engineering for this project began immediately following award from Pike's Charlotte office.

The construction of the Main Switchyard is currently eight-five percent complete, with the steel structures and associated devices (PT's, CT's, 230kV Switches, Coupling Capacitors, Capacitors, Line Traps, etc.) erected, the control house in place, and over three quarters of the six inch aluminum bus installed. All twenty-eight 230kV breakers are set and are in the process of being wired for power and control. Mechanical completion occurred in December 2012, with turnover to the Owner in February 2013. The design of the switchyards at GSU 2 and GSU 3, as well as the associated transmission lines is currently underway.

Project Statistics:

- 22 acres inside the fence
- over 100 tons of steel
- over 5 miles of 6" schedule 80 aluminum bus
- twenty-eight (28) 230kV breakers



Project:	Loblolly-Hammond 230kV Transmission Line	
Client:	Entergy	
Location:	Louisiana	= Entorov
Contact:	Phillip Kuhn, Entergy Services Project Manager	Linergy
Phone:	504-463-7083	01
E-mail:	pkuhn@entergy.com	
Start Date:	August 2010	
Completion Date:	Substantial Completion in December 2011 (~3 m	onths ahead of schedule)

Project Description: In June 2010, Entergy awarded Pike an important EPC contract to engineer and construct a new 230kV transmission line across Louisiana. This line was built between Entergy's Loblolly substation and Hammond substation, which is approximately 23 miles by way of the ROW centerline. The proposed line crosses the boundary/border of two of Entergy's subsidiary territories with a demarcation point at a major highway. The first 7 miles of the line was designed for double circuit with 69kV on one side and 230kV on the other. An Optical Ground Wire (OPGW) was installed along the entire length of the line to provide high speed communications between the two stations.



There are several pipeline, road, overhead electric lines, rail road, and water crossings were needed as part of this project. Entergy was responsible for obtaining the scenic river crossing permit for the



Tickfaw River from the Louisiana Department of Wildlife and Fisheries, as well as the railroad crossing permits. All other permitting was the sole responsibility of Pike.

The conventional topographic and boundary survey was provided by Entergy to Pike as preliminary reference information. A preliminary geotechnical report was also provided by Pike to define the expected soil characteristics of the underlying soils that will be used to support the proposed location for the Points of Intersection (PI) structures to be installed. It was the responsibility of Pike to obtain the final geotechnical data for design and construction of the transmission line.

Vegetation management was an important component of this project. The Tickfaw River crossing permit required Entergy's selected contractor to replant native species of vegetation within 100' of the river bank following construction. This section of the line needed poles tall enough to allow for 40' clearance above ground to provide for adequate clearance for any vegetation that might be planted. Pike was also responsible for planting this vegetation and selected a well-qualified subcontractor to perform all vegetation management activities.

Parts of the line were located in jurisdictional wetlands. Pike developed designs, construction methods, and best management practices that limited environmental impact to these areas.

Project:	Nueces Bay & Barney Davis 138kV Transmission Line Interconnections
Client:	Topaz Power Group, LLC
Location:	Corpus Christi, TX
Contact:	Rufus Kellam, VP Construction Management
Phone:	361-561-2201
Start Date:	
Completion Date:	July 2009

Project Description: The Pike companies provided engineering, procurement, and construction services to build two single circuit parallel 138kV transmission lines, each approximately 800 feet in length from Unit #8 and Unit #9 of the Nueces Bay generation facility to AEP's Gila Substation site. Topaz Power Group, LLC awarded this contract based on Pike's fixed price bid.

The first 200-400 feet was direct buried 1500kcmil from the GSU to the riser structures east of the discharge channel in the bay. The last 400 feet was overhead from the riser structures across the discharge canal to the GIS substation. This line used B477 KCM 26/7 ACSR Hawk conductor with a single mode 96 fiber OPGW static, terminating at the GIS substation structure.

Deliverables included:

- Pike Energy Solutions Engineering design package for 138kV overhead and underground lines including material catalog sheets and Plan & Profile.
- Pike Electric Two (2) 138kV transmission lines installed by 7/01/2009.



Site Prior to Construction



Nueces Bay



Barney Davis

Project:Reactive Compensation – EPC for Panther Creek & Papalote Creek Wind FarmsClient:E.ON Climate & RenewablesLocation:Big Spring, TexasContact:Gilbert SmithPhone:512-680-6158Start Date:November 2009Completion Date:June 2010

Project Description: On October 29, 2009, E.ON Climate and Renewables North America) signed a contract with the Pike companies to engineer, procure, and construct Papalote Creek I and Panther Creek II & III reactive compensation projects, which included adding the reactive compensation components to the existing wind farms.

Scopes of Work:

Panther II (Two 9.5 MVAR reactor banks)

- Project management and engineering: design, procurement, and construction
- (1) 34.5kV, 1200A, VEE, manually operated switch w/ truss
- (1) 34.5kV, 1200A, 40kAIC vacuum circuit breaker w/ (6) BCT's and foundations
- (3) 34.5kV, 22kV MCOV station class surge arresters w/ riser structure/foundation
- 35kV, 1000MCM AL primary cable, cold-shrink terminators, and conduit
- (2) 35kV resistive potential devices for unbalance voltage measurement
- (2) reactor bank foundations
- (1) relay panel w/ (1) SEL 351S and (2) Basler BE1-59NC
- Cable, wire, pipe, conduit, and connectors
- Grounding and grounding platforms

Panther III (Two 5.5 MVAR and two 11.0 MVAR reactor banks)

- Project management and engineering: design, procurement, and construction
- (2) 34.5kV, 1200A, VEE, manually operated switches w/ trusses
- (2) 34.5kV, 1200A, 40kAIC vacuum circuit breaker w/ (6) BCT's and foundations
- (6) 34.5kV, 22kV MCOV station class surge arresters w/ two riser structures/foundations
- 35kV, 1000MCM AL primary cable, cold-shrink terminators, and conduit
- (4) 35kV resistive potential devices for unbalance voltage measurement
- (4) reactor bank foundations
- (2) relay panels w/ (1) SEL 351S and (2) Basler BE1-59NC
- Cable, wire, pipe, conduit, and connectors
- Grounding and grounding platforms

Papalote I (Four 14 MVAR reactors, Six 15 MVAR caps two with Filters, Two 6 MVAR reactors)

- Project management and engineering: design, procurement, and construction
- (2) 34.5kV, 1200A, hook stick switches w/ trusses
- (2) 34.5kV, 1200A, 40kAIC vacuum circuit breaker w/ (6) BCT's and foundations
- (2) 34.5kV elevated pipe buses with supports, insulators, and foundations
- (6) 34.5kV, 22kV MCOV station class surge arresters w/ structures and foundations



- (12) 35kV resistive potential devices for unbalance voltage measurement
- (12) capacitor and reactor bank foundations
- (4) relay panels w/ (1) SEL 351S and (6) Basler BE1-59NC
- (1) power factor controller with 12 stages
- Cable, wire, pipe, conduit, and connectors
- Grounding and grounding platforms





Project: EPC Contract to Rebuild Four (4) 13.8kV High Voltage Power Lines Client: **BAE Systems** Location: **Governmental Facility in Southeastern USA** Joe Robbins, joe.robbins@baesystems.com Contact: Title: Plant Engineering BAE SYSTEMS Phone: 423-578-6494 Start Date: August 2010 **Completion Date:** May 2012

Project Description: Pike Energy Solutions was awarded the contract to rebuild four (4) 13.8kV aerial power lines within a Government Facility in Southeastern USA. Pike's scope is to provide all necessary labor and materials to Engineer, Procure, & Construct (working from initially provided design) these identified lines. Pike's charge is to replace all existing poles, conductors, equipment, and hardware.



During the detailed design phase, several innovative recommendations were made to improve the conceptual designs.

- g. During the detailed design phase of the project, Pike Energy Solutions developed plans to replace the old poles, cross arms, insulators, conductor, switches, and associated hardware, along with other modifications. During construction, in order to accommodate operations at the plant, only one circuit may be de-energized at a time, and the engineering plans accommodated this requirement.
- h. Pike was required to submit engineering drawings for review by BAE at the 30%, 60%, and at final design completion.
- i. Pike is also responsible for conducting site-survey work to produce complete drawings of the Line Profiles.
- j. Pike produced all pole framing and guying detail drawings for each unique type of construction.
- k. Pike also produced site plan drawing per the existing facility's site block drawings.
- I. Pike will also provide all "As-Built" drawings upon completion of the project.

This 18-month project required the following standards to be followed:

- National Electric Safety Code, 2007 Edition, as published by IEEE
- National Electric Code, 2008 Edition, as published by NFPA
- TM 5-811-1, 1995 Edition, a joint Dept. of the Army and Air Force Technical Manual for Electrical Power Supply and Distribution
- AMC-R-385-100, as published by Army Material Command, a safety manual for explosives and volatile chemical plant operations
- REA and RUS Guidelines for exposed overhead power lines for Raptor Protection
- Bulletin 1728F-700, REA Specification for Wood Poles, Stubs and Anchor Logs
- ANSI
- ASTM
- American Wood Preservers Association (AWPA)
- OSHA

During the design activity, Pike also developed a circuit switching plan to allow most of the work to be performed while de-energized.



E-mail:	elliet.maples@shawgrp.com	
	Fulton, AR 71838	
	Р.О. Вох 250	
Address:	John W. Turk Jr. Power Plant, Unit 1	
	870-826-3216 Mobile	
Phone:	870-896-8542 Office	
Contact:	Elliet Maples, Subcontracts Manager	Meuc
Asset Owner(s):	AEP / SWEPCO	Chause
Location:	Fulton, AR	
Client:	Shaw Power Group	
Project:	34.5kV Distribution System for J. W. Turk Plant	

Project Description: The Pike companies are providing Engineering, Procurement, and Construction services to Shaw Constructors for the 34.5kV distribution systems at the J W Turk Power Plant, a coal-fired power plant owned by AEP/SWEPCO, which is under construction in Fulton, AR. The distribution system that is being designed and installed by Pike is being done in two phases.



A unit of American Electric Power

Phase "A" encompassed the overall design and construction of the main power loop around the plant for plant power and was completed in April 2009. This loop system includes 1.7 miles of overhead 34.5 kV distribution line facilities.

Phase "B" encompasses the Water Intake Tap and was designed and constructed in 2010. This power line extension off the main loop includes approximately 4.7 miles of overhead 34.5kV electric distribution line. All as-built drawings were completed and returned to Owner by July 2012.

Pike's Scope of Work:

- Detailed engineering services for designing the 34.5kV distribution lines
- Detailed engineering studies including:
 - Load flow, voltage drop, short circuit, fault currents, relay calculations and motor start.
 - o Lightning and system protection.
 - o Arc flash hazard analysis.
- Preparation and submittal of detailed construction drawings
- Preparation and submittal of protective device coordination schemes and drawings
- Facility construction including coordination with Shaw Constructors for all onsite construction work
- Coordination with SWEPCO for all temporary power needs and services
- Coordination with all local utilities for conflicts with the existing facilities and with the new distribution line construction
- Specification of all electric distribution construction standards and materials
- Procurement of materials and equipment to build the line
- Provision of labor to implement the design
- Pike Electric distribution construction crews and labor for construction of the engineering design
- Construction Management and Project Management during the overall project execution.

