Gulf Power

Statement of Work
Distribution Storm and Emergency Restoration
Exhibit A1

Revised: July 15, 2019

NOTE:
Purchaser means the entity named and designated as the Purchaser on the Purchase Document, and includes its successors and assigns. Purchaser Entities means Purchaser, NextEra Energy Inc., Inc. and its Affiliates, successors, assigns, members, shareholders, officers, directors and agents.

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DEFINED TERMS

Capitalized terms used herein are defined in either this Exhibit A1 or in Section 1.0 of the GULF General Conditions for Contract Work.

BACKGROUND (Purpose)

Gulf Power (GULF) is seeking the services of electrical contractors dedicated and capable of providing high quality work ethics while providing Trouble/Storm Line Restoration Work performed for GULF 's Distribution Business Unit by Suppliers of restoring Overhead, Underground and Street Light service to our customers following an event.

THE WORK (Scope)

The nature of restoration events in Florida requires a diverse and flexible workforce. GULF will make every attempt to give Contractors the workforce make-up and equipment requirements prior to traveling to GULF 's service territory. Contractors must provide crews that are fully capable of performing overhead line work and/or underground line work and/or streetlight work unless requested specifically by GULF to do other work. All of Contractor's crews must be capable of performing accessible and inaccessible work from equipment and or from the pole. If Contractor has crews not capable of performing energized primary work or inaccessible work, they must make GULF aware of this before mobilizing crews to GULF 's service territory so GULF can make a determination if these types of crews will be required. Grid restoration needs may change from feeders to secondary restoration during a restoration event and crew size needs may also change from typical 4-5 man crews to 3-2 man crews along with supporting vehicles and equipment. Contractors should be prepared to meet this need if requested.

Supplier shall furnish labor, miscellaneous materials, and all other costs of doing business, including but not limited to overhead, profit, permits, travel, fuel during mobilization/demobilization travel, equipment, tools, maintenance of traffic, taxes, insurance, fringe benefits, equipment (including safety equipment) to do the necessary functions associated with restoration line work on GULF 's Distribution Electric Utility Infrastructure.

RESOURCE REQUIREMENTS

General Resource Requirements:

- Billable Positions are general foreman, working foreman, lineman, equipment operator, ground man, splicer and apprentice.
- Contractor must have at least one General Foreman (GF) with a minimum of one per every five overhead crews and a minimum of one for every 10 underground crews.
- GPS enabled handheld device are required for GFs
- Yardmen and truck drivers are not to be included in the crew make-up unless specifically requested and approved by GULF Company Representative. Documentation is required.

Superintendent, Managers and higher level supervision, support staff (i.e. administrative, safety personnel, mechanics and equipment staff) are to be included in the Supplier labor rates and are not to be billed separately.

Specific Resource Requirements:

Overhead Resources:

- Typically, the maximum crew size is five (5) crew members including a working foreman, with the smallest crew size being a two (2) member crew.
- Crew personnel should consist of the following typical crew make up:
  - Minimum of three (3) journeymen; one of which is in charge of crew, one can be a 3rd step apprentice or apprentice capable of working energized primary overhead lines.
  - Two (2) of any combination of the following:
    - Equipment operators and ground men
- GPS enabled handheld devices are required for GFs

Underground and Streetlight Resources:

- Crews will typically be made up of two (2) crew members. GULF will give crew sizes and make-ups to suppliers before supplier is mobilized.
- GPS enabled handheld devices are required for GFs.

Vehicles and Equipment

GULF reserves the right to specify the type of vehicles and equipment required to restore service as expeditiously as possible.

The supplier is responsible for compliance with the equipment representations set forth in the GULF General Conditions for Contract Work. The bulleted list below shows some of the necessary equipment expected to be part of the supplier's fleet and use of the same is to be included in the all-inclusive hourly rate. This list does not represent all of the necessary equipment to conduct the required work under this statement of work but may be referred to as general standard equipment expected to be part of the supplier's fleet.

- Aerial device capable of reaching 55 feet
- Digger derricks capable of lifting 18000 pounds at 10' load radius and ability to dig to a depth of (15) fifteen feet with a 36-inch auger
- Pressure diggers capable of digging a (19) nineteen-foot hole
- Pole cargo trailers with 20.000 load capacity
- Inaccessible (back yard) digger derricks
- Inaccessible (back yard) aerial device
- Tower lights for night work

- Inaccessible equipment such as motorized and manual pole dolly/gins and capstan hoist

Vehicle and Equipment Guidelines:

- No more than 4 vehicles per crew.
- Every crew must have Material Handling capability with an aerial device and an additional aerial device per crew.
- Supplier is required to have pole setting capability in normal or rock conditions including pole trailer for accessible and inaccessible locations. Typical requirement is that one in every five crews has pole setting capability.
- Contractor is required to have motorized and manual pole dollies/gins and capstans.
- GULF may advise suppliers when mobilizing of the ratio of pole setting crews needed. Typical requirement is one in every five crews have pole setting capability.
- Contractor is expected to have two backyard machines one with bucket & one with pole setting capability and trailer to haul it per 5 crews. If additional backyard machines are available, this should be brought to the attention of the GULF representative who will determine if they are needed.
- No pick-up trucks except those driven by the General Foreman, Assistant General Foreman, of Foreman
- In addition to standard overhead equipment and tools on every crew, each crew must have a generator, tools and equipment to drill concrete poles, ample supply of grounds, rubber goods and cover gins and capstans. Every group of 5 crews are expected to have air compressors and pole jetting equipment, rear of machines for pole setting and/or man-lifting.
- Contractor must have enough material hauling resources and equipment to support their own crews.
- All crews shall have basic GPS capabilities within their vehicles to facilitate navigation in unfamiliar areas.
- Crews need to be equipped with adequate protective cover, rigging, crimping, cutting and tensioning tools and equipment to work energized (up to 23kV) and de-energized conductors from #6 solid copper to 4/0 stranded copper, from #4 aluminum to 568 aluminum and from ¼” to ¾” galvanized guy wire.
- Work may be accessible and/or inaccessible to vehicles and equipment.
- Primary, secondary voltage and rotation meters are required.
- Crews must be prepared and equipped to work inaccessible/climbing locations to replace poles, transformers and other distribution hardware and equipment. Climbing tools (hooks, belts, lanyards) are to be in good condition and meet industry standards.
- Crews will be equipped with an adequate supply of traffic control devices (cones, signs, vests, flags, etc.) to set and maintain a work zone using the MUTCD as a guide.
- Crews will need tools or equipment to interrupt primary voltage current (e.g., load break device).

- Crews will need to be equipped with live line tools (hot sticks) and attachments to perform switching and grounding operations.
- Underground crews will need portable protective grounds to ground URD/UG installations including potheads, elbows and live front facilities. Portable protective grounds used on URD/UG will be a minimum of #2 stranded copper and meet ANSI standards.
- Each crew member will be equipped with the proper footwear, hand protection, head protection, eye protection, fall protection and hearing protection per industry standards or the employer's standards.
- Each crew member is expected to be equipped with rain gear and PPE. During a restoration event the potential exist for working where raw sewage may be present or the crew may be required to handle oil spills, the contractor should be prepared to deal with the situations.
- All dated PPE items and equipment must be in date and dated to last the duration of the assignment or crews will have made prior arrangements for the replacement (not at GULF expense) of dated items.
- Overhead primary portable protective grounds must be at least 1/0 stranded copper and the ends must meet ANSI standards. Crews will have adequate grounds to short circuit and bracket ground a distribution three phase line.
- Crews are to be equipped and trained to create an Equipotential (EP) ground zone or be required to wear rubber gloves rated for the voltages being worked. Secondary grounding clusters are permissible on circuits 600 volts and below.
- Crews need to be supplied with an adequate supply of sun block/sun screen, insect repellant, first aid kits and red flags for grounding station identification.

Specialty Equipment

Specialty Equipment is any equipment, vehicle or tool (e.g. Flex tracks, low boy trailer, matting, etc) not typically used in line restoration activities. No specialty equipment will be billable unless rates for such equipment are established as part of Contractor's contract with GULF and the equipment is specifically requested by GULF. The Contractor is responsible to provide written documentation that the specialty equipment has been provided at the request of GULF with the date and name of the GULF Company Representative. This will be submitted along with the invoice to GULF.

Vehicles and Equipment Maintenance

Contractors are expected to provide and perform all necessary maintenance and repairs to their vehicles and equipment. GULF will likely provide tire maintenance in the storm area. In the event GULF provides repairs or maintenance, these expenses will be charged back to the contractor at GULF 's cost as a credit on the storm invoices (except tire maintenance). Any maintenance paid for by the Contractor (tire maintenance included) will not be reimbursed by GULF as such costs are already covered in the Contractor's rates. **Contractor must keep a log of the date, time and specifics of any repairs (including parts) provided by GULF.**

Vehicle maintenance will be performed on Contractor's time and such time is not billable to GULF.

PERFORMANCE REQUIREMENTS

In general, the Supplier will be responsible for facilitating and driving all activities required while performing the Work including but not limited to:

- supervision
- safety
- project management
- project reporting
- issue identification
- status reporting
- remittance
- product delivery
- product presentation

Supplier will be responsible for immediately reporting to the GULF Company Representative any and all accidents, serious injuries, and Supplier caused service interruption involving the public or Supplier personnel. Complete and thorough investigations of such incidents shall be promptly conducted by the Supplier or its liability insurance carrier. An Incident Reporting Form will be furnished by GULF to the suppler. The Incident Reporting Form will be returned to the GULF Company Representative in a timely manner. (Timely manner is defined as no less than five (5) business days from time of the occurrence).

When work is in progress there shall be a General Foreperson available in the area to respond to GULF, customers, and crews. Supplier Personnel working on site and having visual exposure and/or contact with the general public by their appearance, actions, activities and deeds, both on and off the job, reflect and influence Florida Power & Light’s image and reputation.

To ensure that the reputation and public perception of GULF is maintained and perpetuated, the following statements set forth in this section will be complied with:

- Each crew should have at least one employee capable of communication with the GULF representative and the customers.

- The only information that field personnel are to give to the public is that they are working on an GULF project. The Supplier will be provided with the appropriate contact person at GULF. The Supplier is to courteously ask that the person contact the GULF representative. No additional information is to be provided.

- All personnel will wear proper attire, including shirts, while on or in the vicinity of the project.

- All personnel are to abstain from expressing any comments or opinions; whether verbal, written, social media or any other form of communication relative to the project they are working on and any other GULF business or operation.

- Record all contacts made with the public and information pertinent to the contact. Forward the documentation to the Production Lead or Acquisition Agent.

- All personnel, who are working, or will be working on an GULF project, are to read and fully understand all conditions set forth in this section.

Safety
Before work begins, each crew leader will receive a storm manual. All non-embedded employees will attend a safety and storm restoration orientation where safety policies, procedures and work methods will be discussed. Employees will not be allowed to work on GULF 's system until they have received the orientation. Both embedded and non-embedded vendors must adhere to Section 1: Safety Orientation & Handbook, Section 2: Storm Preparation, Section 3: Staging Site Health & Safety, Section 4: Forms see Contractor Storm Book Final.08/01/2011 (See Appendix A1)

Contractor Responsibilities
GULF desires the Contractor to provide personnel, supervision, and equipment to perform the work functions set forth herein. Contractor shall be solely responsible for the selection, including but not limited to, the interviewing and hiring of all personnel; the discipline up to and including termination of the personnel; the selection of personnel for promotion; the establishment and payment of wages, including initial hire rates and subsequent increase; the establishment and payment of fringe benefits, including the selection of benefit providers; the resolution of grievances; the evaluation of work performance of individual employees; the scheduling of vacation and other off-duty time; the selection of personnel to work overtime; the day-to-day direction of the workforce; and all other employee relations matters.

Supplier is expected to keep the work site clean at all times. This would include but not be limited to, debris, rubbish and waste material arising out of work. At the completion of the job supplier is expected to have left the job site in original condition and ready for use by the customer.

Work Locations
Work shall be performed in GULF 's service territory consisting of the following areas:
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Area 1: Dade Region:
Includes South Dade (SD), Central Dade (CD), West Dade (WD), and North Dade (ND) Management Areas.

Area 2: East Region:
Includes South Broward (SB), Central Broward (CB), and North Broward (NB), Boca Raton (BR) and West Palm (WB) Management Areas.

Area 3: North Region:
Includes Treasure Coast (TC), Brevard (BV), and Central Florida (CF) and North Florida (NF) Management Areas.

Area 4: West Region:
Includes Naples (NA), Toledo Blade (TB) and Manasota (MS) Management Areas.

See Management Area Map for regional boundaries. (See Appendix A2)

Communication

Contractor shall provide radios, cellular phones, pagers, etc., as necessary, to maintain constant communication with the GULF Company Representative, contractor's general foreman and contractor's crews. Contractor shall maintain and provide an internet email address for communication of data with GULF. All costs to operate this equipment must be included in the Contractor’s man hour rates.

Tools

Contractor is responsible for providing each of their crews with first-aid kits and rain gear. In addition, contractor is responsible for furnishing all tools, necessary to perform line work including but not limited to shotguns, tie sticks, grounds, phasing equipment, personal equipment, safety equipment, flashlights, insect repellant, etc…

In the event GULF loans any tools to the Contractor, Contractor shall, upon completion of the work, return all loaned tools to the issuing location.

In the event such tools are not returned, GULF will charge contractor for said tools, at GULF 's cost, as a credit to the storm invoice.

Material

Contractor is responsible for the handling of materials and equipment issued to them by GULF. Contractor will be charged back as a credit on storm invoices, for all materials lost, broken, vandalized, and stolen while in Contractor's custody.

Material not standard to GULF is not permitted to be used unless prior approval is obtained from the appropriate GULF representative.

STANDARDS AND SPECIFICATIONS

All work shall be performed and conducted as set forth in the GULF General Conditions for Contract Work including but not limited to the most current version of GULF ’s Distribution Construction Standards. The Distribution Construction Standards are the sole and exclusive property of GULF and are not to be duplicated or disclosed to any third party without the express written consent of GULF.

Should standards not be adhered to, Contractor will be required to bring facilities up to the said standards at no cost to GULF.

RATES

Rate Structure

The rates under this specification consist of two different rate structures, Trouble Rate and Storm Rate. Trouble Rate is applicable to embedded GULF contractors only. Storm Rate is applicable to embedded and non-embedded contractors.

Both Trouble Rate and Storm Rate are all inclusive hourly rates applicable to billable positions for trouble/storm restoration work and shall include all overhead, benefits, profit, tools, permits, equipment, vehicles, administration costs, supervision (excluding general foreman which is a billable position), support personnel, safety personnel, mechanics, drivers, insurance, taxes, communication equipment, miscellaneous materials and any and all cost associated with the performance of the work during trouble/storm restoration. The exceptions are food, lodging and fuel as detailed in their respective sections below.

The transition from the Trouble Rate to Storm Rate shall be made upon notification to the embedded GULF contractor. The decision to move to the Storm rate shall be made at the sole discretion of GULF and may be based on the consideration of a number of factors which may include the implementation of logistics operations for embedded contractors by GULF.

Trouble Rate: (Embedded GULF contractors only)

Valid for restoration work when GULF creates storm internal orders (IOs).

- Rate is to be the same as the rates for pay units OAA02 (Premium Adder), OAA03 (Standby) and OAA05 (Trouble Rate) from Contractor’s non storm contract. The only difference is that invoicing and payment will be via paper invoices instead of via GULF ’s Work Management System (WMS).
- Rate is applicable for restoration work statewide.

Storm Rate: (Embedded and Non-Embedded contractors)

This rate consists of two separate price structures which are mobilization/demobilization and working/standby.

- The mobilization/demobilization price structure is an hourly composite rate inclusive of fuel, equipment and other cost drivers necessary to travel from a crew's normal work location to an area designated by GULF.
- The working/standby price structure is an hourly composite rate inclusive of equipment and other cost drivers necessary to perform restoration under this contract. Fuel is not to be included in this rate.
- Rate is applicable for restoration work statewide.

Mobilization/Demobilization Price Structure – External Crews

Mobilization charges shall begin when the crew starts its actual drive to the storm area and ends upon arrival at the designated GULF check-in site. Demobilization charges shall begin when the crew leaves their designated storm location and ends upon arrival at the crew's home location. Muster time or crew preparation time is not billable.

If during mobilization or demobilization, contractor is requested by GULF to "Standby" (for example, at a hotel), contractor shall be paid at the working/standby rate, not the mobilization/demobilization rate.

If crews are released to support another utility, the requesting utility will be responsible for all demobilization time and expenses.

Prior to mobilization, the Contractor shall provide a detailed roster: by employee name, employee ID number, classification, city, state and zip code of origination on the electronic file provided by GULF. In addition, the General Foreman is required to download the Tracking App designated by GULF from the time mobilization begins until the completion of demobilization.

The aforementioned information must be provided in order for the mobilization/ demobilization time to be reimbursed.

GULF will review invoiced mobilization/demobilization time for compensability utilizing electronic maps from referenced start and stop locations. The distances traveled will be compared to the hours billed and GULF reserves the right to adjust excessive mobilization and demobilization charges. It is the expectation that our Suppliers will identify the safest and most efficient travel path and rate of speed within legal limits when mobilizing to support for storm. Excessive mobilization times, and costs, will be scrutinized and are subject to rejection. It is incumbent upon the contractor to notify GULF Travel Coordinator or Representative of any route changes taking place.

There is no guarantee of 16 hours per day. Suppliers are required to submit maps, route, GPS and travel logs in support of the distances travelled and mobilization times. It expected that Suppliers travel a minimum of 500 miles per day in a 16-hour day, any exceptions must be documented and provided to GULF along with the invoice.

GULF may at its discretion ask contractors to fly in a portion of their total personnel to affected storm areas. GULF would reimburse contractors for the cost of air travel at actual cost with actual receipts. Travel time for contractor's personnel would start from flight departure time.

Working/Standby Price Structure

Working Hours:

Working time are hours spent performing restoration services for GULF. There is no guarantee of 16 hours per day. Hours in excess of 16 hours per day require documentation and approval by GULF Company Representative.

Standby Hours:
Standby time is defined as non-working hours and non-mobilization/demobilization hours. Standby time is for hours such as waiting out a storm until it is safe to resume work or waiting at a hotel at the direction of an GULF representative. This time should be utilized for training and reviewing GULF Safety and Construction Standards.

A maximum of 10 standby hours at the working/standby rate can be invoiced in any one day.

Overtime Hours:

The overtime working/standby or mobilization/demobilization rate will be paid to any of the Contractor’s billable employees who have worked in excess of eight (8) hours under GULF ’s storm contract for each new work day. Hours worked for entities other than GULF are not pertinent to this calculation. The overtime rate will be paid for all approved hours worked on Saturday, Sunday, and GULF designated holidays. (Designated holidays are so defined in this contract as:

- New Year’s Day
- Memorial Day
- July 4th
- Thanksgiving Day
- Christmas Day

There will be no DOUBLE TIME payment.

Lodging

Lodging costs during mobilization and demobilization will be paid at cost with original receipts submitted. The contractor is expected to select the most cost effective rates available and to book a minimum of two occupants per room. Original receipts must be submitted to GULF in order to receive reimbursement. There will be a cap of $100 per resource and/or $200 per room to cover lodging expenses when not GULF provided. If charges are in excess of $100/resource, receipts along with documentation explaining the exception, must be submitted and GULF reserves the right to disallow all costs above the $100/resource threshold applied to lodging expenses if deemed excessive or without proper documentation.

GULF typically provides lodging for the Contractor personnel upon arrival in GULF ’s service territory. GULF provided lodging may be in the form of a hotel/motel, or alternative lodging such as temporary housing, temporary structure facility, or mobile sleeping units. Embedded Contractor's personnel shall receive no lodging if their normal assigned area is less than forty-five (45) miles from the storm headquarters assigned to the crew.

Depending on the circumstances, (availability and severity of storm) up to four persons may be required to share a room. Depending on the emergency situation, resources should be prepared for the possibility that food/ lodging is not yet available in the initial days immediately following an event. If GULF does not provide lodging during performance of storm/emergency restoration services, lodging costs will be reimbursed at actual invoiced cost with original receipts submitted to GULF.

The contractor does not have the option to procure their own lodging when lodging is provided by GULF.

GULF will only pay for work and travel hours.

All other charges will be disallowed. Any exceptions must be documented and approved by GULF.

Meals

Meals taken during mobilization and demobilization (en-route) will be paid at the rate of $35.00 per day per person or $11.66 per meal for breakfast, lunch, and dinner.

GULF typically provides 3 meals per day in the storm area. If at any time, GULF should discontinue the provision of food, meals will be paid at the rate of $35.00 per day per person or $11.66 per meal for breakfast, lunch, and dinner. The contractor does not have the option to purchase their own meals when meals are provided by GULF.

Meal Time: Once on property, meal time is not billable unless the meal is provided by GULF.

Examples:

- If the morning meal is provided at the place of lodging, the paid time will begin when the Contractor personnel depart from the place of lodging after the meal. If Contractor personnel are transported by GULF to a different location for this meal, the paid time will start when Contractor personnel depart the pickup location to go to the location of this meal.
- If the Contractor personnel have the dinner meal at an GULF Staging Site and then depart to their hotel, paid time will continue until Contractor personnel arrive at the hotel. If the Contractor personnel depart an GULF Staging Site and then have the dinner meal at the hotel or at a restaurant in the vicinity of the hotel, paid time stops when the Contractor personnel arrive at the hotel or if they do not go to the hotel first, when they arrive at the restaurant and the meal time is not billable.

Gasoline/Diesel Fuel

GULF typically provides fuel while Contractor is working under the working/standby rate. If Contractor is required to purchase fuel while working under the working/standby rate, fuel will be reimbursed at actual invoice cost with receipts provided. Fuel purchases require GULF approval with appropriate documentation. Original receipts must be taped to an 8 1/2" by 11" letter size paper. A spreadsheet must be provided with a list of all receipts and must include the following information: Date, name, truck #, city/state, time of fueling and amount.
Fuel cost for mobilization and demobilization shall be included in the storm mobilization/demobilization man-hour rates and will not be reimbursed.

Contractor vehicles **must** be clearly marked as to what type of fuel they require.

Laundry

GULF, at its discretion, will typically offer to provide laundry service. If such laundry services are provided, GULF will not be responsible in any way whatsoever for articles lost, stolen or damaged.

There will be no reimbursements for laundry services.

INVOICING

Contractor's employee time and charges shall be recorded and reported daily to the designated GULF representative within the App provided by GULF. The time and expenses must be approved daily by the designated GULF representative. Contractor will have access to the time and expenses submitted to the App for his records and include with invoicing.

Purchaser is in the process of developing a mobile application that will replace the current hard-copy paper timesheets and reimbursable expenses invoicing process as it relates to the scope of work contained herein. Upon Purchaser's implementation of this mobile application, Purchaser will notify Seller and provide instructions for downloading and using the mobile application, and from that date forward, time and reimbursable expense entry related to the scope of work contained herein will be required to occur in the aforementioned mobile application in order for payments to be issued. Purchaser will submit to Seller invoices based on this time and reimbursable expense entry. No alternate methods of timekeeping will be accepted after Purchaser's implementation of such mobile application. It is the Seller's responsibility and obligation to provide or ensure that its employees, agents, or representatives have access to mobile devices capable of operating the mobile application in accordance with all accompanying terms and documentation.

In the event it is not practicable or feasible to utilize the app, at the discretion of GULF, GULF will provide an alternate method (paper) to capture time and expenses.

All mobilization and restoration daily time reports and charges must be received by the designated GULF representative before demobilization in order to be reimbursed by GULF.

All employee time and charges invoiced are subject to final approval by GULF. On the storm time invoice template, the work week is from Monday through Sunday. **In order to be considered for payment, GULF must receive all storm related Contractor invoices within 90 days of work execution/date of crew release.**

GULF will send an invoice template to the Contractor with invoicing instructions. An electronic version of the completed invoice template along with supporting documentation shall be forwarded via e-mail to Storm-Payment-Center.SharedMailbox@nexteraenergy.com.
Note: failure to complete the invoice template in its entirety (including the mobilization log) will result in invoice processing delays.

Hard-copies of the backup documentation can be forwarded to:

GULF –Payment Support Services

Payment Support Services Mail Code: C2A/CSE
6001 Village Blvd
Customer Service – East
West Palm Beach, FL 33407

Purchaser reserves the right to switch to change invoicing procedures to E-Receiving process after proper training is conducted.