

**THIRD AMENDMENT TO AGREEMENT TO PROVIDE WOOD POLE INSPECTION AND
GROUNDLINE TREATMENT "PIGGYBACK" OFF OF PREVIOUS AGREEMENT WITH SEPARATE
GOVERNMENTAL ENTITY**

THIS THIRD AMENDMENT TO AGREEMENT TO PROVIDE WOOD POLE INSPECTION AND GROUNDLINE TREATMENT "PIGGYBACK" OFF OF PREVIOUS AGREEMENT WITH SEPARATE GOVERNMENTAL ENTITY ("Third Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **OSMOSE UTILITIES SERVICES, INC.**, a corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN# 35-2175310) ("Vendor").

WHEREAS, on February 7, 2017, City and Vendor entered into an Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" off of Previous Agreement with Separate Governmental Entity (the "Original Agreement") for a term commencing February 7, 2017 through September 30, 2020; and

WHEREAS, on August 21, 2019, City and Vendor entered into a First Amendment of Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" off of Previous Agreement with Separate Governmental Entity (the "First Amendment") to modify the purchase price under the Original Agreement and replace Exhibit B – Price Proposal with Exhibit B – 2019 Price Proposal; and

WHEREAS, on July 30, 2021, City and Vendor entered into a Second Amendment of Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" off of Previous Agreement with Separate Governmental Entity (the "Second Amendment") to extend the term of the Original Agreement, as amended, for the first of two, two year renewal periods from October 1, 2020 to September 30, 2022, and to modify the purchase price under the Original Agreement and replace Exhibit B – 2019 Price Proposal with Exhibit B – Pricing Proposal FY 2021; and

WHEREAS, On July 20, 2021, Vendor submitted a request to raise pricing by 3.1 percent for fiscal year 2022, in accordance with the Original Agreement; and

WHEREAS, City and Vendor wish to revise the pricing schedule in the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as Exhibit B – Pricing Proposal FY 2021 is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal FY 2022**. This revised pricing shall be in effect from **OCTOBER 1, 2021 through SEPTEMBER 30, 2022**.

The annual contract expenditure for services shall not exceed **\$200,000 (TWO HUNDRED THOUSAND AND NO/100 DOLLARS)**. A Contract year runs from October through September. Adjustments to the compensation may be requested by Vendor at least sixty (60) calendar days prior to the anniversary date of this Agreement each year. Price changes must be agreed to by the City of Ocala, or the agreement shall terminate at the end of the anniversary year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. Vendor shall provide documentation for any such price increase and the price increase shall not exceed the Consumer's Price Index (CPI) during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

4. **NOTICES.** All notices, certifications or communications required by this Third Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Osmose Utilities Services, Inc.
Attn: John Rigney, General Counsel
635 Highway 74 South
Peachtree City, Georgia 30269
PH: 770-632-6766
E-mail: jrigney@osmose.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343 FAX: 352-690-2025
E-mail: notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

5. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.



7. **LEGAL AUTHORITY.** Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Third Amendment.

IN WITNESS WHEREOF, the parties have executed this Third Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

OSMOSE UTILITIES SERVICES, INC.

Robert W. Batsel, Jr.
City Attorney



By: Jose Villalba
(Printed Name)

Title: Vice President -
Customer Service
(Title of Authorized Signatory)

Price Schedule 1
Pole Inspection and Treatment
Effective 10/01/2021 - 09/30/2022

Line	Item	Price
1	EXTERNAL TREAT	\$ 32.25
2	EXCAVATED REJECT	\$ 31.02
3	REJECT WITH EXTERNAL TREAT	\$ 37.39
4	SOUND AND BORE	\$ 8.00
5	VISUAL INSPECTION	\$ 5.75
6	INTERNAL TREATMENT	\$ 13.34
7	MITC-FUME® - PER TUBE	\$ 8.08
8	PRIVATE PROPERTY	\$ 5.58
9	INSTALL POLE STENCILS	\$ 1.17
10	INST OWNER-SUPPLIED GUY MRKR	\$ 6.06
11	GROUNDWIRE REPAIR	\$ 14.42
12	REATTACH GROUNDWIRE MOLDING	\$ 4.48
13	RISERS	\$ 5.38
14	LOADCALC REQUESTED POLES	\$ 7.24
15	GPS COORDINATES	\$ 3.29
16	DIGITAL IMAGES REJECTS ONLY	\$ 5.69
17	ONLINE DATA DELIVERY/MAPPING	\$ 0.80

Pricing Notes

CPI Increase: Per the terms of the GRU contract, the price schedule above reflects a 3.1% increase. We have attached the most current "Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes (Services)," for your reference.

Groundwire Repair: Please note, the groundwire repair item listed on the price schedule will be made from the groundline to a distance as high as Osmose field technicians can reasonably reach from the ground (typically 7'-0" to 8'-0").

GPS and Digital Image: The GPS data (per structure) item includes a GPS point with an accuracy level of one to ten meters (1-10 meters). One attempt will be made to collect the GPS point and Digital Image. Osmose will not charge for any unattainable data or image collection. If requested however, Osmose field technicians can return to any pole location, for an hourly rate, to recollect data.

Price Schedule 2
Pole Restoration
Effective 10/01/2021 - 09/30/2022

Line	Item	Price
1	19,100 FT/LBS 5100 X 10	\$ 553.63
2	37,200 FT/LBS C2-3610	\$ 613.93
3	49,600 FT/LBS C2-4910	\$ 682.74
4	56,400 FT/LBS C2-5610	\$ 694.89
5	71,700 FT/LBS C2-7110	\$ 784.96
6	76,900 FT/LBS 980 X 10	\$ 817.54
7	94,900 FT/LBS 1080 X 11	\$ 842.83
8	112,200 FT/LBS 1180 X 11	\$ 902.37
9	129,400 FT/LBS 1280 X 11	\$ 937.98
10	152,600 FT/LBS 1380 X 11	\$ 989.10
11	170,200 FT/LBS 1480 X 13	\$ 1,077.30
12	191,800 FT/LBS 1580 X 13	\$ 1,157.94
13	211,100 FT/LBS 1680 X 13	\$ 1,184.83
14	224,400 FT/LBS 2-1180 X 11	\$ 1,353.58
15	258,800 FT/LBS 2-1280 X 11	\$ 1,406.97
16	305,200 FT/LBS 2-1380 X 11	\$ 1,483.68
17	340,400 FT/LBS 2-1480 X 13	\$ 1,615.95
18	383,600 FT/LBS 2-1580 X 13	\$ 1,736.91
19	PAINT TRUSS N/C	\$ N/C
20	COVER CAPS N/C	\$ N/C
21	UNDERGROUND CABLE EXCAVATE N/C	\$ N/C
22	CONCRETE REPAIR N/C	\$ N/C
23	RISERS N/C	\$ N/C
24	VISUAL INSPECTION N/C	\$ N/C
25	PRIVATE PROPERTY	\$ N/C
26	REDRIVE SINGLE TRUSS	\$ 413.02
27	REBAND,CAP & PAINT PREV TRUSS	\$ 169.71

Pricing Note

CPI Increase: Per the terms of the GRU contract, the price schedule above reflects a 3.1% increase. We have attached the most current "Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes (Services)," for your reference.

CUSTOMER: City of Ocala														
Distribution: Combined Grade B & C														
Effective Date: 10/1/2021														
Expiration Date: 9/30/2022														
Class														
NESC Restoration Factor: Rule 250B														
67%														
Length (ft)	H6	H5	H4	H3	H2	H1	1	2	3	4	5	6	7	9
20							C2-4910 \$682.74	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93
25							C2-5610 \$694.89	C2-4910 \$627.74	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93
30							C2-7110 \$784.96	C2-5610 \$694.89	C2-4910 \$627.74	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93
35							1080x11 \$842.83	C2-7110 \$784.96	C2-5610 \$694.89	C2-4910 \$627.74	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93	C2-3610 \$613.93
40							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
45							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
50							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
55							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
60							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
65							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
70							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
75							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
80							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
85							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
90							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
95							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
100							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
105							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
110							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
115							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
120							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37
125							1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37	1800x11 \$982.37

LEGEND

Truss Color Code

Standard Truss Required

Shaded Truss Price

Full Truss Price

• For Tall Trusses the last digit in the truss part number will change to a 3.

Truss Name	Min. Circ. @ GL (in.)	Rated Strength (ft-lbs)
510x10	18.00	19,100
C2-3610	22.75	37,200
C2-4910	28.50	49,600
C2-5610	32.00	56,400
C2-7110	33.50	71,700
980x10	29.75	76,900
1080x11	33.75	94,900
1180x11	36.50	112,200
1280x11	39.25	129,400
1380x11	43.00	152,600
1480x11	45.25	170,200
1580x13	48.75	191,800
1680x13	52.00	211,100

2-1180x11	36.50	224,400
2-1280x11	39.25	258,800
2-1380x11	43.00	305,200
2-1480x13	45.25	340,400
2-1580x13	48.75	383,600

Osmose										CUSTOMER: City of Ocala									
Distribution: Combined Grade B & C										NESC Restoration Factor: Rule 250B									
Effective Date: 10/1/2021										67%									
Expiration Date: 9/30/2022										Class									
Length (ft)	H6	H5	H4	H3	H2	H1	1	2	3	4	5	6	7	9					
20																			
25																			
30																			
35																			
40																			
45	Green 2-1380x11 \$1,483.68	Yellow 2-1280x11 \$1,406.97	White 2-1180x11 \$1,353.58																
50	Red 2-1480x13 \$1,615.95	Green 2-1380x11 \$1,483.68	White 2-1280x11 \$1,406.97	Yellow 2-1180x11 \$1,353.58															
55	Blue 2-1580x13 \$1,736.91	Green 2-1480x13 \$1,615.95	White 2-1380x11 \$1,483.68	Yellow 2-1280x11 \$1,406.97	White 2-1180x11 \$1,353.58														
60	Blue 2-1580x13 \$1,736.91	Red 2-1480x13 \$1,615.95	Green 2-1380x11 \$1,483.68	White 2-1280x11 \$1,406.97	Yellow 2-1180x11 \$1,353.58														
65																			
70																			
75																			
80																			
85																			
90																			
95																			
100																			
105																			
110																			
115																			
120																			
125																			

LEGEND

Truss Color Code	Standard Truss Required	Standard Truss Price	Tall Truss Price
White			
Yellow			
Green			
Red			
Blue			

- For Tall Trusses the last digit in the truss part number will change to a 3.

Truss Name	Min. Circ. @ GL (in.)	Rated Strength (ft-lbs)
2-1180x11	36.50	224,400
2-1280x11	39.25	258,800
2-1380x11	43.00	305,200
2-1480x13	45.25	340,400
2-1580x13	48.75	383,600

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, May 2021

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Apr. 2021	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		May 2020	Apr. 2021	May 2021	May 2020- May 2021	Apr. 2021- May 2021	Feb. 2021- Mar. 2021	Mar. 2021- Apr. 2021	Apr. 2021- May 2021
All items less food.....	86.072	254.486	266.093	268.394	5.5	0.9	0.7	0.8	0.7
All items less shelter.....	67.143	232.598	244.958	247.484	6.4	1.0	0.8	1.0	0.8
All items less food and shelter.....	53.215	223.627	237.700	240.537	7.6	1.2	1.0	1.1	0.9
All items less food, shelter, and energy.....	46.274	232.916	242.101	244.439	4.9	1.0	0.4	1.3	1.1
All items less food, shelter, energy, and used cars and trucks.....	43.277	238.773	245.687	247.125	3.5	0.6	0.4	0.7	0.6
All items less medical care.....	91.252	243.812	254.703	256.971	5.4	0.9	0.7	0.8	0.7
All items less energy.....	93.059	265.471	273.092	274.891	3.5	0.7	0.3	0.8	0.7
Commodities.....	38.062	182.064	194.456	197.117	8.3	1.4	0.9	1.1	1.1
Commodities less food, energy, and used cars and trucks.....	17.328	144.091	147.536	148.545	3.1	0.7	0.0	0.7	0.9
Commodities less food.....	24.134	145.341	159.832	162.903	12.1	1.9	1.4	1.5	1.4
Commodities less food and beverages.....	23.115	141.639	156.346	159.470	12.6	2.0	1.5	1.5	1.5
Services.....	61.938	329.958	338.518	340.052	3.1	0.5	0.4	0.6	0.4
Services less rent of shelter ¹	29.436	344.834	356.494	358.568	4.0	0.6	0.6	1.0	0.5
Services less medical care services.....	54.729	312.350	320.837	322.545	3.3	0.5	0.4	0.8	0.5
Durables.....	11.097	104.309	111.983	115.051	10.3	2.7	0.5	3.5	3.0
Nondurables.....	26.964	221.514	236.092	237.991	7.4	0.8	1.3	-0.3	0.6
Nondurables less food.....	13.037	182.539	204.988	207.498	13.7	1.2	3.0	-0.6	0.5
Nondurables less food and beverages.....	12.017	177.787	201.493	204.141	14.8	1.3	3.2	-0.6	0.5
Nondurables less food, beverages, and apparel.....	9.279	220.969	256.202	260.377	17.8	1.6	4.5	-1.3	0.1
Nondurables less food and apparel.....	10.298	223.420	255.411	259.205	16.0	1.5	4.1	-1.1	0.1
Housing.....	41.880	270.823	277.258	278.648	2.9	0.5	0.3	0.5	0.4
Education and communication ²	6.651	139.340	141.742	142.002	1.9	0.2	-0.1	0.3	0.3
Education ²	2.952	269.725	271.829	272.544	1.0	0.3	-0.2	0.2	0.4
Communication ²	3.699	73.793	75.630	75.721	2.6	0.1	0.0	0.4	0.2
Information and information processing ²	3.588	69.699	71.420	71.508	2.6	0.1	-0.1	0.4	0.2
Information technology, hardware and services ³	1.277	7.350	7.361	7.357	0.1	-0.1	0.2	1.4	0.1
Recreation ²	5.740	122.779	124.546	124.769	1.6	0.2	0.4	0.9	0.2
Video and audio ²	1.519	106.530	109.612	109.731	3.0	0.1	0.3	0.5	0.3
Pets, pet products and services ²	1.180	179.788	183.781	184.359	2.5	0.3	0.1	0.4	0.3
Photography ²	0.071	74.506	76.591	76.800	3.1	0.3	-1.0	-0.3	0.8
Food and beverages.....	14.947	267.792	272.367	273.441	2.1	0.4	0.1	0.4	0.4
Domestically produced farm food.....	6.422	262.316	263.207	264.290	0.8	0.4	0.2	0.7	0.4
Other services.....	11.554	367.263	373.376	373.725	1.8	0.1	0.4	0.3	0.2
Apparel less footwear.....	2.086	107.006	112.301	112.430	5.1	0.1	-0.4	0.3	1.2
Fuels and utilities.....	4.387	240.361	253.460	255.631	6.4	0.9	0.6	1.0	0.6
Household energy.....	3.294	195.974	207.988	210.371	7.3	1.1	0.7	1.3	0.7
Medical care.....	8.748	519.194	524.585	523.918	0.9	-0.1	0.1	0.1	-0.1
Transportation.....	16.166	191.419	222.547	229.689	20.0	3.2	2.7	2.5	2.1
Private transportation.....	15.016	188.771	220.742	227.144	20.3	2.9	2.8	2.3	2.0
New and used motor vehicles ²	7.712	98.717	108.477	112.405	13.9	3.6	0.5	4.6	4.0
Utilities and public transportation.....	8.865	214.913	225.076	228.265	6.2	1.4	0.4	1.4	0.9
Household furnishings and operations.....	4.637	125.373	129.321	131.086	4.6	1.4	0.4	0.9	1.3
Other goods and services.....	3.129	460.730	473.649	473.011	2.7	-0.1	0.6	0.2	-0.1
Personal care.....	2.517	237.997	242.303	241.814	1.6	-0.2	0.6	0.2	-0.2

¹ Indexes on a December 1982=100 base.² Indexes on a December 1997=100 base.³ Indexes on a December 1988=100 base.

TITLE	For Signature: Third Amendment to Wood Pole Inspection and...
FILE NAME	FOR SIGNATURE - A...e Utilities S.pdf
DOCUMENT ID	88bd35c4b22285a89ed84d8143938f5fd170a039
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

08 / 03 / 2022

08:34:06 UTC-4

Sent for signature to Osmose Utilities Services, Inc.
(osmosecontracts@osmose.com) from plewis@ocalafl.org
IP: 216.255.240.104



VIEWED

08 / 04 / 2022

11:30:20 UTC-4

Viewed by Osmose Utilities Services, Inc.
(osmosecontracts@osmose.com)
IP: 66.17.212.38



SIGNED

08 / 04 / 2022

11:48:05 UTC-4

Signed by Osmose Utilities Services, Inc.
(osmosecontracts@osmose.com)
IP: 66.17.212.38



COMPLETED

08 / 04 / 2022

11:48:05 UTC-4

The document has been completed.