

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

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF WOOD POLE INSPECTION AND GROUNDLINE TREATMENT ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **OSMOSE UTILITIES SERVICES, INC.**, a foreign for-profit corporation duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 35-2175310) ("Osmose" or "Vendor").

WHEREAS, after a competitive procurement process the City of Gainesville, Florida d/b/a Gainesville Regional Utilities ("GRU") entered into a Contract with Osmose Utilities Services, Inc., for the provision of wood pole inspection and groundline treatment services, GRU Contract No. 2016-038 (the "GRU Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes, and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, on February 7, 2017, City and Osmose entered into an Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" Off of Previous Agreement with Separate Governmental Entity, City of Ocala Contract No. ELE/16-055 (the "Original Agreement"), for the provision of wood pole inspection and groundline treatment for a term of three years from February 7, 2017 through September 30, 2020; and

WHEREAS, on or about August 21, 2019, City and Osmose entered into the First Amendment to Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" Off of Previous Agreement with Separate Governmental Entity ("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 or about October 1, 2020, GRU and Osmose entered into a First Amendment to the Contract Between GRU and Osmose Utilities Services, Inc. for Wood Pole Inspection and Groundline Treatment to extend the GRU Agreement for an additional two years, through September 30, 2022; and

WHEREAS, City and Osmose now desire to enter into this Second Amendment to Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" Off of

Previous Agreement with Separate Governmental Entity ("Second Amendment") to extend their Original Agreement for the first of two (2) available two-year (2-Year) renewal terms.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Osmose, as amended and attached hereto as **Exhibit A – Original Agreement**, 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 Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional two-year (2-Year) term beginning **OCTOBER 1, 2020** and terminating **SEPTEMBER 30, 2022**. The parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to one (1) additional two-year (2-year) term upon written agreement between the Parties.
4. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Original Agreement, as amended, are modified and replaced in their entirety as follows:
 - A. **PURCHASE PRICE.** The prices set forth in the **Exhibit B – Pricing Proposal FY 2021** attached hereto are effective **OCTOBER 1, 2020** through **SEPTEMBER 30, 2021** and shall replace the Exhibit B – 2019 Price Proposal attached to the First Amendment.
 - i. The annual contract expenditure for services shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS PER YEAR (\$200,000/Year)**. A contract year shall run from October to 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.

5. **ADDITIONAL TERMS AND CONDITIONS.** The following terms and conditions of the are supplemented and made a part of the Original Agreement, as amended:

A. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

6. **NOTICES.** All notices, certifications or communications required by the Original Agreement, as amended, 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 e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor: Osmose Utilities Services, Inc.
 Attention: John Rigney, General Counsel
 635 Highway 74 South
 Peachtree city, Georgia 30269
 Phone: 770-632-6766
 Email: jrigney@osmose.com

If to City: City of Ocala
 Attention: Tiffany Kimball, Contracting Officer
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8366 Facsimile: 352-690-2025
 Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
 Gilligan, Gooding, Batsel & Anderson, P.A.
 1531 SE 36th Avenue
 Ocala, Florida 34471
 Phone: 352-867-7707 Fax: 352-867-0237
 Email: rbatsel@ocalalaw.com

7. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment.
8. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument
9. **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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on 07 / 29 / 2021.

ATTEST:



Angel B. Jacobs
City Clerk

CITY OF OCALA



Justin Grabelle
City Council President

Approved as to form and legality:



Robert W. Batsel, Jr.
City Attorney

OSMOSE UTILITIES SERVICES, INC.



By: Jose Villalba
(Printed Name)

Title: Vice President - Contracts

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

THIS FIRST AMENDMENT OF AGREEMENT FOR WOOD POLE INSPECTION AND GROUNDLINE TREATMENT "PIGGYBACK" OFF OF PREVIOUS AGREEMENT WITH SEPARATE GOVERNMENTAL ENTITY ("First Amendment") is entered into this ____ day of _____, 2019, by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **OSMOSE UTILITIES SERVICES, INC.**, a corporation duly organized in 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 a piggyback agreement for wood pole inspection and groundline treatment (the "Original Agreement"), City of Ocala Contract Number: ELE/16-055; and

WHEREAS, the term of the Original Agreement commenced on February 7, 2017 and is set to expire on September 30, 2020; and

WHEREAS, City and Vendor desire to amend the purchase price and replace Exhibit B- Price Proposal 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 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 First Amendment.
3. **PURCHASE PRICE.** The prices set forth in the **Exhibit B – 2019 Price Proposal** are effective October 1, 2019; this document hereby replaces Exhibit B - Price Proposal in the Original Agreement.

The annual contract expenditure for services shall not exceed **\$200,000 (TWO HUNDRED THOUSAND DOLLARS)**. A Contract year runs from October to 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. **RENEWAL TERM.** The parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for up to two (2) additional two-year (2-year) periods upon written agreement between the parties.
5. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

6. **NOTICES.** All notices, certifications or communications required by this First 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:

A.	If to City:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue Ocala, FL 34471 E-Mail: tkimball@ocalafl.org PH: 352-629-8366 FAX: 352-690-2025
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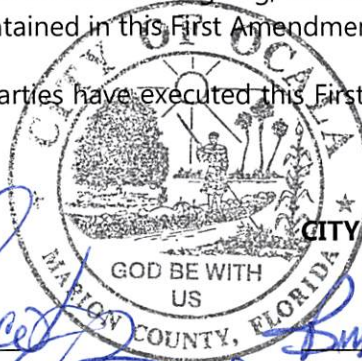
- B. With a copy to: Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, FL 34471
E-Mail: pgilligan@ocalalaw.com
PH: 352-867-7707 FAX: 352-867-0237
- C. If to Vendor: John Rigney, General Counsel
Osmose Utilities Services, Inc.
635 Highway 74 South
Peachtree City, Georgia 30269
E-mail: jrigney@osmose.com
PH: 770-632-6766

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

ATTEST:



Angel B. Jacobs
City Clerk



CITY OF OCALA


Sandra Wilson
Deputy City Manager

APPROVED AS TO FORM AND LEGALITY:


Robert W. Batsel, Jr.
City Attorney

OSMOSE UTILITIES SERVICES, INC.


Vice-President or higher

PRICING RESPONSE FORM

SOLICITATION No. 2016-038

FOR WOOD POLE INSPECTION AND GROUNDLINE TREATMENT

The undersigned hereby proposes and agrees, to perform the work in accordance with the specifications for the following prices:

A) Pole Inspection & Treatment Unit Prices for the Inspection and/or Treatment of Wood Poles:

1. Excavated (per pole price)
 - a) External Treat \$ 30.64
 - b) Excavated Reject \$ 29.47
 - c) Reject with External Treat \$ 35.52
2. Not Excavated (per pole price)
 - a) Sound and Bore \$ 7.60
 - b) Visual Inspection \$ 5.47

B) Unit Prices for Adders for Inspection and/or Treatment of Wood Poles:

1. Internal Treatment \$ 12.67
2. Fumigant Treatment (Mite-fume per tube) \$ 7.68
3. Private Property \$ 5.30
4. Install Pole Stencils \$ 1.11
5. Install Owner-Supplied Guy Markers (labor only) \$ 5.76
6. Groundwire Repair \$ 13.70
7. Reattach Groundwire Molding \$ 4.26
8. Risers \$ 5.11

ADDITIONAL PRICING: (OPTIONAL ITEMS)**C) Pricing for Load Calculations to determine remaining pole strength**

- | | | |
|----|----------------------|--------|
| 1. | Requested Poles | \$6.88 |
| 2. | CATV Attachment | \$ * |
| 3. | Telephone Attachment | \$ * |

D) GPS Coordinates \$ 3.12

E) Digital Images Rejects Only \$5.41

*No pricing is being provided for C3 or C4 as a result of the clarification GRU provided in Addendum 1 where GRU confirmed it was not seeking a price for these items.

Forms Page | 9

W) Online Data Delivery/Mapping services \$ 0.76

PRICING FOR TRUSSING (OPTIONAL)

GRU does not currently use trussing, or restoration of poles. This pricing request is included if, in the future, GRU decides to use Pole Restoration Techniques. Trussing, if used for wood distribution poles, will be performed in accordance with the NESC Restoration Factor: Rule 250B. Trusses will be used based on height class and minimum pole circumference.

TRUSS RATED/REQUIRED STEEL STRENGTH IN FOOT POUNDS (FT/LBS)

A) 19,900 FT/LBS	\$ <u>525.94</u>
B) 37,200 FT/LBS	\$ <u>583.22</u>
C) 49,600 FT/LBS	\$ <u>648.59</u>
D) 56,400 FT/LBS	\$ <u>660.14</u>
E) 71,700 FT/LBS	\$ <u>745.70</u>
F) 76,900 FT/LBS	\$ <u>776.65</u>
G) 94,900 FT/LBS	\$ <u>800.68</u>
H) 112,200 FT/LBS	\$ <u>857.24</u>
I) 129,400 FT/LBS	\$ <u>891.07</u>
J) 152,600 FT/LBS	\$ <u>939.63</u>
K) 170,200 FT/LBS	\$ <u>1,023.42</u>
L) 191,800 FT/LBS	\$ <u>1,100.02</u>
M) 211,100 FT/LBS	\$ <u>1,125.56</u>
N) 224,400 FT/LBS	\$ <u>1,285.88</u>
O) 258,800 FT/LBS	\$ <u>1,336.60</u>
P) 305,200 FT/LBS	\$ <u>1,409.47</u>
Q) 340,400 FT/LBS	\$ <u>1,535.12</u>
R) 383,600 FT/LBS	\$ <u>1,650.03</u>

OTHER OPTIONAL ITEMS USED WHEN TRUSSING

S) Paint truss \$ N/C

T) Cover Caps	\$ <u>N/C</u>
U) Underground Cable Excavate	\$ <u>N/C</u>
V) Concrete Repair	\$ <u>N/C</u>
W) Risers	\$ <u>N/C</u>
X) Visual Inspection	\$ <u>N/C</u>
Y) Redrive Single Truss	\$ <u>392.36</u>
Z) Reband, Cap & Painting Previously Trussed Pole	\$ <u>161.22</u>

*Note: Osmose offers supplemental pricing for Y & Z above. These are activities that are typically included in a trussing program.

**Pricing Details:**

The following detailed descriptions are provided as support documentation for the Optional pricing items E through W.

E) Price includes reporting that CATV attachments exist on the pole. This activity will be performed during the pole inspection process for the price listed.

F) Price includes reporting that Phone attachments exist on the pole. This activity will be performed during the pole inspection process for the price listed.

G) Price includes reporting that Other attachments exist on the pole. This activity will be performed during the pole inspection process for the price listed.

G1) Price includes reporting the number of attachments by entities described in E – G above. The number of attachments will be calculated as outlined by GRU in the RFP & Addendum 1. This activity will be performed during the pole inspection process for the price listed.

G2) Price includes reporting the order in which the entities described in E-G above are attached to the pole from the ground toward the top of the pole. Per the GRU Addendum 1, the heights of each attachment will not be physically measured from the ground. This activity will be performed during the pole inspection process for the price listed.

For example:

- Position 1 would be the entity attached closest to the ground;
- Position 2 would be the entity attached above the entity in position 1;
- Position 3 would be the entity attached above the entity in position 2.

H) Price includes reporting that a Joint Use power supply is attached to a pole and which entity has made that attachment. This activity will be performed during the pole inspection process for the price listed.

I) Price includes reporting that a Joint Use pedestal is attached to a pole and which entity has made that attachment. This activity will be performed during the pole inspection process for the price listed.

J) Price includes reporting Joint Use code violations on each pole as outlined in the GRU Addendum 1. This activity will be performed during the pole inspection process for the price listed. Osmose will work with GRU to identify a pre-defined drop down list of code violations at the pole that are to be reported and included in the field data collection device. Osmose understands that code violations that may exist mid-span or at locations other than the pole are not included in this billable item.

K) Price includes reporting Joint Use attachments to the pole per GRU Addendum 1 which have not otherwise been reported in items E through J. This activity will be performed during the pole inspection process for the price listed.

L) Price includes a 10 mega-pixel digital image of reject poles to include the pole from the ground to the top of the pole or from the neutral attachment to the top of the pole, whichever is preferred by GRU. This activity will be performed during the pole inspection process for the price listed.



Osmose.

M) Price includes a 10 mega-pixel digital image of all poles inspected to include the pole from the ground to the top of the pole or from the neutral attachment to the top of the pole, whichever is preferred by GRU. This activity will be performed during the pole inspection process for the price listed.

N) Price includes a 10 mega-pixel digital image of poles with Joint Use attachments to include the pole from the ground to the top of the pole or from the lowest Joint Use attachment to the top of the pole, whichever is preferred by GRU. This activity will be performed during the pole inspection process for the price listed.

O) Price includes cutting vines at the base of the pole only. This activity will be performed during the pole inspection process for the price listed.

Q) Price includes the testing of selective ground wires (typically at equipment locations or lightning arrestor stations only) and reporting the ohm reading. This activity will be performed during the pole inspection process for the price listed.

R) Price includes the testing of all ground wires attached to a pole being inspected and reporting the ohm reading. This activity will be performed during the pole inspection process for the price listed.

S) Price includes the activity necessary to expose the anchor eye so the guy attachment can be inspected for corrosion. If corrosion or other defect is present it will be reported. This price does not include breaking up concrete, asphalt or other obstruction if anchor eye is located beneath such obstruction. This activity will be performed during the pole inspection process for the price listed.

T) Price includes the activity necessary to expose 6 to 8 inches of the anchor rod beneath the anchor eye to expose or identify corrosion on the anchor eye, anchor rod or guy attachment. If corrosion or other defect is present it will be reported. This price does not include breaking up concrete, asphalt or other obstruction if anchor eye is located beneath such obstruction. This activity will be performed during the pole inspection process for the price listed.

U) Price includes identifying and reporting ADA violations in sidewalks. ADA violation is defined as a sidewalk that does not have a 32 inch unobstructed path due to a GRU pole or anchor obstruction. This violation will be reported. This activity will be performed during the pole inspection process for the price listed.

V) Price includes reporting the measurement in inches of the ADA violation identified in billable item U. This activity will be performed during the pole inspection process for the price listed.

W) Price includes the delivery of inspection data to the web based Osmose Online program. It includes all functionality of the system as described in the Osmose Online sell sheet attached to this RFP. It includes unlimited access to the system by GRU employees. GRU may also grant access to Joint Use attachers for the purpose of sharing attachment data gathered during the pole inspection program. This price is charged per pole location included in the inspection program.

Z) Pricing includes the labor and materials for rebanding, recapping and repainting a previously trussed pole.

COPY

CONTRACT# ELE/16-055

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

THIS AGREEMENT is entered into this 7th, February, 2017 by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and OSMOSE UTILITIES SERVICES, INC. (EIN# 35-2175310), a Florida registered, foreign profit corporation organized in Delaware ("Vendor") located at 635 Highway 74 South, Peachtree City, Georgia 32069.

WITNESSETH:

WHEREAS

- A. City's purchasing policies and procedures provide for contracts with vendors pursuant to a "piggyback" procedure whereby the City contracts with vendors that were the successful competitive bidders and subsequently entered into an agreement with other governmental entities.
- B. City desires to enter into an agreement to provide wood pole inspection and groundline treatment without the necessity of a competitive bid.
- C. Vendor was the successful competitive proposer pursuant to Invitation to Bid No. 2016-038 with the City of Gainesville d/b/a Gainesville Regional Utilities for wood pole inspection and groundline treatment, and entered into a purchase agreement with the City of Gainesville on October 1, 2016.
- D. City now desires to contract with Vendor pursuant to the Piggyback Agreement between City of Gainesville and Vendor.

IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

- 1.1. *Agreement* – This Agreement, as it may from time to time be amended or modified pursuant to its terms and provisions.
 - 1.2. *Vendor* – Osmose Utilities Services, Inc., whose mailing address is 635 Highway 74 South, Peachtree City, Georgia, 30269.
 - 1.3. *City* – City of Ocala, a Florida municipal corporation, whose mailing address is 110 SE Watula Avenue, Ocala, Florida 34471, and whose fax number is 352-690-2025.
 - 1.4. *Piggyback Agreement* – The Agreement between City of Gainesville and Osmose Utilities Services, Inc. for Wood Pole Inspection and Groundline Treatment dated October 1, 2016 as shown in **Exhibit A**.
 - 1.5. *Pricing* – The price the City will pay is set forth in **Exhibit B**.
2. **Piggyback Agreement.** Subject to the terms of this Agreement that modify the Piggyback Agreement, Vendor agrees to provide to City, and City agrees to procure on an as-needed basis from Vendor, the services set forth in the Vendor's submitted bid proposal using the pricing shown above.
 3. **Purchase Price.** The prices set forth in the Vendor's submitted price proposal (**Exhibit B**) are effective from **February 7, 2017** to **September 30, 2017**. The annual contract expenditure for services shall not exceed **\$200,000 (TWO HUNDRED THOUSAND DOLLARS)**. A Contract year runs from October to 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) or the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

4. **Term and Termination.** The term of this Agreement shall begin on February 7, 2017 and continue until September 30, 2020 or unless otherwise terminated as set forth herein. This agreement may be renewed for up to two additional, two (2) year periods subject to written agreement of both parties.
5. **Specific Amendments to Piggyback Agreement.** The Piggyback Agreement is amended by this Agreement where there are differences. References to City of "Gainesville", "Gainesville Regional Utilities"; "GRU", shall be replaced in all instances with "City of Ocala", and "City," and "Contractor" shall be replaced with "Vendor," along with the specific modifications set forth as follows:

A. Bill To is hereby amended as follows:

Mail Invoice To: City of Ocala Utility Services
1805 NE 30th Ave., Bldg. 400
Ocala, FL 34470

Project Manager: Robert Rotella
rrotella@ocalafl.org

- B. All references to "Contractor" will be replaced with "Vendor."
- C. Section 7 (1) Venue shall be changed to Marion County, Florida.
- D. Attachment 2, Section 6, is struck from this Agreement.
- E. Attachment 2, Section 20 shall read: The Work will be performed throughout the City of Ocala's service territory in Marion County, Florida.
- F. Attachment 2, Section 23, Worker's Compensation (c): Employer's Liability shall be \$1,000,000 per accident, \$1,000,000 disease policy limit, and \$1,000,000 disease, each employee.

G. Attachment 2, Section 25.2, "Sanitation," is struck in its entirety from this Agreement.

H. Attachment 2, Section 26, "Living Wage Ordinance," is struck in its entirety from this Agreement.

6. **Independent Contractor Status.** City expressly acknowledges the Vendor is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
7. **Indemnity.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the Vendor's negligence including, without limitation, harm or personal injury to third persons during the term of this Agreement.
8. **Relationship of Parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Vendor in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Vendor, as City is and shall remain an independent contractor by reason of this Agreement.
9. **Default.** This Agreement is critical to the City and the City reserves the right to immediately cancel or annul either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be considered to be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:
 - 9.1. The Vendor provides material that does not meet the specifications of the Agreement;

- 9.2. The Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
- 9.3. The Vendor fails to complete the work required or furnish the materials required within the time stipulated in the Agreement; and
- 9.4. The Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

- 10. **Remedies/Opportunity to Cure.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue any and all remedies available at law or equity, including termination of this agreement without further notice and all rights of vendor hereunder. Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.
- 11. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

12. **Force Majeure.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire loss of or failure to obtain permits, unavailability of labor, materials, fuel, or services; court orders; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
13. **Assignment.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
14. **Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.
15. **Termination for Convenience.** City may at any time and for any reason terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Vendor as permitted by the contract and approved by City.
16. **Non Exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
17. **Severability of Illegal Provisions.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should

any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

18. **Non-Discriminatory Employment Practices.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
19. **Public Entity Crimes.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for 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 or 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.
20. **Notice.**
 - 20.1. All notices, certifications or communications required by this Agreement 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:

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

If to City of Ocala:

Tiffany Kimball, Director of Contracts
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan
Gilligan, Gooding & Franjola, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

21. **Attorneys' Fees.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall

include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

22. **Jury Waiver.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
23. **Litigation.** In the event of any litigation between the parties arising out of this contract, the prevailing party shall be reimbursed by the other party for all attorneys' fees so incurred. Venue for any such litigation shall be Marion County, Florida. The entire agreement shall be governed by the laws of the State of Florida.
24. **Governing Law.** This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
25. **Jurisdiction and Venue.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives

any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

26. **Reference to Parties.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
27. **Mutuality of Negotiation.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party as a result of that party having been more involved in the drafting of the Agreement.
28. **Amendment.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
29. **Section Headings.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
30. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
31. **Rights of Third Parties.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
32. **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 agreement. Further, a duplicate or copy of the agreement that contains a

duplicated or non-original signature will be treated the same as an original, signed copy of this original agreement for all purposes.

33. **Entire Agreement.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
34. **Contract Documents.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below.

Exhibit A – City of Gainesville Contract #2016-038 (A-1 through A-23)

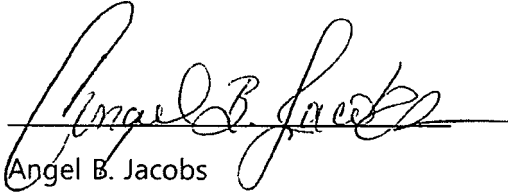
Exhibit B – Price Proposal (B-1 through B-6)

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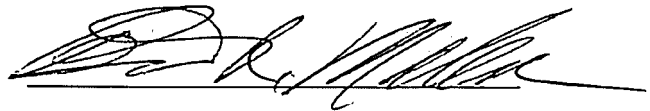
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA


Angel B. Jacobs

City Clerk

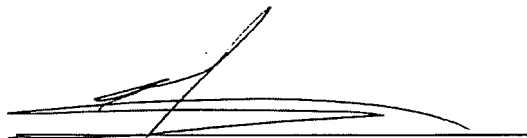


Brent R. Malever

City Council President

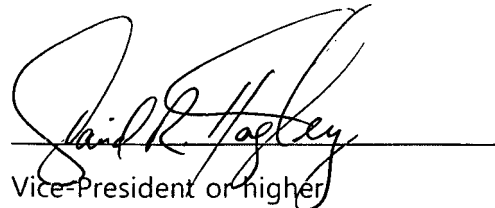
Approved as to form and legality:

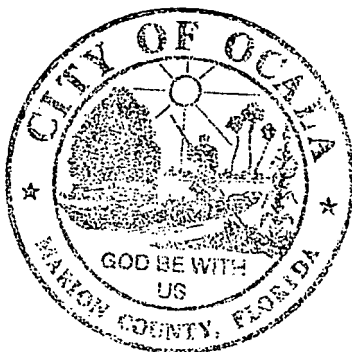
OSMOSE UTILITIES SERVICES, INC.



Patrick G. Gilligan

City Attorney


Vice-President or higher



ACCEPTED BY CITY COUNCIL

February 7, 2017

DATE

OFFICE OF THE CITY CLERK

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

**CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a
GAINESVILLE REGIONAL UTILITIES, AND OSMOSE UTILITIES SERVICES, INC.
FOR
WOOD POLE INSPECTION AND GROUNDLINE TREATMENT**

THIS CONTRACT is made and entered into with an effective date of October 1, 2016, by and between the **CITY OF GAINESVILLE**, a Florida municipal corporation, **d/b/a GAINESVILLE REGIONAL UTILITIES** ("GRU"), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601 and **OSMOSE UTILITIES SERVICES, INC.** ("CONTRACTOR"), a Delaware corporation authorized to do business in Florida, with its principal place of business at 635 Highway 74 South, Peachtree City, Georgia 30269, individually referred to as Party or collectively as Parties.

WHEREAS, GRU requires wood pole inspection and groundline treatment services; and

WHEREAS, GRU issued a Solicitation and Addendum No. 1 on July 15 and 26th, 2016 respectively, for wood pole inspection and groundline treatment services; and

WHEREAS, Osmose Utilities Services, Inc. submitted a Response dated August 9, 2016, to provide wood pole inspection and groundline treatment services; and

WHEREAS, GRU desires to enter into a Contract with CONTRACTOR for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. **CONTRACTOR** shall provide wood pole inspection and groundline treatment services as detailed herein.
2. **Compensation.**
 - 2.1 GRU shall pay **CONTRACTOR** for the faithful performance of this Contract as detailed in Attachment 4 – Pricing Response Form, attached hereto and made a part hereof as if fully set forth herein.
 - 2.2 Adjustments to the compensation may be requested by **CONTRACTOR** at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year.
 CONTRACTOR shall provide documentation for any such price increase and the price increase shall not exceed the Consumer's Price Index (CPI) or the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.
3. **Term of Contract.**

The term of this Contract shall be four (4) years, commencing on October 1, 2016 and terminating on September 30, 2020. This Contract may be extended for two (2) additional two-year periods, upon mutual agreement of the Parties. Beyond the extensions described above. This Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

[Remainder of page intentionally left blank]

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original contract.

OSMOSE UTILITIES SERVICES, INC

BY: _____

David R. Hagley
Sr. Vice President

**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: _____

Gary Baysinger
Acting Energy Delivery Officer

Approved as to form and legality:

Shayla L. McNeill 9/14/16

Shayla L. McNeill
Utilities Attorney

Utilities Purchasing Representative:

Elizabeth L. Mattke
Elizabeth L. Mattke, C.P.M., CPPO
Sr. Buyer

ATTACHMENTS:

- Attachment 1 – General Terms and Conditions
- Attachment 2 – Special Conditions
- Attachment 3 – Technical Specifications
- Attachment 4 – Pricing Response Form

ATTACHMENT 1
GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

- Agreement: "Contract" and "Agreement" are synonymous.
- Completion Date: The date by which the Work is required to be completed.
- Notice to Proceed: A notice issued to the selected Respondent that authorizes the Work to commence on the stated date.
- Term of Agreement: Duration of the Contract.
- Work: Activity involving mental or physical effort done in order to achieve a purpose or result requested in the scope.

2.0 COMPLIANCE WITH REFERENCED SPECIFICATIONS.

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

3.0 CHANGE ORDERS.

GRU shall pay CONTRACTOR for the Work at the price[s] stated in this Contract. No additional payment will be made to CONTRACTOR except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if (1) made in writing, (2) signed by the authorized representative(s), and (3) accepted by CONTRACTOR. Such change shall include the following: change orders that constitute changes (1) the general scope of Work, (2) the schedule, (3) administrative procedures not affecting the conditions of the Contract, or (4) the Contract price.

4.0 NOTICES.

Notices to CONTRACTOR shall be deemed to have been properly sent when electronically or physically delivered to CONTRACTOR. Notices to GRU are deemed to have been properly sent when delivered to Utilities Purchasing, 301 SE 4th Avenue, Gainesville, Florida 32601 or e-mailed to purchasing@gru.com and GRU acknowledges receipt of the email.

5.0 PAYMENT.

- 5.1 Invoicing.
CONTRACTOR is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32164-7118 or faxed to 352-334-2964 or e-mailed to accountspayable@gru.com.
- 5.2 Required Information.
CONTRACTOR's itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information.
- 5.3 Payment Terms.
Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. CONTRACTOR shall not submit more than one invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

5.4 Lien Release.

Before the final acceptance of the Work and payment by GRU, CONTRACTOR shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to CONTRACTOR under this Contract until the liability has been discharged.

5.5 Final Payment/Acceptance.

The acceptance by CONTRACTOR of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which CONTRACTOR, its successors or assigns have or may have against GRU under the provisions of this Contract.

6.0 COMPLIANCE WITH LAWS AND REGULATIONS.

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. CONTRACTOR is responsible for taking all precautions necessary to protect life and property.

7.0 GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL.

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that CONTRACTOR agrees to indemnify GRU as described above in Section 5, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

8.0 SOVEREIGN IMMUNITY.

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to *Section 768.28 Florida Statutes*.

9.0 SEVERABILITY.

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

10.0 ASSIGNMENT.

GRU or CONTRACTOR shall not assign, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

11.0 AUDIT OF RECORDS.

CONTRACTOR shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

12.0 NONEXCLUSIVE REMEDIES.

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

13.0 ADVERTISING.

CONTRACTOR shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU or the City as a reference, or otherwise linking CONTRACTOR's name and either a description of the Contract or the name of the City or GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

14.0 MODIFICATION OF TERMS.

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or CONTRACTOR. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto CONTRACTOR's order or fiscal forms or any other documents forwarded by CONTRACTOR for payment. An acceptance of product or processing of documentation on forms furnished by CONTRACTOR for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

15.0 WAIVER.

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

16.0 DISCLOSURE, CONFIDENTIALITY, AND PUBLIC RECORDS.

- 16.1 "Confidential Information" includes, to the extent such information is defined pursuant to Sections 119.07 and 812.081, *Florida Statutes*, as trade secrets, confidential, or otherwise exempt from the Florida Public Records Law. "Confidential Information" that is marked as "confidential" upon receipt, may include, but not limited to, certain information about GRU's operations, specifications, formulas, codes, software, hardware, intellectual properties, and other confidential and proprietary information belonging to GRU, Work Product (as defined below) or technical documentation, prepared, developed, or obtained by GRU, CONTRACTOR, or any of GRU's or CONTRACTOR's agents, representatives, or employees.
- 16.2 "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.
- 16.3 Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with GRU, Contractor shall:
 - 16.3.1. Keep and maintain public records required by GRU to perform the service.
 - 16.3.2. Upon request from GRU's custodian of public records, provide GRU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 16.3.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to GRU.
 - 16.3.4. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to

perform the service. If the contractor transfers all public records to GRU upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

- 16.3.5 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU PURCHASING REPRESENTATIVE USING THE CONTACT INFORMATION PROVIDED IN THIS CONTRACT OR CONTACT THE PURCHASING DEPARTMENT AT (352) 393-1240 OR PURCHASING@GRU.COM.**

17.0 SALES TAX.

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at www.gru.com.

**ATTACHMENT 2
SUPPLEMENTAL CONDITIONS**

These Supplemental Conditions amend or supplement this Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Conditions.

1.0 CONDUCT OF THE WORK.

CONTRACTOR shall be considered an independent CONTRACTOR and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the performance of this Contract. CONTRACTOR will assign only competent and skilled workers to perform the Work. All of CONTRACTOR's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under CONTRACTOR's sole direction, supervision and control at all times and in all places. CONTRACTOR's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. CONTRACTOR and its employees cannot represent, act, or be deemed to be an agent or employee of GRU.

2.0 CONTRACTOR RESPONSIBILITIES.**2.1 Performance.**

CONTRACTOR shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, CONTRACTOR has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

2.2 Project Related Requirements.

CONTRACTOR is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by CONTRACTOR and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

3.0 COOPERATION/COORDINATION.**3.1 Access to Work Site.**

GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

3.2 Work by GRU.

GRU reserves the right to perform activities in the area where the Work is being performed by CONTRACTOR.

3.3 Work by Other Contractors.

GRU reserves the right to permit other Contractors to perform work within the same work area. CONTRACTOR shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

3.4 Coordination.

CONTRACTOR shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. CONTRACTOR will afford GRU and other Contractors' reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

4.0 INDEMNIFICATION.

- 4.1 Pursuant to Section 725.08, Florida Statutes, this Agreement qualifies as a professional services contract and CONTRACTOR qualifies as a design professional. Notwithstanding the provisions of Section 725.06, Florida Statutes, CONTRACTOR agrees to indemnify and hold harmless GRU, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the design professional and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.
- 4.2 CONTRACTOR represents and warrants that CONTRACTOR shall not infringe a trademark, copyright, patent, trade secret or any such intellectual property right in the performance of this Agreement. In the event of an infringement suit related to or resulting from this Agreement, CONTRACTOR represents and warrants that GRU will not be liable for any damages or royalties if applicable.

5.0 DAMAGE TO WORK.

Until final acceptance of the Work by GRU, Work will be under the charge and care of CONTRACTOR who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. CONTRACTOR will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at CONTRACTOR's own risk. CONTRACTOR is not relieved of a requirement of the specifications on the plea of error.

6.0 DISPUTES.

If a dispute arises out of or relates to this Contract, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after giving of notice. If the dispute is not resolved within thirty (30) business days after giving notice, or such later date as may be mutually agreed, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

If the dispute requires arbitration, the dispute will be submitted to and finally resolved by arbitration under the Rules of the AAA. The location of the arbitration will be Alachua County, Florida or a mutually agreeable location. The decision of the arbitrator will be final and binding upon both Parties, and neither Party will seek recourse to a law court or other authority to appeal for revisions of the decision.

7.0 DELAY.

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be CONTRACTOR's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or CONTRACTOR elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then CONTRACTOR's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contract. CONTRACTOR is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

8.0 DEFAULT.

If CONTRACTOR should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for CONTRACTOR, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if CONTRACTOR should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to CONTRACTOR of its intent to terminate and such default should continue unremedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. CONTRACTOR will be liable to GRU for any damages resulting from such default.

9.0 TERMINATION.**9.1 Termination for Convenience.**

GRU may, by providing thirty (30) calendar days written notice to CONTRACTOR, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, CONTRACTOR shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay CONTRACTOR for goods and services accepted as of the date of termination, and for CONTRACTOR's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

9.2 Termination for Cause (Cancellation).

GRU may terminate this Contract for cause if CONTRACTOR materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) refusing, failing or being unable to make prompt payment to subcontractors or suppliers;
- (d) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;
- (e) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or
- (f) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and CONTRACTOR.

9.3 Funding out Clause.

If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing CONTRACTOR with thirty (30) calendar days written notice to CONTRACTOR.

10.0 FORCE MAJEURE.

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

11.0 LIMITATION OF GRU'S LIABILITY.

To the fullest extent permitted by law, GRU shall not be liable to CONTRACTOR for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

12.0 CONTRACTOR REQUIREMENTS.

12.1 Company shall have a minimum of 5 years of experience in pole inspection work.

12.2 Company must have a safety program in place.

12.3 Company must have the ability to calculate residual strength in relationship to the direction of strain on pole through proven pole strength analysis software.

13.0 PERMITS.

(none currently required)

14.0 AUTHORIZED REPRESENTATIVES.

14.1 The Purchasing Representative for this Contract is Elizabeth Mattke, Senior Buyer, and may be contacted at (352) 393-1252, via facsimile at (352) 334-2989, or via email at mattkeel@gru.com.

14.2 The Project Representative for this Contract is Joe Wolf, Utility Forester, and may be contacted at (352) 339-6616, or via email at wolfpj@gru.com.

14.3 The CONTRACTOR'S Representative for this Contract is Kris Anguilli, Director – Business Development, and may be contacted at (813) 310-7653, or via email at kanguilli@osmose.com.

15.0 WORK HOURS.

GRU normal business hours are Monday through Friday 8:00 AM to 5:00 PM. CONTRACTOR may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

16.0 PERFORMANCE TIME.

This project must be completed by mutually agreeable date prior to the end of the fiscal year (September 30th).

17.0 LIQUIDATED DAMAGES.

Liquidated damages shall not be assessed.

18.0 COMPLETION OF WORK.

- 18.1 Substantial Completion: The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 18.2 Final Completion: The date that GRU receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

19.0 DELIVERY.

All materials and equipment shall be delivered F.O.B. Destination, freight included.

20.0 JOB SITE.

The Work shall be performed throughout GRU's service territory located primarily in Alachua County, Florida.

21.0 BONDS.

Bonds are not required for this Solicitation.

22.0 INSURANCE.

CONTRACTOR shall meet the minimum insurance requirements at all times as required by law and GRU. CONTRACTOR shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. CONTRACTOR shall procure and maintain insurance with coverage amounts as required. CONTRACTOR must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

23.0 MINIMUM INSURANCE AMOUNTS REQUIRED.

Insurance is required in the amounts set forth below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage
Worker's Compensation:	
(a) State	Statutory
(b) Applicable Federal	Statutory
(c) Employer's Liability	\$500,000 per Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
Excess Liability	\$1,000,000

24.0 WARRANTY/GUARANTEE.

- 24.1 CONTRACTOR warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. CONTRACTOR agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period. No provision contained in the Specifications shall be interpreted to limit CONTRACTOR 's liability for defects.
- 24.2 No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and CONTRACTOR will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. CONTRACTOR must indicate if any warranty is being provided by either CONTRACTOR or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, CONTRACTOR must provide such warranty to GRU or must state as a Clarification and Exception the reason CONTRACTOR is not able to provide such warranty.
- 24.3 All labor shall be warranted for a minimum of one year. For materials, the Manufacturer's warranty applies.

25.0 SAFETY AND SECURITY.

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested.

- 25.1 **Confinement to Work Area/Parking.**
CONTRACTOR's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. CONTRACTOR and its employees shall park personal vehicles and equipment in areas designated by GRU.
- 25.2 **Sanitation.**
If sanitary facilities are available near the work site, CONTRACTOR may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, CONTRACTOR is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by CONTRACTOR. If responsible for providing sanitary facilities, CONTRACTOR is also responsible for all labor and supplies necessary to maintain such facilities and must comply with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.

26.0 LIVING WAGE ORDINANCE.

The Living Wage Ordinance applies to this Solicitation. The ordinance can be found at www.cityofgainesville.org. The Living Wage Decision Tree is attached.

The Living Wage ordinance, Ordinance 020663, as amended by Ordinance 030168, as shown on the City of Gainesville's web page, applies to certain contracts for specific "Covered Services," and may include services purchased under this Contract, depending upon the cost/price of the contract awarded. A copy of the ordinance, as amended, will be attached to and made a part of the executed contract. Responders should consider the effect/cost of compliance, if any, with the requirements of the Living Wage Ordinance if the contract amount exceeds the threshold amount, the Respondent meets the definition of Service CONTRACTOR/Subcontractor (and is not otherwise excluded from the application of the ordinance) and the ordinance provisions, which are incorporated herein, apply to any Covered Employees.

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

If applicable, the adjusted Living Wage for this contract will be \$11.6827 per hour (Living Wage with Health Benefits) or \$12.93 per hour if Health Benefits are not offered.

If applicable, a successful Service CONTRACTOR/Subcontractor shall be required to execute the certification, attached hereto, prior to GRU executing the Contract. Once executed, such certification will become a part of this Contract; however, failure to sign such certification will prevent execution of the Contract, may result in forfeiture of any applicable solicitation or proposal bond, and could result in other adverse action.

During the performance of this Contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize GRU to withhold payment of funds until the living wage requirements have been met.
- (2) The CONTRACTOR will include the provision of (1) above in each subcontract for Covered Services with a Service CONTRACTOR/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service CONTRACTOR/Subcontractor. The CONTRACTOR will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, GRU shall not be deemed a necessary or indispensable party in any litigation between the CONTRACTOR and a subcontractor concerning compliance with living wage requirements.

27.0 WARRANTY OF TITLE.

CONTRACTOR warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

28.0 NERC CIP COMPLIANCE REQUIREMENTS.

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

29.0 ORDER OF PRECEDENCE.

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:

- a. Any written modification to this Contract
- b. Contract
- c. GRU Technical Specifications
- e. GRU Supplemental Conditions
- f. GRU General Conditions
- g. GRU Instructions
- h. CONTRACTOR Response

Attachment 2 – Supplemental Conditions Page | 7

ATTACHMENT 3
TECHNICAL SPECIFICATIONS

1.0 SCOPE

The provisions contained in this section are intended to be read in conjunction with, to supplement, or to modify Proposal Specifications and, in case of any conflict with such sections, the intent of any and all Technical Specifications shall govern.

2.0 DETAILED DESCRIPTION OF THE WORK

The furnishing of all labor, materials, and equipment necessary for the completion of Inspection and Groundline Treatment of Wood Poles in service on the Gainesville Regional Utilities' overhead electric transmission and distribution system in accordance with the following specifications:

3.0 ORDER AND DETERMINATION OF THE WORK

- 3.1 All work to be performed shall be initiated by GRU. A pre-construction meeting shall be scheduled prior to the start of the work, at which time GRU's inspector and supervisor shall meet with the successful contractor's supervisor and designated foreman.
- 3.2 GRU staff estimates that approximately 3000 – 4000 wood poles per year in predetermined geographic regions of the GRU service area will be treated annually. GRU uses an 8 year inspection cycle based on our location in Decay Zone #5. GRU bases their inspection program on the United States Department of Agriculture Rural Services Bulletin 1730B-121 titled "Wood Pole Inspection and Maintenance"
 - 3.2.1 GRU's treatment and inspection cycle begins after the 10th year the pole is in the ground, at which time it shall be inspected and treated in accordance with these specifications. [Example: a pole installed in 2006 begins the inspection cycle in 2017, its 11th year in the ground.]
 - 3.2.2 Only poles identified for treatment on GRU provided maps with birthmarks of 10 years or newer shall be visually inspected and reported.
 - 3.2.3 All wood poles which are less than 10 years old do not require treatment. Age determination shall be based on the poles birth mark.
 - 3.2.4 Poles determined to be reinforceable in accordance with these specifications shall be reviewed by GRU prior to being reinforced by the Contractor.

4.0 CONTRACTOR REQUIREMENTS

- 4.1 The Contractor shall furnish all supervision, labor, tools, equipment, report forms, transportation and material necessary for the inspection and treatment of Owner's poles as identified. GRU will supply maps electronically showing locations of poles which are the subjects for inspection and/or treatment prior to work commencing.
- 4.2 The Contractor is required to have a minimum of 5 years in the in-service pole inspection and treatment business. The Contractor must have documented policies conforming to EPA, OSHA, and DOT regulations which must include a Safety Manual, Pesticide Training Manual and Test, standards for safe storage of preservatives on vehicles,

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

operating policies for Contractor's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment.

- 4.3 Contractor shall provide a means which is satisfactory to Owner for field personnel to quickly contact GRU to inform them of important items, such as; damaged utilities, property damage and or priority poles.
- 4.4 Upon recommendation of award, the successful Bidder must provide the following listed documentation/information.
 - 4.4.1 Contractor's policies for conforming to EPA, OSHA and DOT regulations.
 - 4.4.2 Information must include, at minimum, the following information: Safety Manual, Pesticide Training Manual and test used by Contractor, Standards for safe storage of preservatives on vehicles, Labels and Material Safety Data Sheets for all preservatives, and all operating policies for Contractor's personnel to handle preservatives and disposing of empty containers used for pole treatment.
 - 4.4.3 A proposed work schedule outlining the number of crews to perform the work along with proposed commencement and completion dates.
 - 4.4.4 A sample report detailing information in accordance with Section 14.9 of these technical specifications.
- 4.5 If products specified for treatment are no longer commercially available, or if alternative materials are available, Contractor can make recommendations with supporting documentation to GRU for consideration.

5.0 PERSONNEL QUALIFICATIONS

- 5.1 Professional in-service Inspection and Groundline treatment pole inspectors must perform all pole inspections and treatments. Inspectors must be trained and experienced (minimum one year) in the inspection and treatment of in-service wood poles. GRU reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results and are subject to approval by GRU before awarding the contract or at any time thereafter. Failure to maintain an adequately trained inspector will result in payment being withheld by GRU in the area being inspected.
- 5.2 Supervision of pole inspection and treatment shall be performed by supervisors with at least two years of field experience in in-service pole inspection and treatment.
- 5.3 Personnel not specifically qualified to inspect and treat in-service poles as outlined above shall not be transferred to work as pole inspectors from other contractual work.

6.0 WORKMANSHIP AND DAMAGES

- 6.1 All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable Federal and State regulations. The Contractor shall at all times exercise care to prevent injury to any persons and to prevent damage to any property during performance of the work.
- 6.2 GRU considers work not in accordance with this specification or work not in accordance with State or Federal regulations, or unskilled or careless work to be sufficient reason to order the Contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of GRU. Further, GRU reserves the right to require the

Attachment 3 – Technical Specifications Page | 2

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

Contractor to replace any worker before work is allowed to continue. If not satisfied, GRU will consider this to be just cause for termination of the contract.

- 6.3 Any damages, real or personal, off the right-of-way arising directly from the performance of the work specified herein, or any damages on the right-of-way as a result of negligent operations, shall be settled promptly by the Contractor. **Contractor will notify GRU immediately of any damage to our or a customer's facilities.**
- 6.4 GRU reserves the right to bill Contractor for time and materials for any unreported damage to GRU infrastructure as a result of negligent operations.

7.0 QUALITY CONTROL

- 7.1 A quality control inspection shall be performed for each time period of not less than one week's previous work. The quality control will be conducted with the Contractor's supervisor and GRU's representative. The quality control inspection shall consist of the complete re-inspection of those poles selected by GRU's representative to compare the results shown on the pole report inspection sheets with those existing in the field. The re-inspection shall include, but not be limited to, the re-excavation and re-treatment and re-wrapping of those poles that were inspected below Groundline. Contractor's cost of said retreatments shall be borne by the Contractor. At least three (3) poles but no more than ten percent (10%) of the total poles treated since the last quality control check will be selected for each quality control check. Such poles will be selected at random by GRU's representative. GRU shall be issued a copy of the quality control field report.
- 7.2 Discrepancies and Corrective Action: Any errors will be brought to the attention of the Contractor. Corrective action, satisfactory to GRU, must be taken by the Contractor to correct the error before the next quality control check. The corrective action may include, but not be limited to re-working each pole back to the previous quality control checkpoint at no cost to GRU.

8.0 DEFINITIONS FOR INSPECTION AND TREATMENT

- 8.1 Reported Pole (Visual Inspection): A reported pole is a pole from 1-9 years old which GRU desires only information from visual inspection, or any pole that is judged to be unserviceable prior to excavation.
- 8.2 Sounding and Boring: Poles shall be sounded with a hammer from either Groundline or above Groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall bore pole at least once to detect interior decay. If it is present, pole shall be bored a sufficient number of times to determine location and extent of decay. Bored holes shall be filled with treated wood dowels.
- 8.3 Groundline Treated Pole: A Groundline treated pole is a pole designated by Owner which, upon inspection, is found to be a candidate for external preservative treatment, provided enough sound wood remains.
- 8.4 Rejected Pole: A rejected pole is a pole designated by GRU which, upon inspection, is found deteriorated below the required minimum as indicated on circumference table approved by GRU. Includes regular reporting, sounding and boring. Rejected poles shall be tagged so that they are clearly identifiable.
- 8.5 Reinforceable Pole: Pole able to be reinforced with a single steel reinforcer.

- 8.6 Private Property: A pole which is not able to be accessed by personnel due to physical/legal barriers or prohibitions, or private property fifty (50) feet from the work vehicle.
- 8.7 Internal Treatment: Contractor's EPA approved insecticide and preservative solution is applied internally under 60 PSI minimum pressure to any chambers and internal decay voids that constitute a size of 1" or larger.
- 8.8 Fumigant Treatment: Application of EPA approved fumigant containing Mitc-Fume (97% Methylothiocyanate, 3% inert ingredients) or approved equivalent.
- 8.9 Priority Pole: A pole that is in need of immediate replacement; usually has average shell of one inch or less. Priority poles are to be reported to GRU as soon as possible and in no case more than 24 hours from inspection. Priority poles shall have two tags on the pole indicating a priority situation.
- 8.10 Excavation of pole with underground cable attached: A pole with an underground cable attached. This condition may require removal and reinstallation of the underground cable from the pole surface.

9.0 GENERAL PRECAUTIONS, RESTRICTIONS AND REQUIREMENTS FOR PRESERVATIVE APPLICATION

9.1 GENERAL RESTRICTIONS AND REQUIREMENTS

- 9.1.1 All preservatives shall be handled and applied in a manner that will prevent damage to vegetation and property. Only preservatives registered by the EPA and State Department of Agriculture as appropriate and for the intended use will be considered for approval by GRU.
- 9.1.2 The Contractor shall apply no preservatives where a pole is located in a vegetable garden or within 10 feet of a stream or standing water body, or well.
- 9.1.3 Any container in which a preservative is stored shall be securely locked or bolted to vehicles on the right-of-way and kept locked when unattended. Empty preservative containers shall be removed from the right-of-way and kept in a locked compartment until disposed of. Disposal of preservatives and their containers shall be in accordance with the rules and regulations of all appropriate Federal and State agencies. Contractor must have MSDA sheets with the vehicle containing the chemicals.

9.2 PESTICIDE LICENSING AND REPORTING REQUIREMENTS

- 9.2.1 The Contractor shall be a certified commercial pesticide business for the preservative application set forth under this contract, and shall have each crew supervised by a full time Supervisor who is licensed and certified by the State of Florida. The contractor shall be responsible for the accurate recording and submitting of all pesticide usage forms required by the various pesticide regulatory agencies and for meeting all applicable Federal and State rules and regulations.
- 9.2.2 The contractor is required to have in his possession copies of the preservative labels of all the preservatives, insecticides and fumigants being used. The labels shall list the preservative composition, description, directions for use, precautionary statements, warnings, environmental hazards, practical treatments, storage and disposal instructions and any other relevant information

about the preservatives used. Upon request, the labels must be shown to anyone desiring this information.

9.3 SPILL PREVENTION

9.3.1 Preservative spills shall be immediately cleaned up in a manner consistent with label restrictions, Federal and State regulations, and acceptable environmental procedures.

9.3.2 The Contractor shall provide each crew with a spill kit containing sufficient materials for cleaning up and neutralizing potential spills of liquid preservatives. The spill kit shall consist of, but not be limited to, the following materials: absorption material (such as sawdust or oil dry) baking soda or laundry detergent, ammonia (undiluted) and trash bags for disposal of waste.

9.4 PROPER EQUIPMENT

The contractor shall provide each crew with the following approved EPA equipment: Goggles, sleeves, non-permeable gloves and aprons, hard hats and a change of clothing.

9.5 PESTICIDE TRAINING

9.5.1 Each pole inspector or foreman shall be required to pass a pesticide training program which addresses biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal and transport of pesticides, product labels and material safety data sheets, emergency procedures for pesticide spills, etc. The Contractor Pesticide Training Program is to be in addition to state requirements for applicator licensing.

9.5.2 The Contractor shall provide to its employees a hazard communication program which addresses the purpose of using pesticides, material safety data sheets and product labels, protective safety equipment and clothing and product information. A safety manual and program is to be provided and utilized by the Contractor and its employees.

10.0 INSPECTION

10.1 **PREPARATION-** When work is to be done in close proximity to a home, the Property Owner should be notified as to what is being accomplished. Brush will be removed from around the pole to allow for proper excavation, inspection and/or treatment unless permission for removal is denied by the Property Owner. Denial will be indicated in the remark column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, provided the pole is serviceable. Contractor will not inspect or perform work on poles inaccessible by acts of God or by any causes beyond the control of contractor. Reason for the lack of inspection will be noted in the remarks column of the pole report. If the Property Owner is not available for access permission, the Contractor shall contact the Property Owner and arrange for access. GRU shall be notified of any abnormal problems securing access to properties.

10.2 **ABOVEGROUND INSPECTION-** A visual inspection of all poles shall be made from Groundline to the top of the pole. Any items requiring maintenance shall be noted on report sheet. If the pole is obviously not suited for continued service due to serious defects, it shall not be tested further but simply reported and marked on the inspection form as a reported reject.

- 10.3 EXCAVATION- All poles passing the above ground visual inspection shall be excavated to a depth of 18" below Groundline. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at 18" depth. For excavation in lawns, sod grass or gardens, care will be taken to keep surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes will be excavated to a minimum depth of 18" on both high and low sides. Tarpaulins or ground cloths shall be used at all times.
- 10.4 SOUNDING- Poles shall be sounded from as high as the inspector can reach to the exposed Groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.
- 10.5 BORING- Inspector shall bore pole with a 3/8" bit. Borehole shall be located at Groundline and should be drilled at a 45-degree angle to a depth of the centerline of the pole. Shell thickness indicator shall be used to detect the extent of the interior decay. If heart rot, enclosed decay, or pockets are evident in a pole, a minimum of five (5) borings will be taken to determine the size and extent of decay. Bored holes will be treated with tight-fitting treated wood dowels.
- 10.6 CHIPPING-All loose and decayed wood is to be removed from 18" below Groundline to 6" above Groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decay from the hole and surrounding ground and disposed of properly. Care should be taken not to remove good wood, as this will reduce the strength of the pole. The pole will be scraped using a check scraper to remove dirt from the treatment zone.

11.0 EVALUATION

- 11.1 Measure minimum circumference at or below Groundline wherever the least sound wood is present. Make adjustments in circumference to account for external and internal decay in accordance with a Pole Circumference Calculator. Check effective circumference against loading table approved by Owner. (Pole circumference calculator unless otherwise specified). Poles below minimum circumference shall be rejected, and so marked in the field and reported. Poles with a minimum shell equal to or greater than 2 inches shall be treated; poles with shell thickness less than the above-specified minimum shall be rejected. Poles with a minimum shell of 1 inch or 50% of original circumference or less shall be designated a "Priority Pole".
- 11.2 LOAD CALCULATION – A complete pole load assessment shall be done on all poles exceeding 60' in height that have multiple utilities attached to them. Load calculations shall determine remaining pole strength. Items to be considered when calculating pole load and remaining strength shall include: all attached electric infrastructure, all third party attachments, remaining pole circumference, pole condition including all pockets and voids, line of lead and any other items affecting pole load and strength.

12.0 TREATMENT

- 12.1 GENERAL- All poles 10 years or older and suitable shall be treated in accordance with "External Groundline Treatment". If internal decay is indicated, an appropriate solution shall be selected and applied.
- 12.2 PRESERVATIVE APPLICATION - All poles which are excavated, serviceable, and pass inspections are to be Groundline treated as follows:
Apply an approved percentage of active ingredients to the pole (a minimum thickness of 1/16" thick) from 18" below Groundline to 2" above Groundline. Liberally treat and fill all exposed pockets and checks using brush or trowel.

EXHIBIT A CONTRACT# ELE/16-055

GRU Contract #2016-038

Where obstructions occur such as fences, curbs, and walls, the preservative shall be applied in excessive amounts next to obstruction to insure complete coverage.

The treatment must be EPA approved and authorized for use by the GRU Project Representative for this Contract.

- 12.3 **WRAPPING OF EXTERNAL TREATMENT-** A moisture barrier is to be applied over the wood preservative. The moisture barrier shall cover preservative 18" depth and extend 2" above and below the treatment zone, for a total of 22" wide. It shall be of sufficient length to go around the pole with an overlap of approximately 4" and shall be stapled to the pole at the top and side seams of the barrier. Pasture wrap shall also be used in areas of livestock; it will be stapled to the top of the moisture barrier to act as an additional protective barrier. The mil thickness of the moisture barrier shall not be less than 4 mils thick.
- 12.4 **FUMIGANT TREATMENT-** Mitc-Fume (97 % Methylisothiocyanate, 3% Inert Ingredients), or approved equivalent compound shall be applied to all poles which are ten (10) years old or older, and meet one of the following criteria: pole cannot be excavated (i.e., poles in concrete, poles with primary voltage risers), pole cannot be 100% excavated due to obstructions, or incipient decay is present. Any equivalent compound must be approved by GRU. Contractor shall submit written documentation for GRU's sole use in determining if equivalent compound will be allowed.

12.4.1 First time Application of Mitc-Fume to poles shall adhere to the following criteria:

<u>Pole Circumference</u>	<u>Number of Holes Drilled</u>
30 to 35"	3 holes spaced 120 degrees apart and 6" to 8" higher than previously bored hole.
36 to 49"	4 holes spaced 90 degrees apart and 6" to 8" higher than the previously bored hole.
50"	5 holes spaced 70 degrees apart and 6" to 8" higher than the previously bored hole.
60"	6 holes spaced 60 degrees apart and 6" to 8" higher than the previously bored hole.

Bore 7/8" slanting holes to a minimum of 10" depth.
Using personal protective equipment, insert 1 vial into each hole.
Plug holes using 15/16 x 3" removable plug.

12.4.2 Poles due for reapplication of Mitc-Fume shall utilize previous application holes for treatment to preserve pole integrity.

- 12.5 **INTERNAL TREATMENT-** will be Copper Napthenate solution or Hollow Heart internal treatment solution. Poles containing decay pockets of 1" or larger shall be treated by pumping the preservative into the bottom hole drilled until preservative runs out the next higher hole. This hole is then plugged and additional preservative is pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of decayed area. For internal treatment, a 3/8" by 18" bit will be used to drill holes; all holes will be plugged with a 7/16" treated wood dowel. If ants are encountered in pole, sound the pole to locate top of ant chamber and drill enough holes to thoroughly treat wood and flood ant galleries.

Attachment 3 – Technical Specifications Page | 7

13.0 RESTORATION OF WORK SITE

- 13.1 **BACKFILLING** - After excavation and/or treatment, all poles will be solidly back filled. The first half of excavation will be back filled and tamped completely around the pole; the second half, back filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above the normal ground level to allow for settlement. In grass areas the sod shall be carefully placed around the pole. Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while back filling.
- 13.2 **CLEAN UP** - No debris, loose dirt, etc., is to be left in the pole area. Private property turf, including that between curb and sidewalk, bushes, and plants and shrubbery are to be replaced with care. If any preservative is spilled on the ground, it shall be cleaned up immediately. All containers shall be disposed of according to approved environmental practices.

14.0 POLE MARKING AND RECORDS

- 14.1 **TAGGING** – All treated poles shall be tagged showing the year treated and Contractor name.
- 14.1.1 All tags will be visible from the nearest access road or street. Rear lot poles will have tags applied so as to be inline with the poleline.
- 14.1.2 The Contractor's inspector will make a notation on his pole inspection and treatment report as to whether the pole can or cannot be reinforced. If the pole has top defects, this will be noted in the remarks column.
- 14.1.3 All rejected poles are to have one square reject tag placed on them at approximately 7 feet from Groundline.
- 14.1.4 Priority poles are to have two square reject tags one above the other at approximately 7 feet from Groundline.
- 14.1.5 The Contractor using an owner-supplied numbering kit shall reinstall missing pole identification numbers. Pole identification numbers shall be obtained from owner provided maps.
- 14.2 **DATA COLLECTION** - All information collected in the field shall be entered into a hand-held computer while in the field. All poles shall have a complete address indicating the location for follow up work.
- 14.3 **POLE INSPECTION DETAIL REPORTS**
- 14.3.1 A printed electronic mail report shall provide individual pole information for all poles inspected during the week by an individual Foreman. It shall be provided no more than one week after the work is performed. All information listed below shall be contained in this report. Reports shall be able to be accessed via on-line data link using a visual, map-based interface.
- 14.3.2 **Heading-** Each report sheet shall have the information listed below in the heading:
- Utility name & Division (where relevant)

GRU Contract #2016-038

Contractor name & Division (where relevant)

Foreman name

Supervisor name

Line/Map Number

Date of Work

Page Number

14.3.3 Body of Report-

Pole Number

Manufacturer/Type

Birthmark

Height/Class

Sound and bore

Original G/L Circumference

Effective G/L Circumference

Complete Address of each pole

14.3.4 Column Headings- Include the categories listed below.

Treat

Reject

Treated Reject

Company performing initial treatment

Last Year Treated

Decay This Cycle

Stencil

Underground Cables

Sound & Bore

Visual

Fumigant

Internal Treat

Repair Groundwire

Install Guy Marker

Private Property

Install pole tag

14.3.5 Remarks and Notes Section- should spell out words instead of abbreviating them. Remarks section should be capable of describing all decay conditions as well as maintenance items which should be noted.

14.4 WEEKLY INSPECTION AND TREATMENT SUMMARY- This printed report shall summarize an individual foreman's work for a specific week. It shall provide the total number, percentage and total cost by category as well as the average unit price. It shall be attached to each Pole Inspection Detail Report each week.

14.5 POLES NEEDING MAINTENANCE WORK- This printed report shall summarize poles needing maintenance work for an individual week. The report shall list the following information.

Map/Line Class

Pole Number

Maintenance required

Height

Complete address

14.6 POLES REJECTED SUMMARY- This printed report shall summarize all rejects found for an individual week, and will be attached to the Pole Inspection Detail Report. The report shall list the following information.

Line/Map

Pole Number

Location

Inspection Date

Manufacturer/Type

Birthmark

Type of treatment

Height

Class

Original G/L Circumference

Effective G/L Circumference

If reinforceable

- 14.7 **PRIORITY POLE SUMMARY-** This printed report shall summarize an individual weeks poles found which are considered to be dangerous. The report shall contain the same information as listed for REJECTED POLE SUMMARY above. It shall be attached to the appropriate POLE INSPECTION DETAIL REPORT each week.
- 14.8 **YEAR TO DATE INSPECTION AND TREATMENT SUMMARY-** This printed report shall provide companywide totals, percentages and cost of all repaired items, installations, inspection and treatment categories. The total contract expenditure as well as the average price per pole shall be calculated on this report. This report shall be provided on a weekly basis.
- 14.9 **COMPUTER MEDIA-** All data gathered during the job shall be supplied within two weeks of the job completion in an agreed upon electronic format.

15.0 **INVOICING**

Contractor shall furnish GRU Project Representative with pole report sheets on a weekly basis. Invoicing will be itemized and turned in weekly, from pole report sheets.

**EXHIBIT B -
PRICE PROPOSAL**

CONTRACT# ELE/16-055

PRICING RESPONSE FORM

SOLICITATION No. 2016-038 FOR WOOD POLE INSPECTION AND GROUNDLINE TREATMENT

The undersigned hereby proposes and agrees, if this bid is accepted, to perform the work in accordance with the specifications for the following prices:

A) Pole Inspection & Treatment Unit Prices for the Inspection and/or Treatment of Wood Poles:

- | | |
|-----------------------------------|-----------------|
| 1. Excavated (per pole price) | |
| a) External Treat | \$ <u>28.34</u> |
| b) Excavated Reject | \$ <u>27.26</u> |
| c) Reject with External Treat | \$ <u>32.86</u> |
| 2. Not Excavated (per pole price) | |
| a) Sound and Bore | \$ <u>7.03</u> |
| b) Visual Inspection | \$ <u>5.05</u> |

B) Unit Prices for Adders for Inspection and/or Treatment of Wood Poles:

- | | |
|---|-----------------|
| 1. Internal Treatment | \$ <u>11.72</u> |
| 2. Fumigant Treatment (Mito-fume per tube) | \$ <u>7.11</u> |
| 3. Private Property | \$ <u>4.91</u> |
| 4. Install Pole Stencils | \$ <u>1.02</u> |
| 5. Install Owner-Supplied Guy Markers
(labor only) | \$ <u>5.33</u> |
| 6. Groundwire Repair | \$ <u>12.67</u> |
| 7. Reattach Groundwire Molding | \$ <u>3.94</u> |
| 8. Risers | \$ <u>4.72</u> |

Forms Page | 8

EXHIBIT B -
PRICE PROPOSAL

CONTRACT# ELE/16-055

ADDITIONAL PRICING: (OPTIONAL ITEMS)

C)	Pricing for Load Calculations to determine remaining pole strength	
	1. Requested Poles	\$ <u>6.37</u>
	2. CATV Attachment	\$ <u>*</u>
	3. Telephone Attachment	\$ <u>*</u>
D)	GPS Coordinates	\$ <u>2.89</u>
E)	Digital Images Rejects Only	\$ <u>5.00</u>

*No pricing is being provided for C3 or C4 as a result of the clarification GRU provided in Addendum 1 where GRU confirmed was not seeking a price for these items. Forms Page 19

EXHIBIT B -
PRICE PROPOSAL

CONTRACT# ELE/16-055

W) Online Data Delivery/Mapping services \$.70

PRICING FOR TRUSSING (OPTIONAL)

GRU does not currently use trussing, or restoration of poles. This pricing request is included in the future, GRU decides to use Pole Restoration Techniques. Trussing, if used for wood distribution poles, will be performed in accordance with the NESC Restoration Factor: Rule 2508. Trusses will be used based on height class and minimum pole circumference.

TRUSS RATED/REQUIRED STEEL STRENGTH IN FOOT POUNDS (FT/LBS)

A) 19,900 FT/LBS	\$ <u>486.49</u>
B) 37,200 FT/LBS	\$ <u>539.47</u>
C) 49,600 FT/LBS	\$ <u>599.93</u>
D) 56,400 FT/LBS	\$ <u>610.62</u>
E) 71,700 FT/LBS	\$ <u>689.76</u>
F) 76,900 FT/LBS	\$ <u>718.39</u>
G) 94,900 FT/LBS	\$ <u>740.61</u>
H) 112,200 FT/LBS	\$ <u>792.94</u>
I) 129,400 FT/LBS	\$ <u>824.22</u>
J) 152,600 FT/LBS	\$ <u>869.15</u>
K) 170,200 FT/LBS	\$ <u>946.65</u>
L) 191,800 FT/LBS	\$ <u>1,017.50</u>
M) 211,100 FT/LBS	\$ <u>1,041.13</u>
N) 224,400 FT/LBS	\$ <u>1,189.41</u>
O) 258,800 FT/LBS	\$ <u>1,236.34</u>
P) 305,200 FT/LBS	\$ <u>1,303.74</u>
Q) 340,400 FT/LBS	\$ <u>1,419.97</u>
R) 383,600 FT/LBS	\$ <u>1,526.26</u>

OTHER OPTIONAL ITEMS USED WHEN TRUSSING

S) Paint truss \$ N/C

Forms Page 10

EXHIBIT B -
PRICE PROPOSAL

CONTRACT# ELE/16-055

T) Cover Caps	\$ <u>N/C</u>
U) Underground Cable Excavate	\$ <u>N/C</u>
V) Concrete Repair	\$ <u>N/C</u>
W) Risers	\$ <u>N/C</u>
X) Visual Inspection	\$ <u>N/C</u>
Y) Redrive Single Truss	\$ 362.93
Z) Reband, Cap & Painting Previously Trussed Pole	\$ 149.12

Note: Osmose offers supplemental pricing for Y & Z above. These are activities that are typically included in a trussing program.

**EXHIBIT B -
PRICE PROPOSAL**

CONTRACT# ELE/16-055



Osmose

Pricing Details:

The following detailed descriptions are provided as support documentation for the Optional pricing items E through W.

E) Price includes reporting that CATV attachments exist on the pole. This activity will be performed during the pole inspection process for the price listed.

F) Price includes reporting that Phone attachments exist on the pole. This activity will be performed during the pole inspection process for the price listed.

G) Price includes reporting that Other attachments exist on the pole. This activity will be performed during the pole inspection process for the price listed.

G1) Price includes reporting the number of attachments by entities described in E – G above. The number of attachments will be calculated as outlined by GRU in the RFP & Addendum 1. This activity will be performed during the pole inspection process for the price listed.

G2) Price includes reporting the order in which the entities described in E-G above are attached to the pole from the ground toward the top of the pole. Per the GRU Addendum 1, the heights of each attachment will not be physically measured from the ground. This activity will be performed during the pole inspection process for the price listed.

For example:

Position 1 would be the entity attached closest to the ground;
Position 2 would be the entity attached above the entity in position 1;
Position 3 would be the entity attached above the entity in position 2.

H) Price includes reporting that a Joint Use power supply is attached to a pole and which entity has made that attachment. This activity will be performed during the pole inspection process for the price listed.

I) Price includes reporting that a Joint Use pedestal is attached to a pole and which entity has made that attachment. This activity will be performed during the pole inspection process for the price listed.

J) Price includes reporting Joint Use code violations on each pole as outlined in the GRU Addendum 1. This activity will be performed during the pole inspection process for the price listed. Osmose will work with GRU to identify a pre-defined drop down list of code violations at the pole that are to be reported and included in the field data collection device. Osmose understands that code violations that may exist mid-span or at locations other than the pole are not included in this billable item.

K) Price includes reporting Joint Use attachments to the pole per GRU Addendum 1 which have not otherwise been reported in items E through J. This activity will be performed during the pole inspection process for the price listed.

L) Price includes a 10 mega-pixel digital image of reject poles to include the pole from the ground to the top of the pole or from the neutral attachment to the top of the pole, whichever is preferred by GRU. This activity will be performed during the pole inspection process for the price listed.

Proposal for Invitation to Bid – Solicitation No. 2016-038 – Wood Pole Inspection and Groundline Treatment for
Gainesville Regional Utilities



M) Price includes a 10 mega-pixel digital image of all poles inspected to include the pole from the ground to the top of the pole or from the neutral attachment to the top of the pole, whichever is preferred by GRU. This activity will be performed during the pole inspection process for the price listed.

N) Price includes a 10 mega-pixel digital image of poles with Joint Use attachments to include the pole from the ground to the top of the pole or from the lowest Joint Use attachment to the top of the pole, whichever is preferred by GRU. This activity will be performed during the pole inspection process for the price listed.

O) Price includes cutting vines at the base of the pole only. This activity will be performed during the pole inspection process for the price listed.

Q) Price includes the testing of selective ground wires (typically at equipment locations or lightning arrestor stations only) and reporting the ohm reading. This activity will be performed during the pole inspection process for the price listed.

R) Price includes the testing of all ground wires attached to a pole being inspected and reporting the ohm reading. This activity will be performed during the pole inspection process for the price listed.

S) Price includes the activity necessary to expose the anchor eye so the guy attachment can be inspected for corrosion. If corrosion or other defect is present it will be reported. This price does not include breaking up concrete, asphalt or other obstruction if anchor eye is located beneath such obstruction. This activity will be performed during the pole inspection process for the price listed.

T) Price includes the activity necessary to expose 6 to 8 inches of the anchor rod beneath the anchor eye to expose or identify corrosion on the anchor eye, anchor rod or guy attachment. If corrosion or other defect is present it will be reported. This price does not include breaking up concrete, asphalt or other obstruction if anchor eye is located beneath such obstruction. This activity will be performed during the pole inspection process for the price listed.

U) Price includes identifying and reporting ADA violations in sidewalks. ADA violation is defined as a sidewalk that does not have a 32 inch unobstructed path due to a GRU pole or anchor obstruction. This violation will be reported. This activity will be performed during the pole inspection process for the price listed.

V) Price includes reporting the measurement in inches of the ADA violation identified in billable item U. This activity will be performed during the pole inspection process for the price listed.

W) Price includes the delivery of inspection data to the web based Osmose Online program. It includes all functionality of the system as described in the Osmose Online sell sheet attached to this RFP. It includes unlimited access to the system by GRU employees. GRU may also grant access to Joint Use attachers for the purpose of sharing attachment data gathered during the pole inspection program. This price is charged per pole location included in the inspection program.

Z) Pricing includes the labor and materials for rebanding, recapping and repainting a previously trussed pole.

July 31, 2020

Mr. Michael Poucher, P.E.
Director of Electric Utility
City Of Ocala
1805 N.E. 30th Ave. Bldg 400
Ocala, FL 34470-4875

RE: POLE INSPECTION, TREATMENT AND RESTORATION PRICING PROPOSAL – FY2021

Dear Mr. Poucher:

At the request of our Director-Business Development, Mr. John Tessieri, we are submitting the attached unit prices (Price Schedules 1 and 2) for your approval and acceptance. This pertains to the inspection, treatment and restoration of distribution poles in your FY2021 (October 1, 2020 – September 30, 2021).

We look forward to working with you on this important project. If this proposal is acceptable, please issue an extension to the City of Ocala's Contract # ELE/16-055 dated February 7, 2017.

Per the terms of the GRU contract the attached price schedule reflects a 2.1% increase, attached for your reference.

COVID-19 presents an unprecedented situation for all business entities. The following provision is intended to protect both parties throughout the performance of a contract, purchase order or subcontract resulting from this proposal: Notwithstanding any provision(s) of this Proposal, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's workforce and/or unavailability of labor; (3) government quarantines, shelter in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; and/or (5) fulfillment of Contractor's contractual or legal health and safety obligations associated with an Epidemic; then Contractor shall be entitled to an equitable adjustment to the Contract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent COVID-19 and the impacts thereof result in an increase in the price of labor, materials, or equipment used in the performance of this Contract, Contractor shall be entitled to an equitable adjustment to the Contract price for such increases, provided Contractor presents satisfactory documentation of such increases and evidence of Contractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

Mr. Michael Poucher

July 31, 2020

Page -2-

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact John Tessieri at (941) 915-0623.

Sincerely,

A handwritten signature in black ink, appearing to read "JOSE VILLALBA". The signature is stylized with a large, looped initial "J" and a long, sweeping underline.

Jose Villalba

Vice President-Contracts

Attachment

JV/ds

C: File

Price Schedule 1
Pole Inspection and Treatment
Effective 10/01/2020 - 09/30/2021

Line	Item	Price
1	EXTERNAL TREAT	\$ 31.28
2	EXCAVATED REJECT	\$ 30.09
3	REJECT WITH EXTERNAL TREAT	\$ 36.27
4	SOUND AND BORE	\$ 7.76
5	VISUAL INSPECTION	\$ 5.58
6	INTERNAL TREATMENT	\$ 12.94
7	MITC-FUME - PER TUBE	\$ 7.84
8	PRIVATE PROPERTY	\$ 5.41
9	INSTALL POLE STENCILS	\$ 1.13
10	INST OWNER-SUPPLIED GUY MRKR	\$ 5.88
11	GROUNDWIRE REPAIR	\$ 13.99
12	REATTACH GROUNDWIRE MOLDING	\$ 4.35
13	RISERS	\$ 5.22
14	LOADCALC REQUESTED POLES	\$ 7.02
15	GPS COORDINATES	\$ 3.19
16	DIGITAL IMAGES REJECTS ONLY	\$ 5.52
17	ONLINE DATA DELIVERY/MAPPING	\$ 0.78

Pricing Notes

CPI Increase: Per the terms of the GRU contract the attached price schedule reflects a 2.1% increase, attached 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 10/01/2020 - 09/30/2021

Line	Item	Price
1	19,100 FT/LBS 5100 X 10	\$ 536.98
2	37,200 FT/LBS C2-3610	\$ 595.47
3	49,600 FT/LBS C2-4910	\$ 662.21
4	56,400 FT/LBS C2-5610	\$ 674.00
5	71,700 FT/LBS C2-7110	\$ 761.36
6	76,900 FT/LBS 980 X 10	\$ 792.96
7	94,900 FT/LBS 1080 X 11	\$ 817.49
8	112,200 FT/LBS 1180 X 11	\$ 875.24
9	129,400 FT/LBS 1280 X 11	\$ 909.78
10	152,600 FT/LBS 1380 X 11	\$ 959.36
11	170,200 FT/LBS 1480 X 13	\$ 1,044.91
12	191,800 FT/LBS 1580 X 13	\$ 1,123.12
13	211,100 FT/LBS 1680 X 13	\$ 1,149.20
14	224,400 FT/LBS 2-1180 X 11	\$ 1,312.88
15	258,800 FT/LBS 2-1280 X 11	\$ 1,364.67
16	305,200 FT/LBS 2-1380 X 11	\$ 1,439.07
17	340,400 FT/LBS 2-1480 X 13	\$ 1,567.36
18	383,600 FT/LBS 2-1580 X 13	\$ 1,684.68
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	\$ 400.60
27	REBAND,CAP & PAINT PREV TRUSS	\$ 164.61

Pricing Note

CPI Increase: Per the terms of the GRU contract the attached price schedule reflects a 2.1% increase, attached for your reference.



Distribution: Combined Grade B & C

CUSTOMER: City of Ocala

Effective Date: 10/1/2020		Expiration Date: 9/30/2021		Class										NESC Restoration Factor: Rule 250B		67%
Length (ft)	H6	H5	H4	H3	H2	H1	1	2	3	4	5	6	7	9		
20							Blue C2-4910 \$662.21	Red C2-3610 \$595.47	Red C2-3610 \$595.47	Red C2-3610 \$595.47	White 5100x10 \$536.98	White 5100x10 \$536.98	White 5100x10 \$536.98	White 5100x10 \$536.98		
25							Green C2-5610 \$674.00	Blue C2-4910 \$662.21	Red C2-3610 \$595.47	Red C2-3610 \$595.47	Red C2-3610 \$595.47	White 5100x10 \$536.98	White 5100x10 \$536.98	White 5100x10 \$536.98		
30							Brown C2-7110 \$761.36	Green C2-5610 \$674.00	Blue C2-4910 \$662.21	Red C2-3610 \$595.47	Red C2-3610 \$595.47	Red C2-3610 \$595.47	White 5100x10 \$536.98	White 5100x10 \$536.98		
35																
40							Yellow 1280x11 \$909.78	White 1180x11 \$875.24	Black 1080x11 \$817.49	Brown C2-7110 \$761.36	Green C2-5610 \$674.00	Blue C2-4910 \$662.21	Red C2-3610 \$595.47	Red C2-3610 \$595.47		
45																
50																
55																
60																
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

* 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)
5100x10	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
1480x13	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

Table 3. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, special aggregate indexes, April 2020

[1982-84=100, unless otherwise noted]

Special aggregate indexes	Relative importance Mar. 2020	Unadjusted indexes			Unadjusted percent change		Seasonally adjusted percent change		
		Apr. 2019	Mar. 2020	Apr. 2020	Apr. 2019- Apr. 2020	Mar. 2020- Apr. 2020	Jan. 2020- Feb. 2020	Feb. 2020- Mar. 2020	Mar. 2020- Apr. 2020
All items less food.....	86.138	255.194	257.382	254.746	-0.2	-1.0	0.0	-0.5	-1.2
All items less shelter.....	66.697	234.723	235.184	232.860	-0.8	-1.0	0.0	-0.7	-1.2
All items less food and shelter.....	52.835	228.655	228.099	224.331	-1.9	-1.7	-0.1	-0.9	-1.9
All items less food, shelter, and energy.....	46.579	232.380	235.539	233.740	0.6	-0.8	0.2	-0.2	-0.7
All items less food, shelter, energy, and used cars and trucks.....	43.992	238.012	241.387	239.563	0.7	-0.8	0.1	-0.3	-0.8
All items less medical care.....	91.104	244.134	245.778	243.907	-0.1	-0.8	0.1	-0.5	-0.9
All items less energy.....	93.744	260.925	265.896	265.465	1.7	-0.2	0.2	0.0	-0.2
Commodities.....	37.336	186.884	184.364	182.141	-2.5	-1.2	-0.1	-1.0	-1.6
Commodities less food, energy, and used cars and trucks.....	17.713	145.964	145.767	144.685	-0.9	-0.7	0.1	-0.5	-0.7
Commodities less food.....	23.474	155.187	150.257	146.008	-5.9	-2.8	-0.4	-1.9	-3.4
Commodities less food and beverages.....	22.442	151.843	146.714	142.355	-6.2	-3.0	-0.4	-2.0	-3.5
Services.....	62.664	323.228	331.021	329.866	2.1	-0.3	0.2	-0.1	-0.3
Services less rent of shelter ¹	29.728	340.756	347.979	345.544	1.4	-0.7	0.2	-0.2	-0.6
Services less medical care services.....	55.391	307.576	313.845	312.451	1.6	-0.4	0.2	-0.1	-0.4
Durables.....	10.735	105.178	104.703	104.336	-0.8	-0.4	0.2	-0.1	-0.2
Nondurables.....	26.601	229.028	225.113	221.622	-3.2	-1.6	-0.1	-1.3	-2.5
Nondurables less food.....	12.739	204.336	193.597	184.081	-9.9	-4.9	-0.6	-3.0	-6.7
Nondurables less food and beverages.....	11.707	201.358	189.714	179.517	-10.8	-5.4	-0.6	-3.3	-7.3
Nondurables less food, beverages, and apparel.....	8.799	252.960	234.822	221.427	-12.5	-5.7	-0.9	-3.7	-8.1
Nondurables less food and apparel.....	9.831	251.663	235.665	223.707	-11.1	-5.1	-0.7	-3.3	-7.3
Housing.....	42.239	264.452	270.273	270.184	2.2	0.0	0.2	0.0	0.0
Education and communication ²	6.758	137.182	139.199	139.378	1.6	0.1	0.1	0.1	0.1
Education ²	3.027	263.944	269.450	269.614	2.1	0.1	0.3	0.3	0.2
Communication ²	3.731	73.032	73.719	73.854	1.1	0.2	0.0	0.0	0.1
Information and information processing ²	3.619	69.037	69.622	69.756	1.0	0.2	0.0	0.0	0.1
Information technology, hardware and services ³	1.320	7.394	7.354	7.364	-0.4	0.1	0.2	-0.1	-0.2
Recreation ²	5.829	120.821	122.265	121.935	0.9	-0.3	-0.3	0.1	-0.2
Video and audio ²	1.526	104.750	106.466	106.510	1.7	0.0	-0.6	0.1	0.4
Pets, pet products and services ²	1.199	177.070	180.452	179.555	1.4	-0.5	0.1	-0.2	-0.5
Photography ²	0.073	73.238	76.305	75.445	3.0	-1.1	3.6	0.1	-1.4
Food and beverages.....	14.894	257.393	262.320	266.137	3.4	1.5	0.4	0.3	1.4
Domestically produced farm food.....	6.386	249.685	252.974	259.558	4.0	2.6	0.4	0.5	2.4
Other services.....	11.703	357.646	365.516	365.780	2.3	0.1	0.0	0.3	0.1
Apparel less footwear.....	2.237	118.538	116.390	110.865	-6.5	-4.7	0.5	-1.8	-4.9
Fuels and utilities.....	4.318	240.773	241.160	239.897	-0.4	-0.5	-0.3	-0.6	-0.2
Household energy.....	3.228	198.366	196.998	195.534	-1.4	-0.7	-0.6	-0.9	-0.4
Medical care.....	8.896	493.331	515.605	517.053	4.8	0.3	0.1	0.4	0.4
Transportation.....	15.321	214.142	203.854	193.732	-9.5	-5.0	-0.5	-2.9	-5.9
Private transportation.....	14.120	209.918	200.626	191.079	-9.0	-4.8	-0.6	-2.4	-5.6
New and used motor vehicles ²	7.321	99.984	99.527	98.987	-1.0	-0.5	0.2	-0.1	-0.3
Utilities and public transportation.....	8.841	216.953	216.968	214.801	-1.0	-1.0	0.2	-1.2	-1.1
Household furnishings and operations.....	4.617	123.345	124.469	124.961	1.3	0.4	0.1	-0.1	0.5
Other goods and services.....	3.155	448.658	461.495	461.294	2.8	0.0	0.4	0.3	-0.1
Personal care.....	2.560	232.902	238.175	238.181	2.3	0.0	0.4	0.1	0.0

¹ Indexes on a December 1982=100 base.

² Indexes on a December 1997=100 base.

³ Indexes on a December 1988=100 base.

ACCEPTANCE OF PROPOSAL

To accept the attached proposal as written and authorize the work to be performed, please issue an extension to Contract # ELE/16-055 dated February 7, 2017, and email to OsmoseContracts@Osmose.com. This price proposal is valid for 90 calendar days from the date of the proposal.

OSMOSE CONTACT

If you have any questions or would like to discuss this proposal in more detail, please contact:

NAME	John Tessieri
TITLE	Director Business Development
PHONE	(941) 915-0623
JOB #	1032095 , 1032096
PROJECT DESCRIPTION	POLE INSPECTION, TREATMENT AND RESTORATION

All Products & Services

Wood Structure Services

Wood Pole Inspection

- Strength Assessment (Decay/Damage Assessment)
- Load Assessment
- Ground Resistance Testing
- Grounding Improvements
- Groundwire Repair
- Groundwire Molding Installation
- Guy Inspection and Repair
- Guy Anchor Inspection

Remedial Treatment/Life Extension

Infrared Inspections

FireGuard® Application

Tag/Marker/Sign Installation

Surveys and Audits - O/H Facilities, Clearances, Safety

Pole Restoration and System Hardening

- Restoration of Decayed Poles

Pole Class Upgrading

Steel Structure Services

Steel Pole and Tower Assessment

- Structural Condition Evaluation
- Corrosion Potential (Environmental) Evaluation

Substation Assessment and Restoration

Corrosion Mitigation

- Application of Protective Coatings
- Installation of Cathodic Protection

Engineered Restoration Design and Installation

- Concrete Foundation

Steel Tower and Pole

Underground System Services

Padmount/Cabinet Inspection and Maintenance

- Cabinet Repair and Painting
- Cabinet Leveling
- Insect Control
- Tag and Decal Replacement

Manhole/Service Box/Vault Inspection and Maintenance

- Minor Maintenance and Repairs
- Conductor Tagging and Marking

Isolation Transformer Installation

Engineering Services

Structural Load Analysis and Design

Pole Replacement Design

Distribution Design

System Studies and Hardening

Field Inventories

Joint Use Services

Attachment Audits

Attachment Agreement Review

Audit Cost-Recovery and Attachment Rental (Billing)

Transfers, Double-Wood, Violation Notification and Remediations

Attachment Request Processing and Notifications

Pole Loading Analysis and Clearance Evaluations

Make-Ready Design and Work Order Creation

Turnkey Program Management

Other Services and Products

Osmolytics (Asset Management Predictive Modeling)

Project Management

Storm Response Services

Distribution System Inventories

Streetlight Surveys

Osmose Pole and Line Products

- Pole Restoration Products
- Pole Top Protection
- Fire Retardant Products
- Remedial Treatments and Inspection Supplies

TITLE	FOR SIGNATURES - Second Amendment to Agreement to Provide...
FILE NAME	FOR SIGNATURES - ...Services (ELE.pdf
DOCUMENT ID	23b0fc09518afb2067e691feb87312b35c80f6c9
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

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IP: 216.255.240.104



VIEWED

07 / 29 / 2021

11:06:02 UTC-4

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IP: 216.255.247.51



SIGNED

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11:07:05 UTC-4

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FILE NAME	FOR SIGNATURES - ...Services (ELE.pdf
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