

**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 21 day of August, 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](mailto: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: <a href="mailto:tkimball@ocalafl.org">tkimball@ocalafl.org</a> PH: 352-629-8366      FAX: 352-690-2025
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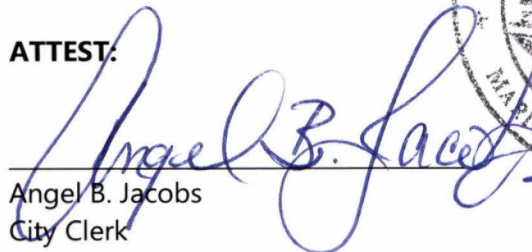
B. With a copy to: Patrick G. Gilligan, Esquire  
Gilligan, Gooding, Franjola & Batsel, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, FL 34471  
E-Mail: [pgilligan@ocalalaw.com](mailto:pgilligan@ocalalaw.com)  
PH: 352-867-7707 FAX: 352-867-0237

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](mailto: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 &amp; 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 (Mitic-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      | \$ <u>6.88</u>    |
| 2. | CATV Attachment      | \$ <u>      *</u> |
| 3. | Telephone Attachment | \$ <u>      *</u> |

D) GPS Coordinates \$ 3.12E) 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.

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

\*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.





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.