



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

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

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

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

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

WHEREAS, on August 4, 2022, City and Vendor entered into a Third Amendment to Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" off of Previous Agreement with Separate Governmental Entity (the "Third Amendment") to modify the purchase price under the Original Agreement, as amended, and replace Exhibit B – Pricing Proposal FY 2021 with Exhibit B – Pricing Proposal FY 2022; and

WHEREAS, on October 19, 2022, City and Vendor entered into the Fourth Amendment to Agreement to Provide Wood Pole Inspection and Groundline Treatment "Piggyback" off of Previous Agreement with Separate Governmental Entity extending the Original Agreement, as amended, for the final two-year renewal period available under the Original Agreement and to amend the pricing schedule for the 2023 fiscal year; and

WHEREAS, City and Vendor wish to further amend the Original Agreement, as amended, to add a line item to Exhibit B – Price Proposal FY 2023.

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

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.



- 2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fifth Amendment.
- 3. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as Amended Exhibit B – Pricing Proposal FY 2021 is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Amended Exhibit B – Price Proposal FY 2023.**
- 4. **NOTICES.** All notices, certifications or communications required by this Fifth Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

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

If to City of Ocala:

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

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 PH: 352-401-3972
 E-mail: cityattorney@ocalafl.org

- 5. **COUNTERPARTS.** This Fifth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 6. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Fifth Amendment. Further, a duplicate or copy of the Fifth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fifth Amendment for all purposes.
- 7. **LEGAL AUTHORITY.** Each person signing this Fifth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

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

ATTEST:

CITY OF OCALA

DocuSigned by:
Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:
Janice Mitchell

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

OSMOSE UTILITIES SERVICES, INC.

DocuSigned by:
William E. Sexton

William E. Sexton, Esq.
City Attorney

DocuSigned by:
Jose Villalba

5118F4024CEE434...

By: Jose villaalba
(Printed Name)

Title: Vice President - Operations
(Title of Authorized Signatory)

February 14, 2023

Mr. William Peebles
Director of Electric Utility
City of Ocala
1805 N.E. 30th Ave. Bldg 400
Ocala, FL 34470-4875

RE: ADDITIONAL ITEM REQUEST FOR POLE INSPECTION AND TREATMENT – 2023

Dear Mr. Peebles:

At the request of our Director-Business Development, Mr. John Tessieri, we are submitting the following additional item as an addendum to Contract # ELE/16-055 dated February 7, 2017, for your approval and acceptance. This pertains to the request to inspect and treat transmission poles in 2023.

If this request is acceptable, please issue an Amendment pursuant to Contract # ELE/16-055 so we can schedule crews to begin this project.

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

Sincerely,



Jose Villalba
Vice President-Customer Service

Attachment
JV/mb

C: File
1039788

Price Schedule 1
Effective 2/14/2022 – 9/30/2023

Line	Item	Price
1	EXTERNAL TREAT	\$ 33.99
2	EXCAVATED REJECT	\$ 32.70
3	REJECT WITH EXTERNAL TREAT	\$ 39.41
4	SOUND AND BORE	\$ 8.43
5	VISUAL INSPECTION	\$ 6.06
6	INTERNAL TREATMENT	\$ 14.06
7	MITC-FUME - PER TUBE	\$ 8.52
8	PRIVATE PROPERTY	\$ 5.88
9	INSTALL POLE STENCILS	\$ 1.23
10	INST OWNER-SUPPLIED GUY MRKR	\$ 6.39
11	GROUNDWIRE REPAIR	\$ 15.20
12	REATTACH GROUNDWIRE MOLDING	\$ 4.72
13	RISERS	\$ 5.67
14	LOADCALC REQUESTED POLES	\$ 7.63
15	GPS COORDINATES	\$ 3.47
16	DIGITAL IMAGES REJECTS ONLY	\$ 6.00
17	ONLINE DATA DELIVERY/MAPPING	\$ 0.84
	ADDITIONAL ITEM	
18	LARGE POLE ADDER	\$ 19.44

Pricing Notes

Large Pole Adder: Please note, this billable is included in the Gainesville Regional Utilities Contract # 2016-038 for the inspection and treatment of transmission poles.

ACCEPTANCE OF PROPOSAL

To accept the attached proposal as written and authorize the work to be performed, please issue an Amendment pursuant to Contract # ELE/16-055 via email to OsмосeContracts@Osмосe.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 request in more detail, please contact:

NAME	John Tessieri
TITLE	Director Business Development
PHONE	(941) 915-0623
JOB #	1039788
PROJECT DESCRIPTION	POLE INSPECTION AND TREATMENT - 2023

Certificate Of Completion

Envelope Id: 36419132730F4F6ABA3CABAC9A04C8ED	Status: Completed
Subject: SIGNATURE - Amendment 5 - Wood Pole Inspection & Treatment (ELE/16-055)	
Source Envelope:	
Document Pages: 6	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Patricia Lewis
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	plewis@ocalafl.org
	IP Address: 216.255.240.104

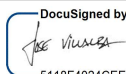
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Jose Villalba
osmosecontracts@osmose.com
Vice President - Operations
Osmose Utilities Services, Inc.
Security Level: Email, Account Authentication (None)

Signature

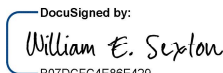
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William E. Sexton
wsexton@ocalafl.org
City Attorney
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Janice Mitchell
jmittell@ocalafl.org
CFO
Security Level: Email, Account Authentication (None)

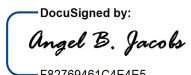
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Angel B. Jacobs
ajacobs@ocalafl.org
City Clerk
City of Ocala
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Completed	Security Checked	4/19/2023 9:46:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.