FMPA

MUNICIPAL POWER

JOINT PURCHASE PROJECT

SPECIFICATION FOR

THE PROVISION OF

INSPECTION & TREATMENT OF ELECTRIC UTILITY WOOD POLES

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

Invitation to Bid No. 2020-200 **July 2020**

FLORIDA MUNICIPAL POWER AGENCY

REQUEST FOR PROPOSALS
FOR
INSPECTION & TREATMENT OF ELECTRIC UTILITY WOOD POLES

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REQUEST FOR PROPOSALS

(This is not an order)

RETURN

RFP FMPA 2020-200

Florida Municipal Power Agency
TO: 8553 Commodity Circle
Orlando, Florida 32819
Attn: Sharon Samuels

Date Issued: July 14, 2020

Telephone: (407) 355-7767

SEALED PROPOSALS MUST PHYSICALLY BE IN THE FLORIDA MUNICIPAL POWER AGENCY OFFICE PRIOR TO PROPOSAL OPENING AT 2:00 P.M. ON AUGUST 19, 2020, WHICH WILL BE IN THE FMPA BOARD ROOM LOCATED IN THE FMPA BUILDING AT 8553 COMMODITY CIRCLE, ORLANDO, FLORIDA 32819.

- Proposals shall be submitted on the forms provided and must be manually signed.
- Proposals shall be sealed in an envelope with the proposal number, opening date, and time clearly indicated.
- Proposals received after the opening date and time may be rejected and returned unopened.
- The attached Invitation shall become part of any purchase order resulting from this Request for Proposal.

DESCRIPTION

JULY 2020

Florida Municipal Power Agency
Proposals for Inspection & Treatment of Electric Utility Wood Poles

See attached Request for Proposals, General Conditions, Specifications, and Proposal Forms for detailed description.

It is the intent and purpose of the Florida Municipal Power Agency that this Request for Proposal promotes competitive bidding. It shall be the proposer's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the proposal opening date.

ADVERTISEMENT

Proposal For

July 2020

FLORIDA MUNICIPAL POWER AGENCY
PROPOSALS FOR INSPECTION & TREATMENT OF ELECTRIC UTILITY WOOD POLES

REQUEST FOR PROPOSALS
FMPA 2020-200

Sealed proposals will be received by the Florida Municipal Power Agency (FMPA), 8553 Commodity Circle, Orlando, Florida 32819 until 2:00 p.m., August 19, 2020, when at that time Proposals will be opened publicly by a FMPA representative.

The proposal is for the Inspection & Treatment of Electric Utility Wood Poles as more fully described in the Request for Proposals package.

RFP packages for this project may be obtained from FMPA at the above address, by telephone (407) 355-7767, via e-mail request to *bidinfo@fmpa.com,* or via Internet download at *www.fmpa.com*.

No proposal may be altered, withdrawn, or resubmitted after the scheduled closing time for receipt of proposals. Proposals received after the day and time stated above may not be considered.

Proposals will be accepted for Inspection & Treatment of Electric Utility Wood Poles from companies who have established, through demonstrated expertise and experience that they are qualified to provide the services as specified.

The Florida Municipal Power Agency reserves the right to reject any and all proposals in total or in part and to waive defects in proposals.

Jacob Williams
General Manager
Florida Municipal Power Agency

FLORIDA MUNICIPAL POWER AGENCY
Request for Proposals for Inspection & Treatment of Electric Utility Wood Poles

1. Introduction - FMPA Description

Formed by Florida's municipal electric utilities in February 1978, the Florida Municipal Power Agency (FMPA or the Agency) is a non-profit, governmental, wholesale electric utilities company created to serve the needs of municipal electric utilities in Florida. Of the 34 municipal systems in the State, 31 are FMPA members who participate at varying levels in Agency activities.

Member utilities of the Agency serve approximately 500,000 customers. In addition to bulk power supply and associated services, many FMPA members participate in various joint purchasing activities.

2. General Description of Services Sought

FMPA is seeking to select one or more entities to provide Inspection & Treatment of Electric Utility Wood Poles services to FMPA Members. The scope of work covers evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 8,251 wood poles annually. Currently the participants of this RFP maintain an 8-year distribution inspection schedule and a 2-year schedule on their transmission system.

The term of this agreement shall be for four (4) years, with four (4) one year options for extension by mutual consent. Prices as stated herein will be firm for the first four years of the agreement.

3. Overview

This is a joint solicitation issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following Participating Members:

City of Bartow	City of Chattahoochee
City of Bushnell	City of Newberry
City of Clewiston	City of Starke
City of Fort Meade	City of Winter Park
City of Green Cove Springs	Homestead Energy Services

Participating Members Scope of Work detailed below:

City of Bartow scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 12,000 distribution wood poles and 0 transmission poles; spanning a service area of 115 square miles.

City of Bushnell scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 3500 distribution wood poles and 0 transmission poles (anticipates approx. 2000 for reinforcement); spanning a service area of 13 square miles.

City of Chattahoochee scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 1,400 distribution wood poles and 0 transmission poles; spanning a service area of 3 square miles.

City of Clewiston scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 1,600 distribution wood poles and 0 transmission poles; spanning a service area of 5 square miles.

City of Fort Meade scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 1,600 distribution wood poles and 0 transmission poles (anticipates approx. 200 for reinforcement); spanning a service area of 5 square miles.

City of Green Cove Springs scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 500 distribution wood poles and 0 transmission poles; spanning a service area of 12 square miles.

City of Newbery scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 200 wood poles (200 distribution poles and 0 transmission poles); spanning a service area of 4 square miles.

City of Starke scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary; spanning a service area of 6.5 square miles.

City of Winter Park:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 500 distribution wood poles and 0 transmission poles; spanning a service area of 9 square miles.

Homestead Energy Services scope of work:
The specification covers the evaluation, inspection, reporting, preservative treatment and reinforcement when necessary of approximately 6,450 distribution wood poles and 0 transmission poles (anticipates approx. 10% for reinforcement); spanning a service area of 14.5 square miles.

4. Participating Members

This RFP is requesting proposals for Inspection & Treatment of Electric Utility Wood Poles services to be provided to Participating Members. It is anticipated that municipal electrical systems other than those "Participating Members" listed in Section 3 may also wish to purchase the Pole Inspection specified services. Therefore, the awarded Proposer(s) is also required to extend its quoted price to any FMPA member. In that event, all of the applicable terms and conditions of this RFP shall apply. A map showing the FMPA members is included in Appendix A.

5. Purchasing Services

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders to the Contractor (s) awarded the agreement pursuant to this Request for Proposal. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful proposer or offeror to this solicitation.

6. FMPA's Responsibility

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

7. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless FMPA from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

8. Notice to Proposers

Sealed proposal packages will be received until 2:00 P.M. EST on August 19, 2020 ("Proposal Due Date") at the offices of Florida Municipal Power Agency. Each proposer is required to submit a Proposer Information Form (included in this RFP package), other forms included in this package as appropriate, and all other information necessary to allow a complete evaluation of the proposal. Registered proposers will be notified through the issue of RFP addenda of any change in the Proposal Due Date or other necessary revision to information contained in this RFP. FMPA reserves the right to reject all proposals received after the Proposal Due Date.

One original and one (1) copy of the proposal response package should be sealed and delivered to the following address:

Ms. Sharon Samuels
Member Services Program and Procurement Administrator
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819

Clearly legible on the outside of the sealed envelope shall be "INSPECTION & TREATMENT OF ELECTRIC UTILITY WOOD POLES, FMPA RFP 2020-200".

9. Duration of Offer

Proposals submitted in response to this RFP are irrevocable until September 30 2020. This period may be extended at FMPA's request only by written agreement of the proposer. The content of this RFP and the proposal of the successful proposer will be included by reference in any resulting contract.

10. Right of Rejection

This RFP is not an offer establishing any contractual rights. This solicitation is solely an invitation to submit proposals.

FMPA reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Waive any requirement in this RFP;
- Not disclose the reason for rejecting a proposal;
- Not select the proposal with the lowest price; and
- Seek and reflect clarifications to proposals.

11. Performance Bond/Surety

Neither a bid nor a performance bond or surety is required pursuant to this Request for Proposal.

12. Budgetary Constraints

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

13. Interpretations and Addenda

All questions regarding interpretation of this RFP, technical or otherwise, must be submitted in writing to the following:

By Fax:	Ms. Sharon Samuels (407) 355 - 5796
By Mail or Courier:	Ms. Sharon Samuels Florida Municipal Power Agency 8553 Commodity Circle Orlando, Florida 32819
By E Mail:	*sharon.samuels@fmpa.com*

Only written responses provided by FMPA to proposers' questions will be considered official. A verbal response by FMPA will not be considered an official response. Written responses to questions and requests for interpretations will be provided to all potential proposers. Copies of all addenda issued in connection with this RFP will be sent to all potential proposers.

15. Errors, Modifications or Withdrawal of Proposal

Each proposer should carefully review the information provided in the RFP prior to submitting a response. The RFP contains instructions which must be followed by all proposers. Modifications to proposals already received by FMPA will only be accepted prior to the Proposal Due Date. Proposals may be withdrawn by giving written notice to FMPA prior to the Proposal Due Date.

16. Proprietary Confidential Business Information

All proposals shall become property of FMPA. FMPA will not disclose to third parties any information that is clearly labeled "Proprietary Confidential Business Information" in a proposal unless, in the opinion of counsel for FMPA, such disclosures are required by law or by order of the court or government agency having appropriate jurisdiction. Each page of Proprietary Confidential Business Information must be clearly labeled "PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION" at the top of the page. FMPA reserves the right to disclose information contained in proposals to its consultant(s) for the sole purpose of assisting in the proposal evaluation process. FMPA will require the consultant(s) to maintain the confidentiality of the document.

17. Default and Damages Provisions

FMPA will negotiate standard terms and conditions for default and damages with the awarded proposer(s). All proposers are requested to include proposed default and damages provisions in their proposals. However, individual Participating Members may choose the standard terms and conditions, or negotiate different terms and conditions with the awarded proposer(s), depending on local requirements.

18. Public Entity Crimes Statement

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all proposers should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 of 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."

19. Collusion

By offering a submission pursuant to this RFP, the proposer certifies the proposer has not divulged, discussed, or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Also, the proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to his own organization, that in connection with this proposal:

(1) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other proposer or with any competitor

(2) Any prices and/or cost data quoted for this proposal have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening directly or indirectly to any other proposer or to any competitor

(3) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition

(4) The only person or persons interested in this proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into and

(5) No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Proposer for the purpose of doing business.

20. Drug Free Workplace

A Drug-Free Workplace Statement must be completed, signed, and returned prior to award of proposal. This form will be used whenever two or more proposals that are identical with respect to price, quality, delivery, and service are received; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

21. Subcontracted Services

Proposal should indicate which, if any, of the services to be provided would be subcontracted by the proposer to independent contractors.

22. Pre-Proposal Preparation

This request for proposal does not commit FMPA or Participating Members to pay any cost incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

23. Award

The Florida Municipal Power Agency and the Participating Members reserve the right to make a single or multiple awards for all proposal items, or to make separate awards for a single proposal item or any combination of such items. However, it is our preference to award to a single bidder; proposals will be evaluated on this premise.

24. Definitions

The words and terms defined in this document shall have the following meanings as used throughout.

ACCEPTANCE – Written acknowledgement by the Participating Member's authorized representative that the Work has been completed in a manner consistent with the terms, conditions and specifications of a Participant Contract or Purchase Order.

CONTRACTOR – The business entity (and its affiliates and authorized assigns),which has been awarded by FMPA or executed a contract with a Participating Member shall include any and all subcontractors, affiliates and authorized assigns that provide or perform any or all of the Work. This entity may also be referred to as the Contractor, successful bidder, or successful proposer.

PARTICIPATING CONTRACT – The aggregation of all documents that constitute the binding agreement between the Contractor and a Participating Member. The Participant Contract may include but shall not be limited to The Award or Agreements that result from this solicitation, Participant Blanket Orders, Participant Purchase Orders, Order Releases, and all attachment agreements.

PARTICIPATING MEMBER – A FMPA Member engaged in the specific procurement activity specified in the Request for Proposal, Invitation to Bid, Award, or agreement. The actual Participating Member may change over the term of the Award and new Participants

may be added or removed. The terms Participating Member and Participants may be used interchangeable throughout this document.

PURCHASE ORDER (PO) – A Work authorization, issued by a Participating Member, which is issued subject to the terms and conditions of the Award or Agreement and a Participant Contract. The term "Purchase Order" shall also include "blanket order releases" and any other ordering methodology agreed to in writing by a Participant and Contractor.

WORK – Labor, materials, supplies, equipment, goods, and services including any related documentation, software, reports, testing, transport, administration, management, tools and any and all other requirements to be furnished or performed by Contractor under this Agreement and/or a Participant Contract together with all other additional necessities that am not specifically recited in this Agreement or Participant Contract but which could be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement and/or a Participant Contract

25. Entire Contract

These General Terms and Conditions, the Master Agreement between FMPA and the selected Contractor(s), and the Participating Member Purchase Order (PO) for which they are being provided (including attachments thereto) constitute the entire agreement between Participating Member and the Contractor.

26. Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

Final acceptance of the Services and Work Product for purposes of the Purchase Order shall be the date upon which Participating Member confirms that all Services and Work Product have been completed in accordance with the terms of the Purchase Order ("Final Acceptance").

27. Site Access Conditions

Participating Member shall provide Contractor access to the Facility as necessary to perform the Services. Access shall be subject to Contractor's obligation to comply with the following conditions:

Contractor shall confine its activities to only those portions of the Facility necessary for performance of the Services.

Contractor shall take all safety measures reasonably necessary to protect Participating Member, its permitees and licensees and the property of each, from injury or damage caused by or resulting

from the performance of Services. Contractor shall follow any and all safety and security procedures established by Participating Member for the Facility. In the event of a security emergency, Participating Member may deny Contractor access to a Facility or request that Contractor leave the Facility.

Contractor shall maintain all required insurance coverage's set forth in Section 28 at all times during the term of the Purchase Order.

Contractor's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by Participating Member.

No work or activity performed as part of the Services shall cause Participating Member to be in violation of any requirement of law nor shall Contractor or any agent, employee or representative violate any federal, state or local laws while performing Services.

All Services shall be performed in a manner that will not damage the Facility and Contractor shall promptly notify Participating Member and shall be responsible for the cost of repairing any such damage should it occur.

Participating Member rules on maintaining a drug-free workplace shall be strictly followed and enforced by Contractor with respect to all of its employees or subcontractors and none of Contractor's employees, subcontractors, agents or representatives shall be permitted to use non-prescription drugs or alcohol at any Participating Member Facility.

28. Required Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Contractor shall furnish Participating Member a copy of the insurance certificate prior to starting the work on site.:

Workers Compensation and Employers Liability.

This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement.

The liability limits shall not be less than:

Workers' Compensation Statutory

Employers Liability $100,000 each

Commercial General Liability - This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under the paragraph entitled "Indemnities" and a completed operations and products liability endorsement to remain in effect for 2

years after final payment. Limits of liability will not be less than $2 million in combined single limit for bodily injury and property damage.

Automobile Liability Policy - This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than $1 million in combined single limits for bodily injury and property damage.

Additional Insured - All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor.

Waiver of Subrogation - The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under the Purchase Order is in full force and effect.

29. Services Warranties

Warranty of Services

Contractor warrants that the Services performed hereunder will reflect competent professional knowledge and judgment. If Participating Members gives Contractor notice within a reasonable period after the Services are completed that any Services are defective Contractor shall re-perform such nonconforming Services.

Remedy

If Contractor breaches the warranty of care, Contractor shall upon Notice from Participating Member and without additional compensation, correct or revise any errors or deficiencies in the Work Products, and other Services.

30. Payment of Invoices

Payment of each Contractor invoice by Participating Member shall be made within thirty (30) Days after the date of receipt of Contractor’s invoice and verification of compliance of the Services with the terms of the Specifications of the Bid Package. Participating Member reserves the right to withhold payment for any non-conforming Services provided by Contractor.

31. Termination for Default

Any failure by Contractor to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

32. Termination for Participating Member's Convenience

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Specifications of the Bid Package prior to the termination date.

33. Licenses/Compliance with Laws

Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with the standards of the NESC and OSHA as well as all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

34. Hazardous Materials of Contractor

Any Hazardous Materials used by Contractor in the performance of the Services shall be packaged, shipped, handled, labeled and disposed of by Contractor in a manner that complies with all federal, state and local laws or regulations applicable to Hazardous Materials. No Hazardous Materials shall be stored by Contractor at the Participating Member's Facility before, during or after the performance of Services hereunder. Contractor shall, at its expense, remove, transport and dispose of all Hazardous Materials (i) brought by Contractor to the Facility or (ii) disturbed by Contractor's performance of Services or created by Contractor's use, handling or combination of non-hazardous materials brought by Contractor to the Facility during the performance of Services. For purposes of the Purchase Order, the term "Hazardous Materials" shall mean any substance which by law requires special handling, containment or disposal, including without limitation "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101, et seq.), "hazardous wastes" as defined in the Resource Conservation and Recovery Act, as amended (42 USC Sections 9601, et seq.), "toxic substances" as defined in the Toxic Substance Control Act as amended (15 USC Section 2601 et seq.), as amended and in the regulations adopted, published, and promulgated pursuant thereto. Contractor shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services. Contractor shall pay all costs of such licenses, permits and authorizations and all costs and expenses incurred in obtaining and maintaining them. The Contractor shall comply with all federal, state and local laws, and rules and regulations that are applicable to the performance of the services requested by Participating Member.

35. Safety and Protection

Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with work under this RFP. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All persons on the site who may be affected by the project work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off of the project site; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the project.

36. Control of Work and Subcontractors

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

37. Prices Bid

Our Technical Specification calls for Steel Trusses. We understand that steel market is volatile, and price fluctuations on this material may impact holding the price for steel trusses for this bid term of 4 years. As such, if there are significant changes in the steel metals market, up or down, the awarded bidder may request an annual price adjustment on steel items noted on this bid. All written requests for price increases must include back-up documentation from manufacturer and a publication such as *American Metal Market - Closing Prices* and the *Wall Street Journal*. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the steel prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

38. Miscellaneous

A. The Contractor must adhere to all applicable OSHA requirements and Participating Member safe work practices.

B. The successful bidder shall execute the contract agreement within ten (10) days after receipt.

C. The contractor shall assign a project supervisor. The supervisor shall have experience with this type of work.

D. Participating Member reserves the right to employ a Third Party Inspector. The Third Party Inspector shall have the authority of the Participating Member to ensure the Contractor's compliance with the requirements of these specifications.

E. If subcontractors are to be utilized in this project, then their names and references must be included in the initial contract response. Responsibility for the performance of the contract remains with the main contractor exclusively. Subcontracts may be added to this contract during the contract period with PRIOR WRITTEN PERMISSION form Participating Member only.

F. Participating Member reserves the right to request references from the contractor prior to award of this bid. Participating Member also reserves the right to contact references for recommendation prior to award.

G. Any change to these specifications which may become necessary as the work progresses shall be furnished in writing to the Contractor.

Technical Specifications

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

CONTENTS:

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

1.0 DEFINITIONS

OWNER

CONTRACTOR:

2.0 SCOPE

This Specification explains the evaluation, preservative treatment, and reinforcing of poles and how OWNER expects it to be accomplished. The OWNER shall inform the CONTRACTOR in writing of any modifications or changes to the Specification to meet any special conditions.

The CONTRACTOR is not responsible for failure to reinforce poles made inaccessible by conditions beyond his/her control or poles marked to be reinforced and, upon further inspection; it is determined not to be reinforceable.

3.0 GENERAL

Pole reinforcing with a truss is a method by which a standing pole that has been weakened due to decay, insects, or mechanical damage can be braced with an Osmo-C-Truss™ or an Osmo-C2-Truss™. Pole restoration enables the pole to remain in its present location. Weakened poles that have been classified as reinforceable must first be treated to help arrest decay and/or insects. Not utilizing remedial treatment(s) reduces the useful life of a restored pole. Osmose recommends liquid internal treatments be applied to voids and fumigants applied above voids. External treatment should be applied on the poles outer surface after external decay is removed.

CONTRACTOR is to furnish all supervision, labor, tools, equipment and material necessary or required for the evaluation, internal treatment, and reinforcing of the OWNER's poles as identified in the Purchase Order or Contract. The OWNER will furnish the CONTRACTOR with maps showing locations of poles which are subject for reinforcing prior to the commencement of the work.

4.1 PERSONNEL QUALIFICATIONS OF CONTRACTOR

4.2 Qualifications of Supervisor

The Supervisor shall (i) have a valid Pesticide Applicators License in the State that the work is to be performed; and (ii) be in the position of the CONTRACTOR's Supervisor in the State that the work is to be performed; and (iii) be a pole reinforcing specialist with a minimum of two (2) years of experience in pole inspection, treatment and reinforcing.

4.3 Qualifications of Foreman

The Lead Person or Foreman shall (i) have one (1) year minimum experience in pole reinforcing and groundline treatment (upon request a résumé can be provided); or (ii) be able to pass a written or demonstration test to the satisfaction of the OWNER; and (iii) have passed a CONTRACTOR approved test qualifying the Foreman or Lead Person as being trained to handle wood preservatives.

Personnel not specifically qualified to reinforce poles as outlined above shall not be transferred to work in pole restoration from other contractual work. The OWNER reserves the right to request evidence of qualifications of the entire crew by "letter of reference," Foreman résumé, or training taken.

5.0 QUALITY CONTROL

Periodic Quality Control (QC) Checks will be performed with an OWNER representative and/or CONTRACTOR supervisor present. The OWNER will receive a copy of the QC report.

The QC Check shall consist of selecting at least three (3) poles at random and checking them against the inspection report. If one (1) or more poles are found discrepant, the population completed since the last QC inspection is to be considered rejected. Corrective actions must be agreed upon by the OWNER's and CONTRACTOR's representatives. When corrective action is completed to the satisfaction of the OWNER's representative, the lot is to be accepted.

6.0 INITIAL INSPECTION PROCEDURE

A visual inspection shall be made by the CONTRACTOR of all poles to be reinforced before any work is done. This inspection is limited to safety violations that are readily available.

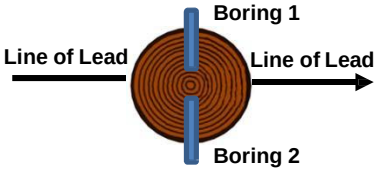
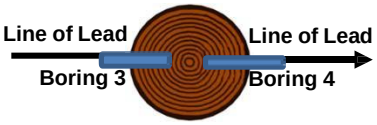
The CONTRACTOR does not warrant that the visual inspection shall locate any, or all, defects. The visual inspection is performed as a courtesy and not as an affirmative obligation. The CONTRACTOR does not guarantee that the inspection will reveal all potential safety problems. If the pole is not a candidate for reinforcing and/or if the appearance of any attachment seems improper, this information must be supplied to the OWNER's representative and no work is to be done until such conditions have been corrected.

7.1 DETERMINING REINFORCEABLE CANDIDATES

The following procedure is for typical wood poles where the initial inspection resulted in the rejection of the pole and marked for restoration.

Inspection Point	Inspection Procedure
1. Groundline Condition	• Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference. • Hollow poles at or below groundline shall have a ½" average sound shell or greater **Note:** If *groundline decay information is available in the pole inspection record from a recent inspection the pole does not require an additional groundline inspection by the Pole Restoration foreman.*

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

2. Lower Band Pole Condition	The average sound shell requirements listed below are for wood poles up to and including 65ft in length. All poles 70ft in length and above shall add 1" to the average sound shell requirements described below. • A **single truss** requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline. • A **double truss** may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline. *Procedure to determine lower band average sound shell*: *A.* Drill two (2) 3/8" diameter holes at fifteen inches (15″) above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.  *B.* If the average sound shell from these 2 borings is *two inches (2") or greater*, proceed to **Inspection Point 3** below. *C.* If the average sound shell is *less than two inches (2″)*, bore 2 additional holes in the line of lead. If the average of all 4 borings is *two inches (2") or greater*, proceed to **Inspection Point 3**.  *D.* If the average is still *less than two inches (2") but greater than one inch (1")*, the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline. *E.* If the average sound shell is *less than one inch (1"),* the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

3. Top of Truss Pole Condition	The average sound shell requirements listed below are for wood poles up to and including 65ft in length. All poles 70ft in length and above shall add 1" to the average sound shell requirements described below. • A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5'). • A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline. *Procedure to determine top of truss average sound shell*: *A.* Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead. *B.* If the average sound shell from these two (2) borings is *four inches (4") or greater*, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5. *C.* If the average sound shell is *less than four inches (4")*, Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell. Reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found as shown in Figure 4 or 5. **Note**: *In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".* All 3/8 boring made during restoration candidate inspection shall be plugged with tight fitting plastic plugs or pressure treated wooden dowels.

(A summary diagram and table can be seen in **Figure 1**)

8.1 PRESERVATIVE TREATMENT OF RESTORATION CANDIDATE

8.2 Groundline Treatment

This is recommended if not accomplished during the inspection process. All poles that can be excavated shall be covered eighteen inches (18″) below the groundline to three inches (3″) above the groundline by an OWNER approved preservative. Poles that cannot be excavated shall be treated with fumigants according to Sections 8.3 and 8.4. The preservative is to be covered by an OWNER approved moisture barrier to retain the preservative that shall extend one inch (1″) above the treated area and go around the pole with a four inch (4″) overlap which is to be stapled to the pole. Follow manufacturer's recommendations.

When obstructions occur, such as fences, curbs, walls, cable risers, interfering ground rods, etc., the preservative shall be carefully applied near the obstructions and the moisture barrier wrapped as close to the obstructions as possible. Such conditions shall be recorded.

Acceptable preservative paste formulations are:

MP500-EXT	
Ingredients	**Amount**
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	**100.00%**

8.3 Internal Treatment

All rejected poles to be reinforced must be internally treated if internal decay is detected. At least nine (9), three-eighths inch (3/8") diameter holes shall be bored to the center of the pole starting from groundline in a spiral fashion to just above the reinforcing steel. The internal treatment shall be applied to all holes bored with a minimum of forty (**40**) PSI pressure. The material shall be pumped into the bottom hole until it is noticed at the next higher hole. This hole is then plugged and additional preservative pumped into the cavity until it is noticed at the next higher hole. This procedure is followed until the cavity is filled. All holes must be plugged with tight fitting plastic plugs or pressure treated wooden dowels.

Appropriate safety equipment must be used when applying internal treatment. Avoid splashing onto the surrounding area.

Internal treatments shall have the following chemical compositions (fumigants cannot be substituted):

Hollow Heart® CB Dilute Solution	
Ingredients	**Amount**
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

8.4 Fumigant Treatment

Fumigants are used for treatment of solid wood and should be applied above the decayed area when specified. Fumigants should be applied to poles that cannot be excavated and externally treated according to Section 8.1.

Acceptable fumigants will have the following chemical compositions:

MITC-FUME® (Contains 97% Methylisothiocyanate)	
Pole Circumference (Inches)	**Number of Holes Drilled**
28 or less	Two holes spaced 120º apart and 6" to 8" higher than the previously bored hole.
29 to 35	Three holes spaced 120º apart and 6" to 8" higher than the previously bored hole.

36 to 49	Four holes spaced 90º apart and 6" to 8" higher than the previously bored hole.
50 to 59	Five holes spaced 70º apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes spaced 60º apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes, the first two at groundline 180º apart, and the remaining five spaced 60º apart and 4" to 6" higher than the previously bored hole).
80 to 90	Eight holes, the first two at groundline 180º apart, and the remaining six spaced 50º apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes, the first two at groundline 180º apart, and the remaining seven spaced 45º apart and 4" to 6" higher than the previously bored hole.

8.5 Fumigant Application

Fumigants shall be applied as follows:

- Boring diameter, hole length and fumigant application rate shall be as specified on EPA approved label
- Borings shall be directed toward the center of the pole at an angle of no less than forty-five degrees (45°)
- Care should be taken to avoid going through the pole or seasoning checks
- Borings shall start at the appropriate location and shall be evenly spaced up the pole in a spiral pattern. No less than six (6) vertical inches shall separate adjacent holes.
- Application holes shall be plugged with tight fitting removable plastic plugs or treated wood dowels.

8.6 Re-treatment of Reinforced Poles

It is the OWNER's goal to re-treat all reinforced poles during the re-inspection process. A pole that has a single truss shall be groundline treated and also internally treated. Double trussed poles shall be internally treated.

9.1 REINFORCING MATERIALS

9.2 Osmo-C-Truss™

Please note the following about the Osmo-C-Truss:

- Minimum yield strength is 80,000 PSI for the 980, 1080, 1180, 1280, 1380, 1480, 1580 and 1680. Minimum yield strength is 100,000 PSI for 5100.
- Galvanized per ASTM Specification A-123 Grade 75

- Date of manufacture and size of truss must be permanently stamped into exterior surface approximately twelve inches (12″) from the top of the truss
- Truss designations include 5100, 980, 1080, 1180, 1280, 1380, 1480, 1580 and 1680
- Banding to be two inches by forty-four thousandths of an inch (2″ x .044”) minimum with minimum load strength for each single wrap of 10,000 pounds. A hot dip galvanized coating must be two ounces (2 oz.) per square foot.
- Two (2) seals used for each band, each seal to be crimped (not notched) two (2) times for a joint efficiency of ninety-five percent (95%). Seals are hot dip galvanized.

9.3 Osmo-C2-Truss™

Please note the following about the Osmo-C2-Truss:

- Minimum yield strength is 100,000 PSI
- Galvanized per ASTM Specification A-123 Grade 100
- Date of manufacture and size of truss must be permanently stamped into exterior surface approximately twelve inches (12″) from the top of the truss
- Truss designations include C2-36, C2-49, C2-56 and C2-71
- Banding to be two inches by forty-four thousandths of an inch (2″ x .044”) minimum with minimum load strength for each single wrap of 10,000 pounds. A hot dip galvanized coating must be two ounces (2 oz.) per square foot
- Either two (2), 2-15/16” seals or one (1), five inch (5”) seal are used for each band, each 2-15/16” seal is to be crimped (not notched), two (2) times and each five inch (5”) seal is to be crimped (not notched), four (4) times. Seals are hot dip galvanized

10.0 ACCESSIBILITY

The pressurized treating and reinforcing equipment must be capable of operating a minimum of two-hundred and fifty feet (250’) from the reinforcing truck. Poles not accessible with pressured equipment are serviceable with alternate equipment the CONTRACTOR can provide when necessary.

11.1 DETERMINING SIZE OF OSMO-C-TRUSS AND OSMO-C2-TRUSS

Steel trusses must be of sufficient size to provide adequate strength as defined by National Electrical Safety Code (NESC) requirements. The NESC states that poles adhering to Rule 250B shall be rehabilitated to a strength greater than 2/3 of that required when installed. In California, the truss strength must meet or exceed the requirements of General Order No. 95 or the NESC.

Each size truss is limited to a minimum pole circumference for proper reinforcement.

Standard truss lengths are specified for each cross-sectional size (see Table 1). Standard truss lengths are based on four inches (4") of shell at a distance above ground equal to half the length of the truss. If it is necessary to extend the top of the truss above the standard distance from ground, the length of the truss will be increased.

Tall trusses and double trusses require additional equipment such as pike poles to ensure worker safety during installation.

A truss cannot be used below its groundline pole circumference limitation in accordance with the following:

Table 1

C2 Truss Size	C2-36	C2-49	C2-56	C2-71
Minimum Pole Circumference at Groundline	22.75″	28.5″	32″	33.5″
Standard Length (ft)	10'	10'	10'	10'
Tall Truss Length Options (ft)	13'	13'	13'	13'

C Truss Size	5	9	10	11	12	13	14	15	16
Minimum Pole Circumference at Groundline	18"	29.75"	33.75″	36.5″	39.25″	43″	45.25″	48.75″	52″
Standard Length (ft)	10'	10'	11'	11'	11'	11'	13'	13'	13'
Tall Truss Length Options (ft)	13'	13'	13'	13'	13'	13'	-	-	-

*Custom lengths are available upon request and should be handled with separate proposals.

11.2 CONTRACTOR Provided Information

CONTRACTOR must provide information as follows:

- Quantity and size of truss used for each class and length pole
- Range of truss sizes
- Theoretical strength of each size truss
- Available lengths for each truss size

12.0 TEMPORARY REINFORCING OF POLES

At the discretion of the OWNER's representative, rejected poles may be temporarily reinforced prior to replacement. It is not necessary that a temporarily reinforced pole be externally treated, but it should be internally treated with an approved internal treating solution as outlined in Section 8.2.
Trusses, as specified in *Table 1* above, should also be used for temporary reinforcing of poles.

13.1 INSTALLATION OF STEEL TRUSSES

The trusses are to be positioned on the pole as shown in *Figure 3* below. Care should be taken when installing a steel truss to avoid damaging any part of the grounding system or other underground facilities.

Trusses are driven to a depth which develops adequate anchoring below the decay zone. During installation the truss must be held tightly against the pole to insure a good working unit. Installer will maintain the driving depth shown in Figure 4 and 5 regardless of total length of the truss unless:

- When driven to refusal, it is permissible to leave trusses one (1) foot higher than stated, and therefore one (1) foot shallower, as listed in Figure 4 and 5.
- On shallow set poles, as determined by pole brand, it is permissible to leave trusses more than one (1) foot higher when driven to the butt of the pole.

A minimum of four (4) bands are used to secure the truss to the pole above ground (see *Figure 4 and 5* below).

Poles with less than 50% remaining circumference shall be braced using pike poles or some other method to support the pole during the truss installation.

13.2 Osmo-C-Truss Banding

Figure 4 and 5 below shows a complete listing of banding requirements for each truss size along with truss heights and depths.

Each double band must be double wrapped around the pole through the seal and then pulled tight with a pneumatic tensioner rated at 2,000 pound force, one-hundred (100) PSI air pressure.

Each Osmo-C-Truss band will be fastened with two (2) seals. Each seal is crimped twice with a pneumatic crimper operating on ninety (90) PSI air supply giving ninety-five percent (95%) average joint efficiency. The seals must remain flat against the pole, not becoming "C-shaped." Osmose supplied hand tensioners and crimpers can be used in the event that pneumatic tools cannot be used.

13.3 Osmo-C2-Truss Banding

The Osmo-C2-Truss bands (as described in *Section 9.2* above) for a pole with a C2-36, C2-49, or C2-56 truss are wrapped once around the pole and pulled tight with a pneumatic tensioner rated at 2,000 pound force, one-hundred (100) PSI air pressure. The C2-71 requires six (6) single bands or four (4) double bands. *Figure 4 and 5* below shows a complete listing of banding requirements along with truss heights and depths.
Each double band must be double wrapped around the pole through the seal and then pulled tight with a pneumatic tensioner rated at 2,000 pound force, one-hundred (100) PSI air pressure.

Each Osmo-C2-Truss band will be fastened with two (2), 2-15/16" seals or one (1), five inch (5") seal. Each 2-15/16" seal is crimped (not notched) two (2) times and each five inch (5") seal is crimped (not notched) four (4) times with a pneumatic crimper operating on ninety (90) PSI air supply. The seals must remain flat against the pole, not becoming "C-shaped." Osmose supplied hand tensioners and crimpers can be used in the event that pneumatic tools cannot be used.

14.0 TAGGING

All poles shall be tagged with an OWNER approved tag indicating CONTRACTOR's name and year reinforced.

15.0 EXCEPTIONS

Exceptions to this Specification will be considered but are subject to written approval by the OWNER and the CONTRACTOR.

16.0 STORAGE ON OWNER'S PROPERTY

The OWNER will allow storage of the CONTRACTOR's equipment and material on the OWNER's property.

17.1 CONFORMANCE TO EPA, OSHA AND DOT STANDARDS

Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be supplied upon request. Examples may include the following:

- All operating policies for crew members regarding preservative handling and the disposal of empty containers used during reinforcing and pole treatment
- Standards for truck-mounted equipment to provide safe storage and pumping of internal treatment
- Standards for labeling trucks properly
- Material Safety Data Sheets must be supplied for all preservatives used

CONTRACTOR's personnel must wear prescribed safety clothing, safety equipment and observe safe practices according to the above Specification.

18.1 TEST RESULTS

Any product or system being proposed which has not been previously approved by the OWNER, the owner may request destructive test results included with the proposal.

WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 1

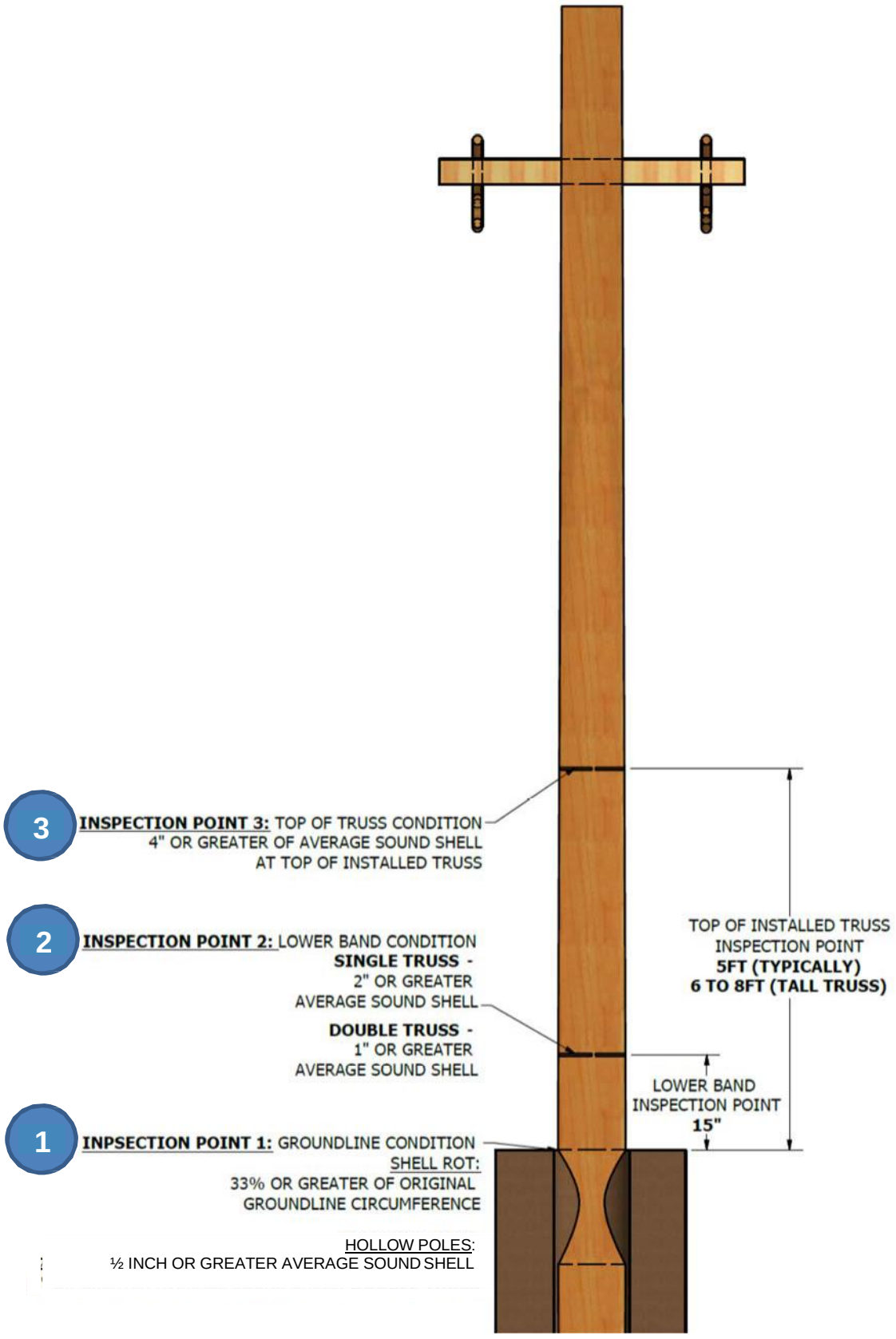
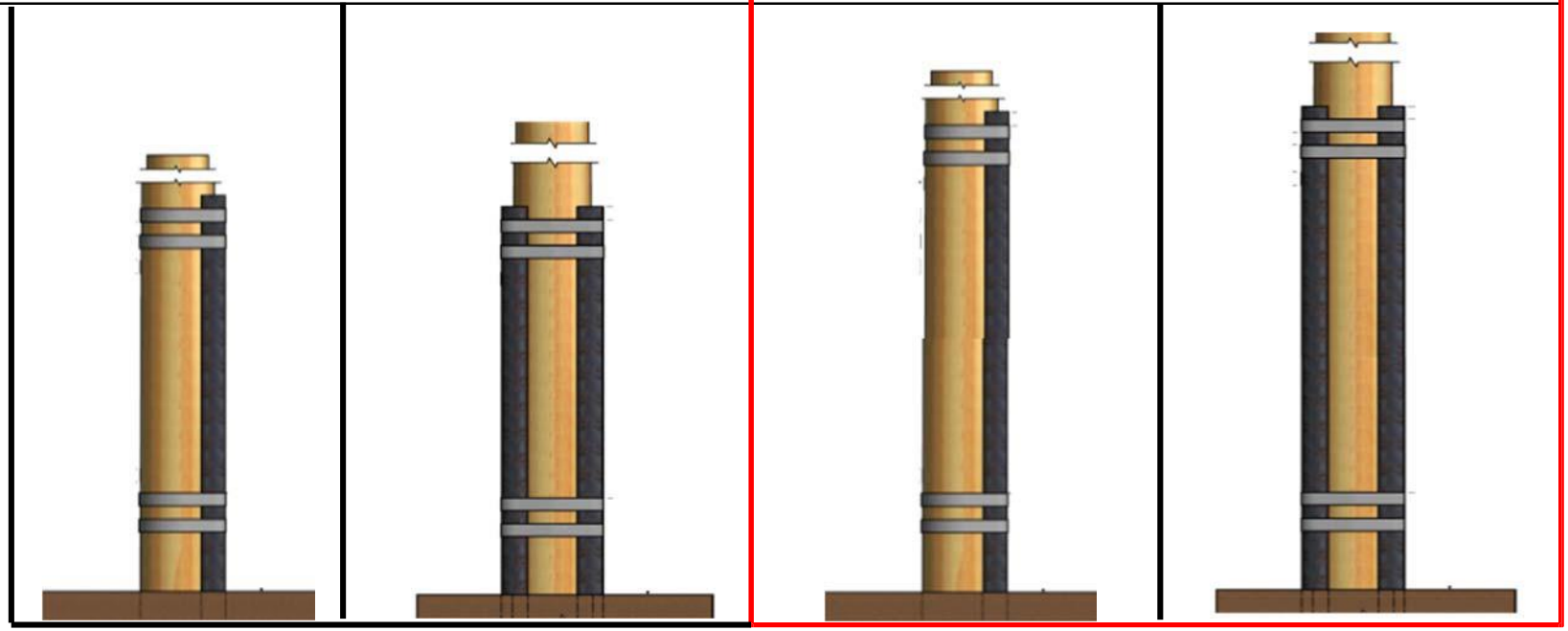


EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 2.

4” avg sound shell **ONLY** found at 6-8ft

	Single Standard Truss	Double Standard Truss	Single Tall Truss	Double Tall Truss
Required Average Sound Shell at **Lower Bands**	**2” or greater** average sound shell 15” above ground	**1” to less than 2”** average sound shell 15” above ground	**2” or greater** average sound shell 15” above ground	**1” to less than 2”** average sound shell 15” above ground
Required Average Sound Shell at **Top of Truss**	**4” or greater** average sound shell at top of installed truss	**4” or greater** average sound shell at top of installed truss	**4” or greater** average sound shell 6ft to 8ft above ground	**4” or greater** average sound shell 6ft to 8ft above ground
Allowable **Shell Rot**	Remaining Circumference **33% or greater** than original circumference		Remaining Circumference **33% or greater** than original circumference	



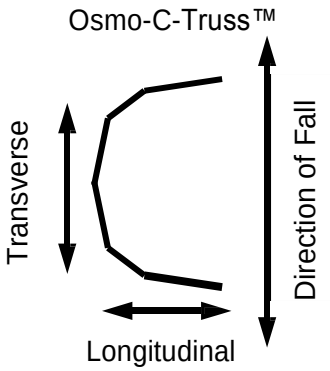
*The average sound shell requirements listed above are for wood poles up to and including 65ft in length.
All poles 70ft in length and above shall add 1” to the average sound shell requirements described below

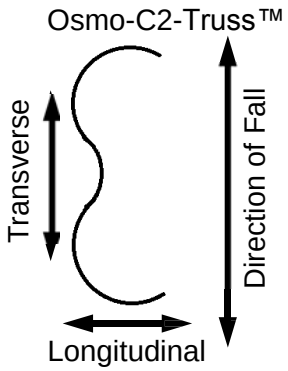
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 3

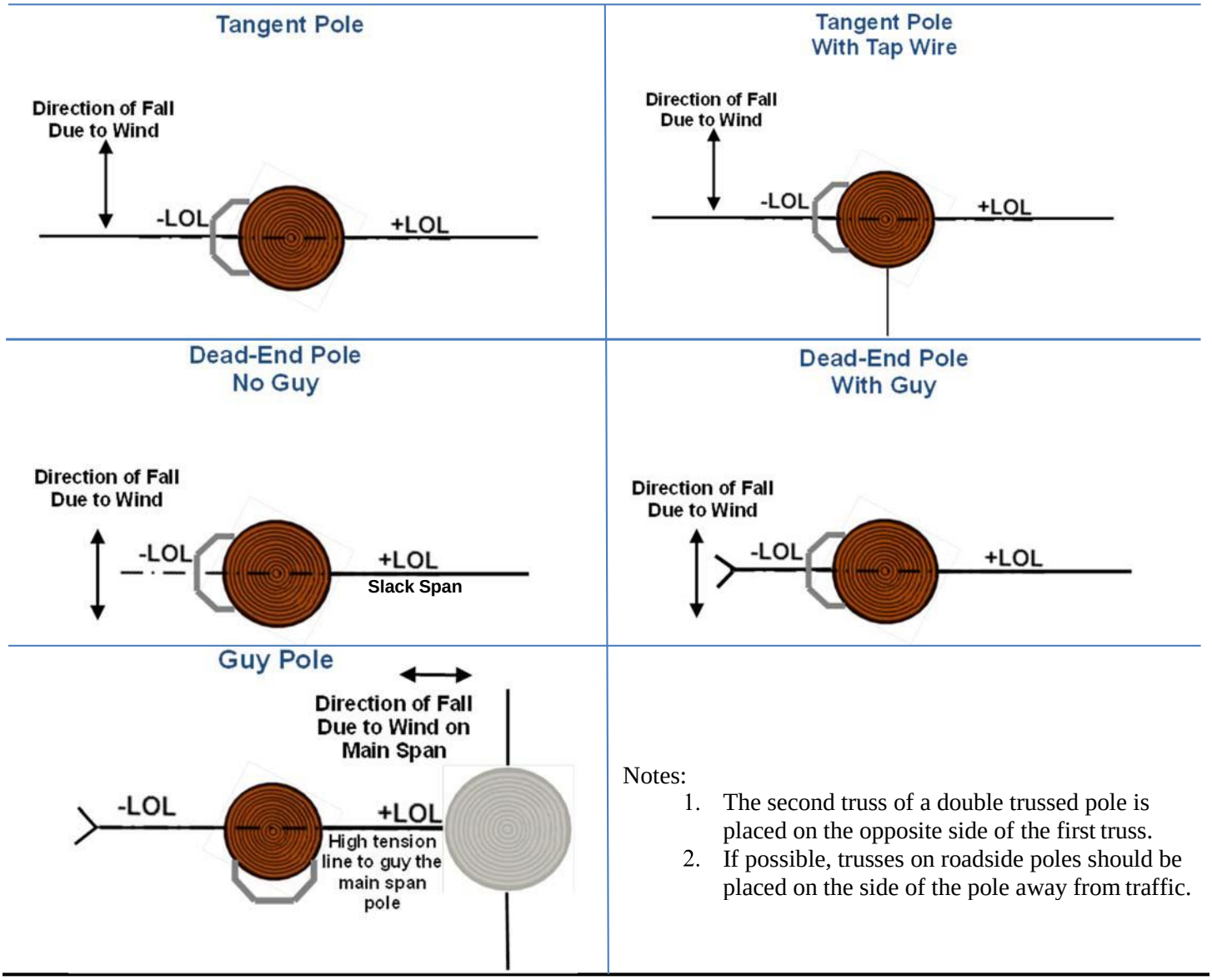
TRUSS ORIENTATION ON A POLE

The direction of fall should be supported by the sideways (transverse) bending strength of the Truss. The direction of fall is defined as the probable direction of fall due to wind load.





Tangent Poles and Dead End Poles



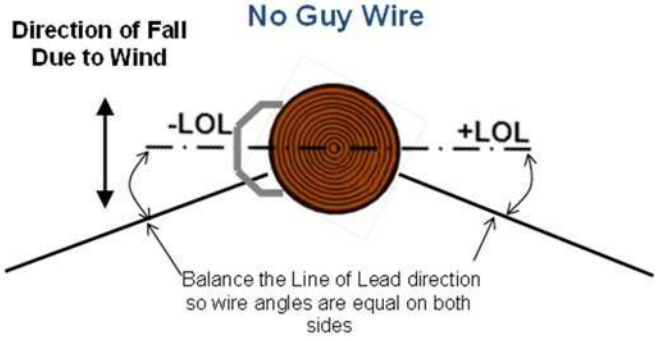
Notes:

1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.

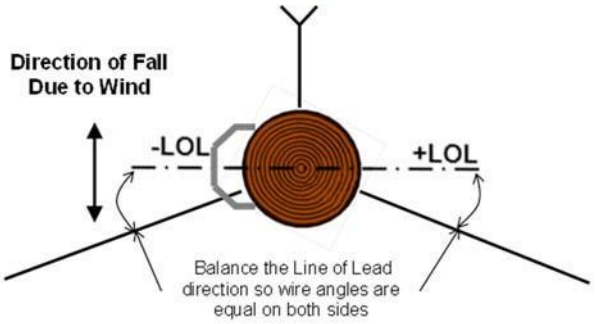
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Angle Poles

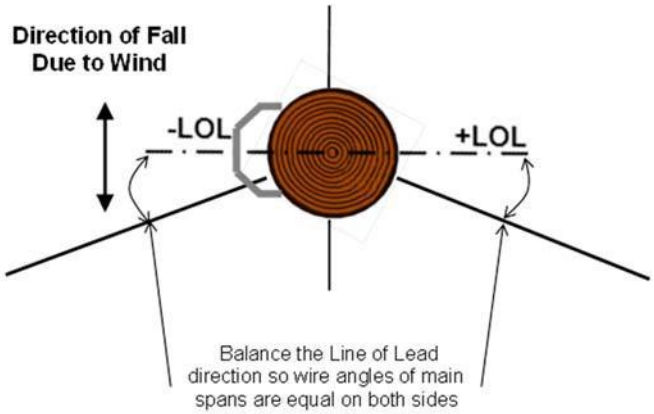
Angle Pole No Guy Wire



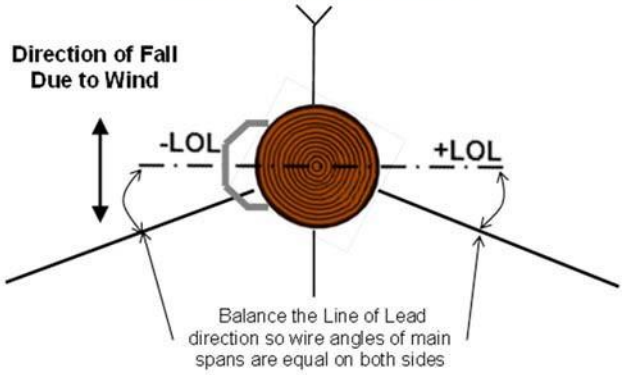
Angle Pole With Guy Wire



Angle Pole With Tap wire(s)



Angle Pole With Guy and Tap wire(s)

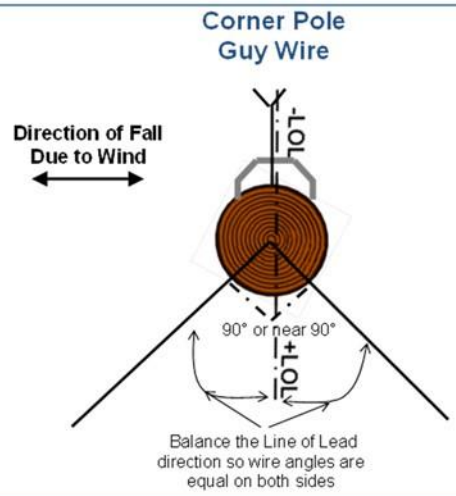


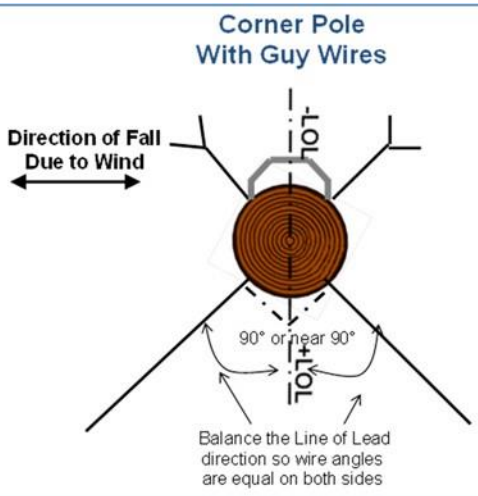
NOTES:

1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.
3. Angle poles probable direction of fall is perpendicular to the line of lead as shown in the diagrams.

EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Corner Poles (90°)





NOTES:

1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.
3. Corner poles probable direction of fall is perpendicular to the line of lead as shown in the diagrams.

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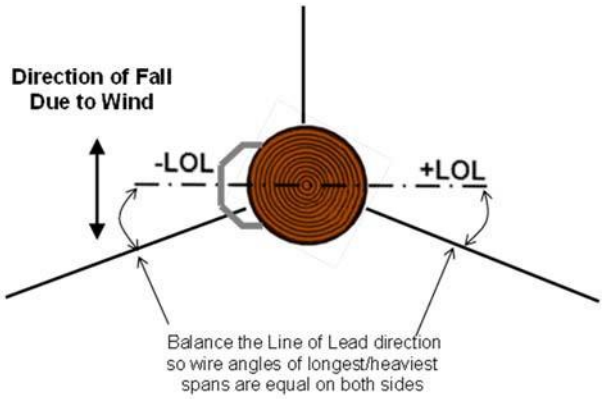
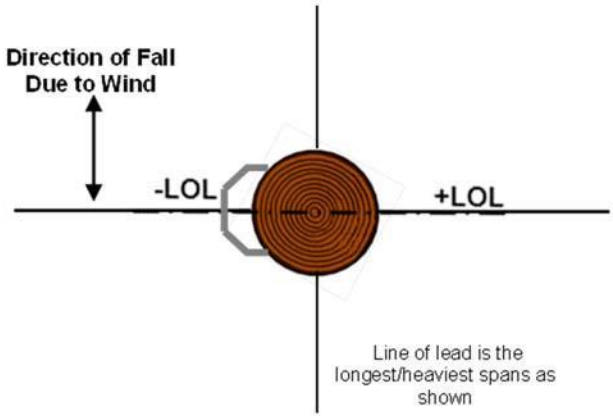
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Junction Poles

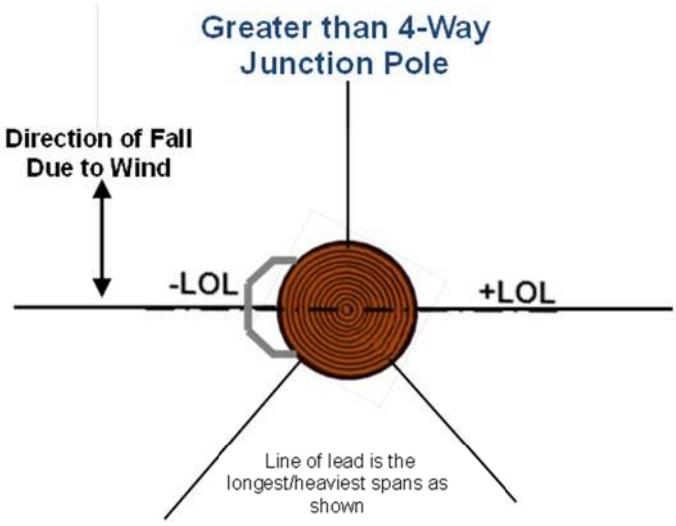
3-Way Junction Pole



4-Way Junction Pole



Greater than 4-Way Junction Pole



NOTES:

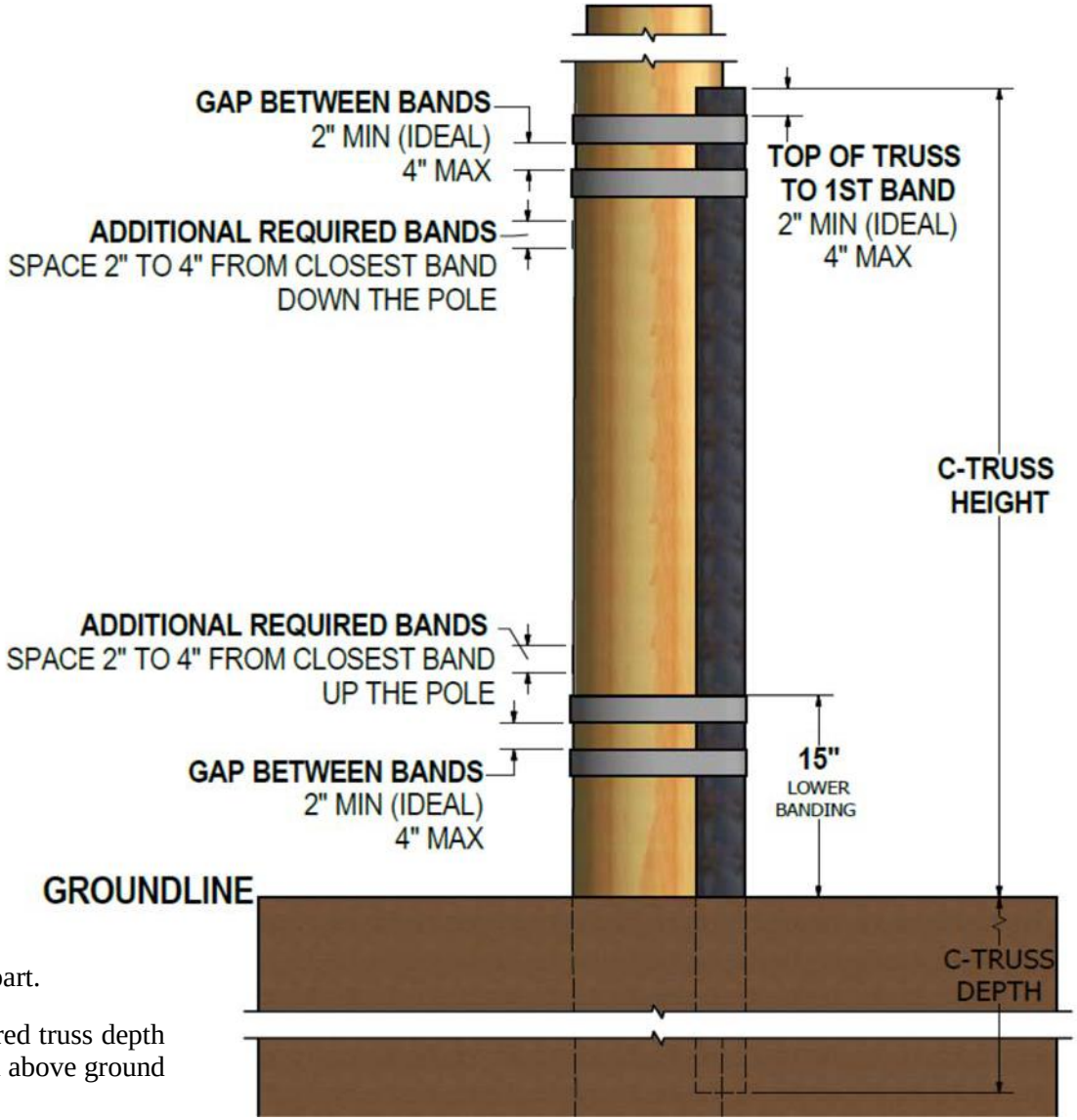
1. The second truss of a double trussed pole is placed on the opposite side of the first truss.
2. If possible, trusses on roadside poles should be placed on the side of the pole away from traffic.
3. A Junction pole's probable direction of fall is perpendicular to the line of lead that is the longest/heaviest wire span.
4. When a junction pole has similar span lengths in all directions the worst case wind load is perpendicular to direction of the highest wire span line of lead

EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 4

C-Truss and C2-Truss™ and Banding – Single Truss Installation Diagram

Truss Standard Size	Truss Depth C-T_d (ft)	Truss Height C-T_h (ft)	Truss Bands Required
5100 x 10	5	5	4 Singles
C2-3610	5	5	4 Singles
C2-4910	5	5	4 Singles
C2-5610	5	5	4 Singles
C2-7110	5	5	6 Sgl or 4 Dbl
980 x 10	5	5	6 Sgl or 4 Dbl
1080 x 11	5.5	5.5	4 Doubles
1180 x 11	5.5	5.5	4 Doubles
1280 x 11	5.5	5.5	4 Doubles
1380 x 11	5.5	5.5	6 Doubles
1480 x 13	6.5	6.5	6 Doubles
1580 x 13	6.5	6.5	6 Doubles
1680 x 13	6.5	6.5	8 Doubles



Installer is to make his best effort to have all band spacing 2 inches apart.

If a taller truss is required due to high decay, drive truss to the required truss depth of the standard size truss listed above, and leave the additional length above ground to cover the high decay.

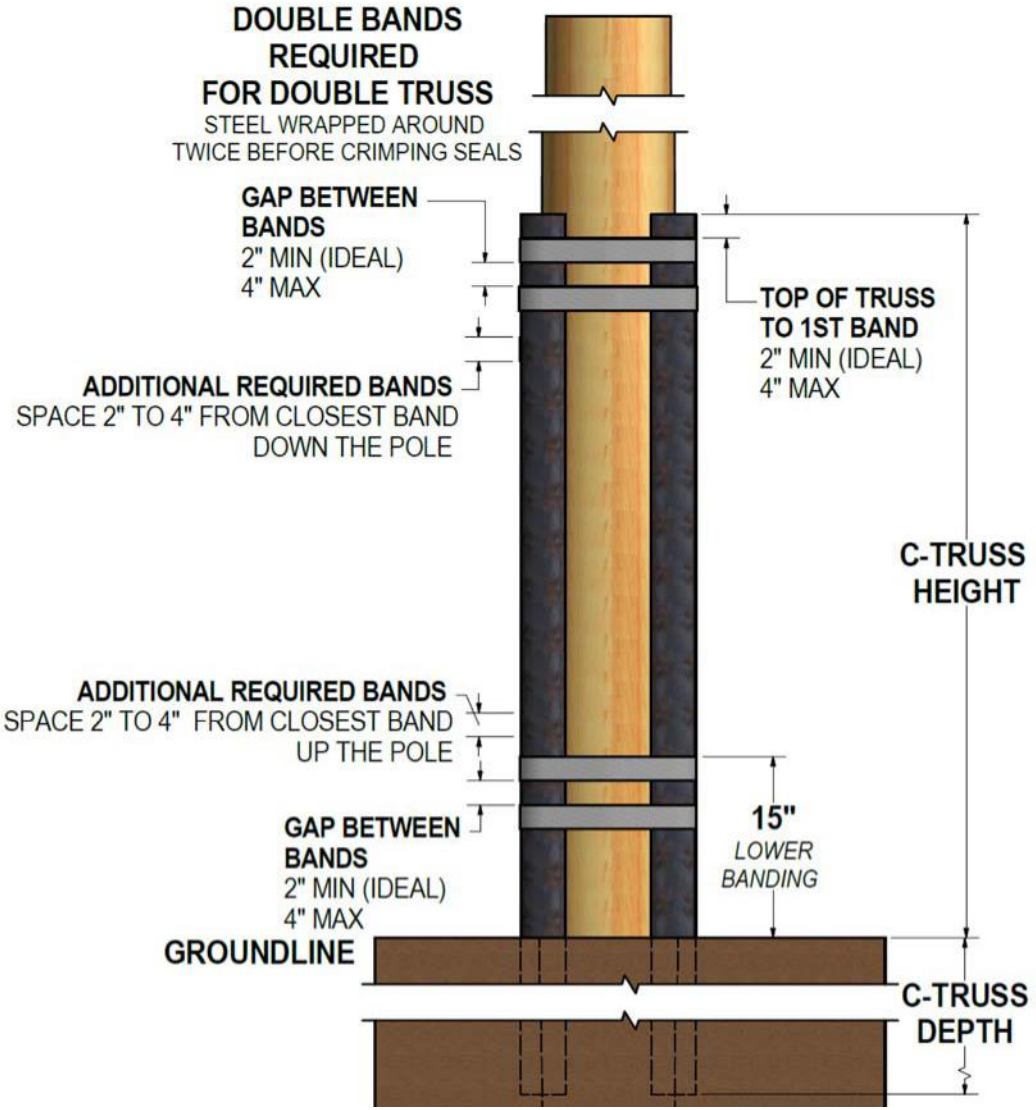
EXHIBIT A
WOOD POLE RESTORATION WITH STEEL TRUSSES SPECIFICATION

Figure 5

C-Truss and C2-Truss™ and Banding – Double Truss Installation Diagram

Truss Standard Size	Truss Depth $C\text{-}T_d$ (ft)	Truss Height $C\text{-}T_h$ (ft)	Truss Bands Required
C2-3610 D	5	5	4 Doubles
C2-4910 D	5	5	4 Doubles
C2-5610 D	5	5	4 Doubles
C2-7110 D	5	5	4 Doubles
2-980 x 10	5	5	4 Doubles
2-1080 x 11	5.5	5.5	6 Doubles
2-1180 x 11	5.5	5.5	6 Doubles
2-1280 x 11	5.5	5.5	8 Doubles
2-1380 x 11	5.5	5.5	8 Doubles
2-1480 x 13	5.5	6.5	10 Doubles
2-1580 x 13	6.5	6.5	10 Doubles
2-1680 x 13	6.5	6.5	10 Doubles

Installer is to make his best effort to have all band spacing 2 inches apart. If a taller truss is required due to high decay, drive truss to the required truss depth of the standard size truss listed above, and leave the additional length above ground to cover the high decay.



Osmose

Distribution: Combined Grade B & C — 3-3-15

Class — NESC Restoration Factor: Rule 250B — *67%*

Length (ft)	H1	1	2	3	4	5	6	7	9
20		Blue C2-4910 42,000 28.5	Red C2-3610 34,533 22.75	Red C2-3610 28,000 22.75	Red C2-3610 22,400 22.75	White 5100x10 17,733 18	White 5100x10 14,000 18	White 5100x10 11,200 18	White 5100x10 6,907 18
25		Green C2-5610 54,000 33	Blue C2-4910 44,400 28.5	Red C2-3610 36,000 22.75	Red C2-3610 28,800 22.75	Red C2-3610 22,800 22.75	White 5100x10 18,000 18	White 5100x10 14,400 18	White 5100x10 8,880 18
30		Brown C2-7110 67,500 33.5	Green C2-5610 55,500 33	Blue C2-4910 45,000 28.5	Red C2-3610 36,000 22.75	Red C2-3610 28,500 22.75	Red C2-3610 22,500 22.75	White 5100x10 18,000 18	White 5100x10 11,100 18
35	White 1180x11 97,200 36.5	Black 1080x11 81,000 33.75	Brown C2-7110 66,600 33.5	Green C2-5610 54,000 33	Blue C2-4910 43,200 28.5	Red C2-3610 34,200 22.75	Red C2-3610 27,000 22.75	Red C2-3610 21,600 22.75	
40	Yellow 1280x11 115,200 39.25	White 1180x11 96,000 36.5	Black 1080x11 78,933 33.75	Brown C2-7110 64,000 33.5	Green C2-5610 51,200 33	Blue C2-4910 40,533 28.5	Red C2-3610 32,000 22.75		
45	Green 1380x11 131,400 43	White 1180x11 109,500 36.5	Black 1080x11 90,033 33.75	Brown 980x10 73,000 29.75	Brown C2-7110 58,400 33.5	Blue C2-4910 46,233 28.5	Red C2-3610 36,500 22.75		
50	Green 1380x11 147,600 43	Yellow 1280x11 123,000 39.25	White 1180x11 101,133 36.5	Black 1080x11 82,000 33.75	Brown C2-7110 65,600 33.5	Green C2-5610 51,933 33			
55	Red 1480x13 163,800 45.25	Green 1380x11 136,500 43	Yellow 1280x11 112,233 39.25	Black 1080x11 91,000 33.75	Brown 980x10 72,800 29.75				
60	Blue 1580x13 180,000 48.75	Green 1380x11 150,000 43	Yellow 1280x11 123,333 39.25	White 1180x11 100,000 36.5	Black 1080x11 80,000 33.75				
65	White 2-1180x11 196,200 36.5	Red 1480x13 163,500 45.25	Green 1380x11 134,433 43	White 1180x11 109,000 36.5	Black 1080x11 87,200 33.75				
70	White 2-1180x11 212,400 36.5	Blue 1580x13 177,000 48.75	Green 1380x11 145,533 43	Yellow 1280x11 118,000 39.25	Black 1080x11 94,400 33.75				

LEGEND

Truss Color Code

Truss Required

Required Steel Strength (ft-lbs)

Min Pole Circ. Allowed by Truss

• *Minimum Pole Circumference* set to ensure truss edges bite into pole upon installation.

Truss	Min. Circum @ 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	33.00	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

IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS

TABLE OF CONTENTS:

IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS

1.1 General:

1.2 Scope: This specification is intended as a basis for the inspection and supplemental treatment of wood poles. Poles less than ten (10) years old will only be visually inspected and reported if the visual inspection warrants no further action. All other poles are to be inspected both above and below the groundline area.

1.3 Contract Definitions:

1. OWNER: Participating FMPA Members
2. CONTRACTOR: Awarded Vendor

1.4 CONTRACTOR Requirements: CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection and treatment of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection and/or treatment. OWNER shall provide CONTRACTOR the legal right to access the work site.

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection and treatment business. CONTRACTOR must have documented programs/policies conforming to the Environmental Protection Agency ("EPA"), the Occupational Safety and Health Administration ("OSHA"), the Department of Transportation ("DOT"), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for CONTRACTOR's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment ("PPE").

CONTRACTOR shall maintain throughout the term of the applicable agreement, in full force and effect, in amounts reasonably satisfactory to OWNER and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including Public Liability, Personal Injury, Property Damage, and Contractual Liability) and Automobile Liability. Prior to the commencement of the work, CONTRACTOR shall furnish OWNER with a certificate evidencing said coverages.

1.5 Personnel Qualifications:

1.4.1 Foremen Qualifications: Each Foreman shall have:

- A minimum of eight weeks formal training in the art of inspecting and treating poles
- A minimum of six months experience as a pole inspector foreman

- Passed a written or demonstration test to the satisfaction of CONTRACTOR
- Passed a CONTRACTOR-approved pesticide training program, qualifying the Foreman having the expertise and training to handle wood preservatives
- Met the applicable state requirements for a commercial applicator

Foreman with less than six months experience, who have completed a training program specifically designed to acquaint them with the procedures for pole inspection and treatment, may be used if all the following conditions are met:

- Weekly quality checks by his/her CONTRACTOR Supervisor are performed on the Foreman's work for the first four weeks after completion of training (an OWNER representative will be contacted regarding the scheduling of these quality checks and is encouraged to be present at the quality checks)
- CONTRACTOR Quality Control report forms are submitted to OWNER by the end of the following week
- OWNER's representative may request that a Quality Control inspection be performed at any time (CONTRACTOR's supervisory personnel will be present at the quality checks)
- Other options reasonably requested by OWNER

OWNER reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by OWNER.

1.4.2 **Supervisor Qualifications:** The Supervisor shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Supervisor in the state in which the work is to be performed
- Have a minimum of two years field experience in the art of inspecting and treating poles

1.4.3 **Manager Qualifications:** The Manager shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles

- Hold the position of CONTRACTOR's Manager in the state in which the work is to be performed
- Have at least four years field experience in the art of inspecting and treating poles

1.5 **Workmanship and Damages:** All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal and state regulations. OWNER considers work not in accordance with this specification, or work not in accordance with state and federal regulations, or unskilled or careless work, to be sufficient reason to order CONTRACTOR to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of OWNER. Further, OWNER reserves the right to require CONTRACTOR to replace any worker before work is allowed to continue. If not satisfied, OWNER will consider this to be just cause for termination of the contract.

Any damages, real or personal, off the right-of-way arising solely from the negligent performance of the work specified herein, or any damages on the right-of-way arising solely as a result of negligent operations, shall be settled promptly by CONTRACTOR.

OWNER recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. OWNER should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. An inspection tag is neither an expressed nor implied warranty that the pole meets the National Electric Safety Code ("NESC"), the General Order No. 95 ("GO 95"), nor any other applicable standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail.

1.6 **Quality Control:**

1.6.1 **Quality Control Inspection:** A Quality Control ("QC") inspection shall be performed for each time period of not less than one week's work, but not to exceed two weeks' previous work. The QC inspection will be conducted with CONTRACTOR's Supervisor, and at OWNER's option, with OWNER's representative when available. The QC inspection shall consist of the partial to complete re-inspection of those poles selected by OWNER'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, re-treatment, and re-wrapping of those poles that were inspected below groundline. CONTRACTOR's cost of said re-treatments shall be borne by CONTRACTOR. At least three poles will be selected for each QC inspection. OWNER shall be issued a copy of the QC field report.

1.6.2 **Discrepancies and Corrective Action:** Any serious errors will be brought to the attention of CONTRACTOR. Corrective action, reasonably satisfactory to OWNER, must be taken by CONTRACTOR to remedy the situation before the

next QC check. The corrective action may include, but not be limited to, re-working each pole back to the previous QC check point at no cost to OWNER.

1.7 **Definitions for Inspection and Treatment:** Pole inspection and treatment categories are defined as follows:

1.7.1 **Reported Pole (Visual Inspection):** A reported pole is a pole less than ten (10) years old about which OWNER desires information, including poles the CONTRACTOR identifies as not present in the field, or any pole that is judged to be unserviceable prior to excavation (as specified in Section 3.2), or any pole which is determined by CONTRACTOR, in CONTRACTOR's reasonable opinion, to be inaccessible. Poles less than ten (10) years old may be subjected to further evaluation at CONTRACTOR's discretion. Copper naphthenate and Cellon treated poles shall be fully excavated regardless of age according to Section 3.3.

This inspection method provides no indication of groundline wood strength except for the possible notation of pole class. If used alone, this inspection provides little information to help OWNER improve its pole plant. Poles with obvious above ground defects (as specified in Section 3.2) will be rejected. This inspection method will miss most priority and reject poles.

1.7.2 **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 (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

This inspection method can miss poles without sufficient strength to meet NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. Used in conjunction with visual inspection, historical data shows approximately 50% to 60% of reject and priority poles will be found.

1.7.3 **Fully Excavated Pole:** Any pole passing the above ground visual inspection (other than poles defined in Section 1.7.1) which has been excavated around the entire circumference as specified in Section 3.3.

This inspection procedure constitutes the most thorough method known in the industry. Nevertheless obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles prevent "full" excavation and/or treatment with respect to depth, circumference, or both. Typically, once the excavation is made to improve inspection accuracy, the procedure also includes treatments. Used in conjunction with visual inspection,

historical data shows approximately 98% of reject and priority poles will be found.

1.7.3.1 **Externally Treated Pole:** A groundline treated pole is any fully excavated pole designated by OWNER which, upon inspection, is found to be a candidate for external preservative treatment. Treatment is specified in Section 5.2.

1.7.3.2 **Fully Excavated Rejected Pole:** A fully excavated rejected pole is any fully excavated pole that meets the criteria specified in Sections 3.2 and/or 4.2.

1.7.3.3 **Externally Treated Reject Pole:** An externally treated reject pole is a fully excavated rejected pole that, after inspection, meets criteria for pole restoration. A pole found to be restorable will be groundline treated provided enough sound wood remains. The inspector will make a notation in the data as to whether a pole can or cannot be restored.

1.7.4 **Rejected Pole:** A rejected pole is any pole that meets the criteria specified in Sections 3.2 and/or 4.2.

1.7.5 **Priority Pole:** A priority pole is any pole that is in need of immediate attention (restoration or replacement); usually has an average shell of 1" or less (for distribution poles) or 2" or less (for transmission poles), or less than one-half of its original circumference and/or 13% or less remaining original strength (**if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR**). The location of priority poles will be reported to OWNER's representative as specified by OWNER in writing.

1.7.6 **Percent Remaining Strength or Remaining Section Modulus:** The percent remaining strength is the estimated percentage of bending strength remaining in a pole compared to its original strength when reductions are made for decay or mechanical defects noted by the Foreman. OWNER acknowledges that the percent of remaining strength is an estimate based on the information outlined herein.

1.7.7 **Percent Load:** The percent load is the estimated load on the pole at the date and time the pole was inspected shown as a percent of ultimate capacity based on application of ice, wind, and overload conditions specified by OWNER.

1.7.8 **Percent Required Strength:** The percent required strength is the estimated percentage of strength required based on the estimated load on the pole at the date and time the pole was inspected.

1.7.9 **Internal Treatment:** CONTRACTOR's EPA-registered insecticide and preservative (as specified in Section 5.4) solution is applied internally under 40 PSI minimum pressure through a set of multiple borings to any insect cavities/voids and/or internal decay voids that constitute a size of 1/2" or larger.

1.7.10 **Fumigant Treatment:** CONTRACTOR's EPA-registered fumigant treatment. CONTRACTOR shall apply a fumigant treatment(s) to OWNER's poles as specified in Section 5.3.

1.7.11 **Through-Bored Poles**: Poles with a series of small diameter holes drilled through the groundline area of the pole during the manufacturing process to enhance the original treatment.

1.8 **Copper Naphthenate and Cellon Treated Poles:** Due to inconsistencies with the original treatment process, poles manufactured with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment can be prone to inconsistent decay patterns and there is a probability of decay being present at heights far above groundline. Due to these inconsistent decay patterns, an accurate assessment of copper naphthenate and Cellon treated poles cannot be performed using traditional inspection procedures of sound and bore and/or full excavate at groundline. OWNER should assume that any inspection information provided by CONTRACTOR is incomplete and does not represent an accurate opinion on the serviceability of the pole. CONTRACTOR does not warrant or offer any type of indemnification on any inspections performed on copper naphthenate or Cellon treated poles.

Furthermore, it is recommended that OWNER inspect copper naphthenate and Cellon treated poles above the groundline to the tip or the maximum height allowed. CONTRACTOR does not perform this service.

2.1 **General Precautions and Requirements for Preservative Applications:**

2.2 **General Restrictions and Requirements:** All preservatives shall be handled and applied in accordance with the product label, and in a manner to prevent damage to vegetation and property. Only preservatives registered by the EPA and the appropriate State Department of Agriculture for the intended use of remedial pole treatments will be considered for approval by OWNER. Preservatives not labeled for use as remedial pole treatments shall not be used.

No preservatives shall be applied by CONTRACTOR where a pole is readily identifiable as: (i) located on any school property (Day care(s) and Grades K-12); (ii) in a vegetable garden; (iii) in organic farm fields (iv) within 10' of a stream or standing water body; or (v) within 50' of a private well. OWNER acknowledges that all vegetable gardens, organic farm fields and wells may not be identifiable by CONTRACTOR.

Any container in which a preservative is stored shall be stored in a securely locked container, tool box, or bolted to vehicles on the right-of-way and kept locked when left unattended. Empty preservative containers shall be removed from the right-of-way and kept in a locked compartment until disposal. Disposal of preservatives and their containers shall be in accordance with the product label as well as the rules and regulations of all appropriate federal and state agencies.

2.3 **Pesticide Licensing and Reporting Requirements:** CONTRACTOR shall be a certified

commercial pesticide applicator for the preservative applications specified in this specification, and each crew shall be supervised by a full time Supervisor who is licensed and certified by the state where the work is to be performed. CONTRACTOR shall be responsible for the accurate recording and submittal of all pesticide usage forms required at the time of application by the various pesticide regulatory agencies and for meeting all applicable federal and state rules and regulations.

CONTRACTOR is required to have in its possession copies of the preservative labels and Material Safety Data Sheets ("MSDS") for all pesticides being used. Upon request, the MSDS and labels will be shown to anyone desiring this information. Properly completed shipping papers will also be carried on each vehicle which is transporting pesticides.

2.4 **Material Handling:** Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations.

CONTRACTOR shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives. The recovery 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 storage of waste.

2.5 **Proper Equipment:** CONTRACTOR shall provide each crew with all required PPE as specified by the label, such as goggles, sleeves, non-permeable gloves, and aprons. In addition, hard hats and a change of clothing will be provided. All field employees are required to wear work boots and hard hats.

CONTRACTOR shall provide a truck that has covers and locks adequate to satisfy applicable federal and state DOT regulations in which to store and transport the preservatives.

2.6 **Pesticide Training:** Each pole inspector and/or Foreman shall be required to pass a pesticide training program which addresses the biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal, and transport of pesticides, product labels, MSDS, and emergency procedures for accidental releases. CONTRACTOR's pesticide training program is to be in addition to state requirements for applicator licensing.

2.5.1 **Hazard Communication and Safety Program:** CONTRACTOR shall provide to its employees with a hazard communication program which addresses the purpose of using pesticides, MSDS and product labels, protective safety equipment, and clothing and product information. A safety manual and program will be utilized by CONTRACTOR and its employees.

3.1 **Inspection:**

3.2 **Preparation:** When work is to be done in close proximity to a home, if possible, the property owner should be notified that a pole inspection is being performed by OWNER. Light brush will be removed from around the pole to allow for proper excavation, inspection, and/or treatment unless permission for removal

is denied by property owner (excessive brush removal may require an additional charge). Property owner's denial will be indicated in the remarks column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, providing 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.

3.3 **Above-Ground Inspection:**

3.3.1 **Wood Poles:** A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If the pole is obviously not suited for continued service due to readily identifiable serious defects, it shall either: (i) not be tested further and simply be reported and marked on the inspection form as a reported reject; or (ii) the pole may be sounded and bored to determine whether or not it is a priority pole and be reported on the inspection form as a sound and bore reject.

3.3.2 **Concrete Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all concrete poles. The following defects visible from the ground with a naked eye will be noted: Cracks, rust, spalling, exposed metal such as spiral wire or rebar, broken or burned ground wires, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

3.3.3 **Composite or Fiberglass Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all composite or fiberglass poles. The following defects visible from the ground with a naked eye will be noted: Cracks, broken or otherwise damaged areas, burned sections, deterioration of the poles protective coating including separation of layers or fibers protruding through the protective coating, broken insulators, rotten/broken crossarms, and slack/broken guy wires.

3.3.4 **Metal Poles / Laced Towers:** A visual inspection only, shall be made from groundline to the top of the pole/structure of all metal poles and laced towers. The following defects visible from the ground with a naked eye will be noted: Cracks, rust that is either completely through or nearly completely through metal, loose or missing bolts, bent or missing members, cracks in concrete foundation, broken insulators, broken ground wires and slack/broken guy wires.

3.4 **Excavation:** All poles that pass the above ground visual inspection (other than poles defined in Section 1.7.1) shall be excavated around the entire circumference to a depth of 18" below groundline (exceptions include poles in pavement, poles with underground power risers, poles in vegetable gardens, poles in organic farm fields or poles that are otherwise inaccessible; if accessible, these poles will be sound and bore inspected. Poles in vegetable gardens and poles in organic farm fields may be excavated at OWNERS option, however these poles shall not be treated with remedial treatments). Poles which cannot be excavated to the proper depth around the entire circumference for legitimate reasons, such as large rocks, large roots, or other obstructions, will have the obstruction

and the extent of excavation noted in either the remarks or notes section. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at the 18" depth. For excavation in lawns, sod grass areas, or flower 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 shall be excavated to a minimum depth of 18" on the down slope side and 18" on the high side. Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes (exceptions should be rare, and would include situations where the slope is too steep or the ground surface too uneven to allow for effective use).

3.5 **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.

3.6 **Boring:** Inspector shall bore the pole with a 3/8" bit. Bore hole(s) shall be located at groundline and should be drilled at a 45° angle to a depth of the center line of the pole. A shell thickness indicator shall be used to detect the existence and estimated extent of any interior decay.

If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

3.7 **Chipping:** All poles that will be externally treated will have all loose and decayed wood 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 decayed wood from the pole. Removed wood shall be removed 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 or wire brush to remove dirt from treatment zone.

4.1 **Evaluation:**

4.2 **Estimating Pole Loading:** A load estimating program is used to estimate the current load on the pole and is displayed as a percentage of pole capacity. The estimated percentage of load displayed can vary by +/- 20% of actual load due to the accuracy of data input such as wire size, span length and equipment size.

Pole loading assessments can be applied in two ways:

1. Reject Evaluation: The load value is used by the Foreman during the reject evaluation to assist in the provision of a more precise pass/fail decision. The estimated percent load generates a corresponding Required Strength. The Required Strength is compared to the Remaining Strength of the pole as specified in Section 4.2 to determine if the remaining strength exceeds applicable code requirements.

The load estimate for reject evaluation **can** be used on tangent poles, tangent poles with a guyed tap, guyed angle poles, guyed, single deadend poles, and junction poles. The load estimate for reject evaluation **cannot** be used on un-guyed angle poles or un-guyed deadend poles.

2. Load Estimate: To estimate the loading for an existing pole and deliver that value as a percent of pole capacity. The estimated percent load is used to locate heavily loaded or overloaded poles.

   The estimated load value **can** be provided for tangent poles, tangent poles with a guyed tap, and guyed, single deadend poles. The estimated load value **cannot** be provided for: guyed angle poles, un-guyed angle poles, un-guyed deadend poles, or junction poles.

The following data shall either be pre-populated using OWNER-supplied defaults or collected in the field and input into a load estimating program which will calculate the estimated load on the pole:

Category	Data to be Supplied/Collected
Attachment Heights (OWNER-Supplied Defaults)	Top power (distance from the top of the pole)
	Lower power (distance from the top of the pole)
	Communications (height from the groundline)
Pre-Set Sizes and Requirements Based on Utility Standards (OWNER-Supplied)	Primary wire sizes (in diameters)
	Secondary wire sizes (in diameters)
	Streetlight sizes (surface areas, weights, and offsets)
	Transformer sizes (surface areas, weights, and offsets)
	Miscellaneous equipment sizes (surface areas, weights, and offsets)
	Power service drops (tensions)
	Communication service drops (tensions)
	Loading district (NESC-Light, Medium, Heavy, or GO 95-Light, Heavy)
Field Inputs (Collected by CONTRACTOR in the field)	Grade of construction (NESC-B, C, Cx, or GO 95-A, B, C)
	Pole length
	Pole class
	Setting depth (10% of pole length plus 2' by default)
	Span lengths (measured with Rangefinders)
	Quantity of primary wires and size
	Quantity of secondary wires and size
	Quantity of communication attachments
	Total diameter of communication attachments
	Quantity of streetlights, size, and orientation
	Quantity of transformers, size, and orientation
	Quantity of miscellaneous equipment, size, and orientation
	Net quantity and orientation of power service drops
	Net quantity and orientation of communication service drops

4.3 **Determining Remaining Groundline Strength or Minimum Groundline Circumference:** Measurements of the following decay and damage conditions shall be collected and input into a strength calculating program which will calculate the remaining strength of the pole: shell rot, exposed pockets, enclosed pockets, and mechanical damage.

Decay measurements are entered with consideration for the orientation to the line of lead and the program models the resulting cross section. Multiple types of damage are combined within the calculations and the center of gravity of the pole cross section is adjusted accordingly.

The output is shown as the estimated Percent Remaining Strength and Percent Required Strength. The required strength for a pole corresponds to the estimated load. The remaining strength is compared to the required strength to determine whether the pole still meets code strength requirements. The traditional Groundline Effective Circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole's remaining strength. The strength calculating program will only display percentages of remaining strength for excavated poles (minimum requirements are two, 8" deep by 8" wide excavations). An estimated Groundline Effective Circumference is the only reported value for poles which are not excavated to minimum requirements.

A "Reject Pole" is:

- Any excavated pole with a remaining strength value lower than the required strength value
- Any excavated pole with a remaining strength value of less than 33% regardless of strength required
- Any pole having a minimum average shell thickness of less than 2" (for distribution poles) or 3" (for transmission poles)

Any pole with an estimated load percentage of greater than 100% will be deemed an overloaded pole to be addresses by OWNER. Overloaded poles will be evaluated on the standard assumption that the pole is loaded to 100%; therefore if the remaining strength is 67% or less, the pole will be rejected.

Non-excavated poles will be rejected based on the reject criteria in Table 1 or other criteria approved in writing by OWNER. Effective circumferences for non-excavated poles are estimates of true pole condition based on the limitations of the inspection method.

A "Priority Pole" is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength and shall be reported to OWNER's representative as specified by OWNER in writing (**if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR as specified in Section 1.7.5)**
- A pole having an average minimum shell equal to or less than 1" (for distribution

poles) or 2" (for transmission poles)

4.4 **Previously Restored Poles:** Poles previously restored with C-Truss(es) or C2-Truss(es) shall be evaluated just above the second lowest band and at the top of the truss as outlined in Section 4.4.

- Poles that do not meet the minimum shell requirements will be classified as rejects.
- Poles that meet the minimum shell requirements will be classified as serviceable poles and internally treated above ground according to Section 5.4. Poles with remaining sound wood below groundline will be excavated and externally treated according to Section 5.2; Poles will be fumigant treated above ground according to Section 5.3.
- Loose, missing or severely corroded bands and seals will be noted.
- Bands and seals showing signs of minor rust or corrosion will be repainted with a cold zinc galvanizing compound.

4.5 **Determining Reinforceable Candidates:** When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable:

4.4.1 **Inspection Point 1: Groundline Pole Condition**

- Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference and/or 4% remaining strength.
- Hollow poles and poles with internal decay shall maintain one-half inch (1/2") of average sound shell at or below groundline for single or double truss applications.

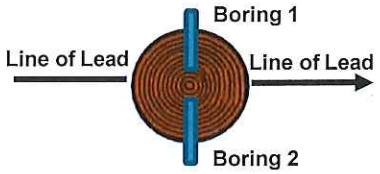
Note: All shell thickness requirements listed in Sections 4.4.2 and 4.4.3 are for poles up to and including 65' in length. For poles 70' and longer, all shell requirements shall be increased by 1" (3" at the lower band position for a single truss, or 2" for a double truss, and 5" at the top of the truss):

4.4.2 **Inspection Point 2: Lower Band Pole Condition**

- A **single truss** application requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline.
- A **double truss** application may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline.

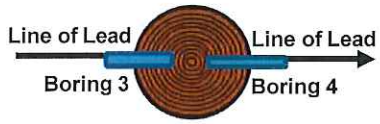
Procedure to determine lower band average sound shell:

A. Drill two (2) 3/8" diameter holes at fifteen inches (15") above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.



B. If the average sound shell from these 2 borings is *two inches (2") or greater*, proceed to **Inspection Point 3** below.

C. If the average sound shell is *less than two inches (2")*, bore 2 additional holes in the line of lead. If the average of all 4 borings is *two inches (2") or greater*, proceed to **Inspection Point 3**.



D. If the average is still *less than two inches (2") but greater than one inch (1")*, the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.

E. If the average sound shell is *less than one inch (1")*, the pole may be deemed non-restorable or consult with Contractor engineering for alternative restoration methods.

4.4.3 Inspection Point 3: Top of Truss Pole Condition

- A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5').
- A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline.

Procedure to determine top of truss average sound shell:

A. Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead.

B. If the average sound shell from these two (2) borings is *four inches (4") or greater*, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5.

C. If the average sound shell is *less than four inches (4")*, Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell

D. If the average sound shell from these two (2) borings is *four inches (4") or greater*, reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found.

Note: *In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".*

4.4.4 All inspection holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

5.1 Treatment:

5.2 General: All fully excavated poles (as defined in Section 3.3) which are serviceable shall be treated as specified in Section 5.2. All non excavated poles (except as defined in Section 1.7.1) and certain excavated poles shall be treated with a fumigant treatment as specified in Section 5.3 (note reinforceable candidates cannot be treated with a fumigant treatment until after the pole has been reinforced). If internal decay is indicated, an appropriate solution shall be selected and applied (as specified in Section 5.4).

5.3 External Groundline Treatment: All poles which are fully excavated and serviceable are to be groundline treated with a preservative paste which shall be applied to the pole (a minimum of 1/16" thick) from 18" below groundline to 3" above groundline. Reinforceable candidates will be externally treated. The preservative paste shall be composed of the following ingredients:

MP500-EXT	
Ingredients	**Amount**
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	**100.00%**

Alternative materials will require prior approval from OWNER. Alternative materials will be applied at the maximum rate according to the product label. Long-term retention studies should be made available to assure results.

CONTRACTOR shall treat all exposed pockets and checks using a brush or trowel. Where obstructions occur (such as fences, curbs, and walls) the preservative shall be

applied up to obstruction to insure complete coverage.

5.3.1 **Wrapping of External Treatment:** A polyethylene-backed kraft paper moisture barrier such as OsmoShield is to be applied over the wood preservative. The moisture barrier shall cover preservative to a depth of 18" and extend 1" above the top of treatment zone, for a total of 22". 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 around the top edge of the moisture barrier to act as an additional protective barrier.

5.4 **Fumigant Treatment:** All serviceable poles (except as specified in Section 1.7.1 and Through-Bored Poles) will receive a fumigant treatment based on the following criteria: all poles which cannot be excavated (i.e. poles in concrete, poles with risers, poles with phone drops, etc.), all poles which cannot be 75% excavated due to obstructions (i.e. curbs, pole keys, large roots, fences, etc.), and all poles where internal decay is present or suspected and/or poles where voids of less than ½" are present. CONTRACTOR shall apply the fumigant treatment to poles using the following treatment/application method:

MITC-FUME® (Contains 97% Methylisothiocyanate)	
Pole Circumference (Inches)	**Number of Holes Drilled**
28 or less	Two holes spaced 120° apart and 6" to 8" higher than the previously bored hole.
29 to 35	Three holes spaced 120° apart and 6" to 8" higher than the previously bored hole.
36 to 49	Four holes spaced 90° apart and 6" to 8" higher than the previously bored hole.
50 to 59	Five holes spaced 70° apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes spaced 60° apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes, the first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole).
80 to 90	Eight holes, the first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes, the first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to a minimum of 12" depth, using impermeable gloves to insert one tube into each hole. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS

5.5 Internal Treatment:

5.5.1 Internal Treatment: Internal treatment will be with the following solutions:

Hollow Heart® CB Dilute Solution	
Ingredients	**Amount**
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

5.5.2 Internal Treatment for Wood Destroying Insects: At OWNER's option, poles containing signs of wood destroying insects shall be treated with the following solution:

Hollow Heart® CB Plus Dilute Solution	
Ingredients	**Amount**
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%
Cypermethrin (Field Mixed with the Copper Ethanolamine Complex and Disodium Octaborate Tetrahydrate)	0.25%

6.1 Restoration of Work Site:

6.2 Back-Filling: After excavation and/or treatment, all poles will be solidly back-filled. The first half of the excavation will be back-filled and tamped completely around the pole by walking on the replaced excavation; the second half will be back-filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above 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.

6.3 Clean-Up: No debris, loose dirt, etc. is to be left in the pole area. Private property turf, including that between the curb and the sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately cleaned-up. All containers shall be disposed of in accordance with the product label.

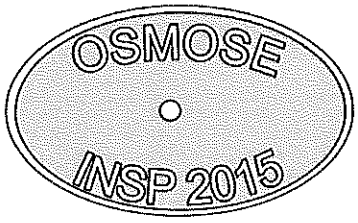
7.0 Pole Marking (Tagging): All inspected poles shall be marked with a weather proof tag identifying the work performed, CONTRACTOR's name, and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the road side of the pole, below the utility pole identification marker. If inspecting or treating a pole that has previously been inspected or treated, the tag will be attached directly below the existing tag(s).

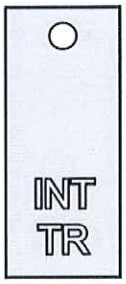
The following are illustrations of the various types of "tags" used and an explanation as to when they are used. It is important that the proper tag be used on every pole that is inspected.

This round tag represents an inspection via a full 18" excavation and treatment with an approved paste. The tag shows CONTRACTOR's name and the actual year the work is performed.

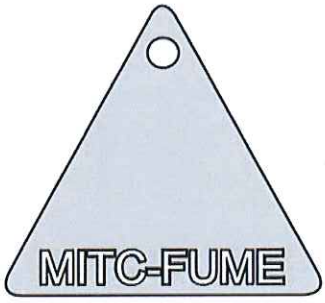


This oval tag is to be used whenever a sound and bore inspection takes place. The tag shows CONTRACTOR's name and the actual year the work is performed.

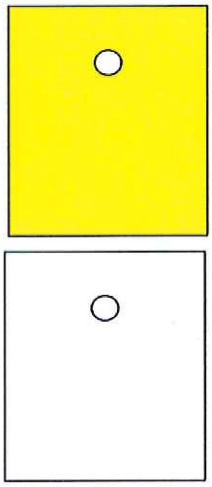
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS



This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.

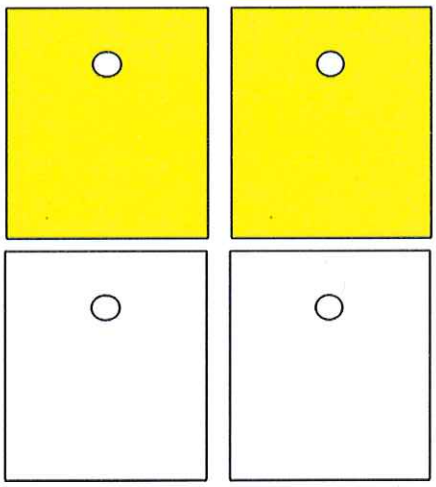


This tag is an example of a fumigant treatment tag. This tag shall be used whenever MITC-FUME is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.



One yellow reject tag is used to denote that the pole is a reinforceable
reject.

One white tag **may** be used to denote that the pole is a non-reinforceable reject.



Two yellow tags are used to denote a danger or priority pole that is reinforceable.

Two white tags **may** be used to denote a priority pole that is non-reinforceable.

8.1 **Data Collection and Deliverable:**

8.2 **Data Requirements:** OWNER desires to conduct a comprehensive pole inspection and maintenance program. OWNER must advise CONTRACTOR in writing of the type of data OWNER wants collected by CONTRACTOR. The data will be delivered within a geospatial software environment for viewing, searching, and reporting.

OWNER desires to improve the overall quality and completeness of pole inspection data as a secondary objective of the project. The combination of a data viewing tool together with improved data quality will help improve OWNER's ability to manage pole life cycle costs. The importance of the data-collection effort requires that it be performed professionally by experienced field personnel using technology that ensures delivery of high-quality data.

CONTRACTOR will provide appropriate hardware, software, and project management to ensure that OWNER receives data that meets its requirements for accuracy and completeness. At OWNER's request, CONTRACTOR can provide a demonstration of CONTRACTOR's data collection tools, processes, and a sample deliverable.

8.3 **Data Specifications:** A CONTRACTOR-supplied or OWNER-supplied landbase that is acceptable to CONTRACTOR will be deployed by CONTRACTOR electronically to the field. A unique identifier will be created for each pole. Each pole will be placed on the digital landbase using GPS and/or relative positioning.

8.4 **Data Delivery:** Data collected will be delivered online in a geospatial enabled web-based application that includes both map and attribute views of the data. The online application shall provide access to reports and data queries with support of user generated search functions. Poles must be able to be searched and sorted into groups based on their condition, their attributes, their attachments (when applicable), and highlighted in a map view.

The online application shall provide a landbase backdrop that includes aerial imagery capable of being viewed at various zoom levels. CONTRACTOR's geospatial online application will be compatible with industry standard web browsers such as Windows Internet Explorer 7.0 or 8.0, or Firefox 2.0 or later. All incremental data deliveries will be updated on the geospatial online application. CONTRACTOR shall host the data in the online application, but OWNER shall retain ownership of data (see Section 8.4 for information regarding data archiving).

The geospatial online application shall provide the capability to view and download reports in Adobe PDF format. Reports shall consist of pole detail, weekly, and year-to-date summaries. CONTRACTOR's web-based application must support the ability to view all invoices, in Adobe PDF format, with the ability to relate each individual pole record with the corresponding invoice.

Data export functionality shall include the ability to export to an ESRI Personal geodatabase, Microsoft Access, or a comma delimited (Excel Spreadsheet) file format. The geospatial online application shall support the printing of map views and, if applicable, viewing of digital images.

CONTRACTOR shall demonstrate how its online application provides OWNER with a calculated Percent Remaining Strength for poles with decay (where applicable).

8.5 **Data Archiving:** CONTRACTOR will host the geospatial online application for the duration of the pole inspection project and for a maximum of 90 days after the end of the calendar year in which the project was completed. Options for additional archiving shall be made available at an additional cost. OWNER shall retain ownership of all data. Use of the geospatial online application will be governed by CONTRACTOR's online hosting agreement.

9.1 **CONTRACTOR Information:**

9.2 **CONTRACTOR's Policies:** Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be provided upon request. Examples may include:

- Summary of CONTRACTOR's safety manual
- Summary of CONTRACTOR's pesticide training manual and test
- Summary of CONTRACTOR's standards for safe storage of preservatives on vehicles
- Labels and MSDS for all preservatives to be used
- Operating policies for CONTRACTOR's personnel to handle preservatives and disposing of empty containers used for pole treatment
- Summary of OSHA regulations regarding PPE

9.3 **Work Schedule:** CONTRACTOR can also supply, upon request, a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

10.0 Invoicing: CONTRACTOR shall prepare and furnish OWNER with a detailed invoice of the number of billable items (as defined in the Contract Documents) for the covered period and the amount due. OWNER shall pay CONTRACTOR the amount due upon receipt of the invoice. A service charge of the lesser of one and one-half percent (1½%) per month or the highest amount legally permitted will be added to all accounts balances not paid within thirty (30) days.

TABLE 1
MINIMUM GROUNDLINE EFFECTIVE CIRCUMFERENCE
(MEASURED AT POINT OF MAXIMUM DECAY)

Original Circumference of Pole (Inches)	Minimum Effective Circumference Allowed (Inches)
24	21
25	21.75
26	22.75
27	23.50
28	24.50
29	25.25
30	26.25
31	27
32	28
33	28.75
34	29.75
35	30.50
36	31.50
37	32.25
38	33.25
39	34
40	35
41	35.75
42	36.75
43	37.50
44	38.50
45	39.25
46	40
47	41
48	41.75
49	42.75
50	43.50
51	44.50
52	45.25
53	46.25
54	47
55	48
56	48.75
57	49.75
58	50.50
59	51.50
60	52.25

Pole Loading Assessment Request

Contractor shall provide pole loading assessments on all distribution only poles with third party attachments exceeding one-half inch diameter, but no secondary-only or service poles to determine whether a pole has sufficient strength remaining to adequately support the attached facilities while maintaining applicable code requirements. Pole loading assessment shall also indicate whether the pole failed the strength requirements before or after the third party attachment was included in the wind loading calculations. Contractor shall define the data collected and explain the assessment process. The loading calculations will be based on latest edition of NESC for Light Loading District, and NESC Construction Grade "C". The load calculations shall be submitted in an electronic format. Participating Members will require this to be an option and will notify successful bidder upon award when this option will be chosen.

Pole Attachment Inventory - *OPTIONAL*

Some Participating Members may desire to have Pole Attachment Inventories performed in their service territory. FMPA recognizes that this service may fall outside the scope of services for some Pole Inspection providers. As such this service is listed as an option in this RFP. Some providers may draw on the services of subcontractors to perform this work. If so, please provide the requested information in Section F of the bid forms.

Contractor shall provide pole attachment inventory on all distribution and/or transmission poles with third party attachments as specified below. Participating Members will require this to be an option and will notify successful bidder upon award when this option will be chosen.

Pole Attachment Inventory Scope of Work

1. Survey the entire Participant system.
    a) Provide a count of all Participant poles with Telco attachments, by company name.
    b) Provide a count of all CATV attachments, by company name to Participant poles.
    c) Provide a listing and count of any unknown foreign attachments to Participant poles.
    d) Provide a count of all poles owned by other entities, by company name with Participant attached.
    e) Provide a count of all Participant poles with other power entities attached, by company name.

2. Identify locations where obvious NESC violations exist, including ownership of attachments in violation, and type of violation.

3. Denote locations where transfers are needed, including name of all parties and the order in which transfers need to be made.

4. Denote locations where Participant poles are ready for removal.

5. Provide billing data for Participant in a form suitable to bill the Telco and CATV companies for their share of the inventory, if applicable.

6. Upload into NJUNS relevant information gathered from the inventory (transfers, etc.)

In preparation for the Pole Attachment and Joint-Use Inventory, it may be necessary for contractor to complete the following:

1. Review Agreements (Joint-Use & Third Party Attachee) as related to inventory & attachment issues.

2. Meet with Participant to coordinate electronic mapping interface. Review details, specifications, processes, attachment definitions, and any special considerations required.

3. Prepare Inventory notification letters for Participant to send to all attachees.

Participant to provide Contractor with the following:

- Copies of all Joint-Use agreements and Third Party Attachment contracts.
- Billing quantities and rates for past five years to calculate pro-rated rentals for previous years.
- Contact information for all attaching parties.
- Any available maps indicating attachment areas for the various parties.
- Copy of Participant's electronic maps if applicable.
- History of any unresolved contractual issues with any attaching parties.
- If available, magnetic signs with Participant's name and logo for contractor vehicles.

PROPOSAL

FMPA
Inspection & Treatment of Electric Utility Wood Poles – RFP# 2020-200

RFP SUBMITTAL FORMAT

TAB 1

Compliance Forms – Mandatory for Bid Acceptance

- ❖ Proposer Information Form
- ❖ Acknowledgement of Addenda (if applicable)
- ❖ Declarations & Signatures
- ❖ Sworn Statement on Public Entity Crimes (Notarized)
- ❖ Disputes Disclosure

TAB 2

- ❖ Copy of Company's Business License
- ❖ Copy of Insurance Certificate

TAB 3

- ❖ Bid Questions, Submittal for bid questionnaire
- ❖ Bid Requested Submittals for additional supporting information.
- ❖ Proposal Pricing

TAB 4

- ❖ Project Approach
  - Describe how your firm will address Participating Member's overall service needs
  - Describe how your firm will address each request for services over the contract term.
  - Provide average time line to complete an assessment of each request for services, form of your response, expectation of Participating Member's evaluation and acceptance and time to start after Participating Member's acceptance.

Site Visitation:

Non-mandatory site visits will be allowed (from July 20, 2020 through July 31, 2020) however, all questions shall be noted and forwarded in writing to proposal designee Sharon Samuels at sharon.samuels@fmpa.com. Below is the contact information to schedule a site visit for each of the various utility site locations:

City of Bartow
Brad Hiers
863-534-0142

City of Bushnell
Jay Fuller
352-418-2197

City of Chattahoochee
Stewart Hall
850-663-4475

City of Clewiston
Mike Cox
863-228-0284

City of Fort Meade
Jan Bagnall
863-285-1164

City of Green Cove Springs
Mike Null
904-591-9020

City of Newberry
David Sykes
352-472-8613

City of Starke
Steve Warren
904-964-5027

City of Winter Park
Justin Isler
407-599-3491

Homestead Energy Services
William Branch
305-224-4700

Selection Criteria

The main criteria that will be used to evaluate proposals are presented in the following table:

CRITERIA
Experience of Firm (# years)
References
Pricing
Availability/ Time Schedule

BID FORMS

1.0 Bid Submittal Questions and Supporting Information

Failure to answer the following 10 questions and provide the 10 requests for supporting information in the manner requested, will be interpreted as non-responsive, no further requests or clarifications will be made.

1. List the number of years the business has provided Wood pole treatment.

   _____ years in the state(s) of: _____

   Supporting Information Requested: *Attach to bid submittal as "Question #1 Response", supporting documentation for years in business, copies of pesticide license for previous years listed.*

2. List the software application used for management of pole inspection information.

   _____

   Supporting Information Requested: *Attach to bid submittal as "Question #2 Response", supporting documentation of software application, to include software user's manual, demonstration software electronic or CD package.*

3. Number of year's software application has been supported.

   _____years

   Supporting Information Requested: *Attach to bid submittal as " Question #3 Response", provide a list of user references in existing software application and number of years customer has used application.*

4. Current copy of Safety Manual, Pesticides Training Manual, adopted safety and operating standards.

   Supporting Information Requested: *Attach to bid submittal as "Question #4 Response", hardcopy or electronic copy of Safety Manual, Pesticides Training Manual, adopted safety and operating standards.*

5. Does your company offer digital image capture of pole top reject?

   Yes_____No_____

   Supporting Information Requested: *Attach to bid submittal as "Question #5 Response", a hardcopy or electronics copy of a digital image pole top reject summary report. Please provide user references of the digital image capture report summary.*

6. Describe in detail the method in which field data is collected, including any hardware and software used.

Supporting Information Requested: *Attach to bid submittal as "Question #6 Response", Describe in detail the Method in which field data is collected, hardcopy or electronic, including any hardware and software used.*

7. Describe in detail field GPS capabilities?

Supporting Information Requested: Provide and expand on electronic GPS field capabilities as it pertains to pole inspection *then attach to bid submittal as "Question #7 Response".*

8. Proposed Contract Manager, for this bid and office location.

_____

Supporting Information Requested: *Attach to bid submittal as "Question #8 Response", hardcopy or electronic resumes of proposed contract manager and general foreman.*

9. **Supporting Information Requested:** Attach to bid submittal as **Question #9 *Response*, Attach** proposed re-enforcement specification and installation for this contract.

10. **Supporting Information Requested:** Attach to bid submittal as **Question #10 *Response*, Contractor** is to define the data which is collected and explain how the data is processed to evaluate remaining pole strength. Contractor will further explain criteria used to determine whether a pole is serviceable, a reject restorable or a reject non-restorable.

2.0 Summary Requested Supporting Information

Attach to bid submittal as: **Supporting Information *Responses***	**Checklist**
Question #1, supporting documentation for years in business, copies of pesticide license for previous years listed.	☐
Question #2, supporting documentation of software application, to include software user's manual, demonstration software CD package web based access.	☐
Question #3, provide a list of user references in existing software application and number of years customer has used application.	☐
Question #4, hardcopy or electronic copy of Safety Manual, Pesticides Training Manual, adopted safety and operating standards.	☐
Question #5, a hardcopy or electronics copy of a digital image pole top reject summary report. . Provide user references of the digital image capture report summary.	☐
Question #6, Describe in detail the Method in which field data is collected, hardcopy or electronic, including any hardware and software used.	☐
Question #7, Provide and expand on electronic GPS field capabilities as it pertains to pole inspection.	☐
Question #8, Provide hardcopy or electronic resumes of proposed contract manager and general foreman.	☐
Question #9, Attached proposed reinforcement specification and installation for this contract.	☐
Question #10, Contractor is to define the data which is collected and explain how the data is processed to evaluate remaining pole strength. Contractor will further explain criteria used to determine whether a pole is serviceable, a reject restorable or a reject non-restorable. (Reference Section C of PRICING)	☐

3.0 PRICING:

Contractor Company Name: _____

Authorized Signature: _____ **Date:**_____

Please provide general pricing information for the following services. Awarded contractor(s) will be required to submit a specific Scope of Work and pricing for each project as requested by Participating Member(s). All project-specific cost estimates must be consistent with the pricing as quoted in the following sections.

Pricing is to Include All Equipment, Materials, Labor and Any Other items as specified; per pole.

If there are conditions or situations that may warrant additional pricing, please indicate the adder costs and conditions in the area provided at the end of Section E.

SECTION A

Total Estimated Number of Poles: 27,750 Distribution Poles

Participating Members maintains an 8 year cycle for pole inspection

Item #	Description	Price per pole	Total Price
1	Externally treated poles (includes reporting, sounding, and boring of poles) ground line treatment	$	$
2	Rejected Pole (includes reporting, sounding, and boring of poles) excavated	$	$
3	Reported Pole (includes visual reject and CCA poles)	$	$
4	Private Property	$	$
5	Internal Treatment	$	$
6	Sound and Bore (includes reporting of poles)	$	$
7	Re-enforceable Poles (includes ground line treatment)	$	$
8	Poles with Risers	$	$
9	MITC-FUME (Methylisothiocyantante) per vial (Estimates 3 vials per pole)	$	$
10	Install asset numbers	$	$
11	Guy Guard Installed	$	$
12	Ground Wire Repaired	$	$
13	Optional Ground Wire Repaired	$	$
14	Digital Picture of Pole related Distribution Equipment	$	$

SECTION B

Total Estimated Number of Poles: _____Transmission Poles

Participating Members maintains a 2-year cycle for pole inspection

Item #	Description	Price per pole	Total Price
14	Externally treated poles (includes reporting, sounding, and boring of poles) ground line treatment	$	$
15	Rejected Pole (includes reporting, sounding, and boring of poles) excavated	$	$
16	Reported Pole (includes visual reject and CCA poles)	$	$
17	Private Property	$	$
18	Internal Treatment	$	$
19	Sound and Bore (includes reporting of poles)	$	$
20	Re-enforceable Poles (includes ground line treatment)	$	$
21	Poles with Risers	$	$
22	MITC-FUME (Methylisothiocyantante) per vial (Estimates 3 vials per pole)	$	$
23	Install asset numbers	$	$
24	Guy Guard Installed	$	$
25	Ground Wire Repaired	$	$

SECTION C

The following portion applies to the pole reinforcement section:

Item #	Truss Strengths *	Contractor Truss Size	Contractor Truss Strength	Estimated # of Poles	Price per Pole	Total
25	**35,000 ft/lbs.**		**ft/lbs.**		$	$
26	**49,000 ft/lbs.**		**ft/lbs.**		$	$
27	**56,000 ft/lbs.**		**ft/lbs.**		$	$
28	**71,000 ft/lbs.**		**ft/lbs.**		$	$
29	**90,000 ft/lbs.**		**ft/lbs.**		$	$
30	**111,000 ft/lbs.**		**ft/lbs.**		$	$
31	**128,000 ft/lbs.**		**ft/lbs.**		$	$
32	**152,000 ft/lbs.**		**ft/lbs.**		$	$
33	**169,000 ft/lbs.**		**ft/lbs.**		$	$
34	**191,000 ft/lbs.**		**ft/lbs.**		$	$
35	**210,000 ft/lbs.**		**ft/lbs.**		$	$

*** Truss strengths are minimums and must be verified with literature or actual testing results**

*** Please refer to Truss Strength Requirement Table 3.**

Section D

Sound and Bore Transmission Poles & GPS to be delivered in WSRI Personal Geodatabase Format

Item #	Description	Price per Pole	Total
36	Sound and Bore (includes reporting of poles & tagging)	$	$
37	Sound Only (includes reporting of poles & tagging)	$	$
38	Internal Treat using (Lentrek)	$	$
39	GPS Coordinate delivered in Florida East Zone, NAD 83 State Plane Fleet coordinate format. Accuracy to be within 3 feet of the real world location of the structure (includes reporting of poles).	$	$

Section E

GPS of Transmission Poles to be delivered in ESRI Personal Geodatabase Format

Item #	Description	Price per Pole	Total
40	GPS Coordinate delivered in NAD 83 State Plane Feet coordinate format. Accuracy to be within 3 feet of the real world location of the structure, (includes reporting of poles)	**$**	**$**

****NOTES****

Pricing is to Include All Equipment, Materials, Labor and Any Other items as specified.

If there are conditions or situations that may warrant additional pricing, please specify the conditions and indicate the adder costs below.

_____

_____

In reference to Section 4, of the terms and conditions, please indicate if you are unable to provide service in a particular zone by printing the zone number (s) here. _____

If servicing a particular zone presents conditions that warrant additional pricing, please specify the zone and adder cost for that zone below.

Zone 1	Zone 2	Zone 3	Zone 4	Zone 5

Section F (Optional – Please see Section 6.7 on page 18 for explanation)
Bidders do not have to bid this portion and may choose to "No Bid" this service.

Item #	Description	Price per Pole	Total
41	Pole Attachment Inventory	$	$

4.0 HAS YOUR COMPANY HAD ANY STATE VIOLATIONS?

(IF SO, PLEASE DETAIL)

_____

_____

_____

5.0 PROVIDE THE FOLLOWING SAFETY RATINGS:

EMR 2019 Rating: _____

EMR 2018 Rating: _____

EMR 2017 Rating: _____

6.0. DOCUMENTATION OF CONTRACTOR'S POLICIES FOR CONFORMING TO EPA, OSHA AND DOT REGULATIONS:

Contractor bid proposal **must** include the following information:

IR-1 Safety Manual

IR-2 Pesticide Training Manual and test used by Contractor to certify employees.

IR-3 Standards for safe storage of preservatives on vehicles.

IR-4 Labels and Material Safety Data Sheets must be supplied for all preservatives to be used.

IR-5 List all operation policies for Contractor's personnel to handle preservatives and disposing of empty containers used for pole treatment.

IR-6 OSHA regulations on personal protective equipment.

7.0 SUBCONTRACTORS:

Below or on an attached sheet, list your proposed subcontractors for this project. If you are not sure of the subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting.

_____

_____

_____

_____

8.0 POTENTIAL COST SAVING ALTERNATIVE:

(Use additional paper, if necessary)

_____

_____

_____

_____

9.0 REFERENCES:

Below or on an attached sheet, list your references specifically pertaining to this type of work within the last three years.

1. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

2. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

3. Name: _____

Address: _____

_____

Phone: _____

Fax: _____

Contact: _____

COMPLIANCE FORMS

PROPOSER INFORMATION FORM
Exceptions & Clarifications
FMPA RFP 2020-200

✓	
	We DO NOT take exception to any items included in the RFP or Master Services Agreement.

	We TAKE exception as follows:

Company Name:	
Authorized Signature:	
Print/Type Name of Signer:	
Company Address:	
Telephone Number:	
Contact Email Address:	
Date:	

DECLARATIONS AND SIGNATURES

The undersigned hereby declares that only the persons or firms interested in this Proposal as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a proposal or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Dated at _____ this _____ day of _____, 20___.

Proposer _____

By _____ _____
Signature Printed or Typed Name

Title _____

Complete Business Address of Proposer: _____

_____

State of Incorporation _____

Complete Address of Principal Office _____

_____

Name, Address, and Telephone Number of Person to Contact Regarding this Proposal. Include Both Mail and Street Addresses:

_____

_____

_____

Telephone (____) _____ Fax (____) _____

E-Mail _____

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
[name of bidder or contractor]
is _____.

2. My relationship to _____
[name of bidder or contractor]
is _____ _____
[relationship such as sole proprietor, partner, president, vice president].

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or affiliate of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.
[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

_____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

_____

Sworn to and subscribed before me in the state and county first mentioned

above on the _____ day of _____, 20___.

_____
Notary Public

(Affix Seal)

_____
My Commission Expires

_____
Type or Printed Name

DISPUTE DISCLOSURE

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☐

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Project: FMPA RFP# 2020-200

_____ _____

Firm **Date**

_____ _____

Authorized Signature **Officer Title**

_____

Printed or Typed Name

ADDENDA

The undersigned bidder acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal. Include the signed cover page of each Addenda received along with your bid proposal.

Number _____ **Dated** _____

Number _____ **Dated** _____

Number _____ **Dated** _____

Number _____ **Dated** _____

DRUG-FREE WORKPLACE COMPLIANCE FORM

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

The undersigned proposer in conformity with Florida Statute 287.087 hereby certifies that _____ does:
(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the undersigned complies fully with the above requirements.

_____
Signature

_____
Name of Proposer

_____
Date

DRAFT
MASTER SERVICES AGREEMENT

Master Services Agreement

This Master Services Agreement is entered into on this ___ day of _____, 2020, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and _____ , with its principle place of business located at _____, ("Contractor").

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

FMPA's members are 31 municipal electric systems within the state of Florida.

Contractor is a company offering pole inspection and treatment services.

The parties desire for Contractor to perform the services more fully described in this agreement and Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

FMPA is entering into this Master Services Agreement on behalf of its members for Contractor to provide its services as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference (the "Services"). For FMPA's members that desire for Contractor to furnish Services under this agreement ("Participating Members"), FMPA is acting as a "Solicitation Agent" only. Each Participating Member will issue a Purchase Order with project- specific technical specifications. In addition, the Participating Member's Purchase Order may carry additional terms and conditions as required by the Participating Member. All project-specific direction, guidance and invoicing will be conducted between the Participating Member and Contractor.

In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, or with the terms and conditions of a Participating Member's Purchase Order, the hierarchy will be as follows: 1) the terms of the Participating Member's Purchase Order, 2) the terms of this agreement, 3) the terms provided in Schedule A.

Section 2. Term & Termination

This agreement shall become effective upon the date stated in the introductory clause of this agreement, and shall remain in effect for a period of four years from the effective date. Thereafter, this agreement may be renewed on an annual basis upon mutual consent of the parties, for up to four additional one-year terms. Either party wishing to extend this agreement must notify the other party in writing no later than 60 days prior to the end of the then-current contract term of its desire to renew. If the other party does not respond to the renewal notification within 30 days of receipt, it will be deemed that the party consents to the renewal of the agreement.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 30 days prior written notice. Contractor may terminate this contract for cause upon 30 days prior written notice.

Any failure by Contractor to perform or comply with the terms and conditions of a Purchase Order issued under this agreement which continues for 10 calendar days after written notice from Participating Member to Contractor demanding that such failure to perform be cured, shall be deemed an event of default by Contractor. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity. Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Contractor for any Services performed under the Purchase Order prior to the termination date.

Section 3. Compensation and Payment

Participating Members will through their own initiative issue project-specific Purchase Orders to Contractor. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs or damages incurred pursuant to any Purchase Order entered into by them with Contractor.

Prices as stated in Schedule A will be firm for the first four years of this agreement, with pricing updates considered for years thereafter. Any price changes must be agreed to in writing at least 60 days prior to becoming effective.

Section 4. Independent Contractor Status.

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract. For purposes of this Section 4, the term FMPA includes FMPA's Participating Members.

Section 5. Standard of Care.

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices. Contractor will re-performing at Contractor's expense any Services performed by Contractor which have failed to meet the above warranty, if such failure is promptly reported to Contractor not later than one (1) year following completion of the applicable Services. With respect to any equipment and/or materials provided pursuant to the Services, such shall be provided on an "as-is, where-is, with all-faults" basis, provided that Contractor

shall pass through any manufacturer warranties available for assignment to FMPA and/or the applicable FMPA Participating Member with respect to any such equipment and/or materials. The foregoing remedy shall be client's sole remedy for any failure of company to comply with its warranty obligations.

Section 6. Insurance

The Contractor shall acquire and maintain at all times during the performance of Services the insurance coverage set forth below. Insurance Carrier Rating Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the Participating Member. Insurance coverage shall be provided by companies rated A- or better by Best's Insurance Rating. The Participating Member reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. Contractor shall furnish Participating Members a copy of the insurance certificate prior to starting any work on site:

(a) **Workers Compensation and Employers Liability**. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death to employees which, for any reason, may not fall within the provisions of a state workers compensation law. The policy shall include an "all states" or "other states" endorsement. The liability limits shall be, at a minimum, as follows: Workers' Compensation- Statutory; Employer's Liability- $100,000 each.

(b) **Commercial General Liability**. This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor's indemnity obligations in this agreement) against claims for personal injury including bodily injury and death and property damage. This policy shall include a contractual liability endorsement to insure the contractual liability assumed by the Contractor under this agreement and a completed operations and products liability endorsement to remain in effect for 2 years after final payment. Limits of liability will not be less than $2 million combined single limit per occurrence / $4 million general annual aggregate for bodily injury and property damage.

(c) **Automobile Liability Policy**. This insurance shall be written on an occurrence type policy and shall protect the Contractor and the Participating Member (to the extent of Contractor's indemnity obligations in this agreement) against all claims for injuries arising out of use of any auto including own, hired, or non-owned autos. Limits of liability will not be less than $1 million in combined single limits for bodily injury and property damage.

(d) **Additional Insured**. All insurance coverages furnished under this contract, with the exception of workers compensation and employer's liability shall include the Participating Member as an additional insured with respect to the activities of the Contractor. Any party named an additional insured pursuant to this Agreement shall be an additional insured where permissible by law but only to the extent the loss in question is caused by the negligent act or omission of the Contractor, and only to the extent necessary to provide coverage for the indemnity obligations expressly assumed by Contractor under this Agreement, and not in respect to any act or omission or operation of the Participating Member. It is the express intent and understanding of the Parties that the insurance and indemnity obligations under this Agreement are dependent upon one another and are not separate and distinct.

(e) **Waiver of Subrogation**. The Contractor shall require their insurance carrier to waive all rights of subrogation against the Participating Member, their employees, directors and officers, where and to the extent permissible by law except to the extent the loss is caused by the negligence, gross negligence or willful misconduct of the Participating Member, or any indemnitee.

Contractor shall furnish Participating Member with certificates of insurance as evidence that the policies required under any applicable Purchase Order is in full force and effect.

Section 7. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Contractor during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA to the extent arising from the negligence, gross negligence, and/or intentional or willful misconduct of Contractor while performing work under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability. The indemnity and hold harmless obligations, however, shall not apply to the extent of FMPA's or a Participating Member's negligence, gross negligence, and/or intentional or willful misconduct. Neither party shall be liable to the other party for any incidental, indirect, special, punitive or consequential damages (including without limitation any damages relating to lost profits, revenue or loss of use) arising in connection with this agreement or any Purchase Order. The Contractor and its affiliates' maximum liability shall not exceed the greater of (i) the price set forth in the applicable Purchase Order, or (ii) the sum of the insurance policy limits required herein.

Section 8. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY	CONTRACTOR
By: _____	By: _____

This page left intentionally blank

as a place holder for awarded contractor's pricing information.

STATEMENT OF NO PROPOSAL

Sharon Samuels
Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to submit a proposal on your Request for Proposals Number 2020-200, July 2020, Florida Municipal Power Agency Inspection & Treatment of Electric Utility Wood Poles - for the following reasons:

_____We do not offer this service/product.
_____Our schedule would not permit us to perform.
_____Unable to meet specifications.
_____Unable to meet bond requirements.
_____Other

We understand that if the Statement of No Proposal letter is not executed and returned, our name may be deleted from the list of qualified proposers of the Florida Municipal Power Agency.

Company Name: _____

By: _____
Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address: _____

_____

Telephone Number: _____

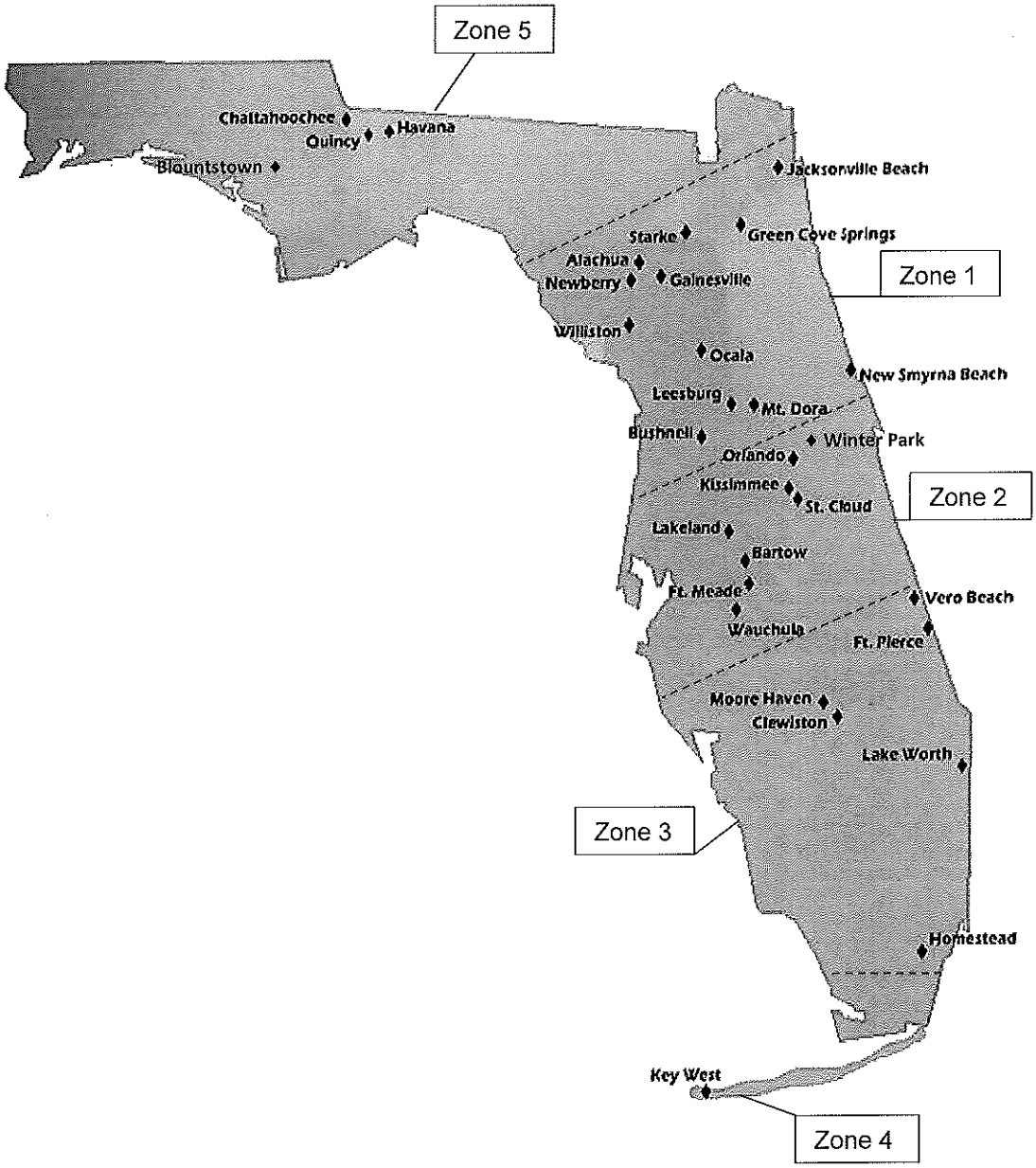
Toll Free Number: _____

Fax Number: _____

Date: _____

APPENDIX A (MAP)

LOCATION OF FMPA MEMBERS
State of Florida



Thanks for your interest in serving our Members.