INVITATION TO BID

The Utilities Commission, City of New Smyrna Beach, Florida (COMMISSION) is seeking bids from qualified vendors to:

Furnish of all labor, materials, and equipment necessary for the completion of Annual Inspection and Groundline Treatment of Wood Poles in service on the Utilities Commission, City of New Smyrna Beach (UCNSB) overhead electric transmission and distribution system in accordance with specifications outlined in ITB# 28-20 Wood Pole Inspection and Treatment Technical Specs.

Notice is hereby given that sealed bids will be received at 200 Canal Street, New Smyrna Beach, FL 32168, until 2:30 P.M. on June 16, 2016 at which time they will be publicly opened in the 3rd floor DeBerry Room.

Submit Bids To: Caleb Fisher, CPPB
Purchasing Agent
Utilities Commission,
City of New Smyrna Beach
(386) 424.3045 Voice
(386) 424.2748 Fax
CFISHER@UCNSB.ORG

Mailing Address: 200 Canal Street
New Smyrna Beach, FL
32168

Walk In Delivery: 200 Canal Street
New Smyrna Beach, FL
32168

Bidders must indicate on the sealed envelope the following:

A. Invitation To Bid Number
B. Hour and Date of Opening
C. Name of Bidder
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## UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

**ITB #28-20**

**WOOD POLE INSPECTION AND TREATMENT PROGRAM**

### BID SCHEDULE

<table>
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<th>Event</th>
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<tr>
<td>July 6, 2020</td>
<td>DISTRIBUTION OF THE INVITATION TO BID</td>
</tr>
<tr>
<td>July 20, 2020</td>
<td>DEADLINE FOR FINAL QUESTIONS BY 2:30 P.M.</td>
</tr>
<tr>
<td></td>
<td>E-MAIL: <a href="mailto:cfisher@ucnsb.org">cfisher@ucnsb.org</a></td>
</tr>
<tr>
<td>July 23, 2020</td>
<td>ADDENDUM PUBLISHED BY 3:30 P.M.</td>
</tr>
<tr>
<td>August 4, 2020</td>
<td>BID RETURN DEADLINE BY 2:30 P.M.</td>
</tr>
<tr>
<td></td>
<td>LOCATION: UTILITIES COMMISSION RECEPTION</td>
</tr>
<tr>
<td></td>
<td>200 CANAL STREET</td>
</tr>
<tr>
<td></td>
<td>NEW SMYRNA BEACH, FL 32169</td>
</tr>
</tbody>
</table>
GENERAL TERMS AND CONDITIONS

1. **INSTRUCTIONS TO BIDDERS:** To insure consideration of your bid, please follow these instructions. Bids not in compliance with conditions specified herein are subject to rejection.

2. **SEALED BIDS:** AN ORIGINAL BID AND 1 COPY plus a USB Flash Drive or a CD must be in the Finance Department by the date and time specified. The Bid Reply, Certification of Drug-Free Workplace Form, Public Entity Crimes Form, Non-Collusion Affidavit of Prime Bidder Form, Evaluation Factors, Questionnaire, and any addenda issued must be included. Proposals must be sealed and clearly labeled with the following information:
   a. Name and address of Bidder
   b. Bid number
   c. Date and time of Bid Opening

3. **PREPARATION OF BID:** All information shall be entered in ink, typewritten, or produced by computer. It is your responsibility to make certain that unit prices and extended prices are correct. The UCNSB will not be responsible for errors or omissions made by the bidder in determining bid price(s). The bid must contain a manual signature of an authorized representative of the agency bidding. In order to insure uniformity, bids must be submitted on this Bid Form and the attached pages.

4. **OBLIGATION OF BIDDER:** By submitting a BID, the bidder covenants and agrees that they have satisfied themselves from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

5. **BID EXAMINATION:** BIDDERS are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.

6. **FURNISHED ITEMS:** No material, labor or facilities will be furnished by the COMMISSION unless specifically stated.

7. **COLLUSION:** The BIDDER hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.

8. **PRICE WARRANTY:** The BIDDER warrants that the prices of the items set forth herein do not exceed the prices charged by the BIDDER under a contract with the State of Florida.

9. **COMMERCIAL WARRANTY:** The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives any customers for comparable quantities of such supplies or services and that the rights and
remedies provided herein are in addition to and do not limit any rights afforded to the COMMISSION by any other provision of this award.

10. **INSPECTION AND ACCEPTANCE**: A duly authorized representative of the COMMISSION will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

11. **QUESTIONS REGARDING BID**: COMMISSION has made every effort to provide prospective vendors with the information needed to appropriately respond to this bid. COMMISSION realizes that some clarification, interpretation, or additional information may be required.

   **Questions regarding any portion of this bid shall be directed, in writing, to:**
   Utilities Commission, City of New Smyrna Beach
   Caleb Fisher, Procurement Supervisor
   cfisher@ucnsb.org
   or
   P.O. Box 100
   New Smyrna Beach, FL  32170-0100

   All such requests must be received no later than 2:30 PM, Eastern Standard Time, **July 20, 2020**. Responses to all requests for more information will be included in any addenda and will be made available to all BIDDERS on **July 23, 2020**.

   Requests for additional information received after the **July 20, 2020** deadline will not receive a response. Responses will **not** be made orally.

   Any additional information pertaining to this Bid or to the services being sought hereunder obtained in a manner other than as described in the preceding paragraph should be regarded as unofficial. COMMISSION will not be bound in any way by information so obtained, or by a Bidder’s reliance thereon.

12. **COMMUNICATIONS**: Any communication between any potential vendor, service provider, bidder, lobbyist or consultant and any U.C. Commission Member, staff member, or consultant of the U.C. regarding this procurement is strictly prohibited from the date on which the solicitation advertisement appears on the U.C.’s website, Demandstar, or newspaper through the date of contract award. Also from the date of the filing of any notice of protest of award through resolution for the parties involved in the protest or contract award, whichever is longer. The only exceptions to this are communications with the U.C.’s Material Manager or the U.C.’s designated point of contact. Any violation shall constitute grounds for immediate and permanent disqualification of the offending firm and possible debarment or suspension. At the U.C.’s General Manager/CEO and Director of Finance (CFO)’s sole discretion, it may also serve as grounds for the voiding of any Contract with the violator and/or to temporarily or permanently debarring the violator from future
work with the U.C. This process will safeguard the integrity of the U.C.’s procurement and protest process and also provide an ethical, equitable, and transparent procurement process.

13. **NON DISCLOSURE:** The Utilities Commission understands the vendors concerns regarding confidential and/or proprietary information for both participating parties. In response UCNSB is incorporating the following verbiage into ITB# 28-20 Wood Pole Inspection and Treatment Program. Upon receipt by UCNSB, responses to solicitations become public records subject to the provisions of Florida’s state policy on public records, Section 119 Florida Statutes. If you believe that any portion of your response is exempt you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption.

14. **INVOICES:** All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.

15. **BID FORM:** A Bid Form is provided and a completed original and one duplicate copy shall be returned in a sealed envelope properly marked with Bid number and acknowledgment of receipt of addenda where applicable. It is incumbent upon each bidder to ensure that they have received all addenda before submitting their bid.

16. **BID OPENING:** Bids will be publicly opened, read aloud and recorded, on the date and time indicated, at the location specified in the request for bid. It is the BIDDER’s sole responsibility to assure his/her bid is delivered at the proper time and place of the bid. The COMMISSION will not be responsible for late deliveries or delayed mail. Bids delivered after the time specified shall not be considered; such bids shall remain unopened.

17. **QUOTING PRICES:** Carelessness in quoting prices or in preparation of bid otherwise will not relieve the BIDDER. BIDDERS are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the BIDDER. In the event of an extension error(s), the unit price will prevail.

18. **AMENDED OR WITHDRAWN BIDS:** Bids may be amended or withdrawn only by written notice prior to the bid opening. Amendments will only be accepted in the form of a new bid package. The bidder must pick up the original bid package and submit an amended sealed bid prior to the bids closing date and time. Amendments or withdrawals received after the bid opening will not be effective, and the original bid submitted will be considered.

19. **PUBLIC ENTITY CRIMES:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, 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. See attachment “A”.

20. **CONSIDERATION OF BIDS:** The **COMMISSION** reserves the right to award the contract to the Bidder(s) that the **COMMISSION** deems to offer the best overall bid. The **COMMISSION** is therefore not bound to accept a bid on the basis of lowest price. In addition, the **COMMISSION** at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the **COMMISSION** to do so. The **COMMISSION** also reserves the right to make multiple or split awards if it is deemed to be in the **COMMISSION’S** best interest. The **COMMISSION** shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

21. **TIE BID:** In the event of a tie bid where quality and service are equal; a preference is given to vendors submitting, with the proposal, a certification of a drug free work place in accordance with Section 287.087 Florida Statutes. Where tie bids are between bidders, one of which is located in Volusia County and the other bidder is not, the recommended award shall be to the local bidder. Past Performance-Consideration will be given to a vendor based on previous history and performance on similar Utilities Commission projects or requirements. Delivery availability or completion period. Capacity to perform in terms of service availability, facilities, personnel or financial availability. Closeness to delivery point. If all conditions are equal, a flip of a coin, with two witnesses present, shall be the deciding factor.

22. **SUBMITTING BIDS:** Bids shall be addressed and mailed or delivered as specified on page one (1) to 200 Canal St. New Smyrna Beach, Florida 32168.

23. **NO BID:** In the event an Invitation to Bid is returned as a no bid, "NO BID" shall be properly marked on the outside of the envelope with the bid number.

24. **REJECTED BIDS:** The **COMMISSION** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

25. **FAILURE OF THE CONTRACTOR TO DELIVER:** Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the **COMMISSION** or failure to make replacements of rejected articles as directed, shall permit the **COMMISSION** to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the **COMMISSION**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the **COMMISSION** may be withheld until reimbursement is received.
26. **BRAND OR TRADE NAMES:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at no charge to the **COMMISSION**. The **COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.

27. **AWARDS:** Awards shall be made as required for the best interest of the **COMMISSION**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.

28. **NON-WARRANTY OF SPECIFICATIONS:** Due care and diligence have been exercised in the preparation of this Bid and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures shall rest solely with the provider. Neither the Commission nor its representatives shall be responsible for any errors or omission in this Bid nor for the failure on the part of the bidder(s) to determine the full extent of exposures.

29. **BID AWARD:** Award is expected to be made to the Bidder who best meets the requirements of UCNSB considering responsibility, responsiveness and price. A written contract and/or purchase order detailing agreed terms will be rendered between the UCNSB and the agency achieving a successful proposal. Terms of the contract will include any and all items as specified in the bid, plus mutually agreed terms and conditions.

30. **CLARIFICATION:** The UCNSB reserves the right to request clarification of information submitted and to request additional information of one or more Bidders, if needed.

31. **OTHER AGENCIES:** All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other government agency to participate in the contract under the same prices, terms and conditions. If the period of time is not defined within this solicitation, the prices, terms and conditions shall be firm for 120 days from date of award. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any city municipality or agency, nor will any city municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency shall issue their own purchase order to the awarded respondent(s).
32. **INSURANCE:** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to COMMISSION.

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<th>Minimum Amounts and Limits</th>
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</thead>
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<tr>
<td>(a) Worker's Compensation</td>
<td>Statutory requirements at location of work</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$100,000 Each occurrence</td>
</tr>
<tr>
<td></td>
<td>$300,000 Disease, aggregate</td>
</tr>
<tr>
<td></td>
<td>$100,000 Disease, each employee</td>
</tr>
<tr>
<td>(b) General Liability</td>
<td>$1,000,000 General Aggregate</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Products - Comp Ops Agg</td>
</tr>
<tr>
<td></td>
<td>$500,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td>$50,000 Fire Damage</td>
</tr>
<tr>
<td></td>
<td>$5,000 Medical Expense</td>
</tr>
<tr>
<td>(c) Automobile Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>(owned, hired and non-owned)</td>
<td></td>
</tr>
<tr>
<td>Option of Split Limits:</td>
<td></td>
</tr>
<tr>
<td>(1.) Bodily Injury</td>
<td>$500,000 Per Person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Per Accident</td>
</tr>
<tr>
<td>(2.) Property Damage</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

33. **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY:**

The provisions of Florida Statute 768.28 applicable to the Utilities Commission, City of New Smyrna Beach apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Utilities Commission acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Utilities Commission acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.

The Utilities Commission shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
To the fullest extent permitted by law, the vendor shall defend, indemnify, and hold harmless the Utilities Commission, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney’s fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the vendor or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the Utilities Commission.

Provided, however, if the contract between the Utilities Commission and the Contractor is deemed by a court of competent jurisdiction to be a construction contract for purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless the Utilities Commission, shall be limited to an obligation to indemnify or hold harmless the Utilities Commission, its officers and employees from liability damages, losses, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractor and persons employed or utilized by the Contractor in the performance of the contract.

34. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by COMMISSION. Contractor guarantees its work hereunder for a period of twelve (12) months after completion and acceptance of the work unless otherwise set forth herein. In the event COMMISSION discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from COMMISSION, repair or replace at its sole expense any such defects. COMMISSION may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by COMMISSION nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

35. **CHANGES:** COMMISSION may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such changes cause an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

36. **CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE CONTRACTING ENTITY/LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER ELECTED OFFICIALS:** No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the COMMISSION who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
37. **EMPLOYEE CONFLICT OF INTEREST**: It shall be unethical for any COMMISSION employee to participate directly or indirectly in a procurement contract when the COMMISSION employee knows that:

(1) The COMMISSION employee or any member of the COMMISSION employee's immediate family has a financial interest in the procurement contract; or

(2) Any other person, business, or organization with whom the COMMISSION employee or any member of a COMMISSION employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A COMMISSION employee or any member of a COMMISSION employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

38. **GRATUITIES AND KICKBACKS**:  
(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any COMMISSION employee or former COMMISSION employee, or for any COMMISSION employee or former COMMISSION employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity COMMISSION in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 bid 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 bid, 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 this firm complies fully with the above requirements.

VENDOR SIGNATURE
PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3) (1) FLORIDA STATUTES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted Bid, Bid or Contract for **ITB #28-20 Wood Pole Inspection and Treatment Program**.

2. This sworn statement is submitted by __________________________________________
   [name of entity submitting sworn statement] whose business address is: ________________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is ______________________.

   If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____________________________.

3. My name is ______________________________ and my relationship to the entity named above is ________________________________.

4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state of federal law be a person with respect to and directly related to the transaction of business with any public entity 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 an agency or political subdivision of any other state, or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (91) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charges brought by federal or state trial court or recording, relating to charged brought by indictment or information after July 1, 1989, as a result of just verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) A Predecessor or Successor of a person convicted of public 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. The term “affiliate” includes those officers, directors, executives, partners, shareholder, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

   ____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

   ____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

   ____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

   ____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date        Signature

STATE OF: ________________    COUNTY OF: ________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ________________
[name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this day of ________________, 20___.

My commission expires:  Personally known to me, or

Produced Identification:

__________________________  __________________________
Notary Public              Print, Type or Notary Stamp   Type of I.D.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER FORM

State of ______________
County of _____________

_________________________________, being first duly sworn, deposes and says that:

He/she is ______________ of ______________, Bidder that has submitted the attached Bid;

He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the COMMISSION.

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

______________________________
Signed

______________________________
Title

Subscribed and sworn to before me this _____day of ________, 20__.

______________________________
Title

My Commission Expires: __________
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/described entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - Corporation
   - Partnership
   - Limited liability company, Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
   - Other (see instructions)

   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

   (Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to Get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.
VENDOR APPLICATION

In addition to General conditions, your **BID** may be disqualified if the following vendor information is not returned with your **BID**.

Vendor is:
(  ) Corporation
(  ) Partnership
(  ) Sole Proprietorship
(  ) Other ________________________________________________ (Explain)

Federal Employer Identification Number or Social Security Number: ________________________________

Do you collect Florida State Sales Tax? (  ) Yes (  ) No

Firm Name: ______________________________________________________

Mailing Address: __________________________________________________

_____________________________________________________

Telephone No. _______________________ Fax No. ____________________

Email Address: ____________________Web Address: ___________________

Commodity or Service Supply: ________________________________________

If vendor is quoting, as a manufacturer’s representative and the purchase order should be addressed to the manufacturer in care of the vendor, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: ______________________________________________________

Mailing Address: __________________________________________________

_____________________________________________________

Submitted by: _____________________________________________________

Name & Title Printed: __________________________________________________

ITB 28-20 Page 17
QUESTIONNAIRE

Additional space may be required. Please answer questions in the order presented. All questions must be answered or contractor may be disqualified.

1. Has your company ever been denied insurance or had insurance canceled?
2. Is your company bondable? Has your company ever been denied bond?
   If yes, explain.
3. Can your insurance company produce a certificate of insurance stating your limits and naming UCNSB as an Additional Insured?
4. Since January 1, 2015, has your company been a defendant in any lawsuits?
5. Is your company a subsidiary or otherwise legally affiliated with any other company?
6. Is your company rated by Dunn & Bradstreet or any other rating agency?
   If yes, what is the name of the agency and rating?
7. Is your company in any stage of bankruptcy, including initial filing?
8. Has your company been disbarred by the Federal Government or any State Government?
9. How many employees does your company have?
REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: ___________________________________
   Address: ____________________________________________
   _______________________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:____________________________________________________________
                                                                   _______________________________________________________________________
                                                                   _______________________________________________________________________
                                                                   _______________________________________________________________________

2. Name of Company: ___________________________________
   Address: ____________________________________________
   _______________________________________________
   Point of Contact: ______________________
   Phone Number: _______________________
   Dates of Service: ______________________
   Service(s)Provided:____________________________________________________________
                                                                   _______________________________________________________________________
                                                                   _______________________________________________________________________
                                                                   _______________________________________________________________________

3. Name of Company: _______________________________
   Address: ____________________________________
   Point of Contact: _____________________________
   Phone Number: ______________________________
   Dates of Service: _____________________________
   Service(s)Provided:____________________________________________________________
                                                                   _______________________________________________________________________
                                                                   _______________________________________________________________________
REQUIRED DISCLOSURE

At its sole discretion, the COMMISSION may reject any bidder the COMMISSION finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the COMMISSION to lack honesty, integrity, or moral responsibility. The discretion of the COMMISSION may be exercised based on the COMMISSION’s own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the COMMISSION may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.
BID SUBMITTAL REQUIREMENTS

Bids shall include all of the information solicited in this ITB, and any additional information that the BIDDER deems pertinent to the understanding and evaluating of the bid. Bids shall be organized and sections tabbed in the following order. The BIDDER should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All bids shall include, at a minimum, the following information. Failure to supply all of the information requested shall result in the bid being excluded from consideration. The COMMISSION reserves the right to request information or clarification from bidders following the bid opening if omissions are deemed curable.

TAB #1  Experience:  Provide a profile showing company history, business structure, and a list of principals. A minimum of five (5) years in business is required.

TAB #2  References:  Submit a detailed list of clients receiving similar services within the last five (5) years. Please include a brief description of the scope of work performed and the name, phone number and email address of the contact person.

TAB #3  Pricing:  Complete, sign and submit the Bid Tabulation and Bid Form. Bid Forms provided in ITB #28-20 Wood Pole Inspection and Treatment Program.

TAB #4  License and Insurance:
Submit a current Occupational License, from an authorizing government agency, and a current Certificate of Insurance. The COMMISSION does not need to be named as an Additional Insured at this time but this is a requirement when work commences.

TAB #5  Other Required Forms:
Complete, sign, notarize (if required) and submit the following:
A. Certification of Drug-Free Workplace
B. Public Entity Crimes
C. Non Collusion Affidavit of Prime Bidder
D. Taxpayer Identification Number and Certification W-9
E. Vendor Application
F. Questionaire

TAB #6  Addenda Acknowledgement:
Please submit all addenda (if any) related to this bid here.

TAB #7  Questionnaire:
The Questionnaire responses requested should be submitted here

TAB #8  Detailed Specifications:
Provide any information / samples that will provide insight to the evaluators about the qualifications, fitness and abilities of the BIDDER. This information should be succinct.
BID SCOPE OF WORK

BIDDER NAME: __________________________________________________________

The COMMISSION is seeking Qualified Vendors licensed in the State of Florida to complete the following scope of work.

Furnish of all labor, materials, and equipment necessary for the completion of Annual Inspection and Groundline Treatment of Wood Poles in service on the Utilities Commission, City of New Smyrna Beach (UCNSB) overhead electric transmission and distribution system in accordance with specifications outlined in ITB# 28-20 Wood Pole Inspection and Treatment Technical Specs.

Contractor shall provide insurance, materials, tools, labor, equipment and supervision to perform all work necessary to complete this scope of work.

Contractor is responsible for staging area and storage of materials. The COMMISSION will pay for installed materials only.

Contractor is responsible for all Maintenance of Traffic Devices, including obtaining an approved Maintenance of Traffic Plan from FDOT, the County of Volusia, and the City of New Smyrna Beach as needed.

All work performed within this scope of work is subject to COMMISSION inspection.
1.0 SCOPE

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

2.0 DETAILED DESCRIPTION OF THE WORK

The furnishing of all labor, materials, and equipment necessary for the completion of Inspection and Groundline Treatment of Wood Poles in service on the Utilities Commission, City of New Smyrna Beach (UCNSB) overhead electric transmission and distribution system in accordance with the following specifications:

3.1 ORDER AND DETERMINATION OF THE WORK

3.2 All work to be performed shall be initiated by UCNSB. A pre-construction meeting shall be scheduled prior to the start of the work, at which time UCNSB's inspector and supervisor shall meet with the successful contractor's supervisor and designated foreman.

3.3 UCNSB staff estimates that approximately 1500 - 2000 wood poles per year in predetermined geographic regions of the UCNSB service area will be treated annually. UCNSB uses an 8-year inspection cycle based on our location in Decay Zone #5. UCNSB bases their inspection program on the United States Department of Agriculture Rural Services Bulletin 17308-121 titled "Wood Pole Inspection and Maintenance"

3.3.1 UCNSB’S treatment and inspection cycle begins the 10th year after the pole is installed in the ground, at which time it shall be inspected and treated in accordance with these specifications. [Example: a pole installed in 2006 begins the inspection cycle in 2017, its 11th year in the ground].

3.3.2 Only poles identified for treatment on UCNSB provided maps with birthmarks of 10 years or newer shall be visually inspected and reported.

3.3.3 All wood poles which are less than 10 years old do not require treatment. Age determination shall be based on the poles birth mark.

3.3.4 Poles determined to be reinforceable in accordance with these specifications shall be reviewed by UCNSB prior to being reinforced by the Contractor.
4.1 CONTRACTOR REQUIREMENTS

4.2 The Contractor shall furnish all supervision, labor, tools, equipment, report forms, transportation and material necessary for the inspection and treatment of Owner's poles as identified. UCNSB will supply maps electronically showing locations of poles which are the subjects for inspection and/or treatment prior to work commencing.

4.3 The Contractor is required to have a minimum of 5 years in the in-service pole inspection and treatment business. The Contractor must have documented policies conforming to EPA, OSHA, and DOT regulations which must include a Safety Manual, Pesticide Training Manual and Test, standards for safe storage of preservatives on vehicles, operating policies for Contractor's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment.

4.3 Contractor shall provide a means which is satisfactory to Owner for field personnel to quickly contact UCNSB to inform them of important items, such as; damaged utilities, property damage and or priority poles.

4.4 Upon recommendation of award, the successful Bidder must provide the following listed documentation/information.

4.4.1 Contractor's policies for conforming to EPA, OSHA and DOT regulations.

4.4.2 Information must include, at minimum, the following information: Safety Manual, Pesticide Training Manual and test used by Contractor, Standards for safe storage of preservatives on vehicles, Labels and Material Safety Data Sheets for all preservatives, and all operating policies for Contractor's personnel to handle preservatives and disposing of empty containers used for pole treatment.

4.4.3 A proposed work schedule outlining the number of crews to perform the work along with proposed commencement and completion dates.

4.4.4 A sample report detailing information in accordance with Section 14.9 of these technical specifications.
4.5 If products specified for treatment are no longer commercially available, or if alternative materials are available, Contractor can make recommendations with supporting documentation to UCNSB for consideration.

5.0 PERSONNEL QUALIFICATIONS

5.1 Professional in-service Inspection and Groundline treatment pole inspectors must perform all pole inspections and treatments. Inspectors must be trained and experienced (minimum one year) in the inspection and treatment of in-service wood poles. UCNSB reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results and are subject to approval by UCNSB before awarding the contract or at any time thereafter. Failure to maintain an adequately trained inspector will result in payment being withheld by UCNSB in the area being inspected.

5.2 Supervision of pole inspection and treatment shall be performed by supervisors with at least two years of field experience in in-service pole inspection and treatment.

5.3 Personnel not specifically qualified to inspect and treat in-service poles as outlined above shall not be transferred to work as pole inspectors from other contractual work.

6.0 WORKMANSHIP AND DAMAGES

6.1 All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable Federal and State regulations. The Contractor shall at all times exercise care to prevent injury to any persons and to prevent damage to any property during performance of the work.

6.2 UCNSB considers work not in accordance with this specification or work not in accordance with State or Federal regulations, or unskilled or careless work to be sufficient reason to order the Contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of UCNSB. Further, UCNSB reserves the right to require the Contractor to replace any worker before work is allowed to continue. If not satisfied, UCNSB will consider this to be just cause for termination of the contract.
6.3 Contractor to replace any worker before work is allowed to continue. If not satisfied, UCNSB will consider this to be just cause for termination of the contract.

6.4 Any damages, real or personal, off the right-of-way arising directly from the performance of the work specified herein, or any damages on the right-of-way as a result of negligent operations, shall be settled promptly by the Contractor. Contractor will notify UCNSB immediately of any damage to our or a customer's facilities.

6.5 UCNSB reserves the right to bill Contractor for time and materials for any unreported damage to UCNSB infrastructure as a result of negligent operations.

7.0 QUALITY CONTROL

7.1 A quality control inspection shall be performed for each time period of not less than one week's previous work. The quality control will be conducted with the Contractor's supervisor and UCNSB's representative. The quality control inspection shall consist of the complete re-inspection of those poles selected by UCNSB's representative to compare the results shown on the pole report inspection sheets with those existing in the field. The re-inspection shall include, but not be limited to, the re-excavation and retreatment and re-wrapping of those poles that were inspected below Groundline. Contractor's cost of said retreatments shall be borne by the Contractor. At least three (3) poles but no more than ten percent (10%) of the total poles treated since the last quality control check will be selected for each quality control check. Such poles will be selected at random by UCNSB's representative. UCNSB shall be issued a copy of the quality control field report.

7.2 Discrepancies and Corrective Action: Any errors will be brought to the attention of the Contractor. Corrective action, satisfactory to UCNSB, must be taken by the Contractor to correct the error before the next quality control check. The corrective action may include, but not be limited to re-working each pole back to the previous quality control checkpoint at no cost to UCNSB.
8.0 DEFINITIONS FOR INSPECTION AND TREATMENT

8.1 Reported Pole (Visual Inspection): A reported pole is a pole from 1-9 years old which UCNSB desires only information from visual inspection, or any pole that is judged to be unserviceable prior to excavation.

8.2 Sounding and Boring: Poles shall be sounded with a hammer from either Groundline or above Groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall bore pole at least once to detect interior decay. If it is present, pole shall be bored a sufficient number of times to determine location and extent of decay. Bored holes shall be filled with treated wood dowels.

8.3 Groundline Treated Pole: A Groundline treated pole is a pole designated by Owner which, upon inspection, is found to be a candidate for external preservative treatment, provided enough sound wood remains.

8.4 Rejected Pole: A rejected pole is a pole designated by UCNSB which, upon inspection, is found deteriorated below the required minimum as indicated on circumference table approved by UCNSB. Includes regular reporting, sounding and boring. Rejected poles shall be tagged so that they are clearly identifiable.

8.5 Reinforceable Pole: Pole able to be reinforced with a single steel reinforcer.

8.6 Private Property: A pole which is not able to be accessed by personnel due to physical/legal barriers or prohibitions, or private property fifty (50) feet from the work vehicle.

8.7 Internal Treatment: Contractor's EPA approved insecticide and preservative solution is applied internally under 60 PSI minimum pressure to any chambers and internal decay voids that constitute a size of 1" or larger.

8.8 Fumigant Treatment: Application of EPA approved fumigant containing Mite-Fume (97% Methylisothiocyanate, 3% inert ingredients) or approved equivalent.

8.9 Priority Pole: A pole that is in need of immediate replacement; usually has average shell of one inch or less. Priority poles are to be reported to UCNSB as soon as possible and in no case more than 24 hours from inspection. Priority poles shall have two tags on the pole indicating a priority situation.
8.10 Excavation of pole with underground cable attached: A pole with an underground cable attached. This condition may require removal and reinstallation of the underground cable from the pole surface.

9.0 GENERAL PRECAUTIONS, RESTRICTIONS AND REQUIREMENTS FOR PRESERVATIVE APPLICATION

9.1 GENERAL RESTRICTIONS AND REQUIREMENTS

9.1.1 All preservatives shall be handled and applied in a manner that will prevent damage to vegetation and property. Only preservatives registered by the EPA and State Department of Agriculture as appropriate and for the intended use will be considered for approval by UCNSB.

9.1.2 The Contractor shall apply no preservatives where a pole is located in a vegetable garden or within 10 feet of a stream or standing water body, or well.

9.1.3 Any container in which a preservative is stored shall be securely locked or bolted to vehicles on the right-of-way and kept locked when unattended. Empty preservative containers shall be removed from the right-of-way and kept in a locked compartment until disposed of. Disposal of preservatives and their containers shall be in accordance with the rules and regulations of all appropriate Federal and State agencies. Contractor must have MSDA sheets with the vehicle containing the chemicals.

9.2 PESTICIDE LICENSING AND REPORTING REQUIREMENTS

9.2.1 The Contractor shall be a certified commercial pesticide business for the preservative application set forth under this contract and shall have each crew supervised by a full time Supervisor who is licensed and certified by the State of Florida. The contractor shall be responsible for the accurate recording and submitting of all pesticide usage forms required by the various pesticide regulatory agencies and for meeting all applicable Federal and State rules and regulations.

9.2.2 The contractor is required to have in his possession copies of the preservative labels of all the preservatives, insecticides and fumigants being used. The labels shall list the preservative
composition, description, directions for use, precautionary statements, warnings, environmental hazards, practical treatments, storage and disposal instructions and any other relevant information about the preservatives used. Upon request, the labels must be shown to anyone desiring this information.

9.3 SPILL PREVENTION

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

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

9.4 PROPER EQUIPMENT

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

9.3 PESTICIDE TRAINING

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

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

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

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

10.3 EXCAVATION- All poles passing the above ground visual inspection shall be excavated to a depth of 18" below Groundline. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at 18" depth. For excavation in lawns, sod grass or gardens, care will be taken to keep surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes will be excavated to a minimum depth of 18" on both high and low sides. Tarpaulins or ground cloths shall be used at all times.

10.4 SOUNDING- Poles shall be sounded from as high as the inspector can reach to the exposed Groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.

10.5 BORING- Inspector shall bore pole with a 3/8" bit. Borehole shall be located at Groundline and should be drilled at a 45-degree angle to a depth of the centerline of the pole. Shell thickness indicator shall be used to detect the extent of the interior decay. If heart rot, enclosed decay, or pockets are evident in a pole, a minimum of five (5) borings will be taken to determine the size.
and extent of decay. Bored holes will be treated with tight-fitting treated wood dowels.

10.6 CHIPPING-All loose and decayed wood is to be removed from 18" below Groundline to 6" above Groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decay from the hole and surrounding ground and disposed of properly. Care should be taken not to remove good wood, as this will reduce the strength of the pole. The pole will be scraped using a check scraper to remove dirt from the treatment zone.

11.0 EVALUATION

11.1 Measure minimum circumference at or below Groundline wherever the least sound wood is present. Make adjustments to circumference to account for external and internal decay in accordance with a Pole Circumference Calculator. Check effective circumference against loading table approved by Owner. (Pole circumference calculator unless otherwise specified). Poles below minimum circumference shall be rejected, and so marked in the field and reported. Poles with a minimum shell equal to or greater than 2 inches shall be treated; poles with shell thickness less than the above-specified minimum shall be rejected. Poles with a minimum shell of 1 inch or 50% of original circumference or less shall be designated a "Priority Pole".

11.2 LOAD CALCULATION - A complete pole load assessment shall be done on all poles exceeding 60' in height that have multiple utilities attached to them. Load calculations shall determine remaining pole strength. Items to be considered when calculating pole load and remaining strength shall include all attached electric infrastructure, all third-party attachments, remaining pole circumference, pole condition including all pockets and voids, line of lead and any other items affecting pole load and strength.

12.0 TREATMENT

12.1 GENERAL- All poles 10 years or older and suitable shall be treated in accordance with "External Groundline Treatment". If internal decay is indicated, an appropriate solution shall be selected and applied.

12.2 PRESERVATIVE APPLICATION - All poles which are excavated, serviceable, and pass inspections are to be Groundline treated as follows:
Apply an approved percentage of active ingredients to the pole (a minimum thickness of 1/16" thick) from 18" below Groundline to 2" above Groundline. Liberally treat and fill all exposed pockets and checks using brush or trowel.

Where obstructions occur such as fences, curbs, and walls, the preservative shall be applied in excessive amounts next to obstruction to insure complete coverage. The treatment must be EPA approved and authorized for use by the UCNSB Project Representative for this Contract.

12.3 **WRAPPING OF EXTERNAL TREATMENT** - A moisture barrier is to be applied over the wood preservative. The moisture barrier shall cover preservative 18” depth and extend 2” above and below the treatment zone, for a total of 22” wide. It shall be of sufficient length to go around the pole with an overlap of approximately 4” and shall be stapled to the pole at the top and side seams of the barrier. Pasture wrap shall also be used in areas of livestock; it will be stapled to the top of the moisture barrier to act as an additional protective barrier. The mil thickness of the moisture barrier shall not be less than 4 mils thick.

12.4 **FUMIGANT TREATMENT** - Mite-Fume (97 % Methylisothiocyanate, 3% Inert Ingredients), or approved equivalent compound shall be applied to all poles which are ten (10) years old or older, and meet one of the following criteria: pole cannot be excavated (i.e., poles in concrete, poles with primary voltage risers), pole cannot be 100% excavated due to obstructions, or incipient decay is present. Any equivalent compound must be approval by UCNSB. Contractor shall submit written documentation for UCNSB's sole use in determining if equivalent compound will be allowed.
12.4.1 First time Application of Mite-Fume to poles shall adhere to the following criteria:

<table>
<thead>
<tr>
<th>Pole Circumference</th>
<th>Number of Holes Drilled</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 to 35&quot;</td>
<td>3 holes spaced 120 degrees apart and 6&quot; to 8&quot; higher than previously bored hole.</td>
</tr>
<tr>
<td>36 to 49&quot;</td>
<td>4 holes spaced 90 degrees apart and 6&quot; to 8&quot; higher than the previously bored hole.</td>
</tr>
<tr>
<td>50&quot;</td>
<td>5 holes spaced 70 degrees apart and 6&quot; to 8&quot; higher than the previously bored hole.</td>
</tr>
<tr>
<td>60&quot;</td>
<td>6 holes spaced 60 degrees apart and 6&quot; to 8&quot; higher than the previously bored hole.</td>
</tr>
</tbody>
</table>

Bore 7/8" slanting holes to a minimum of 10" depth.  
Using personal protective equipment, insert 1 vial into each hole.  

**Plug holes using 15/16 x 3" removable plug.**

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

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

13.2 BACKFILLING - After excavation and/or treatment, all poles will be solidly back filled. The first half of excavation will be back filled and tamped completely around the pole; the second half, back filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above the normal ground level to allow for settlement. In grass areas the sod shall be carefully placed around the pole. Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while back filling.

13.3 CLEAN UP - No debris, loose dirt, etc., is to be left in the pole area. Private property turf, including that between curb and sidewalk, bushes, and plants and shrubbery are to be replaced with care. If any preservative is spilled on the ground, it shall be cleaned up immediately. All containers shall be disposed of according to approved environmental practices.

14.0 POLE MARKING AND RECORDS

14.1 TAGGING – All treated poles shall be tagged showing the year treated and Contractor name.

14.1.1 All tags will be visible from the nearest access road or street. Rear lot poles will have tags applied so as to be in line with the pole line.

14.1.2 The Contractor's inspector will make a notation on his pole inspection and treatment report as to whether the pole can or cannot be reinforced. If the pole has top defects, this will be noted in the remarks column.

14.1.3 All rejected poles are to have one square reject tag placed on them at approximately 7 feet from Groundline.

14.1.4 Priority poles are to have two square reject tags one above the other at approximately 7 feet from Groundline.

14.1.5 The Contractor using an owner-supplied numbering kit shall reinstall missing pole identification numbers. Pole identification numbers shall be obtained from owner provided maps.
14.2 DATA COLLECTION - All information collected in the field shall be entered into a hand-held computer while in the field. All poles shall have a complete address indicating the location for follow up work.

14.3 POLE INSPECTION DETAIL REPORTS

14.3.1 A printed electronic mail report shall provide individual pole information for all poles inspected during the week by an individual Foreman. It shall be provided no more than one week after the work is performed. All information listed below shall be contained in this report. Reports shall be able to be accessed via on-line data link using a visual, map-based interface.

14.3.2 Heading- Each report sheet shall have the information listed below in the heading:

Utility name & Division (where relevant)
Contractor name & Division (where relevant)
Foreman name
Supervisor name
Line/Map Number
Date of Work
Page Number

14.3.3 Body of Report:

<table>
<thead>
<tr>
<th>Pole Number</th>
<th>Height and Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer Type/Birthmark</td>
<td>Original G/L Circumference</td>
</tr>
<tr>
<td>Sound and bore</td>
<td>Complete Address of each pole</td>
</tr>
<tr>
<td>Effective G/L Circumference</td>
<td>Pole GPS Coordinates</td>
</tr>
</tbody>
</table>
14.3.4 Column Headings- Include the categories listed below:

<table>
<thead>
<tr>
<th>Treat Reject</th>
<th>Treated Reject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Performing Initial Treatment</td>
<td>Last Year Treated</td>
</tr>
<tr>
<td>Decay This CycleStencil</td>
<td>Underground Cables</td>
</tr>
<tr>
<td>Sound &amp; Bore</td>
<td>Visual Fumigant</td>
</tr>
<tr>
<td>Internal Treatment</td>
<td>Repair Groundwire</td>
</tr>
<tr>
<td>Install Guy Marker</td>
<td>Private Property</td>
</tr>
<tr>
<td>Install Pole Tag</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

- Map/Line number
- Pole Number
- Maintenance Required
- Pole Height & Class
- Complete Pole Address
- Pole GPS Coordinates
14.6 POLES REJECTED SUMMARY- This printed report shall summarize all rejects found for an individual week and will be attached to the Pole Inspection Detail Report. The report shall list the following information.

- Map/Line number
- Pole Number
- Pole Height & Class
- Inspection Date
- Manufacturer/Type Birthmark
- Type of Prior Treatment
- Complete Pole Address
- Pole GPS Coordinates
- Original G/L Circumference
- Effective G/L Circumference If reinforceable

14.7 PRIORITY POLE SUMMARY

This printed report shall summarize individual weeks poles found which are considered to be dangerous. The report shall contain the same information as listed for REJECTED POLE SUMMARY above. It shall be attached to the appropriate POLE INSPECTION DETAIL REPORT each week.

14.8 YEAR TO DATE INSPECTION AND TREATMENT SUMMARY

This printed report shall provide companywide totals, percentages and cost of all repaired items, installations, inspection and treatment categories. The total contract expenditure as well as the average price per pole shall be calculated on this report. This report shall be provided on a weekly basis.

14.9 COMPUTER MEDIA

All data gathered during the job shall be supplied within two weeks of the job completion in an agreed upon electronic format.

15.0 INVOICING

Contractor shall furnish UCNSB Project Representative with pole report sheets on a weekly basis. Invoicing will be itemized and turned in weekly, from pole report sheets.
Pole Inspection & Treatment Unit Prices for the Inspection and/or Treatment of Wood Poles:

### Excavated (Per Pole Price)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>External Treat</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Excavated Reject</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Reject with External Treat</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>

### Not Excavated (Per Pole Price)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sound and Bore</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Visual Inspection</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internal Treatment</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Fumigant Treatment (Mite-fume per tube)</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Private Property</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Install Pole Stencils</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Install Owner-Supplied Guy Markers (labor only)</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Groundwire Repair</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Reattach Groundwire Molding</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Risers</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>
### ADDITIONAL PRICING (US $): (OPTIONAL ITEMS)

Pricing for Load Calculations to determine remaining pole strength

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Poles</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Rejected Poles</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>CATV Attachment</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Telephone Attachment</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>GPS Coordinates</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Identify Joint Use CATV Attachments</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Identify Joint Use Phone Attachment</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Identify Joint Use Other Attachment (example: other Communications)</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>

Identify and document number of attachments to pole by other utilities. Examples: 1 J-hook or eye bolt attached to the pole with 4 services = 1 attachment point. 4 J-hooks with 4 services attached to the pole = 4 attachment points.

| Identify attachment locations on pole (height from ground level – listing attachments in order as they are attached to the pole) | EA   | $          |
### ADDITIONAL PRICING (US $): (OPTIONAL ITEMS)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify Joint Use Power Supply</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Identify Joint Use Pedestal Attachment</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Identify Joint Use Code Violation</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Asset Inventory</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Digital Images Rejects Only</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Digital Images All Poles</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Digital Images JU Attachments</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Excavation/Inspection</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Spray or Cut Vines per pole</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Large Pole Adder ( Transmission Pole)</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Ground Resistance Test - Selective</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Ground Resistance Test -All</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Expose Anchor Eye</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Anchor Eye Inspection</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Capture ADA Violations</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Measure ADA Violations</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Online Data Delivery/Mapping services</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>
The UCNSB has occasionally used trussing, or restoration of poles. This pricing request is included for when the UCNSB decides to use Pole Restoration Techniques. Trussing, if used for wood distribution poles, will be performed in accordance with the NESC Restoration Factor: Rule 250B. Trusses will be used based on height class and minimum pole circumference.

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>19,900 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>37,200 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>49,600 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>56,400 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>71,700 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>76,900 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>94,900 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>112,200 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>129,400 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>152,600 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>170,200 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>191,800 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>211,100 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>224,400 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>258,800 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>305,200 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>340,400 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>383,600 FT/LBS</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>
## OTHER OPTIONAL ITEMS USED WHEN TRUSSING (US$):

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint Truss</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Cover Caps</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Underground Cable Excavate</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Concrete Repair</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Risers</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Visual Inspection</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Redrive Single Truss</td>
<td>EA</td>
<td>$</td>
</tr>
<tr>
<td>Reband, Cap &amp; Painting Previously Trussed Pole</td>
<td>EA</td>
<td>$</td>
</tr>
</tbody>
</table>
The COMMISSION reserves the right to award the contract to the Bidder(s) that the COMMISSION deems to offer the best overall bid. The COMMISSION is therefore not bound to accept a bid on the basis of lowest price. In addition, the COMMISSION at its sole discretion, reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, to re-advertise with either the identical or revised specifications, or not award a contract at all if it is deemed to be in the best interest of the COMMISSION to do so. The COMMISSION also reserves the right to make multiple or split awards if it is deemed to be in the COMMISSION’S best interest. The COMMISSION shall not be responsible for any cost or expense incurred by the Bidder in preparing or submitting a bid or any cost prior to the execution of a contract agreement.

Submitted
by:________________________________________________________

(Please Print)

Company
Name:_______________________________________________________

Date:________________________________________________________

Title:________________________________________________________

Phone No.___________________________________________________

Fax No:______________________________________________________

E-Mail:_______________________________________________________

Signature:__________________________________________________
If you do NOT intend to bid on this requirement/project, please return this form immediately. Thank you, Utilities Commission, City of New Smyrna Beach, Florida

We, the undersigned have declined to submit a bid due to the following reason(s):

☐ Specifications too “tight”, i.e. geared toward one brand/manufacturer service only (explain below).
☐ Unable to meet time period for responding to bid.
☐ We do not offer this product or service.
☐ Our schedule would not permit us to perform.
☐ Unable to meet specifications.
☐ Unable to meet Bond/Insurance requirement(s).
☐ Specifications unclear (explain below).
☐ Unable to meet insurance requirements.
☐ Please remove us from your “bidder’s list”.
☐ Other (specify below).

REMARKS: __________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the bidder’s list of the Utilities Commission, City of New Smyrna Beach, FL.

Company Name: ___________________________ E-mail: _________________________

Bid Number: ____________________________ Date: _____________________________

Signature: ____________________________ Fax: ________________________________

Telephone: ____________________________

ITB 28-20 Page 44
AGREEMENT FOR WOOD POLE INSPECTION & TREATMENT SERVICES

THIS AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES (“AGREEMENT”) is made and entered into this __________ day of __________, 2020, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, (hereafter “COMMISSION”), located at 200 Canal Street, New Smyrna Beach, Florida 32168, and __________________________ (hereafter SERVICE PROVIDER”), located at___________________________.

RECITALS

1. The COMMISSION was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.

2. The COMMISSION wishes to obtain Wood Pole Inspection & Treatment services.

3. The SERVICE PROVIDER is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to become effective upon execution by both parties. The initial term shall be for ONE (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to Three (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to THIRTY DAYS (30).

SECTION 3. DESCRIPTION OF SERVICES. SERVICE PROVIDER agrees to perform Directional Bore services as specified in Exhibit “A” attached to and incorporated into this Agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 COMMISSION may make changes in the services at any time by giving written notice to SERVICE PROVIDER. If such changes increase, decrease or eliminate any amount of work, COMMISSION and SERVICE PROVIDER will negotiate any change in total cost or schedule modifications. If COMMISSION approves, COMMISSION shall amend the Scope of Services to reflect the modifications; and SERVICE PROVIDER shall be compensated for said services in
accordance with the terms of Section 5 herein. All change orders shall be in writing and executed by both COMMISSION’S designated representative and the SERVICE PROVIDER.

4.2 All of COMMISSION’s said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 SERVICE PROVIDER shall perform its services in conformance with the agreed upon schedule. SERVICE PROVIDER shall complete all of said services in a timely manner and will keep COMMISSION apprised of the status of work on a monthly basis. Should SERVICE PROVIDER fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to SERVICE PROVIDER without COMMISSION’s prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. COMMISSION agrees to compensate SERVICE PROVIDER for services properly performed at the UOM rates of (INSERT BID TABULATION HERE)

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for SERVICE PROVIDER’S services shall be submitted to the COMMISSION at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of SERVICE PROVIDER. The bill[s] shall identify the services completed and the amount charged.

7.2 COMMISSION or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of SERVICE PROVIDER insofar as they pertain to the direct charges payable by COMMISSION under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by COMMISSION, subject to COMMISSION’S right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by COMMISSION, but the COMMISSION reserves the right to reject any statement which fails to adequately describe the services rendered by SERVICE PROVIDER. Upon written notice to SERVICE PROVIDER, payment may be withheld, in whole or in part, for SERVICE PROVIDER’S failure to comply with a term, condition or requirement of this Agreement. SERVICE PROVIDER will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon SERVICE PROVIDER’S satisfactory
demonstration of compliance to the COMMISSION. Amounts not questioned by COMMISSION shall be promptly paid to SERVICE PROVIDER in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. COMMISSION or its affiliates shall at all times have the right to review or observe the services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION 9. WARRANTY AND ACCEPTANCE. The SERVICE PROVIDER agrees that all material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by the COMMISSION. SERVICE PROVIDER guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event COMMISSION discovers defects in material or workmanship at any time before the expiration of the specified warranty period, SERVICE PROVIDER shall, upon written notice from the COMMISSION, repair or replace at its sole expense any such defects. The COMMISSION may perform such repairs or replacements by other reasonable means and SERVICE PROVIDER agrees to pay for such corrective measures. Neither acceptance of the work by the COMMISSION nor payment shall relieve SERVICE PROVIDER from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

SECTION 10. SAFETY. To the extent the COMMISSION'S safety standards do not violate other County, State or Federal standards, SERVICE PROVIDER agrees to comply with COMMISSION'S safety standards while on the property of the COMMISSION. SERVICE PROVIDER shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and COMMISSION waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, SERVICE PROVIDERS, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by COMMISSION and shall protect COMMISSION and SERVICE PROVIDER to the same extent. All project contractors shall be required to include COMMISSION and SERVICE PROVIDER as additional insureds on their general liability insurance policies.
SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the SERVICE PROVIDER any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The SERVICE PROVIDER covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The SERVICE PROVIDER agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The SERVICE PROVIDER agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The SERVICE PROVIDER shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The SERVICE PROVIDER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 SERVICE PROVIDER is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER’S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the COMMISSION each of the following:

13.1 SERVICE PROVIDER represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.
13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if SERVICE PROVIDER, through its negligent acts, errors, or omissions, causes any injury to COMMISSION or causes any physical damage to, or destruction of, any of COMMISSION’s property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER’s principals or the immediate family of SERVICE PROVIDER’s principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term “immediate family” shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should SERVICE PROVIDER breach the representations set forth above, COMMISSION shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date SERVICE PROVIDER completes its services hereunder, SERVICE PROVIDER’S services are negligent or erroneous and COMMISSION notifies SERVICE PROVIDER in writing that a negligent error or omission has been discovered in SERVICE PROVIDER’S services, SERVICE PROVIDER shall correctly perform such negligent services at no additional cost to COMMISSION and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. SERVICE PROVIDER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. SERVICE PROVIDER shall indemnify, hold harmless, and defend COMMISSION, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.
SECTION 15. INDEMNIFICATION. SERVICE PROVIDER shall defend, indemnify, and hold harmless the COMMISSION, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with SERVICE PROVIDER’S negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the SERVICE PROVIDER and third parties made pursuant to this Agreement. SERVICE PROVIDER shall reimburse the COMMISSION for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with SERVICE PROVIDER’S performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the COMMISSION constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the SERVICE PROVIDER.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon COMMISSION’S or its designated Project Leader’s request, at any time during the term of this Agreement or upon completion or termination of this Agreement, SERVICE PROVIDER shall provide COMMISSION or its designated Project Leader with a copy of all documents prepared by SERVICE PROVIDER under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the COMMISSION is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. SERVICE PROVIDER has been advised the COMMISSION that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all COMMISSION policies and procedures in observing the requirement of said laws. SERVICE PROVIDER shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the SERVICE PROVIDER in conjunction with this AGREEMENT. Specifically, the SERVICE PROVIDER must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the COMMISSION in order to perform the services being performed by the SERVICE PROVIDER.

(2) Provide the public with access to public records on the same terms and conditions that the COMMISSION would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
Meet all requirements for retaining public records and transfer, at no cost, to the COMMISSION all public records in possession of the SERVICE PROVIDER upon termination of the AGREEMENT and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COMMISSION in a format that is compatible with the information technology systems of the COMMISSION.

The SERVICE PROVIDER shall promptly provide the COMMISSION with a copy of any request to inspect or copy public records in possession of the SERVICE PROVIDER and shall promptly provide the COMMISSION a copy of the SERVICE PROVIDER'S response to each such request. Failure to grant such public access will be grounds for immediate termination of this AGREEMENT by the COMMISSION.

16.3 COMMISSION shall have the right to audit the books, records and accounts of SERVICE PROVIDER that are related to the performance of Services pursuant to this Agreement. SERVICE PROVIDER shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. SERVICE PROVIDER shall preserve and make available, at reasonable times for examination and audit by COMMISSION, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COMMISSION to be applicable to SERVICE PROVIDER'S records, SERVICE PROVIDER shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by SERVICE PROVIDER. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for COMMISSION disallowance and/or recovery of any payment upon such entry. The SERVICE PROVIDER shall retain all records relating to this Agreement for five years after the COMMISSION makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COMMISSION. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SERVICE PROVIDER, whether finished or unfinished, shall become the property of COMMISSION and shall be delivered by SERVICE PROVIDER to the COMMISSION within seven (7) days of termination of this Agreement by either party. Any compensation due to SERVICE PROVIDER may be withheld until all documents are received as provided herein.
SECTION 17. ASSIGNMENT

17.1 SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of COMMISSION. All requirements to be observed by the SERVICE PROVIDER shall be observed by all subcontractors.

17.2 If upon receiving written approval from COMMISSION, any part of this Agreement is subcontracted by SERVICE PROVIDER, SERVICE PROVIDER shall be fully responsible to COMMISSION for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If COMMISSION determines that any subcontractor is not performing in accordance with this Agreement, COMMISSION shall so notify SERVICE PROVIDER who shall take immediate steps to cancel the subcontract or correct the deficiency. COMMISSION shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that COMMISSION notifies SERVICE PROVIDER in writing of said communication.

17.4 If any part of this Agreement is subcontracted by SERVICE PROVIDER prior to commencement of any work by the subcontractor, SERVICE PROVIDER shall require the subcontractor to provide COMMISSION with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that COMMISSION does not agree to use SERVICE PROVIDER exclusively. It is further understood that SERVICE PROVIDER is free to contract for similar services to be performed for others while under contract with COMMISSION. The parties expressly acknowledge that SERVICE PROVIDER is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between COMMISSION and SERVICE PROVIDER or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow COMMISSION, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. SERVICE PROVIDER shall not, without authorization first being given by COMMISSION: a) Use or pledge money or credit of the COMMISSION, except in the usual and regular course of business and on account of or for the benefit of the COMMISSION; b) Release or discharge any debt due to COMMISSION without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the COMMISSION’S property; or d) Cause COMMISSION to become a guarantor, surety, or endorser, or give any note which obligates the COMMISSION.
SECTION 20. TAXES. SERVICE PROVIDER shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to SERVICE PROVIDER’S performance of this Agreement.

SECTION 21. DEFAULT. If, during the term of this Agreement, SERVICE PROVIDER shall be in default of any provision of this Agreement, COMMISSION may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until COMMISSION gives notice of the default to SERVICE PROVIDER with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, COMMISSION may, upon fifteen (15) days written notice to SERVICE PROVIDER, terminate this Agreement if: (a) SERVICE PROVIDER is adjudged to be bankrupt; (b) SERVICE PROVIDER makes a general assignment for the benefit of its creditors; (c) SERVICE PROVIDER fails to comply with any of the conditions or provisions of this Agreement; or (d) SERVICE PROVIDER is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy COMMISSION may have under this Agreement; or (e) when deemed by the COMMISSION (in its sole discretion) is in the best interest of the COMMISSION. In the event of such termination, COMMISSION shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to COMMISSION’s generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.
**SECTION 24. NOTICE.** Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Procurement Manager
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3046

**SECTION 25. GOVERNING LAW.** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

**SECTION 26. SEVERABILITY.** In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

**SECTION 27. WAIVER AND ELECTION OF REMEDIES.**

27.1 Waiver by COMMISSION of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 13, 14 and 15 shall survive the termination or expiration of this Agreement.

**SECTION 28. THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than COMMISSION and SERVICE PROVIDER.
SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, SERVICE PROVIDER’S total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by SERVICE PROVIDER under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the SERVICE PROVIDER and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, COMMISSION shall not be liable to SERVICE PROVIDER for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between COMMISSION and SERVICE PROVIDER with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of COMMISSION and SERVICE PROVIDER and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMMISSION:      SERVICE PROVIDER:

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

By:_____________________________    By:________________________
Director of Finance/CFO    Its:________________________

ATTEST:________________________    ATTEST:________________________
By:_____________________________    Its:________________________

______________________________
(CORPORATE SEAL)

Director of Department
EXHIBIT "A": SERVICES TO BE PROVIDED INSERT SCOPE OF WORK HERE
EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the SERVICE PROVIDER and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the COMMISSION. It shall be the responsibility of the SERVICE PROVIDER and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the SERVICE PROVIDER and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The SERVICE PROVIDER and its subcontractors shall furnish to the COMMISSION such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the COMMISSION as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the COMMISSION and that the carrier should have no less rating than A - X by A.M. Best and Company. COMMISSION reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the SERVICE PROVIDER and its subcontractors shall furnish the COMMISSION with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the COMMISSION in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the SERVICE PROVIDER shall immediately provide written notice to the COMMISSION upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for SERVICE PROVIDER and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the COMMISSION's office, ATTN: Procurement Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the SERVICE PROVIDER, the COMMISSION and its commissioners, officials, directors, officers, agents, and employees as Additional Insured’s with respect to the activities of the SERVICE PROVIDER and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be
increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The SERVICE PROVIDER and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the COMMISSION, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the SERVICE PROVIDER and its subcontractors and the Additional Insured’s against all claims arising from bodily injury, sickness, disease, or death of any person other than the SERVICE PROVIDER’s employees or damage to property of the COMMISSION or others arising out of the act or omission of the SERVICE PROVIDER or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the SERVICE PROVIDER and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the SERVICE PROVIDER and its subcontractors and the Additional Insured’s against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY: The insurance shall protect the SERVICE PROVIDER and its subcontractors against all claims under applicable state workers’ compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers’ compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers’ Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.