

November 3, 2020

Mr. Ricky Wilson City of Wilson

Dear Mr. Wilson:

Enclosed is a copy of Schedules A&B containing the pole prices estimated to be purchased by you during 2021. Prices are based on full truckloads, but sizes can be mixed. As you know, you are not party to the contract until the Acceptance Notice is executed and forwarded to my attention. Please either advise that you wish to reject these prices or return the Acceptance Notice to me by November 17, 2020.

The successful vendor for your PENTA poles is McFarland Cascade, PO Box 248, Whitmire, SC 29178. The contact person is Amber Favre, she can be reached at 870-325-7070, cell 228-352-0041or email <u>AFavre@stella-jones.com</u> or Brad Colburn at <u>bcolburn@stella-jones.com</u>, office 205-316-7372 cell 205-340-2803.

Thank you for continuing to work with other members in this joint pole purchasing opportunity and allowing me to obtain bids for you. Please feel free to contact me at 919-760-6293 or email me at cwilson@electricities.org, if you have any questions.

Sincerely,

Clarice C. Wilson, C.L.G.P.O.

Procurement Specialist

Mr. Win

Enclosures: Acceptance Notice

Schedules A & B

Bid tab

Pole Warranty

ACCEPTANCE NOTICE

City of Wilson

On October 23, 2020, ElectriCities of North Carolina, Inc. received cooperative bids for wood distribution poles required by each of the participating municipalities. This was carried out under the Municipal Cooperative Bid Agreement for Wood Distribution Poles executed by the City of Wilson and other participating municipalities in accordance with § 160A-460 et. Seq. of the General Statutes of North Carolina.

McFarland Cascade was selected as the lowest responsive and responsible bidder for your PENTA poles required by the City of Wilson at the prices shown on Schedules A&B attached.

The City of Wilson accepts the proposal submitted by McFarland Cascade and intends to purchase its pole requirements under this bid contract to expire on January 31, 2022. The city will issue purchase orders as needed, consistent with the bid documents, with McFarland Cascade when the Firm Price Purchase Agreement is executed.

Person Authorized to Execute

PENTA Pole Prices within 30 days Wilson Schedule A Stella Jones

Stolid Golido							
Size	Class	Qty	Unit Price	Subtotal	Freight per	F.O.B	Total
	,				Pole	Per Pole	1.
30	7			\$0.00		\$0.00	\$0.00
30	6			\$0.00		\$0.00	\$0.00
35	6			\$0.00		\$0.00	\$0.00
30	5	175	\$117.65	\$20,588.75	\$18.00	\$135.65	\$23,738.75
35	5	75	\$150.00	\$11,250.00	\$23.00	\$173.00	\$12,975.00
40	5			\$0.00		\$0.00	\$0.00
45	5	-		\$0.00	,	\$0.00	\$0.00
35	4	,		\$0.00		\$0.00	\$0.00
40	4			\$0.00		\$0.00	\$0.00
45	4			\$0.00		\$0.00	\$0.00
50	4			\$0.00		\$0.00	\$0.00
55	4			\$0.00		\$0.00	\$0.00
40	3	200	\$249.20	\$49,840.00	\$36.00	\$285.20	\$57,040.00
45	3	200	\$300.53	\$60,106.00	\$44.00	\$344.53	\$68,906.00
50	3			\$0.00		\$0.00	\$0.00
55	3			\$0.00		\$0.00	\$0.00
60	3			\$0.00		\$0.00	\$0.00
65	3			\$0.00		\$0.00	\$0.00
70	3			\$0.00		\$0.00	\$0.00
40	2			\$0.00		\$0.00	\$0.00
45	2			\$0.00		\$0.00	\$0.00
50	2	30	\$410.70	\$12,321.00	\$63.00	\$473.70	\$14,211.00
55	2	10	\$478.07	\$4,780.70	\$88.00	\$566.07	\$5,660.70
60	2			\$0.00		\$0.00	\$0.00
65	2	4	\$921.93	\$3,687.72	\$115.00	\$1,036.93	\$4,147.72
60	1	1		\$0.00		\$0.00	\$0.00
50	1			\$0.00		\$0.00	\$0.00
70	1			\$0.00		\$0.00	\$0.00
Totals		694		\$162,574.17	7		\$186,679.17

PENTA Pole Prices within 5 days Wilson Schedule B Stella Jones

			[-				
Size	Class	Qty	Unit Price	Subtotal	Freight per	F.O.B	Total
					Pole	Per Pole	
30	7			\$0.00		\$0.00	\$0.00
30	6			\$0.00		\$0.00	\$0.00
35	6			\$0.00		\$0.00	\$0.00
30	5	175	\$127.65	\$22,338.75	\$18.00	\$145.65	\$25,488.75
35	5	75	\$160.00	\$12,000.00	\$23.00	\$183.00	\$13,725.00
40	5	, ,		\$0.00		\$0.00	\$0.00
45	5			\$0.00		\$0.00	\$0.00
35	4	ï		\$0.00		\$0.00	\$0.00
40	. 4			\$0.00		\$0.00	\$0.00
45	4			\$0.00		\$0.00	\$0.00
50	4			\$0.00		\$0.00	\$0.00
55	4			\$0.00		\$0.00	\$0.00
40	3	200	\$259.20	\$51,840.00	\$36.00	\$295,20	\$59,040.00
. 45	3	200	\$310.53	\$62,106.00	\$44.00	\$354.53	\$70,906.00
50	. 3			\$0.00		\$0.00	\$0.00
55	3			\$0.00		\$0.00	\$0.00
60	. 3			\$0.00		\$0.00	\$0.00
65	3			\$0.00		\$0.00	\$0.00
70	3			\$0.00		\$0.00	\$0.00
40	2			\$0.00		\$0.00	\$0.00
45	2			\$0.00		\$0.00	\$0.00
50	2.	30	\$420.70	\$12,621.00	\$63.00	\$483.70	\$14,511.00
55	2	10	\$488.07	\$4,880.70	\$88.00	\$576.07	\$5,760.70
60	2			\$0.00		\$0.00	\$0.00
65	2	4	\$931.93	\$3,727.72	\$115.00	\$1,046.93	\$4,187.72
60	1			\$0.00		\$0.00	\$0.00
50	1			\$0.00		\$0.00	\$0.00
70	1			\$0.00		\$0.00	\$0.00
Totals	•	694		\$169,514.17			\$193,619.17

Utility Pole Bid October 23, 2020

\$186,679.17	\$191,286.00	Wilson
\$116,609.23	\$118,999.00	Statesville
\$2,813.00	\$3,180.00	Newton
\$65,714.08	\$68,005.00	Kings Mountain
\$17,121.03	\$17,430.00	Huntersville
\$60,511.32	\$60,377.00	Highpoint
McFarland Cascade	Koppers	City/Town



LIMITED QUALITY WARRANTY WHITEWOOD AND TREATMENT

Timber Products Inspection, Inc., (TP) will be responsible in the amount of three hundred fifty dollars (\$350.00) for any TP inspected pole that does not meet ElectriCities of NC Inc., pole specifications for white wood quality and preservative treatment (at time of inspection) for a period of ten (10) years from manufacturers' date branded on pole, subject to the terms and exclusions described below.

TERMS

- 1. The limited warranty provided herein shall apply only to poles that are "Qualified Poles."
- 2. "Qualified Poles" are defined as Poles that
 - a) are actually inspected by TP for whitewood quality and preservative treatment (including preservative penetration testing of each and every pole.)
 - b) are actually hammer branded by TP on both top and butt
 - c) at the time of any claim by ElectriCities of NC Inc., contain a legible TP hammer brand on both top and butt; and
 - at the time of any claim by ElectriCities of NC Inc., bears a legible manufacturers' date brand, being not more than 10 years from the date of any claim by ElectriCities of NC Inc.,
- 3. ElectriCities of NC Inc., agrees that TP will inspect all new poles purchased by ElectriCities of NC Inc., from the date of this agreement until written notice as to the contrary is delivered to TP.
- The maximum dollar amount of financial responsibility per pole by TP shall not exceed three hundred fifty dollars (\$350.00).
- 5. The ElectriCities of NC Inc., pole specifications shall be the specification in effect at the time of initial inspection by TP.
- 6. ElectriciCities of NC Inc., agrees to provide sufficient written documentation for each pole at the time of any claim.
- 7. At The time of any claim the pole shall be made available for inspection by TP for a period of sixty (60) days.

TP shall bear no financial responsibility for the following:

- A. Poles that are not "Qualified Poles" (as that term is defined above).
- B. Poles broken or damaged by Producer, ElectriCities of NC Inc., Contractor or any other.
- C. Poles not patently below grade at time of final inspection at producer's facility.
- D. Poles removed from service and reinstalled at a second location.
- E. Acts of nature including but not limited to ice, lightning and wind.
- F. Events out of TP'S control such as fire or accidental damage.
- G. Cost of removal from service or installation in excess of \$350.00.
- H. Freight cost.

TP PROVIDES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, OTHER THAN THOSE PROVIDED IN THIS LIMITED WARRANTY AGREEMENT.

ElectriCities of NC Inc.	Timber Products Inspection Inc.		
By: Clarice Wilson	By: Jad Cleare		
Title: Procurement Specialist	Title: Vice President, TP Technical Services		
Date: September 29, 2020	Date: 9/29/20		



9. Two (2) Copies of Completed Warranties.

See Schedule C and Warranties Attached



SCHEDULE C

Submit your completed inspection warranty to cover failure of a wooden utility pole due to poor treatment by pole manufacturer or failure of inspector to reject before it leaves the plant. Please show the number of years the inspection warranty will cover the inspection from the date of purchase of the pole and the amount the purchaser will be reimbursed for having to replace a pole prematurely.

a.	\$350.00	<u></u>		i e
	Amount inspection com	pany will reimburse pu	irchasing member mun	icipality if pole fail
	prematurely			
		•	• ,	
_	• •			

- b. 10 years
 Number of years warranty effective from date of purchase
- c. Attach completed and signed warranty.