

Joint Inspection Subcommittee Starter Toolkit

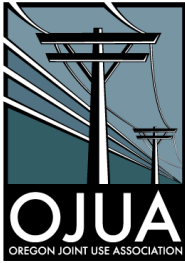
A publication of the Oregon Joint Use Association
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About This Toolkit

This toolkit was created with the intent of assisting parties that may be interested in beginning a joint inspection effort. The Joint Inspection Subcommittee developed this toolkit in cooperation with utilities that have launched a joint inspection effort. With their input and experience, we hope this toolkit will help shorten the learning curve and improve start-up efficiency.

There are several tools included in the packet:

- Joint Inspection Checklist - A list of topics that should be considered and discussed with all potential parties.
- Sample Agreements – A guideline of one potential form of agreement between parties. Includes sample letters, statement of work, and supplemental agreement.
- [OJUA Associate Member companies that provide Inspection Services](#)
- [Random Sampling Discussion: Clustered Approach](#) – White paper co-authored by Kawika Pierson, Terry Blanc, and Jerry Donovan, explaining how to measure and predict success and violation rates in inspections.
- Joint Inspection [Conditions Matrix](#) – The most common joint use NESC conditions found during detailed inspections and their corresponding OJUA coding options. Interactive dropdown list available as an excel spreadsheet upon request.
- [Joint Inspection Best Practices Guide](#) – A training guide with several examples of the conditions listed on the Joint Inspection Conditions Matrix and suggested correction practices.
- [OJUA Condition Coding](#) and [Inspection Form](#) – The comprehensive list of codes developed by the OJUA for communicating conditions found during detailed inspections.
- Links to other helpful resources – maps, etc.
 - [Grandfathering Matrix](#)
 - [Climbing Space](#)
 - [Standards Trifold](#)
 - [Joint Use Dispute Resolution Process](#)
 - [What's An Attachment?](#)
 - [OJUA Oregon Utility Mapping Project](#)
 - To add or update mapping data, follow instructions [here](#).



Joint Inspection Discussion Topic Checklist

Scope of Project

- Timeline
- Geographic area / Total number and type of facilities
 - Communication only pole inspections
 - UG padmounts
- Inspection criteria to be used
 - Grandfathering / Exceptions
 - Code vs. Standards
 - Assigning corrective actions
- Services in addition to detail inspection
 - Party-specific needs for data collection (asset tags, photos, equip and/or licensee inventory, etc.)
 - Test & Treat
 - Minor maintenance (pole tagging, guy guards, etc.)
 - Application for attachments that aren't permitted (bootleg attachments)
 - Corrections

Labor Resources

- Contractor sourcing (if needed)

Data Management

- How data will be collected
 - Contractor-owned vs. Company-owned hardware/software
- Frequency and format of data transmittals
 - Communicating conditions to parties not participating in the joint inspection effort
- Pole location information (Facility IDs, GPS, Addresses, etc.)
- Condition language (OJUA Codes, NESC references, etc.)
- Resolving pole ownership discrepancies
- Asset updates (Pole numbering, mapping, NIFs, new poles, etc.)
- Data parties will provide up front and description of formats available

Quality Assurance

- Criteria
 - What constitutes pass vs. fail?
- Who will perform

Reports and Billing

- Inspection progress
- Invoicing

Agreement, Cost & Other

- Division of costs
 - Start-up costs (technology development, administrative support, etc.)
 - On-going administrative costs
- Agreement (Contract, Addendum, Letter, Verbal)
 - Sanctions
- Impacts to existing programs (future cycles)
- Central contact for each party

Sample Letter 1

Date

Person A

JOINT INSPECTION PARTNER COMPANY

RE: Agreement for joint inspection of poles within Springfield Utility Board service area

Dear Person A:

We appreciate PARTNER COMPANY'S willingness to participate in this joint effort to inspect and correct poles to NESC requirements. The detailed inspection of our territory is expected to be completed by the end of 2020.

Initiating Company shall provide an Excel spreadsheet, as discussed, with violation and inspection records. Inspection records shall include the following data:

- INITIATING COMPANY pole number
- Partner Company pole number (when available)
- Inspection date
- Address
- Latitude
- Longitude
- Compliance status (yes or no)

Violation records shall include the inspection record data along with:

- Suggested action
- Equipment 1
- Equipment 2
- Deviation
- Comments

OJUA codes shall be used where applicable. There is also a place for violation correction information to be documented in the same Excel spreadsheet. These fields include:

- Action taken
- Activity by
- Activity date
- Status

Reporting shall be quarterly and the Excel spreadsheets shall be provided to you via e-mail. Violation correction reporting back to INITIATING COMPANY shall be accomplished by filling out the aforementioned violation correction fields and returning the Excel file via e-mail to INITIATING COMPANY representative.

INITIATING COMPANY will not inspect poles or facilities where no power is attached. INITIATING COMPANY will be inspecting PARTNER COMPANY poles that have power attached. INITIATING COMPANY will regard these poles as our own for the purposes of this inspection process.

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A list of highest attachment height for each attachee will be provided in a separate spreadsheet at the same time as the inspection results.

Pricing for the inspection, as discussed, will be \$X per pole that PARTNER COMPANY is attached to. An invoice will be generated along with the quarterly reporting of inspection results. For subsequent years the price will be based on the inspection costs per pole of the previous year.

If you are agreeable to this arrangement, please sign and date a copy of this letter and return it to me. Feel free to call or e-mail me if you have questions about this offer.

Sincerely,
INITIATING COMPANY Representative

Sample Letter 2

Date

Person A

PARTNER COMPANY

RE: Agreement for joint inspection of poles within INITIATING COMPANY service area

Dear Person A:

We appreciate PARTNER COMPANY's willingness to participate in this joint effort to inspect and correct poles to NESC requirements. The detailed inspection of our territory is expected to be completed by the end of 2020.

INITIATING COMPANY shall provide an Excel spreadsheet, as discussed, with violation and inspection records. Inspection records shall include the following data:

- INITIATING COMPANY pole number
- Inspection date
- Address
- Latitude
- Longitude
- Compliance status (yes or no)

Violation records shall include the inspection record data along with:

- Suggested action
- Equipment 1
- Equipment 2
- Deviation
- Comments

OJUA codes shall be used where applicable. There is also a place for violation correction information to be documented in the same Excel spreadsheet. These fields include:

- Action taken
- Activity by
- Activity date
- Status

Reporting shall be quarterly and the Excel spreadsheets shall be provided to you via e-mail. Violation correction reporting back to INITIATING COMPANY shall be accomplished by filling out the aforementioned violation correction fields and returning the Excel file via e-mail to INITIATING COMPANY.

INITIATING COMPANY will not inspect poles or facilities where no power is attached. INITIATING COMPANY will be inspecting PARTNER COMPANY poles that have power attached. SUB will regard these poles as our own for the purposes of this inspection process.

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Pricing for the inspection, as discussed, will be \$X per pole that PARTNER COMPANY is attached to. An invoice will be generated along with the quarterly reporting of inspection results. For subsequent years the price shall be based on the inspection costs per pole of the previous year.

If you are agreeable to this arrangement, please sign and date a copy of this letter and return it to me. Feel free to call or e-mail me if you have questions about this offer.

Sincerely,
INITIATING COMPANY

STATEMENT OF WORK AND AGREEMENT

This Statement of Work and Agreement (“SOW”) is effective on the date of the last signature below (the “Effective Date”) and is entered into by and between **Power Company / Pole Owner** (“___”), an Oregon corporation, and _____ (“Licensee”), a _____. Power Company/Pole Owner and the Licensee are referred to individually as a “Party” and collectively as “Parties.”

[NOTE: CHANGE AS APPROPRIATE FOR POLE OWNERS] WHEREAS, **Power Company / Pole Owner** (“___”) and Licensee are parties to an agreement that by its terms grants Licensee the non-exclusive right to attach and maintain overhead facilities (as defined in 2.a. below) on Power company/Pole Owner infrastructure; and

WHEREAS, pursuant to Oregon Administrative Rules (the “OARs”), and specifically OAR 860-024-0011, each Party has an obligation to conduct detailed inspections of its overhead facilities to identify and correct violations of the National Electrical Safety Code (“NESC”) as modified or supplemented by OAR chapter 860, division 024; and

WHEREAS, the Parties desire to take an integrated and cooperative approach to fulfilling their respective inspection obligations under the OARs through a joint inspection program; and

WHEREAS, the Parties hereto desire to identify, in writing, each Party’s responsibilities related to this cooperative effort for joint inspections of overhead facilities, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM. This SOW is effective on the Effective Date noted above and expires on Month day, year (hereafter, the “Term”). On or before the expiration of this SOW, the Parties may enter into a new agreement that covers the responsibilities of the Parties related to joint inspections for the YEAR calendar year.

2. POWER COMPANY/POLE OWNER’S ROLES AND RESPONSIBILITIES.

a. **Power Company / Pole Owner** (“___”) shall be responsible for overseeing and conducting joint inspections (hereafter “Inspections”)¹ on behalf of itself and Licensee to identify and, to the extent appropriate, make corrections, consistent with those identified in paragraph 2d, related to probable violations of the NESC (as modified or supplemented by OAR Chapter 860, Division 024) on overhead facilities involving clearances, climbing space, grounding, and safety hazards that can be identified by a visual inspection. For purposes of this SOW, “overhead facilities” includes power lines or electrical supply lines, telegraph, telephone, signal or communications lines and the associated plant, systems, supporting and containing structures, equipment, apparatus or appurtenances located above-ground, most typically on utility poles. For the purposes of this SOW, “Inspections” do not include or involve sounding, boring, testing or treating wood poles, nor does it including inspecting underground facilities.

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b. Inspections will identify the following listed conditions, observed to exist on overhead facilities on which **Power Company / Pole Owner** (“___”) and/or the Licensee are attached (defined as the “Identify-only Items”), which will each be captured, per pole, in an inspection report:

1. Missing pole tag(s)
2. Climbing space impaired
3. Pole step(s) and conduit bracket(s) not in compliance
4. Split or decayed pole top
5. Woodpecker damage or other mechanical damage
6. Cross arm damaged, rotten or split
7. Broken or missing ground wire or rod
8. Impaired clearance(s) between communications cables will be noted when two communication cables are touching or crossed below the other at mid-span.
9. Damaged conduit
10. Ground rod sticking above ground level
11. Cable off support arm
12. Impaired clearance(s) of power or communications line(s) to ground, structure(s), or pole(s)
13. Equipment and conductor ground missing
14. Impaired clearance between communications and power and communications and street light at the pole
15. Impaired clearance(s) between power and communications line(s) at mid span
16. Pole ground or wire not attached to pole as required by NESC
17. Primary conductor(s) within five feet of tree(s). Secondary conductor(s) or communication facilities rubbing tree(s)
18. Broken guy, an up rooted anchor, and any abandoned anchor
19. Traffic or other metal sign(s), bird house, basketball hoop, or satellite dish found on a pole
20. Abandoned or idle equipment and conductor(s)
21. Facilities not bonded to a vertical power ground
22. Service drop clearance above the ground or between other service drops
23. Any Unauthorized attachment(s) (to the extent Licensee has provided accurate Licensee attachment permit data to **Power Company / Pole Owner** (“___”) in advance of such inspection)
24. Permitted but not on pole; Dependent on accurate attachment permit data provided by Licensee to **Power Company / Pole Owner** (“___”) in advance of such inspection).
25. Any missing pole that is NIF²
26. Any pole that is NOM³
27. Double Poles, including whether any transfers are required prior to removal (as specified below)
28. Unsafe guy tail(s)

c. **Power Company / Pole Owner** (“___”) shall conduct Inspections in accordance with the “Joint Inspection Specifications” attached as Exhibit A to this SOW. To the extent **Power Company / Pole Owner** (“___”) elects, in its sole discretion, to utilize a third-party contractor to

² Not In Field (“NIF”) - In the course of each Inspection, there are likely to be situations in which a pole that is listed in Licensee’s database is not in the field.

³Not On Map (“NOM”) - In the course of each Inspection, there are likely to be situations in which a pole that is in the field is not in the database, or on a map.

perform Inspections, **Power Company / Pole Owner** (“___”) retains the right to select the contractor(s) of its choice and agrees to manage any such contract entered into with said contractor to perform the Inspections. Notwithstanding the preceding sentences in this paragraph, each Party will remain solely responsible for the design and implementation of its own quality control (“QC”) and quality assurances (“QA”) associated with the Inspections performed by **Power Company / Pole Owner** (“___”) or its contractor. To the extent Licensee’s QC or QA program identifies any issue(s) or concern(s) with one or more Inspections performed under this SOW, Licensee shall promptly communicate such issue(s) and/or concern(s) to **Power Company / Pole Owner** (“___”) in writing, so that such can be addressed by **Power Company / Pole Owner** (“___”) with the contractor and/or those individuals who performed the Inspection(s). At a minimum, any issue(s) and/or concern(s) reported by Licensee must include as much detail as is known or available to Licensee, including but not limited to a map, pole number(s), address(s) or intersection near the pole(s), city/county in which such pole(s) is/are located, and a description of the issue(s) and/or concern(s) identified through the Licensee’s QC and/or QA process. ALL SERVICES ARE PROVIDED “AS IS.” NEITHER **Power Company / Pole Owner** (“___”) (NOR ITS CONTRACTORS) MAKES, HAS MADE OR SHALL BE DEEMED TO MAKE OR HAVE MADE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY SERVICES TO BE PROVIDED HEREUNDER, WITHOUT LIMITATION, ANY WARRANTY AS TO COMPLIANCE WITH SPECIFICATIONS, WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION.

d. **Power Company / Pole Owner** (“___”) and Licensee agree that **Power Company / Pole Owner** (“???”) (or its contractor) shall also complete the following two types of corrective actions on Licensee’s overhead facilities, where appropriate and at the time of Inspection of such overhead facilities (hereafter “Corrective Actions”):

1. Install guy marker(s)
2. Install or replace pole tag(s)

3. LOCATION OF INSPECTIONS. During the Term of this SOW, **Power Company / Pole Owner** (“___”) shall conduct Inspections in map grids XX, XX, and XX, within **Power Company / Pole Owner** (“___”) service territory, in accordance with the **Power Company / Pole Owner** (“???”) 10-Year Overhead Inspection Program.

4. INSPECTION REPORT. On a monthly basis, **Power Company / Pole Owner** (“___”) shall provide Licensee with an inspection report in an electronic, _____ format that details the Inspections conducted by **Power Company / Pole Owner** (“___”) on behalf of itself and Licensee for the previous month. The inspection report will specifically identify (by Map Grid, Pole number and/or other identifier) any overhead facilities found to contain the Identify-only Items (listed in Section 2.b.) as well as any overhead facilities on which **Power Company / Pole Owner** (“___”) has remedied a probable violation by performing one or more of the Corrective Actions (listed in Section 2.d.). In compiling its lists of probable violations, **Power Company / Pole Owner** (“___”) will strive to be consistent with standards and the coding system set out by the Oregon Joint Use Association.

5. LICENSEE’S ROLES AND RESPONSIBILITIES. Licensee shall do the following with regard to joint inspections:

Licensee	Determine Licensee’s overhead facilities to be inspected within the location of Inspections as noted in Section 3.
Licensee	Within five (5) business days after the start of the Term, provide Power Company / Pole Owner (“___”) with a current and useable export of applicable shapefiles for purposes of mapping Licensee’s facilities intended for inspection, by email or other electronic means, for the location of Inspections.
Licensee	Within five (5) business days after the start of the Term, provide Power Company / Pole Owner (“___”) with a current and useable export of pole attribute data by email or other electronic means, including a record of permitted licensee attachments (as applicable).
Licensee	Ensure that Power Company / Pole Owner (“___”) has the right to access all overhead facilities, including providing keys and reasonable assistance as necessary for access to Licensee’s facilities.
Licensee	Within five (5) business days after the start of the Term, provide specific details to Power Company / Pole Owner (“___”) of any inspection criteria that is inconsistent with the latest version of the NESC or OARs.
Licensee	Pay invoices in accordance with this SOW.
Licensee	Within ninety (90) days following receipt of an inspection report, Licensee shall update its own database to remove any poles that were NOT found to exist in the field and were, therefore, identified on the report as a “NIF”.
Licensee	Within ninety (90) days following receipt of an inspection report, Licensee shall update its own database and map(s) to accurately reflect the existence of any poles actually found to exist in the field, that were, therefore, identified on the report as a “NOM”.

6. INVOICING AND PRICING. *Power Company / Pole Owner* (“___”) shall invoice Licensee on a monthly basis for Inspections conducted during the previous month, and Licensee shall pay such invoices within thirty (30) calendar days of receipt of such Invoice. Invoices will be based upon the following unit pricing:

Price Schedule	
Billing Period - Year	
Billing Item	Rate
Visual Pole Inspection	\$ 00.00
Pole Not Found In Field (NIF)	\$ 0.00
Guy Marker Installed	\$ 00.00
Pole Tag Installed/Replaced	\$ 0.00
Share of Joint Insp. Admin*	\$TBD/mo*.
Share of Annual Ramp-up Cost**	\$TBD/mo**.

*Based on an estimated volume of X,XXX Licensee-attached poles, Licensee’s share of the Joint Inspection administration for Year is XX% of \$\$\$\$\$\$. Licensee’s share of Joint Inspection Administrative costs shall be divided into XXX (#) payments of \$XXXX, with the first payment for these costs appearing on the Month Year invoice and then on each month’s invoice thereafter.

**Based on an estimated volume of X,XXX Licensee-attached poles, Licensee’s share of the Ramp-Up Costs for Year is XX% of \$\$\$\$\$\$, divided into XXX (#) payments of \$XXXX, with the first payment for these costs appearing on the Month Year invoice and then on each month’s invoice thereafter.

7. Invoice True-up. Once *Power Company / Pole Owner* (“___”) has completed the Inspections identified in Section 3 during the Term, *Power Company / Pole Owner* (“___”) shall review actual incurred inspection costs as compared to costs invoiced to Licensee (hereafter, the “True-Up”). Should a discrepancy exist between actual and invoiced costs, as determined by *Power Company / Pole Owner* (“___”) in its sole discretion, *Power Company / Pole Owner* (“___”) shall either reimburse Licensee for any overpayment or invoice Licensee for any underpayment. The True-Up review may include all costs associated with Inspections, including costs for Identify-only Items Corrective Actions performed during Inspections and Joint Inspection Administrative and Ramp-Up Costs identified in the Price Schedule above.

8. Notices. All notices permitted or required to be given under this SOW shall be in writing and shall be deemed given: (i) if delivered by courier, on receipt by the intended recipient or on the date of delivery (as confirmed by the records of such courier), (ii) if mailed, on the date of delivery as shown by the return receipt (iii) if by email, on the date officially recorded as delivered, according to return receipt or other record of delivery. Notices must be sent to the addresses set forth below, or to such other address(es) as a party may from time to time specify by notice pursuant hereto:

LICENSEE’S AUTHORIZED REPRESENTATIVE

Name:
Address:
Office:
Cell:
e-mail:

Power Company / Pole Owner (“???”) PROJECT MANAGER

Name:
Address:
Cell:
e-mail:

9. MISCELLANEOUS PROVISIONS:

a. **Indemnification.** Licensee shall indemnify, defend and hold harmless **Power Company / Pole Owner (“__”)** and its affiliated companies and their directors, officers, employees and agents (hereinafter collectively “Indemnitees”) from any and all claims, demands, suits, losses, costs, expenses, liens, encumbrances, liabilities, governmental fines and penalties and damages of every kind and description, including attorneys’ fees, whether incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or application), or otherwise, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Licensee and any third parties retained by Licensee in connection with the Agreement and their respective employees, directors, officers, subcontractors, or agents in the performance or nonperformance of Licensee’s obligations under the SOW. Licensee’s indemnity obligation under this section shall not extend to any liability to the extent caused by the contributory negligence of any of the Indemnitees.

b. **Force Majeure.** As used in this SOW, an event of “Force Majeure” shall mean an event that prevents the affected party from performing its obligations under this SOW and is unforeseeable and beyond the reasonable control of the affected party. In no instance will the following be considered events beyond a party’s reasonable control: (i) strikes or labor disturbances involving the employees of the affected party or its subcontractors; (ii) price fluctuations; (iii) economic hardship; (iv) normal climatic conditions; or (v) any failure of any equipment or materials provided by the affected party or any subcontractor. Neither party shall be liable for delays due to an event of Force Majeure. The party incurring the delay shall within seven (7) calendar days from the beginning of the delay, notify the other party in writing of the causes of the delay and its probable extent. In the event of any such delay, the required completion date may

be extended by a reasonable period not exceeding the time actually lost by reason of the delay.

c. **Amendments.** Changes consisting of additions, deletions or other revisions will be accomplished by a written agreement between **Power Company / Pole Owner** (“___”) and Licensee to amend this SOW.

d. **Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS SOW, OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM A PARTY’S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

e. **Limitation of Liability and Cap on Damages.** IN NO EVENT SHALL EITHER PARTY’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED _____ THOUSAND DOLLARS . THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY’S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

f. **Nonwaiver.** No waiver of the nonperformance or violation of any term or condition of this SOW should be construed to be or operate as a waiver of any subsequent nonperformance or violation.

g. **No Third Party Beneficiaries.** The SOW is intended solely for the benefit of the Parties hereto. Nothing in the SOW shall be construed to create any liability to or any benefit for any person not a party to this SOW.

h. **Severability.** If any provision of this SOW is, for any reason, held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this SOW should be construed to give effect as nearly as possible to the intent of the parties. The Parties agree to work together to replace such invalid, illegal or unenforceable provision as promptly as possible with a provision that is valid, legal and enforceable.

i. **Compliance with Laws.** **Power Company / Pole Owner** (“___”) and Licensee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances.

j. **Controlling Law and Venue.** THIS SOW SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. LICENSEE IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THIS SOW AND WAIVES ANY OBJECTION THAT LICENSEE MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.

k. **Entire Agreement.** This SOW, exhibits, amendments, change orders or other documents referenced in or expressly related to this SOW constitute the complete agreement between **Power Company / Pole Owner** (“___”) and Licensee and supersede all prior negotiations, representations or agreements, whether oral or written, related to joint inspections of overhead facilities. No Licensee terms and conditions, whether pre-printed or otherwise, shall apply to or be a part of the SOW, unless expressly incorporated by reference.

l. **Counterpart.** This SOW may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this SOW electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Supplement.

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m. **Headings.** The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this SOW.

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their duly-authorized representatives on the date specified below.

Power Company / Pole Owner (“___”)

“Licensee”

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
JOINT INSPECTION SPECIFICATIONS

Supplemental Agreement

SUPPLEMENTAL AGREEMENT No. ## TO THE FACILITIES ATTACHMENT AGREEMENT BETWEEN POWER COMPANY/POLE OWNER [NAME HERE] AND LICENSEE [NAME HERE]

This Supplemental Agreement No. ___ to the [Joint Use Agreement] (the "**Supplement** ___") is entered into this ___ day of _____, Year (the "**Effective Date**"), between **Licensee** _____ ("???"), having a business address at _____ ("???"), and **Power Company/Pole Owner**, an Oregon corporation, having its principal place of business at Address _____ ("???"), and together with **Licensee** _____, the "**Parties**", and each, a "**Party**".

WHEREAS, the Parties have entered into that certain Joint Use Agreement, dated _____, an effective date of _____ the "**Existing Agreement**"; and

WHEREAS, the Parties hereto desire to temporarily supplement, or in some instances temporarily supersede, certain of the terms and conditions of the Existing Agreement for purposes of accommodating the Parties' desires to conduct a Joint Inspection Pilot Project over a 12-month period, and on the terms and subject to the conditions set forth herein; and

WHEREAS, pursuant to Section 26.1(b)6 and Section 32.3., of the Existing Agreement, the changes contemplated herein by the Parties must be contained in a written agreement and signed by an authorized representative of each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The Parties are entering into this Supplement to reflect their intention to participate in the Joint Inspection Pilot Project and to bear shared costs associated with the inspection and minor repairs, to work collaboratively towards the ultimate goal of reducing costs around regular mandated inspections and repairs whilst not subsidizing either company's operational expenses.

(a) Definitions

Joint Inspection Pilot Project (Pilot): An inspection process that was developed through the efforts of the Oregon Joint Use Association's (OJUA) Inspection and Correction Efficiencies (ICE) committee and promotes the merits of an integrated approach toward fulfilling participating pole owners' and Occupants' collective inspection obligations, and some limited correction activities, for a short duration of time. The Pilot envisions a single entity performing inspections and limited corrections on behalf of all Pilot participants that satisfy the requirements set forth by the Public Utility Commission of Oregon (OPUC) in Oregon Administrative Rule **860-024-0011**.

Occupant: Any licensee, government entity, or other entity that constructs, operates, or maintains attachments on poles or within conduits; for purposes of this agreement only.

(b) Article [not sure where makes sense] of the Existing Agreement is hereby amended by inserting: Section [??] Joint Inspection Fees. Fees for participating in the Pilot shall be in

accordance with Exhibit __ (Rate Sheet) which may be amended from time to time, as mutually agreed to by the parties.

1. Date of Effectiveness; Limited Effect. Upon execution of this Supplement __, it will be deemed effective as of the date first written above (the "**Effective Date**"). Except as expressly provided in this Supplement __, all of the terms and conditions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the supplemental language and changes contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import shall be interpreted as a reference to the Existing Agreement as supplemented or changed by this Supplement __, but only for the duration of this Supplement __.

2. Term.

This Supplement __ shall be in effect for a period of no more than __ years / months from its Effective Date, unless agreed otherwise and reduced to writing by the Parties.

3. Reporting. Power Company/Pole Owner will make commercially reasonable efforts to provide electronic copies of any reports associated with the Pilot to the Frontier at the end of every month.

4. Quality Control and Quality Assurance. To the extent **Power Company/Pole Owner** chooses, in its sole discretion, to utilize a third-party contractor to perform one or more of its duties under the Pilot, **Power Company/Pole Owner** retains the right to select the contractor(s) of its choice and agrees to manage any contract with those who are contracted to perform the inspection activities associated with the Pilot. With regard to Quality Control and Quality Assurance, each Party will be solely responsible for the design and implementation of its own programs for purposes of Quality Control (QC) and Quality Assurance (QA) associated with the inspection activities performed under the Pilot by **Power Company/Pole Owner** or its contractor. To the extent **Licensee's** QC and/or QA programs identify issues or concerns with the inspections activities performed under the Pilot, **Licensee** shall have the obligation to promptly communicate such issues and/or concerns to **Power Company/Pole Owner** in writing, so that such concerns can be addressed with those performing the inspections activities. At a minimum, **Licensee's** reported issues and concerns shall include as much detail as is known or available to Frontier, including but not limited to maps, pole numbers, address or intersection near the pole(s), and city/county in which such pole(s) is/are located.

5. Regular Participant Meetings. It is understood that all participants of the Joint Inspection Pilot will meet once a week for the first two months of the program's initiation and then a minimum of once a month until conclusion of the Pilot, unless otherwise agreed upon by all participating entities in the Pilot. In furtherance of that objective, **Licensee** agrees to ensure that it has at least

one representative in attendance at each of the scheduled Pilot participant meetings throughout the duration of this Supplement __.

6. Location and Inspection Scope. ***Article II 2.1 may need to be addressed here*** The area in **Power Company/Pole Owner's** service territory that is subject to the Pilot during the term of this Supplement __ has been dictated by, and will be performed concurrently with, **Power Company/Pole Owner's** schedule. The Parties anticipate that during the term of this Supplement __ the Pilot will include inspections of approximately XX,XXX number of poles. **Licensee** has provided to **Power Company/Pole Owner** its inspection criteria, attached hereto as Exhibit __ and incorporated by reference. **Licensee** understands and agrees that Exhibit __ will be relied upon by **Power Company/Pole Owner** in establishing the scope for inspecting **Licensee's** Attachments on **Power Company/Pole Owner's** poles and on those poles owned by other pole owner _____ or **Licensee** to which **Power Company/Pole Owner** facilities are attached. Any changes to the **Licensee** inspection criteria shall be mutually agreed to by all pilot participants prior to implementing any of the said changes.

7. Cost Allocation. The methodology for determining the allocation of costs between the Parties as a result of **Licensee's** participation in the Pilot, is reflected in Exhibit __, Rate Sheet, which is attached hereto and incorporated by reference. The basis of the methodology is the percentage of overall cost attributable to **Licensee**, and takes into account the initial inspection criteria supplied by **Licensee** in Exhibit __ for the inspection of its Attachments within the scope of the Pilot. It is understood and agreed to by **Licensee** that to the extent inspection criteria increase in number or complexity, based on industry standards, OPUC rules or other criteria as may be determined by **Power Company/Pole Owner** in its sole discretion to be appropriate, so too shall **Licensee's** share of the costs increase. Any increased cost shall be reflected in a complexity factor to be applied to the base inspection costs. **Licensee** will only be responsible for inspection costs on poles to which they are attached. It is also understood that **Power Company/Pole Owner** will incur additional administrative costs related to the incremental increase in work associated with conducting and managing the Pilot, and **Licensee** agrees to assume financial responsibility for its allocated share of the costs incurred by **Power Company/Pole Owner** under this Pilot.

8. Test and Treat. All Test and Treat activity costs shall be the responsibility of the pole owner. Unless **Licensee** becomes the owner of a pole which is subject to Test and Treat activities under the Pilot, **Licensee** not expected to pay for Test and Treat costs during the term of this Supplement __.

9. Routine Maintenance and Repairs. [In addition to the costs discussed above] **Licensee** will also be responsible for the cost of any repairs completed by **Power Company/Pole Owner** or its contractor under the Pilot, which costs may include but are not limited to: replacing guy markers, replacing ground molding, replacing bad tags, driving ground rods, and/or clipping guy tails. To the extent these types of repairs are performed on behalf of **Licensee** as part of the Pilot, such repairs and the associated charges will be itemized and charged to **Licensee** by **Power Company/Pole Owner**. **Licensee** is expected to pay such invoices within 45 days after receipt.

10. Non-routine Maintenance and Repairs. The rate for performing any additional services requested by **Licensee** as part of the Pilot, that are outside of what is considered routine maintenance and repairs as outlined in section 9., shall be negotiated in good faith and will be itemized and included in an invoice to **Licensee** from _____.
11. Invoicing. **Power Company/Pole Owner** will compile and invoice **Licensee**, on at least a monthly basis, for its share of the costs incurred under the Pilot.
12. Mid-Project True-up. Six months into the Pilot, **Power Company/Pole Owner** will conduct a true-up of actual incurred costs as compared to invoiced costs, and will provide to **Licensee** either a reimbursement for any over collection of costs or an invoice for any under collection of costs.

13. Licensee Notice:

Invoices to:

Attn:

Address:

City, state zip

Reports:

Attn:

Address:

City, state zip

Rates:

Attn:

Address:

City, state zip

14. Termination.

(a) **Licensee** will provide **Power Company/Pole Owner** Sixty (60) days' notice of its intent to terminate this Supplement __. At the end of the 60-day notice period, **Power Company/Pole Owner** will discontinue its obligations to perform inspections and repairs for Licensee under the Pilot. Thereafter, the Parties obligations with respect to inspections and repairs shall be performed in accordance with the terms and conditions of the Existing Agreement; provided, however, that any outstanding obligations to make payments to **Power Company/Pole Owner** under this Supplement __ shall survive, until such time as the payment obligations to **Power Company/Pole Owner** are satisfied.

15. Miscellaneous.

(a) This Supplement __ is governed by, and construed in accordance with, the laws of the State of Oregon, without regard to the conflict of law provisions of such State.

(b) This Supplement __ shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.

(c) The headings in this Supplement __ are for reference only and do not affect the interpretation of this Supplement __.

(d) This Supplement __ may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Supplement __ electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Supplement __.

(e) The rights and obligations set forth herein in Section __ of this Supplement __ shall survive the expiration or termination of this Supplement __ and remain in full force and effect until all of **Licensee's** obligations, herein, are satisfied.

(f) Each Party shall pay its own costs and expenses in connection with this Supplement __ (including the fees and expenses of its advisors, accountants and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Supplement __ as of the date first written above.

LICENSEE

By_____

Name:

Title:

Power Company/Pole Owner

By_____

Name:

Title:

OJUA Associate Members Offering Inspection Services

- **Alden:** Ashley Little, alittle@aldensys.com, 205-978-2430
- **C-2 Utility Contractor:** Jason Saunders, jason.saunders@c-2utility.com
541-741-2211
- **Davey Resource Group:** Ian Scott, ian.scott@davey.com, 206-714-3147
- **Estrada Consultants:** Alex Estrada, aestrada@bendcable.com, 541-548-5422
- **Finley Engineering:** Mark Ogle, m.ogle@fecinc.com, 503-992-3252
- **K&B Engineering:** Mark Gubrud, mark_gubrud@kbmail.net, 503-650-6041
- **National Wood Treating Co.:** Guy Helsing, guy@nwtco.net, 541-928-5005
- **Oregon Aerial Construction:** Kaileen Barly, kaileen@oregonaerial.com
503-816-5112
- **Osмосe:** Josh Griebing, jgriebing@osmosе.com, 702-308-8691
- **Pacific Pole Inspection:** Josh Peonio, jpeonio@pacificpoleinspection.com
360-747-2525
- **Paul Dix Consulting, Inc.:** Paul Dix, paul@pauldixconsulting.com, 541-728-8003

Random Sampling Discussion – Clustered Approach

By Kawika Pierson
Terry Blanc & Jerry Donovan, editors

The first step in a random sampling procedure is to set your desired sample size. The size of the sample can be driven by budgetary or operational reality; it does not need to be driven by the size of the population. Several hundred poles over the entire course of a project or program and as few as 30 sample poles out of a population of 1,000 poles will often be sufficient, as long as those poles are representative of the population.

In order to balance the cost of inspections with the desire for statistical power, I advise that you follow a clustered random sampling approach. The clusters can be geographic areas that are created either out of existing divisions or through a new effort to break the population of poles down into groups that could easily be surveyed by one team in one day.

Next, you randomly sample these geographic areas. The random sampling here can be accomplished using any sufficiently random method, whether you prefer choosing slips of paper out of a bowl or assigning random numbers in excel and selecting the lowest. If you want to guarantee that rural, urban, and suburban areas are all represented you could do this random sampling once for each set of geographic areas. *Example:*

If you have created the areas based on each area being easily covered by one team in one day then you should observe all of the poles in each of the geographic areas. This will then constitute your sample. If instead, each of the geographic areas contains too many poles for one team to sample in one day, you can repeat the random sampling process within each of the geographic areas. Randomly choose an appropriate number of poles from each of the selected area such that each team will be able to complete its survey in a reasonable length of time.

It is vitally important that this process document both the number of violations detected by the inspectors and the total number of poles (or analogously the total potential violations) that were in the sample. This will enable you to develop easy to understand metrics such as violations per 100 poles that can be tracked over time to assess the inspection program.