



AGENDA

QLife Regular Board Meeting

Thursday, February 27, 2020 | 12:00 pm

Wasco County Courthouse, 511 Washington Street, The Dalles, Oregon

Deschutes Room – BO8

- 12:00 Call to Order
- 12:00 Approval of Agenda
- 12:00 **Consent Agenda** (*items of a routine nature: minutes, documents, items previously discussed*)
 - **January 23, 2020 Minutes**
- 12:05 **Discussion Items**
 - **City of Ammon Video**
 - **City of Ammon, ID Fiber Optic Local Improvement Project**
 - o **Skype call with Bruce Patterson, Technology Director of Ammon**
 - **CGCC 2020-21 Scholarship Donation**– *Stephanie Krell*
 - **Aristo Technical Management Report** – *John Amery*
- 12:50 **Action Items**
 - **Resolution 20-002 – Revising Service Rates and Fees**
- 1:00 **Finance**
 - **Financial Report, Analysis and Reconciliation**- *Mike Middleton*
 - **Budget Hearing**
 - o **Resolution 20-003 – Adjusting Budget in Maupin Fund**
- 1:10 **Lone Pine Update** – *Dan McNeely*
- 1:15 **Executive Session (2)(m)(D) & (E) Discuss information regarding security of telecom systems and data transmission; (2)(g) Competitive trade or commerce negotiations**

Old/New Business

Next Board Meeting Date: Thursday, March 26, 2020 | 12:00 PM

Adjourn

**Agenda subject to change*

**Executive Session held as needed*

An executive session may, in the discretion of the presiding officer, be called based on one or more of the following: ORS 192.660 (2)(a) Consider employment issues; (2)(e) Real property' (2)(f) Consider exempt records or information; (2)(g) Competitive trade or commerce negotiations; (2)(h) Consult with counsel re litigation; (2)(m)(D) & (E) Discuss information regarding security of telecom systems and data transmission.



Consent Agenda

- [January 23, 2020 Minutes](#)



MINUTES

QLife Regular Board Meeting
Thursday, January 23, 2020
511 Washington St, Deschutes Conference Room

Call to Order President Hege opened the meeting at 12:05 PM. He introduced Josiah Weinman who said that his is working but going back to Columbia Gorge Community College for the winter term. He said it is a very solid program and is inspiring him to go further. He stated that he is motivated to go to school and start a career.

Roll Call Scott Hege, Rod Runyon, Dale Lepper, Darcy Long-Curtis, John Amery, Tom McGowan, Tyler Stone, Matthew Klebes, Kathy Clark, Mike Middleton, Dan McNeely (via Skype).

Changes to the Agenda

There are no changes to the agenda.

[[Ms. Long-Curtis moved to approve the agenda. Mr. Lepper seconded the motion, which passed unanimously.]]

Approval of the Consent Agenda

[[Ms. Long-Curtis moved to approve the consent agenda. Mr. Lepper seconded the motion, which passed unanimously.]]

Financial Report

Mr. Middleton reviewed the financial report included in the packet. He noted that operations is on track - \$1,000 ahead of budget. Receivables is down about \$2,000 from this time last year but is in good shape. Maupin has received some extra revenues which will be helpful. An invoice for over \$10,000 came in from Van Dorn; there will be a budget adjustment to cover that. It will require a hearing due to the percentage of the budget being changed.

Mr. Stone asked if LS is paying Maupin's franchise fees. Mr. Middleton replied that he does not know how much those fees are. Mr. Stone said that it needs to get locked in so we can get the bill out. Gorge Net is paying us quarterly.

Mr. Middleton concluded by saying that reconciliations are caught up and he will have Mr. Stone review them.

Action Items

OFFICERS

President Hege asked if the Board wished to make any changes as far as office holders.

[[Mr. Runyon moved to retain the existing slate of Officers. Mr. Lepper seconded the motion which passed unanimously.]]

Reappointment of Budget Officer

[[Ms. Long-Curtis moved to approve Order 20-001 reappointing Mike Middleton as Budget Officer. Mr. Runyon seconded the motion which passed unanimously.]]

Discussion

President Hege asked Mr. Weinman how long he will be in the program. Mr. Weinman replied that he plans on at least one

year. He is carrying a 4.0 grade average and may stay for the associate degree. He is also considering transferring to OIT for electrical engineering.

Aristo Report

Mr. Amery reviewed the report included in the packet. He said that there were no challenges with a recent BPA discussion. Mr. Stone added that they are working to get a non-disclosure agreement in place and will continue those discussions.

President Hege asked for an update on tree trimming. Mr. Amery said that they found some things when they went through. The trees were pulling fiber away from the supporting band. It looks better and appears to be straightening itself out. He stated that they will be running tests to compare to old tests.

Northern Wasco PUD Audit

Mr. Stone said that we still have the invoice from PUD for their audit of all infrastructure. He said he has not taken action as he was not clear on direction from the Board. He reminded the Board that they had previously discussed attending a PUD meeting to discuss our relationship with them. He said that he does not want to sit on the bill for too long and so is asking for direction; it is an unbudgeted and unanticipated expense. We can pay it or we can dispute it. He said that he has not had an opportunity to convene other stakeholders.

President Hege commented that he is still working on his side of the issue. He asked if there are funds to pay it. Mr. Middleton replied that it is \$6,800 and there are funds available to pay it. President Hege asked what the downside of paying would be. Mr. Stone responded that we would never get the money back but he does not want to leave them hanging. He said that we probably need to pay it but we don't know the extent of problems that we may have to pay to fix. He said that his position is that we already pay rental fees that should cover this.

Mr. McGowan said that he appreciates the consideration for payment. As far as problems coming out of it; he has been reconciling the attachment audit findings and does not see any work that needs to happen related to this. In fact, at this point, he believes there will be a reduction in QLife's rental fees.

Ms. Long-Curtis said that she understands that the audit was done to true-up; she asked if it is industry standard or were good records not kept. She asked what triggered the audit. Mr. McGowan replied that it is both industry standard and was necessary as it had not been done for some time. He said that they needed to understand what exactly what is on the poles and who owns it so they could bill accurately.

Ms. Long-Curtis asked about the proportion of the cost attributed to each attacher. Mr. McGowan replied that it cost more than is being billed; to determine the shared cost, they used the number of attachments as a percentage of the total attachments.

Mr. Runyon asked if there may be an adjustment to our rates. Mr. McGowan replied that he expects there to be an adjustment.

Mr. Runyon said that he thinks we should go to the PUD and have that conversation to just have that discussion and let the PUD know what we are about and what we are doing. He said we should be doing that anyway on an annual basis.

President Hege commented that we will not be ready by their February meeting. He suggested that we pay the bill and go to their March meeting. He said that he would like to meet with leadership prior to going to the Board.

Ms. Long-Curtis said that she agrees that we should pay the bill but wants to understand if it is industry standard that the renters pay for the audit and why.

Mr. Stone explained that the statute allows this but as a government entity, QLife could be exempted from the audit costs; that is a good discussion to have. He said that he would hope that our rental fees are going to maintain the system and pay for the audit.

President Hege noted that the last audit was done in 2001. Mr. McGowan responded affirmatively, adding that the industry standard would be to conduct an audit every three to five years. He stated that Mr. Stone makes a good point regarding contracting with public entities. He said that PUD has submitted a new agreement that contains an audit section for every five years; PUD is open to negotiating.

Mr. Amery commented that there are a lot of components – the new contract has some new restrictions. He reported that we are having conversations with them and he believes they are negotiating in good faith so that both entities will win. There is an opportunity to succeed.

Mr. Stone noted that when we engineer the costs per pole, we need to understand the costs. If it is too expensive, we cannot sell it. Our non-recurring costs that are passed on sometimes stops the conversation and removes us from the playing field.

[[Mr. Runyon moved to pay the PUD audit invoice. Ms. Long-Curtis seconded the motion which passed unanimously.]]

SDIS Renewal

Mr. Stone reported that insurance costs are going up 2.4%; we kept it down a little with some credits for best practices and longevity. Overall the increase is \$1,280. He stated that he recommends approval.

[[Ms. Long Curtis moved to pay the SDIS invoice. Mr. Runyon seconded the motion which passed unanimously.]]

Lone Pine Update

Mr. McNeely joined the meeting via Skype. He announced that the RFP has been posted and they will be sending out an email to contractors to alert them to the posting. Responses are due by February 6, 2020.

Mr. Lepper asked if the grant application can be modified once submitted. Mr. Stone replied that it cannot. President Hege stated that we would not want to submit the grant application prior to knowing the costs. Further discussion ensued regarding the timing. Mr. McNeely said that their estimate is good but not a guarantee of what will come in through the bid process. President Hege restated that we should wait to submit the grant if we can.

Mr. Stone said that we have been working with the owners regarding conduit and easement agreements for the added segment between the residential and MCMC. There are unknowns, but it is the most economical path. The costs could be significantly less if we are successful. We have assurances from the owners that they want this and will sign the agreements.

Mr. Klebes reviewed the Return on Investment memo included in the packet saying that assumptions were made based on conversations with the developers. This is a new market area where customers have not already been established. The memo provides a perspective on potential revenues. He noted that a single strand is needed no matter the number of residents. Mr. Amery commented that the numbers might change based on technology but are a good starting point. President Hege said that he is comfortable with the payback time frame. Mr. Stone agreed, saying that it makes sense to move forward. Mr. Amery pointed out that it is an opportunity for us to attract more business customers.

Union Pacific

Mr. Stone reported that he has been contacting Union Pacific over the last two weeks on the permit status to go over the tracks. The application was submitted in November and they are just now reviewing it. He will continue to pursue conversations with them through all available avenues. Mr. Stone asked Mr. McNeely to review the original plans regarding easements and conduit agreements.

Port Build

Mr. McNeely reported that Professional Underground buried conduit on Tuesday and had to return as they neglected to add the additional four inches. They will be here tomorrow to fill; it should be complete at that time.

President Hege adjourned the meeting at 1:06 PM

The next regularly scheduled board meeting is set for Thursday, February 27, 2020.

These minutes were approved by the QLife Board on _____.

Lee Weinstein, Secretary



Discussion Items

- [City of Ammon – YouTube Video](#)
- [City of Ammon Fiber Optic Local Improvement Project](#)
 - [Skype call with Bruce Patterson, Technology Director of Ammon](#)
- [CGCC 2020-21 Scholarship Donation](#)
- [CGCC Annual Luncheon](#)
- [Aristo Technical Management Report](#)

CHAPTER 9

FIBER OPTIC SYSTEM

8-9-1:	Purpose
8-9-2:	Definitions
8-9-3:	Ownership, Control and Management
8-9-4:	No Obligation to Serve
8-9-5:	Applicability
8-9-6:	Transfer of Rights Prohibited
8-9-7:	Billings
8-9-8:	Limitations
8-9-9:	Rights of Way
8-9-10:	Liability for Interruptions
8-9-11:	Shut-Down for Repairs
8-9-12:	Interference with the Fiber Optic System
8-9-13:	Protection of the Customer's Equipment
8-9-14:	Tampering with Fiber Optic System Prohibited
8-9-15:	Theft of Access or Use
8-9-16:	Violations and Penalties

8-9-1: PURPOSE: The purpose of this Chapter is to establish a City owned Fiber Optic System which provides broadband access to meet the needs of:

- A. City Departments
- B. Public Safety Organizations
- C. Other Publicly Owned and Operated Facilities
- D. Community Anchor Institutions
- E. Businesses
- F. Residents

To protect the public right-of-way by improving both the management and regulation of competing demands through the elimination of duplicate fiber optic facilities within the public right-of-way.

To protect the economic vitality of the City by providing the broadband transport service and fiber facilities leasing required by broadband service providers.

To reduce the cost of maintaining the sidewalk, pavement and public facilities located within the public right-of-way by minimizing the number of pavement cuts and dislocation of other public facilities necessitated by the construction or installation of fiber optic facilities.

To foster competition among retail broadband service providers by providing open Access to the City Fiber Optic System.

To protect the cost of broadband services by eliminating anti-competitive pricing schemes or monopolistic practices which contribute to higher costs for broadband services.

To protect the ability of retail broadband service providers to reach subscribers and provide service without undue competition or regulation by a tax-supported entity.

8-9-2: DEFINITIONS: Certain terms used in this chapter shall have the meanings ascribed below:

ACCESS: Access to or use of the Fiber System in the form of either broadband transport service or Dark Fiber leasing.

CITY: The City of Ammon, Idaho.

CUSTOMER: A retail or wholesale user of the Fiber Optic System.

DARK FIBER: A single fiber strand without any light flowing through it.

DEMARCATIION POINT: The point of connection on an Optical Network Terminal or Network Interface Device at which the City Fiber Optic System ends and a point of interconnection is established for the customer's use.

DIRECTOR: The Director of the Ammon Technology Department, or his or her appointed designee.

FIBER OPTIC SYSTEM: The City owned Fiber Optic System, including all fiber, facilities, equipment and appurtenances.

PLANT: A single fiber running from point to point provided to a Customer as a Dark Fiber lease.

PROVIDER: A retail broadband service provider.

SERVICE: Any future or current, retail or customer broadband service which may be transported utilizing the Fiber Optic System.

SUBSCRIBER: A current or potential Provider Customer.

TRANSPORT: Broadband transport service consisting of Ethernet services as supported by the City Fiber System.

8-9-3: OWNERSHIP, CONTROL AND MANAGEMENT: The City shall have exclusive and complete ownership, control and management of the Fiber Optic System within all Demarcation Points, which shall include the device or interface provided for interconnection. The City may make such rules and regulations as are necessary for the operation of the Fiber Optic System both inside and outside the City limits.

8-9-4: NO OBLIGATION TO SERVE: The City shall have an obligation to provide Access to any provider or subscriber. The City shall not be obligated to construct extensions or install additional facilities necessary to meet a Customer's needs, except as explicitly authorized by the Director. The City reserves the right to limit or refuse Access at its sole discretion, provided access shall not be denied or limited on the basis of race, religion, age, national origin or gender.

8-9-5: APPLICABILITY: The provisions of this chapter shall apply only to the Fiber Optic System. Nothing herein shall be construed or deemed to regulate the delivery of communications or data services over or across lines, facilities, or equipment owned by a private communications provider, or which may be located in the public right-of-way pursuant to a franchise, lease, or other license or privilege granted by the City.

8-9-6: TRANSFER OF RIGHTS PROHIBITED: All rights to Access and any rights or privileges arising under the provisions of this Chapter shall not be transferred to any person or entity without the express written approval of the Director.

8-9-7: BILLINGS: Fiber Optic Utility System Access provided by the City shall be billed to the Customer in accordance with a schedule of rates as established by the City Council by resolution which may be amended from time to time, and such rates shall be kept on file in the office of the City Clerk and information furnished to interested parties upon request.

8-9-8: LIMITATIONS: Access to the City of Ammon Fiber Optic system shall be provided only to those customers that have been connected via a residential or commercial fiber optic project or by separate contract for services negotiated by the Director and approved by the City Council.

Fiber Optic System Access may be supplied under a given rate schedule provided that the fiber optic system has the ability to meet the requirements of the rate schedule applicable thereto.

Nothing herein shall be construed or deemed to prevent the City from negotiating separate contracts with any customer solely for the purpose of obtaining assistance in constructing or installing additional plant for the benefit of said customer. Such negotiations shall be handled by the Director and approved by City Council.

8-9-9: RIGHTS OF WAY: The City may condition providing transport or plant upon the customer's dedication or conveyance to the City of a utility easement for the installation, operation and maintenance of the City's fiber system, over, across and upon property owned or controlled by the customer or the customer's landlord. Such utility easement may also be used for the purpose of providing Access to other customers of the City. Such utility easement shall permit access thereto by authorized representatives of the City at all reasonable hours or at any time in any emergency situation. By acceptance of or submission of an application for fiber optic access, the customer shall be deemed to waive any claim for damages to the customer's

property or equipment located within such utility easement, arising from the operation or maintenance of the Fiber Optic System therein. Such acceptance or application shall also be deemed to constitute a waiver of any claim for damages arising from a taking or any severance damages with respect to a customer's underlying fee, simple interest.

8-9-10: LIABILITY FOR INTERRUPTIONS: The City shall not be liable for any loss, injury or damage of any kind, including but not limited to consequential, special and punitive damages, resulting from the interruption, reduction, loss or restoration of Access from any cause, including without limitation any loss by fire, flood, accident, casualty, sabotage, terrorist act, strike, labor slow-down, act of God or the public enemy or failure or inadequacy of the Fiber Optic System. The City disclaims any express or implied warranty of merchantability or fitness for a particular purpose and the delivery of Access to any customer shall not be construed as or deemed to be the delivery of goods under the Idaho Uniform Commercial Code. By acceptance of transport or plant, the customer agrees to, and shall be deemed to, waive any and all claims for damage or loss to the customer's lines, facilities, or communications equipment caused by any act or omission of the City, however, nothing herein shall be deemed or construed as a waiver of any claim for damage or liability arising out of the gross negligence or malicious act of the City, or its agents.

8-9-11: INTERRUPTION OF SERVICE SUPPORT: Support for fiber optic system outages shall be handled as follows:

Residential Service:

Single Residential Property: Shall be confined to best effort during regular business hours. No service for a single service will be provided outside of regular business hours.

Multiple Residential Properties: Residential outages of 3 or more contiguous properties will receive support 24 hours a day, 7 days a week, and 365 days a year.

Commercial Service:

Commercial support shall always be given priority and available 24 hours a day, 7 days a week, and 365 days a year.

8-9-12: SHUT-DOWN FOR REPAIRS: For the purpose of making necessary repairs, upgrades or changes to its Fiber Optic System, or to avoid damage to property or to persons, the City may without prior notice to the customer suspend Access for such periods as may be reasonably necessary to make such repairs, upgrades or changes and the City shall not be liable for damage of any kind, direct or indirect, as a result of such discontinuance of Access.

8-9-13: INTERFERENCE WITH THE FIBER OPTIC SYSTEM: The City may refuse to supply Access where there is a possibility that the delivery of such may seriously impair or disrupt any other customers, or which may disrupt the operation of the Fiber Optic System. The City may also discontinue or disconnect Access for a Customer if the Customer, by their use of the Fiber Optic System, is seriously impairing any other Customer's use of the Fiber Optic

System. The City may also, without prior notice, suspend or disconnect any customer using the Fiber Optic System for the purposes of delivering any virus, spam, spyware, denial of service attacks, or any other illegal or malicious purpose which has the effect of or is intended to impair or impede the operation of the Fiber Optic System, the internet, or any public or private computer or computer network connected thereto or for the purpose of obtaining illegal or unauthorized access to other computers or networks connected to the Fiber Optic System.

8-9-14: PROTECTION OF THE CUSTOMER'S EQUIPMENT: The customer is solely responsible for the selection, installation and maintenance of all equipment and wiring on the customer side of the Demarcation Point. The customer shall install and maintain suitable protective devices and equipment to protect life and property from harm or injury and the City assumes no duty to warn or otherwise assist the customer in the selection or use of such protective devices.

8-9-15: TAMPERING WITH FIBER OPTIC SYSTEM PROHIBITED: Other than City representatives working under the supervision of the Director, no person shall connect to, adjust, tamper with or make any alteration or addition to the Fiber Optic System, without having first obtained written permission from the Director. Any person who willfully or maliciously causes damage to, interference with or obstruction to the efficient operation of the Fiber Optic System shall be guilty of a misdemeanor. Any person who causes such damage shall in addition to any criminal fines or penalties, be liable to the City for any reasonable damages which may be proximately caused by such damage or interference. Such amounts may be included upon the customer's regular monthly billing statement for utility service and upon the customer's failure or refusal to pay such charges, Fiber Optic System Access or any other public utility service provided by the City, may be terminated in accordance with the procedures set forth in this chapter.

Any violation of the provisions of this section shall be deemed a misdemeanor and subject to section 1-4-1 of the Ammon City Code.

8-9-16: THEFT OF ACCESS OR USE: It shall be unlawful for any person to make any connection to or install or construct any facility or equipment with the specific intent of obtaining Access from or making use of the Fiber Optic System, without paying for such Access or without paying the fees and charges established by the provisions set forth in this chapter.

8-9-17: FIBER OPTIC RATES, FEES: Fiber Optic Rates Established. The City Council shall establish fiber optic rates and any associated fees by resolution which may be amended from time to time, and such rates shall be kept on file in the office of the City Clerk and information furnished to interested parties upon request.

8-9-18: DUE DATE: Bills rendered for participation in the fiber optic system are payable ten (10) days following the month of service and as such the bill is due in full at such time. If the account is not paid by the 10th of the month following the due date, the account will become delinquent. When the due date falls on a legal holiday or on a day when City offices are not open for business, the next regular business day is considered the due date and the past due date.

When remittances are made by mail, bills shall be deemed paid on the date of mailing as shown by the postmark.

8-9-19: DELINQUENT ACCOUNTS: When a utility account is not paid by the 10th of the month following the month of service, as hereinabove stated, and the bill remains unpaid, the account will become delinquent and shall be handled in the following manner:

- (A) On or after the delinquent date, a delinquency statement is to be mailed to the responsible party, stating a date the account balance must be paid in full.
- (B) If there has been no response to the mailed delinquency statement by the deadline date in said statement, a notice shall be posted at the residence/location stating the date that the utility access will be terminated. A posting fee will be added to the account for said notice.
- (C) In cases when a notice is posted at the residence/location, the customer can make payment or arrangements for payment prior to the disconnection of service.
- (D) In cases when services is terminated for non-payment, there shall be a fee charged which shall include payment for the shut off and the future reconnect Service shall not be restored until the account is paid in full by approved funds as listed in item (F).
- (E) Notice of termination shall be posted at the residence/location stating the date that the termination/disconnection will be performed.
- (F) In the event of payment of a delinquent account, personal checks shall not be accepted, and the balance must be paid by cash or one of the following: certified funds; cashier's check, certified check, credit card or money order.
- (G) Payments received for services by a check that is subsequently returned unpaid by any financial institution shall be assessed a return check fee as set by resolution of the City Council. Said fee shall be charged to the customer's utility account and charges for utilities that said check was to pay shall also be billed back to the customer's utility account. Any returned check must be paid within five (5) working days from the time the notice is given by the City of the returned check or the utility account shall be considered delinquent. All fees shall be paid in full prior to reinstatement of services. Partial payments of amounts due shall be applied to check fees prior to being applied to services.

8-9-20: VOLUNTARY DISCONNECT: Fiber optic service may be voluntarily disconnected at any time by written request to the City of Ammon administrative office of the City.

There shall be no charge for a voluntary disconnect. Reconnection of voluntarily disconnected service shall be charge a reconnection fee set by resolution of the City Council.

8-9-21: SERVICES PROVIDED: Fiber Optic Utility Access may include emergency, lifeline or other public safety or welfare services as part of the utility rate for Ammon property owners. The City shall not provide any retail end user service, such as voice, video or Internet that is not directly related to the City's police powers or public health and welfare as part of the utility rate.

8-9-22: SEPARATE CONTRACT AUTHORIZED: Nothing herein shall be construed or deemed to prevent the City from negotiating separate contracts or agreements with any customer for the purpose of obtaining assistance in constructing or installing additional plant for the benefit of said customer or providing services not included in the utility rate structure. Such negotiations shall be handled by the Director and approved by City Council.

8-9-23: CONTINUING OBLIGATION OF EXISTING CONTRACTS: All contracts in effect on the date of the adoption of this code shall remain in effect until said contract expires. Upon expiration of a contract all new contracts shall be charged pursuant to the rates set by resolution of the Council or by negotiation of a new contract as with the Director and approved by the City Council.

8-9-24: VIOLATIONS AND PENALTIES: Any violation of the provisions of this chapter deemed to be a misdemeanor shall be subject to penalties prescribed for such violations under section 1-4-1 of this code. Any person violating the provisions of this chapter deemed to be an infraction shall be subject to the penalties as provided for in section 1-4-2. Violations of this chapter shall be deemed an infraction, unless such violation is designated in this chapter as a misdemeanor.



2135 South Ammon Road, Ammon, Idaho 83406

Fiber Optic Local Improvement District No. 1



OWNER:
CITY OF AMMON
2135 South Ammon Road
Ammon, ID 83406

DESIGNED:
CITY OF AMMON
2135 S. AMMON RD.
AMMON, ID 83406

JULY 2016

REQUEST FOR BIDS

PROJECT TITLE: FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1

Separate sealed BIDS for construction of a Fiber to the Home (FTTH) broadband infrastructure in three (3) separate neighborhoods, including: Mountain Valley, Felt & Waite/Stonehaven and The Villas/Cottages as set forth in the drawings and other documents FOR **FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1** will be received by the City of Ammon at 2135 South Ammon Road, Ammon, Idaho 83406, until 10:00 a.m. local time on Tuesday, July 19, 2016 and then at said office publicly opened and read aloud.

The work involves outside plant construction, materials management, and technical services to construct a fiber to the home network for the three neighborhoods that make up the Phase I Local Improvement District in the City of Ammon, ID. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

The DOCUMENTS and EXHIBITS may be examined and copies may be obtained at the following location(s):

1. City of Ammon, City Hall, 2135 South Ammon Road, Ammon, Idaho

The DOCUMENTS and EXHIBITS may be obtained at the City of Ammon, City Hall, 2135 South Ammon Road, Ammon, Idaho. There will be a \$10.00 cost to obtain the bid documents to cover the price of the printing.

The determination of the acceptance of any bid will be at the sole discretion of the City Council with the intent of constructing a fiber optic infrastructure which complies with the City's requirements and specifications at the least possible cost. The **ENTIRE BID PACKET** shall accompany the bid proposal, **without alteration of language in any section.**

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of a bid bond, certified check, cashier's check or cash in the amount of 5% of the amount of the bid proposal. Said bid security shall be forfeited to the City of Ammon as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

All contractors submitting bids are required to have a valid Idaho Public Works Contractors License and to include the license number on the Bid Form where indicated.

The City of Ammon reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Ammon.

Publish Dates July 3rd, July 10th

Open July 19th, 2016

BID FORM

CITY OF AMMON

FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1 CONSTRUCTION PROJECT

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BID RECIPIENT

This Bid is submitted to:

City of Ammon
2135 South Ammon Road
Ammon, ID 83406

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

BIDDER’S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

BIDDER’S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all: Local building codes for installation of fiber optic infrastructure.

Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.

Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

BIDDER'S CERTIFICATION

Bidder certifies that:

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BASIS OF BID

Based on the chosen option by Owner, Bidder will complete the Work in accordance with the Contract Documents for the following price(s). Bidder must provide prices for all line items.

**OPTION A – END OF NOVEMBER 2016 COMPLETION
FIBER OPTIC DISTRICT NO. 1 CONSTRUCTION PROJECT**

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.00		Backbone and Distribution Duct Installation				
1.01	Exhibit A	Directional Bore One (1) – 1.25” HDPE duct (SDR 13.5 at 36” minimum depth) with restoration	4330	LF	\$	\$
1.02	Exhibit A	Directional Bore Two (2) – 1.25” HDPE ducts (SDR 13.5 at 36” minimum depth) with restoration	2895	LF	\$	\$
1.03	Exhibit A	Directional Bore Three (3) – 1.25” HDPE ducts (SDR 13.5 at 36” minimum depth) with restoration	4031	LF	\$	\$
1.04	Exhibit A	Directional Bore Four (4) – 1.25” HDPE ducts (SDR 13.5 at 36” minimum depth) with restoration	0	LF	\$	\$
1.05	Exhibit A	Plow or Trench one (1) – 1.25” HDPE duct (SDR 13.5 at 36” minimum depth) with restoration	10102	LF	\$	\$
1.06	Exhibit A	Plow or Trench two (2) – 1.25” HDPE ducts (SDR 13.5 at 36” minimum depth) with restoration	6755	LF	\$	\$
1.07	Exhibit A	Plow or Trench three (3) – 1.25” HDPE ducts (SDR 13.5 at 36” minimum depth) with restoration	12336	LF	\$	\$
2.00		Handhole Placement				
2.01	Exhibit A	30”x48”x24” deep traffic rated split lid handhole in grass with restoration	19	EA	\$	\$

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
2.02	Exhibit A	30"x48"x24" deep traffic rated split lid handhole in pavement with restoration	3	EA	\$	\$
2.03	Exhibit A	17"x30"x24" deep non-traffic rated handhole in grass with restoration	77	EA	\$	\$
2.04	Exhibit A	17"x30"x24" deep non-traffic rated handhole in pavement with restoration	9	EA	\$	\$
2.05	Exhibit A	10" round Handhole in grass with restoration	95	EA	\$	\$
3.00		Backbone and Distribution Cable Placement				
3.01	Exhibit A	Place fiber optic cable in 1.25" HDPE	32322	LF	\$	\$
4.00		MST Installation				
4.01	Exhibit A	6 Port MST - 50' tail	0	EA	\$	\$
4.02	Exhibit A	6 Port MST - 100' tail	0	EA	\$	\$
4.03	Exhibit A	6 Port MST - 200' tail	24	EA	\$	\$
4.04	Exhibit A	6 Port MST - 500' tail	24	EA	\$	\$
4.05	Exhibit A	6 Port MST - 750' tail	24	EA	\$	\$
4.06	Exhibit A	6 Port MST - 1000' tail	24	EA	\$	\$
4.07	Exhibit A	6 Port MST - 1500' tail	0	EA	\$	\$
4.08	Exhibit A	6 Port MST - 2000' tail	0	EA	\$	\$
5.00		Drop Duct Installation				
5.01	Exhibit A	Plow one (1) 1" HDPE with restoration	11160	LF	\$	\$
5.02	Exhibit A	Trench one (1) 1" HDPE with restoration	3720	LF	\$	\$
5.03	Exhibit A	Bore one (1) 1" HDPE with restoration	3720	LF	\$	\$
6.00		Drop Cable Installation – Standard APC SC Single End to Stub				
6.01	Exhibit A	100' Drop	56	EA	\$	\$
6.02	Exhibit A	150' Drop	56	EA	\$	\$

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
6.03	Exhibit A	200' Drop	56	EA	\$	\$
6.04	Exhibit A	250' Drop	19	EA	\$	\$
6.05	Exhibit A	300' Drop	0	EA	\$	\$
6.06	Exhibit A	500' Drop	0	EA	\$	\$
6.07	Exhibit A	1000' Drop	0	EA	\$	\$
6.08	Exhibit A	1500' Drop	0	EA	\$	\$
6.09	Exhibit A	2000' Drop	0	EA	\$	\$
7.00		ONT Installation				
7.01	Exhibit A	ONT Enclosure Installation	186	EA	\$	\$
8.00		Marker Post Installation				
8.01	Exhibit A	Install Standard Marker Post	20	EA	\$	\$
8.02	Exhibit A	Install Test Station Marker Post	22	EA	\$	\$
9.00		Other OSP work Items				
9.01	Exhibit A	Proof 1.25" HDPE Duct	13437	LF	\$	\$

OPTION A TOTAL BID PRICE _____

**OPTION B – END OF APRIL 2017 COMPLETION
FIBER OPTIC DISTRICT NO. 1 CONSTRUCTION PROJECT**

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.00		Backbone and Distribution Duct Installation				
1.01	Exhibit A	Directional Bore One (1) – 1.25" HDPE duct (SDR 13.5 at 36" minimum depth) with restoration	4330	LF	\$	\$

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
1.02	Exhibit A	Directional Bore Two (2) – 1.25" HDPE ducts (SDR 13.5 at 36" minimum depth) with restoration	2895	LF	\$	\$
1.03	Exhibit A	Directional Bore Three (3) – 1.25" HDPE ducts (SDR 13.5 at 36" minimum depth) with restoration	4031	LF	\$	\$
1.04	Exhibit A	Directional Bore Four (4) – 1.25" HDPE ducts (SDR 13.5 at 36" minimum depth) with restoration	0	LF	\$	\$
1.05	Exhibit A	Plow or Trench one (1) – 1.25" HDPE duct (SDR 13.5 at 36" minimum depth) with restoration	10102	LF	\$	\$
1.06	Exhibit A	Plow or Trench two (2) – 1.25" HDPE ducts (SDR 13.5 at 36" minimum depth) with restoration	6755	LF	\$	\$
1.07	Exhibit A	Plow or Trench three (3) – 1.25" HDPE ducts (SDR 13.5 at 36" minimum depth) with restoration	12336	LF	\$	\$
2.00		Handhole Placement				
2.01	Exhibit A	30"x48"x24" deep traffic rated split lid handhole in grass with restoration	19	EA	\$	\$
2.02	Exhibit A	30"x48"x24" deep traffic rated split lid handhole in pavement with restoration	3	EA	\$	\$
2.03	Exhibit A	17"x30"x24" deep non-traffic rated handhole in grass with restoration	77	EA	\$	\$
2.04	Exhibit A	17"x30"x24" deep non-traffic rated handhole in pavement with restoration	9	EA	\$	\$
2.05	Exhibit A	10" round Handhole in grass with restoration	95	EA	\$	\$
3.00		Backbone and Distribution Cable Placement				
3.01	Exhibit A	Place fiber optic cable in 1.25" HDPE	32322	LF	\$	\$
4.00		MST Installation				
4.01	Exhibit A	6 Port MST - 50' tail	0	EA	\$	\$
4.02	Exhibit A	6 Port MST - 100' tail	0	EA	\$	\$

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4.03	Exhibit A	6 Port MST - 200' tail	24	EA	\$	\$
4.04	Exhibit A	6 Port MST - 500' tail	24	EA	\$	\$
4.05	Exhibit A	6 Port MST - 750' tail	24	EA	\$	\$
4.06	Exhibit A	6 Port MST - 1000' tail	24	EA	\$	\$
4.07	Exhibit A	6 Port MST - 1500' tail	0	EA	\$	\$
4.08	Exhibit A	6 Port MST - 2000' tail	0	EA	\$	\$
5.00		Drop Duct Installation				
5.01	Exhibit A	Plow one (1) 1" HDPE with restoration	11160	LF	\$	\$
5.02	Exhibit A	Trench one (1) 1" HDPE with restoration	3720	LF	\$	\$
5.03	Exhibit A	Bore one (1) 1" HDPE with restoration	3720	LF	\$	\$
6.00		Drop Cable Installation – Standard APC SC Single End to Stub				
6.01	Exhibit A	100' Drop	56	EA	\$	\$
6.02	Exhibit A	150' Drop	56	EA	\$	\$
6.03	Exhibit A	200' Drop	56	EA	\$	\$
6.04	Exhibit A	250' Drop	19	EA	\$	\$
6.05	Exhibit A	300' Drop	0	EA	\$	\$
6.06	Exhibit A	500' Drop	0	EA	\$	\$
6.07	Exhibit A	1000' Drop	0	EA	\$	\$
6.08	Exhibit A	1500' Drop	0	EA	\$	\$
6.09	Exhibit A	2000' Drop	0	EA	\$	\$
7.00		ONT Installation				
7.01	Exhibit A	ONT Enclosure Installation	186	EA	\$	\$
8.00		Marker Post Installation				

ITEM NO.	SPEC PAYMENT REFER	ITEM	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
8.01	Exhibit A	Install Standard Marker Post	20	EA	\$	\$
8.02	Exhibit A	Install Test Station Marker Post	22	EA	\$	\$
9.00		Other OSP work Items				
9.01	Exhibit A	Proof 1.25" HDPE Duct	13437	LF	\$	\$

OPTION B TOTAL BID PRICE _____

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TIME OF COMPLETION

Bidder accepts the provisions of the Agreement as to liquidated damages.

Bidder agrees to comply with Idaho Code 44-1001 through 44-1005, regarding employment of Idaho residents.

ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

Evidence of authority to sign, if a bid by a corporation, partnership, limited liability company, or joint venture;

Required Bid security in the form of cash, certified check, cashier's check, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions;

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors). The "naming of subcontractors" form 00445 is included;

The Bidder shall provide a minimum of three references of projects with similar scope of work and size. The list of references must be submitted with the bid and shall include the name of each project and contact information of the owner or owner's representative.

Evidence of authority to do business in the state of the Idaho ;

State of Idaho Public Works Contractor's License Number.

DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Idaho is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

Idaho Public Works Contractor License No. _____.

Naming of Subcontractors, Suppliers and Other Entities Form

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

<u>Name and Address</u>	<u>Classification</u>	<u>License Number</u>
_____	_____	_____

_____	_____	_____

_____	_____	_____

_____	_____	_____

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

NOTES TO USER

1. Include this form if Instructions to Bidders require listing of additional subcontractors, suppliers or other entities.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____ THE CITY OF AMMON _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Placement of fiber optic duct, conduit, cable, hand holes, marker posts, grounding, restoration, NID’s, drop cables, MST’s to form a fully functioning infrastructure to support the fiber to the home network in the City of Ammon as defined by the contract documents, exhibits, and maps as outlined by the invitation to bid and this packet. This will include all miscellaneous items to return construction areas to equal or better condition as original.

THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FIBER OPTIC LOCAL IMPROVEMENT DISTRICT NO. 1

ENGINEER

3.01 The Project has been designed by City of Ammon. (Engineer), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CONTRACT TIMES

4.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Not Used*

4.03 *Days to Achieve Substantial Completion and Final Payment*

If Option A is chosen by the Owner, The Work will be completed by November 30, 2016. If Option B is chosen by the Owner, The Work will be completed by April 30, 2017.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.03 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in Paragraph 4.03 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each calendar day that expires after the time specified in Paragraph 4.03 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. *Not Used*

B. *Not Used*

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including

but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of five percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. *Not Used*
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by

Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 20, inclusive).
 - 2. ~~Performance bond (included).~~ Not Used.
 - 3. Payment bond (*included*).
 - 4. *Not Used*
 - 5. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
 - 6. *Not Used*
 - 7. *Not Used*
 - 8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).

9. *Not Used*

10. Addenda (numbers _____ to _____, inclusive).

11. Exhibits to this Agreement (enumerated as follows):

a. Definition of work to be performed – Exhibit A

12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages 1 to 1, inclusive).

b. Work Change Directives.

c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Jurisdiction*

- A. All disputes shall be resolved by litigation in the District Court of the 7th Judicial District in Bonneville County, Idaho.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

CITY OF AMMON

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

2135 South Ammon Road

Ammon, ID 83406

Idaho Public Works

Contractors License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Agent for service of process:

Notice to Proceed

Date: _____

Project: Fiber Optic Local Improvement District No. 1

Owner: CITY OF AMMON

Owner's Contract No.:

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of calendar days to achieve Substantial Completion is _____, and the number of calendar days to achieve readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

CITY OF AMMON

Owner:

Given by:

Authorized Signature

Title

Date

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Ammon
2135 South Ammon Road
Ammon, ID 83406

CONTRACT

Effective Date of Agreement:

Amount (**Figures**):

Description (*Name and Location*): Fiber Optic Local Improvement District No. 1

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

Pay or arrange for payment of any undisputed amounts.

Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative (*Engineer or other*):



Request for Bid – Construction Services for Fiber Optic Improvement District No. 1

Purpose

Request for Bid for the Construction and installation services to complete the fiber cable and duct installation for Fiber Optic Improvement District No. 1.

Release Date: July 5, 2016

Response Due Date: July 19th, 2016 10 AM MST

Bruce F. Patterson
Technology Director
City of Ammon
3453 Ard Rd.
Ammon, ID 83406
(208) 612-4054
bpatterson@ci.ammon.id.us
www.ci.ammon.id.us

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1.0 Project Overview

1.1 Background

On May 19, 2016, the City of Ammon passed an Ordinance creating Fiber Optic Local Improvement District No. 1 for the City of Ammon, Bonneville County, Idaho herein after referred to as the “City”. The Local Improvement District (LID) was created to provide Fiber to the Home (FTTH) broadband infrastructure to residents in Ammon, Idaho. Pursuant to this Ordinance, the City is planning a fiber optic improvement project that includes three (3) separate neighborhoods. They include: Mountain Valley, Felt & Waite/Stonehaven and The Villas/Cottages.

The plan includes providing FTTH broadband infrastructure and services to residents that have chosen to participate in the program. This network is an extension of the existing city broadband infrastructure to deliver high capacity interconnections to each opted in subscriber.

The network is in the final stages of design and construction of the network is to begin immediately after the RFB selection is made in the summer of 2016. The network will have to possible completion dates Option A – the end of November 2016 and Option B – the end of April 2017. This RFB is for the construction of the FTTH network for three neighborhoods.

1.2 Purpose

The City of Ammon is requesting responses to the Request for Bid (RFB) for outside plant construction, materials management, and technical services to construct a fiber to the home network for the three neighborhoods that make up the Phase I Local Improvement District in the City of Ammon, ID.

1.3 Project Summary

The City of Ammon expects the selected Contractor to construct all outside plant infrastructure to support the connection of all homes in the three LID’s. The City will perform all splicing and fiber termination activities. The Contractor will be responsible for all placement of duct, handholes, fiber, MST’s, ONT cases, grounding and general infrastructure. Drops will only be installed for the homes of the residents that have signed up for services.

The selected Contractor for outside plant construction will collaborate with the City of Ammon to complete the overall build. It is anticipated that the quantities included in the bid will fluctuate, but that the unit pricing bids shall be based on a close estimate of the actual quantities for the build-out. The Contractor shall proceed with construction in the order of priority determined by the City.

The Contractor will be required to complete the construction of the network using an optimal mix of techniques for outside plant (OSP) construction. This mix of approaches will be defined by the City according to the unique characteristics of each fiber route and location.

In general, the Contractor will have responsibility for all services required for the project to construction the cable plant infrastructure. This will include; directional boring of duct, plowing of duct, installation of handholes, placement of fiber optic feeder, distribution, MST tail and drop cables, installation of MST’s, grounding, marker posts and test station marker posts installation and ONT enclosure

installation. The City of Ammon will be responsible for fiber splicing, termination, testing and ONT electronics installation.

The Contractor shall manage all materials used in construction of the network and provide tracking of material usage. The Contractor will be responsible for all permits required to complete the construction activities as well as one call / locate initiation for the planned construction area.

The project consists of building infrastructure to provide FTTH connectivity for the Fiber Optic Phase I LID. This LID consists of the Mountain Valley, Felt & Waite/Stonehaven, and The Villas/Cottages neighborhoods. The Mountain Valley neighborhood will be connected to the Central Office and Data Center NGF. The Villas/Cottages neighborhoods will be connected to Network Node 11 at the corner of Cateli and 21st Street. The Felt & Waite/Stonehaven neighborhoods will be connected to Network Node 10 just off Hitt Road or 25th East. The following map outlines the overall location of these LID's and their serving Network Nodes.

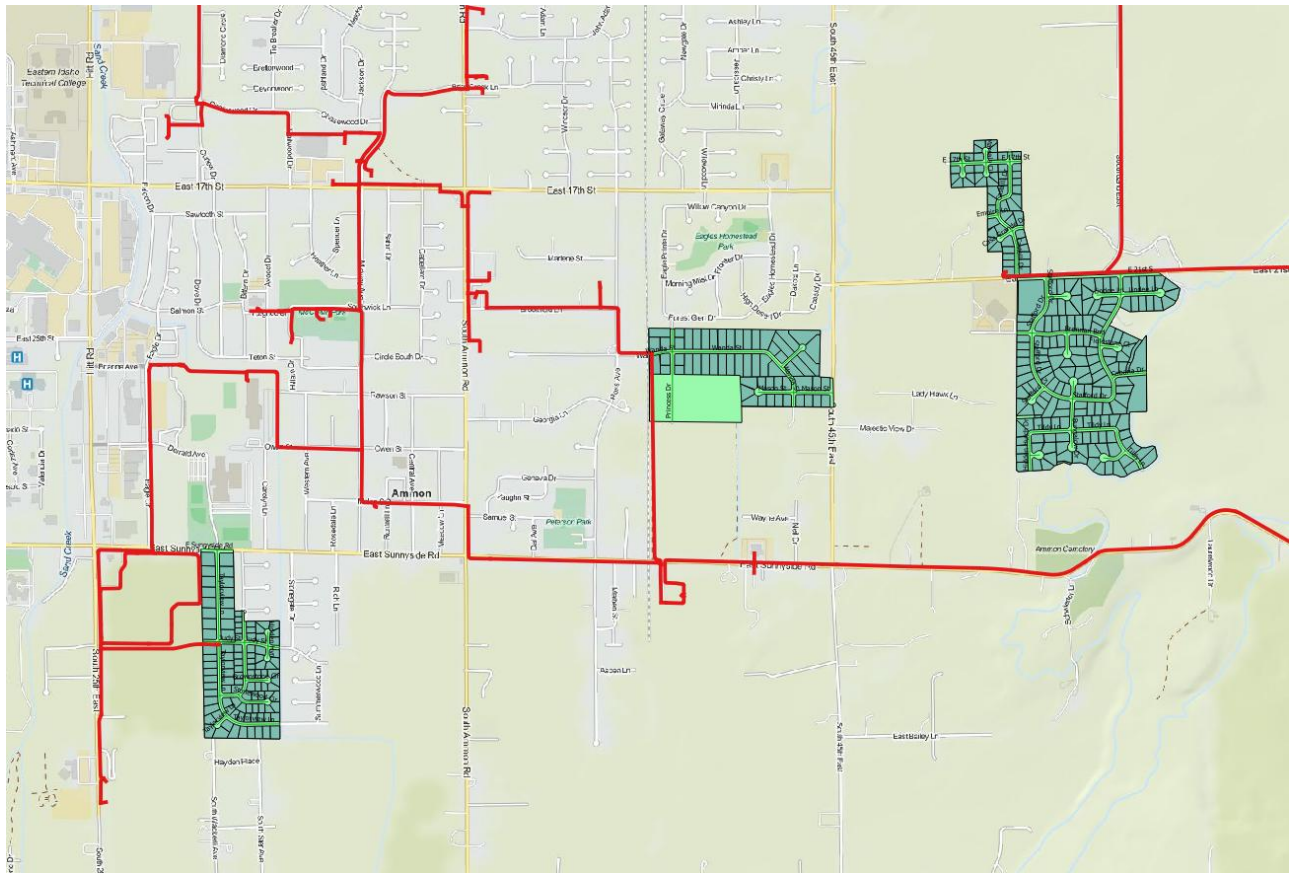


Figure 1.3-1 – Overview of LID's to be built

Table 1.3-1 summarizes the approximate number of homes and drops expected in each LID. In addition, **Figures 1.3-2, 1.3-3 and 1.3-4** are of the three LID's respectively. It is expected that as home owners continue to sign up for service the quantity of drops could vary as much as 15%.

Item	Mountain Valley	Felt & Waite/Stonehaven	The Villas/Cottages	Total Qty.
------	-----------------	-------------------------	---------------------	------------

Total Homes Passed	58	103	215	376
Total Drops Installed	20	61	105	186

Table 1.3-1 – LID Homes and Drops

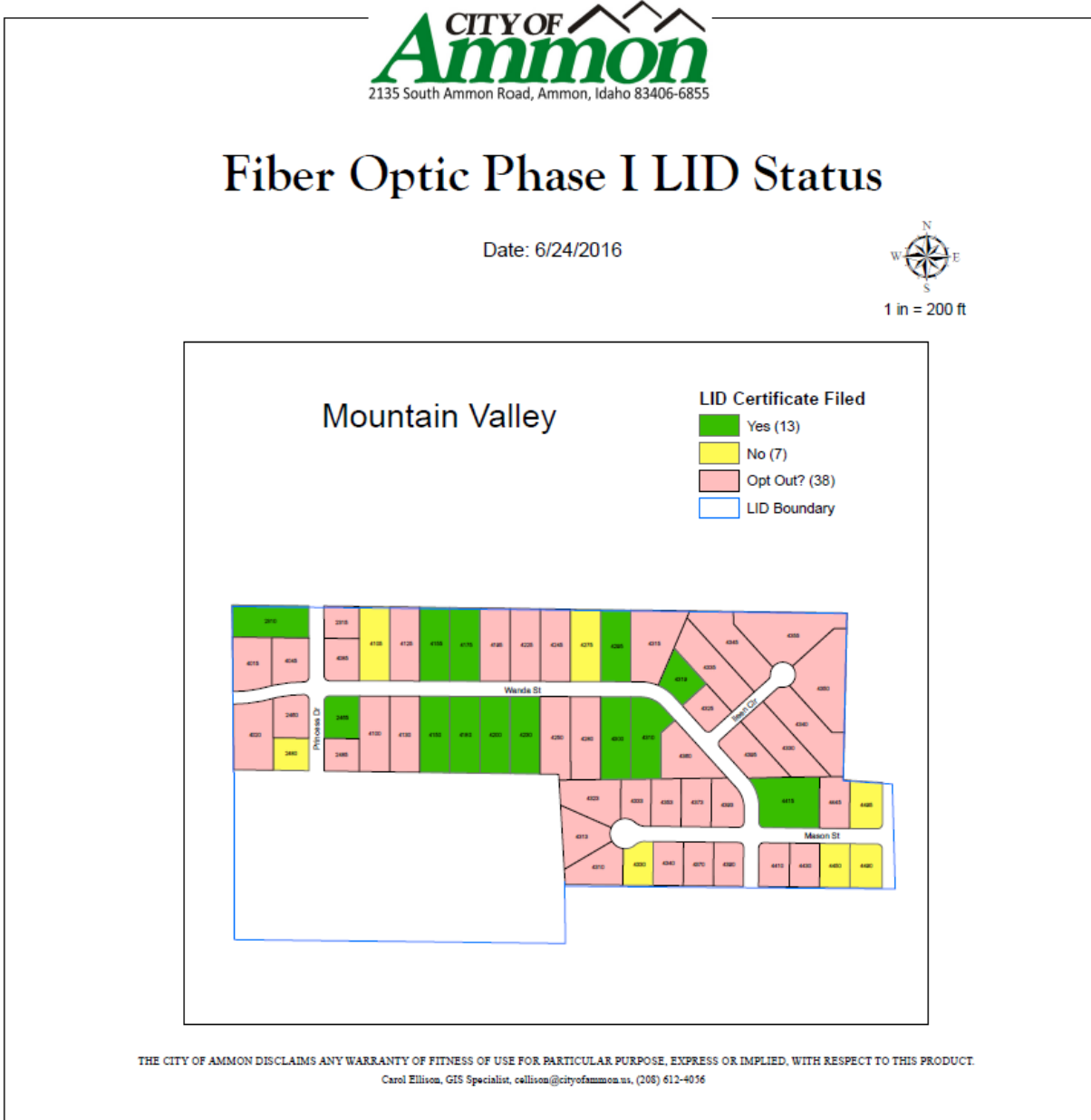
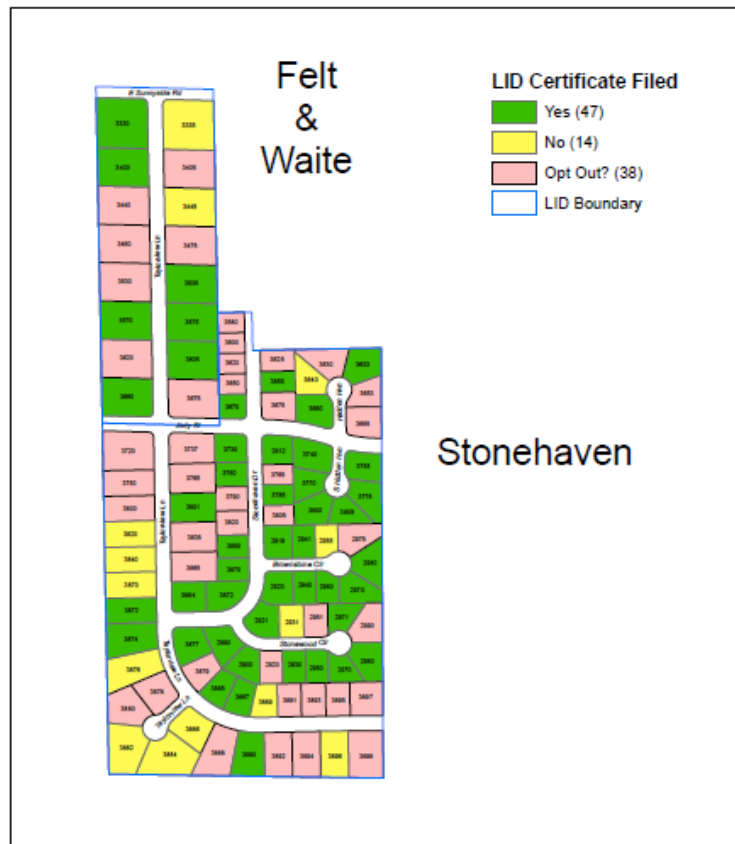


Figure 1.3-2 – Mountain Valley Neighborhood



Fiber Optic Phase I LID Status

Date: 6/27/2016

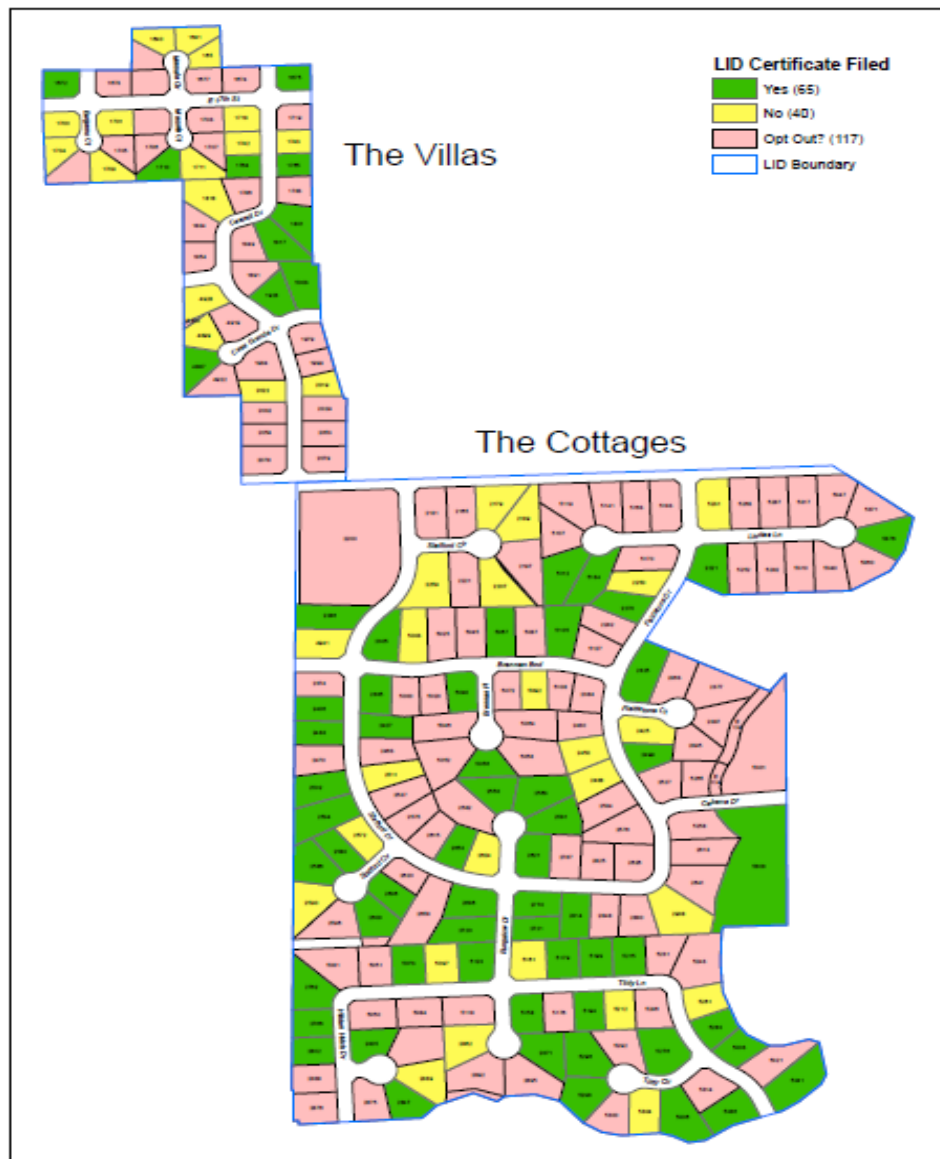


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Carol Ellison, GIS Specialist, cellison@cityofammon.us, (208) 612-4056

Figure 1.3-3 – Felt & Waite/Stonehaven Neighborhoods

Fiber Optic Phase I LID Status

Date: 8/24/2016



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Carol Ellison, GIS Specialist, cellison@cityofammon.idaho.gov, (208) 612-4056

Figure 1.3-4 – The Villas/Cottages Neighborhoods

Included in each LID diagram is the serving network node location as well as the proposed route to be constructed to serve the LID from the network node location.

2.0 Bid Submission

2.1 Project completion dates:

Option 1 – Completion by end of November 2016

Option 2 – Completion by End of April 2017

2.2 Bid Due Date

Bids must be received no later than: July 19th, 2016 at 10 AM local time.

2.3 Bid Submission Requirements

Sealed bids must be returned to:

City of Ammon
ATTN: Fiber LID
2135 S. Ammon RD.
Ammon, ID 83406

Pricing must be completed and returned in the included Excel workbook.

Other qualification and bid information can be submitted in PDF or Word format.

Late bids will not be accepted. It is the responsibility of the offeror to ensure that the bid is received by the City of Ammon on or before the bid due date and time.

2.4 Information Required

2.4.1 Cover

The cover of the bid shall include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

2.4.2 Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFB (please note that significant exceptions may make your bid non-responsive).

2.4.3 Use of Subcontractors

There may be areas for use of subcontractors in this project. If you are utilizing this approach, your bid must list the subcontractors, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please understand that the City is contracting solely with your company, therefore any subcontractors remain your sole responsibility.

2.4.4 Company Information

Please provide the following items:

- A. Company Name, Address, Phone Number and Names of Principals.
- B. Identify the year in which your company was established and began providing construction services.
- C. List your firms Standard & Poor's or AM Best (or comparable and applicable) rating.
- D. Describe any pending plans to sell or merge your company.
- E. Idaho Public Works Contractors License – A copy of the Bidder's General Contractor License and all applicable documentation to do work in Idaho.
- F. Experience in Network Construction – the Bidder must provide at least three (3) references from other projects of similar scope that were completed within the last five (5) years. Documentation will highlight similar network systems that it has constructed, including the project name, location, size, architecture, and name and phone numbers for reference contacts. References documenting experience working with public sector organizations are preferred.
- G. Financial Stability – the Bidder shall submit its two most recent annual financial statements in order to permit analysis of its financial resources. If the Bidder is part of a team, the two most recent annual financial statements for each team member should be submitted. In addition, the selected Contractor or Contractor Team shall provide a bond in the amount of the bid to guarantee satisfactory completion of the project. Appropriate insurance shall also be provided by Contractor and any subcontractors.

2.4.5 Past Performance

The Contractor shall provide a minimum of three references of projects with similar scope of work and size. The list of references must be submitted with the bid and shall include the name of each project and contact information of the owner or owner's representative.

2.4.6 Pricing

Provide a complete price estimate for the project. A pricing worksheet has been provided for Bidders to use for the cost estimate. The pricing worksheet is included within **EXHIBIT 2.4.6-1** and is an attachment to this RFB. The pricing worksheet must be used for submission of the cost estimate.

Please complete the price sheet for each of the proposed completion dates identified in this RFB.

The rates submitted shall be considered valid for 60 days after the RFB due date and shall be considered valid throughout the project if the bidder is selected. The pricing asked for is unit based pricing and work is expected to be performed on a unit base. The quantities provided are only for a rough order of magnitude and the City shall not be bound to those quantities. The City reserves the right to purchase as many or few quantities of the priced units as they deem necessary.

3.0 Contractor Responsibilities

3.1 Meetings and Staff Coordination

The Contractor shall be required to attend progress meetings as requested by the City of Ammon, but in no case less than once a week. The Contractor shall be required to attend up to 10 meetings with Jurisdictional Authorities or other third parties as requested by the City of Ammon.

3.2 Adherence to Plans and Specifications

The Contractor shall adhere to the Construction Drawings and shall execute the work in accordance with the Specifications and all local, state and federal specifications, requirements and codes. The Contractor

shall notify the City of Ammon if deviations from the Construction Drawings are required. Notification shall be made prior to commencement of any work related to those deviations.

3.3 Redlines

The Contractor shall create, maintain and provide red-line drawings during the course of construction. These red-lines shall be updated in conjunction with work progress. On a weekly basis, the Contractor shall forward these red-line drawings to The City of Ammon or The City of Ammon's Representatives for review and approval. Copies of the red-lines shall be kept at the job site for the City of Ammon's review. The purpose of the red-line drawings shall be to indicate any variations in construction from the proposed Construction Drawings included with the Contract Documents. Red-line drawings shall include, but are not limited to, conduit installation offset distances from landmarks such as milepost, edge of pavement, bridges, underpasses, handholes, manholes, or other landmarks. The Contractor shall indicate an offset from these landmarks. Where long stretches occur, offset distances shall be taken at intervals of no more than fifty feet (50'), unless governed more stringently by a Jurisdictional Authorities. In areas where the proposed route experiences significant bends, offsets and station identifications shall be taken at the start and stop of each transition. The station location of all crossed utilities shall be identified, while also indicating the type, diameter and depth of cover. Redline as-builts shall indicate the depth of the installation, at or below finished grade, changes, and notes referencing any special construction such as irregular depth, steel plating, insulation barriers, concrete encasement, etc. Depth shall be indicated wherever offsets are required. The Contractor shall show wall to wall distances between manholes/handholes/buildings/structures on the red line drawings as determined by the mule tape measurements. Cable sequentials shall be indicated at ingresses and egresses of all handholes. The Contractor shall also provide a separate "bore log" indicating depth at 20' (minimum) increments along the running line/bore path.

3.4 Rights of Way

The Right-of-Way lines shown on the Construction Drawings are approximate. Any damage incurred to private property by the Contractor shall be paid for at the Contractor's expense. The Contractor shall be responsible for the safety and protection of the public and of public and private property on and around the construction sites. The Contractor shall notify the City of Ammon immediately of any injury to persons or damage to any public or private properties on or around construction sites. The Contractor shall abide by any and all applicable rules and regulations of the Jurisdictional Authorities concerning working on the right-of-way. Any penalties and/or fines for violations incurred while working on the right-of-way shall be the sole responsibility of the Contractor

3.5 Permitting

The Contractor will be responsible for obtaining all necessary permits prior to proceeding with construction work. Separate payment will not be made for the acquisition of permits, but shall be considered incidental to other items for which payment shall be made.

3.6 Utility Locates

The locations of existing underground utilities shown on the Construction Drawings are approximate and may not reflect actual field conditions. It is the Contractor's sole responsibility to locate any and all utilities in the work area prior to any construction activities. Separate payment will not be made for utility locates, potholing and other verification means, but shall be considered incidental to other items for which payment shall be made.

3.7 Materials

The City of Ammon will provide all fiber optic cable, innerduct (¾" and 1.25" HDPE), connectorized hardened drop cables, 1" PVC conduit for protectors, handholes, splice closures, ONT enclosures, ground wire for splice handholes and test station marker posts and MST's (Multiport Service Terminals) required for the project. The City of Ammon will provide and track these materials. The Contractor will be provided a tracking sheet to use for any of the before mentioned materials for the duration of the project. The Contractor will be completely responsible for any materials picked up from the City until acceptance of the installation by the City. The Contractor will be responsible for any materials that are required to complete the project not listed above. The Contractor's responsibility for these secondary materials relates to ordering, purchasing and tracking in order to meet the project schedule. Any damage that occurs to the cable, after the Contractor has taken responsible charge of the reel(s), shall be replaced in-kind by the Contractor at the Contractor's sole expense.

3.8 Traffic Control

The Contractor shall conduct his operations in such a manner as to leave all streets, access roads and driveways open to traffic at all times. The Contractor shall place and maintain proper barricades, lights, signs, and other required safeguards around obstructions as required by local, state and federal guidelines and codes. All traffic control devices and plans shall adhere to the Manual on Traffic Control Devices (MUTCD) and all applicable codes. It is the Contractor's responsibility to obtain all necessary traffic control permits from the agency having jurisdiction. Separate payment will not be made for Traffic Control, but shall be considered incidental to other items for which payment shall be made.

3.9 Daily Project Clean-Up Requirements

The Contractor shall maintain a clean and hazard free work area including but not limited to daily removal of all spoils, excess material, waste and sweeping of all affected roadway and sidewalk areas. Contractor shall remove from the site and dispose of all spoil, waste, and other unused excavated materials in accordance with all Jurisdictional Authorities. Where excavation is required in paved areas, restoration shall be completed immediately and prior to removal of traffic control. The Contractor shall not leave any sections of the trench open during non-work hours. The Contractor shall backfill all segments of the trench in adherence with the trench typicals and associated permits. The Contractor shall store all equipment, tools, material, etc. in a manner so as not to inhibit traffic flow or parking during working or non-working hours. All staging areas must receive final approval from the City of Ammon and other Jurisdictional Authorities. The City of Ammon shall assume no responsibility for the Contractor's equipment or materials. Security for the job areas is the responsibility of the Contractor. The Contractor shall comply with the security requirements of the right-of-way owners or other Jurisdictional Authorities.

3.10 Contractor's Construction Schedule

The Contractor shall submit a detailed resource-loaded construction schedule such as a Gant chart or excel spreadsheet detailing the appropriate tasks to track and manage the project for the City of Ammon's approval within 5 days of contract award. All schedules shall include the planned construction method(s), by location, with the associated quantities, manpower, equipment and planned production rates to complete the work. The Contractor's construction schedule shall be prepared in Microsoft Project or other City of Ammon approved format. The Contractor shall provide the City of Ammon a softcopy of this schedule. All schedule versions shall contain sufficient detail to ensure that The City of Ammon can measure the Contractor's progress on a daily basis throughout the project duration. The

Contractor shall provide updates to the schedule on a weekly basis or as required by the City of Ammon. If the Contractor fails to achieve the scheduled progress, the Contractor shall provide a “recovery schedule” indicating additional resources or acceleration efforts to maintain the contracted completion date. Full compliance with this section is a condition precedent to payment.

3.11 Inspection and Acceptance

All work shall be subject to the inspection and approval of the City of Ammon, and the Jurisdictional Authorities. The Contractor shall schedule the Work and provide adequate notifications to comply with any and all requirements for inspection. The City of Ammon’s representatives shall inspect workmanship and progress of work being performed. Where workmanship or installation deficiencies are observed, the City of Ammon’s representative shall discuss them immediately with the Contractor’s supervisors. The Contractor shall take measures to immediately and expeditiously correct any deficiencies to the satisfaction of the City of Ammon without impacting the installation schedule and at no additional cost to the City of Ammon. The City of Ammon’s representative shall have the right to stop work upon the Contractor’s refusal to immediately correct installation deficiencies. The integrity of the unused conduit and duct system shall be tested for continuity by use of a City of Ammon approved mandrel. The Contractor shall supply and install mule tape in one unused duct and jet-line or mule tape in the remaining unused conduits or ducts. Contractor shall notify the City of Ammon twenty-four (24) hours prior to all conduit/duct testing in writing. All testing shall be performed after any/all open excavations have been backfilled. The Contractor shall be solely responsible for the costs to repair any deficient duct installation. Once the conduit has been successfully tested, the Contractor shall furnish and install duct plugs/caps in accordance with manufacturers specifications. The Contractor shall take special precautions to tie off mule tape/jet-line ends to the duct plug to prevent the loss of mule tape/jet-line into the conduit. Upon notification to the City of Ammon by the Contractor of completion of the work, a City of Ammon representative, the Contractor’s representative, and a representative of the Jurisdictional Authorities shall jointly perform a "walk through" inspection of the work. The City of Ammon Representative shall, during this inspection, prepare a punch list of observed deficiencies. Upon receipt of the punch list, the Contractor shall correct all deficiencies in a timely manner not to exceed fourteen (14) days. Acceptance shall be granted when all deficiencies have been corrected to the satisfaction of the City of Ammon and all Jurisdictional Authorities.

3.12 Environmental Considerations

The Contractor shall install erosion control prior to construction activities. the Contractor shall be responsible for all erosion and sediment controls as mandated by the Jurisdictional Authorities. The Contractor shall immediately notify the City of Ammon if hazardous or contaminated materials are uncovered, encountered, revealed, or introduced at the job site. Following the notification, the Contractor shall provide a written report of the discovery. The Contractor shall immediately stop all work in the area affected by the condition and not resume work in the affected areas unless instructed in writing to do so by the City of Ammon. When corrective action or remediation of hazardous or contaminated material is made necessary or is caused by the Contractor’s fault or through negligence, the Contractor shall be responsible for all costs associated with the contamination. Cost responsibility shall include all costs relating to the identification of the contamination, testing, determination of remedial actions, removal and corrective measures associated with the encountered toxic or hazardous materials, and any other costs associated with the cleanup of the contamination. Delays resulting from the Contractor introducing hazardous material to work sites shall not become the basis for an extension

of time or additional compensation to complete the Contract. The Contractor is not responsible for disposal of hazardous waste materials not introduced by the Contractor.

3.13 Guarantee

Contractor shall warrant the Work and everything incorporated in the Work for one (1) year from Completion and repair and/or replace defective work or materials during such time at no cost to the City.

4.0 Detailed Description of Work

EXHIBIT 4.0-1 provides an example of the construction methods to be applied to a typical neighborhood. This includes how many ducts, where to place handholes and MST's to feed the various homes along the route. The following sections define the various construction types that are to be priced in the pricing section of this RFB and **EXHIBIT 4.0-2** provide a set of Construction Typical to be followed during construction activity.

4.1 OSP Specifications and Requirements

4.1.2 Slack Loops

Fiber optic cable slack loops shall be placed in all handholes. 100' distribution cable slack loops shall be placed in all 30"x48"x24" handholes. 8' MST tail slack loops shall be placed in all MST handholes (17"x30"x24").

4.1.4 Fiber Sizes being used

Single armor, single jacket cables with loose tube construction, in counts of 432, 288, 144, 96, 72, 48 and 24, will be installed on this project. The fiber optic cable will adhere to ITU-T G.652D. 6-port MST's (Multiport Service Terminals) with variable-length tails, up to 2000', will be installed on this project. Flat single-fiber, single-mode, hardened SC APC connectorized (connectorized on MST end only) dielectric drop cable with incorporated 24AWG locator wire will be installed on this project. The splicing of the MST tails to the feeder/distribution cables and the connectorized drop cables to the ONT (Optical Network Terminal) at the house will be completed by the City of Ammon.

5.0 Detailed Specification of Unit Pricing Line Items

5.1 Innerduct/Conduit Installation

5.1.1 Directional Bore 1-1.25" HDPE (SDR 13.5) Innerduct with Restoration

Payment at the contract unit price per linear foot for "Directional Bore One (1) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins and duct couplings be made to ensure that elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a

minimum depth of 36". No bore pits or potholes shall be left open overnight without the approval of the City of Ammon Public Works Department. Upon approval, all open bore pits or potholes shall be properly guarded or barricaded to prevent damage or injury. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor is to use proper dewatering and containment methods for removal and disposal of bore water and any and all additives for wall stabilization. Mule tape or pull rope shall be placed in all vacant innerduct for future use by the city of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.1.2 Directional Bore 2-1.25" HDPE (SDR 13.5) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Directional Bore Two (2) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins and duct couplings be made to ensure that elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a minimum depth of 36". No bore pits or potholes shall be left open overnight without the approval of the City of Ammon Public Works Department. Upon approval, all open bore pits or potholes shall be properly guarded or barricaded to prevent damage or injury. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor is to use proper dewatering and containment methods for removal and disposal of bore water and any and all additives for wall stabilization. Mule tape or pull rope shall be placed in all vacant innerduct for future use by the city of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.1.3 Directional Bore 3-1.25" HDPE (SDR 13.5) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Directional Bore Three (3) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins and duct couplings be made to ensure that elevations remain straight as

possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a minimum depth of 36". No bore pits or potholes shall be left open overnight without the approval of the City of Ammon Public Works Department. Upon approval, all open bore pits or potholes shall be properly guarded or barricaded to prevent damage or injury. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor is to use proper dewatering and containment methods for removal and disposal of bore water and any and all additives for wall stabilization. Mule tape or pull rope shall be placed in all vacant innerduct for future use by the city of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.1.4 Directional Bore 4-1.25" HDPE (SDR 13.5) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Directional Bore Four (4) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins and duct couplings be made to ensure that elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a minimum depth of 36". No bore pits or potholes shall be left open overnight without the approval of the City of Ammon Public Works Department. Upon approval, all open bore pits or potholes shall be properly guarded or barricaded to prevent damage or injury. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor is to use proper dewatering and containment methods for removal and disposal of bore water and any and all additives for wall stabilization. Mule tape or pull rope shall be placed in all vacant innerduct for future use by the city of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.1.5 Plow One (1) – 1.25" HDPE (SDR 13.5) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Plow One (1) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins

and duct couplings be made to ensure that elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a minimum depth of 36". All excavations left open overnight shall be properly guarded barricaded to prevent damage or injury. The contractor shall install bright orange warning tape 12" below existing grade. Mule tape or pull rope shall be placed in all vacant duct for future use by the city of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.1.6 Plow Two (2) – 1.25" HDPE (SDR 13.5) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Plow Two (2) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins and duct couplings be made to ensure that elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a minimum depth of 36". All excavations left open overnight shall be properly guarded barricaded to prevent damage or injury. The contractor shall install bright orange warning tape 12" below existing grade. Mule tape or pull rope shall be placed in all vacant duct for future use by the City of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.1.7 Plow Three (3) – 1.25" HDPE (SDR 13.5) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Plow Three (3) - 1.25" HDPE (SDR 13.5) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor shall provide and install all necessary duct plugs and duct couplers. Placement of these items shall be by generally accepted industry standards. Separate payment will not be made for duct plugs and duct couplers and shall be considered incidental to other items for which payment shall be made. The Contractor shall have the full responsibility to ensure tie ins and duct couplings be made to ensure that elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal. All innerduct shall have a minimum depth of 36". All excavations left open overnight shall be properly guarded barricaded to prevent damage or injury. The

contractor shall install bright orange warning tape 12" below existing grade. Mule tape or pull rope shall be placed in all vacant duct for future use by the City of Ammon. Separate payment will not be made for the installation of mule tape or pull rope. The Contractor shall restore the work area to original or better condition following the completion of the work. The Contractor shall in his prebid survey determine soil conditions. If rock is encountered that will prohibit the installation of conduit at the proper depth, the conditions must be reviewed with the City of Ammon and possible relief for depth of cover may be granted.

5.2 Handhole Placement

5.2.1 Install 30"x48"x24" Traffic Rated Split-Lid Handhole In Grass With Restoration

Payment at the contract unit price per each for "Install 30"x48"x24" Traffic Rated Spit-Lid Handhole in Grass With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown in the details on the Construction Drawings and at the locations shown on the Construction Drawings. The handholes will be provided by the City of Ammon. All handholes shall be bedded on an 8"(minimum) base of $\frac{3}{4}$ " crushed stone or pea gravel placed on filter fabric. A wire mesh shall be placed at the bottom of each handhole and overlapped on all outside edges by a minimum of 6" to prevent rodent ingress. The rodent-deterrent mesh shall be 4 Mesh Galvanized Welded 23 Gauge Mesh (4 Mesh/Inch) manufactured by TWP Inc. or approved equivalent. All handholes shall be backfilled with clean native soils and compacted to 95% of the maximum dry density and optimum moisture content per ASTM D 698 (Standard Proctor). The Contractor shall furnish and install a 1/2" x 5' copper clad ground rod in each splice location handhole. Separate payment shall not be made for the ground rod and lug. The Contractor shall provide a lug on the end of each exposed ground rod for attachment of ground wire by City of Ammon. All disturbed areas shall be seeded or sodded at the City of Ammons discretion. All innerduct shall enter the handhole at an angle not to exceed 20 degrees from the horizontal for ease of access and cable placement. The innerduct should be stubbed into the handhole at a sufficient length to allow for proper cable storage and placement of splice closures.

5.2.2 Install 30"x48"x24" Traffic Rated Split-Lid Handhole In Pavement With Restoration

Payment at the contract unit price per each for "Install 30"x48"x24" Traffic Rated Spit-Lid Handhole in Pavement With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown in the details on the Construction Drawings and at the locations shown on the Construction Drawings. The handholes will be provided by the City of Ammon. All handholes shall be bedded on an 8" (minimum) base of $\frac{3}{4}$ " crushed stone or pea gravel placed on filter fabric. All handholes shall be backfilled with clean native soils and compacted to 95% of the maximum dry density and optimum moisture content per ASTM D 698 (Standard Proctor). The Contractor shall install a 1/2" x 5' copper clad ground rod in each splice location handhole. The Contractor shall provide a lug on the end of each exposed ground rod for attachment of ground wire by City of Ammon. All paved surfaces that are required to be removed per the Construction Drawings shall be removed and replaced per City of Ammon requirements and specifications. All innerduct shall enter the handhole at an angle not to exceed 20 degrees from the horizontal for ease of access and cable placement. The innerduct should be stubbed into the handhole at a sufficient length to allow for proper cable storage and placement of splice closures.

5.2.3 Install 17"x30"x24" Non-Traffic Rated Handhole in Grass With Restoration

Payment at the contract unit price per each for "Install 17"x30"x24" Non-Traffic Rated Handhole in Grass With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown in the details on the Construction Drawings and at the locations shown on the Construction Drawings. The handholes will be provided by the City of Ammon. All handholes shall be bedded on an 8" (minimum) base of $\frac{3}{4}$ " crushed stone or pea gravel placed on filter fabric. A wire mesh shall be placed at the bottom of each handhole and overlapped on all outside edges by a minimum of 6" to prevent rodent ingress. The rodent-deterrent mesh shall be 4 Mesh Galvanized Welded 23 Gauge Mesh (4 Mesh/Inch) manufactured by TWP Inc. or approved equivalent. All handholes shall be backfilled with clean native soils and compacted to 95% of the maximum dry density and optimum moisture content per ASTM D 698 (Standard Proctor). The Contractor shall install MST's (Multiport Service Terminals) at all locations shown on the Construction Drawings using MST manufacturer's mounting brackets and adhering to manufacturer's installation specifications. All disturbed areas shall be seeded or sodded at the City of Ammons discretion. All innerduct shall enter the handhole at an angle not to exceed 20 degrees from the horizontal for ease of access and cable placement. The innerduct should be stubbed into the handhole at a sufficient length to allow for proper cable storage and placement of MST's.

5.2.4 Install 17"x30"x24" Non-Traffic Rated Handhole in Pavement with Restoration

Payment at the contract unit price per each for "Install 17"x30"x24" Traffic Rated Handhole in Pavement With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown in the details on the Construction Drawings and at the locations shown on the Construction Drawings. The handholes will be provided by the City of Ammon. All handholes shall be bedded on an 8" (minimum) base of $\frac{3}{4}$ " crushed stone or pea gravel placed on filter fabric. All handholes shall be backfilled with clean native soils and compacted to 95% of the maximum dry density and optimum moisture content per ASTM D 698 (Standard Proctor). The Contractor shall install a 5/8" x 8' copper clad ground rod in each splice location handhole. The Contractor shall provide a lug on the end of each exposed ground rod for attachment of ground wire by City of Ammon. All paved surfaces that are required to be removed per the Construction Drawings shall be removed and replaced per City of Ammon requirements and specifications. All innerduct shall enter the handhole at an angle not to exceed 20 degrees from the horizontal for ease of access and cable placement. The innerduct should be stubbed into the handhole at a sufficient length to allow for proper cable storage and placement of splice closures.

5.2.5 Install 10" Round Handhole in Grass with Restoration

Payment at the contract unit price per each for "Install 10" Round Handhole in Grass with Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The handholes will be provided by the City of Ammon. All handholes shall be bedded on an 8" (minimum) base of $\frac{3}{4}$ " crushed stone or pea gravel placed on filter fabric. All handholes shall be backfilled with clean native soils and compacted to 95% of the maximum dry density and optimum moisture content per ASTM D 698 (Standard Proctor). These handholes will be used for terminating drop duct and pulling drop cables only.

5.3 Cable Placement

5.3.1 Place Fiber Optic Cable in 1.25" HDPE Innerduct

Payment at the contract unit price per linear foot for "Place Fiber Optic Cable in 1.25" HDPE Innerduct" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. All cable for this project will be supplied by the City of Ammon. The cable shall be installed per manufacturer's specifications. Each reel of fiber optic cable will be tested at the factory. The Contractor may, at their discretion, reel test the fiber cable prior to installation and at the time of acceptance of the reel from the City of Ammon. The Contractor assumes responsibility of the fiber cable upon receipt until Acceptance by The City of Ammon. The Contractor shall maintain comprehensible two-way radio communication among crew members at all times during fiber optic cable installation. The Contractor shall, to the best of their ability, install the fiber optic cable in the most consistent manner throughout the duct system. This shall include, but is not limited to, installation within the same color or location of duct. This includes, but is not limited to, storage of the cable prior to installation, overnight protection because the entire cable was not installed prior to stopping Work for the day, and during transportation to the jobsite. If the cable is left overnight in the field, the Contractor shall provide by a City of Ammon Construction Manager approved means of protection such as steel reel cans or night watchman. The Contractor shall also not continue work after dark without proper lighting that is approved by the City of Ammon Construction Manager. The Contractor shall leave slack coils as shown on the Construction Drawings and/or as directed by the City of Ammon's field representative. Cable slack coils shall have a radius no smaller than ten (10) times the outside diameter of the cable unless more stringent guidelines are recommended by the manufacturer. The Contractor shall leave one hundred feet (100') of cable slack coiled in handholes that will be utilized for splicing as shown on the Construction Drawings or as specified by the City of Ammon's field representative. In all other handholes, the Contractor shall leave slack as noted on Contract Drawings, or as directed by the City of Ammon. All cable slack shall be neatly coiled and secured with zip ties or black electrical tape. The Contractor shall rack all slack coils to the handhole racking. The Contractor shall furnish and install simplex duct plugs upon cable installation. Duct plugs shall be installed to ensure watertight seal between the cable and the conduit. The Contractor shall avoid bends of small radii and twists that may damage the fiber optic cable. During installation, the Contractor shall not bend cable in a radius less than twenty (20) times the outside diameter of the cable. The Contractor shall utilize pulleys, sheaves, radius wheels, or other devices to meet this requirement. The Contractor shall not pull the cable with more than six hundred (600) pounds of dynamic tension and shall use a breakaway swivel. The Contractor shall use safeguards such as adjustable slip clutch capstan winches or pulling dynamometers. The Contractor shall be responsible for proving that all safeguards have been calibrated and demonstrate their functionality. The Contractor shall utilize cable lubrication to reduce pulling tension using Polywater F, or a City of Ammon approved equivalent. The Contractor shall install the cable into the conduit system without splices in the fiber optic cable except where noted on the Construction Drawings. The Contractor shall not cut the fiber optic cable without prior written approval from the City of Ammon. Any and all damages to the cable caused by or discovered by the Contractor shall be immediately reported to the City of Ammon's field representative. Upon notification, the City of Ammon will instruct the Contractor as to action necessary for cable repair or replacement. The Contractor shall dispose of all reels in an appropriate manner. Any unused cable shall be returned to the City of Ammon as directed by the City of Ammon's field representative. The Contractor shall properly dispose of any cable determined to be "unusable" by the City of Ammon. No figure eight (8) machines

shall be used to place fiber optic cable. The Contractor shall redline drawings to produce and submit to the City of Ammon as-built drawings of the installed fiber optic cable. Red line drawings shall be completed by the Contractor. Red line drawings shall include:

- At EVERY handhole, verification of the occupied duct (e.g. Orange duct entering, Blue duct leaving).
- At EVERY handhole, the Contractor must write down sequential footage markings at the handhole entry point for each cable. There should be two separate footages at each location with the footage recorded being correctly labeled as to its direction and location (i.e. 5005' – North cable at Handhole POE; 3001' – South cable at Handhole POE).
- At EACH splice handhole, the Contractor must write down sequential footage markings at the handhole entry point and at the butt of the splice enclosure for each cable. There should be four separate footages at each butt splice location with each footage recorded being correctly labeled as to its direction and location (i.e. 5005' – North cable at Handhole POE; 5055' – North cable at entrance of splice enclosure; 3001' – South cable at Handhole POE; 2051 – South cable at entrance of splice enclosure).

5.4 Multiport Service Terminal (MST) Installation

5.4.1 Install MST in Handhole

Payment at the contract unit price per each for "Install MST in Handhole" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. All MST's will be supplied by the City of Ammons. The Contractor shall install each MST in the handhole by use of brackets (supplied by City of Ammons). Installation shall be by strict manufacturer's specifications. The MST's shall be affixed to the interior walls of the handhole with screws and included mounting bracket. The MST's are manufactured with various lengths of tails.

5.5 Drop Duct Installation

5.5.1 Plow 3/4" HDPE (SDR 11) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Plow 3/4" HDPE (SDR 11) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor MUST coordinate with the City of Ammon to notify the individual homeowner the construction activities will take place on their property. The Contractor shall familiarize himself with the property and note the location of all sprinkler lines/heads and any other obstacles in the path of the plow. Any and all damages that occur to the homeowner's property as a result of the Contractor's work shall be quickly restored to original or better condition at the Contractor's sole expense. The 3/4" HDPE innerduct shall be placed at a minimum depth of 18" from the handhole to the house. Variations from this minimum shall be noted on the redlines along with the location/path of innerduct on private property. At the face of the house, the innerduct shall be gradually swept upward for attachment to the protector conduit to be placed on the side of the house.

5.5.2 Trench 3/4" HDPE (SDR 11) Innerduct With Restoration

Payment at the contract unit price per linear foot for "Trench 3/4" HDPE (SDR 11) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor MUST coordinate with the City of Ammon to notify the individual homeowner the construction activities will take place on their property. The Contractor shall familiarize himself with the property and note the location of all sprinkler lines/heads and any other obstacles in the path of the trench. Any and all damages that occur to the homeowner's property as a result of the Contractor's work shall be quickly restored to original or better condition at the Contractor's sole expense. The 3/4" HDPE innerduct shall be placed at a minimum depth of 18" from the handhole to the house. Variations from this minimum shall be noted on the redlines along with the location/path of innerduct on private property. At the face of the house, the innerduct shall be gradually swept upward for attachment to the protector conduit to be placed on the side of the house.

5.5.3 Directional Bore 3/4" HDPE (SDR 11) Innerduct With Restoration.

Payment at the contract unit price per linear foot for "Bore 3/4" HDPE (SDR 11) Innerduct With Restoration" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. The innerduct will be provided by the City of Ammon. The Contractor is responsible for the location/potholing of any/all utilities in the work corridor. Separate payment will not be made for utility potholing/locating and shall be considered incidental to other items for which payment shall be made. The Contractor MUST coordinate with the City of Ammon to notify the individual homeowner the construction activities will take place on their property. The Contractor shall familiarize himself with the property and note the location of all sprinkler lines/heads and any other obstacles in the path of the plow. Any and all damages that occur to the homeowner's property as a result of the Contractor's work shall be quickly restored to original or better condition at the Contractor's sole expense. The 1" HDPE innerduct shall be placed at a minimum depth of 18" from the handhole to the house. Variations from this minimum shall be noted on the redlines along with the location/path of innerduct on private property. At the face of the house, the innerduct shall be gradually swept upward for attachment to the protector conduit to be placed on the side of the house.

5.6 Connectorized Drop Cable Installation

5.6.1 Place Connectorized, Hardened Drop Cable in 3/4" HDPE Innerduct

Payment at the contract unit price each for "Place Connectorized, Hardened Drop Cable in 3/4" HDPE Innerduct" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings. All drop cables (of varying lengths) will be supplied by the City of Ammons. The pulling eye on the connector cap is designed for a maximum of 100 pounds of pulling tension. The Contractor shall plug each connectorized end of drop cable into MST port and route cable through 3/4" HDPE innerduct to house. The Contractor shall place a tag (supplied by the City of Ammon) on each drop cable in the handhole indicating the serving address. The address shall be written using a permanent marker. The connectorized cables are manufactured in varying lengths.

5.7 ONT Enclosure Installation

5.7.1 Install ONT Enclosure With 1" PVC Protector

Payment at the contract unit price per each for "Install ONT Enclosure With 1" PVC Protector" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction drawings. All ONT enclosures and PVC Conduit will be provided by the City of Ammons. The contractor shall mount the ONT enclosure on the house per City of Ammon's requirements and manufacturer's specifications. A 1" PVC protector conduit shall be affixed to the house using u-brackets. The 1" PVC protector shall run from 6' below grade, up the face of the exterior of the house and into the ONT enclosure. The Contractor shall stub the ¾" HDPE innerduct into the 1" PVC protector at 6" below grade.

5.8 Marker Posts

5.8.1 Install Standard Marker Post

Payment at the contract unit price per each for "Install Standard Marker Post" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings and in accordance with the details shown on the Construction Drawings. All standard marker posts will be provided by the City of Ammons. The Contractor shall install the standard marker posts in strict accordance with the manufacturer's specifications and guidelines. The Contractor shall exercise care when placing the marker posts as not to damage existing cabal infrastructure and other utilities.

5.8.2 Install Test Station Marker Post

Payment at the contract unit price per each for "Install Test Station Marker Post" shall be full compensation for all labor, tools and equipment necessary or incidental to complete the work as shown on the Construction Drawings and in accordance with the details shown on the Construction Drawings. All test station marker posts will be provided by the City of Ammons. The Contractor shall install the test station marker posts in strict accordance with the manufacturer's specifications and guidelines. The Contractor shall exercise care when placing the marker posts as not to damage existing cabal infrastructure and other utilities. The Contractor shall install all ground wires/lead wires and busses as shown in the details on the Construction Drawings based on the location and number of cables entering and exiting the handhole. The Contractor shall place a ¾" HDPE (SDR 11) from handhole to test station marker post and terminate all lead wires on lexan test station insert at the top of the marker post. The contractor shall provide sufficient lengths of ground/lead wire in the handhole for connection to the splice case and ground rod by City of Ammons forces. The wires shall be neatly coiled and taped with electrical tape.

5.9 Building Entrances

5.9.1 Central Office Data Center

No entrance to the building is necessary. Contractor will be responsible for bringing ducts into the existing vault at the edge of the street and then pulling fiber into the vault and coiling up approximately 1200 feet.

5.9.2 Network Node 11 – Castelli and 21st Street

No entrance to the building is necessary. Contractor shall be responsible for bringing 3 ducts into the existing 2' x 6' vault outside the building and coiling up 150' of cable in the vault.

5.9.3 Network Node 10 – 4303 25th East

No entrance to the building is necessary. Contractor shall be responsible for bringing 3 ducts into the existing 2' x 6' vault outside the building and coiling up 150' of cable in the vault.

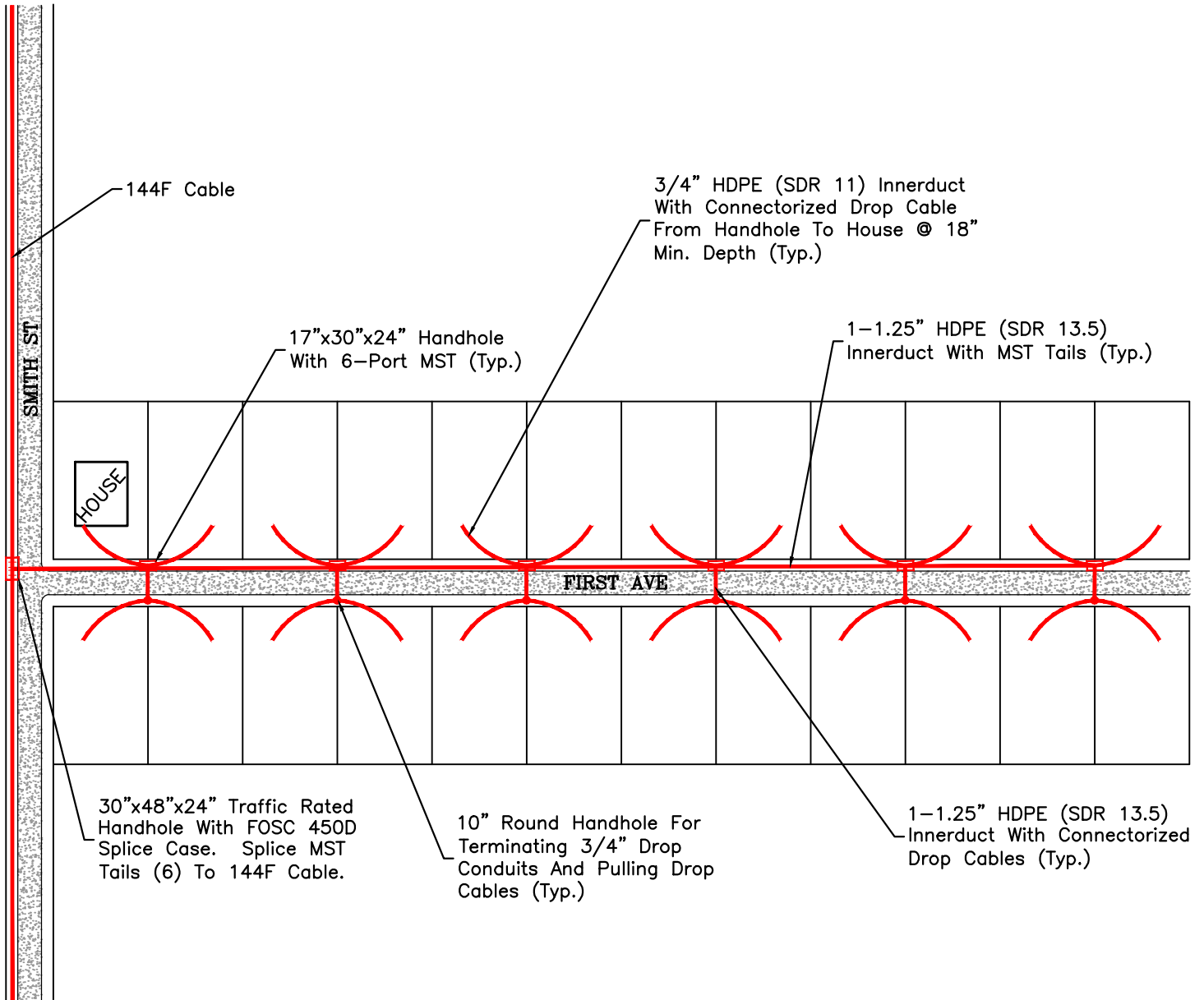
5.10 Other OSP work Items

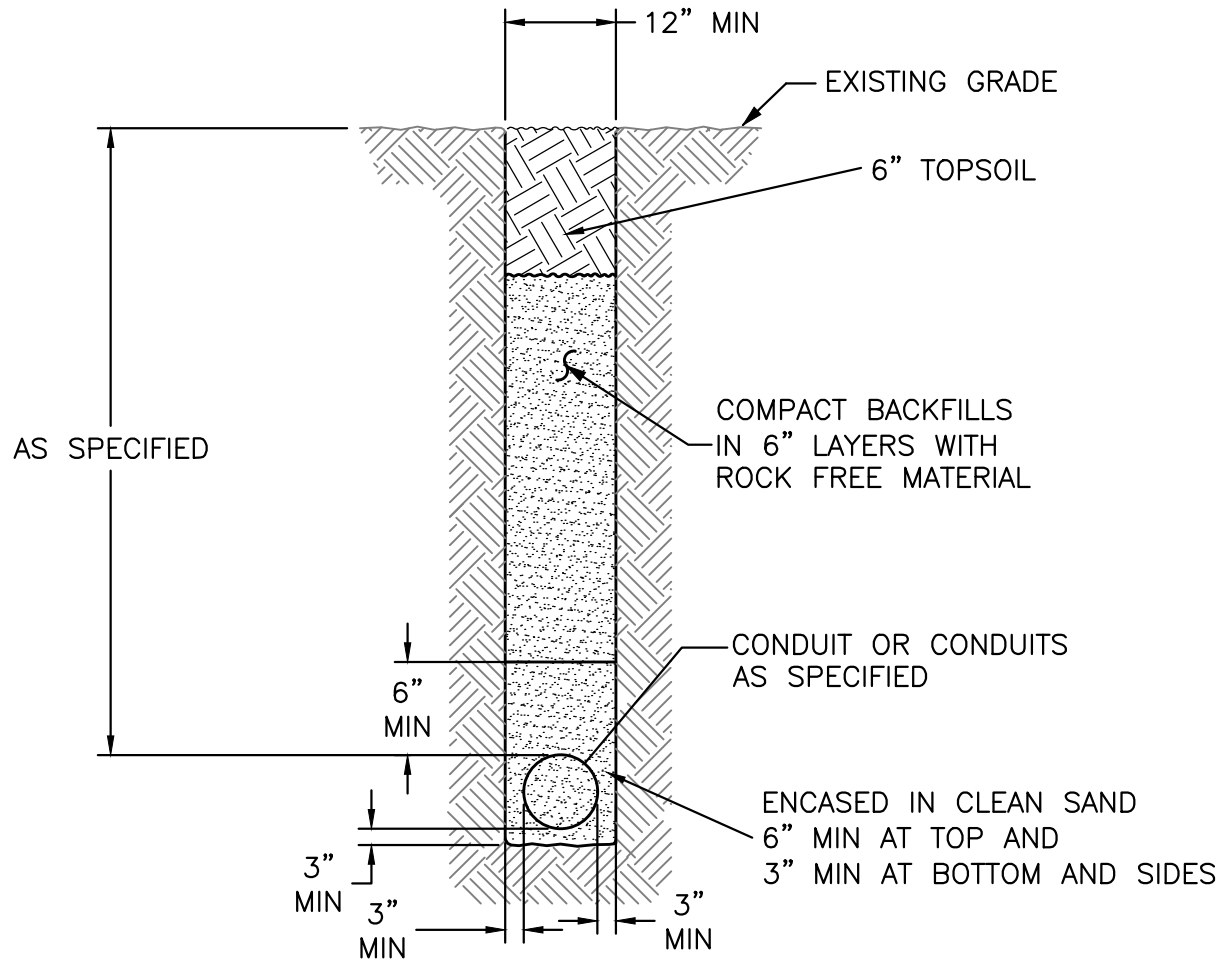
5.10.1 Proofing Duct

The integrity of the conduit and duct system shall be tested for continuity by use of a mandrel. Mandrels shall be approximately six inches (6") long with a diameter equal to eighty-five percent (85%) of the nominal duct diameter. Each end of the mandrel shall be fashioned with rubber washers. The mandrel enables Contractor to ensure continuity from point to point as well as delineating any deficiencies (e.g., kinks, separations) in the conduit system. All testing will be performed after the trench has been properly backfilled and compacted. Contractor shall purge the duct prior to testing to remove any accumulated debris (e.g., rocks, soil) and/or water. Contractor shall provide 24 hours' notice to The City of Ammon prior to proofing. The Contractor will proof each duct by pulling or jetting the mandrel through the duct from one access point (handhole or manhole) to the next access point. Contractor will repair any deficiencies in the conduit system detected by the testing process. Once the deficiency has been repaired, Contractor will perform the testing process until continuity has been established. During the proofing process, Contractor will install Jet-line or equivalent in conduits or ducts to facilitate cable placement.

Contractor shall record wall to wall distances on the redlines. Upon completion of the proofing process and mule tape/pull rope installation, all ducts shall be plugged with duct plugs/caps and mule tape/Jet-line shall be tied off. Once cable has been installed, a simplex duct plug shall be installed. Separate payment will not be made for duct proofing, but shall be considered incidental to other items for which payment shall be made.

CITY OF AMMON—TYPICAL FTTH CONSTRUCTION





TRENCH & PLACE CONDUIT

NOT TO SCALE



2135 South Ammon Road, Ammon, Idaho 83406

Fiber Optic Local Improvement District No. 1



OWNER:

CITY OF AMMON
2135 South Ammon Road
Ammon, ID 83406

DESIGNED:

CITY OF AMMON
2135 S. AMMON RD.
AMMON, ID 83406

JULY 2016

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1.0 Project Overview

1.1 Background

On May 19, 2016, the City of Ammon passed an Ordinance creating Fiber Optic Local Improvement District No. 1 for the City of Ammon, Booneville County, Idaho herein after referred to as the “City”. The Local Improvement District (LID) was created to provide Fiber-to-the-Home (FTTH) broadband infrastructure to residents in Ammon, Idaho. Pursuant to this Ordinance, the City is planning a fiber optic improvement project that includes three (3) separate neighborhoods. They include: Mountain Valley, Felt & Waite/Stonehaven and The Villas/Cottages.

The plan includes providing FTTH broadband infrastructure and services to residents that have chosen to participate in the program. This network is an extension of the existing city broadband infrastructure to deliver high capacity interconnections to each opted in subscriber.

The network is in the final stages of design and construction of the network is to begin immediately after the RFB selection is made in the summer of 2016. The network will have to possible completion dates Option A – the end of November 2016 and Option B – the end of April 2017. This RFB is for the materials and equipment for the construction of the FTTH network for three neighborhoods.

1.2 Purpose

The City of Ammon is requesting responses to the Request for Bid (RFB) for outside plant construction materials and equipment to construct a FTTH network for the three neighborhoods that make up the Fiber Optic Local Improvement District No. 1 in the City of Ammon, ID.

1.3 Summary

The City of Ammon is requesting pricing for all materials as stated in attached pricing sheet, vendors may opt to price all items or select items suited to their capabilities. Material with equal specifications may be substituted. The selected vendor is expected to deliver all ordered materials and equipment in a timely manner to the designated location. All materials and equipment shall have a minimum of a one (1) year replacement warranty. Any materials or equipment deviations from original items as listed in the Pricing Sheet shall be accompanied with full specifications and are subject to approval by the City of Ammon.

2.0 Bid Submission

2.1 Material Pricing and Delivery Requirements:

Materials are expected to be generally available from the bidder. Orders shall be delivered and on site within 2 weeks of order date. Materials not generally stocked by bidder must be identified in bid response requiring more than 2 weeks of lead time must be identified by bidder in bid response along with a plan to mitigate order delivery delays.

Submitted pricing must be valid until 4/31/2017.

2.2 Bid Due Date

Bids must be received no later than: July 19th, 2016 at 10:30 AM local time.

2.3 Bid Submission Requirements

Sealed bids must be returned to:

City of Ammon
ATTN: Fiber LID
2135 S. Ammon RD.
Ammon, ID 83406

Pricing must be completed and returned in the included Excel workbook.

Other qualification and bid information can be submitted in PDF or Word format.

Late bids will not be accepted. It is the responsibility of the offeror to ensure that the bid is received by the City of Ammon on or before the bid due date and time.

2.4 Information Required

2.4.1 Cover

The cover of the bid shall include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

2.4.2 Pricing

Provide a complete price estimate for the project. A pricing worksheet has been provided for Bidders to use for the cost estimate. The pricing worksheet is included within **EXHIBIT 2.4.2-1** and is an attachment to this RFB. The pricing worksheet must be used for submission of the cost estimate. All warranty information shall be provided for each item priced.

Please complete the price sheet for each of the proposed completion dates identified in this RFB.

The pricing submitted shall be considered valid for 30 days after the RFB due date and shall be considered valid throughout the project if the bidder is selected. Unit based pricing shall be provided by the vendor. The quantities provided are only for a rough order of magnitude and the City shall not be bound to those quantities. The City reserves the right to purchase as many or few quantities of the priced units as they deem necessary.

EXHIBIT 2.4.2-1
IFB Pricing Sheets

City of Ammon
RFB xxxxxxxx
Appendix XXXXX
Pricing Sheet
Material

Item	Manufacture	Part Number	Description	Unit Qty	Unit	Unit Price	Est. Total Qty Units	Est. Total Price
1.00			Duct					
1.01	Arnco / Dura-Line	NA	1.25 SDR 13.5 HDPE duct, Orange, smooth outside with ribbed inside		LF		40449	\$ -
1.02	Arnco / Dura-Line	NA	.75 SDR 11 HDPE duct, Orange, smooth outside with ribbed inside		LF		18600	\$ -
1.03	Arnco / Dura-Line	NA	1.25 SDR 13.5 HDPE duct, Orange, smooth wall		LF		40449	\$ -
1.04	Arnco / Dura-Line	NA	.75 SDR 11 HDPE duct, Orange, smooth wall		LF		18600	\$ -
2.00			Handholes					
2.01	Hubbell	PG3048HS00	30"x48"x24" Deep Traffic rated split lid		EA		22	\$ -
2.02	Hubbell	C10173002A	17"x30"x24" Deep non-traffic rated		EA		86	\$ -
2.03	Charles Ind	P100010AGGTHXXX	10" x 10" Round Polyethylene handhole, green base & cover		EA		95	\$ -
3.00			Marker Post					
3.01	Maloney	LineMRKR	LineMRKR Dome marker post with logo and contact information		EA		20	\$ -
3.02	Maloney	Test Station / LineMRKR	Test station / LineMRKR Combination, with logo and contact information		EA		22	\$ -
3.03	Carlton	CPM100	1" wrap around Fiber marker tags with logo and contact information		EA		500	\$ -
4.00			Splice					
4.01	TE Connectivity	FOSC 450-D6-6-72-2-D6V	Splice Case 450D		EA		22	\$ -
5.00			Grounding					
5.01	ERICO	611350	Copper clad ground rod 1/2"x5'		EA		208	\$ -
5.02	ERICO	CP58	Silican bronze ground rod clam, 1/2" - 5/8" ground rods, #10 solid - #2 stranded wire		EA		208	\$ -
5.03	TBD	NA	#6 Bare solid ground wire		LF		4160	\$ -
6.00			Fiber Optic Cable					
6.01	Prysmian	F-ETH 1A1J-12-ES-024-E1	24 fiber single jacket armored loose tube		LF		1000	\$ -
6.02	Prysmian	F-ETH 1A1J-12-ES-048-E1	48 fiber single jacket armored loose tube		LF		1000	\$ -
6.03	Prysmian	F-ETH 1A1J-12-ES-072-E1	72 fiber single jacket armored loose tube		LF		6000	\$ -
6.04	Prysmian	F-ETH 1A1J-12-ES-144-E1	144 fiber single jacket armored loose tube		LF		7000	\$ -
6.05	Prysmian	F-ETH 1A1J-12-ES-288-E1	288 fiber single jacket armored loose tube		LF		13500	\$ -
7.00			Multiport Service Terminal (MST)					
7.01	CommScope	MST - 06 RH00 - B0200U	6 Port MST - 200' tail		EA		24	\$ -
7.02	CommScope	MST - 06 RH00 - B0500U	6 Port MST - 500' tail		EA		24	\$ -
7.03	CommScope	MST - 06 RH00 - B0750U	6 Port MST - 750' tail		EA		24	\$ -
7.04	CommScope	MST - 06 RH00 - B1000U	6 Port MST - 1000' tail		EA		24	\$ -
8.00			Drop Cable					
8.01	CommScope	FHD-J01B-0100F	100' Standard APC SC Single ended locatable drop cable		EA		56	\$ -
8.02	CommScope	FHD-J01B-0150F	150' Standard APC SC Single ended locatable drop cable		EA		56	\$ -
8.03	CommScope	FHD-J01B-0200F	200' Standard APC SC Single ended locatable drop cable		EA		56	\$ -
8.04	CommScope	FHD-J01B-0250F	250' Standard APC SC Single ended locatable drop cable		EA		19	\$ -
9.00			Optical Network Terminal (ONT)					
9.01	Vertual Gateway Labs	SteelGate -M8105	ONT		EA		186	\$ -
9.02	Corning	FNI-NGI-U1010	ONT enclosure		EA		186	\$ -
9.03	CyberPower	CS24C12V2-E	Power Supply / Battery Backup		EA		186	\$ -

10.00

10.01	Commscope (ADC)	NGF-TB1MLUL0ZD020
10.02	Commscope (ADC)	RAC-7A01060
10.03	Commscope (ADC)	E-501-11115
10.04	Commscope (ADC)	E-501-L139-HD
10.05	Commscope (ADC)	LSX-LL1242-A-SPL
10.06	Great Lakes	4PM6-24
10.07	Great Lakes	CMR45U

ISP

144 SC/APC Termination Block w/30M pigtail
7FT x 23" Rack Putty White
Lower Trough Kit 8"
7FT Interbay Management Panel 8"
288 Position Panel SC/APC stranded indoor pigtail
4 Post Equipment Rack
Cable Management Rack

EA	1	\$	-
EA	1	\$	-
EA	1	\$	-
EA	1	\$	-
EA	2	\$	-
EA	1	\$	-
EA	1	\$	-

Estimated Total Price \$ -

CITY OF AMMON
BONNEVILLE COUNTY, IDAHO

RESOLUTION NO. 2016-

(Establishing Fees for Fiber Optic Utility Rates)

A RESOLUTION ESTABLISHING, COMPILING AND PUBLISHING THE RATES TO BE CHARGED BY THE CITY OF AMMON FOR FIBER OPTIC UTILITY RATES; RELATED FEES AND REGULATIONS; EQUIPMENT CHARGES; DELINQUENT PAYMENT PROCEDURES; LATE FEE CHARGES; RETURN CHECK PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, THE CITY OF AMMON, Bonneville County, Idaho, has adopted, by Ordinance the provisions establishing a City owned Fiber Optic System to provide broadband infrastructure to meet the needs of the community; and

WHEREAS, the City Ordinances of the City of Ammon provides that billing rates and fees for Fiber Optic Access are to be established by resolution of the Council and posted in the Clerk's office and may be amended from time to time by resolution; and

WHEREAS, the City desires to establish a Municipal Fiber Optic Utility for Access to the Fiber Optic Infrastructure by Fiber Property Landowners and Residents.

WHEREAS, the City Council has examined the proposed rates and have determined, and hereby find, that such rates should be set to meet expenses of operation, maintenance, repairs, and other appropriate charges;

NOW THEREFORE, be it hereby resolved by the Mayor and City Council of the City of Ammon, Bonneville County, Idaho as follows:

Section 1.

That the City Council does hereby find that the charges and rates as set forth in this Resolution for the services which shall be provided are reasonable and in reasonable relationship to the cost of the services to be provided.

Section 2.

That a copy of this Resolution shall be posted in the Clerk's Office and subject to examination by any interested party.

Section 3.

Pursuant to the provisions of Section 8-9-16 of the Codified Ordinances of the City of Ammon, State of Idaho, the rates for fiber optic services furnished by the City as set forth in the following Schedule of Charges are hereby established and adopted which are hereby made effective.

The following Monthly Fiber Optic Utility rates shall be effective upon connection to the Ammon Fiber Optic System as follows:

Residential:

Basic 1Gbps Rate:	\$14.00	Basic Residential 10Gbps Rate:	\$26.00
Basic 1Gbps Portal:	\$ 1.00	Basic 10Gbps Portal:	\$ 1.00
Four Basic 1Gbps (RJ45) Ports:	<u>\$ 1.50</u>	Four Basic 1Gbps (RJ45) Ports:	<u>\$ 2.50</u>
Basic Residential 1Gbps Monthly Rate:	\$16.50	Basic Residential 10Gbps Monthly Rate:	\$29.50

Commercial:

Basic Commercial 1Gbps Rate:	\$22.50	Basic Commercial 10Gbps Rate:	\$46.50
Basic 1Gbps Portal:	\$ 1.00	Basic 10Gbps Portal:	\$ 1.00
Four Comm. Basic 1Gbps (RJ45) Ports:	<u>\$ 1.50</u>	Four Basic 1Gbps (RJ45) Ports:	<u>\$ 2.50</u>
Basic Commercial 1Gbps Monthly Rate:	\$25.00	Basic Commercial 10GBPS Monthly Rate:	\$50.00

Additional Options:

Additional Software 1Gbps Portals:	\$1.00 Monthly maintenance (does not include initial installation costs)
Additional Basic 1Gbps (RJ45) Ports:	\$0.50 Monthly maintenance (does not include initial installation costs)
Additional 1Gbps Optical (SFP) Ports:	\$1.00 Monthly maintenance (does not include initial installation costs)
Additional 10Gbps Optical (SFP) Ports:	\$2.00 Monthly maintenance (does not include initial installation costs)

Disconnect/Reconnect:

There is no cost to disconnect from the utility thereby terminating the service and monthly utility fees. Reconnection shall incur a \$45.00 reconnection fee in addition to any necessary replacement or upgrade costs.

Colocation Services:

First Rack Unit (RU) w/120v & HVAC:	\$350.00 Monthly
Additional RUs:	\$ 50.00 Monthly

Jumper(s) shall be supplied and replaced if necessary by the tenant. There is no monthly rent or fee for jumper(s) supplied and maintained by renter. The following one time fees apply when jumpers are placed or moved:

Outside Business Hours:	\$150.00 one-time fee when placed or moved
During Business Hours:	\$ 75.00 one-time fee when placed or moved

Colocation Credit for Portal Providers: \$250.00 monthly credit

LATE FEE CHARGES ALL ACCOUNTS

Payment is past due after the 10th of each month. There will be late fees of 1-1/2% per month (18% APR per year) on all delinquent bills – minimum charge of \$1.00 (one-dollar).

RETURNED CHECK

Return check fees shall be charged pursuant to the returned check fee resolution as adopted by the City

Council.

Section 4. Effective Date:

This resolution shall be in full force and effect upon the passage and approval by the City Council and the Mayor, and shall take effect as of the ___ day of _____, 2016.

Passed by the Council and approved by the Mayor this _____ day of _____, 2016.

CITY OF AMMON

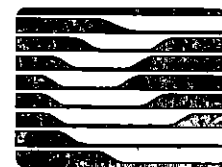
Dana Kirkham, Mayor

ATTEST:

Rachael Brown, City Clerk

January 22, 2020

QLife Network
511 Washington Street
The Dalles, OR 97058
% Stephanie Krell



COLUMBIA
GORGE
COMMUNITY
COLLEGE

FOUNDATION

Dear members of QLife Network:

Thank you for your generosity in supporting Columbia Gorge Community College in 2019-20 by providing the *QLife Network Scholarships* to CGCC Foundation. We are grateful for your contribution, and with your help, we are able to further our mission to build dreams and transform lives by creating opportunities for lifelong learning. We wanted to let you know that in order to award these scholarships for the 2020-21 academic year, **we need your commitment by March 1, 2020, and your donation by June 30, 2020.**

The following criteria are used to select quality award recipients for your scholarships:

- Two (2) \$1,000 scholarship awarded in fall, disbursed over three academic terms
- Scholarship may be used for tuition, fees, and/or books
- Recipient must be enrolled in the electro-mechanical technology program
- Names of recipients will be disclosed to donor when award is accepted

Scholarship recipients are required to:

- Maintain satisfactory academic progress set forth by CGCC and CGCC Foundation
- Agree to scholarship terms
- Submit a thank-you letter prior to disbursement of funds

CGCC Foundation reviewed some of its programs and policies this year, and there is some important information to share with you. The foundation now requests an agreement between the foundation and each dedicated scholarship donor in order to keep a record of the history of each scholarship as well as ensure the purpose of each scholarship is fulfilled. I will reach out to you soon to discuss this agreement and the benefits to our donors and students.

Enclosed are the thank-you letters from the 2019-20 scholarship recipients. Thank you for supporting Columbia Gorge Community College students and CGCC Foundation. If you have any questions, please feel free to contact the foundation.

Sincerely,

Stephanie Hoppe
CGCC Foundation Director

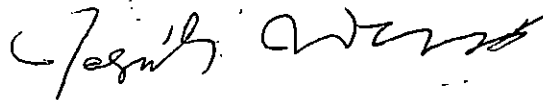
Acceptance letter

Dear CGCC Foundation and to whom it may concern.

My name is Josiah Weinman and I am writing this letter in acceptance of the CGCC Foundation scholarship in which I was selected. I want to thank you very much and express to you how this scholarship will make a significant impact on my studies at CGCC and my life.

I have worked hard for a large majority of my life, diligently and reliably to make a living. I have realized with all the effort I put forth, the resilience and tenacity of my character, the hard work, and mountains of overtime I endured I was not equipped with tools or equipment to multiply my efforts. At this point in my life, I had to make the choice of leaving the comfort of a reliable income and a steady paycheck to pursue and acquire the tools I believe I need to be equipped with to provide for me and my family not only now but long-term on our journey through life. With this thought I joined CGCC Electro-Mechanical program to attain an Electro-Mechanical degree. This change required me relinquish a large amount of my time spent working to pursue this education, largely due to the conflict of schedule. This has since put me in a very tight spot financially, and have been limited on the number of classes I can take due to financial cost. Although to some people \$1700.00 is not a lot of money, to me it is. And receiving it at such a critical time makes the impact almost priceless. I wanted to thank you very much for this help and want you to understand the magnitude of impact this scholarship will make on my life. Also, something I should have mentioned earlier, along with the financial support from receiving this scholarship I need to note the feeling of community support. Having the knowledge that there are individuals in this community that are looking after the academic success of students in need gives me a tremendous feeling of community and gratitude. Again, I would like to thank you very much for your help on my path and will know a lot of people are rooting for me. If giving the opportunity in the future I will most definitely giving to a scholarship knowing the tremendous implications it has on the lives of students.

Sincerely, Josiah Weinman

A handwritten signature in black ink, appearing to read "Josiah Weinman". The signature is written in a cursive style with some loops and flourishes.

Dear CGCC Foundation Scholarship Donor,

First of all, I would like to sincerely thank you for your generosity and your desire to assist those who are working to better themselves. This award of \$1,700 from the CGCC Foundation Scholarship will go such a long way in providing for my education. Without assistance from donors such as yourselves, it can be such a hardship for an individual to sacrifice their time and ability to work full-time while still providing for their families.

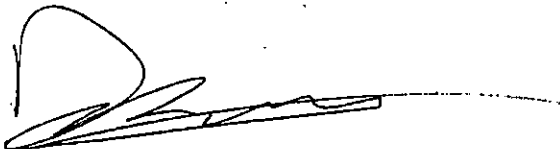
Having just moved to this area earlier this year, I am already in love with the community and cannot wait to connect further with the people here. My wife, Heather, and I are so excited to live in a place we can be excited about and raise our 1 year old son, Alder. We moved here in April from a small town in Nebraska called Scottsbluff. I had spent most of my life in that area, while my wife is from Canada. I had been making an effort to get a career started in computers and networking, but wasn't able to get a foothold beyond entry-level positions. A small town in a very rural area just didn't have very many opportunities in the technology field. Once our son was born, we decided it was important to move someplace he could grow up near his grandparents. I was also hopeful this would open up new opportunities to advance my career. Unfortunately, I continued to be unsuccessful in finding an IT position here. Being a popular field, it seems that most positions are flooded with applications and those with more work experience are preferred. I wasn't sure what I was going to do and continued to get more discouraged.

However, as I scanned job postings, I kept seeing positions for electrical or mechanical technicians that weren't getting filled. My father, who works in that industry, confirmed that these positions are in high demand and there weren't many people to fill them. This is when I decided I would take a chance and completely switch fields. This meant that I would need to completely start over in my education, as I had no knowledge of electrical or mechanical fields. I was told by many in the community that the Electro-Mechanical Technology program and Columbia Gorge Community College was widely recognized by employers in the area and provided a comprehensive education in the exact field I was wanting to break into. So with a new city, a part-time retail job, and as a recently new father, I have jumped in head first to give myself the education I need to further myself, my family, and my career.

After completing this two-year program and earning my Associates of Applied Science degree, it is my main goal to earn a position working for Google at their datacenter here in The Dalles. It is my desire to have a career with potential to grow and continue to learn. It is also important to me that my career does not interfere with my family, especially as it continues to grow. As a family, we are excited for the opportunity to build our lives here and give back to the community who has supported us so well already. I would like to thank you again for this donation to our lives and relieving some of the stress and hardship that can come with making such a big life change.

Sincerely,

Dakoda McCoy

A handwritten signature in black ink, appearing to read 'Dakoda McCoy', with a long horizontal flourish extending to the right.



Stephanie Krell <stephaniek@co.wasco.or.us>

CGCC Foundation: Invitation to Annual Scholarship Luncheon

Steph Hoppe <shoppe@cgcc.edu>
To: Stephanie Hoppe <shoppe@cgcc.edu>
Bcc: stephaniek@co.wasco.or.us

Wed, Feb 26, 2020 at 11:06 AM

Hello, CGCC Foundation donor,

CGCC Foundation cordially invites you to the Annual Scholarship Luncheon on Wednesday, April 8, 2020, from 11:30 a.m. to 1 p.m. The luncheon will be held at CGCC The Dalles Campus in building two in the lecture hall (third floor).

The purpose of the luncheon is to acknowledge student scholarship recipients and honor foundation donors. Complimentary lunch will be offered at 11:30 a.m. The program will begin at noon. Attire for this luncheon is business casual.

Please RSVP using this [Google form](#) by Monday, March 30.

Warm regards,
Steph

--
Dr. Stephanie Hoppe
Director of Foundation
(541) 506-6113 (office)
(503) 706-0777 (cell)
shoppe@cgcc.edu



COLUMBIA
GORGE
COMMUNITY
COLLEGE

FOUNDATION



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Aristo Networks LLC
Technical Management Report
By
John Amery
2/24/2020

Items of Interest:

- 7th Street path feeding Holiday Inn express is complete and operational (pending final walk through with contractor for buy-off).
- New path feeding Curtis Homes by Sorosis Park is in the planning stages of development.
- Electronics
 - No known issues.



Action Items

- [Resolution 20-002 Revising Service Rates and Fees](#)
- [Motion Language](#)

QUALITYLIFE INTERGOVERNMENTAL AGENCY
doing business as

"QLife Network"

RESOLUTION No. 20-002

A RESOLUTION ESTABLISHING NEW SERVICE RATES AND FEES FOR THE
QUALITYLIFE INTERGOVERNMENTAL AGENCY

WHEREAS, the QualityLife Intergovernmental Agency (QLife) is an open access provider of broadband services to The Dalles area, and;

WHEREAS, QLife has customers desiring service, and;

WHEREAS, QLife is willing and able to provide certain service to its customers, and;

WHEREAS, the QLife Board wishes to revise charges and fees for services it provides

WHEREAS, the QLife Board wishes to revise rates to incorporate new technology and service options, and;

NOW, THEREFORE, BE IT RESOLVED BY THE QUALITYLIFE INTERGOVERNMENTAL AGENCY BOARD AS FOLLOW:

SECTION 1: Customer Classes. For the purpose of this resolution, QLife shall have two classes of customers.

A. Participant Customers (Participants). The following specific customers who played an essential role and assumed some risk in helping the QLife system become operational:

1. Wasco County
2. City of The Dalles
3. Mid-Columbia Medical Center
4. Northern Wasco County School District 21
5. Region 9 Education Service District
6. Columbia Gorge Community College

B. General Customers: All Other Customers including Wholesalers

SECTION 2: Rates and Fees. Effective the date of this resolution service rates, fees and charges for the QLife system shall follow those found in Appendix A.

SECTION 3: Term of Fees. These fees shall remain in effect until which time the QLife Board, by a majority vote, amends all or portions of these fees.

SECTION 4: Effective. This resolution shall supersede all previous resolutions and be effective February 27, 2020.

PASSED AND ADOPTED THIS 27th DAY OF FEBRUARY 2020.

Voting Yes, Board Members: _____

Voting No, Board Members: _____

Absent, Board Members: _____

Abstaining, Board Members: _____

APPROVED: _____
Scott Hege, President

ATTEST: _____
Lee Weinstein, Secretary

APPENDIX A: QLIFE'S MONTHLY SERVICE RATES, FEES AND CHARGES

Broadband Transport Service

PARTICIPANTS

Either the amount established in an existing service order previously signed between the participant and QLife and any continuation of those service orders or, for new service requested after the adoption of this resolution.

QLife will use its resources to extend sections of the primary loop, Hubs and Service Lines to specific site, if the participant will sign a five (5) year service contract that guarantees QLife revenue over the life of the contract, sufficient to meet debt payments created by the costs of the extension or equal to costs paid for by QLife from reserve funds.

If less than a five year contract is signed by a participant they will have the three options identified in the section for General Customers.

Service Description	Fee Amount
10 Mbps	\$200/month
20 Mbps	\$300/month
100 Mbps	\$400/month
1,000 Mbps	\$850/month

GENERAL CUSTOMERS

For new service requested after the adoption of this resolution.

General Customers have three options to pay non-recurring costs (NRC) for fiber optic line extensions needed to service new customers:

1. Pay QLife the actual costs of line extensions constructed by QLife contractors.
2. If the customer signs a three year service contract, QLife will pay 50% of the NRC up to an amount equal to one third of the projected revenue QLife will receive for the service contract (including both uplink and loop revenue under the Alternative Whole Pricing model). If the actual cost of extending a line exceeds 50% the fees that will be received from the customer, then the customer shall pay the additional cost.
3. At the time a provider proposes a new service line, the proposer may also submit a proposal to construct the needed system improvements in accordance with QLife's construction standards. QLife at its discretion may accept that proposal. The provider's proposal can include the actual connection to QLife fiber if QLife had previously certified the provider's splicer to do work on the QLife system. QLife's cost for the connection including inspection of the work done by a provider will be reimbursed to QLife by the customer unless a three year contract is signed, in which case QLife will pay for up to 50% of the full connection costs, including work done by the provider on QLife's service line, as allowed under section 2.

10 Mbps	\$200/month
20 Mbps	\$300/month
100 Mbps	\$400/month
1,000 Mbps	\$850/month

Alternative Wholesale Pricing

Internet Service Providers (ISP) may use this uplink port pricing model for all customers not under the terms of an existing service order.

Uplink Port

Service Description	Fee Amount
100 Mbps	\$1,200/month
500 Mbps	\$2,400/month
1,000 Mbps	\$2,600/month

Looping Price

12 Mbps	\$50/month
30 Mbps	\$90/month
100 Mbps	\$150/month
200 Mbps	\$200/month

QLife will eliminate the requirement for a switch at a loop customer demarks if the ISP can provide a solution agreeable to QLife for limiting the size of service to the amount purchased.

The one-time turn up Fee for loop customers shall be \$100 per new connection.

Lease of Dark Fiber

PARTICIPANTS

Either the amount established in an existing service order agreement previously signed between the participants and QLife and any extension of those services, or

GENERAL CUSTOMERS/NEW SERVICE FOR PARTICIPANTS

Service Description	Fee Amount
Single fiber; one direction, no backup fiber	\$450/month
*Single fiber loop	\$600/month
1 pair fiber one direction	\$900/month
1 pair fiber loop	\$1,200/month

Other Services

The costs for all customers (both participants and general customers). Specific contracts not included on the rates sheet may be negotiated on a case by case basis.

Service Description	Fee Amount
Collocation in QLife City Hall Equipment room includes 10 Amp AC Power with generator back up.	Full Rack: \$400/month Single Deck or QLife's rack: \$100/month
Antenna/Dish on City Hall	First: \$150/month Each additional: \$50/month
Turn up fee for new dark fiber network connections	10 Mbps; \$200 non-recurring charge (NRC) 100 Mbps; \$200 NRC 1,000 Mbps; \$200 NRC

NRC charges for equipment and service installation will be actual costs unless a cost share of service installation is agreed to under QLife's Line Extension policy (Resolution 16-004).

Delinquent accounts	18% (1.5% per month) late charges
Termination Fee; cost of placing a customer on termination list	\$5 (third notice)
Reconnection Fee; cost of reconnecting a customer whose service has been terminated	\$20
Non-sufficient funds check fee	\$25
Special service fee	\$20



MOTION

SUBJECT: Resolution Motion

I move to adopt Resolution 20-002 establishing new service rates and fees for QualityLife Intergovernmental Agency.



Financial Reports

- [January Financial Report](#)
- [January Financial Analysis](#)
- [January Reconciliations](#)
- [Budget Hearing](#)
 - [Resolution 20-003 FY20 Adjusting Budget in Maupin Fund](#)

Qlife Monthly Report

Operations Fund - January 2020

Filters	
Fd	600
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Revenue						
Qlife Operations						
Qlife-R						
Qlife-R						
INVESTMENT EARNINGS-R						
INTEREST EARNED	948	1,394	558	147.1%	27.9%	835.94
INVESTMENT EARNINGS-R Total	948	1,394	558	147.1%	27.9%	835.94
MISCELLANEOUS-R						
MISC RECEIPTS	200	1,200	1,200	600.0%	600.0%	-
MISCELLANEOUS-R Total	200	1,200	1,200	600.0%	600.0%	-
CHARGES FOR SERVICES-R						
UTILITY SERVICE CHARGES	665,460	405,571	378,052	60.9%	56.5%	27,519.77
CONNECT CHARGES	1,000	-	100	0.0%	10.0%	(100.00)
CHARGES FOR SERVICES-R Total	666,460	405,571	378,152	60.9%	56.4%	27,419.77
PASS-THROUGH PAYMENTS-R						
Qlife-R Total	667,608	408,166	379,910	61.1%	56.5%	28,255.71
Qlife-R Total	667,608	408,166	379,910	61.1%	56.5%	28,255.71
Qlife Operations Total	667,608	408,166	379,910	61.1%	56.5%	28,255.71
Revenue Total	667,608	408,166	379,910	61.1%	56.5%	28,255.71
Expense						
Qlife Operations						
Qlife-E						
Qlife-E						
MATERIALS & SERVICES-E						
ADMINISTRATIVE COST	58,671	29,336	13,839	50.0%	25.0%	15,497.00

Qlife Monthly Report
Operations Fund - January 2020

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year	Prior Year	Current FY - Prior FY YTD
				Budget Executed	Budget Executed	
ADVERTISING & PROMOTIONS	1,500	-	1,240	0.0%	82.7%	(1,239.79)
BLDG REPAIR & MAINT	1,600	226	-	14.1%	0.0%	226.25
CONTR SRVCS - AUDIT CONTRACT	4,200	6,300	4,000	150.0%	66.7%	2,300.00
CONTR SRVCS - OTHER	15,100	6,868	1,110	45.5%	7.4%	5,757.61
CONTRACTED SERVICES	-	-	325	#DIV/0!	#DIV/0!	(325.00)
DUES & SUBSCRIPTIONS	3,000	754	874	25.1%	29.1%	(119.78)
EQUIPMENT - NON CAPITAL	5,000	-	-	0.0%	0.0%	-
GENERAL GRANTS	2,000	-	-	0.0%	0.0%	-
INSURANCE & BONDS	21,000	18,037	16,087	85.9%	76.6%	1,950.02
LEGAL NOTICES & PUBLISHING	400	-	334	0.0%	83.4%	(333.50)
MEALS LODGING & REGISTRATION	5,000	665	1,402	13.3%	70.1%	(737.44)
MISC EXPENDITURES	1,000	0	1,907	0.0%	190.7%	(1,906.95)
NETWORK COMPONENTS	5,000	-	-	0.0%	0.0%	-
POSTAGE	200	91	68	45.6%	33.9%	23.37
SUPPLIES - OFFICE	200	-	80	0.0%	40.2%	(80.40)
TAXES/PERMITS/ASSESSMENTS	800	579	535	72.4%	133.8%	44.25
TELEPHONE	500	209	292	41.7%	69.4%	(83.09)
TRAINING & EDUCATION	700	-	-	0.0%	0.0%	-
UTILITIES - WALNUT ST	800	357	359	44.7%	44.9%	(2.06)
RENT - OFFICE	7,752	1,938	3,203	25.0%	41.3%	(1,265.25)
CONTR SRVCS - LEGAL COUNSEL CONTR	6,000	4,960	2,826	82.7%	31.4%	2,134.00
OUTSIDE PLANT MAINTENANCE	20,000	104	6,701	0.5%	33.5%	(6,596.33)
CONTRACTED SVCS - ENGINEERING	50,000	19,947	43,303	39.9%	216.5%	(23,355.84)
CONTRACTED SVCS - NETWORK SYSTEM MANAGEMENT	71,000	21,856	67,338	30.8%	132.0%	(45,481.99)
POLE CONNECTION FEES	12,392	145	12,392	1.2%	118.0%	(12,246.96)
RIGHT OF WAY FEES	20,075	10,493	10,315	52.3%	51.4%	178.44
SCHOLARSHIP	2,000	-	-	0.0%	0.0%	-
EASEMENTS - NON-CAPITAL	-	-	-	#DIV/0!	0.0%	-
MATERIALS & SERVICES-E Total	315,890	122,864	188,527	38.9%	71.7%	(65,663.44)
CAPITAL OUTLAY-E						
EASEMENTS	-	-	-	#DIV/0!	#DIV/0!	-
EQUIPMENT - CAPITAL	20,000	-	-	0.0%	0.0%	-
CAPITAL OUTLAY-E Total	20,000	-	-	0.0%	0.0%	-
TRANSFERS OUT-E	327,020	190,762	217,467	58.3%	58.3%	(26,705.00)
Qlife-E Total	662,910	313,626	405,994	47.3%	61.9%	(92,368.44)

Qlife Monthly Report Operations Fund - January 2020

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Qlife-E Total	662,910	313,626	405,994	47.3%	61.9%	(92,368.44)
Qlife Operations Total	662,910	313,626	405,994	47.3%	61.9%	(92,368.44)
Expense Total	662,910	313,626	405,994	47.3%	61.9%	(92,368.44)

Qlife Monthly Report Capital Fund - January 2020

Filters

Fd	601
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Revenue						
Qlife Capital						
Qlife-R						
Qlife-R						
INVESTMENT EARNINGS-R						
INTEREST EARNED	25,200	17,149	16,407	68.1%	1530.5%	741.49
INVESTMENT EARNINGS-R Total	25,200	17,149	16,407	68.1%	1530.5%	741.49
TRANSFERS IN-R						
TRANSFER FROM QLIFE OPERATING FUND	327,020	190,762	217,467	58.3%	58.3%	(26,705.00)
TRANSFER FROM QLIFE MAUPIN FUND	-	-	-	#DIV/0!	0.0%	-
TRANSFERS IN-R Total	327,020	190,762	217,467	58.3%	56.8%	(26,705.00)
CHARGES FOR SERVICES-R						
CONNECT CHARGES	19,000	-	-	0.0%	0.0%	-
CHARGES FOR SERVICES-R Total	19,000	-	-	0.0%	0.0%	-
Qlife-R Total	371,220	207,910	233,874	56.0%	58.1%	(25,963.51)
Qlife-R Total	371,220	207,910	233,874	56.0%	58.1%	(25,963.51)
Qlife Capital Total	371,220	207,910	233,874	56.0%	58.1%	(25,963.51)
Revenue Total	371,220	207,910	233,874	56.0%	58.1%	(25,963.51)
Expense						
Qlife Capital						
Qlife-E						
Qlife-E						
MATERIALS & SERVICES-E	-	-	5,201	#DIV/0!	22.6%	(5,201.24)
CAPITAL OUTLAY-E						
BUILDINGS	-	-	-	#DIV/0!	#DIV/0!	-

**Qlife Monthly Report
Capital Fund - January 2020**

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
EQUIPMENT - CAPITAL	80,000	-	-	0.0%	0.0%	-
PRIMARY SYSTEMS	660,284	209,444	27,560	31.7%	4.6%	181,883.55
SECONDARY LINE EXTENSION	200,000	35,164	22,447	17.6%	11.2%	12,717.20
CAPITAL OUTLAY-E Total	940,284	244,608	50,008	26.0%	5.7%	194,600.75
TRANSFERS OUT-E	30,000	-	-	0.0%	0.0%	-
RESERVE FOR FUTURE EXPENDITURES-E	675,125	-	-	0.0%	0.0%	-
Qlife-E Total	1,645,409	244,608	55,209	14.9%	4.2%	189,399.51
Qlife-E Total	1,645,409	244,608	55,209	14.9%	4.2%	189,399.51
Qlife Capital Total	1,645,409	244,608	55,209	14.9%	4.2%	189,399.51
Expense Total	1,645,409	244,608	55,209	14.9%	4.2%	189,399.51

Qlife Monthly Report Maupin Fund - January 2020

Filters

Fd	602
Cat	(Multiple Items)

Data

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Revenue						
Qlife - Maupin						
Qlife-R						
Qlife-R						
INTERGOV'T REV - NON SINGLE AUDIT-R						
STATE GRANT	-	-	494,069	#DIV/0!	260.0%	(494,069.26)
INTERGOV'T REV - NON SINGLE AUDIT-R Total	-	-	494,069	#DIV/0!	260.0%	(494,069.26)
INVESTMENT EARNINGS-R						
INTEREST EARNED	60	1,312	976	2186.1%	#DIV/0!	335.25
INVESTMENT EARNINGS-R Total	60	1,312	976	2186.1%	#DIV/0!	335.25
MISCELLANEOUS-R	-	-	-	#DIV/0!	#DIV/0!	-
TRANSFERS IN-R	30,000	-	-	0.0%	0.0%	-
CHARGES FOR SERVICES-R						
CITY OF MAUPIN	-	144,765	-	#DIV/0!	0.0%	144,765.00
UTILITY SERVICE CHARGES	-	-	-	#DIV/0!	#DIV/0!	-
CITY OF MAUPIN FRANCHISE FEES	-	-	-	#DIV/0!	0.0%	-
CITY OF MAUPIN - GORGE.NET RECEIPTS	3,360	1,335	-	39.7%	#DIV/0!	1,334.74
CITY OF MAUPIN - LSN RECEIPTS	4,000	-	-	0.0%	#DIV/0!	-
CHARGES FOR SERVICES-R Total	7,360	146,100	-	1985.1%	0.0%	146,099.74
Qlife-R Total	37,420	147,411	495,046	393.9%	52.8%	(347,634.27)
Qlife-R Total	37,420	147,411	495,046	393.9%	52.8%	(347,634.27)
Qlife - Maupin Total	37,420	147,411	495,046	393.9%	52.8%	(347,634.27)
Revenue Total	37,420	147,411	495,046	393.9%	52.8%	(347,634.27)

Expense

Qlife - Maupin						
Qlife-E						

**Qlife Monthly Report
Maupin Fund - January 2020**

Account	Current Budget	Current Actual YTD	Prior Year Actual YTD	Current Year Budget Executed	Prior Year Budget Executed	Current FY - Prior FY YTD
Qlife-E						
MATERIALS & SERVICES-E						
ADMINISTRATIVE COST	-	-	494	#DIV/0!	3.5%	(494.07)
INSURANCE & BONDS	-	-	-	#DIV/0!	0.0%	-
CONTR SRVCS - LEGAL COUNSEL CONTR	2,500	72	2,106	2.9%	105.3%	(2,034.00)
CONTRACTED SVCS - ENGINEERING	-	-	1,815	#DIV/0!	#DIV/0!	(1,815.00)
POLE CONNECTION FEES	1,050	-	-	0.0%	0.0%	-
CONTRACTED SVCS - WIFI	14,160	3,948	384	27.9%	38.4%	3,564.09
BROADBAND SUPPORT	-	-	-	#DIV/0!	#DIV/0!	-
MATERIALS & SERVICES-E Total	17,710	4,020	4,799	22.7%	25.0%	(778.98)
CAPITAL OUTLAY-E						
EQUIPMENT - CAPITAL	-	-	-	#DIV/0!	#DIV/0!	-
PRIMARY SYSTEMS	1,000	10,605	541,399	1060.5%	90.2%	(530,793.14)
SECONDARY LINE EXTENSION	-	-	-	#DIV/0!	#DIV/0!	-
CAPITAL OUTLAY-E Total	1,000	10,605	541,399	1060.5%	90.2%	(530,793.14)
TRANSFERS OUT-E	-	-	-	#DIV/0!	0.0%	-
Qlife-E Total	18,710	14,625	546,198	78.2%	86.8%	(531,572.12)
Qlife-E Total	18,710	14,625	546,198	78.2%	86.8%	(531,572.12)
Qlife - Maupin Total	18,710	14,625	546,198	78.2%	86.8%	(531,572.12)
Expense Total	18,710	14,625	546,198	78.2%	86.8%	(531,572.12)

Qlife Monthly Report
Accounts Reveivable - January 2020
Accounts Receivable Summary

Fund	Total Receivable	Current	30-59 Days	60-89 Days	90-119 Days	Over 120 Days
600	29,820.78	10,615.00	-	-	-	19,205.78
601	-	-	-	-	-	-
602	-	-	-	-	-	-
December	29,180.78	9,975.00	-	-	-	19,205.78
November	26,615.78	7,410.00	-	-	-	19,205.78
October	30,530.78	11,325.00	-	-	-	19,205.78
September	23,255.78	4,050.00	-	-	-	19,205.78
August	47,430.78	28,225.00	-	-	-	19,205.78
July	44,087.06	24,881.28	-	-	-	19,205.78
June	153,555.78	134,350.00	-	-	-	19,205.78
May	49,540.78	30,335.00	-	-	-	19,205.78
Apr	45,445.78	26,240.00	-	-	-	19,205.78
Mar	30,495.78	11,290.00	-	-	-	19,205.78
Feb	49,520.78	30,315.00	-	-	-	19,205.78
Jan	33,980.78	7,575.00	-	-	-	26,405.78
Dec	38,445.78	12,040.00	-	-	-	26,405.78
Nov	61,291.78	34,740.00	-	146.00	-	26,405.78

Qlife – Financial Analysis for January 2020 Financial Statements

The financial statements for through the 7th month of the 2020 Fiscal Year (FY20) are presented. The statements are intended for the use of Management and are not audited. The expected straight-line assumption for accounts is 58.3% (7/12). This is a typically a good starting point for analysis.

Operations Fund

Total revenues for the fund are \$408,166. This is a budget execution of 61.1% - ahead of the 56.5% from last year and the 58.3% straight-line assumption. The primary reason is the Utility Service Charges – as discussed since July.

Utility Service Charges have come in at 60.9% of the budget execution or \$28K more than last fiscal year. The reason why is tied to the receivables – discussed since the July reporting period. (\$16K is due to a “catch-up” billing done in FY20.) The budgeted amount is \$665,460 so 58.3% budget execution is \$387,963. If the \$16K “catch-up” is added, the total is \$403,963 as the expected amount. The actual revenue is \$408,166 so about up \$4,203 from the budget target after seven (7) months.

Accounts Receivable have increased from December and all accounts – except the large collection – are current. The current portion as of 1/31/20 is \$10,975. The balance in AR going up and down does not change the revenues. Revenue is recognized at the billing date and a receivable is set up. The AR balance is a reflection of how collections from customers are progressing.

Interest is executing at 147.1% and is now \$836 more than last fiscal year.

Expenses for the Operations Fund are 47.3% executed. \$313,626 has been recorded – this is \$92K less than last year at this time. The Contracted Services are still significantly less than last fiscal year at this time.

Transfers are as budgeted. There is a set monthly transfer to the Capital Fund and is included in the review of expenses above.

Capital Fund

Tranfers In from the Operation Fund are proceeding as budgeted.

Interest is executing at 68.1% which is \$741 more than last fiscal year. If the interest paid by the LGIP continues then this will beat the budget again. For January, LGIP is returning interest at 2.25% annual return. This is the same as December so the decline seems to have leveled out for now.

Expenses are executing at 14.9%. Progress is happening on the Primary System as the budget is executed at 31.7%. The spending has been primarily on the Mary’s Backbone project.

Maupin Fund

Revenue for the fund is at 393.9% budget execution already. This is due to two payments received from the City of Maupin on a pass through grant totaling \$144,765. The funds were for the project and were not passed to Qlife until July. This was not part of the budget created and skews the numbers by appearing here.

Interest allocated is \$1,312. It is ahead of the budget expectation and last year's earnings.

Revenue has started to come in for the City of Maupin – Gorge.Net Receipts. The amount received is \$1,335 which is an execution of 39.7% of the budget. This is unchanged since September. Of note is no LSN receipts have been received.

Expenses for the Maupin Fund are at a budget execution rate of 78.2% - well above the expected straight-line assumption. The variance is the Contracted Services for WIFI is still a factor. Based on the budgeted amount, a month should see \$1,180 in expense. As of the end of January, there was \$3,948 YTD for a budget execution rate of 27.9% - unchanged from December 31st. Of more concern is the Capital Outlay for the Primary System of \$10,605. There was only \$1,000 budgeted so this has an execution of 1,060.5%. This is being addressed by the budget change at the Budget Hearing on 2/27/20. The proposed budget change will recognize the grant revenue that flowed in this fiscal year and the costs expended on the project this fiscal year.

No transfers are budgeted for FY20.

Summary

The year is performing well. Utility Service Charges are up, even after taking into consideration the on-time catchup revenue. When this is considered, the budget execution is right on target. Interest is up for the organization as a whole even Maupin. Last year at this time the LGIP interest was less than the current rate and this is why the overall interest is more. The Maupin fund needs to have a budget change due to the final payment to Van Dorn. Even with this change, this fund will need to be watched closely for the remainder of the fiscal year.

The Operations and Capital funds are in good shape. The Maupin fund is moving forward, but will be pushing close to using the fully appropriated amounts – this will be corrected by the proposed budget change.

Reconciliations

Bank reconciliations for January are completed and included in this packet. These were not reviewed with the County Administrator yet due to timing. It is expected to happen by 3/23/20. The December reconciliations have been reviewed with the County Administrator.

January 2020 Bank Reconciliation

	Main Checking Bank	Eden 600	Eden 601	Eden 602	Eden Total		LGIP Account Bank	11403 Eden 600	Eden 601	Eden 602	Eden
Beginning Balance	480,558.25	127,243.94	168,306.89	183,007.42	478,558.25		1,490,843.00	37,563.47	1,452,232.07	1,047.46	1,490,843.00
Credits	-										
Deposits	58,880.00	58,880.00	27,251.67	-	86,131.67	Debit	2,840.98	238.64	2,338.13	264.21	2,840.98
Withdrawals	-										
Checks	13,781.31	32,507.58	-	10,525.40	43,032.98	Credit	Other Decreases				
Ending Balance	525,656.94	153,616.36	195,558.56	172,482.02	521,656.94		1,493,683.98	37,802.11	1,454,570.20	1,311.67	1,493,683.98
Deposits in Transit	-						Ending GL				
Outstanding Checks	\$4,000.00				-		1,493,683.98				
Adjusted Balance	521,656.94	153,616.36	195,558.56	172,482.02	521,656.94		LGIP Variance	-	8.4%	82.3%	9.3%
Variance	-						Mike M 2/21/20				
John Amery	5316		\$2,000.00								
John Amery	5323		\$2,000.00								
			\$4,000.00								



QualityLife Intergovernmental Agency

2/6/2020

To: Qlife Board
From: Mike Middleton, Wasco County Finance Director
Re: Budget Change

The work on the Maupin system was not finalized in FY19 as intended. Costs extended into FY20 and were not paid until December. This was paid to Van Dorn Enterprises in December as the final payment. The total paid was \$10,525.40. This line item only had \$1,000 budgeted as this was expected to be completed in the prior fiscal year. While in total, the budget is not yet over-expended, at the current expense rate of ongoing services, it will be before year end.

As part of the process of closing out the project, additional funds the City of Maupin possessed were identified and sent to Qlife for funding the project. These revenues were not included in the original budget.

While it is not necessary to adjust the budget for the unplanned revenue, it can be done. Especially, since it can be tied to unplanned expenses from Van Dorn. This would be a supplemental budget however since it exceeds 10% of the appropriation of the fund, a public budget hearing is required.

Attached to this memo is a proposed resolution for a budget change to recognize the new revenues and cover the unplanned expense. The budget change resolution can be summarized as follows:

Revenue	602.60.6000.414.306	Increase	\$144,765
Expense	602.60.6000.53313	Increase	\$15,000
Contingency	602.60.6000.57602	Increase	\$129,765



QualityLife Intergovernmental Agency

QUALITYLIFE INTERGOVERNMENTAL AGENCY
doing business as
"Qlife Network"

RESOLUTION NO. 20-003

A RESOLUTION ADJUSTING THE QUALITYLIFE (QLIFE) INTERGOVERNMENTAL AGENCY BUDGET FOR FISCAL YEAR 2019-2020 IN THE MAUPIN FUND.

WHEREAS, additional revenue has been received that was not included in the original budget for the Maupin Fund;

FURTHER, additional unplanned expenses occurred in the FY20 fiscal year due to the project not being completed in FY19 that will cause the Maupin Fund to be over-expended before the end of the fiscal year;

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF QLIFE INTERGOVERNMENTAL AGENCY AS FOLLOWS:

Revenue for the Maupin Fund (602) is increased \$144,765

Expense for the Maupin Fund (602) is increased \$15,000

Contingency for the Maupin Fund (602) is increased \$129,765

The above Resolution Statements were approved and declared adopted on this 27th day of February, 2020.

Voting Yes, Board Members: _____

Voting No, Board Members: _____

Absent, Board Members: _____

Abstaining, Board Members: _____

ATTEST

QLIFE BOARD



Lone Pine Updates



Executive Session
