

Schedule 1.1
Description of Services

City desires to create a new fiber optic network connection between the John Day Fire Station and John Day City Hall. Commstructure will evaluate the feasibility of building aerial cable infrastructure to the site. Total footage is approximately 4,700 feet of new aerial infrastructure. Footages contained in this scope of work are estimated and final design footages will be determined after feasibility and initial field data collection has taken place.

In addition to any other Services provided under this Agreement, Commstructure will perform the following services concerning the project described above for and on behalf of City:

A. Field Data Collection, Design and Permitting

1. Perform route field data collection (as required) of the proposed aerial and underground alignments utilizing sub-foot accuracy GPS Data Collection equipment. Data collection to include existing power pole line for aerial joint use; topographic features for underground routes; existing utilities and sub-surface structures; canals; bridges; and specialty installation areas
2. Research and compile geo-referenced electronic Right of Way (ROW) and Assessor records and map data from City, County and State Agencies to develop AutoCAD Base Maps for use in development of design and construction drawings
3. Research and compile existing underground utility maps; pole maps; sub-surface structure maps; structure designs and site plans for translation and insertion into construction drawings for design reference
4. Compile and process electronic GPS Field Data and export to geo-referenced AutoCAD format for insertion into base maps for construction drawing development
5. Design and overlay underground infrastructure design elements along alignment including conduit and cable pathway, vaults, splice locations, special construction methods or areas and general route identification
6. Design and overlay aerial infrastructure design elements along alignment including existing pole data, span data, height of attachment, anchoring, guying, sag & tension, existing utility make-ready, risers, slack storage, splice locations and any special construction methods or areas and general route identification
7. Develop technical specification documentation supporting construction requirements, material take off schedules and methods of procedure for the installation of aerial and underground infrastructure
8. Develop Outside Plant Design project drawings in 11x17 AutoCAD and PDF electronic format for use in permit submittal, competitive bid and installation
9. Prepare and submit Permit Application forms and applicable design drawings to governing agencies for public and private right of way. Such entities may include, but are not limited to City of John Day; Grant County; Oregon Department of Transportation; and other State and Federal Agencies that may be identified during route development or route re-alignments
10. Prepare and submit Aerial Joint Use Pole Attachment Application forms and applicable design drawings to Joint Use Pole Owners. Such entities may include, but are not limited to: Oregon Trail Electric Cooperative, CenturyLink and any other entities encountered throughout the project

11. Prepare, Submit and Manage Aerial Joint Use make-ready tickets via National Joint Utility Notification System (NJUNS) or other methods for adjustment of existing electrical and communications equipment on the poles as required to accommodate new installation requirements
12. Preparation of construction drawings with submittals at Preliminary, Bid, and Construction phases for review and comment by City of John Day and Permit Agencies (as applicable, or required)
13. As required, Environmental Consultant will perform pedestrian surveys or further research as needed. The items that may be included in these tasks are Archeological pedestrian surveys; Historic pedestrian surveys; Wetland surveys; Plant surveys; Wildlife surveys; and Hazardous materials research and surveys. This information combined with the information gathered in Phase I will be compiled in a Final Report and used to avoid impacts to any protected resource; design mitigation where impacts are not able to be eliminated; and to supplement or obtain permits as required

B. Bid / RFP Support Services

1. Assistance with Competitive Bid Document & Specification Preparation
2. Assistance to Host and/or Attend Bid Meetings
3. Assistance to Receive, Summarize and Compare Contractor Bid Pricing and Submittals
4. Assistance with Contractual Negotiation & Documentation

C. Construction Observation & Technical Support During Construction

1. Provide Technical Support to construction crews during construction for interpretation, clarification and implementation of intended design elements and overall network structure
2. Construction Oversight; Reporting; Punch List; and Final Acceptance of all infrastructure installed according to project design, specifications and permit agency requirements
3. Provide Technical Support in cooperation with Construction to Permitting Agencies and Property Owners during construction for adherence and compliance with specifications, standards and restoration
4. Owner Project Lifecycle Management & Support with weekly reporting, progress meetings scheduling and milestone deliverables

D. As-Builts

1. Receive as-built red line data from contractor upon project completion; update construction CAD drawings with as-built data
2. Prepare, submit and close out all joint-use pole permitting applications and make-ready NJUNS tickets for post-construction inspection
3. Prepare a final workbook for submittal in 11x17 Hard Copy, AutoCAD and PDF electronic format
4. GIS Data Exporting and Updates as required

E. Industry Standard Assumptions, Limitations and Exclusions.

1. Owner will be responsible for all Permit Fees

2. Owner will be responsible for all Franchises, Joint Use Pole Agreements, Business Licenses and State Certifications as required to construct and maintain communications infrastructure in the public and private ROW
3. Owner will be responsible for the negotiation and acquisition and all private easements if applicable unless otherwise requested by owner and negotiated with Commstructure
4. Owner will be responsible for all Existing Aerial Joint Use Communication Provider or Pole Owner Make Ready reimbursement. Commstructure will attempt to identify, list and coordinate all Make Ready work required on the Pole Attachment Applications and Construction Drawings
5. Pole loading is not included in this scope of work. If pole loading is required sub-contractor will be retained for pole loading and rates will be negotiated as required.
6. Alternate Route Designs or Contingency Route Designs shall be reimbursed according to the Unit Design Rates or negotiated Hourly Unit Rates
7. Weekly or Bi-Weekly Conference Calls to provide project schedule updates and discuss project progress, milestones and action items
8. Travel Expenses incurred by Design Staff shall be reimbursed according to the Commstructure Travel Reimbursement Policy
9. City will be responsible for the negotiation and acquisition and all private easements if applicable unless otherwise requested by City and negotiated with Commstructure
10. Commstructure shall not be responsible for delays in schedule, milestone deliverable dates or monetary penalties resulting from Environmental Conditions discovered or presented during the course of the design of the project that result in work stoppage or design of re-routes
11. Commstructure shall not be responsible for the selected Owner's Contractors failure to comply and construct the project according to the Owner's Construction Specifications; Governing Agency Standard Specifications; and Environmental Mitigation or Avoidance Requirements
12. Project schedules are developed and based on the assumption that environmental conditions (i.e. cultural, biological, historical, archaeological and hazardous materials) along the proposed alignment(s) are considered disturbed corridors and will not prohibit the successful fielding and design of projects. Unforeseen or unanticipated conditions that result in an alignment re-route will be considered a change in scope and schedule. Subject to the terms and conditions contained in the Agreement, additional fielding, design, and permitting may be negotiated according to the hourly or unit rates and the schedule may be revised based on a mutually acceptable and reasonable amount of time to complete the additional design and permitting
13. Additional environmental services and issues that are available are as follows: (a) archeological probes (digging for specific clearance or discovery); (b) archeological monitoring during construction; and (c) USACE and ODSL fill and removal permits for wetland or waters of the state impacts.
14. Construction Cost Estimates are an opinion of probable construction costs that may be provided as part of a project. In providing opinions of probable construction cost, neither City nor Commstructure has control over the cost of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. Subject to the terms and conditions of the Agreement, the opinion of probable construction cost is based on Commstructure's professional judgment and experience and does not constitute a warranty, express or implied, that the contractors' bids or the negotiated price of the work described in the estimate will not vary from the City's budget or from any opinion of probable cost prepared by Commstructure.

Schedule 1.2
Schedule of Services

The anticipated schedule of Services includes, without limitation, the following:

1. Kick-Off meeting to be held via phone conference in October 2018.
2. Field and Design schedule to be agreed to during kick-off meeting with City.
3. All services under this scope of work to be completed by March 31st, 2019.