

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made and entered into effective on June 14, 2022 (the "Effective Date") between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E Main Street, John Day, Oregon 97845, and Commstructure Consulting, LLC ("Consultant"), an Oregon limited liability company, whose address is 811 Railroad Avenue, Oregon City, Oregon 97045.

RECITAL:

City desires to retain Consultant to perform certain on-call broadband design, engineering, project management and technical consulting services and related services. Subject to the terms and conditions contained in this Agreement, Consultant will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Broadband Design, Engineering, Project Management and Technical Consulting Services and Related Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Consultant will perform the following broadband design, engineering, project management and technical consulting services and related services for and on behalf of City (collectively, the "Services"): (a) those services and tasks identified in Consultant's email "OSP Infrastructure Project Status for EDA Grant Discussion" dated May 11, 2022 attached hereto as Exhibit A (the "Email"); (b) those services described in the Statement of Qualifications dated June 30, 2021 (the "Proposal") attached hereto as Exhibit B; and (c) all other necessary or appropriate services customarily provided by Consultant in connection with its performance of those services identified in the Proposal. Consultant will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to the city manager (or his or her designee) and report directly to the city manager (or his or her designee), and (z) devote such time and attention to performance of the Services as City deems necessary or appropriate.

1.2 On-Call Services. Notwithstanding anything contained in this Agreement to the contrary, City, in City's sole discretion, shall direct Consultant to perform the Services described in the Proposal through written Task Orders. Task Order 1 shall consist of those services identified in the Email. Consultant will not provide the other On-Call Services unless and until City provides Consultant written notice that the Services are requested (which notice will identify the specific Services requested, budget with not-to-exceed cost, and schedule for completing the Services). Consultant will timely provide any On-Call Services requested by City subject to and in accordance with this Agreement.

1.3 Coordination; Schedule of Services. Consultant will perform the Services as and when requested by City. Consultant will coordinate its performance of the Services with the city manager (or his or her designee). Consultant and City will routinely consult with each other to ensure effective and efficient provision of the Services.

1.4 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Consultant's performance of its obligations under this Agreement, including, without limitation, those Consultant obligations identified under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Consultant's timely and faithful performance of its obligations under this Agreement, City will pay Consultant based on

hourly rates defined in Consultant's Proposal. Consultant will submit monthly invoices to City concerning that portion of the Services performed by Consultant during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services (including any Additional Services, if applicable) performed by Consultant (and by whom); and (b) all other information and documentation City may reasonably request. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the applicable Invoice. City's payment will be accepted by Consultant as full compensation for performing the Services to which the Invoice relates. No compensation will be paid by City for any portion of the Services not performed. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for performance of the Services will not exceed \$100,000.

2.2 No Benefits; Reimbursement. City will not provide any benefits to Consultant, and Consultant will be solely responsible for obtaining Consultant's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Consultant will provide, at Consultant's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services.

3. Relationship.

3.1 Independent Contractor. Consultant is an independent contractor of City. Consultant is not an employee of City. Consultant will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Consultant and does not establish a joint venture or partnership between City and Consultant. Consultant does not have the authority to bind City or represent to any person that Consultant is an agent of City. Consultant has the authority to hire other persons to assist Consultant in performing the Services (and has the authority to fire such persons).

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to Consultant, and Consultant will be solely responsible for paying all taxes arising out of or resulting from Consultant's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Consultant will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4. Representations; Warranties; Covenants.

In addition to any other Consultant representation, warranty, and/or covenant made in this Agreement, Consultant represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Consultant is duly organized, validly existing, and in good standing under applicable Oregon law. Consultant has full power and authority to sign and deliver this Agreement and to perform all Consultant's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The signing and delivery of this Agreement by Consultant and the performance by Consultant of all Consultant's obligations under this Agreement will not (a) breach any agreement to which Consultant is a party, or give any person the right to accelerate any obligation of Consultant, (b) violate any law, judgment, and/or order to which Consultant is subject, and/or (c) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. By signing below, Consultant certifies that Consultant (and Consultant's principals) are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in and/or performing the Services under this Agreement.

4.2 Licenses; Quality of Services. Prior to Consultant's execution of this Agreement, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. Consultant will perform the Services diligently, in good faith and in a professional manner, consistent with the degree of care and skill ordinarily exercised by the same or similar professional consultants, and consistent with the terms and

conditions contained in this Agreement. The Services will be performed subject to and in accordance with the Laws (as defined below). Consultant will be solely responsible for the Services. Consultant will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Consultant will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Consultant will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consultant's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles (if any) that are or may be used by Consultant in connection with Consultant's performance of the Services with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (c) errors and omissions insurance with limits of no less than \$1,000,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy (except errors and omissions insurance) required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Consultant is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. Consultant's insurance will be primary and any insurance carried by City will be excess and noncontributing. Consultant will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Consultant is required to obtain under this Agreement upon Consultant's execution of this Agreement and at any other time requested by City. If Consultant fails to maintain insurance as required under this Agreement, City may terminate this Agreement due to Consultant's default and pursue all rights and remedies provided under this Agreement and/or applicable law.

4.4 Compliance with Laws. Consultant will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Consultant will comply with each obligation applicable to Consultant and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Consultant obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Consultant, this Agreement, and/or the Services, including, without limitation, Oregon's prevailing wage rate laws (ORS 279C.800 through 279C.870) if applicable, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

4.5 Indemnification. Consultant will indemnify and hold City and each present and future City employee, officer, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by Consultant's acts and/or omissions (and/or the acts and/or omissions of Consultant's members, managers, directors, officers, shareholders, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Consultant Representative(s)")); (b) Consultant's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (c) Consultant's breach and/or failure to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. Consultant's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Assignment of Studies and Reports. Consultant will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (individually and collectively, the "Deliverable(s)") to City upon the earlier of City's request or termination of this Agreement. All Deliverables provided to City will

become the property of City who may use them without Consultant's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services. City acknowledges that City's modification and/or reuse of the Deliverables without Consultant's prior approval will be at City's sole risk. Consultant will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Consultant is responsible (including, without limitation, any claims which may be brought against City), and Consultant will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. Consultant will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Consultant's records concerning the Services will be maintained in accordance with sound accounting practices and in an acceptable cost account system. Consultant agrees to provide City access to any books, documents, papers, and/or records of Consultant which are directly pertinent to this Agreement and/or the Services, including, without limitation, Consultant's time and billing records, for the purpose of making audit, examination, excerpts and transcriptions. Consultant agrees to maintain all books, records, and/or reports required under this Agreement for a period of no less than five years after final payment is made and all pending matters are closed.

4.8 Confidential Information. During the term of this Agreement, and at all times thereafter, Consultant will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Consultant may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Consultant promptly notifies the city manager of the order and complies with any applicable protective or similar order. Consultant will promptly notify the city manager of any unauthorized use, communication, or disclosure of any Confidential Information and will assist City in every way to retrieve any Confidential Information that was used, communicated, or disclosed by Consultant and will exert Consultant's best efforts to mitigate the harm caused by the unauthorized use, communication, or disclosure of any Confidential Information. Upon the earlier of City's request or termination of this Agreement, Consultant will immediately return to City all documents, instruments, or materials containing any Confidential Information accessed or received by Consultant, together with all copies and summaries of such Confidential Information. If requested by City, Consultant will execute a written certification satisfactory to City pursuant to which Consultant will represent and warrant that Consultant has returned all Confidential Information to City in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Consultant or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by City as confidential and/or any documentation, information, and/or materials relating to or concerning City's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Consultant; provided, however, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws.

5. Term; Termination.

5.1 Term of Agreement; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of twelve (12) months thereafter, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and Consultant, and/or (b) City may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to the other party. Upon receipt of the notice of termination, except as explicitly directed by City, Consultant must immediately discontinue performing all Services.

5.2 Immediate Termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Consultant upon the happening of any of the following events: (a) Consultant engages in any form of dishonesty or conduct involving moral turpitude related to Consultant's independent contractor relationship with City or that otherwise reflects adversely on the reputation or operations of City; (b) Consultant fails to comply with any applicable law related to Consultant's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services; and/or (d) Consultant breaches and/or otherwise fails to perform any Consultant representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in its sole discretion.

5.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Consultant for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments, subject to City's obligations under Section 5.2. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Consultant. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Consultant will deliver to City all materials and documentation related to or concerning the Services.

5.4 Remedies. If a party breaches and/or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Consultant will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Consultant will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement; provided, however, if any exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the terms contained in this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Consultant's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Consultant. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Consultant has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be made effective for all purposes as of the Effective Date.

CITY:

City of John Day,
an Oregon municipal corporation

CONSULTANT:

Commstructure Consulting, LLC.
an Oregon limited liability company

By: Ron Lundbom, Mayor

Federal Tax Id. No.: 93-6002192

By:

Federal Tax Id. No.: _____

Exhibit A

Email for Task Order 1 Scope of Work in Support of the EDA Grant

[attached]

From: [Erik Orton](#)
To: [Nicholas Green](#)
Cc: [Kevin J. Smith](#)
Subject: OSP Infrastructure Project Status for EDA Grant Discussion
Date: Wednesday, May 11, 2022 8:32:09 AM
Attachments: [GrantCourt_PRELIM20200925.pdf](#)
[GrantCoAirCONST-20200903.pdf](#)
[John Day Expansion Overview Map.pdf](#)

Good Morning Nick -

For your meeting later today with the EDA project engineer, the following is a summary and status of the various projects we have been working on associated with the EDA Grant effort.

Grant County Courthouse

Construction Drawing Package is 100% complete and attached for reference and review. The drawings are marked Preliminary Set, but the design, scope of work and drawing package is pretty much ready to go out for competitive construction bids. The Aerial Joint-Use permit applications have all been submitted along with 3rd party communication make-ready tickets. ODOT permits for work in the ROW along US-395 are drafted and ready for submittal when approved by CoJD.

We recommend reviewing all permit applications submitted and pending to make sure information is still current and active with permit agencies. ODOT permit will need to be updated and submitted for review and approval. A site visit, drive out and cursory review of the project alignment is encouraged to make sure to document any changes to existing poles, existing communications lines and field conditions that may differ from now and the time the project was fielded in 2021.

Estimated Fees to perform a field verification site visit, bring drawings to final, submit all remaining permits and assist with Bid Documents and RFP process - \$ 8K - \$ 10K

Grant County Airport

Construction Drawing Package is 100% complete and attached for reference and review. The drawings are marked Construction Set and the design, scope of work and drawing package is ready to go out for competitive construction bids. The Aerial Joint-Use permit applications have all been submitted along with 3rd party communication make-ready tickets. Grant County / City of John Day permits for work in the ROW need to be drafted for submittal when

approved by CoJD.

We recommend reviewing all permit applications submitted and pending to make sure information is still current and active with permit agencies. City of John Day and/or Grant County permit applications will need to be drafted and submitted for review and approval. A site visit, drive out and cursory review of the project alignment is encouraged to make sure to document any changes to existing poles, existing communications lines and field conditions that may differ from now and the time the project was fielded in 2020.

Estimated Fees to perform a field verification site visit, update drawings with any changes, prepare and submit all remaining permits and assist with Bid Documents and RFP process - \$ 10K - \$ 12K

John Day Expansion / Innovation Gateway

All Aerial route segments have been fielded and data collected via GPS – see attached Route Overview Map for reference. Additional Underground field data collection, design, CAD and Permitting will be required to develop the Construction Drawings. Aerial Joint-Use Permit Applications will need to be drafted and submitted along with Aerial Joint-Use make-ready tickets in NJUNS. City of John Day and ODOT permits for work in the ROW need to be drafted and submitted.

We recommend resuming the field data collection, design and CAD to continue the effort that started in 2021. Aerial Joint-Use Pole Permit applications and 3rd Party Make-Ready tickets will need to be drafted and submitted for review and approval. Additional site visits and field effort will be required to complete the underground field engineering for remaining route segments including a cursory review of the routes previously fielded including existing poles, existing communications lines and field conditions that may differ from now and the time the project was fielded in 2021. For any existing buildings or facilities requiring connectivity, site surveys and site meeting will need to be coordinated and facilitated.

Estimated Fees to resume field data collection, verification of routes previously fielded; design and CAD; creating Construction Drawings; preparing / submitting all permits; and assist with Bid Documents and RFP process - \$ 15K - \$ 20K

Please review and let me know if you want to discuss in further detail or need more information for your meeting today.

Thank you,

Erik Orton

Commstructure Consulting, LLC

503.310.8340 Mobile | 971.266.4440 Direct



Communications Infrastructure

Planning | Design | Implementation

www.commstructureconsulting.com

Exhibit B

Broadband Design, Engineering, Project Management and Technical Consulting Services
and Related Services Proposal

[attached]

STATEMENT OF QUALIFICATIONS

City of John Day Qualified Consultant List - Technical Professional Services John Day, Oregon



Prepared by:



811 Railroad Avenue
Oregon City, OR 97045
(503) 343-4134

www.commstructureconsulting.com

June 30, 2021

June 30, 2021

Nick Green – City Manager
City of John Day
450 E. Main Street
John Day, Oregon 97845



Re: Qualified Consultants List – Technical Professional Services – City of John Day, Oregon

Commstructure Consulting, LLC appreciates the opportunity to support the City of John Day with Professional Technical Consulting Services. This submittal is to demonstrate the qualification and capabilities of our communications infrastructure design and engineering firm.

Commstructure specializes in Communications Infrastructure Planning, Design and Implementation serving the Pacific Northwest from our Oregon based office. Commstructure currently employs approximately 25 full-time core technical and professional staff. In addition, we actively recruit and employ technical contract staff, as required, for a scalable network design team to support fluctuation in the marketplace. With over 100 years of combined experience in communications infrastructure design, we apply our expertise and knowledge to complex design challenges both large and small. We have a reputation throughout the industry for detailed design quality and providing complex infrastructure design solutions to meet or exceed client expectations.

Our technical consulting practice provides OSP infrastructure design services throughout Oregon, Washington and the Pacific Northwest. Having designed thousands of projects ranging from long-haul backbone networks to Metro area networks to Fiber to the “X” (FTTx) projects, we have the proven experience, expertise and capability to get the job done. Most of our design team has worked together in the communications industry for over 20 years and synergies are securely in place.

As the President of Commstructure, I am authorized to represent Commstructure in contract negotiations. I am signatory of any contract that may result and serve as a legal representative of Commstructure with the authority to bind the Proposer in contractual matters. My contact information is as follows:

Erik Orton – President & CEO
Commstructure Consulting, LLC
811 Railroad Avenue, Oregon City, OR 97045
Phone: (971) 266-4440
Email: erik@commstructureconsulting.com

Thank you for the opportunity to submit our qualifications and be considered for future contracts under this solicitation. We appreciate the opportunity to continue our professional working relationship with the City of John Day and stand ready to meet the challenge with well executed and managed projects that will exceed your expectations.

Sincerely,

A handwritten signature in blue ink that reads 'Erik Orton'.

Erik Orton
President & CEO

Planning | Design | Implementation

811 Railroad Avenue | Oregon City, OR 97045 | (503) 343-4134
www.commstructureconsulting.com

Table of Contents

Service Offerings & Qualifications	1
<i>Commstructure Project Management Philosophy and Methods</i>	2
<i>Customer Service Standards and Practices</i>	2
<i>Quality Assurance Methodology</i>	2
<i>Procedures and Policies Related to Work Quality and Cost Control</i>	3
<i>Change Control Management</i>	3
Management and Organization Capabilities.....	4
<i>Available Resources & Organizational Chart</i>	4
Typical Project Understanding & Approach	5
<i>Phase I - Route Planning, Feasibility & Preliminary Design</i>	5
<i>Phase II - Field Data Collection, Design and Permitting</i>	6
<i>Phase III - Construction</i>	7
<i>Phase IV - As-Built & Permitting Close-Out</i>	7
<i>Industry Standard Assumptions, Limitations and Exclusions</i>	7
Selected Project & Client Experience	9
References	12
2021 Rate Schedule – Confidential – Do Not Distribute	13
<i>Standard Hourly Rates</i>	13
<i>Travel Expense and Reimbursable Expenses</i>	13

Service Offerings & Qualifications

Commstructure Consulting, LLC is a Technical Consulting Services Company based in Oregon, specializing in Communications Outside Plant (OSP) Infrastructure Design & Project Management. From Fiber Optic Metro Area Backbone Networks to Rural Broadband Fiber to the Home (FTTH) Connectivity, we provide a resource to assist Service Providers and Public Agencies with successful planning, design and implementation for connectivity of high bandwidth communications services.

Commstructure service offerings, as they relate to communications infrastructure design, include:

- ❖ Preliminary Route Research & Feasibility
- ❖ Budgetary Opinions of Probable Cost
- ❖ Field Data Collection & GPS Data Collection
- ❖ Permitting Requirements & Analysis
- ❖ Material Research, Specification & Procurement
- ❖ Right of Way (ROW) Permitting
- ❖ Project Management
- ❖ Construction Bid & Contract Administration
- ❖ New / Potential Customer Site Connections
- ❖ Aerial & Underground Facility Design
- ❖ Aerial Joint Use Permitting and Make Ready
- ❖ CADD Drafting
- ❖ Private Property Easement Coordination
- ❖ OSP Insight - GIS Infrastructure Management
- ❖ Project Coordination & Records Management
- ❖ Construction Observation & Oversight



Commstructure draws strength and knowledge in the communications design industry from experience with a broad range and size of projects. We have developed strong client relationships in both the public and private sectors throughout Oregon and the Pacific Northwest and many of Commstructure's Clients are the largest and most influential players in today's communications service and transport provider arena.

Commstructure also has many years of direct experience working with local Government agencies in Oregon, Washington and the NW. For nearly 20 years, we have been the Design Consultant for the City of Portland Integrated Regional Network Enterprise (IRNE), Quality-Life Intergovernmental Agency (Q-Life) in the Dalles and Wasco County, and are currently performing contract Feasibility and Design services for City of John Day, City of Oregon City, City of Gladstone and City of West Linn, and Clackamas County Broadband.

Our diverse list of clients and projects affords us a strong understanding and grasp of the various means, methods and challenges of communications infrastructure deployment. In addition to providing services for new design to our existing clients, we also provide clients with ongoing support with ongoing operations and maintenance including Relocation Projects; Maintenance Projects; Pole Transfers; Pole Violations; NJUNS; Make Ready Coordination; OSP Insight GIS Network Systems; and CAD Records Maintenance. Our mission is to provide superior customer service to clients while delivering high quality technical consulting services and quality work products at competitive rates.

Commstructure Project Management Philosophy and Methods

Project Management and client management is crucial to the success of the business and the projects. Although the Project Manager is the primary single point of contact for the client, we encourage other members of our design teams to interact and interface with the client and client representatives for details that may be specific to the component of the design they are involved in. Correspondence between management, project managers, design teams and the client are routinely shared to allow collaboration and at-a-glance updates on projects.

We feel that all of us at Commstructure serve a Project Management role by encouraging ownership of a project from inception to implementation. The more an employee is invested in the success of the entire project they are working on, the more they are invested in exceeding client's expectations.

Customer Service Standards and Practices

Exceptional customer service and customer relations are also the key to any successful business. Technical aptitude is important in consulting, but the ability to effectively listen to your clients, understand their needs and implement solutions is essential. Commstructure strives to leave a lasting impression with all clients that we are not only providing a service, but we are partners working together towards our mutual success. We measure the success of ourselves by the success of our clients.

Commstructure has an extensive list of new and repeat clients that we work with on a daily basis. We tend to treat every client as an equal and provide the same level of responsiveness and quality to all. We have the necessary communications tools including e-mail, direct extension phone lines, voicemail and mobile communications in order to make ourselves available during all business hours to meet the responses needed in today's electronic environment. We make every effort to return calls and e-mails the same business day or within 24 hours and take the time to answer client calls if available.

Quality Assurance Methodology

Commstructure maintains a reputation for setting the standard of innovation and quality in the industry. We do not assume this to be true based on our beliefs, but we base it on the feedback we receive from repeat clients and new clients alike. We are proud to know that we are recognized for the efforts we strive for in quality despite being humble enough to put forth the effort without recognition. Consulting is a balance of believing in ourselves and our capabilities while relying on our experience and knowledge to help others develop their infrastructure.

In order to maintain a high level of quality in our services, all project deliverables go through a peer review process internally prior to submittal to management for final quality assurance and quality control (QA/QC). Drawings are reviewed and edited for visual aesthetics in addition to technical content. Technical specifications and project documentation is proof-read and edited for readability, content and consistency. The bar we set internally for quality and content is set the same for each and every client and project. In the end, our goal is to provide a deliverable that is clear, concise and constructible without the need for re-designing in the field during construction. We feel this level of quality is value added to our clients and reduces the need for extensive interpretation or guidance for others to be able to implement our designs.

Procedures and Policies Related to Work Quality and Cost Control

Commstructure incorporates several mechanisms into our work process to assure that the project is well coordinated at all times, is focused on the key issues related to the project and has a full-time commitment to quality assurance. Coordination and quality assurance are achieved at the project management level. Our management approach is to establish project parameters, benchmarks and guidelines to stay well ahead of decision points with necessary information. The project team proposed is designed to fit the needs of this magnitude of undertaking. Our management structure is focused exclusively on delivering on time and on budget, a product of the highest caliber.

Commstructure Quality Control program will be implemented as follows:

- ❖ Commstructure quality control system is an integral part of the design process from the first review of the task scope, through design submittals and throughout the completion of the project. Our management team will direct and assist the team in meeting project objectives for design quality, schedule and budget control
- ❖ Commstructure uses extensive checklists in its quality control system. These checklists will be used and modified based on the scope of work and the magnitude of the project.
- ❖ Commstructure designates the quality review team at the very beginning of the project and schedules the deliverable review process in a timely manner so as to provide ample time for a thorough review of all project documents

Effectively communicating all design decisions early in the process helps alleviate budget constraints. A consultant needs to understand the goals of the client, but then responsibly indicate what the impact to the budget will be. Schedule deadlines are also easily met when an understanding by the entire project team and the client is in place. Providing information to the stakeholders requesting required information by certain dates assists in ensuring the team can meet the schedule dates.

Change Control Management

Careful budgeting and scope development when preparing Task Orders is instrumental in change control management. Understanding the parameters of a project and drawing from past and present experiences affords us the ability to accurately budget projects. If we don't fully understand the scope, we request clarification from the client to make sure we have mutual understanding of a project. The budgets are developed based on our understanding and we detail provisions and limitations in the event that we are unable to estimate completely for elements of a project that are not under our control.

Once the project is under way, we distribute internally hourly budgets to the entire staff for each and every project. We review the budget versus actual reports on a weekly or monthly basis depending on the size of the project and measure them against the milestones and deliverables. Unless there is a change in scope or schedule by influences outside our control, our projects are completed within budget and on schedule. In the event the scope or schedule changes on a work order, we communicate the changes to the client project manager and mutually agree upon additional compensation and/or allocation of additional time. Task Order amendments or change orders are then prepared and submitted for approval to document the changes.

Management and Organization Capabilities

Commstructure design team is comprised of a mix of Project Managers, Field Technicians, Designers, CAD Technicians and Permit Specialists that all play important roles in the project lifecycle. At project inception, a Project Manager is assigned to the project and the design team is formed. Together the team meets to understand the scope of the project and establish priority, schedule and responsibility. Weekly project status meetings are held to discuss project status, schedules and timelines to make sure milestones are being met.

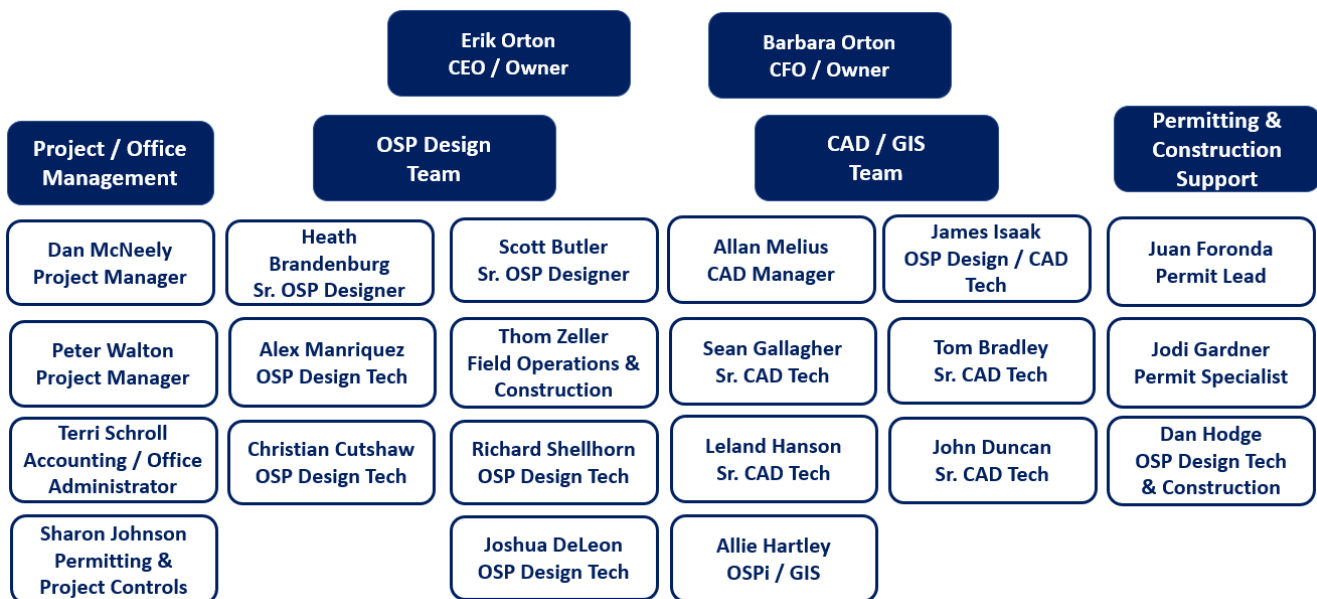
Throughout the project lifecycle, the design team collaborates on a regular basis to ensure each element of the project is completed and milestone events coincide with the overall project completion date. The project manager is responsible for monitoring the project budgets and deliverables are on target. Monthly project status review of budget and draft invoices for projects are completed to make sure projects and deliverables are within contractual parameters.

Project Managers and project team members report to the owner and operations manager on a regular basis during staff meetings and informal meeting updates to ensure that management has a finger on the pulse of the company and individual projects.

Available Resources & Organizational Chart

It takes a unique team approach to provide the variety of services outlined in this SOQ. Commstructure team has exceedingly strong technical, analytical and project management credentials, including extensive work with local permitting agencies, public and private entities.

The Commstructure team consists of a diverse group of technical design professionals specializing in the communications infrastructure industry. The following is the current organizational chart of our project team, and specifically, those identified to provide key resources supporting projects.



Typical Project Understanding & Approach

Commstructure is confident in our abilities to perform projects of small or large magnitude with the team we have assembled. We strive to dedicate adequate project staff and resources to a project to see it through from conception to implementation. In the event that it becomes necessary to supplement staff or substitute project team members, we are able to draw from our other resources of qualified and diversified staff as required to fulfill the obligations of the project. Furthermore, we would also attempt to defer work opportunities from other clients and projects to meet the necessary staffing requirements to stay on schedule and budget.

Prior project experience has taught us the art of careful scoping, scheduling and planning to mitigate delays in schedule and milestones. Our experience and relationships with the various agencies on these projects will afford us the ability to strategically design and submit permits for segments of the project that we anticipate long lead times for processing. By carefully planning each segment of design in the route feasibility phase, we make every effort to identify all critical path tasks in advance and prioritize them based on the anticipated completion to fall into sequence for construction. Careful planning in advance results in a more manageable project from a schedule standpoint resulting in staying within the boundaries of the budgets. Although every project has its challenges, we strive to develop a relationship of mutual trust and collaboration with clients that helps us to identify potential issues and proactively address the solutions together.

The typical communications infrastructure design project lifecycle will consist of a combination of route planning, feasibility, field data collection and field design onsite as well as design and deliverable production at the offices of Commstructure. The following is a sample project workflow and scope of work that goes into our typical projects:

Phase I - Route Planning, Feasibility & Preliminary Design

- ❖ Coordinate and attend initial meetings with each permit agency governing the Rights of Way applicable to the proposed alignments. The meetings will be to introduce the project to the agencies; discuss the project approach; identify any potential future projects that may conflict with the proposed alignments; and determine permitting, design and construction requirements
- ❖ Coordinate and attend initial facility site connection meetings with building owner, property manager or client representative for fiber optic cable entry and termination. The meetings will be to identify the network termination location; internal cable raceway routing; building entry requirements; and routing to the facility from the public right of way
- ❖ Develop conceptual route maps utilizing Google Earth KMZ or alternate mapping methods to best demonstrate route options, route distances and logistical requirements for estimating design cost, construction cost and permitting
- ❖ Prepare an opinion of probable cost for design cost, construction cost and permitting based on a combination of historical cost data and current market conditions for projects of similar nature. Cost data will also take into consideration least cost alternatives and value engineering options to be shared with the client for budgeting and scheduling purposes
- ❖ As required, an Environmental Sub-Consultant will be retained to determine requirements for environmental assessment, identification and mitigation to satisfy permitting requirements on public and private right of ways. Sub-Consultant will contact Agencies to find out what types

of studies have been recently completed along the alignments and confirm what is needed to satisfy Environmental Requirement aspect of ROW permits. Sub-Consultant will also perform background research for known archaeological resources or identify any potential historic use of the land that may have left archaeological resources. Also, research for listed plants, wildlife or fish species protected under the federal Endangered Species Act and or the State endangered species act. Information gathered from this research will provide direction to determine needs for pedestrian surveys for Phase II of the project. Commstructure will be the lead consultant and the Environmental Consultants will be Sub-Consultants to Commstructure

Phase II - Field Data Collection, Design and Permitting

- ❖ Perform route field data collection 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
- ❖ 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
- ❖ 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
- ❖ Compile and process electronic GPS Field Data and export to geo-referenced AutoCAD format for insertion into base maps for construction drawing development
- ❖ 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
- ❖ 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
- ❖ Develop technical specification documentation supporting construction requirements, material rake off, schedules and methods of procedure for the installation of aerial and underground infrastructure
- ❖ Develop Outside Plant Design project drawings in 11x17 AutoCAD and PDF electronic format for use in permit submittal, competitive bid and installation
- ❖ 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, County, State and Federal Agencies; and any other entities that may be identified during route development or route re-alignments
- ❖ 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: Pacific Power & Light (PP&L); Frontier; Century Link; and any other pole owner entities that may be identified during route development or route re-alignments

- ❖ Prepare, Submit and Manage Aerial Joint Use make-ready tickets via National Joint Utility Notification System (NJUNS) for adjustment of existing electrical and communications equipment on the poles as required to accommodate new installation requirements
- ❖ Preparation of preliminary construction drawing submittal at 80% design completion for review and comment by Clients and Permit Agencies (if applicable)
- ❖ As required, Environmental Consultant will perform pedestrian surveys or further research as required. 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

Phase III - Construction

- ❖ Competitive Bid Document & Specification Preparation
- ❖ Host and/or Attend Bid Meetings
- ❖ Receive, Summarize and Compare Contractor Bid Pricing and Submittals
- ❖ Contractual Negotiation & Documentation
- ❖ Construction Oversight, Inspection; Reporting & Final Acceptance
- ❖ Owner Project Lifecycle Management & Support

Phase IV - As-Built & Permitting Close-Out

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

Industry Standard Assumptions, Limitations and Exclusions

- ❖ Owner will be responsible for all Permit Fees
- ❖ 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
- ❖ Owner will be responsible for the negotiation and acquisition and all private easements if applicable unless otherwise requested by owner and negotiated with Commstructure
- ❖ 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
- ❖ Alternate Route Designs or Contingency Route Designs shall be reimbursed according to the Unit Design Rates or negotiated Hourly Unit Rates
- ❖ Weekly Conference Calls to provide project schedule updates and discuss project progress, milestones and action items

- ❖ Travel Expenses incurred by Design Staff shall be reimbursed according to the Commstructure Travel Reimbursement Policy
- ❖ 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 shall be considered a change in Scope and Schedule. Additional fielding, design and permitting shall be negotiated according to the hourly or unit rates and the schedule shall be revised based on a mutually acceptable and reasonable amount of time to complete the additional design and permitting
- ❖ 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
- ❖ 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
- ❖ Additional Environmental services and issues that are available are as follows:
 - Archeological probes (digging for specific clearance or discovery)
 - Archeological monitoring during construction
 - USACE and ODSL fill and removal permits for wetland or waters of the state impacts
- ❖ Construction cost estimates are an opinion of probable cost (OPC) that may be provided as part of a project for budgetary rough order of magnitude estimates of construction, engineering and materials. In providing opinions of probable construction cost, it is recognized that neither the Owner nor Commstructure has control over the cost of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. 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 Contractor's bids or the negotiated price of the Work described in the cost estimate will not vary from the Owner's budget or from any opinion of probable cost prepared by Commstructure

Selected Project & Client Experience

QUALITY LIFE INTERGOVERNMENTAL AGENCY (Q-LIFE) FIBER OPTIC NETWORK • *The Dalles, OR*



Q-Life is an intergovernmental agency comprising the City of The Dalles and Wasco County. Commstructure principals have been instrumental in the planning, design, construction and project management involving a 17-mile fiber optic network connecting City, County, Medical and Educational facilities in and around the community of The Dalles, Oregon. The network also includes middle mile connectivity to LS Networks (formerly NoaNet). The original scope of work as well as ongoing support includes field data collection, pole strength calculations, OSP Infrastructure design; permitting; NJUNS/joint-use aerial management; electronics

specification; OSP Insight GIS based infrastructure management; bid specifications for system installation; contractor procurement and construction oversight. Recent project highlights include the feasibility, design, permitting and construction oversight of a Fiber to the Home (FTTH) project in the City of Maupin, Oregon with connections to over 400 homes and businesses in the community.

CITY OF JOHN DAY - *John Day, Oregon*

The City of John Day and Grant County have formed the Grant County Digital Network Coalition (GCDNC) to promote and guide Broadband development in the region. They are currently working to deploy their Broadband Strategic Plan through public-private partnerships and state and federal funding opportunities. GCDNC in partnership with Oregon Telephone Company were recently awarded a USDA Community Connect Grant that will provide funds to design and build approximately 60 miles of new fiber optic infrastructure in the underserved rural areas of Grant County. Commstructure supported the grant application effort, and this project will be a large step toward bridging the digital divide in the region. Commstructure is also assisting the City and GCDNC with feasibility, planning and design for expansion of the municipal fiber optic infrastructure connecting the Municipal Airport; Port Industrial Park; City Hall; 911 Center; Education Service Districts; and various other City, County, State and Medical Facilities throughout the City of John Day, Canyon City and Seneca.

COLUMBIA BASIN ELECTRIC COOPERATIVE • *Condon, Oregon*

Commstructure provided Technical Consulting Services to Columbia Basin Electric Cooperative for design and installation of a Prefabricated Concrete Communications Shelter within the confines of the existing CBEC Material Storage Yard located on Cottonwood Road near Condon, Oregon. The scope of work also included design of approximately 7,500 feet of aerial and/or underground infrastructure lateral extensions from the Condon POP site to proposed Zayo and City of Condon dark fiber routes for inter-connectivity and access to the leased dark fiber. The communications shelter created a Point of Presence (POP) facility in Condon for the purposes of terminating middle-mile and last-mile owned and leased fiber optic network cables in addition to housing equipment and electronics in a carrier-neutral facility designed for collocation and interconnection of broadband internet and transport service providers.

CITY OF PORTLAND – INTEGRATED REGIONAL NETWORK ENTERPRISE • *Portland, OR*

Provide OSP Infrastructure planning, design and construction management support for the City of Portland's IRNE Network for more than 15 years. The City has built a robust and wide, encompassing fiber optic network connecting the City's facilities for internal voice and data services. Major project highlights include the design of approximately 10 miles of aerial and underground backbone with lateral connectivity to over 15 control sites for the Bureau of Environmental Services East Side CSO project. Also, Commstructure recently audited the City's physical infrastructure including almost 300 sites and 100 route miles for the development and implementation of OSP Insight, a GIS based network infrastructure management system. After recently completing a strategic 5-Year Expansion planning effort, Commstructure and the City of Portland are in the process of implementing the year-two plan with connections to multiple City and County sites that are slated for on-net conversions.

LIGHTSPEED NETWORKS (LSN) • *Oregon / Washington / California*

Commstructure supports LSN with planning, design and project management of communications infrastructure deployment in Oregon, Washington and California for backbone rings and lateral connections. Scope of services include field data collection; OSP infrastructure design; construction drawings; ROW permitting; environmental permitting; project management; and records management. Recent project highlights include the design of over 200 miles of aerial and underground backbone and FTTx connectivity of more than 300 wireless communication tower sites upgrading to 4G LTE. Commstructure is currently supporting LSN with FTTx Market Expansion in various communities throughout Oregon and Washington including projects for small, large and enterprise businesses; medical and health care customers; governmental agencies; and 5G / Small Cell High-Level Design (HLD) and Low-Level Design (LLD) implementation in these new and existing markets.

WAVE BROADBAND • *Oregon / SW Washington*

Commstructure has an ongoing and long-standing relationship with Wave Broadband supporting OSP Infrastructure Feasibility, Design, Permitting and Technical Consulting Services in Oregon and SW Washington. Current project highlights include fielding, design and permitting for aerial and underground backbone and line extension project in the Portland Metro Area with last-mile connectivity to over 120 schools for the Multnomah Education Services District (MESD). Commstructure is also supporting a 25-mile backbone ring expansion project that leverages an acquired existing conduit pathway encircling the Portland Metro and Tri-County region. Scope of work includes verification and validation of existing conduit pathway and vaults; intercepting existing conduit at strategic locations and adding 46 new vault interconnects; micro-duct and large count fiber pulling design; and right of way permitting coordination with traffic control planning.

CITY OF GLADSTONE • *Gladstone, Oregon*

Commstructure recently completed the fielding, design and permitting of underground and aerial fiber optic infrastructure connecting City Hall, City Library, Community Center, and City Shops Buildings in Gladstone, Oregon. Total estimated route distance is approximately 1,300 feet (0.25 miles) of underground infrastructure; 2,900 feet (0.55 Miles) of aerial infrastructure; Four (4) Building Entry and Facility Connections and associated joint-use pole and public right of way permitting. Ongoing support includes planning and design for the relocation of City Hall and their existing network operations center.

CITY OF OREGON CITY • *Oregon City, Oregon*

Commstructure recently completed the fielding, design and permitting of underground and aerial fiber optic infrastructure connecting the existing Oregon City Fiber Network to the new Police Department Building, Development Services Facility, Future City Shops and Public Works pump station in Oregon City, Oregon. Scope of work including route planning, feasibility, design and associated joint-use pole and public right of way permitting. Ongoing support includes master network planning with future expansion and connections to additional City facilities with expansion of the backbone and distribution infrastructure in and around Oregon City.

AT&T LOCAL SERVICES • *Oregon / SW Washington*

This project involved the design for AT&T's Metro Area Network backbone rings and lateral connections. Initially, the route planning, field data collection and design of the network's backbone routes were conducted. Continuing design work over the last 15 years has primarily consisted of lateral builds and building entry connections to new customers and relocation projects. The scope of work includes field data collection; OSP infrastructure design; construction drawing preparation; permitting; project management; NJUNS/joint-use aerial management; as-built and records management. Recent project highlights include installation of over 50 vaults and 25 miles of fiber optic backbone ring to augment the network around the Portland Metro area. In addition, Commstructure has performed the design and permitting for FTT(x) connectivity of more than 200 wireless communication tower sites upgrading to 4G LTE.

CLACKAMAS COUNTY BROADBAND EXCHANGE (CBX) • *Clackamas County, Oregon*

Clackamas County Broadband is a Dark Fiber and Transport service provider with approximately 200 miles of fiber serving both urban and rural communities, including Milwaukie, Oregon City, Gladstone, Damascus, Boring, Sandy, Estacada, Colton, Molalla, and Canby. Commstructure scope of work includes field data collection; OSP infrastructure design; construction drawing preparation; permitting and project management. Recent project highlights include a joint-build backbone in cooperation with the City of Portland between Portland and Lake Oswego. Also, Commstructure provided infrastructure design services to CBX to extend its 250-mile dark fiber network with an 11-mile backbone connecting twelve (12) new school sites located within the City of Lake Oswego.



References

The following references are for projects recently completed by the Commstructure team which best characterize capabilities and experience. Additional references can be furnished upon request.

Rob Durkin, BTS - Network Engineering & Support Team

City of Portland, Bureau of Technology Services - Infrastructure & Engineering

3732 SE 99th Avenue, Portland, OR 97266

(503) 823-3055 | Rob.Durkin@portlandoregon.gov

Project: City of Portland - Integrated Regional Network Enterprise (I.R.N.E) Fiber Optic Network

Role in Project: Project Manager - OSP Planning, Design, Technical Specification and Construction Admin

When work was done: Current on-going Task Orders since 2006 as Commstructure and 2000 with other firms.

Matthew Klebes, Administrative Services Director

Quality Life Networks (Q-Life)

511 Washington Street, Suite 101, The Dalles, OR 97058

(541) 506-2553 | matthewk@co.wasco.or.us

Project: Q-Life - Various Projects

Role in Project: Project Manager - OSP Planning, Design, Technical Specification and Project Management

When work was done: Current on-going projects since 2006 as Commstructure and 2000 with other firms.

David Knoll, Information Technology Supervisor

City of Oregon City

511 Washington Street, Suite 101, The Dalles, OR 97058

(503) 496-1557 | dknoll@orc.org

Project: City of Oregon City - Various Projects

Role in Project: Project Manager - OSP Planning, Design, Technical Specification and Project Management

When work was done: Current on-going projects since 2012

Keith Mobley, Q-Life Board Member, Chair OPB Board of Directors

Keith A. Mobley Law Office

141 Main Street, Dufur, OR 97021

(541) 993-2086 | mobley@ortelco.net

Project: Q-Life - Various Projects

Role in Project: Q-Life Board Member

When work was done: Current on-going projects since 2006 as Commstructure and 2001 with other firms.

Nick Green, City Manager (Administrator - Grant County Digital Network Coalition - GCDNC)

City of John Day

450 East Main Street, John Day, OR 97845

(541) 575-0028 | [greenn@grantcounty-or.gov](mailto:green@grantcounty-or.gov)

Project: John Day Fiber Optic Expansion and Grant Applications

Role in Project: Project Manager - OSP Planning, Feasibility, Design, Technical Specification and Project Management

When work was done: Current on-going projects since early 2018

2021 Rate Schedule – Confidential – Do Not Distribute

Standard Hourly Rates

<u>Unit #</u>	<u>Unit Description</u>	<u>Basis</u>	<u>* Rate</u>
CC109	Principal	Per Hour	\$ 135.00
CC110	Project Manager	Per Hour	\$ 120.00
CC111	Senior OSP Designer	Per Hour	\$ 110.00
CC112	OSP Designer	Per Hour	\$ 95.00
CC113	OSP Design Technician	Per Hour	\$ 80.00
CC114	Senior CAD Technician	Per Hour	\$ 90.00
CC115	CAD / GIS Technician	Per Hour	\$ 85.00
CC116	Office / Project Coordinator	Per Hour	\$ 85.00
CC117	Permit Coordinator	Per Hour	\$ 85.00
CC118	Owner Representative / Construction Oversight	Per Hour	\$ 95.00

* Rates are subject to an annual review and adjustment.

Travel Expense and Reimbursable Expenses

Standard Hourly Rates do not include provisions for travel expenses or other reimbursable direct expenses (i.e., sub-consultants, express mail, permit fees, large format color plotting, specialized base mapping data for specific communities, reprographics, binding, etc.) unless otherwise specified in project specific work orders or quotes.

Travel expenses including travel time, meals, lodging and miscellaneous expenses will be reimbursed at actual cost plus 10% for projects requiring travel beyond a 50-mile radius of the Commstructure home office.

All mileage incurred will be reimbursed per the current effective IRS reimbursement rate at the time driven.

Sub-consultants, reprographics, courier services and other reimbursable direct expenses shall be reimbursed at actual cost plus 10%.

2022 – Standard Hourly Rates Time & Expense (T&E)

Standard Hourly Rates

<u>Unit #</u>	<u>Unit Description</u>	<u>Basis</u>	<u>* Rate</u>
CC109	Principal	Per Hour	\$ 150.00
CC110	Project Manager	Per Hour	\$ 135.00
CC111	Senior OSP Designer	Per Hour	\$ 120.00
CC112	OSP Designer	Per Hour	\$ 105.00
CC113	OSP Design Technician	Per Hour	\$ 90.00
CC114	Senior CAD Technician	Per Hour	\$ 100.00
CC115	CAD / GIS Technician	Per Hour	\$ 95.00
CC116	Office / Project Coordinator	Per Hour	\$ 95.00
CC117	Permit Coordinator	Per Hour	\$ 95.00
CC118	Owner Representative / Construction Oversight	Per Hour	\$ 105.00

* Rates are subject to an annual review and adjustment and the Professional Services Agreement shall be amended by written agreement by both parties

Travel Expense and Reimbursable Expenses

Standard Hourly Rates do not include provisions for travel expenses or other reimbursable direct expenses (i.e. sub-consultants, express mail, permit fees, large format color plotting, specialized base mapping data for specific communities, reprographics, binding, etc.) unless otherwise specified in project specific work orders or quotes.

Travel expenses including travel time, meals, lodging and miscellaneous expenses will be reimbursed at actual cost plus 10% for projects requiring travel beyond a 50-mile radius of the Commstructure home office.

All mileage incurred will be reimbursed per the current effective IRS reimbursement rate at the time driven.

Sub-consultants, reprographics, courier services and other reimbursable direct expenses shall be reimbursed at actual cost plus 10%.