



## CITY OF FARMINGTON

800 Municipal Drive  
Farmington, NM 87401-2663  
(505) 599-1373  
Fax (505) 599-1377  
<http://www.fmtn.org>

REQUEST FOR PROPOSALS  
FOR  
Multi-Term Contract  
Furnish and Install Fiber Optic Cable and Materials  
RFP #12-89382

**IMMEDIATE ATTENTION**  
ADDENDUM ONE

January 18, 2012

Notice to Offerors: The above referenced Request for Proposal (RFP) is hereby amended as follows:

**ADD:** The attached Exhibit A, Draft Agreement. It is understood that this is a draft agreement only, and is subject to variances as conditions and circumstances change.

Page 48, Special Conditions, Section 3, header shall read: STATE OF NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS, REGISTRATION OF CONTRACTORS:

**CHANGE TO READ:** Pursuant to 13-4-13.1 NMSA 1978, Public Works Contracts, Registration of Contractors and Subcontractors. Contractors submitting Proposal pricing more than ~~\$50,000~~ \$60,000 shall be registered with the New Mexico Department of Labor **prior** to submitting a Proposal to the City of Farmington. If a Contractor is not registered at the time of Proposal opening, their Proposal shall be considered a non-responsive Proposal and will be rejected. Contractors may find additional information on the registration requirements and forms at the following website: [http://www.dol.state.nm.us/dol\\_pubwage.html](http://www.dol.state.nm.us/dol_pubwage.html)

A pre-proposal conference was held at the Purchasing Department, Conference Room, at 10:00 a.m. on January 11, 2012. The purpose of this pre-proposal was to answer any questions, as might arise, with respect to the requirements and execution of the proposal. Questions resolved at this meeting are included in the "Minutes" and will be kept in the Proposal File. Offerors interested in receiving the "Minutes" may obtain a copy by accessing the City of Farmington website, [www.fmtn.org](http://www.fmtn.org).

Receipt of this addendum shall be noted on page 6 in the Request for Proposal documents for the above referenced RFP.

If your request for proposal has already been submitted to this office, and this addendum will affect your proposal, please contact this office and we will return your proposal. Any proposals that have been received, and are not requested to be returned will remain in this office unopened until **January 31, 2012** at 2:00 p.m.

**PURCHASING**

/s/ Polly Waresback

Polly Waresback, CPPB

Buyer II

Phone: (505) 599-1370

Fax: (505) 599-1377

Email: [pwaresback@fmtn.org](mailto:pwaresback@fmtn.org)

## EXHIBIT A

### DRAFT SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (this “Agreement”) effective as of [ENTER DATE] (“Effective Date”) is entered into by and between [“Name of Contractor”], a [“Business Entity Type and state in which it is incorporated”] (the “Contractor”) and **City of Farmington**, a New Mexico municipal corporation (“City”). Contractor and City may be referred to collectively as the “Parties” or individually as a “Party.”

### RECITALS

**WHEREAS**, Contractor has represented to City that it is specifically qualified to perform services of the nature contemplated by this Agreement; and

**WHEREAS**, City desires to engage the services of Contractor and Contractor desires to perform such services for City.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth in this Agreement, Contractor and City agree as follows:

**1. Services.** Contractor agrees to perform the services as set forth in **Exhibit A-1** attached hereto (“**Services**”) in a timely manner and in accordance with the terms and conditions of this Agreement and applicable laws. Contractor shall furnish, at its own expense, all labor, transportation, materials, consumables, qualified supervisory personnel, tools, equipment and facilities, to properly perform the Services, except as otherwise provided in the Scope of Services.

**2. Compensation.**

**2.1** For performance and completion of the Services, City shall pay Contractor according to Section 2.1.1 as set forth and described herein

**2.1.1** The initial base fee for the Services performed, shall be per Attachment 1, Line Item Pricing, Bloomfield Substation to Giant Substation Project document dated \_\_\_\_\_, in the sum of \$\_\_\_\_\_. The future base fee for the Services performed shall be per Attachment 2, Supplemental Agreement – Line Item Pricing, Multi-Term Contract for Future Projects. Line item pricing shall include all overhead, administrative costs and profit margins whatsoever, plus applicable gross receipts taxes which are payable by Contractor to the relevant taxing authority and reimbursable by City pursuant to **Section 11 “Taxes.”** Compensation adjustments may be allowed, to the extent that line item quantities increase or decrease and unit item pricing remains fixed for this project.

**2.1.2** During the first twelve (12) months of the Agreement, unit prices stipulated in Attachment 2, Supplemental Agreement-Line Item Pricing, Multi-Term Contract for Future Projects, shall be fixed. Payment will be due and payable in accordance with Article 9 of this Agreement.

**2.1.3 Price Redetermination** – The project cost fees (hereinafter call “line item pricing”) shall remain firm for the first twelve (12) months from the Effective Date. In the event the Agreement is renewed, the line item pricing to be paid is subject to increase or decrease using the following calculations:

**2.1.3.1** Price adjustments will be calculated using the Consumer Price Index For All Urban Consumers, Current Series, All Items. The Agreement may be continued from year to year upon the same terms and conditions after the expiration of the initial term, except that the price to be paid shall be increased or decreased by 100% of the change as reflected by the All Items Index of the Consumers Price Index published by the U.S. Department of Labor for the preceding twelve (12) months, provided that any such increase or decrease shall not exceed five (5%) percent in any one (1) year.

**2.1.3.2** Base Period: September 2011 is hereinafter the referenced “base period”.

**2.2** Except, as specifically otherwise provided for in the Agreement, the foregoing compensation shall constitute the sole compensation payable to Contractor for performance of the work or anything done in connection thereto.

**3. Changes to Services.** City may, at any time, revise the Services by providing written notice to Contractor of the required changes. Contractor may propose changes to the Services to City, but such proposed changes will only become effective upon obtaining the written approval of a City contracting agent or City officer/official. The rate of compensation set forth in **Section 2 “Compensation”** may only be changed by a written agreement of the Parties signed and dated by a City contracting agent or City officer/official and Contractor.

**4. Term.** This Agreement shall remain in full force and effect from the Effective Date until “Date”, unless terminated earlier as provided herein. This Agreement shall be renewed automatically, subject to the appropriation of funds by the City Council, from year to year for “four (4) additional consecutive one (1) year periods”.

## **5. Termination.**

**5.1 Termination by City for Cause.** In the event of a default by Contractor and if City elects to terminate this Agreement and the Services, then City shall give written notice of termination to Contractor specifying the date of termination. City may, at its option, (a) take possession of work performed by Contractor as of the date of termination to maintain the orderly progress of, and to finish the Services; or (b) finish the Services by whatever other reasonable method City deems expedient.

**5.1.1** If the unpaid balance of Contractor’s compensation under **Section 2 “Compensation”** for Services performed prior to the effective date of termination exceeds the cost of finishing the Services and any other extra costs or damages incurred by City in completing the Services, or otherwise as a result of Contractor’s default, such excess shall be paid to Contractor. If such costs exceed the unpaid balance of Contractor’s compensation for Services performed prior to the effective date of termination, Contractor shall pay the difference to City. These obligations for payment survive termination.

**5.1.2** Termination of this Agreement and the Services in accordance with this **Section 5.1** shall not relieve Contractor “or its surety” of any responsibilities for Services performed.

**5.1.3** If City terminates this Agreement for default under this **Section 5.1** and it is later determined that Contractor was not in default, then such termination shall be deemed a termination for convenience pursuant to **Section 5.2 “Termination by City for Convenience.”**

**5.2 Termination by City for Convenience.** The City Manager may, upon advance written notice to Contractor, suspend, abandon or terminate the Services, or any portion of the Services thereof, and terminate this Agreement, for any reason whatsoever including for the convenience of City without regard to whether or not Contractor has defaulted or failed to comply with the provisions of this Agreement. If the City Manager terminates the Services, or any portion of the Services thereof for convenience, City shall pay Contractor for all parts of the Services performed prior to the effective date of termination, including materials provided, in conformity with this Agreement, plus an amount for the Contractor’s substantiated, reasonable direct costs necessarily incurred in preparation for the parts of the Services not yet performed and in shutting down its operations; plus an amount for a reasonable part of the profit Contractor would otherwise have earned for the percentage of Services performed prior to such termination, provided that the total sum payable to Contractor upon termination shall not exceed the unpaid balance of Contractor’s compensation under **Section 2 “Compensation”**. Contractor shall not be entitled to any other costs or damages whatsoever arising out of Contractor’s performance of the Services and the termination by City for convenience.

**5.3 Stopping Services.** When City terminates the Services in accordance with **Section 5.1 “Termination by City for Cause”** or **Section 5.2 “Termination by City for Convenience,”** Contractor shall take the actions set forth herein. Unless City directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly (a) stop performing Services on the date and as specified in the notice of termination; (b) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Services that is not terminated; (c) cancel orders and subcontracts, upon terms acceptable to City, to the extent that they relate to the performance of Services terminated; (d) assign to City all of the right, title, and interest of Contractor in all orders and subcontracts related to Services which shall continue; (e) deliver completed work to City and take such action as may be necessary or as directed by City to preserve and protect the work, work site, and any other property related to the Services in the possession of Contractor in which City has an interest; and (f) continue performance only to the extent not terminated.

**5.4 Suspension of the Services.** City may, for any reason, at any time and from time-to-time, by written notice to Contractor, suspend the carrying out of the Services or any part thereof, whereupon Contractor shall suspend the carrying out of the Services or any part thereof for such time or times and in such manner as City may require. During any such suspension, Contractor shall properly protect and secure the results of the Services in such manner as City may reasonably require. Unless otherwise instructed by City, Contractor shall, during any such suspension, maintain its staff and

labor on or near the work site and otherwise be ready to proceed with the Services upon receipt of City's further instructions. City and Contractor shall negotiate a change order to address the impact of such suspension on Contractor's compensation and the term of this Agreement in accordance with **Section 3 "Changes to Services"** of this Agreement.

**5.5 Termination by Contractor for City Default.** Subject to City's right of set-off, if City fails to pay Contractor any undisputed amount due hereunder, and such failure continues for thirty (30) days following receipt of written notice thereof from Contractor, then Contractor shall be entitled to suspend further performance of the Services and be paid its costs during the period of suspension in the same manner as provided in **Section 5.4** until the undisputed amount due, plus applicable interest, has been paid. If (a) such failure continues for an additional period of thirty (30) days or (b) Contractor's Services under this Agreement are delayed by an event of Uncontrollable Forces (as defined in **Section 14** herein), and/or suspended by City, for one hundred eighty (180) days or more, then Contractor shall be entitled to terminate this Agreement by written notice to City and be paid its costs in the same manner as provided in **Section 5.4**.

**5.6 Delivery of Documents.** Upon the suspension, abandonment, or termination of this Agreement, in whole or in part, Contractor shall execute and deliver all such instruments and take all such steps, including assignment of its contractual rights with third parties, as may be required to fully vest in City all right, title, and interest in all Services, including but not limited to all plans, specifications, materials, and equipment procured and all contractual rights, and/or cancel or terminate, at City's option, such of those contractual rights including, but not limited to, subcontracts and purchase orders as may be requested in writing by City.

## **6. Contractor Representations and Corrective Action.**

**6.1** In addition to other representations and warranties contained in this Agreement, Contractor represents and warrants to City that:

- (a) Contractor has performed similar Services and possesses the specific training, skills, knowledge, necessary personnel, and legal right to perform the Services. Contractor shall provide in connection with the Services the standard of care, skill, and diligence normally provided by a Contractor in the performance of similar services and warrants that all such Services shall be performed in accordance with sound and accepted industry standards and practices, and in accordance with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as amended from time to time (including but not limited to all applicable environmental, health and safety, cultural preservation and natural resources management laws, statutes, regulations, rules, and ordinances, as amended from time to time).
- (b) The compensation described in **Section 2 "Compensation"** is reasonable compensation for the performance of the Services, as represented by this Agreement, including all exhibits, and

Contractor's independent evaluation of the Services to be performed and investigation of site conditions.

- (c) Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Services and perform Contractor's obligations required by this Agreement.
- (d) Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Services and perform the obligations required by this Agreement and has sufficient experience and competence to do so and is properly insured and licensed to perform the Services.
- (e) Contractor is the holder of or will take the necessary action to obtain all consents, licenses, permits, or other authorizations required to allow it to operate or conduct its business now and as contemplated by this Agreement and to perform the Services under this Agreement.
- (f) No services performed or goods provided by Contractor shall cause any process, procedure, hardware, software, firmware, micro-code, equipment, component or device or any part thereof that is used in City's operations and is currently Date Data Compliant, to thereafter cease to be Date Data Compliant. Contractor represents and warrants that all services rendered by Contractor to City pursuant to this Agreement shall be Date Data Compliant and that all processes, procedures, hardware, software, firmware, micro-code, equipment, components, devices or any part thereof provided by Contractor to City in rendering such services are designed to be Date Data Compliant. For purposes of this Agreement, "Date Data Compliant" means that all date-data is electronically recognized, handled and manipulated without interruptions or inaccuracies.

**6.2** Contractor shall remedy, at its own expense, any problems or damages arising out of Contractor's failure to perform the Services in accordance with this Agreement. If Contractor does not take the necessary corrective action within a reasonable time after receipt of City's written notice of the problem, City may take such corrective action through itself or through contract with others, and shall charge Contractor for all such costs incurred by City. The rights and remedies of City provided for in this **Section 6** are in addition to and do not limit any other rights and remedies available to City at law or in equity.

**7. Regulatory Proceedings.** Contractor shall testify, when required by City, on City's behalf in any court or governmental or regulatory agency hearings or proceedings relative to the Services performed under this Agreement. Contractor's testimony shall be limited to the scope of services performed by Contractor per the Services, subject to compensation at negotiated rates.

**8. Independent Contractor.** In performing the Services, Contractor is acting and shall be deemed for all purposes to be an independent contractor. City and Contractor are not partners, agents or joint venturers with each other, and this Agreement is not intended to nor shall it be construed to create a partnership, joint venture, or agency relationship between City and Contractor. Contractor shall complete the Services according to Contractor's own means and methods of work, which shall be in the exclusive charge and control of Contractor, and which shall not be subject to the control and supervision of City, except as to the results of the Services. Contractor shall be entirely and solely responsible for its acts and the acts of its employees and agents while engaged in the performance of the Services. Contractor, its employees and agents shall not hold themselves out as employees or agents of City. Contractor and its employees are hereby expressly precluded from and not entitled to any employee benefits from City. For the purpose of clarifying the ineligibility of the Contractor under City's employee benefits plans or programs, Contractor and its employees are hereby specifically excluded from any eligibility and/or are deemed a "temporary employee" when such term is used to define ineligibility in benefits in any City employee benefit plan or program.

**9. Invoicing and Payment.** Contractor shall submit invoices to City, referencing this Agreement number and Purchase Order number, together with such documentation as City may require, at the following address:

Address: City of Farmington  
800 Municipal Drive  
Farmington, New Mexico 87401

Attention: Accounts Payable

If City has no objections to an invoice, it shall pay the invoice in full within thirty (30) days after receipt of such invoice. If City objects to an invoice or any portion thereof, it shall notify the Contractor of its objections within thirty (30) days after receipt and may withhold payment of the disputed amount. Any objections or disputes concerning invoices shall be resolved in accordance with **Section 21 "Dispute Resolution."**

**10. Audit.** Contractor shall maintain complete and accurate records concerning the Services and all related transactions for at least three (3) years from the date of final payment for the Services. At any time but not later than three (3) years after final payment under this Agreement, City may make such audit of the invoices and substantiating material (including time records) as deemed necessary by City. Each payment made shall be subject to reduction and refund to City, or offset on future payments due Contractor, to the extent of amounts which are found by City not to have been properly payable or to have been overpaid, and shall also be subject to increase and payment to Contractor for underpayments to the extent of any amounts which are found by City to have been underpaid. Upon request by City, Contractor shall insert a clause containing all the provisions of this **Section 10** in all subcontracts to permit City to make identical audits and inspections of the records of all subcontractors involved in performance of the Services.

**11. Taxes.** Contractor shall pay all taxes and contributions for unemployment insurance, retirement benefits, pensions, annuities, and similar benefits, which may now

or hereafter be imposed on Contractor by law or collective bargaining agreements with respect to persons employed by Contractor for performance of the Services. Contractor shall be liable for and shall pay and shall indemnify, defend, and hold City harmless from, all such taxes and contributions or any interest accrued and penalties imposed, and reasonable attorney fees and all taxes (including but not limited to, income, withholding, gross receipts, compensating, use and all other taxes of whatsoever kind and whatsoever nature), excises, assessments, and other charges levied by any governmental agency or authority on or because of the Services, or on any materials, equipment, services, or supplies furnished in the performance of the Services. On all invoices, Contractor shall separately show all New Mexico gross receipts, compensating, sales, and other similar taxes which are reimbursable by City to Contractor, provided that in no event will interest or penalties on such taxes be reimbursable by City. Contractor shall utilize appropriate New Mexico Nontaxable Transaction Certificates, or similar certificates from other states, where applicable, to minimize such gross receipts, compensating, sales, and other similar taxes.

## **12. Liability.**

**12.1 Contractor General Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, including its affiliates, directors, officers, officials, employees, and agents, from and against liability, claims, damages, losses or expenses, including attorney fees, arising out of, or resulting from performance of the Services or this Agreement, but only to the extent that the liability, damages, losses, or costs are caused by, or arise out of, the acts or omissions of Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification provision shall apply equally to injuries to Contractor's employees.

**12.2 Compliance with Laws.** Contractor shall indemnify, defend, and hold harmless City from and against any claims, damage and expense (including reasonable attorney fees) arising out of the violation by Contractor of any applicable law, rule regulation, or ordinance relating to Contractor's operations and performance of the Services.

**12.3 Intellectual Property Rights Infringement Indemnity.** Contractor warrants that none of the Services, or the results thereof, performed by Contractor, or the documents, goods or equipment produced, designed, fabricated, or assembled by Contractor pursuant to this Agreement infringe upon or violate any patent, copyright, trade secret, or any other intellectual or property rights of any third party. If any third party makes a claim or commences a proceeding against City alleging such an infringement or violation, Contractor shall indemnify, defend and save harmless City, its directors, officers, officials, employees, agents and affiliates from and against all damages and costs incurred by or awarded against City (including court costs and reasonable attorney fees). City will notify Contractor if any such claim is made or proceeding is commenced. City may, at its option, be represented by separate legal counsel in any such claim or proceeding. Contractor shall reimburse City the costs and expenses incurred by City in being so represented, including reasonable attorney fees. If the use of any of the Services, or the results of such Services, or documents, goods, or equipment, or any part thereof, furnished under this Agreement is held in any such claim or proceeding to constitute an infringement and/or is enjoined, whether temporarily or permanently, Contractor shall, at its sole cost and expense, either:

- (a) procure for City the right to use the results of such Services or such documents, goods and equipment; or
- (b) replace the results of such Services or such documents, goods, or equipment with non-infringing results, documents, goods or equipment having the equivalent functionality as the infringing or allegedly infringing results, documents, goods or equipment; or
- (c) modify the results of such Services or such documents, goods, or equipment so as to make them non-infringing, but equivalent in functionality.

**12.3.1 Best Efforts.** Contractor shall use its best efforts to obtain for the benefit of City identical intellectual property rights indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement.

**12.4 Limitation.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, NOR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS INTERRUPTION, HOWEVER SAME MAY BE CAUSED. THIS LIMITATION ON CONSEQUENTIAL DAMAGES DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR DIRECT DAMAGES TO PROPERTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

**12.5 Bribes and Gratuities.** By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors/Bidders/Contractors/Consultants/Sellers/Suppliers of the following:

- (a) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978);
- (b) it is a third-degree felony to commit the offense of demanding or receiving a bribe buy a public officer or public employee (Section 30-24-2, NMSA, 1978);
- (c) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); and
- (d) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

## **13. Insurance.**

**13.1 Obtaining Insurance.** Prior to commencement of the Services, Contractor shall obtain the insurance required by this Agreement and all insurance that may be required under Applicable Laws. Unless otherwise indicated below, each insurance policy of Contractor shall provide, either in its printed text or by endorsement, that it shall be primary with respect to the interest of the City, and any insurance maintained by the City

is in excess and not contributory to Contractor's insurance policies regardless of any like insurance coverage that the City may have. Contractor will provide the City with certificate(s) of insurance (COI) evidencing that all coverages, limits, and endorsements required herein are in full force and effect. Such COI(s) shall also reference this Agreement/Contract number. With respect to any insurance policy referenced on a COI, Contractor will (or he will cause the respective insurance carrier to) provide the City with a minimum thirty (30) days written notice in the event of cancellation, termination, non-renewal, or any other material change. Any such written notice shall also include copies of the non-renewal or cancellation notice originated by the insurance carrier. Written notice may be submitted via fax, courier, or postal service in accordance with the notice provision herein.

If Contractor fails to obtain and keep in force the insurance required hereunder, the City may obtain and maintain the required insurance in the name of Contractor and the cost thereof shall be payable by Contractor to the City on demand. Review of Contractor's insurance by the City shall not relieve or increase the liability of Contractor. Nothing in this Agreement/Contract shall be deemed to limit Contractor's liability under this Agreement/Contract to the limits of the insurance coverages required hereunder. Contractor shall be solely responsible for payment of all deductible or retention amounts pertaining to any insurance required hereby.

Where applicable, all insurance policies shall provide for waiver of subrogation in favor of the City, include cross liability provisions, and all policies, except Workers' Compensation, shall name the City and its directors, officers, officials, managers, representatives, agents and employees as additional insured, to the extent allowable under such policies.

**13.2 Minimum Coverage.** Without limiting any of the liabilities or other obligations of Contractor under this Agreement, including but not limited to **Section 12 "Liability,"** Contractor shall obtain and maintain in effect, at its sole cost and expense, with forms and insurers acceptable to City, until all the obligations under this Agreement are satisfied, insurance policies providing coverage protecting against claims for personal and bodily injury or death, as well as claims for property damage which may arise from operations in connection with the Services whether such operations are by Contractor or any subcontractor for at least the following minimum coverage:

(a) **Worker's Compensation Insurance.** To cover obligations imposed by federal and state statutes pertaining to Contractor's employees engaged in the performance of any services, and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000).

(1) This Section Intentionally Deleted.

(b) **Commercial General Liability Insurance,** or the equivalent, with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. The policy shall include coverage for bodily injury liability, broad form property damage liability, blanket contractual, contractor's protective, products liability and completed operations. Where applicable, the policy shall include coverage for the hazards commonly referred to as "XCU." The

policy shall be endorsed to include City as an additional insured only to the extent City is vicariously liable for the negligence, acts or omissions of Contractor.

(c) **Business Automobile Liability Insurance**, or the equivalent, with limit of not less than One Million Dollars (\$1,000,000) per accident with respect to Contractor's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of any Services required to be performed by Contractor pursuant to the Agreement.

(d) This Section Intentionally Deleted

**13.3 Subcontractors.** Contractor shall require that each subcontractor comply with the insurance requirements set forth in **Section 13.2 "Minimum Coverage."**

**14. Uncontrollable Forces.** Neither Party shall be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the control of the Party affected and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal, or federal agency or person for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, breakdown or damage to generation and transmission facilities belonging to City, failure of facilities, strikes or other labor disputes, or restraint by court or public authority, any of which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. Neither Party shall, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require either Party to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Contractor shall make no claim for additional compensation or damages by reason of any delay due to an Uncontrollable Force; however, Contractor shall be entitled to a reasonable extension to the time schedule for delays resulting from an Uncontrollable Force.

## **15. Confidentiality.**

**15.1** Any information or data of City provided to Contractor or to which Contractor is given access during the term of this Agreement, whether such information is in written, verbal, electronic or any other form, is proprietary to City and shall be treated as confidential and not disclosed by Contractor to any third party, without City's prior written consent. Contractor may disclose such information and data to its employees and contractors, but only on a "need to know" basis. Such information and data may only be used for the purpose of performing the Services that are required of Contractor pursuant to this Agreement, and for no other purpose. Such information and data may not be copied except as required to perform the Services, and upon completion of the

Services, Contractor shall destroy all copies in its possession. Further, Contractor acknowledges and agrees that all data and information collected, produced or generated, and all reports, test results, plans, models, documents and other written materials produced pursuant to this Agreement or in connection with any services to be performed hereunder shall be and remain the sole property of City, shall be confidential, shall not be copied or reproduced in any way, except for the use of the Contractor and City personnel assigned to this project, and shall not be disclosed or communicated, verbally or in writing, by Contractor to any third party, or used in any way except as required by law or for the purposes required or intended by the Agreement. If required by City, Contractor and any of its employees or agents performing services under or in connection with this Agreement shall execute confidentiality and nondisclosure agreements in the form required by City. If Contractor is served with process of law, including but not limited to subpoenas requiring Contractor to produce, release or disclose information of a confidential nature received, collected, produced or generated by Contractor pursuant to this Agreement, Contractor shall immediately notify City and allow City, at its sole expense and cost, to challenge the process of law, including any subpoena. The duties of this **Section 15** will survive the expiration or early termination of this Agreement following such expiration or early termination. This Agreement is subject to the provisions of the Public Records Act (Chapter 14 Article 3 NMSA 1978).

**15.2** The attached Exhibit B, CONFIDENTIALITY AGREEMENT, is hereby made a part of this Agreement by this reference.

## **16. Conflict of Interest.**

**16.1** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which would result in a conflict with City's interest. Contractor shall immediately notify the person specified in **Article 24, Notices** of this Agreement in the event a conflict with the City's interest is recognized.

**16.2** Contractor warrants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services under this Agreement.

**16.3** Contractor shall notify the City's Purchasing Officer if any employee(s) of the requesting department or the Purchasing Division have a financial interest in the Contractor's business operations.

## **17. Intellectual Property.**

**17.1 Intellectual Property Rights.** Contractor agrees that all inventions made, works created and trade secrets learned by Contractor in connection with providing products or services to City pursuant to this Agreement and which relate to the business of City, including all patent, trademark, copyright, and trade secret rights thereto, belong to City. Contractor hereby assigns all such rights to City and agrees to execute all documents necessary to effect such assignment. Contractor further agrees to cooperate with City, at City's expense, in all steps necessary to protect such rights, including assisting in preparing applications, signing all necessary documents, testifying in court proceedings, and retaining secret information concerning an invention that is not public knowledge.

**17.2 License.** Contractor hereby grants to City a fully paid, royalty fee, non-exclusive, non-terminable, perpetual license to use, copy, and create derivative works of any pre-existing copyrighted, patented and/or proprietary work that is incorporated into the Services or the results of the Services, or into the documents, goods and equipment produced, designed, fabricated and assembled by Contractor pursuant to this Agreement, including the right to create sub-licenses without any duty to account to Contractor. If so requested by City, Contractor shall cooperate with City in executing all such assignments, oaths, declarations and other documents as may be prepared by City to effect and evidence the foregoing.

**17.3 Best Efforts.** Contractor shall use its best efforts to obtain for the benefit of City identical intellectual property indemnification protection in all subcontracts, purchase orders, and other agreements entered into under this Agreement.

## **18. Executive Orders and Utilization of Small Disadvantaged Businesses.**

**18.1 Executive Orders.** City is an equal opportunity employer. Pursuant to Executive Orders 11246, 11625, 11701, 11758 and 13201, as amended or superseded, in whole or in part from time-to-time, and all regulations issued thereunder, it is agreed that all applicable laws, rules, and regulations are incorporated by reference in this Agreement and bind Contractor as a contractor of City.

**18.2 This Subsection Intentionally Deleted.**

## **19. Drug and Alcohol Policy.**

**19.1** Contractor, in the performance of any Services requiring the physical presence of its employees on City's property or on the property of others for which City has acquired access rights, shall maintain a drug and alcohol policy, as respects its employees and subcontractors involved in the performance of such Services, which policy at a minimum includes reasonable testing procedures and which advances the policy of providing a work environment that is free from the use, consumption, possession, sale, or distribution of illegal drugs or alcohol, and from the misuse of legal drugs on City's premises and work sites, including vehicles used on company business.

**19.2** Contractor shall also comply with all applicable laws concerning drug and alcohol use, including, if applicable, requirements of the United States Department of Transportation. Contractor shall require that each subcontractor complies with the drug and alcohol policy requirements and applicable laws as set forth herein and, upon request by City, will provide to City verification of Contractor's and subcontractor's compliance with such policy requirements and applicable laws.

**19.3** Contractor shall provide City and any public authority having jurisdiction with access to Contractor's facilities and records to audit Contractor's drug and alcohol policy, records and testing program including, if applicable, United States Department of Transportation requirements, as provided in **Section 10 "Audit."**

**19.4 This Section Intentionally Deleted.**

**19.5** City may remove a Contractor's employee from any work or work site if City reasonably suspects the employee is under the influence of controlled substances or alcohol until such time as Contractor confirms by testing that the employee is fit for duty.

**19.6** Contractor shall notify City in writing within ten (10) days any time there is a change in the person or personnel administering Contractor's drug and alcohol program.

**20. Fair Labor Standards Act.** Contractor shall comply with the Fair Labor Standards Act of 1938, as amended, and any regulations issued pursuant thereto by the Department of Labor. It is agreed that all applicable laws, rules and regulations are incorporated herein by referenced in this Agreement and bind Contractor as a contractor of City.

**21. Dispute Resolution.** If the Parties are unable to resolve any dispute within "30 (thirty)" days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than Two Hundred Fifty Thousand Dollars (\$250,000), then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time. A Party demanding arbitration shall give the other Party timely notice of such election pursuant to **Section 24 "Notices"** and such notice shall describe the nature of the dispute and the amount in controversy. The Parties shall then jointly select an arbitrator and failing such mutual agreement, the arbitrator shall be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration shall be held in Farmington, New Mexico. Discovery shall be by agreement of the Parties or as ordered by the arbitrator, provided that the Parties shall comply with the following minimum discovery requirements: at least ten (10) calendar days prior to the arbitration, the Parties shall exchange copies of all exhibits to be used at the arbitration and a list of witnesses and a summary of the matters as to which each witness is expected to testify.

In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, and the aggregate amount of the claim in dispute equals or exceeds Two Hundred Fifty Thousand Dollars (\$250,000), then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time, and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico.

All costs of mediation or arbitration, including the fees of the mediator or arbitrator, shall be split equally by the Parties, except that the Parties shall be responsible for payment of their own attorney fees, expert fees, preparation fees, travel, and similar costs. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration. Nothing in this **Section 21** shall affect, restrict, condition, or otherwise limit a Party's right to terminate this Agreement pursuant to **Section 5 "Termination."**

In the event of a conflict between the terms and provisions of any Purchase Order (that is incorporated herein by reference) and the terms and provisions contained in the main body or any other part of this Agreement, the terms and provisions of the Agreement shall govern and control. In the event of a conflict between or among the terms and provisions of any of the other documents forming a part of the Agreement (incorporated by reference), the following order of priority shall apply (with higher-listed documents governing and controlling over lower-listed documents):

First: Changes to Services  
Second: Exhibits and Attachments  
Third: Scope and Drawings  
Fourth: City's RFB/RFP  
Fifth: Technical Specifications  
Sixth: Contractor's proposal

**22. Non-Exclusive Relationship.** Contractor expressly acknowledges and agrees that City may enter into similar contractual arrangements with other parties and that City may assign similar services to such other parties. Further, City acknowledges and agrees that Contractor may enter into contractual arrangements with other parties during the term of this Agreement provided that the obligations of Contractor pursuant to such contractual arrangements do not in any manner interfere with Contractor's performance of its obligations to City pursuant to this Agreement.

**23. Prohibition Against Assignment and Subcontracting.** It is understood and agreed that City has chosen Contractor based on Contractor's qualifications to perform services of the nature contemplated by this Agreement. Accordingly, Contractor shall not assign, transfer, subcontract or otherwise dispose of any of its obligations pursuant to this Agreement without first obtaining the written consent of City, which consent may be withheld if City, in its sole opinion, considers that it is not in its best interests, economic or otherwise, to do so. City may, at its option and at any time, assign this Agreement, in whole or in part. City shall promptly notify Contractor in writing of any such assignment, unless such assignment is to an affiliate of City. In the event City assigns this Agreement, it shall be relieved of all financial responsibility related to the portion of this Agreement so assigned.

**24. Notices.** Except as expressly provided otherwise herein, any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly made if personally delivered, delivered by courier, or sent by first-class mail, postage prepaid, or by facsimile transmission to the facsimile number to the person specified below and shall be deemed received, if personally delivered, or delivered by courier, upon delivery, and if mailed, on the third day following deposit in the U.S. mail, and if sent by facsimile, upon transmission as evidenced by a confirmation report generated by the facsimile device.

To Contractor: [FILL IN "Contractor Name"]  
 Address: [FILL IN "Address"]  
 [FILL IN "Address"]  
 Attention: [FILL IN "Name or Department"]  
 Phone: [FILL IN "Phone #"]  
 Fax: [FILL IN "Fax #"]  
 Email: [FILL IN "Email"]

To City: City of Farmington  
 Address: 800 Municipal Drive  
 Farmington, New Mexico 87401  
 Attention: Purchasing Officer  
 Phone: 505-599-1369  
 Fax: 505-599-1377  
 Email: esmylie@fmrn.org

Invoices to City: City of Farmington  
 Address: 800 Municipal Drive  
 Farmington, New Mexico 87401  
 Attention: Accounts Payable

The Parties may change their addresses, contact persons, or facsimile numbers to which notices are to be sent by providing the other Party with notice of such changes in the manner provided in this **Section 24**. Nothing contained herein shall preclude the transmission of routine invoices or correspondence, messages and information between the Parties by a representative of a Party in the ordinary course of performing their respective obligations under this Agreement.

**25. Designated Representative and Project Manager.**

**25.1 City's Designated Representative.** City appoints the following individual as its "Designated Representative":

Name:	
Address:	City of Farmington, 800 Municipal Drive, Farmington, NM 87401
E-mail:	
Telephone:	
Cell Phone:	
Fax:	

The Designated Representative's authority shall encompass but not be limited to (1) issuance of instructions, (2) interpretation of plans, (3) review and inspection of Contractor's Services, (4) rejection of nonconforming Work, (5) determination of when Services is complete, (6) approval of progress payments and final payment, and (7) first point of contact for certain Change Orders as set forth in **Article 3 "Changes to**

**Services**". All field communications from Contractor to City shall be directed to the Designated Representative. City may appoint another Contract Administrator at any time by written notice to Contractor.

**25.2 Contractor's Project Manager.** Contractor appoints the following individual as its "**Project Manager**" in charge of Contractor's performance and execution of the Services:

Name:	
Address:	
E-mail:	
Telephone:	
Cell Phone:	
Fax:	

All instructions, requests for Change to Services and other communications from the City to the Contractor shall be directed to the Project Manager. Contractor may appoint another Project Manager upon ten (10) calendar days' prior written notice to City. If City objects to the new appointee, Contractor shall appoint a Project Manager acceptable to City.

**26. No Waiver.** No term, covenant or condition of this Agreement or any breach thereof shall be deemed waived, unless such waiver shall be in writing and executed by the Party claimed to have waived the same. The waiver of any breach by a Party, whether express or implied, shall not constitute a waiver of any subsequent breach.

**27. Severability.** If a court or regulatory agency having jurisdiction over the Parties determines that a condition of this Agreement, or any part thereof, is void, illegal or unenforceable, said condition or part shall be deemed to have been severed from this Agreement, and the remaining conditions, or parts, shall be unaffected and shall be enforced to the fullest extent allowed by law.

**28. Binding Effect.** This Agreement and all provisions hereof shall inure to the benefit of and be binding upon the Parties, their successors, and permitted assigns.

**29. Governing Law and Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of New Mexico, without regard to the conflicts of law rules of that State. Any action at law or in equity or judicial proceedings instituted by a Party for the enforcement of this Agreement shall be instituted only in state or federal courts of the State of New Mexico.

**30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. City and Contractor may retain a duplicate copy (e.g. electronic image, photocopy, facsimile) of this Agreement, which shall be considered an equivalent to this original.

**31. Survival of Obligations.** In addition to the continuation of confidentiality obligations as specified in **Section 15 "Confidentiality,"** Contractor's representations

and warranties under **Section 6 “Contractor Representations and Corrective Action,”** indemnity obligations, including those under **Section 12 “Liability,”** and **Section 19 “Drug and Alcohol”** of this Agreement, shall survive the expiration or any termination of the Agreement, it being agreed that said obligations are and shall be of a continuing nature.

**32. Agreement Authors.** The Parties have agreed to this Agreement and no ambiguity shall be construed against any Party based on the identity of the author or authors of this Agreement.

**33. Entire Agreement.** This Agreement represents the entire agreement and understanding between City and Contractor with respect to the subject matter hereof and performance of the Services, and supercede any prior understandings, representations or agreements, whether verbal or written, prior to execution of this Agreement. If any Services were performed by Contractor under verbal agreement or under a limited notice to proceed prior to the execution of this Agreement, then this Agreement shall apply thereto in the same manner as if made before such Services were performed.

**IN WITNESS WHEREOF**, Contractor and City have caused this Agreement to be executed on their behalves by their duly authorized representatives as of the Effective Date set forth above.

CITY OF FARMINGTON  
A Municipal Corporation

By: \_\_\_\_\_  
Title: Mayor

\_\_\_\_\_  
Date

(SEAL)

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

Approves Compliance NMSA 1978  
Annotated, Chapter 13 Public Purchases  
and Property:

\_\_\_\_\_  
Edward Smylie  
Purchasing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Department Approved to Form

\_\_\_\_\_  
Date

(CONTRACTOR NAME)

By: \_\_\_\_\_  
Duly Authorized Signature

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Signer has read the document and affirms  
that it is true and complete and accurately  
represents the agreement of the parties.

NOTARY PUBLIC SIGNATURE  
(REQUIRED)

State of New Mexico  
County of San Juan

\_\_\_\_\_  
(SEAL) Signature of notarial officer  
My commission  
expires: \_\_\_\_\_

New Mexico State Taxation and Revenue  
Department Taxpayer Identification Number

\_\_\_\_\_  
Federal Taxpayer Identification or  
Social Security Number

## **Exhibit A-1**

### **Services**

#### **Introduction**

Provide services for furnishing all labor, equipment, and materials for installation and termination of optical fiber cable from Bloomfield Substation to Giant Substation. and to establish a multi-term contract for future projects (hereinafter referred to as "Services").

#### **I. Location Services to be Performed**

The initial project is located near the intersection of Blanco and Frontier Street in Bloomfield, NM to Giant Substation located at Western Refinery in Bloomfield, NM.

#### **II. Scope of Services**

Contractor shall perform the Services in accordance with the Technical Specifications, RFP#12-89382.

**ATTACHMENT 1**  
**Supplemental Agreement - Line Item Pricing**  
**Bloomfield Substation to Giant Substation Project**

**OVERHEAD TRANSMISSION SEGMENTS**

LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
T1	0	Inline Attachment	1	Preform #43009965 Suspension Trunion	1	Fittings and bolts for Wood Pole								
T2	0	Inline Attachment w/Standoff	1	Dulmison # FPBS-15-18	1	Fittings and bolts for Wood Pole								
T3	0	Double Dead End Attachment	2	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole								
T4	0	Dead End with Dip underground	1	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole	2	Preform #8003043 Down Lead Cushion						
T5	0	Splice Point Including 100' of Fiber Cable	1	Preform #8006560 Closure	4	Preform #80805514 Splice Tray	1	Preform #8003372 Vertical Mount	100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and bolts for Wood Pole		
T6	0	Vandal Proof Splice Case	1	Preform #8003492 Defender Splice Case	2	Preform #8003493 Arm and Spool								
T7	0	Medium Span 48 Count ADSS Fiber Cable per Lineal Foot of Project	1	Prysmian, SM Aerolink 400, #0048ZBS1LAAEDJZ-0539-1949										
T8	0	Future Splice Point Slack Coil including 100' of Fiber Cable	3	Preformed # 8003043 Downlead Cushion	2	B-line #78101104717 Cable Hooks			100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and bolts for Wood Pole		
T9	0	Anchor Guy Attaching to existing Anchor	1	3/16" Guy Strand Cable with hardware										
T10	0	Single Fiber Fusion Splice	1	Fusion Splice Components per splice										
T11	0	Vibration Damping	1	Preform # 50509862										
T12	0	Medium Span 96 Count ADSS Fiber Cable, Per Lineal Foot of Project	1	Prysmian, SM Aerolink 400, #0096ZBS1LAAEDJZ-0622-2231										

**OVERHEAD TRANSMISSION SEGMENTS TOTAL COST FOR LINE ITEMS T1-T12**

**OVERHEAD DISTRIBUTION SEGMENTS**

LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
D1	0	Inline Attachment	1	Preform #4450102 Aluminum Support Trunion	1	Fittings and bolts for Wood Pole								
D2	0	Inline Attachment w/Standoff	1	Dulmison # FPBS-15-18	1	Fittings and bolts for Wood Pole								
D3	0	Double Dead End Attachment	2	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole								
D4	0	Dead End with Dip underground	1	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole								
D5	0	Splice Point Including 100' of Fiber Cable	1	Preform #8006560 Closure	1	Preform # 80805514 Splice Tray	1	Preform # 8003372 Vertical Mount	100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and Bolts for Wood Pole		
D6	0	Vandal Proof Splice Case	1	Preform #8003492 Defender Splice Case	2	Preform #8003493 Arm and Spool								
D7	0	Medium Span 48 Count ADSS Fiber Cable, per Lineal Foot of Project	1	Prysmian, SM Aerolink 400, #0048ZBS1LAAEDJZ-0539-1949										
D8	0	Future Splice Point Slack Coil, including 100' of Fiber Cable	3	Preformed # 8003043 Downlead Cushion	2	B-line #78101104717 Cable Hooks			100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and bolts for Wood Pole		
D9	0	Anchor Guy Attaching to existing Anchor	1	3/16" Guy Strand Cable with hardware										
D10	0	Single Fiber Fusion Splice	1	Fusion Splice Components per splice										
D11	0	Medium Span 96 Count ADSS Fiber Cable, Per Lineal Foot for Project	1	Prysmian, SM Aerolink 400, #0096ZBS1LAAEDJZ-0622-2231										

**OVERHEAD DISTRIBUTION SEGMENT TOTAL COST FOR LINE ITEMS D1-D11**

NODE TERMINATIONS														
LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
N1	0	19" Rack Terminal Shelf includes 96 Bulkheads and SC-APC pigtails, Installed	1	Clearfield GPG096C1FFAZ	1	End to End Testing for All Fibers	96	Fusion Splices to Pigtails						
N2	0	19" Rack Terminal Shelf includes 48 Bulkheads and SC-APC pigtails, Installed	1	Clearfield GPG048C1FFAZ	1	End to End Testing for All Fibers	48	Fusion Splices to Pigtails						
N3	0	19" Rack (Floor) Cabinet Installed	1	Hoffman Proline #P2088WLKXAA19T2G										
N4	0	19" Rack (Wall) Cabinet Installed	1	Black Box Pro #RM433A-R2										

**NODE TERMINATIONS TOTAL COST  
FOR LINE ITEMS N1-N4**

UNDERGROUND SEGMENTS														
LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
U1	0	2" Schedule 40 PVC Sunlight Resistant Electrical Conduit. One foot.	1	Cantex A52CA12 or Carson 59611-020 2" Rigid										
U2	0	Pull Box	1	Carson Industries 24x36 Pull Box #24361001										
U3	0	Marking Tape, Empire, Level Manufacturer, #22-130	1	Empire Level Mfg. 22-130 Marking Tape										
U4	0	Riser Protection U Guard Cover 20'	1	Carlton #59011N with attachment hardware										
U5	0	#14 Copper Locate Wire, #14 THHN Solid Copper Wire	1	#14 THHN Solid Copper Wire not Brand or Part # Specific										
U6	0	Medium Span 48 Count ADSS Fiber Cable Per Lineal Foot for Project	1	Prysmian, SM Aerolink 400, #0048ZBS1LAAEDJZ-0539-1949										
U7	0	Medium Span 96 Count ADSS Fiber Cable, Per Lineal Foot for Project	1	Prysmian, SM Aerolink 400, #0096ZBS1LAAEDJZ-0622-2231										

**UNDERGROUND SEGMENTS TOTAL COST  
FOR LINE ITEMS U1-U7**

**TOTAL PROJECT COST \$**

CITY'S DESIGNATED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT COMPLETION TIME FRAME: \_\_\_\_\_

**ATTACHMENT 2  
Supplemental Agreement - Line Item Pricing  
Multi-Term Contract for Future Projects**

**OVERHEAD TRANSMISSION SEGMENTS**

LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
T1	0	Inline Attachment	1	Preform #43009965 Suspension Trunion	1	Fittings and bolts for Wood Pole								
T2	0	Inline Attachment w/Standoff	1	Dulmison # FPBS-15-18	1	Fittings and bolts for Wood Pole								
T3	0	Double Dead End Attachment	2	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole								
T4	0	Dead End with Dip underground	1	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole	2	Preform #8003043 Down Lead Cushion						
T5	0	Splice Point Including 100' of Fiber Cable	1	Preform #8006560 Closure	4	Preform #80805514 Splice Tray	1	Preform #8003372 Vertical Mount	100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and bolts for Wood Pole		
T6	0	Vandal Proof Splice Case	1	Preform #8003492 Defender Splice Case	2	Preform #8003493 Arm and Spool								
T7	0	Medium Span 48 Count ADSS Fiber Cable per Lineal Foot of Project	1	Prysmian, SM Aerolink 400, #0048ZBS1LAAEDJZ-0539-1949										
T8	0	Future Splice Point Slack Coil including 100' of Fiber Cable	3	Preformed # 8003043 Downlead Cushion	2	B-line #78101104717 Cable Hooks			100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and bolts for Wood Pole		
T9	0	Anchor Guy Attaching to existing Anchor	1	3/16" Guy Strand Cable with hardware										
T10	0	Single Fiber Fusion Splice	1	Fusion Splice Components per splice										
T11	0	Vibration Damping	1	Preform # 50509862										
T12	0	Medium Span 96 Count ADSS Fiber Cable, Per Lineal Foot of Project	1	Prysmian, SM Aerolink 400, #0096ZBS1LAAEDJZ-0622-2231										
													<b>OVERHEAD TRANSMISSION SEGMENTS TOTAL COST FOR LINE ITEMS T1-T12</b>	

**OVERHEAD DISTRIBUTION SEGMENTS**

LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
D1	0	Inline Attachment	1	Preform #4450102 Aluminum Support Trunion	1	Fittings and bolts for Wood Pole								
D2	0	Inline Attachment w/Standoff	1	Dulmison # FPBS-15-18	1	Fittings and bolts for Wood Pole								
D3	0	Double Dead End Attachment	2	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole								
D4	0	Dead End with Dip underground	1	Preform # 2872103 Dead End	1	Fittings and bolts for Wood Pole								
D5	0	Splice Point Including 100' of Fiber Cable	1	Preform #8006560 Closure	1	Preform # 80805514 Splice Tray	1	Preform # 8003372 Vertical Mount	100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and Bolts for Wood Pole		
D6	0	Vandal Proof Splice Case	1	Preform #8003492 Defender Splice Case	2	Preform #8003493 Arm and Spool								
D7	0	Medium Span 48 Count ADSS Fiber Cable, per Lineal Foot of Project	1	Prysmian, SM Aerolink 400, #0048ZBS1LAAEDJZ-0539-1949										
D8	0	Future Splice Point Slack Coil, including 100' of Fiber Cable	3	Preformed # 8003043 Downlead Cushion	2	B-line #78101104717 Cable Hooks			100	Feet Fiber Cable Slack Coil, same Fiber Count as Fiber being installed	1	Fittings and bolts for Wood Pole		
D9	0	Anchor Guy Attaching to existing Anchor	1	3/16" Guy Strand Cable with hardware										
D10	0	Single Fiber Fusion Splice	1	Fusion Splice Components per splice										
D11	0	Medium Span 96 Count ADSS Fiber Cable, Per Lineal Foot for Project	1	Prysmian, SM Aerolink 400, #0096ZBS1LAAEDJZ-0622-2231										
													<b>OVERHEAD DISTRIBUTION SEGMENT TOTAL COST FOR LINE ITEMS D1-D11</b>	

NODE TERMINATIONS														
LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
N1	0	19" Rack Terminal Shelf includes 96 Bulkheads and SC-APC pigtails, Installed	1	Clearfield GPG096C1FFAZ	1	End to End Testing for All Fibers	96	Fusion Splices to Pigtails						
N2	0	19" Rack Terminal Shelf includes 48 Bulkheads and SC-APC pigtails, Installed	1	Clearfield GPG048C1FFAZ	1	End to End Testing for All Fibers	48	Fusion Splices to Pigtails						
N3	0	19" Rack (Floor) Cabinet Installed	1	Hoffman Proline #P2088WLKXAA19T2G										
N4	0	19" Rack (Wall) Cabinet Installed	1	Black Box Pro #RM433A-R2										
													<b>NODE TERMINATIONS TOTAL COST FOR LINE ITEMS N1-N4</b>	
UNDERGROUND SEGMENTS														
LINE ITEMS	QTY	DESCRIPTION	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	QTY	CATALOG NUMBER	UNIT COST	TOTAL COST
U1	0	2" Schedule 40 PVC Sunlight Resistant Electrical Conduit. One foot.	1	Cantex A52CA12 or Carson 59611-020 2" Rigid										
U2	0	Pull Box	1	Carson Industries 24x36 Pull Box #24361001										
U3	0	Marking Tape, Empire, Level Manufacturer, #22-130	1	Empire Level Mfg. 22-130 Marking Tape										
U4	0	Riser Protection U Guard Cover 20'	1	Carlon #59011N with attachment hardware										
U5	0	#14 Copper Locate Wire, #14 THHN Solid Copper Wire	1	#14 THHN Solid Copper Wire not Brand or Part # Specific										
U6	0	Medium Span 48 Count ADSS Fiber Cable Per Lineal Foot for Project	1	Prysmian, SM Aerolink 400, #0048ZBS1LAAEDJZ-0539-1949										
U7	0	Medium Span 96 Count ADSS Fiber Cable, Per Lineal Foot for Project	1	Prysmian, SM Aerolink 400, #0096ZBS1LAAEDJZ-0622-2231										
													<b>UNDERGROUND SEGMENTS TOTAL COST FOR LINE ITEMS U1-U7</b>	
														<b>TOTAL PROJECT COST \$</b>

CITY'S DESIGNATED REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT COMPLETION TIME FRAME: \_\_\_\_\_