

## **CONSTRUCTION CONTRACT**

This contract made and entered into the 26<sup>th</sup> day of **February, 2018**, by and between **the Port of Lewiston**, Lewiston, Idaho, hereinafter called "**Owner**" and **Summit Utility Contractors, LLC** hereinafter called "**Contractor**".

WITNESSETH: It is hereby mutually understood and agreed by and between the Owner and the Contractor as follows:

- I. **CONTENTS OF CONTRACT:** The contract shall consist of;
- a. This document, including amendments thereto;
  - b. The bid proposal and project description/general scope of work
  - c. Approved OPM Design
  - d. Avista Route Application approval

**ALSO APPLIES BUT NOT ATTACHED TO CONTRACT:**

- e. All applicable State, Local and Federal Laws and Regulations and permits.
- II. **WORK TO BE PERFORMED:** Contractor shall commence and complete the construction described as follows:

**18 FIB -- Fiber Optic Construction to 1230 Main St, Lewiston, Idaho**

Hereinafter called the project and all extra work in connection therewith. The Contractor shall perform the contract in accordance with terms and conditions set forth in this contract.

The Contractor's scope of work shall include but is not limited to the scope of work delineated in the bid proposal and project description/general scope of work.

- III. **PRICE:** Contractor shall perform the contract for the amount specified in the bid attached,

**\$8,650.00 (Eight Thousand, Six Hundred Fifty Dollars and 00/100), which includes all labor, materials and applicable sales tax.**

Contractor shall, at its own expense, furnish all services and the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories necessary to complete the said project. The Contractor is required to provide a Contract Bond to qualify for periodic pay estimates on this project.

- IV. **INSURANCE REQUIREMENTS:** Prior to performance under this Contract, the contractor shall, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers authorized to do business in the state(s) of operation.
- a. Commercial General Liability Insurance covering claims for bodily injury, death, personal injury or property damage (including loss of use) occurring or arising out of the license, use or occupancy of any premises in connection with this Contract by the Contractor, including coverage for premises-operation, products/completed operations and

**18 FIB -- Fiber Optic Construction to 1230 Main St, Lewiston, ID**

contractual liability with respect to the liability assumed by the Contractor hereunder. The limits of insurance shall not be less than:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000

- b. Workers' compensation Insurance with statutory limits as required in the state(s) of operation; and providing coverage for any employee entering onto any premises in connection with this Contract, even if not required by statute. Standard Employers' Liability limits are: \$100,000 each accident; bodily injury by disease \$100,000 each employee; bodily injury by disease \$500,000 policy limit or "Stop Gap" insurance with a limit of not less than \$1,000,000.
  - c. Comprehensive Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles used in connection with this Contract, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.
  - d. Such insurance shall not be canceled or materially altered without the insurer first giving thirty (30) days written notice to the Port of Lewiston, 1626 6<sup>th</sup> Ave N, Lewiston, ID 83501.
  - e. Such insurance shall be primary and non-contributory to any of the Port of Lewiston's insurance coverage.
  - f. In respect to those insurances described in the subparts a and c of the Liability Coverage Requirements provision above, the Port shall be named as an additional insured in respect to operations arising out of this Contract. A copy of the Additional Insured Endorsement is required to be submitted to the Port of Lewiston along with the Certificate of Insurance.
  - g. Insurance for subcontractors: If the contractor subcontracts any portion of this Contract, the Contractor shall include all subcontractors under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.
- V. **COMPLIANCE WITH STATE LAWS:** It is understood and agreed that all statutes of the State of Idaho relating to public works project applicable hereto shall be fully complied with and fulfilled by the Contractor, including the applicable Federal Laws, and upon contractor's failure to do so the Owner may terminate this contract as provided for under the laws of the State of Idaho and the terms of this contract. Contractor certifies that it has an Idaho Contractor License as required by Idaho Code §54-5201, et seq) and that it hold an Idaho Public Works Contractor License. Contractor shall provide the Port of Lewiston a copy of their current Idaho Public Works Contractor License prior to commencement of work.

**18 FIB -- Fiber Optic Construction to 1230 Main St, Lewiston, ID**

- VI. **PAYMENT:** The Owner agrees to pay the Contract in current funds, after completion for the performance of the contract as outlined in the accepted Bid Proposal of the Contract provisions/Contract Documents, and for any extra work or material as applies and as pre-approved by the OWNER in writing. Progress payments shall be allowed with the posting of a contract bond.
- VII. **COMMENCEMENT OF WORK:** The Contractor hereby agrees to commence work under this contract promptly upon receipt of written "Notice to Proceed" from the Owner or on the date specified in the "Notice to Proceed" and to fully complete the project **NO LATER THAN MARCH 15, 2018**. No weather days are allowed under this contract.
- VIII. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the work or deliver the requested material within the time specified above in this Contract, the Contractor shall pay liquidated damages at the rate of \$100 per day beyond the set completion date.

By executing this document below, the parties to this contract signify that they have read the contents of this contract understand it and agree to be bound by its terms.

DATED: \_\_\_\_\_

**CONTRACTOR:**

**SUMMIT UTILITY CONTRACTORS, LLC  
PO Box 198  
LEWISTON, IDAHO 83501**

\_\_\_\_\_  
President/Owner

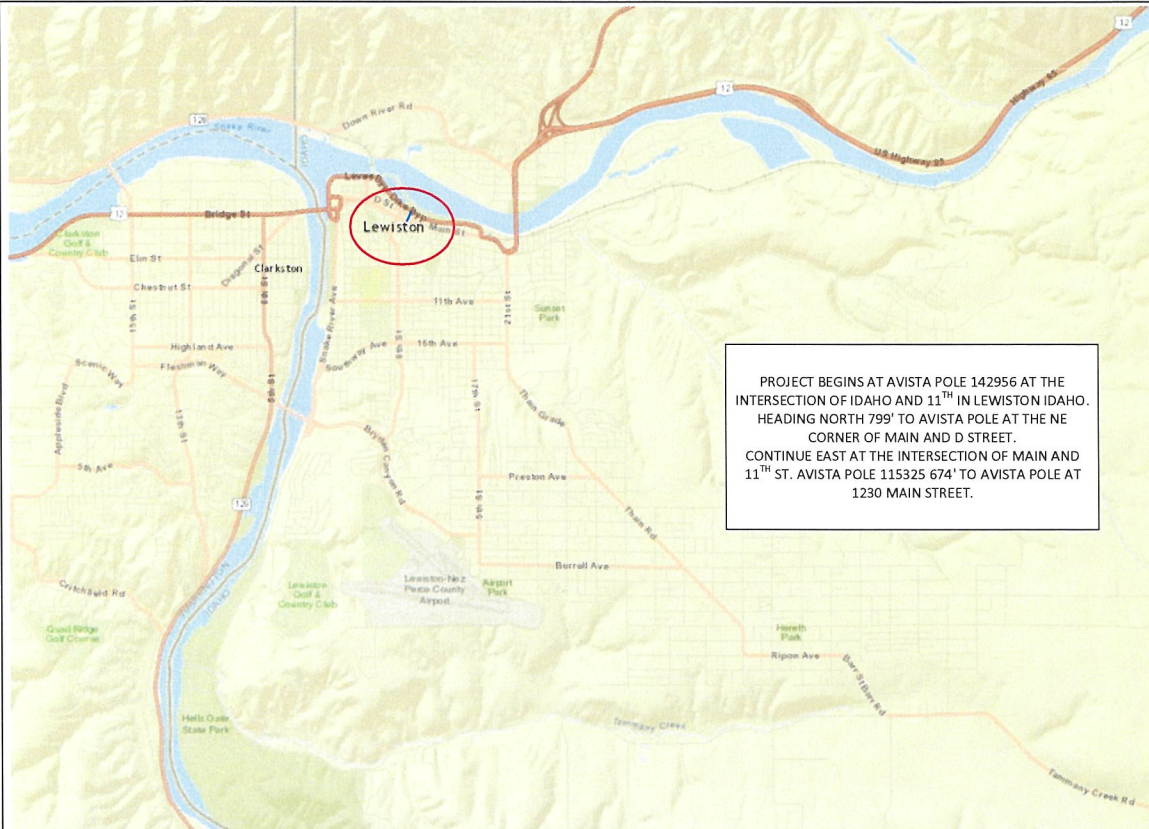
**OWNER:**

**PORT OF LEWISTON  
1626 6<sup>th</sup> Ave N  
LEWISTON, IDAHO 83501**

\_\_\_\_\_  
David R. Doeringsfeld, Port Manager

ATTEST:

\_\_\_\_\_  
Secretary



PROJECT BEGINS AT AVISTA POLE 142956 AT THE INTERSECTION OF IDAHO AND 11<sup>TH</sup> IN LEWISTON IDAHO. HEADING NORTH 799' TO AVISTA POLE AT THE NE CORNER OF MAIN AND D STREET. CONTINUE EAST AT THE INTERSECTION OF MAIN AND 11<sup>TH</sup> ST. AVISTA POLE 115325 674' TO AVISTA POLE AT 1230 MAIN STREET.

CONTACTS:

AVISTA:  
TODD ELLSWORTH -509-495-2773

CENTURY LINK:  
JULIO MENDEZ - 208-798-8390

CABLE ONE:  
DAN SMITH -208-791-5031

X O COMMUNICATIONS:  
STEVE STYERN – 509-444-8547

NEZ PERCE COUNTY:  
RANDY FAIRBANK – 208-750-2054

AVISTA	#
DIST. POLES	17
TXM. POLES	0
CONDUITS	0
ANCHORS	2
MGN'S	8

**APPROVED**  
By Todd Ellsworth at 8:15 am, Feb 23, 2018

Drawing Name:Port of Lewiston

Drawn By: Ron Glessner 02-03-18

**1230 MAIN STREET**

SIZE	PC/M NO	DWG NO	REV
SCALE		SHEET 1	

	Revised	02-22-18	RG
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY

Contact Information

Port of Lewiston  
Dave Doeringsfeld  
208-743-5531  
Outside Plant Maintenance, Inc.  
Ron Glessner 208-661-5648

State: ID  
County: Nez Perce  
City: Lewiston

Section:  
Township:  
Range:  
Legal:



GENERAL CONSTRUCTION NOTES

CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS EXCEPT STATE HWY., COUNTY ROAD,RAILROAD  
OR WATER CROSSINGS.

RESTORATION OF ALL RIGHT OF WAY GROUND WILL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

CONTRACTOR WILL COORDINATE WITH OSP MANAGER 24 HRS. PRIOR TO BEGINNING CONSTRUCTION.

OSP MANAGER WILL CONTACT BUILDING OWNER/TENANT 24 HRS. PRIOR TO  
BEGINNING CONSTRUCTION TO COORDINATE ACCESS TO BUILDINGS.
















CONTRACTOR IS RESPONSIBLE FOR CALLING LOCATES AND IS RESPONSIBLE  
FOR REPAIR AND RESTORATION OF DAMAGED UTILITIES.

FOLLOW ALL NESC CONSTRUCTION GUIDELINES.

CONTRACTOR WILL HAVE ON SITE THE APPROVED DRAWINGS FROM THE UTILITY AND OR  
STATE,COUNTY,CITY,RAILROAD.

CONTRACTOR WILL PROVIDE CONDUIT , HAND HOLES , ANCHORS, AERIAL HARDWARE , LOCATE WIRE

PORT OF LEWISTON (POL) WILL PROVIDE , FIBER OPTIC CABLE ,  
AERIAL MARKERS , AND LINE ROUTE MARKERS.

	CULVERT
	DIRECTIONAL BORE
	AERIAL CABLE
	BURIED CABLE
	NEW ANCHOR
	SIDEWALK ANCHOR
	EXISTING ANCHOR
	OVERHEAD GUY
	ATTACH TO POLE GROUND
	FIBER SLACK LOOP
	JOINT USE POLE
	CABLE CHANGE
	BURIED ROUTE MARKER
	EXISTING HAND HOLE
	NEW HAND HOLE

**APPROVED**

By Todd Ellsworth at 8:15 am, Feb 23, 2018

A copy of this document and attachments must be provided to the crew installing the cable and hardware along with accompanying audit noting additional requirements. This paperwork must be in possession of the crew doing the work and made available to any Avista employee on demand. Applicant shall obtain, from public authorities and private owners of real property any and all permits or easements required for lawful exercise of the permission granted by this approved application. Applicant shall defend Avista from all claims and injuries, as to the applicants right to be on Avista facilities. This route application is approved based on noted conditions. All Make Ready (MR) costs shall be at the requestors expense unless stated otherwise. Any field changes to the design must be noted by your construction foreman on an asbuilt drawing and sent to Avista Joint Use Dept no later than two weeks after construction is complete.

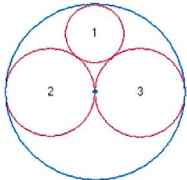
Signed copies of the Avista Make Ready cost approval and the joint use make ready signoff sheets must be submitted to Avista Joint Use Department prior to construction. All make ready work needed to ensure attachment of new facilities at the heights called out in this document must be completed prior to construction of new attachments.

Drawing Name:Port of Lewiston	Drawn By:Ron Glessner 02-03-18						Revised	02-22-18	RG	Contact Information  Port of Lewiston Dave Doeringsfeld 208-743-5531 Outside Plant Maintenance,Jlc Ron Glessner208-661-5648	State:ID County:Nez Perce City: Lewiston  Section: To township: Range: Legal:
	1230 MAIN STREET					REV.	DESCRIPTION	DATE	BY		
						REV.	DESCRIPTION	DATE	BY		
						REV.	DESCRIPTION	DATE	BY		
						REV.	DESCRIPTION	DATE	BY		
	SIZE	FROM NO	DWG NO		REV						
	SCALE		No scale		SHEET 2						



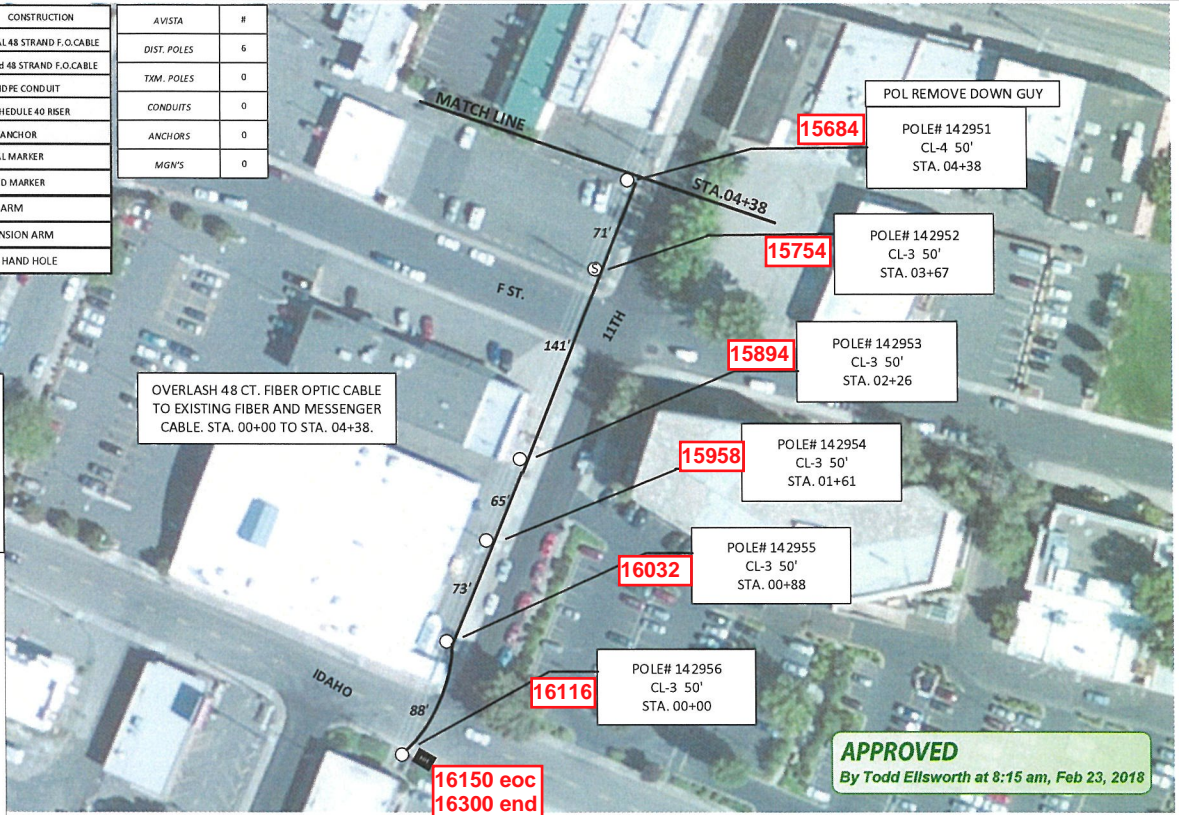
CULVERT	FIBER CONSTRUCTION	AVISTA	#
DIRECTIONAL BORE	438' AERIAL 48 STRAND F.O. CABLE	DIST. POLES	6
AERIAL CABLE	0' Buried 48 STRAND F.O. CABLE	TXM. POLES	0
BURIED CABLE	0' 1 1/2" HDPE CONDUIT	CONDUITS	0
NEW ANCHOR	0 3" SCHEDULE 40 RISER	ANCHORS	0
SIDEWALK ANCHOR	0 NEW ANCHOR	MGN'S	0
EXISTING ANCHOR	0 AERIAL MARKER		
OVERHEAD GUY	0 BURIED MARKER		
ATTACH TO POLE GROUND	0 PUPI ARM		
FIBER SLACK LOOP	0 EXTENSION ARM		
JOINT USE POLE	0 NEW HAND HOLE		
CABLE CHANGE			
BURIED ROUTE MARKER			
EXISTING HAND HOLE			
NEW HAND HOLE			

(1) AERIAL 48 STRAND SINGLE MODE FIBER OPTIC CABLE OVERLASHED ON 5/16" EHS MESSENGER AND 48 STRAND SINGLE MODE FIBER OPTIC CABLE.  
BUNDLE= .096in.  
Weight= .40 lb/ft



1= 5/16" Messenger  
2= 48 CT. Fiber Optic  
3= 48 CT. Fiber Optic

OVERLASH 48 CT. FIBER OPTIC CABLE TO EXISTING FIBER AND MESSENGER CABLE. STA. 00+00 TO STA. 04+38.



Drawing Name: Port of Lewiston

Drawn By: Ron Glessner 02-03-18

1230 MAIN STREET

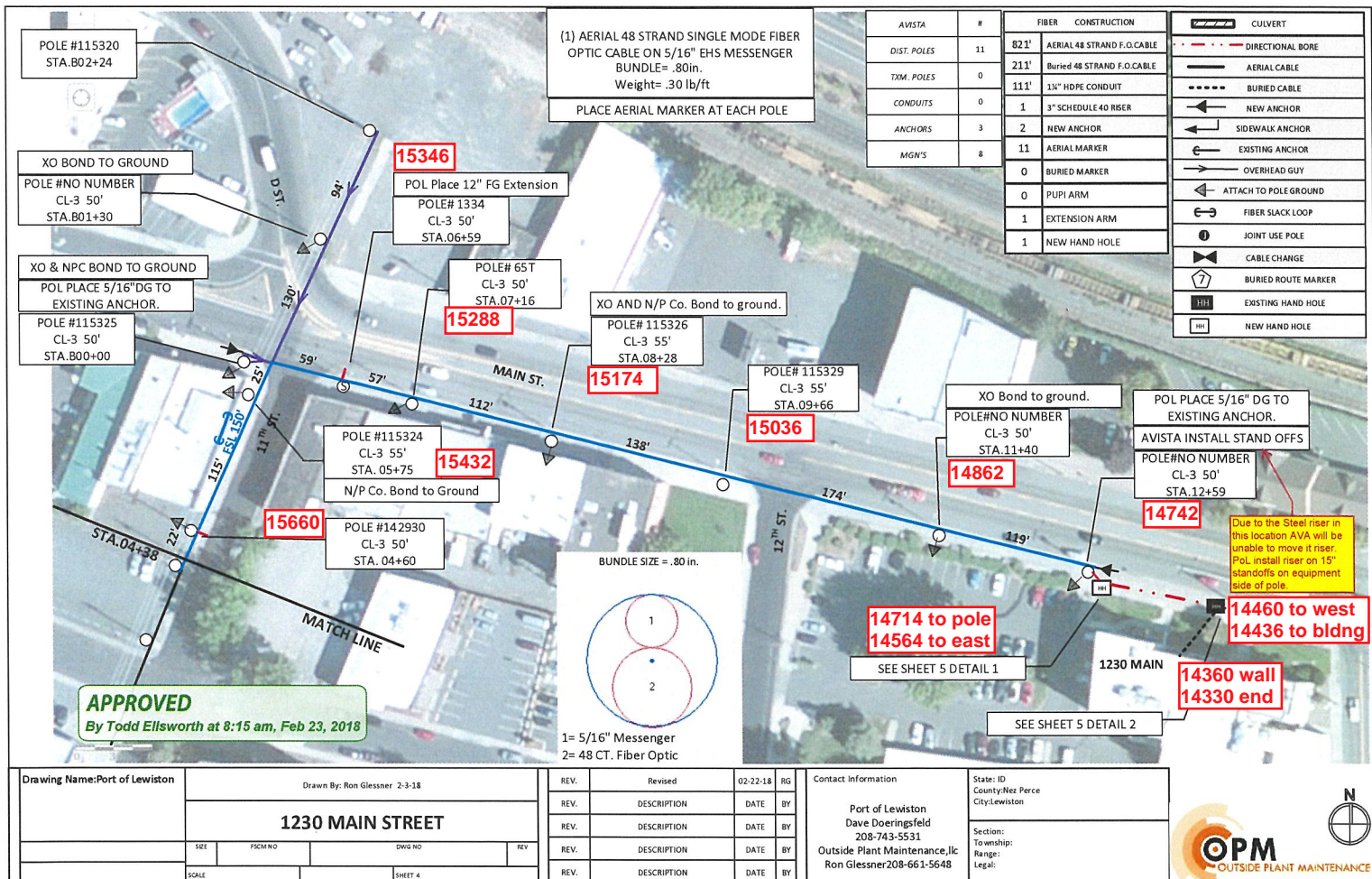
REV.	Revised	02-22-18	RG
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY

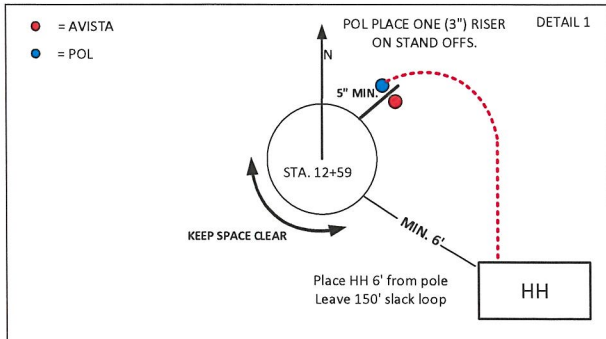
Contact Information  
Port of Lewiston  
Dave Doeringsfeld  
208-743-5531  
Outside Plant Maintenance, LLC  
Ron Glessner 208-661-5648

State: ID  
County: Nez Perce  
City: Lewiston

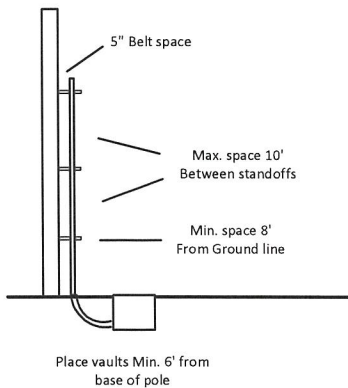
Section:  
Township:  
Range:  
Legal:



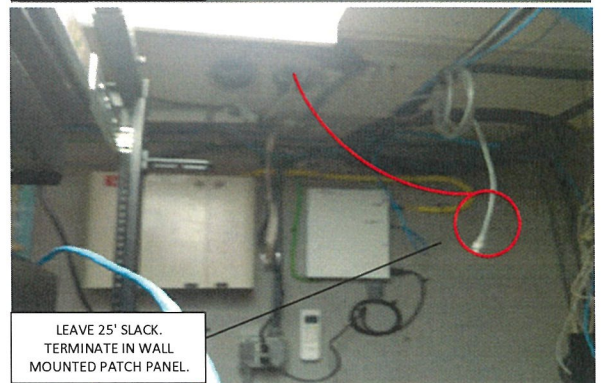
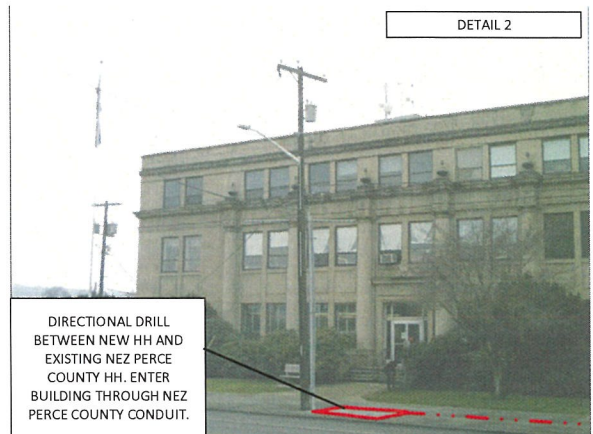




Riser Detail



**APPROVED**  
By Todd Ellsworth at 8:15 am, Feb 23, 2018



Drawing Name: Port of Lewiston

Drawn By: Ron Glessner 02-03-18

1230 MAIN STREET

SIZE	PSCH NO	DWG NO	REV
SCALE			SHEET 5

REV.	Revised	02-22-18	RIG
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY

Contact Information

Port of Lewiston  
Dave Doeringsfeld  
208-743-5531  
Outside Plant Maintenance, LLC  
Ron Glessner 208-661-5648

State: ID

County: Nez Perce

City: Lewiston

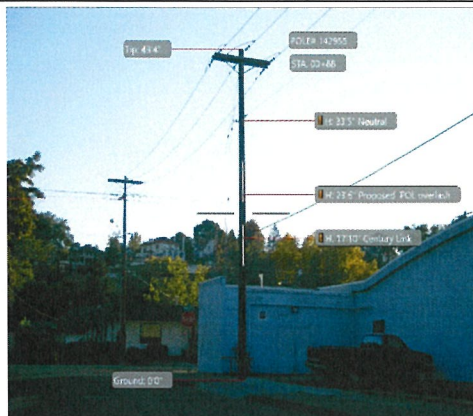
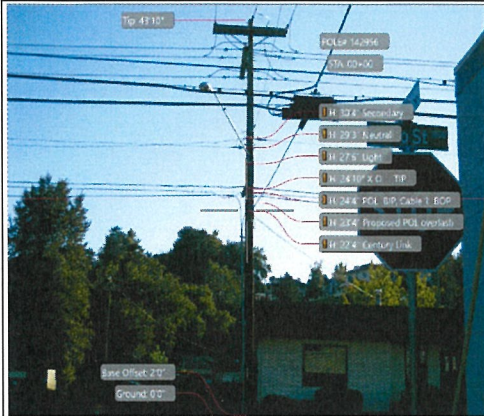
Section:

Township:

Range:

Legal:

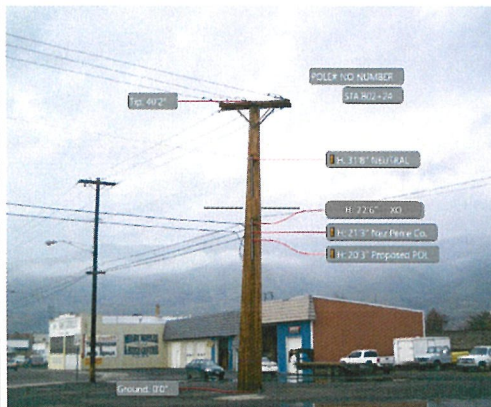
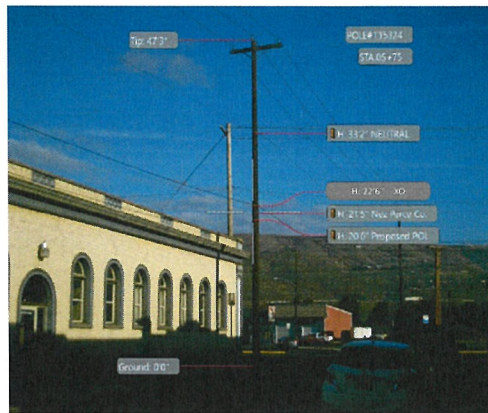




**APPROVED**  
By Todd Ellsworth at 8:15 am, Feb 23, 2018

Drawing Name: Port of Lewiston		Drawn By: Ron Glessner 02-03-18		REV.		Revised		02-22-18		RG		Contact Information		State: ID County: Nez Perce City: Lewiston			
1230 MAIN STREET				REV.		DESCRIPTION		DATE		BY		Port of Lewiston Dave Doeringsfeld 208-743-5531 Outside Plant Maintenance, LLC Ron Glessner 208-661-5648				Section: Township: Range: Legal:	
				REV.		DESCRIPTION		DATE		BY							
SIZE		PSCN NO		DWS NO		REV.		REV.		DESCRIPTION		DATE		BY		REV.	
SCALE						SHEET 6		REV.		DESCRIPTION		DATE		BY		REV.	





**APPROVED**  
By Todd Ellsworth at 8:15 am, Feb 23, 2018

Drawing Name: Port of Lewiston

Drawn By: Ron Glessner 02-03-18

**1230 MAIN STREET**

REV.	Revised	02-22-18	RG
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY
REV.	DESCRIPTION	DATE	BY

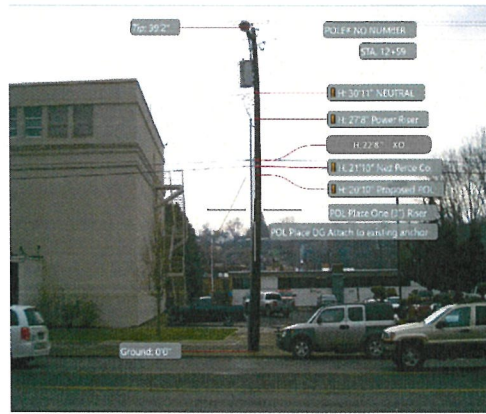
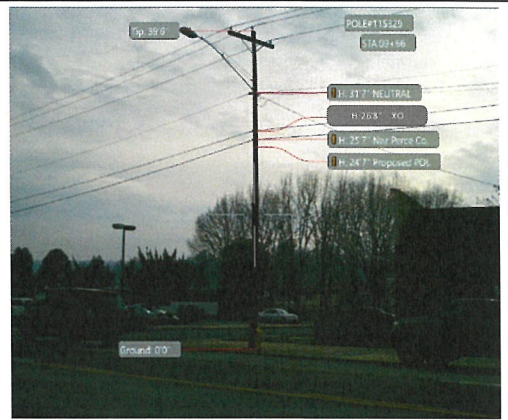
Contact Information

Port of Lewiston  
Dave Doeringsfeld  
208-743-5531  
Outside Plant Maintenance, LLC  
Ron Glessner 208-661-5648

State: ID  
County: Nez Perce  
City: Lewiston

Section:  
To: Township:  
Range:  
Legal:





**APPROVED**  
By Todd Ellsworth at 8:15 am, Feb 23, 2018

Drawing Name:Port of Lewiston	Drawn By: Ron Glessner 02-03-18					REV.	Revised	02-22-18	RG	Contact Information  Port of Lewiston Dave Doeringsfeld 208-743-5531 Outside Plant Maintenance, LLC Ron Glessner 208-661-5648	State: ID County:Nez Perce City:Lewiston
	1230 MAIN STREET					REV.	DESCRIPTION	DATE	BY		
						REV.	DESCRIPTION	DATE	BY		
						REV.	DESCRIPTION	DATE	BY		
	SIZE	FROM NO	DWG NO			REV	REV.	DESCRIPTION	DATE		
SCALE		SHEET A				REV.	DESCRIPTION	DATE	BY	Section: To township: Range: Legal:	

Make Ready Summary	
Cable One	
Stationing	Description of work

Make Ready Summary	
Century Link	
Stationing	Description of Work

Make Ready Summary	
X O Communications	
Stationing	Description of Work
B01+30	BOND TO GROUND
B00+00	BOND TO GROUND
08+28	BOND TO GROUND
11+40	BOND TO GROUND

Make Ready Summary	
Avista	
Stationing	Description of Work
12+59	INSTALL RISER STAND OFFS

Make Ready Summary	
NEZ PERCE COUNTY	
Stationing	Description of Work
08+28	BOND TO GROUND
05+75	BOND TO GROUND
B00+00	BOND TO GROUND

**APPROVED**  
By Todd Ellsworth at 8:15 am, Feb 23, 2018

Drawing Name:Port of Lewiston		02-03-18				Revised		02-22-18	RG	Contact Information		State:ID County:Nez Perce City:Lewiston			
		1230 MAIN STREET													
		SIZE	PCIM NO	DWG NO		REV		REV.	DESCRIPTION	DATE	BY	Port of Lewiston Dave Doeringsfeld 208-743-5531 Outside Plant Maintenance,Ilc Ron Glessner208-661-5648		Section: To whship: Range: Legal:	
		SCALE		SHEET 9				REV.	DESCRIPTION	DATE	BY				



EXHIBIT H  
ROUTE APPLICATIONAvista Use Only  
2018-062

This **Route Application ("RA")** is made to the Joint Use Master License Agreement between AVISTA UTILITIES and PORT OF LEWISTON (Licensee), dated 01/08/2016. Terms used in the RA have the same meaning as such terms in the agreement unless otherwise indicated.

**INSTRUCTIONS:** Complete all details below and provide the RA, a one-sheet vicinity map of the route and pole-by-pole design details to AVISTA UTILITIES Joint Use. Priority to construct will be established by the date the completed application is received and approved. Rent will start on the date of the completed approved application.

Unless pole and anchor strengths have been evaluated by a licensed PE, Avista will perform the evaluations at the applicant's cost and will endeavor to do so within 45 days after the date of the completed application.

Identify each cable and messenger by diameter and weight. Provide overall bundle sizes for overlashed facilities.

☒ Application for Use ☐ Termination of Use ☐ Other \_\_\_\_\_

ROUTE	Starting Address	Intersection of Idaho and 11th Street, Lewiston, ID
	Route Description	Begin at Avista pole #142956 proceed north 799' to AVista pole at NE corner of Main and D Street. Proceed East from the intersection of 11th and Main 674' to Avista pole at 1230 Main St.
	Ending Address	Bryden Avea and 8th Street, Lewiston, ID

CABLE (see instructions)	Application: check all that apply	<input type="checkbox"/> Video	<input type="checkbox"/> Audio	<input checked="" type="checkbox"/> Data
		messenger	cable #1	cable #2 (overlashed)
	Messenger/Cable type	5/16"	48 ct	48 ct
	Installed Tension at 0 C	1010 lbf		
	Weight (lbs per 1000 feet)	172	54	54
	Diameter (inches)	5/16"	0.41 in.	0.41 in.

PROPOSED	feet of duct	NEW CONTACTS	OVERLASHED CONTACTS
ATTACHMENTS	no. of AVISTA UTILITIES distribution poles	11	6
	no. of AVISTA UTILITIES transmission poles	0	
	no. of conduit risers on AVISTA UTILITIES poles	1	N/A
	no of attachments to AVISTA UTILITIES anchors	0	N/A

SCHEDULE	Construction Start Date	January 22, 2018
----------	-------------------------	------------------

<b>FOR AVISTA UTILITIES USE ONLY</b>	
<input checked="" type="checkbox"/> Received <u>2/8/2018</u>	<input checked="" type="checkbox"/> Approved as complete <u>2/23/18</u>
<input type="checkbox"/> Notified of Omissions _____	<input checked="" type="checkbox"/> Permit from <u>2/23/18</u> to <u>5/23/18</u>
	<input checked="" type="checkbox"/> Other (see attachment) <u>2018-062 Job Print</u>

Submission of this Route Application constitutes Licensee's acceptance of AVISTA UTILITIES standard permit conditions. Licensee understands that failure to meet a condition of approval means a failure to install in accordance with the permit and may render the permit denied. AVISTA UTILITIES does not warrant the extent of its rights-of-way and easements. Before installing any Attachment to AVISTA UTILITIES' poles or placing any anchors, Licensee shall secure any required permission or consent from federal, state, county or municipal authorities, or from owners of the property upon which poles may be located, to install and maintain Licensee's Attachments thereon. Licensee shall not infer any such permission or consent from AVISTA UTILITIES from any permit. Licensee shall indemnify and hold harmless AVISTA UTILITIES and its representatives, agents, officers, and employees from and against any and all loss, damage or liability resulting from any failure to procure the necessary consent or permission addressed above.

For PORT OF LEWISTON :For **AVISTA UTILITIES**By: David R Doeringsfeld Digitally signed by David R Doeringsfeld  
Date: 2017.12.04 15:10:22 -08'00'By: Todd Ellsworth Digitally signed by Todd Ellsworth  
Date: 2018.02.23 08:20:30 -08'00'Print Name & Job Title: David R. Doeringsfeld, Port ManagerPrint Name & Job Title: Todd Ellsworth - Joint Use CPCPhone: 208-743-5531Phone: 509-309-5104Date: Feb 7, 2018Date: 2/23/18

Non-Refundable Application Processing Fee:

Accounting: **09802457.583000.115.Z57**

\$ 290.00

Check #

☐ Invoiced

**Jaynie**

---

**From:** Brennan Duclos <brennan@summituc.com>  
**Sent:** Wednesday, February 21, 2018 5:59 PM  
**To:** Jaynie  
**Subject:** 1230 Main

Jaynie,

Our price to place fiber to 1230 Main Street would be \$8,650.00.  
This would be using fiber provided by the port. All other materials we would supply.  
Thank you for the opportunity to submit this quote.

Brennan

