



## UTILITY RELOCATION AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as “City,” and **Cablevision System Corporation** hereinafter referred to as “Contractor.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

**1. Purpose:** City agrees to hire Contractor as an independent contractor to perform the services of underground utility relocation described in the Scope of Work attached hereto as Exhibit “A” and by this reference made a part hereof.

**2. Effective Date:** This Agreement is effective upon the date of its execution and will terminate upon the anticipated completion of the utility relocation by Contractor which is anticipated to be March 1, 2013. The parties may extend this agreement, by mutual concurrence, for 60 days, in writing prior to its termination.

**3. Scope of Work:** The Contractor shall perform the services outlined in Exhibit “A”. In performing these services, the Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

**4. Payment:** City agrees to pay Contractor an amount **Not-to-Exceed** Eighty-Thousand dollars (\$80,000.00) for the work described in the Scope of Work in Exhibit “A”. Any alteration or deviation from the described work that involves extra costs will be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing. City agrees to pay Contractor Twenty Thousand dollars (\$20,000) upon execution of agreement in order for Contractor to order the necessary materials.

If partial payment is requested by Contractor, it shall be made upon invoice and said estimate being proportioned to the work completed by the Contractor. City shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the City, and determination has been made by the City that the scope of work has been satisfactorily completed.



**5. Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Contractor shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnity and Insurance:** Contractor agrees to indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees. **For this purpose, Contractor shall provide City with proof of Commercial General liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$750,000 per claim, and in an amount not less than \$1.5 million per occurrence and naming the City as an additional insured. The insurance must be in a form suitable to City.**

**7. Warranty:** Contractor warrants that all services and work will be performed in a good workman-like manner. Contractor acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".

**8. Compliance with Laws:** Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. Contractor agrees to purchase a City business license.



9. **Contractors' Gross Receipts Tax:** Contractor understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

10. **Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

11. **Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

12. **Liaison:** City's designated liaison with Contractor is Chris Mallow, Parking Supervisor, and Contractor's designated liaison with City is Thomas Campbell.

13. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

14. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



15. **Successors and Assigns:** Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. **Ownership of Documents:** All documents, data, drawings, specifications, software applications and other products or materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Contractor are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Contractor harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the Contractor upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City. The Contractor shall preserve the confidentiality of all City documents and data accessed for use in Contractor’s work product.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BILLINGS, MONTANA**

\_\_\_\_\_  
**CONTRACTOR (Print Name Above)**

By \_\_\_\_\_

**Thomas W. Hanel,  
Mayor**

By \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Print Title** \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_

**BRENT BROOKS, City Attorney**





**EXHIBIT "A"**

Qty	MATERIAL DESCRIPTION	Unit Price	Unit	Typical units/mile	Amount	
	Feeder Coax -air=.25	\$ 0.365	ft	5280	\$ -	
1200	Feeder Coax -UG=.37	\$ 0.377	ft		\$ 452.40	
	Trunk Coax - air=.47	\$ 0.688	ft	1584	\$ -	
400	Trunk Coax -UG=.54	\$ 0.798	ft		\$ 319.20	
566	Strand	\$ 0.126	ft	5280	\$ 71.32	
3280	Fiber	\$ 1.290	ft	792	\$ 12,465.30	Manual Entry
1	Lash wire per 1200 ft	\$ 31.340	roll	6336	\$ 39.42	
0	Lash wire clamps	\$ 0.417	ea	60	\$ -	
0	Support straps	\$ 0.171	ea	70	\$ -	
0	Plastic Spacers	\$ 0.032	ea	70	\$ -	
	Feeder connectors	\$ 3.270	ea	70	\$ -	
	Trunk connectors	\$ 9.150	ea	4	\$ -	
	Feeder splices	\$ 7.950	ea	3	\$ -	
	Trunk splices	\$ 17.740	ea	1	\$ -	
	90 degree connectors	\$ 4.100	ea	16	\$ -	
	Housing to Housing connectors	\$ 2.350	ea	6	\$ -	
	Line Terminators	\$ 3.250	ea	4	\$ -	
	Distribution Splitters	\$ 29.500	ea	4	\$ -	
	Distribution DCs	\$ 29.500	ea	1	\$ -	
	Distribution Power Inserters	\$ 29.100	ea	0.3	\$ -	
	Power Supply Cabinet	\$ 444.000	ea	0.3	\$ -	
	Power Supply	\$ 1,100.000	ea	0.3	\$ -	
1	Fiber Termination Panel	\$ 350.000	ea	1.5	\$ 350.00	
576	Fiber fusion Sleeves	\$ 0.210	ea	30	\$ 120.96	
2	2man hole alley rated	\$ 750.000	ea	0.05	\$ 1,500.00	
	Optical Node	\$ 800.000	ea	0.1	\$ -	
6	Fiber Splice Enclosure	\$ 389.460	ea	0.07	\$ 2,336.76	
	Optical Splitter	\$ 650.000	ea	0.05	\$ -	
	Receiver Service Cable	\$ 205.000	ea	0.1	\$ -	
	Fiber patch cord - SC type	\$ 16.910	ea	0.1	\$ -	
0	Fiber storage loops	\$ 45.000	ea	1	\$ 4.82	
0	Fiber protectors/identifiers	\$ 2.130	ea	35	\$ -	
	Tap brackets	\$ 0.780	ea	35	\$ -	
12	Riser Brackets	\$ 1.650	ea	5	\$ 19.80	
	4 port Taps	\$ 12.450	ea	25	\$ -	
	8 port Taps	\$ 24.100	ea	2	\$ -	
	Heat Shrink tubing 6 inch	\$ 5.000	ea	75	\$ -	
1	Strand Dead Ends	\$ 1.040	ea	12	\$ 1.34	
0	Strand Splices	\$ 2.120	ea	2	\$ 0.45	
0	Anchor Rods	\$ 16.520	ea	1.5	\$ 2.66	
0	Guy Guards	\$ 3.300	ea	1.5	\$ 0.53	
0	Strain Insulators	\$ 4.800	ea	3	\$ 1.54	
1	K-UL bonding clamps	\$ 1.180	ea	10	\$ 1.26	
4	Bolts	\$ 1.200	ea	34	\$ 4.37	
3	Suspension Clamps	\$ 2.990	ea	30	\$ 9.62	
0	Rams Head down guy attach	\$ 2.750	ea	1.5	\$ 0.44	
11	# 6 Copper wire	\$ 0.490	ea	100	\$ 5.25	
0	8 foot ground rods	\$ 9.800	ea	1	\$ 1.05	
	Tree guard 8 inch	\$ 0.100	ea	34	\$ -	
	Tap Pedestal	\$ 28.050	ea	10	\$ -	
	LE Pedestal	\$ 58.500	ea	1	\$ -	
0	Amplifier Pedestal	\$ 165.100	ea	0.6	\$ -	
3000	1.5 "	\$ 0.640	ea	1652	\$ 1,920.00	
400	2"	\$ 1.500	ea	22	\$ 600.00	
7	Square Washers	\$ 0.230	ea	64	\$ 1.58	
3	Square Nuts	\$ 0.220	ea	32	\$ 0.75	
1	MDU Security Enclosure w/lock MHL1824	\$ 119.000	ea	1	\$ 119.00	
	Gradeboxes 15-15"	\$ 46.200	ea		\$ -	
	Gradeboxes 18-18'	\$ 66.850	ea		\$ -	
		\$ -			\$ -	
		\$ -			\$ -	
		\$ -			\$ -	
		\$ -			\$ -	
		\$ -			\$ -	
1	EDM Trip Charge	\$ -			\$ -	
0	EDM Daily Expense Charge	\$ -			\$ -	
	<b>Material</b>				\$ 20,349.83	
	Freight and Taxes (9%)				\$ 1,831.49	
	<b>Material Total</b>				\$ 22,181.32	



**EXHIBIT "A"**

Qty	Misc.	Unit Price	Unit	Typical units/mile	Amount
	Easement	\$ 2.00	ft		\$ -
4	Pole Engineering	\$ 350.00	ea	30	\$ 1,500.76
4	Make Ready	\$ 350.00	ea	2	\$ 1,400.00
	Railroad Permit	\$ 5,500.00	ea		\$ -
	DOT Permits	\$ 300.00	ea		\$ -
1	City Permits	\$ 500.00	ea		\$ 500.00
	County Permits	\$ -	ea		\$ -
	Traffic Control	\$ 1,200.00	day		\$ -
1	Walkout	\$ 0.04	ft	5280	\$ 0.04
	Design	\$ 500.00	mile	5280	\$ -
1	Mapping	\$ 550.00	Each	5280	\$ 550.00
	Print costs	\$ 0.50	ea		\$ -
	<b>Misc. Total</b>				<b>\$ 3,950.79</b>

**Manual Entry**

Multiple fiber count information - THIS WILL be added to cost in cell G84 automatically. Clear Qty's if you do not want these added to total.

Qty	Misc.	Unit Price	Unit	Minimum order amount	Cost per roll	Order cost
	O-006-CA-8W-F06NS	\$ 0.183	ft	3000	\$ 547.50	\$ -
	O-008-CA-8W-F08NS	\$ 0.196	ft	3000	\$ 587.40	\$ -
	O-010-CA-8W-F10NS	\$ 0.209	ft	3000	\$ 627.60	\$ -
	O-012-CA-8W-F12NS	\$ 0.223	ft	3000	\$ 667.50	\$ -
	O-014-CA-8W-F12NS	\$ 0.233	ft	3000	\$ 698.70	\$ -
	O-016-CA-8W-F12NS	\$ 0.243	ft	3000	\$ 729.00	\$ -
	O-018-CA-8W-F12NS	\$ 0.254	ft	3000	\$ 761.10	\$ -
	O-020-CA-8W-F12NS	\$ 0.269	ft	3000	\$ 805.50	\$ -
	O-022-CA-8W-F12NS	\$ 0.284	ft	3000	\$ 850.80	\$ -
	O-024-CA-8W-F12NS	\$ 0.298	ft	3000	\$ 894.60	\$ -
	O-026-CA-8W-F12NS	\$ 0.309	ft	3000	\$ 926.40	\$ -
	O-028-CA-8W-F12NS	\$ 0.320	ft	3000	\$ 958.50	\$ -
	O-030-CA-8W-F12NS	\$ 0.330	ft	3000	\$ 990.60	\$ -
	O-032-CA-8W-F12NS	\$ 0.343	ft	3000	\$ 1,028.10	\$ -
	O-034-CA-8W-F12NS	\$ 0.356	ft	3000	\$ 1,068.00	\$ -
1	O-036-CA-8W-F12NS	\$ 0.369	ft	3000	\$ 1,105.50	\$ 1,105.50
	O-038-CA-8W-F12NS	\$ 0.384	ft	3000	\$ 1,150.80	\$ -
	O-040-CA-8W-F12NS	\$ 0.403	ft	3000	\$ 1,209.60	\$ -
	O-042-CA-8W-F12NS	\$ 0.423	ft	3000	\$ 1,269.60	\$ -
	O-044-CA-8W-F12NS	\$ 0.433	ft	3000	\$ 1,299.60	\$ -
	O-046-CA-8W-F12NS	\$ 0.445	ft	3000	\$ 1,333.80	\$ -
	O-048-CA-8W-F12NS	\$ 0.455	ft	3000	\$ 1,365.00	\$ -
	O-050-CA-8W-F12NS	\$ 0.467	ft	3000	\$ 1,400.10	\$ -
	O-052-CA-8W-F12NS	\$ 0.478	ft	3000	\$ 1,432.50	\$ -
	O-054-CA-8W-F12NS	\$ 0.492	ft	3000	\$ 1,476.00	\$ -
	O-056-CA-8W-F12NS	\$ 0.508	ft	3000	\$ 1,523.40	\$ -
	O-058-CA-8W-F12NS	\$ 0.524	ft	3000	\$ 1,570.80	\$ -
1	O-060-CA-8W-F12NS	\$ 0.539	ft	3000	\$ 1,618.20	\$ 1,618.20
	O-062-CA-8W-F12NS	\$ 0.556	ft	3000	\$ 1,669.20	\$ -
	O-064-CA-8W-F12NS	\$ 0.574	ft	3000	\$ 1,722.30	\$ -
	O-066-CA-8W-F12NS	\$ 0.592	ft	3000	\$ 1,776.60	\$ -
	O-068-CA-8W-F12NS	\$ 0.608	ft	3000	\$ 1,824.60	\$ -
	O-070-CA-8W-F12NS	\$ 0.624	ft	3000	\$ 1,872.60	\$ -
	O-072-CA-8W-F12NS	\$ 0.640	ft	3000	\$ 1,920.30	\$ -
	O-074-CA-8W-F12NS	\$ 0.663	ft	3000	\$ 1,988.10	\$ -
	O-076-CA-8W-F12NS	\$ 0.684	ft	3000	\$ 2,052.90	\$ -
	O-078-CA-8W-F12NS	\$ 0.706	ft	3000	\$ 2,117.70	\$ -
	O-080-CA-8W-F12NS	\$ 0.718	ft	3000	\$ 2,154.60	\$ -
	O-082-CA-8W-F12NS	\$ 0.729	ft	3000	\$ 2,188.20	\$ -
	O-084-CA-8W-F12NS	\$ 0.734	ft	3000	\$ 2,201.40	\$ -
	O-086-CA-8W-F12NS	\$ 0.748	ft	3000	\$ 2,243.10	\$ -
	O-088-CA-8W-F12NS	\$ 0.763	ft	3000	\$ 2,287.80	\$ -
	O-090-CA-8W-F12NS	\$ 0.778	ft	3000	\$ 2,332.50	\$ -
	O-092-CA-8W-F12NS	\$ 0.793	ft	3000	\$ 2,379.90	\$ -
	O-094-CA-8W-F12NS	\$ 0.805	ft	3000	\$ 2,414.40	\$ -
	O-096-CA-8W-F12NS	\$ 0.816	ft	3000	\$ 2,448.00	\$ -
1	O-192-CA-8W-F12NS	\$ 2.970	ft	3280	\$ 9,741.60	\$ 9,741.60
		\$ -	ft	3000	\$ -	\$ -
	<b>Total</b>				<b>\$ 12,465.30</b>	



**EXHIBIT "A"**

Qty		Unit Price	Unit	Typical units	Amount				
	<b>Ucyp- Customer premise solution</b>								
0	24 program bulk decrypt, pro:re-encrypt 1	\$ 16,820.10	ea	1	\$ -				
0	Cable Cards	\$ 250.00	ea	4	\$ -	←---	<b>CableCARD Board Blue (#0)</b>		
0	Firewall - Juniper SSG5	\$ 495.00	ea	1	\$ -		CableCARD ID: 000-003-963-983-6		
			ea		\$ -		Host ID: 061-000-000-242-4		
				Sub Total	\$ -		Data: 282-353-594-12		
							Serial: MA0809CAACX9		
	<b>Centralized fiber solution transport</b>								
0	Narrowcast transmitter DWDM/CWDM	\$ 2,860.00	ea	1	\$ -				
0	Aurora Chasis	\$ 840.00	ea	2	\$ -				
0	Power Supply	\$ 150.00	ea	2	\$ -		<b>CableCARD Board Green (#1)</b>		
0	Forward receiver	\$ 800.00	ea	1	\$ -		CableCARD ID: 000-003-942-745-5		
0	Mux/Demux	\$ 2,210.00	ea	1	\$ -		Host ID: 061-000-000-241-6		
				Sub Total	\$ -		Data: 274-781-454-05		
							Serial: MA0809CAEQ12		
	<b>Ancillary materials</b>								
	Deletion filter - Custom	\$ 1,200.00	ea		\$ -				
	Deletion filter - 9-BWL-9050-55	\$ 808.50	ea		\$ -				
	Deletion filter - 9-BWH-BWL(C)	\$ 1,352.40	ea		\$ -		<b>CableCARD Board Red (#2)</b>		
	Deletion filter - 9-LP-8750-R	\$ 131.25	ea		\$ -		CableCARD ID: 000-003-725-445-5		
	Deletion filter - 9-BWL-9050-Q	\$ 922.00	ea		\$ -		Host ID: 061-000-000-236-6		
1	Deletion filter - 9-BWH/BWL-Q	\$ 2,014.00	ea		\$ 2,014.00		Data: 064-916-346-29		
	Deletion filter - 9-BWH-9060-55-Q	\$ 1,058.50	ea		\$ -		Serial: MA0809CADZ38		
	Deletion filter - 9-BWL-9050(A)	\$ 672.00	ea		\$ -				
	Deletion filter - 9-BWH-BWL-Q	\$ 1,602.40	ea		\$ -				
	Rack, floor mount 7 foot, 4 post, 19 inch	\$ 700.00	ea		\$ -		<b>CableCARD Board Purple (#3)</b>		
	Rack, wall mount, 19 inch WM5611	\$ 307.10	ea		\$ -		CableCARD ID: 000-003-963-979-4		
100	Rack Screws	\$ 0.03	ea		\$ 3.30		Host ID: 061-000-000-248-1		
	UPS	\$ 1,150.00	ea		\$ -		Data: 106-174-885-22		
							Serial: MA0809CAAY6		
0	Optical Jumper SC-APC to SC-APC 2M sii	\$ 16.95	ea		\$ -				
	Optical Jumper SC-APC to SC-APC 3M sii	\$ 11.60	ea		\$ -				
	Optical Jumper SC-APC to SC-APC 5M sii	\$ 12.10	ea		\$ -				
	Optical Jumper SC-APC to SC-APC 9M sii	\$ 12.50	ea		\$ -				
1	Headend cable RG 59 (color)	\$ 100.00	1000	1000	\$ 100.00				
	BNT-T; BNC T-Connector F-F-M	\$ 1.20	ea	25	\$ -				
	BNC connectors; DSBNC-59Q	\$ 49.00	pk	50	\$ -				
	CAT5E wire; 720444	\$ 90.00	1000	1000	\$ -				
	Copper GigE SFP	\$ 100.00	ea	6	\$ -				
0	ethernet cable-straight through 1M	\$ 3.20	ea		\$ -				
	ethernet cable-straight through 2M	\$ 3.20	ea		\$ -				
	ethernet cable-straight through 3M	\$ 3.20	ea		\$ -				
	ethernet cable-straight through 6M	\$ 3.20	ea		\$ -				
	RJ45 connectors; 700101	\$ 13.20	100	200	\$ -				
1	Digicon Connector, DS59Q-HEC2	\$ 17.70	pk	100	\$ 17.70				
1	Rack Mount power strip	\$ 100.00	ea		\$ 100.00				
	2-way splitter Hard line	\$ 23.70	ea		\$ -				
	3-way splitter Hard line	\$ 25.30	ea		\$ -				
2	2-way splitter	\$ 0.80	ea		\$ 1.60				
	3-way splitter	\$ 1.31	ea		\$ -				
	4-way splitter	\$ 1.46	ea		\$ -				
	8-way splitter	\$ 3.45	ea		\$ -				
	16-way splitter	\$ 7.50	ea		\$ -				
2	Directional Coupler 7 Hard line	\$ 22.60	ea		\$ 45.20				
	Directional Coupler 9 Hard line	\$ 22.60	ea		\$ -				
	Directional Coupler 12 Hard line	\$ 23.70	ea		\$ -				
	Directional Coupler 16 Hard line	\$ 23.70	ea		\$ -				
	Mini Directional Coupler 6	\$ 1.20	ea		\$ -				
	Mini Directional Coupler 9	\$ 1.20	ea		\$ -				
	Mini Directional Coupler 12	\$ 1.20	ea		\$ -				
	Mini Directional Coupler 16	\$ 1.20	ea		\$ -				



## EXHIBIT "A"

