



# City of Waukesha

201 Delafield St. Waukesha, WI 53188  
Form 498 ID: 143049652

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## School District of Waukesha Fiber Optic Maintenance and Support Bid Response



May 11, 2017

The City of Waukesha agrees to maintain the facilities of the School District of Waukesha in accordance with the following fees:

**1. Annual Maintenance Fee: \$30,518.40**

The Annual Maintenance fee for the combined Aerial and Underground Cable totaling 179,520 ft will be billed at an annual rate of .17 per foot for a total of \$30,518.40. The Annual Maintenance Fee will be used for costs incurred for the following:

- 1.) Relocations
- 2.) Emergency Restoration
- 3.) Engineering and Consulting
- 4.) Locating billed at the following rates
  - a. Each Digger's Hotline ticket: \$1.33 each
  - b. Each locate cleared from the office: \$3 each
  - c. Each site check clear (no field visit): \$6 each
  - d. Standard locate (field visit required): \$25 each
  - e. Standard locates in excess of one man hour will be billed at a rate of \$60 per hour
  - f. Emergency locate: \$60 each
  - g. Emergency locates in excess of one man hour will be billed at a rate of \$60 per hour

**2. Annual Pole Attachment Fee: \$15536.64**

The Annual Pole Attachment Fee for 768 utility poles will be billed at annual rate of \$20.23 per pole for a total of \$15536.64.

**Total Annual Maintenance Fee: \$46055.04**

**Fiber-Optic Network Maintenance Contract**  
City of Waukesha – School District of Waukesha

This Contract is entered into by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to as the City; and the School District of Waukesha, 222 Maple Avenue, Waukesha, Wisconsin 53186, referred to herein as the District. Together, City and District are referred to as the Parties.

**Recitals**

The Parties share certain fiber-optic communications facilities, that are in part mounted on utility poles owned by Wisconsin Electric Power Company by permission granted in an agreement between the City and Wisconsin Electric Power Company dated October 1, 1997, and are in part located in underground conduits, splice boxes, and other equipment located in the City. These facilities are identified on the attached Schedule 1, and are referred to herein as the Network.

The City is willing to assume responsibility for maintenance of the Network, and the District is willing to contribute to the costs of doing so.

Now, therefore, the City and the District agree and contract as follows:

1. **Repair and Maintenance.** The City shall be responsible, at its sole expense, for the repair and maintenance of the Network, including repairs to conduits, utility-pole attachments, and fiber-optic cables themselves. The District shall report issues with the Network to the City promptly after they are discovered. Repairs shall be completed by the City as soon as reasonably possible after issues are reported, with the expectation that most repairs will be completed within 24 hours of receipt of notice. The City shall give the District at least 15 days' notice of scheduled maintenance work that might result in service interruption to the District. The determination of the necessity and extent of repairs, and the mode or method of repair, shall be in the City's sole discretion. The City may hire subcontractors to perform any repair or maintenance work. Maintenance and repair services may include, but not be limited to, the following:
  - a. Aerial services for repositioning existing pole attachments or existing midspans, and placement of any new aerial cables.
  - b. Provision of all fiber-optic cable, splicing materials, aerial pole attachment hardware, support strand, lashing wire, grounding and bonding components, riser guards, anchors, and all other necessary aerial construction components.
  - c. Excavation and restoration of existing cable-in-duct packages, under concrete, asphalt, gravel, or bare ground, and restoring surfaces to their pre-excavated condition.
  - d. Provision of cable-in-duct installations when required for restoration or replacement.
  - e. Provision of all fiber-optic cable, splicing materials, underground duct, handholes, locate wire, and mule tape necessary for underground construction.
  - f. Provision of fiber-optic cable, splice cases, splice trays, tools, and equipment needed to perform optical cable splicing in an environmentally-controlled vehicle or trailer designed specifically for optical cable splicing. All permanent splicing will be single strand, fusion-type splices.
  - g. Provision of single-fusion heat-shrink splice protection sleeves, and all materials required for splicing and sealing OSP splice cases.

2. **Standards for Repair and Maintenance.** All maintenance and repair work shall be done in accordance with the National Electric Code (NEC); National Electric Safety Code (NESC); WE Energies Joint Use Agreement dated October 1, 1997; the Rules of the City's Department of Public Works. The Network shall be maintained to the standards set in National Fire Protection Agency (NFPA) ANSI/NFPA-70 (2011 Ed.), American National Standards Institute (ANSI) Section C1, C2, ANSI/EIA/TIA-568-B Commercial Building Telecommunications Cabling Standard, and ANSI/EIA/TIA-607 Commercial Building Grounding Requirements for Telecommunications.
3. **City Not Responsible for Provision of Data.** The City shall be responsible only for the physical condition of the Network, and shall not be responsible for the provision of any data transmitted over the Network. The District shall be responsible, at its sole expense, for contracting with service providers for provision of data services over the Network Cables.
4. **Fees.** The District shall pay to the City the fees shown in the attached Schedule 2. The City shall invoice the District annually, with payment due June 15.
5. **Alteration of the Network, Adjustment of Fees.** If the Network is expanded, reduced, or otherwise substantially changed, the fees payable under section 4 shall be adjusted proportionally, or as mutually agreed by the Parties.
6. **Term.** The term of this Contract shall commence on the date of its execution, and shall continue for an initial term of five years. Thereafter, it shall automatically renew for a total of three additional successive 5 year terms, unless either party gives notice at least 60 days in advance of the expiration of the current term that it is opting not to renew.
7. **Warranty Disclaimer, Waiver of Damages.** The City's sole responsibility under this Contract is maintenance and repair as described in Section 1, and the District waives all claims, demands and causes of action against the City for any direct, incidental or consequential damages arising from the District's use of the Network, or the Network's performance, including loss of data or loss of service. The City expressly disclaims all warranties, whether expressed or implied, with respect to the Network, including, but not limited to, their suitability and fitness for the District's intended purposes, or the quality, availability or reliability of data transmission through the Cables.
8. **Insurance, Waiver of Subrogation.** Each Party shall maintain its own property casualty insurance on their respectively-owned portions of the Network, and the Parties shall look exclusively to their own insurance for coverage for losses and waive all rights of subrogation.
9. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent Contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
10. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stat. §893.80 or any other law.
11. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
12. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.

13. **Integration.** This Contract embodies the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.
14. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the Parties to this Contract.
15. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attested by Gina L. Kozlik, City Clerk  
Date: \_\_\_\_\_

**School District of Waukesha**

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attested by \_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_



**Project Name:** Fiber Overview Map – Attachment A  
**Location:** City of Waukesha, Waukesha County, Wisconsin  
**Drawn By:** Joel Mielke  
**Current Revision:** April 13<sup>th</sup>, 2017  
**Date Created:**  
**Revisions:**



**Print #:** Overview  
[Navigation icons: Home, Back, Forward, Print, etc.]

**Legend:**  
— Aerial Route  
- - - - - Underground Route

**Fiber Legend:**  
**SCHOOLS**  
■ = Site Location  
■ = Data Center Location

