

# **Request for Proposal**

**Owner: The Crossville Telephone Company**

Prepared by:

Finley Engineering Company, Inc  
Consulting Engineers



P.O. Box 148  
Lamar, Missouri 64759

For

FTTH Outside Plant (OSP) Fiber Construction in White County, Illinois

**Project Summary:**

The Crossville Telephone Company “Crossville” is the recipient of a Connect Illinois Broadband Grant for construction of a fiber broadband project in rural areas of White County, Illinois. Crossville is requesting proposals for FTTH Outside Plant (OSP) Fiber Construction required in the fiber broadband project which includes 55.59 miles of underground conduit construction for installation of fiber cable and placement of 14.59 miles of service drops to 241 customer locations.

This project is subject to the terms of the Connect Illinois Broadband Grant and the Illinois Office of Broadband; strict requirements regarding procurement, labor practices, and project timelines are dictated by the Connect Illinois Broadband Agreement and underlying funding mechanisms. Adherence to project guidelines is of critical importance.

The attached Project Contract and Request for Proposals outline the specific requirements of the FTTH Outside Plant (OSP) Fiber Construction project.

Finley Engineering has been engaged by Crossville for project engineering and project management to ensure adherence to the construction documents, verify unit placement and monitor adherence to the construction schedule.

The time for completion of construction of the project shall be **begin not later than April 1, 2025 and end no later than December 31, 2025.**

**Question/Inquiry Process:**

All inquiries and questions related to the RFP must be sent by January 15, 2025 and directed via email to:

Name: Nancye Allison, Finley Engineering

Email: [n.allison@finleyusa.com](mailto:n.allison@finleyusa.com)

**Selection Process:**

Finley Engineering will review each timely submitted proposal, scoring each proposal with the Best Value Selection criteria outlined in the RFP Award Criteria section in this RFP. Finley Engineering will make a recommendation to Crossville for an equipment vendor based on the proposal that has the highest score from the Best Value Selection criteria. With approval from Crossville for the successful contractor, Finley will begin final discussions for selection and the ability of the contractor to meet and execute all required contract documents. If final discussions and execution of contract documents cannot be completed by the initially selected contractor, the next highest ranked proposal will be chosen. The process will continue until a mutually agreeable contract is finalized between Crossville and the selected contractor.

## Proposal Requirements:

1. Proposals should be organized in the same sequence as this RFP, with responses referencing the appropriate corresponding RFP item(s). Firms should respond to each item at the level of detail at which each is presented or list a variance with a particular item, propose alternate terms, and, as applicable, supply any supportive detail. Responses not conforming to the proper format or failure to respond to any items in this RFP may result in a firm's disqualification and/or rejection of the proposal at the discretion of Finley.
  2. Any firm responding Firm will need to become a Crossville Approved Vendor to expedite matters if the Firm(s) are to be selected as the winning vendor. The Firm will need to complete and submit the following documents (forms to be provided in electronic format) with their submission:
    - Contractor Safety Pre-Qualification Form,
    - W-9,
    - ACH Request Form,
    - Certificate of Insurance (COI),
    - Submit at least three credit references (these can be different, or the same references requested for past work).
    - Including any additional information as requested by Grantor
  3. Where the Firm is requested to supply information, include that information in the body of the proposal or reference that it is an attachment.
  4. A duly authorized officer or agent of the Firm must sign the proposal.
  5. All questions and inquiries regarding this RFP should be submitted via email to:  
Email: [n.allison@finleyusa.com](mailto:n.allison@finleyusa.com)
  6. Proposals are to be submitted in electronic format to the following email address.  
Email: [n.allison@finleyusa.com](mailto:n.allison@finleyusa.com)
- Other submission forms will not be accepted, nor will proposals be submitted directly to individual staff members other than what is listed above.*
7. Crossville will not pay for any information requested herein, nor is it liable for any costs incurred by any Firm in responding to this RFP. All proposals submitted become the property of Crossville.
  8. A Firm may withdraw its proposal before the RFP response deadline. Proposals received after the deadline will not be considered.
  9. The proposal and cost submissions constitute an offer by the Firm to do business with Crossville. If a Purchase Order is submitted to a Firm, Crossville, at its option, may incorporate all or parts of a Firm's proposal. Any answers and information contained within that proposal shall become part of the successful Firm's and Crossville's final agreement.

10. Any information released either verbally or in writing before the release of this RFP shall be deemed preliminary and not binding upon Crossville in any manner.

11. Notwithstanding any other provision of this RFP, Crossville expressly reserves the right to:

- Conduct discussions with any or all Firms for clarification of proposals.
- Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures.
- Accept, reject, or negotiate any or all proposals or the terms of any proposal, or any parts thereof, to obtain the best and final offer.
- Cancel or amend this RFP or issue other requests for proposals.
- Select a Firm(s) based on the analysis and evaluation of proposals submitted. Crossville reserves the right to request presentations of proposals if Crossville feels further information is appropriate to the decision-making process.
- Select no proposals at all.
- Cancel a contingent award if a Firm fails to negotiate in good faith and execute definitive written documents necessary to effectuate the transactions contemplated in a manner consistent with the project's timeline and within fifteen (15) days from the contingent award date.

12. Crossville reserves the right to use any concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the project. Selection or rejection of proposals shall not affect this right. All proposals will be evaluated, and with additional consideration to the Firm(s) who demonstrates the best ability to satisfy the scope of work in the most timely and efficient manner possible.

13. By submittal of a proposal, a Firm attests to have read, understood, and agreed to all requirements, terms, and conditions in this RFP, including any attachments, exhibits, and appendices.

14. Proposals responding to this RFP will not be tied to any potential or future arrangements.

15. A contractor and any subcontractor must be properly licensed and registered as required by the State of Illinois to complete the scope of work in this RFP. Each Firm requires proper license and registration before submitting a bid. Each firm shall comply with all subcontractor requirements as outlined by Ill. NOFO CSFA 420-35-2366. The proposal submission will be construed as evidence that such an examination has been made, and no subsequent allowance will be made on behalf of the Firm for any error or negligence. Requirements to be addressed include Prevailing Wage, Debarment and Suspension Certification, Apprenticeship requirement, BABA Compliance, regular reporting to the Grantor for their reporting to IOB and Champaign County. Other major requirements may be pertinent, see Reference addendum in RFP.

If awarded, the successful contractor will certify an understanding of and reading of the federal and state requirements of this project prior to signing the awarded contract.

16. Firms must identify any conflict of interest arising from providing services to Crossville. Crossville reserves the right:
  - to disqualify any Firm or reject any proposal at any time solely because a real or perceived legal or policy conflict of interest is presented.
  - to require the Firm to take any action or supply information necessary to remove the conflict or
  - to terminate any Purchase Order arising from this solicitation if any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to Crossville's satisfaction.
17. Crossville will make payments under the contract on no more than a monthly basis, and the final payment will be made within 30 days after satisfactory completion and acceptance of the materials by Crossville.
18. The firm must coordinate with other Federal, State (Illinois), and local authorities to demonstrate compliance with other applicable environmental laws and regulations.

**Closing Date:**

The proposals shall be received no later than 3 p.m. January 28, 2025 .

Late proposals and those that do not adhere to this RFP process will not be accepted.

The following timetable outlines the anticipated schedule for the RFP and contract process; however, the timing and the sequence of events resulting from this RFP may vary.

**Anticipated Event Dates:**

- RFP Advertised and Issued: January 6, 2025
- Pre-proposal meeting: January 9, 2025
- Final Questions to be Submitted by: January 15, 2025
- Proposals Due by: January 28, 2025
- RFP Evaluations Completed on or before: January 31, 2025
- Contingent Award Notices and Contract sent by: January 31, 2025
- Contract Agreement Executed: On or before February 7, 2025

**Proposal Format:**

To aid in the evaluation of proposals, Crossville requires that proposals follow this outline:

1. Cover Letter: Indicate your firm’s interest in the project and highlight proposal's key points.
2. Firm Overview: Include company history, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information. Crossville requires the selected Firm to be licensed to do business in Illinois.
3. Project Approach: Provide a detailed narrative and proposed schedule describing your specific approach and your ability to meet the needs of this Project. Outline your understanding of the Project and identify critical issues based on your Firm’s experience. Please include all technologies proposed for construction, placement and delivery outlined by the proposal.
4. References: Please provide at least three (3) references where your organization has completed a construction project similar to our request. Please include the name, address, phone number, and email address for each reference and a description of the work and dates completed.
5. Small, Minority, and Disadvantaged Businesses:  
Contracting with Minority Businesses pursuant to 2 CFR § 200.321, the Recipient and its sub-recipients must take all necessary affirmative steps (as described in [2 CFR § 200.321](#)) to ensure that minority businesses are used when possible. See page 10 of this RFP for instructions on including this information in your proposal.

Under the Socioeconomic and Location Considerations section of this RFP, Firms are to identify the extent to which Minority-Owned Businesses (MOBs) would be utilized in the performance of this proposed contract.

As defined by the North American Industry Classification System (NAICS) code applicable to this RFP, the offeror’s participation as a MOB is to be identified in the Socioeconomic and Location Considerations section of this RFP, and DBE participation will be considered in evaluating the Socioeconomic Considerations and Location as an evaluation factor.

5. Value Add: Firms should include any “value-added” solutions in response to this RFP. Solutions will be evaluated for feasibility and benefits to the program goals of this project. If the value-added solution is deemed feasible and beneficial, it will be considered in evaluating the Socioeconomic Considerations, Location, and Value-Added evaluation factors.
6. Financial Statements: Include information about your financial stability, any pending lawsuits or legal actions against your company, current copy of an Illinois Certificate of Good Standing, and contact information for your financial institution. Include your coverage for general liability, workers' compensation, professional liability, and errors & omissions insurance. Crossville requires a minimum of \$1,000,000 in liability insurance.
7. Other Current Projects: Indicate your client workload and any other projects your team is committed to, including project time frames. If you have any project that may cause a conflict of interest or could otherwise hinder your proposed timeframes, please describe those projects and how your firm manages multiple client priorities.

All requested information in the Proposal Format section must be included in your response. Crossville reserves the right to reject any proposals and to enter into a Purchase Order agreement with the Firm selected by Crossville.

Firms are solely responsible for their own expenses in preparing and submitting a Proposal. If Crossville elects to reject all proposals, will not be liable to any firm for any claims, whether for costs or damages, incurred by the respondent in preparing and submitting a proposal. Although notification will be provided to Firms whose Proposals are not accepted, further debriefing information will not be made available.

## **General Terms and Conditions:**

### **Compliance with Laws**

The Firm must, in the performance of work under the Purchase Order, fully comply with all applicable federal, state (Illinois), or local laws, rules, and regulations. Any subletting or subcontracting by the Firm obligates the subcontractors to these same provisions. See Appendix A for more details.

### **Supplier Bond and Liability Insurance**

Within ten (10) days of a final executed contract, the Firm shall obtain and maintain the required bonds from a surety that must be licensed, authorized, and admitted to doing business in the State of Illinois and must be a U.S. Treasury listed surety company reasonably acceptable to the Owner.

The bonds shall remain in effect for the time frame listed for each bond required. The Firm shall bear the cost of the premiums for such bonds. The bonds entitle Crossville to call upon the surety to complete the requirements of the Firm in the event the Firm fails to fulfill the requirements of the contract and the project.

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

At their cost and expense, firms shall maintain industry-standard insurance—a certificate of Insurance to be submitted with the Firms submission.

### **No Gifts and Gratuities Policy**

Crossville Code of Ethics has a strictly enforced requirement that Crossville and its staff are prohibited from accepting any favors or gratuities from contractors, potential contractors, sub-agreement parties, or anyone who could be involved in any aspect of its business.



**RFP Award Criteria:**

The Crossville and Finley evaluation team will assess the submitted proposal and rank, according to the following point system:

<b>Category</b>	<b>Maximum Points</b>
<b>General Qualifications:</b> <ul style="list-style-type: none"><li>• Quality of response to RFP, experience, company history, background, and financial stability of entity responding. Failure to meet certain requirements outlined in this RFP can result in deducting points under this category.</li></ul>	<b>20</b>
<b>Reputation and Quality of Work:</b> <ul style="list-style-type: none"><li>• Give three examples of completed projects similar to this RFP.</li></ul>	<b>30</b>
<b>Pricing:</b> <ul style="list-style-type: none"><li>• Proposed unit pricing.</li><li>• Provide unit spreadsheet: Appendix B</li></ul>	<b>30</b>
<b>Value Add</b> <ul style="list-style-type: none"><li>• Vendor options which add value to the proposed solution or provide operational efficiency for Crossville Telephone.</li></ul>	<b>10</b>
<b>WBE/MBE</b> <ul style="list-style-type: none"><li>• Minority owned business</li><li>• Women owned business.</li></ul>	<b>10</b>
<b>Total Possible Points:</b>	<b>100</b>

## **Appendix A – Compliance with Laws and Regulations**

### **Illinois Prevailing Wage Requirements**

The work to be performed under this Agreement is subject to the Prevailing Wage Act ([820 ILCS 130/0.01](#) et seq.). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

### **Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.).**

For grants with an estimated total project cost of \$500,000 or more, the grantee will be required to comply with the Illinois Works Apprenticeship Initiative ([30 ILCS 559/20-20](#) to [20-25](#)) and all applicable administrative rules. ...” The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.”...

### **Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).**

All grantees will be required to comply with the Employment of Illinois Workers on Public Works Act ([30 ILCS 570/0.01 et seq.](#)) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act)

### **State COVID-19 Requirements.**

For all State of Illinois funded grants that are non-American Rescue Plan Act funds, due to the COVID-19 public health emergency, to be eligible to receive an award, grant applicants are required to adhere to and all applicable executive orders issued by the Governor of Illinois, rules issued by an Illinois state agency, or other directives and/or guidance issued by Illinois state agencies related to the prevention of the spread of COVID-19. These same requirements will apply to award recipients in carrying out the activities in the award throughout the award term.

### **Debarment and Suspension**

For all State of Illinois funded grants, Illinois Procurement Code will be applicable as outlined in ([30 ICLS 500/](#))

### **Periodic Performance Report (PPR) and Periodic Financial Report (PFR).**

Requirements exist to submit in the format required by the Grantor, at least on a quarterly basis, the PPR and PFR. Pursuant to [2 CFR 200.329](#), Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Any additional reporting requirements will be disclosed in the NOSA.

**Contractor will be responsible for reading and understanding federal and state requirements listed in executed contract with Crossville.**

**Appendix A: Miscellaneous Construction Work and Maintenance Service Contract**  
**Attachment A: Crossville FTTH OSP Unit Specification**  
**Attachment B: Special Requirements and Unit Drawings**

# Appendix A

## Miscellaneous Construction Work and Maintenance Services Contract

**Company Name** The Crossville Telephone Company

**Contractor** \_\_\_\_\_

**Contract No.** Connect Illinois FTTH Project (Contract # TBD)

**Contract Date** \_\_\_\_\_

**Contract Amount** \_\_\_\_\_

**SECTION I**

W. O. Number \_\_\_\_\_ (Enter this number on all attachments, invoices and related correspondence).

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between

\_\_\_\_\_ (hereinafter called "Contractor"), (Contractor's License No. \_\_\_\_\_)

Issuance State \_\_\_\_\_, Expiration Date \_\_\_\_\_) of,

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (City), \_\_\_\_\_ (State), \_\_\_\_\_ (Zip)

and \_\_\_\_\_ **The Crossville Telephone Company** \_\_\_\_\_, (hereinafter called "Owner").

**PROJECT**

**1. Description of work:**

**The Project will be constructed in the following order:**

**Phillipstown Remote Project Area: 17.91 route miles – 104 customer premise locations**

**Crossville C.O. Project Area: 37.68 route miles – 134 customer premise locations**

**See Attachment A: Crossville FTTH OSP Unit Specification for specific unit quantities and notes.**

**See Attachment B: Special Requirements and Guide Drawings.**

**Total Project – 55.59 route miles**

Indicate if drawings, specifications, or other further description is attached and made part of this agreement: **YES**  **NO** \_\_\_\_\_.

2. Project is for: **Construction**  **Maintenance** \_\_\_\_\_.

3. Evidence of insurance is required (See Section III).

4. The Owner will furnish material? **YES**  **NO** \_\_\_\_\_.

5. All work on this Contract will be performed for the Owner in location(s) described as: \_\_\_\_\_

**White County in Eastern Illinois. See attached maps and staking sheets for specific route locations.**

6. The method of payment for performance shall be:  
(Specify rate(s))

N.A.

Lump-Sum (Explain as necessary) N.A.

Unit basis (Describe unit(s)) Unit basis as described in Attachment A.

**NO PAYMENT SHALL BE DUE UNDER THIS AGREEMENT WHILE THE CONTRACTOR IS IN DEFAULT OF ANY PROVISION HEREOF.**

7. The maximum amount of this Contract shall be \$ N.A. Payment shall be due and payable in accordance with the following schedule:

95% of the approved units in individual invoices submitted monthly for payment, with the 5% held for retainage to be paid following Owner acceptance testing and contract closeout.

Invoices are to be submitted to: **The Crossville Telephone Company**  
**Chris Birkla** [cbirkla@crosstelco.net](mailto:cbirkla@crosstelco.net)  
**Nancy Allison** [n.allison@finleyusa.com](mailto:n.allison@finleyusa.com)

**A DULY EXECUTED, CERTIFICATE OF CONTRACTOR AND INDEMNITY AGREEMENT, SHALL ACCOMPANY THE FINAL INVOICE. (A COPY IS ATTACHED TO THIS CONTRACT IS TO BE REMOVED AND RETAINED FOR SUBMISSION WITH THE FINAL INVOICE.)**

8. The Contractor shall begin performance of this Contract no later than April 1, 2025 and shall complete performance no later than December 31, 2025 that totals 189 construction days, excluding holidays, Saturdays, Sundays and automatic time extensions for bad weather delays.

a. A time extension will be granted for delays beyond the control of the contractor. The contractor must request the time extension in writing within two weeks of the event that causes the delay.

b. Liquidated damages in the amount of \$1,000.00 per day for time extending beyond the completion date, including approved time extensions, will be deducted from any moneys due the Contractor for final payment.

## **SECTION II – GENERAL PROVISIONS**

**1. Notification of Injury or Damage:** The Contractor shall promptly notify the Owner of any injury, death, loss or damage to persons, animals, or property which is in any way related to the work performed under this Contract, even though such occurrence was not caused or contributed to by the Contractor or the Contractor's employees and agents.

**2. Withholding of Payments:** The Owner may withhold money due for portions of the work which have been rejected by the Owner and which have not been corrected by the Contractor to the satisfaction of the Owner. The Contractor shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed on account of materials furnished by each material supplier. The Owner may withhold money due for claims which might be the subject of reimbursement to the Owner by the Contractor. If the Owner is advised that the Contractor is not promptly paying material suppliers as set out above, or if the Owner is advised that employees of the Contractor are not being promptly paid, then the Owner may withhold such money due as the Owner deems sufficient to insure the obligations incurred by the Contractor in connection with the work covered by this Contract will be paid in full.

**3. Changes in Project:** The Owner may make changes in the Project by altering, adding to or deducting from the Project. No change in the contract price shall be made for minor changes not involving extra cost. All adjustments in the contract price by reason of any other change shall be agreed to by the parties prior to commencement of the actual work in connection with such change.

**4. Standards of Work:** All work performed under this Contract shall conform to applicable current standards and specifications listed below:

- *RUS Form 515a – Bulletin 1753F-150 (REV 9-30-10)*
- *RUS Form 515d – Bulletin 1753F-153 (REV 9-2001)*

The Contractor shall furnish and be responsible for all supervision, labor, tools, equipment, power, transportation, miscellaneous material, and supplies required to perform the work, except those items specifically listed which will be furnished by the Owner. The Contractor shall pick up and transport such material and equipment from its place of storage to the job site as needed. The Contractor shall transport and return to a place of storage designated by the Owner unused material and equipment belonging to the Owner.

**5. Provision of Materials:** In the performance of this Contract there shall be used only such unmanufactured articles, materials, and supplies as have been specified by the Owner. The Contractor agrees to submit to the Owner such certificate or certificates, signed by the Contractor with respect to compliance with the foregoing provisions as requested by the Owner.

The Contractor shall purchase materials and supplies outright and not subject to any conditional sales agreement, bailment lease, or other agreement reserving to the seller any right, title, or interest therein.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of construction and at such time as the Contractor receives final payment.

The Contractor shall save harmless and indemnify the Owner from any and all claims, suits, and proceedings for the infringement of any patent or patents covering any materials or equipment provided by the Contractor used in construction of the Project.

**It shall be the duty of the Contractor to observe all material used in the performance of the work, whether or not furnished by the Owner. The Contractor shall not use any defective material in the performance of the work.**

**The Contractor shall reimburse the Owner or shall replace at no cost to the Owner any material or property destroyed, damaged, or lost, in the performance of the Contract.**

**6. Laws and Regulations:** The Contractor shall comply with Federal, State, and Municipal Laws, ordinances and regulations and building and construction codes applicable to the performance of the work and give all notices that may be required. If the Contractor observes that the work to be performed is at variance with any law, ordinance, regulation or building, or construction code, he shall promptly notify the Owner. The Contractor shall follow the instructions of Government officials regarding maintenance of traffic and protection of the public. The Contractor shall obtain a copy of regulations or permit requirements of the appropriate Road authorities and make all employees aware of these regulations.

**7. Environmental Protection:** The Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources, and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures. The Contractor shall follow, under the general direction of the Owner, the criteria relating to environmental protection as specified herein by the Owner.

**8. Inspection of Work:** The Owner may maintain inspectors at the job site, and to further assure compliance with the plans and specifications and maintain quality of construction, may, after reasonable notice to the Contractor, perform from time to time operational tests on the Project or a portion or portions thereof selected by the Owner. **However, such inspectors or other employees or agents of the Owner shall not have authority to direct or advise the Contractor or his employees and agents concerning the method of manner by which the work is to be performed. The Contractor has sole authority, responsibility, and control over the method and manner by which the work is to be performed and shall remain in all respects an independent contractor.**

**9. Service Pipes and Underground Structures:** The Contractor at the Contractor's expense shall locate any pipes, conduits or other underground structures or obstructions which are in the way of the construction, whether or not any work plans omit to show or purport to show their locations. The Contractor in a manner satisfactory to the Owner shall repair all such property damaged in the course of the work. The contractor shall utilize the services of the state locator service if it is available.

**10. Duty of Safe Performance:** The Contractor shall at all times take all reasonable precautions to protect all persons and property, including property of the Owner from injury arising out of the performance of the work. The Contractor shall make such inspections, safety checks, and tests, and shall provide such equipment, personnel, and supervision as is necessary to insure the safe performance of the work.

**11. Defects in Work:** The Contractor shall correct at its expense all defects and deficiencies in the work which result from labor or material furnished by the Contractor, workmanship, or failure to follow the plans, drawings, or other specifications made a part of this Contract, which are discovered within one (1) year from the date the work is accepted. Acceptance of the work by the Owner shall not constitute a waiver of any such defects or deficiencies. The Owner shall notify the Contractor in writing of any defects and deficiencies and if the Contractor has failed to remedy or make arrangements satisfactory to the Owner, to remedy such defects and deficiencies within twenty (20) days thereafter, the Owner may remedy such defects and deficiencies and the Contractor shall pay the Owner the cost of making such corrections.

**12. Completion on Contractor's Default:** If default shall be made by the Contractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Contractor, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the



construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor that may be situated at the site on the Project. The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

**13. Indemnification:** The Contractor agrees to indemnify and hold harmless the Owner from any and all claims, actions, or causes of action to the extent the claimed loss or damage arises out of the Contractor's negligent performance or nonperformance of the work herein contracted to be done, whether such claims, actions, or causes of action are alleged to be the results of any act or omission of the Contractor, its subcontractors, agents, servants, employees, or any or all of them and regardless of the fact that the work may have been completed and accepted by the Owner and regardless of the fact the Contractor may have received payment for work. The Owner shall promptly notify the Contractor in writing of any such claims, actions, or causes of action and give the Contractor full opportunity and authority to assume the sole defense and settlement thereof. The Owner shall furnish to the Contractor upon request all information available to the Owner for defense against any claim, action, or cause of action. The Contractor's liability under this indemnity shall not exceed the value of the Contract except for those claims involving personal injury or tangible property damage.

**14. Miscellaneous:** The Contractor has made a careful examination of the site of the Project and conditions that may affect work under this Contract.

The Contractor will build the outside plant facilities under the Contract on rights-of-way provided by the Owner including, where directed by the Owner, rights-of-way presently occupied by existing facilities of the Owner. The Contractor will use no explosive in the performance of work under this Contract without the prior written approval of the Owner. All permits necessary for the handling or use of dynamite or other explosives in connection with construction of the Project shall be obtained by and at the expense of the Contractor.

Except as otherwise agreed to by the Owner, all work shall be performed without interruption to or interference with existing telephone service.

The Contractor shall not assign this contract or any part thereof, or enter into any contract with any person, firm, or corporation for performance of the Contractor's obligations hereunder, or any part of such obligations.

**15. Nondiscrimination:** *(See Equal Opportunity Addendum)*

### **SECTION III – INSURANCE**

During the Contractor's performance hereunder, the Contractor shall take out and maintain fully paid insurance and bonds providing not less than the minimum amount required as follows:

#### **INSURANCE REQUIREMENTS**

- (a) Workers' compensation and employers' liability insurance, as required by law, covering all their employees who perform any of the obligations of the contractor, engineer, and architect under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws. You meet
- (b) Public liability insurance covering all operations under the contract shall have limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. You meet
- (c) Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, non-owned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million per occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form. You meet
- (d) Owners and Contractors Protective Liability Insurance. The Owner may at any time require public liability insurance and property damage liability insurance greater than the above. In any such event, the additional premium or premiums, payable solely as the result of such additional insurance shall be added to the Contract price.
- (e) Where the performance of the work involves "structural property, underground property, or blasting, the Contractors' comprehensive general liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this contract for property damage: (1) arising out of blasting, (2) arising out of collapse of or structural damage to any building or structure, or (3) to underground facilities and utilities.

#### **BOND REQUIREMENTS**

See pages 7 of The Crossville Telephone Company Request for Proposal – FTTH Outside Plant (OSP) Fiber Construction in White County, Illinois for project specific Bonding Requirements.

I have read, understand, and agree to all portions of this contract and attachment(s). \_\_\_\_\_ .

---

(Contractor)

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

---

**The Crossville Telephone Company**

(Owner)

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**EQUAL OPPORTUNITY ADDENDUM**  
*To Be Inserted in Construction Contracts and  
Subcontracts, and Materials Contracts and Purchase Orders*

---

PART I

*The Contractor represents that:*

*It has , does not have , 100 or more employees, and if it has, that*

*It has , has not , furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.*

*The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.*

*The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.*

---

Part II

CERTIFICATION OF NONSEGREGATED FACILITIES

*The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage for dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.*

*NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

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Part III

*EQUAL OPPORTUNITY CLAUSE*

*During the performance of this contract, the Contractor agrees as follows:*

*(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.*

*(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.*

*(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.*

*(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.*

*(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.*

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*The term "Contractor" shall also mean "Bidder" or "Seller" in case of materials and equipment contracts and purchase orders, and "Subcontractor" in case of subcontracts.*

*The provisions of this addendum are not applicable to any contract or subcontract not exceeding \$10,000.*

*This addendum supersedes the similar representations and provisions which may be contained in contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.*

---

*CONTRACTOR*

By

---

*TITLE*

---

*DATE*

SUBCONTRACT FORM

(Under Construction or Equipment Contracts)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, by and between \_\_\_\_\_ a (partnership, individual, corporation) thereafter called the "Contractor" and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called the "Subcontractor").

WHEREAS, the Contractor has entered into a Construction Contract or Equipment contract hereinafter called the "Contract") dated \_\_\_\_\_, 20 \_\_\_\_ with \_\_\_\_\_ (hereinafter called the "Owner" Providing for \_\_\_\_\_

in a project bearing designation number \_\_\_\_\_; and

WHEREAS, the Contractor and the Subcontractor desire that all of the Contractor's obligations with regard to certain work under the Contract be performed by the Subcontractor;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the parties hereto agree as follows:

SECTION 1. The Subcontractor agrees to perform the Contractor's obligations under the Contract which, by this reference, is made a Part hereof as though set out in its entirety with respect to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 2. The Subcontractor agrees that all of the work to be done hereunder shall be carried out as directed by the Engineer of the Owner in full accordance with the terms and provisions of the Contract.

SECTION 3. The Subcontractor shall maintain all insurance required under the Contract and shall hold the Contractor and the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence, default or misconduct on the part of the Subcontractor, his agents or employees during the Performance of this Agreement.

**SECTION 4.** The Contractor agrees to pay the Subcontractor for the performance of the work hereunder the sum of \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_ Payable as follows:  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 5.** The work to be Performed hereunder shall be completed to the satisfaction of the Contractor and the Owner within the time specified in the Contract. In the event additions to or alterations in the work to be performed hereunder are made necessary by changes in the Contract, the Subcontractor agrees to perform such additional or alternative work in the same manner and under the same terms and conditions as the Contractor would be required so to.

**SECTION 6.** Upon approval of this Agreement by the Owner and the surety company, if any (hereinafter called the "Surety") furnishing the Performance Bond required by the Contract, the Subcontractor shall, if required by Contractor, furnish to the Contractor a Performance Bond in form and substance satisfactory to the Contractor.

**SECTION 7.** This agreement shall not become effective until consented to and approved in writing by the Owner and the Surety if any; provided, however, that consent to and approval hereof by the Owner shall in no way operate to release the Contractor from the Contractor's duties and obligations to the Owner under the Contract or operate to release the Surety, if any, from its obligations under the Performance Bond required by and relating to the Contract.

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

\_\_\_\_\_  
**CONTRACTOR**  
  
By \_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**SUBCONTRACTOR**  
  
By \_\_\_\_\_  
**TITLE**

CONSENTED TO AND APPROVED:

[SEAL]  
  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**OWNER**  
  
By \_\_\_\_\_  
**PRESIDENT**

CONSENTED TO AND APPROVED:

[SEAL]  
  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SURETY COMPANY\***  
  
By \_\_\_\_\_

[\* Attach power of attorney in favor of person signing for Surety.]



**CERTIFICATE OF CONTRACTOR  
AND INDEMNITY AGREEMENT**

\_\_\_\_\_ , certifies that  
he is the <sup>1</sup> \_\_\_\_\_  
TITLE OR DESIGNATION  
of \_\_\_\_\_ , the Contractor in  
NAME OF CONTRACTOR  
a Contract dated \_\_\_\_\_ , \_\_\_\_\_ entered into between the Contractor  
and \_\_\_\_\_ the Owner, for the  
NAME OF OWNER  
construction of a rural telephone Project (hereinafter referred to as Project), and that he is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

Undersigned further says that all persons who have furnished labor in connection to the Project, represented by the Final Invoice dated \_\_\_\_\_, have been paid in full; that all manufactures, materialmen and subcontractors which furnished any materials or service, or both, for the said Project have been paid in full, that no lien has been filed against the Project and no person has any right to claim any lien against the Project.

Undersigned further says that if the Owner pays the Contractor the contract price for the said Project the Contractor will indemnify and hold harmless and does hereby undertake and agree to indemnify and hold harmless the Owner from any claim or lien arising out of the negligence or other fault of the Contractor in respect of the performance-of the contract which may have been or may be filed against the Owner.

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
1. President, Vice-President, Partner or Owner, or if signed by other than one of the foregoing, Power of Attorney signed by one of the foregoing should be attached. Indicate applicable designation.

**ATTACHMENT A  
UNIT SPECIFICATIONS**

Section BFO - BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
BFO12RI	111,515			0.00	0.00
BFO24RI	149,466			0.00	0.00
BFO48RI	31,245			0.00	0.00
BFO96RI	31,183			0.00	0.00
BFO96RIE	3,641			0.00	0.00
BFO288RI	5,283			0.00	0.00
BFO288RIE	1,365			0.00	0.00
BFOV(1X0.75)W	212			0.00	0.00
BFOV(1X1.25)H	726			0.00	0.00
BFOV(1X1.25)W	201,841			0.00	0.00
BFOV(2X0.75)W	288			0.00	0.00
BFOV(2X1.25)W	69			0.00	0.00
BFOV(4X1.25)W	200			0.00	0.00

Notes:

1. The Owner will supply all fiber cable and conduit.
2. The contractor will supply all conduit joints, warning tape, cable tags and required miscellenous materials.
  1. All cable will be placed in conduit, warning tape will be placed 18" above the conduit
  2. The depth of buried conduit in soil measured from the top of the cable to the surface of the ground is a minimum of 36"; or the minimum depth required by permitting entities/agencies.
4. The Owner will supply all ribbon fiber cable required for the BFO units.
  - Ribbon fiber is Superior Essex Dri-Lite single mode fiber.
  - Ribbon fiber meets ITU-T G.652.D (Low Water Peak) with attenuation values not to exceed .35DB/KM loss.
  - Ribbon fiber cable is steel armor with medium density outer jacket includes dry blocking agent.
  - Ribbon fiber cable is 12 fiber ribbon FO12 - FO96 and 24 ribbon fiber for FO288.
  - Ribbon fiber includes metallic strength members.
5. The Owner will supply all conduit required for the placement of the BFOV(X x 1.25) and BFOV(X x 0.75)units.
  - All duct is orange in color and is SDR11.
  - Observe Blue Stripe duct where BFOV(2x1.25)W is required.
6. Directional tags will be installed on each fiber cable and ground lead.
7. All spare conduits entering handholes shall contain a pull rope and be sealed with tape.

Total, Section BFO	0.00
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Section BH - BURIED HANDHOLE ASSEMBLY UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
BHF(24"x36"x36")T	220			0.00	0.00
BHF(30"x48"x36")T	8			0.00	0.00

Notes:

1. See BHFT Drawings for Handhole Installation notes.
2. Owner will provide all Handholes, Warning Markers, Marker Balls, Ground Rods and Ground Rod Clamps.  
- Handhole is Oldcastle BULK HDPE Handhole
3. Contractor to provide all crushed rock, and other required miscellaneous materials.
4. All handhole units shall be surface mounted parallel to the road right of way and installed with a 6" crushed rock base and a 2" layer of crushed rock inside.
5. All ducts entering HH's will be brought in from under HH and extend 6 inches above crushed rock.

Total, Section BH 0.00

Section BM - MISCELLANEOUS ASSEMBLY UNITS  
BURIED PLANT AND SERVICE ENTRANCE INSTALLATIONS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
BM2(5/8)(8)	466			0.00	0.00
BM21 - C.O.	1			0.00	0.00
BM21 - Phillipstown Rmt.	1			0.00	0.00
BM53	371			0.00	0.00
BM60(1x0.75)	10,122			0.00	0.00
BM60(1x1.25)	73,689			0.00	0.00
BM60(1x1.25)R	3,262			0.00	0.00
BM60(2x0.75)	594			0.00	0.00
BM60(2x1.25)	12,687			0.00	0.00
BM60(3x0.75)	199			0.00	0.00
BM60(3x1.25)D	913			0.00	0.00
BM60(4x0.75)	84			0.00	0.00
BM60(4x1.25)D	139			0.00	0.00
BM60(5x0.75)	196			0.00	0.00
BM83	238			0.00	0.00
BMMB	439			0.00	0.00

Notes:

1. The Owner will provide all Ground Rods, Ground Rod Clamps, Marker Posts, Riser Canes and Marker Balls.
2. The Owner will supply all conduit required for the placement of the BM60 units.
  - All duct is orange in color and is SDR11.
  - Observe Blue Stripe duct where BM60(2x1.25)W is required.
3. See the attached BM21 - C.O and BM21 - Phillipstown Remote drawings for requirements at each site.
4. Contractor to provide conduit joints and other required miscellaneous materials.
5. The BMMB Marker Ball is placed under the lid of each handhole.
6. Contractor to provide a profile of each directional bore.
7. The equipment for the D operation shall consist of a unit capable of producing approximately 27,000 lbs. of thrust/pullback and capable of using a dirt or rail head type equipment. A minimum of two attempts must be made before moving to the "R" unit suffix.

An entire bore length will be paid as one unit and not a combination of dirt / "R" suffix / "RR" suffix units.

Total, Section BM 0.00

Section HBF - BURIED SPLICE CASE CLOSURE ASSEMBLY UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
HBFO(M)	207			0.00	0.00
HBFO(L)	9			0.00	0.00

Notes:

1. The Owner will provide all splice cases and splice trays required.
2. Contractor to provide coated #6 stranded and bare ground wire and all miscellaneous material required.
3. The Medium splice case is PLP Coyote: 6.5" x 22", 3 Part number 8006878, 4 grommets
4. The Large splice case is PLP Coyote: 9.5" x 19", Part number COYD919R-000, 4 grommets
5. For the HBFO(M); splice tray part number LGSTR216 is included.
6. For splice case COYD919R-000; splice tray part number LGSTR144 is included.
7. Cable diameters for splice case entry are no larger than 1" in diameter.
8. The maximum number of cables entering the HBFO(M) or HBFO(L) splice case is four (4).
9. The coated #6 stranded ground wire will be of a length sufficient to remain attached to the splice case when the fiber slack is fully uncoiled and will be installed for each cable entering the splice case. Each ground wire will be securely attached to the corresponding fiber cable.

Total, Section BH 0.00

Section HO - FIBER OPTIC SPLICING ASSEMBLY UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
HO1	238			0.00	0.00
HO12R	2,340			0.00	0.00
HO1P	238			0.00	0.00

Notes:

1. Contractor to provide all miscellaneous material required to complete the HO12R, HO1 and HO1P units.
2. HO1 consists of all labor and material necessary to clean, splice and test one fiber terminated in a splice case, Central Office or Remote.
3. HO12R consists of all labor and material necessary to clean, splice and test a 12 fiber ribbon terminated in a splice case, Central Office or Remote.
3. HO1P consists of all labor and material necessary to clean, splice and test one (1) SC/APC connector with 1 meter pigtail and place in the SC/APC connector block inside the ONT at the customer premise.
4. Splice loss requirements are as follows:
  - Individual splice loss for single fiber splices will be no greater than .05 db at 1310/1550 nm
  - Individual splice loss for ribbon fiber splices will be no greater than .20 db at 1310/1550 nm.
5. A 1-way fiber trace conducted on all ring, feeder or distribution fibers from the central office ore remote is required. The one-way fiber optic trace will be conducted with the following requirements:
  - The signature trace will be saved in the BellCore Standard (.sor) format.
  - The signature trace will have a pulsewidth of no longer than 100ns.
  - The acquisition time of the signature trace will be 15 seconds.
  - The signature trace will be conducted at the 1310 & 1550 nm wavelengths.

A digital copy of the fiber signature traces will be provided to the Engineer for review of splice loss. A new fiber trace will be required if a fiber is respliced to correct an event which does not meet the requirements of Note 2.
6. A launch reel with a minimum size of 100 meters will be utilized for the one way fiber trace.
7. Attenuation results not consistent with standard cable losses throughout the 1310nm to 1550nm wavelengths will be evaluated by the Engineer. Correction of events will be at the discretion of the Engineer and will be considered as part of the splicing operation.
8. Prior to testing, all bulkhead ports will be cleaned with appropriate fiber optic cleaning solution. Consult Engineer prior to testing for use of approved cleaning solution.
9. All test results will be turned in and approved by Finley Engineering before line will be acceptec and released to Crossville Communications.

Total, Section BH 0.00

Section ONT - OPTICAL NETWORK TERMINAL ASSEMBLY UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
ONT	238			0.00	0.00

Notes:

1. The Owner will supply the ONT shell, Ground Rod, Ground Rod Clamp, Riser Cane (BM83).
2. Contractor to supply, the #6 AWG insulated flexible grounding harness, plastic ground warning tags, ruggedized pigtail with SC/UPC Connector (use Clearfield Pigtail Part #PEA-001-CZB-ZZB-09 001M), coated #6 ground wire and misc. installation materials as required.
3. The ONT units shall also include the installation of a plastic warning tag at all points where ground wires are connected to power grounds, or any other grounding facility.
4. Power ground connections will be made above ground.
5. Terminate the strength members of the 2-fiber drop in the ONT enclosure per manufacturer installation guidelines.  
Terminate the 18 AWG drop trace wire per manufacturer guidelines.
6. Following RUS Bulletin 1753F-153, RUS Form 515d, proposed final draft Revision #2 August 30,2010, contractor to mount ONT shell next to existing copper NID.  
Contractor to bond both NID and ONT together using a grounding harness comprised of a #6 AWG insulated flexible harness of adequate length with a drip loop.

Total, Section BH

0.00



Section SEBO - BURIED FILLED FIBER OPTIC DROP CABLE ASSEMBLY UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
SEBO2	88,331			0.00	0.00
SEBO2(36)	2,406			0.00	0.00

Notes:

1. The Owner will supply all 2-fiber drop cable required for the SEBO units.
2. All drop cable will be direct buried, unless as noted for placement in conduit.
3. The depth of buried fiber in soil measured from the top of the cable to the surface of the ground is a minimum of 18"; or the minimum depth required by permitting entities/agencies.
4. The Owner supplied drop fiber is as follows:
  - Drop fiber is Superior Essex flat drop with 18 AGW trace wire.
  - Drop fiber is single mode fiber with attenuation values not to exceed .35DB/KM loss.
  - Drop fiber meets ITU-T G.652.D (Low Water Peak) standard.
  - Drop fiber includes dry blocking agent.
  - Drop fiber includes non-metallic strength members.

Total, Section BFO 0.00

Section W - REARRANGEMENT UNITS

Unit Designation	No. Of Units	Unit Price			Extended Price Labor&Materials
		Labor	Materials	Labor&Materials	
WBHF	31			0.00	0.00
WHBFO(M)	3			0.00	0.00

Notes:

- 1) The WBHF rearrangement unit includes necessary labor and material for entry to the existing handhole; also included are labor and material required to prepare the handhole for addition of new fiber cables.
- 2) The WHBFO(M) rearrangement unit includes necessary labor and material for entry to an existing splice case; also included are labor and material required to prepare the splice case for the addition of new fiber cables.

Total, Section W 0.00

PROPOSAL SUMMARY

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Section A . . . . .	_____
Section BA . . . . .	_____
Section BD . . . . .	_____
Section BDO . . . . .	_____
Section BDS . . . . .	_____
Section BFC . . . . .	_____
Section BFO . . . . .	_____
Section BH . . . . .	_____
Section BM . . . . .	_____
Section CFO . . . . .	_____
Section CO . . . . .	_____
Section CW . . . . .	_____
Section HA . . . . .	_____
Section HBF . . . . .	_____
Section HC . . . . .	_____
Section HO . . . . .	_____
Section HR . . . . .	_____
Section HU . . . . .	_____
Section NID . . . . .	_____
Section PE. . . . .	_____
Section PF . . . . .	_____
Section PM . . . . .	_____
Section R . . . . .	_____

PROPOSAL SUMMARY  
(continued)

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Section SE . . . . .	_____
Section UD . . . . .	_____
Section UF . . . . .	_____
Section UH . . . . .	_____
Section UM . . . . .	_____
Section UO . . . . .	_____
Section W . . . . .	_____
Section XX . . . . .	_____
Section XZ . . . . .	_____
	TOTAL
	_____

**ATTACHMENT B**  
**SPECIAL REQUIREMENTS AND GUIDE DRAWINGS**

## List of Special Assembly Unit Drawings and Special Guide Drawings

(Note: Engineer will indicate by listing below the special assembly unit drawings and special guide drawings which have been prepared. These drawings are a part of this contract.)

DRAWING	DATE	# of PAGES
<b>BHF(LxWxD)</b>	<b>01/06/2025</b>	<b>1</b>
<b>BM21 – Phillipstown Remote</b>	<b>01/06/2025</b>	<b>1</b>
<b>BM21 – Crossville C.O.</b>	<b>01/06/2025</b>	<b>1</b>

## List of Changes, Additions, and Deletions

*The bidder understands that the following changes, additions, or deletions have been made in the Contractor's Proposal, Description of Assembly Units, Construction Agreement, Engineering Details, Material and Installation Specifications, List of Construction Drawings, Assembly Unit Drawings and Guide Drawings, and the applicable Specification Packet(s) referred to hereof:*

### GENERAL

A Preconstruction Conference will be held before any construction will be permitted on this project.

The Contractor shall provide a Certificate of Insurance listing the Engineer as being additionally insured on the Contractor's policy. The policy shall meet the same requirements as specified for the Owner.

Three (3) copies of Subcontract Form will be completed and executed, and a Certificate of Insurance will be furnished to the Engineer before any Subcontractor will be permitted to perform any work under this contract. Insurance certificates are to list the Owner as being additionally insured on the Subcontractor's policy. In addition, an Insurance certificate also required listing the Engineer as being additionally insured on the Subcontractor's policy. A separate form will be completed for each Subcontractor.

All major materials are to be furnished by the Owner. The contractor will be required to provide minor materials: screws/bolts/miscellaneous hardware, tape, duct/conduit sealant, fiber cleaning materials, connector/bulkhead cleaning materials, etc., along with providing pea gravel, dirt, seed, erosion mats, and other landscaping materials. All fasteners shall be stainless steel or other industry typical fasteners for the application. All miscellaneous materials provided by the contractor shall be approved by the Owner before use in the field.

The Owner shall provide all materials from the Owner's material yard as is. The Contractor shall visually inspect the materials before accepting any item. Upon acceptance of the material from the Owner, the Contractor assumes all responsibility for replacement of the material due to damage, lost, or stolen materials at Contractor's expense. The Owner will take care of replacing any uninstalled material due to a manufacturing defect. The Contractor is then responsible for transport of the materials to their yard, providing security, and warehouse management.

The Owner, Engineer, and Contractor shall determine the degree of inspection and measurements necessary to make a judgment of cable suitability. The Owner will provide the manufacturer's test data on all fiber optic cable provided to the Contractor. This judgment should be based on experience, current

circumstances, and the results of the inspection and any measurements on the cable and wire. The following inspection guidelines are suggested:

- a. Make sure that cable and wire are identified properly on the reel identification labels. Does it contain the proper shield, number of pairs, gauge size, number of fibers, etc. Bi-metallic shields can be detected by using a magnet.
- b. Note any physical damage to the cable and wire. Pay special attention to cables and wires with damaged or weakened reels.
- c. End caps should be secured in place on both ends of the cable and wire. Also, the reel wrap, when present, shall be retained on the reel until the cable and wire are ready to be placed.
- d. Compare sequential markings with labels on reels and double check footages. Measure sequentials on a spot check basis to assure correct tolerances. Note quality and clarity of sequentials.
- e. Filled cable and wire shall be carefully checked for the presence of filling compound at the ends.
- f. Check for uniform jacket thickness and tightness of the jacket. Note any buckling of the jacket which would indicate potential problems with the shield.
- g. As the circumstances warrant, make electrical and/or optical measurements on a sample lot of cable to determine that the cable meets the appropriate ITU GPON specification for fiber optic cable. The physical inspection of the cable and history should be used as a guide to determine (a) if any electrical or optical measurements are warranted; or (b) what degree of electrical or optical measurements are warranted. The contractor shall be responsible for any cable damaged, lost, or stolen in the field by the Contractor's crews, their subcontractors, or the public. The Owner will take care of replacing any uninstalled material due to a manufacturing defect. In the case of nonconformance of a minor nature not affecting performance of the cable, the Contractor and Owner may negotiate a basis for the use of these nonconforming cables. In such cases, the specific characteristic being waived shall be noted in writing.

It shall be the Contractor's responsibility to be familiar with, and perform all construction activities in accordance with local, state, and federal safety requirements.

In general, fiber cables to be:

Buried Mainline: PE-90 single jacket, single armor, center tube ribbon fiber.

Buried drops: Flat, unshielded with (2) strength members, 2 fibers.

All restoration work must be completed as soon as possible. In no instance shall rough restoration be more than 1 day behind construction. All holes must be securely barricaded when not attended.

Any damage to the fiber optic cable caused by the Contractor's forces during construction, or due to material defect, will be repaired at the Contractor's expense by replacing the damaged section with identical cable and by splicing the cable.

The goal of this project will be to construct splice, test, and turn over the project by first completing the Phillipstown Remote serving area and then completing the C.O. serving area.

**CHANGES TO STANDARD RUS UNIT SPECIFICATIONS**

1. Add and /or modify the following to Section BA:

**N/A**

2. Add and/or modify the following to Section BDO:

**N/A**

3. Make the following modifications to the BFO Section:

**N/A**

4. Add and/or modify the following clarification to the Section BHF:

All HHs used on this project will be traffic rated HDPE HHs with a single lid.

5. Add and/or modify the following in Section BM:

**N/A**

6. Add and/or modify the following in Section HBF:

This unit consists of all labor and miscellaneous materials to install a Coyote splice case. Splicer to provide fiber sleeves.

**HBFO(M)** FOSC B case. Generally, for 96 to 144 fiber cable plus 16 drops.

**HBFO(L)** FOSC D case. Generally, for any cable 288 fiber and larger plus 16 drops.

7. Add and/or modify the following in section HO:

**N/A**



8. Add and/or modify the following in Section NID:

N/A

9. Add and/or modify the following to Section SE:

N/A

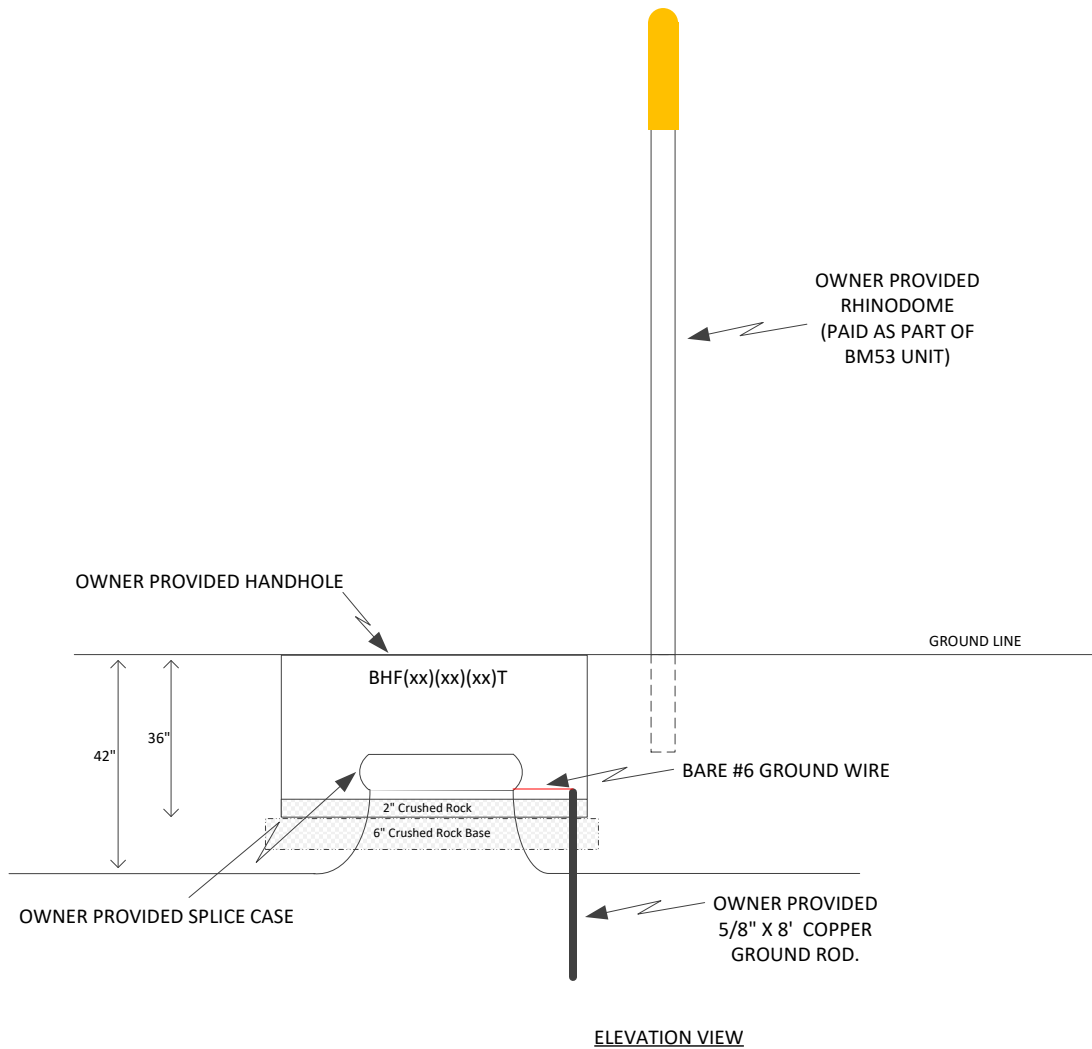
#### **MISCELLANEOUS CONSIDERATIONS**

##### Personnel and Equipment Roster Requirement

The contractor will be required to submit a roster of personnel and equipment at the start of the project. The list will be updated for significant changes in equipment or personnel during construction.

##### Invoicing & Progress Report Requirements

The contractor shall provide a monthly invoice based on the Unit Totals as-built to date provided by the Engineer. All invoicing will be accumulative based on units placed to date less dollars previously invoiced. 5% retainage will be withheld until completion of a PON, clean-up has been completed, fiber testing and acceptance has been accepted and Crossville Communications has taken Possession and Control of the facilities.



ELEVATION VIEW

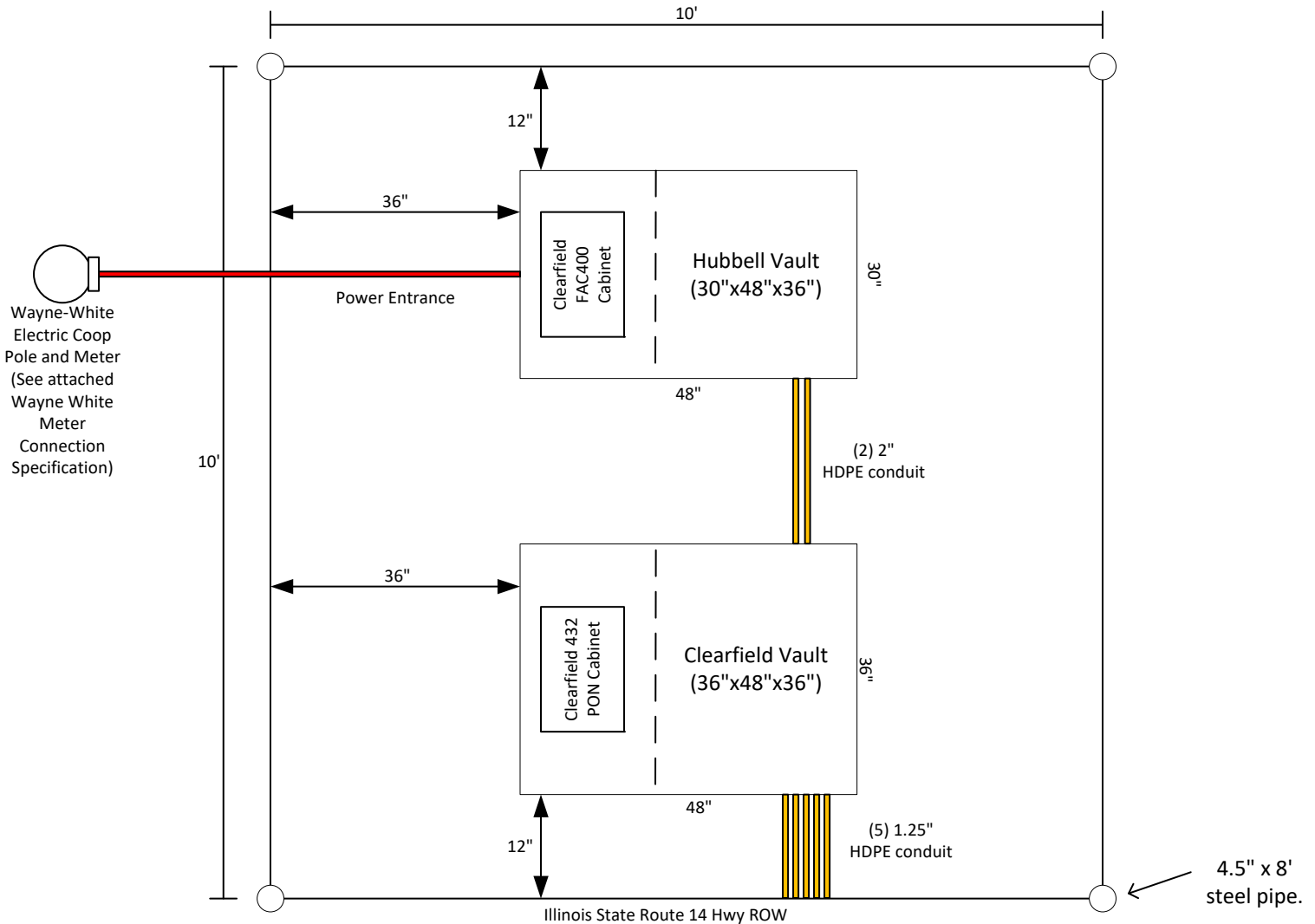
**NOTES:**

1. PLACE APPROXIMATELY 6" OF CRUSHED ROCK IN THE BOTTOM OF THE HANDHOLE PIT TO FORM A SOLID BASE FOR THE HANDHOLE.
2. PLACE 2" OF CRUSHED ROCK IN THE BOTTOM OF THE HANDHOLE AFTER CABLES HAVE BEEN INSTALLED.
3. SEAL CONDUIT AFTER CABLE PLACEMENT.
4. PLACE LONG SIDE OF HANDHOLE PARALLEL AND ADJACENT TO THE ROAD OR HIGHWAY RIGHT OF WAY LINE.
6. PLACE DIRECTIONAL MARKER TAGS ON THE GROUND WIRE ENDS IN THE HANDHOLE AND ON THE FIBER CABLES.

ITEM	MATERIALS	REQ'D	ITEM	MATERIALS	REQ'D
BHF	OPEN BOTTOM HANDHOLE 24" x 36" x 36" or 30" x 48" x 36"	1	-	CRUSHED ROCK	AS REQ'D
BM53	RHINODOME MARKER POST	1	-	STRANDED COATED #6 GROUND WIRE	AS REQ'D
BM2	5/8" X 8' COPPER GROUND ROD & GROUND ROD CLAMP	1	-	BARE #6 GROUND WIRE	AS REQ'D
<b>RURAL TELEPHONE CONSTRUCTION PRACTICES BHF(XX-XX-XX)T HANDHOLE ASSEMBLY UNIT</b>					
				SCALE: NTS	September 2024
				BY: FEC	BHF(XX)(XX)(XX)T

# Crossville Phillipstown Remote Site Plan (1-6-2025)

## Plan View



### General Notes:

1. The Phillipstown Remote Site Work includes labor and material for all groundwork, installation of conduits, ground rods, FAC400 cabinet and 432 PON Cabinet. Items paid separately will be placement of the distribution fiber cable in conduits and fiber splicing.

### Crossville Telephone:

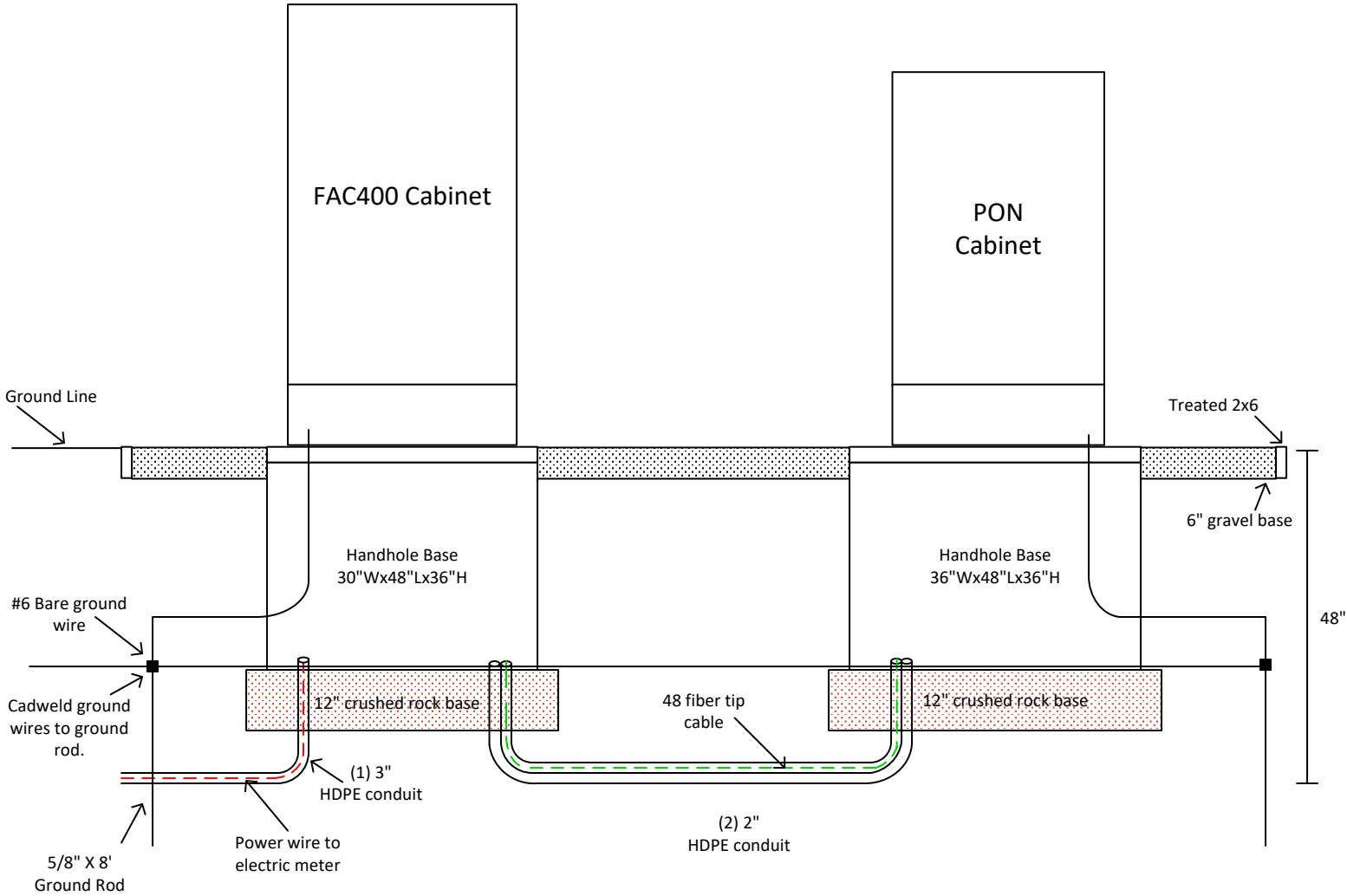
1. Crossville will provide the Clearfield FAC400 and vault, Clearfield 432 PON Cabinet and vault, 48 fiber tip cable between the FAC400 and 432 PON cabinet.
2. All other materials supplied by Contractor.

### OSP Contractor:

1. Complete all ground work as noted in the Plan and Elevation views.
2. Excavation required for the FAC400 and 432 PON cabinet and 12" rock base will leave as much undisturbed earth as possible.
3. Excavation for placement of the conduit for power cable, fiber tip cable and fiber distribution cable will be in as narrow a trench as possible.
4. Set the Clearfield FAC400 cabinet, riser and vault per manufacturers guidelines; including a 4"x8"x16" concrete block under each corner of the vault.
5. Set the Clearfield 432 PON Cabinet, riser and vault per manufacturers guidelines. including a 4"x8"x16" concrete block under each corner of the vault.
6. Install the Power Entrance wire in a 3" conduit placed a minimum of 32" deep. See Wayne-White Electric Cooperative Meter Connection Specification.
7. Install 4.5" x 8' steel pipe in the corners of the 10' x 10' Remote site and fill with concrete.
8. The front (doors) of the FAC400 and PON cabinet will face into the remote site.
9. Place 2" ground rods 5/8" x 8' copper covered steel and cadweld #6 AWG bare copper wire at new grounds (as noted in Elevation view).
10. Install (2) – 2" HDPE conduits from the FAC400 cabinet to the 432 PON Cabinet as noted in the Plan View.
11. Install (5) 1.25" HDPE conduits from the edge of the remote site into the Clearfield 432 PON Cabinet Vault (as noted in the Elevation View)
12. Place and terminate the fiber tip cable according to Phillipstown Remote splicing plan.
13. Seal all ducts and cabinet entrances after cable and wire placement, including all spare ducts.
14. Place 6" of crushed gravel as shown in the diagram, place a 2"x6"x10' treated wood plank along each edge of the remote site.
15. Contractor is responsible for making all JULIE Locate Requests.

# Crossville Phillipstown Remote Site Plan (1-6-2025)

## Elevation View



### General Notes:

1. The Phillipstown Remote Site Work includes labor and material for all groundwork, installation of conduits, ground rods, FAC400 cabinet and 432 PON Cabinet. Items paid separately will be placement of the distribution fiber cable in conduits and fiber splicing.

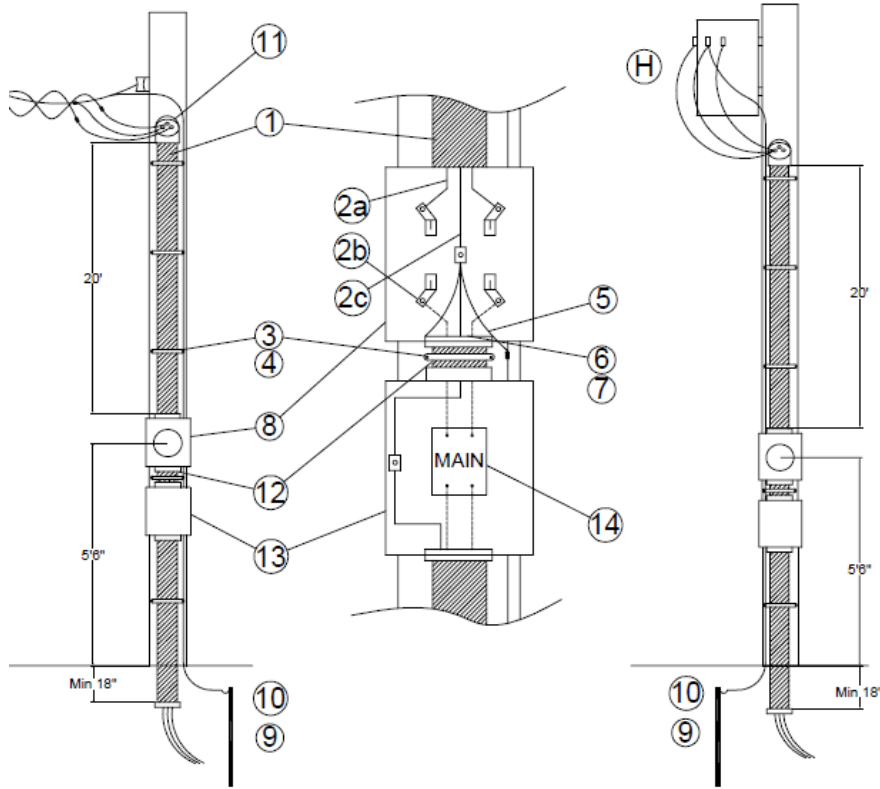
### Crossville Telephone:

1. Crossville will provide the Clearfield FAC400 and vault, Clearfield 432 PON Cabinet and vault, 48 fiber tip cable between the FAC400 and 432 PON cabinet.
2. All other materials supplied by Contractor.

### OSP Contractor:

1. Complete all ground work as noted in the Plan and Elevation views.
2. Excavation required for the FAC400 and 432 PON cabinet and 12" rock base will leave as much undisturbed earth as possible.
3. Excavation for placement of the conduit for power cable, fiber tip cable and fiber distribution cable will be in as narrow a trench as possible.
4. Set the Clearfield FAC400 cabinet, riser and vault per manufacturers guidelines; including a 4"x8"x16" concrete block under each corner of the vault.
5. Set the Clearfield 432 PON Cabinet, riser and vault per manufacturers guidelines. including a 4"x8"x16" concrete block under each corner of the vault.
6. Install the Power Entrance wire in a 3" conduit placed a minimum of 32" deep. See Wayne-White Electric Cooperative Meter Connection Specification.
7. Install 4.5" x 8' steel pipe in the corners of the 10' x 10' Remote site and fill with concrete.
8. The front (doors) of the FAC400 and PON cabinet will face into the remote site.
9. Place (2) ground rods 5/8" x 8' copper covered steel and cadweld #6 AWG bare copper wire at new grounds (as noted in Elevation view).
10. Install (2) – 2" HDPE conduits from the FAC400 cabinet to the 432 PON Cabinet as noted in the Plan View.
11. Install (5) 1.25" HDPE conduits from the edge of the remote site into the Clearfield 432 PON Cabinet Vault (as noted in the Elevation View)
12. Place and terminate the fiber tip cable according to Phillipstown Remote splicing plan.
13. Seal all ducts and cabinet entrances after cable and wire placement, including all spare ducts.
14. Place 6" of crushed gravel as shown in the diagram, place a 2"x6"x10' treated wood plank along each edge of the remote site.
15. Contractor is responsible for making all JULIE Locate Requests.

# Wayne-White Electric Cooperative 3-Wire Loop Spec. (OH-UG)



REF NO	DESCRIPTION	QTY	100A	200A	400A
1	Conduit, Rigid galvanized aluminum or steel	20'	1-1/2"	2"	3"
2a	Conductor, Line Side in conduit, See H note for added tail length	60' plus tails	#2 copper #1 aluminum	3/0 copper 4/0 aluminum	350 MCM
2b	Conductor, Load Side	As Req'd	#2 copper #1 aluminum	3/0 copper 4/0 aluminum	350 MCM
2c	Conductor, Neutral	As Req'd	#4 copper #3 aluminum	1/0 copper 2/0 aluminum	3/0 copper 4/0 aluminum
3	Conduit Strap	5	1-1/2"	2"	3"
4	Lag Screw	10	As Required		
5	Ground Conductor	As Req'd	#6SD	#6SD	#6SD
6	Bushing, bonding type	3	As Req'd	As Req'd	As Req'd
7	Galvanized locknut	3	As Req'd	As Req'd	As Req'd
8	Meterbase	1	As Req'd		
9	Groundrod	1	Installed by Coop		
10	Ground rod clamp	1	Installed by Coop		
11	Weatherhead	1	1-1/2"	2"	3"
12	Conduit Nipple	1	As Req'd	As Req'd	As Req'd
13	Weatherproof Disconnect	1	As Req'd	As Req'd	As Req'd
14	Main Breaker or Fuse	1	As Req'd	As Req'd	As Req'd

## Notes:

- A. All work shall be done in accordance with the national, state, and local codes.
- B. All line-side, load-side, and neutral conductors must be identified.
- C. Line side includes conductors from the top connections on the meter socket up through the weatherhead to the connection to the cooperative's wire.
- D. Load side includes conductors from the bottom of the meter to the top of the main disconnect and extending from the bottom of the main disconnect to the service panel of the building.
- E. Neutral conductor extends continuously from the neutral lug of the main disconnect through the meter socket grounding lug up through the weatherhead.
- F. The neutral conductor should not be automatically reduced two sizes, if there are no 240-volt loads the neutral needs to

be the same size as the line conductor because it will carry the same current.

- G. The grounding lug of the meterbase should be connected to the cooperative installed pole ground with a #6 copper wire. Compression connections are preferred. All the metal bushings should be bonded to either the grounding lug in the meterbase or the grounding lug in the disconnect.
- H. Leave 3' on a meter pole, 8' on a transformer pole, of wire (tails) outside the weatherhead, so we can attach our wire.
- I. The main disconnect may be a circuit breaker, fused disconnect, or double-throw disconnect.
- J. If plastic electrical conduit is used, schedule 80 has to be used from the main disconnect to below final grade. From the meterbase to the weatherhead shall be rigid conduit.
- K. When using direct buried cable, an insulated bushing is required at the end of each conduit. Direct buried cable is not required if it is put completely in conduit.

- L. 4<sup>th</sup> wire must be connected to appliance ground lug in mobile home switchbox and neutral lug in outside disconnect. #8 for 100A, #6 for 200A – green or marked.

**M. \*\*\*"Combo box" meterbases are allowed.\*\***

Other:

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