



Connect Alabama

CONSTRUCTION SERVICES AGREEMENT

BETWEEN

Troy Cablevision, Inc. d/b/a C Spire

AND

Contractor Name

_____, 20____



CONTRACT NO. MMG120224_Construction Services_DRAFT

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ARTICLE I

NOTICE TO CONTRACTOR

1. DESCRIPTION OF WORK

1.01 The Work to be performed is described in the Contract Documents, as defined in Article II, Section 10 below.

2. FAMILIARITY WITH CONTRACT DOCUMENTS AND PROPOSED WORK

2.01 Contractor has the responsibility for examination of all Contract Documents, inspection of all Project sites, and familiarization with all conditions concerning the Work. Failure or neglect of Contractor to discharge this responsibility will not excuse nonperformance nor will such failure be the basis for an increase in the Contract Price or Contract Time.

2.02 Contractor has the responsibility to estimate the time and quantities of work required to complete the Work and to satisfy itself that the Contract Time and the Contract Price are sufficient for the Project. Failure or neglect of Contractor to discharge its responsibility will not excuse nonperformance nor will such failure be the basis for an increase in the Contract Time or Contract Price.

2.03 Each Contractor must hold a current Prime General Contractor License issued by the Alabama Licensing Board for General Contractors for the type of construction contemplated by the Contract Documents. In addition, Contractor must ensure that any Subcontractor engaged by Contractor to perform Work for the Project is properly licensed in the State of Alabama.

2.04 Upon acceptance by Company, Contractor will execute this Contract and agree to be bound by all terms and conditions of said Contract and the other Contract Documents attached hereto and fully incorporated by reference. Company shall not be bound by the Contract until Company executes same by an authorized representative.

2.05 No Work is to commence, and no invoices will be paid until Company is in receipt of a Certificate of Insurance covering all the requirements outlined in the Contract and the Contract Documents.

ARTICLE II

CONSTRUCTION SERVICES AGREEMENT CONTRACT NO. MMG120224_Construction Services_[DRAFT]

THIS CONSTRUCTION SERVICES AGREEMENT (this “Contract”) is made this ____ day of _____, 20__ (the “Effective Date”), by and between Troy Cablevision, Inc. d/b/a C Spire, an Alabama corporation with its principal place of business at 1006 South Brundidge Street, Troy, Alabama 36081 (hereinafter called the “Company”), and _____, a _____ corporation with its principal place of business in _____ (hereinafter called the “Contractor”). Company and Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Company is in need of certain construction services as set forth in its Request for Proposal for Network Construction Services – NTIA Connect Alabama, MMG120224_Construction Services, dated ____ of _____, 20__, attached hereto as **Exhibit “R”** (the “RFP”);

WHEREAS, pursuant to its Request for Proposal Contract Award Letter dated ____ of _____, 20__, attached hereto as **Exhibit “S”** (the “Contract Award Letter”), Company selected Contractor to perform certain construction services, with such selection being made pursuant to the Proposal submitted by Contractor to Company dated ____ of _____, 20__, attached hereto as **Exhibit “T”** (the “Contractor’s Proposal”); and

WHEREAS, the Parties hereto do desire to define, delineate and determine the terms of their agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

WITNESSETH :

1. THE CONTRACT

- 1.01 Contractor hereby agrees to perform all the Work described in this Contract and the Contract Documents defined in Section 10 below. Company agrees to pay Contractor the Contract Price for performance of the Work under this Contract and the Contract Documents. The Contract Price shall be _____, subject to additions and deletions as provided in this Contract and the Contract Documents. The Contract Price is determined in accordance with the Project Labor Estimate, attached hereto as **Exhibit “V”** and fully incorporated herein by reference. Further, the Contract Price as set forth herein is directly supported by the pricing terms set forth on Contractor’s Pricing Sheet included with its accepted Proposal. Therefore, it is understood and agreed by the Parties that the pricing terms set forth on Contractor’s Pricing Sheet included with its accepted Proposal are hereby fully incorporated with and into the Contract

Documents, and shall not be changed, amended, modified, or altered in any manner by Contractor during the Contract Time.

- 1.02 It is understood and agreed by the Parties hereto that “Contract Documents” shall mean and include this Contract and each of the documents enumerated in Section 10 below, as attached to this Contract and fully incorporated herein by reference thereto, said accumulation of documents constituting the entire agreement.
- 1.03 Contractor warrants, covenants and guarantees to Company that Contractor has carefully examined and studied the Contract Documents and any conditions at the site affecting the Work required by the Contract Documents and that Contractor is familiar with the uses and purposes for which the Contract Documents are intended. Contractor shall immediately notify Company of anything contained in the Contract Documents which appear to be errors, deficiencies, omissions, contradictions, or ambiguities in such Contract Documents. Contractor shall not be entitled to an increase in the Contract Time or the Contract Price due to any errors, deficiencies, omissions, contradictions or ambiguities in the Contract Documents which Contractor knew of or through reasonable examination and study could have discovered.

2. THE WORK

- 2.01 Contractor shall complete all of the Work specified in or reasonably inferable from the Contract Documents. Contractor shall perform the Work with competent personnel experienced in all tasks to which they are assigned. The Work shall be completed in a good and workmanlike manner, free from all defects and deficiencies, with promptness and diligence in accordance with Project schedule and to the complete satisfaction of the Company’s Representative.
- 2.02 All Work shall be done according to the terms and conditions of the Contract Documents.
- 2.03 Unless otherwise provided in the Contract Documents, Contractor shall, and/or shall require of its Subcontractors, if any to, secure and pay for all permits required for the Project and all governmental fees, licenses or inspections necessary for proper execution and completion of the Work. It shall be Company’s responsibility to secure all necessary rights-of-way or easements required for the performance of the Work. However, Contractor shall fully investigate the status of all rights-of-way and easements at the time it submits its Proposal and include in its proposed Contract Price all costs required to accommodate the current status of said rights-of-way and easement at the time of its Proposal.

3. LABOR, MATERIALS AND SUPPLIES

- 3.01 Company will furnish the materials noted on the list of Company Furnished Bill of Materials attached hereto as **Exhibit “C”**, based on final Project engineering (the “Bill of Materials”).
- 3.02 Contractor will provide all material and supplies except those which are specifically noted on the Bill of Materials. Company shall approve all Contractor furnished materials prior to installation. Any materials not meeting Company’s approval shall be replaced by Contractor at Contractor’s sole expense.
- 3.03 All Company furnished materials will be available to Contractor at a location or locations designated by Company in writing. Contractor shall furnish all labor and equipment to load, transport and off-load all Company furnished materials.
- 3.04 Any surplus Company furnished materials shall be returned to Company at the locations designated in writing by Company. Company shall decide if any surplus material is not useable, and Contractor shall dispose of it appropriately at no additional cost to Company.
- 3.05 Contractor shall furnish and pay for all labor, materials, supervision, tools, equipment, machinery, water, heat, utilities, fuel, transportation and other facilities and services required to perform the Work required by the Contract Documents.
- 3.06 Contractor shall supervise and direct the Work, using Contractor’s best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, and procedures and for coordinating all portions of the Work, unless the Contract Documents provide otherwise.
- 3.07 Contractor shall employ a competent superintendent and assistants who shall be present on the jobsite at all times work is being performed. The superintendent shall represent Contractor and communications given to the superintendent shall be as binding as if given to Contractor.
- 3.08 Contractor shall be liable for all taxes, duties, port dues, withholding taxes, charges, or other taxes, dues, or assessments of whatever nature related to the Work.
- 3.09 Contractor, and its Subcontractors, if any, shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148), and supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) as outlined in **Exhibit “O”** attached hereto.

4. RESPONSIBILITIES

- 4.01 All Work is to be done wholly at the risk of Contractor. Contractor shall take all precautions to prevent damage to private and public property, including, but not limited to, public utility company property and properties owned by municipalities.

Contractor will be fully responsible and liable for reimbursing property owners for any damages to their properties which are caused by or arise out of or in connection with any acts, omissions, or trespasses of Contractor in performing the Work.

- 4.02 Contractor hereby warrants, covenants and guarantees that it has investigated and fully understands the general and local conditions of the Project, including but not limited to, availability and quality of labor, availability of power, climate conditions and seasons, physical conditions, topography, ground surface conditions, subsurface conditions, the nature of surface and subsurface conditions to be encountered, equipment required for the Work, local laws, regulations, and customs, and all other matters which can in any way affect performance of the Work or the costs associated with such performance. Contractor further warrants and represents that it will not be entitled to any increase in the Contract Price or the Contract Time as a result of any such conditions actually encountered at the Project site during the course of construction.
- 4.03 Contractor shall comply with all applicable safety laws and regulations including, but not limited to, OSHA standards, railroad company standards, and state or local standards. Contractor shall be responsible for any violation by it or its employees, agents, or Subcontractors of such safety standards and shall immediately correct any condition which created such violation. Contractor shall further take all safety and other precautions necessary to protect persons and property from damage or injury arising out of the Work. In an emergency affecting the safety of persons or property, Contractor shall take all necessary and appropriate actions to prevent damage, injury, and loss.
- 4.04 Contractor shall make available medical services and/or first aid to Company's personnel while on the job. These services will be those provided by Contractor for its own personnel. The medical services and first aid referred to are those required by the United States Department of Labor, Safety and Health Regulations for Construction, Sub-part D, Paragraph 1926.50, and Occupational Safety and Health Administration, Sub-part K, Paragraph 1910-151.
- 4.05 Contractor warrants, covenants and guarantees to defend, indemnify, hold harmless, protect, and exonerate Company and its shareholders and each of their officers, directors, affiliates, subsidiaries, agents, employees and representatives (the "Indemnified Parties"), from any and all liability, claims, losses, suits, actions, demands, arbitrations, administrative proceedings, awards, judgments, expenses, attorneys fees and costs pertaining to economic loss or damages, labor disputes, nonperformance of obligations, personal injury, death, or property damage which arise from or are connected with any act or omission of Contractor or this Contract. The foregoing covenants and indemnity obligations shall apply to the fullest extent permitted by law, excepting only liability which is imposed exclusively because of Company's sole negligence. Contractor's liability insurance policies shall contain contractual insurance coverage (including but not limited to products liability and completed operations) so as to protect fully Company and the Indemnified Parties.

Provided, however, Contractor's indemnity obligations pursuant to this Section shall not be limited or otherwise restricted by any insurance coverage required by this Contract or secured for the Project.

- 4.06 Contractor shall be responsible for any and all traffic control required for the Project and shall implement any necessary traffic control devices or measures to ensure the safety of the traveling public.
- 4.07 Contractor shall be responsible for locating any and all underground lines of third parties which cross the current or proposed Company lines. Any list of foreign line crossings provided by Company is for informational purposes only and shall be considered to be incomplete. Company's failure to include a crossing will not relieve Contractor of responsibility for such crossing. Contractor will be responsible for hand digging for any crossings of pipelines, cables, or any other buried facilities. Contractor is responsible for notifying appropriate One-Call or Call-Before-You-Dig agencies before working in the vicinity of underground utilities. Contractor warrants, represents and agrees that it will not be entitled to an increase in Contract Time or Contract Price as a result of any underground lines or other subsurface conditions which were not reflected in the Contract Documents or otherwise not known to Company or Contractor.
- 4.08 Contractor shall be responsible for the proper care of all Company Furnished Materials while in its custody. Contractor shall issue written receipts for all such property and account to Company for all such property and account to Company for any damage to or loss of such property while in its custody and control.

5. EASEMENTS AND PERMITS

- 5.01 Company shall provide all necessary rights-of-way, easements and permits for railroad crossings, existing buried utility crossings, stream crossings, and road crossings needed for the performance of the Work, except as listed in **Exhibit "D"** hereto. Contractor shall secure all other construction, operational, work, and other permits necessary to complete the Work. Contractor shall abide by all rules, regulations, restrictions, and conditions listed in existing and future permits, licenses, and approvals at Contractor's expense. Contractor shall abide by the regulations and requirements of appropriate customs and governmental officials. Contractor hereby acknowledges that in pricing and submitting its Proposal, it has reviewed and considered all right-of-way agreements, easements, permits for railroad crossings, existing buried utility crossings, stream crossings and road crossings needed for the performance of the Work related to this Project and that it will not be entitled to an increase in the Contract Price or the Contract Time as a result of any such agreements, easements, permits or crossings.
- 5.02 Company shall have the right to require Contractor, without cost or liability to Company, to perform its Work at certain locations within the Project limits even if such performance would require additional mobilization or demobilization of labor,

equipment or materials. Company shall notify Contractor of any right-of-way or other property restrictions, whether regular or special, which Contractor shall observe. In the event Contractor fails to observe such restrictions, Contractor shall be obligated to pay any costs occasioned by failure to do so.

- 5.03 Contractor shall be liable for all claims for damages to crops, drain tile, fences, and other improvements within the right-of-way or an approved access route which arise out of or result from Contractor's performance of the Work.
- 5.04 Company shall have the right to settle all claims (including damages which could result in a claim) to be borne by Contractor, up to, but not to exceed, the amount of Five Hundred Dollars (\$500.00), to any one claimant. In addition, Company shall have the right to settle all such claims of more than Five Hundred Dollars (\$500.00), provided Contractor fails to appoint a representative to accompany Company to make the settlement, or that such representative fails to settle such claims within ten (10) days after written notice to do so is afforded by Company. When Company has settled any such claims, as herein provided, Company shall furnish Contractor with a written report thereon. The report shall state the location, type, nature and extent of the claim, and the amount charged to Contractor. If Contractor has any objections, the Project Manager, at their discretion, may adjust the charges. If Contractor does not make such objection within ten (10) days from receipt of said report, the amount charged to Contractor's account shall be final. Company shall be entitled to offset the amount of any such settlement against amounts otherwise due and owing Contractor.

6. SCHEDULE

- 6.01 Contractor shall start Work within 15 days of receipt of a written Notice to Proceed from Company and shall be completed with all Work required by the Contract Documents within the working days of stated on the Notice to Proceed (the "Contract Time"). The Contract Time may be extended pursuant to Section 13 of the General Terms Conditions only and for no other reasons.
- 6.02 Contractor acknowledges that Company will incur significant financial losses if the Work is not completed within the Contract Time and further acknowledges that the amount of such losses will be difficult to establish because of their indefinite and uncertain nature. Such losses will result from, among other causes, delay in receiving revenue, lost revenue, the loss customers, the failure to achieve business growth, lost business opportunities and reduced ability to serve the telecommunications needs of the customers and prospective customers. It is therefore agreed that Contractor will pay to Company, not as penalty but as a reasonable approximation of potential damages, the sum of One Thousand Dollars (\$1,000.00) per day for each day the Work remains uncompleted following the expiration of the Contract Time. It is agreed that such an amount is reasonable considering the damages which would likely result from failure to achieve timely completion.

7. PAYMENTS TO CONTRACTOR

- 7.01 Prior to commencement of the Work hereunder, Contractor shall obtain from Company information concerning the method to be used in classifying all costs incurred by Contractor in performing this contract. Contractor shall, during the entire construction period, keep an accurate record of costs in accordance with such classification and method, Company and its authorized representatives shall, at their discretion, have the right to audit Contractor's books during normal working hours. Company's right to audit shall continue for a period of three (3) years after receipt by Contractor of final payment or after termination of this Contract for whatever cause.
- 7.02 All amounts payable by Company to Contractor for Work properly performed in accordance with the Contract Documents and accepted by Company shall be paid net thirty (30) days from the receipt of an approved invoice by Company. Following the commencement of the Work hereunder, Contractor shall render the following:
- A. Upon approval by Company of Contractor's invoices for Work performed, Company shall pay Contractor the amount shown on each invoice less any amount necessary, in the judgment of Company, to correct defective Work or Work which does not conform to the Contract Documents. Ten percent (10%) of the invoice amount for each Project phase set forth above shall be held by Company as retainage until completion of the Project.
 - B. With each invoice submitted, Contractor shall also submit a Contractor's Affidavit in the form attached hereto as **Exhibit "F"** certifying that all amounts due and owing Subcontractors, suppliers, and laborers have been paid and that all claims of same have been satisfied.
 - C. Upon final acceptance of Work completed by Contractor and after (1) satisfactory evidence to Company that payment has been made of all claims and bills for labor, materials, equipment, services, and supplies incurred on or as a consequence of the Work done hereunder, and (2) payment has been made by Contractor of all claims for damages for which Contractor is responsible growing out of its performance of the Work hereunder which shall include, but not be limited to, all right-of-way damages for which Contractor is responsible, Contractor shall invoice Company for retainage, and all remaining sums due Contractor shall be paid by Company. The consent of the surety in regard to the required Performance Bond and Payment Bond must be obtained for the release of retainage and final payment to Contractor. It is understood that the sums to be paid under the provisions of this Section 7.02 shall be the entire consideration to be received by Contractor from Company for the Work performed hereunder and that said sums include all overhead, union fees, social security, old age

pension, unemployment compensation, taxes, overtime, insurance, profit, allowances for downtime due to equipment failure or bad weather conditions, and all other costs and expenses incurred by Contractor in the performance of the Work.

- 7.03 Approval of, and payment for, Extra Work shall be as stated in Article III, Section 11.0. Any request for payment for Extra Work which has been authorized in writing and approved by Company shall be invoiced on the forms attached hereto as **Exhibit “H,” Exhibit “I,” Exhibit “J,” or Exhibit “K”** based on the nature of the Extra Work performed and the payment method agreed upon.
- 7.04 Upon final completion of the Work by Contractor, Contractor shall submit to Company a copy of the final adjusted invoice from Contractor’s surety for such Performance Bond and Payment Bond. Upon approval by Company of this Invoice, Company shall reimburse Contractor for the actual cost of such Performance Bond and Payment Bond.

8. NOTICE

Any notice provided for in the Contract Documents shall be emailed to t-grantsupport@cspire.com or given by registered or certified U.S. mail, postage prepaid, return receipt requested, or by overnight mail as follows:

If to Contractor:

[Name]

[Address]

_____;

[Telephone Number and Email Address]

If to Company:

Troy Cablevision, Inc. d/b/a C Spire
ATTN: Jake Cowen, Sr. Vice President, Fiber Monetization
1006 South Brundidge St.
P.O. Box 1228
Troy, Alabama 36081
Phone Number: 334-770-3328; Email: jcowen@cspire.com

9. FEDERAL GRANT PROVISIONS

9.01 Compliance.

Company is the recipient of a Federal grant award, being NTIA Award No. 28-40-MM712, from the U.S. Department of Commerce (“DOC”), National Telecommunications and Information Agency (“NTIA”), under the Enabling

Middle Mile Broadband Infrastructure Grant Program Funding Opportunity Number NTIA-MMG-202, for its NTIA Connect Alabama Project.

Contractor agrees and acknowledges that it and all those with whom it subcontracts, shall, in performance of the Work under this Contract, fully comply with all applicable Federal, state, or local laws, rules and regulations, including, but not limited to, the Notice of Funding Opportunity (DOC, NTIA Notice of Funding Opportunity No. NTIA-MMG-2-2022, Middle Mile Grant Program, dated May 13, 2022) (the “NOFO”) and all other applicable Executive Orders, public policies, and guidelines governing Federal financial assistance awards and any Federal financial assistance project covered by this Contract (collectively, the “Authority”). As such, Contractor agrees that it shall comply, and it shall require and ensure that any and all subcontracts and Subcontractors shall also comply, with the Authority and the terms and conditions described in **Exhibit “O”** attached hereto and fully incorporated herein by reference.

9.02 Reporting.

Contractor, and its Subcontractors, if any, hereby acknowledge that Company, as a recipient of a Federal grant award, is required to report certain information to Federal agencies, including construction progress and workforce details. As such, Contractor agrees to provide Company with all information requested by Company so as to allow Company to meet any requirement under a Federal grant award, including, but not limited to, completing and returning the Monthly Subcontractor Report Form and Monthly Workforce Report Form, attached hereto as **Exhibits “P” and “Q,”** respectively, for both Contractor and all of its Subcontractors, if any. Both the Monthly Subcontractor Report Form and Monthly Workforce Report Form must be completed and emailed to tc-grantsupport@cspire.com in their entirety by the 5th calendar day of each month following the execution of this Contract.

9.03 Signage.

Company will supply signage to Contractor and said signage must be displayed in an easily visible location directly linked to the Work taking place and maintained in good condition throughout the Contract Time. One or more signs for each Project site will be provided. All signage must be satisfactory to both Company and NTIA and must clearly identify Company’s Connect Alabama Project while indicating that said Project is funded by the Infrastructure Investment and Jobs Act. An image of the required signage described in this Section 9.03 is provided in **Exhibit “U”** attached hereto.

10. CONTRACT DOCUMENTS

10.01 The Contract Documents, except for modifications issued after execution of this Contract, are enumerated as follows:

- A. This Contract.
- B. The General Terms and Conditions attached hereto as Article III and incorporated herein by reference in their entirety.
- C. The Special Conditions attached hereto as Article IV and incorporated herein by reference in their entirety.
- D. The Specifications attached hereto as **Exhibit “A”** and incorporated herein by reference in their entirety.
- E. The Drawings attached hereto as **Exhibit “B”** and incorporated herein by reference in their entirety.
- F. The Request for Proposal for Network Construction Services – NTIA Connect Alabama, MMG112224_Construction Services, dated ____ of _____, 20____, and attached hereto as **Exhibit “R”** and incorporated herein by reference in its entirety.
- G. The Request for Proposal Contract Award Letter, dated ____ of _____, 20____, and attached hereto as **Exhibit “S”** and incorporated herein by reference in its entirety.
- H. The Proposal submitted by Contractor to Company dated ____ of _____, 20____, and attached hereto as **Exhibit “T”** and incorporated herein by reference in its entirety.
- I. Other Contract Documents:
 - a. Company Furnished Bill of Materials, **Exhibit “C”** hereto.
 - b. List of Easements, Right-of-Ways, Permits and Crossings to be secured by Contractor, **Exhibit “D”** hereto.
 - c. Contractor’s Invoice, **Exhibit “E”** hereto.
 - d. Contractor’s Affidavit, **Exhibit “F”** hereto.
 - e. Contractor’s Change Order Form, **Exhibit “G”** hereto.
 - f. Contractor’s Invoice for Extra Work – Lump Sum, **Exhibit “H”** hereto.
 - g. Contractor’s Invoice for Extra Work – Time & Materials, **Exhibit “I”** hereto.
 - h. Contractor’s Invoice for Extra Work – Unit Price, **Exhibit “J”** hereto.
 - i. Proposal Schedule for Labor Rates for Extra Work and Work Orders, **Exhibit “K”** hereto.
 - j. Proposal Schedule for Equipment Rates for Extra Work and Work Orders, **Exhibit “L”** hereto.
 - k. Contractor’s I-9 Compliance Agreement, **Exhibit “M”** hereto.
 - l. Storm Water Prevention Plan, **Exhibit “N”** hereto.

- m. Federal Grant Provisions, **Exhibit “O”** hereto.
- n. Monthly Subcontractor Report Form, **Exhibit “P”** hereto.
- o. Monthly Workforce Report Form, **Exhibit “Q”** hereto.
- p. Project Labor Estimate, **Exhibit “V”** hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives on the date indicated opposite their signatures to be effective on the Effective Date.

TROY CABLEVISION, INC. d/b/a C SPIRE

By: _____
Jake Cowen, Sr. VP, Fiber Monetization
1006 S. Brundidge St.
Troy, AL 36081
Tc-grantsupport@cspire.com

Date: _____

Witness: _____
Jennifer D. Turner

(CONTRACTOR)

By: _____
[Insert Name], [Insert Title]
[Insert Address]
[Insert Email Address]

Date: _____

Witness: _____
[Insert Name]

ARTICLE III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS

For purposes of the Contract Documents, the following terms, phrases, words, and abbreviations shall have the following meanings:

- 1.01 “Chief Inspector” refers to the person designated by Company to supervise the Work on the Project site on a day-to-day basis.
- 1.02 “Company” refers to Troy Cablevision, Inc. d/b/a C Spire.
- 1.03 “Company Representative” refers to the Project Manager of Company, if any, acting within the authority conferred upon them in writing by the Sr. Vice President of Fiber Monetization, or if no such Company Representative has been named, the Sr. Vice President of Fiber Monetization.
- 1.04 “Contract Documents” shall mean and shall include this Contract and each of the documents enumerated in Article II, Section 10 above, as attached to this Contract and fully incorporated herein by reference thereto, said accumulation of documents constituting the entire agreement between the Parties.
- 1.05 “Contractor” refers to the party contracting with Company in the Contract Documents, acting directly or through agents, Subcontractors, or employees.
- 1.06 “Pay Period” refers to _____.
- 1.07 “Project” refers to the specific segment, unit, or portion of Company’s NTIA Connect Alabama Project that has been awarded to Contractor under this Contract as described and identified in the Contract Award Letter issued to Contractor in response to its Proposal.
- 1.08 “Project Manager” refers to the designated Company employee serving as the direct manager over the particular Project for which Contractor is performing the Work.
- 1.09 “Proof Conduits” refers to verifying extra Polyethylene Conduits in a manner as to the duct being complete and void of any obstruction.
- 1.10 “Sr. Vice President of Fiber Monetization” refers to the Sr. Vice President of Fiber Monetization of Company or their designated representative.
- 1.11 “Subcontractor” refers to the party contracting with Contractor for any part of the Work required by the Contract Documents.

- 1.12 “Work” refers to, for the specific Project under which Contractor was awarded this Contract, all services to be performed or things to be furnished by Contractor, or both services and things, as the context reasonably requires, including all supervision, labor, materials, supplies, tools, equipment, light, water, fuel, power, heat, transportation, or other facilities necessary for the discharge of all of Contractor’s obligations under the Contract Documents.

2.0 INTERPRETATION

- 2.01 The Contract Documents are complementary and what is called for by anyone shall be as binding as if called for by all.
- 2.02 Words having well-known technical or trade meanings shall be so construed. All listings of items shall not be taken to be exclusive but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.
- 2.03 Except where referenced standards or specifications published by a permitting authority or professional institute define a duty or responsibility of the permit holder, the Contract Documents shall take precedence.
- 2.04 All the time limits stated in the Contract Documents are of the essence.
- 2.05 Except as set forth to the contrary herein, any right or remedy of Company shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- 2.06 Except as specifically stated herein, nothing contained in this Contract or the Contract Documents shall be construed to establish or confer any benefits on any entity not a party to this Contract. There shall be no third party beneficiaries to this Contract.
- 2.07 In the event of any conflict between or among the Contract Documents, the documents shall be interpreted in the following order of precedence:
- A. The Construction Services Agreement;
 - B. These General Terms and Conditions;
 - C. The Special Conditions
 - D. The RFP;
 - E. The Contract Award Letter
 - F. The Proposal;
 - G. The Specifications;
 - H. The Drawings;
 - I. Remaining Exhibits other than the Specifications and Drawings.

In the event of any conflict among the Exhibits, the more specific requirements shall prevail over the less specific requirements contained in any Exhibit.

- 2.08 All questions relating to the Contract Documents, including contractual capacity, validity, performance, interpretation, payment under, or remedies for breach, shall be governed by Alabama law, except that Alabama choice of law principles shall not apply. Any and all claims or disputes arising out of or related to the Contract Documents shall be subject to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The locale for any arbitration between Company and Contractor shall be Troy, Alabama, unless Company designates another locale in order to facilitate joinder of parties and consolidation of claims. If so requested in writing by Company, Contractor agrees to join and/or consolidate any claims it has or may have in the same forum and the same proceeding in which claims and disputes between Company and other parties are filed.
- 2.09 Should Company through litigation, arbitration or other means seek enforcement of any of the provisions hereof or seek to protect its interest in any matter arising under the Contract Documents, or seek to collect damages for the breach of the Contract, or seek to prosecute or defend any suit resulting from the Contract, or seek to recover on the performance and payment bond given by Contractor under the Contract, Contractor and its surety, jointly and severally, agree to pay Company all costs, expenses and attorneys' fees incurred in the investigations, preparation and trial or hearing of such matters and otherwise reasonably related thereto.
- 2.10 All headings are for index and reference purposes only.
- 2.11 If any of the provisions of the Contract Documents shall contravene, or be invalid under, any applicable law of (a) the United States or (b) any of the United States, such contravention or invalidity shall not invalidate the entire Contract, but the Contract shall be construed as if not containing the particular provision held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 2.12 The terms of the Contract Documents shall bind the Parties for such time and to such extent as may be necessary to give effect to their respective rights and obligations under the Contract Documents.
- 2.13 Contractor agrees that any right, cause of action or remedy arising out of the warranties or any other undertakings assumed by or imposed upon Contractor under this Contract shall extend to any company affiliated with Company.

3.0 RELATION OF PARTIES

In the performance of the Work, Contractor shall at all times be an independent contractor, and the relationship of the Parties shall in no event be construed as constituting any other relationship. In

no event may Contractor represent Company or act in its name without Company's prior written approval.

4.0 COMPANY REPRESENTATIVES

- 4.01 Company, acting through its Sr. Vice President of Fiber Monetization or the Company Representative, has general administrative authority concerning all matters relating to the performance of the Contract Documents and the interpretation of the Contract Documents.
- 4.02 The Company Representative shall confirm their decisions in writing upon written request by Contractor.
- 4.03 The decisions of the Company Representative shall be final, except as otherwise provided herein.
- 4.04 Any question as to the interpretation of the Contract Documents to which the Company Representative and Contractor cannot agree shall be submitted to the Sr. Vice President of Fiber Monetization for final decision.

5.0 PLANS, SPECIFICATIONS AND DRAWINGS

- 5.01 Company shall furnish to Contractor, digital copies of the Specifications and Drawings for the Project. Contractor is responsible for providing copies of any documentation required to be present on the Project site.
- 5.02 If, in the opinion of Contractor, any Work shown on the Drawings or called for by these Contract Documents is insufficiently specified or specified in such a manner as to make it impossible to perform the Work in an efficient, timely, first-class manner, Contractor shall refer it to Company before proceeding with the Work. Contractor shall not be entitled to an extension of the Contract Time or an increase in the Contract Price as a result of any requirements Contractor contends are insufficiently specified or specified in such a manner as to prevent Contractor from performing the Work in an efficient, timely, first-class manner.
- 5.03 Contractor shall keep one (1) copy of all Plans, Specifications, and Drawings in good order and readily available to the Company Representative at the Project site. Authorized changes shall be promptly noted on this copy. The complete set of Drawings with all changes and deviations from the original drawings or dimensions and any incomplete dimensions noted shall be returned to the Company Representative on completion of job.
- 5.04 All Plans, Specifications, and Drawings and copies thereof furnished by Company are its property and are not to be used on other work, and with the exception of copies in the executed Contract, are to be returned to the Company Representative on request when Contractor has no further need for them to perform the Work.

6.0 INSPECTION

- 6.01. Contractor hereby agrees to a thorough inspection by the Company Representative of all the Work performed and materials furnished by Contractor under this Contract as the Work processes. All Work performed by Contractor and all materials furnished by Contractor hereunder shall be subject to the inspection of the Company Representative.
- 6.02 Contractor shall furnish to the Company Representative access at all times to the Work wherever it is in progress, and Contractor shall provide them every reasonable facility for the purpose of inspection. If at any time during the progress of the Work, Contractor's progress is inadequate to meet the requirements of the Contract, Company may so notify Contractor who shall thereupon take such measures as may be necessary to improve its progress. If within a reasonable period Contractor does not improve performance to meet the requirements of the Contract, Company may require an increase in Contractor's labor force, the number of shifts, and/or overtime operations, all without any additional payment by Company to Contractor, and Contractor shall promptly comply with such requirements. Neither such notice by Company nor Company's failure to issue such notice shall relieve Contractor of its obligations to achieve the quality of work and rate of progress required by the Contract.
- 6.03 The Company Representative shall not have the power to waive any of the provisions or requirements of the Contract Documents or any of the obligations of Contractor including, but not limited to, the furnishing by Contractor of good and suitable material and the performance of good work by Contractor as herein prescribed.
- 6.04 A copy of the Contract Documents shall be in the possession of Contractor's superintendents and foreman at all times while on the Project site.
- 6.05 Failure on the part of the Company Representative, or other authorized agents of Company, to discover defective work or materials furnished by Contractor and not in accordance with the Contract Document shall not be construed to imply acceptance of such Work or materials; also no payment for, nor partial or entire use or operation of Work by Company, shall be construed to be acceptance of any Work or material which are not strictly in accordance with the Contract Documents.
- 6.06 Contractor shall furnish samples as reasonably required.

7.0 WORK AND PAYMENT BY CONTRACTOR

- 7.01 Any actions necessary to complete the Work according to the Contract Documents or reasonably inferable therefrom, although not shown or described in the Plans,

Specifications, or Drawings, shall be performed by Contractor at no additional cost to Company.

- 7.02 Contractor shall provide all Work except to the extent expressly provided otherwise in the Contract Documents.
- 7.03 All Work of Contractor shall conform to the Contract Documents and to the reasonable satisfaction of the Sr. Vice President of Fiber Monetization or the Company Representative and be performed in a safe, expeditious, and orderly manner, and in accordance with highest standards of construction practices.
- 7.04 Contractor agrees to pay promptly all bills for Work and all obligations incurred in the performance of the Work.

8.0 PROTECTION AND USE OF WORK AND PROPERTY

- 8.01. Contractor shall ensure that the operation of its equipment, the storage of materials, and the operation of its workmen are within the restrictions imposed by law, permits, or the Company Representative.
- 8.02. Contractor shall at all time keep the Project site premises in a safe condition and free from accumulations of rubbish caused by its employees or the Work. At the completion of the Work, it shall remove all rubbish from and about the Project site and all its equipment, tools and surplus materials, and shall leave such premises in a satisfactory condition.
- 8.03. Contractor shall enforce the Company Representative's instructions regarding signs and advertisements.
- 8.04. Contractor shall comply and shall cause all of its Subcontractors and employees to comply with Company's rules and regulations on fire prevention and safety at its place of work.
- 8.05. Contractor shall continuously maintain adequate protection of all works fabricated or constructed by Contractor from damage and shall protect Company's property, and the property and persons others, from injury or loss arising in connection with performance of the Work. Contractor shall, until final acceptance of its Work, make good at its own expense any damage to such works from any source or cause whatever, except such as may be caused solely and directly by agents or employees of Company.
- 8.06. In an emergency arising out of, occurring in, or in connection with, the Work, and which affects the safety of the works fabricated or constructed by Contractor or of life or of adjoining property, Contractor is expected to act to prevent such threatened loss or injury. If time permits, Contractor should notify Company of such emergency and act when and as directed by the Company Representative.

9.0 SUPERINTENDENCE AND SUPERVISION OF EMPLOYEES

- 9.01 Contractor shall keep a competent superintendent, and any necessary assistants assigned to this Work on the Project site during its progress, all satisfactory to the Company Representative. The superintendent shall be the fully authorized agent of Contractor for the performance of the Work.
- 9.02 Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall employ on the Work only persons who are skilled in the work assigned to them and whose conduct does not endanger goodwill toward Company or property owners and residents of communities near the Work. Contractor shall remove or have removed from the Project site any employee, agent, servant, or Subcontractor who in the Company Representative's opinion does not satisfy the provisions of this Section.
- 9.03 Contractor shall comply with all applicable U.S. employment, discrimination, disability, occupational health and safety, immigration, and wage and hour laws and regulations. If Contractor is a non-U.S. citizen, it shall comply with all similar laws of its country that are applicable to the performance of the Work.

10.0 SHUTDOWN DUE TO STRIKE OR LABOR DISPUTE

Company shall not be liable to Contractor for any expenses or charges which Contractor might sustain or become liable for on account of Work being suspended because of a strike, boycott, picketing, or labor dispute whether involving Company or a third party. Any such Work suspension shall not excuse a delay in Contractor's performance of the Work, and Contractor's obligation to perform the Work as required by the Contract Documents shall remain.

11.0 MINOR CHANGES AND CHANGE ORDERS

- 11.01 Company reserves the right to make minor changes in the Work, at no additional cost to Company, which do not materially affect the fundamental Scope of Work shown by the Contract Documents. All such Work shall be subject to the terms and conditions of the Contract Documents.
- 11.02 Company may order Contractor to perform Extra Work (herein defined as work which is not specifically required by or reasonably inferable from the Contract Documents) or Contractor may request to perform Extra Work, as described herein. Any Extra Work shall be submitted to the Project Manager or Sr. Vice President of Fiber Monetization on a Contractor's Change Order Form, in the same form as Exhibit "G" attached hereto. Each Contractor's Change Order Form must be approved and authorized by the respective Project Manager or Sr. Vice President of Fiber Monetization prior to commencement of any Extra Work. Further, the payment for such authorized Extra Work shall be determined in accordance with the terms and conditions of the approved and authorized Change Order.

11.04 Contractor shall not be entitled to any increase in the Contract Time or the Contract Price due to alleged Extra Work unless it is approved in writing by the Company Representative prior to the performance of such work.

12.0 COMPANY'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

12.01 Company reserves the right to suspend at any time and for any length of time or to terminate any part or all of the Work to be done hereunder for any reason or for no reason at any time.

12.02 Such suspension or termination shall be made without prejudice to the claims of either Company or Contractor related to any antecedent breach of the terms of the Contract Documents.

12.03 During the period of such suspension, Company shall at its option (a) require Contractor's standby and shall pay Contractor's standby costs as set forth in its Proposal, or (b) decline to pay Contractor's standby costs and pay Contractor's mobilization and demobilization costs as set forth in its Proposal when the Work resumes. If Company exercises the option to pay Contractor's standby costs, Contractor shall remain at a location designated by the Company Representative and shall be available to resume Work immediately upon notice from the Company Representative. If Company exercises its option to allow Contractor to leave the Project site and to pay Contractor additional mobilization and demobilization costs, Contractor shall be available to resume Work within ten (10) days' written notice from Company or the Company Representative that the suspension has ended, and the Work will resume.

12.04 If any of the Work is terminated by Company, or omitted by Company, Company shall pay Contractor the unit price for all Work completed according to the terms of the Contract Documents. Such payment shall represent full and final payment for all Work completed, and there shall be no other payment for the partial or total cancellation of this Contract. Company shall withhold from such payment any and all amounts owed Company by Contractor. Contractor shall not be entitled to any compensation for uncompleted Work and shall not be entitled to any payment for profit or overhead on Work not performed.

13.0 FORCE MAJEURE

13.01 The term "Force Majeure" as employed herein shall mean acts of the public enemy, wars, blockades, acts of God, insurrections, riots, civil disturbances, or any other cause not within the control of the Party affected thereby and which that Party is unable to overcome in the exercise of reasonable diligence. Force Majeure shall not include nonperformance, financial distress or strikes or labor disputes of Contractor's personnel or Subcontractors.

- 13.02 If either Company or Contractor is rendered unable by Force Majeure to comply with its obligations under the Contract Documents, such Party shall give notice to the other of such Force Majeure event in writing within five (5) days after becoming aware of the occurrence of the Force Majeure event relied on. Upon giving such notice, the obligations of the affected Party shall be suspended as long as the Force Majeure shall prevent it from performing its obligations. The affected Party shall give notice to the other Party of the ending of the Force Majeure event within five (5) days after becoming aware thereof.
- 13.03 Provided notice is given as described above, neither Party shall be liable for delays, disruptions or interferences caused by Force Majeure events nor for expenses or costs associated with Force Majeure events, including but not limited to, standby costs and mobilization and demobilization costs.

14.0 COMPANY'S RIGHTS IN EVENT OF NONPERFORMANCE

- 14.01 If Contractor should fail to do the Work so as to insure its completion to Company's satisfaction by the expiration of the Contract Time as described in the Contract Documents, or fail to do the Work in conformity with the Contract Documents, or otherwise violate any provision of the Contract Documents, Company may, in addition to other legal rights or remedies available to it, exercise one or more of the following rights or remedies:
- A. As necessary to meet the agreed completion date, require that Contractor take measures to accelerate the Work, either during or in addition to the regular hours of Work, all with no additional compensation.
 - B. Correct the deficiencies if, after giving Contractor seven (7) days' written notice, the deficiencies complained of are not corrected to the satisfaction of the Sr. Vice President of Fiber Monetization. The costs of such correction, including additional managerial and administrative expenses incurred by Company, shall be borne by Contractor.
 - C. Make an equitable deduction from the Contract Price if, after giving Contractor seven (7) days' written notice, the deficiencies complained of are not corrected to the satisfaction of the Sr. Vice President of Fiber Monetization and the Sr. Vice President of Fiber Monetization determines not to correct the deficiencies.
 - D. Terminate the Work if, after giving Contractor seven (7) days' written notice, the deficiencies complained of are not corrected to the satisfaction of the Sr. Vice President of Fiber Monetization. In such case, Contractor shall not be entitled to any further payment until deficiencies are corrected. The costs thereof, including additional managerial and administrative expenses incurred by Company, shall be borne by Contractor.

- 14.02 In the event of such failure or violation, Contractor's responsibility to Company shall also extend to all damage resulting therefrom and to the physical property of Company or of others.
- 14.03 Contractor, if so directed by the Company Representative, shall segregate and promptly remove from the premises and vicinity any works failing to conform to this Contract and the requirements of the Contract Documents. If Contractor does not remove such works within a reasonable time fixed by written notice, Company may remove such works. If Contractor does not pay the expenses of removal within ten (10) days' time thereafter, Company may upon ten (10) days' written notice, sell such works at auction or at private sale and shall account for the net proceeds thereof, after deducting all expenses of removal and sale.

15.0 MOVES-AROUND

Notwithstanding anything herein contained, if Contractor is forced to cease all or a portion of its operations due to lack of right-of-way or easement, by reason of injunction against Company or other legal obstacles, or delay in Company furnished material deliveries, Company may from time to time require Contractor to move from one location on the Project to another location on the Project identified by Company. At Company's request, Contractor shall move from the portion of the Project upon which it was previously engaged to another point on the Project covered by the Contract Documents and designated by Company. Contractor shall at a later date complete any Work moved away from, when requested to do so by Company, such Work to be done at Contractor's expense or at the applicable unit price if so stated in the Contract. Contractor shall not be entitled to an increase in the Contract Time or the Contract Price as a result of any such moves directed by Company, all such claims being specifically waived and released by Contractor.

16.0 WARRANTY

Contractor warrants to Company that the Work shall be free from all defects until the earlier of (a) the first day after the expiration of one (1) year following the commencement of the operation of the communications system constructed hereunder, or (b) the first day after the expiration of eighteen (18) months after Company's final acceptance of said communications system. Company shall, within said warranty period, notify Contractor in writing of any defects in the workmanship and material supplied hereunder by Contractor or in any materials furnished by Company for which Contractor has assumed responsibility by accepting the materials. Provided proper notice is received as required herein, Contractor, at its cost, shall promptly correct the defect or cause the same to be corrected. Nothing contained herein shall be construed to limit or otherwise restrict Company's rights pursuant to any applicable statute of limitations.

17.0 INVOICING INSTRUCTIONS

17.01 This section intentionally left blank.

18.0 PARTIAL AND FINAL PAYMENTS

- 18.01 Company will make partial or final payments to Contractor as the Work progresses or upon completion, as the case may be, subject to Company's rights to withhold under Section 19.0 and subject to the exercise by the surety company on any Performance Bond of such assignments rights as it may have thereunder, in the following manner:
- A. Contractor shall, not later than ten (10) days after the close of the Pay Period, submit to the Company Representative an invoice covering the estimated amount of the Work completed. All Contractor claims for Extra Work under an approved Change Order shall be made on the first invoice submitted for the Pay Period during which the Extra Work was completed. Company will disallow all claims for Extra Work not invoiced within this time frame.
 - B. Thirty (30) net days after such submission of approved invoice, Company shall pay Contractor an amount equal to ninety percent (90%) of the amount of such invoice, and Change Orders, as approved by the Company Representative. Payment shall be made only for Work properly performed in accordance with the Contract Documents. Payment shall not be deemed an acceptance by Company of any Work not performed in accordance with the Contract Documents.
 - C. When the Work, in the opinion of the Company Representative, shall be completely performed on the part of Contractor, and the Company Representative shall have accepted the Work, and Contractor furnishes to Company evidence of payment or discharge of claims satisfactory to Company and any surety company and has completed an Contractor's Affidavit in the form attached hereto **Exhibit "F"**, Company will promptly pay all amounts due Contractor, as determined by the Sr. Vice President of Fiber Monetization, including the retainage. In the event a Performance Bond and Payment Bond has been provided, the consent of the surety must be obtained for the release of retainage and final payment to Contractor.

18.02 The compensation expressly provided in this Contract shall be the sole and complete amount to be paid Contractor for its performance under, arising out of, or in connection with, the Contract Documents.

19.0 PAYMENTS WITHHELD

- 19.01 Company may withhold, when in its opinion it reasonably believes it necessary to protect itself, the following amounts:
- A. All amounts which Contractor is obligated to pay under, or as a result of, the Contract Documents, whether to Company or otherwise, when the obligation has arisen or when there is reasonable evidence to indicate that such obligation will arise.

- B. An amount necessary to protect Company from loss when there is reasonable evidence to indicate that the Work cannot be completed for the balance then unpaid or within the required Contract Time.
- C. Any amount necessary, in the judgment of Company, to correct defective Work or Work which does not conform to the Contract Documents.

19.02 When, and to the extent the conditions in Section 19.01 are removed to the satisfaction of Company, payment shall be made for the amounts withheld.

20.0 INDEMNITY

All obligations in any of the Contract Documents to assume, protect, defend, indemnify, and save Company harmless shall extend to Company's officers, directors, employees, agents, shareholders, and to companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with Company and the respective officers, directors, agents and employees of such companies or entities and shall continue for so long as any of the named indemnities may be subjected to claims or suits calling for such obligations, notwithstanding the completion, acceptance, or payment for the Work.

21.0 PATENT INFRINGEMENT

- 21.01 In performing the Work, Contractor shall take no actions to infringe or violate the right of any person under any patent, trademark, or copyright.
- 21.02 Contractor shall release, indemnify, and hold Company harmless from any claims or suits by third parties based on the infringement or violation of the right of any person under any patent, trademark, or copyright arising out of or in connection with Contractor's performance of the Work.

22.0 PERFORMANCE AND PAYMENT BOND

Within ten (10) calendar days following Company's notice to Contractor that its Proposal was successful, and that Contractor has been awarded this Contract, Contractor shall obtain and provide to Company a Performance Bond and Payment Bond in a form acceptable to Company covering obligations of Contractor under this Contract and the Contract Documents in the full amount of the Contract Price. Upon Contractor's submission to Company of the final invoice for such Performance Bond and Payment Bond, Company shall release such Performance Bond and Payment Bond to Contractor the actual cost of such Performance Bond and Payment Bond. Company may at its election terminate this Contract if the required Performance Bond and Payment Bond are not obtained within such time as Company will deem reasonable (in no event later than commencement of the Work).

23.0 ASSIGNABILITY

Neither the Contract Documents, any obligation arising, thereunder, nor any claim for payment of sums due or to become due thereunder or for damage or penalty by reason of alleged breach, shall be assignable in whole or in part by Contractor or by operation of law, nor shall any security interest be granted therein, without the written consent of Company. Any such purported assignment or security interest without such consent shall be void.

24.0 SUBCONTRACTORS

- 24.01 Contractor shall, as soon as practicable after signing the Contract Documents, notify Project Manager in writing of the names of any Subcontractors proposed for parts of the Work. Contractor shall not contract with any Subcontractor unless and until the Project Manager has consented in writing to such Subcontractor.
- 24.02 Contractor agrees to bind every Subcontractor to the provisions of the Contract Documents insofar as the same shall be applicable to the Subcontractor's work.
- 24.03 Nothing contained in the Contract Documents, nor any approval of Subcontractors or subcontracts, shall create any contractual liability or responsibility on the part of Company to any Subcontractor.
- 24.04 Contractor agrees that it is as fully responsible to Company for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts or omissions of persons directly employed by it.
- 24.05 Contractor shall require all of its Subcontractors to maintain the minimum insurance coverage's required by Section 40.0 hereof, as well as any other coverage's that Contractor considers necessary, and shall require all Subcontractors to waive their right and their underwriter's right of subrogation against Company as required of Contractor in said Section. Any deficiency in coverage's, policy limits, additional insured status or endorsements of any Subcontractor shall be the sole responsibility of Contractor.

25.0 USE OF WORK

- 25.01 Company reserves the right to take possession of, or use any completed or partially completed portion of, the works fabricated or constructed by Contractor, notwithstanding the time for completing such portion may not have expired. Company's exercise of this right shall not affect the warranty made by Contractor that the Work shall be free of all defects.
- 25.02 If such possession or use increases the cost of the Work or delays its completion, Contractor shall be entitled, to the extent thereof, to extra compensation or extension of time or both. Contractor's claim for such extra compensation shall be substantiated with supporting data satisfactory to the Company Representative.

25.03 If the Work under the Contract Documents occurs at locations where Company is now occupying all or a part of the premises, Company may continue to occupy the premises during the progress and execution of the Work. When necessary in order to permit the Work to be properly done, such portions of the premises will be vacated as may be required, and property that seriously interferes with the Work of Contractor will be removed by Company insofar as reasonable. Contractor, however, shall cooperate with Company and shall do the Work in such a manner as to cause as little annoyance to Company and as little interference with the continuous operation of Company's business as possible.

26.0 PROVIDING SHELTER

Company will not be responsible for providing shelter, food, water, medical attention, sanitation facilities, or transportation for employees of Contractor or any Subcontractors.

27.0 CONTRACTOR-PROVIDED FACILITIES

27.01 Contractor shall provide adequate facilities for storage and protection of material and equipment.

27.02 Contractor shall provide temporary services for power, light water, and heating and shall pay for all power, light, water, and heating required for performing the Work.

28.0 GOODWILL OF RESIDENTS IN AREA

Contractor shall not allow any of its employees or Subcontractors to carry firearms on the job, and Contractor shall make all reasonable efforts to create goodwill among the landowners, tenants, and lessees in the surrounding community.

29.0 OTHER CONTRACTS

29.01 Company reserves the right to enter into contracts with others for any and all extra work in connection with the Work required hereunder or for other work, whether related or not related to Work under this Contract. Contractor warrants, covenants and guarantees that it will cooperate with Company and any other contractors to coordinate Work on the Project.

29.02 If any part of Contractor's Work depends on proper execution or results upon the work of any other third party, Contractor shall inspect and promptly report in writing to the Company Representative any defect in such work that renders it unsuitable for proper execution of the Work. Contractor's failure to so inspect and report shall constitute an acceptance of the other party's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in the other party's work after the performance of Contractor's Work and which Contractor, in the exercise of due diligence, could not have discovered.

29.03 Wherever work being done by any other party is contiguous to Work covered by the Contract Documents, the respective rights of the various interests involved shall be established by the Company Representative.

30.0 LAWS, PERMITS, LICENSES, DEPOSITS, AND BONDS

30.01 Contractor and each of its Subcontractors, if any, shall observe and abide by all applicable laws, building codes, regulations, ordinances, permits, and rules of the Federal and state governments of the United States of America, and political subdivisions thereof; and any other duly constituted public authority wherein the Work is done, and further agrees to indemnify and hold Company harmless from any liability, penalty, damage, cost or expense (including attorney's fees and court costs), including but not limited to liability or penalty arising from pollution or other environmental injuries, which may be imposed or asserted by reason of the failure or alleged failure of Contractor, or its Subcontractors, agents or employees, to observe and abide thereby.

30.02 *Unless otherwise specified, Contractor shall, and/or shall require of its Subcontractors, if any, to, secure all permits and licenses necessary to the performance of the Work, pay all fees and make all deposits pertaining, thereto, and shall furnish at its expense all bonds required by proper authorities, and shall submit proof thereof to Company. Contractor will take no action which directly or indirectly causes Company to forfeit any necessary permit, license, or regulatory approval.*

31.0 TAXES

Contractor shall pay or otherwise discharge, to the satisfaction of Company, all taxes of every kind and nature assessed against Contractor or Company arising out of, occurring in, or in connection with, services performed, or things furnished by Contractor.

32.0 LIENS

32.01 Contractor agrees to pay promptly all bills, claims, or invoices for labor, materials, equipment, services, and supplies incurred in the performance of the Work.

32.02 Contractor waives any and all rights to assert a claim or a lien of any kind against Company's property. Contractor shall not, by its acts or omissions, cause or allow a lien of any kind to be filed or asserted against Company's property. Neither shall Contractor allow any claim to be asserted against funds in the hands of Company and owed to Contractor. If any such claim is asserted, Contractor will promptly provide a bond, with a surety and containing provisions acceptable to the owner, which assures payment of the claim.

32.03 Contractor shall protect indemnify, release, defend, and hold Company harmless from and against any and all liability, damage, cost or expense (including attorneys'

fees and court costs) for the payment of the amount of any lien claimed against Company's property.

33.0 TITLE

The title to all Work completed, all Work in the course of construction, and all material furnished by Company or by Contractor, irrespective of the location, shall be in Company, but the ownership thereof shall not absolve Contractor from liability for loss or damage to same, nor from any other duty or responsibility for same as provided in the Contract.

34.0 WAIVER

Company's right to require strict performance of Contractor's obligations shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

35.0 ENTIRETY

The Contract Documents comprise the entire agreement between Company and Contractor, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, expressed or implied, that are not merged herein or superseded hereby.

36.0 AMENDMENT

Any amendment to this Contract shall be valid only if made in writing and executed as provided in Section 37.0.

37.0 EXECUTION

37.01 The Contract Documents shall be executed in any number of counterparts, and each such counterpart when so executed shall be an original. Such counterparts shall together, as well as separately, constitute one and the same instrument. The counterpart of the Contract Documents held by Company shall be deemed to be the original and conclusive in the case of variance between it and any other signed copy.

37.02 The Contract Documents shall not be binding upon Company until executed on its behalf by its President, a Vice President or other authorized Company Representative. Preparation for or commencement of Work shall not be construed as a waiver of this requirement.

38.0 CONFLICT OF INTEREST

Contractor will not use any funds received under the contract for illegal or otherwise improper purposes related to the Contract Documents. Contractor shall not pay nor offer to pay any funds received under this contract to any government official or official of a political party or any intermediary of such official. Contractor will not pay any commissions, fees, or rebates to any

employee of Company, nor favor any employee of Company with gifts or entertainment of significant cost or value. If Company has reasonable cause to believe that one of the above provisions has been violated, Company, or its representative, may audit the records of Contractor, for the sole purpose of establishing compliance with such provisions.

39.0 AUDIT RIGHTS

Company reserves the right, and Contractor shall allow Company, to audit any and all records related to aspects of the Contract Documents to assure Contractor's compliance therewith, including all costs incurred by Contractor in the performance of the Work. Company may audit, or cause to have audited, all of Contractor's property, books, and records that directly or indirectly relate to Contractor's performance under this Contract; provided, however, that Company may not audit materials that do not relate to this Contract. For this purpose, Contractor shall retain all pertinent records for a period of three (3) years after receipt by Contractor of final payment under this Contract. When requested by Company, Contractor shall provide Company with access to personnel, property, and records necessary to effectuate Company's audit or audits hereunder. In addition to other provisions of this Contract that may provide for Contractor to furnish supporting documentation to Company's address, "access" pursuant to this Section contemplates audits on Contractor's premises during normal business hours. Company's auditors may copy any documents that can be properly audited hereunder, and Company agrees that any such copies will be used only for Company's purpose hereunder and will not be disclosed to unrelated parties. Contractor agrees that Company shall be permitted identical audit rights in any subcontract made by Contractor for Work hereunder and shall cause the inclusion of this Section in all such subcontracts after modification to reflect Company's identification. Contractor shall notify Company of potential Subcontractors so that Company may, if it deems it desirable, contact any such Subcontractors for a pre-contract visit to discuss record keeping procedures and audit measures.

40.0 INSURANCE

40.01 *Before commencing the Work, Contractor will present to Company acceptable original Certificates of Insurance evidencing the maintenance of the following insurance coverage's by Contractor, and will maintain them in force at all times during the performance of the Work except as otherwise provided for:*

- A. Worker's Compensation insurance complying with the laws of the State or States of operation, whether or not such coverage is required by law, and Employers Liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident, including occupational disease coverage with a limit of not less than One Million Dollars (\$1,000,000) each employee and of not less than One Million Dollars (\$1,000,000) disease policy limit.
- B. Commercial General Liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and not less than Two Million Dollars

(\$2,000,000) aggregate. Such policy shall include coverage for all operations of Contractor, including products and completed operations coverage, blanket contractual liability and independent contractor coverage, and will be endorsed to delete exclusion for work, construction or demolition within fifty (50) feet of railroad trackage. This policy shall include no modifications that reduce the standard coverage's provided under a Commercial General Liability policy form and shall include an endorsement that deletes the fellow employee exclusion.

- C. Business Automobile Liability insurance with a combined bodily injury and property damage single limit of not less than One Million Dollars (\$1,000,000) each occurrence. This policy shall include coverage for owned, non-owned, and hired vehicles.
- D. Excess or Umbrella Liability coverage with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) each occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000) to apply in excess of all insurance coverage's stipulated above.
- E. Environmental and Pollution Liability insurance coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000).
- F. Professional Liability insurance coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with an annual aggregate of not less than Two Million Dollars (\$2,000,000). Said insurance policy shall provide coverage for claims arising out of failure to deliver, financial losses, negligence, or construction errors or oversights for Work performed by Contractor pursuant to the Contract Documents.
- G. When doing Work on railroad right-of-way, Contractor shall provide Railroad Protective Liability Insurance which shall name the Railroad as Named Insured with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, and not less than Six Million Dollars (\$6,000,000) aggregate (or such limits as are required by the particular Railroad, whichever are higher) on combined bodily injury and property damage basis, including broad coverage for physical damage to the railroad's property.
- H. Company shall be included as an additional insured on all coverage's required hereunder, with such coverage's applying on a primary basis. In addition, none of the insurance policies required hereunder shall include a deductible in excess of Fifty Thousand Dollars (\$50,000).

I. Certificate holder and additional insured must be shown as and sent to:

Troy Cablevision, Inc. d/b/a C Spire
1006 South Brundidge St.
P O BOX 1228
Troy, Alabama 36081-1228

- 40.02 Insurance policies required shall provide at least thirty (30) days' written notice to Company prior to any cancellation or nonrenewal. In the event of any failure by Contractor to comply with the provisions of this Section, Company may, at its option on notice to Contractor, suspend this Contract until there is full compliance with this Section, terminate this Contract, or contract for such insurance at Contractor's expense.
- 40.03 The maintenance of insurance by Contractor and the limits of coverage required shall in no way limit or affect the extent of Contractor's liability.
- 40.04 Company or any of its subsidiaries or affiliates shall not insure or be responsible for any loss or damage to property of any kind owned or leased by Contractor or its Subcontractors, employees, servants, and agents. Any policy of insurance covering the property owned or leased by Contractor against loss by physical damage shall provide that the underwriters have given their permission to waive their rights of subrogation against Company and their directors, officers and employees, as well as their subsidiaries and affiliates, including directors, officers, and employees thereof.
- 40.04 Irrespective of the requirements as to insurance to be carried, the insolvency, bankruptcy, or failure of any such insurance company carrying insurance for Contractor, or the failure of any such insurance company to pay claims that occur shall not be held to waive any of the provisions hereof. Contractor waives its right, and its underwriter's right, of subrogation against Company, its officers, directors, agents and employees thereof, and corporate shareholders and the officers, directors, agents and employees thereof, providing that such waiver in writing, prior to loss does not void or alter coverage. Such waiver shall also extend to companies and other legal entities that control, are controlled by, are subsidiaries of or are affiliated with Company, and the respective officers, directors, agents, employees and shareholders of such companies or entities.
- 40.05 Company and Contractor waive all rights against each other and any of their Subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 40.0 or other property insurance applicable to the Work.

41.0 CONFIDENTIALITY

- 41.01 Contractor agrees that it shall not, without the prior written consent of Company, disclose or make available to any person, other than Company, or use, directly or indirectly, except for in the performance of the Work, any information acquired from Company or its subsidiaries, affiliates, or representatives or otherwise obtained by Contractor in connection with the performance of the Work unless:
- A. Such information is known to Contractor (as evidenced by its written records) prior to obtaining the same from Company;
 - B. Such information is in the public domain prior to the time of disclosure to Contractor; or
 - C. Such information is disclosed to Contractor by a third party who did not receive the same, directly or indirectly, from Company or its subsidiaries, affiliates, or representatives and who is not obligated to keep such information confidential.

In addition, Contractor agrees to execute any separate confidentiality and/or non-disclosure agreement provided to Contractor by Company in connection with Contractor's Proposal. Contractor shall take all steps which may be necessary or appropriate to ensure that its employees, agents, Subcontractors, and representatives adhere to the provisions of this Section 41.0.

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ARTICLE IV

SPECIAL CONDITIONS

1.0 COMPANY FURNISHED MATERIAL

- 1.01 Company furnished materials will be available for pick up by Contractor at a Troy Cablevision, Inc., d/b/a C Spire facility centrally located to the project.

C spire warehouse facility located at:

(Successful Contractor will provide material yard and warehouse.)

- 1.02 *Within three (3) business days of picking up Company furnished materials listed on the Bill of Materials, attached hereto as **Exhibit "C"**, Contractor shall inspect said materials to ensure that said materials are free from defects and meet the manufacturer specifications. In the event the Company furnished materials contain defects or are otherwise not in accordance with the manufacturer specifications, Contractor shall immediately report said deficiencies to Company and Company shall be responsible for the costs of repairing or replacing said materials. Contractor's failure to inspect the Company furnished materials or to immediately notify Company of defects in the materials shall constitute Contractor's acceptance of the materials. Contractor will provide Company with a list of material received. After acceptance of the Company furnished materials, Contractor shall be fully responsible for any defects or deficiencies in the materials, or any damages to, or theft of, the materials, and Contractor shall be fully liable for all of the costs of repairing or replacing said materials.*
- 1.03 Company reserves the right to alter the proposed material storage locations as needed to accommodate delivery dates or available space.

2.0 BORING DEPTH

Unless the bore depth is specified on engineered prints, all fiber boring under this Contract must be a minimum depth of 36" and a maximum depth of 60". Notwithstanding the foregoing, fiber boring may be performed at a bore depth outside of the allowed range described in this Section 2.0 with prior written approval by the Company Representative.

3.0 LIST OF PERMITS AND EASEMENTS

Contractor will be provided a list of pending permits and easements indicating construction and restoration requirements that will be obtained or have been obtained by Company

The above information should not be considered complete; this information is provided to assist Contractor.

4.0 WORK IN THE STATE OF ALABAMA

- 4.01 Contractor shall be aware of the laws and regulations concerning public safety and health, flagging, traffic control, and excavation in the State of Alabama and shall be responsible for any violations of these laws.
- 4.02 Contractor shall obtain and be familiar with the traffic control, excavation, backfill, compaction, and street repair standards as specified by local governmental entities.
- 4.03 Successful Contractor shall be properly licensed to conduct business in the State of Alabama and shall ensure that each of its Subcontractors, if any, shall also be properly licensed to conduct business in the State of Alabama.

5.0 WORKING HOURS SCHEDULE

- 5.01 At the beginning of the Project, Contractor shall provide Company a written daily Work schedule including the number and type of crews, work activity locations, starting time, lunch breaks, quitting time, holidays, days off and other information necessary to properly schedule Company inspection requirements at the Project sites.
- 5.02 At the beginning of each week, Contractor shall update the daily Work schedule. This updated schedule shall be considered the current Work schedule. Contractor, at Company's request, shall remove from the Project, any crew working unsupervised that was not properly represented on the current Work schedule at Contractor's sole expense.

6.0 SAFETY AND TRAINING

It is Contractor's sole responsibility that all of its employees are properly trained in safety procedures and the proper use and operation of any equipment used to complete the Work. This will include, but not be limited to, safety training as required by Company, OSHA, DOT, EPA, Railroad, and any other local, state or Federal agency having jurisdiction along the right-of-way.

7.0 FIBER CABLE SPLICING, TESTING AND ACCEPTANCE PROCEDURES

- 7.01 General.
 - A. Contractor will perform all tests as described herein. The tests should follow the requirements and meet the criteria described herein. Contractor will use the test equipment and follow the testing standards as specified

herein. Contractor will provide test data to Company according to the standards as specified herein.

- B. Contractor will perform two stages of testing during the construction of a new fiber cable route. Initially, Optical Time-Domain Reflectometer (“OTDR”) tests will be taken bi-directionally. As soon as fiber connectivity has been achieved to both regeneration and amplification sites, Contractor will verify and record the continuity of all fibers. During this time Contractor will take and record power level readings on all fibers at both wavelengths in both directions. Contractor will then begin bi-directional OTDR testing of all fibers. When requested in the following paragraphs, Contractor will provide Company with copies of the OTDR traces in electronic file according to the Specifications.
- C. Each cable shall be distinguishable from other telecommunications cables (this will consist of a unique tag at each manhole, hand-hole, and street marker).
- D. The entire fiber optic cable system shall be properly protected from foreign voltage and grounded with an industry-accepted system. Foreign voltage on the cable system shall not exceed 50 VAC.
- E. Company shall provide Contractor with consecutive fiber assignments and counts.

7.02 Splices.

- A. All splices will be made with a Fusion-splicing machine.
- B. After Contractor has provided end-to-end (FDP-FDP) connectivity on the fibers, directional span testing will be done. These measurements must be made after the splice manholes are hand-holes are closed to check for macro-bending problems. Once end-to-end continuity is established, loss measurements at the required wavelength(s) will be recorded using an industry-accepted laser source and power meter. Each fiber will be OTDR bidirectionally tested at 1310 nm and 1550 nm with a launch cable sufficient to offset needed pulse width. The loss measurements should be made from the Fiber Distribution Panels (FDP).
- C. Total Optical Return Loss (TORL) must be measured using industry standards. TORL is also known as overall Reflectance of a fiber path. The Reflectance measurements should be made from the Fiber Distribution Panels (FDP).
- D. The splicing standards are as follows:
Maximum splice loss .2db (BiDi Average)

Maximum connector loss .3db

Maximum reflectance will be based on connector type and specifications

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EXHIBIT "A"

SPECIFICATIONS

1.0 PROTECTION OF MATERIALS

Contractor shall be responsible for protecting finished work, equipment, supplies, and materials from loss, injury, and/or damages from any cause whatsoever until final acceptance by Company.

1.01 Contractor shall be responsible for the proper care of all Company furnished materials, supplies and equipment while same are in its custody. Contractor shall issue written receipts for all property and account to Company for any damage to or loss of such property while in its custody and control.

1.02 Contractor shall replace or repair, at Company's option, any damage to the fiber optic cable which occurs as a result of insufficient or improper protection of the cable. If the fiber optic cable is to be left exposed on the right-of-way for any reason, Contractor shall protect the exposed portion of the cable from damage, including intrusion of water, as approved by Company.

2.0 REPORTING CABLE DAMAGE

The cable shall be carefully inspected by Contractor prior to installation and during the cable installation operations to be certain that it is free from defects. Cable damage due to Contractor negligence shall be the responsibility of Contractor to repair or replace at its own expense. Every instance of damaged cable observed at any time shall be immediately called to the attention of Company whether prior to installation, during construction, or during test or observation subsequent to installation. The method of repair or correction of such damage shall be in accordance with the written instructions of Company. Contractor shall make such repairs or corrections promptly.

3.0 CABLE REPAIRS

Minor damage to short sections of the outer jacket of the cable observed prior to or occurring during construction shall be repaired in accordance with Standard Drawing No. FO-B-STD-S-9.

Cable damage in excess of minor damage to the outer jacket, which is observed prior to or during construction, shall be corrected as follows:

The damaged section of cable shall be enclosed in (1) a buried housing located as specified by Company or in (2) a buried cable splice enclosure, as approved by Company, buried to the same depth as that specified for the cable. If the shield has been broken or the protective insulation damaged, the cable shall be restored to the equivalent of new condition. This may require cutting out the damaged section of cable if required by Company.

The damaged section of cable shall be repaired as approved by Company. This may require cutting out the damaged section and replacing it with a short section of new cable with splices made in (1) buried handholes and/or (2) buried cable splice enclosures, as approved by Company, which are buried to the same depth as that required for the cable. It may also require the replacement of an entire section between two existing handholes.

4.0 TESTING CABLE

Each reel of cable will be tested by Contractor at Contractor's material storage locations. Testing shall be completed prior to releasing the cable for installation. Contractor may decline to perform these tests and accept the cable manufacturer's test results, however all damages to and deficiencies with the cable will be considered the responsibility of Contractor and any costs associated with the replacement of the cable will be at Contractor's sole expense. Contractor shall not remove any reel of cable from the warehouse until such reel has been released for installation by Company in writing.

5.0 SURVEYING AND STAKING

Field reconnaissance and field surveys have been performed, and alignment sheets have been prepared for construction. All staking and paint marking shall be provided by Contractor. Stake and paint marking shall be used to indicate the station number for progress reporting and installation purposes. Contractor shall perform the required field survey for any changes or relocations that might be made in the fiber optic cable route. Any stakes or paint markers disturbed by construction operations shall be replaced to their original location by Contractor. Contractor shall perform all necessary field surveys required for the installation of bored pipe across highways, streets, roads and railroads.

6.0 CONSTRUCTION AREA TRAFFIC CONTROL

6.01 General.

Contractor shall be responsible for obtaining its own traffic diversion and control permits. Contractor's efforts shall include, but not be limited to, the preparation of plans, specifications, and schedules prepared to the satisfaction of the traffic control agency having jurisdiction. Traffic control plans must meet Alabama Department of Transportation Regulations.

Contractor shall provide, erect, and maintain traffic diversion signs, barricades, detours, temporary bridges, flashing signals and any other traffic control equipment not specifically mentioned all in accordance with said traffic control agencies and these specifications.

6.02 Flagmen.

The state or local traffic control agency or railroad company having jurisdiction may require flagmen for traffic control and public safety purposes. Flagmen, while on duty and assigned to traffic control to give warning to the public, shall perform their duties and shall be provided with the necessary equipment in accordance with the current requirements from the appropriate traffic control agency and in accordance with the railroad requirements. The equipment shall be furnished, kept clean and maintained in a good condition by Contractor at its expense.

6.03 Traffic Handling Equipment.

Traffic handling equipment and devices shall conform to the specifications of the local agency having jurisdiction over Contractor prepared and submitted traffic plans and may contain, but not be limited to, the following:

- A. Barricades;
- B. Flashing arrow signs;
- C. Portable delineators;
- D. Portable flashing beacons;
- E. Construction area signs;
- F. Temporary railings;
- G. Telescoping flag tree;
- H. Traffic cones;
- I. Illuminated traffic cones; or
- J. Temporary bridges.

Traffic handling equipment and devices damaged from any cause during the progress of the Work shall be repaired, including painting if necessary, or replaced by Contractor at its expense. When traffic control devices furnished by Contractor are no longer needed for controlling traffic, they shall be removed from the Project site.

7.0 HANDHOLES AND MANHOLES

7.01 General.

Handholes and manholes shall be furnished by Company and shall be completely installed by Contractor at Company designated locations.

Handholes or manholes shall be installed at all cable splicing locations and at other locations designated by Company.

7.02 Design Loads.

The design loads on manholes and handholes shall be capable of supporting H-20 loading, all per the American Association of State Highway and Transportation Officials (“AASHTO”).

7.03 Field Preparation.

Excavation of holes for handholes and manholes shall be kept to a minimum but shall be large enough to insure adequate access and workspace. The excavation shall be graded level at the proper Contractor-calculated elevation to support the handhole or manhole in relationship to the conduit grade, ground cover or surface elevation requirements as designated on the Drawings.

Contractor, at its own expense, shall make modifications needed to the handhole or manhole to allow it to accommodate the entrance of cable or conduit segments. The modifications required shall be field determined and must be approved by Company. Modifications are to be minimized to maintain the structural integrity of the handhole or manhole.

Contractor shall install traffic warning signs, barricades or other physical barriers around the open excavation to prevent construction personnel and equipment the general public and domestic animals from falling into the excavation. Additional safety precautions may be required as advised by Company and state or local agencies having jurisdiction.

7.04 Backfill.

Backfill material and compaction requirements shall be in accordance with Section 10.2. Excess excavation and removed surface material shall be loaded, hauled and properly disposed by Contractor.

7.05 Restoration.

The disturbed working space area for handhole installations shall be restored to a condition equal to or better than the original conditions as described in 13.4. Area around handholes will need to be seeded and covered with straw to prevent erosion.

8.0 EXCAVATION, BACKFILLING AND COMPACTION

8.1 Excavation.

8.1.01 Excavation along the conduit/cable route shall be kept to a minimum but shall insure adequate access and workspace to perform the pipe/cable placing, installation of handholes, manholes and fiber optic cable pulling operations. Final size of excavation at each site shall be approved by Company.

8.1.02 Handhole Locations. Contractor shall excavate handhole locations at Company's designated locations along and around the pipe or

cable to a depth of approximately one foot six inches (1'-6") below the pipe or cable and of sufficient length and width to allow good access to the Work area during pipe or cable preparation and rodding processes.

- 8.1.04 Trench in Rock. When applicable, the trench shall be as straight as practicable following the staked line. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept clear of debris and loose rock. All changes in trench grade shall be gradual. The length of open trench shall not exceed 100' at the end of each working day.

Where solid rock is encountered, the minimum trench width shall be twice the width of the outside diameter of the conduit or 6 inches, whichever is greater.

- 8.1.05 Concrete And Asphalt. Where concrete and/or asphalt work is to be removed, saw concrete and/or asphalt along straight lines to a depth of not less than two inches (2"). Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. The remainder of the concrete and/or asphalt shall be broken out, provided that the broken area is concealed in the finished work, and the remaining concrete and/or asphalt is sound. At locations where the broken face cannot be concealed, it shall be ground smooth, or the saw cut shall be made entirely through the concrete and/or asphalt.

Driveways, streets, lanes, sidewalks or roadways which are open cut shall be opened just prior to the conduit placing. In no case shall the driveway, highways, streets, lanes, sidewalks or roadways be left impassable at the end of the day. The general public safety is paramount, and appropriate steps shall be taken to ensure safety at all times.

All materials and equipment removed, and not reused, shall be loaded, hauled and disposed by Contractor at its own expense.

8.2 Backfilling and Compaction.

- 8.2.01 General. Contractor shall exercise extreme caution when backfilling all excavation sites so that the fiber optic cable facilities are not disturbed or damaged. All excavations shall be backfilled and compacted to a density equal to or greater than the density of adjacent undisturbed soil. Dirt clods or rocks having any length greater than eight inches (8") shall not be used as backfill material. Wood, trees, brush, rope, wire, cable, inner duct or other debris shall

not be used as backfill material. All costs associated with loading, hauling and disposing of excess and/or unsuitable backfill material shall be at Contractor's expense.

8.2.02 Handholes, Manholes and Assist Point. The backfilling of the excavation shall begin as soon as practical. Large (largest dimension exceeding twelve inches) clods of dirt or large (largest dimension exceeding eight inches) rocks or other material that will cause voids in the excavation shall not be used as backfill material. Areas subject to vehicle traffic and designated by Company shall be compacted to 95 percent of ASTM D1557 maximum density in maximum six inch (6") lifts or to the minimum density according to the rules, regulations and specifications of the state, Federal or local authority having jurisdiction over the right-of-way and adjacent areas, whichever is the most stringent.

8.2.03 Select Backfill. In order to satisfy the above stated compaction requirements, select backfill may be required. Select backfill is defined as clean sand, concrete slurry or other Company approved materials. All the costs associated with furnishing and installing select backfill material shall be at Contractor's expense.

9.0 FIBER OPTIC CABLE INSTALLATION

9.01 Fiber optic cable will be installed by using the Air assisted cable push/pull method (blown).

9.02 The fiber optic cable shall be protected at the pipe/conduit entry point at the handhole or manhole location and assist points approved by Company. Any damage to the cable during the blowing operation shall be the responsibility of Contractor if incurred due to Contractor's negligence.

9.03 A minimum of one hundred feet (100') of fiber optic cable shall be coiled in thirty inch (30") diameter (fiber optic cable) minimum radius coils and placed inside the handholes or manholes. Contractor shall protect the exposed portion of the fiber optic cable from damage, including intrusion of water.

10.0 CABLE MARKER/WARNING POLES

10.01 Location of Marker/Warning Poles.

Cable markers/warning poles shall be installed at all changes in directions, splices, pull boxes, street crossings, both sides of railroad, highway and stream crossings, and at other points on the route designated by Company.

Marker/warning poles shall generally be located within five feet of the center-line of the cable route. At highway, interstate and railroad crossings, the markers shall be installed one foot outside the public right-of-way limits or areas designated by Company. Marker/warning poles shall be positioned so that they can be seen from the location of the cable running line.

10.02 Post-Mounted Sign Markers.

Orange colored “warning” signs which will be provided by Company shall be installed at Company designated locations along the cable route.

10.03 Test Station Marker Poles.

Contractor will be responsible for placing copper ground wire tails along with 8ft Copper ground rod (furnished by Company) in Handholes and Test Station Warning Poles designated by Company.

10.04 Marker/Warning Poles Installation.

Contractor will be responsible for placing marker/warning poles in vertical position and removing all shipping plastic and or strapping material from marker/warning poles.

11.0 RIGHT-OF-WAY PROTECTION AND RESTORATION

Contractor shall protect the right-of-way and minimize the damage from construction operations. Good soil erosion practices shall be implemented during all construction phases.

11.01 Controlling Authority.

Contractor shall abide by all rules, regulations, and specifications of the state, local authority or Company that has jurisdiction over the right-of-way and adjacent areas.

11.02 Soil Erosion.

Contractor shall take all necessary steps to insure the stability of excavations along the right-of-way. Soil erosion control measures shall be performed in conjunction with backfilling and/or restoration operations. This may require the following:

- A. Filling, repairing, or otherwise stabilizing surface conditions, ruts, washes, or other disturbances which lead to soil erosion.
- B. Filling, repairing, or otherwise stabilizing ground surface area(s) disturbed during construction. This will include filling and stabilizing ruts which develop off the right-of-way as a result of the construction activity.

C. The proper backfilling of excavations to assure stabilization.

11.03 The following guidelines must be followed to minimize soil erosion problems:

- A. Vehicular or equipment traffic on the cable right-of-way shall be kept to a minimum, consistent with good construction operations and techniques.
- B. Excavation of road shoulders, ditch, gully, and stream banks shall be kept to a minimum.
- C. Excavations shall be kept open for a minimum amount of time.
- D. Existing vegetation cover shall not be disturbed any more than necessary.
- E. Watercourses shall not be blocked. Immediately restore streams or gully banks, allowing water to follow its original course. All agricultural terraces shall be restored to a condition equal to or better than the original condition and to the satisfaction of state and local authorities having jurisdiction over the area.

11.04 Restoration.

The right-of-way shall be restored to its original or better condition as soon as practicable following cable placing operations.

Contractor shall keep the premises where Work is being performed in a neat, clean, and orderly condition, and on completion of the Work hereunder. Contractor shall remove all tools and equipment from the premises, and any debris shall be removed and disposed of by Contractor.

All rock and debris brought to the surface and left after back-filling shall be removed and disposed by Contractor at its own expense as approved by Company.

All areas disturbed by the construction activities shall be restored by reseeded or resodded with like types of grasses as soon as cable or duct placing operations are completed in those areas.

All terraces which were removed or damaged shall be repaired to a condition equal to or better than the original condition as soon as practicable following cable placing operations.

Improved landscape, lawns, shrubs and hedge removed or damaged shall be replaced to the satisfaction of the property owners and Company. Lawns shall be repaired by resodding with like grasses.

All fences removed or damaged shall be restored to the satisfaction of the property owners and Company.

Contractor shall promptly repair or replace any other property damaged during construction.

12.0 SPECIAL CONSTRUCTION AREAS

12.01 Pavement Removal and Replacement.

Replacement of street and alley surfaces shall be done in such a manner that shall not degrade existing improvements and shall cause a minimum inconvenience to the users of the facility. Repairs are to be made as rapidly as practical and consistent with high quality workmanship and materials. Use of fast-setting concrete and similar techniques are encouraged insofar as possible without sacrificing the quality of repair.

Pavement replacement shall match existing paving in type of pavement, appearance, wearing surface, surface elevation and durability to the maximum extent practical. Pavement replacement material shall be equal to or better than the existing structure. When replacement material is concrete, the concrete shall have a minimum twenty-eight (28) day compressive strength of 3,000 pounds per square inch and have a slump between two inches and four inches. Pavement repair shall be subject to approval by Company and shall conform to the requirements of the governing authority having jurisdiction. Pavement repair not installed in accordance with the requirements of these Specifications or the requirements of the state or local agency having jurisdiction shall be removed and replaced at Contractor's expense.

The finished surface shall be of the same material, quality and elevation to provide a smooth transition area.

In the event that it is necessary to place a temporary surface on any cut opening, it shall be done by one of the following methods:

The cut may be backfilled, compacted, and a temporary surface composed of permanent-type paving material placed. Specifically excluded for surface material are gravel.

The cut may be closed by covering with sections of steel bridge plating, of sufficient thickness and strength to support all traffic. The plates must be securely anchored to prevent vibration, creeping and eventual bridging failure.

When Work is done for the day, all lanes of a major or collector street designated by Company shall be opened to traffic. A traffic lane shall be considered

satisfactorily open if one of the above methods is utilized to cove the trench (for traffic use).

12.02 Sidewalk and Curb Removal and Replacement.

Curb, curb with gutter, sidewalks and driveways shall be replaced with concrete or asphalt and methods of materials used shall conform to these Specifications and shall be equal to or better than the original condition.

Generally, sidewalks, which are bordered by grass and the pipe/conduit is scheduled to be placed under those sidewalks, will require removal and replacement. Sidewalks which occupy the entire transverse area between the curb and edge of the right-of-way are subject to removal and replacement methods as described in Section 14.1 above.

Curb, curb with gutter, sidewalks and driveways shall be cut and removed by creating straight seams. New seams will be created by use of a concrete saw. Access holes that have material that is removed by jack hammer or other means will be required to have straight lines before replacement material is placed back in access hole.

During construction in sidewalk areas, Contractor shall make necessary provisions for the safe passage of pedestrians per city, county or state requirements.

13.0 SAFETY AND PRECAUTIONS

All Work shall be performed under the guidance of Company's representative or designated Chief Inspector in such a manner that good public relations for Company will be maintained. Materials and construction procedures used in this project will be in accordance with these Specifications and subject to the approval of Company. By reference, the technical specifications in their entirety are included and made a part of this Specification.

All Work must be done in accordance with the requirements of Federal, state, county, city or other jurisdictional authorities, and Contractor shall comply with current OSHA and Federal Highway Administration, Department of Transportation Standards and Guidelines. All open trenches and excavations shall be provided with suitable barriers, signs, and warning lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as materials or equipment shall also be provided with such warning signs, barricades and/or lights, which are required for adequate protection.

Contractor shall be responsible for the protection and maintenance of public and private properties. Contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other subsurface obstructions uncovered, or otherwise affected by the construction work performed. Certain existing subsurface structures are indicated on the Plans according to the best information available. However, Company does not guarantee the accuracy of such information, and any delay to Contractor's Work due to encountering subsurface obstructions not shown, or in

locations differing from those indicated on the Plans, shall not constitute a claim for additional compensation.

Contractor shall be responsible for all damages to streets, roads, highways, shoulders, ditches, driveway, sidewalks, embankments, culverts, bridges, or other public or private facilities, regardless of location or character, which may be caused by moving, hauling, or otherwise transporting equipment, materials or workmen to or from the Project site, whether by it or its Subcontractors.

EXHIBIT “B”

SAMPLE DRAWINGS

Sample Drawings will be provided to Contractor upon receipt of its fully executed Intent to Bid and Non-Disclosure Agreement.

EXHIBIT "C"

COMPANY FURNISHED BILL OF MATERIALS

A listing of Company Furnished Bill of Materials will be provided upon award, Notice to Proceed, and final engineering of specified job.

**Aerial
Bill of Materials**

| | Item Description | TW1 Part Number | Manufacturer Part Number | Designed Quantity |
|----|---------------------------------------|------------------------|---------------------------------|--------------------------|
| 1 | Strand 1/4"EHS 7 strand | 05-CAX-WI-0001 | EHS1/4US | 0 |
| 2 | Bolt 5/8" 10" | 05-HDW-PA-0009 | 23334 | 0 |
| 3 | Bolt 5/8" 12" | 05-HDW-PA-0010 | 23335 | 0 |
| 4 | Bolt 5/8" 14" | 05-HDW-PA-0011 | 23336 | 0 |
| 5 | Bolt 5/8" 16" | 05-HDW-PA-0015 | 8228 | 0 |
| 6 | Bolt 5/8" 18" | 05-HDW-PA-0013 | 1081 | 0 |
| 7 | Bolt 5/8" 24" | 05-HDW-PA-0014 | 36318 | 0 |
| 8 | Square Nut 5/8" | 05-HDW-PA-0017 | 23330 | 0 |
| 9 | Washer 5/8" | 05-HDW-PA-0018 | J1074 | 0 |
| 10 | Suspension Clamp Strait 1/4" | 05-HDW-WI-0004 | 23282 | 0 |
| 11 | Suspension Clamp Angle 1/4" | 05-HDW-WI-0005 | I7901A | 0 |
| 12 | Slip Eyes / 5/8 Thimble | 05-HDW-PA-0016 | 23305 | 0 |
| 13 | Eye nut / 5/8 Thimble | 05-HDW-PA-0003 | 66462 | 0 |
| 14 | Corner Attachment Clamp | 05-HDW-PA-0029 | 23477 | 0 |
| 15 | Dead End (Preforms) | 05-HDW-FT-0002 | 32618 | 0 |
| 16 | Strandvice 1/4" (Automatic Dead Ends) | 05-CAX-PA-0006 | 23515 | 0 |
| 17 | Preform Manual Splices | | | 0 |
| 18 | Strandlinks 1/4" (Pickles) | 05-HDW-PA-0019 | 23506 | 0 |
| 19 | Pole Bands | 05-HDW-PA-0021 | BAB-3884 BOLT A BAND | 0 |
| 20 | Pole Band Mounting Plate | 05-HDW-PA-0023 | HDBB1511H | 0 |
| 21 | Extension Arm Fiberglass 12" | 05-CAX-PA-0015 | 125728 | 0 |
| 22 | Extension Arm Fiberglass 18" | 05-CAX-PA-0014 | 124231 | 0 |
| 23 | Lashing wire .038 x 1600' | 05-HDW-WI-0001 | 73926 | 0 |
| 24 | D-Lasing Clamp (Bug Nuts) | 05-HDW-WI-0003 | 20890 | 0 |
| 25 | Ram Head Guy Attachments | 05-HDW-CF-0002 | 23476 | 0 |
| 26 | Guy Attachments | 05-HDW-CF-0001 | 23289 | 0 |
| 27 | Auxiliary Eye (Piggy Back) | 05-HDW-PA-0022 | 55443 | 0 |
| 28 | Sidewalk Guy pole plate 2" | 05-HDW-PA-0025 | 47377 | 0 |
| 29 | Sidewalk Guy Cable End Fitting 2" | 05-HDW-PA-0026 | 47376 | 0 |
| 30 | Guy Guards 8' | 05-HDW-PA-0001 | 32630 | 0 |
| 31 | Screw Anchor 8" Helix, 1" x 66" Shaft | 05-HDW-TL-0002 | 50294 | 0 |
| 32 | Belden Strap (50' reel) | 05-CAX-PA-0012 | DT-D-RL-50 | 0 |
| 33 | Belden Locking Head | 05-CAX-PA-0013 | | 0 |
| 34 | Cable Spacer | 05-HDW-PA-0020 | 33917 | 0 |
| 35 | Aerial Fiber Markers | 03-HDW-SM-0002 | DN34OTROY | 0 |
| 36 | Pole Guard 2" x 8' | 05-HDW-PA-0006 | J987 | 0 |
| 37 | 2" Straps | | | 0 |
| 38 | #6AWG Bare Copper | 03-CAX-WI-0004 | 34029 | 0 |
| 39 | Clamp, Bonding (weaver) | 03-CAX-CF-0002 | 32870 | 0 |
| 40 | #4 Split Bolt Connector | 03-CAX-CN-0016 | MAR4H/32852 | 0 |
| 41 | Ground Rod | 03-CAX-CF-0014 | GDR588CW13MIL | 0 |
| 42 | Ground Rod Clamp (acorn nut) | 03-CAX-CF-0016 | 32857 | 0 |
| 43 | C5 35' Pole | TREATED POLES | .60 CCA TREATED POLES | 0 |
| 44 | | | | |
| 45 | | | | |

**Underground
Bill of Materials**

| Item Description | CSPIRE-TROY Part Number | Manufacturer Part Number | Material Cost |
|--|-------------------------|--------------------------|---------------|
| 1 UH-5 Hand Hole (30x60x36) 22K | 4HND30x60x36 | PG3060Z501WN2 | \$0.00 |
| 2 UH-4 Hand Hole (30x48x36) 22K | 4HND30X48X36 | 30X48X36 | \$0.00 |
| 3 UH-3 Hand Hole (24x36x24) 22K | 4HND243624 | 243624 | \$0.00 |
| 4 UH-2.5 Hand Hole (17x30) 22K | 4HND17x30 | 17X30 | \$0.00 |
| 5 UH-2.5 Hand Hole (22x14x15) 5K | | PE-20 | \$0.00 |
| 6 UH-2 Hand Hole (11x18x18) 22K | 4HNDUH-2 | 4HNDUH-2 | \$0.00 |
| 7 UH-2 Hand Hole (11x18x18) 5K | 4HND-UH2-HYBRID | 17x12 HDPE | \$0.00 |
| 8 Vault 13x24x18 (Channell) 5K | 9HDWBULKU1324180011565 | BULKU1324180011565 | \$0.00 |
| 9 Vault 13x24x18 (Channell) 5K | 9HDWBULKU1324180011565 | BULKU1324180011565 | \$0.00 |
| 10 VAULT, ROUND, GRADE LEVEL, 9.5 X 12, GREEN, BROADBAND | 05-ENC-VA-0017 | 9HDWGLB9121B11 | \$0.00 |
| 11 TRIVIEW Orange Triangle Marker | 05-HDW-SM-0003 | TVF720B | \$0.00 |
| 12 Rhino Test Station (underground marker) Locate | 05-HDW-SM-0005 | RHINO TEST STATION | \$0.00 |
| 13 Marker Pole/Locate Marker Poles | 4INCTEST6 | PM-303 60W-1649 | \$0.00 |
| 14 Test Station Tails | 4INCTESTTAIL | TESTTAIL | \$0.00 |
| 15 DTS Test Station | 4INCPVC-T | 4INCPVC-T | \$0.00 |
| 16 Tenable Mule Tape 3,000' | 4INC-TONABLEMT | 20000163 | \$0.00 |
| 17 Jet Line | 05-FIB-SU-0010 | 42203/GRE430 | \$0.00 |
| 18 #6AWG Bare Copper | 03-CAX-WI-0004 | 34029 | \$0.00 |
| 19 #12AWG Green Copper | 03-CAX-WI-0001 | TNH12SOLGR | \$0.00 |
| 20 Clamp, Bonding (weaver) | 9HDWSI-2174 | SI-2174 | \$0.00 |
| 21 #4 Split Bolt Connector | 03-CAX-CN-0016 | MAR4H/32852 | \$0.00 |
| 22 Ground Rod | 4INCGROD8 | GROD8 | \$0.00 |
| 23 Ground Rod Clamp (acorn nut) | 03-CAX-CF-0016 | 32857 | \$0.00 |
| 24 HDPE Schedule 40 Pipe 18mm/14mm Quad W/#14 | 9HDWMICRO4WAY | 4 way 18/14 bundled | \$0.00 |
| 25 HDPE Schedule 40 Pipe 18mm/14mm Dual W/#14 | 9HDWMICRO2WAY | 2 way 18/14 bundled | \$0.00 |
| 26 HDPE Schedule 40 Pipe 1" | 9HDW10137000 | 9HDW10137000 | \$0.00 |
| 27 HDPE Schedule 40 Pipe 1.25" | 9HDW12135000O | 12135000O | \$0.00 |
| 28 HDPE Schedule 40 Pipe 1.25" x 2 | 4PVC3WAYO | 4PVC3WAYO | \$0.00 |
| 29 HDPE Schedule 40 Pipe 1.25" x 3 | 4PVC2WAYO | 4PVC2WAYO | \$0.00 |
| 30 HDPE Schedule 40 Pipe 18/14 UV rated | 05-FIB-CD-0039 | X: 10011596 18/14 | \$0.00 |
| 31 Buried Wire Nuts (blue) DRYCONN | KIC-62250 | KIC-62250 | \$0.00 |
| 32 1" Coupler | 9HDWCTCOMFIT-100 | 9HDWCTCOMFIT-100 | \$0.00 |
| 33 1.25" Coupler | 4INCPASTICCOUPLER | X 20005096 | \$0.00 |
| 34 Coupler, 18/15 Quad Pipe (Condux) | 9HDWCX08566333 | CX08566333 | \$0.00 |
| 35 18mm Airtight End Caps (Caps for Microduct) | 9HDWCX08566334 | CX08566334 | \$0.00 |
| 36 12ct Drop Flat Drop w/ Tone wire | 05-FIB-CB-0037 | O-012-DF-HY-8W-F12NS | \$0.00 |
| 37 12ct Heliairc Armored | 05-FIB-CB-0068 | D-012-HA-8W-F12NS/LTS | \$0.00 |
| 38 72ct Micro (AFL) LMHD | 9HDWDNL-6154-01 | DNL-6154-01 | \$0.00 |
| 39 72ct Micro (AFL) LMHD Toneable | 9HDWDNL-6184-01 | DNL-6184-01 | \$0.00 |
| 40 72ct Loose Tube Armored | 4FOC72CT | D-072-LA-8W-F12 | \$0.00 |
| 41 96ct Micro (AFL) LMHD Toneable | 9HDWDNL-588401 | DNL-5884-01 | \$0.00 |
| 42 144ct Micro (AFL) LMHD | 4FOC144CT- MICRO | LM2889R6101NS | \$0.00 |
| 43 144ct Micro (AFL) LMHD Toneable | 9HDWDNL-5880-01 | DNL-5880-01 | \$0.00 |
| 44 144ct Loose Tube Armored | 4FOC144CT | D-144-LA-8W-F12NS | \$0.00 |
| 45 144ct spider web ribbon (AFL) | 05-FIB-CB-0043 | LWSE-144-9-C-144-1-10S1D | \$0.00 |
| 46 288ct Micro (AFL) | 4FOC288CT-MICRO | LM2889R6101NS | \$0.00 |
| 47 288ct Micro (AFL) Toneable | | LM2889R6201T1 | \$0.00 |
| 48 288ct Loose Tube Armored | 4FOC288CT | D-288-8W-F12NS | \$0.00 |
| 49 | | | |
| 50 | | | |

**Splicing
Bill of Materials**

| Item Description | CSPIRE-TROY Part Number | Manufacturer Part Number | Material Cost |
|---|-------------------------|--------------------------|---------------|
| 1 AFL APEX Case | 9HDWAX-2-B-X-0-6-6-X | AX-2-B-X-0-6-6-X | \$0.00 |
| 2 AFL APEX Tray (24 single)(144 Ribbon) | 4ENCAX-TRAY-2-4 | 26507212 / AX-TRAY-X-2-4 | \$0.00 |
| 3 AFL APEX Multi Drop Gromet (for feeder) | 9HDWAX-KIT-DROP-4 | AX-KIT-DROP-4 | \$0.00 |
| 4 AFL APEX Clear Basket (for SWR) | 9HDWAX-KIT-SBASKET-2 | AX-KIT-SBASKET-2 | \$0.00 |
| 5 8 Port 11 Fiber Distribution Tap (FOSC 8P-11) | NA | NA | \$0.00 |
| 6 40mm Splice Protector Sleeves (Single Fiber) | 05-FIB-SU-0007 | 46314 | \$0.00 |
| 7 61mm Splice Protector Sleeves (Single Fiber) | 9HDWCFSP1261 | CFSP1261 | \$0.00 |
| 8 Splice Protector Sleeves (Ribbon Fiber) | N/A | CFRP12 | \$0.00 |
| 9 Commscope Mini OTE-M 2 Port OPTI w/ SPLITTER | 9HDW260103821 | 260103821 | \$0.00 |
| 10 Commscope Mini OTE-M 4 Port OPTI w/ SPLITTER | 9HDW260103822 | 260103822 | \$0.00 |
| 11 Commscope Mini OTE-M 8 Port OPTI w/ SPLITTER | 9HDWSYMX260103823 | SYMX260103823 | \$0.00 |
| 12 Commscope Mini OTE-M 2 Port OPTI | 9HDWOTE-02MH-NN-EXTG03 | OTE-02MH-NN-EXTG03 | \$0.00 |
| 13 Commscope Mini OTE-M 4 Port OPTI | 9HDWOTE-04MH-NN-EXTG03 | OTE-04MH-NN-EXTG03 | \$0.00 |
| 14 Commscope Mini OTE-M 6 Port OPTI | | | \$0.00 |
| 15 Commscope Mini OTE-M 8 Port OPTI | | | \$0.00 |
| 16 Commscope Mini OTE-M 12 Port OPTI | | | \$0.00 |
| 17 CSC100, SC/APC connectors, 6 adapters, 1x2 splitter, no mounting | 9HDWCSC3-M3D1A2BA000 | CSC3-M3D1A2BA000 | \$0.00 |
| 18 CSC100, SC/APC connectors, 6 adapters, 1x4 splitter, no mounting | 9HDWCSC3-M3D1A2BA001 | CSC3-M3D1A2BA001 | \$0.00 |
| 19 CSC100, SC/APC connectors, 6 adapter | 9HDWCSC3-M4D1A4BA000 | 9HDWCSC3-M4D1A4BA000 | \$0.00 |
| 20 8 Port Fiber Distribution Tap (FOSC 8P-11) | 9HDW877793-000 | 877793-000 | \$0.00 |
| 21 1 x 2 | 05-FIB-TP-0057 | SDWUC-12-135-50-09-1-00- | \$0.00 |
| 22 1 x 4 | 9HDWPLC14991NCSA | PLCS-14-09-1-00-SCA | \$0.00 |
| 23 1 x 8 | 9CBLPLC18991NCSA | PLCS-18-09-1-00-SCA | \$0.00 |
| 24 80/20 | 9HDWSUDC123520B1NC | SDWUC-12-135-20-025-1-00 | \$0.00 |
| 25 90/10 | 9HDWSUDC123510B1NC | SDWUC-12-135-10-025-1-00 | \$0.00 |
| 26 93/07 | 9HDWSUDC123507B1NC | SDWUC-12-135-7-025-1-00 | \$0.00 |
| 27 60/40 | 9HDWSUDC123540B1NC | SDWUC-12-135-40-025-1-00 | \$0.00 |
| 28 95/05 | 9HDWSUDC123505B1NC | SDWUC-12-135-5-025-1-00 | \$0.00 |
| 29 70/30 | 9HDWSUDC123530B1NC | SDWUC-12-135-30-025-1-00 | \$0.00 |
| 30 50/50 | 9HDWSUDC123550B1NC | SDWUC-12-135-50-025-1-00 | \$0.00 |
| 31 65/35 | 9HDWSUDC123535B1NC | SDWUC-12-135-35-025-1-00 | \$0.00 |
| 32 75/25 | 9HDWSUDC123525B1NC | SDWUC-12-135-25-025-1-00 | \$0.00 |
| 33 97/3 | 9HDWSUDC123503B1NC | SDWUC-12-135-3-025-1-00 | \$0.00 |
| 34 91/09 | 9HDWSUDC123509B1NC | SDWUC-12-135-9-025-1-00 | \$0.00 |
| 35 98/02 | 9HDWSUDC123502B1NC | SDWUC-12-135-2-025-1-00 | \$0.00 |
| 36 85/15 | 9HDWSUDC123515B1NC | SDWUC-12-135-15-025-1-00 | \$0.00 |
| 37 CLEARFIELD WALL MOUNT BOX WITH SC/APC CASSETTE | 05-FIB-EN-0021 | FDP-XWB2-12-CA | \$0.00 |
| 38 CLEARFIELD WALL MOUNT ENCLOSURE WITHOUT CASSETTE | 05-FIB-EN-0026 | FDPXWB2 | \$0.00 |
| 39 CLEARFIELD 1 RU 24 CT PATCH PANEL EMPTY | 05-FIB-EN-0024 | GPI000Z0ZFAZ | \$0.00 |
| 40 CLEARFIELD 2 RU 72 CT PATCH PANEL EMPTY | 05-FIB-EN-0025 | GPE-000-Z0Z-FAZ /GEBB000 | \$0.00 |
| 41 CLEARFIELD 4 RU 144 CT PATCH PANEL EMPTY | 05-FIB-EN-0027 | GGBB000Z0ZAZZ | \$0.00 |
| 42 CLEARFIELD 288 CT PATCH PANEL NO TAIL | 05-FIB-EN-0014 | GPH288C2ZFAZ | \$0.00 |
| 43 FIELDSMART LOOSE TUBE PATCH SPLICE W/ADAPTERS (single cassette) | EDZ012CIFSUB | EDZ-012-C1F-SUB | \$0.00 |
| 44 FIELDSMART RIBBON PATCH SPLICE CASSETTE LOADED | EDZ012CF2SUB | EDZ-012-C2F-SUB | \$0.00 |
| 45 CLEARFIELD CASSETTE XPAK 6 PORT SCAPC SM | 05-FIB-EN-0038 | 6PAKSCA | \$0.00 |
| 46 CASSETTE 24F RIBBON BLUE HD LC/APC PATCH & SPLICE | EPZ024H2FSUB | EPZ024H2FSUB | \$0.00 |
| 47 FOSC Drop Seal Kits (1 for 2 & 4, 2 for 8) | 05-FIB-TP-0101 | CZ3388-000 | \$0.00 |
| 48 | | | |
| 49 | | | |

EXHIBIT “D”

COMPANY FURNISHED
RIGHTS-OF-WAY AND EASEMENTS

EXHIBIT "E"

CONTRACTOR'S INVOICE SAMPLE

Invoice No.: XYZ11262024

X.Y.Z. Construction, Inc.

P.O. Box 123

Brandon, MS 39043

Customer: Troy Cablevision, Inc. d/b/a C Spire

1006 S Brundidge Street

PO BOX 1228

Troy, AL 36081-1228

P.O.: 070122-00 Eligible

P.O.: 072443-00 In-Eligible

Billing Period: 02/01/2025 thru 02/15/2025

Description: Segment A Fort Davis to Montgomery (105 Miles)

GRANT: NTIA_MM_1

| Line # | Construction Related Activity | UOM | P.O.: 070122-00 Eligible | P.O.: 070122-00 Eligible | P.O.: 070122-00 Eligible | P.O.: 072443-00 In-Eligible | P.O.: 072443-00 In-Eligible |
|---------------------------------|---|------------|--|--|--|--|--|
| | | | Segment A Fort Davis to Montgomery (105 Miles) | Segment A Fort Davis to Montgomery (105 Miles) | Segment A Fort Davis to Montgomery (105 Miles) | Segment A Fort Davis to Montgomery (105 Miles) | Segment A Fort Davis to Montgomery (105 Miles) |
| | | | Unit Price (\$) | Units Placed | Cost | Units Placed | Cost |
| UNDERGROUND CONSTRUCTION | | | | | | | |
| 14 | Pull/Blow Fiber into Conduit, all costs associated with this unit | Foot | 0.0123 | 2200 | \$ 27.06 | 3200 | \$ 39.36 |
| 15 | Plow Pipe (Minimum depth of 36") Up to 2 Duct and locate tape | Foot | 0.0123 | 620 | \$ 7.63 | 480 | \$ 5.90 |
| 16 | Urban Directional Boring (Minimum depth of 36") Up to 2 Duct | Foot | 0.0123 | 1260 | \$ 15.50 | 1425 | \$ 17.53 |
| 17 | Rural Directional Boring (Minimum depth of 36") Up to 2 Duct | Foot | 0.0123 | 225 | \$ 2.77 | 120 | \$ 1.48 |
| 18 | Pull duct through casing (1) Hybrid 3-way (water, railroad, interst | Foot | 0.0123 | 0 | \$ - | 0 | \$ - |
| 19 | Install UH-5 Hand Hole (30x60x36) | Each | 0.0123 | 0 | \$ - | 0 | \$ - |
| 20 | Install UH-4 Hand Hole (30x48x36) | Each | 0.0123 | 10 | \$ 0.12 | 24 | \$ 0.30 |
| 21 | Install UH-3 Hand Hole (24x36x24) | Each | 0.0123 | 6 | \$ 0.07 | 6 | \$ 0.07 |
| 22 | Install UH-2.5 Hand Hole (17x30) | Each | 0.0123 | 15 | \$ 0.18 | 20 | \$ 0.25 |
| 23 | Install UH-2 Hand Hole (11x18x18) | Each | 0.0123 | 0 | \$ - | 0 | \$ - |
| 24 | Install VAULT, ROUND, GRADE LEVEL, 9.5 X 12, GREEN, BROADBAND | Each | 0.0123 | 0 | \$ - | 0 | \$ - |
| 25 | Install Pedestal | Each | 0.0123 | 0 | \$ - | 0 | \$ - |
| 26 | Install Buried fiber Marker | Each | 0.0123 | 35 | \$ 0.43 | 44 | \$ 0.54 |
| 27 | Install Ground Rod | Each | 0.0123 | 8 | \$ 0.10 | 6 | \$ 0.07 |
| 28 | Install Test Station | Each | 0.0123 | 8 | \$ 0.10 | 6 | \$ 0.07 |
| 29 | Directional Bore Rock Adder-hard rock v soft rock | Foot | 0.0123 | 0 | \$ - | 0 | \$ - |
| 30 | Cut and Restore Asphalt (soft cut - straight edges) | Cubic Foot | 0.0123 | 0 | \$ - | 12 | \$ 0.15 |
| 31 | Cut and Restore Concrete (soft cut - straight edges) | Cubic Foot | 0.0123 | 0 | \$ - | 0 | \$ - |
| Totals | | | | | \$ 53.96 | \$ 65.72 | |

Approved:

Contractor

EXHIBIT “F”

CONTRACTOR’S AFFIDAVIT

State of _____)

County of _____)

Contract Number 01, Project Number _____ dated _____

Between _____ (“Contractor”), and Troy Cablevision, Inc. d/b/a C Spire (“Company”) covering _____ (the “Project”).

Per Project # _____ I _____ do hereby depose and say that I am _____ of the above named Contractor and that from my own personal knowledge that all labor, bills for supplies, utilities and for all other things furnished or caused to be furnished by the above named Contractor and used in the execution of the Contract above described, have been fully paid, and that there are no unpaid claims or demands of subcontractors, suppliers, material men, mechanics, laborers or any other person or entity resulting from or arising out of any labor, materials or equipment provided to the Project or Work done or ordered to be done by said Contractor in connection with the Project. Contractor has submitted to Company all invoices pertaining to Work or to any Change Orders with respect thereto, and said Contractor hereby acknowledges that it has been paid in full all amounts due and owing under the Contract. Contractor further waives and releases any and all claims it has or may have against Company as a result of all labor, material, or equipment provided to or Work performed on the Project. Contractor also waives and releases any lien or claim of lien it has or may have against the Project.

Contractor further warrants and represents that all Federal and State payroll taxes and contributions for unemployment insurance, old age pensions, annuities and retirement benefits imposed or assessed under any provision of any law, state or Federal, and measured by wages, salaries, or any other remuneration paid by said Contractor to employees of its own subcontractors engaged in said Work, or in any operation incidental thereof, have been paid.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires:

_____ day of _____, 20____.

(Notary Public)

(SEAL)

EXHIBIT "G"

CONTRACTOR'S CHANGE ORDER FORM

Project Name:
Location:
Date:

Contract #:
Change Order #:

PO #:

Proposed Changes:

Timeframe For Changes & Effect On Overall Schedule:

Estimated Price Of Changes: \$

Original Contract Price: \$

Net Price of Prior Approved Change Orders: \$

New Contract Price If Current Change Order Approved: \$

This Change Order is:

Approved Not Approved

Signed:

Date:

Date:

Title:

Title:

Submitting Company Name

Receiving Company Name

EXHIBIT “H”
CONTRACTOR’S VENDOR SETUP INSTRUCTIONS

EXHIBIT “I”
CONTRACTOR’S DAILY WORK LOGS

EXHIBIT “J”

ADDITIONAL INSTRUCTION FOR CONTRACTORS

CHIEF INSPECTOR GUIDELINES

Your position as a Chief Inspector is vital to our team here at C Spire. The sacrifice you make as you spend time away from your family and home is very much appreciated.

1. SAFETY

We can't stress enough the importance of creating a safe working environment for everyone involved in the construction of C Spire. We do not believe in taking short cuts when it comes to safety on the Project site. It is your responsibility as the Chief Inspector to monitor the safety of the Project sites that you inspect. It is your responsibility to help all construction crews set up a safe working environment. In the rare event that you have a construction crew that is not willing to set up a safe working environment, you should contact your Project Manager immediately and no Work should be performed until the Project Manager has investigated the situation and given their approval. Below are some guidelines that will help you create a safe working environment for the installation of C Spire fiber. Never hesitate to call your Project Manager if you come across a situation that you feel is unsafe even if it might not be covered below.

a. SAFETY GEAR

- i. The Chief Inspector and all construction personnel must at all times wear high visibility safety apparel.
- ii. No Work should be performed without safety gear.

b. ROAD SIGNS

- i. Road Signs should be placed according to ALDOT standards in the appropriate spots relative to where job is being performed. A job being performed in a bend in the road or in a place of low visibility will require more signs and the possibility of flagmen than an area that is straight or has easier visibility.
- ii. No Work should be performed without signs.

c. FLAG MAN

- i. Whenever a directional boring technician is locating across a road, there should always be a flag man provided by the construction company.
- ii. Flag man should be extra careful to give clear and decisive signals in order to prevent an accident.

d. BLOCKING PART OF A ROAD

- i. Our Goal is to always keep the flow of traffic as smooth as possible.

- ii. Blocking part of a road is discouraged. However, there are a few areas in which we have to do so. Use extreme caution when doing so.
 - iii. All vehicles associated with the construction crew and the Chief Inspector should be parked on the same side of the road. This keeps those who are driving through the Project site from having to dodge obstacles on both sides of the road.
 - iv. Poorly parked/positioned trucks and equipment can and will cause those in the community to become frustrated as they attempt to drive through the Project site. This should be avoided at all times.
 - v. If trucks and equipment do not allow safe passage by commuters, then no construction should take place until the trucks and equipment have been placed in a safe position for commuters to pass by safely.
 - vi. Orange cones should be placed around all parked trucks and equipment. An area with a lot of traffic will require more cones than a rural area.
 - vii. Hazard lights should be visible at all times to all on-coming traffic.
- e. *LOCATES*
- i. Locates should be called in by the construction crew a minimum of two (2) days before any construction begins.
 - ii. The Chief Inspector should observe the Work area and note if utilities have been located.
 - iii. If utilities have not been located, then construction should NOT take place until the utilities are located or permission to proceed is given by the Project Manager.
 - iv. The color of the paint will signify what utility is underground at that location.
 - 1. Gas – yellow
 - 2. Water – blue
 - 3. Power – red
 - 4. Communication – orange
 - 5. Sewer - green
- f. *BORE PITS*
- i. All excavation must comply with OSHA at all times.
 - ii. No personnel is allowed in a pit 4' or deeper unless it has been properly sloped and/or shored to meet OSHA specifications to ensure the safety of all construction personnel.
 - iii. All bore pits should be coned off or fenced off with a safety net.
 - iv. Bore pits that are not covered should be backfilled before the construction crew leaves the Project site for the night.
 - v. If construction crew leaves an open/uncovered bore pit on their way from the Project site, the Chief Inspector should call and ask the construction crew to return immediately and close all bore pits properly. If they refuse, then notify your Project Manager immediately.

2. ATTITUDE

- a. *TOWARDS CONSTRUCTION CREW*
 - i. WORKING TOGETHER- Although you are the Company Representative on the Project site whenever the Project Manager is not there, we DO NOT condone the act of tyranny/rudeness. Common courtesy should be shown to all personnel.
 - ii. RESPECT- It is your responsibility as a Chief Inspector to help create a nice friendly and safe working environment. There's an old saying "you reap what you sow". If you are kind to your crew, they will return the favor.
 - iii. CALL- If you ever encounter an extremely rare situation of a construction crew being disrespectful to you, walk away and contact your Project Manager immediately.

- b. *TOWARDS COMMUNITY*
 - i. CURIOUS- Most people in the community that you are working in simply want to know what you are doing. It is ok to explain what the construction crew is about to do. However, you should NEVER tell a curious resident that we are bringing them fiber to the home or promise them faster service. If they are interested in our products, please have them contact your Project Manager and they will direct them to the right C Spire personnel.
 - ii. COURTESY- You are expected to always treat those in the community with the utmost respect and kindness. Regardless of their tone and demeanor to you, you are expected to always be kind and polite to them.

- c. *UPSET PROPERTY OWNER*
 - i. In the event you should come across a property owner who is upset because he/she believes that you are on their property.
 - 1. Always esteem the property owner as a friend. We are not here to make enemies.
 - 2. Retrieve your permits and construction drawing and try to explain to them that you are on the right-of-way.
 - 3. If the Property Owner still insists that you are on his/her property, then stop all construction and contact your Project Manager immediately.
 - 4. Your responses of "yes sir" and "yes ma'am" in a polite tone will help us to resolve the issue much sooner.

3. APPEARANCE:

- a. *CLEAN CLOTHES*- We expect you to start every work day with clean clothes.
- b. *PERSONAL HYGIENE*- We expect a Chief Inspector to shower and to pay attention to personal hygiene on a daily basis.

4. AVAILABLE ON PROJECT SITE

- a. No construction should begin without the Chief Inspector being present.

- b. The Chief Inspector should communicate with construction foreman in order to coordinate arrival time for each day.
- c. The Chief Inspector is expected to be on Project site during construction unless relieved or special arrangements have been made.
- d. It's impossible to document what you're not on site to see.

5. ACCURACY

- a. The Chief Inspector should have a very high interest in being accurate with their documentation.
- b. If an Chief Inspector is using a GPS unit, they should be sure to check the accuracy indicator on their unit to be sure that they are receiving an accurate position.
- c. If an Chief Inspector is not using a GPS unit, they should use a measuring wheel or tape measure. They should be sure to document if their measurements are from edge of pavement, back of curb, white line or center line of road.

6. AS-BUILT

- a. The as-built should reflect exactly what happened out in the field as the construction was taking place. It is very important that the Chief Inspector doesn't disregard any changes that were made in the field that differs from the construction drawings.
- b. The as-built should be legible, neat and done as professionally as possible.
- c. The as-built should be kept clean of dust, dirt and mud.
- d. The as-built should show a depth for every 30' installed.
- e. The as-built should show the correct location of a hand hole that was moved from original location on construction drawings.
- f. The Chief Inspector should be sure to have their as-built finished at the conclusion of the job.
- g. The Chief Inspector should give the finished as-built to the appropriate person as soon as possible. This will keep the as-built from being misplaced, damaged or completely lost.

7. CLEAN UP: No unit is complete until cleanup is complete!

- a. *A job is not finished until it is clean!* It's imperative that we maintain a friendly working relationship with each city we do construction in.
- b. Concerning bigger jobs, it is the Chief Inspector's responsibility to be sure that the construction crew is cleaning as they go. Whenever there are multiple areas on a bigger job needing attention, the Chief Inspector should confer with their Project Manager about shutting down the boring rigs. The Project Manager will give the Chief Inspector the yes or no to shut down boring rigs in order to clean up job.
- c. It is the Chief Inspector's responsibility to be sure that the construction crew cleans up and repairs every area that's been damaged by their equipment.
- d. It is the Chief Inspector's responsibility to make sure that the construction crew is not installing marker poles covered with mud.

- e. The Chief Inspector should be aware and not allow construction workers to leave coffee cups, coke bottles and snack wrappers scattered along the Project site. Also NO trash is to be placed in any excavation!

8. ALDOT Right-of-Way

- a. Alabama Department of Transportation (“ALDOT”) has the authority to shut down construction if the Project site is not operating according to their rules. The Chief Inspector should make sure that all of ALDOT requirements are fulfilled in order to avoid interruption of construction.
- b. All safety gear is a MUST. The Chief Inspector’s responsibility is to make sure that the construction crew is wearing the proper safety gear.
- c. Permits are a MUST in order to begin working on ALDOT right-of-way. The Chief Inspector should be sure that they and the construction crew understand what the permits are permitting us to do.
- d. Road signs are a MUST. A sign should be placed on both sides of the road at approximately 1500’, 1000’ and 500’ (*refer to ALDOT requirements*) before you get to where the workers are located.
- e. The Chief Inspector must refer to the ALDOT permit when working on ALDOT right-of-way. As far as ALDOT is concerned, our construction drawings are useless when we are working on ALDOT right-of-way.
- f. The Chief Inspector should verify that the running line was flagged correctly per the permit. Typically the running line will be in the back 5’ of the right-of-way and that cannot be changed without permission of ALDOT. Example, if the right-of-way on a ALDOT highway is 50’ from the center line of the road, then the construction crew is only allowed to bore (45ft- 50ft) from the center line of the road. The Chief Inspector should always be aware of all right-of-way changes because there could be many changes in a one mile stretch of road.
- g. No changes are allowed on ALDOT right-of-way without the approval of ALDOT. If the construction crew and/or the Chief Inspector runs into an unforeseen problem, the Chief Inspector should contact the Project Manager (even if the construction foreman says they did) and the Project Manager will instruct the Chief Inspector going forward.
- h. The Chief Inspector should be sure that all bore pits are backfilled before the crew leaves the Project site. No bore pit should be left open more than 10 hours in a day.
- i. If the construction crew leaves the Project site before handling all of their requirements, the Chief Inspector should call the construction foreman and ask them to return and properly shut down the Project site. If construction crew doesn’t return immediately, the Chief Inspector should immediately inform their Project Manager.

9. RAILROAD RIGHT-OF-WAY

- a. When on railroad right-of-way, some of the railroad companies will send a railroad inspector. The railroad inspector is the higher authority whenever they are present. The Chief Inspector and construction crew must abide by the railroad inspector’s instruction.

- b. Some railroad inspectors will have an orientation with the Chief Inspector and the construction crew.
- c. The Chief Inspector and construction crew will be asked to wear the following personal protection equipment (“PPE”).
 - i. Hard Hat
 - ii. Steel toe boots
 - iii. Reflective high visibility safety vest
 - iv. Blue Jeans
 - v. No shorts will be allowed
- d. Typically the construction crew will be asked to place a marker pole on each side of the railroad tracks.
- e. In some instances the railroad inspector will ask that no one cross the train tracks without them being present and gives you permission to cross.

10. DAMAGED UTILITY

- a. Although our construction crews take extreme caution not to disturb existing underground utilities, an accident will happen from time to time. Whenever an underground utility is damaged by one of the construction crews, the Chief Inspector should immediately begin to document the event by filling out a damage report. The construction foreman should immediately call the owner of whatever utility is damaged.
- b. PICTURES
 - i. The Chief Inspector should immediately begin to take pictures of the damaged area.
 - ii. The Chief Inspector should get pictures of the locate markings and in the same picture include the damaged area. Several pictures from different angles is encouraged.
 - iii. A damaged water line has the potential to cause a flood and cover any locate markings. Please move quickly.
- c. DAMAGE REPORT
 - i. The Chief Inspector should always have physical copies of damaged utility reports on the Project site.
 - ii. The Chief Inspector should document date, time, city, county, what kind of right-of-way, what was damaged, who damaged it, time of repair. (*See damage report for full list*).
 - iii. The Chief Inspector should call their Project Manager immediately after they have gathered enough information to fill out a damaged utility report.
 - iv. The Chief Inspector should remember that they are there to report what happened exactly as it happened. Falsifying any report will bring the Chief Inspector under the intense scrutiny of their Project Manager and will bring the Chief Inspector’s ability to perform the job accurately into question and might lead to more undesirable actions.

11. HAND HOLE INSTALLATION

- a. *POSITION OF HAND HOLE:*

- i. *PARRALLEL WITH ROAD* – The Chief Inspector should be sure that hand hole is installed perfectly parallel with the road. Crooked hand holes will be frowned upon and the Project Manager will ask for the hand hole to be re-installed properly.
- ii. *LAY OF THE LAND* – The Chief Inspector should be sure that hand holes are installed at the same angle/slope of the ground.
- iii. *FLUSH WITH GROUND* - The Chief Inspector should be sure that the hand hole is installed flush with the ground.
- iv. *NOT IN A DITCH* – The Chief Inspector should be aware of hand hole locations and avoid installing a hand hole in ditch or low lying area that collects water.

TYPICAL HAND HOLE INSTALLATION

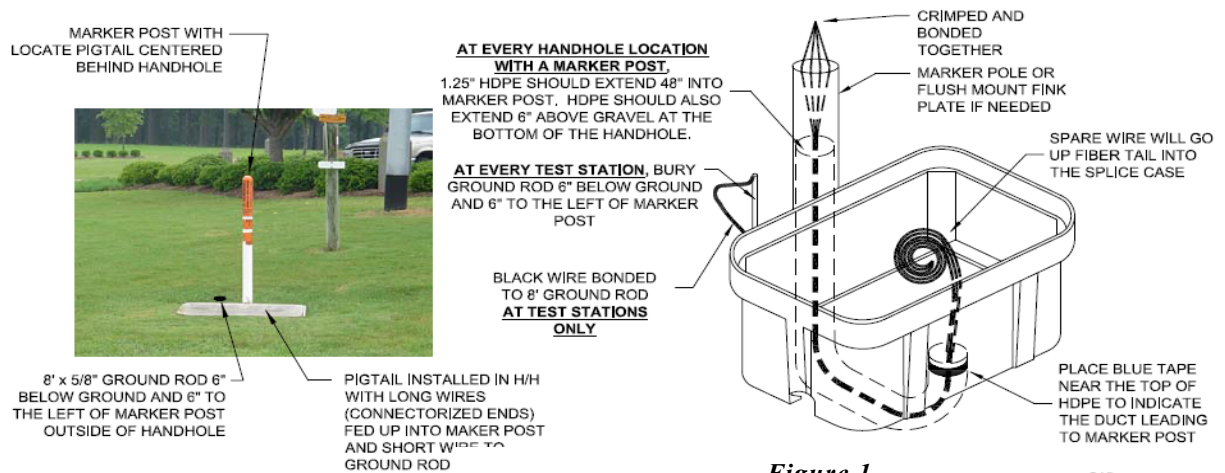


Figure 1

b. **HOW TO INSTALL HAND HOLE:**

- i. *TOP OF GRAVEL* – The Chief Inspector should be sure that the hand hole is installed on top of a minimum of six inches of washed rock. A minimum of six inches of rock should be on every side of the hand hole.
- ii. *MARKER POLE* – The marker pole should be placed in the center of the hand hole. A “J-pipe” should be installed in every hand hole even if it is not a test station.
- iii. *GROUND ROD* – If the hand hole calls for a ground rod, it should be installed six inches away from the centered marker pole. The ground rod should be installed six inches below the ground. *Be careful that the crew doesn't install ground rod into an existing utility.*
- iv. *BOLTS IN HH* – The Chief Inspector should check that the construction crew installed the bolts at the completion of the installation.

12. MARKER POLE INSTALLATION

- a. *TWO FEET DEEP* – The 6’ marker pole should be installed 24” deep. The installed height should be four feet (48”).
- b. *PIN IN* – The Chief Inspector should be sure that the construction crew installs the pin in the pre-drilled holes in the marker pole.
- c. *LEVEL* – The Chief Inspector should be sure that every marker pole is level/straight. The Project Manager will ask for crooked marker poles to be re-installed.
- d. *CLEAN* – The Chief Inspector should be sure that the new marker pole looks new after installation. The construction crew should remove any mud or debris and clean the marker pole after installation.
- e. *TEST STATION* – If marker pole is located at a hand hole that calls for a test station, the Chief Inspector should be sure that the construction crew removes pin from orange cap and that test wires are accessible at the top of the marker pole. (See figure 1)

13. UH-1 AT BUILDING ENTRY – Notice the placement of the ground rod in figure 2.

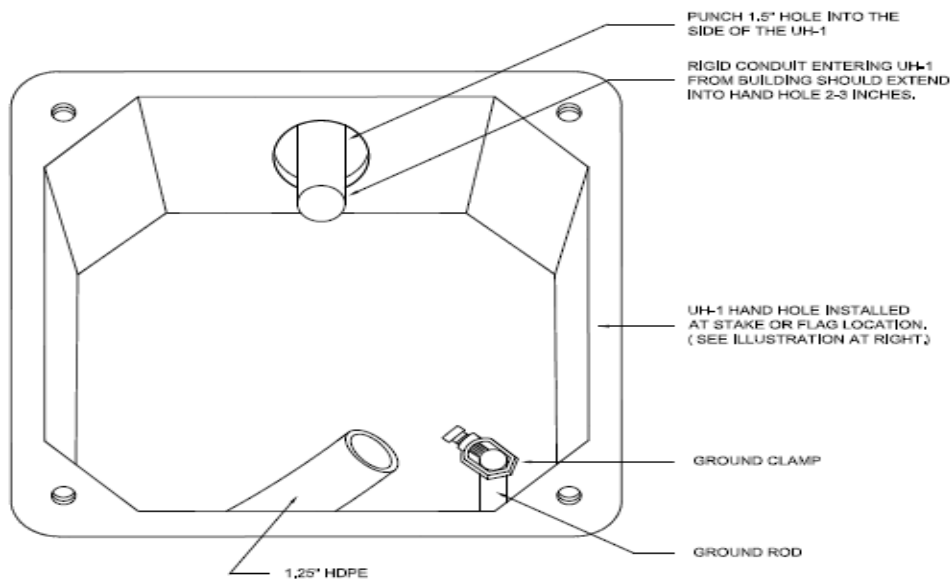


Figure 2

14. HOW TO FIELD A BORE

a. BEFORE BORE BEGINS

Pre-bore inspection is key for the Chief Inspector to be effective in the field. Properly starting a bore will increase accuracy and assurance that the bore will pass audit. This is the best time to find errors and make the necessary adjustments to ensure accuracy.

- i. **VERIFY STAKING OF RUNNING LINE** – The Chief Inspector should verify that the running line has been staked and that Contractor is set up to follow that running line.
- ii. **TWO FEET OF FLAGS** – The Chief Inspector should keep the construction crew within 2 feet of flags. (This is very important concerning future builds.)

- iii. PROPERTY LINES
 - 1. FRONT OF HOUSE – The Chief Inspector should discourage the boring crew from excavating directly in front of someone’s home.
 - 2. PROPERTY LINES – The Chief Inspector should encourage the construction crew to move the proposed bore pit to a property line.
- b. SHOOT INTO A BORE PIT – Every bore should begin with the boring crew shooting into a bore pit at the beginning and the ending of a bore. Any deviation needs to be approved by your Project Manager.
- c. DEPTHS EVERY THIRTY FEET – The Chief Inspector should record the depth of the bore every 30 feet beginning at the point where the bore reaches forty inches and to where the bore ends at forty inches.
 - i. BORE DEPTH: C Spire’s policy is that every bore should be executed at a depth between forty inches and eight feet. If a particular area has existing utilities that requires the bore to go deeper than eight feet, the Chief Inspector should do the following:
 - 1. Make sure the boring crew returns the bore to between forty inches and eight feet as soon as possible.
 - 2. The Chief Inspector should document on the as-built why the construction crew exceeded the eight foot depth limit.
 - ii. USE STATION NUMBERS FOR ACCURACY – The Chief Inspector should not rely on their measuring wheel for every 30 feet. The Chief Inspector should use the station numbers on the drawings to determine where to record the depth every 30 feet... *Example - where the bore begins and reaches depth (4’) that should be where the station number begins. Let’s say that the station number there is (1+00). Instead of the Chief Inspector rolling their measuring wheel 30’ to record their next depth, the Chief Inspector should find something on the construction drawing and measure forward or backward to find the accurate location of their next depth. Seeing that our bore began at (1+00) our next recorded depth should be at (1+30). Let’s say that there is a power pole at (1+37) then the Chief Inspector should go to that power pole and measure back seven feet to (1+30) and record their depth there.*
 - iii. BORE WILL BE AUDITED – After every job is complete, C Spire will send out auditors to assure that fiber is placed according to C Spire guidelines. Whenever a C Spire auditor comes out to the field and check depths, they will use the method in the above example. If they want to check the depth at (1+30) they will find the power pole at (1+37) and measure back seven feet and locate the fiber in that location.

15. REPORTING DAILY FOOTAGES

- a. On a daily basis the construction crew will be paid the footage as it appears on the construction drawings unless a major bust is found in the measurements. Example, on sheet one the stations run from 0+00 to 13+10 and the construction crew begins a bore in the middle of the drawing. The Chief Inspector should assign a station reading to the

beginning (6+10) and end (11+20) of the bore and use those numbers (510 feet) to report footages on a daily basis.

- i. The Chief Inspector should pick out a pole, fire hydrant or meter box with a station assigned and measure to the start of the bore to assign a station number. Doing it this way eliminates arguments over the length of the bore (wheeled, taped, or number of drill rods).
 - ii. By using the above method, it covers the Chief Inspector in the event someone goes on site and checks a depth. The auditor will try to locate a place to check a depth and the Chief Inspector wants to make sure the auditor checks the depth in the same location they checked or reported a depth.
 - iii. The Project Manager will correct any discrepancies when the fiber is placed.
 - iv. A daily report should consist of the following: date, footage with station numbers, footage category (Urban, Suburban or Rural), (number of hand holes, ground rods, test stations, marker poles), footage of fiber install, what type of fiber installed (12ct, 24ct, 48ct, 144ct, 288ct) and number of DTS' are some of the things the Chief Inspector will include in a daily report.
- b. *EMAIL OR TEXT*
- i. The Chief Inspector will find it to their advantage to store all of their reports electronically but this is not required. The Project Manager and the On-Site Inspection will work out the best method to report the daily results.
- c. *PHONE CALL*
- i. A Project Manager might want you to call them and give them your daily report.
 - ii. The Project Manager who prefers a phone call will inform the Chief Inspector of the best time to call them with the report.

16. **CEMENT/ASPHALT CUT AND RESTORE**

- a. The Chief Inspector should measure cement/asphalt removal in square feet. *(Length X width = square feet)*
- b. The Chief Inspector should NOT report the square footage until the restoration is complete. Contractor will be paid for the section removed and not deducted for the HH lid. Example, if the construction crew cut out a section 4'X5' we pay 20 square feet even through the lid covers part of the restoration.

17. **SOD INSTALLATION**

- a. The Chief Inspector should measure and report any approved SOD installation.
- b. The Chief Inspector should report SOD installation in square yards. *[(Length X width = square feet) divided by 9 = square yards]*
- c. Example. If you measure the area of installation 12' long and 6' wide. *[(12X6=72sq ft) (72/9= 8 square yards)]*

18. **CHIEF INSPECTOR COMPENSATION**

- a. *FULL DAY* – Whenever the Chief Inspector works more than 5 hours, they will be paid for a full day.

- b. *HALF DAY* - Whenever the Chief Inspector works less than 5 hours, they will be paid for a half day.
- c. *RAIN DAY*
 - i. If it should begin to rain after 12:00pm, then the Chief Inspector will be paid for a full day. *(The construction crew will be charged a full day against their deadline.)*
 - ii. If it should begin to rain before 12:00pm after the Chief Inspector and construction crew have begun to Work and the rain causes all Work to come to a halt for the entire day, then the Chief Inspector will be paid half a day. *(The construction crew will not be charged for that day. It will be reported as a delay day.)*

19. **FIBER INSTALLATION**

It is extremely important that the Chief Inspector and construction foreman observe the construction drawings carefully regarding fiber installation. Installing the wrong fiber whenever everything is clearly laid out on the construction drawings will be frowned upon by your Project Manager. The Chief Inspector should never assume that the construction foreman is always right. C Spire is investing in an Chief Inspector to help prevent overlooks and mistakes. Fiber is very expensive and should be treated valuably by the construction crew.

- a. **UNDERSTAND** - The Chief Inspector should study the construction drawings until they comes to an understanding of which fiber goes where. Most jobs will use several different sizes of fiber within its fiber route.
- b. **INVESTIGATE REEL** – It is crucial that the Chief Inspector investigate the fiber reel before the fiber crew begins to install. The Chief Inspector should note if the numbers on the reel is counting up or down.
 - i. When several reels are used during a bigger install the reels will typically be given a letter and a number (A-74) for identification.
 - ii. Great amount of time goes into the calculation of fiber usage during fiber installation. Therefore, the Chief Inspector should NEVER use a fiber reel in a location that it was not meant for. The Chief Inspector should contact their Project Manager if they comes to a situation in which they believes there is a discrepancy or an error with the fiber.
- c. **INSTALLATION**
 - i. The Chief Inspector should monitor the fiber installation. The Chief Inspector should watch that the fiber is not stretched or bent in a way that will cause harm to the fiber. The Chief Inspector should be careful to watch for kinks. If a kink in the fiber happens, installation should be immediately paused and fiber should be inspected for damage.
 - ii. **OVERNIGHT ON GROUND** – The Chief Inspector should be sure to inform the fiber crew that it is against C Spire policy to leave uninstalled fiber laying on the ground overnight. If equipment failure should happen during install in the evening, the Chief Inspector should contact their Project Manager for instructions on how to proceed.
- d. **FIBER NUMBERS**

- i. The Chief Inspector should record the fiber numbers coming in and going out at every hand hole. Whenever the fiber crew is finished at each hand hole, the Chief Inspector should ask to see the numbers on the fiber coming in and going out of the hand hole.
- ii. The Chief Inspector should subtract the numbers to be sure that they have the requested amount of slack that's on the construction drawings.
- iii. Whenever the fiber crew has successfully installed fiber in two (2) consecutive hand holes, the Chief Inspector should subtract the number coming out of the first hand hole with the number going into the second hand hole. The difference of these two (2) fiber numbers should be very close to the difference of the two (2) hand holes' station numbers on the construction drawings. If the difference of the fiber numbers and the station numbers are not even close, then an error has been made. The error should be reported to the Project Manager on the next daily report.
- e. **BOLTS**
 - i. The Chief Inspector should inform the fiber crew to be sure to replace the bolts in the hand hole after they complete fiber installation in that hand hole.
 - ii. The Chief Inspector should check behind the fiber crew to be sure that the crew is putting the bolts back in the hand holes.

20. DTS INSTALLATION:

- a. **H-FRAME OUTSIDE OF FENCE**
 - i. **MARKER POLE A MINIMUM OF 6' FROM H-FRAME** – Whenever the construction drawing calls for a DTS, the Chief Inspector should be sure that the marker pole is installed a minimum of 6' from the H-frame. The location of the marker pole doesn't matter, as long as it's a minimum of 6' away from H-frame.
 - ii. **STRIP BACK WIRE** – Once the 12ct reaches the "tee" installed at bottom of marker pole, the locate/ground wire should be stripped back and run up the marker pole and should be accessible at the top of marker pole. *(See figure 3)*
- b. **H-FRAME INSIDE OF FENCE**
 - i. **HAND HOLE OUTSIDE OF FENCE** - The construction crew should install a hand hole and water box according to the construction drawings.

DTS MARKER POLE INSTALLATION

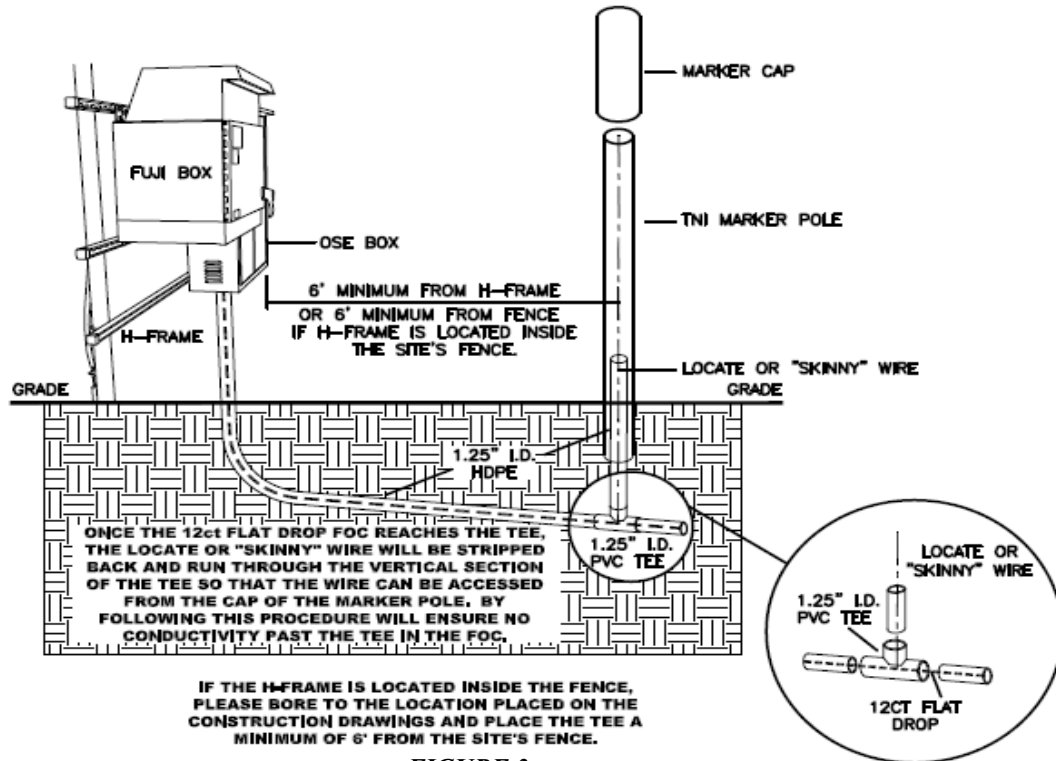


FIGURE 3

21. CHIEF INSPECTOR TIPS

- a. Take pictures before and after.
- b. Add totals as you go.
- c. Keep a running weekly total of footages.
- d. Redline as you go.
- e. Buy a smart phone!
- f. Use a separate set of drawings for redlines.
- g. Work ahead and not from behind.
- h. Ask politely.
- i. Respect everyone.
- j. Communicate with job foreman frequently.
- k. Call your Project Manager any time you are not sure about something.

PHONE NUMBERS

1. _____

22. _____

2. _____

23. _____

3. _____

24. _____

4. _____

25. _____

5. _____

26. _____

6. _____

27. _____

7. _____

28. _____

8. _____

29. _____

9. _____

30. _____

10. _____

31. _____

11. _____

32. _____

12. _____

33. _____

13. _____

34. _____

14. _____

35. _____

15. _____

36. _____

16. _____

37. _____

17. _____

38. _____

18. _____

39. _____

19. _____

40. _____

20. _____

21. _____

EXHIBIT “K”

**PROPOSAL SCHEDULE OF LABOR RATES FOR
EXTRA WORK AND WORK ORDERS**

Contractor shall list individual classifications and current rates for which Company shall be billed for Work Orders and Extra Work. Labor billings for Work Orders and Extra Work shall be limited to the classifications and rates listed on the schedule.

HOURLY RATE

| <u>Classification</u> | <u>Standard</u> | <u>Overtime</u> |
|------------------------------|------------------------|------------------------|
|------------------------------|------------------------|------------------------|

Notes: 1. The rates listed above shall be charges for labor costs and shall include applicable insurance, union dues, taxes and benefits, and provide for overtime, overhead including allowances for holidays, sick leave and bad weather conditions, profit and supervision.

Office personnel (i.e., office manager, timekeeper, parts person, etc.) and all personnel higher than a foreman will be considered overhead and supervision.

Personnel shall be paid for actual on-site Work time.

Attach extra sheets, as necessary.

Date: _____

By: _____

Title: _____

EXHIBIT “L”

**PROPOSAL SCHEDULE OF EQUIPMENT RATES FOR
EXTRA WORK AND WORK ORDERS**

Contractor shall list individual classifications and current rates for all equipment to be used for which Company shall be billed for Work Orders and Extra Work. Equipment billings for Work Orders and Extra Work shall be limited to the classifications and rates listed on the schedule. Designation shall be made of items owned and non-owned.

| <u>Classification</u> | <u>RATE</u> | | | |
|-----------------------|---------------|--------------|---------------|----------------|
| | <u>Hourly</u> | <u>Daily</u> | <u>Weekly</u> | <u>Standby</u> |
| <u>Overtime</u> | | | (per hr.) | |

Notes: 1. The rates attached hereto shall be charges to be made for the use of equipment on a fully maintained basis, exclusive only of operating labor, but expressly including all fuel, grease, supplies, repair labor, taxes, license fees, rentals, supervision, overhead and profit and all other costs incident to the use of equipment to be furnished by Contractor.

Standby rate is utilized when Company requires contractor equipment to be present for anticipated use on the Project site. When equipment on standby rate is actually utilized the applicable “in use” rate for such equipment will be as published above. No more than 8 hours standby time shall be paid for each calendar day in which equipment is in standby status.

Equipment rate shall be paid for actual on-site Work time.

Any transportation time allowed on the Change Order of Work Order shall be paid at the “standby” rate.

List only those items contemplated to be used on this particular project. Attach extra sheets, as necessary.

Date: _____ **By:** _____

Title: _____

EXHIBIT “M”

CONTRACTOR I-9 COMPLIANCE AGREEMENT

Troy Cablevision, Inc. d/b/a C Spire (“Company”) has contracted with _____ (“Contractor”) to provide services, and in doing so, Company and Contractor agree as follows:

1. Compliance with Federal, State, and Municipal Laws. Contractor will comply with all Federal, state, and municipal laws and regulations relating to the performance of its duties hereunder including, but not limited to, those laws and regulations concerning wage and hours, payment of taxes, laws prohibiting discrimination and harassment, and compliance with the requirements of the Immigration Reform and Control Act of 1986, as amended (the “Act”).
2. Acknowledgement of Compliance. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Act, including, but not limited to, provisions of the Act: (a) prohibiting hiring and continued employment of unauthorized aliens; (b) requiring verification and recordkeeping with respect to identity and eligibility for employment; and (c) prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status.

Contractor specifically agrees that it will certify to Company on an annual basis, or as requested by Company, in writing that Contractor is in compliance with all I-9 requirements with respect to each and every Contractor employee. By entering into this Agreement, Contractor certifies that all personnel that are being used or will be used to perform services pursuant to this Agreement are authorized to legally work in the United States.
3. Maintenance of Records. Contractor is responsible for the creation and retention of all employment records or documents required by law, including, but not limited to: (a) time and payroll records for all employees of Contractor performing labor for Company; and (b) Employment Eligibility Verification Form I-9 for all Contractor employees working on Company’s premises.
4. Work Performed by Authorized Individuals. Contractor will not allow any of its agents or employees to perform services for Company or enter upon Company’s premises unless said persons are authorized to work according to the laws of the United States.
5. Indemnity. Contractor agrees to indemnify and hold Company harmless from any and all liability, costs, and expenses (including reasonable attorneys’ fees) arising directly or indirectly out of Contractor’s failure to comply with the Act and the immigration laws and regulations of the United States.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have entered into this Contractor I-9 Compliance Agreement effective as of the last date signed by the Parties set forth below.

Troy Cablevision, Inc. d/b/a C Spire

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “N”

STORM WATER PREVENTION PLAN

Storm Water Prevention Plan will be determined by the jurisdiction having authority, for the construction permit. All issued permits will address the requirements set forth within the permit documentation.

EXHIBIT "O"

FEDERAL GRANT PROVISIONS

I. COMPLIANCE PROVISIONS

A. Equal Employment Opportunity.

During the performance of this Contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, 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. 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) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

- (4) 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' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) 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.
- (6) 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.
- (7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and 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 Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) Contractor will include the portion of the sentence immediately preceding Paragraph (1) and the provisions of Paragraphs (1) through (8) 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 Contractor. 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, Contractor may request

the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: *Provided*, that if Contractor is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under this Contract.

Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is

employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in Paragraph (1), in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Paragraph (1).

(3) Withholding for unpaid wages and liquidated damages –

i. *Withholding process.* Company may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section of the Contract, any other Federal contract with the same prime contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act (“CWHSSA”) that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the Contractor under this Contract, any other Federal contract with the same prime contractor, or any other Federally assisted contract that is subject to the CWHSSA and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.2(a)(2)(1) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;

- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. §§ 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in Paragraphs (1) through (5) of this Section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in this part;
- ii. *Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;*
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- iv. Informing any other person about their rights under CWHSSA or this part.

In addition, the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security

number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this Section must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOC, NTIA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

C. Davis-Bacon Act.

Contractor, and its subcontractors, if any, shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148), and supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor acknowledges, and will require any subcontractors to acknowledge, that it has reviewed the applicable prevailing wages specified in a wage determination made by the Secretary of Labor and accepts said wage determination.

D. Clean Air Act and Federal Water Pollution Control Act.

"Clean Air Act"

- (1) Contractor, and its subcontractors, if any, agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), as amended, including Executive Order 11738 (38 FR 25161).
- (2) Contractor, and its subcontractors, if any, agree to report each violation to Company and understands and agrees that Company will, in turn, report each violation as required to assure notification to NTIA and DOC, and the appropriate Environmental Protection Agency ("EPA") Regional Office.

"Federal Water Pollution Control Act"

- (1) Contractor, and its subcontractors, if any, agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. §§ 1251, *et seq.*), as amended, including Executive Order 11738 (38 FR 25161).

- (2) Contractor, and its subcontractors, if any, agree to report each violation to Company and understands and agrees that the Company will, in turn, report each violation as required to assure notification to NTIA and DOC and the appropriate EPA Regional Office.

E. Procurement of Recovered Materials.

In the performance of this Contract, Contractor, and its subcontractors, if any, shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired —

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Contractor, and its subcontractors, if any, also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Contractor, and its subcontractors, if any, shall comply with 2 C.F.R. § 200.216, as applicable. As such, Contractor, and its subcontractors, if any, are prohibited from obligating or expending funds received from Company to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company,

or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

G. Domestic Preferences for Procurements.

As appropriate, and to the extent consistent with law, Contractor, and its subcontractors, if any, should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. 2 C.F.R. § 200.321 provides that: “*Produced in the United States*” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “*Manufactured products*” mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Secure and Trusted Communications Networks Act.

Neither Contractor, nor its subcontractors, if any, may use grant funds received under the Middle Mile Grant Program to purchase or support any covered communications equipment or service (as defined in Section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608)).

I. Contracting with Small and Minority Businesses, Women’s Enterprises, and Labor Surplus Area Firms.

Contractor, and its subcontractors, if any, shall take all necessary affirmative steps described in 2 C.F.R. § 200.321 to utilize minority businesses, women’s business enterprises, and labor surplus area firms when possible.

J. The Copeland Anti-Kickback Act.

Contractor, and its subcontractors, if any, shall comply with all provisions of the Copeland Anti-Kickback Act (18 U.S.C. § 874), as applicable, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up part of their compensation under an employment contract.

K. Executive Order 13043.

Contractor, and its subcontractors, if any, are encouraged to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles, throughout the term of the Contract.

L. Protection of Whistleblowers.

Contractor is afforded all rights, remedies, and whistleblower protections under 41 U.S.C § 4712 (Protections for Whistleblowers). Contractor, and its subcontractors, if any, will inform their respective employees in writing, in the predominant native language of its workforce, of their rights and remedies under 41 U.S.C § 4712 (Protections for Whistleblowers).

M. Disclosure of Violations of Federal Criminal Laws.

In accordance with 2 C.F.R. § 200.113, Contractor, and its subcontractors, if any, must disclose, in a timely manner, in writing to Company all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the NTIA and DOC grant award received by Company, being NTIA Award No. 28-40-MM712, so that Company may timely disclose such violations to NTIA and DOC.

N. Applicable Environmental Requirements.

Contractor acknowledges, and shall cause its subcontractors to acknowledge, if any, that it is Contractor's responsibility to read, understand, and comply with all Federal and State environmental laws, regulations, Executive Orders, rules and standards to the extent such laws, regulations, Executive Orders, rules and standards may be applicable to Contractor and or its subcontractors under this Project. Such environmental laws, regulations, Executive Orders, rules and standards, include, but are not limited to, the following:

- (1) The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321, *et seq.*), as amended, including Executive Order 11514;

(2) Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C §§ 470f, *et seq.*), as amended; and

(3) Any other Federal law or Executive Order listed in the DOC Financial Assistance Standard Terms and Conditions (November 12, 2020), as amended.

Link: <https://www.commerce.gov/oam/policy/financial-assistance-policy>.

O. Rights to Inventions Made Under a Contract or Agreement.

Contractor, and its subcontractors, if any, shall comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by DOC, as applicable.

P. Build America, Buy America Act.

Contractor, and its subcontractors, if any, shall comply with all domestic content procurement preferences and other requirements to the extent applicable, specifically including the requirements that all fiber optic glass and fiber optic cable used in the Project be produced in the United States, pursuant to the Investment and Jobs Act, 2021, Pub. L. No. 117-58, 135 Stat. 429 (Nov. 15, 2021), including the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52 (“BABA”), as well as guidance provided by Memorandum for Heads of Executive Departments and Agencies, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, Executive Office of the President, Office of Management and Budget (April 18, 2022) (OMB M-22-11).

Please note that NTIA has waived the Buy America domestic content procurement preference requirement for all iron, steel, manufactured products, and construction materials used in connection with this Project, with the exceptions of fiber optic glass and fiber optic cable. *See* Limited Applicability Nonavailability Waiver of the Buy America Domestic Content Procurement Preference as Applied to Recipients of Middle Mile Grant Program Awards, which was issued by the Assistant Secretary of Commerce for Communications and Information on April 18, 2023 and is accessible at: <https://www.commerce.gov/oam/build-america-buy-america>.

Q. Unanticipated Discoveries.

Contractor, and its subcontractors, if any, shall comply with the procedures outlined below, in addition to applicable Federal, State, and local laws, in the event that a cultural resource is discovered.

(1) Recognizing Cultural Resources.

A cultural resource discovery could be prehistoric or historic and includes archeological materials and human remains. Examples may include the following:

- An accumulation of shell, burned rocks, or other food related materials;
- Bones or small pieces of bone;
- An area of charcoal or very dark stained soil with artifacts;
- Stone tools or waste flakes (i.e., an arrowhead, or stone chips);
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years; and
- Buried railroad tracks, decking, or other industrial materials.

When in doubt, it will be assumed that the discovered material is a cultural resource.

(2) On-Site Responsibilities

STEP 1: STOP WORK. If any employee, contractor or subcontractor believes that he or she has uncovered any cultural resource at any point in the project, all Work adjacent to the discovery must stop. The discovery location should not be left unsecured at any time.

STEP 2: NOTIFY MONITOR. If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow its provisions.

STEP 3: NOTIFY PROJECT MANAGEMENT: Project Manager or their designee will make all other calls and notifications.

If at any time human remains are uncovered, they are to be treated with dignity and respect at all times. The remains will be covered with a tarp or other available material and are not to be covered with soil or rocks. This is for temporary protection to shield them from being photographed. The media is not to be notified or spoken to about the discovery of human remains.

(3) Further Contact and Consultation

A. Project Manager's Responsibilities:

- Protect Find: The Project Manager is responsible for taking appropriate steps to protect the discovery site. All Work will stop in an area adequate to provide for the total security, protection, and integrity of the resource. Vehicles, equipment, and

unauthorized personnel will not be permitted to traverse the discovery site. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological/cultural material as set forth herein.

- Direct Construction Elsewhere On-site: The Project Manager may direct construction away from cultural resources to work in other areas prior to contacting the concerned parties.
- Contact Local Programs Archaeologist: If the Local Programs Archaeologist has not yet been contacted, the Project Manager will do so.

If human remains are discovered on Federal or Tribal lands, then: stop all activity that may disturb the remains; immediately notify law enforcement or the district medical examiner; leave the bones and nearby items in place; and contact the County Coroner. The County Coroner will examine the remains within two (2) working days, if he or she determines that the remains are Native American, they will notify the Native American Heritage Commission within 24 hours. The Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 governs the return of Native American remains, funerary objects, sacred objects, and objects of cultural patrimony. NAGPRA applies to Federal or Tribal lands and requires Federal agencies and Native American Indian Tribes to protect Native American human remains or cultural items.

B. Local Programs Archaeologist Responsibilities:

- Identify Find: The Local Programs Archaeologist will ensure that a qualified individual examines the find to determine if it is archaeological.
- If it is determined not archaeological, Work may proceed with no further delay.
- If it is determined to be archaeological, the Project Manager will continue with notification.
- If the find may be human remains or funerary objects, the Project Manager will ensure that the Alabama Historical Commission (AHC) State Physical Anthropologist examines the find. If it is determined to be human remains, the procedure will be to notify AHC and Local Law Enforcement Agencies.

(4) Proceeding With Construction

Project construction outside the discovery location may continue while documentation and assessment of the cultural resources proceed. The Local Programs Archaeologist whether it be

from AHC, a Tribe, or another professional consultant, must determine the boundaries of the discovery location. In consultation with AHC and affected Tribes, the Project Manager and the Local Programs Archaeologist will determine the appropriate level of documentation and treatment of the resource. The Federal agency(s) will make the final determinations about treatment and documentation.

Construction may continue at the discovery location only after the process outlined herein is followed and the Local Programs Archaeologist (and the Federal agency(s)) determines that compliance with all Federal and State laws has been completed.

R. Civil Rights and Nondiscrimination Compliance.

Contractor, and its subcontractors, if any, hereby acknowledge, that no person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance, which includes this Project. As such, Contractor, and its subcontractors, if any, shall comply with the nondiscrimination requirements set forth in the following legal authorities, to the extent applicable, and hereby acknowledge that failure to do so may result in the cancellation of the Contract with Contractor and/or recoupment of any funds already disbursed to Contractor:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) and DOC implementing regulations, published at 15 C.F.R. Part 8;
- (2) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*);
- (3) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*);
- (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations, published at 15 C.F.R. Part 8b;
- (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), and DOC implementing regulations, published at 15 C.F.R. Part 20;
- (6) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*;
- (7) Parts II and III of Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319), which requires that federally assisted construction contracts incorporate and fulfill the nondiscrimination provisions of §§ 202 and 203 of Executive Order 11246 and

Department of Labor regulations implementing Executive Order 11246 (41 C.F.R. § 60-1.4(b)).;

- (8) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (65 Fed. Reg. 50121);
- (9) Executive Order 13798, Promoting Free Speech and Religious Liberty, and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants and Executive Order 13798 (January 16, 2020); and
- (10) Any other applicable non-discrimination law(s).

II. CERTIFICATIONS

A. Certification Regarding Debarment and Suspension.

Instructions for Lower Tier Participant Certification

a. By submitting this proposal and accepting federal funding, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 C.F.R. Parts 180, 1200, and 1326.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 C.F.R. Parts 180, 1200, and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 C.F.R. Parts 180 and 1200.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

a. The prospective lower tier participant certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Certification Regarding Lobbying.

Contractor shall submit the certification below to Company as required by 31 U.S.C. § 1352.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- (3) The undersigned will require that the language of this certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.
- (4) The undersigned will file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the undersigned pursuant to Paragraph (2) above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Signature Page to Follow]

By signing below, _____ (the “Contractor”) provides certifications, assurances, and representations for (1) the Certification Regarding Debarment and Suspension; and (2) the Certification Regarding Lobbying. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

(CONTRACTOR)

By: _____

Witness: _____

_____, _____
Print Name and Authorized Agent Title

_____, _____
Print Name and Authorized Agent Title

Contacting Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

EXHIBIT "P"

MONTHLY SUBCONTRACTOR REPORT FORM

Troy Cablevision, Inc., dba C Spire
 Middle Mile Broadband Infrastructure Grant (MMG) Program for Connect Alabama Project
 Network Construction Services RFP, Subcontractor Reporting
 RFP Number: MMG112624_Construction Services

Respondent Name:

* This report must be completed and emailed to tc-grantsupport@cspire.com in its entirety by the 5th calendar day of each month.

| A. Subcontracted Entities Information | | | | | |
|---|--|--|--------|---|--|
| <p>As stated in the MM NOFO, if a recipient has not provided a certification that a project either will use a unionized project workforce or included a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158 (f)), then the recipient must provide a project workforce continuity plan.</p> <p>Please provide the name(s) below of any subcontracted entities performing work on the project, and the total number of workers employed by each entity.</p> | | | | | |
| Name of Subcontracting Entity Performing Work | Total Number of People within this Subcontract | Job Categories of Workers Supporting Project within this Subcontract | Active | Please describe below the steps taken to ensure that workers on the project receive wages and benefits sufficient to secure an appropriately skilled workforce in the context of the local and regional labor market. | |
| SUBCONTRACTED ENTITY | | | | | |
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EXHIBIT "Q"

MONTHLY WORKFORCE REPORT FORM

Troy Cablevision, Inc., dba C Spire
Middle Mile Broadband Infrastructure Grant (MMG) Program for Connect Alabama Project
Network Construction Services RFP, Workforce Reporting
RFP Number: MMG112624_Construction Services

* This report must be completed and emailed to tc.grantsupport@cspire.com in its entirety by the 5th calendar day of each month.

| A. GENERAL INFORMATION | |
|--|--|
| Recipient Organization: | TROY CABLEVISION, INC. DBA C SPIRE |
| Recipient Street Address: | 1006 S. BRUNDIDGE STREET |
| City, State, and Zip Code: | TROY, AL 36081-3121 |
| Email: | tc.grantsupport@cspire.com |
| Contract Organization: | |
| Contract Street Address: | |
| City, State, and Zip Code: | |
| Name and Title of Person Completing Report: | |
| Project Identification Number: | |
| Report Date (MM/DD/YYYY): | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Final Report: | |
| Report Period Start Date (MM/DD/YYYY): | |
| Report Period End Date (MM/DD/YYYY): | |
| Email and Phone No. of Contact: | |

| B. Workforce | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------------|-----------------|-------|---------------------------|-------------------------------------|-------|----------------------------------|-------------------|-------|---------------------------|-------------------------------------|-------|----------------------------------|--------|----|-------------------|--------------------|--|--|--|--|--|--|-------------------------|--|--|--|--|--|--|---|-----|-------|---|-------|---------------------------|-------------------------------------|-------|----------------------------------|-------------------|-------|---------------------------|-------------------------------------|-------|----------------------------------|-------------------|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|------------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| DAVIS-BACON ACT CERTIFICATION | <p>For projects receiving over \$5,000,000 (based on expected total cost), as determined by the U.S. Secretary of Labor by subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing.</p> <p>Davis-Bacon Act Certification</p> <p>Does the recipient have access to the information requested (all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing?)</p> <p style="text-align: center;">Yes <input type="checkbox"/> No <input type="checkbox"/></p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOCAL HIRE PRIORITIZATION AND IMPACT | <p>Local Hire Prioritization and Impact</p> <p>Local hiring is a goal or requirement to hire people who live close to the place of work. This aim is often more specifically structured as a requirement for contractors awarded certain types of publicly funded projects to recruit a certain proportion of the people working on the project from a particular area. Please provide all direct hires and contractors supporting the MM Infrastructure project.</p> <p>Please use the table below to describe how the project prioritizes local hiring.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="3">Hires by Race, Ethnicity and Gender</th> <th colspan="14">Number of Hires</th> <th rowspan="3">Totals</th> </tr> <tr> <th colspan="7">Hispanic or Latino</th> <th colspan="7">Non-Hispanic/Non-Latino</th> <th rowspan="2">X</th> </tr> <tr> <th>Men</th> <th>Women</th> <th>X</th> <th>White</th> <th>Black or African American</th> <th>Native Hawaiian or Pacific Islander</th> <th>Asian</th> <th>Native American or Alaska Native</th> <th>Two or More Races</th> <th>White</th> <th>Black or African American</th> <th>Native Hawaiian or Pacific Islander</th> <th>Asian</th> <th>Native American or Alaska Native</th> <th>Two or More Races</th> </tr> </thead> <tbody> <tr> <td>Number of Local Direct Hires</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Number of Non-Local Direct Hires</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Percentage of Local Direct Hires on Award</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> </tr> <tr> <td>Number of Local Subcontractors</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Number of Non-Local Subcontractors</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> <td>0</td> </tr> <tr> <td>Percentage of Local Subcontractors on Award</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> <td>0%</td> </tr> </tbody> </table> | Hires by Race, Ethnicity and Gender | Number of Hires | | | | | | | | | | | | | | Totals | Hispanic or Latino | | | | | | | Non-Hispanic/Non-Latino | | | | | | | X | Men | Women | X | White | Black or African American | Native Hawaiian or Pacific Islander | Asian | Native American or Alaska Native | Two or More Races | White | Black or African American | Native Hawaiian or Pacific Islander | Asian | Native American or Alaska Native | Two or More Races | Number of Local Direct Hires | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Number of Non-Local Direct Hires | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Percentage of Local Direct Hires on Award | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | Number of Local Subcontractors | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Number of Non-Local Subcontractors | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Percentage of Local Subcontractors on Award | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Hires by Race, Ethnicity and Gender | Number of Hires | | | | | | | | | | | | | | Totals | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Hispanic or Latino | | | | | | | Non-Hispanic/Non-Latino | | | | | | | | X | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Men | Women | X | White | Black or African American | Native Hawaiian or Pacific Islander | Asian | Native American or Alaska Native | Two or More Races | White | Black or African American | Native Hawaiian or Pacific Islander | Asian | Native American or Alaska Native | | | Two or More Races | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Local Direct Hires | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Non-Local Direct Hires | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Percentage of Local Direct Hires on Award | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Local Subcontractors | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Non-Local Subcontractors | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Percentage of Local Subcontractors on Award | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT R

CONTRACTOR SIGNAGE

Project funded by
President Joe Biden's
Bipartisan Infrastructure Law

**INVESTING IN
AMERICA**



**CONNECT
ALABAMA**

**INTERNET
FOR ALL**

EXHIBIT "R"

DAILY PROGRESS AND INSPECTION FORMS

Contractor shall be responsible for submitting Daily Progress Reports and Inspection Forms to the Project Manager for the purpose of progress tracking related to the awarded Project Areas.

C Spire Utility Damage Reporting Form

Date of Damage to Underground Facility: (MM/DD/YYYY) _____

City & County where damage occurred: _____

Address where damage occurred: _____

Time Damaged Occurred: _____

Time Damaged Repaired: _____

Onsite Contact/Phone No.: _____

WHO DAMAGED THE FACILITY?

| | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Occupant |
| <input type="checkbox"/> County Entity | <input type="checkbox"/> Railroad |
| <input type="checkbox"/> Developer | <input type="checkbox"/> State Entity |
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Utility |
| <input type="checkbox"/> Municipality | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> Other - | |

Did they have a Locate (Ticket) Number? Yes No

If yes, give the Locate (Ticket) Number: _____ N/A _____

Were the Underground Facilities Located? Yes No

If yes, were the underground facilities located correctly? Yes No

CHECK TYPE OF UTILITY AFFECTED

| | |
|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Pipeline |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Telephone |
| <input type="checkbox"/> Fiber | <input type="checkbox"/> Water |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Other - | |

Did Damage cause an Interruption of Service? Yes No

Estimated number of customers affected by the interruption? _____

Was this a "Near Miss"? Yes No

(A near miss is considered "no damage to the utility, but Work was performed on the easement or facility without authorization, with no financial damage".)

CHECK RIGHT OF WAY WHERE DAMAGE OCCURRED

| | |
|--|--|
| <input type="checkbox"/> Data Not Collected | <input type="checkbox"/> Public (City Street) |
| <input type="checkbox"/> Dedicated Public Utility Easement | <input type="checkbox"/> Public (County Rd) |
| <input type="checkbox"/> Federal Land | <input type="checkbox"/> Public (Interstate Hwy) |
| <input type="checkbox"/> Pipeline | <input type="checkbox"/> Public (Other) |
| <input type="checkbox"/> Power Transmission Line | <input type="checkbox"/> Public (State Hwy) |
| <input type="checkbox"/> Private (Business) | <input type="checkbox"/> Railroad |
| <input type="checkbox"/> Private Easement | <input type="checkbox"/> Unknown / Other - |
| <input type="checkbox"/> Private (Landowner) | |

CHECK TYPE OF EXCAVATION EQUIPMENT

| | |
|---|--|
| <input type="checkbox"/> Auger | <input type="checkbox"/> Grader / Scraper |
| <input type="checkbox"/> Backhoe / Track hoe | <input type="checkbox"/> Hand Tools |
| <input type="checkbox"/> Boring | <input type="checkbox"/> Vacuum Equipment |
| <input type="checkbox"/> Data Not Collected | <input type="checkbox"/> Probing Device |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Trencher |
| <input type="checkbox"/> Directional Drilling | <input type="checkbox"/> Unknown / Other - |
| <input type="checkbox"/> Explosives | |

CHECK TYPE OF WORK PERFORMED

| | | |
|---|---|--|
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Fencing | <input type="checkbox"/> Site Development |
| <input type="checkbox"/> Blading | <input type="checkbox"/> Gas | <input type="checkbox"/> Steam |
| <input type="checkbox"/> Bldg. Construction | <input type="checkbox"/> Irrigation | <input type="checkbox"/> Storm Drain/Culvert |
| <input type="checkbox"/> Bldg. Demolition | <input type="checkbox"/> Landscaping | <input type="checkbox"/> Street Light |
| <input type="checkbox"/> Cable TV | <input type="checkbox"/> Lot Grading | <input type="checkbox"/> Telecommunications |
| <input type="checkbox"/> Curb / Sidewalk | <input type="checkbox"/> Petroleum Pipe | <input type="checkbox"/> Traffic Signal |



Dear Respondent,

We are pleased to welcome you, and we look forward to doing business with you. This letter is intended to assist you in understanding our policies and procedures for ensuring timely payment of your invoices.

Please note, C Spire's standard payment terms are net thirty (30) days from the date of invoice.

Vendor Setup Requirements:

To be setup as a new vendor we need your [W-9](#) as outlined below:

Federal Income Tax Law requires us to have your Taxpayer Identification Number (TIN) on file. Under Federal Regulation 1.6401, you are required to provide us with this information on the W-9 form (revised Oct 2018). We will not have to file a 1099 MISC form if you are a Corporation, Tax-Exempt Organization, Government Agency, or other exempt payee. Please indicate on the W-9 form what kind of payee you are and sign where indicated. If you are an LLC, be sure to mark your tax classification.

Foreign suppliers, please complete a W-8BEN-E: <https://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

Invoice Submission Procedures:

- Our preferred method for receiving invoices is via email. C Spire is the trade name for multiple business entities. Please make sure that the company name billed on your invoice matches the company name that issued the purchase order if applicable. Please email your invoice(s) individually, as an attachment (no links to the invoice), in PDF format to the applicable email address for the bill to company.

If you are invoicing:

Troy Cablevision, Inc, please email your invoice to troyinvoices@cspire.com.

Please note these email addresses go directly to our automated workflow and are not monitored. Please direct all status inquires and invoice questions to accountspayable@cspire.com.

- To send invoices via U.S. mail:
C Spire
Attn: Accounts Payable
1018 Highland Colony Parkway, Suite 390
Ridgeland, MS 39157

Payment Options:

- **PNC Bank Visa:** If you wish to be paid via credit card, you can enroll in our virtual credit card payment program by completing the simple form attached. After each invoice is received and approved (within payment terms), you will receive payment details via a secure email. Each virtual Visa credit card account number is valid for only one payment and for precisely the amount indicated in the email. The card expires after it is used or 7 days after you receive the email. Use your standard credit card settlement process for each transaction. For more details and answers to frequently asked questions, please contact Benjamin Quinn at vendoradmin@cspire.com.
- **Paymode-X:** C Spire partners with Paymode-X to offer electronic payment to our suppliers. There are multiple benefits to the Paymode-X service, the most important being the reduced risk of payment fraud. The Paymode-X vendor enrollment team will reach out to you about their payment solution. Businesses that wish to be paid electronically rather than receive a check, can enroll to receive electronic payments through Bank of America Paymode-X. Upon activation, you can begin receiving Paymode-X payments. Payments will be made by check until your Paymode-X activation is completed which usually takes at least 30 days. Paymode-X does not service individuals. If you are already a member of the Paymode-X network, please enter your Paymode ID on the next page. You can also request that Paymode-X reach out to you for more information.
- **Check:** If you wish to be paid via check, please ensure that we have your correct remittance address. Please note, we do not mail checks outside of the United States.

For questions about your payment, you can email accountspayable@cspire.com. For questions about vendor setup or to update your information, please contact me at vendoradmin@cspire.com.



Vendor Setup/Update Information Request Form

To ensure all records are accurate in our system, please complete and return this form and your W-9 via email to vendoradmin@cspire.com, by fax to 251-281-1919 or by mail to C Spire Attn: Benjamin Quinn 1018 Highland Colony Pkwy, Ste. 330, Ridgeland, MS 39157.

C Spire Relationship Contact Name _____

Supplier Information

Legal Entity Name _____
Must Match Name on Form W-9 line 1

Trade or d/b/a Name _____

Correspondence Address _____
Street Address

City State ZIP Code

Remit to address (if different) _____
Street Address

City State ZIP Code

Accounting Contact Name _____ Phone # _____

Email Address _____ Fax # _____

Type of Goods / Services Provided: _____

Method of Payment

Payment options vary based on the C Spire company that you are doing business with. If the payment method chosen isn't available, payments will be made by check. Please select one:

____ PNC Bank Visa Virtual Card Payment Enrollment Form (Preferred)

To receive invoice payments from C Spire via virtual credit card, please have an authorized company representative complete the below fields for each appropriate remittance address and email your acknowledgement to bquinn@cspire.com or fax it to 251-281-1919.

| | |
|-----------------------|--|
| Company Name: | |
| Contact Name: | |
| Contact Title: | |
| Contact Phone: | |
| Remittance Email(s)*: | |

*This is either a Receivable Department email or designated person to process card transaction payments.

____ **Paymode-X ID** _____

____ **Interested in Paymode-X**

____ **Check – please ensure your correct remit to address is shown above.**

EXHIBIT “S”
REQUEST FOR PROPOSAL

EXHIBIT “T”

REQUEST FOR PROPOSAL CONTRACT AWARD LETTER

EXHIBIT “U”
CONTRACTOR PROPOSAL

EXHIBIT “V”

PROJECT LABOR ESTIMATE

[To be Included at Execution]