



Request for Proposal

Owner: Volo.net Internet+Tech

Prepared by:

Finley Engineering Company, Inc
Consulting Engineers

The logo for Finley Engineering Company, Inc. The word "FINLEY" is written in a blue, sans-serif font with a slight shadow effect.

P.O. Box 148
104 E 11th Street
Lamar, Missouri 64759

For

Construction services in Champaign County, Illinois

Project Summary:

Volo.net Internet+Tech(Volo) is the recipient of a Connect Illinois Broadband Grant with additional funding from Champaign County for constructing a fiber broadband project in rural areas of Champaign County, Illinois. Volo requests proposals for the project, which includes 123.3 miles of mainline and distribution fiber.

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

All mainline construction will consist of buried duct with handholes for fiber pull points and drop connections. Distribution fiber off the main backbone will be direct buried unless otherwise noted in the plans and specifications. The network topology is a distributed split architecture comprising 10 PON (Passive Optical Network) serving areas. The construction order will be determined by easement acquisition and will be coordinated with the engineer.

Volo has engaged Finley Engineering for project engineering and onsite project management/inspection to ensure adherence to the construction documents, verify unit placement, and monitor adherence to the construction schedule.

Staking sheets and other documents will be provided via Owncloud.

The project's construction shall be completed by **September 1st, 2025**. Liquidated damages of \$1,500.00 per day shall apply for each day that construction is delayed after giving effect to extensions of time as provided for in the contract.

Question/Inquiry Process:

All inquiries and questions related to the RFP must be sent by January 29th, 2025, and directed via email to:

Name: Wyatt Tomlinson

Email: w.tomlinson@finleyusa.com

Selection Process:

Finley Engineering will review each timely submitted proposal, scoring each proposal with the Best Value Selection criteria outlined in the RFP Award Criteria section in this RFP. Finley Engineering will recommend to Volo a construction contractor based on the proposal with the highest score from the Best Value Selection criteria. With approval from Volo and the State of Illinois for the successful contractor, Finley will begin final discussions for selection and the ability of the contractor to meet and execute all required contract documents. If the initially

selected contractor cannot complete the final discussions and execution of contract documents, the next highest-ranked proposal will be chosen. The process will continue until a mutually agreeable contract between Volo and the selected contractor is finalized.

Proposal Requirements:

1. Proposals should be organized in the same sequence as this RFP, with responses referencing the appropriate corresponding RFP item(s). Firms should respond to each item at the level of detail at which each is presented or list a variance with a particular item, propose alternate terms, and, as applicable, supply any supportive detail. Responses not conforming to the proper format or failure to respond to any items in this RFP may result in a firm's disqualification and/or rejection of the proposal at the discretion of Finley.
 2. Any firm responding Firm must become a Volo Approved Vendor to expedite matters if the Firm(s) are to be selected as the winning vendor. The Firm will need to complete and submit the following documents (forms to be provided in electronic format) with their submission:
 - Contractor Safety Pre-Qualification Form
 - W-9
 - ACH Request Form
 - Certificate of Insurance (COI),
 - Submit at least three credit references (these can be different, or the same references requested for past work).
 - Including any additional information as requested by Grantor
 3. Where the Firm is requested to supply information, include that information in the body of the proposal or reference that it is an attachment.
 4. A duly authorized officer or agent of the Firm must sign the proposal.
 5. All questions and inquiries regarding this RFP should be submitted via email to:

Email: w.tomlinson@finleyusa.com
 6. Proposals will be submitted electronically to the following email address.

Email: w.tomlinson@finleyusa.com
- Other submission forms will not be accepted, and proposals will not be submitted directly to individual staff members other than those listed above.*
7. Volo will not pay for any information requested herein, nor is it liable for any costs incurred by any Firm in responding to this RFP. All proposals submitted become the property of Volo.
 8. A Firm may withdraw its proposal before the RFP response deadline. Proposals received after the deadline will not be considered. Proposals will be reviewed internally at Finley's

convenience.

9. The proposal and cost submissions constitute an offer by the Firm to do business with Volo. If a Purchase Order is submitted to a Firm, Volo, at its option, may incorporate all or parts of a Firm's proposal. Any answers and information in that proposal shall become part of the successful Firm's and Volo's final agreement.
10. Any information released either verbally or in writing before the release of this RFP shall be deemed preliminary and not binding upon Volo in any manner.
11. Notwithstanding any other provision of this RFP, Volo expressly reserves the right to:
 - Conduct discussions with any or all firms to clarify proposals.
 - Waive, or decline to waive, any insignificant defect or informality in any proposal or procedure.
 - Accept, reject, or negotiate any or all proposals or the terms of any proposal, or any parts thereof, to obtain the best and final offer.
 - Cancel or amend this RFP or issue other requests for proposals.
 - Select a Firm(s) based on the analysis and evaluation of proposals submitted. Volo reserves the right to request presentations of proposals if Volo feels further information is appropriate to the decision-making process.
 - Select no proposals at all.
 - Cancel a contingent award if a Firm fails to negotiate in good faith and execute definitive written documents necessary to effectuate the transactions contemplated in a manner consistent with the project's timeline and within fifteen (15) days from the contingent award date.
12. Volo reserves the right to use any concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the project. Selection or rejection of proposals shall not affect this right. All proposals will be evaluated, with additional consideration given to the firm (s) demonstrating the ability to satisfy the scope of work in the most timely and efficient manner possible.
13. Unit quantities in this RFP are the estimated quantities for each item that will be required for this project. Depending on the actual bid costs on a per-unit basis, the owner reserves the right to alter the quantities prior to evaluating submissions. If unit quantities are changed by more than 10% construction days will be adjusted.
14. By submittal of a proposal, a Firm attests to have read, understood and agreed to all requirements, terms, and conditions in this RFP, including any attachments, exhibits, and appendices.
15. Proposals responding to this RFP will not be tied to any potential or future arrangements.

16. Easements for this project have yet to be attained. There is potential for design changes during construction for which unit quantities will be affected. If total unit quantities are changed by more than 10%, contract-timing will be adjusted.
17. A contractor and any subcontractor must be properly licensed and registered as required by the State of Illinois to complete the scope of work in this RFP. Each Firm requires proper license and registration before submitting a bid. Each firm shall comply with all subcontractor requirements as outlined by Ill. NOFO CSFA 420-35-2366. The proposal submission will be construed as evidence that such an examination has been made, and no subsequent allowance will be made on behalf of the Firm for any error or negligence.

Requirements to be addressed include prevailing wage, debarment and suspension certification, apprenticeship requirements, and regular reporting to the grantor for their reporting to IOB and Champaign County. Other major requirements may be pertinent; see the Reference addendum at the back of the RFP and review Ill. NOFO

If awarded, the successful contractor will certify understanding and reading of this project's federal and state requirements before signing the contract.

18. Firms must identify any conflict of interest arising from providing services to Volo. Volo reserves the right:
- to disqualify any Firm or reject any proposal at any time solely because a real or perceived legal or policy conflict of interest is presented.
 - to require the Firm to take any action or supply information necessary to remove the conflict or
 - to terminate any Purchase Order arising from this solicitation if any such relationship would constitute or have the potential to create a real or perceived conflict of interest that cannot be resolved to Volo's satisfaction.
19. Volo will make payments under the contract on no more than a monthly basis. Payments will be made within two weeks after engineering approval of the invoice. A retainage of 10% will be held on all invoices until completion of the project. The final payment will be made within 30 days after satisfactory completion and acceptance of the materials by Volo.
20. The firm must coordinate with other Federal, State (Illinois), and local authorities to demonstrate compliance with other applicable environmental laws and regulations.

Closing Date:

The proposals shall be received no later than **February 7th, 2025**.

Late proposals and those not adhering to this RFP process will not be accepted.

The following timetable outlines the anticipated schedule for the RFP and contract process;

however, the timing and the sequence of events resulting from this RFP may vary.

Anticipated Event Dates:

- RFP Advertised and Issued: January 8th, 2025
- RFP contractor meeting: January 22nd, 2025
- Final Questions to be Submitted by: January 29th, 2025
- Proposals Due by: February 7th, 2025
- RFP Evaluations Completed on or before: February 14th, 2025
- Contingent Award Notices and Contract sent by: February 17th, 2025
- Contract Agreement Executed: February 28th, 2025

Proposal Format:

To aid in the evaluation of construction service proposals, Volo requires that proposals follow this outline:

1. Cover Letter: Indicate your firm's interest in the project and highlight your proposal's key points.
2. Firm Overview: Include company history, number of employees by discipline, company locations, location of office where this project will be managed, length of time your firm has provided similar services, and other relevant information. Volo requires the selected Firm to be licensed to do business in Illinois.
3. Project Approach: Provide a detailed narrative and proposed schedule describing your specific approach and your ability to meet the needs of this Project. Outline your understanding of the Project and identify critical issues based on your Firm's experience. Please include all technologies proposed for construction, placement, and delivery outlined in the proposal.
4. References: Please provide at least three (3) references where your organization has completed a construction project similar to our request. Please include each reference's name, address, phone number, email address, and a description of the work and completed dates.
5. Small, Minority, and Disadvantaged Businesses:

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms under 2 CFR § 200.321, the Recipient and its sub-recipients must take all necessary affirmative steps (as described in [2 CFR § 200.321](#)) to ensure that minority

businesses, women's business enterprises, and labor surplus area firms are used when possible.

Under the Socioeconomic and Location Considerations section of this RFP, Firms are to identify the extent to which Small Businesses (SBs), Veteran-Owned Small Businesses (VOSBs), Service-Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone Small Businesses, Small Disadvantaged Businesses (SDBs) Woman-Owned Small Businesses (WOSBs), Minority-Owned Businesses (MOBs), or Local Businesses (LBs) would be utilized in the performance of this proposed contract.

A small business is defined by the Small Business Administration's size regulation [13 CFR 121.201](#). In addition, as determined by the North American Industry Classification System (NAICS) code applicable to this RFP, the offeror's participation as an SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, MOB or LB is to be identified in the Socioeconomic and Location Considerations section of this RFP, and DBE participation will be considered in evaluating the Socioeconomic Considerations and Location as an evaluation factor.

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

RFP Award Criteria:

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

Category	Maximum Points
General Qualifications: <ul style="list-style-type: none">• Quality of response to RFP, experience, company history, background, and financial stability of entity responding. Failure to meet certain requirements outlined in this RFP can result in deducting points under this category.	25
Reputation and Quality of Work: <ul style="list-style-type: none">• Give three examples of completed projects similar to this RFP.	25
Pricing: <ul style="list-style-type: none">• Proposed unit pricing.• Provide unit spreadsheet: Appendix A	40
Contractor Availability/Schedule: <ul style="list-style-type: none">• Ability to complete by September 26th, 2025.• Contractors proposed completion date. If different than date stated above.• Capacity to complete a similar sized project in 2026.	5
WBE/MBE <ul style="list-style-type: none">• Minority-owned business• Women-owned business.	5
Total Possible Points:	100

Your response must include all requested information in the Proposal Format section. Volo reserves the right to reject any proposals and to enter into a Purchase Order agreement with the Firm selected by Volo.

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

General Terms and Conditions:

Compliance with Laws

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

Bonds and Liability Insurance

At their cost and expense, firms shall issue the appropriate bonds and maintain industry-standard insurance—a certificate of Insurance to be submitted with the Firms submission. An outline of the bonds expected on this award are as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must include a firm commitment such as a bid bond or certified check.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract. Within ten (10) days of a final executed contract, the Firm shall obtain and maintain a bond from a surety that must be licensed, authorized, and admitted to doing business in the State of Illinois and must be a U.S. Treasury-listed surety company reasonably acceptable to the Owner. The bond shall remain in effect for at least one year after the final payment date from the Owner. The Firm shall bear the cost of the premiums for such bonds.

The performance bond shall be the same amount as the value of the resulting contract under this RFP. It shall entitle Volo Internet to call upon the surety to complete the Purchase Order in one of two ways: (1) the surety and Volo can choose a new Firm to complete the Purchase Order, and the surety pays the costs, or (2) Volo alone chooses to terminate the Purchase Order by selecting another Firm. In any event, the surety's obligations to perform and complete the performance under the Purchase Order shall remain in full force and effect.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

No Gifts and Gratuities Policy

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

APPENDIX A

Unit	Qty	Labor	CFM
BDSO(144)F	9	\$0.00	\$0.00
BFO12	24420	\$0.00	\$0.00
BFO12I	48672	\$0.00	\$0.00
BFO24	5694	\$0.00	\$0.00
BFO24I	12262	\$0.00	\$0.00
BFO48	26706	\$0.00	\$0.00
BFO48I	6138	\$0.00	\$0.00
BFO96I	1986	\$0.00	\$0.00
BFO144I	418512	\$0.00	\$0.00
BFO288I	175760	\$0.00	\$0.00
BFOV(1-0.75)	0	\$0.00	\$0.00
BFOV(1-1)	0	\$0.00	\$0.00
BFOV(2-1)	0	\$0.00	\$0.00
BFOV(1-0.75)(1-1.25)	8314	\$0.00	\$0.00
BFOV(1-1.25)	359604	\$0.00	\$0.00
BFOV(2-1.25)	12526	\$0.00	\$0.00
BFOV(1-1.25)(1-2)	0	\$0.00	\$0.00
BFOV(1-1.5)	0	\$0.00	\$0.00
BFOV(2-1.5)	0	\$0.00	\$0.00
BFOV(1-2)	0	\$0.00	\$0.00
BFOV(2-2)	0	\$0.00	\$0.00
BHF(11x17x18)	161	\$0.00	\$0.00
BHF(17x24x30)	133	\$0.00	\$0.00
BHF(24x36x30)	303	\$0.00	\$0.00
BM2(5/8)(8)	352	\$0.00	\$0.00
BM21	1	\$0.00	\$0.00
BM53	188	\$0.00	\$0.00
BM60(1-0.75)	7860	\$0.00	\$0.00
BM60(1-1)	0	\$0.00	\$0.00
BM60(2-1)	0	\$0.00	\$0.00
BM60(1-0.75)(1-1.25)	17564	\$0.00	\$0.00
BM60(1-0.75)(2-1.25)	4610	\$0.00	\$0.00
BM60(1-1.25)	155738	\$0.00	\$0.00
BM60(1-1.25)(1-2)	0	\$0.00	\$0.00
BM60(1-4)(1-1.25)	1786	\$0.00	\$0.00
BM60(2-0.75)	62	\$0.00	\$0.00
BM60(2-0.75)(1-1.25)	210	\$0.00	\$0.00
BM60(2-1.25)	28628	\$0.00	\$0.00
BM60(1-1.5)	0	\$0.00	\$0.00
BM60(2-1.5)	0	\$0.00	\$0.00
BM60(1-2)	0	\$0.00	\$0.00
BM60(2-2)	0	\$0.00	\$0.00
BM60(1-1.25)R	0	\$0.00	\$0.00

Quantities subject to change. Please provide best pricing for each unit.

Please provide pricing even if quantity is zero.

Estimated OFM price for bonding purposes.

\$1,701,735.30

Appendix B – Compliance with Laws and Regulations

Davis Bacon Requirements

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

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

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

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

All grantees will be required to comply with the Employment of Illinois Workers on Public Works Act ([30 ILCS 570/0.01 et seq.](#)) (the “Act”), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act). This act works in conjunction with ([820 ILCS 130/2 et seq.](#)) to define “Public works” as defined herein, including all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through the State or any of its political subdivisions. *The Employment of Illinois Workers on Public Works Act (the Act) has come into effect due to two consecutive calendar months of the State’s unemployment rate exceeding five (5) percent. The Act requires that the workforce on all public works projects be composed of a minimum of 90% Illinois resident laborers.*

State COVID-19 Requirements

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

Debarment and Suspension

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

Respondents must certify their firm is not debarred or suspended from local, state, or federal agencies preventing their firm from being an eligible bidder.

Periodic Performance Report (PPR) and Periodic Financial Report (PFR)

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

The contractor will be responsible for reading and understanding federal and state requirements listed in an executed contract with VOLO.

Appendix C

Unit	Unit Description	Material Furnished by Owner
BDSO(144)F	SAIC equipped with optical modules or bulk heads. Major tasks include placing concrete slab and vault mounted cabinet. Concrete slab mount. Concrete pad and cabinet vault included in this unit and the electrical meter socket is to be installed by an electrician. Details in PON 2 through 10 site drawings.	Handhole & Cabinet
BFO12	Direct Buried 12 Fiber Cable. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO12I	Buried 12 Fiber Cable installed in innerduct placed by the contractor. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO24	Direct Buried 24 Fiber Cable. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO24I	Buried 24 Fiber Ribbon Cable installed in innerduct placed by the contractor. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO48	Direct Buried 48 Fiber Cable. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO48I	Buried 48 Fiber Cable installed in innerduct placed by the contractor. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO96I	Buried 96 Fiber Cable installed in innerduct placed by the contractor. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO144	Buried 144 Fiber Cable installed in innerduct placed by the contractor. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFO288I	Buried 288 Fiber Cable installed in innerduct placed by the contractor. Cable must comply with .25dB 1310nm, 0.35dB 1550nm, G.625 standard.	Fiber Optic Cable
BFOV(1-0.75)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. One duct, 0.75" diameter. (SRD 11 or 13.5 orange)	Duct
BFOV(1-1)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. One duct, 1" diameter. (SRD 11 or 13.5 orange)	Duct
BFOV(2-1)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. Two duct, 1" diameter. (SRD 11 or 13.5 orange)	Duct
BFOV(1-0.75)(1-1.25)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. Two ducts, one 1.25" and one .75" diameter. (SRD 11 or 13.5 orange)	Duct
BFOV(1-1.25)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. One duct, 1.25" diameter. (SRD 11 or 13.5 orange)	Duct
BFOV(2-1.25)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. Two 1.25" diameter ducts. (SRD 11 or 13.5 orange)	Duct
BFOV(1-1.25)(1-2)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. Two ducts, one 1.25" and one 2" diameter ducts. (SRD 11 or 13.5 orange)	Duct
BFOV(1-1.5)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. One 1.5" duct. (SRD 11 or 13.5 orange)	Duct
BFOV(2-1.5)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. Two 1.5" duct. (SRD 11 or 13.5 orange)	Duct
BFOV(1-2)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. One 2" duct. (SRD 11 or 13.5 orange)	Duct
BFOV(2-2)	Buried one or more vacant ducts placed in simultaneously in the same plow slot or trench. Two 2" duct. (SRD 11 or 13.5 orange)	Duct
BHF(11x17x18)	Buried Handhole for fiber optic systems.(Light Duty rated lid)	Handhole
BHF(17x24x30)	Buried Handhole for fiber optic systems.(Tier 15 rated lid)	Handhole
BHF(24x36x30)	Buried Handhole for fiber optic systems. Concrete Polymer HH with TIER 22 Traffic rated Lid	Handhole
BM2(5/8)(8)	Consists of the necessary labor and material for the installation of a ground rod (installed in undisturbed soil), ground rod clamp and the required length of a bare #6 AWG copper ground wire connected to an auxiliary grounding connector (included in the housing assembly unit) within the housing. Indicate the desired diameter and length of ground rod. (5/8" diameter)(8' long) with #6 Hammerlock or eq	Ground Rod & Ground Clamp
BM21	Consists of the necessary labor and material for the installation detailed in the PON 1 entrance drawing included in RFP document.	Cable & Duct
BM53	Warning Sign Assembly Unit	Plastic Marker Post
BM60(1-0.75)	Underground Pipe Assembly Unit. Directional boring required.(1 duct - 0.75")(SRD 11 or 13.5 orange)	Duct
BM60(1-1)	Underground Pipe Assembly Unit. Directional boring required.(1 duct -1")(SRD 11 or 13.5 orange)	Duct
BM60(2-1)	Underground Pipe Assembly Unit. Directional boring required.(2 ducts - 1")(SRD 11 or 13.5 orange)	Duct
BM60(1-0.75)(1-1.25)	Underground Pipe Assembly Unit. Directional boring required. (2 duct - 0.75" & 1.25")(SRD 11 or 13.5 orange)	Duct
BM60(1-0.75)(2-1.25)	Underground Pipe Assembly Unit. Directional boring required. (3 ducts - 2 x 0.75" & 1.25")(SRD 11 or 13.5 orange)	Duct
BM60(1-1.25)	Underground Pipe Assembly Unit. Directional boring required. (1 duct - 1.25")(SRD 11 or 13.5 orange)	Duct
BM60(1-1.25)(1-2)	Underground Pipe Assembly Unit. Directional boring required. (2 ducts - 1.25" & 2") RR Crossing(SRD 11 or 13.5 orange)	Duct
BM60(1-4)(1-1.25)	Underground Pipe Assembly Unit. Directional boring required. (2 ducts - 4" & 1.25") RR Crossing(SRD 11 or 13.5 orange)	Duct

BM60(2-0.75)	Underground Pipe Assembly Unit. Directional boring required. (2 ducts - 0.75")(SRD 11 or 13.5 orange)	Duct
BM60(2-0.75)(1-1.25)	Underground Pipe Assembly Unit. Directional boring required. (3 ducts -2 x 0.75" & 1 x 1.25")	Duct
BM60(2-1.25)	Underground Pipe Assembly Unit. Directional boring required. (2 ducts - 1.25")(SRD 11 or 13.5 orange)	Duct
BM60(1-1.5)	Underground Pipe Assembly Unit. Directional boring required. (1 duct - 1.5")(SRD 11 or 13.5 orange)	Duct
BM60(2-1.5)	Underground Pipe Assembly Unit. Directional boring required. (2 ducts - 1.5")(SRD 11 or 13.5 orange)	Duct
BM60(1-2)	Underground Pipe Assembly Unit. Directional boring required. (1 duct - 2")(SRD 11 or 13.5 orange)	Duct
BM60(2-2)	Underground Pipe Assembly Unit. Directional boring required. (2 ducts - 2")(SRD 11 or 13.5 orange)	Duct
BM60(1-1.25)R	Underground Pipe Assembly Unit. Indicates when a specialized rock boring bit or reamer is required. The unit consists of the labor and equipment required to bore through rock that cannot be accomplished with typical equipment used for a similar bore where rock is not encountered. This unit will only be used when preapproved by the engineer and will be paid on a per foot basis only for that portion of the bore that is through rock.	Duct

NOTE:	Material furnished by owner is stated in table above. All other material is to be furnished by contractor.
BM60 & BFOV	Labor for placement of all duct is to include tracewire installation per (1) foot of fiber placed. Tracewire installation is limited to one duct along a fiber path where multiple ducts are placed, and the bidder shall be responsible for supplying an adequate quantity to complete all underground pipe assembly units.
BM60R	Labor to bore through an area where a dedicated rock head is required to complete the bore, and the production is 1/2 of the typical production. This unit will be paid in addition to the standard bore unit and will apply to only the portion if the bore in rock. For example, if a 150-foot bore is called for and 25 feet of the bore meets the definition above, the pay will consist of BM60(Qbty-Size)=150 + BM60R=25
BFO	Each unit consists of one (1) foot (0.305 m) of buried fiber optic cable in place. This unit includes all material and labor for installing, ripping (where necessary as determined by the Engineer), and backfilling, except as specifically provided for in other units. Where the cable is plowed, ripping may be necessary to provide a ripped path to allow placement at the required depth, and may require more than one ripped pass.
BHF	Consists of labor and material for one (1) buried handhole installed in place, including the base, top cover and mounting hardware, and pea gravel. The handhole size, amount of pea gravel and the installation must be as specified by the Engineer. The handhole assembly unit must be used only in areas of non-vehicular traffic. When required for use in areas of vehicular traffic, the handhole must be rated to withstand vehicular traffic.
BM60	Consists of one (1) lineal foot (0.305 m) of Plastic pipe, with the inside diameter in inches (meters) specified in parentheses, installed in place. The standard dimension ratio (SDR) or schedule (SCH) must be specified in the parenthesis as necessary. This unit includes the pushing of pipe and any excavation, backfilling and tamping necessary for the installation of the pipe. The pipe must be installed at the depth specified by the Engineer. The installed pipe must be free of any sharp projections to avoid damage to the outer jacket of the buried cable or wire during its installation in the pipe. This unit includes all material and labor required in the repair and/or replacement of streets, roads, sidewalks, drives, fences, lawns, shrubbery, water mains, pipes, pipelines and contents, underground power and telecommunications facilities and any other property damaged by the excavating, except loss or damage to crops, gardens, trees or ornamental flowers in the construction corridor necessarily incident to the construction of the Project and not caused by the negligence of the Contractor. The contractor will be compensated for labor and material for the buried cable or wire under separate units.

Appendix D: Contract

Miscellaneous Construction Work and Maintenance Services Contract

Company Name _____

Contractor _____

Contract No. _____

Contract Date _____

Contract Amount _____

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

Unit Basis (Describe unit(s)) _____

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

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

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

Invoices are to be submitted to: Finley Engineering Company

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

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

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

2. Liquidated damages in the amount of _____ per day for time
extending beyond the completion date, including approved time extensions, will be deducted from any
moneys due the contractor for final payment.

SECTION II – GENERAL PROVISIONS

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

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

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

4. Standards of Work: All work performed under this Contract shall conform to applicable current standards and specifications. See the following attached Standards and Specifications:

- *Specification and Drawings for the Construction of Direct Buried Facilities*
- *Standard for Splicing Fiber Optic Cables*
- *Standard for Acceptance Tests and Measurements*

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Completion on Contractor's Default: If default shall be made by the Contractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable

remedies in the circumstances, may serve upon the Contractor a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof satisfactory to the Owner shall be made by the Contractor, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor that may be situated at the site on the Project. The Owner in such contingency may exercise any rights, claims, or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all such rights, claims, and demands.

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

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

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

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

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

SECTION III – INSURANCE AND BONDS

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

INSURANCE REQUIREMENTS

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

BOND REQUIREMENTS

Construction contracts in amounts in excess of \$250,000 for facilities shall require contractors to secure a contractors' bond, on a form approved by the owner, attached to the contract in a penal sum of not less than the contract price, which is the sum of all labor and materials, including owner-furnished materials installed in the project. For minor construction (line extension) contracts under which work will be done in sections and no section will exceed a total cost of \$250,000, the owner may waive the requirement for a contractors' bond.

I have read, understand, and agree to all portions of this contract and **A & B** of the attachments and the attached Standards and Specifications.
(Letters)

(Contractor)

By _____ Date _____

Title _____

(Owner)

By _____ Date _____

Title _____

**CERTIFICATE OF CONTRACTOR
AND INDEMNITY AGREEMENT**

_____ , certifies that
he is the¹ _____
TITLE OR DESIGNATION
of _____ , the Contractor in
NAME OF CONTRACTOR
a Contract dated _____ , _____ entered into between the Contractor
and _____ the Owner, for the
NAME OF OWNER
construction of a rural telephone Project (hereinafter referred to as Project), and that he is authorized to and does make this Certificate and Indemnity Agreement on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said contract.

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

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

SIGNATURE OF CONTRACTOR

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