

**REQUEST FOR PROPOSALS**



**CITY OF WILSON/GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid #2022-11**

**Sealed Bids to be received until:**

***July 14<sup>th</sup>, 2022 @ 2:00 pm***

**A pre-bid conference will be held on:**

***June 28<sup>th</sup>, @ 11:00 am***

***1800 Herring Ave.***

***Wilson, NC. 27893***

## Instructions to Bidders

### **1. Submittal**

All bids must be submitted by *July 14<sup>th</sup> 2022 @ 2:00 pm* (Attn: Ricky Wilson RFP# 2022-11):

Mailing address for bids is:

City of Wilson (Attn: Purchasing Manager)  
PO Box 10  
Wilson, NC 27894-0010

Hand delivery and shipping address is:

City of Wilson (Attn: Purchasing Manager)  
1800 Herring Ave. E.  
Wilson, NC 27893

All bids/proposals must be submitted in a sealed envelope marked: **BID #2022-11: CONSTRUCTION SERVICES FOR EDA PROJECT #04-79-07580**

### **2. Use of Contract Documents**

These Bidding Documents are to be used only for the purpose of understanding this bid and consideration toward submitting a proposal. They may not be used for any other purpose.

### **3. Addenda**

No oral interpretation will be made to any Bidder as to the meaning of the Bidding Documents. Questions and requests for such interpretation shall be made in writing to the City. Questions about bids can be submitted via e-mail to [rvwilson@wilsonnc.org](mailto:rvwilson@wilsonnc.org); future addenda will be published based on questions received and answers will be compiled in a time frame that considers the responsiveness of the potential bidders. Any Addenda will be provided to known interested parties, but it shall be the Bidder's responsibility to make an inquiry as to any Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, regardless of whether they were received or acknowledged.

### **4. Preparation of Bid**

The City's bid forms must be used when provided; submit one original. Bidders shall label their bid proposal with business name, bid name, and bid date, and then seal their bid proposal inside an envelope. If mailing a bid proposal, provide a sealed envelope within the postal envelope.

## **5. Bid Bond**

Each proposal shall be accompanied by a Bid Bond payable to the City of Wilson for an amount of not less than five percent (5%) of the total bid amount; or in lieu of the Bid Bond, the bidder may offer a certified check in an amount of not less than five percent (5%) of the total amount bid. The Bids and bidder's bond or checks of all bidders may be held for a period of ninety (90) days pending award of the contract. Notification of award of contract shall be evidence of intent to contract and shall extend time for holding the contractor's bid surety for a time mutually agreed upon by the City of Wilson and the bidder.

## **6. Items Required To Be Submitted With the Bid**

Failure to submit the following items with the bid may render it non-responsive and not considered:

- \_\_\_\_\_ Bid form with bid price(s) written or typed
- \_\_\_\_\_ Contractor's technical approach narrative
- \_\_\_\_\_ Contractor's management plan
- \_\_\_\_\_ Resumes of key personnel
- \_\_\_\_\_ Signatures on forms, notarized where noted
- \_\_\_\_\_ E-Verify affidavit
- \_\_\_\_\_ Affidavit A
- \_\_\_\_\_ Affidavit B
- \_\_\_\_\_ Affidavit C
- \_\_\_\_\_ Affidavit D
- \_\_\_\_\_ References
- \_\_\_\_\_ Addendums (if issued)
- \_\_\_\_\_ Minority Participation forms

## **7. Receipt and Opening of Bids**

Bids will be opened publicly and will be read aloud on 07/14/2022 at 2:00pm. The bid opening will be held at the following location: **City of Wilson - 1800 Herring Avenue – OPS Center - Purchasing Department.** Each Bid is to be submitted in a sealed envelope and plainly marked with the bidder's name, project name, bid number, and bid opening time. Bid bonds shall be placed in a separate envelope plainly marked with the bidder's name, project name, bid number, bid opening time, and "Bid Bond". If mailed, the sealed envelope containing the Bid is to be enclosed in another envelope to avoid it being opened before the

advertised time. Bids received prior to the advertised bid opening will be kept securely sealed. Bids received after the advertised bid opening time will be returned to the Bidder unopened.

#### **8. Withdrawal of Bids**

Bids may be withdrawn by written request prior to or within seventy-two (72) hours after the opening of bids by contacting the bidding officer. To withdraw an opened bid, proof must be given of a mathematical error or omission as opposed to a judgment or interpretation error.

#### **9. Minimum Number of Bids (Formal Contracts Only)**

North Carolina General Statutes 143-129 and 143-132 prohibits the awarding of a formal contract unless at least three (3) competitive bids are received from reputable and qualified contractors. Therefore, if fewer than three (3) such bids are received, they will not be opened; instead, they will be returned to the contractors and the project may be re-advertised.

#### **10. Award of Contract; Rejection of Bids**

The Owner reserves the right to hold bids for a period of sixty (60) days for the purpose of reviewing the bids and investigating the qualifications of the Bidders. The Owner reserves the right to reject any bid if by evidence or investigation, the Owner is not satisfied that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work herein. The owner reserves the right to award a contract that is in its best interest.

#### **11. Execution of Agreement**

The successful Bidder is required to execute a Contract within ten (10) days after notice of award. Failure to do so constitutes a default, and the Owner may elect to award to the next lowest bidder or re-advertise the bid.

#### **12. Liquidated Damages**

The City of Wilson reserves the right to charge the Contractor for each day services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the City of Wilson; in that case, said sum will be taken as liquidated damages and deducted from the final payment or charged back to the Contractor. The per diem charge will be equal to \$500.

#### **13. Errors, Omissions, and Deviations**

The Contractor is responsible for all errors, omissions, and deviations from the Contract requirements.

#### **14. Payment**

N.C.G.S. 143-134.1 prohibits retainage on public projects that cost less than \$100,000.00 in total. Prior to final payment, the Contractor will be required to submit any forms, warranties, etc. that the Owner requires. The payment of the final amount due to the Contractor shall release the Owner from any and all claims or liabilities on account of the work performed and the materials furnished upon the work. The payment terms shall be Net 30 days.

**15. Performance Bond**

A Performance Bond and a Payment Bond—each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the City of Wilson Greenlight—will be required for the faithful performance of the contract. Bidders shall provide certification that performance and payment bond sureties are licensed in North Carolina.

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## 1 Introduction

Greenlight Community Broadband (“Greenlight”) operates a municipally owned fiber-to-the-premises (FTTP) network serving more than 10,000 customers in Wilson, North Carolina and surrounding areas. Greenlight intends to enter into a contract with a qualified Contractor to provide the construction services required for an expansion of its FTTP network as described in this Request for Proposals (RFP).

## Request for Proposals Timeline

<b>RFQ Process</b>	<b>Date and Time</b>
RFP Advertisement Date	06/14/2022
RFP Pre-bid Conference	06/28/2022 @ 11:00 am
Deadline for Written Questions	06/29/2022
City Response to Questions (anticipated)	06/30/2022
RFP Due Date	07/14/2022 @ 2:00 pm
RFP Award	TBD



## 2 Project Summary

### 2.1 Project Scope Overview

The project scope consists of approximately 24.6 route miles of new construction spread across five separate areas (Lucama, Black Creek, Stantonsburg, Saratoga and Agrarian Inc). The construction work primarily consists of new aerial attachments (23.6 miles) with a small amount of new underground construction (1.7 miles). This project will expand Greenlight’s distribution plant in each of the five areas. Figure 1 provides a high-level map of the planned areas.

**Figure 1: High-Level Installation Map**

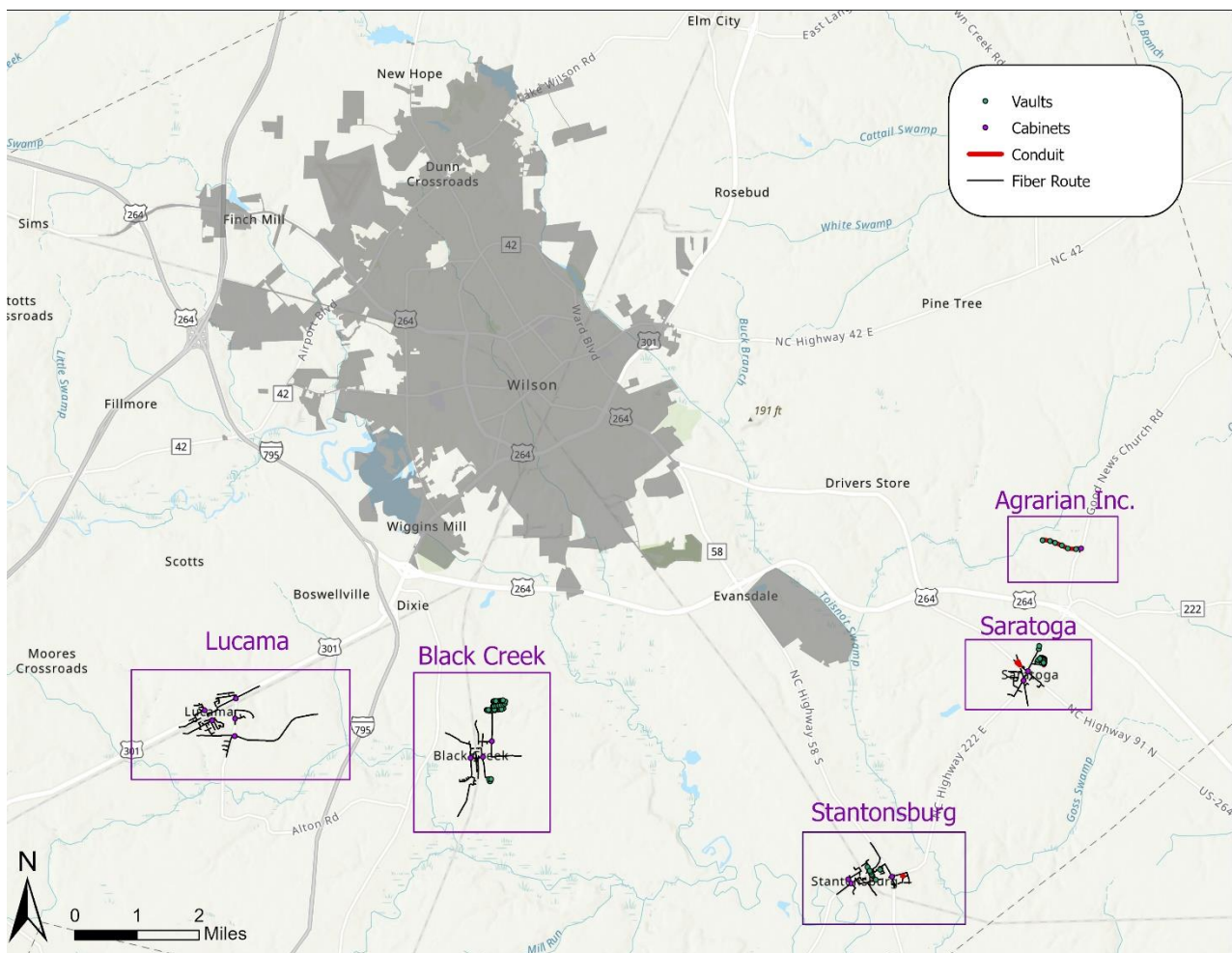


Table 1 provides a list of the job locations for the construction of network distribution routes encompassed within this project’s scope.

**Table 1: Network Distribution Construction Job Locations**

<b>Job #</b>	<b>Job Description</b>
H6014	Place new FDH at Aycock Street & McLean Street (Black Creek, NC)
H6015	Place new FDH at Church Street & Central Avenue (Black Creek, NC)
H6016	Place new FDH at Central Avenue & Mercer Street (Black Creek, NC)
H6017	Place new FDH at Blalock Road & Little Rock Church Road (Lucama, NC)
H6018	Place new FDH at US 301 & Little Rock Church Road (Lucama, NC)
H6019	Place new FDH at Spring Street & Town Hall (Lucama, NC)
H6020	Place new FDH at Lucama Road & Johnson Street (Lucama, NC)
H6021	Place new FDH at Little Rock Church Road & Boulder Drive (Lucama, NC)
H7013	Place new FDH at NC 58 & NC 222 (Stantonsburg, NC)
H7014	Place new FDH at Main Street & Greenwood Avenue (Stantonsburg, NC)
H7015	Place new FDH at Main Street & Shelton Drive (Stantonsburg, NC)
H7017	Place new FDH at Shelton Drive & Yelverton Street (Stantonsburg, NC)
H7018	Place new FDH at US 264a & NC 222 (Saratoga, NC)
H7019	Place new FDH at Rogers Street & Church Street (Saratoga, NC)
H704A	Place new FDH at Good News Church Road (Agrarian, NC)

**\*\*Additional detail specific maps can be found at the following link:**

<https://cowliquid.wilsonnc.org/message/7LQbtSibu8aNPr8ADOBsxR>

## 2.2 Summary of Scope of Work

The Contractor shall provide turnkey fiber construction services primarily consisting of, but not limited to, the following tasks:

- Initiation of utility of locate requests through the North Carolina One Call Center (NC811), and strict adherence to all North Carolina Underground Damage Prevention Statutes
- Sub-surface installation of conduit, primarily through the use of horizontal directional drilling, including in utility locating through test pitting, traffic control, and temporary paved surface restoration
- Installation of underground handholes/pull-boxes, including permanent surface restoration

- Placement of fiber optic cable and/or locatable pull tape in conduit
- Construction “make-ready” work to prepare pole lines for new attachments
- Installation of ADSS cable and attachments on utility poles
- Installation of fiber splice enclosures and related hardware
- Installation of cable demarcation enclosures and related hardware
- Installation of fiber distribution cabinets and related hardware
- Installation of fiber splitters and related hardware
- Fiber splicing and termination in enclosures and cabinets
- Optical performance testing of fiber optic strands

Greenlight will provide all engineering work documents necessary for construction, and will supply or facilitate all local, NC DOT, and environmental permitting required. Greenlight will not assess permitting fees to the Contractor for performance in accordance with the scope of this document. Any permitting costs to outside entities shall be borne by Greenlight, and if required to be paid by the Contractor, shall be charged to Greenlight at direct cost.

The Contractor shall be required to perform permanent restoration of all surfaces, according to Greenlight and NCDOT standards, for accidental damage or otherwise unnecessary surface disturbances caused by the Contractor. Greenlight shall be the sole determinant as to the reasonableness of surface disturbances caused by the Contractor.

The Contractor will provide regular progress reporting and will closely coordinate its construction schedule with Greenlight and its designated project management personnel. The Contractor shall provide a primary point of contact to Greenlight for the duration of the project, and shall be expected to attend regular project status and management meetings. The Contractor shall provide daily progress reporting and forecasting of the construction locations for the following workday during active construction phases of the project, and shall provide weekly reporting of key progress metrics to be defined by Greenlight.

## 3 General Requirements of Construction Services

This section defines general requirements and terms applicable to all construction services provided by the Contractor.

### 3.1 General Work Elements

The following elements apply to all work specified in this document unless a particular exception is noted in the specifications for the individual item.

- Each item shall be installed in accordance with the design at locations shown on the plans, or as directed by Greenlight.
- Backfill in trenches, around forms and vaults, or at any other place shall be completed thoroughly using a power tamper in lifts of not more than six inches as it is being placed, unless otherwise directed in writing by Greenlight. Any paving material or fill removed for trenching shall be replaced in kind.
- All holes and trenches shall be protected at the Contractor's expense from accidental entry by vehicles and pedestrians through the use of steel plates or other approved materials as required by Greenlight, the local municipalities, or NCDOT standards. Should the Contractor fail to provide adequate protection to the surroundings of a work site, or should the operations be carried out in such a way as to allow or cause damage to any roadway, street, sidewalk, the property of any utility, or other private or public property, work may be stopped until deficiencies are corrected. Should the repair not be undertaken and should it be necessary for Greenlight to protect the area and/or make the repair, the cost shall be deducted from payment due the Contractor.
- At the discretion of Greenlight, either sod shall be removed using an approved sod cutter and then replaced, or topsoil and seed shall be placed. Care shall be taken to minimize the disturbance, and the area shall be fully restored.
- Concrete shall be finished to match any adjacent concrete. If no match is required, the surface area shall be broom-finished and edged.
- All fiber cable shall be transported by and unreeled from a cable trailer(s). The laying of reels on the ground and subsequent removal of fiber cable from this position is prohibited.

### 3.2 Work Standards and Quality

#### 3.2.1 Applicable Standards

The Contractor shall comply with all applicable State of North Carolina, National Electrical Code, National Electric Safety Code, and BICSI standards. Construction methods and techniques used by the Contractor shall be in accordance with the recommended practices and procedures published by leading industry manufacturers and trade associations, including, but not limited to, the following:

- Society of Cable Telecommunications Engineers (SCTE) Recommended Practices for Optical Fiber Construction and Testing
- ANSI/TIA/EIA Telecommunication Standards (latest editions)
- BICSI Telecommunications Distribution Methods Manual (TDMM)
- BICSI Outside Plant Design Reference Manual (OSPDRM) (latest edition)
- North Carolina Occupational Safety and Health (NCOSH) Division
- Federal Occupational Safety and Health Administration (OSHA) regulations

The Contractor shall also follow all applicable local standards. The Contractor shall be aware of all standards and their application within North Carolina. Ignorance or lack of knowledge shall not be an excuse for improper work to occur. Any work constructed in violation of any applicable code shall be corrected and re-installed properly at the Contractor's expense.

### **3.2.2 Unsatisfactory Operations**

Should it be necessary to halt the work because of incorrect or unsatisfactory operations under the terms of the awarded contract or because of failure to follow applicable safety standards, the Contractor must take immediate steps to remedy the deficiencies. Should repair or correction of any safety defect or deficiency not be immediately undertaken, and should Greenlight be required to protect the site or make the repair or correction, the cost of such work shall be deducted from payment due the Contractor.

### **3.2.3 Inspection**

During any inspection including, but not limited to, the final inspection of each work site, should it be found that non-concealed work is substandard, the burden of proof that the concealed work is up to standard shall be the Contractor's, who shall do such as is necessary—including exposing the concealed work—to clearly establish that the concealed work meets the specifications as outlined. Any and all items such as, but not limited to, improperly set couplings and concrete or masonry work that is not up to specified standards shall be removed and replaced at the Contractor's expense.

## **3.3 Aerial Cable Installation**

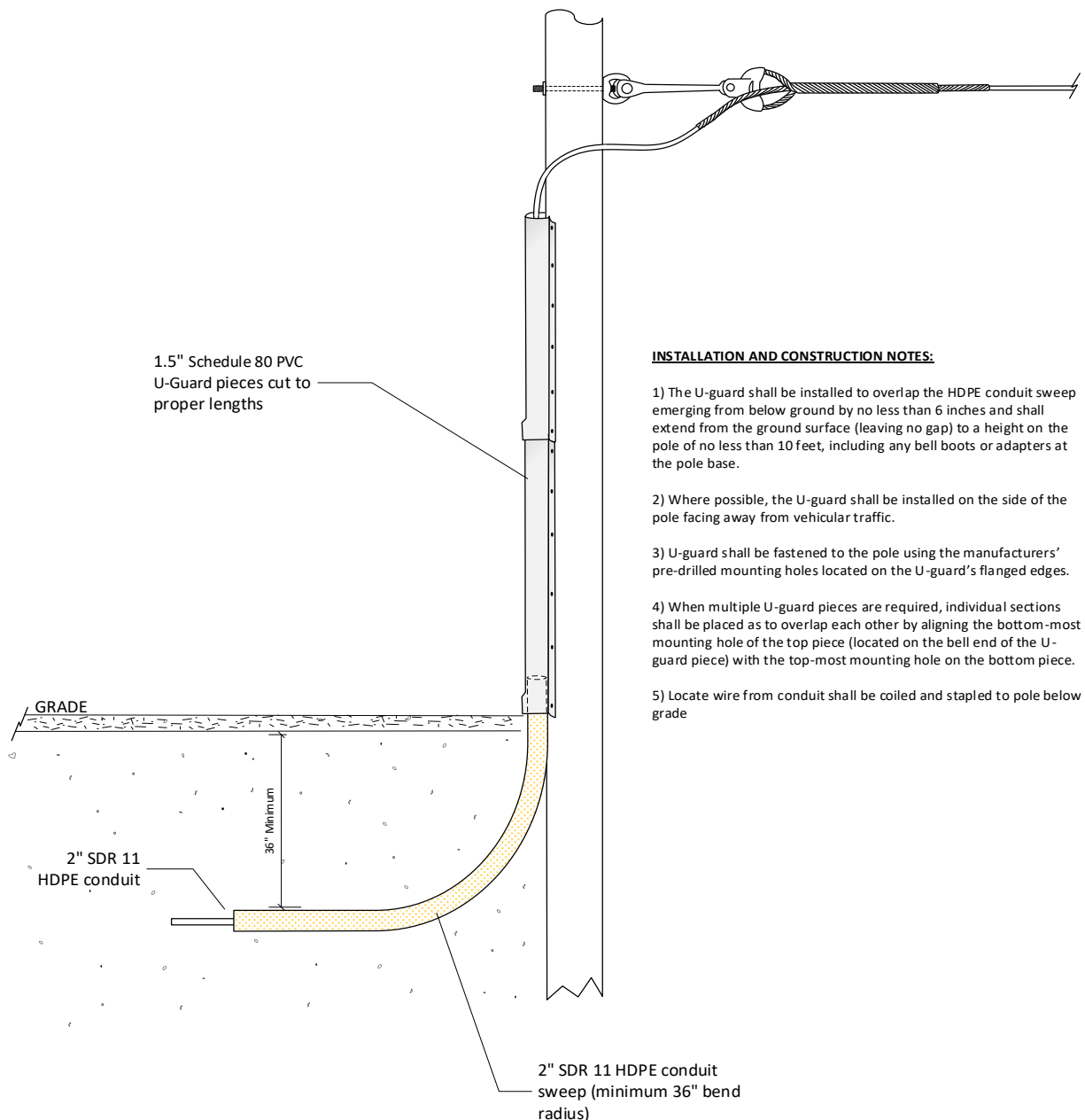
Aerial cable installation shall be performed by attaching the fiber optic cable to the designated electrical poles using the appropriate pole attachment materials and ADSS fiber optic cables. Cables shall be installed in the power space at the attachment heights designated by Greenlight-approved engineering drawings. Slack shall be left at each splice location as indicated on the drawings. Cables shall be installed within the pulling tension limits of the manufacturer's specification. When cable payoff is necessary the Contractor shall lay cable in "figure eight" coils to prevent damage on the ground.

All Dead-end, Trunnion, and other approved supporting attachment hardware shall be assembled and installed in accordance with manufacturer specifications.

### 3.4 Transition Pole Riser Installation

Fiber cables shall be protected with non-metallic U-Type risers (i.e., "U-guards") at all underground to aerial transition poles (Figure 2). The U-guards will be supplied by Greenlight and shall meet or exceed NEMA TC-19. The U-guard shall be installed to overlap the HDPE conduit sweep emerging from below ground by no less than 6 inches and shall extend from the ground surface (leaving no gap) to a height on the pole of no less than 10 feet, including any bell boots or adapters at the pole base. The U-guard shall be properly attached to the utility pole per manufacturer instructions.

**Figure 2: Typical Transition Pole Riser Installation**



### **3.5 Underground Cable Installation**

Before construction, the Contractor shall provide notification to other Utilities and other parties using appropriate One-Call underground location and marking services. Pull-tapes with linear length markers and a minimum tensile strength of 1,250 pounds shall be installed in all installed conduit. Pull tape shall be locatable for the purposes of locating conduit and shall be installed within all installed conduit.

The minimum bend radius specified by the cable manufacturer shall be observed by the Contractor at all times when handling the fiber cable. Fiber cable storage loops shall be installed in handholes at locations prescribed by engineering drawings supplied by Greenlight, and cable shall be coiled with a bend radius no less than specified for storage by the cable manufacturer.

### **3.6 Fiber Testing**

Final acceptance shall be contingent upon successful end-to-end testing of each terminated fiber strand will be tested end-to-end to validate the optical performance of the entire link, as well as to verify that fiber splicing has occurred according to supplied splice matrices. This testing will consist of bi-directional OTDR testing, as well as direct optical attenuation and continuity testing using a calibrated optical source and power meter. This testing shall occur only after fibers are terminated on both ends of a link, and all intermediate construction and/or splicing involving the re-entry of installed splice cases or handling of the fiber optic cable is completed for a particular segment under test.

The Contractor may be required to perform optical performance tests during construction to validate that installed cable is not damaged or defective, and that outdoor splices meet performance requirements. This testing will generally occur prior to termination of fiber strands and will require the use of bare fiber adapters for temporary connectorization. This testing must occur after cable is installed with all intermediate backbone splices and mid-sheath splices completed on any segment. This testing shall consist of bi-directional end-to-end OTDR testing for each fiber strand installed.

The Contractor shall provide Greenlight with electronic documentation of all test results.

#### **3.6.1 Testing Criteria**

Testing shall be deemed successfully completed if: (1) maximum fiber losses meet manufacturer specifications, with an allowance for splices and connectors; (2) individual splice losses do not exceed 0.01 dB; and (3) maximum mated connector losses do not exceed manufacturer specifications. Testing will be performed by Contractor personnel and may be observed by designated representatives of Greenlight. Greenlight may request and/or perform additional testing to verify results prior to accepting test data.

#### **3.6.2 OTDR Testing Procedure**

An OTDR shall be used to measure and document splice losses and connector losses. To correctly identify abnormalities at a short range, a 100-meter or longer launch cable shall be used between the OTDR and the fiber under test. Bi-directional traces shall be acquired for each fiber. If the connection of

the launch cable to the patch panel requires optimization by the operator, sampling acquisition will commence upon completion of the optimization.

Each fiber will be identified, and the results of the test for each fiber will be recorded as indicated below in the section "Test Data File Names." The test will be repeated for each of the fibers linking a particular site. All tests will be made at 1310 nm, 1490 nm, and 1550 nm.

Settings on the OTDR shall reflect the following:

- A. The Refractive Index shall be set for the actual fiber utilized (commonly used Corning SMF-28 single mode fiber has a refractive index of 1.4677 at 1310 nm)
- B. Pulse width no greater than 100 ns (10m) for all fiber lengths
- C. Scattering coefficient specified by the fiber manufacturer for each wavelength tested
- D. A minimum of 10,000 sampling acquisitions (averages)
- E. Maximum range set to no more than 10 km for all fiber length less than 10 km
- F. Maximum range set to no more than 25 km for fiber lengths greater than 10 km
- G. Event threshold: 0.01 dB

A uniform file-naming scheme for recorded data shall be used, complying with standard conventions identified by Greenlight.

Installed optical fiber OTDR test documentation shall include:

- A. Total fiber length
- B. Individual fiber traces for complete fiber length
- C. Losses of individual splices and connectors
- D. Losses of other anomalies
- E. Wavelength tested and measurement directions
- F. Manufacturer, model, and serial number of the test equipment
- G. Name and company of the technician performing the tests

All data collected at each location during the tests shall be recorded at the time of the tests using electronic means.

### **3.6.3 Optical Power Meter Test Procedure**

Optical power meter measurements shall be made at the same time as the OTDR tests to determine overall fiber loss and to ensure that fibers have appropriate end-to-end continuity (fibers not crossed). Power meter testing shall be performed at 1310 nm, 1490 nm, and 1550 nm and shall report the relative loss of each fiber strand.



### **3.7 Engineering Redlines**

The Contractor shall perform field markups of engineering drawings provided by Greenlight reflecting specific as-built construction parameters following construction. All such documentation shall be provided to Greenlight and any designated engineering personnel.

Redlined prints shall identify any deviations from Greenlight-supplied engineering drawings, including actual cable slack distances placed (whether more or less than specified). For each slack location, the Contractor shall provide the written distances printed on the fiber cable “tick marks” located at the beginning and end (in/out) of each coil installed in the network.

Construction may not deviate from Greenlight-supplied engineering drawings without prior approval from Greenlight or its appointed designee.

### **3.8 Material Handling**

#### **3.8.1 Greenlight-Supplied Materials**

Greenlight-furnished materials shall be obtained by the Contractor from Greenlight’s warehousing facility (**1800 Herring Ave. E., Wilson, NC 27893**), where the Contractor shall receive and take title to such materials. Upon receipt of such materials, the Contractor shall bear the risk of loss or damage until the materials are incorporated in the project’s job locations and Greenlight has accepted each job location as complete in accordance with the Construction Documents.

Contractor shall be permitted to physically inspect Greenlight-furnished materials prior to acceptance and shall be provided any applicable test data supplied by the manufacturers. Absent any indication of physical damage present when Greenlight-furnished materials received by the Contractor, the materials provided by Greenlight to the Contractor shall be deemed to be without material defect.

The Contractor shall be responsible for maintaining the inventory of these items once received. Any lost or unaccounted-for material will be the responsibility of the Contractor and will be reimbursed to Greenlight.

All other materials needed for the complete installation shall be supplied by the Contractor, and the cost of such incidental supplies shall be included in the Contractor’s bid price for installation.

#### **3.8.2 Materials Damaged**

Any damage to or loss of materials or equipment supplied by Greenlight to the Contractors—which occurs from handling or transport, or from any other source or way—shall be the sole responsibility of the Contractor and the value thereof shall be deducted from any payments due the Contractor.

#### **3.8.3 Salvageable Materials**

The Contractor shall salvage all useful materials and reuse materials for other Greenlight projects to the extent feasible at the Contractor’s discretion.

### **3.8.4 Materials Returned to Greenlight**

The Contractor shall return to Greenlight any Greenlight-supplied materials and fiber optic cable. Any partial fiber spools or hand coils shall be tagged and labeled with the remaining cable footage.

### **3.9 Hours of Operation**

Unless otherwise approved by Greenlight, the Contractor shall perform all work between 8:00 a.m. and 6:00 p.m. Monday-Friday. These Hours of Operation shall be superseded by any local ordinances or requirements listed in the applicable permits for a given area.

### **3.10 Safety Documentation and Training**

The Contractor shall comply with all the requirements set forth in Sections 103 and 107 of the Contract Work Hours and Safety Standards Act ([40 U.S.C. 327330](#)) as supplemented by Department of Labor regulations (29 CFR Part 5). The Contractor shall maintain records of safety training classes held, and any safety certifications held by its employees and sub-contractors.

The Contractor and its employees, agents, and subcontractors must be trained on the Underground Damage Prevention statutes and best practices prior to excavating on Greenlight project. All Contractor crew members must always carry a training verification card with the date of training and prime contractor/subcontractor crew name.

### **3.11 Construction Safety and Health Standards**

The Contractor and any subcontractors shall not require any laborer or mechanic employed in performance of the contract to work under working conditions or in surroundings which are unsanitary, hazardous, or dangerous to the worker's health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, published in the Federal Register on December 16, 1972), as revised from time to time. The Contractors and any subcontractors shall comply with any and all NCOSH and OSHA regulations.

### **3.12 Traffic Control and Work Area Protections**

The Contractor shall provide all equipment necessary to protect the well-being of employees, motorists and all others who come in contact with construction areas. Such precautions include, but are not limited to, crash cushions, flashing arrow boards, lighted barricades, steel plates, and concrete barriers. The Contractor shall ensure that all required signage meets federal, state and local standards.

The Contractor shall furnish, erect, maintain, relocate, and/or remove traffic control devices in accordance with the Contract Documents as well as the latest versions of the NCDOT "Standard Specifications for Roads and Structures, January 2018"; NCDOT "Roadway Standard Drawings Manual, January 2018"; MUTCD; NCDOT Supplement to the MUTCD; or as directed by Greenlight.

All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified by the contract. Traffic control devices shall include, but are not limited to, signs,

drums, barricades, barriers, electronic variable message boards, cones, delineators, flashing arrow panels, temporary guardrails, temporary concrete median barriers, vehicle-mounted temporary impact attenuators, pavement markings, raised reflective pavement markers, NCDOT Certified flaggers, and pilot vehicles.

### **3.12.1 Traffic Control Materials**

Unless otherwise required, materials used in the fabrication and installation of construction traffic control devices shall be in accordance with the applicable provisions of the MUTCD. When traffic control devices are no longer required for traffic handling in the initial phase of construction requiring their use, they may be reused at various locations throughout the project, provided the device is not defaced, is structurally sound, is clean, and otherwise conforms to the above requirements.

All enclosed lens (Engineer's Grade) sheeting required for use on traffic control devices shall have an identification mark on the surface. This mark signifies that the sheeting meets the requirements of Federal Specification L-S-300C for Minimum Reflectivity 1 Sheeting and Tape. The identification mark shall not interfere with the function of the device but, shall be visible both during the day and under illumination at night without the use of special devices. No work on the project shall start until all the traffic control devices required for the work activity are inspected and approved by an applicable Traffic Engineer.

Traffic control devices which do not meet the requirements of this section shall not be used. If a device ceases to meet the requirements of this section during the project, it shall be promptly removed and replaced with a conforming device at no additional compensation. The applicable Traffic Engineer shall have the authority to determine the acceptability of the traffic control devices.

### **3.12.2 Traffic Control Construction Methods**

Existing public streets or highways shall be kept open to traffic at all times by the Contractor unless permission to close these streets, or portions thereof, is granted by the applicable Transportation Engineer. In addition to the applicable Transportation Engineer(s), the Greenlight Project Manager must be contacted by the contractor a minimum of 72 hours before any streets are closed or partially closed. Greenlight staff may request that the Contractor make additional notifications to property owners.

Greenlight staff reserves the right to request changes to the traffic control, or removal of the lane closure all together in the event of a safety or traffic issue.

Traffic control devices shall be installed at the inception of construction operations, and shall be properly maintained, relocated as necessary, cleaned, and operated during the time they are in use. They shall remain in place only as long as they are needed and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the conditions present shall be left in place.

The location, legends, sheeting, dimension, number of supports, and horizontal and vertical placement of warning signs, barricades, and other traffic control devices shall be as required by the plans or the

MUTCD or as directed by the Engineer. The Contractor may submit for the Traffic Engineer's consideration a method for handling traffic other than as shown on the plans. The alternate traffic control plans shall not be used until they are approved in writing by the Engineer. During periods when not warranted, warning signs and other devices shall be removed from the work area, covered with specified material, or otherwise positioned so that they do not convey their message to the traveling public. If covered, the covering material shall be exterior plywood and shall cover the entire face of the sign panel. The covering material shall be installed in such a manner that the sign panel will not be defaced. Non-metal washers or other spacing devices shall be used to keep the plywood covering material from direct contact with the sign panel. Covering material shall be maintained in a neat manner during its use.

Weeds, brush, trees, construction materials, equipment, etc. shall not be allowed to obscure any traffic control device in use. There will be no separate compensation for any trimming or cutting required for this purpose.

Competent and properly trained flaggers, properly attired and equipped, shall be provided in accordance with MUTCD standards and when directed by the Engineer or Inspector or when the Contractor deems it necessary to safely handle traffic through the construction zone. All flaggers shall carry their Flagging Certification Card and present immediately upon request. Any flagger unable to present their Certification Card will be requested to be removed from the worksite immediately.

The Contractor shall assume full responsibility for the continuous and expeditious maintenance of all construction warning signs, barricades, and other traffic control devices which in the opinion of the Engineer are damaged by traffic or other means or deteriorated beyond effectiveness. Conditions covered under maintenance shall include, but shall not be limited to, replacement due to loss of reflectivity; replacement of broken supports; plumbing of leaning signs; cleaning of dirty signs, barricades, and other devices; repair of defaced sheeting and legend; and replacement of stolen or vandalized items. All items used for traffic control shall be maintained in a satisfactory condition. Failure to maintain all traffic control devices in a satisfactory condition may be cause for suspension of construction operations until proper traffic control is re-established.

The Contractor shall follow the construction procedure and maintenance of traffic as shown on the Traffic Control Plan, unless a more workable plan is agreed to by the Engineer prior to or during the execution of the work. The Contractor shall complete each construction phase in the sequence shown if phasing is specified.

Work on the project shall not start until all the traffic control devices required for the particular work activity have been inspected and approved by the Engineer.

The Contractor shall continuously review and maintain all traffic control measures to assure that adequate provisions have been made for the safety of the public and workers.

The Contractor shall furnish a material certification for all new and used reflective sheeting.

### **3.13 Accident Reporting**

Any accident resulting in damage to property or causing personal injury within the limits of a work site shall be immediately reported to the appropriate police agency, other required agencies, and Greenlight.

The Contractor shall immediately contact the Utility Operator/Owner and Greenlight when damage to an underground facility is identified. If a Natural or Propane Gas line is damaged, the Contractor must call 911 prior to notifying the Utility Operator. The Contractor shall not backfill around the underground utility line until the Utility Operator has repaired the damage and has given clearance to backfill. Greenlight will not pay the Contractor for labor, vehicles, material, or equipment or any other cost associated with the repair to any at-fault damage. Failure to comply may result in a verbal warning, suspension of the crew, loss of work, and/or termination.

## 4 Construction Scope of Services

The following sections define the scope and specific requirements for Construction Services Tasks to be provided on a per unit basis according to the proposal pricing sheets (Attachment B-1). All work performed shall adhere to all applicable requirements of Section 3.

Proposed pricing for each unit pricing item specified below shall include all basic mobilization, site preparation, work area protection, incidental materials, and standard traffic control necessary to perform the task safely and according to all applicable specifications in this document. Also, unit pricing shall be inclusive of any overhead and project oversight (foreman, project manager, etc.).

Unless otherwise specified, the basis of pricing and payment shall be network route distance, not material length (cable, conduit, etc.), for linear unit measurements of tasks performed.

### 4.1 Underground Conduit and Cable Installation

#### *Item A1: Installation of Conduit*

This item consists of installing rolled duct (conduit or multi-way conduit), having a nominal diameter of 1.5 inches, with all necessary fittings. Greenlight has the right to reject any installation method proposed for a given work site.

Unless otherwise specified by Greenlight-supplied engineering drawings, conduit shall have a minimum cover of 36 inches as measured from the finished grade, and a minimum of 48 inches below the elevation of the adjacent edge of pavement, whichever is deeper. Conduit shall not extend more than three inches inside a vault or junction well.

Splicing or joining of HDPE conduit is prohibited without prior approval from Greenlight. All conduit joints shall be sealed with the appropriate cement to ensure that the two conduit pieces bond to one another to form a solid waterproof link. For metallic conduit, install metallic bushings and bond conduits.

On or inside a building, conduit shall be installed by drilling anchors into concrete, brick, stone, steel, or wood and mounting the conduit with the proper clamps or hangers.

If bends are required during installation, they must be sweeping bends. Greenlight shall be consulted before any bends are installed to ensure that the proper arc is provided.

If not already pre-installed by the manufacturer, a locatable polyester tape or Bull-lines with a minimum rated strength of 1,250 pounds shall be installed in each conduit for future use.

The tracer wire/tape shall be pulled simultaneously with the installation of fiber optic cable in a continuous length. Where multiple pulls of fiber-optic cable are required and conduit is placed in the same trench or bore, only one tracer wire/tape is required. Where multiple pulls of fiber-optic cable are required and conduits may separate into individual trenches, a tracer wire/tape shall be installed in each conduit run. Waterproof butt splices shall be provided where tracer wire is spliced. Splicing shall be allowed only in

handholes and shall be bonded to the electrical ground rod in each handhole. Grounding points are to be handled by Wilson Greenlight.

For all conduits entering handhole boxes, spare conduits shall be sealed with approved duct plugs. Conduits containing fiber-optic communications cable shall be sealed with mechanical sealing devices.

**Item A1a: Installation Using Directional Boring**

This item consists of horizontal directional drilling/boring and placing conduit. The size of a bore shall not exceed the outside diameter of the conduit by more than one (1) inch. If it does, cement grout shall be pumped into the void.

At all points where HDPE conduit will traverse under roadways, driveways, sidewalks—or in Controlled Access Areas including entrance/exit ramps—conduit shall be placed a minimum depth of 4 feet or 8 times the back reamer’s diameter, whichever is deeper. Conduit shall be placed to maintain a clearance of one foot (12 inches) from a drainage pipe less than 60 inches in diameter while maintaining all other required clearances. A depth of 15 feet below finished grade may be required when crossing an NCDOT-maintained controlled access highway, or as specified by approved permit drawings.

The Contractor shall guarantee the drill rig operator and digital walkover locating system operator are factory-trained to operate the make and model of equipment provided, and have a minimum of one-year experience operating the make and model of drill rig. The Contractor shall submit documentation of the operators’ training and experience for review at least two weeks before start of directional drilling operations.

The Contractor shall provide a means of collecting and containing drilling fluid/slurry that returns to the surface, such as a slurry pit, and shall provide measures to prevent drilling fluids from entering drainage ditches and storm sewer systems. The Contractor shall prevent drilling fluid/slurry from accumulating on or flowing onto pedestrian walkways, driveways, and streets. All drilling fluids/slurry that are accidentally spilled shall be immediately removed. The Contractor shall transport waste drilling fluid/slurry from the site and dispose of it in a method that complies with local, state, and federal laws and regulations.

The Contractor shall provide grounding for the drill rig in accordance with the manufacturer’s recommendations.

All excavated material shall be placed near the top of the working pit and disposed of properly. The Contractor shall backfill pits and trenches to facilitate drilling operations immediately after drilling is completed.

During drilling operation, the Contractor shall locate the drill head every 10 feet along the drill path and before traversing underground utilities or structures using a digital walkover locating system. The locating system must be capable of determining pitch, roll, heading, depth, and horizontal position of the drill head at any point.

Upon completion of the conduit installation, the Contractor shall perform a mandrel test on the conduit system to ensure conduit has not been damaged using a non-metallic mandrel with a diameter of approximately 50 percent of the inside diameter of the conduit. If damage has occurred, the Contractor shall replace the entire length of conduit and ensure that the pull line is re-installed.

**Item A1b: Installation Under Existing Pavement - Open Cut**

This item consists of trenching/cutting in existing pavement and placing conduit in an open trench. All open cutting of roadways must first be approved by Greenlight. The Contractor shall be responsible for the removal of all cut pavement and the replacement and correction of any damaged pavement once the conduit(s) are installed.

The Contractor shall install HDPE conduit for all underground runs, unless otherwise specified by engineering drawings for special conditions (i.e., where conduits cross beneath railroad tracks). If more than one conduit is required between the same points, conduit shall be installed in one common trench. Non-detectable marker tape shall be installed.

The Contractor shall remove all rock and debris from backfill material. Excess material shall be removed from the site and compact area according to NCDOT Standard Specifications Article 300-7. The Contractor shall backfill with excavated material and compact to 95 percent of original density. The trench shall be backfilled at locations along the trench path where non-movable objects, such as rocks and boulders, cannot be avoided. The purpose of the backfill is to provide a gradual change in elevation of the trench, so that excessive bending and stress will not be transferred to conduits once the underground conduit system is installed.

After installation of conduits and upon completion of tamping and backfilling, the Contractor shall perform a mandrel test on the conduit system to ensure conduit has not been damaged using a non-metallic mandrel with a diameter of approximately 50 percent of the inside diameter of the conduit. If damage has occurred, the Contractor shall replace the entire length of conduit and ensure that the pull line is re-installed.

The Contractor shall be responsible for performing temporary patching of affected pavement immediately upon installation of conduit.

**Item A1c: Installation in Unpaved Right-of-Way – Open Trench**

This item consists of trenching/cutting in unpaved right-of-way and placing conduit in an open trench. When trenching is used, the opening shall be filled halfway with the cover material and tamped down firmly before filling in the remainder of the opening to 12 inches below grade.

A fiber optic warning tape shall be installed, and the remainder of the fill shall be added, tamping down the top layer. All fiber shall be marked in the ground with a bright orange (preferably "ULCC" orange) or yellow warning tape at least 3 inches wide. The tape shall have integrated metallic mesh or cable to allow for easy detection. The marking tape shall be buried directly above the conduit run at a depth of



approximately 12 inches below existing grade. The tape shall read "WARNING - OPTICAL CABLE" or other wording approved by Greenlight that conveys the same message.

The Contractor shall rake smooth the top 1.5 inches, and seed with same type of grass as surrounding area. Finish unpaved areas flush with surrounding natural ground.

***Item A2: Installation of Additional Conduit***

This item consists of installing one or more additional conduits at the same time as the initial installation of a single conduit (Item #1). Additional conduits may be stacked one on top of the other, side by side, or in a matrix. The orientation shall be at the Contractor's discretion, but conduits shall not twist around one another or be allowed to deviate from straight-line paths, except in the case of bend installations. Conduits installed at the same time in the same trench or slot shall remain oriented the same in relation to one another throughout the conduit run. Additional conduits installed using directional boring shall be limited to a total of three conduits of the same size.

***Item 2a: Installation of Additional Conduit – Directional Bore***

***Item 2b: Installation of Additional Conduit – Open Cut***

***Item 2c: Installation of Additional Conduit – Open Trench***

***Item A3a: Intermediate Rock Adder***

This item consists of directional boring for instances when a standard directional bore with a standard bore head or reamer are not capable of finding a path through rock without the use of a rock drilling head or reamer. The determination of the use of the Intermediate Rock Adder will be left to the discretion of Greenlight, and billing must be **pre-approved** by Greenlight. The Intermediate Rock Adder is in addition to the unit cost for **Item: A1**.

***Item A3b: Solid Rock Adder***

This item consists of directional boring for instances when a standard directional bore and rock drilling bore head or reamer are not capable of finding a path through rock without the use more specialized rock drilling equipment. The determination of the use of the Solid Rock Adder will be left to the discretion of Greenlight, and billing must be **pre-approved** by Greenlight. The Solid Rock Adder is in addition to the unit cost for **Item: A1**.

***Item A4: Installation of Underground Vaults***

This item consists of constructing and installing underground conduit vaults. The conduit vault shall conform to the dimensions shown in the system design. Several conduits may extend into the vault. All vault lids must be appropriate for the required loading. The base of the vault shall have gravel to a depth of one inch or as specified by Greenlight to promote drainage of water. All conduit ends shall be sealed to minimize water ingress. All vaults are to be installed with the lid reaching but not extending past the grade.

***Item 4a: Installation of Type 1 Underground Vault – Tier 22, 13"x 24"x 15"***

***Item 4b: Installation of Type 2 Underground Vault – Tier 22, 24"x 36"x 24"***

***Item A5: Cable Installation in Conduit***

This item consists of installing fiber optic cable in existing or newly installed conduits that may or may not contain an existing communications cable or cable(s). A strain limiter/release element that will part if the strain exceeds manufacturer's specifications shall be used for outdoor fiber optic cable between the pulling grip and the pulling medium.

Any and all cable(s) pulled into any conduit without the use of an acceptable pulling grip, or without the use of a strain limiter/release element, or by using methods which may result in pulling forces in excess of strain release material set forth herein or prescribed by industry standards are unacceptable.

Any and all cable(s) installed in violation of allowed methodology shall be removed and replaced with new cable(s) using correct methods at no cost to Greenlight.

This item also includes installation of slack cable, either with or without a splice, in slack-loops within underground vaults. Slack footage will be priced on a per foot basis as part of this item.

## **4.2 Aerial Cable Installation**

***Item A6: Cable installation of ADSS fiber optic aerial cable***

This item consists of installing ADSS fiber optic cable in aerial applications. This line item anticipates installation of cable in the power space of the utility pole. This line item includes the installation of dead-ends, trunnions, other approved supporting attachment hardware on utility poles; the placement of ADSS fiber optic cable between pole spans; and any necessary guying (down guys and pole guys).

This item also includes installation of aerial fiber slack loops, either with or without a splice. Slack footage will be priced on a per foot basis as part of this item. Slack loops shall be installed in each location specified by Greenlight-approved engineering drawings, observing the minimum bend radius specified by the cable manufacturer at all times.

***Item A7: Installation of Transition Pole Risers (U-guards)***

This item consists of installing a single pole riser with up to a 1.5-inch diameter, including all required fasteners. The U-guard shall be installed to overlap the HDPE conduit sweep emerging from below ground by no less than 6 inches and shall extend from the ground surface (leaving no gap) to a height on the pole of no less than 10 feet, including any bell boots or adapters at the pole base. The U-guard shall be properly attached to the utility pole per manufacturer instructions.

This item does not include placement of fiber optic cable(s) within the riser, which shall be invoiced on a linear foot basis using **Item: A5**.

### 4.3 Fiber Splicing, Termination and Testing

#### ***Item A8: Installation of Fiber Distribution Cabinet***

This item consists of the installation of a pole-mounted fiber distribution panel, typically for fiber strand counts of 288. This item includes any required assembly of the termination housing/frame; mounting the housing/frame (including mounting to a metal or wooden utility pole using appropriate mounting hardware); installation of splice trays, connector modules and pigtails, optical splitter modules, and cable management hardware; and proper labeling of fiber ports.

This item does not include fiber splicing.

#### ***Item A9: Installation of New or Re-entry of Existing Cable Demarcation Enclosure***

This item consists of the physical preparation and installation of indoor/outdoor cable demarcation enclosure, but does not include the actual fiber strand splicing.

For new installation, this item includes the equipment setup and mounting of the enclosure on a pole for one or more cables containing up to 288 single fiber strands. Additionally, this item includes the preparation of cable ends for termination in the enclosure.

For an existing cable demarcation enclosure, this item consists of reentering an existing cable demarcation enclosure to make additional terminations.

Cable demarcation enclosure installation shall be performed in accordance with applicable standards and manufacturer instructions.

#### ***Item A10: Installation of New or Re-entry of Existing Splice Enclosure***

This item consists of the physical preparation and installation of a non-encapsulated, gasket-sealed, “Hinged” or “Domed” splice enclosure, but does not include the actual fiber strand splicing.

For new installation, this item includes the equipment setup, preparation of cable ends for splicing, and installing the splice enclosure in an underground vault or the mounting on a pole in aerial applications for one or more cables containing up to 288 single fiber strands.

For an existing splice enclosure, this item consists of reentering an existing non-encapsulated, gasket-sealed splice enclosure to make additional splices, installing a new gasket, and resealing the enclosure after the splice work has been completed.

Splice enclosure installation shall be in accordance with applicable standards and manufacturer instructions.

#### ***Item A11: Installation of Mid-sheath Splice Enclosure (Ring Cut)***

This item consists of the physical preparation and installation of a non-encapsulated, gasket-sealed “Hinged” or “Domed” splice enclosure for a mid-sheath splice but does not include the actual fiber strand splicing.

This item allows access to one or more fibers for splicing without cutting the entire cable. It consists of cutting away a section of cable jacketing to expose the buffer tubes, cutting or splitting open a buffer tube (depending on whether there are active fibers in that tube), preparing the designated fibers for splicing, and installing a splice enclosure to house the exposed section of cable. It typically will be performed on Greenlights backbone fiber to facilitate splicing to a new or existing lateral fiber cable.

Care shall be taken not to cut any fibers that are in active use and may require use of an active fiber identifier to verify strands not in-use before cutting strands. The work may include pulling fiber cable slack from adjacent handholes and includes installing the splice enclosure in an underground pull box or vault for one or more cables containing up to 288 single fiber strands.

***Item A12: Splicing of Fiber (per Strand)***

This item consists of splicing two ends of single-mode fiber, placing the fused fiber in a splice tray, and placing the tray in a splice enclosure, pole-mounted or in underground vault. All fiber shall be fusion spliced. Splices shall have an optical attenuation of no more than 0.01 dB at 1310 nm, 1490 nm, and 1550 nm.

***Item #A13a: OTDR Testing of Un-terminated Cable***

This item consists of bi-directional OTDR testing of an un-terminated, installed fiber optic cable, requiring the use of bare fiber adapters. Pricing shall be provided on a per strand basis for lateral cables ranging from 12-count to 288-count.

All fiber strands shall be tested using an OTDR at 1310 nm, 1490 nm, and 1550 nm and documented according to the specifications in Section 3.6.

***Item #A13b: Final Acceptance testing of Terminated cable***

This item consists of bi-directional OTDR, and power meter testing installed fiber optic cable, terminated on both ends. Pricing shall be provided on a per strand basis for all connected Greenlight locations.

All fiber strands shall be tested at 1310 nm, 1490 nm, and 1550 nm and documented according to the specifications in Section 3.6.

## 5 Time and Material Rates

The following items are intended for any work completed on a time and material basis outside the scope of the items in Section 4, which may include but not be limited to utility pole make ready work. Pricing shall be provided on a per unit basis in the proposal pricing sheets (Attachment B-2). All work performed shall adhere to all applicable requirements of Section 3.

All time and material billing must be **pre-approved** by Greenlight.

### ***Item #B1: Foreman***

This item shall consist of providing a Foreman for a construction or installation crew at any location, as directed by Greenlight. The payment for the item shall be made at the contract unit price per hour bid for “Foreman,” which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor’s allowable administrative costs and markup, and necessary incidentals.

### ***Item #B2: Technician***

This item shall consist of providing a Technician for an installation crew at any location, as directed by Greenlight. The payment for the item shall be made at the contract unit price per hour bid for “Technician,” which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor’s allowable administrative costs and markup, and necessary incidentals.

### ***Item #B3: Assistant***

This item shall consist of providing a Helper or Assistant for a cable or splice installation crew at any location, as directed by Greenlight. The payment for the item shall be made at the contract unit price per hour bid for “Assistant,” which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor’s allowable administrative costs and markup, and necessary incidentals.

### ***Item #B4: Laborer***

This item shall consist of providing a Laborer for a construction crew at any location, as directed by Greenlight. The payment for the item shall be made at the contract unit price per hour bid for “Laborer,” which price and payment shall constitute full compensation for wages, transportation to and from the work site, Contractor’s allowable administrative costs and markup, and necessary incidentals.

### ***Item #B5: Air Compressor***

This item shall consist of providing an Air Compressor with a minimum CFM rating of 150. The use and payment of this item at any location shall be subject to the approval of Greenlight.

### ***Item #B6: Generator***

This item shall consist of providing a Generator with a minimum capacity of 6,500 watts. This item consists of providing a Generator. This category includes a gasoline, hydraulic or other powered unit capable of

providing 110/220 volts of electricity. This item includes transporting the unit to and from the work site as well as monitoring the unit for continuous operation.

***Item #B7: Bucket Truck - Short (Reach Up To 40 Feet)***

This item shall consist of providing a short Bucket Truck. The truck must be capable of lifting two persons with tools and equipment to a height of up to 40 feet. The use and payment of this item at any location shall be subject to approval of Greenlight.

***Item #B8: Large Vehicle***

This item shall consist of providing a large vehicle with tools. This category applies to all large vehicles required for outside plant construction activity. This category includes all tools (shovels, rakes, pick-axes, etc.), required for the type of construction work to be performed. Examples of a Large Vehicle include a tandem axle dump or flatbed truck, material handler truck, rear-end loader, roll back truck, tractor trailer, large bucket truck, etc.

***Item #B9: Medium Vehicle***

This item shall consist of providing a medium vehicle with tools. This category applies to all medium vehicles required for outside plant construction activity. This category includes all tools (shovels, rakes, pick- axes, etc.) required for the type of construction work to be performed. Examples of a Medium Vehicle include a utility truck, chip disposal truck, single axle dump or flatbed truck, stake-body utility truck, etc.

***Item #B10: Small Vehicle***

This item shall consist of providing a small vehicle with tools. This category applies to all small vehicles required for outside plant construction activity. This category includes all tools (shovels, rakes, pick-axes, etc.) required for the type of construction work to be performed. Examples of a Small Vehicle include a pick-up truck, four- wheel drive vehicle, van, farm tractor, etc.

***Item #B11: Large Equipment***

This item consists of providing large equipment with a trailer. This category applies to all large equipment required for outside plant construction activity. This category includes all equipment required for the type of construction work to be performed. Examples of Large Equipment include a bull-dozer, trac-hoe, back-hoe with greater than 40' reach, directional drill, crash truck, large bucket, vacuum truck, vibratory plow 36", etc.

***Item #B12: Medium Equipment***

This item consists of providing medium equipment with a trailer. This category applies to all medium equipment required for outside plant construction activity. This category includes all equipment required for the type of construction work to be performed. Examples of Medium Equipment include a back- hoe with 14' reach, front end loader small, roller, cable plow, vibratory plow 24", etc.

***Item #B13: Small Equipment***

This item consists of providing small equipment with a trailer. This category applies to all small equipment required for outside plant construction activity. This category includes all equipment required for the

type of construction work to be performed. Examples of Small Equipment include a ditch witch, walk behind plow, generator trailer, light tower, arrow board, compressor, bush hog, bobcat, vibratory plow 18", chipper, rotary hammer, tamp, core driller, etc.

***Item #B14: Light Plant***

This item consists of providing a light plant that will provide enough illumination to meet the job's requirements. This category includes gasoline, diesel, propane, natural gas, solar, etc. powered units. This includes transporting the unit to and from the work site as well as monitoring the unit for continuous operation.

***Item #B15: Crash Cushion***

This item consists of providing a Department of Transportation approved portable cushion, which is attached to and moved by a truck. Greenlight will not be responsible for replacement or repair of crash cushions in cases of accidents involving purpose of use.

***Item #B16: Flashing Arrow Board***

This item consists of providing a Department of Transportation approved traffic arrow capable of sequential or flashing lighted signals to control traffic flow. This category shall include all gasoline, propane, or other fuels used to power the equipment.

***Item #B17: Lighted Barricade***

This item consists of providing Department of Transportation approved barricades Type I with 8-inch diameter flashing amber lights.

***Item #B18: Steel Plate***

This item consists of providing Department of Transportation approved steel plates and will be invoiced as each plate per day (continuous 24-hour period), and includes any pins or patch required to safely set the plate. The category includes placement and maintenance of the plate.

***Item #B19: Concrete Barriers***

This item consists of providing concrete barriers (Jersey walls) used for work area protection. This category includes set-up, movement, removal, and maintenance of concrete barriers.

***Item #B20: Water Pump***

This item consists of providing an electric, gasoline, or hydraulic operated pump capable of discharging at least 200 GPM (gallons per minute). Pump must be designed to operate in manhole environments where debris may be present in the liquid being pumped.

## 6 Technical and Price Proposals

### 6.1 Technical Proposal Document Requirements

This Invitation to Bid requires the return of sufficient narrative in response to the technical requirements of this document, including any exceptions the Contractor may take (on company letterhead), Attachment B (Technical Price Proposal Sheets), and Attachment C (Contractor Qualifications). Failure to return required documents may be cause for rejection of proposal.

Submissions shall include a Proposal that details the capabilities and qualifications of the Contractor to meet the requirements of this document. The detail shall include:

- The Contractor's technical approach to construction of fiber optic cabling with an emphasis on a safe work environment, professional and quality workmanship, and timely completion of work (to include Contractor's use of equipment and facilities). Proposals shall describe the availability of the Contractor's resources to mobilize and an estimated timeline to initiate construction efforts, not including permitting and other tasks outside the scope of the Contractor. Also, Proposals shall describe the availability of the Contractor's resources to provide a dedicated and continuous effort towards the construction of Greenlight's fiber network, including number of crews and primary equipment resources that can be dedicated to Greenlight for the estimated duration of the project.
- The Contractor's Management Plan to include a staffing plan; a subcontracting plan indicating the proposed sub-contractors to be used; a quality control plan that identifies service warranties; a sustainability plan describing to what extent the Contractor is environmentally conscious and a safety plan demonstrating compliance with OSHA and other applicable requirements.
- A list of five references in construction of single mode fiber optic cable (underground and aerial) in an outside plant environment during the past five years (Attachment C, Contractor's Qualification Information). References may be contacted.
- Resumes for Key Personnel
- Proposal Pricing Sheets (Attachment B)

Timely proposals become the property of Greenlight. Late proposals will not be considered and will be returned unopened.

The submission of a proposal on this Invitation to Bid will be considered as a representation that the Bidder: (1) has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal; (2) has carefully reviewed all contract documents; (3) is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished; and (4) is familiar with all federal, state and



county laws, as well as all municipal codes and ordinances that in any way affect the prosecution of the work or persons engaged or employed in the work.

## **6.2 Price Proposal Submission Instructions**

Price proposals shall be for turnkey delivery of a fiber optic network as specified in this document and according to the estimated quantities specified in the Proposal Pricing Sheet (Attachment B). Greenlight reserves the right to award all or any portion of the specified scope. Proposal pricing shall remain valid during the term of the negotiated contract for same services required for the expansion or modification of the particular project's scope or design—to include, but not limited to, the modification of network routes, or expansion of the project scope to other portions of Greenlight's network.

Proposed pricing shall be provided in Attachment B-1 for unit pricing of Construction Services Tasks defined in Section 4. Each item shall include all basic mobilization, site preparation, work area protection, and standard traffic control necessary to perform the task safely and according to all applicable specifications in this document. Also, unit pricing shall be inclusive of any overhead costs, project oversight (foreman, project manager, etc.), and quality control.

Unless otherwise specified, the basis of pricing and payment shall be network route distance, not material length (cable, conduit, etc.), for linear unit measurements of tasks performed.

The "Total Proposal Price" calculated on Attachment B-3 shall be the basis of proposal pricing evaluation and must represent a turnkey price for construction of the Greenlight FTTP feeder extensions as described within this document.

## 7 Evaluation of Proposals

Bidder must be a responsible bidder and must satisfactorily prove to Greenlight that they have adequate facilities, manpower and financial capacity to perform all requirements. Bidder shall demonstrate and warrant to the satisfaction of Greenlight that the bidder and/or the Bidder's subcontractors have the technical expertise, relevant project experience, and ability to complete the various elements of the contract and scope of work. Specifically, the Bidder shall demonstrate sufficient success and experience on similar projects of similar scope, in order to be considered a responsible bidder.

Prospective bidders must have a minimum of five years' experience performing fiber optic construction and related tasks for projects of similar size and scope. Submissions shall include a Technical Submittal that details the capabilities and qualifications of the Contractor to meet the requirements of this RFP. The details shall include:

- The Contractor's technical approach to construction of fiber optic cabling with an emphasis on a safe work environment, professional and quality workmanship, and timely completion of work (to include the Contractor's use of equipment and facilities). The submission should detail, at a minimum, the Contractor's ability to do the following:
  - Approach to utility locates and test pitting
  - Methods protection of fiber optic cable and related materials from damage during installation
  - Equipment to be used
  - Approach to work area protection
  - Anticipated construction phasing
  - Approach to project status reporting and communications with Greenlight and its Engineering Consultant
- The availability of the Contractor's resources to mobilize and an estimated timeline to initiate construction efforts, not including permitting and other tasks outside the scope of the Contractor. Also, submissions shall describe the availability of the Contractor's resources to provide a dedicated and continuous effort towards the construction of Greenlight's fiber network, including number of crews and primary equipment resources that can be dedicated to Alexandria for the estimated duration of the project.
- If you have any projects that may cause a conflict of interest, are competing for resources, or could otherwise hinder the proposed timeframes, please describe those projects and how the firm manages multiple client priorities.
- The Contractor's staffing plan; a subcontracting plan indicating the proposed sub-contractors to be used; a quality control plan that identifies service warranties

- A list of five references in construction of fiber optic cable in an outside plant environment for similar projects during the past five years. References may be contacted.
- Resumes for key personnel proposed for this project—including quality control personnel, jobsite foreman/crew leaders, and equipment operators—indicating related experience, training, and certifications relevant to the scope of work. Foreman/crew leader(s) should have a minimum seven (7) years of experience.

The submission of a bid will be considered as a representation that the Bidder: (1) has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the bid; (2) has carefully reviewed all contract documents; (3) is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished; and (4) is familiar with all federal, state and county laws, as well as all municipal codes and ordinances that in any way affect the prosecution of the work or persons engaged or employed in the work.

Contractor shall incorporate all specifications, terms and conditions in every subcontract issued pursuant to or under this Contract and shall require the same reference or inclusion be contained in every subcontract entered into by any subcontractor.

Greenlight reserves the right to reject any or all bids and to make the award as deemed in the best interest of Greenlight.

## 8 General Terms and Conditions

1. **Default and Performance Bond:** In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
2. **Governmental Restrictions:** In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **Availability of Funds:** Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
4. **Taxes:** Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **Situs and Governing Laws:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **Payment Terms:** Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
7. **Non-Discrimination:**
  - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
  - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.
9. **Intellectual Property Warranty and Indemnity:** Vendor shall hold and save the City, its officers, agents

and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.

**10. Termination for Convenience:** If this contract contemplates deliveries or performance over a period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.

**11. Advertising:** Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.

**12. Access To Persons and Records:** An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.

**13. Assignment:** No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.

**14. Insurance:**

**Coverage** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost

shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**Requirements** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

15. **General Indemnity:** The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
17. **Confidentiality:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
21. **Compliance With Laws:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
22. **Entire Agreement:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless

specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

- 23. Amendments:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
- 24. Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 25. Sovereign Immunity:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.
- 26. E-Verify:** Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.
- 27. Iran Divestment Act Certification:** Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 28. Evaluation Of Bid:** All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
- 29. Bid/Proposal Public Record:** All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.

- 30. Recommendation Of Award:** The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
- 31. Cost For Proposal Preparation:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
- 32. Inspection At Vendor's Site:** The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
- 33. Vendor Registration:** All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.  
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>



## 9 Federal Contract Provisions

### Federal Participation Disclosure

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration (EDA) and therefore is subject to the Federal laws and regulations associated with that program. Greenlight seeks to purchase the materials described within this RFP through an EDA investment: **EDA Project #04-79-07580**.

### Buy America Provision

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance.

### Additional Required Federal Contract Provisions

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 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, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 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 the awarding agency.

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. PROCUREMENT OF RECOVERED MATERIALS:
  - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— **(2 CFR 200.323)**
    - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. Meeting contract performance requirements; or
    - iii. At a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- K. DOMESTIC PREFERENCES FOR PROCUREMENT: The contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as stated in 2 CFR 200.322.
  
- L. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: The products and services supplied and or provided meet the conditions of 2 CFR 200.216, which prohibits use of certain telecommunications and video surveillances services or equipment.

# E-Verify Affidavit

State of North Carolina

County of \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_

State of North Carolina County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

## References

**COMPANY NAME** \_\_\_\_\_

Provide three references for our records:

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## HUB Certified/Minority Business Participation

I, \_\_\_\_\_,  
 (Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\*HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**The total value of minority business contracting will be (\$)**\_\_\_\_\_

## State of North Carolina - AFFIDAVIT A - Listing of Good Faith Efforts

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

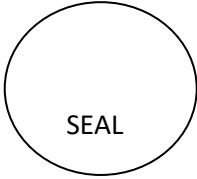
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with



GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

State of North Carolina - AFFIDAVIT B - Intent to Perform Contract  
with Own Workforce

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

\_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

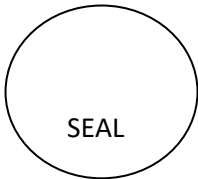
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_  
(Project Name)

Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

**\*\*HUB Certification with the state HUB Office required to be counted toward state participation goals.**

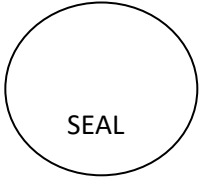
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## State of North Carolina - AFFIDAVIT D - Good Faith Efforts

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

\_\_\_\_\_  
(Project Name)

Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

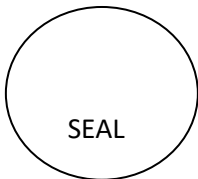
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## Bid Sheet

Base Bid: \_\_\_\_\_

NC Sales Tax: \_\_\_\_\_

Delivery Cost (if applicable) \_\_\_\_\_

**Total Cost to City:** \_\_\_\_\_

**Bids should include an itemized schedule by quantity, unit price and total. Please attach itemized list to back of this sheet.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

NC Contractor's License Type and Number: \_\_\_\_\_

Number of Addendums Acknowledged (circle one) N/A    1    2    3    4

Authorized Signature: \_\_\_\_\_

Print Name of Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## Execution of Bid

By submitting this BID, the potential contractor certifies the following:

An authorized representative of the firm signs this BID.

It can obtain insurance certificates as required within 10 days after notice of award.

The cost and availability of all equipment, materials, supplies associated with performing the services described herein have been determined and include in the proposed cost.

All labor costs, direct and indirect, have been determined and included in the proposed cost.

The offeror can and will provide the specified performance bond or alternate performance guarantee.

The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Typed or printed name)

**THIS PAGE MUST BE SIGNED ABOVE AND INCLUDED IN YOUR BID.  
UNSIGNED BIDS WILL NOT BE CONSIDERED! LEAVE BELOW BLANK FOR CITY.**

ACCEPTANCE OF BID - CITY OF WILSON

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*\*City of Wilson Purchase Order Number needed to begin work, submit invoices, and obtain payment\*\***



**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT A: DESIGN DRAWINGS**

The design drawings associated with this RFP (**Bid # 2022-11**) will be issued as hard copies and can be obtained at **City of Wilson - 1800 Herring Avenue – OPS Center-Purchasing Department**. Digital files shall be available upon request and can be obviated via a secure city portal.

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT B: PRICE PROPOSAL SHEET**

**ATTACHMENT B-1: Construction Service Proposal Pricing Sheet**

<b>Bid Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Price</b>	<b>Extended Price</b>
<b>CONSTRUCTION SERVICES - PRICE PROPOSAL SHEET</b>					
<b>UNDERGROUND CONDUIT AND CABLE INSTALLATION (SECTION 4.1)</b>					
A1a	Installation using Directional Boring	FT	9,229		
A1b	Installation Under Existing Pavement - Open Cut	FT	0		
A1c	Installation in Unpaved Right-of-Way – Open Trench	FT	0		
A2a	Installation of Additional Conduit – Directional Bore	FT	1,100		
A2b	Installation of Additional Conduit – Open Cut	FT	0		
A2c	Installation of Additional Conduit – Open Trench	FT	0		
A3a	Intermediate Rock Adder	EA	0		
A3b	Solid Rock Adder	EA	0		
A4a	Installation of Type 1 Underground Vault – Tier 22, 13”x 24”x 15”	EA	36		
A4b	Installation of Type 2 Underground Vault – Tier 22, 24”x 36”x 24”	EA	18		
A5	Cable Installation in Conduit	FT	7,295		
<b>AERIAL CABLE INSTALLATION (SECTION 4.2)</b>					
A6	Cable installation of ADSS fiber optic aerial cable	FT	125,924		
A7	Installation of Transition Pole Risers (U-guards)	EA	7		
<b>FIBER SPLICING AND TESTING (SECTION 4.3)</b>					
A8	Installation of Fiber Distribution Cabinet	EA	14		
A9	Installation of New or Re-entry of Existing Cable Demarcation Enclosure	EA	6		
A10	Installation of New or Re-entry of Existing Splice Enclosure	EA	215		
A11	Installation of Mid-sheath Splice Enclosure (Ring Cut)	EA	12		
A12	Splicing of Fiber (per Strand)	EA	9,647		
A13a	OTDR Testing of Un-terminated Cable	EA	0		
A13b	Final Acceptance testing of Terminated cable	EA	2,660		

**Price Proposal Sheet B-1 (Construction Services) Total: \$ \_\_\_\_\_**

**ATTACHMENT B-2: Time & Materials Proposal Pricing Sheet**

<b>Bid Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Price</b>	<b>Extended Price</b>
<b>CONSTRUCTION SERVICES - PRICE PROPOSAL SHEET</b>					
B1	Foreman	HR	1		
B2	Technician	HR	1		
B3	Assistant	HR	1		
B4	Laborer	HR	1		
B5	Air Compressor	HR	1		
B6	Generator	HR	1		
B7	Bucket Truck - Short (Reach Up To 40 Feet)	HR	1		
B8	Large Vehicle	HR	1		
B9	Medium Vehicle	HR	1		
B10	Small Vehicle	HR	1		
B11	Large Equipment	HR	1		
B12	Medium Equipment	HR	1		
B13	Small Equipment	HR	1		
B14	Light Plant	HR	1		
B15	Crash Cushion	HR	1		
B16	Flashing Arrow Board	HR	1		
B17	Lighted Barricade	HR	1		

**ATTACHMENT B-3: Proposal Pricing Summary Sheet**

A unit price is an amount stated in the Construction Agreement as a price per unit of measurement for materials or service and shall be added to or deducted from the contract Sum by Change order in the event that a specific material and/or service provided by the Contractor is increased or decreased from the Estimated Quantity Bid in the Construction Agreement.

Unit prices are complete for labor, equipment, incidental material, overhead and profit. Proposal Price includes the quantity of each item to be furnished complete according to the work shown on the plans and specifications and as estimated herein, inclusive of all appurtenances, as shown and specified. Any unused amount will be credited to the Owner by change order at the end of the project. Likewise, any item installed and accepted by the Owner that exceed the Contract Quantity estimated for that particular Bid item will be paid to the Contractor by Change Order at the Progress Payment that follows approval of the installation of the additional work items.

**Proposal Price (Sheet B-1 Only):** \$ \_\_\_\_\_

[If Bidder is not an individual, enter entity name here]

By: \_\_\_\_\_

(Signature)

NAME OF SIGNER: \_\_\_\_\_

(Please Print or Type)

TITLE OF SIGNER: \_\_\_\_\_

(Please Print or Type)

DATE:

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT C: CONTRACTOR'S QUALIFICATION INFORMATION**

**Contractor's Qualification Information**

Name of Company: \_\_\_\_\_

1. References: Please provide name and contact information of the owner or manager for five current or past accounts for which the Contractor has performed outdoor plant fiber construction services in the past five years.

1.1. Account Name Contract Completion Date

\_\_\_\_\_

Owner/Manager

Value of Contract

\_\_\_\_\_

Address

Telephone

\_\_\_\_\_

\_\_\_\_\_

E-mail

\_\_\_\_\_

1.2. Account Name Contract Completion Date

\_\_\_\_\_

Owner/Manager

Value of Contract

\_\_\_\_\_

Address

Telephone

\_\_\_\_\_

\_\_\_\_\_

E-mail

\_\_\_\_\_



Account Name

Contract Completion Date

\_\_\_\_\_

\_\_\_\_\_

Owner/Manager

Value of Contract

\_\_\_\_\_

\_\_\_\_\_

Address

Telephone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail

\_\_\_\_\_

\_\_\_\_\_

1.3.

Account Name

Contract Completion Date

\_\_\_\_\_

\_\_\_\_\_

Owner/Manager

Value of Contract

\_\_\_\_\_

\_\_\_\_\_

Address

Telephone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail

\_\_\_\_\_

\_\_\_\_\_

1.4.

Account Name

Contract Completion Date

\_\_\_\_\_

\_\_\_\_\_

Owner/Manager

Value of Contract

\_\_\_\_\_

\_\_\_\_\_

Address

Telephone

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail

\_\_\_\_\_

\_\_\_\_\_

2. The Contractor has provided services as described in this Request for Bid for the past \_\_\_\_\_ years

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT D: CD-512 FORM**

### CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

#### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 any agency, 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

#### Statement for Loan Guarantees and Loan Insurance

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

In any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

City of Wilson

AWARD NUMBER AND/OR PROJECT NAME

04-79-07580

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Will Aycock, Greenlight General Manager

SIGNATURE



DATE

5-9-22

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT E: DBA Wage Determinations**

"General Decision Number: NC20220091 02/25/2022

Superseded General Decision Number: NC20210091

State: North Carolina

Construction Type: Highway

Counties: Beaufort, Bertie, Bladen, Camden, Carteret, Chowan, Columbus, Craven, Dare, Duplin, Gates, Granville, Halifax, Harnett, Hertford, Hyde, Jones, Lenoir, Martin, Northampton, Pamlico, Pasquotank, Perquimans, Robeson, Sampson, Scotland, Tyrrell, Vance, Warren, Washington and Wilson Counties in North Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

\* SUNC2014-006 11/17/2014

	Rates	Fringes
BLASTER.....	\$ 21.85	
CARPENTER.....	\$ 13.72 **	
CEMENT MASON/CONCRETE FINISHER...\$	14.26 **	
ELECTRICIAN		
Electrician.....	\$ 18.69	2.66
Telecommunications		
Technician.....	\$ 14.72 **	1.67
IRONWORKER.....	\$ 16.32	
LABORER		
Asphalt Raker and Spreader..\$	12.42 **	
Asphalt Screed/Jackman.....\$	13.48 **	
Carpenter Tender.....	\$ 10.85 **	
Cement Mason/Concrete		
Finisher Tender.....	\$ 11.35 **	
Common or General.....	\$ 10.12 **	
Guardrail/Fence Installer...\$	13.39 **	
Pipelayer.....	\$ 13.31 **	
Traffic Signal/Lighting		
Installer.....	\$ 16.88	
PAINTER		
Bridge.....	\$ 19.62	
POWER EQUIPMENT OPERATOR		
Asphalt Broom Tractor.....\$	13.28 **	
Bulldozer Fine.....	\$ 18.46	
Bulldozer Rough.....	\$ 14.09 **	
Concrete Grinder/Groover....\$	24.66	
Crane Boom Trucks.....	\$ 17.25	
Crane Other.....	\$ 21.48	
Crane Rough/All Terrain....\$	19.00	
Drill Operator Rock.....	\$ 15.43	1.61
Drill Operator Structure....\$	19.12	
Excavator Fine.....	\$ 17.61	
Excavator Rough.....	\$ 12.99 **	
Grader/Blade Fine.....	\$ 16.73	
Grader/Blade Rough.....	\$ 15.28	
Loader 2 Cubic Yards or		
Less.....	\$ 10.28 **	
Loader Greater Than 2		
Cubic Yards.....	\$ 13.58 **	
Material Transfer Vehicle		
(Shuttle Buggy).....	\$ 17.39	
Mechanic.....	\$ 18.63	
Milling Machine.....	\$ 14.38 **	
Off-Road Hauler/Water		

Tanker.....	\$ 9.30	**
Oiler/Greaser.....	\$ 13.45	**
Pavement Marking Equipment..	\$ 11.87	**
Paver Asphalt.....	\$ 15.53	
Roller Asphalt Breakdown....	\$ 12.13	**
Roller Asphalt Finish.....	\$ 13.65	**
Roller Other.....	\$ 10.48	**
Scraper Finish.....	\$ 13.98	**
Scraper Rough.....	\$ 10.17	**
Slip Form Machine.....	\$ 19.29	
Tack Truck/Distributor		
Operator.....	\$ 14.56	**

TRUCK DRIVER

GWR of 26,000 or Less.....	\$ 10.35	**
GWR of 26,001 Lbs or		
Greater.....	\$ 12.04	**

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\*\*\*\*  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can



be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT F: EDA Contracting Provisions for Construction  
Projects**



OMB Number: 0610-0096  
Expiration Date: 11/30/2021

**U. S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS  
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

Economic Development Administration  
Contracting Provisions for Construction Projects

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1. **DEFINITIONS**

*Agreement* – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

*Architect/Engineer* - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

*Contract* – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

*Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

*Contractor* – The individual or entity with whom the Owner has entered into the Agreement.

*Drawings or Plans* – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

*EDA* - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

*Owner* – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

*Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

*Recipient* – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

*Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

*Subcontractor* – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

*Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## 2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

## 3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

- (a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- (b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.
- (c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.
- (d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.
- (e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.
- (f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.



9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

9. **INSPECTION AND TESTING OF MATERIALS**

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(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**  
**(as required by section 602 of PWEDA)**

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(b) Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity



requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **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 that person is employed on such work to work in excess of forty 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 hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or 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, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

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

Economic Development Administration  
Contracting Provisions for Construction Projects

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The 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 the contractor's legal duty to furnish information.

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

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

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in 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) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(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 vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient 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, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA 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 EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient 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 EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

## 21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to 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 such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

## 22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic



Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Economic Development Administration Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

*See also* 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT G: EDA Site Signage Requirements**



## EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

### EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x 3/4"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

"EDA" in blue;

"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION" in black;

"In partnership with" in blue;

(Actual name of the) "EDA Grant Recipient" in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

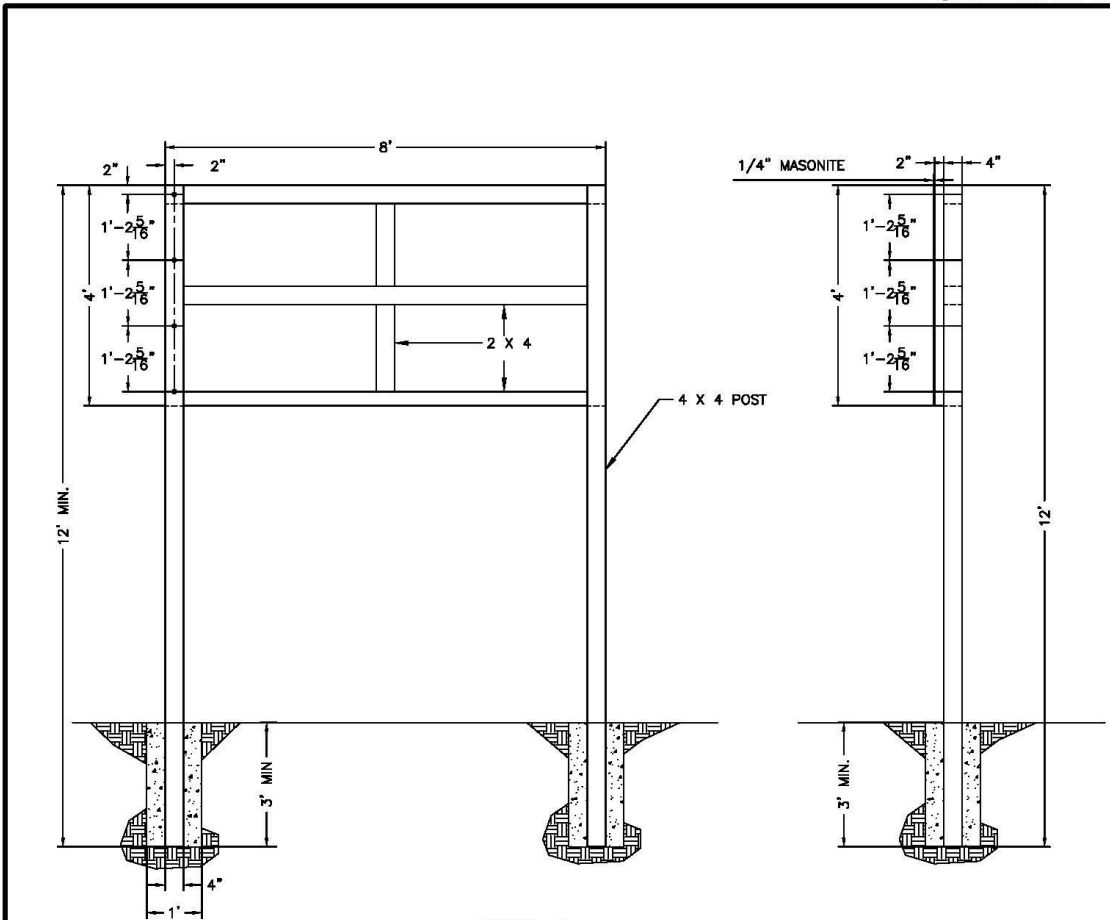
"U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT  
ADMINISTRATION" use Bank Gothic Medium - **BANK GOTHIC MED**

"In partnership with" use Univers™ 55 Oblique - **Univers 55**

(Name of) "EDA Grant Recipient" use Univers™ Extra Black 85 **Univers 85**

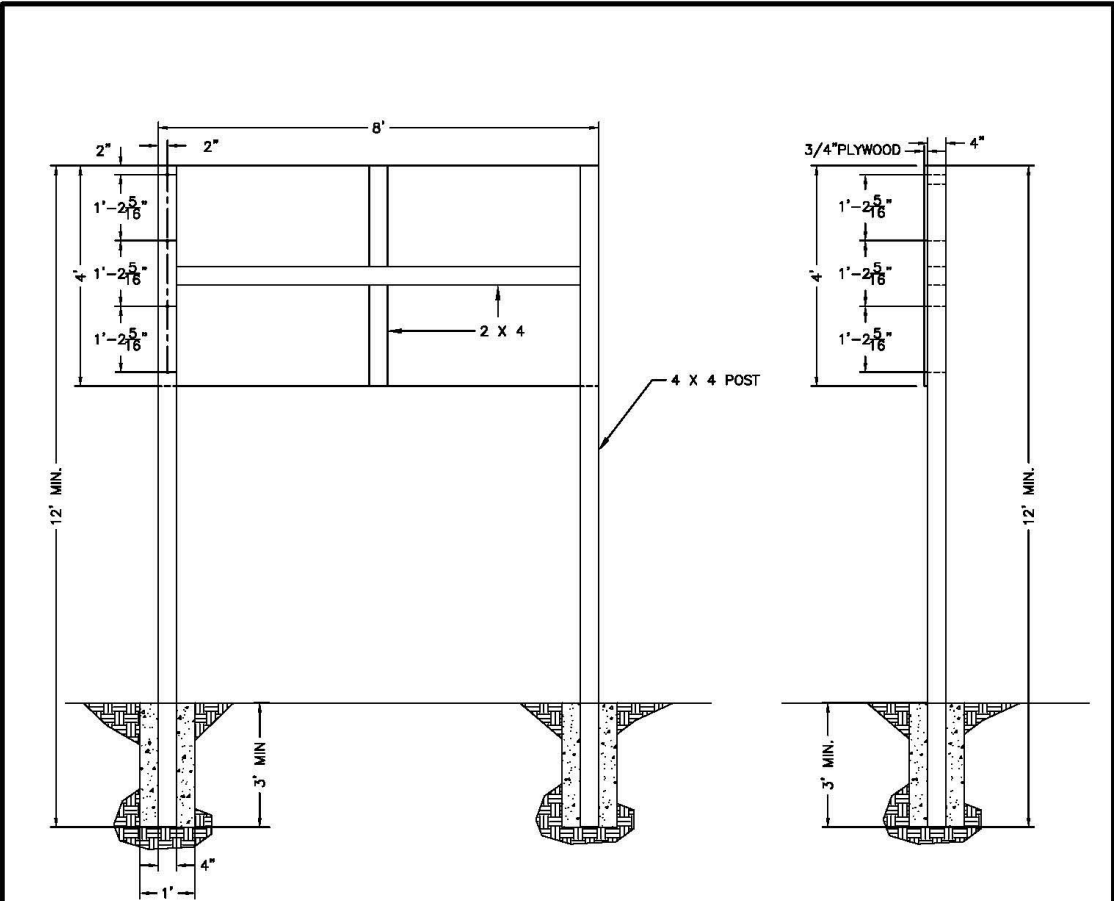
Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A  
MASONITE SIGN  
SCALE: 3/8" = 1'

PROJECT - SIGN A
ECONOMIC DEVELOPMENT ADMINISTRATION



SIGN B  
PLYWOOD SIGN  
SCALE: 3/8" = 1'

PROJECT - SIGN B
ECONOMIC DEVELOPMENT ADMINISTRATION



# EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

*In partnership with*

**<EDA Grant Recipient Name>**





**REQUEST FOR PROPOSALS**



**CITY OF WILSON / GREENLIGHT COMMUNITY BROADBAND**

**CONSTRUCTION SERVICES**

**FOR**

**EDA PROJECT #04-79-07580**

**Bid # 2022-11**

**ATTACHMENT H: Affirmative Action Requirements**

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
	31.7 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of North Carolina

County of Wilson

City of Wilson