



REQUEST FOR PROPOSALS

Telecommunication Infrastructure Project (FTTH)

BID NUMBER: 082024-01

RESPONSE DUE DATE: August, 2024 @ 3:00 PM

Newport Utilities (NU) is seeking proposals for construction of a Telecommunication Infrastructure Project. This project will be constructed in several areas of Cocke County, Tennessee. Details are provided on attached Document 1.

All proposals must be electronically delivered to Bid Net.

Newport Utilities - Bid Opportunities and RFPs | BidNet Direct
(<https://www.bidnetdirect.com/tennessee/newportutilities>)

To submit a bid, you must register as a vendor on the link above. Below are instructions on how to register as a vendor for free: Newport Utilities utilizes this procurement system to post all solicitation opportunities. We welcome all vendors to register to the Tennessee Purchasing Group. There is NO CHARGE to register, simply follow the registration path and select the "Limited" package, select "Tennessee" for your state, enter your information, toggle the advertising option to OFF, and select "Finalize the registration". You will receive notifications of matching solicitations and addenda even when selecting the Free, Limited Access package. To receive notifications from other Purchasing Groups or Statewide notifications, select one of the other registration options. Call the Bidnet Support Team at 800-835-4603, option 2 for assistance

Pre-Bid Meeting: Mandatory Virtual or In-Person

**Location: Newport Utilities Operations Center (Auditorium) 2pm eastern @ 1419 W Hwy 25/70
Newport, TN 37821**

Topic: Telecommunications Infrastructure (FTTH)

Time: Aug 8, 2024 03:00 PM Eastern Time (US and Canada)

<https://us02web.zoom.us/j/87498873313?pwd=buSqOQtvzWbPMjagjXL1KkjZaanfd7.1>

Meeting ID: 874 9887 3313

Passcode: 399707

Following the receipt of responses which shall be labeled “Telecommunication Infrastructure Project” due no later than 3:00pm, August 22nd, 2024 (local time), your proposal will be thoroughly evaluated and awarded thereafter.

NU is not obligated to accept proposals received after the date and time stated above.

Exceptions, if any, will be considered in the proposal evaluation in determining the successful vendor. Vendor must provide supporting documentation with its proposals for any exceptions.

NU reserves the right to reject any or all proposals, to waive any and all informalities and/or irregularities in the proposal, to negotiate and/or renegotiate with any vendor the terms of its proposal, and to accept any proposal which in its opinion may be in the best interest of NU.

Proposals may be held by NU for a period of time not to exceed sixty (60) days from the due date of the proposals for the purpose of evaluating the proposals or investigating the qualifications of the vendors, prior to awarding of the order. All proposals shall remain effective for at least sixty (60) days after the due date of the proposals.

This contract will allow for a 30-day transition period after award of contract. Pending Board approval in August 2024, contract will commence as soon as possible thereafter.

Each vendor's proposal shall constitute an offer to sell the goods or services sought by this Request for proposals. The award shall be made by execution of a contract mutually agreed upon by both parties.

Questions regarding this request for proposal should be submitted in writing to the person listed below. Questions may be emailed.

TO: **John Johnson**

TITLE: **Purchasing, Logistics, & Fleet Manager**

Email: jjohnson@newportutilities.com

PHONE: (423) 625-2843

DOCUMENT 1

NEWPORT UTILITIES BID SPECIFICATIONS

Scope of Work for the FTTH Broadband Construction Project

Project Overview:

This document outlines the scope of work for the construction of a telecommunication infrastructure project for Newport Utilities in the Cocke County, TN area. The project involves the installation of cable to provide reliable and efficient communication services. The project aims to enhance connectivity, improve network capacity, and meet the growing demands of the area.

1. Project Objectives:

- Install telecommunication infrastructure in the Cocke County, TN area.
- Approximately 1.3 million feet of cable to establish connectivity in the four areas.
- Enhance network capacity and coverage for improved internet services.
- Ensure adherence to industry standards, regulations, and safety protocols.
- Complete the project within the specified timeline.

2. Project Deliverables:

- Complete installation and termination of telecommunication cable.
- Establish connectivity and ensure proper functioning of the network.
- Provide accurate as-built documentation, including cable routes, termination points, and equipment locations.
- Conduct thorough testing and quality assurance to verify network performance.
- Deliver all required project documentation, including operation and maintenance manuals.

3. Project Tasks:

3.1. Pre-construction Phase:

- Conduct a comprehensive site survey to assess the terrain, existing infrastructure, and potential challenges.

- Develop a detailed project plan, including timelines, milestones, and resource requirements.
- Obtain necessary permits, licenses, and approvals from relevant authorities.
- Coordinate with Newport Utilities and other stakeholders to establish project objectives and expectations.

3.2. Construction Phase:

- Excavate trenches and lay conduit for cable installation, ensuring proper depth and alignment.
- Install telecommunication cables, including fiber optic cables, according to industry best practices.
- Terminate and splice cables at designated points, ensuring proper connections and minimal signal loss.
- Install necessary equipment, such as network cabinets, racks, and patch panels.
- Conduct testing and commissioning to verify network connectivity, signal strength, and data transmission.
- Implement cable management systems to ensure organization and accessibility for maintenance purposes.

3.3. Post-construction Phase:

- Provide as-built documentation detailing cable routes, termination points, and equipment locations.
- Train Newport Utilities' personnel on the operation and maintenance of the new infrastructure.
- Conduct final testing and quality assurance to ensure compliance with project specifications.
- Prepare and submit operation and maintenance manuals, including system diagrams and troubleshooting procedures.
- Assist with the resolution of any post-construction issues or deficiencies.

4. Project Management:

- Assign a dedicated project manager responsible for overseeing the entire project.
- Regularly communicate progress, milestones, and challenges to Newport Utilities' designated

representative.

- Coordinate with subcontractors, suppliers, and relevant stakeholders to ensure efficient project execution.
- Monitor project costs, timelines, and quality to stay within the allocated budget and schedule.
- Implement effective risk management strategies to address any potential project risks or issues.

5. Health, Safety, and Environmental Considerations:

- Adhere to all applicable health, safety, and environmental regulations and industry standards.
- Implement proper safety protocols and provide personal protective equipment (PPE) for all workers.
- Minimize disruptions to the local community and traffic flow during construction activities.
- Dispose of construction waste and hazardous materials in accordance with legal requirements

Each Bidder shall also attach to their proposal statements and/or information relative to the numbered criteria below. Each statement shall be a separate exhibit.

Provide a description of CONTRACTOR's ownership, legal form of organization, state of incorporation or organization, experience, manpower, and principal service area. The statement should describe the experience and technical competence of Bidder and its key personnel (managers and supervisors) who will be involved in this work. Please include copies of resumes for key personnel and identify their prospective role in fulfilling this requirement.

Furnish a State of Tennessee CONTRACTOR's License as required by Tennessee Code Annotated, Section 62-6-101 ET SEQ, certifying that the CONTRACTOR is a licensed CONTRACTOR. List the expiration date, classification and monetary limit under which the work will be performed.

CONTRACTOR has agreed to comply with the immigrant labor provisions of all applicable laws, including Tennessee Code Annotated, Section 12-4-124. Accordingly, CONTRACTOR agrees that it will not knowingly utilize the services of illegal immigrants in the performance of the Work. Additionally, upon execution of this Contract, CONTRACTOR shall provide a written attestation in the form of the attached "Addendum" stating that it will not knowingly utilize the services of

illegal immigrants in the performance of the Work.

Furnish and maintain all necessary tools and equipment in good working order to provide a safe work environment at all times in compliance with all governing safety organizations. Provide a list of all available tools and equipment.

Furnish evidence of all applicable insurance pursuant to the scope and magnitude.

Furnish one (1) copy of your written safety policy and associated work procedures. Include with this the frequency of your safety meetings, whether or not you have a full-time employee dedicated to employee safety (i.e., Safety Director) and describe your policy with regard to attendance at safety meetings (i.e., mandatory or voluntary participation). Please furnish one (1) set of the information provided to your employees during your most recent safety meeting.

Indicate whether or not your crew members are trained in current first aid practices and CPR in accordance with OSHA standards and state how often you “retrain” your employees in these skills.

Does your company participate in the Tennessee Drug Free Workplace Program? Does your company conduct random drug tests, in accordance with the FHW A 49CFR Part 382? Do you differentiate between “DOT” personnel, and “Safety Sensitive” personnel? Are your employees required to attend “drug-free” meetings or workshops? If so, how often? Please furnish one of the most recent documents provided to your employees with regard to the hazards of substance abuse.

Describe the formal training your company provides its construction crews and include with this submittal typical information given to apprentices or trainees. State how long your apprenticeship program takes to complete before an employee is classified as a qualified journeyman lineman, as per OSHA requirements.

Provide a representative listing of at least five (5) utilities for which the CONTRACTOR has done a substantial amount of line construction work. Please include the name, title, and phone number of the individual at each utility directly responsible for contract line construction, and the dates during which the CONTRACTOR has worked for each utility.

Identify all claims asserted against Bidder's firm or its employees during the past five years alleging that Bidder has breached any contract obligation or has failed to perform satisfactorily any contract obligation.

Provide the most recent audited financial statement of your company.

Bidder must express its agreement to all terms of the Contract on the BID RESPONSE FORMS, Exhibit 1-A, or describe specific exceptions referenced to specific numbered paragraphs. A failure of a Bidder to accept terms of the Contract deemed material by NU may disqualify the Bidder.

Before submitting its bid, each Bidder must (a) examine the Contract documents thoroughly, (b) visit the system to familiarize itself with local conditions that may in any manner affect

performance of the work, (c) familiarize itself with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work, and (d) undertake such further inquiries and examinations as the Bidder deems appropriate and desirable to permit it to prepare its bid.

Bids by a partnership shall be signed in the name of the partnership by at least one of the general partners of the partnership.

Proposals will be received through BidNet until Thursday, August 22, 2024, at 3:00 p.m. (local time), after which they will be opened and read. No questions concerning the bids will be accepted after Monday, August 19th, 2024. All responding Bidders will be notified after the bid evaluation is complete. NU reserves the right to reject any and all bids, the right to waive any and all informalities, and the right to disregard all nonconforming or conditional bids or counterproposals. NU shall be the sole arbiter of the conformity of bids to this Specification.

Bidders warrant that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. CONTRACTOR will not discriminate against any employee or applicant because of disability, so long as an applicant with such disability is qualified for employment. 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, age, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Final selection will be based on such factors as NU in its sole discretion deems relevant, including, without limitation, rates, financial stability, a survey of referenced long-term customers of Bidder, and the overall quality of the equipment and organization proposed for this Contract.

SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified companies seeking to provide construction crew(s) for the new construction of our Telecommunications Infrastructure Project.

Newport Utilities (NU) is seeking a “Telecommunications Contractor” to supply crew(s) for overhead, underground construction and maintenance. The contractor must also have the ability to supply additional crews as needed for overhead, underground, and transmission construction,

maintenance, and service work, as the work dictates.

The CONTRACTOR shall furnish all necessary and appropriate supervision, labor, equipment, tools, transportation, and other resources to perform transmission, distribution, and underground construction. Construction may involve installing, equipment, trenching, and directional boring, within the Newport Utilities service territory. This work will be of good quality, free from faults and defects as called for in strict accordance with the Contract and Specifications.

Underground construction may involve installing conduit.

All construction shall comply with NU standards and specifications as put forth. CONTRACTOR's work shall be guaranteed for one (1) calendar year from the start of work on any given circuit.

All work performed by the CONTRACTOR will be subject to the inspection of NU's Representatives, and payment will be withheld for any work not complying with the prescribed plans and Specifications until deficiencies are corrected. CONTRACTOR shall correct any deficiencies (rework) of a completed circuit within thirty (30) business days upon notification from NU or NU Project Representative. If after thirty (30) calendar days or upon notification from CONTRACTOR that rework is complete, and NU or NU Project Representative determines that areas have still not been completed satisfactorily, NU may elect to use other resources, including but not limited to competing CONTRACTORS to correct deficiencies and deduct cost from CONTRACTOR's payment and/ or performance bond. NU will use past CONTRACTOR performance in evaluating future CONTRACTOR bids.

Prior to the beginning of each project, Newport Utilities will furnish the CONTRACTOR a set of project plans. Each project plan will consist of staking sheets, NU framing standards, and pick list defining the scope of the project. Each set of plans will be subdivided by NU standard pull lengths. The NU Staking department will stake the location of proposed equipment (poles, anchors, etc.) when applicable. All existing underground locates are the responsibility of the digger.

In completing the Work hereunder, CONTRACTOR shall comply with all applicable commonly accepted industry regulations and laws, including but not limited to; The National Electric Safety Code, Tennessee Valley Public Power Association, Distribution Standards and Specifications, OSHA, and TOSHA. If any provision of the Specifications conflicts with any of these laws and regulations, the laws and regulations shall prevail.

PERSONNEL QUALIFICATIONS AND TRAINING

CONTRACTOR shall comply with all local, state, and federal regulations and all workers must have sufficient skill and experience to perform properly and safely the work assigned to them. NU shall have the right to require removal from responsibility for any work under the Contract, any employee of CONTRACTOR, or any approved subcontractor who, in the opinion of NU, does not perform his/her work in a proper, safe, and skillful manner or is disrespectful, intemperate, disorderly, or otherwise objectionable to NU.

CONTRACTOR(S) shall complete preliminary safety orientation training before work may begin. CONTRACTOR(S) are required to sign and adhere to "NU CONTRACTOR Agreement OSHA 1910" (Attachment 1) and "Newport Utilities CONTRACTOR Safety Document "(Attachment 2). Failing to adhere to said documents will result in an immediate stop of all work until compliance with the safety requirements is met. Safety violations may also result in disciplinary action up to and including termination.

NU expects CONTRACTOR's work force to be fully trained and thoroughly familiar with all aspects of electrical utility construction before beginning work on NU system. CONTRACTOR shall present NU or NU's Project Representative with a detailed list of personnel by crew, by name, experience and identify specific training they have received on electrical safety and electric utility work upon request by NU or NU's Project Representative. As new personnel or crews are added, CONTRACTOR shall continue to follow these procedures.

EQUIPMENT

The CONTRACTOR's equipment shall be kept in neat appearance and in good operating condition at all times and shall comply with applicable local, state, and federal standards and regulations. All vehicles will be equipped with adequate first-aid and safety supplies and traffic control devices that comply with applicable safety standards. CONTRACTOR shall notify NU of any inoperable equipment and remove it from the job immediately for repair or replacement. If a significant piece of equipment is, in the judgment of NU, chronically inoperable, CONTRACTOR may be required to remove the crew using such equipment.

Equipment shall be removed from service for cleaning, maintenance, or repair, including, without limitation, washing and cleaning of vehicles; fueling of vehicles; oil or antifreeze changes. CONTRACTOR shall routinely check for leaks (oil, gas, antifreeze, etc.) and immediately remove equipment from service for maintenance, or repair, if a leak is discovered, the spill must be cleaned up immediately.

WORKER AND VEHICLE IDENTIFICATION

The CONTRACTOR's employees shall at all times wear clothing, badges, or other apparatus, approved by NU, identifying them as employees of the CONTRACTOR. CONTRACTOR's employees shall identify themselves by name and position at any time requested by the public or an NU Representative. NU, at its own discretion, may furnish and require CONTRACTOR employees to wear, identification badges.

Each vehicle shall be marked with CONTRACTOR's insignia, name, and number designating it as property of the CONTRACTOR. NU, at its own discretion, may furnish and require the CONTRACTOR to display on their equipment signs identifying them as contracted to NU.

SAFETY SIGNS AND TRAFFIC CONTROL

CONTRACTOR shall comply with all applicable laws, regulations, and standards describing traffic

safety and control procedures and shall post appropriate signs, barricades, and flagmen to protect against dangers associated with CONTRACTOR's activities.

METHODS OF OPERATION

CONTRACTOR shall utilize reasonable working hours when working around residences, churches, places of business, etc. CONTRACTOR shall apply to NU or NU's Project Representative in writing for approval to work outside of normal NU working times which are Monday – Thursday; 7:15am - 5:00pm, Friday; 7:15am – 4:00pm, or on NU designated holidays. Holidays observed by NU are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Eve, and Christmas Day.

CONTRACTOR shall abide by all local ordinances regarding restrictions on working hours. This particularly includes to noise ordinances of respective cities within the NU system.

CONTRACTOR shall provide to NU full information in advance as to its proposed approach to the work. NU may require CONTRACTOR to modify its approach to completion of the work, and CONTRACTOR shall promptly comply with such instructions. Neither compliance with such instructions nor failure of NU to issue such instructions shall relieve CONTRACTOR from its obligations under the Contract, including, without limitation, its obligations concerning safety, quality of work, and the rate of progress required by NU. CONTRACTOR alone shall be responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods

WORK MANAGEMENT AND SUPERVISION

CONTRACTOR shall designate a duly authorized manager, superintendent, supervisor, or foreman who shall be available during all periods of work undertaken by CONTRACTOR. The Supervisor shall be a fully qualified, possessing the necessary certifications and license. The Supervisor shall be fully authorized to act for the CONTRACTOR, to receive whatever instructions may be given by NU, and to cause compliance by all of CONTRACTOR's forces with such instructions.

The Supervisor or his/her assistant shall be available by telephone, cellular phone, or a two-way radio during all periods of work undertaken by CONTRACTOR.

The Supervisor shall update the NU project representative monthly (minimum) on area's that CONTRACTOR has worked with details on type and amount of work completed such that NU may maintain a mapping plan of the construction updates.

The NU project representative will direct and schedule all construction areas with the Supervisor.

COMMUNICATION

General Foremen and Supervisor are required to attend an orientation meeting with NU and/or NU's Project Representative before starting ANY work on the NU system. It shall be the responsibility of the General Foremen and/or Supervisor to provide training to all CONTRACTOR crews to ensure work is completed in compliance with NU contract specifications.

Due to the limited cellular service available in certain areas, each crew must be outfitted with a two-way radio capable of communicating on NU's radio frequency, satellite phone, or some other means of successful communication.

ENVIRONMENTAL COMPLIANCE; PERMITS

CONTRACTOR shall comply with all applicable local, state, and federal environmental ordinances, laws, and regulations. All work along streams, creeks, rivers and wetlands shall be performed in accordance with local, state and federal regulations and in compliance with Best Management Practices (BMPs). Crossing of streams, creeks, rivers and wetlands with vehicles or equipment must be avoided if there is a practical alternative that can be used. The crossing of streams, creeks, rivers and wetlands is allowable provided all federal, state and local regulatory requirements are met, all appropriate permits are obtained, and NU is notified prior to the crossing. CONTRACTOR is required to repair all disturbances or damages to streams, creeks, rivers and wetlands using BMPs approved by NU.

CONTRACTOR shall not use, store, or dispose of Hazardous Substances on NU property, easements, or rights-of-way or on the property of customers. "Hazardous Substances" shall be defined as set forth in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.

Waste/ retirements shall be transported and disposed of at locations in compliance with applicable ordinances, laws, and regulations. Logistics can be discussed at the Prebid meeting.

CONTRACTOR shall be responsible for obtaining, maintaining, and complying with all necessary permits. NU will cooperate with CONTRACTOR in such permitting.

NU shall be responsible for all major tree trimming; CONTRACTOR shall be responsible for any minor tree trimming. Trimming responsibilities to be determined on an individual project basis between both parties. Clearance will be addressed by the NU Staking department prior to project release date.

PROPERTY OWNER NOTIFICATION AND CONSENT; EXTENT OF INGRESS and EGRESS

For ingress and egress easements, CONTRACTOR will contact and explain to property owners the type and extent of work needed on their property, or make arrangements for the scope of work. For new construction and rebuilds engineered by NU, the staking department will contact property owner, however, it will still be the CONTRACTOR's responsibility to obtain permission for entry into property and to advise the owner(s) of any incomplete work on their property. The CONTRACTOR and his employees shall also be prepared to answer any customer questions as to the reasons for the type or extent of the work or, to direct them to the proper person who can

respond in a prompt manner.

EVALUATIONS AND COMPLETION

NU or NU's Project Representative will evaluate CONTRACTOR performance for each project at the conclusion of the work based on components such as framing/ conducting/ anchoring techniques, worksite cleanliness, quantity of work, quality of work, customer relations, and responsiveness to problems and their resolution and effectiveness in completing work without rework. CONTRACTOR shall be provided with a copy of the evaluation report upon written request. CONTRACTOR performance evaluations shall be utilized concerning future construction management CONTRACTOR bids.

CUSTOMER SERVICE/QUALITY CONTROL

CONTRACTOR shall be solely responsible for prevention of damage from work undertaken pursuant to the Contract and for all injury, damage, or loss caused by CONTRACTOR's negligent or willful acts or omissions during performance of the work. All reasonable precautions shall be taken at all times to protect the work and to protect against injury, damage, or loss arising out of the work. NU reserves the right to specify additional actions to prevent injury, damage, or loss arising out of the work.

CONTRACTOR shall, at its own expense, reimburse injured parties for all injury, damage or loss caused by CONTRACTOR's negligent or willful acts or omissions during performance of the work under this Contract.

NU or NU's Project Representative shall maintain communication with CONTRACTOR General Foreman and/or Supervisor regarding identified agreements with customers regarding deviations of protocol of this contract.

CONTRACTOR must ensure one person of each crew is fluent in English and he/she must be available at all times and at all worksites to courteously and adequately address any inquiries from the customer regarding construction activities. This designated contact shall be alert and receptive to potential customer communication in addition to any duties so designated on the given crew.

When work needs to be performed in backlots, the crew's customer contact is required to knock on the customer's door and notify them. If the customer is not at home, the crew may proceed with the work, however, trucks and other heavy equipment shall not be taken onto customer's properties without permission. CONTRACTOR shall utilize the right-of-way to gain access to all properties where practical. Any other access to the right-of-way shall be arranged between CONTRACTOR and respective property owner, including railroad and Tennessee Department of Transportation (TDOT) access. All fences must be maintained during the course of the work and all gates will be left as found (open/closed) while gaining access to the right-of-way.

Equipment, components, and debris shall be handled in such a manner as to avoid obstructing roads, paths or waterways, except as may be required, as defined by NU or NU's Project

Representative. All worksites shall be cleared daily and left free of equipment, components, debris, and litter, except as may be required, as defined by NU or NU's Project Representative. It shall be the financial and physical responsibility of CONTRACTOR to daily dispose of all components resulting from retirement and removal process. If for reasons beyond the control of CONTRACTOR, they find they are unable to remove retirements, debris and litter from customer(s) premises that day, CONTRACTOR shall request approval from NU or NU's Project Representative to remove such retirement components at a later date and notify customer(s), providing a date of when the worksite will be cleared. If customer(s) is unavailable for such notification, CONTRACTOR shall notify NU and/or NU's Project Representative.

CONTRACTOR shall use extreme care when cutting brush or trees that are close to or touching power wires and shall prevent breaking the wire or slapping two wires together or in any other way disrupting service. If any damage to wires or interruption to service occurs, CONTRACTOR shall notify NU Operations Dispatcher or NU Project Representative immediately. If NU determines that the damage is the result of CONTRACTOR negligence, CONTRACTOR shall pay to repair the damage and all other losses associated with CONTRACTOR's actions including lost revenue if requested by NU. If other utility wires (i.e., telephone, cable television, etc.) are damaged or service disrupted due to CONTRACTOR activity within the right-of-way, CONTRACTOR is responsible for contacting the affected utility and restoring service to the customer.

CONTRACTOR shall prevent damages to customer's properties by following proper procedures, including, but not limited to, the use of ropes when necessary to prevent components from falling and damaging service drops, landscaping, fences, outbuildings and other property, including lawns. If property damage occurs, CONTRACTOR shall notify NU or NU's Project Representative and customer(s), and provide a date for repairing the damage. If customer(s) is not available for notification, CONTRACTOR shall notify NU or NU's Project Representative to leave door hanger with precise date for repair of damages. CONTRACTOR is responsible for all property damage liability incurred during the work indemnifying and holding harmless NU and/or NU's employees and/or representatives. CONTRACTOR shall provide a copy of a written release form from affected customer ensuring repairs to damages have been properly rectified upon NU request.

NU reserves the right to have removed ANY/ALL CONTRACTOR employees that in the sole opinion of NU, may do harm to NU-Customer positive relations. NU expects CONTRACTOR to perform due diligence in regards to positive customer relations.

PAYMENT & PERFORMANCE BOND REQUIREMENTS

CONTRACTOR shall provide a performance bond in the amount of the bid price plus ten percent (10%) for awarded contracts that exceed ten thousand dollars (\$10,000) to NU before the work shall commence. Awarded contracts less than ten thousand dollars (\$10,000) shall not require a performance bond. CONTRACTOR(S) awarded multiple projects shall provide individual performance bonds for each awarded project. Each performance bond shall be in force until the

satisfactory completion and/or until the term end of Contract period of contracted work.

The following securities or cash may be substituted at the percentage rate required for bond; they are:

United States treasury bonds, United States treasury notes, United States treasury bills;

General obligation bonds of the State of Tennessee;

Certificates of deposit or other deposits irrevocably pledged from a state or national bank having its principal office in Tennessee or a state or federal savings and loan association having its principal office in Tennessee;

A letter of credit from a state or national bank having its principal office and/or reliable branches in Tennessee. The terms and conditions of any letter of credit shall be subject to approval of NU. All letters of credit shall be accompanied by an authorization of the CONTRACTOR to deliver funds to the bank issuing the letter, or;

Cash; cash to be deposited into a non-interest-bearing account for the Contract period.

BILLING AND PAYMENT REQUIREMENTS

Payment for work performed shall be billed and submitted monthly by CONTRACTOR. CONTRACTOR(S) awarded multiple projects shall submit itemized billings for each project.

CONTRACTOR shall invoice NU for itemized work performed in full, according to above.

Payment for project work performed shall be billed by CONTRACTOR as completed unit work corresponding to bid amount. Units billed shall be reflected on the submitted invoice from CONTRACTOR and should be billed on a monthly basis.

ALL invoiced billings shall be submitted to:

Newport Utilities
Attention: Accounts Payable
P. O. Box 519
Newport, TN 37822

And emailed to the following addresses:

Accounts Payable – AP@newportutilities.com
Jared Cox– jcox@newportutilities.com

DOCUMENT 1-1
Telecommunication Infrastructure Project CONTRACT

This agreement, made this _____ day of _____ between,

Newport Utilities, party of the first part, hereinafter called "NU" and _____,

having its principal offices at _____, and registered to do business in the State of Tennessee, party of the second part, hereinafter called "CONTRACTOR".

Witness, that for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by the parties hereto, and the payment hereinafter agreed to be made, it is mutually agreed as follows:

CONTRACTOR agrees to furnish all supervision, labor, tools, transportation, equipment, and materials necessary to perform construction work on NU's transmission and distribution infrastructure. Construction to include the installation of equipment, and cabling, trenching, directional boring, rock excavation, within the Newport Utilities service territory, and to dispose of the debris resulting from such work, as directed by NU, and in accordance with the bid specification (Document 1).

Material will be supplied by Newport Utilities and picked-up/ transported by CONTRACTOR as needed from the Newport Utilities' warehouse facility at 1419 W Hwy 25/ 70 Newport, TN 37822-0519 (transportation costs assumed by CONTRACTOR). Warehouse normally open between 7:00 AM - 3:00 PM, Monday-Friday.

CONTRACTOR agrees to secure all permits and licenses of a temporary nature necessary for the prosecution of the work to be performed hereinafter and to pay all charges and fees required for such permits and licenses. NU will cooperate with CONTRACTOR in such permitting.

CONTRACTOR agrees to obtain consent or permission for the necessary work from the property owner or public authorities having ownership or control over each property requiring ingress and egress. In the event that permission to do any work cannot be obtained, such work shall not be done, and all such omissions shall be reported to NU. No further action shall be taken in such cases except upon the mutual agreement of the parties hereto. NU will cooperate with CONTRACTOR in such permission to remedy the situation.

CONTRACTOR agrees to perform all work to the complete satisfaction of NU and in accordance with all municipal, county, state and other local laws, ordinances, and regulations applicable to

said work. All work shall be performed in accordance with standards outlined in Document 1 for such work.

CONTRACTOR agrees that its personnel and equipment shall meet requirements of Document 1, and all work shall be done, and all complaints handled by CONTRACTOR with due regard for NU's public relations.

CONTRACTOR agrees that complaints of any nature received from property owners or public authorities shall receive immediate attention and that all efforts shall be made to affect a prompt adjustment. All complaints, and any action taken by CONTRACTOR in connection with such complaints, shall be reported to NU.

It is understood that CONTRACTOR does not represent NU and has no authority to obligate NU for any payment or benefit of any kind to any person.

CONTRACTOR agrees to abide by all laws pertaining to traffic control by keeping the necessary guards and protective devices at locations where work is being performed to prevent accidents or damage to the property of NU or the public.

CONTRACTOR agrees to secure from NU information as to the nature of the circuits involved in all cases before work is commenced. It is understood by and between the parties that the electric circuits of NU are to continue in normal operation during work, and the CONTRACTOR is to provide and use all protective equipment necessary for the protection of CONTRACTORS'S employees and to guard against interfering with the normal operation of said circuits. NU will cooperate with CONTRACTOR in such cases in order to ensure safety and practicality where permissible.

CONTRACTOR agrees to indemnify, save harmless, and defend NU, and or the City of Newport, Tennessee, their agents, officers, servants, employees and insurers from and against any and all liability for loss, damage, or expense which NU may suffer or for which NU may be held liable by reason of any injury (including death) or damage to any property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed thereunder.

CONTRACTOR shall maintain throughout the term of this Contract statutory worker's compensation insurance and policies of liability insurance covering the risk assumed in performance of work under this Contract. General liability insurance shall be maintained during the term of this Contract and shall have minimum policy limits of \$1,000,000 for personal injury to or death of any one person, and \$2,000,000 aggregate for any one accident. Vehicle insurances limits shall be \$1,000,000 each occurrence and aggregate \$1,000,000. The general liability and vehicle insurance shall have minimum policy limits at \$1,000,000 for property damage. NU shall be listed as an additional insured under all such policies.

This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, and assigns.

This agreement is not intended to constitute an agreement of hiring under the provisions of any workmen's compensation or unemployment compensation law, and old age benefit law, or any similar law, and it shall not be so construed. CONTRACTOR agrees to accept full and exclusive liability for the payment of contributions or taxes imposed under such laws by the Federal and/or State Government which are measured by remuneration paid to CONTRACTOR'S employees.

Should CONTRACTOR fail to carry out the work to the satisfaction of NU, or to comply with any of the provisions of this agreement, NU may terminate this Contract upon twenty-four (24) hours written notice to CONTRACTOR.

The CONTRACTOR shall take whatever legally and morally acceptable precautions necessary to preclude delay of completion of the project due to theft or vandalism of material, equipment or tools.

If construction is adjacent to poles carrying energized circuits, the CONTRACTOR shall instruct his employees as to the dangers and responsibilities involved.

No burning will be allowed at any job site.

No hazardous materials will be stored at any job site. The CONTRACTOR will be held responsible for all remediation of spills which occur during each project.

The CONTRACTOR shall provide a copy of its Safety Plan pertaining to Confined Space entry and Underground work procedures.

The CONTRACTOR shall provide a copy of its OSHA 200 and 300 logs for the previous five years.

Construction site safety is the responsibility of the CONTRACTOR.

The CONTRACTOR shall provide documentation of any job briefings upon Newport Utilities request.

All apparatus, structures, equipment and materials to be furnished and their arrangement, erection and installation shall be subject to the approval of Newport Utilities.

All workmanship and material shall be of high quality and all material shall be free from defects affecting appearance and serviceability of the equipment. The material and design of the structures, apparatus and equipment shall be such as has been proven to be satisfactory for the intended application by past experience, and commercial service, and by comprehensive laboratory tests.

All equipment and materials and their installation shall conform in all respects to the latest revisions of applicable IEEE, ASTM and NEMA standards and in accordance with all applicable rules of the NESC, and local and state ordinances.

The CONTRACTOR shall submit 'As-Built' mark-ups to the Newport Utilities Staking Department.

The job Foreman and lead person on a construction crew shall be experienced linemen, who have performed this type of work (i.e., Energized) for minimum of five years. Newport Utilities will require proof of such experience prior to start of work.

The CONTRACTOR shall notify Newport Utilities of any damaged, faulty, or unsafe materials or equipment encountered during the performance of the work.

CONTRACTOR shall be responsible for underground locating and all TN811 Tickets. Digging may not occur until all utilities are located or designated clear.

The CONTRACTOR will top any old poles that have joint use facilities such as telephone or cable attachments at just above the height of their attachments.

Required major tree trimming will be performed by a Newport Utilities ROW CONTRACTOR. A five-day notice will be required. There may be an exception when the tree trimming is minor in nature and necessary to complete the assigned work.

The CONTRACTOR at the request of Newport Utilities shall replace any person from his or her own workforce or their subcontractor's workforce, who in the judgment of Newport Utilities, may be deemed undesirable for the job duties. A request of this nature will be handled by the Newport Utilities Construction Supervisor and the Vice President of Operations. However, Newport Utilities does reserve the right to immediately remove from the site any person felt to be an immediate safety risk.

Approval in writing shall be attained from Newport Utilities prior to the project assignment, or hiring, of any former Newport Utilities employee.

Suspension of Work and Termination:

Upon the occurrence of any of the following events Newport Utilities has the right to terminate this contract in accordance to General Conditions:

If the CONTRACTOR persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable tools and equipment to adhere to response time).

If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

If the CONTRACTOR disregards the authority of the NU representatives

In order to pursue joint use projects, CONTRACTOR for NU must satisfy requirements of all involved utilities and establish contracts with other utilities. Joint use projects are subject to agreements made between utilities for equalization of assignments, separate material and job

pick up, and separate billing to each utility for work performed for that utility.

Salvage - Materials removed from any existing lines shall be delivered to the Newport Utilities' warehouse facility at 1419 W Hwy 25/ 70 Newport, TN 37822-0519 (transportation costs assumed by CONTRACTOR). Warehouse normally open between 7:00 AM - 3:00 PM, Monday-Friday. All returned hardware shall be broken down into individual materials for salvage/retirement.

There shall be no deviation from the setting depth of the poles. In instances where there are slopes involved, the setting depth shall be measured on the low side. Exemptions must have prior NU approval.

CONTRACTOR agrees to assign to each project under the terms of this proposal the proper equipment and competent employees, and agrees that the number of such employees and the amount of such equipment assigned to any job shall not be excessive, but shall be sufficient to perform the job quickly and efficiently.

In witness whereof, the parties hereto have caused this agreement to be executed in duplicate by their proper officers thereunto duly authorized the day and year first above written.

(Company Name) BY: _____
(Authorized Representative)

(Company Address) _____
(Title)

(Company Name) BY: _____
(Authorized Representative)

BY: _____
(NU Authorized Representative)

Document 2

**NEWPORT UTILITIES
Telecommunication
Infrastructure Project
CONTRACTOR BID
PACKAGE
2024**

INFORMATION FOR BIDDERS

Bids will be received for Telecommunications Infrastructure Projects by Newport Utilities Board (NUB) until 2:00pm local time, on August 22, 2024 and then at said time publicly opened and read aloud. NUB reserves the right to reject any and/or all bids.

Bids will not be sent to or accepted from those contractors who do not meet the qualifications set forth by NUB.

Description of Work:

Contractor shall provide all supervision, labor, equipment, and incidentals as required for the Telecommunications construction projects listed and described on this bid form. The Contractor shall include all work incidental but not limited to clean-up, traffic control (including flaggers) and repair of property damaged by Contractor's activities.

NUB's proposed schedule for this Project is as follows:

Contractor invitation on August 2, 2024.

Pre-Bid Meeting: Mandatory, Virtual or In-Person 3pm eastern August 8th, 2024. Newport Utilities Operations Center (Auditorium) 1419 W Hwy 25-70 Newport, TN 37821.

Questions due by August 19, 2024.

Bid opening at 3:00pm on August 22, 2024 at NU Main Office, 170 Cope Blvd, Newport TN

Notice of award after bids are evaluated and Board Approved.

Awarded construction projects to commence post award notification

Telecommunication Infrastructure Project Bid 2024 Enclosed, CONTRACTOR's Name and Tennessee State CONTRACTOR's License No., or the bid shall not be accepted (T.C.A. 62-6-119).

PROJECT EXECUTION, DESCRIPTION AND BID SHEETS

All projects shall be completed, inspected, and invoiced in a timely manner, before June 30th, 2026. Contractor shall provide two (2) weeks' notices prior to the initiation of project activities to enable NU to sufficiently notify customers in advance of start of the work, if applicable. If the Contractor is awarded multiple projects, NU's Project Representative will provide the order in which the projects shall be completed.

Contractor(s) awarded multiple projects shall not work each project simultaneously without first obtaining permission from the NU Project Representative. Otherwise, upon satisfactory completion of each project, Contractor may progress to another project.

Contractor(s) shall not begin work without NUB approval.

Contractor shall provide due diligence regarding the completion of work on time specified. If Contractor will not be able to finish work on the time specified, Contractor shall provide a written request for consideration of extension to NU Project Representative. Consideration for extension shall be at the sole discretion of NU. NU shall not be considered mandated to grant extension request. Work not completed on time may be subject to \$500 per calendar day charges as liquidated damages for delay. Charges as liquidated damages for delay shall be administered at final billing for given work.

Bidder shall provide a definition of each personnel classification, wage rate, overtime wage rate (define when OT is active), equipment classification, equipment cost rate, and aid agreements during storm event restorations.

EXHIBIT 1

BIDDER INFORMATION TRANSMISSION, DISTRIBUTION, AND PRIMARY UNDERGROUND LINE CONSTRUCTION AND SECONDARY SERVICE TRANSFERS

Name of Bidder: _____

Full Address of Bidder (Street, P.O. Box, City, State, Zip):

Form of Business Organization (Proprietorship, Partnership, Corporation): _____

If Incorporated or a Limited Liability Company, State of Formation: _____

If Partnership, Full Names of all Partners: _____

If Proprietorship, Full Name of Owner: _____

Bidder's Phone Number: _____

Bidder's Fax Number: _____

Bidder's Federal Tax I.D. Number: _____

Bidder's Tennessee State CONTRACTOR's Number and Expiration Date: _____

Name of Bidder's Authorized Representative Completing Bid: _____

Signature of Authorized Representative: _____

Handwritten Initials of Authorized Bidder: _____

Name of Bidder's Primary Contact: _____

Title of Bidder's Primary Contact: _____

Phone Number of Bidder's Primary Contact: _____

EXHIBIT 1-A
BID RESPONSE FORM AND PROPOSAL
Telecommunication Infrastructure Project

BIDDER: _____

AGREEMENT TO CONTRACT AND SPECIFICATION TERMS

1. INITIAL ALL VALID OPTION(S):
 - _____ A. Bidder agrees to all terms of the Bid Specifications, **Document 1**
 - _____ B. Bidder agrees to all terms of the Bid Specifications, **Document 2**
 - _____ C. Bidder objects to one or more terms of the Bid Specifications, **Document 1**, and **Document 2**, and has attached a full explanation of such objection(s).

2. INITIAL ALL VALID OPTION(S):
 - _____ A. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Document 1-1**
 - _____ B. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Exhibit 1-A**
 - _____ C. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Exhibit 1-B**
 - _____ D. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Attachment 1**
 - _____ E. Bidder agrees to all terms of the Contract form attached to the Bid Specifications as **Attachment 2**
 - _____ F. Bidder objects to one or more terms of the Bid Specifications, **Document 1-1**, **Exhibit 1-A**, **Exhibit 1-B**, **Attachment 1**, and **Attachment 2**, and has attached a full explanation of such objection(s).

Bidder: _____

By: _____

Title: _____

Attested By: _____

Title: _____

Attachment 1

Newport Utilities Contractor Safety Agreement 3/11/2019

Rev 1

As per OSHA 1910.119(h), this paragraph applies to contractors performing maintenance or repair, turnaround, major renovation, or specialty work on or adjacent to a covered process. It does not apply to contractors providing incidental services which do not influence process safety, such as janitorial work, food and drink services, laundry, delivery or other supply services.

1910.119(h)(3)

Contract employer responsibilities.

1910.119(h)(3)(i)

The contract employer shall assure that each contract employee is trained in the work practices necessary to safely perform his/her job.

1910.119(h)(3)(ii)

The contract employer shall assure that each contract employee is instructed in the known potential fire, explosion, or toxic release hazards related to his/her job and the process, and the applicable provisions of the emergency action plan.

1910.119(h)(3)(iii)

The contract employer shall document that each contract employee has received and understood the training required by this paragraph. The contract employer shall prepare a record which contains the identity of the contract employee, the date of training, and the means used to verify that the employee understood the training.

1910.119(h)(3)(iv)

The contract employer shall assure that each contract employee follows the safety rules of the facility including the safe work practices required by paragraph (f)(4) of this section.

1910.119(h)(3)(v)

The contract employer shall advise the employer of any unique hazards presented by the contract employer's work, or of any hazards found by the contract employer's work.

1910.119(i)(2)(i)

Construction and equipment are in accordance with design specifications;

1910.119(i)(2)(ii)

Safety, operating, maintenance, and emergency procedures are in place and are adequate;

Attachment 1 (Continued)

Newport Utilities Contractor Safety Agreement
3/11/2019

Rev 1

1910.119(i)(2)(iii)

For new facilities, a process hazard analysis has been performed and recommendations have been resolved or implemented before startup; and modified facilities meet the requirements contained in management of change, paragraph (l).

1910.119(i)(2)(iv)

Training of each employee involved in operating a process has been completed.

By signing this document, you have been instructed by one of the following: A Newport Utilities Representative and/or Newport Utilities Safety Manager of your role in conducting business in a safe manner. Newport Utilities follows the guidelines set forth by the American Public Power Association and a copy has been given to you as a guide to follow while conducting said business at any of its facilities.

Company Name:

Signature:

NU Department Head:

ATTACHMENT 2

CONTRACTOR / VISITOR SAFETY REQUIREMENTS

PURPOSE

To inform contractors/visitors at Newport Utilities of potential hazards and their responsibilities to assure a safe workplace.

This Safety and Health Guideline summarizes contractor/visitor responsibilities. Consult the Safety Department if unsure of a procedure or if more information is required.

SCOPE

This guideline applies to all contractors/visitors entering or working on NU property or jobs. Anyone observed NOT adhering to the proper work rules, procedures and/or not wearing the proper Personal Protective Equipment, will be asked to Stop Work and/or leave NU premises.

DEFINITIONS

Visitor – any person entering NU property for the purpose of observing, meeting, or performing non-work (hands off) activities.

Contractor – any person, contracted by NU, entering NU property to perform work on equipment or systems.

Sub-Contractor – any person contracted by a contractor to perform work on NU equipment and/or related systems.

SHG – Safety and Health Guideline.

1.0 RESPONSIBILITY

Responsible Group/Individual	Responsibilities
<i>Contractor / Visitor</i>	<ul style="list-style-type: none">• Adhere to all rules and procedures.• Obtain and wear proper Personal Protective Equipment for the work task.• Report unsafe conditions, near misses, first aids and other incidents to Newport Utilities.• Maintain all required training and equipment inspection documentation on site as required.

ATTACHMENT 2 (Continued)

Contractor Training

Before performing any work for NU, each contractor must go through a Contractor Training Class, which will provide the contractor with a NU Contractor badge. The contractor must contact the Safety Manager to schedule this training prior to the beginning of work. There are three categories of personnel subject to different requirements. These categories are:

Substation Contractors - require an additional Sub Station Awareness training.

Visitors – No training required

Delivery Drivers – No training required

SAFETY and HEALTH

Contractors / Visitors must comply with all Newport Utilities, State, and Federal Safety and Health requirements while on-site.

All contract personnel performing work must have available a copy of their respective Company Safety and Health guidelines.

Contractors must provide first aid equipment and medical treatment for their employees.

Contractors working on/or around Public Roads are required to have proper signage and if Flagging Traffic, must be trained to do so and wear applicable Hi Vis Clothing.

The NU Safety Department can be reached by dialing extension 3869, 423-613-1144, 423-963-3476 or 312 on the radio. After hours contact 423-963-3476.

No personnel will work more than 16 consecutive hours within a 24-hour period without NU management approval.

2.0 PERSONAL PROTECTIVE EQUIPMENT

- Personal Protective Equipment ("PPE") will be provided by the contractor for their personnel as the job requires.
- Hard hats, safety glasses, and protective footwear are to be worn at all times.
- Any additional PPE required for a particular work task is required to be worn.

ATTACHMENT 2 (Continued)

EMERGENCY RESPONSE

Emergency Notification Call: 911, Report your name and Company, exact address/location, and a description of the incident.

Inform Health Safety & Security Contact, Department Manager.

SECURITY

All persons and vehicles entering and exiting the facility are subject to search. Equipment, toolboxes, and lunch boxes are also included.

Children under 18 or adult visitors without business reasons will NOT be allowed in certain areas unless written approval is given by the General Manager.

The activities listed below are forbidden and will not be engaged in while in the NU facility:

Unauthorized operation of any valves, controls, or equipment

Stealing

Horseplay and fighting

Any additional inappropriate conduct as deemed by Newport Utilities

Company: _____

Signature _____

Printed Name _____

Title _____

Date _____