



# Board of County Commissioners Agenda Request

**2S**  
Agenda Item #

**Requested Meeting Date:** November 8, 2022

**Title of Item:** Accept Bid for construction of CDBG McGrath Broadband Project

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

*\*provide copy of hearing notice that was published*

<b>Submitted by:</b> Mark Jeffers	<b>Department:</b> Administration
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<b>Presenter (Name and Title):</b> Mark Jeffers, Economic Development Coordinator	<b>Estimated Time Needed:</b>
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**Summary of Issue:**

Mille Lacs Energy Cooperative, Broadband partner for the McGrath Project (CDBG-CV Broadband Grant CARE-21-0011-O-FY21) in collaboration with Vantage Point Engineering accepted bids for the construction of fiber and conduit facilities for the McGrath Broadband Project.

A requirement of the grant process is for Aitkin County, as grant administrator, to acknowledge that Vantage Point is the Engineering firm on the project.

7 bids were received and opened on October 6, 2022 at 1:00 PM.

1. Hanco Utilities, Inc.	\$ 4,069,348.73
2. MP Nexlevel, LLC	\$ 5,664,465.85
3. North Central Service, Inc.	\$ 6,061,834.22
4. Eagle River Utility Solutions, LLC	\$ 6,166,126.24
5. TelCom Construction, LLC	\$ 6,742,133.71
6. LaPointe Utilities, Inc.	\$ 6,928,048.76
7. Michels Power, Inc.	\$ 8,386,075.41

Vantage Point Solutions reviewed the bid from Hanco Utilities, Inc. and have found no issues or concerns with the bid pricing. Therefore, VPS recommends the acceptance of the low bid from Hanco Utilities, Inc.

Economic Development staff and Mille Lacs Energy Cooperative reviewed the documents and recommend acceptance of the bid from Hanco Utilities, Inc.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**

Approve resolution to accept the bid for construction of fiber and conduit facilities from Hanco Utilities, Inc.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

What is the total cost, with tax and shipping? \$

Is this budgeted?  Yes  No Please Explain:

**ACCEPT CONSTRUCTION BID FOR CDBG-CV MCGRATH BROADBAND PROJECT**

**WHEREAS**, Vantage Point Engineering and Mille Lacs Energy Cooperative, Broadband partner for the McGrath Project (CDBG-CV Broadband Grant CARE-21-0011-O-FY21) accepted bid for the construction of fiber and conduit facilities for this project AND

**WHEREAS**, Sealed bids were opened at 1:00 PM on October 6, 2022 with a total of 7 bids received. AND

**WHEREAS**, Vantage Point Solutions reviewed the bid from Hanco Utilities, Inc. and have found no issues or concerns with the bid pricing. Therefore, VPS recommends the acceptance of the low bid from Hanco Utilities, Inc. AND

**WHEREAS**, Economic Development staff and Mille Lacs Energy Cooperative reviewed the documents and agree to accept the bid from Hanco Utilities, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, that Aitkin County accepts the bid from Hanco Utilities, Inc. for construction of fiber and conduit facilities for the CDBG-CV McGrath Broadband Project.

Commissioner XXXXX moved for adoption of the resolution and it was declared adopted upon the following vote

**FIVE MEMBERS PRESENT**

**All Members Voting**

STATE OF MINNESOTA}  
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 8th day of November, 2022 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 8th day of November, 2022

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Jessica Seibert  
County Administrator



October 6, 2022

Stacy Cluff  
Mille Lacs Energy Cooperative  
36559 US-169  
Aitkin, MN 56431

RE: MN – MILLE LACS ENERGY – P1.0  
Bid Tabulation Results

Dear Stacy:

Enclosed for your evaluation and consideration are the bid tabulation results showing Hanco Utilities, Inc. having the low bid. These tabs are for the proposed construction of fiber and conduit facilities in the **McGrath Town and Rural** project.

Below is a summary of the results from the bid opening that was held at our office in Mitchell, South Dakota, on October 6, 2022 at 1:00 p.m., CDT.

	<u>Contractor</u>	<u>Bid</u>
1.	Hanco Utilities, Inc.	\$ 4,069,348.73
2.	MP Nexlevel, LLC	\$ 5,664,465.85
3.	North Central Service, Inc.	\$ 6,061,834.22
4.	Eagle River Utility Solutions, LLC	\$ 6,166,126.24
5.	TelCom Construction, LLC	\$ 6,742,133.71
6.	LaPointe Utilities, Inc.	\$ 6,928,048.76
7.	Michels Power, Inc.	\$ 8,386,075.41

Vantage Point Solutions reviewed the bid from Hanco Utilities, Inc. and have found no issues or concerns with the bid pricing. Therefore, VPS recommends the acceptance of the low bid from Hanco Utilities, Inc.

If you have any questions, please call me at 605-995-1783.

Sincerely,

Cullen Schimke  
Director of OSP Operations  
Vantage Point Solutions

CS/mt  
Enclosure: Bid Tabulations

VANTAGEPNT.COM 605-995-1777  
2211 N Minnesota Street Mitchell SD 57301

**HANCO UTILITIES**

PO Box 55, Lake Nebagamon, WI 54849  
715.394.2626 | 715.374.2595 | hancoutilities.com

# fax

TO: Vantage Point	FROM: Hanco Utilities
FAX: 605.995.1778	PAGES: 47
PHONE: Recipient phone number	DATE: 10/6/21
RE: Mille Lacs Energy Cooperative – McGrath Bid	CC: Larry Thompson

Urgent   
 For Review   
 Please Comment   
 Please Reply   
 Please Recycle

**Comments:**

**Lead Times;**

- Vertiv UPCBD3 pedestals: on order, estimated delivery in November 2022
- Vertiv UPCBD5 pedestals: on order, estimated delivery in November 2022
- Vertiv fiber distribution kits: on order, estimated delivery in October 2022
- Clearfield passive cabinets (BDSO): 17-20 week lead time
- Clearfield active cabinet (BDSM): 23-25 week lead time
- Clearfield vaults: 44-48 week lead time
- Clearfield splitters: 2-3 week lead time
- 4 fiber armored drop: 10,000' reels on order, estimated delivery in October 2022
- 12 fiber armored drop: stock available on 5,000' reels
- Loose tube fiber cable: stock
- Handholes: 30-34 week lead time
- Ground rods & clamps: stock
- Rhino warning signs: 3-4 week lead time
- Innerduct: 7-8 week lead time
- Commscope splice closures & trays: on order, lead times to be determined

**TABULATION OF BIDS FOR  
GENERAL CONTRACT**

RUS PROJECT NO. <b>N/A</b>	BID DATE <b>October 6, 2022</b>
NAME OF BORROWER <b>Mille Lacs Energy Cooperative</b>	
EXCHANGES <b>McGrath Town and Rural</b>	

CONTRACT SECTIONS	BIDDERS NAME	BIDDERS NAME	BIDDERS NAME	BIDDERS NAME	BIDDERS NAME	BIDDERS NAME	BIDDERS NAME
	Hanco Utilities, Inc.	MP Nexlevel, LLC	North Central Service, Inc.	Eagle River Utility Solutions, LLC	TelCom Construction, LLC	LaPointe Utilities, Inc.	Michels Power, Inc.
	SECTION TOTAL	SECTION TOTAL	SECTION TOTAL	SECTION TOTAL	SECTION TOTAL	SECTION TOTAL	SECTION TOTAL
<b>BA</b>	36,400.00	73,094.84	80,080.00	73,466.12	48,958.00	43,680.00	95,004.00
<b>BD</b>	15,529.95	16,735.05	10,710.00	15,847.65	14,807.25	18,000.00	32,647.50
<b>BDO</b>	325,937.22	409,909.26	373,164.00	445,377.42	401,071.15	471,093.00	672,075.50
<b>BDS</b>	87,913.00	120,420.94	128,054.00	118,965.44	128,765.03	120,480.00	189,551.00
<b>BFO</b>	2,125,148.64	2,953,089.38	2,810,962.14	2,654,829.70	2,353,064.46	3,203,124.98	4,527,850.56
<b>BH</b>	110,232.00	140,745.15	149,310.00	173,071.80	165,764.70	173,250.00	153,135.00
<b>BM</b>	607,797.87	413,245.24	636,631.80	748,963.67	1,785,498.79	594,103.60	763,218.80
<b>HBF</b>	33,255.66	44,431.86	45,586.00	44,659.34	44,577.96	62,655.00	50,781.90
<b>HO</b>	160,518.20	223,377.20	218,640.00	167,487.35	227,567.80	209,530.00	223,604.95
<b>ONT</b>	65,656.13	121,192.63	103,835.00	220,673.81	103,306.21	160,240.00	161,867.50
<b>SE</b>	500,960.06	1,148,224.30	1,504,861.28	1,502,783.94	1,468,752.36	1,871,892.18	1,516,338.70
<b>TOTAL BID</b>	<b>\$ 4,069,348.73</b>	<b>\$ 5,664,465.85</b>	<b>\$ 6,061,834.22</b>	<b>\$ 6,166,126.24</b>	<b>\$ 6,742,133.71</b>	<b>\$ 6,928,048.76</b>	<b>\$ 8,386,075.41</b>

This is to certify that the bids tabulated herein were publicly opened and read at 1:00 PM/CT, on October 6, 2022, at Vantage Point Solutions, 2211 North Minnesota Street, Mitchell, SD 57301. All bids were accompanied by an acceptable certified check or bid bond.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Engineer

**TABULATION OF BID FOR CONTRACT**

NAME OF LOW BIDDER Hanco Utilities, Inc.	PROJECT NAME: McGrath Town and Rural	BID DATE October 6, 2022
	Owner: Mille Lacs Energy Cooperative	

ASSEMBLY UNITS	QUANTITY	UNIT PRICE			TOTAL
		LABOR	MATERIAL	LAB/MAT	
BA 3	364	85.00	15.00	100.00	36,400.00
BD 3A	45	245.00	100.11	345.11	15,529.95
BDO5 FBD	94	312.00	453.08	765.08	71,917.52
BDO5A FBD	319	342.00	454.30	796.30	254,019.70
BDSO(24)(288)(0)	1	1,550.00	10,768.00	12,318.00	12,318.00
BDSO(48)(576)(0)	2	1,550.00	22,426.00	23,976.00	47,952.00
BDSM 336	1	1,550.00	26,093.00	27,643.00	27,643.00
BFO 288	250	2.55	2.31	4.86	1,215.00
BFO 288I	2,772	1.84	2.31	4.15	11,503.80
BFO 288W	10,820	2.60	2.35	4.95	53,559.00
BFO 144	510	2.50	1.58	4.08	2,080.80
BFO 144I	7,988	1.84	1.58	3.42	27,318.96
BFO 144W	30,636	2.55	1.62	4.17	127,752.12
BFO 96	120	2.50	1.15	3.65	438.00
BFO 96W	5,056	2.55	1.19	3.74	18,909.44
BFO 72	60	2.50	0.84	3.34	200.40
BFO 72W	29,296	2.55	0.88	3.43	100,485.28
BFO 48	120	2.40	0.66	3.06	367.20
BFO 48I	3,212	1.84	0.66	2.50	8,030.00
BFO 48W	91,902	2.45	0.70	3.15	289,491.30
BFO 24	380	2.40	0.50	2.90	1,102.00
BFO 24I	5,832	1.84	0.50	2.34	13,646.88
BFO 24W	167,706	2.45	0.54	2.99	501,440.94
BFOV(1x1.25)	8,362	2.00	0.73	2.73	22,828.26
BFOV(2x1.25)	4,370	3.00	1.46	4.46	19,490.20
BFOV(4x1.25)	380	5.00	2.92	7.92	3,009.60
BFOV(6x1.25)	10	7.00	4.38	11.38	113.80
BFO 288W	8,602	2.60	2.35	4.95	42,579.90
& BFO 144 D	8,362	1.75	1.58	3.33	27,845.46
BFO 288W	5,910	2.60	2.35	4.95	29,254.50
& BFO 96 D	5,610	1.75	1.15	2.90	16,269.00
BFO 288RW	11,920	2.60	2.35	4.95	59,004.00
& BFO 48 D	11,260	1.75	0.66	2.41	27,136.60
BFO 144	20,564	2.50	1.58	4.08	83,901.12
& BFO 144W D	21,024	1.75	1.62	3.37	70,850.88
BFO 144W	12,412	2.55	1.62	4.17	51,758.04
& BFO 96 D	11,132	1.75	1.15	2.90	32,282.80
BFO 144W	8,502	2.55	1.62	4.17	35,453.34
& BFO 72 D	8,480	1.75	0.84	2.59	21,963.20
BFO 144W	4,814	2.55	1.62	4.17	20,074.38
& BFO 24 D	4,804	1.75	0.50	2.25	10,809.00

**TABULATION OF BID FOR CONTRACT**

NAME OF LOW BIDDER <b>Hanco Utilities, Inc.</b>	PROJECT NAME: <b>McGrath Town and Rural</b>	BID DATE
	Owner: <b>Mille Lacs Energy Cooperative</b>	<b>October 6, 2022</b>

ASSEMBLY UNITS	QUANTITY	UNIT PRICE			TOTAL
		LABOR	MATERIAL	LAB/MAT	
BFO 96W	7,674	2.55	1.19	3.74	28,700.76
& BFO 24 D	7,774	1.75	0.50	2.25	17,491.50
BFO 72W	6,386	1.55	0.88	2.43	15,517.98
& BFO 24 D	6,286	0.75	0.50	1.25	7,857.50
BFO 48	31,784	1.40	0.66	2.06	65,475.04
& BFO 48W D	32,194	0.75	0.70	1.45	46,681.30
BFO 48	57,004	1.40	0.66	2.06	117,428.24
& BFO 24W D	57,474	0.75	0.54	1.29	74,141.46
BFO 24	6,144	1.40	0.50	1.90	11,673.60
& BFO 24W D	6,214	0.75	0.54	1.29	8,016.06
BHF(30x48x36)T	45	650.00	1,799.60	2,449.60	110,232.00
BM 2(5/8)(8)	462	30.00	25.55	55.55	25,664.10
BM 53	157	50.00	31.25	81.25	12,756.25
BM 53A	319	55.00	18.26	73.26	23,369.94
BM 60(1.25)D	17,892	13.50	0.73	14.23	254,603.16
BM 60(2x1.25)D	5,910	15.00	1.46	16.46	97,278.60
BM 60(3x1.25)D	180	17.00	2.19	19.19	3,454.20
BM 61(2)D	8,152	13.50	-	13.50	110,052.00
BM 61(4)D	4,412	15.00	-	15.00	66,180.00
BM 61(6)D	380	17.00	-	17.00	6,460.00
BM 83	506	10.00	5.77	15.77	7,979.62
HBFO (L)	24	265.00	553.31	818.31	19,639.44
HBFO (M)	21	220.00	335.78	555.78	11,671.38
HBFO (XL)	2	300.00	672.42	972.42	1,944.84
HO1	4,555	35.00	0.24	35.24	160,518.20
ONT B3S	162	100.00	23.58	123.58	20,019.96
ONT B5S	105	100.00	60.55	160.55	16,857.75
ONT S	179	100.00	7.03	107.03	19,158.37
ONT B7S	20	100.00	87.63	187.63	3,752.60
ONT B3ES	15	100.00	23.58	123.58	1,853.70
ONT B5ES	25	100.00	60.55	160.55	4,013.75
SEBO 12	1,604	2.00	0.47	2.47	3,961.88
SEBO 4	204,526	2.00	0.43	2.43	496,998.18

BID TOTAL **\$4,069,348.73**

This is to certify that the bids tabulated herein were publicly opened and read at 1:00 PM/CT, on October 6, 2022, at Vantage Point Solutions, 2211 North Minnesota Street, Mitchell, SD 57301. All bids were accompanied by an acceptable certified check or bid bond.

DATE \_\_\_\_\_

SIGNATURE OF ENGINEER \_\_\_\_\_



## PRE-BID CONFERENCE

SEPTEMBER 27, 2022

MEETING LOCATION:

CTC| 1102 MADISON STREET, BRAINERD, MN 56401

CLIENT:

MILLE LACS ENERGY COOPERATIVE

PROJECT AREA:

MCGRATH TOWN AND RURAL



# PRE-BID CONFERENCE

## NONRUS

Exchange	County/State	Miles Buried	Miles Aerial	Entrances
McGrath Town and Rural	County: Aitkin State: Minnesota	Mainline: 100.99 Drop: 39.04		Buried: 506
<b>TOTAL MILES: 140.03</b>				

Subcontract – Form 282 will be required for any subcontractor associated with this contract. There will not be any sub-contractor allowed to work on the project until the 282 forms are approved by the owner.

1. Addendum – Contractors take notice of Addendum regarding discounts. The Bidder shall use the procedures outlined herein when discounts are submitted in conjunction with a bid letting. The discount shall contain the following:
  - a. The discount for each appropriate material and/or labor section in the 515.
  - b. The approximate total reduction in the amount of the contract.
  - c. The total amount of the contract shall not be mentioned in the discount.
  - d. Discounts shall be submitted by one of the following methods:
    - i. Discount information attached to and included with the sealed bid.
    - ii. By FAX at least one half (1/2) hour before the scheduled bid opening. The FAX shall contain the material and/or labor discount by section of the 515 contract and the approximate total reduction in the bid. The FAX shall also include the telephone number, city, and name of party authorized to execute the contract. The Engineer shall verify the content of the FAX with the above party prior to the bid opening. Unconfirmed FAXES shall not be considered with the bid. Vantage Point Solutions, Inc.'s FAX number is 605-995-1778.

2. Addendum 3 – No Third Party Beneficiary – Review, sign, and date

3. Addendum 4

Contractor, please note that the following pages have been removed from this contract because there are no units pertaining to these sections for this project:

Pages 25 & 26	-	Section A
Pages 35 – 40	-	Section BFC
Pages 49 & 50	-	Section CFO
Pages 51 – 54	-	Section CO
Pages 55 – 58	-	Section CW
Pages 63 & 64	-	Section HR & HU
Pages 67 & 68	-	Section PE & PF
Pages 69 & 70	-	Section PM
Pages 71 & 72	-	Section R
Pages 75 & 76	-	Section UD
Pages 77 & 78	-	Section UF
Pages 79 & 80	-	Section UH
Pages 81 & 82	-	Section UM
Pages 83 & 84	-	Section UO
Pages 85 & 86	-	Section W
Pages 87 & 88	-	Section XX
Pages 89 – 92	-	Section XZ

- a. This project is not RUS funded. All references to RUS, administrator, and RUS funding mechanisms shall mean owner
- b. The owner reserves the right to delete drops and the units associated with drops without affecting any other unit pricing.
- c. This contract must be 100% complete and closed out prior to November 30<sup>th</sup>, 2023.

4. Addendum 5 – Review, Sign, and Date

- a. This project is being funded in whole or in part by the Small Cities Coronavirus Community Development Block Grant Program (CDBG-CV) through the Minnesota Department of Employment and Economic Development (DEED). Per the requirements, the awardees must comply with the Davis Bacon Wage Requirements for all laborers and mechanics performing work on the project. Please refer to the Davis Bacon Addendum for information pertaining to the Davis Bacon Wage Requirements. The Department of Labor has a website that provides the wage classifications and prevailing wages per state and county. It is the bidder's responsibility to access the Department of Labor website at <http://www.wdol.gov> and review the prevailing wages for the county (ies) the work is to be performed in.

5. Addendum #6
  - a. HUD Office of Davis Bacon and Labor Standards
  - b. Sample Prevailing Wage Rates for Aitkin County
  - c. Payroll/Wage Tracking Forms
  - d. Contractor/Subcontractor Wage Certification Form
  
6. Outside Plant Bid Date is October 6, 2022, at the office of Vantage Point Solutions, 2211 North Minnesota Street, Mitchell South Dakota 57301 at 1:00 PM CT.
  - a. *When submitting your bid, please include lead times for fiber optic cable, pedestals, and HH's and when you'd be able to start construction.*
  
7. The project is located in Aitkin County in the State of Minnesota.
  
8. Page 7 – Paragraph 3 – Proposals and all supporting instruments must be submitted in their entirety on the forms furnished by the Owner and must be delivered in a sealed envelope, addressed to the Engineer. The name and address of the Bidder, its license number, if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be completed in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated.
  
9. Page 7 – Paragraph 4 – Prior to the submission of the Proposal, the Bidder shall make a careful examination of the site of the Project and of the Plans, Specifications, Construction Sheets, Maps, Special Drawings, Description of Assembly Units, and forms of Construction Agreement and Contractor's Bond attached hereto, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors and the Anti-Kickback Acts, as amended.
  
10. Page 8 – Paragraph 6 – Taxes – Each Bidder shall include and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each Assembly Unit, the amounts which it is estimated will be payable by the successful Bidder or by the Owner in account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment, or services or labor or installation thereof, to be incorporated in the Project as part of such Assembly Unit. All taxes of the foregoing descriptions shall be payable by the Bidder which shall be awarded the Contract for the construction of the Project. **Include all applicable taxes in your bid unit prices.**

11. Page 8 & 9 – Paragraphs 10, 11, 14, & 15 –

- a. 10 – Each Proposal must be accompanied by a Bid Bond in the form attached or a check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum Bid Price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check, in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder and such acceptance has been approved by the Owner, or for a period not to exceed ninety (90) days from the date hereinbefore set for the opening of proposals whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.
- b. 11 – The successful Bidder will be required to enter into a Contract with the Owner and to furnish a Contractor's Bond, in one of the forms attached hereto, with sureties listed by the United States Treasury Department as Acceptable Sureties in a penal sum not less than the Contract Price.
- c. 14 – The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the execution of any contract which may be awarded thereon.
- d. 15 – The Owner reserves the right to reject any or all Proposals. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective Assembly Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

12. Page 11 & 12 – Paragraph G – Where buried plant is involved, the Owner has obtained permission from State and local highway and road authorities to bury cable and set housings on the highway and road rights-of-way in the project Area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of

public authorities having jurisdiction over highway and road rights-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by the highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the Project. This requirement is in addition to, and independent of, the performance bond required under this Contract. The approval of a Bidder's Qualifications by the Owner or the acceptance of a Bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by, or on behalf of, the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communication with the following:

- a. **Minnesota Department of Transportation**
- b. **Aitkin County Highway Department**
- c. **Town of McGrath**

13. Interim Financing – Not Applicable

14. Page 21 – Supplement A – Not Applicable

15. Page 23 – RUS packets are part of the contract listed below:

- a. 515a – Construction of Direct Buried Plant
- b. 515b – Construction of Underground Plant
- c. 515d – Installations at Customer Access Locations

16. Page 23 – Standards that are applicable (PC-2), (PC-4), (PC-5A)

17. Assembly Units are as listed on Page 115 of Contract:

- a. **BA, BD, BDO, BDS, BFO, BH, BM, HBF, HO, ONT, SE**

18. Section BA –

- a. BA units shall meet or exceed RUS standards as outlined in the specifications for wood stub poles.

19. Section BD –

- a. BD3A units shall be a Vertiv UPCBD3 metal pedestal with GBRBD2 ground bracket assembly. All BD3A units shall include (2) 1.25" innerducts, which shall be installed from the HH to the pedestal. **Also see guide drawing, the unit includes everything shown on the guide drawing except the BA-3 wood stub is called out separately under the BA units.**

20. Section BDO –

- a. BDO5 pedestals shall be Vertiv metal UPCBD5 pedestal. Units with FBD suffix shall include a NetSpan FBD Fiber Distribution kit, 2-sided closed architecture fiber splice closure for UPCBD5 pedestals. All labor and material to complete the installation of the closure and pedestal shall be included in the BDO unit.
- b. All BDO pedestals shall include 1 splice tray.

21. Section BDS –

- a. BDSO (24)(288) unit shall be Clearfield FDH PON cabinet. Cabinet shall come equipped with 288 distribution ports, 24 feeder ports, SC/APC connectors, 12-inch riser, external locate access, and (1) 288 fiber armored loose tube stub, 100' in length. This unit shall also include a 30x48x36 vault (with bolt kit) in which the splitter cabinet shall be mounted to. Vault Part # V7B-CZP. This unit shall also include providing and installing (3) 1x32 splitters.
- b. BDSO (48)(576) units shall be Clearfield FDP PON cabinet. Cabinet shall come equipped with 576 distribution ports, 48 feeder ports, SC/APC connectors, 12-inch riser, external locate access, and (2) 288 fiber armored loose tube stubs, 100' in length. This unit shall include a 36x60x36 vault (with bolt kits) in which the splitter cabinet shall be mounted to Vault Part #V8B-CZP-F. This unit shall also include providing and installing (12) 1x32 splitters (6 for each cabinet).
- c. BDSM 336 unit shall be Clearfield Fiber Flex 2000 Active Cabinet with 750W heat exchanger, AC Load Center with generator connect, flatpack S 48 VDC Rectifier, supports 1 battery string with warmer, (1) 288 and (1) 144 SC/APC distribution ports, (3) 144 fiber OSP Armored loose tube, 100' in length, and shall include left and right bulkhead brackets. Unit shall also include 62AH Enersys SBS B14 Battery String 140-00039. Batteries shall be installed by the contractor and hooked up by the owner. Unit also includes Poly/Concrete Vault and lid for Fiber Flex 2000, 36x72x36, V2000-367236, and all misc. material needed to complete the installation. All items in the above description shall be verified with the owner and engineer prior to placing an order.

22. Section BFO –

- a. BFO 24 and larger shall be single armor, single jacket, totally dry loose tube with dielectric strength elements. Fiber optic cable shall operate at a wavelength of 1310 nm at .35dB/km and 1550 nm at .25dB/km per better, per individual fiber, per reel length. All fiber optic cable shall be zero or low water peak and meet or exceed G.652D and RUS PE90A standards.



- b. All fiber optic cable shall be from Corning, OFS, Prysmian, or Superior Essex. All fiber optic cable shall be from the same manufacturer, except drop fiber. ***This is the priority, but if not available the owner will consider other options.***
- c. BFOV units shall be SDR 11, ASTM-F2160, orange in color.
- d. All utilities shall be exposed by hand or with Vacuum equipment. Backhoes are permissible in rural areas.
- e. On reel tests shall be the option of the Contractor. If the Contractor should choose to do the tests, the Contractor shall fill out the "On Reel Test" form in this contract and submit it along with all of the OTDR traces to the engineer prior to construction. The OTDR traces shall be submitted electronically in PDF format on a USB Flash Drive (2 copies). Test Forms shall be filled out and 2 hard copies submitted. A dual window test is required, BFO cable shall operate on wavelength of 1310 nanometers at .35 dB per kilometer or better and 1550 nanometers at .25 per kilometers or better per individual fiber per reel length; only zero or low water peak cable shall be used on this project. BFO cable shall be in accordance with PE 90A.

Within 10 calendar days after fiber routes are placed and spliced, the contractor shall perform an end-to-end loss test. This test shall be performed using a power meter and a light source, as well as an OTDR. Contractor shall test from Point A to Point B and then from Point B to Point A to obtain an average. A dual window test is required, with data recorded on the form FTTP Test in this contract. This information shall be turned into the engineer no more than 10 calendar days after completion of test. It is the contractor's responsibility to notify engineer 48 hours prior to beginning any of these tests.

23. Section BH –

- a. BHF units shall be Quazite or Armorcast with a Tier 22 load rating on both the box and the lid. The load rating shall be stamped on both the box and the lid. See Guide Drawings. ***This is the priority, but if not available the owner will consider other options.***

24. Section BM –

- a. See List of changes pages for description of BM units, also see guide drawings.
- b. BM 2 units shall be 5/8" x 8' copper clad steel ground rods.
- c. BM 83 units shall be Charles Industries 219 riser pipe, 5' in length with 2 clamps and stainless-steel hardware to complete the installation.
- d. Duct shall be SDR11, ASTM F2160, orange in color.

25. Section HBF –

- a. HBFO M shall be CommScope 450C splice case with 6 ports, 6 ground lugs, and trays to splice up to 144 fiber.

- b. HBFO L shall be CommScope 450D splice case with 6 ports, 6 ground lugs, and trays to splice up to 288 fiber.
- c. HBFO XL shall be CommScope 600D splice case with (2) 4-port gel blocks, butt splice configuration, 4 ground feed through lugs, and trays to splice up to 576 fiber.
- d. HBFO units shall include trays, grounding kits, and other miscellaneous material needed to complete the installations.
- e. See Guide Drawings.

26. Section HO –

- a. The HO Units will be by Fusion splicing, splice loss not to exceed .15 dB unless after 3 attempts this cannot be accomplished, then up to a .2 dB will be accepted.
- b. Contractor shall fill out Acceptance Test Forms in this contract. These can be provided to the successful bidder electronically.

27. Section ONT –

- a. ONT units shall be FTTP ONT enclosure provided and installed by the owner. Contractor shall provide all miscellaneous material needed to complete the installation.
- b. Contractor shall provide and splice a pigtail for all ONT units. Pigtail shall be CommScope or Clearfield with SC/APC connector on one end, 1.5 meters in length. Compensation for pigtail and splice shall be included under the S suffix.
- c. ONT units with a 5 and 7 suffix shall include a 8' X 5/8" copper clad ground rod.
- d. ONT 7 units shall be mounted directly to the structure.
- e. The bond to the power ground shall be completed by owner on ONT S units.

28. Section SE –

- a. SEBO 4 and SEBO 12 shall be armored unitube with dielectric strength elements and shall meet RUS PE90A specifications.

29. Additional Items

- a. Pages 93, 93b-93i: List of Guide Drawings & Changes, Additions & Deletions
- b. Page 103 & 105: Proposal Summary Pages

30. Page 107: Paragraph 5 – The Bidder understands that the location shown on Construction Sheets for existing telecommunications plant and other utilities is approximate, and that the restrictions on cable placement shown on the Construction Sheets may be altered in accordance with Article V, Section A.1.3, as existing underground facilities are located by the Bidder during construction. **Owner will locate their own power within the ROW.**

31. Page 109: Item 10 – Contractor License



Page 110: Item 14 – The Bidder agrees to commence the construction Project, on a date (hereinafter called the “Commencement Date”) which shall be determined by the Engineer after notice, in writing, of approval of the Construction Contract by the Owner and notice in writing from the Bidder that the Bidder has available sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than 150 calendar days from the acceptance of the bid from the owner. ***When submitting your bid, please include lead times for fiber optic cable, pedestals, and HH’s and when you’d be able to start construction.***

The Bidder agrees to strive diligently to obtain materials to commence and maintain construction of the Project and agrees to prosecute diligently and to complete construction of the Project in strict accordance with the Plans, Specifications, Construction Sheets and Special Drawings within ninety (90) calendar days (excluding Saturdays, Sundays, and legal holidays) after the Commencement Date. ***Project needs to be done and closed out by 11/20/2023***

Page 111 & 112: Items 18, and 20 –

Item 18 - The Bidder understands and agrees that approximately 140.03 miles (225.35 km) of proposed buried cable will be constructed along the same right-of-way and adjacent to existing buried telecommunications facilities of others. The sizes and general locations of existing buried telecommunications facilities are not shown on the Construction Sheets. It will be the Bidder's responsibility to perform the work in such a manner as not to cause interruption of service on existing buried facilities during the construction of the proposed buried cable. To accomplish this, the Bidder will furnish and operate any cable locating equipment necessary to establish the actual location of existing buried facilities. The bidder will be responsible for maintaining shield continuity and proper grounding of existing cables in the time frame between housing installation and splicing operations. ***Owner will locate their own buried power within the row for mainline construction.***

Item 20 – The Bidder will not perform any work hereunder on Saturdays, Sundays, and legal holidays unless there is urgent need for such work and the Owner consents thereto in writing. The time for completion specified in paragraph 14 hereof shall not be affected in any way by inclusion of consent to work on the days specified above. ***The owner will consider work on Saturday if it is necessary to complete the project on time.***

32. Page 112 & 113: Item 21 & 22 – Equal Employment Information; have filled out and signed on Page 113.

33. Page 116-117: Paragraph b, d, & e –

- a. Paragraph b – The sequence of construction shall be as set forth below, the names being the designations of central office areas corresponding to the names shown on the maps attached hereto. For each central office area, the sequence of construction shall be

designated by remote serving areas or Work Sectors shown on maps of the central office areas. If no sequence of construction is set forth below, the sequence shall be as determined by the Contractor, subject to the approval of the Engineer.

**Start at the CO and build out completing one route at a time in order to allow the fiber Splicers to stay caught up.**

- b. Paragraph d – The Owner, acting through the Engineer, and with the approval of the Administrator, may, from time to time, during the progress of the construction of the Project, make such changes, additions to, or subtractions from the Plans, Specifications, Construction Sheets, Special Drawings and cable placement locations which are part of the Contractor's Proposal and in the sequence of construction provided for in the preceding section as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided, further, that if the cost of materials to the Contractor is increased by such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof, included, if necessary, in a construction contract amendment (RUS Form 526) signed by the Owner and the Contractor. (see 7 CFR part 1753.11). Any claim for additional compensation for a change or addition will not be considered unless the Contractor shall have made a written request therefore and approved by the Owner prior to the commencement of work in connection with such change or addition (refer to Contractor's Proposal, Paragraph 16).
  - c. Paragraph e – Except as otherwise agreed to by the Owner, all work shall be performed without interruption to or interference with existing telecommunications service, if any.
34. Pages 123-124: Safety – refer to Section 1, Article IV of 515. The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State and Municipal safety laws, environmental regulations, and building and construction codes.
  35. Pages 126 – 127: Section 4 – Insurance – See note 26 in Miscellaneous items below, OR See list of changes pages in contract for the minimum insurance requirements. The successful Bidder will be required to provide a copy of the insurance to the Engineer prior to starting any work on the Project.
  36. Outside Plant Bid Date is **October 6, 2022, at 1:00 PM CT.** Bids to be sent to the office of the Engineer, Vantage Point Solutions, Inc., 2211 North Minnesota Street, Mitchell, South Dakota 57301.
    - a. ***When submitting your bid, please include lead times for fiber optic cable, pedestals, and HH's and when you'd be able to start construction.***

### 37. Miscellaneous

1. Contractor's Superintendent. The Contractor shall provide a qualified superintendent ("Superintendent") to oversee all aspects of the project; this person is not to be an operator. The superintendent shall remain on the project until all units of the project are completed. No work shall be done by any crew on the project without the Superintendent being on site. The Superintendent shall keep a complete set of as-built records on the staking sheets provided by the Engineer and compare them with the Engineer's (or Engineer's representative) records daily. The Contractor shall submit a set of "red lined" as-built staking sheets to the Resident weekly. The staking sheets are to include all units installed, and sequential numbers of all cable at hand holes, pedestals, houses, and / or poles.
2. Access to all construction sheets and maps will be provided to the Contractor via a secure link. It is the responsibility of the Contractor to download and distribute electronically to Construction crews (including sub-contractor) for the original version and any subsequent revisions. Automated notifications will be provided if the files are updated with any revisions.
3. BDO/BHF/HBFO Units. One unit shall be paid per location no matter how many times the Contractor must enter the enclosure to add drops, cable, or other activities. The units shall include all labor and material to install the following:
  - Pea gravel, housing numbers, route letters, directional and other markings of buried cable whether new or existing.
  - Connection of buried cable shields to the bonding connector whether they are new or existing cables in the housing in accordance with RUS 1753F-401 Splicing Standard (PC-2) required reforming and supporting the existing cable.
  - Installation of cable blocking kits (if filled cable).
4. Responsibility of Facilities Locates. It is the Contractor's responsibility to locate, or have located, all existing facilities, both public and private. Contractor shall contact City officials for locations of all City facilities.
5. Locating of Cable Facilities. Contractor shall locate any new cable when requested by the Engineer for verification. The Contractor shall indicate the distance of the cable from the center line of the road on the profile sheets.
6. Exposing of Utility Lines. All buried utility lines being crossed by any construction shall be located and exposed by Contractor before installing buried cable or conduit.
7. Directional Boring Requirements. Any and all boring in conjunction with town units, or convenience boring shall be a minimum of specified contract depth and a maximum of 60" below the natural grade of the surface. All utilities shall be exposed by Contractor before crossing them on ALL directional boring. Contractor shall furnish Resident as-built profiles of all directional bores that go under drainage areas or waterways before installation of any cable facilities. All piped bores shall be sealed with duct putty by Contractor.
8. Compensation for Directional Boring. The Contractor shall be compensated for directional boring units going under drainage areas or waterways per as-staked footages. Directional bores in

conjunction with town construction shall be paid actual bore length at the time of construction (as verified by the Engineer).

9. Compensation for BFOV and / or SEBOV units. The contractor and the engineer's representative shall wheel all innerduct the day it is installed and agree on the footages. These will be the footages used for payment to the contractor.
10. Innerduct Requirements. All innerduct shall be plugged as soon as it is placed, and all couplers used on innerduct shall be air-tight, water-tight and approved by Engineer prior to use. The Contractor shall mark the location of any coupler used on the staking sheets and give to the Engineer weekly.
11. Use of Rock Units. Rock units shall be at the discretion of the engineer and owner and shall only be paid when solid severe rock is encountered, necessitating the use of special rock equipment such as rock saw, jack hammer, or rock boring equipment. Rock units shall be pre-approved by the engineer and owner. Once approved, compensation is on a per-foot basis only for that portion that is through rock. The rock approval form shall be completed, signed, and approved. The engineer shall be present during rock work operations. BM 71 units shall include 1.25" innerduct, and the cable shall be installed inside of the duct. Duct shall be SDR 11, ASTM F2160, and orange in color. Backfill shall be suitable as not to damage the conduit/cable. All rock units shall be placed at a minimum of contract depth, as listed on the BFO page of the contract. If lesser depths are required, the depth will be shown in ( ) as a suffix behind the unit. Backfill for BM 71 (12") shall be concrete.
  - i. All Rock Units approval must have Resident and Owner sign off prior to billing. If not, contractor is at risk of not getting paid.
  - ii. Staking Sheets (Redlines) need to be uploaded with Resident and Owner's signature prior to billing.
  - iii. Contractor must attempt bore at 3 different depths when encountering solid severe rock and document prior to requesting approval for solid severe rock.
  - iv. Contractor to provide bore logs of each attempt made when encountering solid severe rock for each rod.
  - v. Additional documentation may be required per owner/engineer's requests.
  - vi. All terrain encountered that is not solid / severe rock, such as cobble rock, will be compensated for under the bid BFO price in the contract.
12. Restoration of Vegetation. All grass disturbances shall be reseeded by Contractor to conform to existing vegetation and provide weed control.
13. Restoration of Pavement. All pavement areas that are cut, or BM 71 areas in the roadways, shall be backfilled by Contractor with a slurry mix as specified and directed by the highway officials.
14. Row Official Inspection. Contractor's superintendent and Engineer shall offer to drive all routes with the right of way officials after construction is completed and remedy any cleanup concerns immediately.
15. Reel Lengths. It shall be the Bidder's responsibility to determine the appropriate reel lengths based on the staking sheets or other information. The Contractor shall not be compensated for any portions of the cable reel that is cut off to meet specific requirements as detailed in the construction prints. The cable reels shall be ordered to fit per the construction sheets and maps. The Contractor will not be



compensated for any additional reel end splicing or splicing unless approved in advance by the Engineer and the Owner.

16. Cleanup Requirements. All cleanup, including seeding and mulching, shall be caught up with each crew by the end of each day.
17. Drop Requirements. The drop crew shall make contact with the homeowners before entering their property to do any construction. When possible, the drop crew shall review the final clean up with the homeowner prior to leaving the yard. All drop construction shall comply with the following requirements:
  - Each drop shall be completely constructed and cleaned up before the crew can start another drop.
  - All drop crews shall to have a locator on the project at all times and a qualified operator.
  - All drop crews shall be caught up with the mainline construction by the end of each week of construction. Drops shall not be placed until the mainline cable has been installed.
  - There shall be no boring or directional boring units paid on drops; these shall be figured into the bid SEBO prices of the contract. All drops placed in public ROW by Contractor shall meet the minimum depth requirements of the BFO section of this contract.
  - If the bond to the power system has to be done inside the customer's fuse panel, a certified electrician shall be required to perform the attachment to the power bond. This work does not have to be completed the same time the drop is placed, but the Contractor shall be required to have the electrician sign a form stating that the bond to the power system ground meets all current NEC, NESC, and local requirements. This is only applicable if required to go into the fuse panel, if there is already a ground wire stubbed out of the fuse panel, the electrician is not required.
18. All ground or bond connections to the power system ground shall be tagged at the point of attachment with a permanent tag manufactured by General Machine Projects (GMP P/N 01068).
19. Splicing Requirements. The fiber splicers associated with this project must be familiar with all the materials used on this project, including the splice cases, splice trays, and the CO Fiber Entrance Cabinet. It shall be the Contractor's responsibility to coordinate a pre-splicing meeting with the cable vendor, splice case vendor, the vendor for the fiber entrance cabinet in the CO, and the lead splicer for the project. During this meeting one splice case and ONT shall be prepped per the contract requirements for the Engineer and Owner to approve. Splicers shall be on site within 20 days of the start of construction and to remain onsite until the project is completed.
  - The splicer shall review any proposed cable count changes with the Engineer in advance. It shall be the splicer's responsibility to verify the actual address of each drop before splicing them. If the drops are found to be spliced to the wrong fiber count during the testing process, it shall be the Contractor's responsibility to re-splice them.
  - The splicer shall keep a splicing report for each location spliced. This report shall include route number, location number, number of HO-1 units performed, number of HO 12 units performed, address of any subscriber drops coming from the location, actual fiber count spliced to the customer address listed. This report shall be turned into the Engineer on a weekly basis until the splicing is completed. There shall be no HO units, HACO, or HBFO units approved for payment without the reports to verify the

invoices. In addition to this, report, the splicer is to include a picture of each location spliced, showing the fiber storage, cable tags, and each splice tray. The file name of the picture shall match the location name as shown on the circuited maps.

- The splicer shall remove the ribbon matrix from the ribbon in which the count for the pedestal is assigned and place all fibers within that ribbon in the splice tray. Only the fibers with count assigned out of that pedestal shall be cut and spliced to drops or tap routes. All spare fibers shall express to the end of the route.

20. Acceptance Testing Requirements. As part of the fiber acceptance testing, the splicer shall perform an OTDR test from the patch panel in the Central Office or cabinet to the customer premises on each fiber at 1310 nm and at 1550 nm. The splicer shall save the OTDR trace and the results of each fiber test in an Excel spreadsheet by the Engineer:

- fiber number as it relates to the patch panel
- the length of the fiber
- the number of splices
- the number of connectors.

The splicer shall also perform a power meter / light source test on all fibers terminated at the customer premises, bidirectionally, at 1310nm and 1550nm, and place the average loss for each test on the same Excel spreadsheet provided by the Engineer. All OTDR traces and other test results shall be placed on two USB flash drives (identical copies) and be in Adobe PDF format. These test results shall be e-mailed to [ospreports@vantagepnt.com](mailto:ospreports@vantagepnt.com) within 10 days of the completion of the testing. Any fibers that do not meet contract specifications shall be brought to the Engineer's attention immediately.

21. Testing of Spare Fibers. The Contractor shall test all spare fibers that are terminated on the patch panel with an OTDR and place the estimated average loss on the spreadsheet provided by the Engineer. If the loss is above what is acceptable, the Contractor can choose to resplice the fiber to meet the spec or to perform a bidirectional test on the fibers in question and prove them to meet the spec by showing the average loss on the spreadsheet

22. ONT Loss Measurement. The Contractor shall place a sticker inside each ONT that details the test results and fiber count. These test results shall include the actual loss as tested through any splitter(s). This shall be in addition to the normal power meter testing required. If the owner does not have the equipment installed at the time of testing, this requirement may be waived.

23. Optical Network Terminal (ONT) Requirements. All ONT enclosures, opening and bonding of the cable shall be completed by Contractor at the time the drop is placed. The ONT assembly unit consists of all the necessary hardware and tests and where required, furnishing and installing a ground and/or bond or locate wire termination per the Construction Sheets. The assembly units include all protection installed as specified by the Engineer. The suffixes to the ONT assembly unit may include the following and shall be installed by the Contractor:

- M - FTTH Optical Network Module (ONTM). Consists of the labor and material to install an ONT Module either in the housing installed under the ONTH Unit or placed by others, or to directly hang or place an indoor ONT Module on a shelf, or hanging on a wall. This unit also includes cleaning and terminating the fiber optic lead into the ONT Module Bulkhead adapter.

- H - ONT Housing (ONTH). Consists of the labor and material to install an empty ONT housing on the outside or inside of a building.
  - B Suffix "B" has 2-8 grounding and/or bonding options attached to the "B" suffix as necessary. Unless otherwise specified, the bonding conductor length shall be 20 feet or less. Additional ground / bond wire shall be compensated under the BMG unit for underground placement or the BMGI unit for green insulated wire placed within the premises.
  - "C" Indicates activation of "ONTM" unit electronics and synchronizing and provisioning feeder electronic
  - "I" Indicates inside mounting
  - "J" Indicates locate wire junction-box to be installed
  - "N" Indicates network power assembly to be installed
  - "P" Indicates customer premises' power assembly to be installed and includes initial customer visit evaluation
  - "S" Indicates "pigtail" jumper splicing shall be provided.
24. Fiber Optic Service Entrance ("SE") Requirements. Consists of one (1) foot (0.305 m) of optical service entrance cable in place from the optical network terminal (ONT) to either connectorized optical port(s) or fiber optic cable strand in an aerial or buried/underground plant distribution i.e. ready-access closure, buried plant housing, buried/underground closure etc. This unit includes all clamps, rings, hooks and other hardware required for attachment to poles, buried plant housings and buildings. This unit does not include the labor and material for connecting the pre-connectorized cable to the ONT unless specified by the Engineer and suffixed by the letter "P". Also, the service entrance units may still be pre-connectorized when specified in the plans and specifications by the Engineer and/or the use of buried plant miscellaneous unit BM51 (x), Fiber Optic Pre-connectorized Multipoint Terminal Assembly to feed the subscriber. This unit does not include cable splicing. For compensation purposes, the length of service entrance units includes the sum of the distance between supporting structures and when required the vertical runs on buildings and poles. The service entrance units are further defined as follows:
- Aerial Service Entrance from Aerial Fiber Optic Cable Assembly Unit – This unit includes the labor and material for an aerial service entrance extending from aerial plant. It includes the labor and material for the installation of aerial fiber optic service cable or drop connected to either connectorized optical port or fiber optic cable strand in a ready-access closure or pole mounted terminal per the Construction Sheets. Tree trimming necessary for installing the aerial service cable or drop is also included and shall be performed per the instructions of the Engineer.
  - Buried Service Entrance Fiber Optic Cable Assembly Unit - This unit includes the labor and material for placement of buried service fiber optic cable to the depth set forth in the specifications and the backfilling and tamping of the trench and for the repair and/or replacement of all fences, shrubbery, drives, lawns, watermains, pipes, sidewalks, pipelines and contents, underground power and telecommunications facilities, pavements, roadways, buried sewerage and drainage facilities, and any other property damaged during the installation of Service Entrances.
  - "P" When the units above are suffixed with the letter "P" the labor and material for connecting the pre-connectorized fiber cable, any cable shield, and any locate wire, to the ONT and/or pre-connectorized ready access terminal are included. This work shall be done per the Construction Sheets.

- "I" Buried service entrance cable, to be installed inside a duct placed by the Contractor. The placement of the duct shall be compensated under other units (e.g., SEBO\_V(x)).
- "V(x)" One or more vacant ducts specified by the Engineer in the Explanatory Notes to be placed simultaneously in the same excavated path. Specify all duct within parentheses ( ) with every succeeding duct on the following next line. The first value in the V suffix parentheses must indicate the number of ducts by the second value specifying the inside diameter of the ducts in inches or millimeters. If cable is to be pulled into this duct as part of the construction then, cable placement must be compensated under the SEBO work units suffixed "I".

25. Construction and Installation of Service Entrances. All construction and installation work shall be done in a thorough and workmanlike manner in accordance with the Plans, Specifications and Construction Sheets and shall be subject to acceptance by the Owner and the Engineer. For purposes of this specification, references to outside cables refer to both fiber optic and copper type cables or wires unless otherwise specified. All construction and installation of service entrances shall meet the following requirements:

- All material to be used in construction of the Project shall be stored to be protected from deteriorating effects of the elements.
- All service wires and cables, and accessory materials used in the construction of the Project shall be handled with care. Each reel of service wire or cable shall be inspected for damage. Prior to installation, all damage shall be repaired to the satisfaction of the Engineer. If reel wrap is present, the reel wrap shall remain intact on the reel until the wire or cable is ready to be placed.
- Deviations from the Plans, Specifications and Construction Sheets shall not be permitted except upon written permission of the Engineer.
- The latest revision of the National Electrical Safety Code (NESC) and the National Electrical Code (NEC) shall be followed in every case except where local regulations are more stringent, in which case local regulations shall govern.
- The Contractor shall maintain conductor polarity (tip and ring) and fiber optic strand identification at the main distributing frame, all copper or fiber optic terminals, terminal blocks or bulk heads, and for Service Entrances at the network interface device (NID) or optical network terminal (ONT), all per the Specifications and Construction Sheets.
- The Contractor shall maintain the manufacturer's recommended use and installation practices for all construction and installation to the satisfaction of the Engineer.
- Buried services shall be located or relocated on the building as near as practicable to the Service Entrance per the latest National Electrical Code requirements.
- Buried services shall be located to avoid damage from lawn mowers, animals, etc., and, where deemed necessary by the Engineer, shall be guarded.
- The contractor shall comply with the method of installation as shown on the Construction Sheets and as recommended by the manufacturer to the satisfaction of the Engineer.
- Buried services shall be installed against a foundation wall or pillar to provide adequate support and mechanical protection.
- The buried service cables shall be terminated in the NID or ONT, when specified by the Engineer, as shown on the Construction Sheets.
- The ONT location shall be defined by the Engineer. The choice of location shall be chosen to facilitate common grounding with existing (code) acceptable grounding electrodes by



obtaining the best compromise between the length of horizontal service wire or cable run and length of protector grounding conductor wire run.

26. Insurance. Contractor shall procure and maintain insurance at its expense and as set forth herein throughout the term of the Agreement and for three years after its termination. These insurance policies shall contain a provision that coverage afforded under the policy shall not be canceled or not renewed until at least thirty (30) days' advance written notice has been provided to Owner. With respect to Contractor's commercial general liability insurance, Owner shall be an additional insured for both ongoing and completed operations on a primary and non-contributory basis. Owner shall also be an additional insured on Contractor's automobile liability insurance and umbrella/excess liability policies. Contractor shall obtain from all of its insurers a waiver of subrogation in favor of Owner with respect to losses arising out of or in connection with the Services to be performed pursuant to the Agreement. All insurance must be procured from an admitted insurance carrier in the state in which Contractor is performing the Services that maintains an A.M. Best rating of A- or better. Contractor shall provide Owner with Certificates of Insurance and corresponding insurance declaration pages, for itself and for any independent contractors engaged by Contractors, as applicable, which Owner will review and determine whether the policies meet its requirements in its sole discretion, prior to Contractor performing Services for Owner. The parties agree that the failure of Owner to object to the form of certificate and/or additional insured endorsement provided shall not constitute a waiver by Owner of the requirements of this Section. For purposes of the Agreement, the following policies must satisfy the following conditions and have the stated minimum coverage amounts:

- a. Commercial General Liability. Commercial general liability insurance written on standard forms with extensions of coverage, if applicable, to include liability coverage arising out of Contractor's work and operations including coverage for the "products completed operations hazard." This insurance shall not exclude coverage for residential work. Such coverage must have minimum limits of insurance in force of at least:
  - i. \$2,000,000 per project general aggregate
  - ii. \$2,000,000 products/completed operations aggregate
  - iii. \$1,000,000 per occurrence personal and advertising injury
  - iv. \$1,000,000 per occurrence bodily injury and property damage
  - v. \$5,000 per person medical payments
- b. Automobile Liability. Automobile liability insurance on Contractor's vehicles with minimum policy limits for bodily injury of \$1,000,000 per person, an aggregate of \$1,000,000 per accident with property damage limits of \$1,000,000 for each occurrence.
- c. Workers' Compensation Liability. Workers' compensation insurance with policy limits that cover the statutorily-mandated benefits.
- d. Employer's Liability. Employer's liability insurance with policy limits of at least \$500,000 each accident, \$500,000 disease policy-limit, and \$500,000 disease per each employee.
- e. Umbrella/Excess Liability. Umbrella/excess liability with policy limits of \$5,000,000 per occurrence and in the aggregate. Such policy shall at least follow the form of each primary policy, and shall be no more restrictive than any of them.

In the event Contractor elects to engage an independent contractor or subcontractor to assist with the performance of the Services pursuant to the Agreement that is not covered by Contractor's insurance, Contractor acknowledges that Contractor shall be responsible for ensuring that such independent contractor or subcontractor has procured insurance coverages at levels in an amount equal to or higher than those required of Contractor pursuant to this Section.

To the extent provided in a prime contract, Owner and Contractor waive all rights of action and subrogation that the insurance company providing any builder's risk policy may have against each of them and/or the owner, architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Should a prime contract require insurance with higher limits or broader coverage than required herein, Contractor shall furnish such additional or greater insurance coverage at no added cost to the Owner. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. If applicable and except to the extent recoverable by Owner from another subcontractor or owner, deductibles for any builder's risk insurance shall be the responsibility of Contractor. A copy of the builder's risk insurance certificate may be obtained upon request.



### Items to be Discussed at Preconstruction Conferences

- The Prime or General Contractor is responsible to ensure that subcontractors are not debarred from federal projects. Payments will be withheld if debarred contractors are used.
- Davis-Bacon and Related Acts apply to all subcontractors, regardless of dollar amount of contract.
- All contractors (including subs) need to complete the Contractor/Subcontractor Certification. Payment may be withheld until a usable form is submitted.
- Ensure that all contractors and subcontractors are completely clear about which wage decision is being enforced for the project.
- Are job classifications that are planned for use included in the enforced wage decision? If not, is an additional classification to DEED needed?
- Will any apprentices be used? If so, insist on proper paperwork. Only the state or federal departments of labor can define an apprentice. Any "apprentice" that is employed without correct paperwork will be paid the prevailing rate for their corresponding Classification.
- All workers will be paid dependent on the work they are doing. For instance, anyone engaged in Pipelayer-orientated work will be paid the Pipelayer rates. The full rates will be paid regardless of how skilled or experienced the worker is in their respective Classification.
- All workers on job site will be paid at base rates and fringe benefits that meet or exceed those in the enforced wage decision. If no fringes paid, the base rate will meet or exceed the base rate plus the fringe rate listed on the wage decision. Workers will be interviewed to ensure compliance.
- For projects over \$100,000, all workers will be paid overtime at time and a half the base rate that is actually paid.
- Contractors cannot ask employees to pay back any wages to the contractor. (or, no kick backs). Workers will be interviewed about this subject.
- The enforced wage decision and "Notice to All Employees" will be posted at the job site where workers can see them. This will be monitored.

- If split Classifications are used, employee – signed timecards are necessary to document the time. If no time cards have been secured, administrators will enforce the highest rate. (Most applicable to public facilities or large rental projects)
- All workers, including owner-operators, will need to be paid wages that meet or exceed the wage decision. Owner-operators will be assigned an appropriate Classification from the wage decision. Terms such as “Owner,” “Co-owner” or “Sole Proprietor” are not acceptable. (Generally a commercial rehabilitation issue) Owner – operators do not need to complete the withholding section of the payroll reports. The phrase “self-employed” should be written into that section in such a case.
- Foreman is not considered an acceptable Classification if the subject performs construction tasks for more than 20% of their time.
- Generally, Davis-Bacon and Related Acts do not apply to truck drivers delivering materials to the job site, unless the materials come from a site owned or dedicated to the contractor. (Generally a public facilities issue) Truck drivers are not excluded from state prevailing wage if state funds are part of the project.
- All payrolls must be signed by an authorized agent of the contracting firm on the compliance page of payroll reports (WH348).
- Department of Labor Payroll forms (WH347) are highly recommended for use by contractors. Alternative forms will need to provide all information required on the DOL payroll and must be accompanied by a signed compliance page (WH348, see above).
- Payrolls must be provided to the administrator in a timely fashion (within 10 days of the end of the payroll period. Contractors may not be paid if compliant payrolls are not submitted.
- Payrolls will be submitted and numbered in sequential order. No work weeks should be documented. Workers must be paid weekly. Payrolls should be for time and overtime on the project only and not include other work. At least the first payroll will list the last 4 digits of the social security number.
- General or prime contractors are responsible for underpayments of subcontractors.
- Fringe benefits need to be paid to employee paid plans, or be paid in cash. This will be documented on payroll reports.

### Illustration 3

#### *Equal Opportunity Attachments for Grantee Direct Bid Projects*



### Civil Rights Laws

Small Cities Development Program  
State of Minnesota



**Title VI of the Civil Rights Act of 1964.** This law provides that no person shall be excluded from participation, denied program benefits, or be subjected to discrimination on the basis of race, color or national origin.

**Section 109, Title I, of the Housing and Community Development Act (HCDA) of 1974.** This law provides that no person shall be excluded from participation (including employment), denied program benefits, or be subjected to discrimination on the basis of race, color, religion, national origin, sex, age or handicap.

**Age Discrimination Act of 1975.** This law provides that no person shall be excluded from participation, denied program benefits, or be subjected to discrimination on the basis of age.

**Title VIII, Civil Rights Act of 1968, as amended (The Fair Housing Act).** This law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and handicap. The law further requires that programs be administered in a manner that affirmatively promotes fair housing.

**Executive Order 11063, Amended by Executive Order 12259, (Equal Opportunity in Housing).** This executive order prohibits discrimination in housing and related facilities provided with federal funds on the basis of race, color, religion, creed, sex or national origin.

**Section 3, Housing and Urban Development Act of 1968, as amended.** This law provides that to the greatest extent feasible, opportunities for training and employment that arise through HUD financed projects shall be given to lower income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects shall be awarded to Section 3 businesses located in the area, or businesses owned in substantial part by residents in the project area.

**Executive Order 11246 (Equal Employment Opportunity).** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts. Contracts in excess of \$10,000 require affirmative action on the part of employers.

**Executive Orders 11625, 12432, 12138.** These executive orders require that efforts be made to encourage the use of minority and women owned businesses in federally funded programs.

See Reverse Side

**Civil Rights Laws**  
*(continued)*

**Public Law 95-507, Amendments to the Small Business Investment Act of 1958.** This law establishes and sets forth that "it is the policy of the U.S. that small business concerns, and small business concerns owned and controlled by socially and economically and disadvantaged individuals, shall have the maximum practicable opportunity to participate in the performance of contracts let by any federal agency."

**Section 504 of the Rehabilitation Act of 1973, as amended.** This law provides that no otherwise qualified individual with handicaps shall solely, by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be discriminated against under any program receiving federal funds.

**Americans with Disabilities Act (ADA).** This law provides civil rights protection to persons with disabilities in the areas of employment, public services, public accommodations, and telecommunications.

**Minnesota Human Rights Law (Chapter 363).** This law prohibits discrimination in credit, employment, housing, public accommodations, public service, and education on the basis of race, color, creed, national origin, sex, marital status, disability, sexual orientation, public assistance and familial status.

**Uniform Administrative Requirements**

(24 CR 85.36(e))

**Excerpt On M/WBE Contracting**

**Small Cities Development Program  
State of Minnesota**



- E. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.
1. The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  2. Affirmative steps shall include:
    - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women business enterprises;
    - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
    - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
    - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (E)(2)(a) through (e) of this section.

*Equal Opportunity Attachments for Grantee Direct Bid Projects*

**Standard Federal Equal Employment Opportunity  
Construction Contract Specifications  
(Executive Order 11246)**

Small Cities Development Program  
State of Minnesota

positively  
*Minnesota*  
Department of Employment  
and Economic Development



1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security Number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains that applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.



**Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
*(continued)*

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
*(continued)*

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
*(continued)*

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
*(continued)*

8. Contractors are encourage to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of action taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's failure of such a group to fulfill an obligation shall not be a defense for the Contractor noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanction and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications**  
*(continued)*

13. The Contractor, fulfilling its obligations under these Specifications, shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**REQUEST FOR AUTHORIZATION OF  
ADDITIONAL CLASSIFICATION AND RATE**

CHECK APPROPRIATE BOX  
 SERVICE CONTRACT  
 CONSTRUCTION CONTRACT

**OMB Control Number: 9000-0066  
Expiration Date: 4/30/2022**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

<p>1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210</p>	<p>2. FROM: (REPORTING OFFICE) MN Department of Employment and Economic Development 1st National Bank Building, 332 Minnesota Street, Suite E200 St. Paul, MN 55101</p>
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3. CONTRACTOR	4. DATE OF REQUEST
---------------	--------------------

5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
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10. SUBCONTRACTOR (IF ANY)

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY, AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: \_\_\_\_\_ DATED: \_\_\_\_\_

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) <small>(Use reverse or attach additional sheets, if necessary)</small>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)

See Illustration 8.2

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

See illustration 8.2

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE

TITLE

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13.

AGREE

DISAGREE

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))**

THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.  
(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE

TITLE AND COMMERCIAL TELEPHONE NUMBER

DATE SUBMITTED

SCDP Manager  
(651) 259-7425

Illustration 6

**Notice of Contract Award  
Minnesota Small Cities Development Program**

This form **must** be completed and submitted to the SCDP within 14 days after the contract is awarded. This is necessary for federal compliance.

Grant #: \_\_\_\_\_ Grantee: \_\_\_\_\_

Project Name and Address (Do not insert an address if public facility): \_\_\_\_\_

County where this project will be: \_\_\_\_\_

SCDP Project Description: _____
Identify Items paid with match dollars: _____
Identify Items not paid by SCDP fund or match dollars: _____

Wage decision and modification used in contract: \_\_\_\_\_

Effective date of wage decision used in contract (mm/dd/yy): \_\_\_\_\_

**(Please consult SCDP staff if not sure of correct decision to be in specs and contract)**

Bid Opening Date (mm/dd/yy): \_\_\_\_\_ Contract Award Date (mm/dd/yy): \_\_\_\_\_

Pre-Construction Conference Date (mm/dd/yy): \_\_\_\_\_

If no pre-construction conference, attach a short explanation of why: \_\_\_\_\_

General contractor name and address: \_\_\_\_\_

Upon review of the Contractor/Subcontractor Certification(s), does the examination indicate that Requests for Additional Classification appear necessary at this point?  YES  NO

If yes, date when we can expect Request for Additional Classification (mm/dd/yy): \_\_\_\_\_

Upon review of the Contractor/Subcontractor Certification(s), does the examination indicate that the wages that correspond with the listed work Classifications meet or exceed those in the correct wage decision?  YES  NO

If no, please attach an explanation of actions taken to ensure compliance.

Total (all sources of funds included) dollar amount (do not use cents) of contract: \_\_\_\_\_

My signature below confirms that this project meets a federal objective and that SCDP funds are only being used for eligible expenses (for commercial: exterior repairs, code compliance of building, energy, accessibility, and documented health and safety.) Furthermore, I attest that the project financing plan matches the one approved in the full application to the SCDP, that the correct wage decision is being enforced, a screening process for conflicts has taken place, and that no debarred contractors are employed on the project.

\_\_\_\_\_  
(Signature of Project Administrator)

\_\_\_\_\_  
(Date)

**Please Provide the following only if the information is not known by SCDP staff**

Project Administrator Name and Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_

We prefer that you E-mail this form as a pdf attached file to [natasha.kukowski@state.mn.us](mailto:natasha.kukowski@state.mn.us).

After reception of this form, we will e-mail you (or call if no e-mail) with the SCDP labor standards # assigned to the project.

Please use the labor standards # assigned by DEED for the Final Labor Standards Report.

Illustration 8.1

**Request for Additional Classification and Rate  
Minnesota Small Cities Development Program**

*Please complete this form, along with illustrations 8.2 and 8.3, if applicable. Submit to DEED by following the instructions on the bottom of this form. Pending DEED approval, the request will be forwarded to the Department of Labor for final approval. Expect approximately a month before we receive an answer from the DOL. Please include any supporting data, such as a corresponding evidence of state rates from the Minnesota Department of Labor and Industry.*

Date: \_\_\_\_\_ Grant Number: CDAP- \_\_\_\_\_

DEED Labor Standards Number: \_\_\_\_\_ Wage Decision Enforced: \_\_\_\_\_  
Effective Date of Decision: \_\_\_\_\_

Proposed Classification(s): _____	Hourly Base Rate (Proposed) _____	Fringe Rate (proposed) _____
-----------------------------------	--------------------------------------	---------------------------------

Brief description(s) of work provided by the Classification(s) as well as non-hand tools used: *For example; Roofer - remove old roof material and install new roof material using air nailers.*

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

Name and Address of Contractor or Subcontractor: \_\_\_\_\_

Please select one of the following:

- The employees, General Contractor, and Subcontractor (if applicable) agree on the proposed Classification and rates. Corresponding signatures attached in Illustration 8.2.
- The General Contractor, Subcontractor (if applicable), and the authorized union representative agree on the proposed Classification and rates. Corresponding signatures attached in Illustration 8.3.
- The interested parties cannot agree on wage rates that correspond with the proposed Classification. A determination by the Department of Labor is therefore requested.

Grant Administrator's Signature: \_\_\_\_\_

DEED Labor Officer's Signature: \_\_\_\_\_

Please e-mail this form and corresponding attachments as a pdf attached file to [natasha.kukowski@state.mn.us](mailto:natasha.kukowski@state.mn.us)



Illustration 8.2

**Request for Additional Classification and Rate - Attachment  
Minnesota Small Cities Development Program**

*Please include this form, or Illustration 8.3, when submitting a "Request for Additional Classification and Rate" (Illustration 8.1) form.*

DEED Labor Standards Number: \_\_\_\_\_ Grant Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

We, the interested parties including the employees who perform the work, certify our agreement with the Classification, wage rates, and fringe rates proposed on the attached "Request for Additional Classification and Rate" form.

\_\_\_\_\_  
General Contractor Name

\_\_\_\_\_  
General Contractor Signature and Date

\_\_\_\_\_  
Subcontractor Name

\_\_\_\_\_  
Subcontractor Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

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Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature and Date

## **Section 3 Clause**

### **24 CFR 75**

#### **State of Minnesota**

#### **Small Cities Development Program**

- A. Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistances shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.
  - a. The Section 3 Final Rule as detailed in the Federal Register Docket Number FR-6085-F-03 went into effect on November 30, 2020. This Final Rule amended Section 3 regulations and is now found at 24 CFR 75.
  
- B. Section 3 projects are defined at 24 CFR 75.3(a) as housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.
  - a. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.
  - b. The project site is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
  
- C. Section 3 projects funded with Small Cities Development Program or Minnesota Community Development Block Grant Coronavirus Program funds will follow requirements listed in:
  - a. Subpart A – General Provisions (75.1 – 75.7)
  - b. Subpart C – Additional Provisions for Housing (75.19 – 75.27)
  - c. Subpart D – Provisions for Multiple Funding Sources, Recordkeeping, and Compliance (75.29 – 75.33)
  
- D. Definitions associated with Section 3 projects are found at 24 CFR 75.5.
  - a. Labor hours mean the number of paid hours worked by person on a Section 3 project or by persons employed with funds that include public housing financial assistance.
  - b. Section 3 business concern means
    - i. A business concern meeting at least one of the following criteria documented within the last six-month period:
      - 1. It is at least 51% owned and controlled by low- or very low-income persons; or

**Section 3 Clause (continued)**

2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  3. It is a business at least 51% owned and controlled by current public housing residents or resident who currently live in Section 8-assisted housing
- ii. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
  - iii. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.
- c. Section 3 worker means
- i. Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
    1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
    2. The work is employed by a Section 3 business concern.
    3. The worker is a YouthBuild participant.
  - ii. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
  - iii. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.
- d. Targeted Section 3 worker is defined at 75.21 for projects with SCDP funding or 75.29 for projects funded with SCDP and Public Housing Financial Assistance funding.
- i. Targeted Section 3 worker defined at 75.21 means a worker is
    1. A worker employed by a Section 3 business concern; or
    2. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years
      - a. Living within the service area or the neighborhood of the project, as defined in 75.5; or
      - b. A YouthBuild participant.
- E. The contractor/subcontractor will complete and/or collect the following Section 3 information and provide copies to the grant recipient and/or authorized project administrator:
- a. Section 3 and Women- or Minority-Owned Business Certification
  - b. Section 3 Worker and Targeted Section 3 Worker Self-Certification form (as applicable)
  - c. Section 3 Business Concern Certification for Contracting (as applicable)

**Section 3 Clause (continued)**

- F. The contractor/subcontractor will assist the grant recipient and/or authorized project administrator in meeting reporting requirements at 24 CFR 75.25 by providing the following:
  - a. The total number of labor hours worked of all workers; and
  - b. The total number of labor hours worked by Section 3 workers; and
  - c. The total number of labor hours worked by Targeted Section 3 workers.
  
- G. Pursuant to 24 CFR 75.27(b) recipients of Section 3 funding must require subrecipient, contractors, and subcontractors to meet the requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.
  
- H. Recordkeeping and compliance requirements with the Section 3 Final Rule are found at 24 CFR 75.31 and 24 CFR 75.33, respectively.



## BORE PROFILE SHEET

ROUTE _____			TWSP _____			ROD LENGTH _____		
SHEET _____ of _____			RANGE _____			DIRECTION _____ of _____		
LOCATION _____			SECTION _____			BORE TYPE _____		
OPERATOR _____			EXCHANGE _____			DATE _____		
ROD #	DEPTH	REFERENCE	ROD #	DEPTH	REFERENCE	ROD #	DEPTH	REFERENCE
1.			21.			41.		
2.			22.			42.		
3.			23.			43.		
4.			24.			44.		
5.			25.			45.		
6.			26.			46.		
7.			27.			47.		
8.			28.			48.		
9.			29.			49.		
10.			30.			50.		
11.			31.			51.		
12.			32.			52.		
13.			33.			53.		
14.			34.			54.		
15.			35.			55.		
16.			36.			56.		
17.			37.			57.		
18.			38.			58.		
19.			39.			59.		
20.			40.			60.		





Telephone Company

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General Contractor

---

Electrical Contractor

---

Electrician Name

---

Home Owner Name

---

Home Owner Address

---

Staking sheet route and number

---

Date grounding / bonding work completed

---

I here by certify that the Telephone system NID is properly grounded and bonded to the electric system as per the latest edition of the NEC and the NESC.

Electrician

License number

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State license in

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**OUTSIDE PLANT ACCEPTANCE TESTS**  
**FIBER OPTIC TELECOMMUNICATIONS PLANT**  
**ON REEL TESTS**

PROJECT: _____	Date of Test: _____
FIBER SIZE: _____	Tester (Contractor): _____
REEL #: _____	Tester (Engineer): _____
Time Measured: _____	Tester (Borrower): _____
Temperature: _____	Test Equip: _____
Manufacturer: _____	

Fiber No.	Attenuation		Length in km	Average per km		Fiber Signature	
	1310	1550		1310	1550	Yes	No

Vantage Point Solutions, Inc.

Note 1: Splicer to highlight all results that do not meet the specifications of .35 dB at @ 1310 nanometers and .25 dB at 1550 nanometers.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control numbers for this information collection are 0572-0059 and 0572-NEW. The time required to complete this information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

SUBCONTRACT  
(Under Construction or Equipment Contracts)

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

WHEREAS, the Contractor has entered into a Construction Contract or Equipment Contract hereinafter called the "Contract") dated \_\_\_\_\_, 20\_\_\_\_ with \_\_\_\_\_ (hereinafter called the "Owner") Providing for \_\_\_\_\_ in a project bearing Rural Utilities Service designation \_\_\_\_\_ ; and

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

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

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

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

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

**SECTION 4.** The Contractor agrees to pay the Subcontractor for the performance of the work hereunder the sum of \_\_\_\_\_

\$ \_\_\_\_\_ Payable as follows:

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

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

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

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

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SUBCONTRACTOR

By \_\_\_\_\_  
TITLE

By \_\_\_\_\_  
TITLE

CONSENTED TO AND APPROVED:

[SEAL]

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

By \_\_\_\_\_  
PRESIDENT

CONSENTED TO AND APPROVED:

[SEAL]

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

\_\_\_\_\_  
DATE

By \_\_\_\_\_

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

## FTTP Acceptance Test Results Form (To Be Completed By OSP Contractor)

Serving Area \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_

- Prior to acceptance testing, you will need an electronic copy of the pre-filled test form. If you do not have the pre-filled electronic copy, coordinate with the OSP resident and they can assist you in obtaining the form. This form will have all of the fiber count listed along with the customer address that each fiber is to feed. These will match the plans and specs maps.
- Actual distance to be measured by OTDR. Indicate actual number of splices and connectors per fiber.
- End point per each fiber to be ped where it is spare, or the customer location in which it terminates.
- Properly fill out test form headings: *Serving Area, Client, and Date*. Please note there are 2 columns for test info, (1) for 1310 nm and (1) for 1550 nm.
- All fibers to be tested, loss for spare fibers to be OTDR estimated loss, loss on terminated fiber to be determined by use of power meter / light source / bi directional.
- All test forms shall be filled out while the testing is occurring, they need to be completed and sent to the engineer within 10 calendar days of completion of the testing.
- All changes to fiber count must be pre-approved by the resident, if changes are found during testing, it will have to be re spliced at the contractors expense.
- Fiber acceptance testing to include the splicer doing an OTDR test from the patch panel out on each fiber at 1310 nm and at 1550 nm. The splicer to list the length of the fiber (OTDR distance in Feet), the amount of splices, the amount of connectors, and the OTDR estimated span loss next to the fiber number on the excel spread sheet provided by the engineer. The splicer is to then do a power meter / light source test on all fibers terminated at the customer premise, bi directionally, at 1310nm and 1550nm, and place the average loss in the column "power meter actual loss" on the same excel spread sheet provided by the engineer. Also fill out the "end point" (where does the fiber end if not at a subscriber), and the "subscriber address" (if the fiber ends at a subscriber). Any fibers that do not meet contract specifications are to be brought to the Resident's attention immediately. The owner may require one of their representatives or a representative from Vantage Point to be with the splicers during testing. The contractor is to coordinate the testing in order to allow a weeks' notice of their intent to start the testing.
- The contractor is to test all spare fiber (only the ones terminated on the patch panel) with an OTDR and place the estimated average loss on the spread sheet, if the loss is above what is acceptable, the contractor can choose to re do the splices to meet the spec, or to do a bi directional test on the fibers in question and prove them to meet the spec by showing the average loss on the spread sheet.
- The contractor is to neatly write the fiber number, the actual loss, and the customer address on the sticker inside the ONT. The loss recorded is to be the actual loss as tested through the splitter. This will be in addition to the normal power meter testing required. If the owner does not have the equipment installed at the time of testing, this requirement will be waived.
- The splicer is to review any cable count changes with the Resident prior to making them in the field. It will be the splicer's responsibility to verify the actual address of each drop prior to splicing them. If the drops are found to be spliced to the wrong fiber count during the testing process, it will be the contractors responsibility to re splice them within 24 hours of being notified that they are in error.
- Prior to submitting completed test results, the splicer shall verify that the data on the test forms is accurate and complete. The splicer shall also double check and verify that the Fiber # and end point or subscriber address are correct on the test forms and that this information matches the resident inspectors master map. All discrepancies found during the testing phase must be brought to the resident's attention immediately.
- All OTDR traces and power meter information to be placed on (2) USB flash drives (2 identical copies), and be in Adobe PDF format. The test forms are to be e mailed to [ospreports@vantagepnt.com](mailto:ospreports@vantagepnt.com) within 10 days of the completion of the testing.



