

OCT 01 2018

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE
COMMISSION

In the Matter of

CMN-RUS, Inc.

Complainant

v.

Windstream Kentucky East, LLC

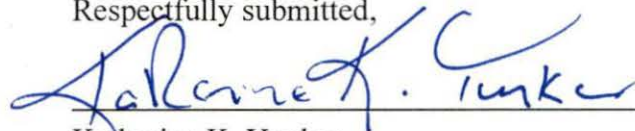
Respondent

No. 2018-00157

**Response by CMN-RUS, Inc. to
Second Requests for Information by Windstream Kentucky East, LLC**

CMN-RUS, Inc. ("CMN"), herewith submits its responses to Windstream Kentucky East, Inc.'s [*sic*] Second Request for Information to CMN-RUS, Inc., in accordance with the Commission's scheduling Order issued August 7, 2018 (the "8/7/18 Order"). Signed, notarized verifications of their respective responses by the Response witnesses — Anita Larson and John Greenbank — appear after the Certificate of Service, and before the first tab of this Response. The undersigned counsel is responsible for any objections noted for a particular response.

Respectfully submitted,



Katherine K. Yunker
kyunker@mmlk.com

William J. George
MCBRAYER, MCGINNIS, LESLIE &
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Lexington, KY 40507-1310
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Attorneys for CMN-RUS, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2018, pursuant to the Commission's 8/7/18 Order ¶2, a conformed copy of the foregoing has been served on the attorneys for Respondent by electronic mail or by hand-delivery to: Casey C. Stansbury <cstansbury@mrrlaw.com>, Tia J. Combs <tcombs@mrrlaw.com>; MAZANEC, RASKIN & RYDER CO.; 230 Lexington Green Circle, Suite 605; Lexington, KY 40503. I will also provide PSC Staff Counsel Benjamin Bellamy with a courtesy copy of this Response in the form served on the attorneys for Respondent.



Attorney for Complainant

Request

1. Please describe, by reference to statute, regulation, or other law, CMN's "regulatory" reasons requiring CMN to build out its network in Fayette County as quickly as feasible as described by John Greenback in his Direct Testimony, page 3, line 10.

Response

See CMN Response to 1 PSC 01 and 1 WIN 01.

Request

2. Please produce any documentation evidencing that during the negotiations that are described on pages 5-9 of the Direct Testimony of John Greenbank, CMN made any proposals to Windstream for attachment to more than 300 poles in a rolling 30 day period but less than 1500 poles in a rolling 30 day period. If no such documentation exists, but such a proposal was made orally, please describe the proposal made, who at CMN made the proposal, and to whom at Windstream the proposal was addressed.

Response

No such proposal was made expressly on behalf of CMN in the November-December 2017 time-frame of the description given on pages 5-9 of the Greenbank testimony.

Note, however:

- CMN's proposal in the initial conference call on December 12, 2017, was to make the high-volume plan set forth in the KIH First Amendment (*see* WIN 0264-67) — processing up to 1500 poles in a 30-day period — part of the contract with Windstream. The Windstream representatives said they would need to discuss the proposal with other representatives and then report back. The report, at the next conference call on December 19, 2017, was that Windstream management was not willing to negotiate the terms of the pole attachment agreement presented to CMN in November 2017.¹ CMN did not have the opportunity to propose a cap above 300 but below 1500 poles, and the Windstream position expressed in the 12/19/17 conference call was that anything above 300 poles per 30-day period would be rejected.

¹ That agreement capped the attachment application requests at 300 poles per 30-day period. The Pole Attachment License Agreement sent by Windstream was attached to CMN's Complaint as Appendix A. For greater ease of reference, it is attached to this Response and marked as CMN 00387-418.

- The KIH First Amendment provisions are explicitly scalable for pole-application rates between 300 and 1500. *See* First Amendment ¶1 p.2 (replacement § 8.C, 2nd para.), WIN 0265, which reads in relevant part “If Licensee desires for Licensor to process Applications for more than 300 Poles per month but less than 1,500 Poles per month, Licensee may request that Licensor reduce the number of Poles per month that it is staffed to process....” In addition, although it contemplates 1500 poles per 30 days as the maximum rate, the First Amendment includes the possibility that the process rate may exceed 1500 poles per 30-day period. *See id.* ¶1 p.3 (replacement § 8.E), WIN 0266. Thus, CMN’s proposal of the KIH First Amendment contained within it provisions for attachment to more than 300 poles but fewer than 1500 poles in a rolling 30-day period.

In addition, outside of the November-December 2017 time-frame, CMN has “proposed” attachment to more than 300 poles (but fewer than 1500) per 30-day period when it has submitted applications that exceeded 300 poles. Although the Windstream tariff does not impose a 300-pole maximum, Windstream has rejected applications which it calculates exceed the 300-pole maximum; it even refuses to “hold[] the applications while we’re waiting for the 30 days to roll over,” requiring CMN to re-submit them later. *See* March 21-22, 2018, emails from S. Hays (Windstream Group), CMN 00337-38 (copy attached to this Response).

Date: 3/22/2018 9:54:02 AM
Sent: 3/22/2018 9:53:34 AM
Subject: RE: MetroNet Lexington Applications
From: Hays, Sarah K <Sarah.K.Hays@windstream.com>
To: Lauren Sandefur <Lauren.Sandefur@metronetinc.com>;
Hodges, Felicia N <Felicia.N.Hodges@windstream.com>; Edwards, Kimberly
CC: <Kimberly.Edwards@windstream.com>; Sanders, Ashley L <Ashley.L.Sanders@windstream.com>;
Lloyd, James <James.Lloyd@windstream.com>;

Lauren,

Windstream cannot be responsible for holding the applications while we're waiting for the 30 days to roll over. Windstream will reject any applications we receive after we have hit 300 poles. Nicole will let you know which applications will be rejected out of the ones you have submitted. You will be able to submit applications for 116 poles on 04/18/18.

Approximately how many poles does MetroNet intend to submit to Windstream?

Thank you,

Sarah Hays

Analyst II – Engineering Support | Windstream

11101 Anderson Drive, Suite 100 | Little Rock, AR 72212

sarah.k.hays@windstream.com

o: 501.748.5864 | f: 330.486.3600

From: Lauren Sandefur [mailto:Lauren.Sandefur@metronetinc.com]
Sent: Wednesday, March 21, 2018 3:17 PM
To: Hays, Sarah K <Sarah.K.Hays@windstream.com>
Cc: Hodges, Felicia N <Felicia.N.Hodges@windstream.com>; Edwards, Kimberly
<Kimberly.Edwards@windstream.com>; Sanders, Ashley L <Ashley.L.Sanders@windstream.com>; Lloyd,
James <James.Lloyd@windstream.com>
Subject: RE: MetroNet Lexington Applications

Thanks Sarah, we can keep submitting applications though so we aren't sitting on them right?

Lauren Sandefur
Permit Specialist

From: Hays, Sarah K [mailto:Sarah.K.Hays@windstream.com]
Sent: Wednesday, March 21, 2018 1:39 PM
To: Lauren Sandefur <Lauren.Sandefur@metronetinc.com>
Cc: Hodges, Felicia N <Felicia.N.Hodges@windstream.com>; Edwards, Kimberly
<Kimberly.Edwards@windstream.com>; Sanders, Ashley L <Ashley.L.Sanders@windstream.com>; Lloyd,
James <James.Lloyd@windstream.com>
Subject: MetroNet Lexington Applications

Lauren,

We have received 375 poles over 18 applications from MetroNet since March 14. We can only accept 300 poles over a 30 day rolling calendar period to allow our field adequate time to survey these poles.

Since we are over the 300 poles we allow, the next application date we will be able to start processing application from MetroNet will be 04/18/18. By this date, 191 poles will have rolled out of the 30 days and we will be able to accept 116. After that date we will be able to stay at 300 poles for the 30 day period.

Let me know if you have any questions or concerns.

Thank you,

Sarah Hays

Analyst II – Engineering Support | Windstream

11101 Anderson Drive, Suite 100 | Little Rock, AR 72212

sarah.k.hays@windstream.com

o: 501.748.5864 | f: 330.486.3600

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POLE ATTACHMENT LICENSE AGREEMENT

BY AND BETWEEN

WINDSTREAM KENTUCKY EAST, LLC

AND

TABLE OF CONTENTS

	PAGE
SECTION 1 PARTIES	4
SECTION 2 SCOPE	4
SECTION 3 DEFINITIONS	4
SECTION 4 TERM AND TERMINATION OF AGREEMENT	5
SECTION 5 TERMINATION OF LICENSES	5
SECTION 6 RATES, FEES AND CHARGES	6
SECTION 7 PAYMENT, SECURITY BOND AND LIEN	6
SECTION 8 ATTACHMENT REQUEST AND LICENSE PROCESS	7
SECTION 9 AUTHORITY FOR PLACEMENT OF ATTACHMENT	8
SECTION 10 CONSTRUCTION AND MAINTENANCE	8
SECTION 11 OVERLASHING	10
SECTION 12 MODIFICATIONS, ADDITIONS, REPLACEMENTS AND REARRANGEMENTS	10
SECTION 13 EMERGENCY RESTORATION	11
SECTION 14 FAILURE TO PLACE ATTACHMENTS	12
SECTION 15 ABANDONMENT	12
SECTION 16 INSPECTIONS AND INVENTORIES	12
SECTION 17 UNAUTHORIZED ATTACHMENTS	13
SECTION 18 COMPLIANCE WITH LAW, ASSUMPTION OF RISK AND DISCLAIMER OF WARRANTIES	14
SECTION 19 LICENSEE CONTRACTOR QUALIFICATIONS	15
SECTION 20 DEFAULT	16
SECTION 21 INDEMNIFICATION AND LIMITATION OF LIABILITY	18
SECTION 22 INSURANCE	19
WIN ILEC vrs 9.23.15 (<i>Poles only</i>)	Page 2 of 32

SECTION 23	NOTICES	21
SECTION 24	CONFIDENTIALITY	21
SECTION 25	DISPUTE RESOLUTION	21
SECTION 26	TAXES	22
SECTION 27	WAIVER	22
SECTION 28	NO THIRD PARTY BENEFICIARIES	22
SECTION 29	FORCE MAJEURE	22
SECTION 30	ASSIGNMENT	23
SECTION 31	APPLICABLE LAW	23
SECTION 32	WAIVER OF JURY TRIAL	23
SECTION 33	ENTIRE AGREEMENT, MODIFICATIONS, SURVIVAL CONFLICTS AND TARIFFS	23
SECTION 34	AUTHORITY, COUNTERPARTS AND ELECTRONIC SIGNATURES	24

ATTACHED AND INCORPORATED EXHIBITS

EXHIBIT A	– DEFINITIONS
EXHIBIT B	– FORM APPLICATION FOR POLE LICENSE
EXHIBIT C	– NOTIFICATION OF SURRENDER OF LICENSE
EXHIBIT D	– SCHEDULE OF RATES, FEES AND CHARGES
EXHIBIT E	– NOTICE CONTACTS AND ADDRESSES

1. PARTIES.

This Pole Attachment License Agreement ("Agreement") is entered into as of the date last signed by all the parties ("Effective Date") by and between Windstream Kentucky East, LLC, a Windstream company organized and existing under the State of Delaware ("Licensor"), and _____, a company organized and existing under the State of _____ ("Licensee"). Licensor and Licensee may sometimes be referred to in this Agreement individually as a "party" and collectively as the "parties".

2. SCOPE.

A. The purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which the Licensor will provide Licensee access to Licensor's Poles (as defined herein) in the State of Kentucky for the purpose of Licensee attaching wireline facilities.

B. The parties acknowledge that Licensor is entering into this Agreement because Licensee has represented it is a regulated "telecommunications carrier" or "cable television system" provider as such terms are defined in the Communications Act of 1934, as amended (hereinafter the "Communications Act") and desires to provide telecommunications service or cable service ("Services"), as defined in the Communications Act; and that Licensee is authorized to provide these Services under its franchise or other lawful authority within its service area where Licensor owns Poles. In the event Licensee no longer has the status as a "telecommunications carrier" or "cable television system" provider or the authority to offer these Services in the state where the Poles are located, Licensor shall have the right to immediately terminate this Agreement and require Licensee to remove all of its facilities from Licensor's Poles. **As a condition precedent to entering into this Agreement, Licensee shall submit to Licensor a copy of its certification evidencing its status as either a regulated telecommunication carrier or cable television system provider, and until such documentation is provided to Licensor, Licensor shall not be obligated to enter into this Agreement.**

C. Subject to the provisions of this Agreement, Licensor will issue to Licensee for any lawful communications purpose, revocable, nonexclusive Licenses authorizing the placement of Licensee's Attachment to Licensor's Poles.

D. No use, however extended, of Licensor's Poles nor payment of any fees or charges required under this Agreement or License issued under this Agreement shall create or vest in Licensee any ownership or property rights in said Poles, but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place, or maintain any facilities not needed for its own service requirements, unless otherwise required by law. Nothing contained in this Agreement or in any License issued hereunder shall in any way affect, restrict or impair the right of Licensor to convey, transfer, mortgage, or assign to any other person or entity any interest in real or personal property, including any Poles in which Licensee has attached or placed Licensee's Attachments pursuant to Licenses issued under this or other license agreements.

E. Licensee recognizes that Licensor has entered into, or may in the future enter into, agreements and arrangements with others which are not a party to this Agreement regarding the Poles covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements or arrangements. The rights of Licensee shall at all times be subject to any present or future joint use or joint ownership arrangement between Licensor and any other party.

F. This Agreement does NOT create any right for Licensee to access or place facilities in Licensor central offices, conduit or to place wireless communication equipment on Poles. A separate agreement is required for any access to Licensor facilities other than those outlined in this Agreement.

3. DEFINITIONS.

Certain capitalized terms used in this Agreement are listed in and have the meaning as set forth in Exhibit A. Exhibit A is incorporated and made a part of this Agreement by reference.

4. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon the Effective Date and if not terminated in accordance with the provisions of this Agreement, shall continue in effect for a term of one (1) year (“Initial Term”) and shall continue on a year –to – year basis. Notwithstanding the foregoing, any time after the Initial Term and anytime thereafter the rates, fees and charges set forth may be increased or decreased by written notice from Licensor to Licensee.

B. Either Party may terminate this Agreement for any reason after the Initial Term with at least thirty (30) day written notice to the other party. Licensor may terminate this Agreement in the event of default as set forth under Article 20 of this Agreement.

C. Upon termination of the Agreement in accordance with any of its terms, all outstanding Licenses in connection therewith shall terminate and shall be surrendered and Licensee shall immediately, and at its sole expense remove all Attachments located on Poles within sixty (60) days of date of termination.

5. TERMINATION OF LICENSES

A. In addition to other termination rights set forth in this Agreement, upon notice from Licensor to Licensee that Licensor has been advised by a governmental authority or private property owners that the use of any Poles is not authorized and is objected to by such governmental authority or private property owner, as the case may be or that any Poles is to be removed, sold or otherwise disposed of, Licensee shall, immediately remove its cables, equipment, and facilities at once from the affected Poles or shall make arrangements for the removal of its cable, equipment, and facilities from the affected portion of Licensor's Poles at Licensee's sole expense. If not so removed within sixty (60) days or such timeframe as stated on the Notice, Licensor shall have the right to remove Licensee's Attachments from Licensor's Poles at the cost and expense of Licensee and without any liability thereto.

B. Licensee may at any time remove its Attachments from any Poles of Licensor, but shall immediately give Licensor written notice of such removal and surrender of License in the form of a Notification of Surrender attached hereto as Exhibit C and incorporated by reference and made a part of this Agreement. If Licensee surrenders its License but fails to remove its Attachments from Licensor's Poles, Licensor shall have the right but not the obligation to remove Licensee's Attachments at Licensee's expense without any liability on the part of Licensor for damage or injury to Licensee's Attachments or interruption to Services. Licensee's obligations with regard to maintenance and fees continue until Attachments are removed from the Poles. In the event that Licensee's Attachments shall be removed from any Poles as provided by this Agreement, no Attachment shall again be made to such Poles unless

Licensee shall have first complied with all of the provisions of this Agreement as though no Attachment had previously been made.

6. RATES, FEES AND CHARGES.

A. All rates, charges and fees set forth in this Agreement and those shown in Exhibit D (Schedule of Rates, Fees, and Charges) shall be subject to and calculated in accordance with applicable law, and Licensor may in its sole discretion revise the rates, charges and fees as set forth in Exhibit D upon 30 day notice to Licensee. Exhibit D is incorporated and made a part of this Agreement by reference. The fees, rates and charges set forth in Exhibit D or elsewhere in this Agreement are effective during the term of this Agreement and subject to change as set forth herein.

B. **Pole Attachment Fee.** For the purpose of computing the annual Pole Attachment Fee due under this Agreement the Pole Attachment Fee shall be based each year upon the number of Poles where Licensor has issued a License as of the date of annual billing multiplied by the Attachment Rate set forth on Exhibit D, as may be modified by Licensor from time to time. If Licensee is a regulated cable system provider which begins to offer telecommunication Services, Licensee must notify Licensor within thirty (30) days of the change in use if it shall begin to use any attachment for telecommunication Services and Licensor may adjust the Attachment Rate and Pole Attachment Fee as appropriate consistent with the applicable FCC formula for telecommunication providers.

C. All charges for inspections, engineering, replacement or rearrangements of Licensee's Attachments from Licensor's Poles and, without limitation, any other work performed for Licensee shall be based upon the full cost and expense, including reasonable overhead, incurred by Licensor or its representative for performing such work for Licensee to include without limitation costs to transfer or moving of Licensor facilities and removal of old Poles. The cost to Licensee shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.

D. All other Attachment related inquiry, verification, application, administrative and miscellaneous rates, fees and charges shall be calculated and paid in accordance with Exhibit D and the terms of this Agreement.

E. Upon termination or surrender of a License granted hereunder, no refund of any Pole Attachment Fees shall be made and Licensee shall remain liable for all fees and charges set forth in this Agreement until Licensee has removed its Attachments.

7. PAYMENT, SECURITY BOND AND LIEN.

A. All bills for such other charges for work performed by Licensor and the fees set forth in the Agreement shall be payable upon presentment to Licensee, and shall be deemed delinquent if not paid within thirty (30) days after the date of the invoice.

B. **Bond.** Licensee shall furnish a bond or other security, and keep in place during the term of this Agreement, satisfactory to Licensor, the amount of \$5,000 or an amount equal to two (2) years of Pole Attachment Fees, whichever is greater, to guarantee the performance of Licensee obligations including payment of any such sums (including Unauthorized Attachment charges and liquidated damages) which may become due to Licensor arising out of this Agreement including, but not limited to rent, fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the

removal of Licensee's facilities upon termination of this Agreement by any of its provisions or upon termination of any License issued hereunder. Such bond shall include that Licensor received 30 days prior notice of cancellation. Cancellation of a bond shall be an event of default by Licensee. Upon signing this Agreement and prior to issuance of a License, Licensee shall furnish the bond to be sent to person identified in Exhibit E. Licensor may in its sole discretion change the bond amount or cancellation notice requirement from time to time upon at least thirty (30) day notice to Licensee. Licensor shall not be obligated to issue any License hereunder until Licensee has provided the bond as set forth herein.

C. **Lien.** Should Licensor under the terms and conditions of this Agreement remove Licensee's Attachments from Licensor's Poles, Licensor will deliver to Licensee the cable, equipment or facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due Licensor hereunder. Licensor is hereby given a lien on Licensee's cable, equipment or facilities attached to Licensor's Poles or removed therefrom, with power of public or private sale, to cover any amounts due Licensor under the provisions of this Agreement. Such liens shall not operate to prevent Licensor from pursuing, at its option, any other remedy in law, equity or otherwise, including any other remedy provided for in this Agreement.

8. ATTACHMENT REQUEST AND LICENSE PROCESS

A. Before Licensee shall have a right to place Attachments to any Poles of Licensor, Licensee shall make application for and receive a revocable, nonexclusive License which shall be in the form of a Licensor countersigned Application for Pole License (Exhibit B). Each Exhibit B Application for Pole License shall contain no more than twenty-five (25) Poles and Licensee may submit up to twelve (12) Exhibit B, Application for Pole License within a rolling thirty (30) day period. Licensor will process Applications for Pole Licenses in the order in which they are received; provided, however, that when Licensee has multiple Applications for Pole Licenses on file with Licensor, Licensee may designate its desired priority of completion with respect to all such Application for Pole Licenses. **Licensee shall not under any circumstances attach any equipment to any guy wires or anchors owned by Licensor.**

B. **Application For Pole License and Engineering Survey.** Licensee shall submit an Application for Pole License in the form of Exhibit B and shall include a drawing of the proposed route, the pole detail and contact information (name, telephone, facsimile, and email information). Upon receipt of a complete Application for Pole License, Licensor will conduct an engineering survey to determine whether and where Licensee's Attachment is feasible, and what Make Ready Work is required by Licensor or other existing attachers to accommodate Licensee's Attachment. Upon completion of the engineering survey, Licensor shall inform Licensee of its estimated make-ready charges for Licensor Make Ready Work ("Make Ready Estimate"). If during this process, Licensor determines the request is denied based on insufficient capacity or for reasons of safety, reliability and generally applicable engineering purpose Licensor shall inform Licensee that the Application for Pole License is denied together with the reason. All expenses incurred by Licensor in reviewing Licensee's Application for Pole License shall be borne by Licensee even if such request is denied by Licensor.

C. **Advance Payment of Make Ready Work Estimate and Expedited Charges.** If Licensee upon review of the Make Ready Estimate desires to proceed with the process to obtain a License from Licensor, Licensee shall submit payment in the amount of the Make Ready Estimate together with the Application Fee and engineering survey costs to Licensor within fourteen (14) days of receipt of the Make Ready Estimate and invoice for such amounts. Licensee shall be solely responsible for negotiating with existing attachers for Make-Ready Work relating to such other existing attacher facilities located on,

within or in Licensor's Poles and shall be responsible for paying all charges incurred in transferring or rearranging existing attacher facilities to accommodate the placement of Licensee's Attachment on, within or in Licensor's Poles. In the event, Licensee declines to proceed with the project Licensee shall reimburse Licensor any costs and expenses incurred by Licensor to date including but not limited to Application Fee, engineering and administrative expenses and costs.

D. Completion of Make Ready Work and Issuance of License. Licensor shall undertake to complete any Make Ready Work of its owned facilities upon receipt of Licensee's payment of the Make Ready Estimate. Upon completion of all Make Ready Work and receipt of all fees and charges due from Licensee to Licensor, Licensor shall issue Licensee an approved License which shall be in the form of a Licensor countersigned Application for Pole License. At that time Licensee will be considered to have been granted a License with respect to the Poles approved in the License and may attach to Licensor's Poles in accordance with the terms and conditions of this Agreement.

E. Licensee shall maintain a copy of all Application for Pole Licenses and approved Licenses. Licensor may provide upon request copies of the same to the extent available and Licensee shall reimburse Licensor for its costs in preparing and sending requested copies.

9. AUTHORITY FOR PLACEMENT OF ATTACHMENT

A. Before any placement of Attachments by Licensee, regardless of whether a License may have been issued, Licensee represents and warrants that it has the authority to maintain Attachments within public rights-of-way, or on private rights-of-way or on private property, and shall upon request provide a copy of documentation evidencing such right to Licensor. Licensee shall be solely responsible for obtaining all licenses, easements, authorizations, permits and consents from federal, state and local authorities or private land owners that may be required to place and maintain Attachments on Licensor's Poles.

B. Licensor and Licensee agree that neither party has the right to restrict or interfere with the other party's lawful access to and use of public right-of-way, including public right-of-way, which pass over property owned by either party. Except as otherwise specifically provided in this Agreement, Licensor and Licensee shall each be responsible for obtaining their own right-of-way and permission to use real or personal property owned or controlled by any governmental body or private entity or person.

C. Licensor may, without incurring any liability, remove Attachments of Licensee from Licensor's Poles, at Licensee's sole expense where in Licensor's sole judgment such removal is required in connection with the performance of Licensor's service obligation or the safety of Licensor's employees. Whenever such removal has been made, Licensee will be notified.

10. CONSTRUCTION AND MAINTENANCE

A. Licensee's Attachments shall be placed and maintained in accordance with the following:

1. any and all Licensor requirements and specifications of Licensor, and
2. the terms and conditions of this Agreement, and
3. the National Electric Safety Code (most recent edition), and
4. the National Electric Code (most recent edition), and

5. in compliance with any other rules or orders now in effect or that may hereafter be issued by any state utility commission or other authority (state, federal, local) having jurisdiction over including but not limited to Poles, rights-of-way, and Hazardous Materials.

Each of Section 10(A)(1-5) is incorporated by reference and made a part of this Agreement, and in the event of a conflict or difference between any of these specifications and requirements, the more stringent will apply. Licensee agrees to rearrange its Attachments, within a commercially reasonable timeframe, in accordance with changes in the standards referenced herein in this Section 10(A) of this Agreement, or if required by law.

B. Licensee shall, at its own expense, make and maintain its Attachments and use Licensor Poles in a safe condition and in thorough repair, and in a manner acceptable to Licensor, and so as not to conflict with the use of said Poles by Licensor or by other authorized users of said Poles, or interfere with other facilities thereon or which may from time to time be placed thereon. Licensee shall, at its sole expense, upon written notice from Licensor, relocate or replace its Attachments placed on said Poles or transfer them to substituted Poles that may be authorized by Licensor, or perform any other work in connection with said Attachments that may be required. Licensor shall give such written notice as is reasonable in the circumstances, provided, however, that in cases of emergency, as determined by Licensor in its sole discretion, Licensor may arrange to relocate, remove or replace Licensee Attachments placed on said Poles, transfer such Attachments to substituted Poles or perform any other work in connection with said Attachments that may be required in the maintenance, replacement, removal or relocation of said Poles or Licensor or existing attacher facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the expense thereby incurred. For the purpose of this Section, Licensee Attachments shall be understood to include Attachments of Licensee in space reserved for Licensor, or space which Licensor has the right to use, on poles of other companies with which Licensor now has or may hereafter have agreements for joint use and occupancy; and the use of such space by Licensee shall be subject to the terms and conditions of the agreements between Licensor and said other companies.

C. Licensee shall be responsible at all times for the condition of Licensee's Attachments and its compliance with the requirements, specifications, rules, regulations, ordinances and laws specified in this Agreement. Licensor shall have no duty to Licensee to inspect, monitor or maintain the condition of Licensee's Attachments (including, but not limited to, splices and other facilities connections) located on, within or in Licensor's Poles. Licensor may make periodic or spot inspections at any time of any part of Licensee's Attachments as Licensor determines reasonable or necessary in its sole judgment, pursuant to Section 16 of this Agreement.

D. Licensee shall not authorize any person or entity acting on Licensee's behalf ("Licensee Contractor") to perform any work on, within or in Licensor's Poles without first verifying, to the extent practicable, on each date when such work is to be performed and, that the condition of the Poles is suitable for the work to be performed. If Licensee or Licensee Contractor determines that the condition of the Poles is not suitable for the work to be performed, Licensee shall notify Licensor of the condition of the Poles in question and shall not proceed with construction activities until Licensee is satisfied that the work can be safely performed.

E. Licensee shall be solely responsible for paying all persons and entities that provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Licensee's Attachments and for directing the activities of all Licensee Contractors while

they are physically present on, within or in the vicinity of Licensor's Poles. Licensee shall not permit any mechanic's lien, material man's lien, or any other lien, claim or security interest to attach to or encumber any of Licensor's real or personal property at any time.

F. Licensee's main line Attachments shall be tagged at maximum intervals of 300 feet so as to identify Licensee as the owner of the Attachment. Licensee shall place fiber wrap/ID at the specific Licensor Poles attaching point and at any aerial span splice location and/or slack loop. The tags shall be of sufficient size and lettering so as to be easily read from ground level.

11. OVERLASHING

A. Licensee may, upon notice to Licensor, overlash its own existing authorized Attachment and this does not constitute a separate Attachment, as it relates to the billing of Pole Attachment Fees, unless multiple/separate Attachment points are physically made at the Poles itself outside of the scope of a single Attachment. Such notice shall be in the form of an Exhibit B Application for Pole License, and any additional Attachments being installed on Poles, regardless of it being an overlash of existing Attachment or as a new Attachment, will require an engineering analysis to determine if the additional loading negatively impacts the Poles capacity. Any additional load which causes the Pole to exceed its rated capacity or no longer provides for ample ground clearance of the Attachments or other facilities will necessitate the need for the Licensee to pay any and all Make Ready Work necessary. Each overlash strand shall not exceed a 2" maximum diameter.

B. In no event shall Licensee allow a third party to overlash to Licensee's Attachments without prior notice to and consent from Licensor. Any third party must execute a License Agreement with Licensor and obtain a license thereunder.

12. MODIFICATIONS, ADDITIONS, REPLACEMENTS OR REARRANGEMENTS

A. Licensee shall not modify, overlash, add to, or replace Attachments on any Poles without first notifying Licensor in writing of the intended modification, addition or replacement at least thirty (30) days prior to the date the activity is scheduled to begin. The required notification shall include:

1. the date the activity is scheduled to begin including the Pole location and Pole number,
2. a description of the planned modification, addition, or replacement,
3. a representation that the modification, addition, or replacement will not require any space other than the space previously designated for Licensee's Attachments, and
4. a representation that the modification, addition, or replacement will not impair the structural integrity of the Poles involved.

B. Upon Licensor's receipt of a complete Exhibit B Application for Pole License, Licensor will perform, at Licensee's sole expense, a field check and if Licensor determine that the modification, addition, or replacement specified by Licensee in its notice will require more space than that allocated to Licensee or will require the rearrangements of, reinforcement of, replacement of, or an addition of support equipment to the Poles involved in order to accommodate Licensee's modification, addition, or replacement, Licensor will so notify Licensee and the parties will follow the Make Ready Work process

as set forth in Section 8 of this Agreement in order to obtain authorization for the modification, addition, or replacement of its Attachments.

C. Should Licensee request Licensor to expand capacity or purchase additional plant and should Licensor so agree, Licensee agrees to pay all cost and expenses thereby incurred by Licensor. If another party that has been granted a license joins in the request and will benefit from the expansion or purchase, Licensee agrees to pay a percentage of all costs proportionate to Licensee's share of the benefit received from the expansion or purchase, but Licensee shall be responsible for all costs and expenses not paid by the other party.

D. When multiple applications, including those of Licensee, are received by Licensor with respect to any Poles which must be replaced or rearranged to provide additional space prior to commencement of the work on such Poles, Licensor's facilities may need to be transferred in which case Licensee shall pay for all costs for such transfers.

E. In the event Licensor plans to modify or alter any Poles upon which Licensee has placed Attachments, Licensor, except in emergency situations, shall provide Licensee written notice of the proposed modification or alteration at least sixty (60) days prior to the time the proposed modification or alteration is scheduled to take place. Should Licensee decide to modify or alter Licensee's Attachments on Poles, Licensee shall so notify Licensor in writing at least thirty (30) days prior to the day the work is to begin. In such event, Licensee shall bear a proportionate share of the total costs incurred by Licensor to make Licensor Poles accessible.

F. In the event Licensor is required to move the location of, or replace, any Licensor Poles for reasons beyond its control, Licensee concurrently shall relocate Licensee's Attachments. Licensee shall be solely responsible for the costs of the relocation of Licensee's Attachments. When it is mutually agreed that it is in the best interest of Licensor and Licensee, Licensor may, after proper notification has been provided, transfer Licensee's Attachments at the same time that Licensor transfers its facilities and shall invoice Licensee for the actual costs incurred in performing the transfer of Licensee's Attachments.

13. EMERGENCY RESTORATION

A. In the event of an emergency, restoration procedures may be affected by the presence of Licensee's Attachments. While Licensor shall not be responsible for the repair of damaged Attachments, Licensor shall nonetheless control access to its Poles if the restoration is to be achieved in an orderly fashion.

B. Where Licensor and Licensee are involved in emergency restorations, access to Licensor's Poles will be controlled by Licensor according to the following guidelines.

1. Service Disruptions/Outages

- a) While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with attachments as is reasonably safe.
- b) Where simultaneous access is not possible, Licensor will grant access on first come, first served basis.

2. Service Affecting Emergencies

- a) While exercising its right to first access, Licensor shall make all reasonable efforts to grant access to as many other entities with attachments as is reasonably safe.
- b) Where Licensor is unable to grant simultaneous access to all other entities with attachments, access will be granted according to the level of damage to the attachments of each entity and the likelihood that a given level of damage will result in service disruption. Where the likelihood that a service disruption will result is not clearly discernible, access will be on a first come, first served basis.

C. Without limiting any other indemnification or hold harmless provisions of this Agreement, Licensee agrees that any decision by Licensor regarding access to its Attachments, or any action or failure to act by Licensor, under this section shall not be the basis for any claim by Licensee against Licensor for any damage to Licensee's Attachments or disruption of Licensee's Services, or any other direct or indirect damages of any kind whatsoever incurred by Licensee.

14. FAILURE TO PLACE ATTACHMENTS

Once Licensee has been issued a License, Licensee shall have ninety (90) calendar days from the date of the License was issued to begin the placement of its Attachments on the Licensor Poles covered by the License. If Licensee has not begun placing its Attachments within the ninety (90) day period, Licensee shall so advise Licensor with a written explanation and notice for the delay. If Licensee fails to advise Licensor of its delay by notice thereof or if Licensee fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the ninety (90) calendar days prescribed by this section, the License shall be automatically rescinded by Licensor and deemed null and void, and Licensee shall have no further right to place the Attachments pursuant to such voided License.

15. ABANDONMENT

Nothing in this Agreement shall prevent or be construed to prevent Licensor from abandoning, selling, assigning, or otherwise disposing of any Poles. Licensor shall notify Licensee of any sale, assignment, or other disposition of any Poles or other Licensor property used for Licensee's Attachments.

16. INSPECTIONS AND INVENTORIES

A. Post construction and/or periodic inspection of Licensee Attachments. Licensor shall have the right, but not the obligation, to make a post construction inspection and periodic inspections at any time of any part of Licensee's Attachments on Poles and any other associated facilities for the limited purpose of determining whether Licensee's Attachments are in compliance with the terms of this Agreement and any Licenses issued hereunder. Such inspections shall be conducted at Licensor's expense with the exception of (1) a post construction inspection, (2) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (3) inspection of Licensee Facilities in compliance with a specific mandate of appropriate governmental authority, for which inspections the cost shall be borne solely by Licensee.

B. Inventories. Upon written notice to Licensee, the total number and location of Licensee's Attachments on Licensor's Poles may be determined, at Licensor's discretion, through a survey which may be made not more than once per calendar year by Licensor. If so requested, Licensee and /or any other entity owning or jointly using the Poles with Licensor may participate in the survey. The costs incurred by Licensor to conduct the survey shall be reimbursed to Licensor by Licensee upon demand by Licensor regardless of whether or not Licensee participates in the survey. If the Attachments of more than one licensee are surveyed, each such licensee shall contribute a proportionate share of the costs reimbursed to Licensor.

C. No Duty to Licensee. Neither the act of inspection or survey by Licensor of Licensee's Attachments nor any failure to inspect such Attachments shall operate to impose on Licensor any liability of any kind whatsoever or to relieve Licensee of any responsibility, obligations or liability under this Agreement, any License issued hereunder, or applicable law, or to any third party contractor, Licensee Contractor, or otherwise.

17. UNAUTHORIZED ATTACHMENTS

A. If any Licensee Attachment shall be found on Poles for which no License has been granted by Licensor pursuant to the terms of this Agreement ("Unauthorized Attachment"), Licensor, without prejudice to its other rights or remedies under this Agreement or otherwise, may:

1. impose charges as set forth herein, and
2. require Licensee to remove such Unauthorized Attachment or Licensor may remove such Unauthorized Attachment without liability and the expense of removal shall be borne by Licensee.

B. For the purpose of determining the charges, Licensee shall pay an amount per Unauthorized Attachment equal to the Pole Attachment Fee that would have applied if Licensee had properly obtained a License based upon the then current Attachment Rate for the number of years the Unauthorized Attachment have existed (or, if that cannot be determined, the number of years since the most recent inventory or five (5) years, whichever is less), plus interest at a rate the greater of 1.5% per month or the maximum allowed by law. In addition, if the Unauthorized Attachment is discovered during a survey where Licensee declined to participate an additional fee of \$100 per Unauthorized Attachment shall be charged to Licensee. Licensee agrees and acknowledges in the event of an Unauthorized Attachment actual damages would be difficult to determine and the charges described herein are liquidated damages, not penalties, and represent a fair and reasonable estimate of the damages which may be incurred by Licensor for Unauthorized Attachments on Licensor's Poles including wear and tear, lost revenue, increased maintenance and repair costs for having to work on a Pole where the owner of a facility is unknown, and the risk of liability for safety violations that may be the result of an Unauthorized Attachment.

C. Any such charge as set forth in Section 17(B) imposed by Licensor shall be in addition to its rights to any other sums due and payable, including without limitation Make Ready Work costs, the actual costs of any audit or survey which established the existence of the Unauthorized Attachment and to any claims to said fees.

D. No act by Licensor with regard to any unauthorized use shall be deemed as a ratification or the licensing of the unauthorized use, and if any License should subsequently be issued, after application and payment of all applicable fees therefore, said License shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

E. An Unauthorized Attachment shall include, but not limited to:

1. an Attachment to Poles which is not identified in any License issued in accordance with this Agreement;
2. an Attachment that occupies more space than that allocated to Licensee by Licensor in a License;
3. an Attachment that is not placed in accordance with the provisions of this Agreement or the appropriate License issued pursuant to this Agreement, unless Licensee can demonstrate to Licensor's reasonable satisfaction that said misplacement is not due to any act or omission of Licensee or Licensee's agents;
4. an addition or modification by Licensee to its pre-existing Attachment(s) that impairs the structural integrity of the involved Licensor Poles.
5. an Attachment that consists of facilities owned or controlled by, and for the use of a party other than Licensee that is overlashed to Licensee Attachments without approval by Licensor as required under this Agreement.

F. Once Licensor has notified Licensee of an Unauthorized Attachment, Licensee shall submit an Exhibit B Application for Pole License to request an authorization for the Attachment. An Exhibit B Application for Pole License submitted per this provision will be treated like any other Exhibit B Application for Pole License subject to this Agreement. Licensee will be responsible for all fees associated with an Exhibit B Application for Pole License (as identified in this Agreement). If an Exhibit B Application for Pole License is not received by Licensor within ten (10) days of Licensor's notice of an Unauthorized Attachment, Licensee has sixty (60) days from the date of the Unauthorized Attachment notification to vacate the Pole. If Licensee fails to remove Licensee's facilities within such sixty (60) day period, Licensor shall have the right to remove Licensee's facilities at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's facilities or disruption of Licensee's Services.

18. COMPLIANCE WITH LAW, ASSUMPTION OF RISK, AND DISCLAIMER OF WARRANTIES

A. Notwithstanding anything to the contrary in this Agreement, Licensee shall ensure that any and all activities it undertakes pursuant to this Agreement shall comply with all applicable laws, including, without limitation, all applicable provisions of:

1. Workers' compensation laws

2. Unemployment compensation laws
3. The Federal Social Security Law
4. The Fair Labor Standards Act, and
5. All laws, regulations, rules, guidelines, policies, orders, permits and approvals or any governmental authority relating to environmental matters including but not limited to Hazardous Materials and/or Occupational Safety and Health Act ("OSHA").

B. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTIES AS TO THE CONDITION OR SAFETY OF LICENSOR'S POLES ANY ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, OR THE PREMISES SURROUNDING THE SAME, LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE. INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF POLES AND ASSOCIATED FACILITIES AND EQUIPMENT ON, WITHIN OR SURROUNDING THE SAME, AND THE PREMISES SURROUNDING THE SAME AND LICENSEE IS SOLELY RESPONSIBLE FOR ALL ALLEGED DAMAGES CLAIMED BY THIRD PARTIES ACCESSING OR WORKING ON OR NEAR LICENSOR'S POLES.

C. EXCEPT AS OTHERWISE PROVIDED HEREIN, LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, WITH REGARD TO THIS AGREEMENT AND ANY LICENSE ISSUED HEREUNDER INCLUDING, WITHOUT LIMITATION, ACCESS TO LICENSOR'S POLES OR OTHER FACILITIES.

19. LICENSEE CONTRACTOR QUALIFICATIONS

- A. The parties acknowledge that from time to time Licensee may use a Licensee Contractor to perform work for Licensee on, within or in Licensor's Poles.
- B. Licensee represents and warrants that any of its employees or Licensee Contractors shall not climb or work on any of Licensor's Poles, or work within Licensor's Right-Of-Way unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to Poles and to perform the work safely.
- C. Licensee assumes all risk of Licensee Contractors and agrees to indemnify, defend and hold harmless Licensor from all claims, losses, damages and liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) associated thereto in accordance with the indemnification provision of this License Agreement.
- D. When Licensee Contractors are working on, within or in the vicinity of any part of Licensor's Poles or Right-Of-Way, all such Licensee Contractors shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible at all times for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular

traffic, workers and property from danger. Licensee has sole responsibility for the safety of all its employees and Licensee Contractors, for the safety of bystanders, and for insuring that all operations conform to terms and conditions set forth in this Agreement. Licensor reserves the right to suspend Licensee's activities on, within or in the vicinity of Licensor's Poles or Right-Of-Way if, in Licensor's sole judgment, any hazardous condition arises due to the activity (including both acts and omissions) of any Licensee Contractor or Licensee employee, which suspension shall cease when the condition has been rectified.

E. Licensee represents and warrants that all Licensee Contractors shall maintain the same insurance coverage and limits as are required of Licensee under this Agreement, and if not Licensee's insurance will provide such coverage.

F. Licensee acknowledges that all Licensee Contractors are not Licensor's employees or agents and Licensee assumes full responsibility for their actions or omissions to act. Licensee shall be solely responsible for the payment of compensation of Licensee's employees, contractors or agents assigned to perform work hereunder and such employees, contractors and agents shall be informed that they are not entitled to the provision of any Licensor benefits. Licensor shall not be responsible for payment of workman's compensation, disability benefits, and unemployment insurance or for withholding or paying employment related taxes for any employee of Licensee, but such responsibility shall be solely that of Licensee. In the event that any federal, state or local government agency, any court or any other applicable entity determines that the personnel provided by Licensee or any permitted Licensee Contractor are employees of Licensor for any purpose, Licensee agrees to indemnify, defend and save harmless Licensor from all liabilities, costs, and expenses (including, but not limited to, reasonable attorney fees) associated with such determination in accordance with the indemnification provision of this License Agreement.

G. Any work by Licensee Contractors on, within or in Licensor's Poles or Right-Of-Way shall be done only when specific authorization for such work has been obtained in writing in advance from Licensor pursuant to the terms and conditions of this Agreement. The parties agree that all work shall be performed according to existing industry standards and practices and the requirements and specifications set forth in this Agreement and any License issued hereunder.

20. DEFAULT

A. In addition to other events of defaults defined anywhere else in this Agreement, any one of the following shall be deemed the occurrence of a default under this Agreement:

1. failure by Licensee to pay when due any fee or other sum required to be paid under the terms of this Agreement.
2. failure by either party to perform or observe any other term, condition, covenant, obligation, or provision of this Agreement and such default continues for a period of thirty (30) days after written notice thereof from the other party (provided that if such default is not curable within a thirty (30) day period, the period may be extended if the party substantially commences to cure such default and proceeds diligently thereafter to effect such cure).

3. the filing of any tax or lien against Poles because of any act or omission by Licensee which is not bonded or discharged within thirty (30) days of the date of notice to Licensee that such lien has been filed;
4. Licensee's voluntary or involuntary bankruptcy;
5. Licensee's use or maintenance of its Attachments in violation of any law or regulation, or in aid of any unlawful act or undertaking;
6. if any authorization which may be required of Licensee by any governmental or private authority for the placement, operation, or maintenance of Licensee's Attachments is denied or revoked.

B. In the event of a default and subject to any other applicable provision of this Agreement, the non-defaulting party, without any further notice to the defaulting party (except where expressly provided for below or required by applicable law), may do any one or more of the following:

1. perform on behalf and at the expense of the defaulting party, any obligation of the defaulting party under this Agreement which the defaulting party has failed to perform and of which the non-defaulting party shall have given the defaulting party notice, the cost of which performance shall be paid by the defaulting party to the non-defaulting party upon demand;
2. terminate this Agreement by giving sixty (60) days written notice of such termination to Licensee and remove Licensee's Attachments and store Licensee's facilities in a public warehouse or elsewhere at the expense of and for the account of Licensee without Licensor being deemed guilty of trespass or conversion, and without Licensor becoming liable for any loss or damages to Licensee occasioned thereby; or
3. exercise any other legal or equitable right or remedy that the non-defaulting party may have.

C. The defaulting party shall repay to the non-defaulting party upon demand any costs and expenses incurred by the non-defaulting party (including, without limitation, reasonable attorneys' fees) in successfully enforcing this Agreement.

D. Upon termination of this Agreement by the non-defaulting party, the defaulting party shall remain liable to the non-defaulting party for any and all fees, other payments and damages which may be due or sustained in accord with this Agreement prior to such termination, all reasonable costs, fees and expenses, including, without limitation, reasonable attorney' fees incurred by the non-defaulting party in pursuit of its remedies hereunder.

E. All rights and remedies of the non-defaulting party set forth in this Agreement shall be cumulative and none shall exclude any other right or remedy, now or hereafter allowed by or available under any statute, ordinance, rule of court, or the common law, either at law or in equity, or both.

21. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. Licensee shall compensate Licensor for the full actual loss, damage or destruction of Licensor's property that in any way arises from or is related to this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation, or maintenance of Licensee's Attachments).

B. Licensee agrees to defend, indemnify, protect and hold harmless Licensor and its officers, directors, employees, shareholders, successors, assigns, agents, affiliates, representatives, partners, and contractors from and against any and all claims, actions, administrative proceedings (including, without limitation, informal proceedings), judgments, damages, penalties, fines, cost, liabilities, interests, or loss, including, without limitation, reasonable attorneys' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature suffered by or asserted against Licensor in any way arising out of or connected with this Agreement or activities undertaken pursuant to this Agreement (including, without limitation, the installation, construction, operation or maintenance of Licensee's Attachments, unless caused solely by the negligence or willful misconduct of Licensor or Licensor's affiliates, agents, officers, employees and assigns). Licensee expressly assumes all liability for actions by its affiliates, agents, officers, employees, or Licensee Contractors and expressly waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation law or by other state or federal laws.

C. Without limiting any of the foregoing, Licensee assumes all risk of, and agrees to relieve Licensor of any and all liability for, loss or damage (and the consequences of loss or damage) to any facilities placed on Licensor's property and any other financial loss sustained by Licensee, except to the extent caused by the sole negligence or willful misconduct on the part of Licensor or Licensor's agents, officers, employees, and assigns.

D. Without limiting the foregoing, Licensee expressly agrees to indemnify, defend, and hold harmless Licensor and Licensor's agents, officers, employees and assigns from any and all claims asserted by end users/customers of Licensee in any way arising out of or in connection with this Agreement or Licensee's Attachments, except to the extent caused solely by the negligence or willful misconduct of Licensor or Licensor's agents, officers, employees, and assigns, or its contractors.

E. Notwithstanding anything to the contrary in this Agreement, Licensee further shall indemnify and hold harmless Licensor, its agents, officers, employees, and assigns from and against any claims, liabilities, losses, damages, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees) whether foreseen or unforeseen, which the Licensor suffers or incurs because of:

1. any discharge of Hazardous Materials resulting from acts or omissions of Licensee, Licensee Contractors or Licensee's predecessor in interest;
2. acts or omissions of Licensee, its agents, employees, Licensees, or representatives in connection with any cleanup required by law, or
3. failure of Licensee or Licensee Contractors to comply with Environmental, Safety and Health Laws.

F. Licensee shall indemnify, protect, and hold harmless Licensor from and against any and all claims for libel and slander, copyright and/or patent infringement arising directly or indirectly by reason of installation of Licensee's Attachments pursuant to this Agreement.

G. In the event of any claim, demand or litigation specified the indemnity provision, the party to be indemnified (the "Indemnified Party") shall give prompt notice to the other party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

H. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF SUCH PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

22. INSURANCE

A. Licensee shall obtain and maintain, in full force and effect at all times, during operations covered by this Agreement, such minimum insurance as will cover the obligations and liabilities of Licensee, its agents, and its employees which may arise from the operations under this Agreement. Insurance shall have limits of not less than Commercial General Liability policy of minimum limits of:

General Aggregate	\$ 2,000,000 per policy period
Products/Completed Operations Aggregate	\$ 2,000,000 per policy period
Personal Injury/Advertising	\$ 2,000,000 per occurrence
Each Occurrence	\$ 2,000,000 per occurrence
Fire Legal Liability	\$ 50,000 any one fire

B. The policy will be endorsed to show the above aggregate limits applying to "each" job site or, as an alternative, the General Aggregate will be increased to \$4,000,000 per policy period. Policy will also specifically state the coverage applies to all operations conducted by the Licensee, its employees, or agents on behalf of Licensee or subsidiary.

C. Where the performance of the work involves structural property, underground property, or blasting, Licensee's Commercial General Liability insurance policy shall provide coverage to the insured for legal liability arising from operations under this Agreement for property damage:

1. arising out of blasting,
2. arising out of collapse of, or structural injury to, any building or structure or
3. To underground facilities and utilities.

D. Other general liability forms are acceptable in lieu of the Commercial General Liability Form however they are not to be used without written approval from Licensor.

1. Business Automobile Liability policy with minimum limits of:

Bodily Injury	\$2,000,000 per accident
Property Damage	\$ 2,000,000 per accident
OR	
Combined Single Limit	\$ 2,000,000 per accident

The policy will be issued using symbol "1 - any auto" coverage.

2. Workers Compensation:

Part 1 - Medical Benefits Statutory

Part 2 - Employer's Liability as indicated:

Bodily Injury by Accident	\$ 1,000,000 each accident
Bodily Injury by Disease	\$ 1,000,000 each employee
Bodily Injury by Disease	\$ 1,000,000 policy limit

E. The policy will show the state in which operation on behalf of the Licensee and/or subsidiary is being conducted. For operations conducted within monopolistic (state fund) states, Licensee will furnish a certificate of compliance from the appropriate state fund administrator.

F. In each and every policy except workers' compensation, Licensor and its subsidiaries shall be named an "additional insured" with respect to activities performed on behalf of the Licensee and its subsidiaries.

G. Coverage provided by the policies listed in this paragraph will be issued by an insurance company, licensed in the state in which operations on behalf of the Licensee are to be conducted. It is acceptable to use both primary and excess/umbrella policies to obtain necessary limits. The worker's compensation policy must contain a waiver of subrogation clause.

H. Licensee will furnish to Licensor, a certificate evidencing insurance coverage under sub-paragraphs 22(A) and (D). Such certificate or Licensee shall provide for a thirty (30) day prior notice to the Licensor of any cancellation or material changes in coverage and shall be signed by a legal representative of the issuing insurance company. The certificate of insurance shall be sent to Licensor's contact identified in Exhibit E.

I. The provisions of sub-paragraphs 22 (A) and (D) shall also apply to all Licensee Contractors and Licensee shall be responsible for their compliance herewith.

23. NOTICES

Any and all notices to a party required or permitted under this Agreement shall be in writing and shall be: (a) delivered personally; (b) delivered by express overnight delivery service; (c) mailed, via certified mail or first class U.S. Postal Service, with postage prepaid, and a return receipt requested; or (d) delivered by electronic mail; provided that a paper copy is also sent via methods (a), (b), or (c) of this Section. Notices will be deemed given as of the earliest of: the date of actual receipt; the next business day when sent via express overnight delivery service; five (5) calendar days after mailing in the case of first class or certified U.S. Postal Service, or on the date set forth on the confirmation produced by the sent confirmation when sent prior to 5:00 p.m. in the recipient's time zone, but the next business day when delivered at 5:00 p.m. or later in the recipient's time zone. Notices will be addressed to the parties as set forth in Exhibit E as may be updated in writing by the parties from time to time in accordance with method set forth under this Section 23.

24. CONFIDENTIALITY

Neither party shall at any time disclose, provide, demonstrate or otherwise make available to any third party any of the terms or conditions of this Agreement or any materials provided by either party specifically marked as confidential, except upon written consent of the other party, or as may be required by applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this Section shall prevent disclosure to a party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the parties to obtain financing, to make or report matters related to this Agreement in any securities statements, or to respond to any requests by governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after attempting to obtain confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of a governmental authority or legal process, the party called upon to make such disclosure shall provide notice to the other party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure. Notwithstanding the foregoing, Licensor may, without notice to Licensee: (i) negotiate or enter into any agreement with any other person(s) or entity(ies) that is identical or similar to this Agreement; and (ii) provide the text of all or part of this Agreement to any other party, so long as Licensor shall redact therefrom all references to Licensee and shall not associate such text with Licensee or identify Licensee as having agreed to such text or terms.

25. DISPUTE RESOLUTION

A. Except in the case of:

1. a suit, action, or proceeding by one party to compel the other party to comply with its obligation to indemnify the other party pursuant to this Agreement, or
2. a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following procedure to resolve any dispute, controversy, or claim arising out of or relating to this Agreement or its breach.

B. At the written request of a party, each party shall designate a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute, controversy, or claim arising

under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The substance of the negotiations shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative nonbinding dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence between the representatives for the purposes of these negotiations shall be treated as confidential, undertaken for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any subsequent proceeding without the concurrence of all parties. Documents identified in or provided during such negotiations, which are not prepared for purposes of the negotiations, shall not be so exempt and may, if otherwise admissible, be admitted as evidence in any subsequent proceeding.

C. If a resolution of the dispute, controversy or claim is not reached within ninety (90) days of the initial written request referred to in this Section 25, the dispute, controversy, or claim may be filed with the State utility commission or the Federal Communication Commission, if applicable, for review and determination, provided the party invoking the commission's intervention process has in good faith negotiated, or attempted to negotiate, with the other party pursuant to this Section 25.

D. Except as otherwise provided in this Agreement under the Indemnification or Default provision or elsewhere, each party shall bear its own costs, including attorneys' fee, incurred in connection with any of the foregoing procedures. A party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs).

26. TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

27. WAIVER

Failure by either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

28. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the parties and may be enforced solely by the parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, except as provided herein.

29. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance of any part of this License Agreement or License issued hereunder from any cause beyond its reasonable control and without its fault, omission or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, labor strikes, lockouts or work stoppages or severe weather ("Force Majeure Event"). In the event of a Force Majeure Event, upon giving prompt notice to the other party, the due date for performance by the affected party of its original obligation(s) shall be extended by a term equal to the

time lost by reason of the Force Majeure Event. In the event that the affected party is able to partially perform its obligations, it shall perform its obligations at a performance level no less than that which it uses for its own operations.

30. ASSIGNMENT

Licensee shall not assign; transfer or sublet the privileges hereby granted, or sell, lease or otherwise permit the use of its facilities on or any part thereof (all of the foregoing being "Transfers"), without prior consent in writing of Licensor. No such consent granted by Licensor shall be effective until Licensee's assignee, sublessee or other transferee has agreed, on an enforceable separate document signed and delivered to Licensor, to assume all obligations and liabilities of Licensee under this Agreement. Licensor may condition such consent upon the assignee's sublessee's or transferee's agreement to reasonable additional or modified terms or conditions. If there is a change of control of Licensee, then Licensor shall have the right, in its reasonable discretion, immediately to terminate this Agreement in its entirety without further liability. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee.

31. APPLICABLE LAW

This Agreement, and the rights and obligations contained in it, shall be governed and construed under the laws of the state in which the Attachments hereunder are to be located. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines now in effect and that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and conditions(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline. Should any term of this Agreement be determined by a court or agency with competent jurisdiction to be unenforceable, all other terms of this Agreement shall remain in full force and effect.

32. WAIVER OF JURY TRIAL

Licensor and Licensee each expressly waive its right to a jury trial.

33. ENTIRE AGREEMENT, MODIFICATIONS, SURVIVAL AND CONFLICTS AND TARIFFS

A. This Agreement cancels and supersedes all previous agreements whether written or oral, except for any sums due thereunder, between Licensor and Licensee with respect to the Licensee's Attachments to Licensor's Poles; and there are no other provisions, terms or conditions to this Agreement except as expressed herein. All currently effective Licenses and authorizations for Attachments granted pursuant to such previous agreements shall continue in effect subject to the terms and conditions of this Agreement.

B. This Agreement may be amended or supplemented at any time only upon written agreement by the parties hereto. Notwithstanding the foregoing, all Exhibits, fees, Licensor procedures and specifications may be modified by Licensor upon thirty (30) day notice to Licensee.

C. Notwithstanding the termination of this Agreement for any reason, Section 18 Compliance with Laws, Assumption of Risk and Disclaimer of Warranties, Section 21 Indemnification and Limitation of

Liability, Section 22 Insurance, Section 24 Confidentiality and any other provision intended to survive, shall survive termination to the maximum extent permitted under applicable law. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations period.

D. It is the intent of the parties that the terms and conditions of this Agreement and any applicable Licensor's state tariffs be construed as being consistent where possible. However, in the event of a conflict or difference between the terms and conditions of this Agreement and Licensor's state tariff, the terms of the applicable state tariff shall control.

34. AUTHORITY AND COUNTERPARTS AND ELECTRONIC SIGNATURES

A. Each party represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the state in which the obligations under this License Agreement are to be performed. Each party warrants that it has full power and authority to execute and deliver this License Agreement and to perform its obligations hereunder.

B. This Agreement may be executed using facsimile or electronic signatures and such facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

LICENSOR

LICENSEE

Windstream Kentucky East, LLC

(INSERT CATV/CLEC ENTITY)

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A
DEFINITIONS

“Application for Pole License” - A written request submitted in the form of Exhibit B from Licensee to Licensor requesting authorization to attach Licensee owned facilities to Poles in accordance with this Agreement.

“Attachment(s)” – any facilities, cables or equipment attached to Poles or any other property owned or controlled by Licensor.

“Effective Date” - is the date this Agreement is last signed by the parties.

“Force Majeure Event” – shall have the meaning set forth in Section 29 of the Agreement.

“Hazardous Materials” -

Any substance, material or waste now or hereafter defined or characterized as hazardous, toxic or dangerous as defined by the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) of 1980, as amended, and other federal, state, and local health, safety, and environmental laws, ordinances, statutes, and rules, including but not limited to the Occupational Safety and Health Act (“OSHA”).

Any substance, material or waste now or hereafter classified as a contaminant or pollutant under any law, rules, ordinance, or authority.

Any other substance, material or waste, the manufacture, processing, distribution, use, treatment, storage, placement, disposal, removal or transportation of which is now or hereafter subject to regulation under any law, ordinance, statute, rule or regulation of any governmental body or authority.

“License” – is the specific nonexclusive and revocable permission from Licensor, in the form of a Licensor countersigned and returned Application for License, to Licensee authorizing Licensee to attach its facilities as applied for to Licensor Poles in accordance with this Agreement.

“Licensee Contractors” - shall have the meaning set forth in Section 10(D) of the Agreement.

“Make Ready Estimate” – is Licensor’s estimated cost to perform Make Ready Work on Licensor’s facilities on Poles to accommodate Licensee’s Attachment as requested in an Application for Pole License.

“Make Ready Work” - all Licensor, joint owner or other existing attacher work to prepare Licensor’s Poles and related facilities for the requested Attachment of Licensee’s facilities but not the actual placement of Attachments or administrative activities related to inquiries, verifications, requests or applications.

“Overlashing or overlashed” – lashing of an additional Licensee owned cable to Licensee’s own existing cable and/or strand attached to a Pole as set forth in Section 11 of this Agreement.

“Pole(s)”- a pole owned solely or jointly by Licensor or Poles owned by others to the extent that and for so long as Licensor has the right to permit others to be attached in the communications space.

“Pole Attachment Fee” - the fee paid annually per Attachment on a Pole. For billing purposes, a single Attachment includes the point of Attachment and all facilities located in the usable space on the Poles in the space assigned to Licensee (typically six inches above and six inches below the point of Attachment). If Licensee occupies more than one foot of usable space on Poles, separate Pole Attachment Fees shall apply to each one foot of space occupied.

“Right-of-Way” - right-of-way owned or controlled by Licensor.

“Unauthorized Attachment” -- shall have the meaning set forth in Section 17(A) and 17(E) of the Agreement.

EXHIBIT B

FORM APPLICATION FOR POLE LICENSE

NOTE TO LICENSEE IF LICENSEE CHOOSES NOT TO PROCEED WITH THE APPLICATION - LICENSEE WILL BE BILLED FOR LICENSOR/WINDSTREAM'S ENGINEERING AND ADMINISTRATIVE TIME.

**EXHIBIT B
Windstream CORPORATION
APPLICATION FOR POLE LICENSE**

**PROPOSAL #:

Submit in Dupli**

Name of Firm/Licensee Applying: _____ Contact Name, Phone # _____ **windstream**

Street Address, City, ST, ZIP of Firm Applying _____ EMAIL ADDRESS _____

Licensee Authorized Signature & Date: _____

By this application & signature, Licensee agrees to pay all engineering and administrative fees associated with this application even if Licensee chooses NOT to proceed with the project. **ESTIMATED Fees, including engineering & make-ready, MUST BE PAID IN FULL UP FRONT**

NON PAYMENT OF FEES WILL RESULT IN THIS APPLICATION AND ALL FUTURE APPLICATIONS BEING PLACED ON HOLD

NOTE: Final costs will be determined by actual time & material required to do the make-ready work. Any difference in charges will be billed according to the contract.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	
Licensee to complete	Licensee to complete	Licensee to complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Licensee to Complete	Windstream to Complete	Windstream To Complete
Windstream Lead & Structure No (Pole No.)	Power Pole No.	Location: Street, City, Towns Zip Code	Height, Class, Hgt of Pole	Hgt of Tel Cable	Hgt of highest Tel Drop	Hgt of lowest Cable	Hgt of other attachments on pole	# & type of Attachments	Height to attach	Licensee to attach	Licenseor Work Descr
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
ESTIMATED TOTAL COSTS											

EXHIBIT B CONTINUED

PLEASE ATTACH DRAWINGS TO THIS APPLICATION - IT WILL NOT BE PROCESSED WITHOUT THEM

Submit to: Windstream.jointuse@windstream.com

Acknowledged and Agreed to by Licensor: _____ Name Title _____ Date _____

Windstream Pole Attachment Data Sheet
EXHIBIT B - PART II

WINDSTREAM POLE NUMBER		POWER POLE NUMBER	
STREET LOCATION		NAME OF ATTACHER	
CITY/BORO/TOWNSHIP		DATE	FIELD PERSONNEL NAME
ATTACHMENT TYPE <input type="checkbox"/> Cable <input type="checkbox"/> Power Supply <input type="checkbox"/> Service Drop <input type="checkbox"/> Overhead Guy			
POLE SIZE	TRANSFORMER/DEVICE ON POLE <input type="checkbox"/> Yes <input type="checkbox"/> No	STREET LIGHT <input type="checkbox"/> Yes <input type="checkbox"/> No	STREET LIGHT BRACKET HEIGHT TOP OF CONDUIT RISER HEIGHT
GUYING REQUIRED FOR ANGLE, CORNER, OR TAP POLE CONSTRUCTION <input type="checkbox"/> Yes <input type="checkbox"/> No		CONDUIT RISER <input type="checkbox"/> Yes <input type="checkbox"/> No; If yes → <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
MAKE READY WORK	REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, PROVIDE ADDITIONAL DETAIL	
	POLE DRAWING		
POLE NO. →		BEFORE	AFTER
*TYPE OF POWER ATTACHMENT →		<input type="checkbox"/> Neutral	<input type="checkbox"/> Secondary
Company Name		Pole Side	
1. _____		* <input type="checkbox"/> Front <input type="checkbox"/> Back	Lowest Power Attachment Attach. Ht. _____
2. _____		<input type="checkbox"/> Front <input type="checkbox"/> Back	Proposed Attach. Ht. _____
3. _____		<input type="checkbox"/> Front <input type="checkbox"/> Back	Attach. Ht. _____
4. _____		<input type="checkbox"/> Front <input type="checkbox"/> Back	Attach. Ht. _____
		Ground Line	
SPAN		MID-SPAN HEIGHT Ft.	SPAN CROSSES OVER (Check all that apply) <input type="checkbox"/> Body of Water <input type="checkbox"/> Street <input type="checkbox"/> Driveway <input type="checkbox"/> Field <input type="checkbox"/> Interstate <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Building <input type="checkbox"/> Railroad <input type="checkbox"/> Yard <input type="checkbox"/> Parking Lot
NOTE			

EXHIBIT C

REMOVAL NOTICE AND LICENSE SURRENDER FORM

NOTIFICATION OF SURRENDER

Notification No. _____

Date: _____

City & State: _____

In accordance with the terms and conditions of the license agreement between us, dated _____, notice is hereby given that the License covering Attachments to the outside plant structures, as shown on the attached sketch, is surrendered.

Licensee: _____

Signature: _____

By (Print/Type): _____

Title: _____

Date: _____

Date Surrender Notice Received: _____

Licensor: _____

Signature: _____

By (Print/Type): _____

Title: _____

Date: _____

EXHIBIT D

SCHEDULE OF RATES, FEES AND CHARGES

Annual Attachment Rate (per Attachment)**	\$ <u>\$12.12 2-User, \$5.64 3-User</u>
Agreement Fee	\$ <u>400.00</u>
Application for Pole License Fee	\$ <u>75.00 per application</u>
Unauthorized Attachment fee	\$ <u>Per Section 17 of the Agreement</u>

**** If Attachments are in a non-tariffed state, the rental rate is subject to annual adjustment based on FCC Calculation.**

EXHIBIT E

NOTICES CONTACT INFORMATION

IF TO LICENSOR

Email: windstream.poles@windstream.com

Windstream Kentucky East, LLC

PO Box 25410

Little Rock, AR 72221

IF TO LICENSEE:

ENGINEERING CONTACT FOR LICENSEE

Company Name	
Name of Responsible Party	
Address	
Phone	
Fax	
Email	

INVOICING / BILLING CONTACT FOR LICENSEE

Name	
Address	
Phone	
Fax	
Email	

Request

3. Please provide documentation showing that CMN is "prepared to take on the additional obligations that the KIH agreement would have required" as described at lines 12-18 on page 7 of John Green Bank's Direct Testimony. If no such documentation exists, please describe how CMN knows that it is "prepared to take on the additional obligations that the KIH agreement would have required" as described in Mr. Greenbank's testimony.

Response

Objection: CMN objects to the request's misrepresentation of the Greenbank testimony. At the cited page and lines, Mr. Greenbank is asked whether CMN was "prepared to take on the additional obligations" when it proposed agreeing to the KIH amendment to Windstream in December 2017. Windstream's request is misphrased in the present tense. Without waiver of the objection, CMN answers the request as follows.

Answer: CMN was prepared to take on the additional obligations set forth in the KIH First Amendment, and remains prepared to take on additional obligations (or usual obligations in greater volume or frequency) that might be occasioned by a high volume and rate of pole-attachment applications and processing. That preparedness is evidenced by the performance of its affiliate, Metro Fibernet, LLC, of the obligations of the High Volume Pole Attachment Plan entered into with Kentucky Utility Company (*see* CMN 00132-46) which contemplates applications for up to 2500 poles during a 30-day period.

Request

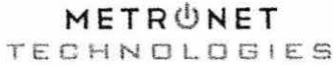
4. Please provide any and all contracts between Metronet Technologies, LLC and firms who currently are or will in the future attach CMN's equipment to poles for the LFUC project.

Response

Objection: CMN objects to the request to the extent that it asks for speculation as to firms (and MetroNet Technologies, LLC contracts therewith) who “will in the future attach CMN’s equipment to poles for the LFUC project.” Without waiver of the objection, CMN answers the request as follows.

Answer:

See attached Master Contractor Agreements (2), marked as CMN 00424-485 and CMN 00486-547.



MASTER CONTRACTOR AGREEMENT

This Master Contractor Agreement (the "Agreement"), executed this 1st day of March, 2018, ("Effective Date") by and between

Bowlin Services, LLC
12200 Chandler Drive
Walton, KY 41094
Telephone: 859-485-6922
Federal Tax I.D. # 20-0339654

(hereinafter, "Contractor"), and

Metronet Technologies, LLC
3701 Communications Way
Evansville, IN 47715
Attn: Vice President of Controls

(hereinafter, "Company")

WHEREAS, Company is engaged in the business of providing telecommunication services and intends to obtain services for the design, engineering, procurement, construction, and relocation of various telecommunications network projects within the United States (hereinafter referred to as "Project"); and

WHEREAS, Contractor, operating as an independent contractor, is engaged in the business of design, engineering, procurement, construction, and/or relocation of various telecommunications network projects and desires to provide such services to Company for a portion of the Project; and

WHEREAS, each scope of work shall be set forth in a Work Order ("Work Order") in a form substantially similar to the one attached hereto as Attachment A; and

WHEREAS, Company and Contractor desire to establish the general terms and conditions under which the Work will be performed by Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration contained herein, the Contractor and Company hereto agree as follows:

SECTION 1. CONTRACTOR SERVICES; TERM. Contractor, operating as an independent contractor, shall provide and furnish, as required by Company, all labor, supervision, equipment, materials and expertise and do all things necessary for the proper performance of the Work as described in a Work Order. Each Work Order shall contain detailed description of the services and materials to be provided by the Contractor ("Scope of Work" or "Work"), the work order price (the "Work Order Price"), project schedule (the "Project Schedule"), and any bonding requirements. Each Work Order and its' respective Scope of Work stands alone, and serves as the complete, integrated agreement for the services order under it, and replaces all other oral or written communications regarding those services, except as set forth in this Agreement. Contractor agrees to prosecute the Work in accordance with the terms and conditions this Agreement and other Contract Documents (as defined below).

Contractor will perform the Work in a high quality, professional, timely and workmanlike manner. Materials furnished but not installed by Contractor shall be delivered F.O.B. job site unless otherwise specified in writing by Company.

The initial term of this Agreement shall be for three (3) years commencing on the Effective Date. After the initial term, this Agreement shall automatically renew from year to year under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless (i) either party terminates this Agreement by giving the other party written notice of termination at least thirty (30) days

prior to the end of the initial term or renewal term or (ii) this Agreement is earlier terminated pursuant to the terms of this Agreement. Notwithstanding any other provision of this Agreement or any Work Order, the Company may terminate this Agreement and/or any Work Order at any time with or without cause on three (3) days written notice to Contractor. Notwithstanding any such termination, this Agreement shall remain in full force and effect, and shall continue to govern, with respect to any then-existing Work Order for so long as such Work Order is in effect.

SECTION 2. CONTRACT DOCUMENTS. The "Contract Documents" (and each a "Contract Document") shall mean and consist of:

- (a) This Agreement;
- (b) Any executed Work Order;
- (c) Exhibit A-(Supplementary Terms and Conditions);
- (d) Exhibit B (Project Specifications)
- (e) Any other Exhibit or attachment referenced herein or attached hereto; and
- (f) Company's duly executed Notice to Proceed.

In the event of a conflict between one or more provisions of the Contract Documents, including the method and manner of performance, the most stringent provisions, as reasonably determined by Company, will govern. In resolving any other conflict, the Contract Documents will be given precedence in the order outlined in this Section (2).

Contractor is responsible for the performance of its subcontractors, employees and agents with respect to the performance of the Contractor's obligations and responsibilities under this Agreement and other Contract Documents.

SECTION 3. PAYMENT.

- (a) As full compensation for the Work and all other obligations to be performed by Contractor under the Contract Documents, Company agrees to pay Contractor the established Work Order Price as further defined in each Work Order, subject to additions and deductions for Changes as set forth below in Section 5. Payment shall be made at the following times and in the following manner:
 - 1) Contractor shall submit to Company an application for payment in a form acceptable to Company ("Application for Payment") detailing that portion of the Work for which payment is being requested. The Application for Payment shall constitute a representation by Contractor that the Work for which payment is requested has been fully and faithfully completed in accordance with the Contract Documents, and that Contractor is entitled to payment of the amount requested. Company shall then evaluate the Application for Payment and either approve the Application for Payment or indicate, in writing to Contractor the reasons for Company's rejection of the Application for Payment. Payment to Contractor under any approved Application for Payment shall not become due Contractor until thirty (30) days after receipt and Company approval of the Application for Payment. Unless otherwise stipulated in a Work Order, Company approval and payment shall not exceed 90% of the amount specified in the Application for Payment. No partial payment to Contractor shall operate as approval or acceptance of Work furnished hereunder. If Contractor fails to issue the Application for payment within 90 days after acceptance of the Work, Company may refuse payment for such Work.
 - 2) Within 15 days of execution of a Work Order, Contractor shall submit to Company a schedule satisfactory to Company, setting forth the value of the various parts of the Work to be performed pursuant to a Work Order ("Schedule of Values"). Company shall not be required to make any payments under the Contract Documents until the Contractor has submitted a reasonably satisfactory Schedule of Values to Company.
 - 3) No payments shall be made unless Contractor has completed the bonding requirements specified in Section fourteen (14) to Company's satisfaction.
- (b) Contractor is responsible for prompt payment to its subcontractors and material suppliers who provided the labor and/or materials for that portion of the Work, in whatever amount the relevant subcontractor or material supplier is entitled under the terms of Contractor's contract with said subcontractor or material supplier. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to its sub-subcontractors and material suppliers in a similar manner.
- (c) Within three (3) business days after Contractor's receipt of payment from Company, Contractor shall deliver to Company full and final releases and waivers of lien, in a form acceptable to Company, for Contractor and its subcontractors, material suppliers and labor suppliers for and with respect to, and to the extent of, the payment so made. Releases and waivers shall include releases and waivers of liens on any property owned by Company, its parent company, affiliated companies, customers and any other person or entity (e.g. utility) upon whose infrastructure or facilities may be utilized for installation work (such infrastructure and facilities, herein after "Infrastructure" and the owners of such Infrastructure, hereinafter collectively "Infrastructure Owners"). Contractor agrees that Company shall have the right to refuse any Application for Payment unless such releases and waivers of lien have been delivered to Company with respect to all prior payments made by Company.
- (d) By submitting an Application for Payment, Contractor warrants that: (1) title to the Work, materials, documents, and equipment covered by the Application for Payment will pass to Company either by incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first; (2) the Work, Infrastructure, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests, or encumbrances or interests of third parties in any way connected to or with the Work; and (3) no Work, materials or equipment covered by an Application for Payment and acquired by Contractor or any other person performing Work at the site are subject to agreements under which an interest therein or lien thereon is retained by the seller or otherwise imposed by Contractor or such other person.
- (e) The remaining ten percent (10%) (or greater percentage if set forth in a Work Order) of the Application for Payment will be retained until all the requirements incident to final payment set forth herein have been satisfied.
- (f) The final payment and amounts retained (remaining percent of the Application for Payment) shall be paid by Company to Contractor within thirty (30) days after the last of the following events to occur: 1) Company's receipt of Contractor's final Application for Payment; 2) Work has been completed, accepted by Company and the Agreement and other Contract Documents have been fully performed; 3) receipt of any and all final lien releases and waivers requested by Company; 4) consent of surety, if any, to final payment; 5) an affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Project for which Company's or any other Infrastructure Owners' property might be liable have been paid or otherwise satisfied; and 6) if required by Company, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens to the extent and in such form as may be designated by Company.

- (g) In addition to the requirements set forth in this section, and without limitation upon the right of Company to require other documents, it is specifically understood that Application for Payment will not be approved until Contractor has furnished Company with all of the following documents:
- 1) "Red-lined Construction" drawings, maintenance instructions or other documentation required by the Contract Documents or reasonably required by Company;
 - 2) any warranties or guarantees required by the Contract Documents, which warranties and guarantees shall inure to the benefit of Company and its affiliated companies;
 - 3) an affidavit, in a form approved by Company, stating that the Work has been fully completed in compliance with the Contract Documents, that all subcontractors, laborers and material suppliers who supplied the labor and materials for the Work have been paid in full, and that any liens that have been filed have been discharged of record or waived along with documents evidencing discharge or waiver attached;
 - 4) certificate of inspection and approval with respect to the Work that may be required by governmental authorities as a condition for issuance of a certificate of occupancy or certificate of completion for the Project; and
 - 5) notarized releases and waivers of lien from Contractors, subcontractors, material suppliers and all labor suppliers for all labor and material provided in connection with the performance of the Work.
- (h) The making of final payment shall not constitute a waiver of claims by Company, including those arising from (a) unreleased liens; (b) faulty or defective Work; (c) failure of the Work to comply with the requirements of the Contract Documents; or (d) terms of warranties required by the Contract Documents.
- (i) Acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Company as unsettled at the time of approval of the final Application for Payment.
- (j) Notwithstanding any other provision in any Contract Document, in the event of any breach by Contractor of any provision or obligation of any Contract Document, or in the event of the assertion by other parties of any claim or lien against Company, the Infrastructure, Infrastructure Owners or the Project arising out of Contractor's performance of any Contract Document or the performance of any of its subcontractors, Company shall have the right to retain out of any payments due or to become due to Contractor, an amount sufficient to protect Company and its affiliates, and their officers, directors, agents, representatives and employees (collectively the "Company Parties"), in Company's sole discretion, from any and all loss, damage, or expense therefrom, until the Contractor has remedied or resolved the situation to Company's satisfaction.

SECTION 4 TITLE. Title to all Work, materials, documents, and equipment performed and/or provided by Contractor hereunder will pass to and vest in Company or an affiliated company upon the earlier to occur of: (i) incorporation of same into the construction, or (ii) receipt of the relevant payment for same by Contractor. Title to all materials supplied by Company or an affiliated company in accordance with the Contract Documents shall remain in the name of Company or such affiliated company.

SECTION 5. CHANGES. Company may at any time by written order of Company's authorized representative, without notice to Contractor's sureties, and without nullifying this Agreement or any of the Contract Documents, make changes in, additions to and deletions from the Work to be performed under the Contract Documents and Contractor shall promptly proceed with the performance of the Contract Documents as so changed. Any such change will be reflected in a written change order provided to the Contractor by Company (individually, a "Change Order" and collectively, the "Change Orders"). Proposed adjustments to a Work Order, if any, resulting from such changes shall be set forth in Company's written Change Order. No such adjustments shall be made for any changes performed by Contractor that have not been pre-approved in writing by Company. If Contractor disputes Company's proposed adjustments, Company and Contractor shall negotiate in good faith regarding the appropriate equitable adjustment of this Agreement and other Contract Documents; provided that, such dispute and negotiation shall not relieve Contractor of its duty to promptly proceed with the performance of this Agreement and other Contract Documents, as changed.

SECTION 6. PROJECT SCHEDULE. Time is of the essence. Contractor shall perform the Work when and as directed by Company and in accordance with the conditions set forth in the Project Schedule, as may be amended from time to time by Company pursuant to the terms set forth in the Contract Documents and any Change Orders.

SECTION 7. NOTICE TO PROCEED. Company shall issue a written Notice to Proceed within a reasonable time after this Agreement and related Work Order has been executed and all insurance, and if required bonding, provisions have been fulfilled by the Contractor. The Work shall commence on the date specified in the Notice to Proceed. In no case shall any Work begin prior to the Notice to Proceed being issued by Company to the Contractor.

SECTION 8. PROSECUTION OF WORK.

- (a) Contractor shall furnish, at Contractor's expense, all labor, supervision, tools, equipment, materials, consumables, facilities, transportation, storage and supplies necessary or appropriate for the performance of the Work in a proper, efficient, and workmanlike manner, using only qualified workers, in strict conformity with the Contract Documents. Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Company may direct, and so as to promote the general progress of the Work, and shall not, by delay or otherwise, interfere with or hinder Company's Project or the work of any other contractor of Company or any of its employees. Any materials that are to be furnished by Contractor hereunder shall be furnished in sufficient time to enable Contractor to perform and complete the Work within the time or times provided for in the Contract Documents. The time of performance of the Work by Contractor is of the essence. Contractor also agrees to pay to Company any increased costs or other damages Company may sustain by reason of delay by Contractor, whether or not liquidated or actual damages. The payment of such damages shall not release Contractor from its obligation to otherwise fully perform the Work under this Agreement and the other Contract Documents. Upon written request by Company, Contractor shall furnish to Company such evidence as Company may require relating to Contractor's ability to perform this Agreement and the other Contract Documents in the manner and within the time specified herein.
- (b) Contractor shall keep on the Project site during the progress of the Work a competent representative, acceptable to Company, who shall be the authorized agent of the Contractor. Directions and communications to such representative from Company in connection with the Work shall be treated as directions and communications to Contractor.

- (c) Contractor agrees that Company may, upon three (3) days written notice to Contractor, terminate this Agreement and/or other Contract Documents in whole or in part for Company's convenience. Contractor's remedy for termination for convenience is limited by the following (all of which shall be subject to satisfaction of all the conditions for payment of amounts due to Contractor, e.g. provision of releases and lien waivers):
- 1) Contractor shall be entitled to be paid for all Work performed to Company's satisfaction prior to termination;
 - 2) Partial payment shall be made for lump sum items of Work based on the percentage of such items completed at the time of termination;
 - 3) Contractor shall be reimbursed for reasonable close-out costs incurred; and
- (d) Contractor shall not be entitled to any compensation for loss of anticipated profits or unallocated overhead.
- (e) Contractor recognizes the relationship of trust and confidence established between it and Company by the Contract Documents and agrees to furnish its best skill and judgment in the performance of its obligations and responsibilities. Contractor agrees to furnish efficient business administration and supervision, and to use commercially reasonable efforts to minimize expense to Company, while promoting the progress of the Work in the most expeditious and economical manner consistent with the interests of Company.
- (f) If at any time during the term of this Agreement, Contractor fails (or reasonably anticipates it will fail) to meet the Project Schedule established by the Contract Documents or any date set forth therein, Contractor shall take all necessary steps, including but not limited to working overtime or adding additional resources, to prosecute the Work in accordance with the terms hereof and the Project Schedule, at no additional cost to Company.

SECTION 9. WARRANTY; GUARANTEE. Contractor warrants and guarantees to Company that the Work provided under the Contract Documents will be free from defects in workmanship and material and will conform to the specifications set forth in the Contract Documents, for no less than a period of one (1) year from the date Company pays Contractor the final payment for the Work. Any defective Work or Work failing to conform to the Contract Documents which is rejected by Company within one (1) year of Company's final payment for the Work hereunder (whether such defects are observed before or after Company's acceptance of the Work) shall be promptly corrected by Contractor, the warranty period for the corrected Work shall equal the remaining warranty period described above or ninety (90) days, whichever is longer. Furthermore, all warranties of vendors, manufacturers or suppliers shall be assigned by the Contractor, its subcontractors or suppliers to Company or an affiliated company.

SECTION 10. DELAYS. In the event Contractor's performance of the Contract Documents is delayed or interfered with by acts of Company and/or other contractors or suppliers, or by other events for which Contractor may request an extension of the time for the performance of the Work as hereinafter provided, Contractor may request an extension of time from Company to complete Contractor's Work, but Contractor shall not be entitled to any increase in the Work Order Price or to damages or any other additional compensation as a consequence of such delays or interference.

No allowance for an extension of time for any cause whatsoever shall be claimed by, or granted to, Contractor unless Contractor shall have made written request upon Company for such extension within forty-eight (48) hours after the event giving rise to such request. No allowance of an extension of time shall, in any event, be made to Contractor for delay by Contractor in preparing drawings or in securing approval of Company thereto when such drawings are not properly prepared or when Contractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

SECTION 11. LABOR. Contractor, in connection with all Work covered by the Contract Documents, may be required to comply with and be bound by any labor agreements executed by Company or on Company's behalf. Failure at any time to comply with any of the provisions of such agreements will, at the option of Company, be cause for immediate termination of this Agreement and other Contract Documents for default. If, by reason of strikes, picketing or disputes of any nature between Contractor and any individual, group or organization, Contractor should be persistently, repeatedly, or for a period of five (5) consecutive days, unable to supply enough properly skilled workers or proper materials to execute the Work defined in the Contract Documents, Company may terminate Contractor for default.

SECTION 12. APPROVALS AND COMMUNICATION. Plans, specifications, drawings of Contractor, if any, shall be submitted through Company and all other communications with respect to the Work shall be transmitted through Company only.

SECTION 13. FORCE MAJEURE. It is specifically agreed that, unless otherwise specifically set forth in the Contract Documents and unless preventable by the timely and proper performance of their respective obligations under this Agreement, neither Contractor nor Company shall be held responsible or liable for nonperformance, late performance or any loss, damage, detention or delay due to causes beyond the reasonable control of such party, including but not limited to acts of God; acts of the public enemy; acts of a government, delay in or inability to obtain governmental or municipal approvals, authorizations, licenses, consents, permits, rights-of-way or franchises on commercially reasonable terms; acts of another contractor in the performance of a contract such contractor has with Company; fires; floods; freight embargoes, unusually severe weather which could not have been reasonably anticipated; or delays of Contractors or suppliers arising from causes beyond the control and without the fault or negligence of the delaying party that could not have been reasonably anticipated by the delaying party (collectively, "Force Majeure Events").

If either party is claiming the benefit of excusable delay due to a Force Majeure Event, then it shall state in writing to the other party within two (2) business days (or such other longer period as may be reasonable as a result of the Force Majeure Event) of the circumstances creating the delay, and provide (i) reasonable evidence of the Force Majeure Event and (ii) a statement of the impact such Force Majeure Event has had or is expected to have upon it and its ability to fulfill its obligations under the Contract Documents. Notwithstanding the foregoing, the party claiming the benefit of an excusable delay due to a Force Majeure Event must use commercially reasonable efforts to recover from said Force Majeure Event and resume performance hereunder as soon as practicable. The time for performance of each affected portion of the Project shall be adjusted by a mutually agreed upon Change Order on account of the impact of such Force Majeure Event. In the event of an accepted Force Majeure Event, which delays the completion of the Project, Contractor will only be entitled to an extension of time, but not an increase in the Work Order Price.

SECTION 14. BONDING. If requested by Company or set forth in a Work Order, Contractor shall furnish, prior to commencement of the Work, and at all times thereafter maintain a Performance and Payment Bond in an amount equal to the Work Order Price. Such bond shall be in a form furnished by Company, and with a surety acceptable to Company. By submitting a bid or signing a Work Order, Contractor certifies that it has the resources and has made arrangements to purchase a Performance and Payment Bond prior to performance of the Work, and that obtaining a Performance and

Payment Bond will not interfere with its timely commencement of the Work. Unless otherwise agreed to in writing, the cost of obtaining and maintaining said Performance and Payment Bond shall be included in the Work Order Price.

SECTION 15. INSURANCE. Prior to commencement of the Work, Contractor shall procure, at its own expense, and at all times thereafter maintain, with insurers acceptable to Company the following minimum insurance protecting Contractor, Company, Company affiliates and other parties named by Company against liability for damages because of injuries, including death, suffered by persons, including employees of Contractor, and liability for damage to property arising out of or resulting from Contractor's operations, including its subcontractor's operations, in connection with its performance of the Work and its obligations under the Contract Documents.

- (a) Coverage: Commercial General Liability including: Contractual Liability, Broad Form Property Damage and Independent Contractors. Limits: no less than \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 Combined Single Limit Each Occurrence. This policy shall be endorsed to have the General Aggregate apply on a "Per Project Basis."
- (b) Coverage: Comprehensive Automobile Liability (including Owned, Hired and Non-owned Vehicles). Limits: no less than \$1,000,000 Combined Single Limit Each Occurrence
- (c) Coverage: Workers Compensation, in State(s) of operation and where applicable, U.S. Longshoremen's and Harbor Workers Compensation Act and Jones Act coverages. Limits: no less than Statutory requirements. Coverage: Employers' Liability. Limits: no less than \$500,000 Each Accident/Occurrence/Disease
- (d) Coverage: Umbrella or Excess Liability Insurance applying in excess of the primary coverages described in Sections 15(a) through 15(c) above. Limits: no less than \$5,000,000 per occurrence.
- (e) Coverage (if Company or an affiliate leases or supplies equipment to Contractor): Inland Marine and Property coverages with limits of liability acceptable to Company and naming Company and its affiliate, as applicable, as a loss payee on such equipment.

Company and all other parties required to be insured by the Contract Documents shall be listed as additional insured (and loss payee as applicable) on Contractor's policies. Policies shall be primary and non-contributory. Deductibles and co-insurance amounts shall be acceptable to Company. Contractor, and its subcontractors, hereby waive any and all rights to recover against Company, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of Company or its affiliates for any loss or damage to Contractor, or its subcontractors, arising from any cause covered by an insurance policies require to be carried pursuant to this section or any other insurance policies actually carried by Contractor and/or its subcontractors. Contractor, from time to time, will cause its insurers to issue waiver of subrogation rights endorsements to all insurance policies carried in connection with this Agreement and other Contract Documents.

Contractor shall provide Company with certificates evidencing such insurance prior to beginning the Work. Such certificates shall provide for thirty (30) days advance written notice to Company of cancellation, material change, reduction of coverage or non-renewal. Contractor shall require its subcontractors to obtain insurance policies in the amounts shown above, naming Contractor, Company, Company affiliates and the parties named by Company, as additional insured, and shall provide evidence of such coverage to Company if requested.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by applicable law, Contractor specifically obligates itself to Company, the Company Parties and any other party required to be indemnified under the Agreement or other Contract Documents, jointly and severally, in the following respects:

- (a) to defend and indemnify them against and hold them harmless from any and all claims, suits, liabilities, expenses or damages for any alleged or actual infringement or violation of any copyright, patent or patented right, arising in connection with the Contract Documents and anything done by Contractor hereunder;
- (b) to defend and indemnify them against and hold them harmless from any and all claims, suits or liabilities for damage to property including loss of use thereof, injuries to persons, including death, and from any other ~~claims~~ suits, liabilities, expenses, including costs of investigation and defense and reasonable attorneys' fees, whether or not involving a ~~third-party~~ claim (hereafter "Claims") on account of acts or omissions of Contractor, or any of its subcontractors, suppliers, officers, agents, employees or servants, provided, however, Contractor's duty hereunder shall not arise to the extent such Claims are directly caused by the negligence of a party indemnified hereunder; Contractor's obligation hereunder shall not be limited by the provisions of any Workers' Compensation act or similar statute;
- (c) to pay for all materials furnished and Work and labor performed under the Contract Documents, and to satisfy Company thereupon whenever demand is made, and to defend and indemnify them and other indemnified parties against and save them and the Project harmless from any and all claims, suits, or liens therefor;
- (d) to defend and indemnify them and hold them harmless from, any and all losses, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of the Contract Documents.

Notwithstanding the foregoing, Company and the Company Parties at their sole discretion reserve the right to defend itself. Such election to defend by Company or any Company Party shall not in any way limit Contractor's responsibility to indemnify and hold harmless as provided herein.

SECTION 17. LIENS AND CLAIMS. Notwithstanding any other provision of this Agreement or Contract Document, no lien of any manner or type whatsoever may attach to any property, building, structure or other improvement of Company or any Infrastructure Owner. Contractor shall immediately cause any such improper lien to be released and discharged. Without limiting the generality of other provisions in this Agreement and other Contract Documents, Contractor shall, as and when requested by Company, furnish evidence satisfactory to Company that all amounts due for Work performed by Contractor in connection with performance of this Agreement and other Contract Documents have been paid, including union, health, welfare, and pension fund payments and payroll taxes. Such evidence shall be furnished in such form and manner as requested by Company, and all statements relative thereto shall, if required by Company, be made by sworn affidavit. Contractor shall furnish to Company releases of lien rights by persons who have furnished labor, material or other things in the performance of this Agreement and other Contract Documents, it being agreed that no Application for Payment shall be requested until such releases (subject only to conditions acceptable to Company) are furnished. Contractor shall deliver its Work free from all liens.

Without limiting the generality of other provisions in this Agreement and other Contract Documents, in the event a claim of lien or other encumbrance is filed against Company or Infrastructure Owner property by any of Contractor's employees, subcontractors or material suppliers, then in such event, Contractor agrees that within three (3) days after Company has notified Contractor of the filing of such claim of lien or other encumbrance, Contractor shall do whatever is necessary to cause the satisfaction or removal of said claim of lien or encumbrance, whether by transferring such claim

or encumbrance to bond or otherwise. In the event such claim or encumbrance is not satisfied or removed within said three (3) day period, Contractor agrees that Company is authorized to pay such claim or encumbrance and to charge to Contractor the amount paid, plus reasonable attorney's fees and costs, from sums remaining due to Contractor. In the event the amount of the lien or encumbrance exceeds the amount due to Contractor, Contractor agrees to reimburse Company such amount, plus reasonable attorney's fees and costs, within ten (10) days after demand is made therefor.

SECTION 18. SITE CONDITIONS. Contractor has inspected the Work site and is familiar with the conditions of the Work site and agrees that no claim shall be made whatsoever for costs, damages or expenses as a result of the conditions of the Work site.

SECTION 19. HAZARDOUS MATERIALS. Contractor shall be responsible for the cleanup or any other cost, damage or liability arising from any toxic or hazardous materials generated or used by Contractor, its employees or subcontractors in the course of its performance of any Work under this Agreement and other Contract Documents. Contractor agrees in any event to cooperate fully with Company and to perform reasonable and customary investigations as to the existence of hazardous materials prior to the performance of any Work hereunder. Nothing in this Section shall be interpreted to require Company to perform any investigation as to the existence of hazardous materials.

SECTION 20. POSSESSION PRIOR TO COMPLETION. Whenever it may be useful or necessary for Company to do so, Company shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by Contractor before any final inspection and acceptance thereof by Company permitted by Contract Documents, but such use and/or occupation shall not relieve Contractor of its warranty or guarantee of said Work nor its obligation to make good at its own expense any defect in the Work nor shall any use and/or occupation by Company constitute a waiver of any of Company's rights under this Agreement or any other Contract Document.

SECTION 21. OTHER CONTRACTS. It is understood and agreed that the Work provided for in this Agreement or any Work Order constitutes only a part of the Project being performed by Company and other contractors and suppliers. Contractor, therefore, agrees to perform the Work in such a manner that it will not injure, damage, or delay any other work performed by Company or any other contractor or supplier, and further agrees to pay or reimburse Company for any additional costs, damage or delay that may be caused to such other work of Company, contractor or suppliers by Contractor or by its subcontractors, agents or employees.

SECTION 22. APPROVALS. Contractor shall prepare and submit to Company all required sketches, specifications, models, calculations, shop drawings, submittal data, catalogs, and samples of materials to be incorporated into the Work, or any other documents that are necessary for satisfactory performance of the Work. Such items will be submitted as and when required by Company. Approval of such items by Company will not relieve Contractor of its obligations to perform the Work in strict accordance with the Contract Documents. All drawings, sketches, specifications, models, calculations, submittal data, catalogs and samples of materials of Contractor shall be submitted to Company for its written approval.

All documents and samples submitted by Contractor and approved by Company, including, but not limited to sketches, drawings, specifications, models, calculations, submittal data, catalogs and samples of materials to be incorporated into the Work, are instruments of the Work and are the property of Company or a Company affiliate.

SECTION 23. INDEPENDENT CONTRACTOR. Contractor and Company, expressly intending that no employment, agency, partnership or joint venture relationship is created by this Agreement or other Contract Documents, hereby agree as follows:

- (a) Contractor shall act at all times as an independent contractor hereunder;
- (b) Neither Contractor nor anyone employed by or acting on behalf of Contractor shall ever be or be construed as an employee or agent of Company nor shall Contractor or any such person represent themselves to be an employee or agent of Company and Company shall not be liable for, and Contractor shall indemnify, defend and hold Company harmless against, employment or withholding taxes respecting Contractor or any employee of Contractor; and
- (c) Contractor shall take all steps to ensure that Contractor and Contractor's employees are treated as independent contractors of Company; and
- (d) To the fullest extent permitted by law, Contractor, for Contractor and for anyone claiming through Contractor, waives any and all rights to any consideration, compensation or benefits, except as expressly provided for herein; and
- (e) Company shall have the right to conduct inspections and reviews of, and determine the satisfactory performance of, the Work; and
- (f) Contractor shall provide the tools, materials and equipment needed to perform the Work; and
- (g) Contractor shall not make any commitment or incur any charge or expense in the name of Company without prior written approval of Company; and
- (h) Contractor shall be free to contract with and provide services to parties other than Company during the term hereof.

SECTION 24. COMPLIANCE WITH LAW. Contractor agrees to obtain and pay for all occupational licenses and any permits required of Contractors to do work in the jurisdictional area of the Work site, licenses and official inspections necessary for the Work, and to comply with all applicable laws, ordinances, rules, regulations and orders whether federal, state, local or otherwise, bearing on the Work and performance thereof. Company shall supply agreements and authorizations to develop the property at no cost to Contractor. Contractor acknowledges that it is knowledgeable and aware of all existing and potential restrictions and/or conditions, including but not limited to noise abatement and traffic control, which may limit or restrict construction methods and/or hours of Work.

Contractor acknowledges that Contractor may perform Work in connection with the Company's contracts with governmental entities. Accordingly, Contractor represents and agrees that Contractor and its subcontractors will not and do not knowingly employ or contract with unauthorized aliens and that Contractor has enrolled, or will enroll and participate in the E-Verify Program. Furthermore, Contractor represents that neither Contractor nor any of its employees or subcontractors have been suspended or debarred from performing State and Federal work and that Contractor will inform Company immediately if Contractor or any of its employees or subcontractors are suspended or debarred. Suspension or debarment may lead to immediate removal of Contractor or its subcontractor(s) from Work and termination of this Agreement, any Contract Document and/or any other agreement between Contractor and the Company or an affiliate of the Company.

SECTION 25. SAFETY. Contractor shall take all reasonable safety precautions pertaining to the Work and the conduct thereof. Without limiting the generality of the foregoing, Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, whether federal, state, local or otherwise, including, but not limited to, the National Electrical Safety Code and occupational safety and health legislation and, in addition, the safety measures called for by Company and the Infrastructure Owners. Company shall have access to the Contractors existing safety program. In the event of unsafe acts performed at the Project site by the Contractor, Company shall have the right to halt the Work until an investigation can be completed and if necessary corrective action taken by the Contractor.

SECTION 26. PROTECTION OF WORK. Contractor specifically agrees that it is responsible for the protection of the Work until final completion and acceptance thereof by Company and Contractor will make good or replace, at no expense to Company, any damage to the Work which occurs prior to such final completion and acceptance.

SECTION 27. DEFAULT

- (a) In the event Contractor fails to observe or perform, or becomes unable to observe or perform, in any material respect any covenant, warranty or guarantee required to be observed or performed under the Contract Documents or any agreement with an affiliate of Company, including, but not limited to, performing the Work in accordance with the Project Schedule, or payment for all materials furnished and Work and labor performed under the Contract Documents, then Company, by contract or otherwise, may without prejudice to any other right or remedy, immediately terminate this Agreement, other Contract Documents, and/or affiliate agreement for default and/or take over and complete the performance of the Contract Documents directly, by contract or otherwise. If Company takes over the Work or terminates this Agreement, other Contract Documents, and/or affiliate agreement pursuant to this section, it is specifically agreed that Company may, in addition to any other rights it may have, take possession of the premises, equipment, and all materials at the Work site or Contractor's facilities for the purpose of completing the Work covered by the Contract Documents, and Contractor shall be liable for any additional costs incurred by Company to complete the Work.
- (b) Contractor acknowledges that if Contractor becomes insolvent, or institutes or has instituted against it bankruptcy proceedings, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such event or events could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, Contractor agrees that upon occurrence of any such event, Company shall be entitled to request of Contractor or its receiver or court-appointed successor adequate assurances of future performance. Contractor further agrees that pending receipt of adequate assurances of performance and actual performance in accordance therewith, Company shall be entitled to take over the Work pursuant to the provisions of Section 27 (a) above without further notice to Contractor.

SECTION 28. DISPUTE RESOLUTION PROCESS.

- (a) Contractor agrees to continue performance of the Work and shall proceed in accordance with the directives of Company in the event of a dispute or controversy, provided that Company shall continue to make payments as provided herein for that part of the Work which is not in dispute. Contractor's failure to so proceed shall constitute a material breach of this Agreement, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by Company.
- (b) The parties plan to use due diligence and use their reasonable best efforts and work together to implement the Agreement and other Contract Documents and amicably resolve their differences. However, the parties understand that issues and conflicts may arise where they reach an impasse. The parties acknowledge their desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of the Agreement or any other Contract Document, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis, according to the following process, which either party may start by delivering to the other party a written notice describing the Dispute and the amount involved ("Demand").

After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved thirty (30) days after receipt of the Demand, either party may start binding arbitration in Evansville, Indiana. The parties will use their reasonable best efforts to conclude the arbitration as expeditiously as possible and, if possible, within sixty (60) days following commencement of any arbitration proceeding. The arbitration will be before a three-arbitrator panel. Each party will each select one partial arbitrator, in its sole discretion, to represent its interest at its sole expense. The partial arbitrator may be an employee, director, officer or principal of the party. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either party may apply to a court of law to have a judge select an impartial arbitrator. The primary objective of the impartial arbitrator is to endeavor to get all three arbitrators to agree on a final disposition of the Dispute. If this cannot be attained, then the three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication. The parties agree that no court shall have the power to interfere with the proceedings and judgments of the arbitrators other than to enforce the final determination of the arbitrators. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party shall each bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator. No interest shall be applied to any arbitration award. It is the intent of the parties to first allow the arbitrators an opportunity to meet and negotiate a unanimous decision. However, if a unanimous agreement cannot be reached through negotiation, then the decision(s) of a majority of the arbitrators shall be final and binding on the parties.

Notwithstanding the foregoing, either party hereto may resort to a court by applying for interim relief, without the requirement to post a bond or security, if such party reasonably determines that such relief is necessary because claims for money are not adequate to prevent irreparable injury to it or to a third party. The venue for any such proceeding shall be in Evansville, Indiana.

The powers of the arbitrators are to interpret and apply the terms of the Agreement and other Contract Documents as negotiated by the parties. The arbitrators shall have no power to add to, subtract from or modify the terms of the Agreement or other Contract Documents as negotiated by the parties.

SECTION 29. THIRD PARTY BENEFICIARIES. The provisions of the Contract Documents and the rights and obligations created thereunder are intended for the sole benefit of Contractor and Company, and except as expressly stated in the Contract Documents, do not create any right, claim or benefit on the part of any person not a party to the Contract Documents.

SECTION 30. TAXES. Contractor shall pay all taxes, licenses and fees of every nature which may be imposed or charged by any governmental authority upon the labor, materials or other things used in the performance of the Work or in connection with this Agreement and other Contract Documents between Company and Contractor. Company reserves the right to request all data establishing payment satisfaction of said obligations.

SECTION 31. FURNISHED MATERIAL. In the event that Company, or their suppliers or other contractors, elect to furnish material to Contractor for use in connection with this Agreement or other Contract Document, unless otherwise provided in the Scope of Work, then the cost of handling, storing and installing such materials shall be considered as included in the Work Order Price. Contractor shall be and become responsible for all such materials upon delivery to Contractor, whether delivered F.O.B. point of origin or F.O.B. job site (except that any transportation charges paid by Contractor, in the event of delivery F.O.B. point of origin, shall be reimbursed to Contractor) and shall pay all demurrage and storage charges which accrue after delivery. Furnished material lost or damaged after delivery, from any cause whatsoever, shall be replaced by or at the expense of Contractor. Contractor shall, within twenty-four (24) hours after delivery of furnished material, inspect the same and immediately report, in writing to Company, any shortages, damages or defects therein which are reasonably observable by proper inspection. Failure to inspect or report as specified shall be treated as unqualified acceptance by Contractor of the materials involved.

SECTION 32. EMPLOYEE QUALIFICATION. All Contractor employees shall have the skill and experience required to perform the Work assigned to them. If any person employed by Contractor or any of its subcontractors is performing the Work in an improper, uncooperative or incompetent manner which affects the progress of the Work, then at the written request of Company, Contractor shall immediately remove such person and such person shall not be re-employed on the Project without the prior written approval of Company.

SECTION 33. ASSIGNMENT AND SUBCONTRACTING. Contractor shall obtain the written consent of Company prior to assigning, in whole or in part, any Contract Document or any of the Work. Contractor may subcontract the Work or any portion thereof to subcontractors pre-approved in writing by Company; provided that, Contractor represents to Company that all its labor, suppliers, and other creditors for the Work will be paid and Contractor will require all subcontractors to be bound to all terms included in this Agreement and other Contract Documents (flow down) as conditions of performing any portion of the Work. Any subcontract shall not relieve Contractor of its duties or obligations set forth in any Contract Documents. Company expressly reserves the right to examine any Contractor related agreements, including any agreements Contractor has with subcontractors, for inclusion of the terms and conditions of this Agreement and other Contract Documents. Notwithstanding, failure to examine any such agreement, including any subcontractor agreement, shall not be construed as a waiver or relinquishment of this condition or any other rights or remedies available to Company.

SECTION 34. CONFIDENTIALITY. All information provided to Contractor by Company or any of its affiliates for the performance of Work or in connection with this Agreement and other Contract Documents will be treated as confidential and proprietary by Contractor and not disclosed to any third party (including subcontractors and suppliers) without the express written consent of Company. Contractor will exercise the same degree of care to protect Company's confidential and proprietary information as it does to protect Contractor's own proprietary and confidential information but no event less than reasonable care. Contractor will not use Company confidential and proprietary information for any purpose other than to perform the Work. Notwithstanding the foregoing, Contractor will not be responsible for the disclosure of any Company information if such information: (i) is or becomes lawfully available to the public from a source other than Contractor before or during the period of this Agreement; (ii) is released in writing by Company without restrictions; (iii) is lawfully obtained by Contractor from a third party or parties without obligation of confidentiality; (iv) is lawfully known by Contractor prior to such disclosure; or (v) is at any time lawfully developed by Contractor completely independently of any such disclosure or disclosures from Company. In addition, Contractor will not be liable for the disclosure of any proprietary and confidential information which it receives from Company under this Agreement or other Contract Document pursuant to judicial action or decree, or pursuant to any requirement of any government or any agency or department thereof having jurisdiction over Contractor, provided that in the reasonable opinion of counsel of Contractor such disclosure is required, and provided further that Contractor to the extent reasonably practical shall have given Company notice prior to such disclosure. This provision shall survive termination of the Agreement. Upon written request of Company, Contractor will return or destroy all Company confidential and proprietary information and will cause an officer of Contractor to certify the return or destruction of same.

SECTION 35. NON-SOLICITATION. Contractor agrees not to directly solicit the business, contractors or employees of Company or any affiliate of Company during the term of this Agreement and for a one (1) year period thereafter.

SECTION 36. ADVERTISE/PUBLISH. Contractor shall not publish or use advertising or disseminate other communication that utilizes Company's or its affiliates' name or logo without the prior written consent from Company's Legal Department.

SECTION 37. COMPANY'S REPRESENTATIVE. The words "Company's representative" or an authorized representative of Company as used herein include Company's project manager or any person or entity appointed by Company in writing to supervise the work of Company on behalf of Company.

SECTION 38. ENTIRE AGREEMENT. This Agreement, together with all other Contract Documents, embodies the entire agreement and understanding between Contractor and Company with respect to the subject matter of this Agreement and the other Contract Documents and supersedes all prior oral or written agreements and understandings relating to the subject matter of the Contract Documents. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Contract Documents will affect, or be used to interpret, change or restrict, the express terms and provisions of the Contract Documents. Company assumes no responsibility for any understandings or representations made by any of its officers or agents prior to the execution of this Agreement, unless such understandings or representations by Company are expressly stated in this Agreement or other Contract Document.

SECTION 39. SEVERABILITY AND WAIVER. The illegality or unenforceability of any provision of this Agreement or of any other Contract Document shall not affect the legality or enforceability of any other provision or portion hereof or thereof. If any provision or portion of this Agreement or of any other Contract Document is deemed illegal or unenforceable for any reason by a court of competent jurisdiction, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified. This Agreement and any other Contract Document is voidable by Company if modified by Contractor without the written or initialed consent of an authorized officer of Contractor. The

failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or any other Contract Document, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

SECTION 40. NO CONSTRUCTION AGAINST DRAFTER. The parties acknowledge that the Contract Documents and all the terms and conditions contained therein have been fully reviewed and negotiated by the parties and that each party has been represented by legal counsel. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of the Contract Documents.

SECTION 41. CAPTIONS. The captions at the beginning of each Section of this Agreement and other Contract Documents are for convenience only and are to be given no weight in construing the provisions of this Agreement and other Contract Documents.


SECTION 42. NOTICES. All notices shall be in writing addressed to the parties at the addresses set out in this Agreement unless subsequently changed by written notice to the other party and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including courier, telecopy or other printed electronic medium, or personal delivery. With respect to notices sent to the Company, copies shall be sent to: Metronet Technologies, LLC, 8837 Bond Street, Overland Park, KS 66214, Attn: Legal Department.

SECTION 43. GOVERNING LAW. This Agreement and other Contract Documents shall be governed by the law of the State of Indiana.

SECTION 44. COUNTERPARTS; ELECTRONIC SIGNATURES. The Contract Documents may be executed in two or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents.

By: 
Name: JAMES H. REYNOLDS
Title: CFO
Date: 3/2/18

By: 
Name: JOHN GREENBANK
Title: Executive Vice President
Date: _____

ATTACHMENT A

SAMPLE WORK ORDER

Agreement Number: _____
 PO/WO Number: _____
 Project Number: _____

Contractor

Name: Bowlin Services, LLC
 Address: 12200 Chandler Drive
 City, State, Zip: Walton, KY 41094

Pursuant to Section 1 of the Master Contractor Agreement executed by between Metronet Technologies, LLC (hereinafter "Company") and the Contractor, set forth below in this Work Order is the Scope of Work, Project Schedule and Work Order Price:

Scope of Work:

- 1) Detailed Scope of Work:

- 2) General Requirements:
 - a. All work described herein shall be performed in strict accordance with the Contract Documents and construction drawings produced by Company as part of this Work Order, and all applicable laws, ordinances, rules and regulations. The aforementioned laws, ordinances, rules and regulations are hereby incorporated and become a part of the Contract Documents as though they were written herein.
 - b. Contractor has the responsibility to test fiber optic cable and equipment before accepting it from Company to verify the integrity and quality of the fiber and equipment. If Contractor does not notify Company in writing within five (5) days of Contractor's receipt of the fiber optic cable or equipment, such fiber and equipment shall be deemed accepted by Contractor and of good integrity and quality.
 - c. Materials provided by Contractor shall comply with specifications and requirements set forth in the Contract Documents.
 - d. Contractor shall keep on the Project site during the progress of the Work a competent representative, acceptable to Company, who shall be the authorized agent of the Contractor. Directions and communications to such representative from Company in connection with the Work shall be treated as directions and communications to Contractor.
 - e. Contractor shall immediately notify Company if hazardous or contaminated materials are uncovered, encountered, revealed, or introduced at the Project site. When corrective action or remediation of hazardous or contaminated material is made necessary or is caused by Contractor's fault or negligence, Contractor shall be responsible for all costs associated with the contamination and any subsequent cleanup cost.
 - f. Company shall have access to the Contractor's existing safety program. In the event of unsafe acts performed at the Project site by the Contractor, Company shall have the right to halt the Work until an investigation can be completed and if necessary corrective action taken by the Contractor.

- 3) Company Supplied Materials:

- 4) Construction drawing and Route Diagram:

Project Schedule: The project shall be completed no later than _____ calendar days following receipt of a formal Notice to Proceed.

Work Order Price:

Contractor agrees to perform all work in accordance with the Contract Documents including but not limited to all the plans, drawings, specifications, documentation, attachments, and Exhibits of this Work Order for the price(s) as stated below, which includes but is not limited to cost for all supervision, labor, non-Company supplied materials, tools, equipment, transportation, insurance, bond, restoration, consumables, safety supplies, miscellaneous materials and all other costs necessary to complete the Work.

The Parties to this Work Order agree that Contractor shall be compensated for Work fully performed on a unit rate, "not to exceed" basis unless a change has been approved in writing by Company's project manager. As stipulated in Section 5 of the Agreement, Company may at any time by written order of Company's authorized representative, without notice to Contractor's sureties, and without nullifying this Work Order or any of the Contract Documents, make changes in, additions to and deletions from the Work to be performed under this Work Order and Contractor shall promptly proceed with the performance of the Contract Documents as so changed. The rate set forth below is bundled rate, which includes but is not limited to cost for all supervision, labor, materials, tools, equipment, transportation, insurance, consumables, safety supplies and all other costs necessary to complete the Services.

Insert Unit Rate, Description of Services, and Not To Exceed Amount

Bonding: Performance and Payment Bond Required (Yes or No) _____

Retainage: In the event retainage is not withheld from Contractors' partial payments, Contractor agrees that no payment will be processed until the Project has been completed and other requirements stipulated in the Agreement and Contract Documents have been satisfied.

Retainage Withheld on Partial Payments (Yes or No)

Retainage Percentage _____

IN WITNESS WHEREOF, the parties hereto have executed this Work Order by their duly authorized representatives this _ day of _____ 2018.

Contractor

Metronet Technologies, LLC.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SUPPLEMENTAL CONDITIONS

Supplemental Condition regarding Locates. For efficiency purposes, Company may perform data entry of tickets for locates through the online ticket entry system of Indiana 811, Kentucky 811, JULIE and/or other similar system, as applicable. Contractor authorizes Company to use Contractor's login credentials to access and enter such tickets into the system. Contractor understands and agrees that Company's assistance will be limited to data entry and that Contractor will not be required to pay Company for performing this data entry. Company's performance of data entry will not reduce Contractor's responsibility. Contractor understands that, before digging, Contractor shall be responsible to (1) notify Company of the locations where Contractor intends to dig, (2) confirm that a locate ticket has been provided for the digging location, (3) confirm that the locate ticket has not expired, and (4) investigate if a location does not have locate markings or if locate markings appear inadequate. Contractor will defend, indemnify and hold Company harmless for any liability arising out of data entry into the locate system, the locate tickets, and the locate markings (including misplacement of locates, insufficiency of locates and missing locates). Upon Company's request, Contractor will provide written confirmation of this authorization to Indiana 811, Kentucky 811, JULIE and/or other similar system, as applicable. Contractor authorizes Company to provide these Supplemental Conditions to Indiana 811, Kentucky 811, JULIE, and/or other similar system as valid authorization to use Contractor's credentials.

EXHIBIT B
SPECIFICATIONS

TABLE OF CONTENTS

- 1. GENERAL CONDITIONS**
 - 1.1. Definitions
 - 1.2. General Requirements
 - 1.3. Materials and Services
 - 1.4. Permits
 - 1.5. Protection of Right-Of-Way
 - 1.6. Submittal Requirements
 - 1.7. Daily Project Clean Up Requirements
 - 1.8. Inspection and Acceptance
 - 1.9. Traffic Control
 - 1.10. Utility Locations and Subsurface Obstructions
 - 1.11. Supervision and Superintendents
 - 1.12. Project Meeting Requirements
 - 1.13. Environmental Conditions
 - 1.14. Site and Location Conditions
 - 1.15. Emergency Contingency Plan

- 2. CONSTRUCTION SPECIFICATIONS**
 - 2.1. Grass/Sod Trench Installation
 - 2.2. Pavement Trench Installation
 - 2.3. Bore Installation
 - 2.4. Bridge & Tunnel Attachment Installation
 - 2.5. Building Risers
 - 2.6. Rod, Rope and Innerduct Installation
 - 2.7. Manhole Installation
 - 2.8. Handhole Installation
 - 2.9. Proofing Duct
 - 2.10. Route Markers
 - 2.11. Coring
 - 2.12. Underground Fiber Optic Cable Installation
 - 2.13. Aerial Fiber Optic Cable Installation
 - 2.14. Fiber Optic Splicing
 - 2.15. Fiber Optic Testing
 - 2.16. Grounding and Bonding

- 3. SAFETY**
 - 1.0 GENERAL CONDITIONS**
 - 1.1. DEFINITIONS

- 1.1.1. RIGHT-OF-WAY (ROW) shall mean the surface, the areas below the surface and the air space above the surface of the entire right-of-way granted by permits, licenses, or easements.
- 1.1.2. Jurisdictional Authority or Jurisdictional Authorities shall mean federal, state, local, or foreign government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, body or entity. Entities with Jurisdictional Authorities shall include the above referenced entities and shall include, but are not limited to, the following (herein after referred to as "Jurisdictional Authorities"):
 - 1.1.2.1. AASHTO – American Association of State Highway Transportation Officials
 - 1.1.2.2. ANSI – American National Standards Institute
 - 1.1.2.3. ASTM – American Society for Testing of Materials
 - 1.1.2.4. DOT – State or County Department of Transportation, or similar
 - 1.1.2.5. DPW – City or County Department of Public Works, or similar
 - 1.1.2.6. NEC – National Electrical Code
 - 1.1.2.7. NEMA – National Electric Manufacturer's Association
 - 1.1.2.8. NESC – National Electrical Safety Code
 - 1.1.2.9. OSHA – Occupational Safety and Health Act
 - 1.1.2.10. RR-Railroads
 - 1.1.2.11. DNR-Department of Natural Resources
 - 1.1.2.12. ACE-Army Corp. of Engineers
- 1.1.3. SUBSTANTIAL COMPLETION shall mean the date when the complete scope of work from starting point to end points including testing or proofing of the Work is completed to a point that would allow Company full availability and utilization for the entire system.
- 1.1.4. ACCEPTANCE OR COMPLETION shall mean that Contractor has completed all work contained in, and in accordance with, the Contracts Documents and when Contractor has corrected all deficiencies to the satisfaction of Company and the Jurisdictional Authorities and Company has signed a completion letter for the specific work in question.
- 1.1.5. CONTRACT DRAWINGS shall mean all graphic and pictorial descriptions of the Work that must be accomplished in accordance with the

Construction Documents showing the design, location, and dimensions of the Work including plans and typical details.

1.2. GENERAL REQUIREMENTS

- 1.2.1. All work described herein shall be performed in strict accordance with the Contract Documents, Contract Drawings, construction typicals, specifications, and all applicable ordinances, rules, laws and regulations of all Jurisdictional Authorities. The aforementioned laws, ordinances, rules and regulations are hereby incorporated into and become a part of the Contract Documents as though they were written herein. **NOT WITHSTANDING ANY OTHER PROVISION OF ANY CONTRACT DOCUMENT, IF A JURISDICTION OF AUTHORITY REQUIRES COMPLIANCE WITH AN ORDINANCE, RULE, LAW OR REGULATION THAT MANDATES OR IMPOSES REQUIREMENTS MORE STRINGENT THAN THE REQUIREMENTS STATED IN ANY CONTRACT DOCUMENT, CONTRACTOR SHALL COMPLY WITH SUCH ORDINANCE, RULE LAW OR REGULATION EVEN IF COMPLIANCE WITH SUCH REQUIREMENTS IS NOT EXPRESSLY MENTIONED.**
- 1.2.2. Contractor is required to excavate test pits (potholes) to verify sub- surface structures and locations of existing utilities prior to commencing work in the area to prevent damage to such existing facilities. All areas affected by the Work shall be restored to original or better condition.
- 1.2.3. Supplied engineering plans are for informational purposes only. The Contractor must inspect the routes and verify actual field conditions.
- 1.2.4. No work shall commence until Company has issued Contractor a **written Notice to Proceed.**
- 1.2.5. No work shall commence until Contractor has provided Company with certification of insurance compliant with the Contract insurance requirements. Contractor shall be held responsible that their subcontractors provide a certificate of insurance per the Contract insurance requirements and submit such certification to Company prior to the Contractor beginning work.
- 1.2.6. Performance and Payment Bonds will only be required if specifically identified in a Work Order. **If Bonding is a requirement in a Work Order, no work shall commence on such Work Order until Contractor has provided Company with a 100% performance and payment bond in the amount of the total Work Order price on the form as supplied by Company.**
- 1.2.7. Contractor has full responsibility for the alignment and any required stake out of the system running line in accordance with Jurisdictional Authorities and as shown in the Contract Documents.

- 1.2.8. Contractor may make field adjustments to the running line with prior written approval from qualified Company representative and Jurisdictional Authorities, with any such adjustments being shown on the red line drawings. Contractor is encouraged to suggest alternate installation methods in an effort to avoid excessive traffic control, increase productivity, and/or provide additional protection of all associated patrons and construction personnel.
 - 1.2.9. Contractor shall ensure that the work sites are accessible for work including but not limited to preventing vehicles from parking on site, removing snow, pumping manholes, and scheduling work to avoid delays by road construction, repair, or other outside party projects.
 - 1.2.10. Contractor's employees shall limit their activities to the construction site and governing rights-of-way. Trespassing in or on private property or other locations outside the rights-of-way shall not be permitted.
 - 1.2.11. Contractor shall have the responsibility to make their own investigation as to the availability of public or private roads and of clearances, restrictions, bridge load limits, bond requirements, permits and other limitations that may affect Contractor's transportation for equipment, materials and manpower ingress and egress to the job site.
 - 1.2.12. Contractor shall not begin any extra work without the written authorization of Company's Project Manager.
 - 1.2.13. Contractor shall adhere to the specifications imposed by the owner of any facilities/ property upon which Contractor is performing work.
 - 1.2.14. Contractor shall ensure that all of their activities are performed within the approved utility ROW – specifically avoiding any encroachment on private Rights of Way. This includes all equipment and vehicle movement, setup or operation as well as personnel and materials.
- 1.3. MATERIALS AND SERVICES
- 1.3.1. Company shall supply the materials as specified in Exhibit A (Scope of Work). Any additional material not specified as Company supplied material shall be the responsibility of the Contractor.
 - 1.3.2. Company reserves the right to direct ship any/all Company supplied materials to Contractor. Contractor shall forward via (email or facsimile) legible copies of the packing list, bill of lading, and any shipping discrepancies to Company's office with the original documents.
 - 1.3.3. Contractor shall be solely responsible for all materials upon and after the receipt from Company until final completion and acceptance of the Work.
 - 1.3.4. Unless otherwise agreed in a Work Order, Contractor shall pick up and sign for materials supplied by Company, which are not directly shipped to

the Contractor, at the Company designated storage facility. It is the Contractor's responsibility to make arrangements to pick up materials from the Company designated storage facility at such times as Company establishes.. Company requires a minimum of twenty-four (24) hour notice prior to all material pick-ups. The Contractor shall remove all associated packing crates and shipping materials from the Company designated storage facility when removing materials.

- 1.3.5. Contractor shall maintain an inventory log of all Company supplied materials for Company's periodic inspection and for Contractor's weekly submittal to Company. Upon completion of the Work, excess Company furnished material shall be returned by the Contractor at their sole cost to Company designated storage facility or as directed by Company.
- 1.3.6. Non-returnable empty reels are to be disposed of by the Contractor. Contractor shall return all empty reels to the approved Company designated storage facility or as directed by Company in a timely manner.
- 1.3.7. Contractor is responsible for all disposals of scrap and waste material. Job site shall be maintained in a safe and organized condition at all times. No scrap materials or waste is to be disposed of at any of Company's facilities, nor at the worksite or Right-of-Way (R.O.W).
- 1.3.8. The Contractor shall provide all other items (not provided by Company) including but not limited to restoration materials, select fill, concrete, asphalt, consumables, equipment, tools, grass seed, vegetation, straw, gravel, aggregates, rip rap, erosion control materials, foam, duct sealant, mule tape, jet line, duct caps/plugs, attachment hardware and all other materials and incidentals necessary for a complete installation. Materials provided by Contractor shall comply with specifications and requirements provided by Company and other Jurisdictional Authorities.
- 1.3.9. Contractor shall not store any materials on the work site.
- 1.3.10. Contractor shall not be entitled to extensions of time for any delays caused by the delivery of Contractor furnished material.
- 1.3.11. Contractor is responsible for warranty on all Contractor supplied materials conforming to warranty requirements of the Contract Documents. Any warranties that extend for greater periods than contractually obligated shall be passed along to Company.
- 1.3.12. The specific responsibilities of the Contractor relating to: acceptance, inventory, handling, and requisitions of Company supplied materials are referenced in the Contractor Material Policy.
- 1.3.13. Company reserves the right, but has no obligation, to review, accept, or reject any Contractor furnished material.

1.4. PERMITS

- 1.4.1. Company shall secure the required road opening permits, environmental permits, and right-of-way agreements and/or easements to allow for the placement of the duct/conduit system and aerial fiber optic cable plant. Any additional permit requirements, agreements or easements (as a result of Contractor value engineering) shall be at Contractor's cost. All other permits or authorizations required are the responsibility of the Contractor. Delays in the prosecution of work caused by Company's acquisition of permits shall be excusable but not compensable.
- 1.4.2. Prior to the start of work, Contractor shall obtain and pay for all work permits and all other permits required for Contractor's construction operations including but not limited to contractor's licenses, construction bonds, transportation, traffic control, equipment, labor and or other general permits. Delays in Contractor acquiring work permits shall not be the basis for an extension of time to the work schedule.
- 1.4.3. Contractor shall be responsible for all notices required by the Jurisdictional Authorities and Company.
- 1.4.4. Contractor shall be responsible to maintain a good standing relationship with the Jurisdictional Authorities that have issued permits or otherwise have jurisdiction over the project. Relinquishment of any permits caused by Contractors actions shall be cause for default by the Contractor.

1.5. PROTECTION OF RIGHT-OF-WAY

- 1.5.1. Right-of-way lines provided on the Contract Drawings are for informational purposes only. Contractor shall be responsible to verify the exact locations of right-of-way lines during prosecution of the Work. Contractor shall be responsible for all costs incurred as a result of leaving the proposed right-of-way and/or encroaching onto property, including repair of any damage to the right-of-way, sidewalks, roadways, utilities, or any other public or private property damaged by Contractor's forces.
- 1.5.2. Contractor shall be responsible for the safety and protection of the public and of public and private property on and around the construction sites. Contractor shall notify Company immediately of any injury to persons or damage to any public or private properties on or around construction sites.
- 1.5.3. Contractor shall protect all Contractor installed materials until final completion and Company acceptance.
- 1.5.4. The Contractor shall be responsible for all damage to the infrastructure in, along, and adjacent to the ROW, such as damage to sidewalks, curbs, drainage grates; adjacent private property etc. caused as a result of Contractor's installation or other activities. All the repair and replacement costs (due to damaged areas) are the Contractors sole responsibility. In

- the event damage is irreparable, Contractor shall remove and replace such items at no additional cost to Company.
- 1.5.5. Existing fences on the right-of-way shall be removed by Contractor only upon written approval by Company. Contractor shall remove temporary fencing erected by Contractor as soon as practical.
 - 1.5.6. Contractor shall abide by any and all applicable rules and regulations of the Jurisdictional Authorities concerning working on the right-of-way. Any penalties and/or fines for violations incurred while working on or accessing the right-of-way shall be the sole responsibility of Contractor.
 - 1.5.7. Contractor shall verify all restoration or replacement requirements concerning working on the right-of-way with the Jurisdictional Authorities. Contractor shall be solely responsible for abiding by the requirements set forth by the Jurisdictional Authorities.
 - 1.5.8. Contractor shall protect the right-of-way and minimize damage from the construction operations. Contractor shall be governed by the Contract Documents and the Jurisdictional Authorities' regulations for construction practices and crew behavior in and around environmentally sensitive areas and cultural resource sites.
 - 1.5.9. Contractor shall keep the premises where the work is being performed in a neat, clean and orderly condition. Contractor shall remove all of its tools and equipment from the premises on a daily basis, and any debris shall be removed and disposed of by Contractor in an appropriate manner. All debris and waste materials removed shall become the property of the Contractor.
 - 1.5.10. The right-of-way shall be restored to original or better condition within forty-eight (48) hours following conduit/duct placement operations or such earlier time as Company may require.
 - 1.5.11. All rock and debris brought to the surface during construction operations shall be removed from the right-of-way and disposed of in accordance with Company instructions and the Jurisdictional Authority's regulations.
 - 1.5.12. All terraces that were removed or damaged shall be replaced to original or better condition following the placing operations at Contractor's cost.
 - 1.5.13. Removed or damaged landscaping, lawns, shrubs, vegetation, and hedges shall be replaced with approved products and restored to original or better condition at Contractor's expense. Lawns shall be repaired by re-sodding with the same grasses.
 - 1.5.14. The Contractor shall promptly repair or replace any other property damaged during construction at Contractor's cost.

1.5.15. Waste material including, but not limited to, refuse, garbage, sanitary wastes, oil and other petroleum products shall be removed from the construction areas and be properly disposed of by Contractor. Waste materials removed from the construction areas shall be dumped at an approved dumpsite. It shall be the responsibility of the Contractor to make any necessary arrangements with private parties and with County officials pertinent to locations and regulations of such dumping. Any fees for disposal of materials shall be the responsibility of the Contractor

1.6. SUBMITTAL REQUIREMENTS

1.6.1. RED-LINE DRAWINGS

- 1.6.1.1.1.** Contractor shall create, maintain and provide red-line drawings during the course of construction to clearly and correctly depict the true location of installed work. These red-lines shall be updated in conjunction with Work progress.
- 1.6.1.1.2.** On a weekly basis, Contractor shall forward these red-line drawings to Company or Company's Representatives for review and approval.
- 1.6.1.1.3.** Copies of the red-lines shall be kept at the job site for Company's review.
- 1.6.1.1.4.** Under no circumstances shall Contractor proceed with Work until acceptable redline drawings are received by Company for the previous week's work.
- 1.6.1.1.5.** Should a Work shutdown occur due to the Contractor's inability to submit timely redlines, this will not become a basis for time extension nor shall it be grounds for additional compensation to complete the Work.
- 1.6.1.1.6.** The purpose of the red-line drawings shall be to indicate any variations in construction from the construction plans included with the Contract Documents.
- 1.6.1.1.7.** Red-line drawings shall include, but are not limited to, depth of conduit, conduit installation offset distances from landmarks such as milepost, edge of pavement, bridges, underpasses, handholes, manholes, or other landmarks.
- 1.6.1.1.8.** Contractor shall indicate an offset from these landmarks. Where long stretches occur, offset distances shall be taken at intervals of no more than fifty feet (50'), unless governed more stringently by a Jurisdictional Authorities



or otherwise instructed by Company. In areas where the proposed route experiences significant bends, offsets and station identifications shall be taken at the start, midpoint and stop of each transition.

- 1.6.1.1.9. The station location of all crossed utilities shall be identified, while also indicating the type, diameter and depth of cover.
- 1.6.1.1.10. Red-line drawings shall indicate the depth and/or height of the installation relative to finish grade, changes, and notes referencing any special construction such as irregular depth, height, steel plating, insulation barriers, concrete encasement, etc. Depth and/or height shall be indicated wherever offsets are required.
- 1.6.1.1.11. Contractor shall show wall to wall distances between manholes/handholes/buildings/structures on the red-line drawings as determined by the mule tape measurements.
- 1.6.1.1.12. In joint trench construction projects the red-line drawings shall include the total number of ducts, color, and size(s) of Company duct, and total number, color, and size of all other third party ducts.
 - 1.6.1.1.12.1. Buried cable Red line drawings shall be completed by Contractor. Red line drawings shall include:
 - 1.6.1.1.12.2. At EVERY manhole and handhole, verification of the occupied duct (e.g. Orange duct entering, Orange duct leaving).
 - 1.6.1.1.12.3. At EVERY manhole and handhole, Contractor must record sequential footage markings at the manhole or handhole entry and exit points for each cable. There should be two separate footages at each location with the footage recorded being correctly labeled as to its direction and location (i.e. 5000' – North cable at Manhole POE; 3000' – South cable at Manhole POE).
 - 1.6.1.1.12.4. At EACH splice manhole and handhole, Contractor must write down sequential footage markings at the manhole or handhole entry and exit points and at the butt of the splice

enclosure for each cable. There should be four separate footages at each butt splice location with each footage recorded being correctly labeled as to its direction and location (i.e. 5005' – North cable at Manhole POE; 5000' – North cable at entrance of splice enclosure; 3005' – South cable at Manhole POE; 3010 – South cable at entrance of splice enclosure).

1.6.1.1.12.5. At each manhole/handhole, Contractor shall indicate the footage of the slack coil.

1.6.1.1.12.6. At the beginning and ending of the cable reel (at the manhole/handhole) the cable reel number shall be noted.

1.6.1.1.13. Contractor shall produce Aerial redline drawings of the installed fiber optic cable and submit to Company on a weekly basis or as required by Company.

1.6.1.1.13.1. At EVERY pole, the reel number(s) and sequential number(s) at each pole.

1.6.1.1.13.2. At EACH slack loop, the sequential number entering and leaving the slack loop.

1.6.1.1.13.3. At EACH splice location, the sequential numbers entering and exiting the splice enclosure.

1.6.2. DAILY PRODUCTION REPORT(S)

1.6.2.1. Contractor's progress shall be tracked by utilizing Daily Production Reports.

1.6.2.2. Daily Production Reports shall be completed by Contractor's Supervisor and submitted to the Company field representative for review and approval.

1.6.2.3. Discrepancies in progress shall be noted by the Contractor on Daily Production Reports. Daily Production Reports shall not be a basis for approved extra work by the Contractor.

1.6.2.4. The appropriate Daily Production Report form shall correspond to the work being performed (ex: OSP aerial/underground construction, cable installation, building entrances, facility construction) and shall match the Contractor provided red- line drawings.

1.6.3. CONTRACTOR'S CONSTRUCTION SCHEDULE

- 1.6.3.1. Contractor shall submit a detailed resource (manpower and equipment) construction schedule for Company's approval.
- 1.6.3.2. All schedules shall include the planned construction method(s), by location, with the associated quantities, manpower, equipment, and planned production rates to complete the work.
- 1.6.3.3. Contractor's construction schedule shall be prepared in Microsoft Project or other Company approved format.
- 1.6.3.4. All schedule versions shall contain sufficient detail to ensure that Company can measure Contractor's progress on a daily basis throughout the project duration.
- 1.6.3.5. Contractor shall provide updates to the schedule on a weekly basis or frequently as required.
- 1.6.3.6. If Contractor fails to achieve the planned progress (per the schedule), Contractor shall provide a "recovery schedule" indicating additional resources or acceleration efforts to maintain the contracted completion date. Such additional resources or acceleration efforts shall be at Contractor's sole expense.
- 1.6.3.7. Full compliance with this section is a condition precedent to payment.

1.7. DAILY PROJECT CLEAN UP REQUIREMENTS

- 1.7.1. Contractor shall maintain a clean and hazard free work area including but not limited to daily removal of all spoils, excess material, waste and sweeping of all affected roadway and sidewalk areas.
- 1.7.2. Contractor shall remove from the site and dispose of all spoil, waste, and other unused excavated materials in accordance with all Jurisdictional Authorities and Company requirements.
- 1.7.3. Where excavation is required in paved areas, restoration shall be completed immediately and prior to removal of traffic control. Contractor shall not leave any sections of the trench open during non-work hours. Contractor shall backfill all segments of the trench in adherence with the trench typical details and associated permits.
- 1.7.4. As necessary, Contractor shall cover the excavation with solid steel plating. Steel plates shall be a minimum one-inch (1") thick, spiked down to prevent movement, shimmed to prevent rocking, and cold patched around the edges. Plate installation shall be subject to final approval by the Jurisdictional Authorities without additional costs to Company.

1.7.5. Contractor shall store all equipment, tools, material, etc. in a manner so as not to inhibit traffic flow or parking at all times. All staging areas must receive final approval from Company and any Jurisdictional Authorities. Company shall assume no responsibility for Contractor's equipment or materials. Security for the job areas is the responsibility of the Contractor. Contractor shall comply with the security requirements of the right-of-way owners and/or other Jurisdictional Authorities.

1.8. INSPECTION AND ACCEPTANCE

1.8.1. All work shall be subject to the inspection and approval of Company, and the Jurisdictional Authorities. Contractor shall schedule the Work and provide adequate notifications to comply with any and all requirements for inspection.

1.8.2. Contractor shall have a competent representative on site during work activities.

1.8.3. Company's representatives shall inspect workmanship and progress of work being performed. Where workmanship or installation deficiencies are observed, Company's representative shall discuss them with the Contractor's supervisors. Contractor shall take measures to immediately and expeditiously correct any deficiencies to the satisfaction of Company without impacting the installation schedule and at no additional cost to Company. Company's representative shall have the right to stop work upon Contractor's refusal to immediately correct installation deficiencies. Company's failure to detect or notify Contractor of deficiencies shall not reduce or eliminate any obligation or liability of Contractor under any Contract Document.

1.8.4. Company's representatives may also monitor the safety of operations and if any unsafe operations are observed he/she will discuss them with the Contractor's supervisors. Contractor shall take measures to immediately and expeditiously correct or stop the unsafe operations. If the unsafe operations continue, the Company representative shall have the right to stop work until further notice. Company's failure to observe or notify Contractor of an unsafe operation shall not reduce or eliminate any obligation or liability of Contractor under any Contract Document.

1.8.5. Upon notification to Company by Contractor of completion of the work, a Company representative, the Contractor's representative and a representative of the Jurisdictional Authorities shall jointly perform a "walk through" inspection of the work within a reasonable time frame. The Company Representative shall, during this inspection, prepare a punch list of observed deficiencies. Upon receipt of the punch list, Contractor shall correct all deficiencies in a timely manner not to exceed fourteen (14) days. Acceptance shall be granted when all deficiencies have been corrected to

the satisfaction of Company and all Jurisdictional Authorities. If the Contractor shall fail to correct any defective Work or materials within the allowed timeframe, the Company Project Manager may cause such defective Work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid to the Contractor. Company's failure to observe or note on any punch list a deficiency shall not reduce or eliminate any obligation or liability of Contractor under any Contract Document.

1.9. TRAFFIC CONTROL

- 1.9.1. Contractor shall conform to all traffic controls as required by the cities, counties and governing authorities, the permit(s) requirements, Company, and Department of Transportation (DOT) Temporary Traffic Control Standard Specifications. Contractor shall coordinate the work with appropriate Jurisdictional Authorities.
- 1.9.2. Contractor shall be responsible for the safety of the general public and shall always give right of way to all other vehicular traffic on the roadway. Contractor shall not detour traffic, close a lane, or impede traffic flow without approval from the jurisdictional authorities.
- 1.9.3. Contractor shall furnish all signs, barricades, barriers, cones, drums, warning lights, flag persons or other devices that are required and obtain all necessary approvals from the appropriate Jurisdictional Authorities. Contractor shall maintain a log and provide Company with a copy of the log containing such approvals obtained on a weekly basis.
- 1.9.4. All traffic control devices shall be in good working order and inspected by Contractor prior to delivery to the work site. Periodic inspections shall be done to ensure proper operation.
- 1.9.5. Contractor shall be responsible to conform to all traffic control requirements contained in the Construction Documents and/or permits. If Contractor fails to comply with the traffic control requirements, and/or does not immediately correct traffic control deficiencies as directed by jurisdictional authorities, Company may issue a stop work notice. This stop work notice will continue until such requirements have been approved/achieved. Contractor shall not be entitled to compensation in time or money for time lost during this stop work order. If Contractor violates traffic control requirements, such violation will be cause for a default under the Contract Documents Company.
- 1.9.6. All work operations including paving, rolling, grading, supplying of material and the travel of supervisory personnel shall always be in the direction of normal traffic.

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- 1.9.7. Vehicle and equipment lights, light lenses, and reflectors shall be operational and cleaned as often as necessary. All vehicles and equipment shall require flashing amber lights including material delivery vehicles.
 - 1.9.8. Fire extinguishers and first aid kits shall be provided on all vehicles and shall be in good working order at all times, and the job site personnel shall be familiar with their use.
 - 1.9.9. Equipment shall be under the full control of the operator when equipment is in use, and operators shall be familiar with their use.
 - 1.9.10. No vehicle or equipment shall be stopped or parked where it shall interfere with the visibility of any sign.
 - 1.9.11. At the end of each workday, all Contractor's equipment and any traffic protection devices shall be removed from traffic lanes, shoulders, other sites, and placed in protected locations.
 - 1.9.12. A stopped or slow-moving truck on the pavement shall never be used as the first warning a motorist receives of a work area restriction ahead.
 - 1.9.13. All vehicles re-entering the traffic stream from the work areas shall have the assistance of a traffic observer.
 - 1.9.14. Equipment that could damage any roadway facilities shall not be allowed to operate until adequate protective measures are provided. Company's approval of such protective devices shall not relieve the Contractor from responsibility for damage to any paved surface.
- 1.10. UTILITY LOCATIONS AND SUBSURFACE OBSTRUCTIONS
- 1.10.1. Contractor shall recognize that any and all utilities, if any, shown on Contract Drawings are for informational purposes only. Contractor is required to locate/field verify all utilities; Company assumes no responsibility for the accuracy of the utilities shown.
 - 1.10.2. Contractor is responsible to locate and avoid all subsurface obstructions.
 - 1.10.3. Contractor shall contact the utility one-call system in advance of construction for location of buried utilities as required by the Jurisdictional Authorities. Contractor is responsible to locate and avoid all subsurface obstructions. It is the Contractor's responsibility to verify the locations of subsurface obstructions shown on the drawings as well as any additional obstructions not identified on the drawings. **Contractor is also responsible for contacting and confirming the location of facilities of utilities or other entities (including those) not taking part in the One Call System.**

- 1.10.4. Contractor shall be responsible to (pothole/hand dig) and verify the exact location of every pipeline, utility, drainage facility, or other buried facility prior to working in the area. Contractor is responsible for receiving Jurisdictional Authorities approval prior to excavation where applicable. Contractor shall then make any adjustments, in the field or otherwise, to install the conduit or duct where it shall not interfere with other conduits or utility systems. Any adjustments to the running line requested by Contractor shall be submitted to Company for review. Contractor shall obtain Company approval prior to adjustments.
- 1.10.5. Contractor shall be solely responsible for any and all direct and indirect costs and consequences arising from damage to utilities.
- 1.10.6. Contractor shall keep a Utility Location Log of all telephone contacts to notify existing utilities of pending excavation. Such log shall include date, time of day, name of individual contacted, name of agency or Company contacted, telephone number, and confirmation number. The Utility Location Log shall be made available to Company for review prior to construction and submitted on a weekly basis.
- 1.10.7. When crossing buried pipes, cables, and other utility lines, the ducts placed shall maintain a minimum separation of twelve inches (12") or as specified by the utility Company or permit requirements while maintaining a minimum thirty-six inch (36") cover or as required by contract documents.
- 1.11. SUPERVISION AND SUPERINTENDENTS
- 1.11.1. Contractor shall keep on the work site, during the progress of the Work, a competent representative approved by Company who shall be the "Authorized Representative" of Contractor. Directions and communications to the representative from Company in connection with the Work shall be treated as directions and communication to the Contractor. Company reserves the right to have the Contractor's representative removed and/or replaced from the work site.
- 1.11.2. Contractor's representatives shall be English-speaking and have the proper skill, training, background knowledge, experience, rights, authorizations, character, and licenses as necessary to perform the work in a competent, ethical, and professional manner.
- 1.11.3. Contractor shall furnish to Company, in writing, all the names and numbers of the members of his/her organization and subcontractors' organizations who can be contacted in the event of out-of-hours emergency at the construction site.
- 1.12. PROJECT MEETING REQUIREMENTS

1.12.1. Contractor shall be required to attend progress meetings as requested by Company. Contractor shall be required to attend meetings with Jurisdictional Authorities and other third parties as requested by Company.

1.13. ENVIRONMENTAL CONDITIONS

1.13.1. Contractor shall install erosion control prior to construction activities. Contractor shall be responsible for all erosion and sediment controls as mandated by the Jurisdictional Authorities or instructed by Company.

1.13.2. Contractor shall immediately notify Company if hazardous or contaminated materials are uncovered, encountered, revealed, or introduced at the job site. Following the notification, Contractor shall provide a written report of the discovery. Contractor shall immediately stop all work in the area affected by the condition and not resume work in the affected areas unless instructed in writing to do so by Company Project Manager.

1.13.3. When corrective action or remediation of hazardous or contaminated material is made necessary or is caused by Contractor's fault or through negligence, Contractor shall be responsible for all costs associated with remediation and cleanup of the contamination. Cost responsibility shall include all costs relating to the identification of the contamination, testing, determination of remedial actions, removal and corrective measures associated with the encountered toxic or hazardous materials, and any other costs associated with the cleanup of the contamination. Delays resulting from Contractor introducing hazardous material to work sites shall not become the basis for an extension of time or additional compensation to complete the Contract.

1.13.4. Contractor is not responsible for disposal of hazardous waste materials not introduced by the Contractor.

1.14. SITE AND LOCATION CONDITIONS

1.14.1. The Contractor states that all of the available records regarding existing conditions have been examined; that a field examination of the site and right of way has been conducted; and the subsurface conditions, surface and subsurface water conditions to be encountered, the character of equipment and facilities needed for the prosecution of the Work, the location and suitability of all construction materials, the quantities in various sections of the Work, the local labor conditions, and all other matters in connection with the Work and services to be performed under this Contract have been thoroughly studied.

1.14.2. The Contractor shall warrant that its opinions and interpretations regarding the character of materials to be excavated have been derived from an inspection of the ground and studies of available records of subsurface conditions.

- 1.14.3. Contractor shall check and verify all details of existing conditions prior to proceeding with the Work.
- 1.14.4. The Contractor further states that the prices contained herein are based on its own knowledge and judgment of the conditions and hazards involved and not upon any representation of Company.
- 1.14.5. Contractor shall confirm in writing with Company prior to doing any work on customer's facilities. Company will need to coordinate this activity.

1.15. EMERGENCY CONTINGENCY PLAN

- 1.15.1. Contractor shall comply with, and participate in, all Emergency Contingency Plans of Company or Jurisdictional Authorities. Such plans shall include response plans, notification procedures and public safety protection plans for various potential construction and hazardous materials emergencies.

2.0 CONSTRUCTION SPECIFICATIONS

All materials and equipment shall be applied, installed, connected, erected, utilized, cleaned, conditioned and calibrated in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents. Contractor shall abide by the following acceptable practices to complete the installation:

2.1. GRASS/SOD TRENCH INSTALLATION

- 2.1.1. Contractor shall excavate as required (i.e. machine trench, backhoe, hand dig, etc.) to install ducts as indicated in the Contract Drawings and typicals to allow a minimum of thirty six inches (36") of cover to top of conduit below finished grade, or as specified on the Contract Drawings, Scope of Work and/or permits. The installation shall include removal and disposal of excavated materials or materials not suitable for backfill and the installation of the conduit.
- 2.1.2. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.1.3. Trenches shall be kept as straight as practical. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept

- clear of debris and loose rock. All changes in trench grade shall be less than one foot (1') per ten feet (10').
- 2.1.4. In applications where HDPE ducts are installed, Contractor shall install the ducts to prevent excessive waving of the ducts within the trench. Contractor shall tension the ducts to prevent waving in the trench prior to backfilling. The trench shall then be backfilled while the duct is still under tension. Conduits shall be installed in such a manner as to keep conduit configuration consistent. Conduits shall be bound along the trench line every ten feet (10') to maintain this configuration and minimize spiraling.
- 2.1.5. Warning tape shall be installed twelve inches (12") below existing grade where the conduit installation method is trenching or plowing. Installation of a warning ribbon is not a requirement in areas where the installation method of the conduit is by directional boring.
- 2.1.6. Contractor shall have the full responsibility to ensure tie-ins and duct couplings are made to ensure elevations remain as straight as possible and that the duct and conduit joints provide an airtight seal. Contractor shall furnish Company approved duct couplers to achieve this requirement.
- 2.1.7. All trench sections must be closed at the end of each working day or protected using the appropriate barricade as the site conditions warrant to protect the public. This may require barricading the area with temporary steel plating (or other measures required by jurisdictional authorities), orange plastic fence, water filled plastic or concrete barricades, a-frame barricades, overnight flashers with the appropriate warning signage. Contractor shall restore the surface conditions to original or better conditions or as required by the Jurisdictional Authorities and Company.
- 2.1.8. Where required by Contract Drawings, Contractor shall furnish and install 10 gauge insulated locate wire within all trench line excavations leading into access points. Locate wire shall be installed as described and as shown on the typical.
- 2.1.9. Contractor shall ensure tie-ins and duct couplings are made to ensure elevations remain straight as possible and that the duct and conduit joints provide an airtight seal. Contractor shall furnish Company approved duct couplers to achieve this requirement.
- 2.1.10. Contractor shall, in his pre-bid survey, determine soil and rock conditions. Soil & rock conditions shall be determined by the Contractor prior to project commencement, and will not be considered for a request for change order.

- 2.1.11. Contractor shall notify Company of areas where minimum cover requirements cannot be met. Company reserves the right to direct Contractor to cover conduit with ¼" steel plate, split pipe, concrete slurry or a combination of these. The material and installation cost shall be by Contractor.
- 2.1.12. It will be the responsibility of the Contractor to re-seed and/or re-vegetate to match the existing conditions required by the Jurisdictional Authority and Company.

2.2. PAVEMENT TRENCH INSTALLATION

- 2.2.1. Contractor shall excavate as necessary to install ducts as specified on the Contract Documents or as specified on the construction drawings, Scope of Work or by permits. The installation shall be completed by saw cutting the roadway surfaces to a neat vertical edge, removing and disposing of excavated pavement and excess excavated material and installing the conduit(s) as shown in the construction drawings.
- 2.2.2. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.2.3. Temporary pavement restoration shall be required when vehicular traffic may be present prior to final pavement restoration. Final pavement restoration shall be governed by, and in compliance with the requirements of the Jurisdictional Authorities. Final asphalt restoration shall typically include roto-milling to remove existing asphalt beyond each side of the trench six inches (6") on each side of the trench or as required by the Jurisdictional Authority. Final concrete restoration shall typically include replacing the concrete to match the existing roadway cross-section.
- 2.2.4. Trenches shall be kept as straight as practical. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept clear of debris and loose rock as approved by Company's field representative. All changes in trench grade shall be less than one foot (1')

per ten feet (10') unless otherwise approved by Company representative. Conduits shall be placed in the excavation as straight as practical.

- 2.2.5. In applications where HDPE ducts are installed, Contractor shall install the ducts to prevent excessive waving of the ducts within the trench. Contractor shall tension the ducts to prevent waving in the trench prior to backfilling. The trench shall then be backfilled while the duct is still under tension. Conduits shall be installed in such a manner as to keep conduit configuration consistent. Conduits shall be bound along the trench line every ten feet (10') to maintain this configuration and minimize spiraling.
- 2.2.6. Warning tape shall be installed twelve inches (12") below existing grade where the conduit installation method is trenching or plowing. Installation of a warning ribbon is not a requirement in areas where the installation method of the conduit is by directional boring.
- 2.2.7. Contractor shall ensure tie-ins and duct couplings are made to ensure elevations remain straight as possible and that the duct and conduit joints provide an airtight seal. Contractor shall furnish Company approved duct couplers to achieve this requirement.
- 2.2.8. Driveways, lanes, or roadways, when required to be open cut, shall be opened just prior to the conduit placement and restored to a passable condition immediately after work is complete. In no case shall the driveway, lane, or roadway be left impassable at the end of each work day. The general public safety is paramount and appropriate steps shall be taken to ensure safety at all times. Where a drive or roadway trench must be left open for traffic, Contractor must provide the material and method required to allow for movement of traffic.
- 2.2.9. Trenches shall be promptly backfilled with select material and placed so that final grade is restored to original grade to ensure no hazard to vehicular, animal or pedestrian traffic. No trenches shall be left open overnight unless allowed by Jurisdictional Authorities and Contractor has received the written approval of the Company's field representative. If allowed and written approval is granted, all open trenches shall be properly guarded or barricaded to prevent damage or injury.
- 2.2.10. In areas inaccessible to tamping type rollers where compaction is required, a mechanical tamper of a size suitable for the work involved shall be used. Pneumatic tampers shall be operated at pressures no less than those recommended by the manufacturer.

- 2.2.11. Where required by Contract Drawings, Contractor shall furnish and install 10 gauge insulated locate wire within all trench line excavations leading into access points. Locate wire shall be installed as described and as shown on the typical details.
- 2.2.12. Contractor shall, in his pre-bid survey, determine soil and rock conditions. Soil & rock conditions shall be determined by the Contractor prior to project commencement, and will not be considered for a request for change order.
- 2.2.13. Contractor shall notify Company of areas where minimum cover requirements cannot be met. Company reserves the right to direct Contractor to cover conduit with ¼" steel plate, split pipe, concrete slurry or a combination of these. The material and installation cost shall be by Contractor.

2.3. BORE & PLOWING INSTALLATION

- 2.3.1. Boring shall be completed with the excavation of bore launching and receiving pits, any required shoring, any required rock removal, and the installation of the conduit at a depth no less than twenty-four inches (24") of cover or as required in the Contract Drawings, Scope of Work or permits. Maximum depth of bore installation shall not exceed five feet (5') or as approved by the Company Project Manager. Depth requirements at railroad and stream crossings shall be in accordance with the permit requirements. Bore installation shall include pushing, boring, or simultaneously boring and pushing casing pipes and duct under roads, exit ramps, railroad tracks, driveways, sidewalks, trees, environmentally sensitive areas and other features indicated on the Contract Drawings or as directed by Company. Acceptable methods of boring include jack boring, dry auger boring, and directional boring.
- 2.3.2. Duct and Casing Pipe shall be installed in locations as shown on the Contract Drawings or required by permits. Contractor shall plan all bores as to not exceed fifteen degrees (15°) of bends in the duct. Bore pits shall be placed to conform to regulations mandated by the Jurisdictional Authorities or as necessary.
- 2.3.3. Warning tape shall be installed twelve inches (12") below existing grade where the conduit installation method is trenching or plowing. Installation of a warning ribbon is not a requirement in areas where the installation method of the conduit is by directional boring.

- 2.3.4. Before boring and/or plowing, Contractor shall check all obstructions and clearances. All existing utilities and facilities shall be located and remain open until the bore has been completed.
- 2.3.5. No bore pits or potholes shall be left open overnight unless allowed by Jurisdictional Authorities and the written approval of Company's field representative is granted. If allowed and approved in writing, all openings shall be properly covered, guarded or barricaded to prevent damage or injury.
- 2.3.6. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.3.7. All ends of bore casing shall be sealed using non-shrink grout. All conduits shall be capped, sealed watertight and shall be well marked to accommodate locating. All bore pits shall be dewatered.
- 2.3.8. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.3.9. Contractor is responsible to implement containment methods of bore fluid and any or all additives to not contaminate the work area as site conditions dictate. The Contractor shall dispose of all bore fluids and vacuum slurry in accordance with the Jurisdictional Authority environmental disposal regulations.
- 2.3.10.** Setup of directional boring equipment must be made in a manner to minimize damage to the surrounding area. Emphasis shall be placed on setup locations to ensure that the equipment, debris, and/or bore fluid

overflow do not encroach onto private property or public drainage systems. Contractor shall be responsible for disposing of all waste.

2.3.11. All directional boring equipment shall have electrical protective devices to protect the operators from electrical shock. Company requires that these devices not be circumvented in any way and that all protective safety equipment is worn or used by all required individuals. Anyone not wearing or using appropriate protective equipment shall not approach or touch the directional drilling equipment.

2.3.12. Prior to beginning and directional drilling operations, the navigation system shall be calibrated on a daily basis at minimum. Calibration shall be accomplished according to manufacturer specifications. Contractor shall establish and maintain a calibration log on site that is available for review by Company.

2.3.13. No items attached to the backside of the reamer shall be allowed without the use of a free moving swivel to eliminate the rotation of trailing stem. When adding additional stem or attachments where the addition/attachment is not within sight of the bore machine operator, all power providing any movement to stems shall be disengaged and the stems at the boring rig shall be locked down. Power shall only be reinstated after the item being attached to the stem is securely connected and all personnel are clear of moving components.

2.3.14. Contractor shall have the full responsibility to ensure tie-ins and duct couplings be made to ensure elevations remain straight as possible and that the duct and conduit couplers provide an airtight seal.

2.3.15. Contractor shall, in his pre-bid survey, determine soil and rock conditions. Soil & rock conditions shall be determined by the Contractor prior to project commencement, and will not be considered for a request for change order.

2.4. BRIDGE & TUNNEL ATTACHMENT INSTALLATION

2.4.1. Contractor shall furnish and install hangers and hardware for the attachment of the duct or conduit to bridges and tunnel walls. Hangers and hardware shall be as shown on the Contract Drawings. All hardware shall be hot dipped galvanized after manufacture.

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- 2.4.2. Conduit used for bridge and tunnel attachments shall be bulletproof FRE or GRS pipe. Conduit shall be supported at intervals shown on the Contract Drawings while not exceeding ten feet (10') separation between hangers. At no time shall Contractor install the conduit or hardware to be the lowest point on the bridge.
- 2.4.3. Contractor shall furnish and install expansion joints at all structure joints and other locations as indicated on Contract Drawings. At no time shall spacing of expansion joints exceed one hundred linear feet (100') of duct.
- 2.4.4. All nuts shall be tightened with a torque wrench to the appropriate pressure. Contractor shall double nut all hanger bolts. All nuts shall be placed with "Lock-tite" or an approved equal locking compound.
- 2.4.5. Installation and materials shall be in accordance with the Jurisdictional Authorities. Contractor shall perform the work in such a manner to avoid disrupting vehicular or pedestrian traffic unless approved in writing by the Jurisdictional Authorities and Company.
- 2.4.6. Contractor shall install pull boxes as shown on the Contract Drawings. Pull boxes shall be independently supported so as to not rely on the conduit for support.
- 2.4.7. Contractor (as required on Contract Drawings) shall perform cores of the bridge abutment walls or tunnel walls. Contractor shall be sure to sweep conduit gradually for all transitions to buried conduits. Steel conduit shall be maintained until the desired depth is achieved for the transition.
- 2.4.8. All conduit bends shall have a minimum 36" bending radius. Variations shall be approved by the Company Project Manager.
- 2.5. BUILDING RISERS
- 2.5.1. Building risers shall include all conduits, pull boxes, attachment hardware, mounting hardware, wall penetrations and floor penetrations.
- 2.5.2. Pullboxes shall be designed to be self-supportive and not rely on the conduit for stability.

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- 2.5.3. All conduit bends shall have a minimum 36" bending radius. Variations shall be approved by the Company Project Manager.
- 2.5.4. Building owner or management must approve all work in advance including wall, ceiling, roof and/or floor penetrations.
- 2.5.5. Contractor shall ensure all building penetrations are free and clear of utilities such as water, sewer, gas, electrical and steam lines and that the penetration does not compromise the structural integrity of the building.
- 2.5.6. Contractor shall follow and perform fire proofing of all foundation, wall, ceiling and floor penetrations as required by the building owner, local and national codes or other Jurisdictional Authorities.
- 2.6. RODDING, ROPING AND INNERDUCT INSTALLATION
- 2.6.1. Contractor shall determine the integrity of existing sections of conduit prior to installation of any pull line. Contractor shall proof the existing conduit run as per Section 2.9, Proofing Duct.
- 2.6.2. Contractor shall use a variable length rodder to physically "rod" the existing conduit or innerduct or use an air blown missile/carrier to install a jet line or mule tape and then pull back an appropriately sized mandrel to proof the conduit or inner duct. This activity will determine whether or not the conduit run is continuous or whether collapsed or damaged conduits exist. Should damaged conduit be found, Contractor shall contact Company's representative to determine a course of action.
- 2.6.3. Once a determination has been made that the conduit run is successful, Contractor shall "rope" the existing conduit run with a pull line or mule tape as instructed by Company.
- 2.6.4. Proofed and/or verified conduits shall have innerducts placed within them as directed by Company. Contractor shall use swivels any time innerduct is being installed to prevent twisting of the duct.
- 2.6.5. Contractor shall apply Company approved lubricant as required during the innerduct installation process.
- 2.6.6. Contractor shall ensure breakaway tension of the winch is within the specifications of the innerduct manufacturer.

- 2.6.7. Once innerduct is installed, all innerducts shall be proofed as per Section 2.9, Proofing Duct as directed by Company.
- 2.6.8. Each innerduct shall have a pull line or other pull rope installed as directed by Company.
- 2.6.9. Contractor shall install a blank duct plug to each innerduct end, making sure to tie-off all pull lines.
- 2.6.10. Contractor shall use caution through the entire rodding, roping and innerduct installation process to avoid damaging any existing conduits, innerducts, cables, or other previously existing plant.
- 2.6.11. Contractor shall prepare, and furnish to Company, butterfly drawings of manhole system showing Company duct and overall layout of ducts in the manhole.

2.7. MANHOLE INSTALLATION

- 2.7.1. The Contractor shall install manholes at locations as shown on the Construction Drawings and as approved by Company. The Contractor shall install manholes to the specifications of the manufacturer as depicted on the typical drawings and any applicable Jurisdictional Authorities' specifications.
- 2.7.2. Contractor shall place the manholes on a minimum twelve-inch (12") thick bed of crushed stone, bed material shall consist of clean three quarter inch (3/4") crushed stone placed on filter fabric extending a minimum of 6" past the perimeter. The ducts shall enter and leave manholes exactly opposite each other. Frames and covers shall be installed to match existing grade unless otherwise noted and shall be shimmed using precast or steel grade rings.
- 2.7.3. Manholes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one-inch (1") of drop to twelve inches (12") of grade.
- 2.7.4. Contractor shall not use material less than five thousand pounds per square inch (5,000 PSI) in density to shim frames and covers or as necessary to maintain the load rating on the manholes.

- 2.7.5. All manhole penetrations shall be sealed with a non-shrink grout. All conduit and duct ends shall be sealed with duct plugs/caps. Large diameter ducts shall be trimmed neatly inside the manhole. For PVC conduit installation, conduits shall be flush to the interior manhole wall and beveled conduit terminators installed on the conduit. During installation of HDPE conduits, conduits shall extend 12" into the manhole as directed by Company.
- 2.7.6. Contractor shall install racks, hooks, and appurtenances in manholes as per the manufacturer's recommendations, contract documents and/or typicals.

2.8. HANDHOLE INSTALLATION

- 2.8.1. Contractor shall install handholes at locations as shown on the Contract Drawings and/or as approved by Company. The Contractor shall install handholes to the specifications as depicted on the typical drawings and/or manufacturer's specifications.
- 2.8.2. Contractor shall place the handholes on a minimum six inch (6") thick bed of crushed stone. Bed material shall consist of clean three quarter inch (3/4") crushed stone that extends a minimum of 6" beyond the perimeter of the handhole. Contractor shall place a rodent-proof mesh on top of the rock bedding (extending past the handhole perimeter a minimum of 6").
- 2.8.3. Handholes shall be placed so that the lid sits flush with the existing grade.
- 2.8.4. Handholes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one-inch (1") of drop to twelve inches (12") of grade.
- 2.8.5. All conduit and duct ends shall be sealed with Contractor supplied duct plugs/caps. For PVC conduit installation, conduits shall be flush to the interior handhole wall. During installation of HDPE conduits, conduits shall extend a minimum of 6" into the handhole above the rock base with a gradual sweep.
- 2.8.6. Contractor shall install racks, hooks, and appurtenances on handholes as per the manufacturer's recommendations in accordance with the Contract Drawings, manufacturer's specifications and per Company representative.

2.9. PROOFING DUCT

- 2.9.1. The integrity of the conduit and duct system shall be tested for continuity by use of a mandrel. Mandrels shall be approximately six inches (6") long with a diameter equal to eighty-five percent (85%) of the nominal duct inside diameter. Each end of the mandrel shall be fashioned with rubber washers. The mandrel enables Contractor to ensure continuity from point to point as well as delineating any deficiencies (e.g., kinks, separations) in the conduit/duct system.
- 2.9.2. All proof testing will be performed after the trench has been properly backfilled and compacted. Contractor shall purge the duct prior to testing to remove any accumulated debris (e.g., rocks, soil) and/or water. Contractor shall provide 24 hours' notice to Company prior to proofing.
- 2.9.3. Contractor will proof each duct by pulling or jetting the mandrel through the duct from one access point (handhole or manhole) to the next access point. Contractor will repair any deficiencies in the conduit/duct system detected by the testing process. Once the deficiency has been repaired, Contractor will re-perform the testing process until the section passes proofing. Contractor shall record wall to wall distances per Section 1.6.1 Red Line Drawings.
- 2.9.4. Contractor will be REQUIRED to place a secure protective sleeve on the ends of the conduit or innerduct to stop the mandrel at the exit point of the mandrel in the manholes or handholes while proofing.
- 2.9.5. Upon completion of the proofing process and mule tape/Jet-line installation, all ducts shall be plugged with duct plugs/leans and mule tape/Jet-line shall be tied off. Once cable has been installed, a simplex duct plug shall be installed.
- 2.10. ROUTE MARKERS
- 2.10.1. Contractor shall install cable route markers as required by Company. Contractor shall exercise special caution to locate the cable route markers to avoid interference with the warning tape, conduit, manhole/handhole lids and any other existing facilities. The Contractor shall install marker post location stations at all fiber optic splice and mid-sheath cable openings.
- 2.11. CORING
- 2.11.1. Contractor shall perform all cores into abutments, tunnel walls, manholes, handholes, and vaults by utilizing a core drill with a core type bit. Contractor shall drill a pilot hole prior to performing the core to verify the

core's location. Contractor shall core a hole that is not more than one half inch (1/2") greater than the outside diameter of the conduit that is being placed through the core. Contractor shall seal the core utilizing a non-shrink grout. In addition, Contractor shall adhere to the specifications imposed by the Jurisdictional Authorities and owner of the facility being cored into.

2.11.2. Contractor shall perform all cores into buildings by utilizing a core drill with a core type bit. Contractor shall drill a pilot hole prior to performing the core to verify the core's location. Contractor shall core a hole that is not more than two inches (2") greater than the outside diameter of the conduit that is being place through the core. Contractor shall furnish and install a link seal on both ends of the core and tighten in a criss-cross fashion. In addition, Contractor shall adhere to the specifications imposed by the Jurisdictional Authority and owner of the facility being cored into.

2.11.3. As required by facility owners, Jurisdictional Authorities, or as requested by Company, Contractor shall perform an x-ray of the facility to check for stress members prior to coring or drilling into. Contractor shall make adjustments to the core location to avoid all such stress members.

2.11.4. Contractor shall stub out conduit according to Company's Building Entrance Drawings and/or National Electric Codes.

2.11.5. All clean-up is the responsibility of the Contractor and to the satisfaction of Company and facility owner.

2.12. UNDERGROUND FIBER OPTIC CABLE INSTALLATION


2.12.1. Contractor shall install fiber optic cable in the conduit system as specified in the Work, on the Construction Drawings, and in accordance with Company's specifications and the manufacturer's recommendations.

2.12.2. Each reel of fiber optic cable will be tested at the factory. The Contractor may, at their discretion, reel test the fiber cable prior to receipt. Contractor assumes responsibility of the fiber cable upon receipt, until full completion and acceptance of the work by Company.

2.12.3. Contractor has the option to blow, jet, or pull the fiber optic cable for installation. Should Contractor choose to install the cable by pulling, Contractor shall be responsible for furnishing and installing pull rope. Contractor shall, to the best of their ability, install the fiber optic cable in the

most consistent manner throughout the duct system. This shall include (but is not limited to) installation within the same color or location of duct.

- 2.12.4. Contractor is responsible for the protection of fiber optic cable until final completion of work and acceptance by Company of the installed, spliced and tested cable from the Contractor. This includes, but is not limited to, storage of the cable prior to installation, overnight protection because the entire cable was not installed prior to stopping work for the day, and during any transportation.
- 2.12.5. Contractor shall leave slack coils as shown on the Contract Drawings and/or as directed by Company's field representative. Cable slack coils shall have a radius recommended by the manufacturer. Contractor shall leave cable slack coiled in handholes and manholes shown on the Construction Drawings or as specified by Company's field representative. All cable slack shall be neatly coiled.
- 2.12.6. The Contractor shall rack all slack coils to the handhole or manhole racking where applicable. Where racking is not installed, Contractor will neatly store slack coils where they will not be damaged by lid closures or personnel entering or working in manhole/handhole. Cable shall be identified in each manhole/handhole utilizing the Company supplied cable tags. Contractor shall label all cable tags with a permanent marker. Labels shall include the count of fiber and any requested Company information.
- 2.12.7. Contractor shall furnish and install simplex style duct plugs upon cable installation at all duct ends. Duct plugs shall be installed to ensure watertight seal between the cable and the conduit.
- 2.12.8. Contractor shall avoid bends of small radius and twists that may damage the fiber optic cable. During installation, Contractor shall not bend cable in a radius less than manufacturer's recommendations. Contractor shall utilize pulleys, sheaves, radius wheels, or other devices to meet this requirement.
- 2.12.9. Contractor shall not install the cable with more than six hundred (600) pounds of dynamic tension and shall use a breakaway swivel. Contractor shall use safeguards such as adjustable slip clutch capstan winches or pulling dynamometers. Contractor shall be responsible for proving that all safeguards have been calibrated and demonstrate their functionality.



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- 2.12.10. Contractor shall utilize cable lubrication to reduce pulling tension using Polywater, or Company approved equal.
- 2.12.11. Contractor shall install the cable into the conduit system without splices in the fiber optic cable except where noted on the Construction Drawings.
- 2.12.12. Any and all damages to the cable caused by or discovered by Contractor shall be immediately reported to Company's field representative. Upon notification, Company will instruct Contractor as to action necessary for cable repair or replacement.
- 2.12.13. Contractor shall dispose of all reels in an appropriate manner. Any unused cable shall be returned to Company as directed by Company's field representative. Contractor shall properly dispose of any cable determined to be "unusable" by the Company field representative.
- 2.12.14. No figure eight (8) machines shall be used to place fiber optic cable.
- 2.12.15. Contractor shall produce redline drawings of the installed fiber optic cable and submit them to Company on a weekly basis or as required by the Contract Documents.
- 2.12.16. Fiber tags shall be placed at every manhole and handhole and on each side of all splice enclosures

2.13. AERIAL FIBER OPTIC CABLE INSTALLATION

- 2.13.1. Contractor shall install fiber optic cable as specified on the Contract Drawings. Contractor shall install fiber optic cable in accordance with Company's specifications and the manufacturer's recommendations. The work shall be performed in accordance with Bell Core standards and the standards of all Jurisdictional Authorities and facility/ property owners.
- 2.13.2. Each reel of fiber optic cable will be tested at the factory. The Contractor may, at their discretion, reel test the fiber cable prior to receipt. Contractor assumes responsibility of the fiber cable upon receipt, until full completion and acceptance of the work by Company.
- 2.13.3. Fiber tags shall be placed at every pole and on each side of all splice enclosures.

- 2.13.4. There shall be strand continuity throughout the system. Contractor shall ground and bond the suspension strand per the following requirements. Suspension strand shall be grounded and bonded at all dead end poles, double dead end poles, every 2,500 feet, riser locations and at splice locations. All guys shall be bonded together and to the suspension strand at angle poles, dead end pole and double dead end poles. The suspension strand shall be grounded to the pole ground at all bonding locations. A bimetallic aluminum to copper (ALC) connector shall be used to bond the bare solid number 6 copper wire to the strand. The bare number 6 copper wire shall be bonded to the power pole vertical ground wire using a brass split bolt connector. Strand to strand bonds shall be accomplished using a separate bond clamp and #6 copper bond, (i.e. double framed poles).
- 2.13.5. Anchors and guy wires shall be installed prior to the installation and tensioning of the suspension strand.
- 2.13.6. Guy strand size shall be the same as the supporting strand when the guy has a lead over height ratio of $\frac{1}{2}$ or better. 6.6M EHS strand shall be utilized for sidewalk anchors and at locations where the lead over height ratio is less than $\frac{1}{2}$.
- 2.13.7. Downguys shall be attached to standard pole line hardware and anchor rods using a preform dead end, two bolt clamp for 6.6M strand or strand vice.
- 2.13.8. Auxiliary eye anchor rod attachments shall not be used unless specifically approved by the host utility and included in the Pole Attachment Agreement provisions. Installations of new anchor rods are required at all guy locations. Anchor rods shall not protrude more than twelve (12) inches.
- 2.13.9. Contractor shall install guy guards (shields) on all down guys.
- 2.13.10. Metal, wood or fiberglass standoff arms may be used to clear obstructions or to maintain in-line alignment of the suspension strand if approved by the pole owner and/or Jurisdictional Authority.
- 2.13.11. Fiber optic cable shall be smoothly installed using double lashing to strand. Loose lashing or excessive twisting or weaving of cable around messenger shall be cause for rejection.

- 2.13.12. Cable shall not be pulled with more than 600 lbs. of dynamic tension. Safeguards, such as break-away swivels, adjustable slip-clutch capstan winches, or pulling dynamometers shall be used.
- 2.13.13. Cable rollers shall be placed every fifty (50) feet, or closer where required, to protect the cable and property and to assure proper clearance over driveways and streets. Special corner cable rollers shall be used for pulling cable around any corner.
- 2.13.14. Bends of small radii and twists that may damage the fiber optic cable shall be avoided. During cable placement, cable shall not be bent in a radius less than cable manufacturer's recommendation of the cable. Pulleys, sheaves or radius wheels shall be used to meet this requirement.
- 2.13.15. Cable shall not be pulled at greater than 180 degrees of cable bend per pull.
- 2.13.16. Lashing wire shall be terminated with a lashing wire clamp on each side of every pole. The lashing wire shall be wrapped two times around the strand before terminating in the lashing wire clamp. The lashing wire shall be placed between the two washers and shall be wrapped no more than 1/2 turn. The lashing wire must not cross itself under the washers. When the lashing wire is securely fixed, the end of the lashing wire shall not be exposed. When double lashing, Contractor shall not place both lashing wires under the same washer.
- 2.13.17. At each pole, the cable and strand shall be separated by cable support and spacers. A minimum of two (2) straps and two (2) spacers shall be used equidistant from each side of the pole.
- 2.13.18. For each reel of fiber optic cable placed, the location of slack loops shall be at 3,000 feet intervals and at Company designated riser locations or Company project manager discretion. Each reel will be utilized completely for each section unless directed otherwise by Company. The length of slack loops shall be 100 linear feet using a "snowshoe" storage system. Slack loops shall be located as far from the pole as possible (with a minimum of 4 linear feet) and installed as shown in the Contract Drawings. Slack coils shall not be placed on the pole. Contractor shall not coil the cable on the pole. Contractor shall not exceed the recommended bend radii in the slack loop.

2.13.19. Company supplied fiber warning tags will be placed at each pole.

2.14. FIBER OPTIC SPLICING

2.14.1. Splicing of fiber optic cable shall only occur at locations indicated on the Contract Drawings or as approved by Company or as indicated on Company supplied splice assignment sheets.

2.14.2. Contractor shall splice all fibers in accordance with and as designated in the splice assignment sheets provided by Company. Contractor shall splice the fiber optic cable in accordance with Company's specifications and the manufacturer's recommendations.

2.14.3. Contractor shall confirm, prior to splicing, that the information indicated by the Company provided splice assignment sheets are correct and consistent with what the Contractor actually encounters in the field. (Therefore, if the Contractor is working on a fiber cable and has been informed by Company that its composition is of mixed fiber types; the Contractor must confirm this composition and the sequencing by visual inspection prior to splicing. If any information is absent or incorrect on the splice drawings, it is the Contractor's responsibility to notify Company and obtain the correct information.)

2.14.4. Contractor shall provide splicing equipment that is in good, clean working condition. Contractor shall calibrate the splicing equipment as recommended by the manufacturer. All splicing equipment should be modern, use the "core alignment" method to align fibers to be spliced and meet current GR196 (issue 2) splicing standards. Company reserves the right to inspect the splicing equipment and to request the Contractor to calibrate and/or clean the equipment upon inspection.

2.14.5. All fibers are to be fusion spliced and organized, placed and secured in the splice enclosure equipment provided by Company. Mass fusion splicing shall only be utilized on ribbon fiber cables. Where applicable, a heat oven shall be used to heat shrink all sleeves. A heat gun that is hand applied shall not be permitted. Contractor shall prevent damage to exposed fibers by overheating. Contractor shall not remove coating beyond the areas that will be covered by the heat shrink sleeves.

2.14.6. If splicing on or around active fibers is required, Contractor shall exercise special care and precautions. If a fiber/ribbon must be cut as part of the

Work, Contractor shall check the fiber(s) with a fiber traffic identifier to confirm that the fibers do not have live traffic. Contractor shall not cut any fiber(s) without prior written authorization by Company. A Company field representative must be present whenever splicing is being performed on or near active fibers. Additionally, the Contractor shall have on site, all necessary materials to make temporary and permanent repairs to any active fibers that may be damaged during the course of the work.

- 2.14.7. All splicing shall be monitored by use of the splicing equipment's integrated local injection and detection or core alignment system.
- 2.14.8. Splice data shall be recorded during the fusion splicing and shall include time of day, weather conditions including temperature and humidity, equipment used, and all other pertinent splicing information.
- 2.14.9. Within each splice enclosure, Contractor shall use a label maker to clearly print and identify each tray with the corresponding fibers and/or buffer tubes contained therein.
- 2.14.10. Contractor shall bond and/or ground splice enclosures per Company's and the Manufacturer's recommendations.

2.15. FIBER OPTIC TESTING

- 2.15.1. The Contractor will supply a direct download and PDF of OTDR traces with no splice event great than .2 db unless approved in writing by Company Project Manager. Company will also require power meter readings at the terminal between the ranges of -17 to -21.

2.16. GROUNDING AND BONDING

- 2.16.1. Contractor shall perform bonding and grounding of all armored cables as depicted in the typical drawings. All bonding and grounding shall be performed in accordance with the splice case manufacturer's specifications.
- 2.16.2. All bonds shall be clean and free of debris and sealed within the splice closure.

2.16.3. Ground rods shall be placed at all splice locations. The ground rod furnished by Contractor shall be five-eighths inch (5/8") diameter and eight feet (8') long copper clad and installed to leave eight inches (8") exposed inside the manhole or handhole. Contractor shall install a #6 AWG jacketed solid copper wire from the ground rod to the splice closure attached via mechanical clamps.

3.0 SAFETY

- 3.1. Safety is the foremost concern during progress of the Work. If Company discovers any Contractor performing an unsafe act or operation, Company may notify Contractor to stop work until the unsafe act or operation is corrected. In addition to all other rights and remedies Company has, if unsafe acts or operations occur, Company reserves the right to terminate the Agreement. This project encompasses areas that may include both public and private right-of-way. Therefore, in addition to the workers, consideration must also be made for the general public and for private property.
- 3.2. Guidelines for health, safety and traffic control standards have been established by various agencies. Contractor shall comply with all Health, Safety and Traffic Control standards and procedures as required by the Jurisdictional Authorities and regulations as applicable.
- 3.3. Manhole safety procedures, including testing, monitoring and controlling manhole atmosphere and installing proper manhole barricading, shall be required when accessing manholes to perform work under this Agreement.
- 3.4. Any personal injury to Contractor's employees or agents engaged in work under this Agreement, which requires the services of a medical technician, physician or hospitalization, shall be reported immediately to a Company field representative. Contractor shall also report immediately to Company any injury to other person(s) in which circumstances may concern Company.
- 3.5. Weekly Safety Meetings shall be conducted by Contractor and attended by all Contractor field personnel and Company field representative(s). The past week and anticipated hazards shall be discussed, with preventive measures outlined.
- 3.6. All personnel in construction areas shall wear hard hats and reflective vests at all times. NO EXCEPTIONS. Appropriate clothing and footwear shall be worn at all times. Clothing with offensive or objectionable printing shall not be permitted.

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- 3.7. Traffic cones, barricades, police details, flaggers, warning signs shall be inspected each day at each site.
 - 3.8. In areas that the Contractor is required to place shoring per OSHA specifications, the Contractor shall have a competent person design the protection and shall incur all cost associated with protection of the site.
 - 3.9. Under no circumstances shall pedestrian traffic be routed or rerouted onto the Roadway or in an area where vehicular traffic is present.
 - 3.10. Explosives shall not be used by Contractor under any circumstances.
 - 3.11. The presence and/or use of alcohol, illegal substances or any other substances that may adversely affect the performance of individuals are strictly forbidden on every Company project.

EXHIBIT C
MATERIAL HANDLING PLAN

CONTRACTOR MATERIAL HANDLING PLAN

1.0 OBJECTIVE

The objective of the Contractor Material Handling Plan (CMP) is to clarify the responsibilities of the Contractor as they relate to the acceptance, inventory, handling and requisition of materials associated with Master Contractor Agreements with Company. **Under no circumstances shall any Contractor proceed with operating procedures other than those listed below.**

2.0 ACCEPTANCE

All direct-shipped material shall be received by the Contractor at a secure material storage area. Proper protection shall be provided for materials/equipment requiring shelter from moisture, temperature, humidity, etc....

Contractor shall provide equipment for unloading of Company supplied materials shipped directly from manufacturer or distribution agent. The cost of this facility and equipment shall be included in the Contractors unit or lump sum pricing.

No material shall be accepted that is in sub-standard condition. Any material accepted by the Contractor with visual damage shall be the responsibility of the Contractor. Contractor shall accept material, verify proper condition, quality and quantity on behalf of Company and sign and forward the Bill of Lading (BOL) to the Company representative. Under no circumstances shall a Contractor accept material without a Bill of Lading indicating the purchase order number.

In the event the Contractor receives material with concealed damage, the Company representative must be notified within seventy two (72) hours of receipt of the damaged goods as the shipping company will not accept claims for concealed damage after a five (5) day time frame has elapsed.

When material is damaged to the extent of being unacceptable at the point of delivery, this material should be **REFUSED** and the Company representative notified immediately. The following information shall be made available to the Company representative:

- Company name of the truck line or agency attempting delivery
- BOL number assigned to the material being refused
- Purchase Order number for the material being refused
- Detailed description and quantity of items being refused
- Pictures must be taken showing the extent of all damage and forwarded to the Company representative for claims documentation

Should a driver not allow for the acceptance of only partial shipment, it is acceptable to take possession of the entire shipment, including the damaged materials. This condition should be

CONTRACTOR MATERIAL HANDLING PLAN

noted on the BOL so the damaged materials may be returned to the place of origin. All BOL shall be signed using first and last name and the entry shall be dated.

3.0 INVENTORY

Contractor shall maintain a current inventory list of all Company supplied materials. The inventory list shall be used to determine the quantity of outstanding items the Contractor is yet to receive and quantity used to date. One specific person should have authorization to accept material and be responsible for the inventory process. The Contractor will be held responsible for the replacement of all missing or lost material that they have accepted, inventoried and stored. At the discretion of Company an inventory may be requested at any time. Contractor shall maintain a database of information including, but not limited to, the following:

- Quantity of material received to date (from suppliers)
- Quantity of material dispersed to date (to the field)
- Current quantity available for disbursement
- Inventory (by location) of all received materials.
- Integrate packing slip details with the site material list and keep Metronet advised on which items are on back order.

The Contractor is required to:

- Ensure all signed packing slips are given to the Metronet representative.
- Store in a secure location and release all inventoried materials as required for installation.
- Have at his/her disposal a Digital camera to record, as necessary, any situation of which Metronet would require notification and documentation on.
- Provide documentation to Company that materials being returned to vendor or distribution agent under a return authorization have in fact been returned to the vendor per instructions within the RA's.

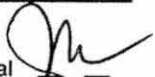
All Company supplied materials must be inventoried with the exception of the following consumable materials:

- Fiber Tags
- Duct Couplers and Plugs
- Warning Tape
-

Should the quantity of items required to complete the project differ significantly from the allocated items by Company, additional items may be obtained as outlined in Section 5.0, below.

All packing lists and/or BOL's for materials shall be signed and dated by the person responsible for the inventory of materials. On a weekly basis, all packing slips and/or BOL's shall be transferred to the Company representative.

4.0 HANDLING

Initial 
Initial

CONTRACTOR MATERIAL HANDLING PLAN

Contractor shall supply equipment and labor to safely handle all material, both upon receipt from suppliers as well as for dispersion to the field. Caution shall be used when handling Company supplied materials. Material shall be handled in a safe and professional manner. Extreme care shall be taken not to damage fiber-optic cable, conduit, electronics, and connectors, in addition to all other Company supplied materials.

Should question arise of how to handle, store or transport a specific item, it is the Contractor's responsibility to contact the manufacturer for specific instructions. Under no circumstances shall the Contractor jeopardize the integrity of Company supplied materials with handling, storage or transportation negligence.

Contractor shall maintain a file on site with all applicable Material Safety Data Sheet (MSDS) sheets. Should material be received without the accompanying MSDS sheet, it is the Contractor's responsibility to obtain one.

5.0 REQUISITIONS

Should it be determined that the Contractor requires additional material over and above the quantities allotted by Company for the specific Project, Contractor shall provide written documentation specifying the just cause for additional materials.

Under no circumstances shall a Contractor purchase materials on behalf of Company, unless mutually agreed upon in writing. In the event additional materials are required, Contractor shall notify the Company representative. All purchases shall be made by Company. Once an order has been generated, the Contractor shall be notified of the PO number, as well as delivery terms, for acceptance of the newly ordered materials.

6.0 MATERIAL RETURNS

All materials being returned to a vendor or other supplier must have prior authorization before the return is made. All requests for returns, such as a repair and return (R&R); a return authorization (RA); or a return material authorization (RMA); must be coordinated through the Company. The only exception to this is when the delivery was initially refused from the truck line due to unacceptable damage.

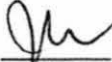
R&R is required when:

- Damage has occurred to an item while being installed.
- Warranty repairs are needed.

RA / RMA is required when:

- Incorrect materials were shipped and accepted.
- Exchange required for material received with concealed damage.
- Need to return excess material at the end of a job.

Materials should be returned to the vendor within seven to ten working days of the return authorizations being received in the field. Materials may not be added or deleted from an existing

Initial 
 Initial

CONTRACTOR MATERIAL HANDLING PLAN

RA, RMA, or R&R without vendor authorization. Any modification to an existing RA, RMA, or R&R must be coordinated through Company.

CANCELLATION OF RA OR RMA:

When a determination is made to use material previously assigned to a RA or RMA number, Company shall be notified in writing before the material is used. This notification shall include the following details:

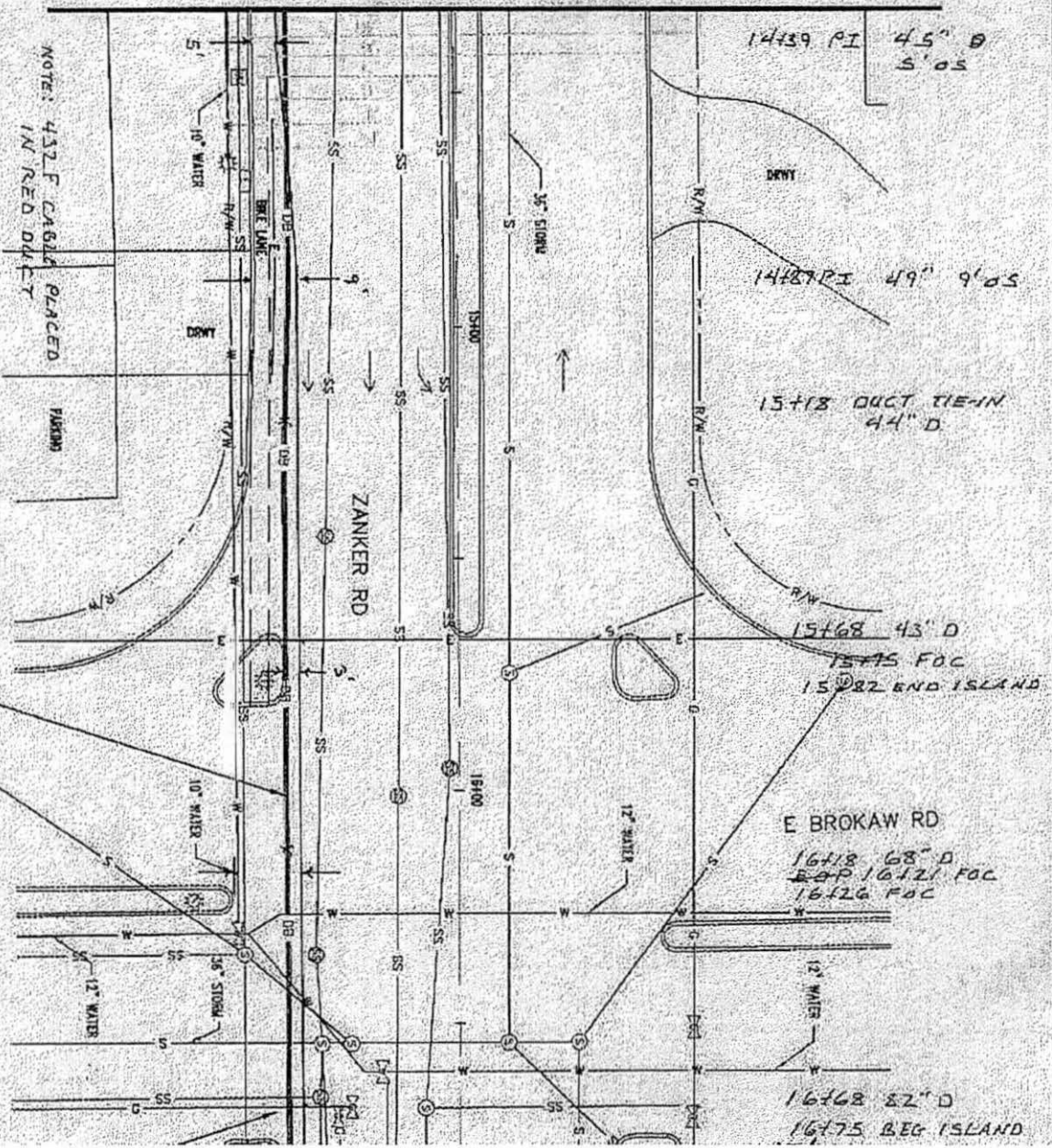
- How and where the material will be utilized.
- The assigned RA number and the vendor name the material was being returned to.
- The purchase order number the material was purchased on.

Company will in turn notify the vendor of all cancelled returns.

EXHIBIT D
SAMPLE RED-LINE DRAWINGS

Sample Redline Drawing

SEE SHEET 09 STA 14+32



NOTE: 432' F CABLE PLACED IN RED DUCT

STA 14+52 TO STA 18+28
DIRECTIONAL BORE 396'
PULL(4-1.5" + 1-2" HDPE) 396'

14+45 WTR WKR 0/S 3'
14+65 ST LOT 0/S 3'
14+68 ST LOT BOX 0/S 1'

14+83 BEGN DWTY
15+10 END DWTY
15+18 DATE

15+45 SS MH 0/S 15'
15+67 END ISLAND
15+74 FOC
15+76 TPC LOT 0/S 3'
15+81 END ROKE LAKE

15+93 ST MH 0/S 60'
15+95 SS MH 0/S 43'
16+01 ST MH 0/S 31'

16+20 FOC
16+23 TPC LOT 0/S 12'
16+26 FOC
16+31 WTR VLV 0/S 2'
16+33 SS MH 0/S 13'
16+35 ST MH 0/S 2'

16+54 ST MH 0/S 13'
16+54 ST MH 0/S 21'
16+80 WTR VLV 0/S 27'
16+83 SS MH 0/S 14'

DIRECTIONAL BORE

DIRECTIONAL BORE

86

236

Drawn by:	Checked by:	DATE:	REVISION STATUS:
DATE OF DRAWING:	DATE:	BY:	OCCUPATIONAL:
DATE OF REVISION:	DATE:	BY:	OCCUPATIONAL:
DATE:	DATE:	BY:	OCCUPATIONAL:

K.O.M. REFERENCE
CITY OF SAH JODD
STORM DRAIN SYSTEMS

Approved for construction by:
DATE: _____
DATE: _____
DATE: _____
DATE: _____

EXHIBIT E
SAMPLE FORMS

PARTIAL WAIVER OF LIEN

Agreement No.: _____

Work Order No.: _____

STATE OF: _____)

COUNTY OF: _____)

The undersigned is a general contractor, sub-contractor, materialman, or other person or entity furnishing services, labor, equipment, appliances, machinery or material in construction, repair and/or replacement of improvements upon real and/or personal property owned by:

OWNER NAME: Metronet Technologies, LLC, Metro Fibernet, LLC and/or affiliates

PROPERTY LOCATED IN: _____ County, State of _____

OWNER ADDRESS: 3701 Communications Way, Evansville, IN 47715

IN CONSIDERATION of the sum of \$ _____ (the "Consideration") the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive, release, discharge and quit-claim in favor of the Owner and the lender or lenders or their assigns, all rights that the undersigned may now have, for services, labor, equipment, appliances, machinery or materials furnished to and including the date hereof, to a lien upon or claim against the land, improvements or other real and/or personal property of Owner; and the undersigned does warrant that the undersigned has not and will not assign any claim for payment nor any right to perfect a lien against said property, and that the undersigned has the right and is duly authorized to execute this waiver and release of lien on behalf of _____.

The undersigned further warrants that no chattel mortgage, conditional sale contract, retention of title agreement or mechanics or materialman's lien, has been given or executed by the undersigned, or any of its subcontractors or suppliers, for or in connection with any materials, equipment, appliances, or machinery placed or installed upon said property whether permanently affixed or attached to the freehold or not, which has not been released.

The undersigned further warrants that all employees, laborers, materialman, suppliers and subcontractors employed, engaged or utilized by the undersigned in connection with the property or work performed by the undersigned for the Owner and all bills currently due for labor, materials, equipment, appliances, supplies and taxes furnished by others to the undersigned in connection with the property or worked performed by the undersigned for the Owner have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned in connection with labor, materials, equipment, appliances, supplies and taxes and its work on the property or for the Owner.

The undersigned further agrees that making and receipt of payment and execution of this Waiver of Lien shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

This release shall become effective immediately and without further action upon payment by Owner of the Consideration.

In witness whereof, on behalf of the undersigned, with full authority, I have executed this Waiver of Lien.

BY: _____

NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME, this day _____ day of _____, 20_____.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
1393705 CONTRACTOR'S COMPANY NAME
STREET ADDRESS
CITY, STATE, ZIP CODE
(EXACTLY AS APPEARS ON CONTRACT)

COVERAGES CERTIFICATE NUMBER: 13384199 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	N/A			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
METRONET TECHNOLOGIES, LLC, METRO FIBERNET, LLC AND AFFILIATES ARE AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER 13384199 METRONET TECHNOLOGIES, LLC 3701 COMMUNICATIONS WAY EVANSVILLE IN 47715	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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MASTER CONTRACTOR AGREEMENT

This Master Contractor Agreement (the "Agreement"), executed this 20th day of August, 2018, ("Effective Date") by and between

MZAR Communications Inc.
6260 Westpark Drive, Suite 245
Houston, Texas 77057
Telephone: 281-616-1503
Federal Tax I.D. # 83-1208830

(hereinafter, "Contractor"), and

Metronet Technologies, LLC
3701 Communications Way
Evansville, IN 47715
Attn: Vice President of Controls

(hereinafter, "Company")

WHEREAS, Company is engaged in the business of providing telecommunication services and intends to obtain services for the design, engineering, procurement, construction, and relocation of various telecommunications network projects within the United States (hereinafter referred to as "Project"); and

WHEREAS, Contractor, operating as an independent contractor, is engaged in the business of design, engineering, procurement, construction, and/or relocation of various telecommunications network projects and desires to provide such services to Company for a portion of the Project; and

WHEREAS, each scope of work shall be set forth in a Work Order ("Work Order") in a form substantially similar to the one attached hereto as Attachment A; and

WHEREAS, Company and Contractor desire to establish the general terms and conditions under which the Work will be performed by Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and other consideration contained herein, the Contractor and Company hereto agree as follows:

SECTION 1. CONTRACTOR SERVICES; TERM. Contractor, operating as an independent contractor, shall provide and furnish, as required by Company, all labor, supervision, equipment, materials and expertise and do all things necessary for the proper performance of the Work as described in a Work Order. Each Work Order shall contain detailed description of the services and materials to be provided by the Contractor ("Scope of Work" or "Work"), the work order price (the "Work Order Price"), project schedule (the "Project Schedule"), and any bonding requirements. Each Work Order and its' respective Scope of Work stands alone, and serves as the complete, integrated agreement for the services order under it, and replaces all other oral or written communications regarding those services, except as set forth in this Agreement. Contractor agrees to prosecute the Work in accordance with the terms and conditions this Agreement and other Contract Documents (as defined below).

Contractor will perform the Work in a high quality, professional, timely and workmanlike manner. Materials furnished but not installed by Contractor shall be delivered F.O.B. job site unless otherwise specified in writing by Company.

The initial term of this Agreement shall be for three (3) years commencing on the Effective Date. After the initial term, this Agreement shall automatically renew from year to year under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless (i) either party terminates this Agreement by giving the other party written notice of termination at least thirty (30) days

prior to the end of the initial term or renewal term or (ii) this Agreement is earlier terminated pursuant to the terms of this Agreement. Notwithstanding any other provision of this Agreement or any Work Order, the Company may terminate this Agreement and/or any Work Order at any time with or without cause on three (3) days written notice to Contractor. Notwithstanding any such termination, this Agreement shall remain in full force and effect, and shall continue to govern, with respect to any then-existing Work Order for so long as such Work Order is in effect.

SECTION 2. CONTRACT DOCUMENTS. The "Contract Documents" (and each a "Contract Document") shall mean and consist of:

- (a) This Agreement;
- (b) Any executed Work Order;
- (c) Exhibit A-(Supplementary Terms and Conditions);
- (d) Exhibit B (Project Specifications)
- (e) Any other Exhibit or attachment referenced herein or attached hereto; and
- (f) Company's duly executed Notice to Proceed.

In the event of a conflict between one or more provisions of the Contract Documents, including the method and manner of performance, the most stringent provisions, as reasonably determined by Company, will govern. In resolving any other conflict, the Contract Documents will be given precedence in the order outlined in this Section (2).

Contractor is responsible for the performance of its subcontractors, employees and agents with respect to the performance of the Contractor's obligations and responsibilities under this Agreement and other Contract Documents.

SECTION 3. PAYMENT.

- (a) As full compensation for the Work and all other obligations to be performed by Contractor under the Contract Documents, Company agrees to pay Contractor the established Work Order Price as further defined in each Work Order, subject to additions and deductions for Changes as set forth below in Section 5. Payment shall be made at the following times and in the following manner:
 - 1) Contractor shall submit to Company an application for payment in a form acceptable to Company ("Application for Payment") detailing that portion of the Work for which payment is being requested. The Application for Payment shall constitute a representation by Contractor that the Work for which payment is requested has been fully and faithfully completed in accordance with the Contract Documents, and that Contractor is entitled to payment of the amount requested. Company shall then evaluate the Application for Payment and either approve the Application for Payment or indicate, in writing to Contractor the reasons for Company's rejection of the Application for Payment. Payment to Contractor under any approved Application for Payment shall not become due Contractor until thirty (30) days after receipt and Company approval of the Application for Payment. Unless otherwise stipulated in a Work Order, Company approval and payment shall not exceed 90% of the amount specified in the Application for Payment. No partial payment to Contractor shall operate as approval or acceptance of Work furnished hereunder. If Contractor fails to issue the Application for payment within 90 days after acceptance of the Work, Company may refuse payment for such Work.
 - 2) Within 15 days of execution of a Work Order, Contractor shall submit to Company a schedule satisfactory to Company, setting forth the value of the various parts of the Work to be performed pursuant to a Work Order ("Schedule of Values"). Company shall not be required to make any payments under the Contract Documents until the Contractor has submitted a reasonably satisfactory Schedule of Values to Company.
 - 3) No payments shall be made unless Contractor has completed the bonding requirements specified in Section fourteen (14) to Company's satisfaction.
- (b) Contractor is responsible for prompt payment to its subcontractors and material suppliers who provided the labor and/or materials for that portion of the Work, in whatever amount the relevant subcontractor or material supplier is entitled under the terms of Contractor's contract with said subcontractor or material supplier. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to its sub-subcontractors and material suppliers in a similar manner.
- (c) Within three (3) business days after Contractor's receipt of payment from Company, Contractor shall deliver to Company full and final releases and waivers of lien, in a form acceptable to Company, for Contractor and its subcontractors, material suppliers and labor suppliers for and with respect to, and to the extent of, the payment so made. Releases and waivers shall include releases and waivers of liens on any property owned by Company, its parent company, affiliated companies, customers and any other person or entity (e.g. utility) upon whose infrastructure or facilities may be utilized for installation work (such infrastructure and facilities, herein after "Infrastructure" and the owners of such Infrastructure, hereinafter collectively "Infrastructure Owners"). Contractor agrees that Company shall have the right to refuse any Application for Payment unless such releases and waivers of lien have been delivered to Company with respect to all prior payments made by Company.
- (d) By submitting an Application for Payment, Contractor warrants that: (1) title to the Work, materials, documents, and equipment covered by the Application for Payment will pass to Company either by incorporation in the construction or upon receipt of payment by Contractor, whichever occurs first; (2) the Work, Infrastructure, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests, or encumbrances or interests of third parties in any way connected to or with the Work; and (3) no Work, materials or equipment covered by an Application for Payment and acquired by Contractor or any other person performing Work at the site are subject to agreements under which an interest therein or lien thereon is retained by the seller or otherwise imposed by Contractor or such other person.
- (e) The remaining ten percent (10%) (or greater percentage if set forth in a Work Order) of the Application for Payment will be retained until all the requirements incident to final payment set forth herein have been satisfied.
- (f) The final payment and amounts retained (remaining percent of the Application for Payment) shall be paid by Company to Contractor within thirty (30) days after the last of the following events to occur: 1) Company's receipt of Contractor's final Application for Payment; 2) Work has been completed, accepted by Company and the Agreement and other Contract Documents have been fully performed; 3) receipt of any and all final lien releases and waivers requested by Company; 4) consent of surety, if any, to final payment; 5) an affidavit that payrolls, bills for material and equipment, and other indebtedness connected with the Project for which Company's or any other Infrastructure Owners' property might be liable have been paid or otherwise satisfied; and 6) if required by Company, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens to the extent and in such form as may be designated by Company.

- (g) In addition to the requirements set forth in this section, and without limitation upon the right of Company to require other documents, it is specifically understood that Application for Payment will not be approved until Contractor has furnished Company with all of the following documents:
- 1) "Red-lined Construction" drawings, maintenance instructions or other documentation required by the Contract Documents or reasonably required by Company;
 - 2) any warranties or guarantees required by the Contract Documents, which warranties and guarantees shall inure to the benefit of Company and its affiliated companies;
 - 3) an affidavit, in a form approved by Company, stating that the Work has been fully completed in compliance with the Contract Documents, that all subcontractors, laborers and material suppliers who supplied the labor and materials for the Work have been paid in full, and that any liens that have been filed have been discharged of record or waived along with documents evidencing discharge or waiver attached;
 - 4) certificate of inspection and approval with respect to the Work that may be required by governmental authorities as a condition for issuance of a certificate of occupancy or certificate of completion for the Project; and
 - 5) notarized releases and waivers of lien from Contractors, subcontractors, material suppliers and all labor suppliers for all labor and material provided in connection with the performance of the Work.
- (h) The making of final payment shall not constitute a waiver of claims by Company, including those arising from (a) unreleased liens; (b) faulty or defective Work; (c) failure of the Work to comply with the requirements of the Contract Documents; or (d) terms of warranties required by the Contract Documents.
- (i) Acceptance of final payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Company as unsettled at the time of approval of the final Application for Payment.
- (j) Notwithstanding any other provision in any Contract Document, in the event of any breach by Contractor of any provision or obligation of any Contract Document, or in the event of the assertion by other parties of any claim or lien against Company, the Infrastructure, Infrastructure Owners or the Project arising out of Contractor's performance of any Contract Document or the performance of any of its subcontractors, Company shall have the right to retain out of any payments due or to become due to Contractor, an amount sufficient to protect Company and its affiliates, and their officers, directors, agents, representatives and employees (collectively the "Company Parties"), in Company's sole discretion, from any and all loss, damage, or expense therefrom, until the Contractor has remedied or resolved the situation to Company's satisfaction.

SECTION 4 TITLE. Title to all Work, materials, documents, and equipment performed and/or provided by Contractor hereunder will pass to and vest in Company or an affiliated company upon the earlier to occur of: (i) incorporation of same into the construction, or (ii) receipt of the relevant payment for same by Contractor. Title to all materials supplied by Company or an affiliated company in accordance with the Contract Documents shall remain in the name of Company or such affiliated company.

SECTION 5. CHANGES. Company may at any time by written order of Company's authorized representative, without notice to Contractor's sureties, and without nullifying this Agreement or any of the Contract Documents, make changes in, additions to and deletions from the Work to be performed under the Contract Documents and Contractor shall promptly proceed with the performance of the Contract Documents as so changed. Any such change will be reflected in a written change order provided to the Contractor by Company (individually, a "Change Order" and collectively, the "Change Orders"). Proposed adjustments to a Work Order, if any, resulting from such changes shall be set forth in Company's written Change Order. No such adjustments shall be made for any changes performed by Contractor that have not been pre-approved in writing by Company. If Contractor disputes Company's proposed adjustments, Company and Contractor shall negotiate in good faith regarding the appropriate equitable adjustment of this Agreement and other Contract Documents; provided that, such dispute and negotiation shall not release Contractor of its duty to promptly proceed with the performance of this Agreement and other Contract Documents, as changed.

SECTION 6. PROJECT SCHEDULE. Time is of the essence. Contractor shall perform the Work when and as directed by Company and in accordance with the conditions set forth in the Project Schedule, as may be amended from time to time by Company pursuant to the terms set forth in the Contract Documents and any Change Orders.

SECTION 7. NOTICE TO PROCEED. Company shall issue a written Notice to Proceed within a reasonable time after this Agreement and related Work Order has been executed and all insurance, and if required bonding, provisions have been fulfilled by the Contractor. The Work shall commence on the date specified in the Notice to Proceed. In no case shall any Work begin prior to the Notice to Proceed being issued by Company to the Contractor.

SECTION 8. PROSECUTION OF WORK.

- (a) Contractor shall furnish, at Contractor's expense, all labor, supervision, tools, equipment, materials, consumables, facilities, transportation, storage and supplies necessary or appropriate for the performance of the Work in a proper, efficient, and workmanlike manner, using only qualified workers, in strict conformity with the Contract Documents. Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as Company may direct, and so as to promote the general progress of the Work, and shall not, by delay or otherwise, interfere with or hinder Company's Project or the work of any other contractor of Company or any of its employees. Any materials that are to be furnished by Contractor hereunder shall be furnished in sufficient time to enable Contractor to perform and complete the Work within the time or times provided for in the Contract Documents. The time of performance of the Work by Contractor is of the essence. Contractor also agrees to pay to Company any increased costs or other damages Company may sustain by reason of delay by Contractor, whether or not liquidated or actual damages. The payment of such damages shall not release Contractor from its obligation to otherwise fully perform the Work under this Agreement and the other Contract Documents. Upon written request by Company, Contractor shall furnish to Company such evidence as Company may require relating to Contractor's ability to perform this Agreement and the other Contract Documents in the manner and within the time specified herein.
- (b) Contractor shall keep on the Project site during the progress of the Work a competent representative, acceptable to Company, who shall be the authorized agent of the Contractor. Directions and communications to such representative from Company in connection with the Work shall be treated as directions and communications to Contractor.

- (c) Contractor agrees that Company may, upon three (3) days written notice to Contractor, terminate this Agreement and/or other Contract Documents in whole or in part for Company's convenience. Contractor's remedy for termination for convenience is limited by the following (all of which shall be subject to satisfaction of all the conditions for payment of amounts due to Contractor, e.g. provision of releases and lien waivers):
- 1) Contractor shall be entitled to be paid for all Work performed to Company's satisfaction prior to termination;
 - 2) Partial payment shall be made for lump sum items of Work based on the percentage of such items completed at the time of termination;
 - 3) Contractor shall be reimbursed for reasonable close-out costs incurred; and
- (d) Contractor shall not be entitled to any compensation for loss of anticipated profits or unallocated overhead.
- (e) Contractor recognizes the relationship of trust and confidence established between it and Company by the Contract Documents and agrees to furnish its best skill and judgment in the performance of its obligations and responsibilities. Contractor agrees to furnish efficient business administration and supervision, and to use commercially reasonable efforts to minimize expense to Company, while promoting the progress of the Work in the most expeditious and economical manner consistent with the interests of Company.
- (f) If at any time during the term of this Agreement, Contractor fails (or reasonably anticipates it will fail) to meet the Project Schedule established by the Contract Documents or any date set forth therein, Contractor shall take all necessary steps, including but not limited to working overtime or adding additional resources, to prosecute the Work in accordance with the terms hereof and the Project Schedule, at no additional cost to Company.

SECTION 9. WARRANTY; GUARANTEE. Contractor warrants and guarantees to Company that the Work provided under the Contract Documents will be free from defects in workmanship and material and will conform to the specifications set forth in the Contract Documents, for no less than a period of one (1) year from the date Company pays Contractor the final payment for the Work. Any defective Work or Work failing to conform to the Contract Documents which is rejected by Company within one (1) year of Company's final payment for the Work hereunder (whether such defects are observed before or after Company's acceptance of the Work) shall be promptly corrected by Contractor, the warranty period for the corrected Work shall equal the remaining warranty period described above or ninety (90) days, whichever is longer. Furthermore, all warranties of vendors, manufacturers or suppliers shall be assigned by the Contractor, its subcontractors or suppliers to Company or an affiliated company.

SECTION 10. DELAYS. In the event Contractor's performance of the Contract Documents is delayed or interfered with by acts of Company and/or other contractors or suppliers, or by other events for which Contractor may request an extension of the time for the performance of the Work as hereinafter provided, Contractor may request an extension of time from Company to complete Contractor's Work, but Contractor shall not be entitled to any increase in the Work Order Price or to damages or any other additional compensation as a consequence of such delays or interference.

No allowance for an extension of time for any cause whatsoever shall be claimed by, or granted to, Contractor unless Contractor shall have made written request upon Company for such extension within forty-eight (48) hours after the event giving rise to such request. No allowance of an extension of time shall, in any event, be made to Contractor for delay by Contractor in preparing drawings or in securing approval of Company thereto when such drawings are not properly prepared or when Contractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

SECTION 11. LABOR. Contractor, in connection with all Work covered by the Contract Documents, may be required to comply with and be bound by any labor agreements executed by Company or on Company's behalf. Failure at any time to comply with any of the provisions of such agreements will, at the option of Company, be cause for immediate termination of this Agreement and other Contract Documents for default. If, by reason of strikes, picketing or disputes of any nature between Contractor and any individual, group or organization, Contractor should be persistently, repeatedly, or for a period of five (5) consecutive days, unable to supply enough properly skilled workers or proper materials to execute the Work defined in the Contract Documents, Company may terminate Contractor for default.

SECTION 12. APPROVALS AND COMMUNICATION. Plans, specifications, drawings of Contractor, if any, shall be submitted through Company and all other communications with respect to the Work shall be transmitted through Company only.

SECTION 13. FORCE MAJEURE. It is specifically agreed that, unless otherwise specifically set forth in the Contract Documents and unless preventable by the timely and proper performance of their respective obligations under this Agreement, neither Contractor nor Company shall be held responsible or liable for nonperformance, late performance or any loss, damage, detention or delay due to causes beyond the reasonable control of such party, including but not limited to acts of God; acts of the public enemy; acts of a government, delay in or inability to obtain governmental or municipal approvals, authorizations, licenses, consents, permits, rights-of-way or franchises on commercially reasonable terms; acts of another contractor in the performance of a contract such contractor has with Company; fires; floods; freight embargoes, unusually severe weather which could not have been reasonably anticipated; or delays of Contractors or suppliers arising from causes beyond the control and without the fault or negligence of the delaying party that could not have been reasonably anticipated by the delaying party (collectively, "Force Majeure Events").

If either party is claiming the benefit of excusable delay due to a Force Majeure Event, then it shall state in writing to the other party within two (2) business days (or such other longer period as may be reasonable as a result of the Force Majeure Event) of the circumstances creating the delay, and provide (i) reasonable evidence of the Force Majeure Event and (ii) a statement of the impact such Force Majeure Event has had or is expected to have upon it and its ability to fulfill its obligations under the Contract Documents. Notwithstanding the foregoing, the party claiming the benefit of an excusable delay due to a Force Majeure Event must use commercially reasonable efforts to recover from said Force Majeure Event and resume performance hereunder as soon as practicable. The time for performance of each affected portion of the Project shall be adjusted by a mutually agreed upon Change Order on account of the impact of such Force Majeure Event. In the event of an accepted Force Majeure Event, which delays the completion of the Project, Contractor will only be entitled to an extension of time, but not an increase in the Work Order Price.

SECTION 14. BONDING. If requested by Company or set forth in a Work Order, Contractor shall furnish, prior to commencement of the Work, and at all times thereafter maintain a Performance and Payment Bond in an amount equal to the Work Order Price. Such bond shall be in a form furnished by Company, and with a surety acceptable to Company. By submitting a bid or signing a Work Order, Contractor certifies that it has the resources and has made arrangements to purchase a Performance and Payment Bond prior to performance of the Work, and that obtaining a Performance and

Payment Bond will not interfere with its timely commencement of the Work. Unless otherwise agreed to in writing, the cost of obtaining and maintaining said Performance and Payment Bond shall be included in the Work Order Price.

SECTION 15. INSURANCE. Prior to commencement of the Work, Contractor shall procure, at its own expense, and at all times thereafter maintain, with insurers acceptable to Company the following minimum insurance protecting Contractor, Company, Company affiliates and other parties named by Company against liability for damages because of injuries, including death, suffered by persons, including employees of Contractor, and liability for damage to property arising out of or resulting from Contractor's operations, including its subcontractor's operations, in connection with its performance of the Work and its obligations under the Contract Documents.

- (a) Coverage: Commercial General Liability including: Contractual Liability, Broad Form Property Damage and Independent Contractors. Limits: no less than \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 Combined Single Limit Each Occurrence. This policy shall be endorsed to have the General Aggregate apply on a "Per Project Basis."
- (b) Coverage: Comprehensive Automobile Liability (including Owned, Hired and Non-owned Vehicles). Limits: no less than \$1,000,000 Combined Single Limit Each Occurrence
- (c) Coverage: Workers Compensation, in State(s) of operation and where applicable, U.S. Longshoremen's and Harbor Workers Compensation Act and Jones Act coverages. Limits: no less than Statutory requirements. Coverage: Employers' Liability. Limits: no less than \$500,000 Each Accident/Occurrence/Disease
- (d) Coverage: Umbrella or Excess Liability Insurance applying in excess of the primary coverages described in Sections 15(a) through 15(c) above. Limits: no less than \$5,000,000 per occurrence.
- (e) Coverage (if Company or an affiliate leases or supplies equipment to Contractor): Inland Marine and Property coverages with limits of liability acceptable to Company and naming Company and its affiliate, as applicable, as a loss payee on such equipment.

Company and all other parties required to be insured by the Contract Documents shall be listed as additional insured (and loss payee as applicable) on Contractor's policies. Policies shall be primary and non-contributory. Deductibles and co-insurance amounts shall be acceptable to Company. Contractor, and its subcontractors, hereby waive any and all rights to recover against Company, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of Company or its affiliates for any loss or damage to Contractor, or its subcontractors, arising from any cause covered by an insurance policies require to be carried pursuant to this section or any other insurance policies actually carried by Contractor and/or its subcontractors. Contractor, from time to time, will cause its insurers to issue waiver of subrogation rights endorsements to all insurance policies carried in connection with this Agreement and other Contract Documents.

Contractor shall provide Company with certificates evidencing such insurance prior to beginning the Work. Such certificates shall provide for thirty (30) days advance written notice to Company of cancellation, material change, reduction of coverage or non-renewal. Contractor shall require its subcontractors to obtain insurance policies in the amounts shown above, naming Contractor, Company, Company affiliates and the parties named by Company, as additional insured, and shall provide evidence of such coverage to Company if requested.

SECTION 16. INDEMNIFICATION. To the fullest extent permitted by applicable law, Contractor specifically obligates itself to Company, the Company Parties and any other party required to be indemnified under the Agreement or other Contract Documents, jointly and severally, in the following respects:

- (a) to defend and indemnify them against and hold them harmless from any and all claims, suits, liabilities, expenses or damages for any alleged or actual infringement or violation of any copyright, patent or patented right, arising in connection with the Contract Documents and anything done by Contractor hereunder;
- (b) to defend and indemnify them against and hold them harmless from any and all claims, suits or liabilities for damage to property including loss of use thereof, injuries to persons, including death, and from any other claims, suits, liabilities, expenses, including costs of investigation and defense and reasonable attorneys' fees, whether or not involving a third-party claim (hereafter "Claims") on account of acts or omissions of Contractor, or any of its subcontractors, suppliers, officers, agents, employees or servants, provided, however, Contractor's duty hereunder shall not arise to the extent such Claims are directly caused by the negligence of a party indemnified hereunder; Contractor's obligation hereunder shall not be limited by the provisions of any Workers Compensation act or similar statute;
- (c) to pay for all materials furnished and Work and labor performed under the Contract Documents, and to satisfy Company thereupon whenever demand is made, and to defend and indemnify them and other indemnified parties against and save them and the Project harmless from any and all claims, suits, or liens therefor;
- (d) to defend and indemnify them and hold them harmless from, any and all losses, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of the Contract Documents.

Notwithstanding the foregoing, Company and the Company Parties at their sole discretion reserve the right to defend itself. Such election to defend by Company or any Company Party shall not in any way limit Contractor's responsibility to indemnify and hold harmless as provided herein.

SECTION 17. LIENS AND CLAIMS. Notwithstanding any other provision of this Agreement or Contract Document, no lien of any manner or type whatsoever may attach to any property, building, structure or other improvement of Company or any Infrastructure Owner. Contractor shall immediately cause any such improper lien to be released and discharged. Without limiting the generality of other provisions in this Agreement and other Contract Documents, Contractor shall, as and when requested by Company, furnish evidence satisfactory to Company that all amounts due for Work performed by Contractor in connection with performance of this Agreement and other Contract Documents have been paid, including union, health, welfare, and pension fund payments and payroll taxes. Such evidence shall be furnished in such form and manner as requested by Company, and all statements relative thereto shall, if required by Company, be made by sworn affidavit. Contractor shall furnish to Company releases of lien rights by persons who have furnished labor, material or other things in the performance of this Agreement and other Contract Documents, it being agreed that no Application for Payment shall be requested until such releases (subject only to conditions acceptable to Company) are furnished. Contractor shall deliver its Work free from all liens.

Without limiting the generality of other provisions in this Agreement and other Contract Documents, in the event a claim of lien or other encumbrance is filed against Company or Infrastructure Owner property by any of Contractor's employees, subcontractors or material suppliers, then in such event, Contractor agrees that within three (3) days after Company has notified Contractor of the filing of such claim of lien or other encumbrance, Contractor shall do whatever is necessary to cause the satisfaction or removal of said claim of lien or encumbrance, whether by transferring such claim

or encumbrance to bond or otherwise. In the event such claim or encumbrance is not satisfied or removed within said three (3) day period, Contractor agrees that Company is authorized to pay such claim or encumbrance and to charge to Contractor the amount paid, plus reasonable attorney's fees and costs, from sums remaining due to Contractor. In the event the amount of the lien or encumbrance exceeds the amount due to Contractor, Contractor agrees to reimburse Company such amount, plus reasonable attorney's fees and costs, within ten (10) days after demand is made therefor.

SECTION 18. SITE CONDITIONS. Contractor has inspected the Work site and is familiar with the conditions of the Work site and agrees that no claim shall be made whatsoever for costs, damages or expenses as a result of the conditions of the Work site.

SECTION 19. HAZARDOUS MATERIALS. Contractor shall be responsible for the cleanup or any other cost, damage or liability arising from any toxic or hazardous materials generated or used by Contractor, its employees or subcontractors in the course of its performance of any Work under this Agreement and other Contract Documents. Contractor agrees in any event to cooperate fully with Company and to perform reasonable and customary investigations as to the existence of hazardous materials prior to the performance of any Work hereunder. Nothing in this Section shall be interpreted to require Company to perform any investigation as to the existence of hazardous materials.

SECTION 20. POSSESSION PRIOR TO COMPLETION. Whenever it may be useful or necessary for Company to do so, Company shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by Contractor before any final inspection and acceptance thereof by Company permitted by Contract Documents, but such use and/or occupation shall not relieve Contractor of its warranty or guarantee of said Work nor its obligation to make good at its own expense any defect in the Work nor shall any use and/or occupation by Company constitute a waiver of any of Company's rights under this Agreement or any other Contract Document.

SECTION 21. OTHER CONTRACTS. It is understood and agreed that the Work provided for in this Agreement or any Work Order constitutes only a part of the Project being performed by Company and other contractors and suppliers. Contractor, therefore, agrees to perform the Work in such a manner that it will not injure, damage, or delay any other work performed by Company or any other contractor or supplier, and further agrees to pay or reimburse Company for any additional costs, damage or delay that may be caused to such other work of Company, contractor or suppliers by Contractor or by its subcontractors, agents or employees.

SECTION 22. APPROVALS. Contractor shall prepare and submit to Company all required sketches, specifications, models, calculations, shop drawings, submittal data, catalogs, and samples of materials to be incorporated into the Work, or any other documents that are necessary for satisfactory performance of the Work. Such items will be submitted as and when required by Company. Approval of such items by Company will not relieve Contractor of its obligations to perform the Work in strict accordance with the Contract Documents. All drawings, sketches, specifications, models, calculations, submittal data, catalogs and samples of materials of Contractor shall be submitted to Company for its written approval.

All documents and samples submitted by Contractor and approved by Company, including, but not limited to sketches, drawings, specifications, models, calculations, submittal data, catalogs and samples of materials to be incorporated into the Work, are instruments of the Work and are the property of Company or a Company affiliate.

SECTION 23. INDEPENDENT CONTRACTOR. Contractor and Company, expressly intending that no employment, agency, partnership or joint venture relationship is created by this Agreement or other Contract Documents, hereby agree as follows:

- (a) Contractor shall act at all times as an independent contractor hereunder;
- (b) Neither Contractor nor anyone employed by or acting on behalf of Contractor shall ever be or be construed as an employee or agent of Company nor shall Contractor or any such person represent themselves to be an employee or agent of Company and Company shall not be liable for, and Contractor shall indemnify, defend and hold Company harmless against, employment or withholding taxes respecting Contractor or any employee of Contractor; and
- (c) Contractor shall take all steps to ensure that Contractor and Contractor's employees are treated as independent contractors of Company; and
- (d) To the fullest extent permitted by law, Contractor, for Contractor and for anyone claiming through Contractor, waives any and all rights to any consideration, compensation or benefits, except as expressly provided for herein; and
- (e) Company shall have the right to conduct inspections and reviews of, and determine the satisfactory performance of, the Work; and
- (f) Contractor shall provide the tools, materials and equipment needed to perform the Work; and
- (g) Contractor shall not make any commitment or incur any charge or expense in the name of Company without prior written approval of Company; and
- (h) Contractor shall be free to contract with and provide services to parties other than Company during the term hereof.

SECTION 24. COMPLIANCE WITH LAW. Contractor agrees to obtain and pay for all occupational licenses and any permits required of Contractors to do work in the jurisdictional area of the Work site, licenses and official inspections necessary for the Work, and to comply with all applicable laws, ordinances, rules, regulations and orders whether federal, state, local or otherwise, bearing on the Work and performance thereof. Company shall supply agreements and authorizations to develop the property at no cost to Contractor. Contractor acknowledges that it is knowledgeable and aware of all existing and potential restrictions and/or conditions, including but not limited to noise abatement and traffic control, which may limit or restrict construction methods and/or hours of Work.

Contractor acknowledges that Contractor may perform Work in connection with the Company's contracts with governmental entities. Accordingly, Contractor represents and agrees that Contractor and its subcontractors will not and do not knowingly employ or contract with unauthorized aliens and that Contractor has enrolled, or will enroll and participate in the E-Verify Program. Furthermore, Contractor represents that neither Contractor nor any of its employees or subcontractors have been suspended or debarred from performing State and Federal work and that Contractor will inform Company immediately if Contractor or any of its employees or subcontractors are suspended or debarred. Suspension or debarment may lead to immediate removal of Contractor or its subcontractor(s) from Work and termination of this Agreement, any Contract Document and/or any other agreement between Contractor and the Company or an affiliate of the Company.

SECTION 25. SAFETY. Contractor shall take all reasonable safety precautions pertaining to the Work and the conduct thereof. Without limiting the generality of the foregoing, Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, whether federal, state, local or otherwise, including, but not limited to, the National Electrical Safety Code and occupational safety and health legislation and, in addition, the safety measures called for by Company and the Infrastructure Owners. Company shall have access to the Contractors existing safety program. In the event of unsafe acts performed at the Project site by the Contractor, Company shall have the right to halt the Work until an investigation can be completed and if necessary corrective action taken by the Contractor.

SECTION 26. PROTECTION OF WORK. Contractor specifically agrees that it is responsible for the protection of the Work until final completion and acceptance thereof by Company and Contractor will make good or replace, at no expense to Company, any damage to the Work which occurs prior to such final completion and acceptance.

SECTION 27. DEFAULT

- (a) In the event Contractor fails to observe or perform, or becomes unable to observe or perform, in any material respect any covenant, warranty or guarantee required to be observed or performed under the Contract Documents or any agreement with an affiliate of Company, including, but not limited to, performing the Work in accordance with the Project Schedule, or payment for all materials furnished and Work and labor performed under the Contract Documents, then Company, by contract or otherwise, may without prejudice to any other right or remedy, immediately terminate this Agreement, other Contract Documents, and/or affiliate agreement for default and/or take over and complete the performance of the Contract Documents directly, by contract or otherwise. If Company takes over the Work or terminates this Agreement, other Contract Documents, and/or affiliate agreement pursuant to this section, it is specifically agreed that Company may, in addition to any other rights it may have, take possession of the premises, equipment, and all materials at the Work site or Contractor's facilities for the purpose of completing the Work covered by the Contract Documents, and Contractor shall be liable for any additional costs incurred by Company to complete the Work.
- (b) Contractor acknowledges that if Contractor becomes insolvent, or institutes or has instituted against it bankruptcy proceedings, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such event or events could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, Contractor agrees that upon occurrence of any such event, Company shall be entitled to request of Contractor or its receiver or court-appointed successor adequate assurances of future performance. Contractor further agrees that pending receipt of adequate assurances of performance and actual performance in accordance therewith, Company shall be entitled to take over the Work pursuant to the provisions of Section 27 (a) above without further notice to Contractor.

SECTION 28. DISPUTE RESOLUTION PROCESS.

- (a) Contractor agrees to continue performance of the Work and shall proceed in accordance with the directives of Company in the event of a dispute or controversy, provided that Company shall continue to make payments as provided herein for that part of the Work which is not in dispute. Contractor's failure to so proceed shall constitute a material breach of this Agreement, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by Company.
- (b) The parties plan to use due diligence and use their reasonable best efforts and work together to implement the Agreement and other Contract Documents and amicably resolve their differences. However, the parties understand that issues and conflicts may arise where they reach an impasse. The parties acknowledge their desire to reach a working solution by using good faith attempts to resolve such issues and conflicts. Any claim or controversy related to or arising out of the Agreement or any other Contract Document, whether in contract or in tort ("Dispute"), will be resolved on a confidential basis, according to the following process, which either party may start by delivering to the other party a written notice describing the Dispute and the amount involved ("Demand").

After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved thirty (30) days after receipt of the Demand, either party may start binding arbitration in Evansville, Indiana. The parties will use their reasonable best efforts to conclude the arbitration as expeditiously as possible and, if possible, within sixty (60) days following commencement of any arbitration proceeding. The arbitration will be before a three-arbitrator panel. Each party will each select one partial arbitrator, in its sole discretion, to represent its interest at its sole expense. The partial arbitrator may be an employee, director, officer or principal of the party. The final arbitrator, who shall be impartial, will be selected by the two partial arbitrators. In the event the two partial arbitrators shall fail to select an impartial arbitrator, either party may apply to a court of law to have a judge select an impartial arbitrator. The primary objective of the impartial arbitrator is to endeavor to get all three arbitrators to agree on a final disposition of the Dispute. If this cannot be attained, then the three arbitrators by majority ruling may adopt such procedures as they deem efficient and appropriate for making the determinations submitted to them for adjudication. The parties agree that no court shall have the power to interfere with the proceedings and judgments of the arbitrators other than to enforce the final determination of the arbitrators. No statements by, or communications between, the parties during negotiation or mediation, or both, will be admissible for any purpose in arbitration. Each party shall each bear its internal expenses and its attorney's fees and expenses, and jointly share the cost of the impartial arbitrator. No interest shall be applied to any arbitration award. It is the intent of the parties to first allow the arbitrators an opportunity to meet and negotiate a unanimous decision. However, if a unanimous agreement cannot be reached through negotiation, then the decision(s) of a majority of the arbitrators shall be final and binding on the parties.

Notwithstanding the foregoing, either party hereto may resort to a court by applying for interim relief, without the requirement to post a bond or security, if such party reasonably determines that such relief is necessary because claims for money are not adequate to prevent irreparable injury to it or to a third party. The venue for any such proceeding shall be in Evansville, Indiana.

The powers of the arbitrators are to interpret and apply the terms of the Agreement and other Contract Documents as negotiated by the parties. The arbitrators shall have no power to add to, subtract from or modify the terms of the Agreement or other Contract Documents as negotiated by the parties.

SECTION 29. THIRD PARTY BENEFICIARIES. The provisions of the Contract Documents and the rights and obligations created thereunder are intended for the sole benefit of Contractor and Company, and except as expressly stated in the Contract Documents, do not create any right, claim or benefit on the part of any person not a party to the Contract Documents.

SECTION 30. TAXES. Contractor shall pay all taxes, licenses and fees of every nature which may be imposed or charged by any governmental authority upon the labor, materials or other things used in the performance of the Work or in connection with this Agreement and other Contract Documents between Company and Contractor. Company reserves the right to request all data establishing payment satisfaction of said obligations.

SECTION 31. FURNISHED MATERIAL. In the event that Company, or their suppliers or other contractors, elect to furnish material to Contractor for use in connection with this Agreement or other Contract Document, unless otherwise provided in the Scope of Work, then the cost of handling, storing and installing such materials shall be considered as included in the Work Order Price. Contractor shall be and become responsible for all such materials upon delivery to Contractor, whether delivered F.O.B. point of origin or F.O.B. job site (except that any transportation charges paid by Contractor, in the event of delivery F.O.B. point of origin, shall be reimbursed to Contractor) and shall pay all demurrage and storage charges which accrue after delivery. Furnished material lost or damaged after delivery, from any cause whatsoever, shall be replaced by or at the expense of Contractor. Contractor shall, within twenty-four (24) hours after delivery of furnished material, inspect the same and immediately report, in writing to Company, any shortages, damages or defects therein which are reasonably observable by proper inspection. Failure to inspect or report as specified shall be treated as unqualified acceptance by Contractor of the materials involved.

SECTION 32. EMPLOYEE QUALIFICATION. All Contractor employees shall have the skill and experience required to perform the Work assigned to them. If any person employed by Contractor or any of its subcontractors is performing the Work in an improper, uncooperative or incompetent manner which affects the progress of the Work, then at the written request of Company, Contractor shall immediately remove such person and such person shall not be re-employed on the Project without the prior written approval of Company.

SECTION 33. ASSIGNMENT AND SUBCONTRACTING. Contractor shall obtain the written consent of Company prior to assigning, in whole or in part, any Contract Document or any of the Work. Contractor may subcontract the Work or any portion thereof to subcontractors pre-approved in writing by Company; provided that, Contractor represents to Company that all its labor, suppliers, and other creditors for the Work will be paid and Contractor will require all subcontractors to be bound to all terms included in this Agreement and other Contract Documents (flow down) as conditions of performing any portion of the Work. Any subcontract shall not relieve Contractor of its duties or obligations set forth in any Contract Documents. Company expressly reserves the right to examine any Contractor related agreements, including any agreements Contractor has with subcontractors, for inclusion of the terms and conditions of this Agreement and other Contract Documents. Notwithstanding, failure to examine any such agreement, including any subcontractor agreement, shall not be construed as a waiver or relinquishment of this condition or any other rights or remedies available to Company.

SECTION 34. CONFIDENTIALITY. All information provided to Contractor by Company or any of its affiliates for the performance of Work or in connection with this Agreement and other Contract Documents will be treated as confidential and proprietary by Contractor and not disclosed to any third party (including subcontractors and suppliers) without the express written consent of Company. Contractor will exercise the same degree of care to protect Company's confidential and proprietary information as it does to protect Contractor's own proprietary and confidential information but no event less that reasonable care. Contractor will not use Company confidential and proprietary information for any purpose other than to perform the Work. Notwithstanding the foregoing, Contractor will not be responsible for the disclosure of any Company information if such information: (i) is or becomes lawfully available to the public from a source other than Contractor before or during the period of this Agreement; (ii) is released in writing by Company without restrictions; (iii) is lawfully obtained by Contractor from a third party or parties without obligation of confidentiality; (iv) is lawfully known by Contractor prior to such disclosure; or (v) is at any time lawfully developed by Contractor completely independently of any such disclosure or disclosures from Company. In addition, Contractor will not be liable for the disclosure of any proprietary and confidential information which it receives from Company under this Agreement or other Contract Document pursuant to judicial action or decree, or pursuant to any requirement of any government or any agency or department thereof having jurisdiction over Contractor, provided that in the reasonable opinion of counsel of Contractor such disclosure is required, and provided further that Contractor to the extent reasonably practical shall have given Company notice prior to such disclosure. This provision shall survive termination of the Agreement. Upon written request of Company, Contractor will return or destroy all Company confidential and proprietary information and will cause an officer of Contractor to certify the return or destruction of same.

SECTION 35. NON-SOLICITATION. Contractor agrees not to directly solicit the business, contractors or employees of Company or any affiliate of Company during the term of this Agreement and for a one (1) year period thereafter.

SECTION 36. ADVERTISE/PUBLISH. Contractor shall not publish or use advertising or disseminate other communication that utilizes Company's or its affiliates' name or logo without the prior written consent from Company's Legal Department.

SECTION 37. COMPANY'S REPRESENTATIVE. The words "Company's representative" or an authorized representative of Company as used herein include Company's project manager or any person or entity appointed by Company in writing to supervise the work of Company on behalf of Company.

SECTION 38. ENTIRE AGREEMENT. This Agreement, together with all other Contract Documents, embodies the entire agreement and understanding between Contractor and Company with respect to the subject matter of this Agreement and the other Contract Documents and supersedes all prior oral or written agreements and understandings relating to the subject matter of the Contract Documents. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Contract Documents will affect, or be used to interpret, change or restrict, the express terms and provisions of the Contract Documents. Company assumes no responsibility for any understandings or representations made by any of its officers or agents prior to the execution of this Agreement, unless such understandings or representations by Company are expressly stated in this Agreement or other Contract Document.

SECTION 39. SEVERABILITY AND WAIVER. The illegality or unenforceability of any provision of this Agreement or of any other Contract Document shall not affect the legality or enforceability of any other provision or portion hereof or thereof. If any provision or portion of this Agreement or of any other Contract Document is deemed illegal or unenforceable for any reason by a court of competent jurisdiction, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified. This Agreement and any other Contract Document is voidable by Company if modified by Contractor without the written or initialed consent of an authorized officer of Contractor. The

failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement or any other Contract Document, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

SECTION 40. NO CONSTRUCTION AGAINST DRAFTER. The parties acknowledge that the Contract Documents and all the terms and conditions contained therein have been fully reviewed and negotiated by the parties and that each party has been represented by legal counsel. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of the Contract Documents.

SECTION 41. CAPTIONS. The captions at the beginning of each Section of this Agreement and other Contract Documents are for convenience only and are to be given no weight in construing the provisions of this Agreement and other Contract Documents.

SECTION 42. NOTICES. All notices shall be in writing addressed to the parties at the addresses set out in this Agreement unless subsequently changed by written notice to the other party and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including courier, telecopy or other printed electronic medium, or personal delivery. With respect to notices sent to the Company, copies shall be sent to: Metronet Technologies, LLC, 8837 Bond Street, Overland Park, KS 66214, Attn: Legal Department.

SECTION 43. GOVERNING LAW. This Agreement and other Contract Documents shall be governed by the law of the State of Indiana.

SECTION 44. COUNTERPARTS; ELECTRONIC SIGNATURES. The Contract Documents may be executed in two or more counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument. In the event that any signature is delivered by facsimile or by email of a ".pdf" format data file, such signature shall create a valid and binding obligation of such party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents.

MZAR Communications Inc.
By: Mimoune tahri
Name: Mimoune tahri
Title: CEO
Date: 08/20/2018

METRONET TECHNOLOGIES, LLC
By: [Signature]
Name: John Greenbank
Title: Executive Vice President
Date: Aug 20, 2018

ATTACHMENT A

SAMPLE WORK ORDER

Agreement Number: _____
POWO Number: _____
Project Number: _____

Contractor

Name: MZAR Communications Inc.
Address: 6260 Westpark Drive, Suite 245
City, State, Zip: Houston, TX 77057

Pursuant to Section 1 of the Master Contractor Agreement executed by between Metronet Technologies, LLC (hereinafter "Company") and the Contractor, set forth below in this Work Order is the Scope of Work, Project Schedule and Work Order Price:

Scope of Work:

- 1) Detailed Scope of Work:

- 2) General Requirements:
 - a. All work described herein shall be performed in strict accordance with the Contract Documents and construction drawings produced by Company as part of this Work Order, and all applicable laws, ordinances, rules and regulations. The aforementioned laws, ordinances, rules and regulations are hereby incorporated and become a part of the Contract Documents as though they were written herein.
 - b. Contractor has the responsibility to test fiber optic cable and equipment before accepting it from Company to verify the integrity and quality of the fiber and equipment. If Contractor does not notify Company in writing within five (5) days of Contractors receipt of the fiber optic cable or equipment, such fiber and equipment shall be deemed accepted by Contractor and of good integrity and quality.
 - c. Materials provided by Contractor shall comply with specifications and requirements set forth in the Contract Documents.
 - d. Contractor shall keep on the Project site during the progress of the Work a competent representative, acceptable to Company, who shall be the authorized agent of the Contractor. Directions and communications to such representative from Company in connection with the Work shall be treated as directions and communications to Contractor.
 - e. Contractor shall immediately notify Company if hazardous or contaminated materials are uncovered, encountered, revealed, or introduced at the Project site. When corrective action or remediation of contaminated material is made necessary or is caused by Contractor's fault or negligence, Contractor shall be responsible for all costs associated with the contamination and any subsequent cleanup cost.
 - f. Company shall have access to the Contractors existing safety program. In the event of unsafe acts performed at the Project site by the Contractor, Company shall have the right to halt the Work until an investigation can be completed and if necessary corrective action taken by the Contractor.

- 3) Company Supplied Materials:

- 4) Construction drawing and Route Diagram:

Project Schedule: The project shall be completed no later than _____ calendar days following receipt of a formal Notice to Proceed.

Work Order Price:

Contractor agrees to perform all work in accordance with the Contract Documents including but not limited to all the plans, drawings, specifications, documentation, attachments, and Exhibits of this Work Order for the price(s) as stated below, which includes but is not limited to cost for all supervision, labor, non-Company supplied materials, tools, equipment, transportation, insurance, bond, restoration, consumables, safety supplies, miscellaneous materials and all other costs necessary to complete the Work.

The Parties to this Work Order agree that Contractor shall be compensated for Work fully performed on a unit rate, "not to exceed" basis unless a change has been approved in writing by Company's project manager. As stipulated in Section 5 of the Agreement, Company may at any time by written order of Company's authorized representative, without notice to Contractor's sureties, and without nullifying this Work Order or any of the Contract Documents, make changes in, additions to and deletions from the Work to be performed under this Work Order and Contractor shall promptly proceed with the performance of the Contract Documents as so changed. The rate set forth below is bundled rate, which includes but is not limited to cost for all supervision, labor, materials, tools, equipment, transportation, insurance, consumables, safety supplies and all other costs necessary to complete the Services.

Insert Unit Rate, Description of Services, and Not To Exceed Amount

Bonding: Performance and Payment Bond Required (Yes or No) _____

Retainage: In the event retainage is not withheld from Contractors' partial payments, Contractor agrees that no payment will be processed until the Project has been completed and other requirements stipulated in the Agreement and Contract Documents have been satisfied.

Retainage Withheld on Partial Payments (Yes or No)

Retainage Percentage _____

IN WITNESS WHEREOF, the parties hereto have executed this Work Order by their duly authorized representatives this _ day of _____ 2018.

Contractor

Metronet Technologies, LLC.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**SUPPLEMENTAL CONDITIONS**

Supplemental Condition regarding Locates. For efficiency purposes, Company may perform data entry of tickets for locates through the online ticket entry system of Indiana 811, Kentucky 811, JULIE and/or other similar system, as applicable. Contractor authorizes Company to use Contractor's login credentials to access and enter such tickets into the system. Contractor understands and agrees that Company's assistance will be limited to data entry and that Contractor will not be required to pay Company for performing this data entry. Company's performance of data entry will not reduce Contractor's responsibility. Contractor understands that, before digging, Contractor shall be responsible to (1) notify Company of the locations where Contractor intends to dig, (2) confirm that a locate ticket has been provided for the digging location, (3) confirm that the locate ticket has not expired, and (4) investigate if a location does not have locate markings or if locate markings appear inadequate. Contractor will defend, indemnify and hold Company harmless for any liability arising out of data entry into the locate system, the locate tickets, and the locate markings (including misplacement of locates, insufficiency of locates and missing locates). Upon Company's request, Contractor will provide written confirmation of this authorization to Indiana 811, Kentucky 811, JULIE and/or other similar system, as applicable. Contractor authorizes Company to provide these Supplemental Conditions to Indiana 811, Kentucky 811, JULIE, and/or other similar system as valid authorization to use Contractor's credentials.

EXHIBIT B
SPECIFICATIONS

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

TABLE OF CONTENTS

- 1. GENERAL CONDITIONS**
 - 1.1. Definitions
 - 1.2. General Requirements
 - 1.3. Materials and Services
 - 1.4. Permits
 - 1.5. Protection of Right-Of-Way
 - 1.6. Submittal Requirements
 - 1.7. Daily Project Clean Up Requirements
 - 1.8. Inspection and Acceptance
 - 1.9. Traffic Control
 - 1.10. Utility Locations and Subsurface Obstructions
 - 1.11. Supervision and Superintendents
 - 1.12. Project Meeting Requirements
 - 1.13. Environmental Conditions
 - 1.14. Site and Location Conditions
 - 1.15. Emergency Contingency Plan

- 2. CONSTRUCTION SPECIFICATIONS**
 - 2.1. Grass/Sod Trench Installation
 - 2.2. Pavement Trench Installation
 - 2.3. Bore Installation
 - 2.4. Bridge & Tunnel Attachment Installation
 - 2.5. Building Risers
 - 2.6. Rod, Rope and Innerduct Installation
 - 2.7. Manhole Installation
 - 2.8. Handhole Installation
 - 2.9. Proofing Duct
 - 2.10. Route Markers
 - 2.11. Coring
 - 2.12. Underground Fiber Optic Cable Installation
 - 2.13. Aerial Fiber Optic Cable Installation
 - 2.14. Fiber Optic Splicing
 - 2.15. Fiber Optic Testing
 - 2.16. Grounding and Bonding

- 3. SAFETY**
 - 1.0 GENERAL CONDITIONS**
 - 1.1. DEFINITIONS

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 1.1.1. RIGHT-OF-WAY (ROW) shall mean the surface, the areas below the surface and the air space above the surface of the entire right-of-way granted by permits, licenses, or easements.
- 1.1.2. Jurisdictional Authority or Jurisdictional Authorities shall mean federal, state, local, or foreign government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, body or entity. Entities with Jurisdictional Authorities shall include the above referenced entities and shall include, but are not limited to, the following (herein after referred to as "Jurisdictional Authorities"):
 - 1.1.2.1. AASHTO – American Association of State Highway Transportation Officials
 - 1.1.2.2. ANSI – American National Standards Institute
 - 1.1.2.3. ASTM – American Society for Testing of Materials
 - 1.1.2.4. DOT – State or County Department of Transportation, or similar
 - 1.1.2.5. DPW – City or County Department of Public Works, or similar
 - 1.1.2.6. NEC – National Electrical Code
 - 1.1.2.7. NEMA – National Electric Manufacturer's Association
 - 1.1.2.8. NESC – National Electrical Safety Code
 - 1.1.2.9. OSHA – Occupational Safety and Health Act
 - 1.1.2.10. RR-Railroads
 - 1.1.2.11. DNR-Department of Natural Resources
 - 1.1.2.12. ACE-Army Corp. of Engineers
- 1.1.3. SUBSTANTIAL COMPLETION shall mean the date when the complete scope of work from starting point to end points including testing or proofing of the Work is completed to a point that would allow Company full availability and utilization for the entire system.
- 1.1.4. ACCEPTANCE OR COMPLETION shall mean that Contractor has completed all work contained in, and in accordance with, the Contracts Documents and when Contractor has corrected all deficiencies to the satisfaction of Company and the Jurisdictional Authorities and Company has signed a completion letter for the specific work in question.
- 1.1.5. CONTRACT DRAWINGS shall mean all graphic and pictorial descriptions of the Work that must be accomplished in accordance with the

EXHIBIT B - SPECIFICATIONS
CONSTRUCTION

Construction Documents showing the design, location, and dimensions of the Work including plans and typical details.

1.2. GENERAL REQUIREMENTS

- 1.2.1. All work described herein shall be performed in strict accordance with the Contract Documents, Contract Drawings, construction typicals, specifications, and all applicable ordinances, rules, laws and regulations of all Jurisdictional Authorities. The aforementioned laws, ordinances, rules and regulations are hereby incorporated into and become a part of the Contract Documents as though they were written herein. **NOT WITHSTANDING ANY OTHER PROVISION OF ANY CONTRACT DOCUMENT, IF A JURISDICTION OF AUTHORITY REQUIRES COMPLIANCE WITH AN ORDINANCE, RULE, LAW OR REGULATION THAT MANDATES OR IMPOSES REQUIREMENTS MORE STRINGENT THAN THE REQUIREMENTS STATED IN ANY CONTRACT DOCUMENT, CONTRACTOR SHALL COMPLY WITH SUCH ORDINANCE, RULE LAW OR REGULATION EVEN IF COMPLIANCE WITH SUCH REQUIREMENTS IS NOT EXPRESSLY MENTIONED.**
- 1.2.2. Contractor is required to excavate test pits (potholes) to verify sub- surface structures and locations of existing utilities prior to commencing work in the area to prevent damage to such existing facilities. All areas affected by the Work shall be restored to original or better condition.
- 1.2.3. Supplied engineering plans are for informational purposes only. The Contractor must inspect the routes and verify actual field conditions.
- 1.2.4. No work shall commence until Company has issued Contractor a **written Notice to Proceed**.
- 1.2.5. No work shall commence until Contractor has provided Company with certification of insurance compliant with the Contract insurance requirements. Contractor shall be held responsible that their subcontractors provide a certificate of insurance per the Contract insurance requirements and submit such certification to Company prior to the Contractor beginning work.
- 1.2.6. Performance and Payment Bonds will only be required if specifically identified in a Work Order. **If Bonding is a requirement in a Work Order, no work shall commence on such Work Order until Contractor has provided Company with a 100% performance and payment bond in the amount of the total Work Order price on the form as supplied by Company.**
- 1.2.7. Contractor has full responsibility for the alignment and any required stake out of the system running line in accordance with Jurisdictional Authorities and as shown in the Contract Documents.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 1.2.8. Contractor may make field adjustments to the running line with prior written approval from qualified Company representative and Jurisdictional Authorities, with any such adjustments being shown on the red line drawings. Contractor is encouraged to suggest alternate installation methods in an effort to avoid excessive traffic control, increase productivity, and/or provide additional protection of all associated patrons and construction personnel.
 - 1.2.9. Contractor shall ensure that the work sites are accessible for work including but not limited to preventing vehicles from parking on site, removing snow, pumping manholes, and scheduling work to avoid delays by road construction, repair, or other outside party projects.
 - 1.2.10. Contractor's employees shall limit their activities to the construction site and governing rights-of-way. Trespassing in or on private property or other locations outside the rights-of-way shall not be permitted.
 - 1.2.11. Contractor shall have the responsibility to make their own investigation as to the availability of public or private roads and of clearances, restrictions, bridge load limits, bond requirements, permits and other limitations that may affect Contractor's transportation for equipment, materials and manpower ingress and egress to the job site.
 - 1.2.12. Contractor shall not begin any extra work without the written authorization of Company's Project Manager.
 - 1.2.13. Contractor shall adhere to the specifications imposed by the owner of any facilities/ property upon which Contractor is performing work.
 - 1.2.14. Contractor shall ensure that all of their activities are performed within the approved utility ROW – specifically avoiding any encroachment on private Rights of Way. This includes all equipment and vehicle movement, setup or operation as well as personnel and materials.
- 1.3. MATERIALS AND SERVICES
- 1.3.1. Company shall supply the materials as specified in Exhibit A (Scope of Work). Any additional material not specified as Company supplied material shall be the responsibility of the Contractor.
 - 1.3.2. Company reserves the right to direct ship any/all Company supplied materials to Contractor. Contractor shall forward via (email or facsimile) legible copies of the packing list, bill of lading, and any shipping discrepancies to Company's office with the original documents.
 - 1.3.3. Contractor shall be solely responsible for all materials upon and after the receipt from Company until final completion and acceptance of the Work.
 - 1.3.4. Unless otherwise agreed in a Work Order, Contractor shall pick up and sign for materials supplied by Company, which are not directly shipped to

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

the Contractor, at the Company designated storage facility. It is the Contractor's responsibility to make arrangements to pick up materials from the Company designated storage facility at such times as Company establishes.. Company requires a minimum of twenty-four (24) hour notice prior to all material pick-ups. The Contractor shall remove all associated packing crates and shipping materials from the Company designated storage facility when removing materials.

- 1.3.5. Contractor shall maintain an inventory log of all Company supplied materials for Company's periodic inspection and for Contractor's weekly submittal to Company. Upon completion of the Work, excess Company furnished material shall be returned by the Contractor at their sole cost to Company designated storage facility or as directed by Company.
- 1.3.6. Non-returnable empty reels are to be disposed of by the Contractor. Contractor shall return all empty reels to the approved Company designated storage facility or as directed by Company in a timely manner.
- 1.3.7. Contractor is responsible for all disposals of scrap and waste material. Job site shall be maintained in a safe and organized condition at all times. No scrap materials or waste is to be disposed of at any of Company's facilities, nor at the worksite or Right-of-Way (R.O.W).
- 1.3.8. The Contractor shall provide all other items (not provided by Company) including but not limited to restoration materials, select fill, concrete, asphalt, consumables, equipment, tools, grass seed, vegetation, straw, gravel, aggregates, rip rap, erosion control materials, foam, duct sealant, mule tape, jet line, duct caps/plugs, attachment hardware and all other materials and incidentals necessary for a complete installation. Materials provided by Contractor shall comply with specifications and requirements provided by Company and other Jurisdictional Authorities.
- 1.3.9. Contractor shall not store any materials on the work site.
- 1.3.10. Contractor shall not be entitled to extensions of time for any delays caused by the delivery of Contractor furnished material.
- 1.3.11. Contractor is responsible for warranty on all Contractor supplied materials conforming to warranty requirements of the Contract Documents. Any warranties that extend for greater periods than contractually obligated shall be passed along to Company.
- 1.3.12. The specific responsibilities of the Contractor relating to: acceptance, inventory, handling, and requisitions of Company supplied materials are referenced in the Contractor Material Policy.
- 1.3.13. Company reserves the right, but has no obligation, to review, accept, or reject any Contractor furnished material.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

1.4. PERMITS

- 1.4.1. Company shall secure the required road opening permits, environmental permits, and right-of-way agreements and/or easements to allow for the placement of the duct/conduit system and aerial fiber optic cable plant. Any additional permit requirements, agreements or easements (as a result of Contractor value engineering) shall be at Contractor's cost. All other permits or authorizations required are the responsibility of the Contractor. Delays in the prosecution of work caused by Company's acquisition of permits shall be excusable but not compensable.
- 1.4.2. Prior to the start of work, Contractor shall obtain and pay for all work permits and all other permits required for Contractor's construction operations including but not limited to contractor's licenses, construction bonds, transportation, traffic control, equipment, labor and or other general permits. Delays in Contractor acquiring work permits shall not be the basis for an extension of time to the work schedule.
- 1.4.3. Contractor shall be responsible for all notices required by the Jurisdictional Authorities and Company.
- 1.4.4. Contractor shall be responsible to maintain a good standing relationship with the Jurisdictional Authorities that have issued permits or otherwise have jurisdiction over the project. Relinquishment of any permits caused by Contractors actions shall be cause for default by the Contractor.

1.5. PROTECTION OF RIGHT-OF-WAY

- 1.5.1. Right-of-way lines provided on the Contract Drawings are for informational purposes only. Contractor shall be responsible to verify the exact locations of right-of-way lines during prosecution of the Work. Contractor shall be responsible for all costs incurred as a result of leaving the proposed right-of-way and/or encroaching onto property, including repair of any damage to the right-of-way, sidewalks, roadways, utilities, or any other public or private property damaged by Contractor's forces.
- 1.5.2. Contractor shall be responsible for the safety and protection of the public and of public and private property on and around the construction sites. Contractor shall notify Company immediately of any injury to persons or damage to any public or private properties on or around construction sites.
- 1.5.3. Contractor shall protect all Contractor installed materials until final completion and Company acceptance.
- 1.5.4. The Contractor shall be responsible for all damage to the infrastructure in, along, and adjacent to the ROW, such as damage to sidewalks, curbs, drainage grates; adjacent private property etc. caused as a result of Contractor's installation or other activities. All the repair and replacement costs (due to damaged areas) are the Contractors sole responsibility. In

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- the event damage is irreparable, Contractor shall remove and replace such items at no additional cost to Company.
- 1.5.5. Existing fences on the right-of-way shall be removed by Contractor only upon written approval by Company. Contractor shall remove temporary fencing erected by Contractor as soon as practical.
 - 1.5.6. Contractor shall abide by any and all applicable rules and regulations of the Jurisdictional Authorities concerning working on the right-of-way. Any penalties and/or fines for violations incurred while working on or accessing the right-of-way shall be the sole responsibility of Contractor.
 - 1.5.7. Contractor shall verify all restoration or replacement requirements concerning working on the right-of-way with the Jurisdictional Authorities. Contractor shall be solely responsible for abiding by the requirements set forth by the Jurisdictional Authorities.
 - 1.5.8. Contractor shall protect the right-of-way and minimize damage from the construction operations. Contractor shall be governed by the Contract Documents and the Jurisdictional Authorities' regulations for construction practices and crew behavior in and around environmentally sensitive areas and cultural resource sites.
 - 1.5.9. Contractor shall keep the premises where the work is being performed in a neat, clean and orderly condition. Contractor shall remove all of its tools and equipment from the premises on a daily basis, and any debris shall be removed and disposed of by Contractor in an appropriate manner. All debris and waste materials removed shall become the property of the Contractor.
 - 1.5.10. The right-of-way shall be restored to original or better condition within forty-eight (48) hours following conduit/duct placement operations or such earlier time as Company may require.
 - 1.5.11. All rock and debris brought to the surface during construction operations shall be removed from the right-of-way and disposed of in accordance with Company instructions and the Jurisdictional Authority's regulations.
 - 1.5.12. All terraces that were removed or damaged shall be replaced to original or better condition following the placing operations at Contractor's cost.
 - 1.5.13. Removed or damaged landscaping, lawns, shrubs, vegetation, and hedges shall be replaced with approved products and restored to original or better condition at Contractor's expense. Lawns shall be repaired by re-sodding with the same grasses.
 - 1.5.14. The Contractor shall promptly repair or replace any other property damaged during construction at Contractor's cost.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

1.5.15. Waste material including, but not limited to, refuse, garbage, sanitary wastes, oil and other petroleum products shall be removed from the construction areas and be properly disposed of by Contractor. Waste materials removed from the construction areas shall be dumped at an approved dumpsite. It shall be the responsibility of the Contractor to make any necessary arrangements with private parties and with County officials pertinent to locations and regulations of such dumping. Any fees for disposal of materials shall be the responsibility of the Contractor

1.6. SUBMITTAL REQUIREMENTS

1.6.1. RED-LINE DRAWINGS

- 1.6.1.1.1. Contractor shall create, maintain and provide red-line drawings during the course of construction to clearly and correctly depict the true location of installed work. These red-lines shall be updated in conjunction with Work progress.
- 1.6.1.1.2. On a weekly basis, Contractor shall forward these red-line drawings to Company or Company's Representatives for review and approval.
- 1.6.1.1.3. Copies of the red-lines shall be kept at the job site for Company's review.
- 1.6.1.1.4. Under no circumstances shall Contractor proceed with Work until acceptable redline drawings are received by Company for the previous week's work.
- 1.6.1.1.5. Should a Work shutdown occur due to the Contractor's inability to submit timely redlines, this will not become a basis for time extension nor shall it be grounds for additional compensation to complete the Work.
- 1.6.1.1.6. The purpose of the red-line drawings shall be to indicate any variations in construction from the construction plans included with the Contract Documents.
- 1.6.1.1.7. Red-line drawings shall include, but are not limited to, depth of conduit, conduit installation offset distances from landmarks such as milepost, edge of pavement, bridges, underpasses, handholes, manholes, or other landmarks.
- 1.6.1.1.8. Contractor shall indicate an offset from these landmarks. Where long stretches occur, offset distances shall be taken at intervals of no more than fifty feet (50'), unless governed more stringently by a Jurisdictional Authorities

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

or otherwise instructed by Company. In areas where the proposed route experiences significant bends, offsets and station identifications shall be taken at the start, midpoint and stop of each transition.

- 1.6.1.1.9.** The station location of all crossed utilities shall be identified, while also indicating the type, diameter and depth of cover.
- 1.6.1.1.10.** Red-line drawings shall indicate the depth and/or height of the installation relative to finish grade, changes, and notes referencing any special construction such as irregular depth, height, steel plating, insulation barriers, concrete encasement, etc. Depth and/or height shall be indicated wherever offsets are required.
- 1.6.1.1.11.** Contractor shall show wall to wall distances between manholes/handholes/buildings/structures on the red-line drawings as determined by the mule tape measurements.
- 1.6.1.1.12.** In joint trench construction projects the red-line drawings shall include the total number of ducts, color, and size(s) of Company duct, and total number, color, and size of all other third party ducts.
 - 1.6.1.1.12.1.** Buried cable Red line drawings shall be completed by Contractor. Red line drawings shall include:
 - 1.6.1.1.12.2.** At EVERY manhole and handhole, verification of the occupied duct (e.g. Orange duct entering, Orange duct leaving).
 - 1.6.1.1.12.3.** At EVERY manhole and handhole, Contractor must record sequential footage markings at the manhole or handhole entry and exit points for each cable. There should be two separate footages at each location with the footage recorded being correctly labeled as to its direction and location (i.e. 5000' – North cable at Manhole POE; 3000' – South cable at Manhole POE).
 - 1.6.1.1.12.4.** At EACH splice manhole and handhole, Contractor must write down sequential footage markings at the manhole or handhole entry and exit points and at the butt of the splice

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

enclosure for each cable. There should be four separate footages at each butt splice location with each footage recorded being correctly labeled as to its direction and location (i.e. 5005' – North cable at Manhole POE; 5000' – North cable at entrance of splice enclosure; 3005' – South cable at Manhole POE; 3010 – South cable at entrance of splice enclosure).

1.6.1.1.12.5. At each manhole/handhole, Contractor shall indicate the footage of the slack coil.

1.6.1.1.12.6. At the beginning and ending of the cable reel (at the manhole/handhole) the cable reel number shall be noted.

1.6.1.1.13. Contractor shall produce Aerial redline drawings of the installed fiber optic cable and submit to Company on a weekly basis or as required by Company.

1.6.1.1.13.1. At EVERY pole, the reel number(s) and sequential number(s) at each pole.

1.6.1.1.13.2. At EACH slack loop, the sequential number entering and leaving the slack loop.

1.6.1.1.13.3. At EACH splice location, the sequential numbers entering and exiting the splice enclosure.

1.6.2. DAILY PRODUCTION REPORT(S)

1.6.2.1. Contractor's progress shall be tracked by utilizing Daily Production Reports.

1.6.2.2. Daily Production Reports shall be completed by Contractor's Supervisor and submitted to the Company field representative for review and approval.

1.6.2.3. Discrepancies in progress shall be noted by the Contractor on Daily Production Reports. Daily Production Reports shall not be a basis for approved extra work by the Contractor.

1.6.2.4. The appropriate Daily Production Report form shall correspond to the work being performed (ex: OSP aerial/underground construction, cable installation, building entrances, facility construction) and shall match the Contractor provided red- line drawings.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

1.6.3. CONTRACTOR'S CONSTRUCTION SCHEDULE

- 1.6.3.1. Contractor shall submit a detailed resource (manpower and equipment) construction schedule for Company's approval.
- 1.6.3.2. All schedules shall include the planned construction method(s), by location, with the associated quantities, manpower, equipment, and planned production rates to complete the work.
- 1.6.3.3. Contractor's construction schedule shall be prepared in Microsoft Project or other Company approved format.
- 1.6.3.4. All schedule versions shall contain sufficient detail to ensure that Company can measure Contractor's progress on a daily basis throughout the project duration.
- 1.6.3.5. Contractor shall provide updates to the schedule on a weekly basis or frequently as required.
- 1.6.3.6. If Contractor fails to achieve the planned progress (per the schedule), Contractor shall provide a "recovery schedule" indicating additional resources or acceleration efforts to maintain the contracted completion date. Such additional resources or acceleration efforts shall be at Contractor's sole expense.
- 1.6.3.7. Full compliance with this section is a condition precedent to payment.

1.7. DAILY PROJECT CLEAN UP REQUIREMENTS

- 1.7.1. Contractor shall maintain a clean and hazard free work area including but not limited to daily removal of all spoils, excess material, waste and sweeping of all affected roadway and sidewalk areas.
- 1.7.2. Contractor shall remove from the site and dispose of all spoil, waste, and other unused excavated materials in accordance with all Jurisdictional Authorities and Company requirements.
- 1.7.3. Where excavation is required in paved areas, restoration shall be completed immediately and prior to removal of traffic control. Contractor shall not leave any sections of the trench open during non-work hours. Contractor shall backfill all segments of the trench in adherence with the trench typical details and associated permits.
- 1.7.4. As necessary, Contractor shall cover the excavation with solid steel plating. Steel plates shall be a minimum one-inch (1") thick, spiked down to prevent movement, shimmed to prevent rocking, and cold patched around the edges. Plate installation shall be subject to final approval by the Jurisdictional Authorities without additional costs to Company.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

1.7.5. Contractor shall store all equipment, tools, material, etc. in a manner so as not to inhibit traffic flow or parking at all times. All staging areas must receive final approval from Company and any Jurisdictional Authorities. Company shall assume no responsibility for Contractor's equipment or materials. Security for the job areas is the responsibility of the Contractor. Contractor shall comply with the security requirements of the right-of-way owners and/or other Jurisdictional Authorities.

1.8. INSPECTION AND ACCEPTANCE

1.8.1. All work shall be subject to the inspection and approval of Company, and the Jurisdictional Authorities. Contractor shall schedule the Work and provide adequate notifications to comply with any and all requirements for inspection.

1.8.2. Contractor shall have a competent representative on site during work activities.

1.8.3. Company's representatives shall inspect workmanship and progress of work being performed. Where workmanship or installation deficiencies are observed, Company's representative shall discuss them with the Contractor's supervisors. Contractor shall take measures to immediately and expeditiously correct any deficiencies to the satisfaction of Company without impacting the installation schedule and at no additional cost to Company. Company's representative shall have the right to stop work upon Contractor's refusal to immediately correct installation deficiencies. Company's failure to detect or notify Contractor of deficiencies shall not reduce or eliminate any obligation or liability of Contractor under any Contract Document.

1.8.4. Company's representatives may also monitor the safety of operations and if any unsafe operations are observed he/she will discuss them with the Contractor's supervisors. Contractor shall take measures to immediately and expeditiously correct or stop the unsafe operations. If the unsafe operations continue, the Company representative shall have the right to stop work until further notice. Company's failure to observe or notify Contractor of an unsafe operation shall not reduce or eliminate any obligation or liability of Contractor under any Contract Document.

1.8.5. Upon notification to Company by Contractor of completion of the work, a Company representative, the Contractor's representative and a representative of the Jurisdictional Authorities shall jointly perform a "walk through" inspection of the work within a reasonable time frame. The Company Representative shall, during this inspection, prepare a punch list of observed deficiencies. Upon receipt of the punch list, Contractor shall correct all deficiencies in a timely manner not to exceed fourteen (14) days. Acceptance shall be granted when all deficiencies have been corrected to

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

the satisfaction of Company and all Jurisdictional Authorities. If the Contractor shall fail to correct any defective Work or materials within the allowed timeframe, the Company Project Manager may cause such defective Work or materials to be replaced and the expense thereof shall be deducted from the amount to be paid to the Contractor. Company's failure to observe or note on any punch list a deficiency shall not reduce or eliminate any obligation or liability of Contractor under any Contract Document.

1.9. TRAFFIC CONTROL

- 1.9.1. Contractor shall conform to all traffic controls as required by the cities, counties and governing authorities, the permit(s) requirements, Company, and Department of Transportation (DOT) Temporary Traffic Control Standard Specifications. Contractor shall coordinate the work with appropriate Jurisdictional Authorities.
- 1.9.2. Contractor shall be responsible for the safety of the general public and shall always give right of way to all other vehicular traffic on the roadway. Contractor shall not detour traffic, close a lane, or impede traffic flow without approval from the jurisdictional authorities.
- 1.9.3. Contractor shall furnish all signs, barricades, barriers, cones, drums, warning lights, flag persons or other devices that are required and obtain all necessary approvals from the appropriate Jurisdictional Authorities. Contractor shall maintain a log and provide Company with a copy of the log containing such approvals obtained on a weekly basis.
- 1.9.4. All traffic control devices shall be in good working order and inspected by Contractor prior to delivery to the work site. Periodic inspections shall be done to ensure proper operation.
- 1.9.5. Contractor shall be responsible to conform to all traffic control requirements contained in the Construction Documents and/or permits. If Contractor fails to comply with the traffic control requirements, and/or does not immediately correct traffic control deficiencies as directed by jurisdictional authorities, Company may issue a stop work notice. This stop work notice will continue until such requirements have been approved/achieved. Contractor shall not be entitled to compensation in time or money for time lost during this stop work order. If Contractor violates traffic control requirements, such violation will be cause for a default under the Contract Documents Company.
- 1.9.6. All work operations including paving, rolling, grading, supplying of material and the travel of supervisory personnel shall always be in the direction of normal traffic.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 1.9.7. Vehicle and equipment lights, light lenses, and reflectors shall be operational and cleaned as often as necessary. All vehicles and equipment shall require flashing amber lights including material delivery vehicles.
 - 1.9.8. Fire extinguishers and first aid kits shall be provided on all vehicles and shall be in good working order at all times, and the job site personnel shall be familiar with their use.
 - 1.9.9. Equipment shall be under the full control of the operator when equipment is in use, and operators shall be familiar with their use.
 - 1.9.10. No vehicle or equipment shall be stopped or parked where it shall interfere with the visibility of any sign.
 - 1.9.11. At the end of each workday, all Contractor's equipment and any traffic protection devices shall be removed from traffic lanes, shoulders, other sites, and placed in protected locations.
 - 1.9.12. A stopped or slow-moving truck on the pavement shall never be used as the first warning a motorist receives of a work area restriction ahead.
 - 1.9.13. All vehicles re-entering the traffic stream from the work areas shall have the assistance of a traffic observer.
 - 1.9.14. Equipment that could damage any roadway facilities shall not be allowed to operate until adequate protective measures are provided. Company's approval of such protective devices shall not relieve the Contractor from responsibility for damage to any paved surface.
- 1.10. UTILITY LOCATIONS AND SUBSURFACE OBSTRUCTIONS
- 1.10.1. Contractor shall recognize that any and all utilities, if any, shown on Contract Drawings are for informational purposes only. Contractor is required to locate/field verify all utilities; Company assumes no responsibility for the accuracy of the utilities shown.
 - 1.10.2. Contractor is responsible to locate and avoid all subsurface obstructions.
 - 1.10.3. Contractor shall contact the utility one-call system in advance of construction for location of buried utilities as required by the Jurisdictional Authorities. Contractor is responsible to locate and avoid all subsurface obstructions. It is the Contractor's responsibility to verify the locations of subsurface obstructions shown on the drawings as well as any additional obstructions not identified on the drawings. **Contractor is also responsible for contacting and confirming the location of facilities of utilities or other entities (including those) not taking part in the One Call System.**

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 1.10.4. Contractor shall be responsible to (pothole/hand dig) and verify the exact location of every pipeline, utility, drainage facility, or other buried facility prior to working in the area. Contractor is responsible for receiving Jurisdictional Authorities approval prior to excavation where applicable. Contractor shall then make any adjustments, in the field or otherwise, to install the conduit or duct where it shall not interfere with other conduits or utility systems. Any adjustments to the running line requested by Contractor shall be submitted to Company for review. Contractor shall obtain Company approval prior to adjustments.
- 1.10.5. Contractor shall be solely responsible for any and all direct and indirect costs and consequences arising from damage to utilities.
- 1.10.6. Contractor shall keep a Utility Location Log of all telephone contacts to notify existing utilities of pending excavation. Such log shall include date, time of day, name of individual contacted, name of agency or Company contacted, telephone number, and confirmation number. The Utility Location Log shall be made available to Company for review prior to construction and submitted on a weekly basis.
- 1.10.7. When crossing buried pipes, cables, and other utility lines, the ducts placed shall maintain a minimum separation of twelve inches (12") or as specified by the utility Company or permit requirements while maintaining a minimum thirty-six inch (36") cover or as required by contract documents.

1.11. SUPERVISION AND SUPERINTENDENTS

- 1.11.1. Contractor shall keep on the work site, during the progress of the Work, a competent representative approved by Company who shall be the "Authorized Representative" of Contractor. Directions and communications to the representative from Company in connection with the Work shall be treated as directions and communication to the Contractor. Company reserves the right to have the Contractor's representative removed and/or replaced from the work site.
- 1.11.2. Contractor's representatives shall be English-speaking and have the proper skill, training, background knowledge, experience, rights, authorizations, character, and licenses as necessary to perform the work in a competent, ethical, and professional manner.
- 1.11.3. Contractor shall furnish to Company, in writing, all the names and numbers of the members of his/her organization and subcontractors' organizations who can be contacted in the event of out-of-hours emergency at the construction site.

1.12. PROJECT MEETING REQUIREMENTS

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

1.12.1. Contractor shall be required to attend progress meetings as requested by Company. Contractor shall be required to attend meetings with Jurisdictional Authorities and other third parties as requested by Company.

1.13. ENVIRONMENTAL CONDITIONS

1.13.1. Contractor shall install erosion control prior to construction activities. Contractor shall be responsible for all erosion and sediment controls as mandated by the Jurisdictional Authorities or instructed by Company.

1.13.2. Contractor shall immediately notify Company if hazardous or contaminated materials are uncovered, encountered, revealed, or introduced at the job site. Following the notification, Contractor shall provide a written report of the discovery. Contractor shall immediately stop all work in the area affected by the condition and not resume work in the affected areas unless instructed in writing to do so by Company Project Manager.

1.13.3. When corrective action or remediation of hazardous or contaminated material is made necessary or is caused by Contractor's fault or through negligence, Contractor shall be responsible for all costs associated with remediation and cleanup of the contamination. Cost responsibility shall include all costs relating to the identification of the contamination, testing, determination of remedial actions, removal and corrective measures associated with the encountered toxic or hazardous materials, and any other costs associated with the cleanup of the contamination. Delays resulting from Contractor introducing hazardous material to work sites shall not become the basis for an extension of time or additional compensation to complete the Contract.

1.13.4. Contractor is not responsible for disposal of hazardous waste materials not introduced by the Contractor.

1.14. SITE AND LOCATION CONDITIONS

1.14.1. The Contractor states that all of the available records regarding existing conditions have been examined; that a field examination of the site and right of way has been conducted; and the subsurface conditions, surface and subsurface water conditions to be encountered, the character of equipment and facilities needed for the prosecution of the Work, the location and suitability of all construction materials, the quantities in various sections of the Work, the local labor conditions, and all other matters in connection with the Work and services to be performed under this Contract have been thoroughly studied.

1.14.2. The Contractor shall warrant that its opinions and interpretations regarding the character of materials to be excavated have been derived from an inspection of the ground and studies of available records of subsurface conditions.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 1.14.3. Contractor shall check and verify all details of existing conditions prior to proceeding with the Work.
- 1.14.4. The Contractor further states that the prices contained herein are based on its own knowledge and judgment of the conditions and hazards involved and not upon any representation of Company.
- 1.14.5. Contractor shall confirm in writing with Company prior to doing any work on customer's facilities. Company will need to coordinate this activity.

1.15. EMERGENCY CONTINGENCY PLAN

- 1.15.1. Contractor shall comply with, and participate in, all Emergency Contingency Plans of Company or Jurisdictional Authorities. Such plans shall include response plans, notification procedures and public safety protection plans for various potential construction and hazardous materials emergencies.

2.0 CONSTRUCTION SPECIFICATIONS

All materials and equipment shall be applied, installed, connected, erected, utilized, cleaned, conditioned and calibrated in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents. Contractor shall abide by the following acceptable practices to complete the installation:

2.1. GRASS/SOD TRENCH INSTALLATION

- 2.1.1. Contractor shall excavate as required (i.e. machine trench, backhoe, hand dig, etc.) to install ducts as indicated in the Contract Drawings and typicals to allow a minimum of thirty six inches (36") of cover to top of conduit below finished grade, or as specified on the Contract Drawings, Scope of Work and/or permits. The installation shall include removal and disposal of excavated materials or materials not suitable for backfill and the installation of the conduit.
- 2.1.2. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.1.3. Trenches shall be kept as straight as practical. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- clear of debris and loose rock. All changes in trench grade shall be less than one foot (1') per ten feet (10').
- 2.1.4. In applications where HDPE ducts are installed, Contractor shall install the ducts to prevent excessive waving of the ducts within the trench. Contractor shall tension the ducts to prevent waving in the trench prior to backfilling. The trench shall then be backfilled while the duct is still under tension. Conduits shall be installed in such a manner as to keep conduit configuration consistent. Conduits shall be bound along the trench line every ten feet (10') to maintain this configuration and minimize spiraling.
- 2.1.5. Warning tape shall be installed twelve inches (12") below existing grade where the conduit installation method is trenching or plowing. Installation of a warning ribbon is not a requirement in areas where the installation method of the conduit is by directional boring.
- 2.1.6. Contractor shall have the full responsibility to ensure tie-ins and duct couplings are made to ensure elevations remain as straight as possible and that the duct and conduit joints provide an airtight seal. Contractor shall furnish Company approved duct couplers to achieve this requirement.
- 2.1.7. All trench sections must be closed at the end of each working day or protected using the appropriate barricade as the site conditions warrant to protect the public. This may require barricading the area with temporary steel plating (or other measures required by jurisdictional authorities), orange plastic fence, water filled plastic or concrete barricades, a-frame barricades, overnight flashers with the appropriate warning signage. Contractor shall restore the surface conditions to original or better conditions or as required by the Jurisdictional Authorities and Company.
- 2.1.8. Where required by Contract Drawings, Contractor shall furnish and install 10 gauge insulated locate wire within all trench line excavations leading into access points. Locate wire shall be installed as described and as shown on the typical.
- 2.1.9. Contractor shall ensure tie-ins and duct couplings are made to ensure elevations remain straight as possible and that the duct and conduit joints provide an airtight seal. Contractor shall furnish Company approved duct couplers to achieve this requirement.
- 2.1.10. Contractor shall, in his pre-bid survey, determine soil and rock conditions. Soil & rock conditions shall be determined by the Contractor prior to project commencement, and will not be considered for a request for change order.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 2.1.11. Contractor shall notify Company of areas where minimum cover requirements cannot be met. Company reserves the right to direct Contractor to cover conduit with 1/4" steel plate, split pipe, concrete slurry or a combination of these. The material and installation cost shall be by Contractor.
- 2.1.12. It will be the responsibility of the Contractor to re-seed and/or re-vegetate to match the existing conditions required by the Jurisdictional Authority and Company.

2.2. PAVEMENT TRENCH INSTALLATION

- 2.2.1. Contractor shall excavate as necessary to install ducts as specified on the Contract Documents or as specified on the construction drawings, Scope of Work or by permits. The installation shall be completed by saw cutting the roadway surfaces to a neat vertical edge, removing and disposing of excavated pavement and excess excavated material and installing the conduit(s) as shown in the construction drawings.
- 2.2.2. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.2.3. Temporary pavement restoration shall be required when vehicular traffic may be present prior to final pavement restoration. Final pavement restoration shall be governed by, and in compliance with the requirements of the Jurisdictional Authorities. Final asphalt restoration shall typically include roto-milling to remove existing asphalt beyond each side of the trench six inches (6") on each side of the trench or as required by the Jurisdictional Authority. Final concrete restoration shall typically include replacing the concrete to match the existing roadway cross-section.
- 2.2.4. Trenches shall be kept as straight as practical. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept clear of debris and loose rock as approved by Company's field representative. All changes in trench grade shall be less than one foot (1')

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

per ten feet (10') unless otherwise approved by Company representative. Conduits shall be placed in the excavation as straight as practical.

- 2.2.5. In applications where HDPE ducts are installed, Contractor shall install the ducts to prevent excessive waving of the ducts within the trench. Contractor shall tension the ducts to prevent waving in the trench prior to backfilling. The trench shall then be backfilled while the duct is still under tension. Conduits shall be installed in such a manner as to keep conduit configuration consistent. Conduits shall be bound along the trench line every ten feet (10') to maintain this configuration and minimize spiraling.
- 2.2.6. Warning tape shall be installed twelve inches (12") below existing grade where the conduit installation method is trenching or plowing. Installation of a warning ribbon is not a requirement in areas where the installation method of the conduit is by directional boring.
- 2.2.7. Contractor shall ensure tie-ins and duct couplings are made to ensure elevations remain straight as possible and that the duct and conduit joints provide an airtight seal. Contractor shall furnish Company approved duct couplers to achieve this requirement.
- 2.2.8. Driveways, lanes, or roadways, when required to be open cut, shall be opened just prior to the conduit placement and restored to a passable condition immediately after work is complete. In no case shall the driveway, lane, or roadway be left impassable at the end of each work day. The general public safety is paramount and appropriate steps shall be taken to ensure safety at all times. Where a drive or roadway trench must be left open for traffic, Contractor must provide the material and method required to allow for movement of traffic.
- 2.2.9. Trenches shall be promptly backfilled with select material and placed so that final grade is restored to original grade to ensure no hazard to vehicular, animal or pedestrian traffic. No trenches shall be left open overnight unless allowed by Jurisdictional Authorities and Contractor has received the written approval of the Company's field representative. If allowed and written approval is granted, all open trenches shall be properly guarded or barricaded to prevent damage or injury.
- 2.2.10. In areas inaccessible to tamping type rollers where compaction is required, a mechanical tamper of a size suitable for the work involved shall be used. Pneumatic tampers shall be operated at pressures no less than those recommended by the manufacturer.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.2.11. Where required by Contract Drawings, Contractor shall furnish and install 10 gauge insulated locate wire within all trench line excavations leading into access points. Locate wire shall be installed as described and as shown on the typical details.
- 2.2.12. Contractor shall, in his pre-bid survey, determine soil and rock conditions. Soil & rock conditions shall be determined by the Contractor prior to project commencement, and will not be considered for a request for change order.
- 2.2.13. Contractor shall notify Company of areas where minimum cover requirements cannot be met. Company reserves the right to direct Contractor to cover conduit with 1/4" steel plate, split pipe, concrete slurry or a combination of these. The material and installation cost shall be by Contractor.

2.3. BORE & PLOWING INSTALLATION

- 2.3.1. Boring shall be completed with the excavation of bore launching and receiving pits, any required shoring, any required rock removal, and the installation of the conduit at a depth no less than twenty-four inches (24") of cover or as required in the Contract Drawings, Scope of Work or permits. Maximum depth of bore installation shall not exceed five feet (5') or as approved by the Company Project Manager. Depth requirements at railroad and stream crossings shall be in accordance with the permit requirements. Bore installation shall include pushing, boring, or simultaneously boring and pushing casing pipes and duct under roads, exit ramps, railroad tracks, driveways, sidewalks, ~~and~~ environmentally sensitive areas and other features indicated on the Contract Drawings or as directed by Company. Acceptable methods of boring include jack boring, dry auger boring, and directional boring.
- 2.3.2. Duct and Casing Pipe shall be installed in locations as shown on the Contract Drawings or required by permits. Contractor shall plan all bores as to not exceed fifteen degrees (15°) of bends in the duct. Bore pits shall be placed to conform to regulations mandated by the Jurisdictional Authorities or as necessary.
- 2.3.3. Warning tape shall be installed twelve inches (12") below existing grade where the conduit installation method is trenching or plowing. Installation of a warning ribbon is not a requirement in areas where the installation method of the conduit is by directional boring.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.3.4. Before boring and/or plowing, Contractor shall check all obstructions and clearances. All existing utilities and facilities shall be located and remain open until the bore has been completed.
- 2.3.5. No bore pits or potholes shall be left open overnight unless allowed by Jurisdictional Authorities and the written approval of Company's field representative is granted. If allowed and approved in writing, all openings shall be properly covered, guarded or barricaded to prevent damage or injury.
- 2.3.6. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.3.7. All ends of bore casing shall be sealed using non-shrink grout. All conduits shall be capped, sealed watertight and shall be well marked to accommodate locating. All bore pits shall be dewatered.
- 2.3.8. Restoration shall include the placement of select fill or clean backfill compacted in eight-inch (8") lifts. Clean backfill is defined as existing native soil containing material that is free of debris and contains no cobbles and no frozen soil or backfill materials greater than one half inch (1/2") in diameter. All backfill shall be compacted to nearby native compaction and 95% proctor in under all sidewalks and roadways or to the specifications of the Jurisdictional Authority, whichever is greater. The work may also include shoring, bracing, road bore connections, and all other operations necessary to complete the installation in a safe manner.
- 2.3.9. Contractor is responsible to implement containment methods of bore fluid and any or all additives to not contaminate the work area as site conditions dictate. The Contractor shall dispose of all bore fluids and vacuum slurry in accordance with the Jurisdictional Authority environmental disposal regulations.
- 2.3.10. Setup of directional boring equipment must be made in a manner to minimize damage to the surrounding area. Emphasis shall be placed on setup locations to ensure that the equipment, debris, and/or bore fluid

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

overflow do not encroach onto private property or public drainage systems. Contractor shall be responsible for disposing of all waste.

- 2.3.11. All directional boring equipment shall have electrical protective devices to protect the operators from electrical shock. Company requires that these devices not be circumvented in any way and that all protective safety equipment is worn or used by all required individuals. Anyone not wearing or using appropriate protective equipment shall not approach or touch the directional drilling equipment.
- 2.3.12. Prior to beginning and directional drilling operations, the navigation system shall be calibrated on a daily basis at minimum. Calibration shall be accomplished according to manufacturer specifications. Contractor shall establish and maintain a calibration log on site that is available for review by Company.
- 2.3.13. No items attached to the backside of the reamer shall be allowed without the use of a free moving swivel to eliminate the rotation of trailing stem. When adding additional stem or attachments where the addition/attachment is not within sight of the bore machine operator, all power providing any movement to stems shall be disengaged and the stems at the boring rig shall be locked down. Power shall only be reinstated after the item being attached to the stem is securely connected and all personnel are clear of moving components.
- 2.3.14. Contractor shall have the full responsibility to ensure tie-ins and duct couplings be made to ensure ~~the stems~~ remain straight as possible and that the duct and conduit couplers provide an airtight seal.
- 2.3.15. Contractor shall, in his pre-bid survey, determine soil and rock conditions. Soil & rock conditions shall be determined by the Contractor prior to project commencement, and will not be considered for a request for change order.

2.4. BRIDGE & TUNNEL ATTACHMENT INSTALLATION

- 2.4.1. Contractor shall furnish and install hangers and hardware for the attachment of the duct or conduit to bridges and tunnel walls. Hangers and hardware shall be as shown on the Contract Drawings. All hardware shall be hot dipped galvanized after manufacture.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 2.4.2. Conduit used for bridge and tunnel attachments shall be bulletproof FRE or GRS pipe. Conduit shall be supported at intervals shown on the Contract Drawings while not exceeding ten feet (10') separation between hangers. At no time shall Contractor install the conduit or hardware to be the lowest point on the bridge.
 - 2.4.3. Contractor shall furnish and install expansion joints at all structure joints and other locations as indicated on Contract Drawings. At no time shall spacing of expansion joints exceed one hundred linear feet (100') of duct.
 - 2.4.4. All nuts shall be tightened with a torque wrench to the appropriate pressure. Contractor shall double nut all hanger bolts. All nuts shall be placed with "Lock-tite" or an approved equal locking compound.
 - 2.4.5. Installation and materials shall be in accordance with the Jurisdictional Authorities. Contractor shall perform the work in such a manner to avoid disrupting vehicular or pedestrian traffic unless approved in writing by the Jurisdictional Authorities and Company.
 - 2.4.6. Contractor shall install pull boxes as shown on the Contract Drawings. Pull boxes shall be independently supported so as to not rely on the conduit for support.
 - 2.4.7. Contractor (as required on Contract Drawings) shall perform cores of the bridge abutment walls or tunnel walls. Contractor shall be sure to sweep conduit gradually for all transitions to buried conduits. Steel conduit shall be maintained until the desired depth is achieved for the transition.
 - 2.4.8. All conduit bends shall have a minimum 36" bending radius. Variations shall be approved by the Company Project Manager.
- 2.5. BUILDING RISERS
- 2.5.1. Building risers shall include all conduits, pull boxes, attachment hardware, mounting hardware, wall penetrations and floor penetrations.
 - 2.5.2. Pullboxes shall be designed to be self-supportive and not rely on the conduit for stability.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.5.3. All conduit bends shall have a minimum 36" bending radius. Variations shall be approved by the Company Project Manager.
- 2.5.4. Building owner or management must approve all work in advance including wall, ceiling, roof and/or floor penetrations.
- 2.5.5. Contractor shall ensure all building penetrations are free and clear of utilities such as water, sewer, gas, electrical and steam lines and that the penetration does not compromise the structural integrity of the building.
- 2.5.6. Contractor shall follow and perform fire proofing of all foundation, wall, ceiling and floor penetrations as required by the building owner, local and national codes or other Jurisdictional Authorities.

2.6. RODDING, ROPING AND INNERDUCT INSTALLATION

- 2.6.1. Contractor shall determine the integrity of existing sections of conduit prior to installation of any pull line. Contractor shall proof the existing conduit run as per Section 2.9, Proofing Duct.
- 2.6.2. Contractor shall use a variable length rodder to physically "rod" the existing conduit or innerduct or use an air blown missile/carrier to install a jet line or mule tape and then pull back an appropriately sized mandrel to proof the conduit or inner duct. This activity will determine whether or not the conduit run is continuous or whether collapsed or damaged conduits exist. Should damaged conduit be found, Contractor shall contact Company's representative to determine a course of action.
- 2.6.3. Once a determination has been made that the conduit run is successful, Contractor shall "rope" the existing conduit run with a pull line or mule tape as instructed by Company.
- 2.6.4. Proofed and/or verified conduits shall have innerducts placed within them as directed by Company. Contractor shall use swivels any time innerduct is being installed to prevent twisting of the duct.
- 2.6.5. Contractor shall apply Company approved lubricant as required during the innerduct installation process.
- 2.6.6. Contractor shall ensure breakaway tension of the winch is within the specifications of the innerduct manufacturer.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.6.7. Once innerduct is installed, all innerducts shall be proofed as per Section 2.9, Proofing Duct as directed by Company.
- 2.6.8. Each innerduct shall have a pull line or other pull rope installed as directed by Company.
- 2.6.9. Contractor shall install a blank duct plug to each innerduct end, making sure to tie-off all pull lines.
- 2.6.10. Contractor shall use caution through the entire rodding, roping and innerduct installation process to avoid damaging any existing conduits, innerducts, cables, or other previously existing plant.
- 2.6.11. Contractor shall prepare, and furnish to Company, butterfly drawings of manhole system showing Company duct and overall layout of ducts in the manhole.

2.7. MANHOLE INSTALLATION

- 2.7.1. The Contractor shall install manholes at locations as shown on the Construction Drawings and as approved by Company. The Contractor shall install manholes to the specifications of the manufacturer as depicted on the typical drawings and any applicable Jurisdictional Authorities' specifications.
- 2.7.2. Contractor shall place the manholes on a minimum twelve-inch (12") thick bed of crushed stone, bed material shall consist of clean three quarter inch (3/4") crushed stone placed on filter fabric extending a minimum of 6" past the perimeter. The ducts shall enter and leave manholes exactly opposite each other. Frames and covers shall be installed to match existing grade unless otherwise noted and shall be shimmed using precast or steel grade rings.
- 2.7.3. Manholes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one-inch (1") of drop to twelve inches (12") of grade.
- 2.7.4. Contractor shall not use material less than five thousand pounds per square inch (5,000 PSI) in density to shim frames and covers or as necessary to maintain the load rating on the manholes.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.7.5. All manhole penetrations shall be sealed with a non-shrink grout. All conduit and duct ends shall be sealed with duct plugs/caps. Large diameter ducts shall be trimmed neatly inside the manhole. For PVC conduit installation, conduits shall be flush to the interior manhole wall and beveled conduit terminators installed on the conduit. During installation of HDPE conduits, conduits shall extend 12" into the manhole as directed by Company.
- 2.7.6. Contractor shall install racks, hooks, and appurtenances in manholes as per the manufacturer's recommendations, contract documents and/or typicals.

2.8. HANDHOLE INSTALLATION

- 2.8.1. Contractor shall install handholes at locations as shown on the Contract Drawings and/or as approved by Company. The Contractor shall install handholes to the specifications as depicted on the typical drawings and/or manufacturer's specifications.
- 2.8.2. Contractor shall place the handholes on a minimum six inch (6") thick bed of crushed stone. Bed material shall consist of clean three quarter inch (3/4") crushed stone that extends a minimum of 6" beyond the perimeter of the handhole. Contractor shall place a rodent-proof mesh on top of the rock bedding (extending past the handhole perimeter a minimum of 6").
- 2.8.3. Handholes shall be placed so that the lid sits flush with the existing grade.
- 2.8.4. Handholes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one-inch (1") of drop to twelve inches (12") of grade.
- 2.8.5. All conduit and duct ends shall be sealed with Contractor supplied duct plugs/caps. For PVC conduit installation, conduits shall be flush to the interior handhole wall. During installation of HDPE conduits, conduits shall extend a minimum of 6" into the handhole above the rock base with a gradual sweep.
- 2.8.6. Contractor shall install racks, hooks, and appurtenances on handholes as per the manufacturer's recommendations in accordance with the Contract Drawings, manufacturer's specifications and per Company representative.

2.9. PROOFING DUCT

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.9.1. The integrity of the conduit and duct system shall be tested for continuity by use of a mandrel. Mandrels shall be approximately six inches (6") long with a diameter equal to eighty-five percent (85%) of the nominal duct inside diameter. Each end of the mandrel shall be fashioned with rubber washers. The mandrel enables Contractor to ensure continuity from point to point as well as delineating any deficiencies (e.g., kinks, separations) in the conduit/duct system.
- 2.9.2. All proof testing will be performed after the trench has been properly backfilled and compacted. Contractor shall purge the duct prior to testing to remove any accumulated debris (e.g., rocks, soil) and/or water. Contractor shall provide 24 hours' notice to Company prior to proofing.
- 2.9.3. Contractor will proof each duct by pulling or jetting the mandrel through the duct from one access point (handhole or manhole) to the next access point. Contractor will repair any deficiencies in the conduit/duct system detected by the testing process. Once the deficiency has been repaired, Contractor will re-perform the testing process until the section passes proofing. Contractor shall record wall to wall distances per Section 1.6.1 Red Line Drawings.
- 2.9.4. Contractor will be REQUIRED to place a secure protective sleeve on the ends of the conduit or innerduct to stop the mandrel at the exit point of the mandrel in the manholes or handholes while proofing.
- 2.9.5. Upon completion of the proofing process and mule tape/Jet-line installation, all ducts shall be plugged with duct plugs and mule tape/Jet-line shall be tied off. Once cable has been installed a simplex duct plug shall be installed.
- 2.10. ROUTE MARKERS
- 2.10.1. Contractor shall install cable route markers as required by Company. Contractor shall exercise special caution to locate the cable route markers to avoid interference with the warning tape, conduit, manhole/handhole lids and any other existing facilities. The Contractor shall install marker post location stations at all fiber optic splice and mid-sheath cable openings.
- 2.11. CORING
- 2.11.1. Contractor shall perform all cores into abutments, tunnel walls, manholes, handholes, and vaults by utilizing a core drill with a core type bit. Contractor shall drill a pilot hole prior to performing the core to verify the

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

core's location. Contractor shall core a hole that is not more than one half inch (1/2") greater than the outside diameter of the conduit that is being placed through the core. Contractor shall seal the core utilizing a non-shrink grout. In addition, Contractor shall adhere to the specifications imposed by the Jurisdictional Authorities and owner of the facility being cored into.

2.11.2. Contractor shall perform all cores into buildings by utilizing a core drill with a core type bit. Contractor shall drill a pilot hole prior to performing the core to verify the core's location. Contractor shall core a hole that is not more than two inches (2") greater than the outside diameter of the conduit that is being placed through the core. Contractor shall furnish and install a link seal on both ends of the core and tighten in a criss-cross fashion. In addition, Contractor shall adhere to the specifications imposed by the Jurisdictional Authority and owner of the facility being cored into.

2.11.3. As required by facility owners, Jurisdictional Authorities, or as requested by Company, Contractor shall perform an x-ray of the facility to check for stress members prior to coring or drilling into. Contractor shall make adjustments to the core location to avoid all such stress members.

2.11.4. Contractor shall stub out conduit according to Company's Building Entrance Drawings and/or National Electric Codes.

2.11.5. All clean-up is the responsibility of the Contractor and to the satisfaction of Company and facility owner.

2.12. UNDERGROUND FIBER OPTIC CABLE INSTALLATION

2.12.1. Contractor shall install fiber optic cable in the conduit system as specified in the Work, on the Construction Drawings, and in accordance with Company's specifications and the manufacturer's recommendations.

2.12.2. Each reel of fiber optic cable will be tested at the factory. The Contractor may, at their discretion, reel test the fiber cable prior to receipt. Contractor assumes responsibility of the fiber cable upon receipt, until full completion and acceptance of the work by Company.

2.12.3. Contractor has the option to blow, jet, or pull the fiber optic cable for installation. Should Contractor choose to install the cable by pulling, Contractor shall be responsible for furnishing and installing pull rope. Contractor shall, to the best of their ability, install the fiber optic cable in the

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

most consistent manner throughout the duct system. This shall include (but is not limited to) installation within the same color or location of duct.

- 2.12.4. Contractor is responsible for the protection of fiber optic cable until final completion of work and acceptance by Company of the installed, spliced and tested cable from the Contractor. This includes, but is not limited to, storage of the cable prior to installation, overnight protection because the entire cable was not installed prior to stopping work for the day, and during any transportation.
- 2.12.5. Contractor shall leave slack coils as shown on the Contract Drawings and/or as directed by Company's field representative. Cable slack coils shall have a radius recommended by the manufacturer. Contractor shall leave cable slack coiled in handholes and manholes shown on the Construction Drawings or as specified by Company's field representative. All cable slack shall be neatly coiled.
- 2.12.6. The Contractor shall rack all slack coils to the handhole or manhole racking where applicable. Where racking is not installed, Contractor will neatly store slack coils where they will not be damaged by lid closures or personnel entering or working in manhole/handhole. Cable shall be identified in each manhole/handhole utilizing the Company supplied cable tags. Contractor shall label all cable tags with a permanent marker. Labels shall include the count of fiber and any requested Company information.
- 2.12.7. Contractor shall furnish and install simplex style duct plugs upon cable installation at all duct ends. Duct plugs shall be installed to ensure watertight seal between the cable and the conduit.
- 2.12.8. Contractor shall avoid bends of small radius and twists that may damage the fiber optic cable. During installation, Contractor shall not bend cable in a radius less than manufacturer's recommendations. Contractor shall utilize pulleys, sheaves, radius wheels, or other devices to meet this requirement.
- 2.12.9. Contractor shall not install the cable with more than six hundred (600) pounds of dynamic tension and shall use a breakaway swivel. Contractor shall use safeguards such as adjustable slip clutch capstan winches or pulling dynamometers. Contractor shall be responsible for proving that all safeguards have been calibrated and demonstrate their functionality.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 2.12.10. Contractor shall utilize cable lubrication to reduce pulling tension using Polywater, or Company approved equal.
- 2.12.11. Contractor shall install the cable into the conduit system without splices in the fiber optic cable except where noted on the Construction Drawings.
- 2.12.12. Any and all damages to the cable caused by or discovered by Contractor shall be immediately reported to Company's field representative. Upon notification, Company will instruct Contractor as to action necessary for cable repair or replacement.
- 2.12.13. Contractor shall dispose of all reels in an appropriate manner. Any unused cable shall be returned to Company as directed by Company's field representative. Contractor shall properly dispose of any cable determined to be "unusable" by the Company field representative.
- 2.12.14. No figure eight (8) machines shall be used to place fiber optic cable.
- 2.12.15. Contractor shall produce redline drawings of the installed fiber optic cable and submit them to Company on a weekly basis or as required by the Contract Documents.
- 2.12.16. Fiber tags shall be placed at every manhole and handhole and on each side of all splice enclosures

2.13. AERIAL FIBER OPTIC CABLE INSTALLATION

- 2.13.1. Contractor shall install fiber optic cable as specified on the Contract Drawings. Contractor shall install fiber optic cable in accordance with Company's specifications and the manufacturer's recommendations. The work shall be performed in accordance with Bell Core standards and the standards of all Jurisdictional Authorities and facility/ property owners.
- 2.13.2. Each reel of fiber optic cable will be tested at the factory. The Contractor may, at their discretion, reel test the fiber cable prior to receipt. Contractor assumes responsibility of the fiber cable upon receipt, until full completion and acceptance of the work by Company.
- 2.13.3. Fiber tags shall be placed at every pole and on each side of all splice enclosures.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

- 2.13.4. There shall be strand continuity throughout the system. Contractor shall ground and bond the suspension strand per the following requirements. Suspension strand shall be grounded and bonded at all dead end poles, double dead end poles, every 2,500 feet, riser locations and at splice locations. All guys shall be bonded together and to the suspension strand at angle poles, dead end pole and double dead end poles. The suspension strand shall be grounded to the pole ground at all bonding locations. A bimetallic aluminum to copper (ALC) connector shall be used to bond the bare solid number 6 copper wire to the strand. The bare number 6 copper wire shall be bonded to the power pole vertical ground wire using a brass split bolt connector. Strand to strand bonds shall be accomplished using a separate bond clamp and #6 copper bond, (i.e. double framed poles).
- 2.13.5. Anchors and guy wires shall be installed prior to the installation and tensioning of the suspension strand.
- 2.13.6. Guy strand size shall be the same as the supporting strand when the guy has a lead over height ratio of $\frac{1}{2}$ or better. 6.6M EHS strand shall be utilized for sidewalk anchors and at locations where the lead over height ratio is less than $\frac{1}{2}$.
- 2.13.7. Downguys shall be attached to standard pole line hardware and anchor rods using a preform dead end, two bolt clamp for 6.6M strand or strand vice.
- 2.13.8. Auxiliary eye anchor rod attachments shall be used unless specifically approved by the host utility and included in the Pole Attachment Agreement provisions. Installations of new anchor rods are required at all guy locations. Anchor rods shall not protrude more than twelve (12) inches
- 2.13.9. Contractor shall install guy guards (shields) on all down guys.
- 2.13.10. Metal, wood or fiberglass standoff arms may be used to clear obstructions or to maintain in-line alignment of the suspension strand if approved by the pole owner and/or Jurisdictional Authority.
- 2.13.11. Fiber optic cable shall be smoothly installed using double lashing to strand. Loose lashing or excessive twisting or weaving of cable around messenger shall be cause for rejection.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 2.13.12. Cable shall not be pulled with more than 600 lbs. of dynamic tension. Safeguards, such as break-away swivels, adjustable slip-clutch capstan winches, or pulling dynamometers shall be used.
- 2.13.13. Cable rollers shall be placed every fifty (50) feet, or closer where required, to protect the cable and property and to assure proper clearance over driveways and streets. Special corner cable rollers shall be used for pulling cable around any corner.
- 2.13.14. Bends of small radii and twists that may damage the fiber optic cable shall be avoided. During cable placement, cable shall not be bent in a radius less than cable manufacturer's recommendation of the cable. Pulleys, sheaves or radius wheels shall be used to meet this requirement.
- 2.13.15. Cable shall not be pulled at greater than 180 degrees of cable bend per pull.
- 2.13.16. Lashing wire shall be terminated with a lashing wire clamp on each side of every pole. The lashing wire shall be wrapped two times around the strand before terminating in the lashing wire clamp. The lashing wire shall be placed between the two washers and shall be wrapped no more than 1/2 turn. The lashing wire must not cross itself under the washers. When the lashing wire is securely fixed, the end of the lashing wire shall not be exposed. When double lashing, Contractor shall not place both lashing wires under the same washer.
- 2.13.17. At each pole, the cable and strand shall be separated by cable support and spacers. A minimum of two (2) straps and two (2) spacers shall be used equidistant from each side of the pole.
- 2.13.18. For each reel of fiber optic cable placed, the location of slack loops shall be at 3,000 feet intervals and at Company designated riser locations or Company project manager discretion. Each reel will be utilized completely for each section unless directed otherwise by Company. The length of slack loops shall be 100 linear feet using a "snowshoe" storage system. Slack loops shall be located as far from the pole as possible (with a minimum of 4 linear feet) and installed as shown in the Contract Drawings. Slack coils shall not be placed on the pole. Contractor shall not coil the cable on the pole. Contractor shall not exceed the recommended bend radii in the slack loop.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

2.13.19. Company supplied fiber warning tags will be placed at each pole.

2.14. FIBER OPTIC SPLICING

- 2.14.1. Splicing of fiber optic cable shall only occur at locations indicated on the Contract Drawings or as approved by Company or as indicated on Company supplied splice assignment sheets.
- 2.14.2. Contractor shall splice all fibers in accordance with and as designated in the splice assignment sheets provided by Company. Contractor shall splice the fiber optic cable in accordance with Company's specifications and the manufacturer's recommendations.
- 2.14.3. Contractor shall confirm, prior to splicing, that the information indicated by the Company provided splice assignment sheets are correct and consistent with what the Contractor actually encounters in the field. (Therefore, if the Contractor is working on a fiber cable and has been informed by Company that its composition is of mixed fiber types; the Contractor must confirm this composition and the sequencing by visual inspection prior to splicing. If any information is absent or incorrect on the splice drawings, it is the Contractor's responsibility to notify Company and obtain the correct information.)
- 2.14.4. Contractor shall provide splicing equipment that is in good, clean working condition. Contractor shall calibrate the splicing equipment as recommended by the manufacturer. All splicing equipment should be modern, use the "core alignment" method to align fibers to be spliced and meet current GR196 (issue 2) splicing standards. Company reserves the right to inspect the splicing equipment and to request the Contractor to calibrate and/or clean the equipment upon inspection.
- 2.14.5. All fibers are to be fusion spliced and organized, placed and secured in the splice enclosure equipment provided by Company. Mass fusion splicing shall only be utilized on ribbon fiber cables. Where applicable, a heat oven shall be used to heat shrink all sleeves. A heat gun that is hand applied shall not be permitted. Contractor shall prevent damage to exposed fibers by overheating. Contractor shall not remove coating beyond the areas that will be covered by the heat shrink sleeves.
- 2.14.6. If splicing on or around active fibers is required, Contractor shall exercise special care and precautions. If a fiber/ribbon must be cut as part of the

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

Work, Contractor shall check the fiber(s) with a fiber traffic identifier to confirm that the fibers do not have live traffic. Contractor shall not cut any fiber(s) without prior written authorization by Company. A Company field representative must be present whenever splicing is being performed on or near active fibers. Additionally, the Contractor shall have on site, all necessary materials to make temporary and permanent repairs to any active fibers that may be damaged during the course of the work.

- 2.14.7. All splicing shall be monitored by use of the splicing equipment's integrated local injection and detection or core alignment system.
- 2.14.8. Splice data shall be recorded during the fusion splicing and shall include time of day, weather conditions including temperature and humidity, equipment used, and all other pertinent splicing information.
- 2.14.9. Within each splice enclosure, Contractor shall use a label maker to clearly print and identify each tray with the corresponding fibers and/or buffer tubes contained therein.
- 2.14.10. Contractor shall bond and/or ground splice enclosures per Company's and the Manufacturer's recommendations.

2.15. FIBER OPTIC TESTING

- 2.15.1. The Contractor will supply a direct download and PDF of OTDR traces with no splice event great than .2 db unless approved in writing by Company Project Manager. Company will also require power meter readings at the terminal between the ranges of -17 to -21.

2.16. GROUNDING AND BONDING

- 2.16.1. Contractor shall perform bonding and grounding of all armored cables as depicted in the typical drawings. All bonding and grounding shall be performed in accordance with the splice case manufacturer's specifications.
- 2.16.2. All bonds shall be clean and free of debris and sealed within the splice closure.

EXHIBIT B - SPECIFICATIONS CONSTRUCTION

2.16.3. Ground rods shall be placed at all splice locations. The ground rod furnished by Contractor shall be five-eighths inch (5/8") diameter and eight feet (8') long copper clad and installed to leave eight inches (8") exposed inside the manhole or handhole. Contractor shall install a #6 AWG jacketed solid copper wire from the ground rod to the splice closure attached via mechanical clamps.

3.0 SAFETY

- 3.1. Safety is the foremost concern during progress of the Work. If Company discovers any Contractor performing an unsafe act or operation, Company may notify Contractor to stop work until the unsafe act or operation is corrected. In addition to all other rights and remedies Company has, if unsafe acts or operations occur, Company reserves the right to terminate the Agreement. This project encompasses areas that may include both public and private right-of-way. Therefore, in addition to the workers, consideration must also be made for the general public and for private property.
- 3.2. Guidelines for health, safety and traffic control standards have been established by various agencies. Contractor shall comply with all Health, Safety and Traffic Control standards and procedures as required by the Jurisdictional Authorities and regulations as applicable.
- 3.3. Manhole safety procedures, including testing, monitoring and controlling manhole atmosphere and installing proper manhole barricading, shall be required when accessing manholes to perform work under this Agreement.
- 3.4. Any personal injury to Contractor's employees or agents engaged in work under this Agreement, which requires the services of a medical technician, physician or hospitalization, shall be reported immediately to a Company field representative. Contractor shall also report immediately to Company any injury to other person(s) in which circumstances may concern Company.
- 3.5. Weekly Safety Meetings shall be conducted by Contractor and attended by all Contractor field personnel and Company field representative(s). The past week and anticipated hazards shall be discussed, with preventive measures outlined.
- 3.6. All personnel in construction areas shall wear hard hats and reflective vests at all times. NO EXCEPTIONS. Appropriate clothing and footwear shall be worn at all times. Clothing with offensive or objectionable printing shall not be permitted.

**EXHIBIT B - SPECIFICATIONS
CONSTRUCTION**

- 3.7. Traffic cones, barricades, police details, flaggers, warning signs shall be inspected each day at each site.
- 3.8. In areas that the Contractor is required to place shoring per OSHA specifications, the Contractor shall have a competent person design the protection and shall incur all cost associated with protection of the site.
- 3.9. Under no circumstances shall pedestrian traffic be routed or rerouted onto the Roadway or in an area where vehicular traffic is present.
- 3.10. Explosives shall not be used by Contractor under any circumstances.
- 3.11. The presence and/or use of alcohol, illegal substances or any other substances that may adversely affect the performance of individuals are strictly forbidden on every Company project.

EXHIBIT C
MATERIAL HANDLING PLAN

CONTRACTOR MATERIAL HANDLING PLAN

1.0 OBJECTIVE

The objective of the Contractor Material Handling Plan (CMP) is to clarify the responsibilities of the Contractor as they relate to the acceptance, inventory, handling and requisition of materials associated with Master Contractor Agreements with Company. **Under no circumstances shall any Contractor proceed with operating procedures other than those listed below.**

2.0 ACCEPTANCE

All direct-shipped material shall be received by the Contractor at a secure material storage area. Proper protection shall be provided for materials/equipment requiring shelter from moisture, temperature, humidity, etc....

Contractor shall provide equipment for unloading of Company supplied materials shipped directly from manufacturer or distribution agent. The cost of this facility and equipment shall be included in the Contractors unit or lump sum pricing.

No material shall be accepted that is in sub-standard condition. Any material accepted by the Contractor with visual damage shall be the responsibility of the Contractor. Contractor shall accept material, verify proper condition, quality and quantity on behalf of Company and sign and forward the Bill of Lading (BOL) to the Company representative. Under no circumstances shall a Contractor accept material without a Bill of Lading indicating the purchase order number.

In the event the Contractor receives material with concealed damage, the Company representative must be notified within seventy two (72) hours of receipt of the damaged goods as the shipping company will not accept claims for concealed damage after a five (5) day time frame has elapsed.

When material is damaged to the extent of being unacceptable at the point of delivery, this material should be **REFUSED** and the Company representative notified immediately. The following information shall be made available to the Company representative:

- Company name of the truck line or agency attempting delivery
- BOL number assigned to the material being refused
- Purchase Order number for the material being refused
- Detailed description and quantity of items being refused
- Pictures must be taken showing the extent of all damage and forwarded to the Company representative for claims documentation

Should a driver not allow for the acceptance of only partial shipment, it is acceptable to take possession of the entire shipment, including the damaged materials. This condition should be

CONTRACTOR MATERIAL HANDLING PLAN

noted on the BOL so the damaged materials may be returned to the place of origin. All BOL shall be signed using first and last name and the entry shall be dated.

3.0 INVENTORY

Contractor shall maintain a current inventory list of all Company supplied materials. The inventory list shall be used to determine the quantity of outstanding items the Contractor is yet to receive and quantity used to date. One specific person should have authorization to accept material and be responsible for the inventory process. The Contractor will be held responsible for the replacement of all missing or lost material that they have accepted, inventoried and stored. At the discretion of Company an inventory may be requested at any time. Contractor shall maintain a database of information including, but not limited to, the following:

- Quantity of material received to date (from suppliers)
- Quantity of material dispersed to date (to the field)
- Current quantity available for disbursement
- Inventory (by location) of all received materials.
- Integrate packing slip details with the site material list and keep Metronet advised on which items are on back order.

The Contractor is required to:

- Ensure all signed packing slips are given to the Metronet representative.
- Store in a secure location and release all inventoried materials as required for installation.
- Have at his/her disposal a Digital camera to record, as necessary, any situation of which Metronet would require notification and documentation on.
- Provide documentation to Company that materials being returned to vendor or distribution agent under a return authorization have in fact been returned to the vendor per instructions within the RA's.

All Company supplied materials must be inventoried with the exception of the following consumable materials:

- Fiber Tags
- Duct Couplers and Plugs
- Warning Tape
-

Should the quantity of items required to complete the project differ significantly from the allocated items by Company, additional items may be obtained as outlined in Section 5.0, below.

All packing lists and/or BOL's for materials shall be signed and dated by the person responsible for the inventory of materials. On a weekly basis, all packing slips and/or BOL's shall be transferred to the Company representative.

4.0 HANDLING

CONTRACTOR MATERIAL HANDLING PLAN

Contractor shall supply equipment and labor to safely handle all material, both upon receipt from suppliers as well as for dispersion to the field. Caution shall be used when handling Company supplied materials. Material shall be handled in a safe and professional manner. Extreme care shall be taken not to damage fiber-optic cable, conduit, electronics, and connectors, in addition to all other Company supplied materials.

Should question arise of how to handle, store or transport a specific item, it is the Contractor's responsibility to contact the manufacturer for specific instructions. Under no circumstances shall the Contractor jeopardize the integrity of Company supplied materials with handling, storage or transportation negligence.

Contractor shall maintain a file on site with all applicable Material Safety Data Sheet (MSDS) sheets. Should material be received without the accompanying MSDS sheet, it is the Contractor's responsibility to obtain one.

5.0 REQUISITIONS

Should it be determined that the Contractor requires additional material over and above the quantities allotted by Company for the specific Project, Contractor shall provide written documentation specifying the just cause for additional materials.

Under no circumstances shall a Contractor purchase materials on behalf of Company, unless mutually agreed upon in writing. In the event additional materials are required, Contractor shall notify the Company representative. All purchases shall be made by Company. Once an order has been generated, the Contractor shall be notified of the PO number, as well as delivery terms, for acceptance of the newly ordered materials.

6.0 MATERIAL RETURNS

All materials being returned to a vendor or other supplier must have prior authorization before the return is made. All requests for returns, such as a repair and return (R&R); a return authorization (RA); or a return material authorization (RMA); must be coordinated through the Company. The only exception to this is when the delivery was initially refused from the truck line due to unacceptable damage.

R&R is required when:

- Damage has occurred to an item while being installed.
- Warranty repairs are needed.

RA / RMA is required when:

- Incorrect materials were shipped and accepted.
- Exchange required for material received with concealed damage.
- Need to return excess material at the end of a job.

Materials should be returned to the vendor within seven to ten working days of the return authorizations being received in the field. Materials may not be added or deleted from an existing

CONTRACTOR MATERIAL HANDLING PLAN

RA, RMA, or R&R without vendor authorization. Any modification to an existing RA, RMA, or R&R must be coordinated through Company.

CANCELLATION OF RA OR RMA:

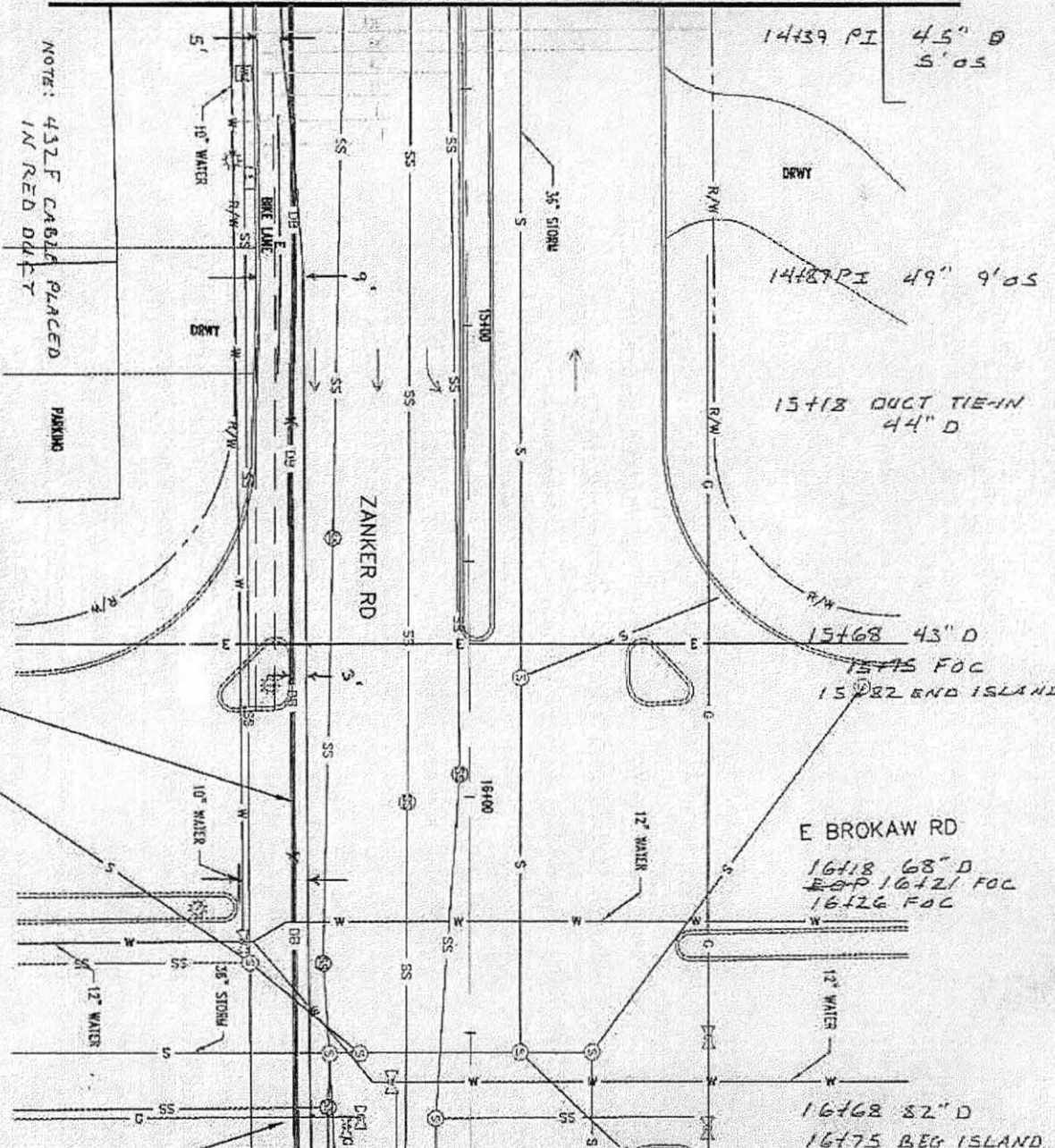
When a determination is made to use material previously assigned to a RA or RMA number, Company shall be notified in writing before the material is used. This notification shall include the following details:

- How and where the material will be utilized.
- The assigned RA number and the vendor name the material was being returned to.
- The purchase order number the material was purchased on.

Company will in turn notify the vendor of all cancelled returns.

EXHIBIT D
SAMPLE RED-LINE DRAWINGS

SEE SHEET 09 STA 14+32



R.O.W. REFERENCE CITY OF SALT LAKE STORM DRAIN-SEWER		14+46 WTR MKR 0/S 3' 14+65 ST LGT 0/S 3' 14+68 ST LGT BOX 0/S 1' 14+83 BEG DRWY 15+10 END DRWY 15+45 SS MH 0/S 16' 15+67 END ISLAND 15+74 FOC 15+76 TFC LGT 0/S 3' 15+81 END BIKE LANE 15+93 ST MH 0/S 60' 15+95 SS MH 0/S 43' 16+01 ST MH 0/S 31' 16+20 FOC 16+25 TFC LGT 0/S 12' 16+26 FOC 16+31 WTR VLV 0/S 2' 16+33 SS MH 0/S 13' 16+35 ST MH 0/S 2' 16+54 ST MH 0/S 13' 16+54 ST MH 0/S 21' 16+60 WTR VLV 0/S 17' 16+65 SS MH 0/S 14' 16+67 GAS VLV 0/S 20'
DIRECTIONAL BORE 236' DATE	DIRECTIONAL BORE 236' DATE	

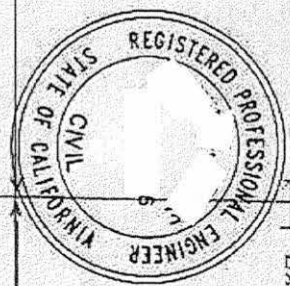
DRAWING NUMBER: CHD FILENAME: COUNTY STR: SCALE:	ORDER BY: ORDER BY: DATE DRAWN:	APPROVAL STATUS: DATE: BY: DESCRIPTION:	APPROVED FOR PERMITTING BY: DATE: APPROVED FOR CONSTRUCTION BY: DATE: COUNTERSIGNED BY: DATE:
---	---------------------------------------	--	--

NO. FOR PRESERVING BY:	DATE:	REV:
NO. FOR CONSTRUCTION BY:	DATE:	SIZE:
NO./SHEET APPROX. BY:	DATE:	

16+31 WTR VLY O/S 2'
 16+32 SS MH O/S 13'
 16+33 ST MH O/S 2'
 16+54 ST MH O/S 15'
 16+54 ST MH O/S 21'
 16+50 WTR VLY O/S 21'
 16+53 SS MH O/S 14'

16+67 GAS VLY O/S 20'
 16+68 ST MH O/S 38'
 16+69 GAS VLY O/S 16'
 16+78 TFC LGT O/S 2'
 16+80 FOC
 16+81 UNIDENT MH O/S 2'

16+87 BEGIN ISLAND
 16+97 TFC LGT O/S 38'



NOTE:
 USE EXTREME CAUTION
 WHEN CROSSING GAS LINE
 17157
 PARKING HANDHOLE
 DATE

17+73 ST DRAIN
 17+73 ST MH O/S 20'

DIRECTIONAL BORE
 135'

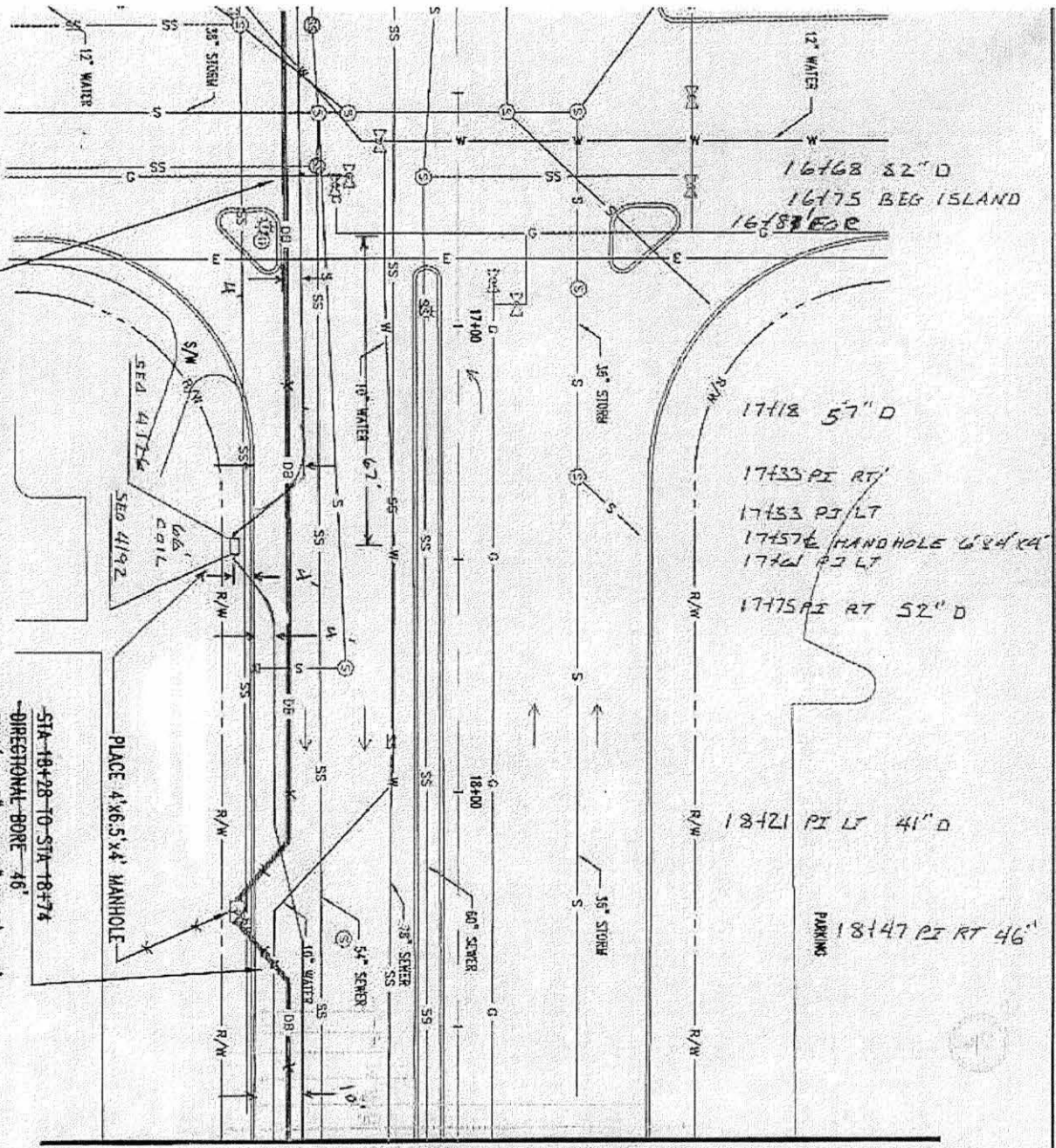
18+13 END R/L BORE O/S 8'
 18+13 BEGIN BORE TO BOX O/S 8'

18+28 END BORES FROM R/L O/S 5'
 18+28 PROP MS MH O/S 3'

18+31 ST MH O/S 20'

18+43 BEGIN R/L BORE O/S 8'
 18+43 BEGIN BORE TO BOX O/S 8'

STA 18+28 TO STA 18+74
 DIRECTIONAL BORE 46'
 PULL (4-1.5" + 1-2" HOPE) 46'



16768 82" D
 16775 BEG ISLAND
 16782 FOC

17112 57" D

17433 PI RT
 17433 PJ LT
 17457 6 HANDHOLE 6'8" DIA
 17461 PJ LT

1775A2 RT 52" D

18421 PI LT 41" D

PARKING
 18447 PI RT 46"

SEE SHEET 11 STA 18+74
 89

EXHIBIT E
SAMPLE FORMS

PARTIAL WAIVER OF LIEN

Agreement No.: _____

Work Order No.: _____

STATE OF: _____)

COUNTY OF: _____)

The undersigned is a general contractor, sub-contractor, materialman, or other person or entity furnishing services, labor, equipment, appliances, machinery or material in construction, repair and/or replacement of improvements upon real and/or personal property owned by:

OWNER NAME: Metronet Technologies, LLC, Metro Fibernet, LLC and/or affiliates

PROPERTY LOCATED IN: _____ County, State of _____

OWNER ADDRESS: 3701 Communications Way, Evansville, IN 47715

IN CONSIDERATION of the sum of \$ _____ (the "Consideration") the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby waive, release, discharge and quit-claim in favor of the Owner and the lender or lenders or their assigns, all rights that the undersigned may now have, for services, labor, equipment, appliances, machinery or materials furnished to and including the date hereof, to a lien upon or claim against the land, improvements or other real and/or personal property of Owner; and the undersigned does warrant that the undersigned has not and will not assign any claim for payment nor any right to perfect a lien against said property, and that the undersigned has the right and is duly authorized to execute this waiver and release of lien on behalf of _____.

The undersigned further warrants that no chattel mortgage, conditional sale contract, retention of title agreement or mechanics or materialman's lien, has been given or executed by the undersigned, or any of its subcontractors or suppliers, for or in connection with any materials, equipment, appliances, or machinery placed or installed upon said property whether permanently affixed or attached to the freehold or not, which has not been released.

The undersigned further warrants that all employees, laborers, materialman, suppliers and subcontractors employed, engaged or utilized by the undersigned in connection with the property or work performed by the undersigned for the Owner and all bills currently due for labor, materials, equipment, appliances, supplies and taxes furnished by others to the undersigned in connection with the property or worked performed by the undersigned for the Owner have been fully paid and that no obligations, legal, equitable or otherwise, are owed by the undersigned in connection with labor, materials, equipment, appliances, supplies and taxes and its work on the property or for the Owner.

The undersigned further agrees that making and receipt of payment and execution of this Waiver of Lien shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

This release shall become effective immediately and without further action upon payment by Owner of the Consideration.

In witness whereof, on behalf of the undersigned, with full authority, I have executed this Waiver of Lien.

BY: _____

NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME, this day _____ day of _____, 20_____.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1393705 CONTRACTOR'S COMPANY NAME STREET ADDRESS CITY, STATE, ZIP CODE (EXACTLY AS APPEARS ON CONTRACT)	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 13384199 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
METRONET TECHNOLOGIES, LLC, METRO FIBERNET, LLC AND AFFILIATES ARE AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY AND WORKERS COMPENSATION COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER 13384199 METRONET TECHNOLOGIES, LLC 3701 COMMUNICATIONS WAY EVANSVILLE IN 47715	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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