



## FIBER CONSTRUCTION, MAINTENANCE, AND RESTORATION SERVICES AGREEMENT

THIS AGREEMENT is made as of August 17, 2021 by and between **Columbia County, Georgia**, a political subdivision of the State of Georgia (the "County"), with an office at 630 Ronald Reagan Drive, Evans, Georgia, 30809, and **Highliter Cable Services Inc.**, a GA Corporation, qualified to conduct business within the State of Georgia, with an office at 3374 Beaver Drive, Augusta, GA 30909 (the "Vendor").

### RECITALS:

The County desires to engage the Vendor to provide Fiber Construction, Maintenance, and Restoration Services to Columbia County, and the Vendor desires to accept such engagement, upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Vendor hereby agree as follows:

### ARTICLE 1 ENGAGEMENT AND SCOPE

- 1.1 The County hereby engages the Vendor to provide fiber construction, maintenance and emergency restoration services necessary to maintain approximately 320 miles of fiber optic cable and conduit infrastructure within Columbia County (the "Work") in accordance with the Contract Documents (defined in Section 4.1 hereof), including the Vendor's Scope of Work, dated June 24, 2021, (the "Proposal"), which is Exhibit "A" attached hereto and made a part hereof.
- 1.2 The Vendor shall provide, furnish and perform all necessary labor and services (including equipment and supplies) and provide and furnish all necessary supplies, materials and equipment required to complete the Work in accordance with the Contract Documents. The type and quantity of service will correspond to the specifications in the County's Solicitation, 2021025-RFP5510, which is Exhibit "B" (the Solicitation), and attached hereto and made a part hereof. In the event of conflicting specifications for the Work, Exhibit "B" (the Solicitation) shall govern. The Vendor hereby accepts such engagement, upon the terms and conditions hereinafter set forth.
- 1.3 If the Vendor is of the opinion that any service requested of it hereunder is beyond the Scope of the Work as provided in the Contract Documents, the Vendor shall promptly notify the County in writing of such opinion and the reasons for the same, with specific references to the Contract Documents. The County shall be the sole judge as to whether or not such service is in fact beyond the Scope of the Work.
- 1.4 No additional services beyond the Scope of the Work as provided in the Contract Documents shall be performed by the Vendor unless the County shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the County and the Vendor. In the event of noncompliance with the foregoing, the Vendor shall neither have nor make any claim for additional compensation by reason of a claim for additional services.
- 1.5 The term "Change Order" as used herein is a written order to the Vendor, issued and signed by the County after execution of this Agreement, authorizing a change in the Work or an adjustment in the Contract Price (hereafter defined) or the Term (hereafter defined). Unless the Vendor requests a modification in such Change Order, the Vendor shall sign the Change Order and return a copy thereof to the County within ten (10) business days after it has received the same. The Vendor shall have ten (10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of Vendor to respond to a Change Order within such ten (10) day period shall be deemed to signify Vendor's acceptance of such Change Order as if Vendor had signed the same without modification. If Vendor requests a modification of a Change Order, County shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be



rejected.

## ARTICLE 2 TERM AND FORCE MAJEURE

- 2.1 If the Vendor is delayed at any time in the progress of the Work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the Vendor's control and without the fault or negligence of Vendor, the Vendor shall prepare and submit to County within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The Vendor shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The County may determine, in its sole discretion, after the receipt of such notice of delay from the Vendor, whether to terminate this Agreement in accordance with Article 12 hereof or extend the Term by Change Order for such time as the County may determine.
- 2.2 The term of this Agreement shall commence on August 17, 2021 and terminate on June 30, 2023 subject to Owner's right to terminate this Agreement, if for any reason the Owner is dissatisfied with the Vendor's performance. Termination rights shall be governed by Section 12 of this Agreement. The County is granted the options to renew this agreement for a term of one year, beginning at the end of the initial term, for a second term of one year, beginning at the end of the first renewal term, and for a third term of one year, beginning at the end of the second renewal term. These renewals may be canceled by the County at any time prior to the beginning of the renewal term to which each applies.

## ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 County shall pay Vendor a fee for completion of the Work determined in accordance with Section 3.2. The fee payable to the Vendor hereunder, as stated on Cost Sheets (Exhibit "C") shall correspond to the invoices of completed work, and will not exceed the amount quoted on Cost Sheets, which is Exhibit "C", unless Vendor requests and County authorizes in writing an increased amount.
- 3.2 Vendor shall submit an invoice based on the satisfactory completion of each phase of the Work outlined in the Vendor's Proposal provided. The review and acceptance of or notice of defects in the work performed will not exceed 30 days from receipt of said work. The invoice shall list the charges for each task or portion of the Work performed.

Each such invoice shall also contain Vendor's certification in the form of Executed Release of Claims, which is Exhibit "D" attached hereto and made a part of, certifying that the task or portion of the Work described in the invoice has been completed in accordance with the Contract Documents, that the amount of all items due to third parties has been paid, and that the amount of such invoice is due to the Vendor. Such invoice shall not contain any surcharge for amounts paid to third parties by Vendor.

- 3.3 County shall pay the full amount of an invoice in accordance with the Georgia Prompt Pay Act after receipt of the invoice. If, however, County objects to all or any portion of any invoice, County shall so notify Vendor of the same, stating the reasons for the objection. County shall be entitled to withhold payment of any amounts in dispute, but shall make payments on amounts not in dispute. The parties shall immediately make every effort to settle any disputed portion of the invoice.

## ARTICLE 4 CONTRACT DOCUMENTS

- 4.1 The Contract Documents consist of this Agreement, the specifications stated in the original Solicitation by Columbia County, the attached Exhibit(s), all Amendments and all accepted Change Orders. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be deemed to be required by all; provided however, if there is any conflict between the terms of this Agreement and any of the other Contract Documents, the terms of this Agreement shall control.



## **ARTICLE 5 COUNTY'S RESPONSIBILITIES**

- 5.1 The County shall direct its officers, agents and employees to render all reasonable assistance and provide available data to the Vendor in connection with its performance of the Work under this Agreement. The Vendor shall have the duty to make independent inquiry as to the correctness of such data. The County agrees to furnish to the Vendor copies of any previous reports, data and drawings, which may be available and are pertinent to the Work. All such data provided shall remain the property of the County and shall be returned to the County upon termination of this Agreement.

## **ARTICLE 6 VENDOR'S REPRESENTATIONS, WARRANTIES AND RESPONSIBILITIES**

- 6.1 The Vendor represents and warrants to the County that it has the authority to enter into this Agreement and to perform the Work, and that it is licensed and authorized to conduct business in the State of Georgia. The Vendor further represents and warrants that all Work performed by it hereunder (a) will be in conformance with the terms of the Contract Documents; (b) will be performed in a skillful and workmanlike manner; (c) will be performed by the proper number of experienced, skilled personnel, qualified by education or experience to perform their assigned tasks; and (d) will conform to the standard of care, skill and diligence according to the standards of the industry.
- 6.2 The Vendor shall at all times enforce strict discipline and good order among its employees and any subcontractors and shall not employ for the Work (i) any person, firm or corporation not skilled and licensed, if required, in the task assigned to him, or (ii) anyone who might endanger himself, others or the project. The Vendor shall be responsible to the County for the acts and omissions of its employees, agents, subcontractors and other persons performing any of the Work for the Vendor. The County reserves the absolute right to require the immediate removal of any such unskilled, untrained, or unfit person, firm, or corporation from participation in the Work.
- 6.3 Indemnity. Indemnification/Duty to Defend. During and after the term hereof, Vendor agrees to indemnify and hold harmless the County for all personal injuries, deaths, property loss or damage, or any other damages to any and all third parties, from any and all causes of action, claims, loss or damages, including reasonable attorney's fees incurred in connection therewith, resulting to the County from any acts of the Vendor, its directors, officers, agents, or independent contractors in the performance of this Agreement. Upon written request by County, Vendor shall defend and provide legal representation for any claims arising out of this Agreement due to the actions or inactions of the Vendor or its employees or agents, by attorneys and other professionals approved by County. Notwithstanding the foregoing, County may, in its sole discretion, engage its own attorneys and other professionals to defend or assist them with respect to such matters, and, at the option of County, its attorneys shall control the resolution of such matters. Upon demand, Vendor shall pay or, in the sole and absolute discretion of the County, reimburse the County for the payment of reasonable fees and disbursements of attorneys and other professionals in connection therewith. This indemnity obligation does not include liabilities caused by or resulting from the sole negligence of County.
- 6.4 The Vendor shall guarantee all work performed under this contract against defective workmanship or materials, and shall replace all such defective work, materials, or equipment furnished by the Vendor, for a period of two years from the date of final acceptance of the work, unless a longer period is otherwise provided for within the contract documents.

## **ARTICLE 7 SUBCONTRACTS**

- 7.1 A subcontractor is a person or entity who provides services or performs Work for the Vendor or for a subcontractor of Vendor. The Vendor shall not employ any subcontractor without the prior written consent of the County and shall obtain a written agreement with each subcontractor. As between the County and the Vendor, the Vendor shall be responsible for the acts and omissions of its subcontractors



and any portion of the Work performed by a subcontractor. The County may make reasonable requests for information and data concerning any and all subcontractors under this Agreement, and any other matter deemed by the County to be pertinent hereto, and the Vendor hereby agrees to submit such information and data promptly upon request.

## **ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY**

- 8.1 Vendor agrees to advise fully all of its employees, subcontractors and others working for the Vendor concerning environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the County; and to take the steps necessary to assure that such procedures are complied with.

## **ARTICLE 9 INSURANCE**

- 9.1 The Vendor agrees at all times during the Term of this Agreement to maintain in full force and effect the following insurance coverages in at least the limits set forth in Section 9.2: Worker's Compensation (including occupational disease in accordance with applicable statutory and regulatory requirements); Employer's liability insurance (including coverage on all of Vendor's employees engaged in the performance of the Work); and Comprehensive General Liability insurance (including protective liability covering death or bodily injury and contractual liability). Before commencement of any of the Work hereunder, the Vendor agrees to furnish to the County, on an annual renewal basis, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificates shall accurately reflect the required insurance coverages, including any and all limitations, exclusions and restrictions, and provide that in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given to the County.
- 9.2 For the purpose of this Agreement, Vendor shall not commence Work under this Agreement until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall Vendor allow anyone acting on their behalf to commence work pursuant to this Agreement until all similar insurance has been so obtained and approved from said person/entity.
- a. Worker's Compensation Insurance: Vendor shall procure and shall maintain during the life of this Agreement Workers Compensation Insurance as required by law for all of their employees to be engaged in work on this Agreement.
  - b. Public Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement such Public Liability and Property Damage Insurance and Automobile Liability Insurance as shall protect them and anyone working on their behalf from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations are by Vendor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
    - i. Public Liability and Property Damage Liability Insurance: Vendor shall carry, with respect to the operations they perform, regular Contractor's Public Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total of two million dollars (\$2,000,000) for all damage arising out of bodily injuries to or death of two or more persons in any one accident and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and subject to that limit per accident, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of injury to or destruction of property during the



*Fiber Construction, Maintenance, and Restoration Services Agreement - Highliter Cable Services Inc.*

Policy period. If any part of the work is sublet, similar insurance, in the same amounts as required of the Vendor shall be provided by or in behalf of the subcontractor to cover their operation.

- ii. Automobile Liability Insurance (owned, non-owned, hired): (a) Bodily injury in an amount not less than one million dollars (\$1,000,000) including accidental death to any one person and subject to the same limit for each person, in an amount not less than one million dollars (\$1,000,000) on account of one accident. (b) Property damage in an aggregate amount up to one million dollars (\$1,000,000) per accident during the Policy Period.
- c. Proof of Carriage of Insurance: Vendor shall furnish the County with a certificate showing satisfactory proof of carriage of the insurance required. Vendor shall likewise furnish County with a certified endorsement(s) indicating that the County is an additional insured under all relevant policies and showing that said policies may not be modified or cancelled without thirty (30) days written notice to County. All of the insurance hereinbefore specified by Article 2 shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed as evidenced by the formal acceptance by County. Should such insurance be canceled before such completion of the Agreement, Vendor shall suspend all work or operations until such time as Vendor shall provide another policy or policies of insurance of equivalent coverage or effect. The certificate holder should read: Columbia County, GA, Attn: Procurement Department, P. O. Box 498, Evans, GA 30809.

#### **ARTICLE 10**

#### **PATENTS, PUBLICATIONS AND TRADE SECRETS**

- 10.1 Vendor agrees that it will not at any time, either while engaged hereunder by County or afterwards, make any outside use of, or disclose to any other person or organization, except as authorized in writing by County, any information, whether patentable or not, regarding plans, programs, facilities, designs, processes, products, costs, equipment, operations or customers of County which comes within the knowledge of Vendor in the performance of the Work hereunder.
- 10.2 In the event Vendor creates and desires to publish, produce or use for itself or others, any writings, drawings, photographs or computer software which relates to the business or activities of the County or which contains information received as a result of the Work performed for County by Vendor, a draft manuscript or printout must be provided to County by Vendor prior to publication, production or use. Under no circumstances will any publication, production or use by Vendor relating to the business or activities of County or performance of the Work of the Vendor hereunder be allowed without prior written consent of County. Vendor also agrees that any manuscript, article, book, pamphlet, advertisement, drawing, photograph or computer software produced for County by Vendor is to be deemed "work for hire" for which County is entitled to all copyrights and other benefits thereunder.

#### **ARTICLE 11**

#### **CONFIDENTIAL INFORMATION**

- 11.1 Vendor recognizes and acknowledges that it will have access to certain confidential information of the County, and of authorities and other governmental entities affiliated with the County ("Affiliated Entities"), and that such information constitutes valuable, special and unique property of the County, and such other Affiliated Entities. Vendor will not, during or after the term of this Agreement, use or disclose any of such confidential information to any person, firm, corporation, association or other entity, except to authorized representatives of the County and Affiliated Entities, for any reason or purpose whatsoever, other than in furtherance of this Agreement. In the event of a breach or threatened breach by Vendor of the provisions of this Article 11, the County, and Affiliated Entities, shall be entitled to a temporary restraining order and/or a preliminary injunction restraining Vendor from using or disclosing, in whole or in part, such confidential information, and Vendor consents to the entry of such a temporary restraining order and/or preliminary injunction without the necessity of County posting any bond in connection



therewith, and agrees that it shall not assert any defenses to any petition filed by County in a court of competent jurisdiction requesting such temporary restraining order and/or preliminary injunction, as the case may be. Nothing herein shall be construed as prohibiting the County, and Affiliated Entities, from pursuing any other remedies available to them for such breach or threatened breach, including the recovery of damages from Vendor.

The obligations of this Article 11 do not apply to information which:

- a. is or becomes part of the public domain without the breach of any obligation of confidentiality owed to the County or the Affiliated Entities; or
- b. is lawfully in the possession of Vendor at the time it was acquired hereunder without the breach of any obligation of confidentiality owed to the County or the Affiliated Entities; or
- c. is required to be publicly disclosed under law.

#### **ARTICLE 12 TERMINATION**

- 12.1 The County may, at any time, without prejudice to any other right or remedy, and upon giving the Vendor thirty (30) days written notice, terminate this Agreement.

Upon completion of the Work, as accepted by County, or upon receipt of the aforesaid notice of termination, Vendor shall deliver to County all of the following:

- a. If applicable, all drawings, documents, reports and all other work relating in any way to any portion of the Work. All Work remains the property of the County and may not be used by the Vendor, except by written agreement of the County, on any other project or for any other person, firm or corporation. Should Vendor refuse to deliver any work, the County is authorized to employ another firm to complete the contract at the expense of Vendor.
- b. Executed Release of Claims, in the form of Exhibit "C" attached hereto, stating that all bills have been paid and no claims exist against the County.
- c. Final itemized invoice for payment. Vendor shall be paid for services performed in accordance with the Contract Documents to the date of termination.

#### **ARTICLE 13 DELAYS AND DAMAGES**

- 12.2 If the Vendor refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to complete said Work within such time, the County may, by written notice to the Vendor, terminate his right to proceed with the Work or such part of the Work as to which there has been delay. In such event, the County may take over the Work and prosecute the same to completion, by contract or otherwise, and the Vendor and his sureties shall be liable to the County for any excess cost, loss of use of the project, or other damages associated with the delay, occasioned the County thereby. If the Vendor's right to proceed is terminated, the County may take possession of and utilize in completing the Work such materials, and plans, whether or not in final form. If the County does not terminate the right of the Vendor to proceed, the Vendor shall continue the Work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the Vendor shall pay to the County as fixed, agreed, and liquidated damages for each calendar day of delay until the Work is completed or accepted the amount as set forth in this section and the Vendor and his sureties shall be liable for the amount thereof provided. If the Vendor is delayed at any time in the progress of the Work by any act or neglect of the County or consultant hired by the County, or by an employee of either, or by any separate vendor employed by the County, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's



control, or by delay authorized by the County, or by any other cause which the County determines may justify the delay, then the time for completion shall be extended by change order for such reasonable time as the County may determine. Any claim for extension of time shall be made in writing by the Vendor to the County not more than ten days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay only one claim is necessary. The Vendor shall provide in its notice an explanation for the delay and the probable effect of the delay on the progress of the Work. Any extension of time to the Vendor pursuant to this paragraph of the contract shall be the sole remedy to Vendor for any such delay, suspension, interruption, or effect thereof.

#### **ARTICLE 14 UNAUTHORIZED ACTS**

- 14.1 Vendor represents and warrants to the County that it will make no disbursement or other payment of any kind or character or take or authorize the taking of any other action which contravenes any statute or rule, regulation or other order of any jurisdiction, foreign or domestic.
- 14.2 County may, from time to time, during the Term and thereafter, upon reasonable notice to Vendor, make an audit of all records of Vendor as they relate to the Work and any payments made by County to Vendor under this Agreement for the same, and obtain copies of the same.
- 14.3 Vendor agrees to disclose honestly and fully all information and documentation in its possession concerning all transactions or events relating to or affecting the County or Affiliated Entities as and to the extent such information or documentation (i) was acquired or developed by Vendor during its engagement under this Agreement, and (ii) is requested by the County or the authorized representative thereof; provided, that if the Vendor indicates that the information or documentation requested is privileged, confidential or personally sensitive, appropriate steps will be taken to protect such privilege, confidentiality or privacy to the extent possible consistent with the ethical and legal obligations applicable to the Vendor, but such claim of privilege, confidentiality or sensitivity shall not diminish the unconditional obligation to disclose any such information or documentation to the County or its authorized representatives.
- 14.4 Vendor shall, at the request of County, render a certificate or sworn affidavit to County stating that Vendor has not violated any of the terms of this Article 14.

#### **ARTICLE 15 NOTICES**

- 15.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when hand delivered or deposited in the U.S. mail, certified or registered, return receipt requested, in a postage prepaid envelope addressed, if to Vendor, at the address set forth at the top of this Agreement and if to County, at the address set forth at the top of this Agreement to the attention of the Manager, Procurement Department, with a copy to:

Columbia County, Georgia  
P.O. Box 498  
Evans, Georgia 30809  
Attn: County Manager

or to such other address(es) as either party shall designate by written notice to the other.

#### **ARTICLE 16 NONASSIGNMENT**

- 16.1 The County has entered into this Agreement in order to receive the services of the Vendor. Subject to the provisions of Article 7 hereof, the Vendor will not make any assignment, by operation of law or otherwise, of all or any portion of the services required under this Agreement without first obtaining the written consent of the County. The rights and obligations of the County hereunder shall inure to the benefit of, and shall be binding upon, the successors and assigns of the County.

**ARTICLE 17**  
**MISCELLANEOUS**

- 17.1 The terms and provisions of Article 6, entitled “Vendor's Representations, Warranties and Responsibilities”, Article 8, entitled “Protection of Persons and Property”, Article 10, entitled “Patents, Publications and Trade Secretes”, Article 11, entitled “Confidential Information”, and Article 14, entitled “Unauthorized Acts”, shall survive the termination of this Agreement, howsoever brought about.
- 17.2 Vendor shall only take instructions from the person or persons who are authorized in writing by the County to give the same.
- 17.3 Licenses, Certifications, Permits, Etc. Vendor covenants and declares that is has obtained all diplomas, certificates, licenses, permits or the like required of Vendor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Vendor agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia’s Open Records Act (O.C.G.A. § 50-18-71, et seq.).
- 17.4 The Work shall be performed by Vendor in such a manner and at such times so as to not interfere or interrupt County's operations.
- 17.5 This Agreement does not and shall not be construed to create any partnership or agency whatsoever.
- 17.6 All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement, and concerned with work performed under this Agreement, will be governed by and construed under only Georgia law without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Georgia. The federal and state law courts having jurisdiction over Columbia County, Georgia shall have the exclusive jurisdiction for all matters arising from this Agreement. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 17.7 This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.
- 17.8 The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 17.9 This Agreement and all other Contract Documents supersede all previous agreements between the County and Vendor concerning the Work.
- 17.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute and be one and the same agreement.
- 17.11 In satisfaction of the requirements of O.C.G.A. 13-10-91, and the Rules of the Georgia Department Labor relating to the Georgia Security and Immigration Compliance Act of 2006, that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of this Agreement.
- 17.12 The Vendor warrants that the Vendor and its subcontractors, if any, shall obtain and maintain all required criminal history and child abuse background checks on all family support staff providing direct services to participants and those who supervise them. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.
- 17.13 The Vendor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions and agrees that it will immediately notify the County of any such actions. During the term of such actions, the Vendor agrees that the County may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract. In the event of the County’s receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the





Fiber Construction, Maintenance, and Restoration Services Agreement - Highliter Cable Services Inc.

Vendor's staff (including any of the Vendor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any family support participants, the County may immediately require a temporary suspension of such member of the Vendor's staff (including any of the Vendor's subcontractors and their staff) pending an investigation into the report.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of August 17, 2021.

**COLUMBIA COUNTY, GEORGIA**

**HIGHLITER CABLE SERVICES INC.**

DocuSigned by:  
*Douglas R. Duncan, Jr.*  
By: 5DDFC64E6F2F41A...  
Douglas R. Duncan, Jr., Chairman  
Columbia County Board of Commissioners

DocuSigned by:  
*Wayne Craven*  
By: F4687B8E5F3F434...  
Wayne Craven, President  
Highliter Cable Services Inc.

**ATTEST:**

**ATTEST:**

DocuSigned by:  
*Patrice R. Crawley*  
By: 31F0DC71CCE14D3...  
Patrice Crawley, County Clerk  
Columbia County Board of Commissioners 08/17/2021

DocuSigned by:  
*Christopher Johns*  
By: 1062F4A1A25E4DA...  
Christopher Johns, Operating Officer  
Highliter Cable Services Inc.

DS  
BB



**EXHIBIT "A"**

**(ORIGINAL VENDOR'S PROPOSAL SUBMITTED AS ATTACHED)**

May 26<sup>th</sup> 2021

**Experience and History Statement**

Highliter Cable Services Inc is a nationwide provider of Telecommunication services to all facets of the communication industry. Our teams are dedicated to providing excellent quality of work while establishing lasting relationships with our clients.

Here is a brief history about us. Highliter Cable Services Inc began in 2002 serving as the prime contractor for Knology Inc, now known as WOW, for both Augusta, GA and Charleston, SC markets. We supply Aerial Construction, Underground Construction, and Structured Wiring for both of these markets. For Knology(WOW!) we provide turnkey services: from installing the cable to splicing into the equipment. For the past 5 years we have enjoyed providing construction services to C3BU as well as Columbia County in general throughout the different projects we have completed over those years. We hope to continue providing construction services to Columbia County.

We have the ability to complete any size job from running a single cable home run to wiring an entire apartment complex. It does not matter if the job is a Post-Wire or Pre-Wire, in the Air or Underground, we always take pride in our work.

Currently, we employ 12 people within this organization. We own all of our own equipment from aerial trucks to directional drills; including fiber pulling/blowing machines, locating equipment, and trenching/plowing equipment. This allows us to provide great service as well as competitive pricing for all jobs. Our supervisors have over 40+ years of experience in the telecommunication construction industry from all gamuts of the telecommunication world. They understand construction and have the knowledge to complete any job.

Thank you for your time and consideration and we look forward to working with you.

Sincerely,

Christopher Johns  
COO  
Highliter Cable Services Inc



3374 Beaver Dr Augusta, GA 30909 • 706-364-0459 • hcs1913@gmail.com

**HIGHLITER CABLE SERVICES INC**

**SAMPLE EMERGENCY PLAN**

**Author(s):** \_\_\_\_\_

**Date Originally Written:** \_\_\_\_\_

**Latest Update:** \_\_\_\_\_

**I. Plan to Stay in Business**

**Current location:**

Business Name **Highliter Cable Services Inc**  
Address **3374 Beaver Dr**  
City, State, ZIP **Augusta, GA 30909**  
Telephone Number **706-364-0459**

**The following person is our primary crisis manager and will serve as the company spokesperson in an emergency:**

Primary Emergency Contact **Christopher Johns**  
Telephone Number **706-825-5892**  
Alternative Number **706-364-0459**  
E-mail **hcsi913@gmail.com**

**If the person is unable to manage the crisis, the person below at our location will succeed in management:**

Secondary Emergency Contact **Wayne Craven**  
Telephone Number **706-533-1280**  
Alternative Number  
Email **hcs913@knology.net**

**II. Emergency Contact Information**

**Dial 9-1-1 in an Emergency**

\_\_\_\_\_  
**Non-Emergency Police/Fire**

Heffernan Insurance 706-722-6441  
**Insurance Provider/Telephone Number**

**III. Potential Disasters**

**The following natural and man-made disasters could impact our business:**

- Tornado
- Hurricane
- Lightning

- Earthquake

**IV. Emergency Planning Team**

**The following people will participate in emergency planning and crisis management:**

- Wayne Craven
- Christopher Johns
- Jackie Choe
- \_\_\_\_\_

**V. Coordinating with Others**

**The following people from neighboring businesses/organizations and our building management will participate on our emergency planning team:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**VI. Insurance**

- We have spoken with our insurance agent about precautions to take for disasters that may directly impact our business.
- We have added special riders to protect valuable property and equipment if necessary.
- We have discussed business continuity insurance with our agent.
- We have discussed flood and/or earthquake insurance with our agent.

**IX. Fire Safety**

- We have installed smoke alarms, detectors and fire extinguishers in appropriate locations.
- We will have our office inspected for fire safety \_\_ times a year.

**X. Utilities**

- We have purchased a portable generator and/or back-up lights in the event of a utilities disruption.

**XI. Reducing Potential Damage**

- We have prevented or reduced potential damages in our facility by taking precautions, such as:
  - bolting tall bookcases or display cases to wall studs.
  - protecting breakable objects by securing them to a stand or shelf using hook-and-loop fasteners.
  - moving to lower shelves large objects that could fall and break or injure someone.

- installing latches to keep drawers and cabinets from flying open and dumping their contents.
- using closed screw eyes and wire to securely attach framed pictures and mirrors to walls.
- using plumber's tape or strap iron to wrap around a hot water heater to secure it to wall studs.
- elevating electrical machinery off the floor for protection in the event of flooding.
- We have also considered having or have had a professional install:
  - flexible connectors to appliances and equipment fueled by natural gas.
  - shutters that can be closed to protect windows from damage caused by debris blown by a hurricane, tornado or severe storm.
  - automatic fire sprinklers.

**XI. Evacuation/Shelter Plan**

- We have developed these plans in collaboration with neighboring businesses and building owners to avoid confusion or gridlock.
- We have located, copied, and posted building and site maps.
- Exits are clearly marked.
- We have talked to co-workers about which emergency supplies, if any, the company has on hand or will provide in the shelter location (if applicable) and which supplies individuals might consider keeping in a portable kit personalized for individual needs (i.e. medications).
- We will practice evacuation procedures \_\_\_ times a year.

**If we must leave the workplace quickly:**

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**We have the following supplies on hand:**

- Battery-powered commercial radio
- NOAA weather radio with an alert function
- Portable radios to coordinate the disaster team
- Extra batteries
- Flashlights
- Water-3 gallons per person
- Non-perishable Food/ Can openers if necessary
- First Aid Kit
- Petty cash (ATMs may not be operative)
- Wet weather clothing such as boots, hats, gloves, etc.
- Toiletries
- Blankets or sleeping bags
- Whistle to signal for help

- Dust or filter masks
- Moist towelettes or hand sanitizer for sanitation
- Wrench or pliers to turn off utilities
- Plastic sheeting and duct tape to “seal the room”
- Interlocking plastic crates to pack materials in
- Fans and dehumidifiers
- Pumps to remove water
- Wet and dry vacuum cleaners
- Waterproof and grounded heavy-duty extension cords
- Sponges, brushes, and hoses to clean materials
- Wheeled carts to move materials
- Freezer paper and/or wax paper to keep items from adhering to each other in a freezer.
- Heavy-duty Garbage bags and plastic ties for personal sanitation
- Toilet paper for personal sanitation
- Work gloves
- Household liquid bleach
- Map of area

**XIII. Communications**

**We will communicate our emergency plans with co-workers in the following way:**  
Given Hard Copies and have a copy on the wall in the workplace.

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**In the event of a disaster we will communicate with employees in the following way:**  
By phone or by hand radio

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**In the event of a disaster employees will be able to communicate with the office in the following way (i.e. out-of-town phone number):**  
By phone

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**In the event of a disaster we will communicate with clients in the following way:**  
By phone

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**In the event of a disaster clients will be able to communicate with the office in the following way (i.e. out-of-town phone number):**  
By phone

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**XVI. Records Back-Up**

Christopher Johns is responsible for backing up our critical records including payroll and accounting systems.

Back-up records including a copy of this plan, employee contact information, building management contact information (work and home), vendor contact information, office lease, client contact information, master docket/calendar for the firm, site maps, insurance policies, bank account records, client file index, clerk of court and key court personnel contact information, and computer back-ups are stored onsite at the office in a waterproof, fireproof portable container.

Another set of back-up records is stored at the following off-site location:  
On the cloud

**XVII. Employee Support**

-We have instructed employees to visit [www.fema.gov](http://www.fema.gov) or [www.ready.gov](http://www.ready.gov) to learn more about what they can do to protect themselves and their families in case of an emergency.

-If necessary, we have provided in our bylaws (as approved by our board) that we can provide our employees and their families with the following in case of an emergency:

- Cash advances
- Salary continuation
- Flexible work hours
- Reduced work hours
- Crisis counseling
- Care packages
- Day care

-If necessary, we have provided in our bylaws that we can increase staff/volunteer capacity and/or services in the event of an emergency following manner:

**XVIII. Loans**

If necessary, we will obtain loan(s) from the following organizations:

Queensborough National Bank

**XIX. Legal Continuity**

-Post-disaster, we will contact our clients as stated above to assure them about the situation, inform them of how to contact the firm, and advise them of any relocation.

-Post-disaster, we will contact the courts and agencies where there are matters pending to arrange continuances and extensions and obtain copies of destroyed documents.

-Post-disaster, we will contact other counsel to arrange continuances and extensions and obtain copies of destroyed documents.

-Post-disaster, we will notify the State Bar of any relocation or other issues.

**XX. Annual Review**

We will review and update this business continuity and disaster plan in \_\_\_\_\_.



**Individual's Role in Safety**

**Supervisors:** All supervisors shall enforce safety rules and practices and provide the necessary orientation and training in safe work practices. Supervisors are responsible to act promptly on all reported incidents, accidents, and/or injuries and shall initiate appropriate collective action.

**Employees:** All employees are responsible for their personal safety and that of coworkers. They are to maintain safe working conditions and wear appropriate personal protective equipment. Employees are required to report any unsafe condition, equipment or act to their immediate supervisor, as well as workplace illness and injuries (*TAM 7*).

## References:

- WisDOT Safety and Health Manual
- WisDOT Employee Handbook
- Comm. 32
- OSHA 29CFR 1910 & 29CFR 1926 Standards

Pub. February 2003

Rev. October 2009

**Safety**

It is Highliner Cable's intention to conduct its operations with the highest regard for the safety and health of its employees. Your presence on the job is essential. Because of this, safety should be foremost in your mind at all times. The goal of the Risk, Safety and Health Section is to prevent injuries. Toward that end, we offer information, training and services on the following:

- Accident & injury reports
- Asbestos awareness
- Back injury prevention
- Body mechanics and lifting techniques
- Confined space entry
- Ergonomic evaluations, on-site assessments
- Ergonomic training
- Employee security & evacuation plans
- Fall protection
- Hazard communication
- Hazardous waste/material disposal procedures
- Hearing conservation program—noise measurement, audiograms
- Indoor air quality assessments
- Job hazard assessments
- Job task analyses
- Lead awareness
- Lockout/Tagout evaluation and procedures
- New employee safety training
- On-site safety audits
- Personal protective equipment
- Powered industrial truck training
- Renovation/construction safety
- Respiratory protection—training and respirator fit testing
- Safety & The Supervisor training/seminars
- Slips, trips and falls

# DOT Risk, Safety & Health Section

## **Safety Guide** for **All Employees** **Working on Railroad** **Right of Way**

**LOOK,  
LISTEN  
and  
LIVE!**



## *Safety is Everyone's Responsibility*

We believes that employees are its most important asset, and places a high priority on their health and safety. We goal is to create and maintain a safe working environment for all Department employees. Our safety policies and procedures, and a safety organizational structure, are included, or referenced in the department's Safety and Health Manual. The policies and procedures contained in the Safety and Health Manual will have the same emphasis and authority as if published in the Transportation Administrative Manual ( TAM 7).

Our Safety and Health regulations are mandated by OSHA 29CFR 1910 & 1926. We are mandated to adhere to all pertinent directives in providing employee safety training and safety equipment. Safety requirements at a project site are governed by state and federal regulations.

Employees must follow this safety guide and the work rules in the employee handbook. Employees will not be assigned and must not work where unsafe conditions exist.

### **Working Within a Railroad Right of Way.**

When individuals are working near railroad tracks and on railroad right of ways, they are required to wear the appropriate approved personal protective equipment (PPE). We will provide the required PPE/safety equipment at no cost to represented and non-represented employees unless specified differently under union contracts.

The PPE required while working on railroad right of way includes:

- **Eye/Face Protection, SD36:** Approved safety glasses, goggles or face shields will be provided by the department and shall be used whenever employees are exposed to flying particles, splashing metal or injurious radiant energy.
- **High Visibility Clothing, SD57:** Safety vests meeting current department specifications are to be worn at all times while working on or near railroad right of ways.
- **Head Protection, SD51:** Hard hats are required and shall be worn where there is possible danger of head injury from impact, falling or flying objects.
- **Fall Protection, SD58:** Fall protection is required when working on an unprotected work surface that is six feet or more above a lower surface.
- **Foot Protection, SD30:** All construction and survey personnel working or visiting locations shall wear approved safety toe footwear.
- **Hearing Protection:** Hearing protection shall be worn while inspecting pile driving operations, while in the vicinity of crushing and excavation operations, and when exposed to train horns at close range. Hearing protection will be provided to anyone who feels noise levels at their work site is bothersome or annoying.
- **Personal Clothing:** It is the employee's responsibility to report to work with the appropriate clothing to provide a reasonable degree of comfort and protection against the elements. Long pants are required as protection against cuts, scrapes, abrasions or noxious plants. Employees must wear a shirt at all times. Wearing apparel that advertises a private business or shows obscene or inappropriate messages is prohibited.

### **General Safety Procedures for Working on Railroad Right-of-Way**

Before entering a railroad right of way, the person in charge shall conduct a safety briefing and review this section with all employees

who will be working on the railroad right of way. Plan, organize and understand what needs to be done. Develop a work plan. Designate someone to look out for trains when conditions warrant it.

1. Safety should be first and foremost in your mind at all times.
2. Be aware of moving equipment on tracks. Trains, or other equipment may operate on any track, in either direction, at any time.
3. In close quarters identify, in advance, areas where refuge may be taken when a train or other moving equipment is approaching.
4. When a train is approaching or passing by, seek to stand at least 50 feet from the track.
5. In multiple track territory, do not stand on or close to one track while a train is passing on another track.
6. Avoid walking or standing on a track. If it is necessary to walk or work on a track, do so along the outside of the track wherever possible and keep a sharp lookout in both directions. Look back frequently for on-track equipment that may overtake you.
7. Look in both directions before stepping onto a track, crossing a track, or walking around visual obstructions near a track.
8. Do not step or walk on top of rails, frogs, switches, or guard rails, etc.
9. Keep at least 20 feet from standing equipment. Do not cross between cars standing on the same track unless they are separated by at least 50 feet.
10. Do not sit on, lie under, or cross between railroad cars or other on-track equipment.
11. If the railroad is providing a flagger, know the limitations on the protection that is being provided.
12. Arrange for a railroad flagger when the situation warrants it. Some examples are: a) when equipment, such as a soil boring rig will be operated within 25 feet of a track, b) when surveying operations will take place where visibility is limited and train operations warrant it, c) where frequent train movements take place, such as in a switching yard. Comply with flagger's directives.
13. LOOK, LISTEN and LIVE!



3374 Beaver Dr Augusta, GA 30909 • 706-364-0459 • hcsi913@gmail.com

HIGHLITER CABLE SERVICES INC

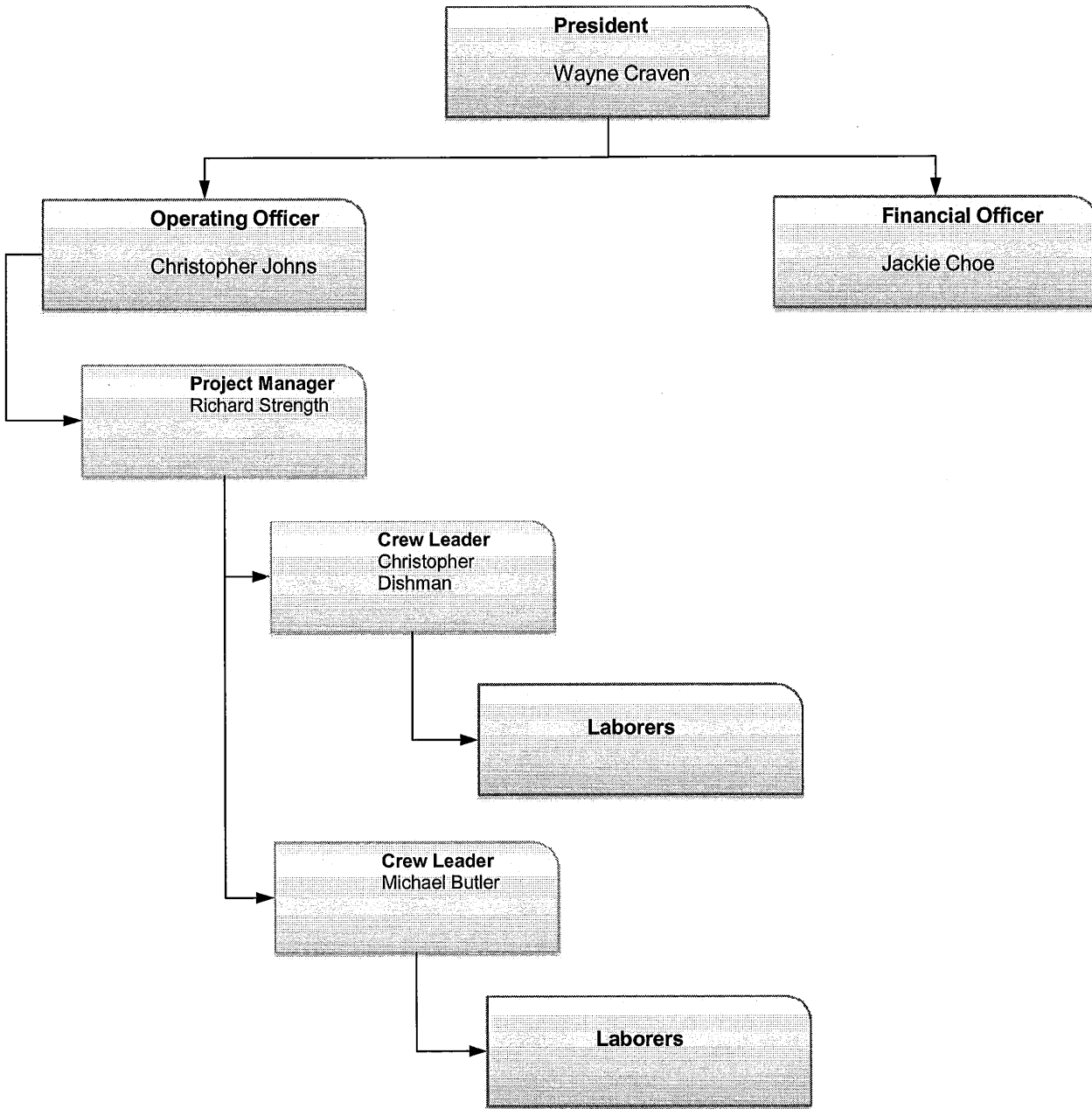
May 26<sup>th</sup> 2021

**Last Contracts Awarded Highliter Cable Services**

- 1) Columbia County Broadband Fiber Construction, Maintenance, and Restoration. Awarded this contract in 2016.  
Company Name: C3BU  
POC: Harold Sparrow Broadband Manager  
Email: [hsparrow@columbiacountyga.gov](mailto:hsparrow@columbiacountyga.gov)  
Phone: 503-689-3001  
Provided fiber construction services.  
DoA: 10/1/2016
  
- 2) Wide Open West New Build and Maintenance  
Company Name: Wide Open West  
POC: Gary Mcferrin Construction Coordinator  
Email: [gary.mcferrin@wowinc.com](mailto:gary.mcferrin@wowinc.com)  
Phone: 706-533-2062  
Provided fiber and coax construction services aerial and underground.  
DoA: 09/13/2004
  
- 3) Aiken County Fiber and Copper Build  
Company Name: R&M Technical Services  
POC: Mike Hudson  
Email: [mhudson@embarqmail.com](mailto:mhudson@embarqmail.com)  
Phone: 864-554-0688  
Provided fiber and copper construction aerial, underground, and structured wiring.  
DoA: January 2002

Christopher Johns  
COO  
Highliter Cable Services Inc

# Highliter Cable Services Inc Company Organizational Chart





3374 Beaver Dr Augusta, GA 30909 • 706-364-0459 • hcsi913@gmail.com

HIGHLITER CABLE SERVICES INC

May 26<sup>th</sup> 2021

### Resume for Wayne Craven

- In 1977, Wayne began telecommunication construction at the age of 18 working for Consolidated Wiring in Charleston, SC.
- In 1987, Wayne was hired by First South as a Construction Supervisor to oversee all construction crews, aerial and underground throughout the Eastern market.
- In 1997, Wayne was hired to be Construction Supervisor with Knology cable company in Charleston, SC to oversee a new system build in Charleston, SC. Wayne was responsible for over 1,920 miles of new build plant for all of Charleston, SC and its surrounding areas.
- In 2001, Wayne joined OCI Communications to oversee large projects for Knology throughout Augusta, GA and Columbus, GA.
- In 2004, Wayne decided to break off from OCI and start his own construction business, Highliter Cable Services, which still currently serves as a prime contractor for Wide Open West in Augusta, GA.



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HIGHLITER CABLE SERVICES INC

May 26<sup>th</sup> 2021

**Highliter Cable Services**

The field and scope of work for “Fiber Installation and Construction” does not require a Utility Contractor’s Permit with the state of Georgia because it is considered a “specialized craft”. Also according to GA Law Title 43-14-2 (Definitions) A company is only considered a “Utility Company” if a “Utility System” is being installed. A “Utility System” is at depths of 5ft or deeper. Fiber optic cable systems are buried at 30 to 36 inches which clears Fiber optic systems of being a “Utility System”. Therefore, a fiber optic installation company would not need a “Utility Contractors License”.

Sincerely,

Christopher Johns  
COO  
Highliter Cable Services Inc



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HIGHLITER CABLE SERVICES INC

May 26<sup>th</sup> 2021

**Highliter Cable Services**

There are no additional Costs at this time.

## Question Set 1: Mandatory Requirements

#	Question	Response	Comment
<b>Executive Summary &amp; Corporate Profile</b>			
1.1.1	Indicate the contractual entity to be held responsible for performance of all aspects of this contract. Provide the name of firm(s), address(es), contact person(s), email address(es), telephone number(s), and website/URL address.	Provided	Highliter Cable Services Inc. 3374 Beaver Dr Augusta, GA 30909 Christopher Johns 706-825-5892
1.1.2	Provide the name(s), address(es), email address(es), and telephone number(s) for your firm's authorized contract signer(s).	Provided	Wayne Craven 706-533-1280 3374 Beaver Dr Augusta, GA 30909 Christopher Johns 706-825-5892 5127 Wells Dr Evans, GA 30809
1.1.3	Provide a brief history of your firm. Include an overview of the key elements of your proposal. Highlight any features or areas that differentiate your services and products from your competitors.	Provided	See Exhibit A
1.1.4	Include information that best illustrates your company's qualifications and capabilities associated with completing the required services.	Provided	See Exhibit B
1.1.5	Provide your firm's number of years in business	Provided	Highliter Began in 2002
1.1.6	Provide details of any litigation your firm or any of its subsidiaries or affiliates has had in the past three (3) years as well as any that are currently in litigation. Describe the nature and amount of each lawsuit for which your firm is named defendant.	Provided	We have not had any litigation in our history
<b>Staffing/Resumes</b>			
1.2.1	Provide your firm's management plan/organizational chart of the team for this contract, indicating all personnel and their roles relationships and qualifications in relation to the tasks to be undertaken. Please upload this under 'Organizational Chart' in the requested documents area of Bonfire.	Provided	This is provided
1.2.2	Provide resumes of personnel expected to be assigned to the oversight of this project. Please upload these under 'Resumes' in the requested documents area of Bonfire.	Provided	This is provided
1.2.3	Provide your firm's number of employees on staff	Provided	12
1.2.4	Indicate if your firm intends to utilize any sub-contractors to provide any services required by the County. Details regarding ANY/ALL subcontractors, including their role in completion of the project, must be clearly outlined in detail.	Provided	We do not have any intentions of using Sub-Contractors



1.2.5	For the following questions, if services are provided by a subcontractor, please identify the subcontractor to be utilized within the comment section.	Disagree	We do not have any intentions of using Sub-Contractors
1.2.6	Does your firm offer Dispatcher Services?	Provided In-House	In house dispatcher provided
1.2.7	Does your firm offer Supervisor/Superintendent Services?	Provided In-House	Crews in House
1.2.8	Does your firm offer Directional Bore Crew Services?	Provided In-House	Crews in House
1.2.9	Does your firm offer Plow/Trench Crew Services?	Provided In-House	Crews in House
1.2.10	Does your firm offer Backhoe/Excavator Services?	Provided In-House	Crews in House
1.2.11	Does your firm offer Handhole Crew Services?	Provided In-House	Crews in House
1.2.12	Does your firm offer Heavy Equipment Operator Services?	Provided In-House	Crews in House
1.2.13	Does your firm offer Laborer Services?	Provided In-House	Crews in House
1.2.14	Does your firm offer Cable Placement Crew Services?	Provided In-House	Crews in House
1.2.15	Does your firm offer Maintenance of Traffic Services?	Provided via SubContractor	B&E Electrical takes care of traffic services
1.2.16	Does your firm offer Fiber Splicing Crew Services?	Provided via SubContractor	Twenty3 Inc, takes care of fiber splicing services
<b>Approach</b>			
1.3.1	For the following questions, if services are provided by a subcontractor, please identify the subcontractor to be utilized within the comment section.	Agree	
1.3.2	Can your company provide Aerial Facilities placement, maintenance and removal?	Provided In-House	We have in house aerial bucket trucks and crews
1.3.3	Can your company Trench and place HDPE, PVC, or Spool Pipe Conduit - all sizes?	Provided In-House	In house
1.3.4	Can your company Directional Bore HDPE, PVC, or Spool Pipe Conduit - all sizes?	Provided In-House	In house

1.3.5	Can your company provide augering, pushing, boring, and jacking to include but not limited to installing black iron pipe and casings - all sizes?	Provided In-House	In house
1.3.6	Can your company provide Utility Vault Placement to include but not limited to Cast-In-Place or Precast concrete utility vaults - concrete handholes, manholes, fiberglass manholes, and split handholes - all types and sizes?	Provided In-House	In house
1.3.7	Can your company perform the removal and resetting of Utility Vaults frames and covers?	Provided In-House	In house
1.3.8	Can your company provide asphalt surfaces cutting/removal/rotomill/placement?	Provided via SubContractor	Tice Concrete
1.3.9	Can your company provide concrete surfaces cutting/removal/placement?	Provided via SubContractor	Tice Concrete
1.3.10	Can your company provide Facility Placement in Conduit/Innerduct to include but not limited to fiber cable/rope/tracer wire/micro-duct - all sizes?	Provided In-House	In house
1.3.11	Can your company provide Associated Work to include but not limited to tie-ins, core drilling, potholing, excavation pits, steel plating, removal and replacement of sod, and seeding?	Provided In-House	In house
1.3.12	Can your company provide Fiber Optic Cable Termination, Fusion Splicing, and Testing of ribbon and loose tube?	Provided via SubContractor	Twenty3 Inc.
1.3.13	Can your company provide emergency restoration services within a 2-hour response time?	Provided In-House	In house
1.3.14	Is your company currently certified to work in a Railroad ROW?	Yes	
1.3.15	Is your company currently maintaining Railroad Protective Liability Insurance?	Yes	
1.3.16	Include a statement indicating that your firm will comply with all requirements detailed in the Scope of Work.	Provided	We will comply with all requirements detailed in the Scope of Work
1.3.17	Provide a detailed emergency response plan showing staging locations, response perimeters, railroad right-of-way safety training plan and certification process, and communication and escalation procedures.	Provided	Exhibit C
1.3.18	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Dispatcher	Provided	Location & Distance from Columbia County, Georgia: 3374 Beaver Dr Augusta, GA 30909 5 Miles Emergency On-Site/ Response Time Guarantee: 25 Minutes Non-Emergency Response Time: An hour

1.3.19	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Supervisor/Superintendent	Provided	Location & Distance from Columbia County, Georgia: 3374 Beaver Dr Augusta, GA 30909 5 Miles Emergency On-Site/ Response Time Guarantee: 25 Minutes Non-Emergency Response Time: An hour
1.3.20	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Directional Bore Crew.	Provided	Location & Distance from Columbia County, Georgia: Augusta, GA 8 miles Emergency On-Site/ Response Time Guarantee: 1 Hour Non-Emergency Response Time: Next Day
1.3.21	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Plow/Trench Crew.	Provided	Location & Distance from Columbia County, Georgia: Augusta, GA 8 miles Emergency On-Site/ Response Time Guarantee: 1 Hour Non-Emergency Response Time: Next Day
1.3.22	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Backhoe/Excavator.	Provided	Location & Distance from Columbia County, Georgia: Augusta, GA 8 miles Emergency On-Site/ Response Time Guarantee: 1 Hour Non-Emergency Response Time: Next Day
1.3.23	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Handhole Crew.	Provided	Location & Distance from Columbia County, Georgia: Augusta, GA 8 miles Emergency On-Site/ Response Time Guarantee: 1 Hour Non-Emergency Response Time: Next Day
1.3.24	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Heavy Equipment Operator.	Provided	Location & Distance from Columbia County, Georgia: Augusta, GA 8 miles Emergency On-Site/ Response Time Guarantee: 1 Hour Non-Emergency Response Time: Next Day
1.3.25	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for Laborers.	Provided	Location & Distance from Columbia County, Georgia: Augusta, GA 8 miles Emergency On-Site/ Response Time Guarantee: 1 Hour Non-Emergency Response Time: Next Day
1.3.26	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Cable Placement Crew.	Provided	Location & Distance from Columbia County, Georgia: Lexington, SC 50 miles Emergency On-Site/ Response Time Guarantee: 2 Hours Non-Emergency Response Time: Next Day
1.3.27	Provide the location and distance from Columbia County, Georgia, Emergency On-Site Response Time Guarantee, and Non-Emergency Response Time for the Fiber Splicing Crew.	Provided	Location & Distance from Columbia County, Georgia: Lexington, SC 50 miles Emergency On-Site/ Response Time Guarantee: 2 Hours Non-Emergency Response Time: Next Day
1.3.28	Provide a time frame from award of contract to the actual implementation of the contract from issuance of a written Notice to Proceed.	Provided	Next Business Day
<b>References</b>			

1.4.1	List the last three (3) contracts awarded to your firm for similar services listed in this Request for Proposal that are similar in size. This information will be used as a gauge to help the County determine the quality, reliability, dependability, consistency, safety issues and overall satisfaction levels exemplified by your firm. Provide the following information for each reference: Company Name, Point of Contact (POC) Full Name, POC Position in Company, POC Email Address, POC Telephone Number, Brief Summary of Services Provided, Date of Contract Award	Provided	Exhibit D
<b>Additional Informaton</b>			
1.5.1	Provide any/all innovative and creative ideas above and beyond the scope of work that is requested. Include possible solutions to reduce overall costs to the County.	Provided	N/A
1.5.2	Indicate if your firm agrees to stay in Columbia County Hotels (as needed) unless there are no vacancies.	Agree	Highliter Cable Agrees
1.5.3	Provide a copy of your Georgia Utility Contractor's License. This should be uploaded under 'Licensing' in the Requested documents area in Bonfire.	Not Provided	We do not need a license since we will not be digging deeper than 5ft deep. We are considered a specialty contractor.
1.5.4	Provide a copy of your level 1A or greater NPDES certification through the Georgia Soil and Water Conservation Committee (GSWCC) (O.C.G.A. 12-7-19). This should be uploaded under 'Licensing' in the Requested documents area in Bonfire.	Not Provided	Certifications have expired. Will need to recertify
<b>Terms and Conditions Acceptance</b>			
1.6.1	Indicate if you agree with all terms and conditions listed herein this RFP	Agree	Highliter Agrees
1.6.2	Indicate if your firm complies with all insurance requirements. A Certificate of Insurance must be provided prior to the signing of the contract.	Compliant	We are compliant
1.6.3	Acknowledge that your firm agrees to all terms and conditions as listed in the attached draft contract. Indicate any changes your firm deems necessary so we may consult with our Attorney in advance of award. If any firm should disagree with the Terms and Conditions set forth in the attached contract, Columbia County reserves the right to consider their proposal non-responsive. As this is not the "final" contract, it does NOT need to be signed at this time.	Agree	Highliter Agrees to the contract provided by Columbia County

58 Questions

100.00% Complete

## Question Set 1: Cost Proposal

#	Question	Response	Comment
1.0.1	Please indicate your firm has entered your proposed cost information within the Bid Table on Bonfire	Provided	Yes
1 Questions		100.00% Complete	



**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of Georgia

County of Columbia

I, Christopher Johns (name of individual), being first duly sworn, deposes and says that:

(1) He is COO (title) of Highline Cable (Company) the Bidder that has submitted the Bid on the following:

Project Name: Fiber Construction, Maintenance and Restoration Services  
Project Number: 2021025 - RFP5510

- (2) He makes an oath that O.C.G.A. 36-91-21 (e) has not directly or indirectly been violated;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Columbia County, Georgia or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]  
Title COO

Subscribed and sworn to before me,

This 23<sup>RD</sup> day of JUNE, 2021

Notary Public: [Signature]



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




**DEBARMENT CERTIFICATION**

The Bidder represents that to the extent required by Executive Order 12549, Debarment and Suspension, and 7 CFR Part 3017, it has submitted to the Owner a duly executed Certification in the form prescribed in 7 CFR Part 3017. The Bidder shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Attest:  
  
\_\_\_\_\_  
Jackie Choe  
(Secretary)  
  
5/26/2021  
\_\_\_\_\_  
(Date)

By   
\_\_\_\_\_  
(Signature)  
  
Christopher Johns  
\_\_\_\_\_  
(Name - Type or Print)  
  
COO  
\_\_\_\_\_  
(Title)

Highrise Cable 3774 Beaver Dr Augusta, GA 30909  
\_\_\_\_\_  
(Name and Address of Bidder)



**EXHIBIT "B"**

**(COUNTY'S ORIGINAL REQUEST FOR PROPOSAL SUBMITTED AS ATTACHED)**



**COLUMBIA COUNTY, GEORGIA  
RFP# 2021025-RFP5510  
FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION  
SERVICES**

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Proposals are due on **Thursday, June 17, 2021** no later than **12:00:00 PM ET**  
at **<https://columbiacountyga.bonfirehub.com>**

**Deadline for Questions will be**  
**Wednesday, June 9, 2021 at 5:00:00 PM ET**

Please email any questions to Chris Landers:  
**[clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov)**

**\*PLEASE NOTE THE VENDOR IS ULTIMATELY RESPONSIBLE FOR VERIFYING  
THEY HAVE RECEIVED ANY/ALL ADDENDA PRIOR TO THE PROPOSAL  
OPENING\***





COLUMBIA COUNTY, GEORGIA  
RFP# 2021025-RFP5510  
FIBER CONSTRUCTION, MAINTENANCE AND  
RESTORATION SERVICES

Table of Contents

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<u>CONTENTS</u>	<u>PAGE</u>
GENERAL INFORMATION	3
BACKGROUND & PURPOSE	4
SCOPE OF WORK	5
MANDATORY REQUIREMENTS	12
COST INFORMATION	12
SELECTION PROCESS	12
PROPOSAL EVALUATION CRITERIA	13
PROCEDURES FOR SUBMITTING PROPOSALS	13
FINAL SELECTION	14
COUNTY INSURANCE REQUIREMENTS	14
TERMS AND CONDITIONS	15

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DRAFT CONTRACT

EXHIBIT A



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021025-RFP5510**  
**FIBER CONSTRUCTION, MAINTENANCE AND**  
**RESTORATION SERVICES**

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## General Information

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- **Specifications / Requirements / Documentation can be obtained by registering on the Columbia County E-Procurement website: <https://columbiacountyga.bonfirehub.com>**
- **Any inquiries should be directed to:**  
**Chris Landers, CPPB, Procurement Supervisor**  
**Columbia County Board of Commissioners**  
**Procurement Department**  
E-mail: [clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov)
- **Proposals will be received electronically at:**  
<https://columbiacountyga.bonfirehub.com>
- Proposals are due **Thursday, June 17, 2021 no later than 12:00:00 PM EDST**. Proposals received after this time will be marked **"LATE"** and will not be considered.
- No faxed or e-mailed proposals will be accepted.
- If a vendor becomes aware of alternate solutions or objections that do not meet the attached specifications, it is to the vendor's advantage to notify the Procurement Department no later than **5 working days** before the proposal opening date. Procurement, along with the requesting department, will determine if an addendum revising the specifications will be issued or postponement of the proposal opening is necessary.
- All requested information should be provided in order for a proposal to be considered responsive. However, any vendor which submits in its proposal to the County any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
- Addenda will be posted on the Columbia County E-Procurement web site (<https://columbiacountyga.bonfirehub.com>).
- **Email** Chris Landers at [clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov) should any questions arise.

Glenn O'Steen, MBA  
Procurement Manager



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

## Background & Purpose

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### **Introduction**

The Columbia County Board of Commissioners is seeking proposals from qualified Proposers to provide fiber construction, maintenance and emergency restoration services necessary to maintain approximately 320 miles of fiber optic cable and conduit infrastructure.

The objective of emergency restoration services is to respond to a fiber optic cable and conduit infrastructure damage 24 hours per day, 7 days per week, and 365 days per year to restore damaged fiber optic infrastructure in a timely manner.

The objective of the construction and maintenance services is to install new infrastructure, relocate existing infrastructure, and maintain fiber optic infrastructure on an as needed basis.

This RFP is not intended to limit a potential firm's creativity in suggesting ideas to accomplish the goals of Columbia County Community Broadband Utility (C<sup>3</sup>BU). Innovative ideas, new concepts and partnership arrangements will be considered and welcomed. Please indicate any other value-added arrangements, unique features, special services, discounts or terms and conditions that might suggest solutions for the needs of C<sup>3</sup>BU.

### **Background**

Columbia County Georgia was awarded a \$13.5 million grant by the Department of Commerce's National Telecommunications and Information Administration's (NTIA) Broadband Technologies Opportunities Program (BTOP) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The purpose of the grant was to fund the engineering and construction of approximately 320 miles of new fiber cable, and 7 wireless towers to facilitate the enhancement of the Columbia County Sheriff's Office radio network.

The County has connected with fiber optic cable all County schools, most County buildings, traffic signals, water and sewer as well as 9-1-1, law enforcement, fire departments, and emergency management. The County also leases fiber and offers Ethernet services to commercial service providers so that they can provide enhanced services to homes and businesses.

Columbia County owns and operates the network that connects community and government facilities at broadband speeds ranging from 1Mbps to 10Gbps.

The C<sup>3</sup>BU mission is to provide cost-efficient services, self-sustaining, middle-mile fiber network for our community.



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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## Scope of Work

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Provide new construction, relocation and maintenance services, and fiber emergency restoration services necessary to maintain approximately 320 miles of fiber optic cable and conduit infrastructure.

Proposer shall perform all clearing, installation of ducts, cable vaults, handholes, splice vaults and grounding, placement of backfill and compaction, restoration of right of ways, and fiber optic cable installation and all other specifications as more fully defined in the specifications.

Proposer shall have the capability to install both open trench and directional bored conduit for new installation and replacement of damaged conduit.

Proposer shall properly backfill all excavations made in performing Services. Proposer will fully restore all streets and highways, including sidewalks and public or private driveways that are disturbed in making excavations, to the satisfaction of the applicable governmental authority or private property owner. If Proposer fails to properly make the restorations, Proposer will reimburse the governmental authority or private property owner for any expense incurred as a result of Proposer's failure to properly perform the restoration work and Proposer will indemnify and defend C<sup>3</sup>BU from all costs and expenses incurred by reason of Proposer's failure to comply with this Section.

Service to a fiber optic cable infrastructure includes any item of a complete fiber cable run between and to termination patch panels, including termination patch panels, terminations at patch panels, fiber optic cable, fiber cable splices, pole/building attachments, fiber cable related guy/suspension wires/anchors, loop and splice enclosures/boxes, etc.

For services affecting emergency restoration, Proposer will be available to perform services on a 7 day per week, 24 hours per day basis.

On occasion, Proposer may be required to work in close proximity to the rail right-of-way. Proposer will be required to complete CSXT Safety Awareness training and have a verification card.

Proposer will be required to provide Railroad Protective Liability (RPL) insurance.

Proposer shall provide the C<sup>3</sup>BU designated representative(s) with a list of telephone numbers that will be answered at all times (24 hours a day, 7 days a week) by the Proposer's personnel. Alternatively, an answering service that can contact the Proposer immediately may be used during the hours between 10 PM and 6 AM.

C<sup>3</sup>BU requires that all personnel responsible for answering and responding to service needs of the infrastructure have cellular telephones with text messaging and e-mail capabilities.

For non-service-affecting emergency restorations, the Proposer shall complete all services as scheduled by C<sup>3</sup>BU designated representative(s).



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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C<sup>3</sup>BU designated representative(s) shall issue a work order (WO) by e-mail or fax to authorize the Proposer to begin work on any and all services. All work estimates shall be prepared by the Proposer and submitted to the C<sup>3</sup>BU designated representative for review and approval. The work estimate shall include at a minimum: personnel, equipment and/or resources, documentation of work to be performed, travel requirements if outside of contract area, itemized cost breakdown, and work schedule.

Proposer will be responsible to coordinate utility locates before commences any work.

No work shall be undertaken by the Proposer unless it has been authorized in writing by the C<sup>3</sup>BU designated representative(s). Each WO issued by the C<sup>3</sup>BU designated representative(s) and agreed to by the Proposer shall serve as a formal notice-to- proceed and will include an effective time period.

The Proposer shall maintain adequate staff size to respond to new construction, relocation and maintenance requests during the term of the Contract. The staff assigned by the Proposer shall be fully qualified and trained to handle all sections under the Contract for the duration of the Contract.

Throughout the term of the Contract, the C<sup>3</sup>BU designated representative(s) at his or her discretion may conduct reviews of the various phases of the Proposer's operations. The Proposer shall cooperate and assist the C<sup>3</sup>BU designated representative(s) throughout this review process.

The Proposer shall work closely with the C<sup>3</sup>BU designated representative(s) in developing services and work necessary under each WO to ensure both parties agree as to the intended result of the WO. Included at a minimum will be a detailed description of prior operations, the problems to be addressed, expected results, and schedule of work. The description of work as described in the WO shall be used to create a checklist that will be used by the Proposer's staff to ensure all work has been completed. The checklist shall be furnished to the C<sup>3</sup>BU designated representative(s) with the Proposer's Project Manager's signature indicating the work has been completed as described and the equipment is fully operational. Work beyond that which is defined in the WO shall require a separate WO to be authorized.

The Proposer shall designate a dependable Project Manager and qualified personnel who can respond to all requests for work estimates that are needed to issue a WO for services under the Contract. The Proposer's Project Manager may be located at their main office but it is preferred this individual be located in Columbia County to provide the best possible customer service to C<sup>3</sup>BU. No separate compensation will be made for travel expenses of the Proposer's Project Manager to the work area.

C<sup>3</sup>BU will designate one or more authorized representatives to be responsible for the approval of all Proposer activities and deliverables relative to the project. The C<sup>3</sup>BU authorized representative(s) will be responsible for enforcing the terms of the Contract, will serve as the primary point of contact with the Proposer for matters relative to the Contract, and will approve all project invoices prior to payment.



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021025-RFP5510**  
**FIBER CONSTRUCTION, MAINTENANCE AND**  
**RESTORATION SERVICES**

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**Emergency Response Services**

Emergency response services shall include the restoration and/or protection of service(s) resulting from any malfunction or damage. Failures of this type will most likely be caused by severe and unusual forces of nature, vehicular accidents and collisions, vandalism, theft, fire, erosion, and exposure to chemicals or pollutants, cut fiber optic cable or loss of communications.

Proposer will be available for callout 24 hours per day, 7 days per week throughout the year.

Proposer will be on site with labor and equipment as specified in the Emergency Notice within 2 hours of notification.

**Response times for emergencies are defined below:**

Upon notification of an Emergency failure by the C<sup>3</sup>BU designated representative(s), the Proposer shall respond onsite to evaluate repairs or eliminate the instant danger to the public, employees, structures or facilities within two (2) hours of the reported incident.

Instant danger would be defined as an item or items blocking human or vehicular traffic or creating a safety hazard. The restoration of damage required to restore service shall be completed within eight (8) hours after arrival on scene. The notification may be verbally by telephone, E-mail, facsimile or text message.

Upon notification of a Priority failure by the C<sup>3</sup>BU designated representative; the Proposer shall respond and complete repairs or eliminate the instant danger within 24 hours of the reported incident.

Permanent restoration of non-service effecting work will be acceptable after initial service restoration within 5 days. This is provided area is secured and does not pose a potential safety hazard. The notification may be verbally by telephone or written by letter, system report, E-mail, facsimile or text message.

Proposer will remain on site, prepared to perform work as required until released by C<sup>3</sup>BU designated representative(s).

Proposer agrees that time is of the essence in all Emergency Notice situations and will respond at all times to the requirements of the service restoration situation with a sense of urgency.

Proposer will be paid a flat fee per emergency callout notification. Proposer must be on site, ready to work with the labor and minimum equipment, as specified herein, and/or specified in the notification within two (2) hours in order to earn the fee.

The Proposer shall be responsible for acknowledgement of all WOs delivered to them within 20 minutes from receipt of notification from C<sup>3</sup>BU designated representative(s).



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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Proposer shall provide a damage assessment report to the C<sup>3</sup>BU designated representative(s) within two hours after arriving at the site documenting the damage providing the following information, at a minimum:

- Date and time of incident
- Cause of failure or issue
- Entity/person reporting the failure or issue
- Site needs analysis (if possible)
- Photo documentation (digital only)
- Corrective actions needed to be taken
- Needed parts list
- Repair cost breakdown
- Repair Schedule
- General notes

#### **General Maintenance and New Construction Services**

Proposer may be required from time to time to perform new construction, general maintenance, and restoration services. This work may include repair of washouts, lowering or moving active cable, bridge attachment repair and other outside plant type work. Performance of general services will be scheduled by C<sup>3</sup>BU designated representative(s) and Proposer; however, Proposer will be prepared to respond to requests for such work within 5 business days unless agreed otherwise.

This service may at the C<sup>3</sup>BU designated representative's discretion be handled under a general services WO held open for on-going support services. If no general services WO are open, the C<sup>3</sup>BU designated representative will send an electronic request to the Proposer to provide the service. At that time, the Proposer shall be authorized to perform basic troubleshooting services and minor repairs. The service request shall be updated by the Proposer to describe in detail the completed services or any additional service needed at the site. The request shall be submitted to the C<sup>3</sup>BU designated representative for approval before additional service can be performed.

Should the Proposer perform a responsive service request under any WO and the same fault is reported within 30 days, it shall be the Proposer's responsibility to make the second and all subsequent repairs to restore 100 percent functional status.



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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The Proposer shall investigate the cause for the fault if the failure is related to a storm event, materials or workmanship. The diagnostic results shall define the type of repair needed to restore the system to 100 percent functional status. If the diagnosis indicates the need for major repairs or parts replacement, the Proposer shall notify the C<sup>3</sup>BU designated representative(s) in writing.

#### **Materials**

C<sup>3</sup>BU will maintain a facility for storage of fiber optic cable and other materials for the purpose of repair and restoration. The material will be accessible to the Proposer 7 days a week, 24 hours a day in the event of an emergency.

Apart from items provided by C<sup>3</sup>BU, Proposer shall supply all other materials, equipment, work and Services required by and in accordance with this Proposal, including all materials generally described as "consumable".

All equipment and component parts that are furnished shall be new and unused, shall meet all requirements of the proposal and shall be in operable condition at the time of delivery. All parts shall be of high quality workmanship and no part or attachment shall be applied contrary to the manufacturer's recommendations or standard practices.

Proposer shall review the C<sup>3</sup>BU Approved Products List (APL) and adhere to these (where applicable) whenever furnishing items under the Contract.

Exceptions are when the Proposer receives written consent from the C<sup>3</sup>BU designated representative(s) when the need arises to be compatible with the devices already in place.

C<sup>3</sup>BU reserves the rights to supply material or have Proposer supply the materials with the appropriate mark-up as agreed to in the contract.

#### **Furnished by Proposer**

1. Concrete and/or asphalt
2. Rodding material for pulling cable into vacant ducts.
3. Cable lubrication materials.

#### **Items to be Furnished by C<sup>3</sup>BU**

C<sup>3</sup>BU will maintain a minimum stock of the following materials at its designated location.

1. One 2500' reel of single mode 288 ribbon fiber duct cable suitable for replacement in underground conduit.
2. One 2500' reel of single mode 144 ribbon fiber duct cable suitable for replacement in underground conduit.





## COLUMBIA COUNTY, GEORGIA

### RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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3. One 2500' reel of single mode 48 ribbon fiber duct cable suitable for replacement in underground conduit.
4. One 2500' reel of single mode 48 fiber duct cable suitable for replacement in underground conduit.
5. One 2500' reel of single mode 12 fiber duct cable suitable for replacement in underground conduit.
6. One 7500' reel of 1 ¼ HDPE three way conduit.
7. One 8000' reel of 1 ¼ " HDPE conduit.
8. One (5) 24"X36"X24" pull box with cover.
9. One (5) 36"X60"X36" splice box with cover.
10. HDPE 1 ¼" Couplers
11. Warning signs and markers.
12. Splice Enclosure with splice trays
13. Ground Materials (wire, rod, etc.)

#### **Payment for Services**

Payment for services under all WOs will be per the description authorized by the C<sup>3</sup>BU designated representative(s) in the WO as per the terms of the Contract under labor and equipment methods of compensation. Upon completion, the work shall be subject to inspection by the C<sup>3</sup>BU representative(s). Work that is determined to be of poor quality or a quality less than the original installation shall be re-performed at no cost to C<sup>3</sup>BU.

Upon acceptance of the work and the invoice by the C<sup>3</sup>BU designated representative(s), payment shall be made for the services. The payment to the Proposer will reflect the approved rate/unit costs and quantities as submitted to the Conduit/Fiber Optic Maintenance C<sup>3</sup>BU designated representative(s) by invoice. Final payment for each WO shall not be rendered by C<sup>3</sup>BU until all conditions of the Contract have been met.

#### **Maintenance of Traffic (MOT)**

MOT shall include the planning, furnishing, installing, maintaining, and removing of traffic control and safety devices. MOT is incidental for all maintenance tasks, except when the work is within 15 feet of the edge of travel or when a lane closure is needed.

Any work where Proposer personnel are in a travel lane shall require a lane closure(s). A request for a lane closure must be submitted to the C<sup>3</sup>BU designated representative(s) for approval two weeks in advance of the proposed lane closure. The Proposer will be given a notification list by the C<sup>3</sup>BU designated representative(s) containing all contacts that shall be notified of the lane closure by the Proposer.



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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Proposer shall have at least one individual on its staff throughout the term of the Contract certified by the American Traffic Safety Services Association (ATSSA) as a Worksite Traffic Supervisor. This person will be responsible for ensuring the Proposer deploys the proper MOT.

Traffic control shall meet Georgia DOT Section 150 requirements and the Manual on Uniform Traffic Control Devices (MUTCD). Maintenance of traffic control will be the responsibility of the Contractor. ALL flagmen MUST be certified.

#### **Safety Requirements**

Proposer shall follow all safety requirements outlined in the National Electric Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), and any Standards or practices for safe installation of required equipment per the Proposal.

#### **Practice Drills**

From time to time, C<sup>3</sup>BU may stage practice drills to test the effectiveness of emergency response. Proposer will conduct itself as if it were an actual emergency callout situation. The Proposer is expected to be on the job site within two (2) hours of being notified. In addition to time element, an adequate response entails having all personnel and equipment on-site. Proposer will be reimbursed for such drills in accordance with the contract rate schedule. There will be no payment for fire drill responses which do not meet the response time requirement, which responses are subject to liquidated damages.

#### **Proposer Reviews**

The C<sup>3</sup>BU designated representative(s) may make periodic reviews to verify that the project control and management procedures are assuring project performance with reasonable conformity with C<sup>3</sup>BU procedures, plans, specifications, and Contract provisions. The Proposer shall assist the C<sup>3</sup>BU designated representative in these reviews.

When deficiencies are identified in a review, the Proposer will immediately implement remedial action to eliminate any deficiencies. Remedial actions may include further training of the Proposer's personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

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#### Staffing Minimums

The support of the conduit and fiber optic infrastructure will require a multi-disciplinary team made up of a prime Proposer and sub-contractors. The following disciplines are considered to be the minimum necessary to successfully fulfill the obligations of the Proposal:

- Project Management / Administration
- Conduit / innerduct placement and repair
- Structure replacement and repair including handhole, pullboxes and cable vaults
- Trenching services
- Directional bore services
- Maintenance of Traffic

#### Mandatory Requirements

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The attached questionnaire titled "Mandatory Requirements" should be completed in its entirety, and directly within the questionnaire spreadsheet provided in Bonfire. Your firm's response to the requested questionnaires will be used to compare each firm side by side. Please be sure to include the answers to all questions within the appropriate cells for each. "See page..." or "See exhibit..." is **NOT** recommended. At a minimum, a summary of your complete answer is to be included on the spreadsheet. Columbia County requires proposals to be easy to understand and all reasonable care should be taken to limit responses to pertinent information

#### Cost Information

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All cost information **SHALL** be submitted in the '**Cost Proposal**' Bid Table in Bonfire. Any additional information/attachments related to Costs are welcome and should be presented as attachments in the '**Additional Cost Information**' area in Bonfire. Cost information **SHALL NOT** be included in **ANY** other section of your RFP submittal.

#### Selection Process

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The Evaluation Committee, which is comprised of representatives from various departments within Columbia County, will evaluate all qualifying proposals. All requirements in this RFP should be satisfied to ensure that the proposal will qualify for consideration. Columbia County desires to receive proposals only from companies who can demonstrate the specified qualifications described within this RFP.



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021025-RFP5510**  
**FIBER CONSTRUCTION, MAINTENANCE AND**  
**RESTORATION SERVICES**

## Proposal Evaluation Criteria

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The following criteria will be used to evaluate all proposals. Please note the proposal must meet all mandatory requirements in order to be evaluated.

<u>CRITERIA</u>	<u>POINTS</u>
<b>A. Methodology and Approach</b> - Approach (Resources/Emergency Response, Etc.) - Additional Information	<b>300</b>
<b>B. Qualifications &amp; Experience</b> - Executive Summary/Corporate Profile - Staffing - References	<b>200</b>
<b>C. Cost</b>	<b>500</b>
<b>TOTAL POINTS 1000</b>	

## Procedures for Submitting Proposals

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Each vendor must carefully follow all instructions included within the formal solicitation documents regarding the proper submission of a response. **Failure to comply with conditions set forth in the solicitation may result in disqualification.**

Each Proposer should complete and submit all requested items and information within the Bonfire portal at <https://columbiacountyga.bonfirehub.com>.

Questions about the responses to the request for proposals should be made **in writing** via the Bonfire portal. Questions may also be submitted via mail or email to:

Attn: Chris Landers, CPPB, Procurement Supervisor  
 Mailing Address: Columbia County Board of Commissioners  
 Procurement Department  
 500 Faircloth Drive, Building E  
 Evans, GA 30809  
 E-mail: [clanders@columbiacountyga.gov](mailto:clanders@columbiacountyga.gov)

- Proposals must be received no later than **Thursday, June 17, 2021 at 12:00:00 PM** to be considered. Responses received after this time will be unopened and marked **LATE**.
- **Deadline for questions will be Wednesday, June 9, 2021 at 5:00 PM.**
- Responses will be retained as property of Columbia County.
- Columbia County is not liable for any costs incurred by proposers prior to issuance of a Notice to Proceed
- Companies responding to this RFP must be available for presentation(s) and/or interview(s)



# COLUMBIA COUNTY, GEORGIA

## RFP# 2021025-RFP5510

### FIBER CONSTRUCTION, MAINTENANCE AND RESTORATION SERVICES

## Final Selection

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The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Columbia County Board of Commissioners will make the final decision.

## County Insurance Requirements

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### Minimum coverages must meet or exceed the following:

- |   |                             |
|---|-----------------------------|
| 1. <b><u>Worker's Compensation</u></b> – Required for ALL vendors                                       | Statutory                   |
| 2. <b><u>General Liability</u></b> (Including Bodily Injury, Property Damage and Contractual Liability) | \$2,000,000 each Occurrence |
| 3. <b><u>Automobile Liability</u></b> (Including Bodily Injury & Property Damage)                       | \$1,000,000 each Occurrence |

A valid Certificate of Insurance and applicable endorsements must be provided within ten (10) business days of final execution of the contract and/or issuance of a Notice to Proceed. The Certificate of Insurance MUST list Columbia County, Georgia as the Certificate Holder as well as AN ADDITIONAL INSURED. The address is 500 Faircloth Drive, Bldg E, Evans, GA 30809.

Reference to the contracted project should be listed in the "Description of Operations/Locations" box as follows: *"Columbia County, Georgia is named as an Additional Insured ATIMA in reference to **"Fiber Construction, Maintenance and Restoration Services"** under the General, Contractual, and Automobile Liability coverage and will receive (30) thirty days prior written notice of cancellation on this policy."*

### Policy endorsements must be provided for:

1. **The addition of Columbia County, GA as an Additional Insured**
2. **Providing the County with 30 days prior written notice of cancellation on the policy**

### **RAILROAD PROTECTIVE LIABILITY INSURANCE REQUIREMENTS**

The Proposer shall procure and shall maintain during the continuance of an agreement with Columbia County Georgia, at its sole cost and expense, a policy of Commercial General Liability Insurance

(CGL), naming CSX Transportation Inc., and/or its designee, as additional insured and covering liability assumed under this Agreement.

A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to CSX Transportation Inc., Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021025-RFP5510**  
**FIBER CONSTRUCTION, MAINTENANCE AND**  
**RESTORATION SERVICES**

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## Terms and Conditions

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- 1. Columbia County, GA (the County) reserves the right to reject any or all proposals.**
2. The County reserves the right to accept proposals deemed advantageous to the Board of Commissioners.
3. The County is NOT liable for any costs incurred by proposers prior to the issuance of a Notice to Proceed. The County shall not be liable for any expense incurred in connection with preparation of a response to this document. Vendors should prepare a straightforward and concise description of their ability to meet the requirements of this document.
4. It is the intent of the County to award a contract for these products and/or services based on an evaluation of all proposals for a period of two (2) years with an option to renew for three (3) additional one year terms.
5. Any objections to the specifications, scope of work, or requirements should be filed in writing prior to the proposal deadline. Procurement, along with the requesting department, will determine if an addendum revising the solicitation documents will be issued or postponement of the proposal opening is necessary. The County is interested in any and all details of other innovative and original ideas above and beyond those discussed in this Request for Proposal.
6. The County will evaluate all qualifying proposals that are submitted. All requirements in this RFP should be satisfied to ensure that the proposal would qualify for consideration. The County desires to receive proposals only from Vendors who can demonstrate the specified qualifications mentioned in this RFP.
7. All requested information should be provided in order for a proposal to be considered responsive. However, any vendor which submits in its proposal to the County any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
8. The contracted company will correct any and all errors and omissions that they make, at their own expense.
9. Responses will be retained as property of Columbia County, GA.
10. Columbia County does not guarantee quantities.
11. County staff MAY elect to hold presentations and/or interviews. All firms responding to this Request for Proposal should be available, if deemed necessary by the County, within two (2) weeks following the proposal due date.
12. The selected company shall be required, before awarding of contract, to demonstrate to the complete satisfaction of the County that they have the necessary resources to execute the work in a satisfactory manner and within the time specified; they have had experience of a same or similar nature; they have a past history and references which will assure the company's qualifications for executing the work.
13. Following award of contract, firm must coordinate all activities with County Human Resources Department.
14. The successful company shall not discriminate against any person in accordance with Federal Laws or Regulations.



**COLUMBIA COUNTY, GEORGIA**  
**RFP# 2021025-RFP5510**  
**FIBER CONSTRUCTION, MAINTENANCE AND**  
**RESTORATION SERVICES**

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## Terms and Conditions (Cont.)

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15. Columbia County reserves the right to use any and all concepts presented in any proposal to obtain the most beneficial and effective path to achieving its desired goals for the products and services requested. Selection or rejection of proposal(s) will not affect this right. All proposals will be evaluated and, at Columbia County's discretion, an award made to the Proposer who demonstrates the best ability to satisfy the scope of work in the most timely and cost effective manner possible.
16. All rates shall be guaranteed through the initial term of the contract, unless otherwise specified.
17. The term of the contract(s) issued as a result of this request for proposal shall be for not less than two years, subject to earlier termination as provided by law and by the terms of the contract. In addition, unless otherwise specified in the proposal, the award of this contract shall include the right at the option of the County, contingent upon the agreement by both parties to any change in rates/costs or services, to renew and extend this contract on a year-to-year basis as may be permitted by applicable law and County Policy, for up to three (3) additional one year terms.
18. Columbia County reserves the right, if deemed necessary, to conduct discussions with any or all Proposers for the purpose of clarification of proposals.
19. Columbia County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the Scope of Work stated in this Request for Proposal.
20. This RFP does not constitute an offer or a contract with the Proposer. A contract or agreement is not implied until a contract is approved and executed by the Columbia County Board of Commissioners.
21. Columbia County reserves the right to cancel the contract with a 30-day notice if it is determined by the Board of Commissioners to be in the best interest of the County.
22. All proposals are to remain confidential until award is made or RFP is canceled. Any proposer distributing, publishing, or posting their proposal prior to this time may be subject to disqualification.
23. Companies must have a willingness to commit to specified levels of performance for service and quality.
24. Any interpretation of the RFP will be made only via an addendum. Addenda will be prepared as quickly as possible for dissemination to all registered vendors for the specific commodity(ies).
25. Anyone making a proposal may withdraw their proposal up to the time specified as the closing time and date for acceptance of proposals. No proposer may withdraw, cancel, or modify their proposal except as requested by Columbia County, after being notified that the proposal has been accepted.
26. To inspect and/or receive records on previous solicitations, please visit <http://www.columbiacountyga.gov/community/information-/county-information/open-records-request> to submit your request through the Open Records Request Portal. By using this portal, you will have the ability to track and monitor your public records request. All Communication will be sent directly to your email account.



**COLUMBIA COUNTY, GEORGIA**  
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**Terms and Conditions (Cont.)**

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27. **Compliance with Applicable Law** Contractor agrees to comply with all federal, state, county and local laws ordinances and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all regulations and administrative rules established pursuant to those laws.
28. **Independent Contractor Status** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Columbia County for any purpose, and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that Columbia County provides for its employees.
29. **Severability** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
30. **All companies and their agents who intend to, or have submitted Proposals to this solicitation are hereby placed on formal notice that lobbying of Columbia County Government employees or members of the Evaluation Panel with the intent to manipulate the Procurement process may result in the immediate disqualification of such company by the County from further consideration for this project.**
31. **Indemnity and Insurance:** To the extent permitted by law, the Contractor shall indemnify and save Columbia County, its officers, agents, employees from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person(s); or damage or destruction to property, real or personal, arising directly or indirectly from the work performed by the consultant, its subcontractors or employees.





*Columbia County Board of Commissioners*

*Contract # 2021-2058*

*Fiber Construction, Maintenance, and Restoration Services Agreement - Highliter Cable Services Inc.*

**EXHIBIT "C"**

**(VENDORS ORIGINAL COST SHEETS SUBMITTED AS ATTACHED)**

## Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Unit Code	Quantity Required	Unit of Measure	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Numeric	Total Cost
							Unit Price - Job <301 ft	Unit Price - Job 301 ft to 1,000 ft	Unit Price - Job 1,001 ft to 2,000 ft	Unit Price - Job 2,001 ft to 3,000 ft	Unit Price - Job 3,001 ft to 4,000 ft	Unit Price - Job 4,001 ft to 6,000 ft	Unit Price - Job >6,000 ft	
Success: All values provided	Bid	#0-1	Conduit Installation by Plow Method 36 inches depth (units include only labor cost unless materials specified in description): PLOW (1) CONDUIT (HDPE) - 1.25" - 2" ID (INCLUDES SEED AND STRAW)	101	1	Linear Foot	\$ 2.75	\$ 2.55	\$ 2.45	\$ 2.35	\$ 2.25	\$ 2.00	\$ 1.65	\$ 16.00
Success: All values provided	Bid	#0-2	Conduit Installation by Plow Method 36 inches depth (units include only labor cost unless materials specified in description): PLOW EACH ADDITIONAL CONDUIT (HDPE) 1.25" - 2"	102	1	Linear Foot	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35	\$ 2.45
Success: All values provided	Bid	#0-3	Conduit Installation by Plow Method 36 inches depth (units include only labor cost unless materials specified in description): ROCK ADDER	199	1	Linear Foot	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 17.50
Success: All values provided	Bid	#0-4	Conduit Installation by Trench Method 36 inches depth (units include only labor cost unless materials specified in description): TRENCH AND PLACE ONE (1) ANY TYPE OF HDPE OR PVC OR METAL CONDUIT UP TO 2"	201	1	Linear Foot	\$ 3.00	\$ 2.85	\$ 2.75	\$ 2.60	\$ 2.40	\$ 2.30	\$ 2.10	\$ 18.00
Success: All values provided	Bid	#0-5	Conduit Installation by Trench Method 36 inches depth (units include only labor cost unless materials specified in description): TRENCH AND PLACE ADDITIONAL ANY TYPE OF HDPE OR PVC OR METAL CONDUIT UP TO 2"	202	1	Linear Foot	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 1.05
Success: All values provided	Bid	#0-6	Conduit Installation by Trench Method 36 inches depth (units include only labor cost unless materials specified in description): TRENCH AND PLACE ONE (1) ANY TYPE OF HDPE OR PVC OR METAL CONDUIT OR METAL GREATER THAN 2" OD EACH	203	1	Linear Foot	\$ 3.40	\$ 3.25	\$ 3.05	\$ 2.95	\$ 2.85	\$ 2.60	\$ 2.35	\$ 20.45

Success: All values provided	Bid	#0-7	Conduit Installation by Trench Method 36 inches depth (units include only labor cost unless materials specified in description): TRENCH AND PLACE ADDITIONAL ANY TYPE OF HDPE OR PVC OR METAL CONDUIT GREATER THAN 2" OD EACH	204	1	Linear Foot	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 2.10
Success: All values provided	Bid	#0-8	Conduit Installation by Trench Method 36 inches depth (units include only labor cost unless materials specified in description): EXTRA DEPTH OF COVER UP TO 42"	205	1	Linear Foot	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 4.55
Success: All values provided	Bid	#0-9	Conduit Installation by Trench Method 36 inches depth (units include only labor cost unless materials specified in description): ROCK ADDER	299	1	Linear Foot	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 21.00
Success: All values provided	Bid	#0-10	Conduit Installation by Bore Method (units include only labor cost unless materials specified in description): DIRECTIONAL BORE AND PULLBACK 1 CONDUIT GREATER THAN 2" UP TO 4" OD	302	1	Linear Foot	\$ 7.75	\$ 7.60	\$ 7.45	\$ 7.30	\$ 7.15	\$ 7.00	\$ 6.50	\$ 50.75
Success: All values provided	Bid	#0-11	Conduit Installation by Bore Method (units include only labor cost unless materials specified in description): DIRECTIONAL BORE AND PULLBACK 1 CONDUIT GREATER THAN 4" OD	303	1	Linear Foot	\$ 8.75	\$ 8.75	\$ 8.60	\$ 8.45	\$ 8.30	\$ 8.15	\$ 8.00	\$ 59.00
Success: All values provided	Bid	#0-12	Conduit Installation by Bore Method (units include only labor cost unless materials specified in description): DIRECTIONAL BORE AND PULLBACK EACH ADDITIONAL CONDUIT UP TO 2" OD	304	1	Linear Foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.75
Success: All values provided	Bid	#0-13	Conduit Installation by Bore Method (units include only labor cost unless materials specified in description): DIRECTIONAL BORE AND PULLBACK EACH ADDITIONAL CONDUIT GREATER THAN 2" UP TO 4" OD	305	1	Linear Foot	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 5.25
Success: All values provided	Bid	#0-14	Conduit Installation by Bore Method (units include only labor cost unless materials specified in description): DIRECTIONAL BORE AND PULLBACK EACH ADDITIONAL CONDUIT GREATER THAN 4" OD	306	1	Linear Foot	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 14.00

Success: All values provided	Bid	#0-15	Conduit Installation by Bore Method (units include only labor cost unless materials specified in description): ROCK ADDER	399	1	Linear Foot	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 28.00
Success: All values provided	Bid	#0-16	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): PLACE 17"x30"x18" COMPOSITE HANDHOLE	401	1	Each	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 700.00
Success: All values provided	Bid	#0-17	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): PLACE 24"x36"x24" COMPOSITE HANDHOLE	402	1	Each	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 1,225.00
Success: All values provided	Bid	#0-18	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): PLACE 30"x48"x24" COMPOSITE HANDHOLE	403	1	Each	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 195.00	\$ 1,365.00
Success: All values provided	Bid	#0-19	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): PLACE 36"x60"x36" COMPOSITE HANDHOLE	404	1	Each	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,750.00
Success: All values provided	Bid	#0-20	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): PLACE ROUND FLOWER POT	405	1	Each	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 175.00
Success: All values provided	Bid	#0-21	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): REMOVAL OF HANDHOLE UP TO 24"x36"	406	1	Each	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 875.00
Success: All values provided	Bid	#0-22	Handhole Installation and Removal (Units include labor only cost unless materials are specified in Description): REMOVAL OF HANDHOLE UP TO 36"x60"	407	1	Each	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 1,225.00
Success: All values provided	Bid	#0-23	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description):REMOVE AND RESTORE ASPHALT UP TO 4" THICK (INCLUDES ALL MATERIALS)	501	1	Square Foot	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 98.00

Success: All values provided	Bid	#0-24	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): REMOVE AND RESTORE ASPHALT UP TO 8" THICK (INCLUDES ALL MATERIALS)	502	1	Square Foot	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 17.00	\$ 119.00
Success: All values provided	Bid	#0-25	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description):REMOVE AND RESTORE ASPHALT OVER 8" UP TO 12" THICK (INCLUDES ALL MATERIALS)	503	1	Square Foot	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 140.00
Success: All values provided	Bid	#0-26	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): TEMPORARY COLD MIX (INCLUDES ALL MATERIALS)	504	1	Square Foot	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 84.00
Not Bidding	No Bid	#0-27	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): CRACK SEAL (INCLUDES ALL MATERIALS)	505	1	Linear Foot									-
Not Bidding	No Bid	#0-28	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): OVERLAY 2" THICK (INCLUDES ALL MATERIALS)	506	1	Square Foot									-
Success: All values provided	Bid	#0-29	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): REMOVE AND RESTORE CONCRETE UP TO 4" (INCLUDES ALL MATERIALS)	507	1	Square Foot	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 112.00
Success: All values provided	Bid	#0-30	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): REMOVE AND RESTORE CONCRETE OVER 4" UP TO 6" (INCLUDES ALL MATERIALS)	508	1	Square Foot	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 126.00

Success: All values provided	Bid	#0-31	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): REMOVE AND RESTORE CONCRETE OVER 6" UP TO 8" (INCLUDES ALL MATERIALS)	509	1	Square Foot	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 22.00	\$ 154.00
Not Bidding	No Bid	#0-32	Asphalt, Concrete Surfaces - Sidewalks, Driveways and Road Surfaces (Units include labor cost only unless materials are specified in Description): INSTALL CONCRETE SLAB 4" THICK (INCLUDES ALL MATERIALS)	510	1	Square Foot								
Success: All values provided	Bid	#0-33	Facility Placement (Units include labor only unless materials are specified in description): INSTALL FIBER OPTIC CABLE UP TO 24 COUNT	601	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-34	Facility Placement (Units include labor only unless materials are specified in description): INSTALL FIBER OPTIC CABLE UP TO 48 COUNT	602	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-35	Facility Placement (Units include labor only unless materials are specified in description): INSTALL FIBER OPTIC CABLE UP TO 144 COUNT	603	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-36	Facility Placement (Units include labor only unless materials are specified in description): INSTALL FIBER OPTIC CABLE UP TO 288 COUNT	604	1	Linear Foot	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 4.55
Success: All values provided	Bid	#0-37	Facility Placement (Units include labor only unless materials are specified in description): INSTALL ADDITIONAL FIBER OPTIC CABLE	605	1	Linear Foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.75
Success: All values provided	Bid	#0-38	Facility Placement (Units include labor only unless materials are specified in description): INSTALL FLAT DROP DIRECT BURIED	606	1	Linear Foot	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 5.25
Success: All values provided	Bid	#0-39	Facility Placement (Units include labor only unless materials are specified in description): INSTALL FIBER THROUGH DROP CEILING	607	1	Linear Foot	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 1.25	\$ 8.75

Success: All values provided	Bid	#0-40	Facility Placement (Units include labor only unless materials are specified in description): ROD/MANDREL/ROPE EACH CONDUIT	608	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-41	Facility Placement (Units include labor only unless materials are specified in description): PLACE TRACER/SERVICE/LOCATE WIRE/PULLING	609	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-42	Facility Placement (Units include labor only unless materials are specified in description): PLACE ONE (1) INNERDUCT UP TO 2" IN DIAMETER	610	1	Linear Foot	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 0.80	\$ 5.60
Success: All values provided	Bid	#0-43	Facility Placement (Units include labor only unless materials are specified in description): PLACE ADDITIONAL CONDUIT UP TO 2" IN DIAMETER	611	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-44	Facility Placement (Units include labor only unless materials are specified in description): PLACE ONE MAXCELL FABRIC INNERDUCT (ANY # OF CELLS)	612	1	Linear Foot	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 0.75	\$ 5.25
Success: All values provided	Bid	#0-45	Facility Placement (Units include labor only unless materials are specified in description): PLACE ADDITIONAL MAXCELL FABRIC INNERDUCT (ANY # OF CELLS) IN SAME CONDUIT	613	1	Linear Foot	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 2.10
Success: All values provided	Bid	#0-46	Facility Placement (Units include labor only unless materials are specified in description): INSTALL MICRO-DUCT (ANY DIAMETER) IN EXISTING VACANT 1" TO 2" CONDUIT	614	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-47	Facility Placement (Units include labor only unless materials are specified in description): INSTALL MICRO-DUCT (ANY DIAMETER) IN EXISTING OCCUPIED 1" TO 2" CONDUIT	615	1	Linear Foot	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65	\$ 4.55
Success: All values provided	Bid	#0-48	Facility Placement (Units include labor only unless materials are specified in description): INSTALL ADDITIONAL MICRO-DUCT	616	1	Linear Foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.75

Success: All values provided	Bid	#0-49	Facility Placement (Units include labor only unless materials are specified in description): PULL/BLOW EACH ADDITIONAL FIBER OPTIC CABLE	617	1	Linear Foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.75
Success: All values provided	Bid	#0-50	Facility Placement (Units include labor only unless materials are specified in description): INSTALL MICRO-FIBER (ANY COUNT)	618	1	Linear Foot	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 3.50
Success: All values provided	Bid	#0-51	Facility Placement (Units include labor only unless materials are specified in description): REMOVE UNDERGROUND FIBER ALL TYPES	619	1	Linear Foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.75
Success: All values provided	Bid	#0-52	Facility Placement (Units include labor only unless materials are specified in description): REMOVE AERIAL FIBER ALL TYPES	620	1	Linear Foot	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 0.25	\$ 1.75
Success: All values provided	Bid	#0-53	Facility Placement (Units include labor only unless materials are specified in description): INSTALL PVC OR EMT CONDUIT INSIDE BUILDING WITH OPEN CEILING (INCLUDING ALL MATERIALS)	621	1	Linear Foot	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 36.75
Success: All values provided	Bid	#0-54	Facility Placement (Units include labor only unless materials are specified in description): INSTALL PVC OR EMT CONDUIT INSIDE BUILDING WITH DROP CEILING (INCLUDING ALL MATERIALS)	622	1	Linear Foot	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50	\$ 45.50
Success: All values provided	Bid	#0-55	Facility Placement (Units include labor only unless materials are specified in description): INSTALL PVC OR EMT ON OUTSIDE OF BUILDING (INCLUDING ALL MATERIALS)	623	1	Linear Foot	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 17.50
Success: All values provided	Bid	#0-56	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): POTHOLING - UNPAVED	900	1	Each	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 525.00
Success: All values provided	Bid	#0-57	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): POTHOLING - PAVED	905	1	Each	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,050.00



Success: All values provided	Bid	#0-58	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): REMOVE AND REPLACE SOD	910	1	Square	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 17.50
Not Bidding	No Bid	#0-59	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): REMOVE AND REPLACE DECORATIVE BRICK	915	1	Square Foot								-
Success: All values provided	Bid	#0-60	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): EXPOSE EXISTING CONDUIT, RELOCATE AND/OR PLACE SPLIT DUCT	925	1	Linear Foot	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25	\$ 36.75
Not Bidding	No Bid	#0-61	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): BRIDGE ATTACHMENT	950	1	Linear Foot								-
Success: All values provided	Bid	#0-62	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): PLACE LINE MARKER POSTS	960	1	Each	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 105.00
Success: All values provided	Bid	#0-63	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): INSTALL TEST STATION INCLUDING 8FT GROUND ROD AND GROUNDING WIRES	975	1	Each	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 210.00
Success: All values provided	Bid	#0-64	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): CORE DRILL UP TO 2 INCHES OUTSIDE DIAMETER	990	1	Each	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 105.00	\$ 735.00
Success: All values provided	Bid	#0-65	Miscellaneous Work Operations Associated with Descriptors (Units include labor cost only unless materials are specified in description): CORE DRILL 2.25" TO 3 INCHES OUTSIDE DIAMETER	995	1	Each	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 805.00

Success: All values provided	Bid	#0-66	Hourly Rates and Fees: A-CREW 2 PERSON (2 LABORERS)	1000	1	Hour	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 420.00
Success: All values provided	Bid	#0-67	Hourly Rates and Fees: B-CREW - 2 PERSON (OPERATOR & TRUCK DRIVER)	1001	1	Hour	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 630.00
Success: All values provided	Bid	#0-68	Hourly Rates and Fees: D-CREW - 3 PERSON (LABORER, OPERATOR, & TRUCK DRIVER)	1002	1	Hour	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 805.00
Success: All values provided	Bid	#0-69	Hourly Rates and Fees: E-CREW - 4 PERSON (2 LABORERS, OPERATOR, & TRUCK DRIVER)	1003	1	Hour	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,050.00
Success: All values provided	Bid	#0-70	Hourly Rates and Fees: SUPERVISOR/SUPERINTENDENT	1101	1	Hour	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 420.00
Success: All values provided	Bid	#0-71	Hourly Rates and Fees: FOREMAN	1102	1	Hour	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 350.00
Success: All values provided	Bid	#0-72	Hourly Rates and Fees: LABORER	1103	1	Hour	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 210.00
Success: All values provided	Bid	#0-73	Hourly Rates and Fees: HEAVY EQUIPMENT OPERATOR	1104	1	Hour	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 280.00
Success: All values provided	Bid	#0-74	Hourly Rates and Fees: BACKHOE/EXCAVATOR	1200	1	Hour	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 315.00
Success: All values provided	Bid	#0-75	Hourly Rates and Fees: TRENCHER	1201	1	Hour	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 315.00
Success: All values provided	Bid	#0-76	Hourly Rates and Fees: PICK-UP TRUCK	1202	1	Hour	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 175.00
Success: All values provided	Bid	#0-77	Hourly Rates and Fees: DUMP TRUCK	1203	1	Hour	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 280.00
Success: All values provided	Bid	#0-78	Hourly Rates and Fees: ARROW BOARD (SIGN ON BACK OF TRUCK)	1204	1	Hour	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 175.00
Success: All values provided	Bid	#0-79	Hourly Rates and Fees: EMERGENCY CALLOUT MOBILIZATION FEE	2000	1	Each	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 1,400.00
Success: All values provided	Bid	#0-80	Hourly Rates and Fees: MARKUP FEE PERCENTAGE MATERIALS	2100	1	Percentage	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 84.00

Success: All values provided	Bid	#0-81	Hourly Rates and Fees: MARKUP FEE PERCENTAGE EQUIPMENT RENTAL OTHER	2200	1	Percentage	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 70.00
Success: All values provided	Bid	#0-82	Hourly Rates and Fees: MARKUP FEE PERCENTAGE SUB CONTRACTORS	2300	1	Percentage	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 105.00



**EXHIBIT "D"**  
**RELEASE OF CLAIMS**

Reference is made to the Fiber Construction, Maintenance, and Restoration Services Agreement, together with all Change Orders thereunder ("Agreement"), by and between the undersigned Highliter Cable Services Inc. and Columbia County, Georgia ("County"), dated August 17, 2021.

In connection with the Agreement, Vendor warrants that there are no amounts owed by it or by any of its subcontractors, which could become the basis for a claim against the property described in the Agreement or any other property owned by the County, and that there exists no known liens, claims, demands or causes of action against the Vendor or its subcontractors or the County relating to the Work.

IN WITNESS WHEREOF, Vendor has executed this release this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Vendor Name: Highliter Cable Services Inc.

By: \_\_\_\_\_  
(Corporate Officer Signature)

As Its: \_\_\_\_\_  
(Corporate Officer Title)