



TOWN OF PINEVILLE, NC
505 MAIN STREET
PINEVILLE, NC 28134

CONTRACT FOR
CONTRACT LABOR AND EQUIPMENT
FOR WORK IN
TOWN OF PINEVILLE, NORTH CAROLINA

FOR FISCAL YEAR 26
BEGINNING JULY 1, 2025

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for furnishing labor and equipment for constructing the improvements to the Electrical Distribution System of the Town of Pineville, North Carolina, (hereinafter called the "Owner") will be received on or before 1:00 PM, June 19, 2025, at the Pineville Town Hall, located at 505 Main Street, Pineville, NC 28134, at which time they will be publicly opened and read. Any bids received after the time and date specified will not be considered.
2. The Contractor will provide all the required labor and equipment required to perform construction and maintenance activities on energized and de-energized lines, equipment and other appurtenances relating to the town of Pineville's 7.2/12.5 KV electric distribution system at the direction of their Electric System Managing Agent (ElectriCities). This will include overhead and underground facilities as necessary.

Envelopes containing bids will be marked as follows:

LAMBERTS CABLE SPLICING LLC
(Company Name)
License No. W. 35088

Formal Bid for Town of Pineville, Electric Contract Labor & Equipment,
Do Not Open Until June 19, 2025 @ 1 pm.

Electronic Bids are prohibited by N.C.G.S §149-129. Bids must be delivered in one of the following methods:

VIA USPS:

To: Town of Pineville, NC
PO Box 249
Pineville, North Carolina 28134
Attention: David Lucore

VIA FEDEX, UPS OR OTHER COURIER SERVICE:

To: Town of Pineville, NC
505 Main Street
Pineville, North Carolina 28134
Attention: David Lucore

3. The successful bidder will furnish all labor and equipment which may be necessary to affect the construction and/or maintenance of existing electric facilities or expansion and improvement projects as directed by ElectriCities staff.
4. The Owner intends to furnish materials required for each project. A standard percentage markup will also be established for use when it is mutually agreeable to be more convenient for Contractor to furnish materials at the direction of and approval of ElectriCities. In any event, the materials furnished by the Contractor will not exceed \$29,999.

5. The necessary forms and documents for bidders may be obtained from the Owner's Managing Agent, David Lucore, at 505 Main St, Pineville, NC 28134 or by requesting electronic documents by e-mail at: dlucore@electricities.org.

Proposals, together with all supporting instruments must be submitted on the forms furnished. The name and address of the Bidder, license number, and the date of the opening of the bids must all appear on the envelope in which the proposal is submitted. The Proposal will be marked: Formal Bid for Town of Pineville, Electric Contract Labor & Equipment, Do Not Open Until June 19, 2025 @ 1 pm.

6. Consideration will be given only to bids of Contractors licensed under the "North Carolina Act to Regulate the Practice of General Contracting." Contractors and subcontractors, in order to perform public work in the State of North Carolina, are required to hold State of North Carolina Contractor's licenses of the class required to perform the specified work. Contractor's license number will be inserted in the appropriate place on the Proposal form, before Proposal will be considered. Evidence of subcontractor's compliance with the above will be submitted to ElectriCities before starting subcontract work on public work contracts.
7. By submitting their bid, Contractor certifies that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised.
8. The Owner reserves the right to waive minor defects and informalities that would not prejudice other bidders, and which speaks to the responsiveness of the bid. Mathematical errors may be grounds for withdrawing a bid, if they meet grounds for withdrawal as set forth in N.C.G.S. §143-129.1.
9. The Owner reserves the right to reject any and all proposals.
10. Each Bidder will include in the Contractor's Proposal the hourly rates for each employee, both regular and overtime, and for each piece of equipment or other unit.
11. The managing agent and Contractor will agree on the number and type of crews, based on the needs of the Owner and the projects to be worked. The Contractor agrees to provide the quantity and composition of crews as requested at the same rates quoted for the duration of the contract period.
12. The contract will begin on July 1, 2025, for the FY26 fiscal year. Holidays, which encompass 10 days annually, will be excluded from work, leaving 50 weeks remaining.
13. Each Proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation payable to the order of the Owner, or a Bidder's Bond acceptable to the Owner and running in favor of the Owner, in an amount equal to five percent (5%) of the maximum bid price. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing the same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that, by filing its proposal together with such check or Bidder's Bond in consideration of the Owner's receiving and considering such proposal, said proposal will be firm and binding upon each such Bidder and such check will be held by the Owner for a period not exceeding ninety (90) days from the date hereinabove set for the opening of the Proposals.

14. The successful Bidder will be required to execute the Owner's Contract for Construction Services, attached herein, and to furnish Performance and Payment Bonds, in the forms attached hereto, for the full amount of the contract price, these bonds will guarantee the full performance of the contract.

TOWN OF PINEVILLE, NORTH CAROLINA
(Owner)

ELECTRICITIES OF NC, INC.
(Managing Agent)

Date: June 10, 2025

BID PROPOSAL

NAME OF BIDDER: LAMBERT'S CABLE SPLICING LICENSE NUMBER(S): U 35088, CLG 124626

BY: [Signature] TITLE: President

ADDRESS OF BIDDER: 2521 S. WESLEYAN BLVD ROCKY MOUNT N.C. 27803

SIGNATURE: [Signature] DATE: 6-17-25

ATTEST: [Signature] TITLE: SR DIRECTOR OF OPERATIONS

PLEASE INSERT OR ATTACH HOURLY RATES FOR THE FOLLOWING:

OVERHEAD CONSTRUCTION						
Labor Rates	Qty	Regular Rate	OT Rate	Equipment Rates	Qty	Hourly Rate
Working Foreman	1	90.85	118.10	Line Truck, 13,000 lb.	1	31.25
A Class Lineman	2	85.25	110.82	Bucket Truck,, 60'	2	28.89
C Class Lineman	2	65.25	84.82	Pickup Truck	1	19.75
Labor Total/Hour		391.85	509.38	Equipment Total/Hour		108.78

UNDERGROUND CONSTRUCTION						
Labor Rates	Qty	Regular Rate	OT Rate	Equipment Rates	Qty	Hourly Rate
Working Foreman	1	75.89	98.65	Mini Excavator, 20 HP	1	13.62
A Class Lineman	1	63.18	82.13	Trailer, 12-TON	1	9.75
URD Laborer	1	49.14	63.88	Knuckle Boom Truck	1	22.00
Equipment Operator	1	56.16	73.00	Pickup Truck	1	19.75
Labor Total/Hour		244.37	317.66	Equipment Total/Hour		65.12

DIRECTIONAL BORING		
Directional Boring Crew	Qty	Hourly Rate
Capable of boring up to 6" conduit	1	195.35

2 MEN & BORING RIG

CONTRACT

This Contract for Labor and Equipment for the construction and maintenance of the town of Pineville's electric distribution system, and all exhibits, (collectively this "Contract") is entered into this _____ day of _____, 20____ by and between the Town of Pineville, a municipal corporation of the State of North Carolina, (the "Town") and, UMBERTS CABLE SPLICING, located at, 2521 S. WESLEYAN BLVD ROCKY MOUNT N.C 27803 (the Contractor)

WITNESSETH:

That for and in consideration of the mutual promises set forth in this Contract, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

SECTION 1: GENERAL CONDITIONS OF THE CONTRACT

- 1.1 Entire Agreement. These terms and conditions and any other specifications contained in any other documents referenced will constitute and represent the entire agreement between the Town and the Contractor and will supersede all previous communications, either written or verbal, with respect to the subject matter of this Contract.
- 1.2 Changes, Additions or Deletions. No changes, additions, deletions or substitutions in terms and conditions, including addenda attached hereto will be permitted without the prior written approval of the Town.
- 1.3 Relationships of the Parties. The Contractor is an independent contractor and not an employee of the Town. The conduct and control of the work will lie solely with the Contractor. The Contract will not be construed as establishing a joint venture, partnership, or any principal-agent relationship for any purpose between the Contractor and the Town. Employees of the Contractor will remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their safety and compensation.
- 1.4 Assignment. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without the Town's prior express written consent.
- 1.5 Scope of Work. The scope of work to be accomplished is construction and/or maintenance in conjunction with and replacement of 12,470-volt circuits and secondary voltage circuits. Personnel must display an understanding of the hazards associated with these power lines.
- 1.6 Litigation Venue. Any controversy or litigation arising out of this Agreement will be resolved in the courts of Mecklenburg County, North Carolina.
- 1.7 Laws to be Observed. The Contractor will give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and will indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulations, order or decree, whether by himself or his employees.
- 1.8 Hourly Rates. Fixed charges for each Contractor employee, vehicle and other equipment used to perform underground or overhead electric construction projects. Rates will include Contractor overhead and profit.

- 1.9 Owner is The Town of Pineville, North Carolina. The terms "Owner" and "Town" will be used interchangeably and regarded as the same for the purposes of this contract.
- 1.10 Managing Agent is ElectriCities of North Carolina, Inc., who is under contract with the Owner to manage the operation of the Town's electric system and act on their behalf in matters of day-to-day operations.
- 1.11 Contractor is the contractor named in the Contract Documents.
- 1.12 Subcontractor is any person, firm, or corporation with a direct contract with the contractor who acts for or on behalf of the contractor in executing any part of the contract but does not include one who merely furnishes materials.
- 1.13 Contract is the agreement covering the furnishing of crews and equipment to construct the units described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work.
- 1.14 Contract requirements will mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specification Requirements, with all addenda thereto.
- 1.15 Written Notice. Written notice will be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation or to the last business address of the person who serves the notice.
- 1.16 Change of Address. It will be the duty of each party to advise the other parties to the contract as to any change in their business address until completion of the contract.
- 1.17 Rejected Work. Any defective work whether the result of poor workmanship, damage through carelessness or any other cause will be removed, and the work will be re-executed by the Contractor at no cost to the Owner for labor, equipment, or replacement material.
- 1.18 Insurance. The CONTRACTOR will purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:
- a. Claims under workmen's compensation disability benefit and other similar employee benefit acts.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of any offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the OWNER will be filed with the OWNER prior to commencement of the WORK. These Certificates will contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER. Certificate will list OWNER and Consultant as additional insured parties in respects to General Liability and Auto Liability

Forms on Policy.

The CONTRACTOR will procure and maintain at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance will be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance will be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR will procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR will require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR will provide, and will cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. The workers compensation policy will be endorsed to waive the rights of subrogation against the owner, consultant and Owner. Commercial General Liability will be written on an occurrence form covering premises operations, products completed operations personal injury and contractual liability, with no exclusion for liability arising from explosion, collapse, or underground property damage. An umbrella liability policy will cover the General Public Liability and Property Damage Insurance and Automobile Liability with a minimum \$4,000,000 limit per occurrence in addition to the limits above.

Automobile Insurance will include bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate. All policies except the workers' compensation will be written on a primary, non-contributory basis.

- 1.19 Indemnity. To the fullest extent of the law, the Contractor will indemnify and hold harmless the Town, its officers and agents, employees and assigns from and against all losses and all claims, demands, payments, suits, actions, expenses, (including expenses of litigation and attorneys' fees) recoveries and judgements of every nature and

description brought or recovered against him by reason of any act or omission of the Contractor, its agents, employees, or assigns in the execution of the work or in the guarding of it. In the event that any portion of the work performed under this Contract will be defective in any respect, whatsoever, the Contractor will indemnify and save harmless the Town, its officers, agents, employees and assigns from an against all Claims as defined herein, but only to the extent allowed by law.

- 1.20 Patents and Royalties. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he will provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner and will save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.
- 1.21 Surveys, Permits and Regulations. Unless otherwise specified, permits and licenses of a temporary nature necessary for the execution of the work will be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes in existing facilities will be secured and paid for by the Owner.
- 1.22 Warning Signs and Barricades. The Contractor will provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public and will be liable for any damages arising by failure to provide such precaution. All traffic control measures: signs and equipment will be according to NCDOT guidelines and rules. Suitable warning signs will be placed and illuminated at night so as to show in advance where construction, barricades or detours exist.
- 1.23 Public Safety and Convenience. The Contractor will at all times conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Owner. No road or street will be closed to the public except with the permission of the proper Owner authority. Fire hydrants on or adjacent to the work will be kept accessible to fire-fighting equipment at all times. Temporary provisions will be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- 1.24 Crossing Utilities. When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, Town or other public agency, public utility or private entity, the Contractor will ascertain that duly executed permits, licenses, and/or easements have been secured by the Owner.
- 1.25 Sanitary Provisions. The Contractor will provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State Departments of Health and as directed by the Owner.
- 1.26 Claims and Decisions. All claims of the Contractor will be presented to the Managing Agent, who will promptly forward same to proper channels of the Town and assist in obtaining a decision or relief within a reasonable time for the Contractor.
- 1.27 Work Assignments. Following the execution of the contract by the Owner, daily work assignments will be given to the Contractor by the managing Agent.
- 1.28 Makeup of Crews. The number of men in each classification and the amount of any types of equipment to be used in any crew will be requested of the Contractor as decided by the Managing Agent.
- 1.29 Termination for Convenience. The Owner will have the right, without assigning any reason therefore, to suspend work, in whole or in part, at any time at its complete discretion. The

Owner will have the right, without assigning any reason therefore to terminate the contract, at any time at its complete discretion by providing 10 days' notice in writing to the Contractor. If the contract is terminated by the Owner, in accordance with this paragraph, the Contractor will be paid any outstanding balance owed for any work hours completed prior to the date of termination.

- 1.30 Default. The Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by the Contractor.
- 1.31 Rights of Various Interest. Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Owner, to secure the completion of the various portions of the work in general harmony.
- 1.32 Contractor's Supervision. When one or two crews are employed, normally one of the crew foreman will represent the Contractor.
- 1.33 Oral Agreements. No oral order, objection, claim or notice by any party to the others will affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents will be held to be waived or modified by the reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence will be introduced in any proceeding of any other waiver or modification.
- 1.34 Private Property. The Contractor will not enter upon private property for any purpose without obtaining permission, and he will be responsible for the preservation or replacement when damaged, of all public property, trees, monuments, and other items, along and adjacent to the street and/or right-of-way and will use every precaution necessary to prevent damage or injury thereto. He will use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and will carefully protect from disturbance or damage, all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and will not remove them until directed.
- 1.35 Requests for Payment. The Contractor will submit regular invoices which will be processed for payment. The Owner prefers weekly invoicing. The Contractor will document weekly worksheets, indicating the number of hours for each employee and piece of equipment used and present to Managing Agent for approval. One copy will be filed with the Owner and one copy will be attached to invoices.
- 1.36 Location of Underground Facilities. Contractor will be responsible for requesting the location of underground facilities for all work on overhead or underground lines. Location of all facilities will be provided by North Carolina 811 (1-800-632-4949).
- 1.37 Work Under Contractor's Charge. During periods of performance by the Contractor of work under this agreement, those portions of the lines upon which work is being performed will be under the charge and control of the Contractor and during such period of control by the Contractor all risks in connection with the construction of the project and the materials to be used therein will be borne by the Contractor. The Contractor will make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor where the same will have occurred by reason of the Contractor's negligence. The Contractor will hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence or faulty construction on the part of the Contractor or any of the Contractor's agents or employees during the control by the Contractor of the project or any part thereof.

- 1.38 Price Schedule. All work undertaken by the Contractor under the contract will be paid for by the Owner on the basis of hourly rates listed in the contract. The Contractor will furnish all necessary construction equipment, tools, supervision, field and office overhead and expenses, insurances, taxes, labor, Workmen's Compensation Insurance and Social Security Tax and Contractor's profit. The entire compensation of the Contractor will be the sum arrived at by multiplying each hourly rate, as shown by the labor and equipment rate schedule attached hereto, by the number of hours provided to which such price is applicable and adding all such products together.
- 1.39 Construction Standards. Specifications and plans will vary from project to project. Though they cannot predict the schedule or extent of specific projects to be constructed under this agreement, Owner plans to use contract crews for the expansion of the electric system, including developments already under construction and relocation of lines from aerial to underground and other electric distribution construction and maintenance work as required.
- 1.40 Joint Trenches. Where a jointly used trench is agreed to by all parties, the Contractor may need to take direction from representatives of telephone, cable or other utilities for each project for non-electric portions of the installation. Any conflicts between plans furnished to Contractor and direction given by other utilities will be promptly reported to the Managing Agent.
- 1.41 Safety of Crews
- (a) The Contractor is responsible for the safety of their employees and all subcontractor employees.
 - (b) The Contractor will provide its employees that have the potential to work on or near energized power lines with a uniform that has a minimum Arc Thermal Performance Value of 8 cal/cm².
 - (c) The crew will utilize Personal Protective Equipment (PPE) as required by federal, state and local regulations governing work on energized power lines and in accordance with standard industry practices.
- 1.42 Equipment Storage Owner has limited space available at their operations facility that may not provide adequate room for the staging of Contractor's vehicles and equipment. There may be other Owner sites that accommodate this, however, in the event that suitable space cannot be provided by the Owner, the Bidder agrees to find suitable staging area(s) for all vehicles and equipment at his/her own expense.
- 1.43 Periodic Contractor's Meeting. The Contractor will make available, at no cost to the Owner, a Management Representative to review the work progress on a weekly basis or as often as the volume of work dictates as determined by Owner. The Management Representative will be named after the execution of the Contract.
- 1.44 Severability. If any provision of this Contract is found to be invalid or unlawful, the remainder of this Contract shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
- 1.45 Companies that Boycott Israel. With the execution hereof, Contractor, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

SECTION 2: Daily Work Schedule and Invoicing

- 2.1 **Weekly Hours.** The Contractor agrees to have crew(s) available on a routine basis for 40 hours each week of the contract and be available to assist in emergencies 24/7. The schedule for accomplishing those 40 hours each week must be agreed to by the Managing Agent so that it does not conflict with the performance needs of the Owner.
- 2.2 **Inclement Weather.** In cases of inclement weather, the Contractor will not be paid for routine work except for 2 hours each day as show-up time. Contractor employees are required to report to work daily and remain available for the 2 hours they are being paid. If the weather improves during the 2-hour period and the crews can work, the crew(s) will be paid according to their hourly rates up to the maximum number of hours established for the workday.
For example, if the normal workday is 10 hours and the crew(s) arrive at the usual start time of 7 am, they will be paid their regular rate for 2 hours until 9 am and then be dismissed for the day. If they arrive at 7 am and the weather clears at 8 am, they will be paid 1 hour of show-up pay and 9 hours of regular workday pay. If the weather improves at any time during the 2-hour show-up period and the crews can work, the show-up hours will count toward the regular workday hours and will not be paid in addition to any work hours.
- 2.3 **Summary Sheet.** Contractor will document all crew members' hours and equipment hours each week and provide this to the Managing Agent's supervisor for approval before invoicing for the week. Weekly invoicing is preferred by the Owner.
- 2.4 **Equipment Used.** Contractor will be paid an hourly rate for each employee and each piece of equipment in use for the purpose of construction and maintenance activities on a weekly basis. Only that equipment physically used will be paid and only for the hours it is used in the performance of jobs.

SECTION 3: Materials

- 3.1 **Receiving Materials.** Contractor will receive materials from the Owner's warehouse or storage location as necessary for each job and will sign receipt of all items taken from Owner at the time of issuance. Contractor may receive a de minimis amount of "truck stock" to maintain accessibility to routinely used items on the job site. This will also be issued and whatever has not been expended will be returned at the end of the contract period. Contractor is responsible for the transportation of materials from the Owner's warehouse or storage location to each project site.
- 3.2 **Returning Materials.** Upon conclusion of the contract, the Contractor will return all material to the Owner in order for the Contractor to receive credit for same. Any items not returned or accounted for on a job will be billed to the Contractor at then current market rates.
- 3.3 **Responsibility for Loss, Damage or Theft.** The Contractor will reimburse the Owner the cost for all loss, breakage, or theft of materials once they have taken delivery of them from any warehouse or storage location operated by the Owner. Reimbursement will be at current market prices for the salvageable materials removed. Current market prices will be determined from the Owner's material invoices.
- 3.4 **Scrap Materials.** All materials left over or scrapped as part of any project will remain the property of the Owner and contractor will transport such items as directed by the Managing Agent for reuse or disposal.
- 3.5 **Miscellaneous Materials.** If, during the performance of work under this contract, the contractor needs miscellaneous materials, such as but not limited to, lumber, grass seed, straw, fittings, etc. and it is identified as more efficient and possibly more cost effective for

the Contractor to furnish those items, the contractor will be allowed a standard percentage markup of 10% for the furnishing of those materials with the Owner's or Managing Agent's approval. Invoices or receipts for all items purchased will be submitted to the Managing Agent before payment is made. The total sum of all items purchased by the contractor will not exceed \$29,999 during the contract term. The Contractor agrees to pay all such taxes and to furnish to the Owner and all appropriate taxing authorities all required documentation and reports pertaining thereto.

SECTION 4: Vehicles and Equipment

- 4.1 Vehicle Condition. All vehicles and equipment used in the performance of this contract will be in useable condition and will be properly maintained to ensure their safety and efficiency and will present an acceptable image to the public. All vehicles will be marked with the contractor's name in some fashion to be quickly identified.
- 4.2 Vehicle Responsibility. The operation of all vehicles and equipment belonging to the contractor will be fully insured and the sole responsibility of the Contractor for fuel, maintenance, loss damage or theft regardless of the parked location of such.

SECTION 5: Staffing

- 5.1 Character of Workmen. The Contractor will at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Owner or Agent does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner will, at the written request of the Owner, be discharged immediately and will not be employed again in any portion of the work without the approval of the Owner.
- 5.2 Verification of Work Authorization. Contractor will comply with, and require all subcontractors to comply with, the requirements of Article 2, Chapter 64 of the NCGS, "Verification of Work Authorization", sometimes known as "E-Verify".

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Pineville, North Carolina, this 18th day of June, 2025.

CONTRACTOR:

TOWN OF PINEVILLE

Name: LAMBERTS CABLE SPLICING LLC

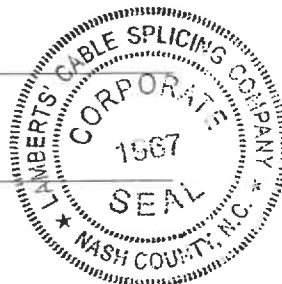
Print or Type

Signature

John Gilbert
Title Vice President

Attest:

John Gilbert
Secretary of Corporation



Town Manager

Attest: Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

STATE OF NORTH CAROLINA
TOWN OF PINEVILLE
COUNTY OF MECKLENBURG

AFFIDAVIT OF COMPLIANCE WITH
N.C. E-VERIFY STATUTES

I, John Gilbert (hereinafter the "Affiant"), duly authorized by and on behalf
of Lambert Cable (hereinafter the "Employer") after being first duly sworn deposes
and says as follows:

- John Gilbert
Vice President
1. I am the Vice President (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
 2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
 3. Employer employs 25 or more employees in the State of North Carolina and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and will retain the records of verification for a period of at least one year.
Or, Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
 4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
 5. Employer will keep the Town of Pineville informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the 18TH day of JUNE, 2025

Billy Butts
Signature of Authorized Officer or Agent

Billy Butts Dir. of OPERATIONS
Printed Name and Title of Authorized Officer or Agent

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Sworn to and subscribed before me, this the ____ day of _____, 2025.

Notary Public: _____

My Commission Expires: _____

IRAN DIVESTMENT ACT AND COMPANIES THAT BOYCOTT ISRAEL CERTIFICATION

As of the date listed below, the entity listed above is not on the list of restricted companies created by the State Treasurer pursuant to N.C.G.S. 147-86.58 or 147-86.81(a)(1).

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

John Gilbert
Signature

06-18-2025
Date

John Gilbert
Vice President
Printed Name

Title

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 95323-TRAV-25-0332

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lamberts Cable Splicing Company, LLC

1 Cleveland Street, Suite 900

Gordonsville, VA 22942

OWNER:

(Name, legal status and address)

Town of Pineville, North Carolina

505 Main Street

Pineville, NC 28134

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183-6014

State of Inc: Connecticut

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five percent of bid amount (5 %)

PROJECT:

(Name, location or address, and Project number, if any)

Town of Pineville FY26 Electrical Distribution System

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of June, 2025

DocuSigned by:

melinda perry

(Witness) DEED54DF...

Lamberts Cable Splicing Company, LLC

(Principal)

DocuSigned by:

brandon.hussie

(Title)

Travelers Casualty and Surety Company of America

(Surety)

Ana W. Oliveras

(Title)

Ana W. Oliveras, Attorney-in-Fact

(Witness) Camille M. Cruz



TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ana W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By: _____

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of June, 2025.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

Travelers Casualty and Surety Company of America



By: _____

Robert L. Raney, Senior Vice President

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we _____,

Hereinafter called the "Principal" and _____

a corporation incorporated under the laws of the State of _____

hereinafter called the "Surety", are held and firmly bound unto the _____

hereinafter called the "Owner", in the full and just sum of _____

_____ Dollars (\$ _____)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns, for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Sealed with our seals and dated this

_____ day of _____, A. D., 20_____.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date

_____ day of _____, 20_____.

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

For the full and complete execution of work in connection with _____

NOW THEREFORE, the conditions of this obligation are such that if the above bonded "Principal", as Contractor, will in all respects comply with the terms of the contract and conditions of said contract, and his, their, and its obligation thereunder, including the specifications and plans therein referred to and made a part thereof, and such alterations as may be made in said specifications and plans as therein provided for, and will well and truly, and in a manner satisfactory to the Owner, complete the work contracted for within the time stipulated in the contract, and will save harmless the Owner from any expense incurred through the failure of said Contractor to complete the work as specified, and from any damage growing out of the carelessness of said Contractor, or his, their or its servant, and also will save and keep harmless the said Owner against and from all losses to it from any cause whatever, including patent, trademark and copyright infringements in the manner of constructing said Project, then this obligation will be void; otherwise to be and remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever will be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of Contract or to the work to be performed thereunder of the specifications accompanying the same will in any such way affect its obligations on this Bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The obligation will remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated, and after such performance it will become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this _____ day of _____, 20_____.

Executed in _____ counterparts.

(Contractor)

By _____

(Witness as to Contractor)

(Surety Company)

By _____

(Witness as to Surety)

Countersigned:

(Licensed Resident Agent)

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____,

hereinafter called the "Principal" and _____,

a corporation incorporated under the laws of the State of _____

hereinafter called the "Surety", are held and firmly bound unto the _____

hereinafter called the "Owner", in the full and just sum of _____

_____ Dollars (\$ _____)

lawful money of the United States of America, to be paid to the said Owner, its successors, or its assigns for which payment well and truly to be made and done we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. Sealed with our seals and dated this _____ day of _____, A. D., 20____.

WHEREAS, the above bonded "Principal" has entered into a contract with the said Owner, bearing the date _____ day of _____, 20____.

A copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein:

for the full and complete payment for all labor and materials used in the execution of the work in connection with _____.

NOW THEREFORE, if the above bonded "Principal" as Contractor will promptly make payment to all people supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, then this obligation will be void; otherwise, to remain in full force and virtue.

Provided, however, that no suit, action or proceeding by reason of any default whatever will be brought on this Bond after twenty-four (24) months from the day on which the final payment under the Contract falls due.

And provided further the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same will in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

This obligation will remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated, and after such performance it will become null and void.

IN TESTIMONY WHEREOF witness the hands and seals of the parties hereto on this _____ day of _____, 20____, executed in _____ counterparts.

_____(SEAL)
(Contractor)

By: _____
(Witness as to Contractor)

_____(SEAL)
(Surety Company)

By: _____
(Witness as to Surety)

Countersigned:

(Licensed Resident Agent)