

All correspondence in connection with this contract should include reference to its No. HOy(R)-58715

THIS CONTRACT, Made this _____ day of February, 1961, by and among the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT, represented by the Contracting Officer executing this contract, and CAROLINA POWER AND LIGHT COMPANY, a corporation, and CAROLINA TELEPHONE AND TELEGRAPH COMPANY, a corporation, hereinafter jointly called the COMPANY:

WITNESSETH

WHEREAS, the GOVERNMENT is the owner of two housing projects at the U. S. Marine Corps Base, Camp Lejeune, North Carolina, known as Tarawa Terrace No. I and Tarawa Terrace No. II; and

WHEREAS, the COMPANY has certain utility pole lines and facilities in said housing projects for electric power and communication purposes; and

WHEREAS, rights of way for such pole lines and facilities are provided by long-term leases from the GOVERNMENT to the COMPANY, expiring 75 years from the 19th day of July, 1952; and

WHEREAS, the GOVERNMENT has undertaken a project to install a TV antenna system in said housing projects to serve the occupants thereof; and

WHEREAS, the GOVERNMENT's said project will require certain rearrangements and adjustments in the COMPANY's utility facilities in said housing projects to provide the necessary clearances for the

installation of the GOVERNMENT's TV antenna cable equipment; and

WHEREAS, the COMPANY is agreeable to making such rearrangements and adjustments in its utility facilities, as hereinafter provided, without profit or betterment, upon the agreement of the GOVERNMENT to pay the actual cost of such work, not to exceed \$10,000.00; and

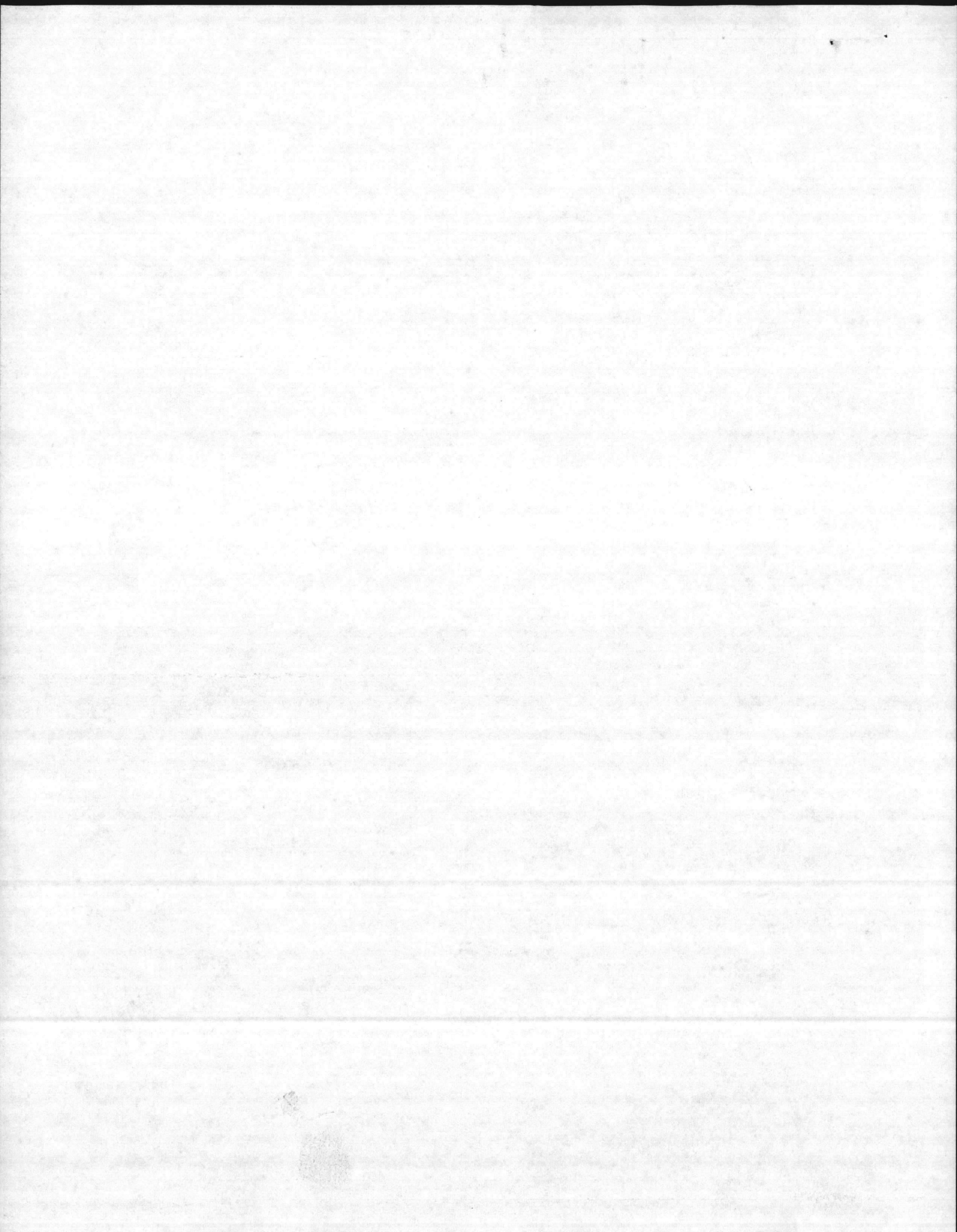
WHEREAS, it is agreeable with the GOVERNMENT for it to pay the actual cost of such work not to exceed the sum of \$10,000.00, as hereinafter provided.

NOW THEREFORE

IN CONSIDERATION of the premises and the mutual promises and agreements of the parties, as hereinafter set out, the parties do hereby mutually understand and agree, one with the other, as follows:

ARTICLE 1. Obligations of the COMPANY

a. The COMPANY will furnish all services, labor, materials, and equipment, and perform all work necessary to the rearrangement of its electric power and telephone circuits, equipment and facilities as enumerated, by reference to pole location markers, on Schedule "A" entitled, "Rearrangements to Provide Pole Space for TV Antenna Cable Equipment in Tarawa Terrace Housing Project - Marine Corps Base, Camp Lejeune, North Carolina," attached hereto and made a part hereof, which pole locations are shown with reference to Schedule "A" on District Public Works Office, Fifth Naval District, Drawing Nos. 58637 and 58636, both dated 12 September 1960, revised 27 October 1960, reduced photostats of which are attached hereto and made parts hereof as Exhibits "A" and "B." All rearrangements of electric power and telephone circuits hereunder shall be accomplished



In such a manner as to provide spacing and clearance in accordance with the National Electric Safety Code for the attachment of Government-owned TV antenna cable equipment.

b. The COMPANY will grant unto the GOVERNMENT, at no cost, an appropriate instrument providing for the attachment of the GOVERNMENT's TV antenna cable system to the COMPANY's pole line facilities, as shown on Exhibits "A" and "B" hereto.

ARTICLE 2. Obligation of the GOVERNMENT

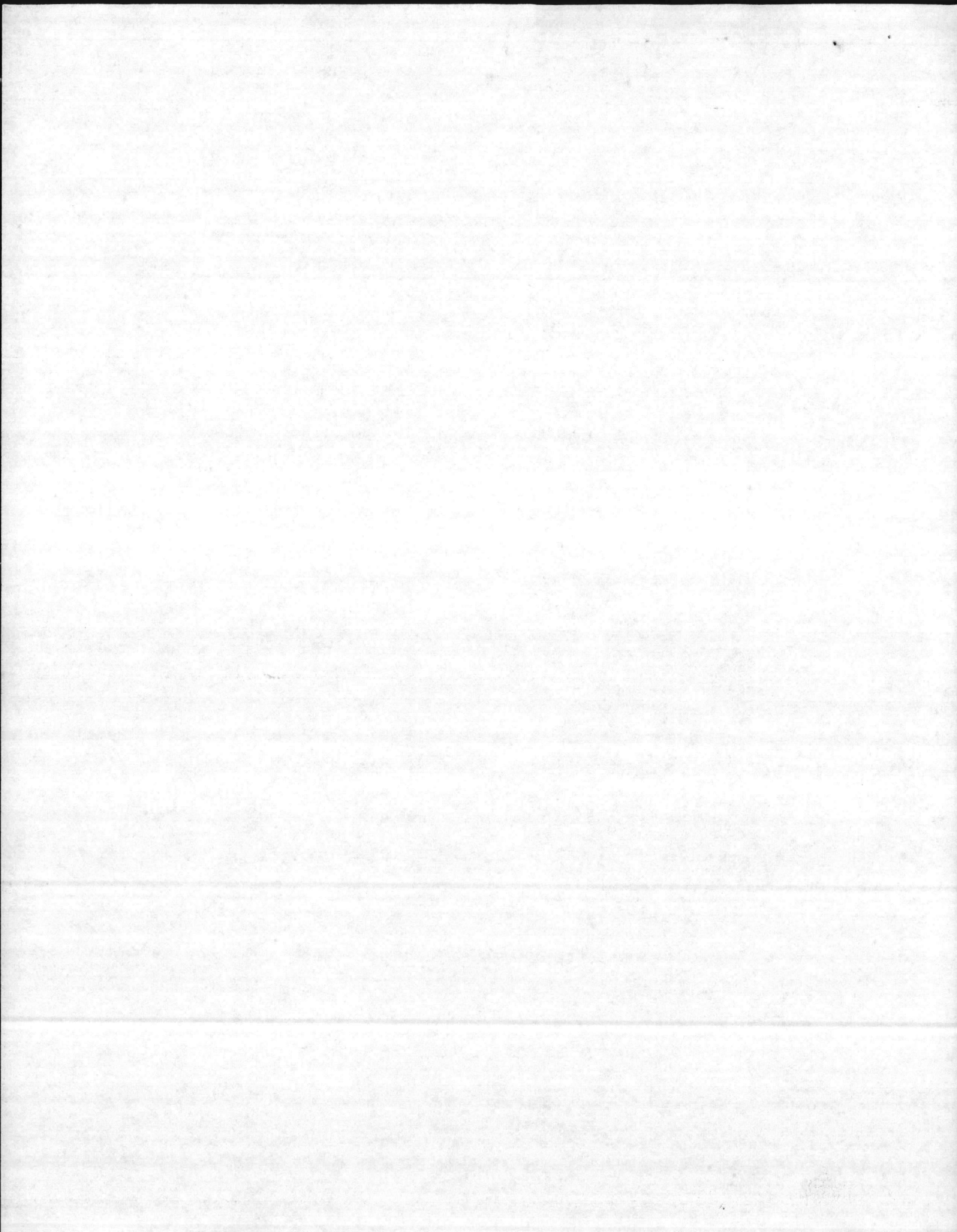
Upon completion of the work hereunder and final approval by the GOVERNMENT, the GOVERNMENT shall pay to the COMPANY, upon receipt of a duly certified invoice submitted in triplicate to the District Public Works Office, Fifth Naval District, the actual cost of the work required by Article 1a. hereof, which said cost shall, in no event, exceed the sum of \$10,000.

ARTICLE 3. Inspection and Acceptance.

The GOVERNMENT shall have the right to inspect the work to be performed hereunder at any time during its progress and to make final inspection upon completion thereof. Failure of the GOVERNMENT to object within twenty (20) days after final inspection shall indicate satisfactory performance of the contract by the COMPANY.

ARTICLE 4. Completion.

It is understood that time is of the essence, and the COMPANY agrees that it will prosecute and complete the work required of it hereunder as expeditiously as possible, provided, however, that it shall not be liable for delays due to the Act of God, or the public enemy or other



causes over which it has no control.

ARTICLE 5. Disputes.

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the COMPANY. Within thirty (30) days from the date of receipt of such copy, the COMPANY may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary of the Navy, and the decision of the Secretary of the Navy or his duly authorized representative for the hearing of such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided that, if no such appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the COMPANY shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the COMPANY shall proceed diligently with the performance of this contract and in accordance with the Contracting Officer's decision.

ARTICLE 6. Officials not to Benefit.

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed

to intend to take contract if made with a corporation for its general benefit.

ARTICLE 7. Assignment of Claim.

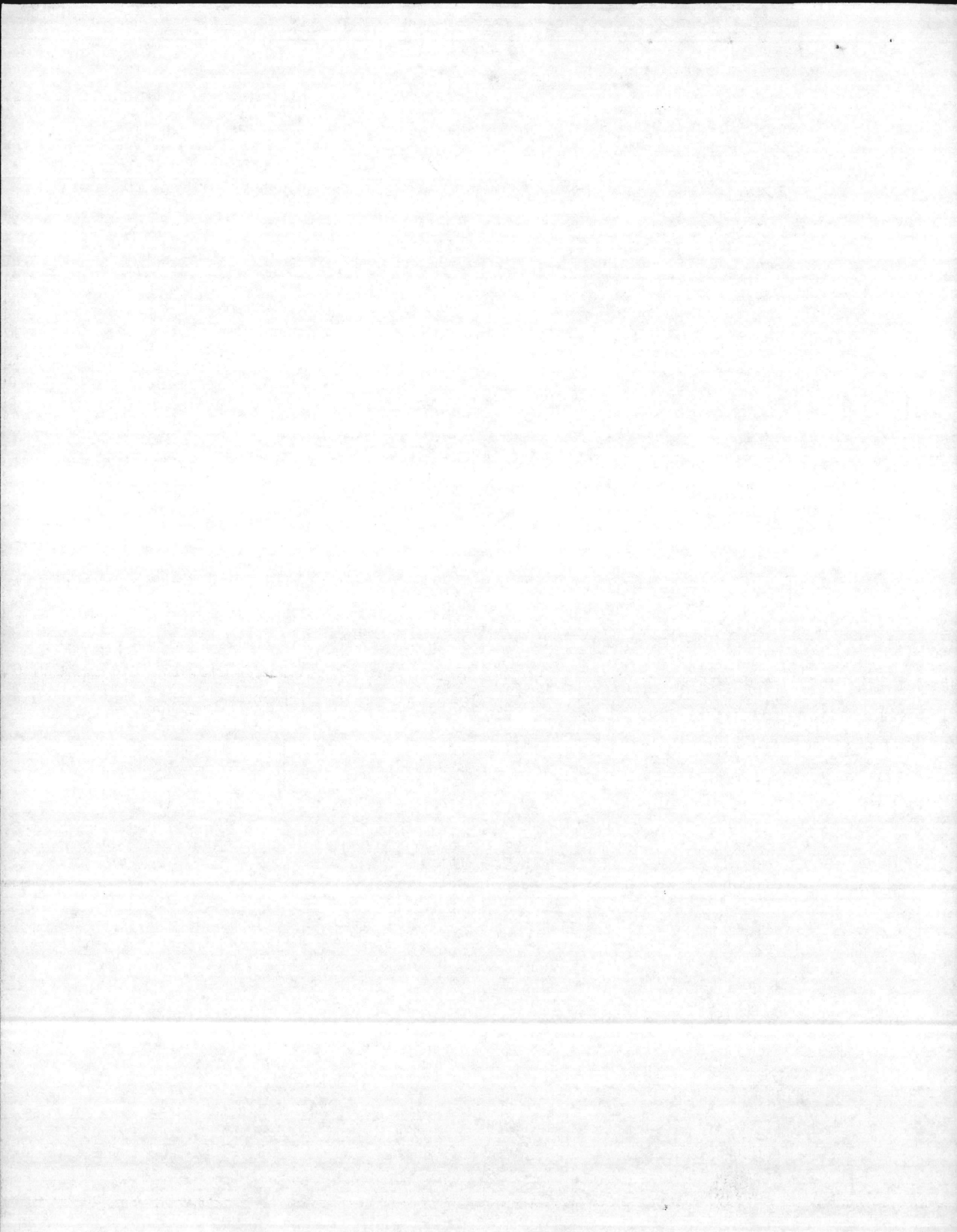
No claim under this contract shall be assigned. This contract is made solely for the benefit of the parties hereto and shall not inure to the benefit of any third party.

ARTICLE 8. Covenant against Contingent Fees.

The COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the COMPANY for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 9. Gratuities.

a. The GOVERNMENT may, by written notice to the COMPANY, terminate the right of the COMPANY to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in form of entertainment, gifts, or otherwise) were offered or given by the COMPANY, or any agent or representative of the COMPANY, to any officer or employee of the GOVERNMENT with a view toward securing a contract or securing favorable treatment with respect to the awarding or renewing, or the



making of any determination with respect to the performing of such contracts provided, that the existence of the facts upon which the Secretary of the Navy or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

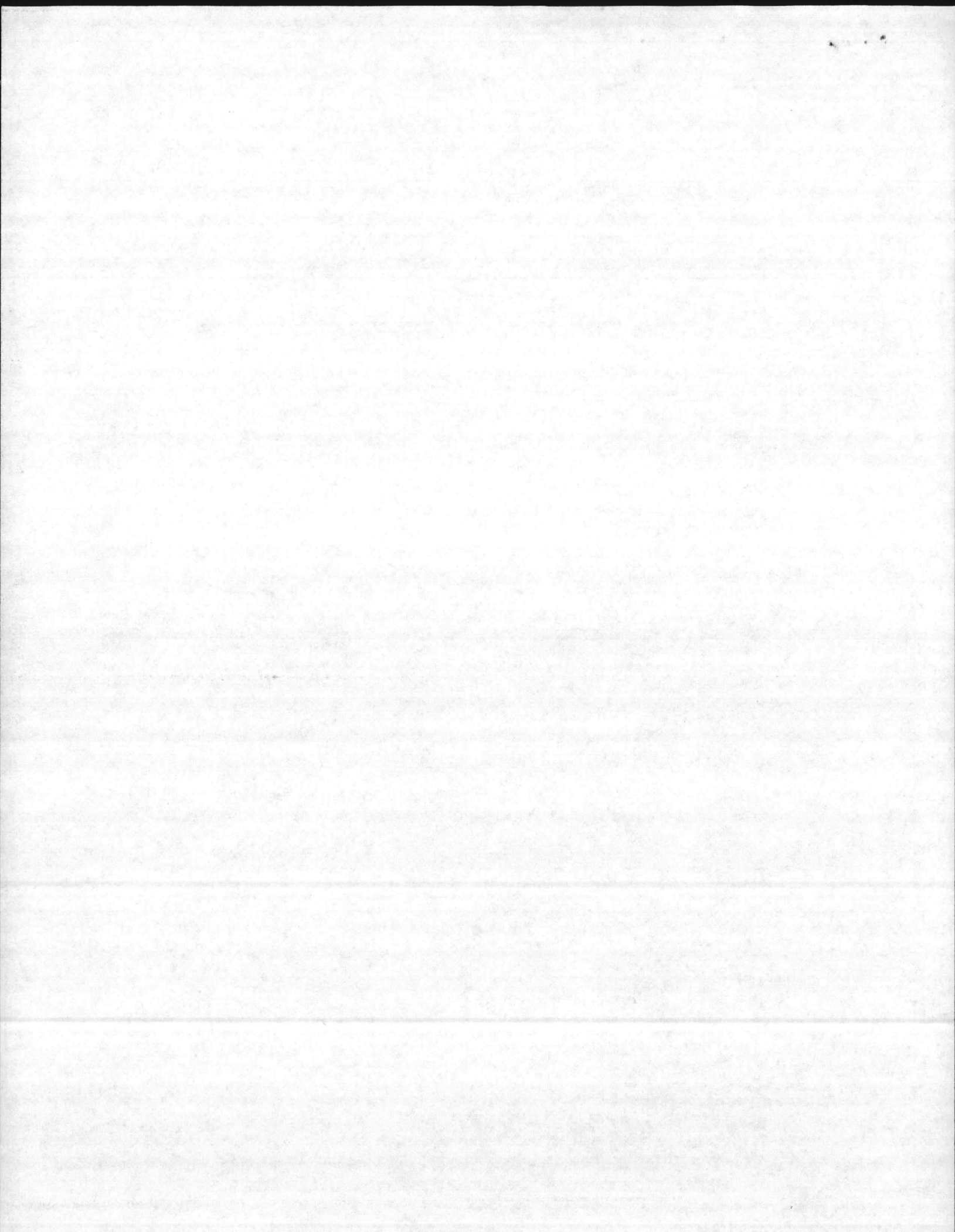
b. In the event this contract is terminated as provided in paragraph "a" hereof, the GOVERNMENT shall be entitled (1) to pursue the same remedies against the COMPANY as it could pursue in the event of a breach of the contract by the COMPANY, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Navy or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the COMPANY in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the GOVERNMENT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

UNITED STATES OF AMERICA

By _____
Contracting Officer



CAROLINA POWER AND LIGHT COMPANY

By _____

ATTEST:

Secretary

(SEAL)

CAROLINA TELEPHONE AND TELEGRAPH
COMPANY

By _____

ATTEST:

Secretary

(SEAL)

I, _____, certify that I am the Secretary of the corporation named as Carolina Power and Light Company herein; that _____, who signed this contract on behalf of Carolina Power and Light Company was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 1961.

I, _____, certify that I am the Secretary of the corporation named as Carolina Telephone and Telegraph Company herein; that _____, who signed this contract on behalf of the Carolina Telephone and Telegraph Company was then _____ of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 1961.

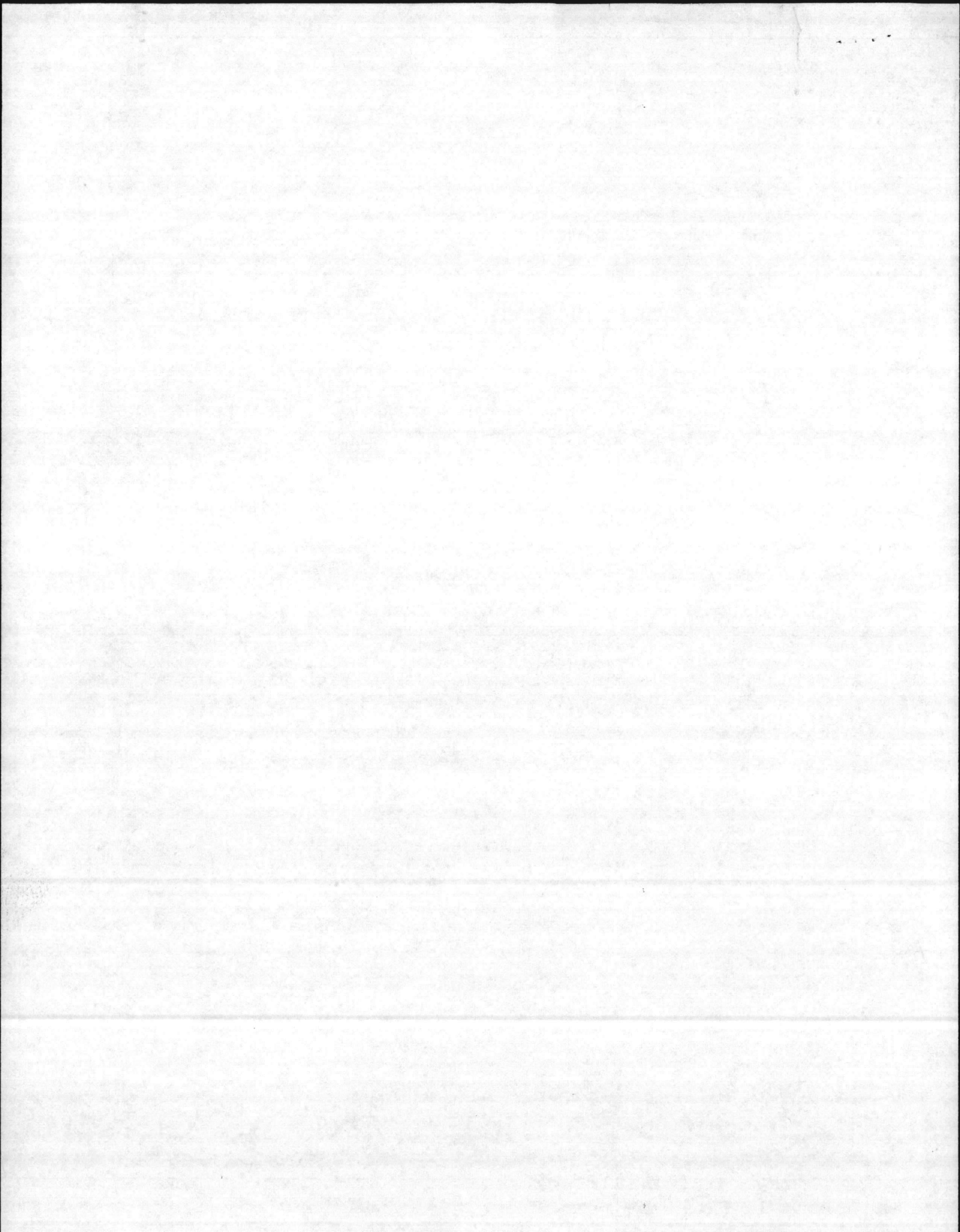
Payment will be made by Navy Regional Accounts Office
Naval Supply Center
Norfolk, Virginia

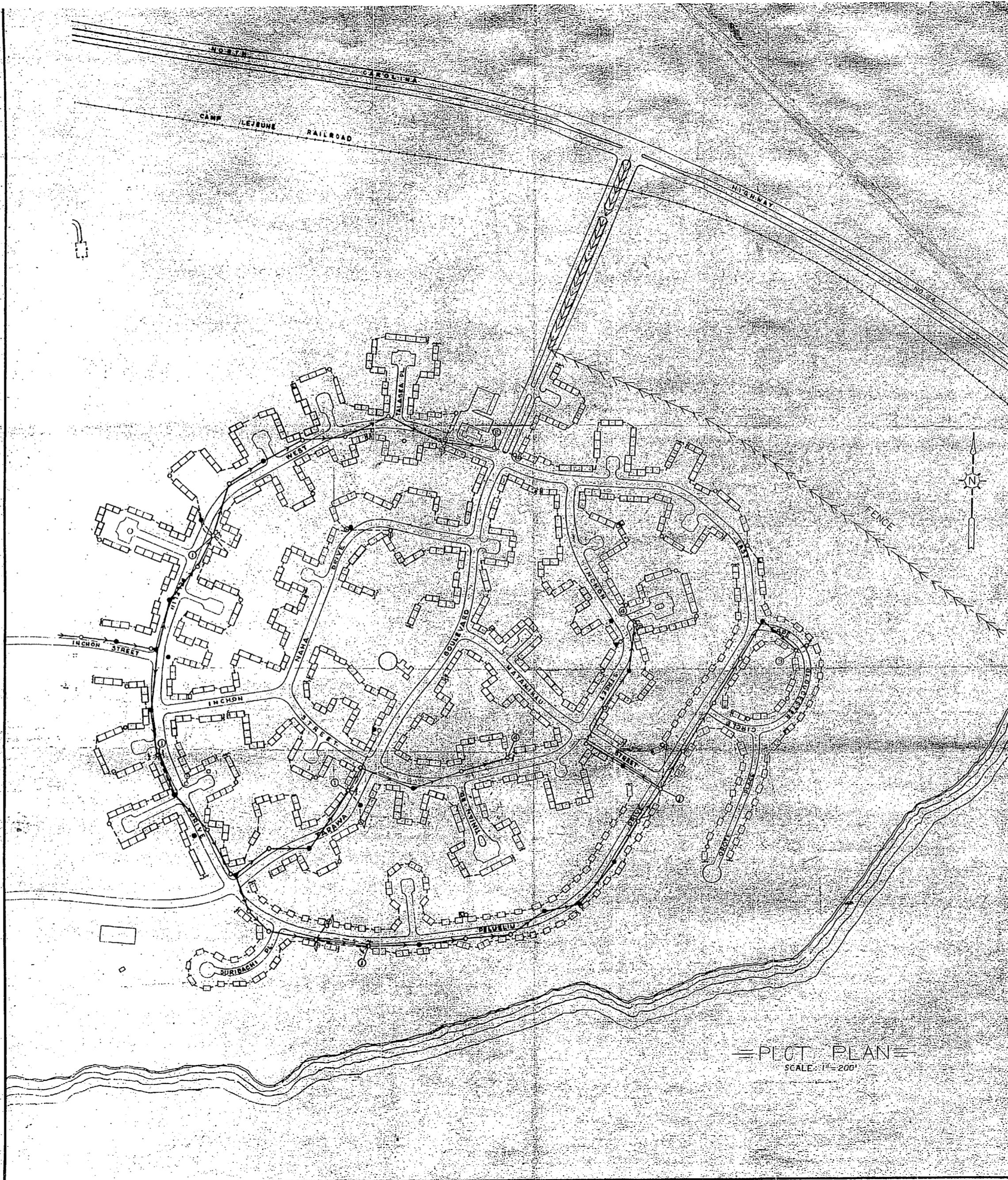
Chargeable to: Appropriation: 17-974297.2573 A4001

Allocation: 6270/25063 issued to
District Public Works Office
Fifth Naval District

Expenditure Account: 4325

Object Class: 079





LEGEND:

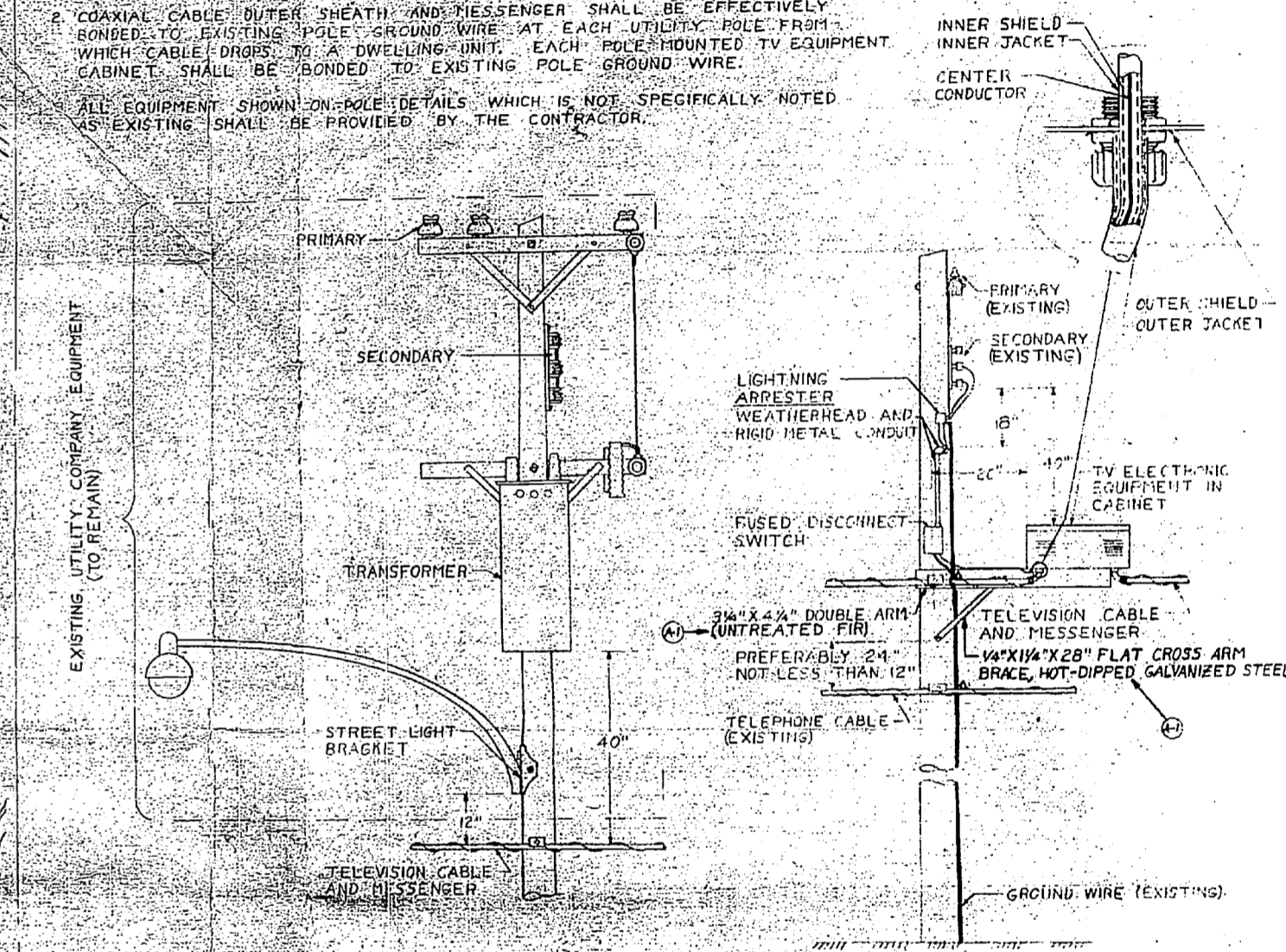
- ◻ REAMPLIFIER
- ◻ TWO-WAY LINE SPLITTER
- ◻ SWITCHED LINE TAP
- ◻ LINE TERMINATOR
- ◻ COAXIAL CABLE, TRUNK LINE
- ◻ COAXIAL CABLE, FEEDER LINE
- ◻ UTILITY POLE (EXISTING)
- ◻ UTILITY POLE WITH TRANSFORMER (EXISTING)

UTILITY POLE EQUIPMENT SCHEDULE

MARK	DESCRIPTION
①	LOW BAND BROAD BAND LINE AMPLIFIER, BRIDGING AMPLIFIER, ATTENUATOR PAD
②	LOW BAND BROAD BAND LINE AMPLIFIER, ATTENUATOR PAD
③	BRIDGING AMPLIFIER
④	DISTRIBUTION AMPLIFIER

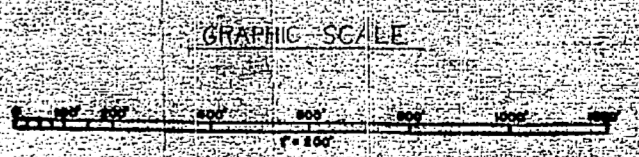
NOTES:

- RECEIVER TERMINAL OUTLETS SHALL BE PROVIDED IN EACH DWELLING UNIT. OUTLETS SHALL BE SECURED TO BASEBOARD. LOCATION OF OUTLET IN DWELLING UNITS SHALL BE AS DIRECTED BY PUBLIC WORKS OFFICER.
- COAXIAL CABLE OUTER SHEATH AND MESSENGER SHALL BE EFFECTIVELY BONDED TO EXISTING POLE GROUND WIRE AT EACH UTILITY POLE FROM WHICH CABLE DROPS TO A DWELLING UNIT. EACH POLE MOUNTED TV EQUIPMENT CABINET SHALL BE BONDED TO EXISTING POLE GROUND WIRE.
- ALL EQUIPMENT SHOWN ON POLE DETAILS WHICH IS NOT SPECIFICALLY NOTED AS EXISTING SHALL BE PROVIDED BY THE CONTRACTOR.



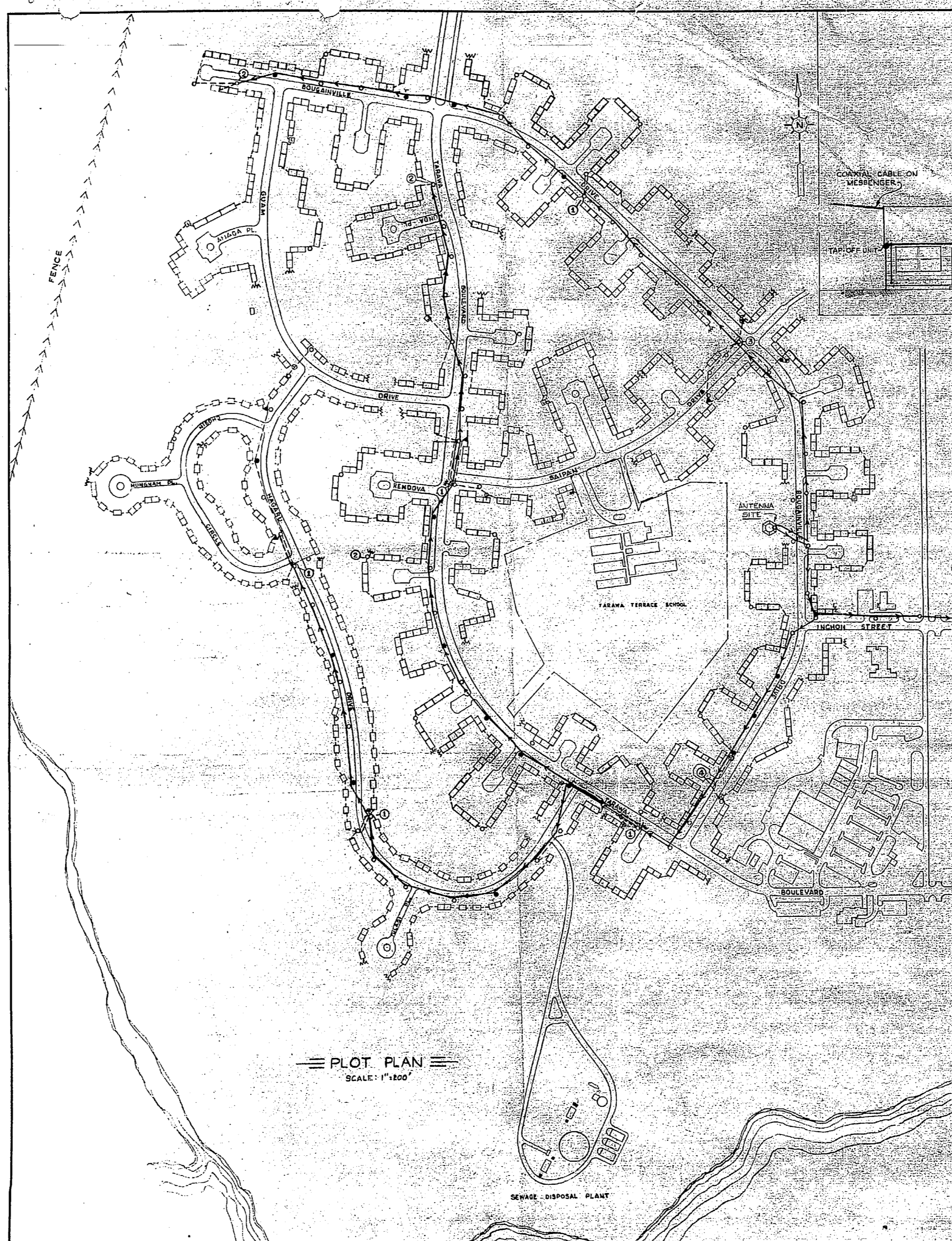
UTILITY POLE CLEARANCE DETAILS
NO SCALE

PLCT PLAN
SCALE: 1" = 200'

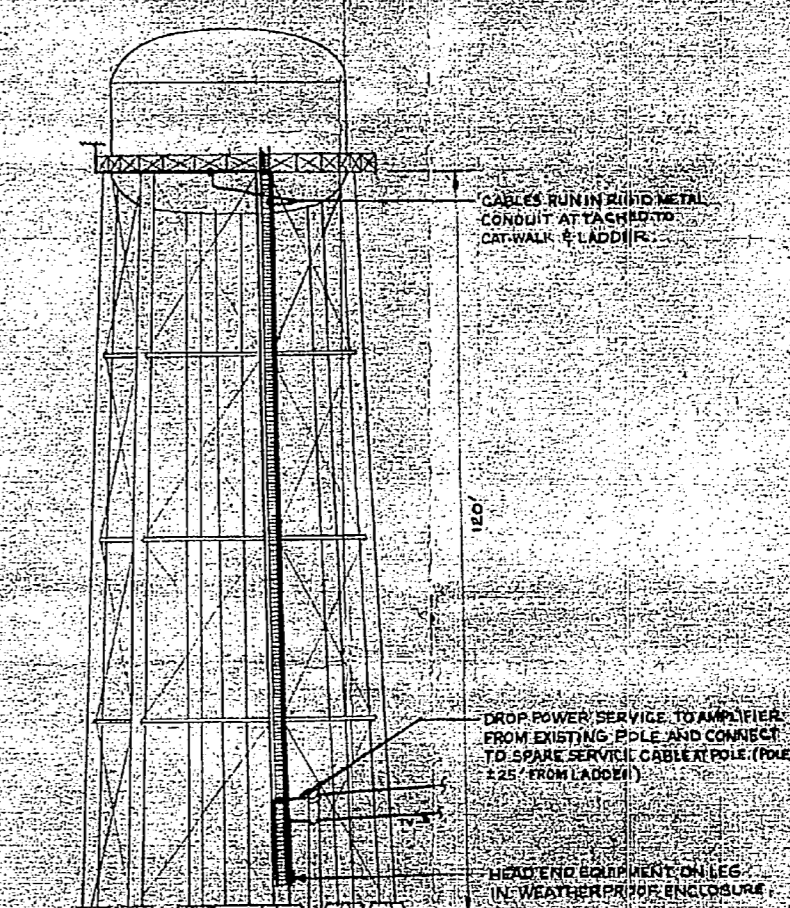
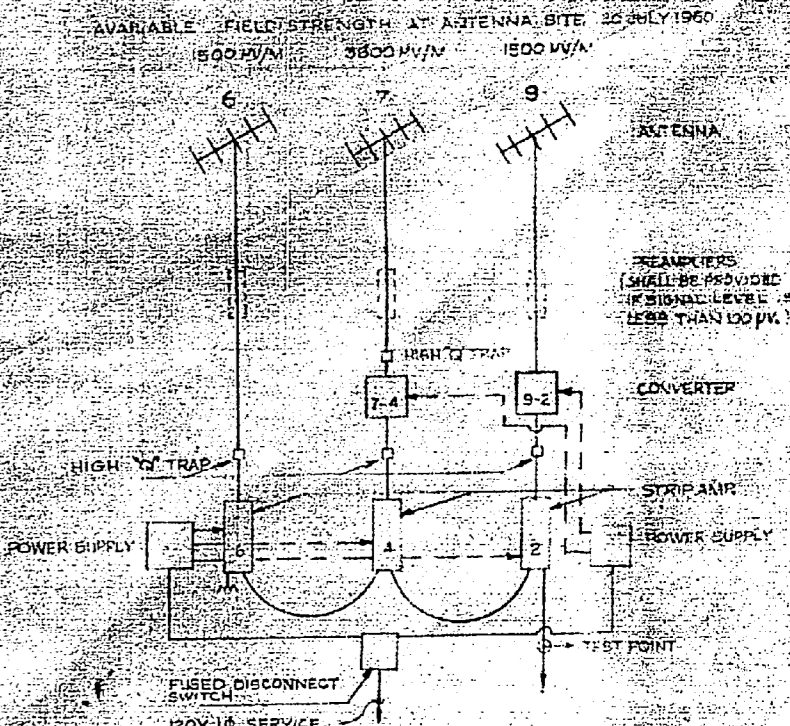
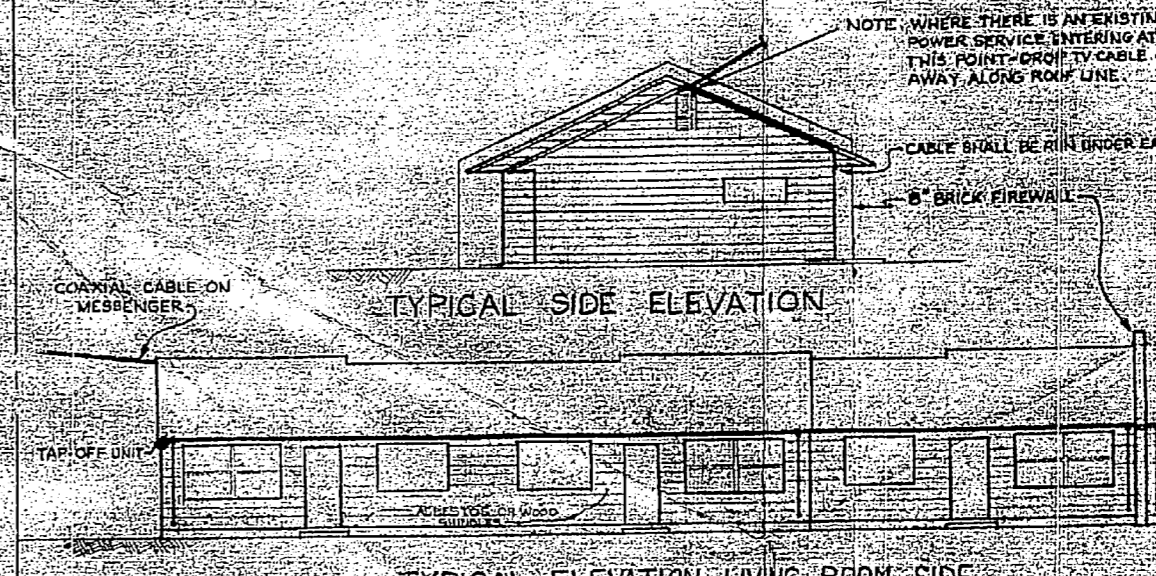


SYMBOL	ADDED NOTES	DATE	APPROVAL
REVISIONS			
BY	DESCRIPTION	DATE	APPROVAL
58636	DEPARTMENT OF THE NAVY DISTRICT PUBLIC WORKS OFFICE FIFTH NAVAL DISTRICT MARINE CORPS BASE - CAMP LEJEUNE, N. C.		
MASTER TELEVISION ANTENNA SYSTEM TARAWA TERRACE NO. 1			
SCALE: AS SHOWN	DATE: SEP 11 1964	BY: [Signature]	
SCALE: AS SHOWN	DATE: [Blank]	BY: [Signature]	
EXHIBIT			
V & B DRAWING NO. 881636			



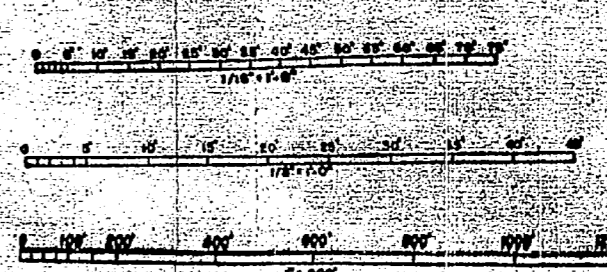


PLOT PLAN
SCALE: 1"=100'



ANTENNA SITE ELEVATION
SCALE: 1/4"=1'-0"

GRAPHIC SCALES



NO.	10	CHANGED ELEVATION DESIGNATION	DATE	APPROVAL
BY		DESCRIPTION	DATE	APPROVAL
REVISIONS				
SPWD DRAWING NO.	58637	DEPARTMENT OF THE NAVY DISTRICT PUBLIC WORKS OFFICE NORTH NAVAL DISTRICT NORFOLK, VA.	BUREAU OF YARDS & DOCKS NORFOLK, VA.	
DESIGN - ENGINEER		MARINE CORPS BASE - CAMP BEJEUNE, N. C.		
DESIGN - ARCHT.		MASTER TELEVISION ANTENNA SYSTEM		
DESIGN - MECH.		TARAWA - TERRACE - NO. 2		
APPROVED			DATE	BY
FOR NO. 60-189				
EXTRACTORY TO		SCALE AS SHOWN	DATE 30650/60	

