



Southwest  
Colorado Council  
of Governments

# **Telecommunications System**

295 A Girard St  
Durango CO 81303

# **Construction Contract** (Labor and Materials)

**May 2012**

TELECOMMUNICATIONS SYSTEM CONSTRUCTION CONTRACT

(Labor and Materials)

The Complete Construction Contract Consists of the Following:

- I. Contract Form, Telecommunications System Construction Contract, which includes:
  - A. Notice to Bidders (Page 2)
  - B. Instructions to Bidders (Pages 3-7)
  - C. Contractor's Proposal (Pages 8-29)
  - D. Construction Agreement (Pages 30-42)
  - E. Engineering, Construction, and Inspection Details (Pages 43-57)
  
- II. One or more of the US Department of Agriculture Rural Utilities Service specification packets made a part of the Contract by reference as indicated on page XX.
  - A. RUS Form 515a, Specifications and Drawings for Construction of Buried Plant (RUS Bulletin 1753F-150).
  - B. RUS Form 515b, Specifications and Drawings for Underground Plant (RUS Bulletin 1753F-151).
  - C. RUS Form 515c, Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152).
  - D. RUS Form 515d, Specifications and Drawings for Service Entrance Installations at Customer Access Locations (RUS Bulletin 1753F-153).
  
- III. Plans, including Maps, Construction Sheets and Special Drawings (Current version of related forms to be utilized).

NOTICE TO BIDDERS

TELECOMMUNICATIONS OUTSIDE PLANT PROJECT

Town of Bayfield, Colorado

*Owner*

1199 Bayfield Parkway, Bayfield, Colorado 81122

*Address*

Separate sealed BIDS for the BAYFIELD FIBER OPTIC INSTALLATION PROJECT will be received by the Town of Bayfield at 1199 Bayfield Parkway, Bayfield, Colorado 81122 until 3:00 p.m. (Local Time), May 31, 2012, and then at said office publicly opened and read aloud.

Project Description: The Project, located in Bayfield, Colorado, consists of installing 5.2 miles of buried (with conduit) and aerial fiber in and around the town of Bayfield.

The CONTRACT DOCUMENTS may be obtained on the town's web site at <http://www.bayfieldgov.org/announcements.asp> or by emailing Paul Recanzone at [paul@ohivey.com](mailto:paul@ohivey.com).

Prospective Bidders should notify the Town in accordance with directions on the Town's website upon downloading of the CONTRACT DOCUMENTS to be placed on the Bidder's list and notified of any addenda. Any addenda issued will also be posted on the Town of Bayfield's website at this location. Anyone not notifying the Town to be placed on the Bidder's list will not be notified of the addenda and shall be responsible for checking the website for posted addenda.

AN OPTIONAL PRE-BID MEETING will be held at Bayfield Town Hall, 1199 Bayfield Parkway, Bayfield CO, on May 24, 2012 at 10:00 a.m.

INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the construction, including the supply of necessary labor, materials, and equipment, of a telecommunications project for the Town of Bayfield (hereinafter called the "Owner") to be known as the Bayfield Intra-Community Network which is to be part of the System known as the Southwest Colorado Access Network or SCAN will be received by the Owner on or before three o'clock P.M., local time, May 31, 2012, at the following location:

Town of Bayfield  
1199 Bayfield Parkway  
Bayfield, Colorado 81122

at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified may be returned to the Bidder unopened.

2. The Project, located in La Plata County in the State of Colorado, is more fully described in the Plans, Specifications, Construction Sheets, Maps, Special Drawings, and Description of Assembly Units.

3. Proposals and all supporting instruments must be submitted in their entirety on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number, if a license is required by the State, and the date and hour of the opening of Bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in ink or typewritten. No alternations or interlineations will be permitted, unless made before submission, and initialed and dated.

4. Prior to the submission of the Proposal, the Bidder shall make a careful examination of the site of the Project and of the Plans, Specifications, Construction Sheets, Maps, Special Drawings, Description of Assembly Units, and forms of Construction Agreement and Contractor's Bond attached hereto, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of the soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations.

5. To facilitate the Bidder's meeting the requirements of

Paragraph 4, Pre-Bid Conference is scheduled at the Bayfield Town Hall, 1199 Bayfield Parkway, Bayfield, Colorado, on May 24, 2012 at ten o'clock, A. M., local time. At the Pre-Bid Conference, qualified representatives of the Owner will be prepared to discuss the project plans in detail. They will also provide assistance to personnel of the Bidder for visiting existing representative cable routes and locations, if any, that may require special construction planning.

6. Each Bidder shall include and shall be deemed to have included, in the price quoted in the Contractor's Proposal for each Assembly Unit, the amounts which it is estimated will be payable by the successful Bidder or by the Owner on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment, or services or labor or installation thereof, to be incorporated in the Project as part of such Assembly Unit. All taxes of the foregoing descriptions shall be payable by the Bidder which shall be awarded the Contract for the construction of the Project.

7. The Owner reserves the right to confine its consideration of the several bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications and offered in the Proposals.

8. The time for Completion of Construction of the Project shall be as specified by the Owner in the Proposal.

9. The successful Bidder will be required to enter into a Contract with the Owner and to furnish a Contractor's Bond, in one of the forms attached hereto in a penal sum not less than the Contract price.

10. Should the successful Bidder fail or refuse to execute a Contract and to furnish a Contractor's Bond within seven (7) days after written notification of the award of the Contract by the Owner, the Bidder will be considered to have abandoned the Proposal and another Bidder will be offered the Contract. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the Contract or to furnish a satisfactory Contractor's Bond.

11. The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent, or employee of the Owner or by any other person.

12. The Owner reserves the right to waive minor irregularities or minor errors in the bid process or any

Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be identified, and where possible, corrected on the Proposal in which they occur prior to the execution of any Contract which may be awarded thereon.

13. The Owner reserves the right to reject any or all Proposals. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective Assembly Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

14. Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor", "Materials", and "Labor and Materials", and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control.

15. The terms "Engineer", "Contractor's Proposal", "Project", "Section", "Completion of Construction", "Completion of Project", "Cleanup", "Work Sector", "Construction Corridor", "Reduced Construction Corridor", and "Construction Sheets" as used throughout this Contract shall be defined in the Construction Agreement, Article VII, Section 1.

16. The Owner represents:

- (a) If by other provisions of the contract documents the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations which may be determined by inquiry by Bidders from the Engineer or if such materials are not on hand they will be made available by the Owner to the successful Bidder before the time such materials are required for construction.
- (b) That all items to be accomplished by the Owner to facilitate construction have been accomplished or will be completed prior to construction activity.
- (c) Staking has been completed for the entire project, except for Service Entrances.
- (d) Easements and rights-of-way for the Construction Corridor used for the placement of buried cable have been or will be obtained from property owners or public authorities by the Owner. Public and private rights-of-way are as shown on the Construction Sheets. All rights-of-way obtained that do not provide sufficient width to meet the specifications for Construction Corridor as defined in the specifications are designated as "Reduced

Construction Corridor". The actual widths available for cable placement in the reduced areas are shown on the respective Construction Sheets.

Where the placement of the cable is restricted within the Construction Corridor, these locations are designated "Restricted Construction Corridor". The nature of the restriction of the replacement of the cable is as shown on the Construction Sheets. When the cause of a restriction is the presence of existing telecommunications plant or foreign utilities, the general location of these facilities is as shown on the Construction Sheets. Since these facilities can be located definitely only by exposing them to view, all Construction Sheet representations as to their locations are approximate.

- (e) Easements and rights-of-way for placement of all Service Entrances have not been obtained. Such rights-of-way will be obtained as required to avoid delay in placement of such Service Entrances.
- (f) The Owner will have available all funds necessary for immediate payment for the construction of the Project.
- (g) Where buried plant is involved, the Owner has obtained or will obtain permission from State and local highway and road authorities to bury cable and set housings on the highway and road rights-of-way in the Project Area. Notwithstanding such permission granted to the Owner, each Bidder is responsible for ascertaining that the equipment, methods of construction and repair proposed to be used on the Project will meet all requirements of public authorities having jurisdiction over highway and road rights-of-way. The successful Bidder will be required to furnish proof satisfactory to the Owner of compliance with this requirement. If required by the highway or road authorities, the successful Bidder will furnish to such authorities a bond or meet other guaranty requirements to assure the prompt repair of all damages to highways and roads and their associated rights-of-way caused by the Bidder during construction of the Project. This requirement is in addition to, and independent of, the performance bond required under this Contract. The approval of a Bidder's Qualifications by the Owner or the acceptance of a Bid from any Bidder is not to be construed as approval of the Bidder's equipment or proposed construction methods by, or on behalf of, the highway and road authorities.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Bidder will be entitled to extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertaking or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner, in writing within ten (10) days, of its desire to extend the time of completion in accordance with the foregoing, and provided further that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure, because of conditions beyond the control and without the fault of the Owner, to furnish materials in accordance with subparagraph (a) hereof.



CONTRACTOR'S PROPOSAL

(Proposal Shall be Submitted in Ink or Typewritten)

To: Town of Bayfield, 1199 Bayfield Parkway, Bayfield, Colorado  
(hereinafter called the "Owner").

1(a) The undersigned (hereinafter called the "Bidder") hereby proposes to construct the telecommunications project Bayfield Intra-Community Network in strict accordance with the Plans, Specifications, and Construction Sheets and Special Drawings therefore, indicated below, and by this reference made a part hereof, and to furnish all materials, machinery, tools, equipment, labor, transportation and other means necessary therefore, for the prices hereinafter stated.

The following US Department of Agriculture Rural Utilities Service Specification Packets become a part of the Contract by this reference:

- RUS Form 515a - Specifications and Drawings for Construction of Direct Buried Plant (RUS Bulletin 1753F-150).
- RUS Form 515b - Specifications and Drawings for Construction of Underground Plant (RUS Bulletin 1753F-151).
- RUS Form 515c - Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152).
- RUS Form 515d - Specifications and Drawings for Service Installations at Customer Access Locations (RUS Bulletin 1753F-153).

The following Standards are applicable:

- RUS Bulletin 1753F-401 (PC-2)
- RUS Bulletin 1753F-201 (PC-4)
- RUS Bulletin 1753F-801 (PC-5A)

Section BFO - BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
BFO24I	3894				
BFO72	302				
BFO72I	29062				
BFOV(1X1.2 5")	48				
BFOV(1X1.2 5")W	14				
BFOV(2X1.2 5")W	30152				

The depth of buried cable in soil measured from the top of the cable to the surface of the ground is 24 in. (61 cm) minimum.

If any section of cable is to be installed to a depth greater than the minimum depth stated above, the applicable BFO units will be suffixed by the letter "E" followed by the required depth in parentheses.

Total, Section BFO \_\_\_\_\_

Section BH - BURIED HANDHOLE ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor And Materials
		Labor	Materials	Labor and Materials	
BHF(36X48X 24)	24				

Total, Section BH \_\_\_\_\_

Section BM - MISCELLANEOUS ASSEMBLY UNITS -  
BURIED PLANT AND SERVICE ENTRANCE INSTALLATIONS

Unit	No. of Units	Unit Price			Extended Price Labor And Materials
		Labor	Materials	Labor and Materials	
BM2(5/8)(8)	24				
BM21	1				
BM53F	77				
BM60(4")DP	345				
BM60(4")P	150				
BM61(2")D	545				
BM61(3")	434				
BM61(3")D	11546				
BM61(3")DR	1000				
BM61(4")	75				
BM66(4")*	420				
BM71	200				
BM72	16				
BM73	50				
BM80	8				
BM83	3				

Total, Section BM \_\_\_\_\_

Section CO - AERIAL FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor And Materials
		Labor	Materials	Labor and Materials	
CO24(6M)	224				
CO72(6M)	1638				

Total, Section CO \_\_\_\_\_

Section HA - AERIAL SPLICE CLOSURE ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
HACO(72)	2				

Total, Section HA \_\_\_\_\_

Section HBF - BURIED FILLED SPLICE CLOSURE ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
HBFOS	9				

Total, Section HBF \_\_\_\_\_

Section HO - FIBER OPTIC SPLICING ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
HO1	290				

Total, Section HO \_\_\_\_\_

Section PE - GUY ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
NPE1-2G	4				
NPE2-2G	1				

Total, Section PE \_\_\_\_\_

Section PF - ANCHOR ASSEMBLY UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
PF1-3	4				

Total, Section PF \_\_\_\_\_





Section R - RIGHT-OF-WAY CLEARING AND TRIMMING UNITS -  
AERIAL PLANT

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
R3-5	30				

Note 1: Trees that are felled shall be cut to commercial wood length and left on the side of the right-of-way for the landowner.

Note 2: Brush, branches, and refuse from the clearing operations shall, without delay, be disposed of by one of the following methods as directed by the Engineer: (Engineer to strike out methods not to be used.)

- a. Chipped and Blown
- b. Removed from the vicinity of the right-of-way

Total, Section R \_\_\_\_\_





Section W - REARRANGEMENT UNITS

Unit	No. of Units	Unit Price			Extended Price Labor and Materials
		Labor	Materials	Labor and Materials	
WHACO	3				
WUD	1152				

Total, Section W \_\_\_\_\_

LIST OF CABLE PLANT LAYOUT MAPS

Map Number	Description
Bayfield Staking Sheets 3-5-12	Bayfield Staking Sheets

LIST OF CONSTRUCTION SHEETS

Map Number	Description
Bayfield Staking Sheets 3-5-12	Bayfield Staking Sheets

PROPOSAL SUMMARY

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Section BFO . . . . .	_____
Section BH . . . . .	_____
Section BM . . . . .	_____
Section CO . . . . .	_____
Section HA . . . . .	_____
Section HBF . . . . .	_____
Section HO . . . . .	_____
Section PE . . . . .	_____
Section PF . . . . .	_____
Section PM . . . . .	_____
Section R . . . . .	_____
Section SE . . . . .	_____
Section UD . . . . .	_____
Section W . . . . .	_____

Total \$ \_\_\_\_\_

2. The Bidder agrees to furnish and use in the construction of the Project under this Proposal, in the event the Contract is awarded to the Bidder, only such materials and equipment as are included in RUS Informational Publication (IP) 344-2, "List of Materials Acceptable for Use on Telecommunications Systems of RUS Borrowers," including revisions adopted prior to the Bid Opening, unless specific written approval has been granted by the Owner.

3. The Bidder understands and agrees that the various Assembly Units on which bids are made in this Proposal are as set out in the "Description of Assembly Units" of the Specifications, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Assembly Units that the Owner may deem necessary for the construction of the Project.

4. The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications, Descriptions of Assembly Units, Construction Sheets, and forms of Construction Agreement and Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions which would affect work on the proposed construction.

5. The Bidder understands that the location shown on Construction Sheets for existing telecommunications plant and other utilities is approximate, and that the restrictions on cable placement shown on the Construction Sheets may be altered in accordance with Article V, Section A.1.3, as existing underground facilities are located by the Bidder during construction.

6. The Bidder agrees to make such changes in construction previously installed in the Project by the Bidder as required by the Owner for prices arrived at as follows:

- (a) For manhole units, or underground conduit units, the compensation for such change shall be as agreed upon, in writing, by the Bidder and the Owner prior to the commencement of work in connection with such change.
- (b) For all other units, the compensation for such change shall be the reasonable cost thereof, but in no event shall it exceed two (2) times the labor



price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.)

Where changes involve plant that is abandoned in place and is not inventoried, or where additional compensation is due as per the above, a Construction Change Order shall be prepared and included with the Closeout Documents.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

8. The Bidder also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

The cost of materials shall be determined by the invoices.

The cost of labor shall be the reasonable cost thereof but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio: Provided, however, that in respect of section BM, the ratio shall be calculated for only those units of the section which are similar to the new unit for which a price is to be determined.

9. This Proposal is made pursuant to the provisions of the Instructions to Bidders attached hereto and the Bidder agrees to the terms and conditions thereof.

10. The Bidder shall comply with all applicable construction codes.

(a) The Bidder warrants that it possesses

Contractor's License No. \_\_\_\_\_ issued to it by

the State of \_\_\_\_\_ in which the Project is located and said license expires on

\_\_\_\_\_, 20\_\_.

(b) The Bidder warrants that no license is required in the state in which the Project(s) is located.

(Bidder shall cross out that subsection that does not apply)

11. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

12. The Bidder agrees that in the event this Proposal is accepted it will execute a Contract in the form on file with the Owner and that if awarded the Contract, it will make available for use in connection with the proposed construction:

- a. All necessary tools and equipment.
- b. Qualified superintendent and foreman.

13. The Bidder warrants that it possesses adequate financial resources and agrees that in the event this proposal is accepted it will furnish a Contractor's Bond in one of the forms (RUS Form 168b or 168c) attached hereto and in a penal sum not less than the Contract price, which is the sum of all labor and materials including owner-furnished materials installed in the Project.

In the event that the surety or sureties on the Contractor's Bond delivered to the Owner contemporaneously with the execution of the Contract or any bond or bonds delivered in substitution therefore, or in addition thereto, shall, at any time, become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional bond.

14. The Bidder agrees to commence the construction of the Project, on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice, in writing, of approval of the Construction Contract by the Owner and notice in writing from the Bidder that the Bidder has available sufficient materials to warrant commencement and continuation of construction.

The Bidder agrees to strive diligently to obtain materials to commence and maintain construction of the Project and agrees to prosecute diligently and to complete construction of the Project in strict accordance with the Plans, Specifications, Construction Sheets and Special Drawings within ninety (90) calendar days (excluding Saturdays, Sundays, and legal holidays) after the Commencement Date. Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors or install underground conduit if there are more than 6 in. (15.2 cm) of frost in the ground nor to perform any construction on such days when in the judgment of the Engineer, snow, rain, or wind or the results of snow, rain,

or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not perform any plowing for the installation of buried cable on public roads or highways if there are more than 2 in. (5.08 cm) of frost in the ground.

To the extent of any time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in Article II, Section 1(a) of the Construction Agreement.

15. The unit prices for Assembly Units in this Contractor's Proposal include provisions for the payment of all moneys which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies and equipment or services or labor of installation thereof, to be incorporated in the Project as part of such Assembly Units. The Bidder agrees to pay all such taxes except on Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the values stated in the attached "List of Owner's Materials on Hand" and "List of Materials Ordered by Owner but Not Delivered" include such taxes, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to materials used in construction of the project except as to Owner Furnished Materials.

16. The Bidder understands and agrees that the quantities called for in this proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory based on the Construction Sheets.

If the Owner changes the quantity of any Assembly Unit or Assembly Units specified in this Proposal by more than five (5) percent, and the materials cost to the Bidder is increased thereby to an extent which would not be adequately compensated by application of the unit prices in this Proposal to the revised quantity of such unit or units, such change, to the extent of the quantities of such units in excess of such five (5) percent, shall be regarded as a change in the construction within the meaning of Article II, Section 1(d) of the Construction Contract.

17. The Bidder will furnish, prior to the commencement of buried plant construction, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.

18. The Bidder will not perform any work hereunder on Saturdays, Sundays, and legal holidays unless there is urgent need for such work and the Owner consents thereto in writing. The time for completion specified in Paragraph 14 hereof shall not be affected in any way by inclusion of consent to work on the days specified above.

19. The Bidder represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

20. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will

obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

21(a) The Bidder understands and agrees that, if this proposal is accepted, the Owner shall furnish to the Bidder the materials set forth in the attached "List of Owner's Materials on Hand" and the Bidder will give a receipt therefore in writing to the Owner. The Bidder further agrees, at its expense and in on behalf of the Owner, to promptly receive, unload, transport and handle all materials and equipment on the "List of Materials Ordered by Owner but Not Delivered" when delivered and shall be responsible for demurrage, if any, and will promptly forward to the Owner the Bidder's receipt in writing for such materials. The materials referred to above are on hand at, or will be delivered to the locations specified in the attached Lists and the Bidder will use such materials in constructing the Project.

(b) The Contractor's Bond shall be in a penal sum of not less than the contract price, which is the sum of all labor and materials including owner-furnished materials covered by this Supplement A.

(c) The references in the Construction Agreement to "materials," except in Article IV Section 1(f), Page 124, shall be understood to mean only materials to be furnished by the Bidder.

(d) The value of the completed Assembly Units certified to by the Bidder each month pursuant to article III, Section 1(a) Pages 120 and 121, of the Construction Agreement shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only 95 percent of the remainder shall be paid prior to the completion of the Project. The value of such materials for the purpose of this Supplement shall be computed on the basis of the unit prices stated in the attached Lists, and not on the Bidder's material unit bid prices. Materials, if any, not required for the Project, which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of the construction of the Project. The value of all materials not installed in the Project or returned to the Owner shall be deducted from the final payment to the Bidder.

(e) The Owner shall furnish such materials, if any, as may be required for the Project in excess of the quantities set forth in the attached Lists. In such event, the value of such excess materials shall be determined on the basis of the unit prices stated in the attached Lists and payments to the Bidder on account of such excess materials furnished by the Owner shall be reduced in the manner provided in paragraph (d) above.

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

Attest:

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Name - Type or Print)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name and Address of Bidder)

(The Proposal must be signed with the full name of the Bidder. In the case of a partnership, the Proposal must be signed in the firm name by each partner. In the case of a corporation the Proposal must be signed in the corporate name by a duly authorized officer and the Corporate seal affixed and attested by the Secretary of the Corporation.)

CONSTRUCTION AGREEMENT

Agreement made \_\_\_\_\_, 20\_\_\_\_, by and between  
\_\_\_\_\_ (hereinafter called the  
"Owner"), a corporation organized and existing under the  
laws of the State of \_\_\_\_\_

and \_\_\_\_\_  
\*Individual                      \*Corporation                      \*Partnership  
\*Identify applicable organization type.  
(hereinafter called the "Contractor"), organized and existing  
under the laws of the State of \_\_\_\_\_.

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

Article I - ACCEPTANCE OF PROPOSAL

Section 1. Acceptance.

The Owner accepts the Contractor's Proposal and the  
parties hereto agree that the Assembly Units which shall be  
used in the construction of the Project, and to which the Unit  
Prices as set forth in said Proposal shall apply, are as  
follows, and that the materials which shall be used in the  
construction of the Project shall be as set forth in said  
Proposal.

Assembly Units:

Sections, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For a more detailed description of said Assembly Units and materials reference shall be made to the Material and Construction Specifications, Construction Sheets and Plans, Special Drawings, and Description of Assembly Units. The Contractor shall report any error or ambiguity discovered in the Plans and Specifications to the Engineer before starting work.

## Section 2. Description of Contract.

The Instructions to Bidders, the Proposal, Description of Assembly Units, Material and Construction Specifications, Construction Sheets and Plans, and Special Drawings are hereby by reference incorporated herein and together with the Construction Agreement constitute the Contract.

### Article II - CONSTRUCTION

## Section 1. Time and Manner of Construction.

(a) The time for Completion of Construction set forth in the Contractor's Proposal shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Contractor, including acts of God, fires, floods, inability to obtain materials, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no such extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further, that no delay in such time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner shall result in any liability on the part of the Owner.

(b) The sequence of construction shall be as agreed upon by the Owner and the Contractor.

(c) The Contractor shall perform work in such a manner as to maximize preservation of beauty and conservation of natural resources and minimize marring and scarring of the landscape and silting of streams. The Contractor shall not deposit trash in streams or waterways, and shall not deposit herbicides or other chemicals or their containers in or near streams, waterways or pastures.

(d) The Owner, acting through the Engineer, may, from time to time, during the progress of the construction of the Project, make such changes, additions to, or subtractions from



the Plans, Specifications, Construction Sheets, Special Drawings and cable placement locations which are part of the Contractor's Proposal and in the sequence of construction provided for in the preceding section as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided, further, that if the cost of materials to the Contractor is increased by such change or addition, the Owner shall pay the Contractor for the reasonable cost thereof, included, if necessary, in a construction contract amendment signed by the Owner and the Contractor. Any claim for additional compensation for a change or addition will not be considered unless the Contractor shall have made a written request therefore and approved by the Owner prior to the commencement of work in connection with such change or addition (refer to Contractor's Proposal, Paragraph 16).

(e) Except as otherwise agreed to by the Owner, all work shall be performed without interruption to or interference with existing telecommunications service, if any.

## Section 2. Supervision and Inspection.

(a) The Contractor shall cause the construction work on the Project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at the Project during working hours when construction is being carried on. The Contractor shall also employ, in connection with the construction of the Project, capable, experienced and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon the Contractor.

(b) The Owner reserves the right to require the removal from the Project of any employee of the Contractor if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Contractor to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give such directions shall not relieve the Contractor of its obligations to complete the work within the time and in the manner specified in this Contract.

(c) The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests and approval of the Engineer, and the Contractor shall furnish all information required by the Engineer concerning the nature or source of any materials incorporated or to be incorporated in the Project. The Owner shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Contractor and of any subcontractor, relevant to the construction of the Project. The Contractor shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of Project, with telecommunications service where obtainable, and at least one office employee to whom directions and instructions may be delivered. Delivery of such directions or instructions in writing to the employee of the Contractor at such office shall constitute delivery to the Contractor. The Contractor shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made.

(d) In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Contractor and the Contractor's

surety or sureties to have an inspection made by an Engineer approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.

(e) The Engineer may recommend to the Owner that the Contractor suspend the work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Contractor to comply with any of the provisions of the Contract: Provided, however, that the Contractor shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Contractor to comply with any of the provisions of this Contract. In the event that work is suspended by the Contractor with the consent of the Owner, the Contractor before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.

### Section 3. Defective Workmanship and Materials.

(a) The acceptance of any workmanship, materials, or equipment by the Owner or Engineer shall not preclude the subsequent rejection thereof if such workmanship, materials or equipment shall be found to be defective after delivery or installation, and any such workmanship, materials or equipment found defective before final acceptance of the construction shall be remedied or replaced, as the case may be, by and at the expense of the Contractor. Any condemned material or equipment shall be immediately removed from the site of the Project by the Contractor at the Contractor's expense. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship, materials or equipment in respect to the Project, of which the Contractor shall have had notice, shall not have been remedied or replaced, as the case may be.

(b) Notwithstanding any certificate which may have been given by the Owner or Engineer, if any workmanship, material, or equipment which does not comply with the requirements of this Contract shall be discovered within one (1) year after completion of construction of the Project or Section, the Contractor shall remedy any such defective workmanship or replace such defective materials or equipment within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. In the event of failure by the Contractor to do so, the Owner may remedy such

defective workmanship or replace such defective materials or equipment, as the case may be, and in such event the Contractor shall pay to the Owner the cost and expense thereof. Except as otherwise agreed to by the Owner all such corrective work shall be performed by the Contractor without interruption to or interference with existing telecommunications service, if any.

### Article III - PAYMENTS AND RELEASE OF LIENS

#### Section 1. Payments to Contractor.

(a) Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Contractor for construction accomplished which includes cleanup during the preceding calendar month on the basis of completed Assembly Units invoiced by and certified to by the Contractor, recommended by the Engineer and approved by the Owner solely for purposes of payment. Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety-five percent (95%) of each such invoice approved during the construction of the project shall be paid by the Owner to the Contractor prior to completion of the Contract. Upon completion by the Contractor of the construction of the Project, the Engineer will prepare a Final Inventory of the project showing the total number of and character of Assembly Units and, after checking such Inventory with the Contractor, will certify it to the Owner, together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of completion of construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor. For purposes of payment pursuant to this Article III, Section 1(a), "Construction Accomplished" shall not include the delivery to the Project Site of cable, wire, and conduit materials for appropriate Assembly Units. Provided, however, that payments to the Contractor for such cable, wire, and conduit materials delivered to the Project Site shall be made to the extent that the aggregate amount of all such payments shall not exceed eighty percent (80%) of the material costs, as set forth in the assembly unit prices, up to a maximum \$1,000,000. The payments shall be considered due and payable when placement of cable, wire, and conduit materials begin. When the amount of cable, wire, and conduit materials delivered to the Project Site exceed the \$1,000,000

initial payment or additional cable, wire, and conduit materials are delivered to the Project Site subsequent to the initial payment, additional payments will be made up to eighty percent (80%) of the material unit prices, only after \$100,000 or more of the cable, wire, and conduit materials have been incorporated into the Project. Payments made on account of such material shall be subtracted from the monthly estimates of completed Assembly Units.

(b) The Contractor shall be paid on the basis of the number of Assembly Units actually installed at the direction of the Owner, as shown by the inventory based on the Construction Sheets and applicable construction change orders: Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project as computed from the Proposal, unless such excess shall have been approved in writing by the Owner. It is understood and agreed that this Contract price is

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\_\_\_\_\_ dollars (\$\_\_\_\_\_).

(c) Notwithstanding the provisions of Section 1(a) above, the Contractor may, by giving written notice thereof to the Owner, elect to receive payment in full for any Section of the Project upon:

- (i) completion of construction of such Section as certified by the Engineer and approved by the Owner;
- (ii) submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof;
- (iii) approval by the Owner of the Final Inventory in respect to such Section; and
- (iv) submission to the Owner of the consent in writing by the surety or sureties on the Contractor's Bond to payment in full for such Section prior to Completion of the Project.

(c) Interest at the rate of one and one-half percent (1-1/2%) per annum higher than the "Prime Rate" published in the Wall Street Journal in its first issue of the month, but in no event greater than that allowed by any Federal or State laws shall be paid by the Owner to the Contractor on all unpaid balances due on monthly estimates, commencing thirty

(30) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Contractor. Said interest rate shall be determined as of the first date interest becomes due. The due date for purpose of such monthly payments shall be thirty (30) days after submittal by the Contractor to the Owner of its certification of Assembly Units completed and approval by the Owner within fifteen (15) days of the Contractor's submittal. If, for reasons not due to the Contractor's fault, such approval shall have been given within fifteen (15) days of submittal, the due date for purposes of this subsection (d) shall be thirty (30) days after submittal notwithstanding the absence of the approval of the certification.

(d) Interest at the rate of one and one-half percent (1-1/2%) per annum higher than the "Prime Rate" published in the Wall Street Journal in its first issue of the month, but in no event greater than that allowed by any Federal or State laws shall be paid by the Owner to the Contractor on the final payment for the Project or any completed Section thereof, commencing thirty (30) days after the due date. Said interest rate shall be determined as of the first date interest becomes due. The due date for purposes of such final payment shall be sixty (60) days after the date of the completion of construction of the Project, as specified in the Certificate of Completion, unless withheld because of the fault of the Contractor.

(f) No payment shall be due while the Contractor is in default in respect of any provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.

## Section 2. Release of Liens and Certificate of Contractor.

Upon the completion by the Contractor of the construction of the Project (or any Section thereof if the Contractor shall elect to receive payment in full for any Section when completed as provided above) but prior to payment to the Contractor of any amount in excess of ninety-five percent (95%) of the total cost of all Assembly Units comprising the completed Project or such Section, the Contractor shall

deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, from all manufacturers, materialmen, and subcontractors furnishing services or materials for the Project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Section has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Materialmen and Subcontractors.

The Contractor shall pay each materialman, and each subcontractor if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of materials furnished or construction performed by each materialman or each subcontractor.

Article IV - PARTICULAR UNDERTAKINGS OF THE CONTRACTOR

Section 1. Protection to Persons and Property.

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State and Municipal safety laws, environmental regulations, and building and construction codes.

The following provisions shall not limit the generality of the above requirements:

(a) The Contractor shall at no time and under no circumstances cause or permit any employee of the Contractor to perform any work upon poles carrying energized electric power lines, except on telecommunications system units having clearances from the electric power system equal to or greater than required by applicable provisions of Federal, State or Municipal laws or regulations and the National Electrical Safety Code (NESC).

(b) The Contractor shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.

(c) The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.

(d) The Contractor shall do all things necessary or expedient to protect properly any and all parallel, converging and intersecting lines, joint line poles, highways, other utilities and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, other utilities or other property are damaged in the course of the construction of the Project the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.

(e) Where the construction corridor of the Project traverses cultivated land, the Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards, or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the Project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in respect of buried plant in the description of Assembly Units, the Contractor shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the construction corridor necessarily incident to the construction of the Project and not caused by negligence or inefficient operation of the Contractor. The Contractor shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the construction corridor and for all loss of or damage to livestock caused by the construction of the Project.

(f) The Project, from the commencement of work to completion of construction, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall 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 shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Contractor by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor's negligence. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence 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.



(g) Any and all excess earth, rock, debris, underbrush and other useless material shall be removed by the Contractor from the site of the Project or relocated (distributed) to the satisfaction of the Owner as rapidly as practicable as the work progresses.

(h) Upon violation by the Contractor of any of the provisions of this Section, after written notice of such violation given to the Contractor by the Engineer or the Owner, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Owner may correct such violation at the Contractor's expense. Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Contractor's expense without such prior notice to the Contractor.

(i) The Contractor shall immediately notify the Owner of any accidents, giving such data as may be prescribed by the Owner.

(j) The Contractor shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the Owner of the Property, and the Contractor shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the Project and shall obtain the consent in writing of the Owner before proceeding in any such case.

## Section 2. Delivery of Possession and Control to Owner.

(a) Upon written request of the Owner, the Contractor shall deliver to the Owner full possession and control of any portion of the Project, provided the Contractor shall have been paid at least ninety-five percent (95%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1(f) hereof, with respect to such portion of the Project so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective workmanship or materials as contained in Article II, Section 3, hereof.

(b) Where the construction of a Section as defined in Article VII, Section 1(f) shall have been completed and tested by the Contractor, the Owner agrees, after receipt of a

written request from the Contractor, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. For the purpose of the foregoing provision only, a Section may be considered completed even if telecommunications set assembly units have not been installed because the Owner's central office (CO) equipment has not been installed at the time the Section was constructed by the Contractor. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Contractor as set forth in Article IV, Section 1(f) hereof, with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective workmanship or materials as contained in Article II, Section 3, hereof.

### Section 3. Pre-cutover Testing of the Project.

(a) Prior to the Completion of Construction of the Project, the Owner, acting in accordance with plans of the Engineer, upon written notice to the Contractor, may perform operational tests of any portion or portions thereof. During the period of such tests, the portion or portions of the Project being so tested shall be considered as within the possession and control of the Owner and governed by the Provisions of Section 2 of this Article. Upon written notice to the Contractor by the Owner of the completion of such tests said portion or portions of the Project shall be considered as returned to the possession and control of the Contractor unless the Owner shall elect to continue possession and control in the manner provided in Section 2 of this Article.

(b) The Owner shall have the right to permanently place in service any portion or portions of the Project delivered to its possession and control pursuant to the provisions of Section 2 of this Article.

### Section 4. Insurance.

During the Contractor's performance hereunder, the Contractor shall take out and maintain fully paid insurance.

### Section 5. Purchase of Materials.

The Contractor shall purchase all materials and supplies outright and not subject to any conditional sales agreement, bailment lease, or other agreement reserving to the seller any right, title, or interest therein. All materials and supplies shall become the property of the Owner upon acceptance.

Section 6. Assignment of Guarantees.

All guarantees of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner upon completion of construction and at such time as the Contractor receives final payment.

Section 7. Patent Infringement.

The Contractor shall save harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 8. Permits for Explosives.

All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Contractor.

Section 9. Compliance with Statutes and Regulations.

The Contractor shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the construction of the Project.

## Article V - ENGINEERING, CONSTRUCTION, AND INSPECTION DETAILS

### A. Engineering and Construction.

#### Section 1. Staking of the Project.

1.1 The Engineer shall determine the locations and types of all unit assemblies to be installed. As a part of the release for construction, the Contractor shall receive from the Engineer five (5) complete sets of Construction Sheets including reference sketches showing the location of all assembly units.

1.2 The Construction Sheets showing the proposed plant shall be jointly reviewed in the field by the Contractor and the Engineer prior to construction. The Contractor shall at that time propose any changes or clarifications he feels desirable. These changes, if approved by the Engineer, will be made at that time and so recorded on the Construction Sheets and initialed by the Engineer and Contractor.

1.3 No changes in the construction proposed as set forth on the Construction Sheets shall be made by the Contractor without the prior approval of the Engineer. A representative of the Engineer will remain in the immediate vicinity of the construction activities at all times and will be available to consider and approve any changes proposed by the Contractor, if acceptable. The representative of the Engineer will also be available to inspect any damage to cable or wire and to approve the methods of repair or correction of such damage in accordance with the provisions of these Specifications.

1.4 Due to the necessity of making on-the-spot corrections and changes on Construction Sheets, it will not be possible for the Engineer to issue revised Construction Sheets to the Contractor in all cases. When changes are made, dated, and initialed by the Engineer on any set of the Contractor's Construction Sheets, it shall be the Contractor's responsibility to transfer these changes to all other sets of Construction Sheets being used by the Contractor for construction purposes.

#### Section 2. Construction Sheets and Maps.

The maps showing the location of the central offices and the general routes and locations of all lines in the Project are listed separately hereinafter and are part of the Plans and Specifications. No deviations from these maps, except for minor rerouting and minor changes dictated by field conditions and authorized by the Engineer, shall be made. The

Construction Sheets showing types and details of construction to be used for various conditions along the lines are also listed separately hereinafter and are a part of these specifications.

### Section 3. Cable Schematics and Assignment Information.

3.1 The Engineer will provide the Contractor with five (5) copies of cable schematics for each central office area at the time the Contractor is furnished Construction Sheets for the area. The cable schematics will show the following:

- (a) Cable and wire sizes, gauges, and pair counts of copper cables.
- (b) Number of optical fibers.
- (c) Route designations.
- (d) Housing or splice closure numbers.
- (e) Pair counts to be terminated, spliced, or cross-connected at each housing or splice closure.
- (f) Number of optical fibers to be spliced.
- (g) Location of repeater points and electronic terminal equipment.

3.2 At a time agreed to by the Engineer and Contractor to coordinate with the Contractor's construction schedule, the Engineer shall provide the Contractor with five (5) sets of telephone numbers and cable pair assignment data.

### Section 4. Outside Plant Inventory.

The Contractor shall provide a competent representative to work with the Engineer on the ongoing and final inventory and inspection of outside plant units. The wire and cable shall be inventoried immediately after the placement operation.

### Section 5. Pre-installation Inspection of Cable.

5.1 The Contractor and Engineer shall jointly inspect a representative sample of cable and wire on reels prior to installation. Based on the inspection, the Engineer shall make a determination if the cable and wire are suitable for construction. Unsuitable reels of cable and wire shall be replaced by the Contractor. In the case of nonconformance of a minor nature not affecting performance of the cable, the

Contractor and Owner may negotiate a basis for the use of these nonconforming cables. In such cases, the specific characteristic being waived shall be noted in writing.

5.2 The Engineer shall determine the degree of inspection and measurements necessary to make a judgment of cable and wire suitability. This judgment should be based on past experience, current circumstances, and the results of the inspection and any measurements on the cable and wire. The following inspection guidelines are suggested:

- a. Make sure that cable and wire are identified properly on the reel identification labels. Does it contain the proper shield, number of pairs, gauge size, number of fibers, etc. Bi-metallic shields can be detected by using a magnet.
- b. Note any physical damage to the cable and wire. Pay special attention to cables and wires with damaged or weakened reels.
- c. End caps should be secured in place on both ends of the cable and wire. Also, the reel wrap, when present, shall be retained on the reel until the cable and wire are ready to be placed.
- d. Compare sequential markings with labels on reels and double check footages. Measure sequentials on a spot check basis to assure correct tolerances. Note quality and clarity of sequentials.
- e. Filled cable and wire shall be carefully checked for the presence of filling compound at the ends.
- f. Check for uniform jacket thickness and tightness of the jacket. Note any buckling of the jacket which would indicate possible problems with the shield.
- g. As the circumstances warrant, make electrical and/or optical measurements on a sample lot of cable and wire to determine that the appropriate RUS specification requirements are met. The physical inspection of the cable and past history should be used as a guide to determine (a) if any electrical or optical measurements are warranted; or (b) what degree of electrical or optical measurements are warranted. In general, extensive measurements of cable and wire are not recommended.

## B. INSPECTIONS AND ACCEPTANCE TESTS

### Section 1. General.

1.1 Except for the items mentioned in paragraph 1.2, the inspections and acceptance tests specified herein shall be made after the physical completion of the various types of outside plant facilities in each exchange area or work sector and shall not replace the normal supervision, inspection, and tests to be made by the Contractor and the Engineer during the progress of the construction work. Unless otherwise indicated, all inspection and acceptance tests specified herein shall be performed jointly by the Contractor and the Engineer under the direct supervision of the Engineer.

1.2 Buried splice closures shall be individually inspected during installation for proper encapsulation and flash tested when applicable. Cable and wire shield or armor continuity tests shall also be conducted on each length of cable or wire containing a buried splice immediately after installation and prior to backfilling. Tests for leakage, continuity, crosses, splits, etc., shall be made on all spliced pairs prior to backfilling.

### Section 2. Inspections.

2.1 The Contractor and the Engineer shall jointly inspect splice closures, cable terminals, buried plant housings, Network Interface Devices, service entrances, and other housings applicable to the plant facilities constructed pursuant to the Contract. Except where otherwise stated these inspections shall be on a random sampling basis and the samples inspected in each instance shall consist of at least five percent (5%) of the specified assembly units installed in each exchange, but no fewer than ten (10) terminals, ready-access closures, housings, and Network Interface Device installations in each exchange. A written report giving the date, location of the plant inspected, and tabulated results of the inspections, signed by the Engineer and Contractor shall be presented to the Owner after the inspections are completed.

2.2 Where aerial copper cable is installed, a joint inspection shall be made of the sample terminals (including ready-access closures) selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:

- a. All pairs are terminated properly.
- b. Splices are free from reversed, transposed and split pairs.
- c. Shields of aerial cables and suspension strands are properly bonded and grounded and that the bonding harnesses have been properly installed.
- d. Specified pairs have been protected and proper protectors used.
- e. Pair splicing in ready-access closures is made in accordance with pair assignment data furnished to the Contractor by the Engineer.
- f. Specifications for terminal and ready-access closure installations have been met in every aspect in accordance with RUS Splicing Standard Bulletin 1753F-401 (PC-2).
- g. Good workmanship in the pole mounted terminal or closure installations has been performed.

2.3 Where aerial fiber cable and self supporting fiber optic cable is installed, a joint inspection shall be made of the sample splice closures selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:

- a. All optical fibers are terminated properly.
- b. When present, armors of aerial cables and suspension strands are properly bonded and grounded and that the bonding harnesses have been properly installed.
- c. The minimum bending radius of the buffer tubes is not exceeded.
- d. Good workmanship in the closure installations has been performed.



2.4 Where buried copper cable or wire is installed, a joint inspection shall be made of the sample housings and splice closures selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:

- a. Splices are free from reversed, transposed and split pairs.
- b. Pair splicing is made in accordance with pair assignment data issued to the Contractor by the Engineer.
- c. Cable and wire directional markings are as shown in the Construction Sheets.
- d. Shields are properly bonded and grounded and that the bonding harnesses have been properly installed.
- e. Specifications for cable and wire splicing installations have been met in every respect in accordance with RUS Splicing Standard Bulletin 1753F-401(PC-2).
- f. Good workmanship in the housing installations has been performed.
- g. Warning, cable route, and buried splice signs, and housing letters and numbers are properly installed.
- h. All buried splice closures have been installed properly and splices flash tested, when applicable. These inspections may be performed during and immediately after installation as stated in Paragraph 1.2.
- i. All buried service entrances are installed properly in housings at premises.

2.5 Where buried fiber optic cable is installed, a joint inspection shall be made of the sample housings and splice closures selected at random throughout the exchange by the Engineer. This inspection shall be made to ensure that:

- a. All optical fibers are terminated properly.
- b. Armors properly bonded and grounded and that the bonding harnesses have been properly installed.
- c. The minimum bending radius of the buffer tubes is not exceeded.

- d. Cable directional markings are as shown in the Construction Sheets.
- e. Warning, cable route, and buried splice signs, and housing letters and numbers are properly installed.
- f. All buried splice closures have been installed properly. These inspections may be performed during and immediately after installation as stated in Paragraph 1.2.
- g. Good workmanship in the closure installations has been performed.

2.6 Where a cable is installed over which electronic carrier systems will operate, an inspection shall be made jointly by the Engineer and the Contractor of the entire length of cable to ensure that:

- a. All shields and armor are properly bonded and grounded and that the bonding harnesses have been properly installed.
- b. The specified gauge and size of the copper cable and the number of optical fibers are installed in accordance with the Plans and Specifications.
- c. No loading coils have been installed on the cable pairs over which the carrier equipment will operate.
- d. The housings to which the carrier repeaters are to be connected are spaced at the proper intervals. Any minor deviations shall be noted and corrected on the cable schematics.
- e. Cable directional markings are as shown on the Construction Sheets at each housing where a cable carrier repeater is to be installed.

2.7 Where Network Interface Devices are included under this Contract, a joint inspection shall be made of the sample installations selected at random throughout the exchange by the Engineer. The inspection shall be made to ensure that:

- a. All wire runs have required clearances.
- b. Aerial service wire spans have proper sags.

- c. Correct wire fasteners have been used and at required intervals.
- d. All wires on and in buildings have been installed in a neat and inconspicuous manner.
- e. The Network Interface Device (including its ground) has been properly located, installed, and wired and is of the proper type.
- f. The proper type and gauge of ground wire is used and properly routed and specified bonding is implemented.
- g. A ground rod of proper type is installed, if required.
- h. The buried service guard has been properly installed.
- i. Good workmanship has been used throughout the installation, and any damage to the premises or grounds has been adequately repaired.

### Section 3. Acceptance Tests and Measurements.

All acceptance tests and measurements to be performed on the various portions of the outside plant construction pursuant to this Contract, and the party(s) who will participate in conducting the acceptance tests and measurements, shall be as checked in the Schedule of Acceptance Tests and Measurements Table listed below. All tests and measurements shall be conducted by the Engineer in accordance with RUS Bulletin 1753F-201(PC-4), "RUS Standard for Acceptance Tests and Measurements of Telecommunications Plant." A written report including the tabulated results of the acceptance tests and measurements on forms similar to those included in RUS Bulletin 1753F-201(PC-4), "RUS Standard for Acceptance Tests and Measurements of Telecommunications Plant" shall be signed by the Engineer and the Contractor and furnished to the Owner. Where Contractor participation is specified, compensation shall be included in the appropriate cable unit.

Schedule of Acceptance Tests and Measurements

Description of Test or Measurement	Test or Measurement			Participants		
	Subscriber Loop Plant		Trunk Plant	Owner	Engineer	Contractor
	Dist. Pairs	Feeder Pairs				
Copper Shield or Shield/Armor Continuity	X	X	X		P	P
Conductor Continuity	X*	X	7X		P	P
Conductor Insulation Resistance	X*	X	X		P	P
DC Loop Resistance			N/A		P	P
DC Loop Resistance Unbalance			N/A		P	P
Loop Measurements (Loop Checking)			N/A			
One-Person Open Circuit Measurement			N/A		P	P
Cable Insertion Loss at Carrier Frequencies			N/A		P	P
Fiber Armor Continuity	X	X	X		P	P
Fiber Optic Splice Loss - Field	X	X	X		P	P
Fiber Optic Splice Loss - C.O.	X	X	X		P	P
End-to-End Attenuation	X	X	X		P	P
End-to-End Fiber Signature	X	X	X		P	P
Signal-to-C Notched Noise (S/CNN)						
Signal-to-Intermodulation Distortion (S/IMD)						
Envelope Delay Distortion (EDD)						
Amplitude Jitter (AJ)						
Phase Jitter (PJ)						
Impulse Noise						
Shield or Armor Ground Resistance	X	X	X		P	P

Schedule of Acceptance Tests and Measurements  
(continued)

Description of Test or Measurement	Test or Measurement	Participants		
		Owner	Engineer	Contractor
CO and Remote Switching Terminal (RST) Ground Measurement			P	P
Electronic Equipment Ground Resistance			P	P

Fiber Splice loss tests to be performed at: \_\_1310nm \_\_1550nm  
(Engineer to check one or both wavelengths above)

Engineer to check  optional tests to be made.

X - These are standard tests and measurements required on facilities as designated by the Engineer, constructed or installed under this Contract.

NA - Not Applicable.

\* - These tests will not be required on distribution pairs that are not cross-connected to feeder pairs at time of acceptance testing.

P - Indicates participation in conducting acceptance tests and measurements.

Article VI - REMEDIES

Section 1. Completion of Contractor's Default.

If default shall be made by the Contractor or by any subcontractor in the performance of any of the terms of this Contract, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Contractor and the surety or sureties upon the Contractor's Bond or Bonds a written notice requiring the Contractor to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Contractor such default shall be corrected or arrangements for the correction thereof, satisfactory to the Owner, shall be made by the Contractor or its surety or sureties, the Owner may take over the construction of the Project and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor, and the Contractor and its surety or sureties shall be liable to the Owner for any cost or expense in excess of the contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Contractor or any of its subcontractors, which may be situated at the site of the Project. The Owner in such contingency may exercise any rights, claims or demands which the Contractor may have against third persons in connection with this Contract and for such purpose the Contractor does hereby assign, transfer, and set over unto the Owner all rights, claims, and demands.

Section 2. Liquidated Damages.

The time of the Completion of the Construction of the Project is of the essence of this Contract. Should the Contractor neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such moneys which may be then due, or which may become due and payable to the

Contractor the sum of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_) per day for each and every day that such construction is delayed in its completion beyond the specified time, as liquidated damages and not as a penalty; if the amount due and to become due from the Owner to the Contractor

is insufficient to pay in full any such liquidated damages, the Contractor shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Contractor in writing of the manner in which the amount retained, deducted, or claimed as liquidated damages was computed.

### Section 3. Cumulative Remedies.

Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article VI shall be the exclusive measure of damages for failure by the Contractor to complete the construction of the Project within the time therein agreed upon.

## Article VII - MISCELLANEOUS

### Section 1. Definitions.

(a) The term "Engineer" shall mean the engineer employed by the Owner to provide engineering services for the Project, and said Engineer's duly authorized assistants and representatives.

(b) The term "Contractor's Proposal" shall mean the proposal of the Contractor including all accompanying documents as therein referred to, a copy of which is attached to and made a part hereof, and upon which the award of the Contract was made.

(c) The term "Project" shall mean the rural telephone system, or portion thereof, described in the Plans and Specifications, Construction Sheets, and Maps.

(d) The term "Section" shall mean a central office area of the Project.

(e) The term "Completion of Construction" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments and revisions thereof except the Contractor's obligations in respect of (i) Releases of Liens and Certificate of Contractor under Article III, Section 2, hereof; (ii) the Inventory referred to in Article III, Section 1, hereof; and (iii) other final documents. The term "Completion of the Project" or "Completion of a Section" shall mean full performance by the Contractor of the Contractor's obligations under the Contract and all amendments

and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project or Section.

(f) The term "Cleanup" shall mean all work necessary to enable the Assembly Units called for on the Construction Sheets to meet specifications as built and to restore the terrain to an acceptable condition.

(g) The term "Work Sector" shall mean a localized portion of the project for purposes of specifying sequence of construction and shall be shown on the maps.

(h) The term "Construction Corridor" shall mean a minimum width of 1 rod (5.0 meters) along the designated route for buried cable and wire placement, which permits passage and operation of the construction equipment. Construction Corridors that equal or exceed the minimum width will not be designated on the Construction Sheets.

(i) The term "Reduced Construction Corridor" shall mean widths less than the standard "Construction Corridor". The approximate width applicable to "Reduced Construction Corridor" shall be shown on the Construction Sheets.

(j) The term "Restricted Construction Corridor" shall mean a "Construction Corridor" or "Reduced Construction Corridor" where the location within the corridor of cable to be placed is specified due to the presence of existing telecommunications plant or the facilities of other utilities, right-of-way restrictions or other factors. The nature of the restriction and the approximate location of the cable placement within the "Restricted Corridor" shall be shown on the Construction Sheets.

(k) The term "Unobtained Construction Corridor" shall mean a "Construction Corridor" where the right-of-way has not been obtained. Unobtained Construction Corridors shall be shown on the Construction Sheets.

(l) The term "Construction Sheets" shall mean staking sheets, strip maps or other sheets provided by the Engineer and designated as work sheets for construction purposes.

(m) The term "Cable Placement Operation" shall mean a construction crew whose sole responsibility is the installation of telecommunications cable which requires an inspector present during the activity. Other activities not requiring an inspector, such as boring without the



installation of a cable, pedestal installation, asphalt repairs, clean up, and splicing shall not be considered cable placement operations.

Section 2. Equal Opportunity Clause.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States of America to enter into such litigation to protect the interest of the United States.

### Section 3. Franchises and Rights-of-Way.

The Contractor shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits, or approvals required to be obtained by the Owner from Federal, State, County, Municipal, or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or any other matter incident to the construction and operation of the Project.

### Section 4. Extension to Successors and Assigns.

Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto.