**United States Department of Agriculture Telecommunications**

**System**

Rural Utilities Service

RUS Form 515

**Construction Contract** (Labor and Materials)

**September 2001**

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**Telecommunications System Construction Contract** (Labor and Materials)

RUS Contract Form 515

SEPTEMBER 17, 2001

U.S. Department of Agriculture Rural Utilities Service

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TELECOMMUNICATIONS SYSTEM CONSTRUCTION CONTRACT

(Labor and Materials)

The Complete Construction Contract Consists of the Following:

I. RUS Contract Form 515, Telecommunications System Construction Contract, which includes:

A. Notice to Bidders (Page 1) B. Instructions to Bidders (Page 5) C. Contractor's Proposal (Page 23) D. Construction Agreement (Page 115) E. Engineering, Construction, and Inspection Details (Page 128)

II. One or more of the specification packets made a part of the Contract by reference as indicated on page 13.

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 prepared by the Owner's Engineer (Current version of related forms to be utilized).

Check List of Pages to be Completed

Engineer - Prior to Release for Bids Completes:

Pages 1-3 Notice to Bidders Pages 5-12 Paragraphs 1, 2, 5, 8, 18c, 18d, and 18g Page 23 Contractor's Proposal Pages 25-89 Listing of Units, Quantities and Other information as Applicable Page 91 "Value and Disposition of Units to be Removed" Table (Columns 1-7) Pages 93-95 List of Special Assembly Unit Drawings and Special Guide Drawings, and List of Changes Page 97 List of Cable Plant Layout Maps Page 99 List of Construction Sheets Page 101 List of Special Arrangement Units Page 110 Paragraph 14

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Page 111 Paragraph 17, 18 Pages 116-117 Article II, Section 1(b) Page 135-137 Schedule of Acceptance Tests and Measurements Page 138 Article VI, Section 2 "W" units in RUS Forms 515a, 515b, 515c, and 515d, as Applicable.

Owner – Prior to Release for Bids Completes:

Pages 2, and 138 Liquidated Damage Amount Pages 3, and 12 Signature and Date Page 19 Interim Financing, as Applicable Page 21-22 Supplement A to Construction Contract RUS Form 515, as Applicable

Bidder - Prior to Submitting Bid Completes:

Page 13 Bid Bond or Certified Check Page 15 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Page 17 Certification for Contracts, Grants, Loans, and Cooperative Agreements (Lobbying Certification) Page 19 Interim Financing, as Applicable Page 21-22 Supplement A to Construction Contract RUS Form 515, as Applicable Pages 25-89 Unit Prices and Extensions, as Applicable Pages 103-105 Proposal Summary Page 109 Contractor's License, Paragraph 10 Page 112 Paragraph 21 Page 113 Signature, Address, Date and Seal

Engineer - On Acceptance Completes:

Page 115 Top of Page and Article I, Section 1 (except for date) Page 121 Article III, Section 1(b)

Owner - On Acceptance:

Page 115 Dates Construction Agreement Page 145 Signs Construction Agreement

Bidder - Upon Notification of Acceptance:

Page 145 Signs Construction Agreement Pages 151-157 Inserts executed Contractor's Bond

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TELECOMMUNICATIONS SYSTEM CONSTRUCTION CONTRACT (RUS FORM 515)

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NOTICE TO BIDDERS

TELECOMMUNICATIONS OUTSIDE PLANT PROJECT

Sealed proposals for the construction, including the supply of

necessary Labor, materials, and equipment, of a rural

telecommunications project as described below:

Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exchange(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County(ies): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

shall be received at the following location and time:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_M, \_\_\_T, at which time the proposals

shall be publicly opened and read.

The project shall consist of the following miles

[kilometers (km)] of plant:

Aerial: \_\_\_\_\_\_\_\_\_\_ miles (\_\_\_\_\_\_\_\_\_\_ km);

Buried: \_\_\_\_\_\_\_\_\_\_ miles (\_\_\_\_\_\_\_\_\_\_ km);

Underground: \_\_\_\_\_\_\_\_\_\_ miles (\_\_\_\_\_\_\_\_\_\_ km);

Conduit: \_\_\_\_\_\_\_\_\_\_ miles (\_\_\_\_\_\_\_\_\_\_ km);

1

Service Entrances \_\_\_\_\_\_\_\_\_\_ miles (\_\_\_\_\_\_\_\_\_\_ km);

Number of Service Entrances:

Aerial \_\_\_\_\_\_\_\_\_\_; Buried \_\_\_\_\_\_\_\_\_\_.

The number of cable placement operations used at any one time

shall not exceed \_\_\_\_\_\_\_\_\_\_. The time for Completion of

Construction of the Project shall be \_\_\_\_\_\_\_\_\_\_ calendar days

excluding Saturdays, Sundays, and legal holidays) from the

contract commencement date. Liquidated damages in the amount of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day shall apply for each and every day

that construction is delayed after giving effect to extensions of

time as provided for in the contract.

The Plans, Specifications, and Construction Sheets together with

all necessary forms and other documents for Bidders may be

obtained from the Owner, or from the Engineer ,

at the latter's office at ,

upon payment of $ (per set). The Plans, Specifications,

and Construction Sheets may be examined at the offices of the

Owner or Engineer. Each set of Plans, Specifications and

Construction Sheets will have a serial number, assigned by the

Engineer, and the number of each set with the name of the

purchasers will be recorded by the Engineer. Bids will be

accepted only from original purchasers or from some other

qualified Bidder to whom such a set has been transferred by the

2

original purchaser with the approval of the Owner, at least

forty-eight (48) hours prior to the Pre-Bid Conference set for

at the following location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No proposals will be considered from bidders that do not attend

the Pre-Bid Conference unless the bidder has been notified by the

Engineer prior to the Pre-Bid Conference that such bidder's

attendance is not required. Notes covering the Pre-Bid

Conference will be prepared by the Engineer and distributed to

all bidders attending the Pre-Bid Conference.

Bidders shall file with the Engineer at least days in

advance of the scheduled Pre-Bid Conference, the Bidder's

Qualifications. The Owner or Engineer will not release a set of

Plans, Specifications, and Construction Sheets bearing a serial

number to a bidder until after the Bidder's Qualifications have

been approved by the Engineer on behalf of the Owner. Questions

relating to Bidder's Qualifications shall be resolved prior to

the Pre-Bid Conference.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Borrower Name)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

3

This page intentionally left blank.

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INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the construction, including the supply of necessary labor, materials, and equipment, of a rural telecommunications project to be financed pursuant to a Loan Contract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "Owner") and the United States of America by the Administrator of the Rural Utilities Service, dated , \_\_\_\_\_, (a copy of the Loan Contract may be examined at the office of the Owner) and to be known as Project \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ which is to be part of the System known as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be received by the Owner on or before o'clock \_\_M., \_\_\_\_T, \_\_\_\_\_\_\_\_\_\_\_\_, 20 , at the following location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; at which time and place the proposals will be publicly opened and read. Any proposals received subsequent to the time specified will be promptly returned to the Bidder unopened.

2. The Project, located in the following County(ies): \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; in the State(s) of , all as more fully described in the Plans, Specifications, Construction Sheets, Maps, Special Drawings, and Description of Assembly Units therefore hereinafter referred to will consist of the following miles (km) of telecommunication lines and associated facilities:

a. Buried Plant - Total Route Miles ( km)

Construction Corridor

New Miles ( km)

Existing Miles ( km)

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b. Underground Plant - Total Route Miles ( km)

Conduit System:

Construction Corridor:

New Miles ( km)

Existing Miles ( km)

Innerducts placed in:

Conduit Miles ( km)

Underground Cable in Conduit Systems:

New Miles ( km)

Existing Miles ( km)

Manholes: \_\_\_\_\_\_\_\_\_ (number)

c. New Aerial Plant - Total Route Miles ( km)

New (Including Rebuilt Miles on Which Substantially All

Poles Are To Be Replaced)

- Route Miles ( km)

Pole Line w/ Self Supporting Fiber Optic Cable

- Route Miles ( km)

Pole Line with Cable

- Route Miles ( km)

Joint Use - Electric – Cable

- Route Miles ( km)

Joint Use – Electric - Self Supporting Fiber Optic Cable

- Route Miles ( km)

Joint Use - Other than Electric Cable

- Route Miles ( km)

6

d. Modification of Existing Aerial Plant –

- Route Miles ( km) (Includes all lines on which substantial number of poles are retained and which are not included in the above Classification)

e. Service Entrances - Route Miles ( km)

Buried Service Entrances – Number\_\_\_\_\_

- Route Miles ( km)

Aerial Service Entrances – Number\_\_\_\_\_

- Route Miles ( km)

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, etc., including those pertaining to the licensing of contractors and the Anti-Kickback Acts, as amended (40 USC 276c; 41 USC 51 et seq.) and regulations issued pursuant thereto.

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

Paragraph 4, a day Pre-Bid Conference is scheduled at the

following location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

on commencing at ,\_\_\_M, \_\_\_T. At the Pre-Bid

(Date) (Time)

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Conference, qualified representatives of the Engineer and/or Owner, and Contractor will be prepared to discuss the project plans in detail including previous construction experience. 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. All Bidders are required to attend the Pre-Bid Conference or furnish information to the satisfaction of the Engineer prior to the Pre- Bid Conference, that the Bidder, through prior visitation or previous construction work in the Area, has adequate familiarity with the site and plans for the project.

No proposal shall be accepted or considered from Bidders that do not attend the Pre-Bid Conference or have not been notified by the Engineer prior to the Pre-Bid Conference, that their attendance is not required.

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. Where buried plant is included in the construction of the Project, the number of cable placement operations that may be

used at any one time shall not exceed .

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

10. Each Proposal must be accompanied by a Bid Bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in an amount equal to ten percent (10%) of the maximum Bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such Bid Bond or check, in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such Bid Bond

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or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder and such acceptance has been approved by the Administrator, or for a period not to exceed ninety (90) days from the date hereinbefore set for the opening of Proposals whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the Bid Bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

11. 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, with sureties listed by the United States Treasury Department as Acceptable Sureties in a penal sum not less than the Contract price.

12. Should the successful Bidder fail or refuse to execute a Contract and to furnish a Contractor's Bond within fifteen (15) days after written notification of the award of the Contract by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the Bid Bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference between the amount of the Proposal and such larger amount (up to 10% of the Proposal) for which the Owner may in good faith contract with another party to construct the Project. 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.

13. 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.

14. The Owner reserves the right to waive minor irregularities or minor errors in 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 corrected on the Proposal in which they occur prior to the execution of any Contract which may be awarded thereon.

15. 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

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Assembly Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

16. 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.

17. The terms "Administrator", "Engineer", "Supervisor" "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.

18. 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, as of .

(Date)

(d) Easements and rights-of-way for the Construction Corridor used for the placement of buried cable have been obtained from property owners or public authorities. Public rights-of-way, totaling

approximately miles ( km) and private rights-of-way, totaling approximately

miles ( km) 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

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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. Rights-of-way not obtained are designated as "Unobtained Construction Corridor" and are shown on the 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 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

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proposed construction methods by, or on behalf of, the highway and road authorities. Bidders may obtain information concerning the requirements of highway and road authorities by communicating with the following:

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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Owner)

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature)

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*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572–0107. The time required to complete this information collection is estimated to average .05 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

U.S. Department of Agriculture Rural Utilities Service

**BID BOND**

*1. KNOW ALL MEN that we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal, and*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ,*

*as Surety, are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph (hereafter 2 below, called but the not "Owner") to*

*exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), as hereinafter executors, administrators, set forth and for successors the payment and of assigns, which sum jointly well and and severally, truly to be by made these we presents; bind ourselves, our 2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service*

*project known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

*3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the Principal, and*

*a. the give Principal such Contractor's shall execute Bond such or Bonds contract for documents, the performance if any, of as the may contract be required and for by the the prompt terms of the bid and payment of labor and material furnished for the project as may be specified in the bid, or*

*b. in Contractor's the event Bond of the or failure Bonds, of if the the Principal Principal shall to execute pay to such the Owner contract the documents, difference, not if any, to exceed and give the penal such sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the project, then this obligation shall be void, otherwise to remain in full force and effect.*

*IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 20\_\_\_\_\_\_ .*

*(Seal) Principle*

*ATTEST: By*

*Secretary Title*

*(Seal) Surety*

*ATTEST: By*

*Secretary Title*

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***RUS FORM 307 (Rev. 02-00)***

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14

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED, TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification act out below,

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into, If it is later determined that the Prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections Of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated,

6. The prospective lower tier participant further agrees by submitting this proposal that it *will* include this clause titled ''Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurementt Programs,

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Page 1 of 2 Lower Tier Debarment Certification (Version 2, 6/98)

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor

its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award or Project Name

Name and Title

Signature Date

Lower Tier Debarment Certification (Computer generated facsimile, Version 2, 6/98) Page 2 of 2

*(PRINT ON CONTRACTOR’S LETTERHEAD)*

**LOBBYING CERTIFICATION**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name

Name of Authorized Official

Signature Date

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INTERIM FINANCING

If this project is financed in part by the Rural Telephone Bank, an agency of the United States of America, the references in the contract documents to "the United States of America and the Government" shall mean the "Rural Telephone Bank", as well, and the references to the "Administrator" shall mean the "Governor" of the Rural Telephone Bank as well. If the project is financed wholly by the Rural Telephone Bank, the reference to "the United States of America" and the "Government" shall mean the Rural Telephone Bank and the references to the "Administrator" shall mean the "Governor" of the Rural Telephone Bank. References to RUS loans or loan contracts shall include RUS guarantees of loans by others.

The Owner, notwithstanding the references in the contract documents to the RUS or Rural Telephone Bank financing of the work herein provided for, plans to use funds other than RUS or Rural Telephone Bank loan funds initially and expects to be reimbursed subsequently with RUS or Rural Telephone Bank loan funds in whole or in part. It is understood that:

1. An RUS, RTB, and/or FFB loan for this work \_\_\_\_has \_\_\_\_ has not (owner

to check one) been made and has not been released.

2. Arrangements have been made for other funds so that invoices may be paid

promptly in accordance with the contract provisions.

3. Approval of the contract by RUS or the Rural Telephone Bank shall not be

construed as a commitment to make a loan for this purpose.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Owner

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Contractor

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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SUPPLEMENT A TO CONSTRUCTION CONTRACT RUS FORM 515

The Bidder agrees that the following provisions shall be a part of the Proposal to which this Supplement is attached and shall supersede all provisions of the Proposal which are inconsistent herewith:

1. The following Section 24 shall be added on Page 113:

24(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.

RUS Form 787 21

(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.

2. Section 15, Page 110, shall be revised to read as follows:

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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title

RUS Form 787 22

CONTRACTOR'S PROPOSAL (Proposal Shall be Submitted in Ink or Typewritten)

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "Owner").

1(a) The undersigned (hereinafter called the "Bidder") hereby proposes to construct the rural telecommunications project

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 Engineer will check the applicable Specification Packet(s) which become(s) a part of the Contract by this reference:

□ RUS Form 515a - Specifications and Drawings for Construction of Direct Buried Plant (RUS Bulletin 1753F-150).

Dated: \_\_\_\_\_\_\_\_\_\_

□ RUS Form 515b - Specifications and Drawings for Construction of Underground Plant (RUS Bulletin 1753F-151).

Dated: \_\_\_\_\_\_\_\_\_\_

□ RUS Form 515c - Specifications and Drawings for Construction of Aerial Plant (RUS Bulletin 1753F-152).

Dated: \_\_\_\_\_\_\_\_\_\_

□ RUS Form 515d - Specifications and Drawings for Service Installations at Customer Access Locations (RUS Bulletin 1753F-153).

Dated: \_\_\_\_\_\_\_\_\_\_

The following Standards are applicable: (Engineer to insert date)

RUS Bulletin 1753F-401 (PC-2) Dated: \_\_\_\_\_\_\_\_\_\_ RUS Bulletin 1753F-201 (PC-4) Dated: \_\_\_\_\_\_\_\_\_\_ RUS Bulletin 1753F-801 (PC-5A) Dated: \_\_\_\_\_\_\_\_\_\_

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24

1(b) CONSTRUCTION UNITS

Section A – POLE UNITS

Poles will conform to the following: (Engineer to fill in)

Pole Plan: (Check one or more if acceptable)

(1) Insured warranted \_\_\_ (2) Independent inspected \_\_\_ (3) Quality Assurance Program \_\_\_

Specie of Timber: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kind of Preservative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Method of Treatment: (Check one or more if acceptable)

(1) Pressure \_\_\_\_ (2) Thermal Process: a. Butt \_\_\_\_ b. Full Length \_\_\_\_

Note: If not indicated in the above spaces, the Bidder may select the pole plan, species, kind of preservative, and the method of treatment for supplying the poles. Poles furnished on the Project shall all be under the same pole plan, and of the same species, kind of preservative, and method of treatment, and shall meet the latest RUS specifications in effect at the time the bid is received.

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

Total, Section A \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

25

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26

Section BA – BURIED PLANT HOUSING STUB POLE UNITS

If wood stub pole units are to be used they will conform to the following: (Engineer will fill in)

Stub Pole Plan: (Check one or more if acceptable)

(1) Insured warranted \_\_\_ (2) Independent inspected \_\_\_ (3) Quality Assurance Program \_\_\_

Kind of Preservative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Method of Treatment: (Check one or more if acceptable)

(1) Pressure \_\_\_\_ (2) Thermal Process: Full Length \_\_\_\_

Note: If not indicated in the above spaces, the Bidder may select the kind of preservative, and the method of treatment for supplying the stub pole units. Stub pole units furnished on the Project shall all be under the same pole plan, and of the same species, kind of preservative, and method of treatment, and shall meet the latest RUS specifications in effect at the time the bid is received.

The minimum dimensions for stub poles are:

Round – Top 4-1/2 inches (in.) [11.3 centimeters (cm)], Bottom 5 in. (12.7 cm) (Diameter) Sawn - 4-1/2 in. (11.4 cm) x 3-1/2 in. (9.0 cm)

When Stub poles are required that exceed these minimums, indicate the required minimum in the following spaces: Round – Bottom diameter \_\_\_ in. (\_\_\_\_ cm), Top diameter \_\_\_\_ in. (\_\_\_\_cm), Sawn \_\_\_\_ in. (\_\_\_\_cm) x \_\_\_\_ in. (\_\_\_\_ cm).

Stub Poles for mounting buried plant housings shall be set 3.0 feet (ft) [0.9 meters (m)] in either soil or solid rock. If a greater depth in soil is necessary for wood stub pole units, it shall be indicated in the following space: \_\_\_\_ ft (\_\_\_\_ m) (Engineer to fill in).

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

Total, Section BA \_\_\_\_\_\_\_\_\_\_

27

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28

Section BD – BURIED PLANT HOUSING ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

\_\_\_\_\_\_ If checked by the Engineer, sealer shall be installed in accordance with the manufacturer's instructions.

\_\_\_\_\_\_ If checked by the Engineer, ant repellent shall be installed in accordance with the manufacturer's instructions.

The buried plant housings shall be green in color unless otherwise specified below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total, Section BD \_\_\_\_\_\_\_\_\_\_ This page intentionally left blank.

29

30

Section BDO – BURIED PLANT FIBER OPTIC HOUSING ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

\_\_\_\_\_\_ If checked by the Engineer, sealer shall be installed in accordance with the manufacturer's instructions.

\_\_\_\_\_\_ If checked by the Engineer, ant repellent shall be installed in accordance with the manufacturer's instructions.

The buried plant housings shall be green in color unless otherwise specified below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total, Section BDO \_\_\_\_\_\_\_\_\_\_

31

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32

Section BDS – SERVING AREA INTERFACE CABINET (SAIC) ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

\_\_\_\_\_\_ If checked by the Engineer, sealer shall be installed in accordance with the manufacturer's instructions.

\_\_\_\_\_\_ If checked by the Engineer, ant repellent shall be installed in accordance with the manufacturer's instructions.

The SAIC shall be green in color unless otherwise specified below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Total, Section BDS \_\_\_\_\_\_\_\_\_\_

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34

Section BFC – BURIED FILLED COPPER CABLE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor And Materials

Extended Price Labor and Materials

35

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36

Section BFC – BURIED FILLED COPPER CABLE ASSEMBLY UNITS (Continued)

Unit Price

Unit

Extended Price No. of

Labor

Labor Units Labor Materials

And Materials

and Materials

37

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38

Section BFC – BURIED FILLED COPPER CABLE ASSEMBLY UNITS (Continued)

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 the cable is to be plowed for the entire project to a minimum depth greater than 24 in. (61 cm), the Engineer will indicate the required minimum depth in the following space below:

\_\_\_\_\_\_\_ in. (\_\_\_\_\_ cm).

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

The cable to be used with the above buried filled cable units shall have a shield as indicated below:

\_\_\_\_\_\_ Standard, Coated Aluminum

\_\_\_\_\_\_ Standard, Copper

\_\_\_\_\_\_ Gopher Resistant, Containing Copper

\_\_\_\_\_\_ Gopher Resistant, Coated Aluminum/Coated Steel

The following type(s) of conductor insulation shall be used:

\_\_\_\_\_\_ Solid

\_\_\_\_\_\_ Expanded

\_\_\_\_\_\_ If checked by the Engineer, preconnectorized cable may be used at the option of the contractor for reel end splices.

\_\_\_\_\_\_ If checked by the Engineer, warning tape shall be used.

Total, Section BFC \_\_\_\_\_\_\_\_\_\_

39

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40

Section BFO – BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

41

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42

Section BFO – BURIED FILLED FIBER OPTIC CABLE ASSEMBLY UNITS (continued)

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 the cable is to be plowed for the entire project to a minimum depth greater than 24in. (61 cm), the Engineer will indicate the required minimum depth in the following space below:

\_\_\_\_\_\_\_ in. (\_\_\_\_\_ cm).

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.

The cable to be used with the above fiber optic cable units shall be as specified below:

\_\_\_\_\_\_ Attenuation (if other than normal specification value) \_\_\_\_\_\_ Bandwidth requirement for multimode fibers \_\_\_\_\_\_ Multiple loose tube core construction \_\_\_\_ If checked, dry filled core \_\_\_\_ If checked, gel filled core \_\_\_\_\_\_ Unit or central core tube construction \_\_\_\_\_\_ Metallic strength members \_\_\_\_\_\_ Non-metallic strength members

Other characteristics as required: (Define)

1. 2. 3. 4.

\_\_\_\_\_\_ If checked by the Engineer, preconnectorized cable may be used at the option of the contractor for reel end splices.

\_\_\_\_\_\_ If checked by the Engineer, warning tape shall be used.

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

43

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44

Section BH – BURIED HANDHOLE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

45

Extended Price Labor And Materials

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

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46

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

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor And Materials

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

47

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48

Section CFO – SELF SUPPORTING FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor And Materials

The cable to be used with the above fiber optic cable units shall be as specified below:

\_\_\_\_\_\_ Attenuation (if other than normal specification value) \_\_\_\_\_\_ Bandwidth requirement for multimode fibers \_\_\_\_\_\_ Armored \_\_\_\_\_\_ Unarmored \_\_\_\_\_\_ Multiple loose tube core construction \_\_\_\_ If checked, dry filled core \_\_\_\_ If checked, gel filled core \_\_\_\_\_\_ Unit or central core tube construction

Other characteristics as required: (Define) 1. 2. 3. 4.

\_\_\_\_\_\_ If checked by the Engineer, the cable shall be spiraled around the suspension strand at all locations shown on the Construction Sheets. Spiraling of cable shall be in accordance with the Construction Guide Drawing 250-1.

\_\_\_\_\_\_ If checked by the Engineer, preconnectorized cable may be used at the option of the contractor for reel end splices.

Total, Section CFO \_\_\_\_\_\_\_\_\_\_

49

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50

Section CO – AERIAL FILLED FIBER OPTIC CABLE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor And Materials

The cable to be used with the above fiber optic cable units shall be as specified below:

\_\_\_\_\_\_ Attenuation (if other than normal specification value) \_\_\_\_\_\_ Bandwidth requirement for multimode fibers \_\_\_\_\_\_ Armored \_\_\_\_\_\_ Unarmored \_\_\_\_\_\_ Multiple loose tube core construction \_\_\_\_ If checked, dry filled core \_\_\_\_ If checked, gel filled core \_\_\_\_\_\_ Unit or central core tube construction \_\_\_\_\_\_ Metallic strength members \_\_\_\_\_\_ Non-metallic strength members

Other characteristics as required: (Define) 1. 2. 3. 4.

\_\_\_\_\_\_ If checked by the Engineer, the cable shall be spiraled around the suspension strand at all locations shown on the Construction Sheets. Spiraling of cable shall be in accordance with the Construction Guide Drawing 250.

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Section CO – AERIAL FILLED FIBER OPTIC CABLE ASSEMBLY UNITS (continued)

\_\_\_\_\_\_ If checked by the Engineer, the existing lashing wire shall be removed and the new and existing cables shall be double lashed to the existing suspension strand at all locations shown on the Construction Sheets.

The lashing wire to be used with the above aerial cable shall be the size and materials indicated by the Engineer: \_\_\_\_\_\_ (\_\_\_\_\_\_) stainless steel, \_\_\_\_\_\_ (\_\_\_\_\_\_) aluminum.

\_\_\_\_\_\_ If checked by the Engineer, preconnectorized cable may be used at the option of the contractor for reel end splices.

\_\_\_\_\_\_ If checked by the Engineer, Extra High Strength (EHS) galvanized steel strand shall be used. Total, Section CO \_\_\_\_\_\_\_\_\_\_

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Section CW – AERIAL FILLED COPPER CABLE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

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Section CW – AERIAL FILLED COPPER CABLE ASSEMBLY UNITS (Continued)

The cable to be used with the above aerial cable units shall have a shield as indicated below:

\_\_\_\_\_\_ Coated Aluminum

\_\_\_\_\_\_ Copper

The following type(s) of conductor insulation shall be used:

\_\_\_\_\_\_ Solid

\_\_\_\_\_\_ Expanded

\_\_\_\_\_\_ If checked by the Engineer, the cable shall be spiraled around the suspension strand at all locations shown on the Construction Sheets. Spiraling of cable shall be in accordance with the Construction Guide Drawing 250.

\_\_\_\_\_\_ If checked by the Engineer, the existing lashing wire shall be removed and the new and existing cables shall be double lashed to the existing suspension strand at all locations shown on the Construction Sheets.

The lashing wire to be used with the above aerial cable shall be the size and materials indicated by the Engineer: \_\_\_\_\_\_ (\_\_\_\_\_\_) stainless steel, \_\_\_\_\_\_ (\_\_\_\_\_\_) aluminum.

\_\_\_\_\_\_ If checked by the Engineer, preconnectorized cable may be used at the option of the contractor for reel end splices.

\_\_\_\_\_\_ If checked by the Engineer, Extra High Strength (EHS) galvanized steel strand shall be used. Total, Section CW \_\_\_\_\_\_\_\_\_

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Section HA – AERIAL SPLICE CLOSURE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

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

Section HBF – BURIED FILLED SPLICE CLOSURE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

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

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Section HC – COPPER SPLICING ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

Total, Section HC \_\_\_\_\_\_\_\_\_\_

Section HO – FIBER OPTIC SPLICING ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

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

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Section HR – READY ACCESS CLOSURE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

Total, Section HR \_\_\_\_\_\_\_\_\_\_

Section HU – UNDERGROUND SPLICE CLOSURE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

Total, Section HU \_\_\_\_\_\_\_\_\_\_

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Section NID – NETWORK INTERFACE DEVICE ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

Total, Section NID \_\_\_\_\_\_\_\_\_\_

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Section PE – GUY ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

\_\_\_\_\_\_ If checked by the Engineer, Extra High Strength (EHS) galvanized steel strand shall be used. Total, Section PE \_\_\_\_\_\_\_\_\_\_

Section PF – ANCHOR ASSEMBLY UNITS

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

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

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Section PM – MISCELLANEOUS ASSEMBLY UNITS - UNDERGROUND AND AERIAL PLANT

Unit Price Unit No. of Units Labor Materials Labor and Materials

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Extended Price Labor and Materials

Total, Section PM \_\_\_\_\_\_\_\_\_\_

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

Unit Price Unit No. of Units Labor Materials Labor and Materials

Extended Price Labor and Materials

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. Commercial wood length means the length designated by the Engineer, but in no case shall be required to be less than \_\_\_\_\_\_\_ feet (\_\_\_\_\_\_ meters).

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 c. Piled on one side of the right-of-way in such manner as to not obstruct roads, ditches, etc. d. Other (Describe):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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