



6000 Joe Ramsey Blvd Greenville, TX 75402

IFB 18-19-14

BID SPECIFICATIONS

FOR

CABLE & INTERNET CONSTRUCTION

LABOR CONTRACT

Bid Opening Date: Tuesday September 3, 2019
Time: 3:00 p.m.

Contact Person:
Traci McDonald, Purchasing Agent
Office: (903)457-2862
Email: tmcdonald@geus.org

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NOTICE TO BIDDERS

Sealed bids addressed to the Purchasing Agent, GEUS, will be received at the office of the Purchasing Agent, 6000 Joe Ramsey Blvd., Greenville, Texas until 3:00 o'clock p.m. on Tuesday September 3, 2019, to furnish all labor and materials and perform all work for the following project:

CABLE & INTERNET CONSTRUCTION LABOR CONTRACT

After the expiration of the time and date above first written said sealed bids will be opened and publicly read aloud by the Purchasing Agent in the GEUS Operations Center Conference Room #217.

It is the sole responsibility of the bidder to insure that his/her bid is actually in the office of the Purchasing Agent of GEUS prior to the expiration of the date above first written.

The GEUS Board will consider the bids on Thursday, September 19, 2019 at the Operations Center, located at 6000 Joe Ramsey Blvd., Greenville, Texas, or as soon thereafter as may reasonably be convenient, subject to the right to reject any or all bids and waive any formalities. The successful bidder will be required to furnish a payment bond in accordance with Texas Government Code, Chapter 2253, in the amount of 100% of the total contract price in the event that said contract price exceeds \$25,000.00. If the contract price does not exceed \$25,000.00, the said payment bond will not be required. In addition, the successful bidder will be required to furnish a performance bond in accordance with Texas Government Code, Chapter 2253, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000.00. The performance bond will not be required if the contract price does not exceed \$100,000.

Bidders are required to submit with the bid package a cashier's or certified check issued by a bank satisfactory to GEUS, or a proposal bond from a reliable surety company, payable without recourse to the order of GEUS in an amount not less than 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within 10 days after notice of award of the contract to him/her.

It shall be each bidders' responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bids submitted.

Attention of each bidder is particularly called to the schedule of general prevailing rate of per diem wages included in the contract documents on file in the office of the Purchasing Agent of GEUS which document is specifically referred to in this notice to bidders. Each bidder's attention is further directed to provisions of Texas Government Code, Chapter 2253, and the requirements contained therein concerning the above wage scale and payment by the contractor of the prevailing rates of wages as heretofore established by the SYSTEM in said wage scale.

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:

Purchasing Dept. GEUS

Reviewed by:_____

Date Received: _____

CONTRACTOR:_____

CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME:_____

PARTNER:_____

ADDRESS:_____

ADDRESS:_____

CITY:_____

CITY:_____

PHONE:_____

PHONE:_____

PRINCIPAL PLACE OF BUSINESS:
BUSINESS:

PRINCIPAL PLACE OF

COUNTY
STATE

STATE

COUNTY

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION:_____

LOCATION OF PRINCIPAL OFFICE:_____

CONTACT PERSONS AT OFFICE:_____

PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION:

NAME: _____

ADDRESS:

TITLE: _____

CITY

STATE

ZIP

PHONE: _____

NAMES OF OFFICERS: (IF APPLICABLE)_____

LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT:

TYPE(S) OF WORK DONE: (CIRCLE)

Asphalt Paving	Storm Sewer	Water & Sanitary Sewer Lines
Concrete Paving	Earth Work	Steel Erection
Misc. Concrete	Bridge Work	Painting
Channel Lining	Demolition	Fog Seal
Pump Stations	Landscaping	Chip Seal

Concrete Structures: Inlets, Box Culverts, Junction Boxes

Other: _____

COMMENTS: _____

LIST RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
YEAR BUILT: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT: _____
OWNER/ENGINEER: _____
PERCENT COMPLETE: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
PERCENT COMPLETE: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
PERCENT COMPLETE: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

PROJECT: _____
OWNER/ENGINEER: _____
PERCENT COMPLETE: _____ CONTRACT PRICE: _____
CONTACT PERSON: _____ PHONE: _____

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT? _____

IF SO, NAME OF OWNER AND/OR SURETY:

CONTACT PERSON: _____ PHONE: _____

ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE? _____

IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS:

BANK REFERENCE:

Bank: _____
Address: _____
City: _____ State: _____ Zip: _____

Contact Person: _____
Phone: _____

MUNICIPALITY REFERENCE: City: _____

Contact Person: _____
Position: _____
Address: _____
Phone: _____

OTHER CREDIT REFERENCES:

Name: _____
Name: _____
Address: _____
Address: _____

Phone: _____
Phone: _____

In compliance with Invitation to Bid for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporations with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed: _____
Title: _____
Company: _____
Date: _____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name: _____
Phone: _____
Address: _____ City: _____ State: _____

QUALIFICATION STATEMENT
OF BIDDER'S SURETY

SUBMITTED TO: GEUS

BIDDER: _____

ADDRESS: _____

PHONE: _____

1. Has this surety furnished contract bonds on contracts now complete? _____
2. Has this surety furnished contract bonds on contracts now incomplete? _____
3. What is the maximum bonding capacity of this Contractor?

4. Is the current financial information on this Contractor satisfactory? _____
5. Does information obtained indicate accounts are paid when due? _____
If not, give details:

6. Is it your opinion that the bidder has sufficient experience and financial resources to
satisfactory perform the contract? _____
7. Provided this bidder does not assume other commitments or that you do not acquire
further information that in your opinion will materially affect the bidder's capacity to
perform this contract, will you furnish the bonds as specified? _____

REMARKS: _____

SURETY: _____

SIGNED: _____

BY:

TITLE: _____

ADDRESS: _____

CITY STATE ZIP

PHONE: _____

(IN DUPLICATE)



GENERAL INSTRUCTIONS TO BIDDERS

1. **SCOPE OF WORK**

The work to be done under the contract documents shall consist of the following:

CABLE & INTERNET CONSTRUCTION LABOR CONTRACT

The CONTRACTOR shall furnish all labor, superintendence, machinery, equipment, and all materials necessary to complete this project in accordance with contract documents.

2. **CONTRACT DOCUMENTS**

All work covered by this contract shall be done in accordance with contract documents described in the General Conditions.

All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the Satisfactory completion of all work contemplated by said contract documents.

3. **PLANS FOR USE BY BIDDERS**

It is the intent of GEUS, hereinafter referred to as "the SYSTEM", that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge or forfeiture of deposit. The contract documents may be examined without charge as noted in the Notice to Bidders.

4. **TIME AND ORDER FOR COMPLETION**

The CONTRACTOR will be permitted to process the work in the order of his/her own choosing, provided, however, the SYSTEM reserves the right to require the CONTRACTOR to submit a progress schedule of work contemplated by the contract documents. In the event the SYSTEM requires a progress schedule to be submitted and it is determined by the SYSTEM that the progress of the work is not in accordance with the progress schedule so submitted, the SYSTEM may direct the CONTRACTOR to take such action as the SYSTEM deems necessary to insure completion of the project within the time specified.

5. **PAYMENT**

All payments due to CONTRACTOR shall be made in accordance with the provisions of the General Conditions of the contract documents.

6. **AFFIDAVITS OF BILLS PAID**

SYSTEM reserves the right, prior to final acceptance of this project, to require the CONTRACTOR to execute an affidavit that all bills for labor, materials and incidental incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the CONTRACTOR has been notified.

7. MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the CONTRACTOR of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the SYSTEM on the construction site will not relieve the CONTRACTOR of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the SYSTEM believes necessary to procure a satisfactory project.

8. GUARANTEES

All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the CONTRACTOR shall furnish to the SYSTEM a written general guarantee which shall provide that the CONTRACTOR shall remedy any defects in the work and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within one year from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the SYSTEM.

9. PLANS FOR THE CONTRACTOR

The CONTRACTOR will be furnished 2 sets of drawings, specifications, and related contract documents for his/her use during construction. Plans and specifications for use during construction will only be furnished directly to the CONTRACTOR. The CONTRACTOR shall then distribute copies of plans and specifications to suppliers, subcontractors, or others, as required for proper prosecution of the work contemplated by the CONTRACTOR.

10. PROTECTION OF THE WORK

The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities and all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the date the SYSTEM issues its Certificate of Completion to CONTRACTOR. The SYSTEM reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

- (a) The experience record of the bidder showing completed jobs of a similar nature to the one covered by the proposed contract and all work in progress with bond amounts and percentage completed.
- (b) A certified statement of the current financial condition of the bidder.
- (c) Equipment schedule.

11. TEXAS STATE SALES TAX

This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.

The CONTRACTOR must obtain a limited sales, excise and use tax permit which shall enable him/her to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

12. PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the CONTRACTOR's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground structures which might or could be damaged by CONTRACTOR during the construction of the project contemplated by these contract documents. The SYSTEM agrees that it will furnish CONTRACTOR the location of all such underground lines and utilities of which it has knowledge. However, such fact shall not relieve the CONTRACTOR of his/her responsibilities aforementioned. All such underground lines or structures cut or damaged by CONTRACTOR during the prosecution of the work contemplated by this contract shall be repaired immediately by CONTRACTOR to the satisfaction of the SYSTEM at the CONTRACTOR's expense.

13. BARRICADES AND SAFETY MEASURES

- A. The CONTRACTOR shall, at his/her own expense, furnish and erect such barricades, fences, lights, and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary.

The CONTRACTOR will be held responsible for all damages to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by CONTRACTOR at his/her own cost and expense. The CONTRACTOR's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to CONTRACTOR of SYSTEM'S Certificate of Acceptance of the project.

- B.
1. The CONTRACTOR shall comply with all requirements as set forth in the Texas Government Code Sections 2166.303, et. seq. and Texas Health and Safety Code Section 756.022, et. seq., Acts of the 70th Texas Legislature, for trench excavation in excess of five (5) feet in depth.
 2. The successful low bidder will submit a trenching safety plan, for review, to SYSTEM within 15 days after notification of low bid. A Notice to Proceed will not be issued until SYSTEM has reviewed the CONTRACTOR's trench safety plan.
 3. The review, by SYSTEM, of the trenching safety plan is only for general conformance with the Texas Government Code Sections 2166.303, et. seq. And Texas Health and Safety Code Section 756.022, et. seq., and does not relieve the CONTRACTOR from the duty to use proper techniques, and procedures. Any property damage or bodily injury (including death) that arises from the use of the trench shall remain the sole responsibility of the CONTRACTOR and in no way shall incur liability on SYSTEM.

4. If necessary, a bid item shall be included in this project for a trench safety system and shall include all fees necessary to incorporate a trench safety system for this project. Also included in this bid item shall be the cost to construct, maintain, and remove such system and all necessary excavation as required by such.

14. EXPLOSIVES

The use of explosives will not be permitted unless written permission to do so is obtained by the CONTRACTOR from SYSTEM.

15. CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address, and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

16. INSURANCE

The CONTRACTOR shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to SYSTEM. Proof of coverage shall be furnished to SYSTEM and written notice of cancellation or any material change will be provided sixty (60) days in advance of cancellation or change.

All policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

The insurance certificates furnished shall name SYSTEM as an additional insured and shall further state that all sub-contractors are named as additional insured, or in the alternative shall be accompanied by a statement from the CONTRACTOR to the effect that no work on this particular project shall be subcontracted.

17. WORKERS' COMPENSATION. INSURANCE COVERAGE

A. Definitions:

Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: Includes the time from the beginning of the work on the project until the CONTRACTOR's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096): Includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent CONTRACTORS, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
 - (2) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, information all persons providing services on the project that they are required to be offered, and stating how a person may verify coverage and report lack of coverage.
- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of clarification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and,
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and,
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by Workers' Compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The CONTRACTOR'S failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- L. CONTRACTOR shall hold SYSTEM harmless from any action arising from this Agreement regarding Worker's Compensation.

18. LABOR AND WORKING HOURS

Attention of each bidder is particularly called to the Texas Government Code, Chapter 2258, Prevailing Wage Rates.

Wage Rates:

- A. Requirements: The wage rate which must be paid on this project shall not be less than the minimum wage specified in the Texas Government Code, Chapter 2258, Prevailing Wage Rates as above mentioned. Wages listed are minimum rates only. No claims for additional compensation will be considered by the SYSTEM because of payments of wage rates in excess of the applicable rate contained herein.
- B. Applicable Statutes: The bidder's attention is further directed to the requirements of Texas Government Code, Chapter 2258 providing for the payment of the wage schedules above mentioned and the Bidder's obligations thereunder, which states as follows:
- ". . . The CONTRACTOR shall forfeit as a penalty to the State, County, City and County, City, Town, District or other political subdivision on whose behalf the Contract is made or awarded, sixty dollars (\$60.00) for each laborer, workman or mechanic, for each working day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said Contract, by him/her, or by any subcontractor under him/her, and the public body awarding the Contract shall cause to be inserted in the Contract a stipulation to this effect . . ."
- C. Payroll: In compliance with Texas Government Code, Chapter 2253.024 referenced above, the SYSTEM reserves the rights as defined by Chapter 2253.024 which states as follows:

"The CONTRACTOR and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him/her, in connection with the said public works, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the public body awarding the contract, its officers and agents."

D. Minimum Wage Rates:

1. Pay prevailing basic wage, plus any applicable fringe benefits.

PREVAILING WAGE SCALE NOTICE

- a. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates named. Under no condition shall any laborer, workman or mechanic employed on this job be paid less than the minimum wage scale.
 - b. In execution of this contract, the CONTRACTOR must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, and minimum wage.
 - c. The Texas Government Code, Chapter 2258, Prevailing Wage Rates have been represented to the SYSTEM as being relatively current and accurate. Anyone knowing these wage rates to be in error shall bring this to the attention of the SYSTEM's Representative so an Addendum can be issued, if the new rates can be substantiated. The SYSTEM and the SYSTEM's Representative shall not be held responsible for errors in these wage rates.
2. Apprentice Pay - All Trades and Crafts:
The minimum rate for apprentices shall be in accordance with the scale determined by an approved apprenticeship program of \$1.00 per hour less than journeyman's rates, whichever is lower. An approved apprenticeship program is one approved by the U.S. Department of Labor, Bureau of Apprenticeship Training, and only apprentices enrolled in an approved program may be paid apprenticeship rates.
 3. Base Per Diem Rate: Hours worked per day, times base hourly rate.
 4. Multipliers for Overtime Rates;
 - a. Over 40 hours per week: Base hourly rate times 1.5
 - b. Holidays: Base hourly rate times 1.5.

The information above Chapter 2258, Prevailing Wage Rates, in these contract documents does not release the CONTRACTOR from compliance with any wage law that may be applicable.

As per Government Code, Chapter 2258.021, (b) Subsection, (a) does not apply to maintenance work.

Construction work under this contract requiring an inspector will not be performed on weekends or holidays unless the following conditions exist:

- (1) The project being constructed is essential to SYSTEM's ability to provide the necessary service to its citizens.
- (2) Delays in construction are due to factors outside the control of the CONTRACTOR. The CONTRACTOR is approaching the penalty provisions of the contract and CONTRACTOR can show he has made diligent effort to complete the contract within the allotted time.

Before construction work requiring an inspector is to be performed on weekends or holidays, the CONTRACTOR must notify the SYSTEM's Representative not less than three (3) full working days prior to the weekend or holiday he desires to do work and obtain written permission from the SYSTEM's Representative to do such work. The final decision on whether to allow construction work requiring an inspector on weekends or holidays will be made by the SYSTEM's Representative.

In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the CONTRACTOR shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

19. PAYMENT OF EMPLOYEES AND FILING OF PAYROLLS

The CONTRACTOR and each of his/her subcontractors shall pay each of his/her employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week. The CONTRACTOR and each of his/her subcontractors engaged at the site of the work shall not later than the seventh day following the payment of wages, file with the SYSTEM's Representative, or Engineer, a certified, legible copy of such payroll. This shall contain the name of each employee, his/her classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll, that no rebates or deductions (except as shown) have been made, or will in the future be made from the wages paid as shown thereon. The CONTRACTOR must classify employees according to one of the classifications set forth in the Texas Government Code, Chapter 2258, Prevailing Wage Rates.

The CONTRACTOR shall forfeit as a penalty to SYSTEM on whose behalf this contract is made, sixty dollars for each laborer, workman or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his/her particular classification as set forth in the Texas Government Code, Chapter 2258, Prevailing Wage Rates.

20. PROVISIONS CONCERNING ESCALATOR CLAUSES

Proposals submitted containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

21. PREPARATION OF PROPOSAL

The bidder shall submit his/her proposal on forms furnished by SYSTEM. All blank spaces in the form shall be correctly filled in and the bidder shall state the price both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If an individual submits the proposal, his/her name must be signed by him/her or his/her duly authorized agent. Sole owners must also provide Tax I.D. Number so that Form 1099 may be sent to the I.R.S. if necessary. If a firm, association, or partnership submits a proposal, the name and address of each member must be given and the proposal signed by a member of the firm, association or partnership, or person duly authorized. If a company or corporation submits the proposal, the company or corporate name and business address must be given, and the proposal signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal. The proposal shall be executed in ink.

Each proposal shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:

(a) Bidder's name _____

(b) Proposal for **CABLE AND INTERNET
CONSTRUCTION LABOR CONTRACT**

Bid proposals may be withdrawn and resubmitted at any time prior to the time set for opening of the bids, but no proposal may be withdrawn or altered thereafter.

22. **BOUND COPY OF CONTRACT DOCUMENTS**

Bidder understands and agrees that the contract to be executed by bidder shall be bound and include the following:

- (a) Notice to Bidders
- (b) General Instructions to Bidders
- (c) Bid Proposal
- (d) Statutory Bonds (if required)
- (e) Contract Agreement
- (f) General Conditions
- (g) Specifications
- (h) Insurance Certificates
- (i) All other documents made available to bidder for his/her inspection in accordance with the Notice to Bidders.

If plans and specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

SCHEDULE OF GENERAL PREVAILING
RATES OF PER DIEM WAGES

Prevailing Wage Rates: There shall be paid on the project not less than the general prevailing rates of wages in the locality of the project which prevailing wage rates have been determined by the SYSTEM in accordance with statutory requirements and are listed below:

The CONTRACTOR shall comply with all state and federal laws for minimum wages applicable to such work. The Bidders shall base their bids on rates they expect to pay. The SYSTEM will not consider claims for extra payment to CONTRACTORS on account of payment of wages higher than the minimum wages required by applicable state and federal laws.

The Prevailing Rates of Wages are as follows:

BASIC HOURLY RATES:

<u>(Trade/Craft)</u>	<u>Basic Wage Rates</u>
Acoustical Ceiling Installers	11.50
Asbestos Workers	15.50
Bricklayers	13.70
Carpenters	9.75
(Excluding acoustical installation & drywall hanging)	
Cement Masons.....	10.32
Drywall Hangers	10.37
Electricians.....	11.88
Glaziers	11.08
HVAC Mechanics	11.15
Ironworkers, Structural	10.39
Laborers:	
Common.....	7.25
Mason tenders (Brick).....	7.89
Painters, Brush (Including drywall finishing).....	8.63
Pipefitters (Excluding HVAC work)	15.75
Plumbing (Excluding HVAC work)	9.50
Power Equipment Operators:	
Backhoes	8.50
Cranes	10.21
Roofers	10.24
Sheet Metal Workers (Excluding HVAC duct work)	10.62
Sprinkler Fitters	26.36

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

As per Government Code, Chapter 2258.021, (b) Subsection, (a) does not apply to maintenance work.

VENDOR'S COMPLIANCE WITH STATE LAW

The 1985 Session of the Texas Legislature passed Texas Government Code Section 2252.001 et. seq. relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the state of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

- A. Non-resident vendors in _____(give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____(give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate offices are in the State of Texas.

BIDDER:

Company

BY: _____ Signature: _____
(please print)

Title: _____
(please print)

City: _____, State: _____ Zip: _____

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

PROHIBITED ACTS

"I hereby affirm that I am aware of the provisions of Texas Penal Code, Sections 36.02, 36.08, 36.09, and 36.10 dealing with bribery and gifts to public servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

Dated this the _____ day of _____, 2016.

Signed _____

ATTEST:

STATE OF TEXAS §
COUNTY OF HUNT §

Sworn to and subscribed before me on this the _____ day of _____, 2016.

PERSONALIZED SEAL

Notary Public Signature

**BID PROPOSAL
BID FOR UNIT PRICE CONTRACTS**

PLACE _____

DATE _____

PROJECT NO. IFB 15-16-04

Proposal of _____ (hereinafter called "BIDDER")

To the Chairman of the Board, GEUS, and GEUS Board, City of Greenville, Texas (hereinafter called the SYSTEM)

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the

FY17 CABLE AND INTERNET CONSTRUCTION LABOR CONTRACT

having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated.

The BIDDER binds on acceptance of his/her proposal to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated in Exhibit "A" of this proposal. Contractor shall be paid for the actual quantity of work constructed in accordance with the plans, specifications, details, and contract documents. The unit price bid by the Contractor shall be used for the computation of all payment provided that the actual quantity of work performed does not exceed the estimated quantity by more than twenty five percent (25%). The Contractor shall be entitled to revised consideration for work performed in excess of twenty five percent (25%) over the estimated quantity for any bid item. Prior to performing work in excess of twenty five percent (25%) over the estimated quantity, the Contractor shall submit a written estimate of additional quantities required and the unit price for the additional work. All other work shall be paid for at the unit price bid for the work.

Bidder understands and agrees that this bid proposal shall be completed and submitted in accordance with instruction number 20 of the General Instructions to Bidders.

Bidder understands that the SYSTEM reserves the right to reject any or all bids and to waive any formality in the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

The undersigned BIDDER hereby declares that he has visited the site of the work and has carefully examined the plans, specifications, and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of _____ Dollars (\$ _____), which it is agreed shall be collected and retained by the SYSTEM as liquidated damages in the event the proposal is accepted by the SYSTEM and the undersigned fails to execute the necessary contract documents and the required bond (if any) with the SYSTEM within ten (10) days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

BIDDER understands and agrees that the contract to be executed by BIDDER shall be bound and include all contract documents made available to him/her for his/her inspection in accordance with the Notice to Bidders.

Contractor

By: _____

Title: _____

(Seal if BIDDER is a Corporation)

Principal Place of Business:

ATTEST:

Secretary

EXHIBIT - A
 Bid Proposal – IFB 18-19-14
 FY19 Cable & Internet Construction Labor Contract

Contractor_____

A. MDU POST and PRE WIRE:

The Purpose of this bid request is to receive unit pricing for estimated quantities.

SECTION I. POST WIRE UNIT PRICING

This can be bid either as a unit price or as a composite as per the bidder's preference.
 Projected 50 units with an average of two outlets per unit.

Item	Description	Quantity	Unit Price	Extended Price
1	Install MDU Security Box (Includes conduit / raceway to attic)	18 ea.	\$	\$
2	Pull 1 st outlet (wall box to outlet)	185 ea.	\$	\$
3	Pull additional outlet same apartment (wall box to outlet)	185 ea.	\$	\$
4	Tone, Tag, Trim out	185 ea.	\$	\$
5	Wall Fish 1 Story	92 ea.	\$	\$
6	Wall Fish 2 or More Stories	92 ea.	\$	\$
7	Install Surface Mount Conduit / Panduit (As Necessary)	74 ft.	\$	\$
SECTION I. TOTAL				\$

A. MDU POST and PRE WIRE (Continued):

The Purpose of this bid request is to receive unit pricing for estimated quantities.

SECTION II: PRE WIRE UNIT PRICING

This can be bid either as a unit price or as a composite as per the bidder's preference.
Projected 50 units with an average of two outlets per unit.

Item	Description	Quantity	Unit Price	Extended Price
1	Mount MDU Security Box	4 ea.	\$	\$
2	Home Run - Single or Siamese (From MDU Box to Junction Box in Apartment)	37 ea.	\$	\$
3	Additional Outlet (From Junction Box in Apartment to Outlet)	148 ea.	\$	\$
4	Tone, Bag, Trim Out	185 ea.	\$	\$
SECTION III. TOTAL				\$

B. UNDERGROUND CONSTRUCTION:

The Purpose of this bid request is to receive Unit Pricing for estimated quantities.

SECTION III: UNDERGROUND CONSTRUCTION

This can be bid either as a unit price or as a composite as per the bidder's preference. A unit price includes the following: Setting Pedestals, grounding (rods), complete locates of other utilities and restoration to preconstruction condition.

Projected 1 MDU complex with an estimated 2500 feet of plant.

Item	Description	Quantity	Unit Price	Extended Price
1	Trench (24" Cover, Place 2" Pipe, Restoration)	740 ft.	\$	\$
2	Missile (24" Depth, Place 2" Pipe, Restoration)	2,800 ft.	\$	\$
3	Directional Bore (2" Pipe, Restoration)	500 ft.	\$	\$
4	Concrete Cut and Restoration	50 ft.	\$	\$
5	Asphalt Cut and Restoration	50 ft.	\$	\$
6	Cable Pull (1 Cable)	800 ft.	\$	\$
7	Additional Cable Same Pipe	3,330 ft.	\$	\$
8	Splice and Activation (\mp 3db)	3,885 ft.	\$	\$
9	Fiber-optic Splicing 10 locations	960 ea	\$	\$
10	Excavation: Small Large	50 ft.	\$	\$
11	Underground Wreck Out:	Per ft.	\$	\$
SECTION III. TOTAL				\$

C. OVERHEAD CONSTRUCTION

The Purpose of this bid request is to receive Unit Pricing for estimated quantities.

SECTION IV: OVERHEAD CONSTRUCTION

This can be bid either as a unit price.

Projected: Line Extensions with an Estimated 35 Homes Passed (2500 feet).

Projected: Fiber Overlash, 10,000

Note: Pre-construction drive out to determine make ready issues and corrective actions prior to construction start.

Item	Description	Quantity	Unit Price	Extended Price
1	Strand, Down Guys with Johnny Balls, Anchors Bonding.	2500 ft.	\$	\$
2	First Cable (Coax, Double Lashed)	2500 ft.	\$	\$
3	Additional Cable (Coax, Double Lashed)	1200 ft.	\$	\$
4	Over Lashed (Double Lashed)	10000 ft.	\$	\$
5	Fiber (Including Storage Placement)	10,000 ft.	\$	\$
6	Cable Replacement (Delash/Relash)	500 ft.	\$	\$
7	Pole Transfer	50 ea.	\$	\$
8	Splice and Activation (\mp 3db)	1000 ft.	\$	\$
9	Sweep and Balance	100,000ft	\$	\$
10	Tap, SDU Box, audit	10,000 ea	\$	\$
11	Communications pole contact audit In conjunction with item 10.	10,000 ea	\$	\$
SECTION VI. TOTAL				\$

B. RECAPITULATION OF SECTIONS:

The prospective Bidder may bid on ALL Sections or indicated “NO BID” on Sections not to be considered in the bid. GEUS reserves the right to evaluate each Section, and award on the merit of the pricing of that Section.

SECTION I. TOTAL	\$ _____
SECTION II. TOTAL	\$ _____
SECTION III. TOTAL	\$ _____
SECTION IV. TOTAL	\$ _____

C. SUBCONTRACTORS:

<u>PHASE OF WORK</u>	<u>SUBCONTRACTOR PROPOSED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

D. ADDENDA

The Contractor shall indicate by his signature and date the receipt of any and all addenda issued.

ADDENDUM NO.	DATE RECEIVED	SIGNATURE
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____
8	_____	_____

**REQUEST FOR CERTIFICATE OF EXEMPTION
FROM TEXAS LIMITED SALES, EXCISE AND USE TAX**

Date: _____

TO: GEUS
6000 Joe Ramsey Blvd.
Greenville, TX 75402

RE: Cable and Internet Construction Labor Contract

The undersigned Contractor hereby requests a Certificate of Exemption from the Texas Limited Sales, Excise, and Use Tax in the amount of

_____ (\$ _____)
_____) which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject property.

The undersigned hereby represents that such materials and property have been or will be utilized in the performance of the contract to the full extent or the amount for which such Certificate of Exemption is requested.

Company

By: _____
(Please Print)

Signature: _____

Title: _____
(Please Print)

Address: _____

City State Zip

Phone/Fax

(Seal if Corporation)

CONTRACT

STATE OF TEXAS §

COUNTY OF HUNT §

THIS AGREEMENT, made and entered into this _____ of _____, 2016, by and between GEUS, County of Hunt, State of Texas, acting by and through Gary Singleton, General Manager, GEUS, thereunto authorized to do so, hereinafter referred to as the SYSTEM, and _____ Corporation of the

City of _____, County of _____ and

State of _____, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the SYSTEM and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with the SYSTEM to commence and complete the construction of certain improvements described as follows:

CABLE & INTERNET CONSTRUCTION LABOR CONTRACT

and all extra work in connection therewith, under the terms as stated in the contract documents and at his/her (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him/her and to substantially complete same within the time specified in the contract documents.

The SYSTEM agrees to pay the CONTRACTOR in current funds for performance of the contract in accordance with the proposal submitted therefor subject to additions and deductions, for the unit prices shown on the "Bid Proposal" form.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in the year and day first above written.

ATTEST:

GEUS

SECRETARY/TREASURER

GENERAL MANAGER

Approved as to form:

SYSTEM ATTORNEY

CONTRACTOR

BY: _____

TITLE: _____

ATTEST:

COMPLETE ADDRESS

CONTRACTOR SECRETARY

Mailing Address:

**STATUTORY PERFORMANCE BOND PURSUANT TO
CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE**

KNOW ALL MEN BY THESE PRESENTS, that

(hereinafter called the Principal(s)), as Principal(s), and

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto the GEUS (hereinafter called

the Obligee), in the amount of: _____ Dollars
(\$ _____) lawful money of the United States for the payment whereof, the said
Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee,
dated the _____ day of _____ to:

Cable and Internet Construction Labor Contract

and said Principal under the law is required before commencing the work provided for in said
contract to execute a bond in the amount of said contract, which contract is hereby referred to
and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that
if the said Principal shall faithfully perform the work in accordance with the plans, specifications
and contract documents, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the
Texas Government Code and all liabilities on this bond shall be determined in accordance with
the provisions of said Article to the same extent as if it were copied at length herein. Surety
waives all rights to notice for extension of contract date.

IN WITNESS WHEREOF, the said Principal(s) and Surety(s) have signed and sealed
this instrument this _____ day of _____, 20____.

_____ Surety	_____ Principal
*By:_____ (Title)	By:_____ (Title)
PRINT NAME:	
By:_____ ADDRESS:	(Title)
PHONE/FAX:	
By:_____ (Title)	

The undersigned surety company represents that it is duly qualified to do business in
Texas, and hereby designates _____, an agent resident in

_____ County, Texas, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

By: _____

PRINT NAME:

ADDRESS:

APPROVED AS TO FORM:

PHONE/FAX:

GEUS, TEXAS

By: _____

GEUS Attorney

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the Power of Attorney for our files, AND ATTACHED TO THIS SECTION.

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS
GOVERNMENT CODE AS AMENDED**

KNOW ALL MEN BY THESE PRESENTS, that

(hereinafter called the Principal(s)) as Principal(s), and

(hereinafter called the Surety(s)), as Surety(s), are held and firmly bound unto GEUS
(hereinafter called the Oblige), in the amount of:

_____ Dollars (\$)) lawful money
of the United States for the payment whereof, the said Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____, **FOR**:

Cable and Internet Construction Labor Contract

and said Principal under the law is required before commencing work provided for in said contract to execute a bond in the amount of said contract, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal(s) and Surety(s) have signed and sealed this instrument this _____ day of _____, 20____.

Surety

*By:_____
(Title)
PRINT NAME:
ADDRESS:
PHONE/FAX:

Principal

By:_____
(Title)
By:_____
(Title)
By:_____
(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____, an agent resident in _____ County, Texas, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

By:_____
PRINT NAME:
ADDRESS:
PHONE/FAX:

APPROVED AS TO FORM:

GEUS, TEXAS

By: _____
GEUS Attorney

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, we must have a copy of the Power of Attorney for our files, AND ATTACHED TO THIS SECTION.

CERTIFICATE OF INSURANCE

TO: GEUS
GREENVILLE, TEXAS

DATE: _____
TYPE OF PROJECT: _____

THIS IS TO CERTIFY THAT _____
(Name and Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted hereon.

TYPE OF INSURANCE

POLICY	EFFECTIVE	EXPIRES	LIMITS	OF
<u>LIABILITY</u>				
Workmen's Compensation				
Owner's Protective			Per	Person
\$ _____				
or Contingent			Per	Occur.
\$ _____				
Liability			Property	
\$ _____			Damage	
<hr/>				
Contractor's			Per	Person
\$ _____				
			Per	Occur.
\$ _____				
Protective or			Property	
Contingent Liability			Damage	
\$ _____				
<hr/>				
Automobile			Per	Person
\$ _____				
			Per	Occur.

\$_____

Property
Damage

\$_____

—
The foregoing Policies (do) (do not) cover all sub-contractors.

—
Locations Covered:

Description of Operations Covered:

—
The above policies, either in the body thereof or by appropriate endorsement, provide that they may not be changed or canceled by the insurer in less than the legal time required after the insured has received written notice of such change or cancellation, or in case there is no legal requirement, in less than sixty (60) days in advance of cancellation or change.

FIVE COPIES OF THIS CERTIFICATE

MUST BE SENT TO THE OWNER

(Name of Insurer)

By:_____

Title:_____

Address:_____

Phone/Fax:_____



GENERAL CONDITIONS OF THE AGREEMENT

Any blanket or complete exception to the General Conditions of the Agreement or the Standard Terms and Conditions of the Agreement contained in this IFB made by the Responding Bidder shall render the bid non-responsive and will not be considered by GEUS.

1. SYSTEM

Whenever the word SYSTEM, or the expression Party of the First Part, or First Party, are used in this contract, it shall be understood as referring to GEUS.

2. CONTRACTOR

Whenever the word CONTRACTOR, or the expression Party of the Second Party, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit:

_____ who has
agreed to perform the work embraced in this contract, or to his or their legal representative.

3. SYSTEM'S REPRESENTATIVE

Whenever the word SYSTEM's Representative or Representative is used in this contract, it shall be understood as referring to David McCalla, General Manager, GEUS, under whose supervision these contract documents, including the plans and specifications, were prepared, and who will inspect constructions; or to such other representative, supervisor, or inspector as may be authorized by said SYSTEM to act in any particular under this agreement. Engineers, supervisors or inspectors will act for the SYSTEM under the direction of SYSTEM's Representative, but shall not directly supervise the CONTRACTOR or men acting in behalf of the CONTRACTOR. The SYSTEM's Representative shall have authority to approve change orders involving a decrease or increase in cost of five thousand dollars or less.

4. CONTRACT DOCUMENTS

The contract documents shall consist of the Notice to Bidders, General Instructions to Bidders, Proposal, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificate, and all other documents made available to Bidder for his inspection in accordance with the Notice to Bidders.

5. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Permitted", "Designated", "Required", "Considered Necessary", "Prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the SYSTEM's Representative is intended; and similarly, the words "Approved", "Acceptable", "Satisfactory", or words of like import shall mean approved by or acceptable or satisfactory to the SYSTEM's Representative.

Whenever in the Specifications or drawings accompanying this agreement, the terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases, any question of the fulfillment of said Specifications shall be decided by the SYSTEM's Representative, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the CONTRACTOR for performance of work on the project contemplated by these contract documents. SYSTEM shall have no responsibility to any Subcontractor employed by CONTRACTOR for performance of work on the project contemplated by these contract documents, but said Subcontractor will look exclusively to CONTRACTOR for any payments due Subcontractor.

7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to him who gives the notice.

8. WORK

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer to such recognized standards.

All work shall be done and all materials furnished in strict conformity with the contract documents.

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facilities in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT OF WORK

Except as specifically provided herein, the CONTRACTOR shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the SYSTEM's Representative. The SYSTEM's Representative will check the CONTRACTOR's layout of all major structures and any other layout work done by the CONTRACTOR at CONTRACTOR's request, but this check does not relieve the CONTRACTOR of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The CONTRACTOR shall be furnished with 2 electronic copies of all plans, Profiles and Specifications without expense to him and he shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The SYSTEM's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will he be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. His efforts will be directed towards providing assurances for the SYSTEM that the completed project will conform to the requirements of the contract documents, but he will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the contract documents. On the basis of his on-site observations, he will keep the SYSTEM informed of the progress of the work and will endeavor to guard the SYSTEM against defects and deficiencies in the work of the CONTRACTOR.

13. LINES AND GRADES

All lines and grades shall be furnished by the SYSTEM's Representative whenever necessary for the commencement of the work contemplated by these contract documents or the completion of the work contemplated by these contract documents. Whenever necessary, CONTRACTOR shall suspend his work in order to permit SYSTEM's Representative to comply with this requirement, but such suspension will be as brief as practical and CONTRACTOR shall be allowed no extra compensation therefore. The CONTRACTOR shall give the SYSTEM's Representative ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him, his Subcontractors, or his employees, such stakes, marks, etc., shall be replaced by the SYSTEM's Representative at CONTRACTOR's expense.

14. SYSTEM'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the SYSTEM's Representative shall review all work included herein. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. In order to permit delays and disputes and to discourage litigation, it is further agreed that the SYSTEM's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under this contract. He shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of Representative's estimates and findings shall be conditions precedent to the right of the parties hereto to any action on the contract, and to any rights of the CONTRACTOR to receive any money under this contract. It is the intent of this Agreement that there shall be no delay in the execution of the work, therefore, written decisions or direction of the SYSTEM's Representative as rendered shall be promptly carried out, and any claim arising therefrom shall be thereafter adjudicated in a court of appropriate jurisdiction.

The SYSTEM's Representative shall, within a reasonable time, render and deliver to both the SYSTEM and the CONTRACTOR a written decision on all claims of the parties hereto and on all questions which may arise relative to the execution of the work or the interpretation of the contract, specifications and plans.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the CONTRACTOR that the SYSTEM's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors as the said SYSTEM's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefor. The CONTRACTOR shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors, or inspectors for the proper inspection and examination of the work. The CONTRACTOR shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications, provided, however, should the CONTRACTOR object to any orders by any subordinate engineer, supervisor or inspector, the CONTRACTOR may within six (6) days, make written appeal to the SYSTEM's Representative for his decision.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The CONTRACTOR shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to SYSTEM's Representative. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be binding as if given to the CONTRACTOR. Adequate supervision by competent and reasonable representatives of the CONTRACTOR is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the CONTRACTOR.

The work, from its commencement to completion, shall be under the exclusive charge and control of the CONTRACTOR and all risk in connection therewith shall be borne by the CONTRACTOR.

The SYSTEM or SYSTEM's Representatives will not be responsible for the acts or omissions of the CONTRACTOR, or any subcontractors, or any of his agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the SYSTEM, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

18. CHARACTER OF WORKMEN

The CONTRACTOR agrees to employ only orderly and competent persons, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the SYSTEM's Representative shall inform him in writing that any man or men on the work, are, in his opinion, incompetent, unfaithful, or disorderly, such man or men shall be discharged from the work, and shall not again be employed on the work without the SYSTEM's Representative's written consent.

19. DRUG-FREE WORKPLACE POLICY

It is the SYSTEM's policy to maintain a drug-free workplace. The CONTRACTOR agrees to implement during the progress of this contract a drug-free workplace policy. The policy shall include the following provisions:

- (a) CONTRACTOR shall have a drug-free workplace policy;
- (b) CONTRACTOR shall have a drug awareness program;
- (c) CONTRACTOR shall require all employees to receive a copy of the drug-free workplace policy;
- (d) CONTRACTOR shall notify SYSTEM of any employee conviction arising from drug use;
- (e) CONTRACTOR shall make a "good faith" effort to continue to maintain a drug-free workplace.

20. CONSTRUCTION PLANT

The CONTRACTOR shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that SYSTEM shall furnish same, and it is also understood that SYSTEM shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of men or equipment will be permitted only at such places as the SYSTEM's Representative shall direct, and the sanitary conditions of the grounds in or about satisfactory to the SYSTEM's Representative.

21. SANITATION

Necessary sanitary convenience for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points and shall be approved by the SYSTEM's Representative and their use shall be strictly enforced.

22. OBSERVATION AND TESTING

The SYSTEM or SYSTEM's Representative shall have the right at all reasonable times to observe and test the work. CONTRACTOR shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever work is in preparation or progress. CONTRACTOR shall ascertain the scope of any observation which may be contemplated by SYSTEM or SYSTEM's Representative and shall give ample notice as to the time each part of the work will be ready for such observation. SYSTEM or SYSTEM's Representative may reject any work found to be defective or not in accordance with the Contract documents, regardless of the stage of its completion or the time or place of discovery of such errors, and regardless of whether SYSTEM's Observer has previously accepted the work through oversight or otherwise. If any work should be covered without approval or consent of the SYSTEM, it must, if requested by SYSTEM or SYSTEM's Representative be uncovered for examination at CONTRACTOR's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for SYSTEM or SYSTEM's Representative to make observations of such work or required testing of said work, then in such event SYSTEM or SYSTEM's Representative may require CONTRACTOR to furnish SYSTEM or SYSTEM's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any work which is required to be inspected, tested, or approved, is covered up without approval or consent of the SYSTEM or SYSTEM's Representative, it must, if requested by the SYSTEM or SYSTEM's Representative, be uncovered for observation and testing at the CONTRACTOR's expense. The cost of all such inspections, tests, and approvals shall be borne by the CONTRACTOR unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approval, and any work which meets the requirements of any such tests or approval but does not meet the requirements of the contract documents shall be considered defective. Such defective work shall be corrected at the CONTRACTOR's expense.

Neither observations by the SYSTEM or SYSTEM's Representative, nor inspections, tests, or approvals made by SYSTEM, SYSTEM's Representative, or other persons authorized under this agreement to make such inspections, tests, or approvals, shall relieve the CONTRACTOR from his obligation to perform the work in accordance with the requirements of the contract documents.

23. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the SYSTEM or SYSTEM's Representative as unsuitable or not in conformity with plans, specifications and contract documents, the CONTRACTOR shall, after receipt of written notice thereof from the SYSTEM's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is set forth shall be at CONTRACTOR's expense.

24. CHANGES AND ALTERATIONS

The CONTRACTOR further agrees that the SYSTEM may make such changes and alterations as the SYSTEM may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the SYSTEM shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the SYSTEM shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

25. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the SYSTEM or SYSTEM's Representative to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by CONTRACTOR's proposal, except as provided under Changes and Alterations herein.

It is agreed that the CONTRACTOR shall perform all extra work under the direction of the SYSTEM's Representative when presented with a written work order signed by the SYSTEM's Representative, subject, however, to the right of the CONTRACTOR to require written confirmation of such extra work order by the SYSTEM. It is also agreed that the compensation to be paid to the CONTRACTOR for performing said extra work shall be determined by one or more of the following methods:

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is completed, then the CONTRACTOR shall be paid the actual field cost of the work, plus fifteen (15%) per cent.

In the event said extra work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeeper, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on

machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance bonds, Public Liability and Property Damage and Workmen's Compensation and all other insurances as may be required by law or ordinances or directed by the SYSTEM or SYSTEM's Representative, or by them agreed to. SYSTEM's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the SYSTEM's Representative. The SYSTEM's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the CONTRACTOR. Unless otherwise, agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment, and SYSTEM Expenses adopted by the Associated General CONTRACTORS of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence, and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the CONTRACTOR's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind will be allowed unless ordered in writing by the SYSTEM's Representative. In case any orders or instructions appear to the CONTRACTOR to involve extra work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the SYSTEM's Representative for a written order authorizing such extra work. The decision by the SYSTEM's representative shall be final.

26. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of this contract that all work described in the proposal, the specifications, plans and other contract documents, is to be done for the prices quoted by the CONTRACTOR and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by SYSTEM's Representative. If the CONTRACTOR finds any discrepancies or omissions in these plans, specifications, or contract documents, he should notify the SYSTEM's Representative and obtain a clarification before the bids are received, and if no such request is received by the SYSTEM's Representative prior to the opening of bids, then it shall be considered that the CONTRACTOR fully understands the work to be included and has provided sufficient sums in his proposal to complete the work in accordance with these plans and specifications. It is further understood that any request for clarification must be submitted no later than five (5) days prior to the opening of bids.

27. RIGHT OF SYSTEM TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the SYSTEM or SYSTEM's Representative may order the CONTRACTOR in writing to increase their safety or improve their character and efficiency and the CONTRACTOR shall comply with order. If, at any time, the working force of the CONTRACTOR is inadequate for securing the progress herein specified, the CONTRACTOR shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

28. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

- A. The CONTRACTOR shall take out and procure a policy or policies of Workmen's Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workmen's Compensation laws of the State of Texas. The CONTRACTOR shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state, and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General CONTRACTORs of America, except where incompatible with federal, state or municipal laws or regulations. The CONTRACTOR, his sureties and insurance carriers shall defend, indemnify and save harmless the SYSTEM and all of its officers, agents, or employees, from all suits, actions, or claims of any injuries or damages received or sustained by any person or persons or property, on account of any negligent act or fault of the CONTRACTOR or any subcontractor, their agents or employees, in the execution and supervision of said contract, and the project which is the subject matter of this contract, on account of the failure of CONTRACTOR or any subcontractor to provide necessary barricades, warning lights or signs, and will be required to pay any judgment with costs which may be obtained against the SYSTEM or any of its officers, agents, or employees including attorney's fees.

The safety precautions taken shall be the sole responsibility of the CONTRACTOR, in his sole discretion as an Independent CONTRACTOR; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the SYSTEM, the SYSTEM's Representative concerning omissions which may be given by the SYSTEM, the SYSTEM's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the CONTRACTOR of his duty and shall not be construed as any assumption of duty to supervise safety precautions by either the CONTRACTOR or any of his subcontractors.

B.

1. The CONTRACTOR shall comply with all requirements as set forth in the Texas Government Code Sections 2166.303, et. seq. and Texas Health and Safety Code Section 756.022, et. seq., Acts of the 70th Texas Legislature, for trench excavation in excess of five (5) feet in depth.
2. The successful low bidder will submit a trenching safety plan, for review, to GEUS within 15 days after notification of low bid. A Notice to Proceed will not be issued until GEUS has reviewed the CONTRACTORs trench safety plan.
3. The review, by GEUS trenching safety plan is only for general conformance with the Texas Government Code Sections 2166.303, et. seq. and Texas Health and Safety Code Section 756.022, et. seq. and does not relieve the CONTRACTOR of any or all construction means, methods, techniques, and procedures. Any property damage or bodily injury (including death) that arises from the use of the trench shall remain the sole responsibility of the CONTRACTOR and in no way shall incur liability on GEUS.
4. If necessary, a bid item shall be included in this project for a trench safety system and shall include all fees necessary to incorporate a trench safety system for this project. Also included in this bid item shall be the cost to construct, maintain, and remove such system and all necessary excavation as required by such.

29. CONTRACTOR'S INSURANCE

The CONTRACTOR shall provide and maintain, until the work covered in the contract is completed and accepted by the SYSTEM, the minimum insurance coverage as follows:

- A. Commercial general liability insurance at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include product/completed operations (products/completed operations aggregate equal to general aggregate limit). Coverage for products/completed operations must be maintained for at least two (2) years after the construction work is completed. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the CONTRACTOR's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each occurrence limit.
- B. Workers Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per-occurrence each accident/ \$500,000 by disease per-occurrence/\$500,000 by disease aggregate.
- C. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.
- D. All builders risk insurance at completed value if the contract is for the construction of a structure or building. (A requirement should be included that the builders risk policy provides transit and off-premises coverage for the contract with the builder makes GEUS responsible for material.)
- E. Payment, performance and maintenance bonds in the amount of the contract price on the form specified in the contract documents.

Please note that the required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances (umbrella minimum \$4,000,000 per-occurrence/\$4,000,000 aggregate) provided the primary policy complies with the above requirements and the excess umbrella is following form. The CONTRACTOR may maintain reasonable and customary deductibles, subject to approval by GEUS. A copy of a typical insurance certificate showing limits and types of insurance is included.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis; at limits of \$1,000,000 per occurrence, combined single limits, and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and no restrictions on XCU (explosion, collapse, underground) hazards, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, CONTRACTOR shall specifically endorse applicable insurance policies as follows:

- 1. The SYSTEM and Burns & McDonnell shall be named as an additional insured with respect to all insurance policies, except Worker's Compensation.

2. All liability policies shall include severability of interest provisions and cross liability coverage.
3. All liability policies shall be primary (pay first) in the event of a loss with respect to any other insurance which may be available to the SYSTEM, regardless of how the "other insurance" provisions may read.
4. The general liability policy must not contain any insured vs. insured exclusions.
5. A waiver of subrogation in favor of the SYSTEM shall be contained in the Builder's Risk and Workers Compensation policies.
6. All insurance policies shall be endorsed to require the insurer to immediately notify the SYSTEM of any material change in the insurance coverage.
7. All insurance policies shall be endorsed to the effect that the SYSTEM will receive at least sixty (60) days notice prior to cancellation or termination of the insurance.

All insurance shall be purchased from an insurance company that meets the following requirements:

1. A financial rating of A:VII or better as currently assigned in BEST rating company.
2. Licensed and admitted to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. The company is licensed and admitted to do business in the state of Texas.
2. The insurances set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance.
3. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
4. Shall specifically set forth the notice of cancellation or termination provisions to the SYSTEM.

Upon request, CONTRACTOR shall furnish the SYSTEM with certified copies of all insurance policies.

30. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

The CONTRACTOR agrees that he will indemnify and save the SYSTEM harmless from all claims growing out of any demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, all suppliers, including commissary, incurred in the furtherance of the performance of this contract. When SYSTEM so desires, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature here in above designated have been paid, discharged or waived.

If during the progress of the work, CONTRACTOR shall allow any indebtedness to accrue for work furnished by any of those designated in the preceding paragraph and shall fail to pay and discharge any such indebtedness within five (5) days after demand is made, then SYSTEM may, during the period for which such indebtedness shall remain unpaid, withhold from the unpaid indebtedness or may apply the sum so withheld to discharge any such indebtedness.

Any and all communications between any party under this paragraph must be in writing.

31. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters, patent, or copyright by suitable legal agreement with the Patentee or SYSTEM thereof. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the SYSTEM harmless from any loss on account thereof, except that SYSTEM shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by SYSTEM; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save SYSTEM harmless from any loss on account thereof. If the material or process specified or required by SYSTEM is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives written notice to the SYSTEM of such infringement.

32. LAWS AND ORDINANCES

The CONTRACTOR shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner effect the contract or the work, and shall indemnify and save harmless the SYSTEM against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the CONTRACTOR or his employees. If the CONTRACTOR observes that the plans and specifications are at variance therewith he shall promptly notify the SYSTEM's Representative in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the SYSTEM's Representative, he shall bear all costs arising therefrom.

33. ASSIGNMENT AND SUBLETTING

The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract. The CONTRACTOR further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the SYSTEM, as provided by this contractual agreement.

34. USE OF SUBCONTRACTORS

Upon award of bid, CONTRACTOR shall provide SYSTEM with a list of all possible subcontractors the CONTRACTOR may use for the project. SYSTEM reserves the right to exclude any subcontractor from the project that it reasonably deems unacceptable for the project. The SYSTEM shall notify CONTRACTOR in writing of its intent to exclude any Subcontractor.

35. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the CONTRACTOR and the SYSTEM, that the date of beginning and time for completion as specified in the contract of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

If the CONTRACTOR should neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the SYSTEM, then the CONTRACTOR does hereby agree as part of the consideration for the awarding of this contract, the SYSTEM may withhold permanently from CONTRACTOR's total compensation, in the amounts set forth in the contract documents, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated for completing the work.

It is expressly understood and agreed, by and between CONTRACTOR and the SYSTEM, that the time for the completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

The amount is fixed and agreed upon by and between the CONTRACTOR and the SYSTEM because of the impracticability and extreme difficulty in fixing and ascertaining actual damages the SYSTEM would in such event sustain, and shall be retained by the SYSTEM from current periodical estimates for payments or from final payment.

It is further agreed and understood between the CONTRACTOR and SYSTEM that time is of the essence of this contract.

36. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the proposals; provided, also, that when the SYSTEM is having other work done, either by contract or by his own force, the SYSTEM's Representative may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the SYSTEM shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the SYSTEM's Representative, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

37. EXTENSION OF TIME

The CONTRACTOR agrees that he has submitted his proposal in full recognition of the completion of this project, taking into consideration the average climate range and the industrial conditions prevailing in this locality, and has considered the liquidated damages provision of Paragraph 35 set forth above, and that he shall not be entitled to, nor will he request, an extension of time on this contract, except when his work has been directly and materially delayed by an act of neglect of the SYSTEM, SYSTEM's employees or representatives, or by changes in the ordered work.

In that event, the CONTRACTOR shall apply in writing to the SYSTEM's representative for an extension of time, submitting all written justification as may be required by SYSTEM's representative for such extension. The SYSTEM's representative shall, within 10 days of receipt of a written request, make a decision on the extension of time, and this decision shall be final.

In the event an uncontrollable circumstance arises as provided for in Section 38, CONTRACTOR agrees to follow all provisions of that section.

38. UNCONTROLLABLE CIRCUMSTANCES

In the event a Party hereto cannot fully perform its obligations hereunder due to the intervention of an "Uncontrollable Circumstance", as that term is defined below, then, providing such Party has fully complied with the provisions of this Section, such Party shall be excused from such performance but only to the extent and only in the manner set forth herein.

For the purposes of this Agreement an Uncontrollable Circumstance shall mean:

A. With respect to the CONTRACTOR:

- a. An Act of God in the form of an unusually severe storm, or flood, or fire or similar event, that could not have been anticipated or guarded against which materially affects the work site, including access or egress thereto;
- b. A riot or war situation actually involving the site or actually preventing the CONTRACTOR from working on the Site, but not including any situations involving suppliers off-site other than those essential suppliers set forth in Exhibit A*;
- c. An unanticipated strike involving the forces actually working on the project or involving the employees of those essential suppliers set forth in Exhibit A*, but no other labor stoppage.

*CONTRACTOR must set forth essential suppliers in an Exhibit A within five (5) business days of award of final contract.

Provided however, that no such claimed Uncontrollable Circumstance shall be deemed an Uncontrollable Circumstance for the purposes of this Agreement unless such event actually and directly necessitated a delay in the work which could not be otherwise remedied by taking reasonably prudent steps, and only in the further event that the CONTRACTOR could not reasonably adjust the schedule of the remaining work to deal with, make up for, or otherwise work around the delays resulting from such Uncontrollable Circumstance.

B. With respect to the SYSTEM, an Uncontrollable Circumstance shall mean:

- a. The inability to deliver the Site to the CONTRACTOR as scheduled due to the intervention of a third Party such as a Court or an agency of a higher level of government.
- b. The inability of the SYSTEM to perform its oversight, review and approval functions due to the actual strike of its employees or those of its essential consultants employed for such purpose, but only for such reasonable period of time as might actually be required to replace such forces.

In the event either Party is the victim of an Uncontrollable Circumstance as that term is defined above, such Party shall put the other on written notice as soon as practicably possible. Such notice shall specify the Uncontrollable Circumstance and the anticipated affect it will have on that Party's abilities to perform its obligations under this Contract. As soon thereafter as is practical, but in any event within ten (10) days of such Uncontrollable Circumstance, the affected Party shall provide the Party, in writing, with its plan to deal with the affects of such Uncontrollable Circumstance and with its proposed amendments to all affected schedules necessarily resulting therefrom.

39. HINDRANCE AND DELAYS

In executing the contract agreement the CONTRACTOR agrees that in undertaking to complete the work within the time herein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or otherwise. No charge shall be made by the CONTRACTOR for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the SYSTEM or SYSTEM's Representative for the SYSTEM's convenience in which event such expense as in the judgment of the SYSTEM's Representative that is caused by such stoppage shall be paid by SYSTEM to CONTRACTOR.

40. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

In the event this contract is let on a unit price basis, then SYSTEM and CONTRACTOR agree that this contract, including the specifications, plans, and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their proposals offered for the work. It is understood and agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project.

41. PROTECTION OF ADJOINING PROPERTY

The CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason or said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. The CONTRACTOR agrees to indemnify, save and hold harmless the SYSTEM against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of this contract, but such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

42. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the CONTRACTOR, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the SYSTEM agrees to pay the CONTRACTOR the price set forth in the proposal attached hereto, which has been made a part of this contract, and the CONTRACTOR hereby agrees to receive for the aforesaid work, also, for all expenses incurred by him and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of SYSTEM's Representative.

43. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the Contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. CONTRACTOR shall at any time requested during the progress of the work furnish the SYSTEM or SYSTEM's Representative with a verifying certificate showing the CONTRACTOR's total outstanding indebtedness in connection with the work. Before final payment is made, CONTRACTOR shall satisfy SYSTEM, by affidavit or otherwise, that there are no outstanding liens against SYSTEM's premises by reason of any work under the contract. Acceptance by CONTRACTOR of final payment of the contract price shall constitute a waiver of all claims against SYSTEM which have not theretofore been timely filed as provided in this contract.

44. PARTIAL PAYMENTS

On or before the fifth day of each month, the CONTRACTOR shall submit to SYSTEM's Representative an application for partial payment. SYSTEM's Representative shall review said application for partial payment and the progress of the work made by the CONTRACTOR and if found to be in order shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on-site of the work that are to be fabricated into the work.

The SYSTEM shall then pay the CONTRACTOR on or before the fifteenth day of the current month the total amount of the SYSTEM's Representative's Certificate of Partial Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by SYSTEM under the terms of this agreement. It is understood, however, that in case the whole work be near to completion, and this fact is certified to be SYSTEM's Representative and some unexpected and some unusual delay occurs due to no fault or negligence on the part of the CONTRACTOR, the SYSTEM may upon written recommendation of SYSTEM's Representative pay reasonable and equitable portion of the retained percentage due CONTRACTOR.

45. FINAL COMPLETION AND ACCEPTANCE

Within thirty-one (31) days after the CONTRACTOR has given the SYSTEM's Representative written notice that the work has been completed or substantially completed, the SYSTEM's Representative and the SYSTEM shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the contract documents, the SYSTEM's Representative shall issue to the SYSTEM and CONTRACTOR his certificate of completion, and thereupon it shall be the duty of the SYSTEM within thirty-one (31) days to issue a certificate of acceptance of the work to the CONTRACTOR.

46. FINAL PAYMENT

Upon the issuance of the certificate of completion, the SYSTEM's Representative shall proceed to make final measurement and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement, and shall certify same to the SYSTEM, who shall pay to the CONTRACTOR on or before the 31st day after the date of certificate of completion, the balance due CONTRACTOR under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the certificate of acceptance nor the final payment, nor any provisions in the contract documents shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required in the special conditions (if any) of this contract or required in the specifications made a part of this contract.

47. CORRECTION OF WORK BEFORE FINAL PAYMENT FOR WORK

CONTRACTOR shall promptly remove from SYSTEM's premises all materials condemned by the SYSTEM's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and CONTRACTOR shall at his own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. CONTRACTOR shall also bear the expense of restoring all work of other CONTRACTORS damaged by any such condemned work within a reasonable time after a written notice by the SYSTEM or the SYSTEM's Representative, SYSTEM may remove and replace it at CONTRACTOR's expense.

48. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final payment nor certificate nor any provision in this contract shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The SYSTEM or the SYSTEM's Representative shall give notice of observed defects with reasonable promptness.

49. FINAL WITHHELD

The SYSTEM may, on account of subsequently discovered evidence withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating possible filing of claims.
- (c) Failure of the CONTRACTOR to make payments promptly to subcontractors or for material or labor.
- (d) Damage to another CONTRACTOR.

When the above grounds are removed, or the CONTRACTOR provides a surety bond satisfactory to the SYSTEM, which will protect the SYSTEM in the amount withheld, payment shall be made for amounts withheld because of them.

50. TIME OF FILING CLAIMS

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the SYSTEM's Representative within fifteen (15) days after the SYSTEM's Representative has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The SYSTEM's Representative shall reply to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the decision of the SYSTEM's Representative and the SYSTEM in writing within ten (10) days after the date of delivery to CONTRACTOR of the final decision of the SYSTEM's Representative. It is further agreed that final acceptance by the CONTRACTOR of the final payment shall be a bar to any claim by either party, except where noted otherwise in the contract documents.

51. ABANDONMENT BY CONTRACTOR

In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the SYSTEM or the SYSTEM's Representative, or if the CONTRACTOR fails to comply with the orders or the SYSTEM's Representative, when such orders are consistent with this contract, this Agreement, or the Specifications hereto attached, then the Surety on the bonds shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice and abandonment, the CONTRACTOR shall not remove the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under Surety of the CONTRACTOR, or another CONTRACTOR, in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the SYSTEM may provide for completion of the work in either of the following elective manners:

- (a) The SYSTEM may employ such force of men and use of machinery, equipment, tools, materials and supplies as said SYSTEM may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and the expense so charged shall be deducted and paid by the SYSTEM out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the SYSTEM; or
- (b) The SYSTEM, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the SYSTEM under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the CONTRACTOR or his Surety shall be credited therewith.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified and certificates of completion and acceptance, as provided in paragraph 45 here in above set forth, shall be issued. A complete itemized statement of the contract accounts, certified to be the SYSTEM's Representative as being correct shall then be prepared and delivered to CONTRACTOR and his Surety, whereon the CONTRACTOR or his Surety, or the SYSTEM as the case may be, shall pay the balance due as reflected by said statement within 45 days after the date of certificate of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the SYSTEM had the work been completed by the CONTRACTOR under the terms of this contract, or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the SYSTEM then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due

the SYSTEM within the time designate here in above, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract; provided, however that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the SYSTEM to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the SYSTEM may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the SYSTEM may elect. The SYSTEM shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the CONTRACTOR or his Surety, to their proper SYSTEMs.

52. ABANDONMENT BY SYSTEM

In case the SYSTEM shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools, and equipment, and all materials on the ground that have not been included in payments to the CONTRACTOR and have not been incorporated into the work. Thereupon, the SYSTEM's Representative shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion, and which cannot be utilized. The SYSTEM's Representative shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the SYSTEM and all other sums that may be retained by the SYSTEM under the terms of this Agreement, and shall certify same to the SYSTEM who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

53. BONDS

The successful bidder shall be required to furnish a performance bond and payment bond in accordance with Chapter 2253 of the Texas Government Code in the amount of 100% of the total contract price. The successful bidder will be required to furnish a payment bond in the amount of 100% of the total contract price in the event that said contract price exceeds \$25,000.00. If the contract price does not exceed \$25,000.00, the said payment bond will not be required. In addition, the successful bidder will be required to furnish a performance bond in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000.00. The performance bond will not be required if the contract price does not exceed \$100,000. The successful bidder shall be required to furnish a maintenance bond in the amount of 100% of the total contract. All bonds, if required, shall be submitted on forms supplied by the SYSTEM, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

54. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

55. LOSSES FROM NATURAL CAUSES

Unless otherwise specified herein, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances and the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

56. INDEPENDENT CONTRACTOR

CONTRACTOR is, and shall remain, an independent CONTRACTOR, with full, complete and exclusive power and authority to direct, supervise, and control his own employees and to determine the method of the performance of the work covered hereby. The fact that the SYSTEM or SYSTEM's Representative shall have the right to observe CONTRACTOR's work during his performance and to carry out the other prerogatives which are expressly reserved to and vested in the SYSTEM or SYSTEM's Representative hereunder, is not intended to and shall not at any time change or effect the status of the CONTRACTOR as an independent CONTRACTOR with respect to either the SYSTEM or SYSTEM's Representative or to the CONTRACTOR's own employees or to any other person, firm, or corporation.

57. CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work he shall remove all such debris and also his tools, scaffolding, and surplus materials.

58. CONFORMANCE WITH AMERICAN DISABILITIES ACT OF 1990

"Any person, firm, business, partnership, or corporation that provides a service or function to the public or employees, agents or officials of the SYSTEM which is performed on behalf of the SYSTEM, shall comply with 42 U.S.C. 1210-12213 and any amendments thereto, known as the "American Disabilities Act of 1990"."



SPECIFICATION FOR CABLE AND INTERNET CONSTRUCTION LABOR CONTRACT

1.0 GENERAL

This specification sets forth the specific construction parameters for Cable and Internet MDU Pre-wire and Post-wire plus underground and overhead construction of various sites in Greenville, Texas.

2.0 SCOPE OF WORK

The CONTRACTOR shall furnish all labor, supervision, tools, machinery, and equipment to install cable and high-speed Internet in multi-dwelling units in Greenville, Texas. The GEUS will furnish new materials for assembly by CONTRACTOR. Work under this contract shall include, but shall not be limited to, the following:

3.0 TERM OF CONTRACT

This agreement shall be effective as of the _____ day of _____, 2016 and continue for a period of twelve (12) months. With the consent of both parties, this contract may be continued for two additional periods of twelve (12) months after the initial term. Such renewal is under the same terms and conditions and at the same price, or price basis. Mutual agreement of both parties to renew this contract must be in writing no less than thirty (30) days prior to the end of the initial annual term.

3.1 Termination

The contract may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, the CONTRACTOR will be paid only for services actually rendered up to the receipt of notice of termination. Upon such termination the only liability of SYSTEM will be for payment for any Services performed by CONTRACTOR prior to the effective date of termination.

4.0 LABOR METHODS AND PROCEDURES

4.1 MDU Cable Installation

- 4.1.1 Apartment Pre-wire - Cable to have three feet extending past the wall plate bracket or pre-wire box.
- 4.1.2 Service Pre-wire - Cable to have three feet extending past the pre-wire box and five feet extending into the Pedestal.
- 4.1.3 Cable Routing - Cable should be routed in such a way to avoid abrasion, and direct contact with electrical circuits.
- 4.1.4 Termination-Wall Plates - All cables to be connected to a wall plate and F-81 with three feet extra of cable in the wall.
- 4.1.5 Termination-Pre-wire Wall Box - All cables to be marked with their destination in the apartment. Input cables to be labeled 1 and 2. Connectors installed on all cables with a 4 way splitter

installed and connections to all rooms. Input 2 to be connected to the outlet in the computer hutch.

- 4.1.6 Termination –Pedestal - All cables from units to be connected to Drop / Trap shelf with F-81 secured by a nut. Cables are to be labeled with unit number and 1 or 2 to correspond with numbering inside.

4.2 Broadband Distribution

- 4.2.1 Hardline to be pulled thru conduit according to design drawings;
- 4.2.2 Amps to be rough balanced plus or minus 3 db (5 Mhz to 870 Mhz)
- 4.2.3 Node to be rough balanced plus or minus 3db (5 Mhz to 870 Mhz)
- 4.2.4 All actives to be balanced to unity gain on the reverse path
- 4.2.5 No Node or Amp to be activated while un-terminated, resulting damage to be back charged to contractor.
- 4.2.6 After rough balance, notify GEUS for sweep and EOL testing.
- 4.2.7 All hard line to be installed in accordance with SCTE recommended practices for Coaxial Cable construction (copyright 1996 by Society of Cable Telecommunications Engineers, Inc.)
- 4.2.8 All fiber to be installed in accordance with SCTE recommended practices for Optical Fiber and Construction and Testing (second edition).

4.3 Misc. Services

4.3.1 Customer Drop Buries

- All drop buries in ¾" roll pipe minimum of 18" deep.

4.3.2 Tap Audit / Pole attachment Audit

- Audit tap for paying customers by GEUS supplied information and disconnect/terminate non paying customers as required.
- Audit SDU box for proper filter as determined by level of service and filter as necessary.
- Audit Pole for Communication Contacts and document on system maps provided by GEUS. Document Clearance problems, broken down guys, broken lashing wire, pole transfers etc.

4.3.3 Sweeping and Node Documentation

- Sweep and Balance to system spec.
 - 1. Identify cable repairs and or replacement needed to the plant to bring into spec.
 - 2. Document system performance at the end of each line in the node.

5.0 MATERIALS TO BE SUPPLIED BY GEUS

- 5.1 Materials shall be supplied by GEUS consistent with GEUS' existing HFC Plant.

6.0 BILLING

- 6.1 Billing for Pre-wire to be by building and footage
- 6.2 Billing for Termination and trim out to be by the building.
- 6.3 Billing for Cable and splicing to be consistent with build out of each building and invoicing referenced to the design map.
- 6.4 Bill of Materials (Bill of Materials List will be provided per project)
- 6.5 Progress Payments allowable for project exceeding 30 days in length to be billed in reference to design drawings.
- 6.7 Projects less than 30 days in length will be paid in lump sum upon completion.

7.0 CONSTRUCTION STANDARDS

7.1 If within this document if there is no specific reference to a method or procedure, refer to the following:

- 7.1.1 SCTE Recommended practices for coaxial cable construction and testing.
- 7.1.2 SCTE Installer Certification Manual
- 7.1.3 National Electric Safety Code
- 7.1.4 NEC
- 7.1.5 Installation practices as defined by the equipment manufacture. (Example Digicon, Gilbert, Commscope.)

8.0 MAILING ADDRESSES

8.1 The mailing address of the OWNER is:

GEUS
6000 Joe Ramsey Blvd.
Greenville, TX 75402
Phone: (903) 457-2800
FAX: (903) 457-2893

8.2 The CONTRACTOR shall designate a responsible person in charge of the project and shall furnish his name, address, and telephone number.

9.0 INTENT OF THE SYSTEM

The SYSTEM will enter into a contract with the successful bidder for the work described in 2.0 above, hereinafter referred to as the PROJECT.

10.0 MATERIAL STATUS

The SYSTEM has on hand (or on order) and will furnish all materials for the PROJECT. The CONTRACTOR shall be responsible for the SYSTEM-furnished material after having received, checked and accepted said material. The CONTRACTOR shall thereafter replace any missing, stolen, or damaged SYSTEM-furnished material at no cost to the SYSTEM.

CONTRACTOR shall be responsible for loading materials at the SYSTEM's warehouse, and transporting materials to the job site.

11.0 CONTRACTOR'S PARTICULAR UNDERTAKING

- 11.1 The CONTRACTOR shall furnish all labor and transportation to successfully install the facilities required for the completion of the PROJECT in accordance with these specifications.
- 11.2 A construction superintendent shall be appointed by the CONTRACTOR. The superintendent shall be a full-time employee of the CONTRACTOR (not an employee of any subcontractor) and shall be responsible for the overall coordination of all work performed by the CONTRACTOR under this Contract. The construction superintendent shall attend the preconstruction conference and shall be available at the job site at all times when construction work is in progress to receive instruction from the SYSTEM. The CONTRACTOR's construction superintendent shall satisfy himself that all work done by the CONTRACTOR and/or subcontractors is such that proper fit will be accomplished, and

any resetting, realignment, and replacement of supplies, etc., during construction will be at CONTRACTOR's expense.

12.0 CONSTRUCTION SCHEDULE

- 12.1 The total PROJECT must be complete to coincide with building construction. The CONTRACTOR shall prepare and present to the SYSTEM an orderly schedule for the completion of the work. Weather, terrain, and the time required for construction shall be carefully evaluated by the CONTRACTOR in preparing said schedule. The construction work shall be scheduled in a manner that will promote continuity and full scale activity. Delay to building construction will not be permitted.
- 12.2 A preconstruction conference shall be scheduled in which the representatives of the SYSTEM and the CONTRACTOR shall participate prior to commencement of EACH project. The CONTRACTOR shall present two copies each of the proposed construction schedule to the SYSTEM prior to construction.

13.0 SCOPE, NATURE, AND INTENT OF SPECIFICATIONS

- 13.1 Specifications and the drawings supplement each other and together constitute one complete set of specifications and drawings, so that any work exhibited in one and not in the other shall be executed as if it had been set forth in both.
- 13.2 It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the contract and specifications. It is incumbent upon the CONTRACTOR that the CONTRACTOR shall furnish the work complete and that the work be satisfactory in all respects and fulfill the guarantees of the job specifications.
- 13.3 Should anything be omitted from the specifications, which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the CONTRACTOR shall secure written instructions from the SYSTEM and/or Engineers before proceeding with the construction affected by such omissions and/or discrepancies.

14.0 EXAMINATION OF SITES

- 14.1 The CONTRACTOR shall examine the site over which the project will be constructed and shall conduct the necessary investigations to inform himself thoroughly of all difficulties which may be involved in the completion of the work in accordance with the specifications and drawings.
- 14.2 No plea of ignorance of conditions that exist or difficulties that may be encountered in execution of the work (due to failure to make the necessary preliminary examination and investigation) will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all of the requirements of the specifications.
- 14.3 CONTRACTOR shall contact all potential owners of buried facilities in proximity to this work. CONTRACTOR shall be responsible for locating and protecting buried facilities.
- 14.4 The CONTRACTOR shall be wholly responsible for the cost of any damage due to any underground pipes or other objects and for the cost of any and all extra work, including pole and hole relocation,

over and above that shown on the drawings which may result from the location of such unknown pipes or objects regardless of whether such pipes or objects are shown on the drawings. The CONTRACTOR shall be responsible for notifying the SYSTEM immediately if any underground object is struck at any location where the CONTRACTOR is digging.

15.0 WORKING TOOLS AND EQUIPMENT

- 15.1 The CONTRACTOR shall furnish at his own expense all necessary construction equipment.
- 15.2 All construction work shall be done in a thorough and workmanlike manner in accordance with the Plans, Specifications, and Construction Drawings, and shall be subject to the acceptance of the SYSTEM.

16.0 CLEAN-UP

At the completion of the work hereunder, the CONTRACTOR shall clean up the site to the complete satisfaction of the SYSTEM. All reels, crates, and other packing materials shall be picked up and disposed. Any excess material shall be returned to GEUS and all CONTRACTOR equipment shall be promptly removed from the property.

17.0 PLANNING

The CONTRACTOR shall plan the work for each construction phase in such a manner that the work for that particular phase will proceed smoothly and without delays, other than inclement weather, to completion on schedule. Equipment availability, transportation facilities, available manpower, etc., shall be coordinated to meet the construction schedule.

18.0 DEFINITIONS

- 18.1 Apartment Pre-wire- placement of RG-6QS cable in the Apartment from the Flush mount Pre-wire box to the outlets as designated on the Design Print prior to the sheetrock being installed.
- 18.2 Service Pre-wire- placement of RG-6QS Dual from the Pedestal on the appropriate end of the building to the Flush mount Pre-wire Box.
- 18.3 Termination- final step in completing the installation in the apartment and is to include installation of connectors on all cables, wall plates, 4 way in the pre-wire box and labeling of all cables in the pre-wire box as to their destination.
- 18.4 Testing-RF high pilot measurement of all cable and documented for each apartment by outlet.
- 18.5 Contractor-All personnel working on the site will be directly employed by the primary contractor, no sub-contracting.
- 18.6 Billable Damage- Damage that can be documented by the contractor to a company or individual. Damage sustained to cable and or materials due to negligence by the contractor will be the responsibility of the Contractor.



NOTICE OF ACCEPTANCE

TO: _____
Name of Bidder

Address of Bidder

City and State of Bidder

The GEUS Board having considered the proposals submitted and opened on the _____ day of _____, 2016, for work to be done and materials to be furnished in and for:

CABLE & INTERNET CONSTRUCTION LABOR CONTRACT

as set forth in detail in the Specifications, Plans, and Contract Documents for such work for GEUS; it appearing that your proposal is fair, equitable and to the best interest of said Board, please take notice that said proposal was accepted by GEUS on the _____ day of _____, 2016, at the bid price contained therein, subject to the execution of and furnishing of all contract documents including "Contract", necessary bonds, and insurance certificates in duplicate. It will be necessary for you to execute and furnish to the GEUS Board all such documents within ten (10) days from your receipt of this Notice. Conforming copies of contract documents will be returned for your records.

The five (5%) percent bid security, submitted with your proposal, will be returned upon the execution of such contract documents and bonds within the above specified ten (10) day period. In the event you should fail to execute and furnish such contract documents and bonds within the time limit specified, said bid security will be retained by the GEUS.

GEUS

The System's Representative