# SPECIFICATIONS FOR

### WOODVILLE ELEMENTARY SCHOOL



# WOODVILLE UNION SCHOOL DISTRICT

**Project: WOODVILLE USD WIRING PROJECT** 

Mandatory Bidders Walk: Friday, April 21, 2017 at 2:00 pm @ WUSD Office 16563 Road 168, Porterville CA 93257

**Bid Closing Date**: Wednesday, May 3, 2017; 10:00A.M. @ WUSD Office; 16563 Road 168, Porterville CA 93257

### **Bid Response Form**

Name of Bidder:	

To: the Woodville Union School District acting by and through its Governing Board, herein called the "DISTRICT."

Pursuant to your Notice Calling for Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the complete contract, as defined in the Agreement, the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:

**Woodville USD Wiring Project** 

### **Bid Response Form**

Name of Bidder:
To: the Woodville Union School District acting by and through its Governing Board, herein called the "DISTRICT."
Pursuant to your Notice Calling for Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the complete contract, as defined in the Agreement, the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required, including sheeting, shoring and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, in connection with the following:
Woodville USD Wiring Project
All in strict conformity with the drawings and specifications and other Contract documents on file at the District for the sum of:
DOLLARS (\$)
Completion date: N/A Number of days:
Signed By: Date:
Name and Title:

(Please print)

### **BID FORM**

Name of Bidder:
Project: WOODVILLE USD WIRING PROJECT
Project #:
To: , referred to as "OWNER."
A. In compliance with your Notice to Contractors Calling for Bids and related documents the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, including sheeting, shoring, and bracing, or equivalent method for protection of life and limb in trenches and open excavation in conformance with applicable safety orders, within the time limits set for completion of all work all in strict conformity with the drawings and specifications and other contract documents including Addenda Nos.  [list all]
dollars. [written in words]
\$ . [written in numbers]
B. If any of the following alternate bids are utilized and awarded, the undersigned agrees to make price adjustments, as indicated, to the Base Bid.
ALTERNATE BID 1:
[description of alternate]
State the amount to be added deducted to/from the Base Bid for Alternate Bid 1. [select one]

dollars. [written in words]
\$ . [written in numbers]
ALTERNATE BID 2:
[description of alternate]
State the amount to be added deducted to/from the Base Bid for Alternate Bid 2. [select one]
dollars. [written in words]
\$ . [written in numbers]
ALTERNATE BID 3:
[description of alternate]
State the amount to be added deducted to/from the Base Bid for Alternate Bid 3. [select one]
dollars. [written in words]
\$ . [written in numbers]
REFER TO ANY ATTACHMENTS TO THIS BID FORM FOR ADDITIONAL ALTERNATES
C. The Bidder agrees that upon written notice of acceptance of this bid, he will execute the contract and provide all bonds and other required documents within ten (10) working days after contract award.
D. Attached is bid security not less than 10 percent of the bid, in the amount of \$ , in the form of \( \sum_{\text{(cash)}} \sum_{\text{(bid bond)}} \sum_{\text{(certified check)}} \sum_{\text{(cashier's check)}}. \( \sum_{\text{(check one]}} \)

- E. The Bidder acknowledges that OWNER reserves the right to accept or reject any and/or all Base Bids and alternate bids. This entire bid shall remain open and active for sixty (60) days after bid opening, and any alternate bids not initially awarded shall remain active, as an irrevocable offer by the Bidder to enter into either a change order or separate contract, for up to six months after award of the contract.
- F. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Agreement and will also furnish and deliver to OWNER the Performance Bond and a separate Payment Bond as specified, certificates of insurance, and other required documents.
- G. It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Construction Agreement, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.
- H. In submitting this bid, the Bidder offers and agrees that if the bid is accepted it will assign to OWNER all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 and following sections) arising from purchases of goods, materials, or services by the Bidder for sale to OWNER pursuant to the bid. Such assignment shall be made and become effective at the time OWNER tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4552.)
- I. The Bidder hereby certifies that it is, and at all times during the performance of work under the Contract Documents shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless, and defend OWNER against any and all actions, proceedings, penalties, or claims arising out of the Bidder's failure to comply strictly with the IRCA.
- J. The Bidder understands that a licensed contractor shall not submit a bid to a public agency unless the Bidder's contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, may be considered non-responsive and may be rejected by the public agency.

K.	Bidder's contractor's license is:	[number]	[class]	[expires]
	ſL	OIR registration numb	per]	[expires]

- L. Attached is Bidder's AB 1565 Prequalification Questionnaire Validation Form (if required by the Notice to Contractors Calling for Bids, paragraph 20, and the Instructions to Bidders, paragraph 36).
- M. The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and are made under penalty of the perjury laws of the State of California.

### INDIVIDUAL/DBA

*Signature:		
Print Name:		
Business Address:		
Date: Telephone:		
	PARTNERSHIP	
Partnership Name: *By:		, Partner
Print Name:		
Business Address:		
Date: Telephone:		
Names of Other Partners:		
	CORPORATION	
Corporation Name: , a (State of Incorporation)		
Business Address:		
Date: Telephone:		
	[Required] ve Officer/Vice President) [Circle One]	[Seal]
Print Name:		

*By: [Re (Secretary/Treasurer/Chief Financial Officer/Assistation)	
Print Name:	
JOINT VENTU	RE
Joint Venturer Name:	
*Signed by:	(Joint Venturer)
Print Name:	
Business Address:	
Date: Telephone:	
Other Parties to Joint Venture:	
If an individual joint venturer:	
*By:	(Signature)
Print Name:	
If a DBA joint venturer:	
*By:Print Name:	(Signature)
If a partnership joint venturer: *By:	(Signature)
Print Name:	
If a Corporation joint venturer:	[Seal]
(Name) a Corporation. (State of Incorporation)  *By:  Print Name:  Title:	

\*Important Notice: Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to <a href="http://www.dir.ca.gov/Public-Works/PublicWorks.html">http://www.dir.ca.gov/Public-Works/PublicWorks.html</a> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

### 06-BID BOND

### IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

# PROJECT TITLE/BID #: WOODVILLE USD WIRING PROJECT OWNER: Woodville Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, as Principal, and as Surety, are held and firmly bound unto the Woodville Union School District (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated , 2017, for: \$ .

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this day of , 20 , the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:	PRINCIPAL	
	By:	
	Title:	
DATED:	SURETY	
	By:	
	Title:	

Note: Signatures of those executing for the Surety must be properly acknowledged.

### 04-SUBSTITUTION LISTING

\*\*TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID\*\*

### TO: WOODVILLE UNION SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled: Project Title/Bid #: WOODVILLE USD WIRING PROJECT

Please complete, attaching additional sheets as necessary:

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

Bidder proposes [check one]:				
Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction	

All bids should be calculated and submitted on the assumption that substitution

requests will not be approved.

2.

3.

4. Bidder hereby certifies that the respects to what is specified, unless others.	requested substitutions are equal or better in all nerwise noted.
SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON BID FORM	BIDDER:
	By:
	Print Name:

# 07-NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

#### PROJECT TITLE/BID #: WOODVILLE USD WIRING PROJECT

OWNER: WOODVILLE UNION SCHOOL DISTRICT

The undersigned declares:

I am the of , the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at [city], [state].

Contractor:		
By	 	
Title:		
Signature:		

### **Information Required of Bidder**

The Bidder shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information depending on the Project.

(1) Firm name and address:	
(2) Telephone:	
(3) Type of firm: (check one)	
Individual	
Partnership	
Corporation	
(4) License No Class:	
Name of license holder	_
(5) Have you or any of your principals ever been licensed under a different name or olicense number? Response must include information pertaining to principals' associate of the firm bidding this Project.	
If Yes, give name and license number	
(6) Names and titles of all principals of the firm:	

(7) Number of years as a contractor in this type of construction work:
(8) Person who inspected work site for your firm:
Name and Title:
Date of Inspection:
(9) How many years experience has your firm had in school construction work?
(a) as a general contractor?
(b) as a subcontractor?
(10) Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm bidding this Project If the answer is "Yes," give dates, names and address of surety and details.
(11) Have you or any of your principals been assessed damages for any project in the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project If Yes, explain:

a question or que Response must in	estions relating to a public cons include information pertaining t	a litigation or arbitration or dispute of any kind on struction project during the past three years? to principals' association outside of the firm ame of public agency and details of the dispute.
Response must in	any of your principals ever fa	iled to complete a project in the last three years? to principals' association outside of the firm name and details:
jobs you have wo	orked on in the past three years	
<u>Name</u>	<u>Address</u>	<u>Telephone</u> ()
		()
		()

· · · · · · · · · · · · · · · · · · ·	ny direct or indirect business, financial or or consultant of the District or Architect?	
(16) Additional information required:		-
		-
Equipment/Material Source Information		-
shall be set forth below. Only one manufa Bidder agrees that in the event any listed documents, it will, prior to award, submit such manufacturer's equipment complies the opinion of the Architect, the listed ma	ece of equipment that will be installed in the acturer of each piece of equipment shall be manufacturer is not specifically named in a complete information satisfactory to the a with all requirements of the Project document anufacturer's equipment does not comply we ded unless, prior to award, the bidder agrees ange in the bid price.	e listed. the Project Architect that nents. If, in with the
Equipment/Material	<u>Manufacturer</u>	
	·	

(Recommend that this document also be submitted if District is prequalifying bidders under Public Contract Code Section 20111.5)

<u>List of References</u> - Public Works Projects of similar nature preferably in a school/community college/university within the last three (3) years. DISTRICT has discretion to require more than three references.

1. Name:
Address and Telephone:
Contact Person:
Type of Construction Project:
Dates of commencement and completion of Construction Project:
Contract Amount:
Architect:
Architect's Address and Telephone:
DSA or public agency inspector:
Address and Telephone:
2. Name :
Address and Telephone:
Contact Person:
Type of Construction Project:

Dates of commencement and completion of Construction Project:		
Contract Amount:		
Architect:		
Architect's Address and Telephone:		
DSA or public agency inspector:		
Address and Telephone:		
3. Name:		
Address and Telephone:		
Contact Person:		
Type of Construction Project:		
Dates of commencement and completion of Construction Project:		
Contract Amount:		
Architect:		
Architect's Address and Telephone:		
DSA or public agency inspector:		
Address and Telephone:		

foregoing Informati	on Required of Bidder pages 1 t	the laws of the State of California that the hrough 7 is true and correct. Executed this
day of	, 19, at	(City, County), State of
	·	
Signature		
Print Name		
Title		

### LICENSE/CERTIFICATION INFORMATION

(Contractor)

License/Certification Nun	nber:	
Classification:		
Company Name:		
Address:		
Business Telephone:		
FAX:		
Emergency Telephone:		
Signed:	Date:	
Title:		
	(attach copy of license/certification here)	

### 05-LIST OF SUBCONTRACTORS

#### TO BE SUBMITTED WITH BID

## PROJECT TITLE: BID #: WOODVILLE USD WIRING PROJECT OWNER: WOODVILLE UNION SCHOOL DISTRICT

- A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:
- 1. The name, location of the place of business California contractor license number and DIR registration number of:
  - a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;
  - b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;
  - 2. The portion of the work which will be done by each subcontractor.
- B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.
- C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.
- D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.
- E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.
- F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER
Firm Name:			
	By:	gnature must match the	at on bid]
	Print Name		

### WOODVILLE UNION SCHOOL DISTRICT

### PREVAILING WAGE REQUIREMENTS

This project is subject to and Contractor must comply with the prevailing wage rates and "working hours" laws of the State of California as contained in Labor Code Sections 1720 through 1815. These provisions include, but are not limited to, payment of prevailing wage rates (Labor Code Section 1771), payment of travel and subsistence (Labor Code Section 1773.8), maintenance of payroll records (Labor Code Section 1776), employment of apprentices (Labor Code Section 1777.5), and compliance with the "working hours" provisions of Labor Code Sections 1810, et seq.

### 20-DRUG-FREE WORKPLACE CERTIFICATION

# PROJECT TITLE/BID #: WOODVILLE USD WIRING PROJECT OWNER: WOODVILLE UNION SCHOOL DISTGRICT

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. The availability of drug counseling, rehabilitation, and employee-assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the

statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor	
Signature	
Print Name Above	
Print Title Above	
Date:	

### 08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

## PROJECT TITLE/BID #: WOODVILLE USD WIRING PROJECT OWNER: WOODVILLE UNION SCHOOL DISTRICT

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

- 1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
- 2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
- 3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at	, California, on	, 20 .
		Firm Name:
		By:
		Title:
		Signed:
		[Signature must match that on bid]

### 12-PAYMENT BOND

#### KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the WOODVILLE UNION SCHOOL DISTRICT, (referred to as "Owner"), has awarded to (referred to as the "Contractor/ Principal") a contract for the work described as follows:

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract:

NOW, THEREFORE, we, the Contractor/Principal and as Surety, are held firmly bound unto Owner in the penal sum of Dollars (\$ ), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for

whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety Name & address of agent or representative in California, if different than above Telephone # of Surety, or agent or representative in California IN WITNESS WHEREOF, we have hereto set our hands and seals on this day of 20 [SEAL] Contractor/Principal By: \_\_\_\_\_ Signature Print Name Above Print Title Above Surety: By: \_\_\_\_\_ Signature Print Name Above

Print Title Above

#### [SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

### STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY

The undersigne	guarantees that
	(name of company)
is an equal opp	rtunity employer and can, if requested, show evidence of good faith effort to
improve minor	y and balanced sexual representation in its employ.
Signed:	
Title:	
Date:	

### **15-GUARANTEE**

PROJECT TITLE: BID #: WOODVILLE USD WIRING PROJECT OWNER: WOODVILLE UNION SCHOOL DISTRICT

We guarantee that the construction work described above has been performed in accordance with, and complies with, the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be required in connection with it, that may prove to be defective in workmanship or material within a period of one year from the date of acceptance of the project by Owner and the filing of the final verified report with the Division of State Architect (DSA), ordinary wear and tear excepted.

In the event of our failure to comply with these conditions within the applicable time frame as determined by Owner pursuant to the Contact Documents, in no event later than one week after being notified in writing by Owner, we authorize Owner to proceed to have the defects repaired at our expense, for which we will pay the costs and charges upon demand.

Date:	Name of Contractor
	By:Signature Print Name: Title:
Representative of Contractor to be Contacted for Service:	
Name:	
Address:	
Telephone number of Contact:	

### **Information for Bidders**

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

- 1. <u>Preparation of Bid Form.</u> The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.
- 2. Form and Delivery of Bids. The bid must conform and be responsive to all Project documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: \_WOODVILLE UNION SCHOOL DISTRICT, 16563 Road 168, PORTERVILLE, CA 93257, and must be received on or before the time set forth in the Notice Calling for bids for the opening of bids. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Calling for Bids for the opening of bids, the sealed bids will be opened and publicly read aloud at the place indicated in the Notice Calling for Bids. However, if the Information for Bidders calls for the prequalification of bidders pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.
- 3. <u>Bid Security.</u> Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within <u>TEN</u> (10) working days after award of the contract, and will furnish prior to the execution of the Agreement, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than <u>50</u> percent (50%) of the total bid price in accordance with the Project documents and Civil Code Section 3248, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions. The Faithful Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions. In case of refusal or failure to timely execute the Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included herein.

- 4. Signature. The Bid Form, all bonds, the Designation of Subcontractors Form, all Information Required of Bidder or prequalification forms, Workers Compensation Certificate, Drug Free Workplace Certification, Non-Collusion Affidavit, the Agreement, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall be the agent of the joint venture or partnership, who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the contract resulting therefrom for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
- 5. <u>Modifications</u>. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by bidder postmarked prior to the opening of bids or a facsimile modification duly signed by bidder received prior to the opening of bids may be considered.
- 6. <u>Erasures, Inconsistent or Illegible Bids.</u> The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the bid. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as not being responsive.
- 7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. DISTRICT is

not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

- 8. Withdrawal of Bids. Any bid may be withdrawn, either personally, by written request, or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of <u>TEN</u>(10) days after the date set for the opening of bids.
- 9. <u>Agreement and Bonds.</u> The Agreement which the successful bidder, as CONTRACTOR, will be required to execute, and the form of the payment bond which such CONTRACTOR will be required to furnish in accordance with Civil Code Section 3247 prior to execution of the Agreement, are included in the Project documents and should be carefully examined by the bidder. Unless otherwise specified in Special Conditions, the payment bond shall be in the amount not less than <u>fifty</u> percent (<u>50</u> %) of the amount of the contract in accordance with the Project documents and Civil Code section 3248. The CONTRACTOR will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project documents, and certificates of insurance as required in the contract, all prior to execution of the Agreement.
- 10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project documents will be made only by addendum duly issued by the District, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Project documents. No person is authorized to make any oral interpretation of any provision in the Project documents, nor shall any oral interpretation be binding on the DISTRICT. If discrepancies on drawings, or in plans or specifications, or conflicts between drawings, plans, specifications, terms or conditions exist, the interpretation of the District shall prevail. Bidder shall become familiar with the plans, specifications and drawings. SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT THE PLANS, SPECIFICATIONS AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED

## BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

- 11. <u>Bidders Interested in More Than One Bid.</u> No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.
- 12. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsive and responsible bidder In the event an award of the contract is made to bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within fifteen (15) working days after the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or release all bidders.
- 13. <u>Alternatives.</u> If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsive and responsible bidder on the base bid, or on the base bid and any alternate and any deductive or base bid and any combination of alternates and any deductives.
- 14. Public Contract Code Section 20111.5 Prequalification of Bidders. As a condition of bidding the Project and in accordance with the provisions of Public Contract Code Section 20111.5, prospective bidders are required to submit to the DISTRICT, no later than five (5) days prior to the date fixed for the public opening of sealed bids, a completed prequalification questionnaire and financial statement on forms provided by the DISTRICT. These documents will be the basis for determining which bidders are qualified to bid this Project. Bidders will be notified by telephone and by mail of their prequalification within four (4) days after submission of their prequalification documents. Bids will not be accepted from any bidder who has not been prequalified at least one (1) day prior to the bid opening. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification questionnaire and financial statement will be kept confidential. Prequalification documents may be obtained by contacting:
- 15. <u>Listing Subcontractors</u>. Each bidder shall submit, on the form furnished with the Project documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid.
- 16. <u>Workers' Compensation.</u> In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT the

following certificate prior to performing the work: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Project documents.

- 17. Contractor's License. If, at the time of the bid opening date and time, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code of the State of California and the Notice Calling for Bids, such bid will be rejected as nonresponsive. Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void. If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the California Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of California Business and Professions Code Section 7059.
- 18. <u>Anti-Discrimination</u>. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by such bidder.
- 19. <u>Hold Harmless</u>. The successful bidder awarded the contract shall indemnify and hold harmless the DISTRICT, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- (a) Liability for damages for (1) death or bodily injury to person(s); (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the bidder upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect, or default of the bidder, or any person, firm, or corporation employed by the bidder CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Project, whether said injury or damage occurs either on or off District property, if the liability arose from the negligence or willful misconduct of anyone employed by the bidder, either directly or by independent contract.

The bidder, at bidder own expense, cost, and risk shall defend at DISTRICT's request, any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT,

its governing board, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its governing board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### 20. Substitutions.

- (a) Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will <u>not</u> be considered.
- (b) With respect to any materials, process, service or equipment listed in the bid, unless the bidder clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified.
- (c) The brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. The awarding of the contract to a bidder who has indicated in its bid that it is proposing to use an "equal" item shall <u>not</u> constitute an admission by the DISTRICT of the equality of that item. It is expressly understood and agreed by the bidder that, in so awarding this contract, the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed "equal" item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefor which meets with the approval of the DISTRICT.
- (d) With respect to all proposed substitutions of "equal" items, the bidder to whom the contract has been awarded shall submit all pertinent and appropriate data substantiating its request for substitutions within thirty-five (35) days after the award of the contract. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of "equal" items within thirty (30) days after the submission by the bidder of the bidder's substantiating data. Also such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder's failure to request the substitution of an item at the times and in the manner set forth herein.
- (e) Price, fitness and quality being equal with regard to supplies, the DISTRICT may prefer supplies grown, manufactured, or produced in California and may next prefer supplies partialy manufactured, grown, or produced in California provided the bids of said suppliers or

the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. Government Code section 4330-4334.

- 21. <u>Presumption of Surety Qualifications.</u> All surety companies with a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and qualified to do business in California shall be presumed to be satisfactory to the DISTRICT for the issuance of insurance and bonds. In the alternative, any surety company who satisfies the requirements set forth in California Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds.
- 22. <u>Liquidated Damages</u>. All work must be completed within the time limits set forth in the Notice Calling For Bids. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain but that the sum of <u>five hundred</u> Dollars (\$500.00) per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of <u>five hundred</u> Dollars (\$500.00) for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder.
- 23. <u>Drug-Free Workplace Certification.</u> Pursuant to Government Code Sections 8350 et seq., the successful bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certificate in order to insure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
- 24. <u>Noncollusion Affidavit.</u> In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.
- 25. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments in securities, and the successful bidder shall receive interest earned on such investment

upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300. The successful bidder shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of the successful bidder. Such bidder must complete and execute the Escrow Agreement and submit it to the DISTRICT.

## WOODVILLE UNION SCHOOL DISTRICT

#### WIRING PROJECT

# E – RATE BID LOCAL AREA NETWORK

**BID POSTING DATE: Thursday, March 23, 2017** 

MANDATORY BIDDERS WALK: Friday, April 21, 2017, 2:00 pm

BID CLOSING DATE: Wednesday, May, 2017, 10:00 am

Form 470:

### **SCOPE OF WORK**

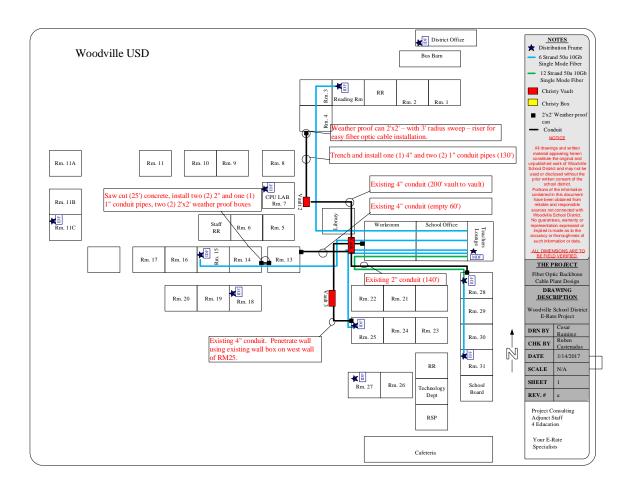
- 1. Contractor to purchase, install, terminate, label, test and document all materials for a Local Area Network cable plant infrastructure in all MDF and IDF as indicated on non-scaled drawings supplied. Contractor will comply with all ANSI/EIA/TIA 568A, 569, 570, 606, TSB67, 72, 75 and TSB95 standards.
- 2. All National Electrical Codes, NFPA70 (1999 edition), State, County, City laws, standards, ordinances, regulations and codes are to be strictly adhered to by the Contractor. Any judgments, fines or court actions resulting from the work performed by the Contractor will hold harmless the Woodville School District Board of Trustees, Woodville School District employees and their agents.
- 3. Contractor to submit Name and Pager/Cell/Fax numbers of designated Project Manager, Supervisor, Superintendent, Foreman or Lead person to be present when employees of the Contractor, or Sub-Contractor are on site to ensure all employees conduct themselves in a safe, courteous and professional manner. Any infraction of behavior specified, observed by parents, Board members, School Staff, District Staff or their agents will result in the immediate removal of the person or persons committing the infraction for the duration of the project, and the possibility of forfeiture of the Contract.
- 4. No smoking, chewing tobacco, drugs or alcoholic beverages are permitted any where on this property at any time. This includes vehicles parked on the property.

- 5. The Woodville School District will determine work hours, assign restroom facilities, eating area and if available, secured storage area for materials. No food or beverages are permitted anywhere other than assigned area for this purpose.
- 6. Work sites will be kept free of trash, tools, materials and equipment during working hours to ensure the safety, minimum traffic interference and disruption of the working day of all persons at the work site. Contractor will provide all safety barriers required for blocking off area where overhead or underground work is required.
- 7. Any change deemed necessary by the Contractor to the Scope of Work, Specifications or Drawings supplied must be requested in writing to the Woodville School District for approval. A complete description of work to be performed, a detailed line item materials list with unit pricing and quantities, manufactures specifications of materials to be used, rental prices of equipment needed, time line to make change if it impacts the agreed upon contract finish date and complete labor cost are required. The District will respond in writing if approved. A Change Order will be issued and the Contract Price adjusted. Any work done by the Contractor, Contractor's employees or Sub-Contractor's employees on verbal instruction, without the written approval of the District WILL NOT BE REIMBURSABLE.
- 8. This project is under the jurisdiction of the State Public Works Laws. Contractor is required to pay prevailing wages to all employees and Sub-Contractors employees who work on this project. Contractor and Sub-Contractors will maintain certified payroll records and submit copies of those records to the District with the Letter of Completion of this project. The District reserves the right to view these records at anytime during the progress of this project. The Contractor and Sub-Contractors will be responsible for determining the prevailing wage rate for each employee on this project. Any dispute that may arise from the classification used by the Contractor or Sub-Contractor will be the sole financial responsibility of the Contractor or Sub-Contractor and hold harmless the Woodville School District Board, the Woodville School District Staff or it's agents.
- 9. Contractor to purchase and install single mode 10Gb rated (indoor-outdoor riser) 6 strand and 12 strand 50 micron fiber optic backbone cable to locations indicated on drawing supplied. Drawing not to scale and is recommended for contractor to walk the site to measure distanced needed for conduit, Christy boxes or equivalent, mule tape, fiber LIU box requirements, and fiber optic cable lengths to bid. District Representative and Contractor to walk site for exact MDF and IDF locations, prior to start of work. All LIU panels, fiber optic indoor-outdoor riser fiber optic cable, fiber optic patch cords are to be 10 Gigabit rated to ensure a complete Channel solution. District will require a minimum twenty-year manufacture's warranty certificate that covers the entire data cable plant infrastructure. Contractor will need to be certified to install and perform warranty work on this project. Contractor cannot use sub-contractor manufacture's certification. Prime contractor must hold manufacture certification and be in good standing with manufacture. District is looking for a one manufacture end-to-end solution. If maintenance and up keep of the installed fiber optic cable plant is required

- to keep manufacture warranty please note on bid response including cost of vendor price to maintain fiber optic cable plant in good standing (1 year cost).
- 10. Contractor to supply and install Commscope or equivalent fiber optic 50 micron 10Gb rated cable, Commscope or equivalent fiber optic 10Gb 50 micron patch cords (LC to LC), Commscope or equivalent LIU's, termination LC ends at all MDF and IDF locations. Please note that during the installation of the new fiber optic backbone cable plant existing multi-mode fiber optic cable plant must remain in full operation. Any need for taking down of the existing multi-mode fiber or copper cable plant must be a coordinated effort with WSD staff to minimize any downtime.
- 11. CONTRACTOR WILL IS REQUIRED TO PATCH HOLES AND FIRE BLOCKING IS THE SOLE RESPONSIBILITY OF THECONTRACTOR.
- 12. THE WOODVILLE SCHOOL DISTRICT WILL ONLY PROCEED WITH THIS PROJECT WHEN FUNDED BY THE SCHOOLS AND LIBRARIES ASSOCIATION UNDER THE E RATE YEAR 20 GUIDELINES AND IS APPROVED BY THE WOODVILLE SCHOOL BOARD OF TRUSTEES.
- 13. CONTRACTOR WILL SUBMIT COMPANY SPIN NUMBER WITH BID. BID WILL BE CONSIDERED NON-RESPONSIVE IF SPIN NUMBER IS NOT SUBMITTED WITH BID PACKAGE. CONTRACTOR AND SUB-CONTRACTORS WILL SUBMIT A DETAILED MATERIALS LIST TO INCLUDE PART NUMBER, QUANTITY, COMPLETE PART DESCRIPTION, <u>UNIT PRICE</u>, AND TOTAL COST W/TAX. MATERIALS LIST SUBMITTED FROM CMAS, CALNET, OR OTHER MULTI-YEAR PRE APPROVED CONTRACT MUST INCLUDE CONTRACT NUMBER AND CONTRACT EXPIRATION DATE. TERMS AND CONDITIONS ARTICLES MUST BE SUBMITTED FOR BID TO BE CONSIDERED RESPONSIVE.
- 14. Contractor to test and document all fiber optic cables installed and SUBMIT REQIRED DOCUMENTATION WITH CONTRACTORS LETTER OF COMPLETION.
- 15. DISTRICT RESERVES THE RIGHT TO SIGN AND SUBMIT 486 FORMS AND RELEASE FINAL PAYMENT WHEN ALL CRITERIA STATED ABOVE HAS BEEN ACCEPTED BY THE DISTRICT AS COMPLETE.

#### CONDUIT PATHWAY SYSTEM AND CABLE PLANT

- A. Contractor to supply and install all materials for a new conduit pathway system from Vault #3 to RM25 IDF location. Contractor to use existing 4" pipe from Vault #3 to RM25 west wall. Contractor may need to penetrate through wall via the 2'x2' wall box. Fiber optic cable (refer to drawing supplied) are to be terminated from the School Office MDF building to Room25 IDF.
- B. Contractor to supply and install all materials for a new conduit pathway system from Vault #2 to RM4. Conduit will require trench from Vault #2 to RM4. Contractor is to install one (1) 4" conduit pipe from Vault #2 to RM4. Contractor will penetration the south wall of the RM4 with one (1) 4" inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down and into the grass/dirt area, stubbed into an existing yard box (vault #2). Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk. Fiber optic cable (refer to drawing supplied) are to be terminated from the School Office MDF building to Reading Room IDF.
- C. Contractor to supply and install all materials for a new conduit pathway system from RM13 to RM14. Conduit will require trench from RM13 to RM14. Contractor is to install two (2) 2" conduit pipes to between RM13 to RM14. Contractor will penetration the east wall of the RM13 with 2 two inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Contractor will penetration the west wall of the RM14 with 2 two inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down both classroom (RM13, RM14) and into the concrete area, trench across side walk between room. Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk. Fiber optic cable (refer to drawing supplied) are to be terminated from the School Office MDF building to Room15 IDF.
- D. Contractor will examine existing conduit pathways, pull boxes, hand holes and cable vaults to ensure adequate pathway is available to complete project. Any conduits found that have water in them will be the responsibility of the Contractor to blow out prior to any cable placement. Contractor will install mule tape with every run of fiber optic cable installed and conduit installed.
- E. Contractor to supply and install 24" x 36" Christy/Yard box with traffic lid marked "Communications" at each location indicated on drawings or as required by code.



## **PROJECT MANAGEMENT**

The Woodville School District will expect the Project Manager, Supervisor, Superintendent, Foreperson or Lead Person for this project to be responsible for the following:

- a. Capable of making decision or access to his/her proper Company personal to obtain answer within the hour to any question the District may raise that might not be covered in this package.
- b. Will develop timeline charts with District Representative on both project schedule, materials shipments and any other events that may impact the agreed upon contract completion date.
- c. Co-ordinate any site preparation issues.
- d. Set day and time with District Representative for weekly progress meeting on all phases of project. (Very important if timeline is behind schedule to have exact explanation of cause, effect and solution to bring project back on schedule.)
- e. Contact the District Representative for approval of any deviation in work schedule agreed upon. Weekends and Holidays will not be scheduled for work. If circumstances dictate the need for a change in this policy, District Representative will be notified 48 hours in advance of work being scheduled to obtain approval.
- f. Be responsible for knowing and enforcing all Districts polices; dealing with all issues or problems that may occur with employees or Sub-Contractor's employees and <a href="have the authority to remove individuals">have the authority to remove individuals</a> from the job site if requested to do so by the District.
- g. Will report to the District Representative any damage resulting from the installation process and immediately set in progress the means of repairing the damage. DAMAGE DOES NOT WAIT TO GET FIXED TILL THE PROJECT IS FINISHED. (Drop ceiling tiles, sprinkler pipe, etc.).
- h. Deliver Contractor's Letter of Completion to District Representative.
- i. Review with the District Representative all test documentation and as built drawings specified.
- j. Do site inspection with District Representative to ensure as built drawings are accurate and project has met or exceeded the Scope of Work, Specifications and contract requirements.
- k. Deliver manufacture's warranty and review details with District Representative.

Manufacture	Part Number	Description (Or Equivalent Components)	QTY	Price
	Commscope or			
Commscope	equivalent	760091728 Fiber optic indoor/outdoor 6 Strand 50Micron 10Gb cable		
	Commscope or			
Commscope	equivalent	760091736 Fiber optic indoor/outdoor 12Strand 50Micron 10Gb Cable		
	Commscope or			
Commscope	equivalent	760117895 LC Connectors		
	Commscope or	760147447 Fiber Patch Panel 2U		
Commscope	equivalent	700147447 FIDOLT AIGHT AIRCI 20		
	Commscope or			
Commscope	equivalent	760147439 Fiber Patch Panel 1U		
	Commscope or			
Commscope	equivalent	760148254 LC SC Fiber Adaptor Panel		
_	Commscope or			
Commscope	equivalent	FEWLCLC42-JXM003 SM Fiber optic patch cord 3M	6	
	Commscope or		6	
Commscope	equivalent	FEWLCSC42-JXM003 SM Fiber optic patch cord 3M	_	
	Warranty	20 year manufacture warranty on cable plant	1	
	Rack/Acc/Misc	Miscellaneous parts must be itemized for e-rate to accept	1	
		missocianeous pans must be itemized for e-rate to accept	1	
	Conduit Pathway	Conduit 4", 2", 1" number of units, pricing must be itemized		
	Conduit Pathway			
	Conduit Pathway	24" x 36" Christy/Yard box with traffic lid marked "Communications		
	Conduit Fairiway	Nema rated water tight pull box 2'x2'		
				1
		District is looking for contractor to purchase and install a turnkey fiber		
		optic cable plant. Complete with certification for each strand pulled.		
		Certification of a 10Gb fiber optic cable plant. Vendor to pull 6 and 12		
		strands for 50micron 10Gb rated fiber optic cable. Contractor to install		
LADOD	LABOR	and provide pathway in which fiber optic cable will interconnect the data	1 4 0 0 0	
LABOR	LABOR	communications system on WSD campus. ,	LABOR	
Shipping	Shipping	Shipping to district warehouse	1	
NOTE: ALL	PARTS MUST BE	ITEMIZED FOR THIS BID. THIS IS AN ERATE BID.		
	Comoon BE			
NOTE: ALL				
NOTE. ALL				
NOTE: ALL				
NOTE. ALL				
NOTE: ALL				
NOTE. NEE		SUB TOTAL		
NOTE. NEE				
NOTE. NEE		SUB TOTAL Tax		

Vendor Information

Name
Address
Phone
Fax
Contact
CMAS CONTRACT #
Quote Number:
Signature

Total

## WOODVILLE SCHOOL DISTRICT

## WIRING PROJECT

# ATL BID#1 LOCAL AREA NETWORK

#### SCOPE OF WORK

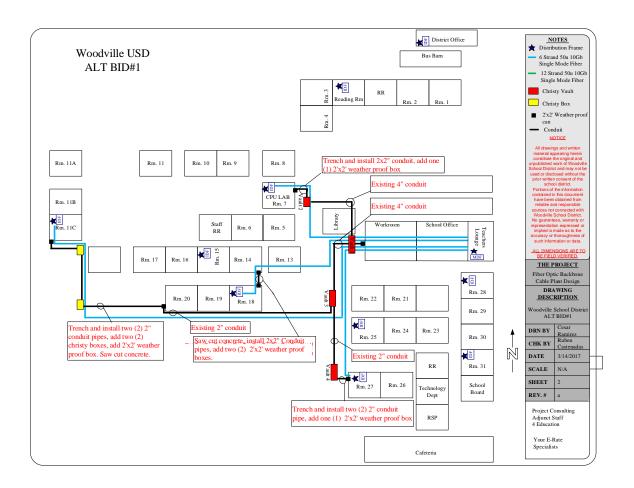
- 1.
- 2. Contractor to purchase, install, terminate, label, test and document all materials for a Local Area Network cable plant infrastructure in all MDF and IDF as indicated on non-scaled drawings supplied. Contractor will comply with all ANSI/EIA/TIA 568A, 569, 570, 606, TSB67, 72, 75 and TSB95 standards.
- 3. All National Electrical Codes, NFPA70 (1999 edition), State, County, City laws, standards, ordinances, regulations and codes are to be strictly adhered to by the Contractor. Any judgments, fines or court actions resulting from the work performed by the Contractor will hold harmless the Woodville School District Board of Trustees, Woodville School District employees and their agents.
- 4. Contractor to submit Name and Pager/Cell/Fax numbers of designated Project Manager, Supervisor, Superintendent, Foreman or Lead person to be present when employees of the Contractor, or Sub-Contractor are on site to ensure all employees conduct themselves in a safe, courteous and professional manner. Any infraction of behavior specified, observed by parents, Board members, School Staff, District Staff or their agents will result in the immediate removal of the person or persons committing the infraction for the duration of the project, and the possibility of forfeiture of the Contract.
- 5. No smoking, chewing tobacco, drugs or alcoholic beverages are permitted anywhere on this property at any time. This includes vehicles parked on the property.
- 6. The Woodville School District will determine work hours, assign restroom facilities, eating area and if available, secured storage area for materials. No food or beverages are permitted anywhere other than assigned area for this purpose.
- 7. Work sites will be kept free of trash, tools, materials and equipment during working hours to ensure the safety, minimum traffic interference and disruption of the working

- day of all persons at the work site. Contractor will provide all safety barriers required for blocking off area where overhead or underground work is required.
- 8. Any change deemed necessary by the Contractor to the Scope of Work, Specifications or Drawings supplied must be requested in writing to the Woodville School District for approval. A complete description of work to be performed, a detailed line item materials list with unit pricing and quantities, manufactures specifications of materials to be used, rental prices of equipment needed, time line to make change if it impacts the agreed upon contract finish date and complete labor cost are required. The District will respond in writing if approved. A Change Order will be issued and the Contract Price adjusted. Any work done by the Contractor, Contractor's employees or Sub-Contractor's employees on verbal instruction, without the written approval of the District WILL NOT BE REIMBURSABLE.
- 9. This project is under the jurisdiction of the State Public Works Laws. Contractor is required to pay prevailing wages to all employees and Sub-Contractors employees who work on this project. Contractor and Sub-Contractors will maintain certified payroll records and submit copies of those records to the District with the Letter of Completion of this project. The District reserves the right to view these records at anytime during the progress of this project. The Contractor and Sub-Contractors will be responsible for determining the prevailing wage rate for each employee on this project. Any dispute that may arise from the classification used by the Contractor or Sub-Contractor will be the sole financial responsibility of the Contractor or Sub-Contractor and hold harmless the Woodville School District Board, the Woodville School District Staff or it's agents.
- 10. Contractor to purchase and install single mode 10Gb rated (indoor-outdoor riser) 6 strand and 12 strand 50 micron fiber optic backbone cable to locations indicated on drawing supplied. Drawing not to scale and is recommended for contractor to walk the site to measure distanced needed for conduit, Christy boxes or equivalent, mule tape, fiber LIU box requirements, and fiber optic cable lengths to bid. District Representative and Contractor to walk site for exact MDF and IDF locations, prior to start of work. All LIU panels, fiber optic indoor-outdoor riser fiber optic cable, fiber optic patch cords are to be 10 Gigabit rated to ensure a complete Channel solution. District will require a minimum twenty-year manufacturer's warranty certificate that covers the entire data cable plant infrastructure. Contractor will need to be certified to install and perform warranty work on this project. Contractor cannot use sub-contractor manufacture's certification. Prime contractor must hold manufacture certification and be in good standing with manufacture. District is looking for a one manufacture end-to-end solution. If maintenance and up keep of the installed fiber optic cable plant is required to keep manufacture warranty – please note on bid response – including cost of vendor price to maintain fiber optic cable plant in good standing (1 year cost).
- 11. Contractor to supply and install Commscope or equivalent fiber optic 50 micron 10Gb rated cable, commscope or equivalent fiber optic 10Gb 50 micron patch cords (LC to LC), Commscope or equivalent LIU's, termination LC ends at all MDF and IDF locations. Please note that during the installation of the new fiber optic backbone cable

- plant existing multi-mode fiber optic cable plant must remain in full operation. Any need for taking down of the existing multi-mode fiber or copper cable plant must be a coordinated effort with WSD staff to minimize any downtime.
- 12. CONTRACTOR WILL IS REQUIRED TO PATCH HOLES AND FIRE BLOCKING IS THE SOLE RESPONSIBILITY OF THECONTRACTOR.
- 13. THE WOODVILLE SCHOOL DISTRICT WILL ONLY PROCEED WITH THIS PROJECT WHEN FUNDED BY THE SCHOOLS AND LIBRARIES ASSOCIATION UNDER THE E RATE YEAR 20 GUIDELINES AND IS APPROVED BY THE WOODVILLE SCHOOL BOARD OF TRUSTEES.
- 14. CONTRACTOR WILL SUBMIT COMPANY SPIN NUMBER WITH BID. BID WILL BE CONSIDERED NON-RESPONSIVE IF SPIN NUMBER IS NOT SUBMITTED WITH BID PACKAGE. CONTRACTOR AND SUB-CONTRACTORS WILL SUBMIT A DETAILED MATERIALS LIST TO INCLUDE PART NUMBER, QUANTITY, COMPLETE PART DESCRIPTION, <u>UNIT PRICE</u>, AND TOTAL COST W/TAX. MATERIALS LIST SUBMITTED FROM CMAS, CALNET, OR OTHER MULTI-YEAR PRE APPROVED CONTRACT MUST INCLUDE CONTRACT NUMBER AND CONTRACT EXPIRATION DATE. TERMS AND CONDITIONS ARTICLES MUST BE SUBMITTED FOR BID TO BE CONSIDERED RESPONSIVE.
- 15. Contractor to test and document all fiber optic cables installed and SUBMIT REQIRED DOCUMENTATION WITH CONTRACTORS LETTER OF COMPLETION.
- 16. DISTRICT RESERVES THE RIGHT TO SIGN AND SUBMIT 486 FORMS AND RELEASE FINAL PAYMENT WHEN ALL CRITERIA STATED ABOVE HAS BEEN ACCEPTED BY THE DISTRICT AS COMPLETE.

#### CONDUIT PATHWAY SYSTEM AND CABLE PLANT

- F. Contractor to supply and install all materials for a new conduit pathway system from Vault #4 to RM27 IDF location. Conduit will require trench from Vault #4 to RM27. Contractor is to install two (2) 2" conduit pipes to RM27. Contractor will penetration the west wall of the RM27 with 2 two inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down and into the grass/dirt area, stubbed into an existing yard box (vault #4). Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk and build into bid cost. Fiber optic cable (refer to drawing supplied) are to be terminated from the School Office MDF building to Room27 IDF.
- G. Contractor to supply and install all materials for a new conduit pathway system from RM20 to RM11c IDF location. Conduit will require trench from RM20 to RM11c IDF location. Contractor is to install two (2) 2" conduit pipes from RM20 to RM11c. Contractor will penetration the south wall of the RM11c with two (2) 4" inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down and into the grass/dirt area, stubbed into an contractor provided Christy yard boxes x2 along that pathway (refer to provided drawing). Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk and build into bid cost. Fiber optic cable (refer to drawing supplied) are to be terminated from the School Office MDF building to RM11c IDF location.
- H. Contractor to supply and install all materials for a new conduit pathway system from vault#2 to RM7. Conduit will require trench from RM7 to vault #2. Contractor is to install two (2) 2" conduit pipes to between RM7 to vault #2. Contractor will penetration the east wall of the RM7 with 2 two inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down both classroom RM7 and into the concrete area, trench across side walk between rooms to vault #2. Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk and build into bid cost. Fiber optic cable (refer to drawing supplied) are to be terminated from the School Office MDF building to Room7 IDF.
- I. Contractor will examine existing conduit pathways, pull boxes, hand holes and cable vaults to ensure adequate pathway is available to complete project. Any conduits found that have water in them will be the responsibility of the Contractor to blow out prior to any cable placement. Contractor will install mule tape with every run of fiber optic cable installed and conduit installed.
- J. Contractor to supply and install 24" x 36" Christy/Yard box with traffic lid marked "Communications" at each location indicated on drawings or as required by code.



## **PROJECT MANAGEMENT**

The Woodville School District will expect the Project Manager, Supervisor, Superintendent, Foreperson or Lead Person for this project to be responsible for the following:

- 1. Capable of making decision or access to his/her proper Company personal to obtain answer within the hour to any question the District may raise that might not be covered in this package.
- m. Will develop timeline charts with District Representative on both project schedule, materials shipments and any other events that may impact the agreed upon contract completion date.
- n. Co-ordinate any site preparation issues.
- o. Set day and time with District Representative for weekly progress meeting on all phases of project. (Very important if timeline is behind schedule to have exact explanation of cause, effect and solution to bring project back on schedule.)
- p. Contact the District Representative for approval of any deviation in work schedule agreed upon. Weekends and Holidays will not be scheduled for work. If circumstances dictate the need for a change in this policy, District Representative will be notified 48 hours in advance of work being scheduled to obtain approval.
- q. Be responsible for knowing and enforcing all Districts polices; dealing with all issues or problems that may occur with employees or Sub-Contractor's employees and <u>have the authority to remove individuals</u> from the job site if requested to do so by the District.
- r. Will report to the District Representative any damage resulting from the installation process and immediately set in progress the means of repairing the damage. DAMAGE DOES NOT WAIT TO GET FIXED TILL THE PROJECT IS FINISHED. (Drop ceiling tiles, sprinkler pipe, etc.).
- s. Deliver Contractor's Letter of Completion to District Representative.
- t. Review with the District Representative all test documentation and as built drawings specified.
- u. Do site inspection with District Representative to ensure as built drawings are accurate and project has met or exceeded the Scope of Work, Specifications and contract requirements.
- v. Deliver manufacturer's warranty and review details with District Representative.

Manufacture	Part Number	Description (Or Equivalent Components)	QTY	Price
Commscope	Commscope or equivalent	760091728 Fiber optic indoor/outdoor 6 Strand 50Micron 10Gb cable		
Commscope	Commscope or equivalent	760091736 Fiber optic indoor/outdoor 12Strand 50Micron 10Gb Cable		
Commscope	Commscope or equivalent	760117895 LC Connectors		
Commscope	Commscope or equivalent	760147447 Fiber Patch Panel 2U		
Commscope	Commscope or equivalent	760147439 Fiber Patch Panel 1U		
Commscope	Commscope or equivalent	760148254 LC SC Fiber Adaptor Panel		
Commscope	Commscope or equivalent	FEWLCLC42-JXM003 SM Fiber optic patch cord 3M	4	
Commscope	Commscope or equivalent	FEWLCSC42-JXM003 SM Fiber optic patch cord 3M	4	
	Warranty	20 year manufacture warranty on cable plant	1	
	Rack/Acc/Misc	Miscellaneous parts must be itemized for district to accept	1	
	Conduit Pathway	Conduit 4", 2", 1" number of units, pricing must itemized		
	Conduit Pathway	24" x 36" Christy/Yard box with traffic lid marked "Communications	2	
	Conduit Pathway	Nema rated water tight pull box 2'x2'	5	
		Troma rated water tight pain box 2 x2		
LABOR	LABOR	District is looking for contractor to purchase and install a turnkey fiber optic cable plant. Complete with certification for each strand pulled. Certification of a 10Gb fiber optic cable plant. Vendor to pull 6 and 12 strands for 50micron 10Gb rated fiber optic cable. Contractor to install and provide pathway in which fiber optic cable will interconnect the data communications system on WSD campus.		
Shipping	Shipping	Shipping to district warehouse	1	
		SUB TOTAL		

Tax

Labor

Total

	Vendor Information
Name	
Address	
Phone	
Fax	
Contact	
CMAS CONTRACT #	
Quote Number:	
Signature	

## WOODVILLE SCHOOL DISTRICT

#### WIRING PROJECT

# ATL BID#2 LOCAL AREA NETWORK

#### SCOPE OF WORK

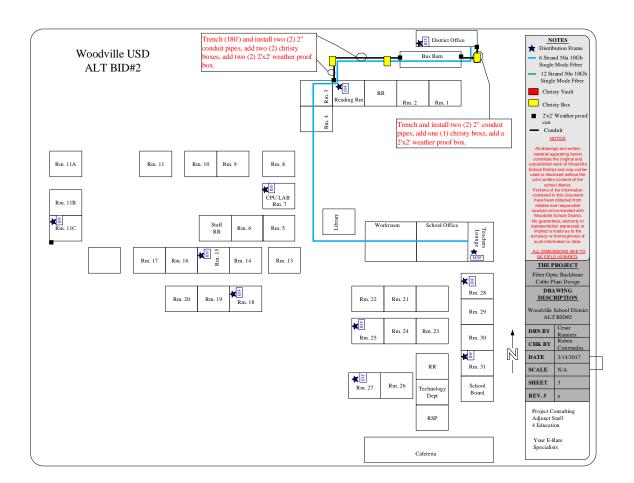
- 1. Contractor to purchase, install, terminate, label, test and document all materials for a Local Area Network cable plant infrastructure in all MDF and IDF as indicated on non-scaled drawings supplied. Contractor will comply with all ANSI/EIA/TIA 568A, 569, 570, 606, TSB67, 72, 75 and TSB95 standards.
- 2. All National Electrical Codes, NFPA70 (1999 edition), State, County, City laws, standards, ordinances, regulations and codes are to be strictly adhered to by the Contractor. Any judgments, fines or court actions resulting from the work performed by the Contractor will hold harmless the Woodville School District Board of Trustees, Woodville School District employees and their agents.
- 3. Contractor to submit Name and Pager/Cell/Fax numbers of designated Project Manager, Supervisor, Superintendent, Foreman or Lead person to be present when employees of the Contractor, or Sub-Contractor are on site to ensure all employees conduct themselves in a safe, courteous and professional manner. Any infraction of behavior specified, observed by parents, Board members, School Staff, District Staff or their agents will result in the immediate removal of the person or persons committing the infraction for the duration of the project, and the possibility of forfeiture of the Contract.
- 4. No smoking, chewing tobacco, drugs or alcoholic beverages are permitted anywhere on this property at any time. This includes vehicles parked on the property.
- 5. The Woodville School District will determine work hours, assign restroom facilities, eating area and if available, secured storage area for materials. No food or beverages are permitted anywhere other than assigned area for this purpose.
- 6. Work sites will be kept free of trash, tools, materials and equipment during working hours to ensure the safety, minimum traffic interference and disruption of the working

- day of all persons at the work site. Contractor will provide all safety barriers required for blocking off area where overhead or underground work is required.
- 7. Any change deemed necessary by the Contractor to the Scope of Work, Specifications or Drawings supplied must be requested in writing to the Woodville School District for approval. A complete description of work to be performed, a detailed line item materials list with unit pricing and quantities, manufactures specifications of materials to be used, rental prices of equipment needed, time line to make change if it impacts the agreed upon contract finish date and complete labor cost are required. The District will respond in writing if approved. A Change Order will be issued and the Contract Price adjusted. Any work done by the Contractor, Contractor's employees or Sub-Contractor's employees on verbal instruction, without the written approval of the District WILL NOT BE REIMBURSABLE.
- 8. This project is under the jurisdiction of the State Public Works Laws. Contractor is required to pay prevailing wages to all employees and Sub-Contractors employees who work on this project. Contractor and Sub-Contractors will maintain certified payroll records and submit copies of those records to the District with the Letter of Completion of this project. The District reserves the right to view these records at anytime during the progress of this project. The Contractor and Sub-Contractors will be responsible for determining the prevailing wage rate for each employee on this project. Any dispute that may arise from the classification used by the Contractor or Sub-Contractor will be the sole financial responsibility of the Contractor or Sub-Contractor and hold harmless the Woodville School District Board, the Woodville School District Staff or it's agents.
- 9. Contractor to purchase and install single mode 10Gb rated (indoor-outdoor riser) 6 strand and 12 strand 50 micron fiber optic backbone cable to locations indicated on drawing supplied. Drawing not to scale and is recommended for contractor to walk the site to measure distanced needed for conduit, Christy boxes or equivalent, mule tape, fiber LIU box requirements, and fiber optic cable lengths to bid. District Representative and Contractor to walk site for exact MDF and IDF locations, prior to start of work. All LIU panels, fiber optic indoor-outdoor riser fiber optic cable, fiber optic patch cords are to be 10 Gigabit rated to ensure a complete Channel solution. District will require a minimum twenty-year manufacturer's warranty certificate that covers the entire data cable plant infrastructure. Contractor will need to be certified to install and perform warranty work on this project. Contractor cannot use sub-contractor manufacture's certification. Prime contractor must hold manufacture certification and be in good standing with manufacture. District is looking for a one manufacture end-to-end solution. If maintenance and up keep of the installed fiber optic cable plant is required to keep manufacture warranty – please note on bid response – including cost of vendor price to maintain fiber optic cable plant in good standing (1 year cost).
- 10. Contractor to supply and install Commscope or equivalent fiber optic 50 micron 10Gb rated cable, commscope or equivalent fiber optic 10Gb 50 micron patch cords (LC to LC), Commscope or equivalent LIU's, termination LC ends at all MDF and IDF locations. Please note that during the installation of the new fiber optic backbone cable

- plant existing multi-mode fiber optic cable plant must remain in full operation. Any need for taking down of the existing multi-mode fiber or copper cable plant must be a coordinated effort with WSD staff to minimize any downtime.
- 11. CONTRACTOR WILL IS REQUIRED TO PATCH HOLES AND FIRE BLOCKING IS THE SOLE RESPONSIBILITY OF THECONTRACTOR.
- 12. THE WOODVILLE SCHOOL DISTRICT WILL ONLY PROCEED WITH THIS PROJECT WHEN FUNDED BY THE SCHOOLS AND LIBRARIES ASSOCIATION UNDER THE E RATE YEAR 20 GUIDELINES AND IS APPROVED BY THE WOODVILLE SCHOOL BOARD OF TRUSTEES.
- 13. CONTRACTOR WILL SUBMIT COMPANY SPIN NUMBER WITH BID. BID WILL BE CONSIDERED NON-RESPONSIVE IF SPIN NUMBER IS NOT SUBMITTED WITH BID PACKAGE. CONTRACTOR AND SUB-CONTRACTORS WILL SUBMIT A DETAILED MATERIALS LIST TO INCLUDE PART NUMBER, QUANTITY, COMPLETE PART DESCRIPTION, <u>UNIT PRICE</u>, AND TOTAL COST W/TAX. MATERIALS LIST SUBMITTED FROM CMAS, CALNET, OR OTHER MULTI-YEAR PRE APPROVED CONTRACT MUST INCLUDE CONTRACT NUMBER AND CONTRACT EXPIRATION DATE. TERMS AND CONDITIONS ARTICLES MUST BE SUBMITTED FOR BID TO BE CONSIDERED RESPONSIVE.
- 14. Contractor to test and document all fiber optic cables installed and SUBMIT REQIRED DOCUMENTATION WITH CONTRACTORS LETTER OF COMPLETION.
- 15. DISTRICT RESERVES THE RIGHT TO SIGN AND SUBMIT 486 FORMS AND RELEASE FINAL PAYMENT WHEN ALL CRITERIA STATED ABOVE HAS BEEN ACCEPTED BY THE DISTRICT AS COMPLETE.

#### CONDUIT PATHWAY SYSTEM AND CABLE PLANT

- K. Contractor to supply and install all materials for a new conduit pathway system from Reading Room IDF location to District Office IDF location. Conduit will require trench from Reading Room to Bus Barn. Conduit will require trench from Bus Barn to District Office IDF location. Contractor is to install two (2) 2" conduit pipes from Reading Room to BusBarn. Contractor is required to install two (2) 2" conduit pipes from BusBarn to District Office IDF location. Contractor will penetration the north wall of the Reading Room with 2 two inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down and into the grass/dirt area, stubbed into two (2) new contractor provided Christy yard boxes (as indicated in drawings provided). Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk and build into bid cost. Contractor to run fiber in inner duct inside bus barn and place J hooks secure fiber optic cable run. Contractor will penetration the east wall of the Bus Barn with 2 two inch conduit stubs into a Nema rated water tight pull box 2'x2' (large enough) to accommodate a 25% growth. Pathway will follow down and into the grass/dirt area, stubbed into new contractor provided Christy yard box (as indicated in drawings provided). Contractor may need to saw cut into concrete and replace concrete. Please note any need to saw cut during mandatory job walk and build into bid cost.
- L. Contractor will examine existing conduit pathways, pull boxes, hand holes and cable vaults to ensure adequate pathway is available to complete project. Any conduits found that have water in them will be the responsibility of the Contractor to blow out prior to any cable placement. Contractor will install mule tape with every run of fiber optic cable installed and conduit installed.
- M. Contractor to supply and install 24" x 36" Christy/Yard box with traffic lid marked "Communications" at each location indicated on drawings or as required by code.



## **PROJECT MANAGEMENT**

The Woodville School District will expect the Project Manager, Supervisor, Superintendent, Foreperson or Lead Person for this project to be responsible for the following:

- w. Capable of making decision or access to his/her proper Company personal to obtain answer within the hour to any question the District may raise that might not be covered in this package.
- x. Will develop timeline charts with District Representative on both project schedule, materials shipments and any other events that may impact the agreed upon contract completion date.
- y. Co-ordinate any site preparation issues.
- z. Set day and time with District Representative for weekly progress meeting on all phases of project. (Very important if timeline is behind schedule to have exact explanation of cause, effect and solution to bring project back on schedule.)
- aa. Contact the District Representative for approval of any deviation in work schedule agreed upon. Weekends and Holidays will not be scheduled for work. If circumstances dictate the need for a change in this policy, District Representative will be notified 48 hours in advance of work being scheduled to obtain approval.
- bb. Be responsible for knowing and enforcing all Districts polices; dealing with all issues or problems that may occur with employees or Sub-Contractor's employees and <u>have the authority to remove individuals</u> from the job site if requested to do so by the District.
- cc. Will report to the District Representative any damage resulting from the installation process and immediately set in progress the means of repairing the damage. DAMAGE DOES NOT WAIT TO GET FIXED TILL THE PROJECT IS FINISHED. (Drop ceiling tiles, sprinkler pipe, etc.).
- dd. Deliver Contractor's Letter of Completion to District Representative.
- ee. Review with the District Representative all test documentation and as built drawings specified.
- ff. Do site inspection with District Representative to ensure as built drawings are accurate and project has met or exceeded the Scope of Work, Specifications and contract requirements.
- gg. Deliver manufacturer's warranty and review details with District Representative.

Manufacture	Part Number	Description (Or Equivalent Components)	QTY	Price
-	Commscope or	760091728 Fiber optic indoor/outdoor 6 Strand 50Micron 10Gb		
Commscope	equivalent	cable		
_	Commscope or	760091736 Fiber optic indoor/outdoor 12Strand 50Micron 10Gb		
Commscope	equivalent	Cable		
Commecono	Commscope or equivalent	760117895 LC Connectors		
Commscope	Commscope or	760117893 LC Connectors		
Commscope	equivalent	760147447 Fiber Patch Panel 2U		
	Commscope or			
Commscope	equivalent	760147439 Fiber Patch Panel 1U		
	Commscope or			
Commscope	equivalent	760148254 LC SC Fiber Adaptor Panel		
_	Commscope or		_	
Commscope	equivalent	FEWLCLC42-JXM003 SM Fiber optic patch cord 3M	1	
Commoons	Commscope or	FFW// CCC42, IVM002 CM Fiber ontic notch cord 2M	1	
Commscope	equivalent	FEWLCSC42-JXM003 SM Fiber optic patch cord 3M		
	Warranty	20 year manufacture warranty on cable plant	1	
	Rack/Acc/Misc	Miscellaneous parts must be itemized for district to accept	1	
	Conduit Pathway	Conduit 4", 2", 1" number of units, pricing must be itemized		
	Conduit Pathway	24" x 36" Christy/Yard box with traffic lid marked "Communications	3	
	Conduit Pathway	Nema rated water tight pull box 2'x2'	4	
		<b>3</b> 1		
LABOR	LABOR	District is looking for contractor to purchase and install a turnkey fiber optic cable plant. Complete with certification for each strand pulled. Certification of a 10Gb fiber optic cable plant. Vendor to pull 6 and 12 strands for 50micron 10Gb rated fiber optic cable. Contractor to install and provide pathway in which fiber optic cable will interconnect the data communications system on WSD campus.,	LABOR	
Shipping	Shipping	Shipping to district warehouse	1	
NOTE: ALL	PARTS MUST BE	ITEMIZED FOR THIS BID. THIS IS AN ERATE BID.		
		,		
		OUD TOTAL		
		SUB TOTAL		
		Tax		
		Labor		
		<del></del>		-

Vendor Information

Name
Address
Phone
Fax
Contact
CMAS CONTRACT #
Quote Number:
Signature

Total