

Request for Proposal For Structured Cable Systems Upgrade

COVER LETTER

June 10, 2014

PROJECT TITLE: Structured Cable Systems Upgrade RFP

PROPOSAL DUE DATE: July 7, 2014, 10 AM PDT

EXPECTED TIME PERIOD FOR CONTRACT: July 14, 2014, through September 30, 2014.

PURPOSE AND BACKGROUND

Woodland Public Schools (WPS) has an existing data cabling system of mixed Category 5 and 5e cables. New technology being implemented over the next several years requires higher grade data cables. In addition, it has a number of existing technology spaces (MDFs and IDF) that need to be reconfigured and improved to accommodate the new technology.

RFP OBJECTIVE

The objective of the RFP is to obtain proposals from qualified vendors for the following:

- Installation of cables and upgrade of technology spaces at four WPS sites, as illustrated in the documents and drawings.
- Commence installation on approximately July 28, 2014 or very shortly thereafter.
- Complete all work by **September 26, 2014**
- Complete all project related work by **September 30, 2014.**

RFP Coordinator

The Woodland Public Schools RFP coordinator is the sole point of contact in the District for this procurement. With the exception of registration and requests for copies of the project drawings, all communication between a Proposer and the District shall be with the RFP Coordinator identified on the cover page of this RFP.

Any other communication will be considered unofficial and non-binding on the District. Bidders are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification.

Woodland Public Schools RFP Coordinator:

Name: Rod Roduin, ESD112

Phone: 425-985-9280

E-mail: rod.roduin@esd112.org

Mailing Address: 17203 NE 4th St, Bellevue, Washington 98008

NOTE: All bid documents are to be delivered to Woodland Public Schools District office at 800 Third Street, Woodland, Washington 98674

This RFP is available on the Woodland Public Schools (WPS) website located at www.woodlandschools.org and at the Woodland Public Schools Business Office, which is located at the

above address. The RFP documents on the website DO NOT include the building floor plans. For school security reasons, access to the floor plans is restricted to registered bidders. Contact the Woodland Public Schools RFP coordinator to register and obtain the building floor plan drawings.

Pre-Bid Conference and Site Walk-Through

A pre-bid conference and all-sites walk-through will be held at:

Meeting Time: **Wednesday June 25, at 10:00 AM**

Meeting Location:WPS District Office, 800 Third Street, Woodland WA.

It is strongly recommended that all bidders attend this conference and the site walk-throughs. This is the only opportunity bidders will have to see the facilities.

RFP SUMMARY

WPS has seven school sites. Of those sites, four require work to upgrade existing systems, consisting of the items listed in Base Bid, below.

The RFP consists of three document sections;

- Cover Letter (this document)
 - Completed Bid Response Form (Attachment A)
 - Proposal Signature Page (Attachment B)
 - Vendor Reference Form. 3 References. (Attachment C)
 - Certification and Assurances (Attachment D)
- Structured Cable Systems Upgrade Section 1: WPS Contract
- Structured Cable Systems Upgrade Section 2: Technical Specification
- Structured Cable Systems Upgrade Section 3: Drawings, T-1 through T-8.

WPS CONTRACT AND DOCUMENT CONFLICTS

Statements in the Cover Section, technical specification and drawings of this RFP document shall be subservient to the attached WPS Contract document. Where conflicts arise, the WPS Contract shall be the governing document.

The attached WPS Contract is a template version of the agreement which will be populated with the project data and signed by the contractor and WPS.

RFP Base Bid:

As described in the technical specification and on drawings T-1 through T-8,

- Provide, install, terminate, label and test two (2) Category 5e cables to each wall mounted outlet symbol as shown on drawings T-1 through T-8. See details 1, 2 & 3 on T-8.
- Provide, install, terminate, label and test one (1) Category 5e cable to each wireless access point symbol as shown on drawings T-1 through T-8. See details 4 and 5 on T-8.
- Provide all relay racks, patch panels, information outlets, faceplates, information outlets, labeling materials, icons and labeling windows.
- All UTP cable shall be plenum rated. All components shall be UL (or other AHJ accepted national testing agency) approved.
- Provide all labor to install, terminate and test all cables.
- Provide all required State, County and / or City permits, and all necessary permit

inspection coordination and permit signoff by the inspecting authority.

- Provide and install all necessary labor, hardware, cable, equipment and miscellaneous materials to upgrade the MDF and IDFs as shown on drawings T-6 and T-7.
- WPS will supply and install all electrical outlets, plywood wall board, networking equipment, wireless access points and patch cords, and labor to install.

RFP Bid Alternate #1.

Provide a cost delta to upgrade all components to Category 6 from the Category 5e above.

- Provide, install, terminate, label and test two (2) Category 6 cables to each wall mounted outlet symbol as shown on drawings T-1 through T-8. See details 1, 2 and 3 on T-8.
- Provide, install, terminate, label and test one (1) Category 6 cable to each wireless access point symbol as shown on drawings T-1 through T-8. See details 4 and 5 on T-8.
- All UTP cable shall be plenum rated.

GENERAL INFORMATION FOR PROPOSERS

SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	June 18, 2014
Second Advertisement	June 25, 2014
Pre Bid Conference and Site Walkthrough	June 25, 2014 at 10 AM
Last day to submit Questions	June 27, 2014
Bid Submittal Closing:	
Proposals must be received at WPS prior to	10:00 AM Monday July 7, 2014
WPS Evaluate proposals	July 7 to July 14
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	July 14, 2014
Award Bid:	July 14, 2014
Commence Site Work	July 28, 2014
First day of 2014-2015 school year	September 3, 2014
All Cable Install and MDF-IDF work complete.....	September 26, 2014
Project Close-out	September 30, 2014

The District reserves the right to revise the above schedule.

DESIRED CONTRACTOR QUALIFICATIONS

- Structured cabling contractor with sufficient test equipment and trained, experienced technicians who are certified to install and test Category 6 UTP, wireless access points, networking and systems support devices and electrical service installation.
- Experience in working in an modifying systems in existing MDFs and IDFs.

- The ability to install components and test to current EIA/TIA standards, specifications and industry “best practices”.

CRIMES AGAINST CHILDREN, NATIONAL AGENCY BACKGROUND CHECK

RCW 28A.400.303 requires that all new employees of a school district, an educational service district, state school for the deaf, state school for the blind, and their contractors who have regularly unsupervised access to children shall be fingerprinted for a background record check. (RCW 28A.400.303)

All contractor employees working in Woodland Public Schools must submit for fingerprinting and national agency background record checks. Contractor employees that do not pass the background record check will not be allowed on Woodland Public Schools property.

NON-DISCRIMINATION

The District does not discriminate on the basis of race, creed, color, national origin, age, sex, marital status, sexual orientation, physical, sensory or mental disabilities or use of a trained guide dog or service animal. Proposers may contact the RFP Coordinator to receive this Request for Proposals in an alternative format.

SUBMISSION OF PROPOSALS

Proposers are required to submit three (3) hard copies and one (1) CDROM copy of the full proposal. The proposal must arrive at the following address prior to bid submittal closing:

Woodland Public Schools
Attn: Tegan Steen
800 Third Street, Woodland, Washington 98674
Phone: 360.841.2700 Email: steent@woodlandschools.org

The exterior of the envelope / package must be clearly marked with the project name:
Structured Cable Systems Upgrade RFP

All proposals must be delivered to the Woodland Public Schools district office no later than 10:00 AM, local time, on July 7, 2014.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the District and will not be returned.

Proposers must allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Proposers assume the risk for the method of delivery chosen. The District assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as email or facsimile transmission.

BIDDER REGISTRATION

Bidders must register with the Woodland Public Schools, Tegan Steen at the address above in order to obtain access to PDF copies of the floor plans associated with the RFP. For school security reasons, the floor plans will only be given to registered bidders.

QUESTIONS REGARDING THIS RFP

All questions relating to the contract or technical design of this request for proposal must be submitted via Email to the WPS RFP coordinator. Questions and answers will be forwarded to all proposing suppliers who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained after June 27, 2014.

PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of Woodland School District. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Superintendent and the apparent successful proposer; thereafter, the proposals shall be deemed public records that are subject to disclosure under the Public Records Act (RCW 42.17).

Any information in the proposal that the proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. The page must be identified and must include the particular exception from disclosure upon which the proposer is relying. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The District will consider a proposer's request for exemption from disclosure; however, the District will make a decision predicated upon the Public Records Act. Marking the entire proposal exempt from disclosure will not be honored. The proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge may be made by WPS for copying and shipping. No fee shall be charged for inspection of contract files, but twenty four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

RCW COMPLIANCE

This Request for Proposal is being posted and advertised in compliance with Washington State RCW 39.04.270.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to anyone who has notified the District they are responding to the RFP and who has requested notice of any addenda. Proposers' questions regarding this RFP and the RFP Coordinator's answers, as well as any other pertinent information shall be provided in addenda.

The District reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a decision. The District also has the right to reject any or all proposals.

ACCEPTANCE PERIOD

A proposer may not withdraw his/her proposal after the time and date the proposals are due and before the District has awarded a contract, unless the District does not award a contract within sixty (60) days of the date the proposals were due. If the District's decision to award a contract is delayed for more than sixty (60) days, the District may invite proposers to agree to extend their proposal.

RESPONSIVENESS

1. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP.

2. Woodland Public Schools reserves the right, at its sole discretion, to waive minor administrative irregularities and to reject any or all proposals.
3. All proposals received after the time and date of bid submittal closing will not be evaluated.

MOST FAVORABLE TERMS

The District reserves the right to make a decision without further discussion of the proposal that is submitted. Therefore, the proposal should be submitted with the most favorable terms. The District may contact the proposer for clarification, but there not be an opportunity for proposers to present "best and final" offers. Proposers must be prepared to enter into a contract based on their proposal and the terms and conditions in this RFP.

INSURANCE

The Contractor must comply with requirements in the WPS contract section of the RFP.

WORKERS COMPENSATION INSURANCE

The Contractor must comply with requirements in the WPS contract section of the RFP.

CONTRACT BONDS

The Contractor must comply with requirements in the WPS contract section of the RFP.

PREVAILING WAGE RATES

This is a prevailing wage project. The Contractor must comply with requirements in the WPS contract section of the RFP.

OFF SHIFTING DIFFERENTIALS, OVERTIME AND PREMIUM TIME RATES

The contractor's proposal shall include all necessary costs in order to pay their employees for any off-shifting differential, overtime or premium rates for all work necessary to complete the project. During the summer season, schools are available to the contractor from 7 AM to 10 PM weekdays and weekends. Once school commences in the fall, the schools are available for contractor work from 3:30 PM to 10 PM weekdays and 7 AM to 10 PM weekends.

COSTS TO PROPOSE

This request for proposal for structured cabling and access point installation is not an offer to enter into a contract, but rather a solicitation for Bids. The District shall not be liable for any costs incurred by the proposer in preparation of the proposal that is submitted in response to this RFP, or for any presentations or other activities related to responding to this RFP.

BID IDENTIFICATION REQUIREMENTS

All bids shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation, or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners, and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

The Bidder shall complete and submit, along with the Bid, attachments A, B, C and D at the end of this document. Bid submittal documents which are incomplete, or which do not provide forms with information filled in shall be considered non-responsive and shall not be evaluated.

DEFINITIONS USED IN THE COVER LETTER

- WPS or District** Woodland School District
- Bidder or Proposer**..... Business Entities submitting bids with the intent to enter into a contract with WPS.
- Contractor** The business entity to which Woodland Public Schools awards the bid and enters into a contract to do the work of work described in this request for proposal.
- Bid or Proposal**..... A complete and properly executed proposal to perform the Scope of Work, or designated portion thereof, for the sums stated within the Bid.
- Base Bid** The total sum amount stated in the Bid for which the Bidder offers to perform the Scope of Work in this document.
- Bid Alternate** The total sum amount stated in the Bid to be added to the Base Bid, if WPS decides to accept the proposed bid alternate.

CONTRACTOR SCOPE OF WORK

It shall be the responsibility of the winning bidder / contractor to provide the configurations and system quantities to all locations stated in this document. The intentional or accidental omission of necessary component(s) or system(s) shall require the selected vendor/contractor to supply said missing component(s) or system(s) at no cost to the District. The District and any Consultants associated with this RFP are not responsible for any omission, failure to detect any requirement, or any other condition required to complete the Scope of Work. The winning bidder shall:

1. Meet jointly with representatives of the District weekly, to exchange information and agree on details of schedule, equipment arrangements and installation interfaces for a structured cabling project.
2. Have sufficient trained and experience resources in order to complete the scope of work within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to complete the scope of work within the specified timeframe.
3. Furnish all labor, supervision, tooling, test equipment and mounting hardware and consumables for the structured cabling system installed at the District.
4. Furnish, install, terminate, label and test all cable, patch panels and data outlets at each location according to the Technical Specifications and as shown on the supplied existing blueprints/drawings.
5. Install all cable in accordance with the requirements defined in this document and/or manufacturer's recommendations and best industry practices. All components shall exhibit a UL or other AHJ approved national testing agency stamp. All cables shall be plenum rated.
6. Submit for approval a sample of the labeling system for the cable and faceplate installation.
7. Test and certify each and every cable and termination hardware for defects in installation and to verify cable performance under installed conditions.
8. Supply all required State, County and/or City permits. Provide all necessary coordination for permit inspections.
9. Where fire stopping must be removed, or where a new pathway passes through a fire rated partition or barrier, replace the existing fire stop system in accordance with the specifications and/or manufacturer's recommendations which shall be completely installed and available for inspection by the local inspection authorities prior to cabling system acceptance.
10. Provide installation, administration, testing, and redline "As-Built" documentation required from and/or maintained by the selected vendor/contractor during the course of the entire cabling installation project.

INSPECTIONS

1. WPS and its representatives have the right to inspect the selected contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.
2. Contractor shall coordinate with WPS representatives for timely inspection of installed systems and verification of cable certification tests.
3. All equipment used for the project must be in compliance with the specified part numbers contained in the bid documents and as supplied by WPS.

WARRANTY

The Contractor must comply with requirements in the WPS contract section of the RFP. In addition, Contractor shall warrant and guarantee their work and all materials provided by contractor as part of this project for a period of three (3) years to be free of manufacturing and / or installation defects. Warranty period shall commence on acceptance of completed and tested system at each specific school site.

PRODUCT SPECIFICATIONS

Brand names or model numbers used in the specifications are for the purpose of identification and to establish a standard of quality. The vendor may offer alternates/substitutes of like quality, but alternate bids must be so labeled. Types, weights, quantities of materials, and methods of installation may not be changed. Any substitutions must, without exception, be manufactured of the same basic materials, meet or exceed all specification requirements of structural, functional, dimensional and appearance without deviation. Full specifications, cuts, or photos should accompany any alternate bids. Woodland Public Schools will have the sole discretion to accept or reject alternates/substitutes and Woodland Public Schools decision in the acceptance or rejection of alternates/substitutes will be final.

All components shall exhibit a UL or other AHJ approved national testing agency stamp. All cables shall be plenum rated. All terminations are 568-B.

UNIT PRICE BID

Where a unit price is sought, the values shall be applicable for any school site for work described in the scope of work for the duration of this contract.

SAFETY CONDITIONS

The Contractor must comply with requirements in the WPS contract section of the RFP.

POLICY REGARDING POSSESSION OR USE OF WEAPONS, TOBACCO, E-CIGARETTES, ALCOHOL OR CANNABIS

Possession and / or use of weapons, tobacco, e-cigarettes, alcohol, or cannabis products are prohibited on Woodland Public School property. Possession or use of weapons, tobacco, e-cigarettes, alcohol or cannabis products on Woodland Public School property is grounds for expulsion from the property and possible legal action to restrain the offending party from entering Woodland Public School property.

CLEAN-UP

1. The contractor must, at all times, keep the work sites free from accumulations of scrap, waste material and dunnage. Contractor is responsible for removal of all scrap, waste and

- dunnage from WPS property and for all costs related to the proper disposal of all scrap, waste and dunnage in a legal manner.
2. At no time may the contractor leave tools, equipment, materials, waste, scrap or dunnage in the schools. All tools, equipment, materials, waste, scrap or dunnage must be removed at the end of the shift and the site left in good condition. Contractor shall sweep and mop tile floors and vacuum carpet floors if dust, grit or grime is generated as part of the process of installing and removing equipment.
 3. All WPS materials removed by the contractor as part of this work, shall be returned to the WPS warehouse.

MATERIALS AND EQUIPMENT STORAGE AT THE SCHOOL SITES

1. There is no space in any WPS schools to store contractor equipment.
2. Any WPS provided materials shall be picked up by the contractor from the WPS warehouse and all surplus materials shall be returned to the WPS warehouse.
3. WPS has a materials transfer process which the contractor must adhere to. Materials will generally be transferred over to the contractor on a site-by-site basis. Once materials are transferred to the contractor, they are the contractor's responsibility to store, protect, insure and install. Materials that are lost by the contractor must immediately be replaced in a like-for-like basis.
4. Materials will be considered transferred back to WPS upon completion of installation of the device or cable and subsequent verification of installation by WPS representatives.

EVALUATION AND CONTRACT AWARD

EVALUATION PROCEDURE

1. Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the WPS which will determine the ranking of the proposals.
2. WPS reserves the right to award the contract to the proposer whose proposal is deemed to be in the best interest of the WPS.

EVALUATION WEIGHTING AND SCORING

Weighting will be assigned to the proposal for evaluation purposes based on the following:

Bid Cost:	35 Points
Prior similar experience:	15 Points
Recommendations from references:	15 Points
Range of other services offered:	10 Points
Compliance with RFP Submittal Requirements:	10 Points
Proximity To Woodland Washington:	15 Points
Total = 100 Points	

ORAL PRESENTATIONS MAY BE REQUIRED

Should oral presentations become necessary, WPS will contact the top-scoring proposers to schedule a date, time and location. Commitments made by the proposer at the oral interview, if any, will be considered binding. Oral presentations will be scored, with the scores being used to determine the successful proposer.

NOTIFICATION TO PROPOSERS

Proposers who have not been selected for further negotiation or award will be notified via e-mail, whenever possible.

PROPOSAL CONTENTS

The proposal contains the following mandatory components in the bid submittal package, in the following order. All sheets must be completely filled out and returned with the bidders proposal.

- 1) Cover Letter and RFP Response Documents
 - a) Completed Bid Response Form (Attachment A)
 - b) Proposal Signature Page (Attachment B)
 - c) Vendor Reference Form. 3 References. (Attachment C)
 - d) Certification and Assurances (Attachment D)
- 2) Section 1: WPS Contract template.
- 3) Section 2: Technical Specification
- 4) Section 3: Eight Drawings, T-1 through T-8. [Page size = 8" x 11 ½"]

Do not use staples; place each of the 3 hard copies and one CD ROM proposal in a separate notebook or binder. Failure to provide the required information in the specified manner will be a basis for disqualifying the bid and causing the bid to be rejected without consideration.

REJECTION OF PROPOSALS

WPS reserves the right in its sole discretion to reject any and all proposals and not to issue a decision. This RFP does not obligate the District to award a contract for the services specified herein.

BID RESPONSE FORM
Attachment A
Structured Cable Systems Upgrade RFP

Base Bid				
Item	Location	Labor Cost \$ (A)	Materials Cost \$ (B)	Site Total \$ (A + B)
1	Woodland Primary School	\$0.00	\$0.00	\$0.00
2	Woodland High School	\$0.00	\$0.00	\$0.00
3	Woodland Middle School	\$0.00	\$0.00	\$0.00
4	Woodland Intermediate School	\$0.00	\$0.00	\$0.00
5	Site Subtotals	\$0.00	\$0.00	\$0.00
6				
7		Insurance, Shipping and Permits Costs		\$0.00
8				
9			Total Lines 1 thru 4 Plus 7	\$0.00
10				
11			Woodland WSST Tax @ 8%	\$0.00
12				
13		Base Bid Grand Total		\$0.00
Bid Alternate #1				
14	Bid Alternate #1	Delta to upgrade all cables to Category 6 cable		\$0.00
15	Additional Woodland WSST Tax @ 7.7% over and above that shown in line 11 above.			\$0.00
16				
17		Bid Alternate #1 Grand Total		\$0.00
18		Grand Total, Base Bid + Bid Alternate #1.		\$0.00
Unit Cost Items Provide unit costs for the following items.				
19	Additional cost to ADD (1) Category 5e Cable to the existing plan.		See Note 1	\$0.00
20	Savings to DELETE (1) category 5e cable from the existing plan.		See Note 1	\$0.00
21	Additional cost to ADD (1) Category 6 Cable to the existing plan.		See Note 1	\$0.00
22	Savings to DELETE (1) category 6 cable from the existing plan.		See Note 1	\$0.00
23	Cost to add (1) 24 Port Category 5e patch panel that the plan.			\$0.00
24	Cost to add (1) 48 Port Category 5e patch panel to the plan.			\$0.00
25	Cost to add (1) 24 Port Category 6 patch panel the the plan.			\$0.00
26	Cost to add (1) 48 Port Category 6 patch panel to the plan.			\$0.00
NOTES				
1	Cost to include all cable, information outlets and faceplates. Assume 200' of cable.			

PROPOSAL SIGNATURE PAGE

Attachment B

Proposals are subject to all requirements furnished with this Request for Proposal document. By signing below, vendor affirms having read the terms, conditions and specifications, and agrees thereto and warrants that products and services supplied herein conform to specifications herein.

By signature on their proposal, Proposers certify that: they have read this Request for Proposal (RFP); are legally authorized to bind the Proposer; agree to furnish the requested supplies, equipment or services in accordance with this RFP.

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

WASHINGTON UBI NO.: _____ FEDERAL TAX ID: _____

SPIN: _____

CONTACT NAME: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

ARE ANY DISTRICT EMPLOYEES OR FORMER EMPLOYEES ON THE GOVERNING BOARD?

Check YES or NO

IF YES, PLEASE GIVE NAME(S) AND POSITION(S).

If the proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the proposer's non-performance or poor performance and the issue of performance was either:

- (a) Non-litigated due to inaction on the part of the proposer, or
- (b) Litigated and such litigation determined that the proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the proposer's position on the matter. The District will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the proposer in the past five (5) years, so indicate.

Legally Authorized Signature:

PRINTED NAME: _____ DATE: _____

TITLE: _____

SIGNATURE: _____

Provide three references. References will be contacted by WPS.

VENDOR REFERENCES FORM-Attachment C

Reference 1 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service: Voice <input type="checkbox"/> Data <input type="checkbox"/>	E-mail Address:	OK to Contact?
Number of devices / approximate monthly minutes	When Installed:	
Description / Notes:		
Reference 2 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service: Voice <input type="checkbox"/> Data <input type="checkbox"/>	E-mail Address:	OK to Contact?
Number of devices / approximate monthly minutes	When Installed:	
Description / Notes:		
Reference 3 - Client Name:	State:	Type of Business:
Contact Name:	Job Title:	Phone Number:
Type of Service: Voice <input type="checkbox"/> Data <input type="checkbox"/>	E-mail Address:	OK to Contact?
Number of devices / approximate monthly minutes	When Installed:	
Description / Notes:		

CERTIFICATION AND ASSURANCES

Attachment- D

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

- 1) I/we declare that all answers and statements made in the proposal are true and correct.
- 2) The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
- 3) The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
- 4) In preparing this proposal, I/we have not been assisted by any current or former employee of the District whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 5) I/we understand that the District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the District, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
- 6) Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other proposer or to any competitor.
- 7) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 8) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer _____

Title _____ Date _____

Section 1: Woodland Public Schools Contract Template

AGREEMENT BETWEEN WOODLAND SCHOOL DISTRICT AND CONTRACTOR

This AGREEMENT is made as of the _____ of _____, between the Woodland School District (School District) and _____ (Contractor).

A general description of the Project or Work is: Structured Cable System Upgrade

The School District and Contractor agree as set forth below.

**ARTICLE I
THE WORK**

1.1 The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

**ARTICLE II
DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION**

- 2.1 The date of commencement of the Work (the date from which the Contract Time is measured) is the date of this Agreement written above, unless a different date is stated is here: _____.
- 2.2 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ and Final Completion by _____, subject to adjustments of the Contract Time as provided in the Contract Documents.
- 2.3 Liquidated damages shall be \$ _____ per day for each calendar day after the Contract Time that Substantial Completion is not attained. The Contractor agrees that the liquidated damages amounts are a reasonable estimation of actual damages, as of the date of this Agreement, based on the inherent uncertainty and difficulty in determining and quantifying damages caused in the construction of School District facilities and improvements and are not a penalty. The School District shall be entitled to deduct the liquidated damages from any money otherwise due, or about to come due, to Contractor. The liquidated damages are not intended to preclude the Owner from pursuing claims or causes of action for consequential damages related to delay or to pursue other damages to the Owner from failures or faults of the Contractor unrelated to delay in the Work, nor do they limit or impair any other right or remedy the Owner may otherwise have under this Agreement or in law.

**ARTICLE III
CONTRACT SUM**

2.3 The School District shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of _____ Dollars (\$), subject to additions and deductions as provided in the Contract Documents. **Sales tax is not included** in and shall be added to the Contract Sum.

3.1 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the School District:

Insert

3.2 Unit prices, if any, are as follows:

Insert

**ARTICLE IV
PAYMENT**

4.1 The School District will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor. The School District will make progress payments on account of the Contract Sum. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as provided below. The School District will make final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed, and the School District's Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents. A performance and payment bond is required: see Section 6.3.

4.2 Payments due and unpaid under the Agreement after 30 days from the date of Application for Payment shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2% but under no circumstances shall exceed 12% per annum.

**ARTICLE V
PERMITS AND FEES**

The School District will pay for the building permit, including initial plan check fees.

5.1 The Contractor shall be responsible for and pay all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work that are customarily secured after execution of the Contract and that are legally required when bids are received.

ARTICLE VI INSURANCE AND BONDS

6.1 Contractor's Liability Insurance.

(a) The Contractor shall purchase from and maintain during the life of this Agreement, at its own cost in a company or companies admitted to do business in the State of Washington, possessing a Best's policy holder's rating of A or better and a financial rating of no less than VIII, and reasonably acceptable to the School District, an occurrence-based Commercial General Liability Insurance Policy with limits of liability insurance with per-project general aggregate provisions and not less than the following.

(i) \$1,000,000 Combined Single Limit protections for both bodily injury and property damage liability per occurrence and \$2,000,000 general aggregate;

(ii) \$1,000,000 per accident for bodily injury liability including sickness, disease or death and property damage liability because of damage to or destruction of property of others, including loss of use thereof arising out of the operation of automobiles.

(iii) \$1,000,000 for personal injury liability coverage included and defined in the Commercial General Liability insurance policy for damages which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

(iv) \$1,000,000 for claims involving blanket contractual liability insurance (included and defined in the Commercial General Liability Insurance Policy) applicable to the Contractor's obligations under Section 10.13.

(v) In addition, the Contractor shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$1,000,000.

(b) The insurance described above shall include coverage for underground, collapse and explosion exposures.

(c) In addition, the Contractor shall purchase and maintain insurance for claims under workers' compensation (industrial insurance), disability benefit and other similar employee benefit acts in the State statutory amount and Employer's Liability with coverage of at least \$500,000.

(d) The School District's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

6.2 Property

Insurance. Check one of the

following:

o **Contractor Purchases Property Insurance.**

(a) The Contractor shall insure the property in an amount equal to the Contract Sum (including clearing, preparation and excavation of the site) against "all risks" of physical damage, including marring, scratching and collapse. The policies shall be written to insure the School District, the Contractor and /or Subcontractors and /or assignees as their interests may appear. The loss, if any, shall be payable to the School District, as trustee for the Contractor and its Subcontractors. The inception date of this policy shall be the date the Contractor is ordered by the School District or its agent to proceed with the Contract. The Contractor shall furnish the School District with satisfactory proof, in duplicate, of carriage of such insurance. The certificate must reflect Woodland School District as additional insured.

(b) Upon the occurrence of an insured loss, the School District as trustee shall have the power to adjust and settle any loss with the insurers. The School District shall deposit in a separate account any monies received, and shall distribute such funds as the parties in interest may agree. If no agreement is reached, any damaged Work shall first be repaired or replaced, and payment therefor made from the separate account by Change Order or by payment to a separate contractor, at School District's option; further disbursements from the separate account will then be determined by the School District.

(c) The School District and Contractor waive all rights against (1) each other and any of their Subcontractors of any tier, agents and employees each of the other, and (2) any Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors of any tier, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 6.2 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the School District as fiduciary. The

School District does not waive subrogation rights to the extent of its property insurance on structures or portions of structures that do not comprise the Work. The School District or Contractor, as appropriate, shall require of any Architect, Architect's consultants, separate contractors described in Article 12, if any, and the Subcontractors of any tier, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

or

o **School District Purchases Property Insurance.**

(d) The School District shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against "all risks" of physical loss. The policies shall inure to the benefit of the School District only. The Contractor is at risk for all material and equipment not a permanent part of any structure.

Upon the occurrence of an insured loss, the School District shall have the power to adjust and settle any loss with the insurers.

(If neither box is checked, the latter box where the School District Purchases Property Insurance is operative.)

6.3 Payment and Performance Bond.

(a) The Contractor shall be secured from a surety company licensed to do business in the State of Washington, and the Contractor shall pay for a performance and a payment bond in the full amount of the Contract Sum plus sales tax, pursuant to and in form and substance fully compliant with RCW 39.08. Such bond shall be conditioned that Contractor shall faithfully perform all provisions of this Agreement (expressly including, without limitation, the Contractor's obligations under Article 18 of this Agreement) and pay all laborers, mechanics, Subcontractors and suppliers, and all persons who supply such person or persons, or Subcontractors, with provision and supplies for carrying out the Work. Within ten (10) days after the issuance of the Notice of Intent to Award Contract, the Contractor shall deliver evidence of its bondability to the School District. Within ten (10) days of entering into the Agreement, the Contractor shall deliver two copies of the bond to the School District and one copy to any Architect. THE SCHOOL DISTRICT MAY DECLINE TO ENTER INTO THE CONTRACT IF EVIDENCE OF BONDABILITY IS NOT RECEIVED, THE SCHOOL DISTRICT MAY WITHHOLD ITS "NOTICE TO PROCEED" AND/OR WITHHOLD PAYMENT TO THE CONTRACTOR UNTIL SUCH SURETY BOND IS RECEIVED.

ARTICLE VII
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

7.1 This executed Agreement between the School District and Contractor, including the attached

- (a) The Addenda (if any) as follows: **Insert**
- (b) General Conditions : Attached
- (c) Any Supplementary and other Conditions of the Agreement: **Insert**
- (d) The Specifications as follows: **Insert**
- (e) The Drawings as follows: **Insert**

Any other documents forming part of the Contract Documents listed below: **Insert**

This Agreement entered into as of the day and year first written above.

WOODLAND SCHOOL DISTRICT

By:

(Signature)

(Printed name and title)

Address: _____

CONTRACTOR

By: _____

(Signature)

(Printed name and title)

Address: _____

GENERAL CONDITIONS _____

ARTICLE VIII
THE CONTRACT DOCUMENTS

8.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

8.2 The Contract Documents shall not be construed to create a contractual relationship of any kind between the School District and a Subcontractor of any tier or between any persons or entities other than the School District and Contractor.

8.3 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE IX
ADMINISTRATION OF THE AGREEMENT

9.1 The School District will provide administration of the Agreement. If an Architect is also involved, its duties beyond those addressed in the General Conditions will be described in an attachment to this Agreement. The School District must approve in writing all changes in the Contract Sum or Time and all Change Orders, Construction Change Directives, and payments to the Contractor.

9.2 Neither any representative of the School District nor any Architect is authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the Work whether or not executed in accordance with, nor to issue instructions contrary to the Contract Documents except as otherwise specifically authorized in this Agreement.

9.3 The School District or any Architect may disapprove, condemn or reject work when, in its opinion, the Work does not conform to the Contract Documents. The School District or any Architect may require special inspection or testing or any Work in accordance with the provisions of the Contract Documents whether or not such Work is then fabricated, installed or completed.

9.4 The School District or any Architect may call, schedule and conduct job meetings, which the Contractor and representatives of its Subcontractors shall attend, to discuss such matters as procedures, progress, problems and scheduling.

9.5 The School District and any Architect may visit the site at intervals it considers appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work. However, neither will be obligated to make exhaustive or

continuous on-site inspections to check quality or quantity of the Work nor liable for any condition that would be discovered through inspections.

ARTICLE X THE CONTRACTOR

10.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, for safety, and for coordinating all portions of the Work under the Agreement. The Contractor shall be an independent contractor in the performance of the Work and shall have complete control over and responsibility for all personnel performing the Work. The Contractor acknowledges that it is not economically dependent on the School District for these services and is free to contract with other parties for services the Contractor provides. The Contractor is not authorized to enter into any agreements or undertakings for or on behalf of the School District or to act as or be an agent or employee of the School District.

10.2 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

10.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall be responsible to the School District for the acts and omissions of the Contractor's employees, Subcontractors of any tier and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor. At no change to the Contract Sum or Contract Time, the School District may provide written notice requiring the Contractor to remove from the Work any employee or other person carrying out the Contract the School District considers objectionable.

10.4 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract, including observances of drug testing and all smoking, tobacco, parking, safety, weapons and other rules governing the conduct of personnel at the Project site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall ensure that all persons performing the Work comply with the Owner's tobacco use policy and will not and do not engage in inappropriate conduct or inappropriate contact with students or staff. Neither the Contractor nor any of its Subcontractors of any tier shall utilize any employee at the site who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. The Contractor shall remove from the Work and Work site any employee or other person who has

engaged in such actions or who the Owner reasonably considers objectionable. Without limiting the generality of the foregoing, the Contractor shall ensure by appropriate provisions in each subcontract agreement that the Contractor may remove from the Work and Work site any Subcontractor or Subcontractor's employee who has engaged in such action. At no change to the Contract Sum or Contract Time, the Contractor shall remove from the Work and Work site any employee or other person pursuant to this Section 10.4. Failure to comply with these requirements is grounds for immediate termination of the Agreement for cause.

10.5 Warranty. The Contractor warrants that materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be performed in a workmanlike manner, free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. The School District may conclude that Work not conforming to these requirements, including substitutions not properly approved and authorized, is defective. The Contractor's warranty excludes remedy for damage or defect caused by third-party abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

10.6 Taxes. The Contractor shall pay sales, consumer, use, B & O, and other applicable taxes that are legally enacted when bids are received, whether or not yet effective or merely scheduled to go into effect.

10.7 Notices. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the School District or Architect (if any) if the Contractor observes the Drawings and Specifications to be at variance with them.

10.8 Submittals. The Contractor shall review, approve and submit to the School District or Architect (if any) with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents at any time, including following expiration or termination of this Agreement, and in any format, including electronic format, as may be requested by the School district. The Work shall be in accordance with approved submittals.

10.9 Progress Schedule. Within ten (10) days of execution of this Agreement, the Contractor shall submit a preliminary schedule of the Work to the School District. Failure to do so shall constitute a material breach of the Contract and a material breach of the conditions of the bid bond. Within thirty (30) days after execution of the Agreement, and before any progress payment need be made, the Contractor, after consultations with its Subcontractors, shall submit a Progress Schedule to the School District. Neither the School District nor any Architect will, however, review or approve the substance or sequence of the Progress Schedule, which are the Contractor's sole responsibility. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the Work in accordance with all of the specific methods and submittals described in the Contract Documents. The Contractor shall use the Contract Schedule to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.

10.10 Clean-Up. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement.

Upon completion of Work or at the School District's request, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

10.11 **Access.** The Contractor shall provide the School District and any Architect access to the Work wherever located.

10.12 **Royalties and Patents.** The Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement or patent rights and shall hold the School District and any Architect harmless from loss on account thereof, unless the Contract Documents require a particular design, process or product of a particular manufacturer or manufacturers.

10.13 **Indemnification.** Subject to the following conditions, the Contractor shall defend, indemnify, and hold harmless the School District, any Architect and their respective agents, employees, consultants, successors and assigns ("Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs and attorneys' fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from the performance of the Work or any act or omission of the Contractor, its agents, any of its Subcontractors of any tier, and anyone directly or indirectly employed by the Contractor or Subcontractors of any tier ("Indemnitor"). The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor. The Contractor will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor to the extent of the Indemnitor's negligence. The Contractor agrees to being added by the School District as a party to any mediation, arbitration or litigation with third parties in which the School District alleges indemnification or contribution from an Indemnitor. The Contractor agrees that all of its Subcontractors of any tier will, in the subcontracts, similarly stipulate; in the event any does not, the Contractor shall be liable in place of such Subcontractor(s). To the extent a court or arbitrator strikes any portion of this indemnification provision for any reason, all remaining provisions shall retain their vitality and effect. In claims against any person or entity indemnified under this Agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. After mutual negotiation of the parties, the Contractor waives immunity as to the School District, the Architect and their consultants only under Title 51 RCW, "Industrial Insurance." IF THE CONTRACTOR DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE SCHOOL DISTRICT PRIOR TO THE DATE FOR THE RECEIPT OF BIDS, OR THE CONTRACTOR WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY.

10.14 **Prevailing Wages.**

(a) Pursuant to RCW 39.12, no worker, laborer, or mechanic employed in the performance of any part of this Agreement shall be paid less than the "prevailing rate of wage" (in effect as of the date that bids are due) as determined by the Industrial Statistician of the Department of Labor and Industries, ESAC Division, PO Box 44540,

Olympia WA 98504-4540. The schedule of the prevailing wage rates for the locality or localities where this Work will be performed is attached and made a part of this Agreement by reference as though fully set forth herein. The contractor shall provide the respective Subcontractors with a schedule of the applicable prevailing wage rates. The Industrial Statistician will answer questions relating to prevailing wage data upon request.

(b) Pursuant to RCW 39.12.060, in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the Department of Labor and Industries of the state, whose decision therein shall be final and conclusive and binding on all parties involved in the dispute.

(c) The Contractor shall defend, indemnify and hold the School District harmless, including attorneys' fees, from any violation or alleged violation of RCW 39.12 ("Prevailing Wages on Public Works") or RCW 51 ("Industrial Insurance"), including without limitation RCW 51.12.050, by the Contractor or any Subcontractor of any tier.

10.15 The Contractor shall comply with all applicable provisions of RCW 49.28 ("Hours of Labor").

10.16 Pursuant to RCW 49.70 and WAC 296-62-054 et seq., the Contractor shall provide the School District copies of and have available at the Project Site a workplace survey or material safety data sheets for all "hazardous" chemicals under the control or use of Contractor or any Subcontractor at the Project Site. Contractor shall not be entitled to any additional Contract Time or compensation arising from its failure or alleged failure to comply with this statute or regulations.

10.17 The Contractor shall maintain and preserve for at least six years from the date of final payment books, ledgers, records, documents, estimates, correspondence, logs, schedules, electronic data and other evidence relating or pertaining to the costs and/or performance of the Contract ("records") to such extent and in such detail as will properly reflect and fully support compliance with the requirements of the Contract Documents and with all costs, charges and other amounts of whatever nature. Within seven (7) days of the School District's request, the Contractor agrees to make available at the office of the Contractor during normal business hours all records for inspection, audit and reproduction (including electronic reproduction) by the School District or its representatives. These requirements shall be applicable to each Subcontractor of any tier and included in each Subcontract and purchase order issued with respect to the Works.

10.18 If applicable, the Contractor shall comply with the apprentice utilization requirement of RCW 39.04.320, as may hereafter be amended, and as such requirement may be adjusted by the School District for this Project pursuant to RCW 39.04.320(2).

**ARTICLE XI
SUBCONTRACTORS**

11.1 A “Subcontractor” is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site or to supply materials or equipment. A “Subcontractor of any tier” includes Subcontractors as well as all direct and lower level sub-subcontractors and suppliers.

11.2 As soon as practicable and no later than ten (10) days after award of the Agreement, the Contractor shall confirm in writing to the School District the names of the Subcontractors for each portion of the Work. The Contractor shall not contract with any Subcontractor to whom the School District has made reasonable and timely objection or different from the one listed in conjunction with the bid. Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor to be bound to the Contractor by the terms of the Contract Documents to the extent of the Work to be performed by the Subcontractor and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the School District, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

11.3 The Contractor shall promptly pay all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work (including, but not limited to, any Subcontractors). The Contractor shall furnish to the School District such releases of claims and other documents as the School District may request from time to time to evidence such payment. The School District may, at its option, withhold payment, in whole or in part, to the Contractor until such documents are so furnished. The Contractor shall indemnify and hold harmless the School District from any liens, including all expenses and attorneys’ fees.

**ARTICLE XII
CONSTRUCTION BY SCHOOL DISTRICT OR BY SEPARATE CONTRACTORS**

12.1 The School District reserves the right to perform construction or operations related to the Project with the School District’s own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to those of the Contract Documents.

12.2 The Contractor shall afford the School District and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations as required by the Contract Documents.

**ARTICLE XIII
CHANGES IN THE WORK**

13.1 The School District, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or modifications (“Changes”), and the Contract Sum and Contract Time will be adjusted accordingly. Changes in the Work, the

Contract Sum and/or the Contract Time shall be authorized only by written Change Order signed by the School District, the Architect (if any) and the Contractor or by written Construction Change Directive signed by the School District and the Architect (if any).

(a) Change Orders. A Change Order is a written instrument signed by the School District and the Contractor stating their agreement upon a change in the Work; the amount of the adjustment in the Contract Sum, if any; and the extent of the adjustment in the Contract Time, if any.

(b) Construction Change Directives. A Construction Change Directive is a written order prepared and signed by the School District and any Architect that directs a change in the Work and states a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. It shall be used in the absence of total agreement on the terms of a Change Order. The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive. As soon as possible, and within seven (7) days of receipt, the Contractor shall advise the School District in writing of the Contractor's agreement or disagreement with the cost or the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.2 If the parties cannot agree on the cost or credit to the School District from a Change in the Work, the Contractor shall keep and present, in such form as the School District may prescribe, an itemized accounting together with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the following:

(a) Direct labor costs: Current W.D.O.L. & I. prevailing hourly wage for the laborers, journeymen, and foremen performing and/or directly supervising the Changed Work on the site. The premium portion of overtime wages is not included unless pre-approved in writing by the School District. The hourly cost shall be based upon basic wages and mandatory fringe benefits and worker's insurances.

(b) Direct material costs: An itemization of the quantity of materials necessary to perform the Change in the Work and the net cost therefor.

(c) Construction equipment usage costs: An itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the Change in the Work at the Site times the lower of the actual rental receipt or applicable current state, NECA, Data Quest, or MCA rental cost. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the Change in the Work. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

(d) Cost of any change in insurance or bond premium. Upon request, the Contractor shall provide the School District with supporting documentation.

(e) Subcontractor costs: Payments the Contractor makes to Subcontractors for Changed Work performed by Subcontractors of any tier. The cost of Work for Subcontractors of any tier shall be determined in the same manner as prescribed in this

Section 13.2.

(f) Fee: The allowance for all combined overhead and profit, including impact costs of any kind, added to the total cost to the School District of any Change Order or any claim for additional work or extra payment of any kind on this Project shall be strictly limited to the following schedule:

(i) For the Contractor, for any materials or work performed by the Contractor's own forces, 12% of the cost.

(ii) For the Contractor, for materials or work performed by its Subcontractor, 8% of the amount due the Subcontractor.

(iii) For each Subcontractor (including lower tier subcontractor involved), for any materials or work performed by its own forces, 12% of the cost.

(iv) For each Subcontractor, for materials or work performed by its subcontractors of any lower tier, 5% of the amount due the sub-subcontractor.

(v) The cost to which the Fee is to be applied shall be determined in accordance with Section 13.2(a)-(e).

13.3 Dispute Resolution. All claims, disputes and other matters in question by the Contractor, direct or indirect, arising out of, or relating to, the Contract Documents or the breach thereof ("Claims"), except Claims which have been waived under the terms of the Contract Documents, shall be decided exclusively by the following dispute resolution procedure. The Contractor shall diligently carry on the Work and maintain the progress schedule during the dispute resolution procedure, including any litigation proceedings, unless the parties mutually agree in writing otherwise.

(a) Notice of Claim. The Contractor shall submit notice of all Claims to the School District in writing within fourteen (14) days of the event giving rise to them and shall include a clear description of the event and its probable effect. Failure to comply with these requirements shall constitute waiver of the Claim.

(b) Claim Submission. Within thirty (30) days of the event giving rise to the Claim, the Contractor shall provide the School District in writing with a Claim, which shall include a clear description of the Claim, all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and Subcontractors of any tier are entitled, and data supporting the Claim. The claim of a Subcontractor may be brought only through the Contractor and only after the Contractor notifies the School District in writing that the Contractor has reviewed the Claim. No act, omission, or knowledge, actual or constructive, of the School District shall in any way be deemed to be a waiver of the requirement for a timely written Claim unless the School District provides the Contractor with an explicit, unequivocal written waiver.

(c) Informal Resolution. The School District will make a determination of the Claim. If the Contractor disagrees with the School District's determination and wishes to

pursue the Claim further, the Contractor must, within fourteen (14) days of receipt of the determination, provide the School District with a written request that a representative of the Contractor and the School District meet, confer, and attempt to resolve the claim. This meeting will then take place at mutually convenient time within fourteen (14) days of the request.

(d) Mediation. The Contractor may bring no Claim against the School District unless the Claim is first subject to non-binding mediation under the Construction Mediation Rules of the American Arbitration Association ("AAA"). This requirement cannot be waived except by an explicit written waiver signed by the School District and the Contractor. To initiate the mediation process, the Contractor shall submit a written mediation request to the School District within thirty (30) days of the meeting undertaken in Section 13.3(c). If the parties are unable to agree to a mediator within thirty (30) days after the School District's receipt of the written request for mediation, either party may submit a request for mediation to the AAA. An officer of the Contractor and the Superintendent or designee of the School District, both having full authority to settle the Claim, must attend the mediation session. To the extent there are other parties in interest, such as Subcontractors, their representatives, with full authority to settle the Claim, shall also attend the mediation session. Unless the School District and Contractor mutually agree in writing otherwise, all unresolved Claims in the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by School District.

(e) Litigation. The Contractor may bring no litigation on Claims unless such Claims have been properly raised and considered in the dispute resolution procedures of Sections 13.3(a) through 13.3(d) above. All unresolved Claims of the Contractor shall be waived and released unless the Contractor has strictly complied with the time limits of the Contract Documents, and litigation is served and filed within the earlier of (a) 120 days after the Date of Substantial Completion designated in writing by School District or (b) 60 days after Final Acceptance. This requirement cannot be waived except by an explicit written waiver signed by School District and the Contractor. The pendency of mediation shall toll these filing requirements.

(f) Notice. The parties stipulate that the Contractor's failure timely to submit required notices or timely submit Claims has a substantial impact upon and prejudices the School District, including but not limited to the inability to fully investigate or verify the Claim, mitigate damages, choose alternative options, adjust the budget, delete or modify the impacted Work, and/or monitor time, cost and quantities. For these and other reasons, the parties stipulate that the School District is prejudiced by the Contractor's failure timely to submit notices or Claims as required by the Contract Documents.

13.4 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site which are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found and generally recognized as inherent in activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the School District promptly before conditions are disturbed and in no event later than seven (7) days after the first observance on the conditions. The Contractor shall make any Claim arising from such condition in accordance with

the dispute resolution procedure in Section 13.3.

ARTICLE XIV TIME

14.1 Within ten (10) days of executing the Agreement, the Contractor shall deliver any required bond to the School District; no Progress Payments shall be due until the bond is delivered.

14.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the School District may determine. The Contractor (including Subcontractors) shall be entitled to damages for delay, the total limited to the liquidated rate of Section 2.3, only where the School District's own actions or inactions were the actual, substantial cause of the delay and where the Contractor could not have reasonably avoided the delay by the exercise of due diligence. If a delay was caused by the Contractor, a Subcontractor of any tier, or anyone acting on behalf of any of them, the Contractor is not entitled to an increase in the Contract Time or in the Contract Sum.

14.3 THE TIMELY COMPLETION OF THIS PROJECT IS ESSENTIAL TO THE SCHOOL DISTRICT. The School District will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages. Consequently, the Agreement includes provisions for liquidated damages. The School District's right to liquidated damages is not affected by partial completion, Substantial Completion, occupancy, or beneficial occupancy.

ARTICLE XV PAYMENTS AND COMPLETION

15.1 **Progress Payments.** Payments shall be made as provided in Article 4 of this Agreement. If Progress payments are specified, they will be made monthly for Work duly approved and performed during the calendar month preceding the application according to the following procedure.

(a) Draft Application. Within the first ten (10) days of each month, the Contractor shall submit to the School District a report on the current status of the Work as compared to the Progress Schedule and a draft itemized application for payment for Work performed during the prior calendar month. This shall not constitute a payment request. The Contractor, the School District and the Architect (if any) shall meet within the next ten (10) days and confer regarding the current progress of the Work and the amount of payment to which the Contractor is entitled. The School District may request the Contractor to provide data substantiating the Contractor's right to payment, such as

copies of requisitions or invoices from Subcontractors. The Contractor shall not be entitled to make a payment request, nor is any payment due the Contractor, until such data is furnished.

(b) Payment Request. Within five (5) days after the Contractor and the School District have met and conferred regarding the draft application, and the Contractor has furnished all data requested, the Contractor may submit a payment request in the agreed-upon amount, in the form of a notarized, itemized Application for Payment for Work performed during the prior calendar month on a form supplied or approved by School District. Among other things, the Application shall state that prevailing wages have been paid in accordance with the pre-filed statement(s) of intent to pay prevailing wages on file with the School District and that all payments due Subcontractors from School District's prior payments have been made. **THE SUBMISSIONS OF THIS APPLICATION CONSTITUTES A CERTIFICATION THAT THE CONTRACT IS CURRENT ON THE PROGRESS SCHEDULE**, unless otherwise noted on the application. If the Contractor believes it is entitled to payment for Work performed during the prior calendar month in addition to the agreed-upon amount, the Contractor may, within the same five-day time period, submit to the School District a separate written payment request specifying the exact additional amount due, the category in the Schedule of Values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due.

(c) Payments to Subcontractors. No payment request shall include amounts the Contractor does not intend to pay to a Subcontractor. If, after making a request for payment but before paying a Subcontractor for its performance covered by the payment request, the Contractor discovers that part or all of the payment otherwise due to the Subcontractor is subject to withholding from the Subcontractor for unsatisfactory performance, the Contractor may withhold the amount as allowed under the subcontract, but it shall give the Subcontractor and the School District written notice of the remedial actions that must be taken as soon as practicable after determining the cause for the withholding but before the due date for the Subcontractor payment, and pay the Subcontractor within eight (8) working days after the Subcontractor satisfactorily completes the remedial action identified in the notice.

15.2 Prevailing Wages. Pursuant to RCW 39.12, the Contractor will not receive any payment until the Contractor and all Subcontractors have submitted a "Statement of Intent to Pay Prevailing Wage" to the School District. The statement must have the approval of the Industrial Statistician of the Department of Labor and Industries before it is submitted to the School District. The Contractor and the respective Subcontractors shall pay all fees required by the Department of Labor and Industries, including fees for the approval of the "Statement of Intent to Pay Prevailing Wages." Approved copies of the "Statement of Intent to Pay Prevailing Wages" must be posted where workers can easily read them.

15.3 Withheld Payments. Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5)

damage to the School District or another contractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. When the School District intends to withhold all or part of a payment for unsatisfactory performance, the School District will provide the Contractor, within eight (8) working days after the School District's receipt of the Application for Payment, written notification of the reasons that all or part of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.

15.4 **Substantial Completion.**

(a) When the Contractor believes that the Work is Substantially Complete, it shall notify the School District in writing. When the School District agrees, it will issue a Certificate of Substantial Completion. Substantial Completion is the stage in the progress of the Work when the construction is sufficiently complete, in accordance with the Contract Documents, so the School District can fully utilize the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work and final cleaning shall have been completed. The Work is not Substantially Complete if all systems and parts affected by the Work are not usable or if utilities affected by the Work are not connected and operating normally. The fact that the School District may use or occupy the Work or designated portion thereof does not indicate that the Work is Substantially Complete, nor does such occupation toll or change any liquidated damages due the School District.

(b) Immediately before partial or complete occupancy, the School District will schedule an inspection tour of the area to be occupied. A representative of the School District, Architect (if any) and Contractor will jointly tour the area and record items still remaining to be finished and/or corrected. The Contractor shall supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum, notwithstanding their not being recorded during the inspection tour.

15.5 **Final Payment.** Pursuant to RCW 60.28, completion of the Contract Work shall occur after the Contractor has been notified that the Work has been concluded and submits the items listed below to the School District, any required occupancy permit has been issued and the School District Board formally accepts the Project ("Final Acceptance"). Final Payment shall not become due until after Final Acceptance and the following has been completed:

(a) An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the School District or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied,

(b) consent of surety to final payment,

(c) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the

School District,

(d) a written statement that the Contractor knows of no substantial reason why the insurance will not be renewable to cover the period required by the Contract Documents,

(e) other data establishing payment or satisfaction of or protection (satisfactory to the School District) against all obligations, such as receipts, releases and waivers of liens arising out of the Agreement, satisfactorily demonstrating to the School District that the claims of Subcontractors and laborers who have filed claims have been paid,

(f) pursuant to RCW 39.12.040, an "Affidavit of Wages Paid" from the Contractor and from each Subcontractor certified by the Industrial Statistician of the Department of Labor and Industries, with fees paid by the Contractor or Subcontractor,

(g) a certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to this Project (including, without limitation, city/county building departments, health districts and utility districts; attach a copy of each of these closed or signed-off permits),

(h) all warranties, guarantees, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents,

(i) a hard copy of the "record" drawings and specifications, delivered in a clear, clean and legible condition,

(j) certification from the Washington State Department of Revenue that all taxes, increases and penalties due from the Contractor, and all taxes due and to become due with respect to the Work, have been paid in full or are readily collectible without recourse to the state's lien on the contract retainage, and

(k) evidence that the Contractor and all Subcontractors of any tier have fully satisfied any obligation to make industrial insurance premiums related to the Work and required under RCW 51.12.050 and/or RCW 51.12.070.

If any Subcontractor of any tier refuses to furnish a release or waiver required by the School District, the School District may retain in the fund, account, or escrow funds such amount as to defray the cost of foreclosing the liens of such claims and to pay attorneys' fees, the total of which shall be no less than 150% of the claimed amount. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the School District all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment shall be made pursuant to RCW 60.28 after the Contractor has completed the steps in this Section 15.5 and has properly submitted certificates from the Department of Revenue, the Department of Labor and Industries and, pursuant to RCW 50.24, a certificate from

the Department of Employment Security.

15.6 **Waivers.**

(a) Final Payment by School District. The making of final payment shall constitute a waiver of claims by the School District except those arising from (1) claims or encumbrances arising out of the Agreement and unsettled; (2) failure of the Work to comply with the requirements of the Contract Documents; or (3) terms of warranties required by the Contract Documents or law.

(b) Final Payment to Contractor. Acceptance of final payment by the Contractor shall constitute a waiver of Claims except those previously made in writing and identified in writing as unsettled on the final Application for Payment.

(c) Change Orders. The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. If the Contractor adds a reservation of rights that has not been initiated by the School District, all the amounts previously agreed shall be considered disputed and not yet payable unless the costs are re-negotiated or the reservation is withdrawn or changed in a manner satisfactory to and initiated by the School District.

15.7 **Retainage.**

(a) Single Payment. If a single payment, rather than progress payments, is to be made to the Contractor, there will be no retainage withheld except as set forth in Section 15.5.

(b) Progress Payments. If progress payments are to be made to the Contractor:

(i) Pursuant to RCW 60.28, the School District will reserve 5% from the moneys the Contractor earns on estimates during the progress of the Work, to be retained as a trust fund for the protection and payment of the claims of any person arising under the Agreement and the state with respect to taxes imposed pursuant to Title 82 RCW which may be due from the Contractor. Retained moneys will be released to the Contractor only upon satisfaction of Section 15.5.

(ii) The moneys reserved may, at the option of the Contractor, be (1) retained in a fund by the School District until forty-five (45) days following Final Acceptance; or (2) deposited by the School District in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until forty-five (45) days following Final Acceptance, with interest to the Contractor; or (3) placed in escrow with a bank or trust company until forty-five (45) days following the Final Acceptance, by the School District's joint check to the bank or trust company and the Contractor, to be converted into bonds and securities chosen by the Contractor, approved by the School District, and held

in escrow, with interest on the bonds and securities paid to the Contractor as it accrues.

(iii) If moneys are retained from the Contractor, it may retain payment of not more than 5% from the moneys earned by any Subcontractor, provided that the Contractor pays interest to the Subcontractor at the same interest rate it receives from its reserved funds.

15.8 **Warranty of Title.** The Contractor warrants and guarantees that title to Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the School District no later than the time of payment free and clear of liens.

ARTICLE XVI PROTECTION OF PERSONS AND PROPERTY

16.1 The Contractor shall be solely responsible for, and neither the School District nor any Architect shall have responsibility for, all aspects of safety, including initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Agreement. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto.

16.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the School District or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 10.13.

16.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB").

16.4 The Contractor shall bear the risk of any loss, damage or destruction of its own property, including without limitation its own property, including without limitation its tools, trailers and equipment, whether rented or owned, to the extent that they will not be incorporated in the Work. Any insurance provided by the School District will not cover any such loss, damage or destruction.

ARTICLE XVII
INSURANCE AND BONDS

17.1 Contractor's Liability Insurance.

(a) As also set forth in Article 6 of the Agreement, the Contractor shall purchase from and maintain during the life of this Agreement, at its own cost an occurrence-based Commercial General Liability Insurance Policy which shall provide bodily injury and property damage liability on Contractor's operations, including Subcontractors of any tier; owned, non-owned and hired vehicles; on work sublet to others; and on the indemnity provisions of this Agreement. This insurance will name the School District and its employees as additional insureds per Additional Insured Owner's (Form B) for Work performed under this Agreement; the Contractor's policy shall be primary, and any School District policies excess. The limits of liability insurance shall have per-project general aggregate provisions and not be less than the amounts specified in Article 6 above.

(b) Before commencing the Work or exposure to loss can occur, and, in any event, within seven (7) days after the School District has issued its "Notice of Intent to Award Contract," the Contractor shall furnish the School District with Certificates of Insurance, in duplicate, as evidence of all insurance required by the Contract Documents. All policies and certificates must be signed copies and shall contain provision that coverages afforded under the policies cannot be materially altered, allowed to expire or canceled without first giving forty-five (45) days written notice by certified mail to the School District. The Contractor shall furnish to the School District copies of any subsequently issued endorsements amending, modifying, altering, or restricting coverage of limits.

(c) Coverage shall be maintain without interruption from the date of commencement of the work until the date of Final Acceptance, except for any coverage required to be maintained after Final Acceptance. Completed operations coverage shall remain in force for three years after Final Acceptance.

(d) If the School District is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify the School District, than the Contractor shall bear all costs properly attributable thereto. **THE SCHOOL DISTRICT MAY WITHHOLD PAYMENT PENDING RECEIPT OF ALL CERTIFICATES OF INSURANCE.** Failure to withhold payment shall not constitute a waiver of the Contractor's obligation to have insurance.

(e) The School District's specification or approval of the insurance in this Agreement or of its amount shall not relieve or decrease the liability of the Contractor under the Contract Documents or otherwise. Coverages are the minimum to be provided and are not limitations of liability under the Contract, indemnification, or applicable law provisions. The Contractor may, at its expense, purchase larger coverage amounts or additional insurance.

17.2 Property Insurance.

- (a) The requirements for property insurance are addressed in Article 6 above.

17.3 Payment and Performance Bond.

- (a) The requirements, if any, for payment and performance bonding are addressed in Article 6 above.

**ARTICLE XVIII
CORRECTION OF WORK**

18.1 The Contractor shall promptly and within at least fourteen (14) days of notice from the School District correct Work rejected or failing to conform to the requirements of the Contract Documents at any time through a period of one year from the date of Substantial Completion of the Agreement or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors of any tier as well as to Work done by direct employees of the Contractor.

18.2 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents or fails to carry out the Work in accordance with the Contract Documents, the School District, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

18.3 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**ARTICLE XIX
MISCELLANEOUS PROVISIONS**

19.1 **Applicable Law; Disputes.** The Agreement shall be governed by the internal law of the State of Washington without regard to its choice-of-law provisions. Venue for any lawsuit seeking enforcement of or arising out of this Agreement shall be in the Superior Court for the county where the School District property for the Project is located. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs.

19.2 **Statutes.** The Contractor shall abide by the provisions of all applicable Washington statutes whether or not listed in this Agreement; the statutes referenced in the Contract Documents are not meant to be a complete list and should not be relied upon as such.

19.3 **Contractor Registration.** Pursuant to RCW 39.06, the Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

19.4 **Law Against Discrimination.** Contractor should comply with pertinent statutory provisions relating to public works of RCW 49.60.

19.5 **Provisions for Aged and Handicapped Persons.** Contractor should comply with pertinent statutory provisions relating to public works of RCW 70.92.

19.6 **Safety Standards.** Contractor should comply with pertinent provisions of RCW 49.17 and Chapter 296-155 WAC, "Safety Standards for Construction Work." The Contractor shall be responsible for labor peace on the Project and shall at all times use its best efforts and exercise its best judgment as an experienced contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Firearms are not allowed on any school property.

19.7 **Unemployment Compensation.** Pursuant to RCW 50.24 in general and RCW 50.24.130 in particular, the Contractor shall pay contributions for wages for personal services performed under this Agreement or arrange for a bond acceptable to the commissioner.

19.8 **Drug-Free Workplace.** The Contractor and all Subcontractors shall fully comply with all applicable federal, state, and local laws and regulations regarding drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the Work.

19.9 **Tobacco-Free Environment.** Smoking or use of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment, material or smokeless tobacco products is prohibited on all School District property pursuant to RCW 28A.210.310.

19.10 **Asbestos Removal.** To the extent this Project involves asbestos removal, the Contractor shall comply with RCW 49.26 and any provisions of the Washington Administrative Code promulgated thereunder.

19.11 **Record Check.** Any employees of the Contractor and Subcontractors who will have regularly scheduled unsupervised access to children shall be subject to a record check through the Washington state patrol criminal identification system under RCW 43.43.830 through 834, RCW 10.97.030, and RCW 10.97.050 and through the Federal Bureau of Investigation before the Contractor permits them to have such access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. When necessary, applicants may be employed on a conditional basis pending completion of the investigation. If the applicant has had a record check within the previous two years, the School District or the Contractor may waive the requirement. The School District, pursuant to RCW 41.59 and RCW 41.56, shall pay costs associated with the record check as part of the Contract Sum.

ARTICLE XX
TERMINATION OF THE CONTRACT

20.1 **Termination for Cause by Contractor.** If the School District fails to make payment for a period of sixty (60) days through no fault of the Contractor, the Contractor may, upon seven (7) additional days' written notice to the School District ("Cure Period"), terminate the Agreement, if the School District has not cured within the Cure Period, and upon said termination recover from the School District payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including Fees applicable thereto.

20.2 **Termination for Cause by School District.** The School District may, upon seven (7) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Work for cause, including the following circumstances:

- (a) the Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time;
- (b) the Contractor is in material default of or materially breaches any provisions of this Agreement;
- (c) the Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;
- (d) the Contractor fails to supply a sufficient number of properly skilled workers or proper materials;
- (e) the Contractor fails to make prompt payment to Subcontractors or for materials or labor;
- (f) the Contractor materially disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- (g) the Contractor fails to comply with the provisions of RCW 28A.400.330 by permitting a worker on the Project having contact with children who has been convicted of or pled guilty to a felony crime involving children as described in Section 10.4.

20.3 **Termination for Convenience by School District.** The School District may, at any time upon ten (10) days' written notice to the Contractor, terminate (without prejudice to any right or remedy of the School District) the whole or any portion of the Work for the convenience of the School District. The School District shall be liable to Contractor only for those costs reimbursable to Contractor in accordance with the following plus ten percent of the actual costs recovered under this Section.

- (a) The amount due under Articles 4 and 14 of this Agreement for the performance of the Work terminated;

(b) Other pre-approved costs, consistent with Section 13.2, necessary and reasonable incurred in connection with the termination of Work.

The total sum to be paid to the Contractor under this Section 20.3 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.

20.4 **Effects of Termination.**

(a) Unless the School District directs otherwise, after receipt of a Notice of Termination from the School District pursuant to Section 20.2 or 20.3, the Contractor shall promptly:

(i) stop Work under the Agreement on the date and as specified in the Notice of Termination;

(ii) place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of any portion of the Work that is not terminated;

(iii) procure cancellation of all orders and subcontracts, upon terms acceptable to the School District, to the extent that they relate to the performance of Work terminated;

(iv) assign to the School District all of the right, title and interest of the Contractor under all orders and subcontracts, in which case the School District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(v) with the School District's approval, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts not assigned to the School District;

(vi) transfer title and deliver to the entity or entities designated by the School District the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property related to the Work;

(vii) use its best efforts to sell any property of the types referred to in Section 20.4(a)(vi). The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the School District, and the proceeds of any such transfer or disposition may be applied in reduction of any payments to be made by the School District to the Contractor;

(viii) take such action as may be necessary or as directed by the School District to preserve and protect the Work and property related to this Project in

the possession of the Contractor in which the School District has an interest; and

- (ix) continue performance only to the extent not terminated.

Upon expiration or termination of this Agreement for any reason, the School District is entitled to receive all plans, specifications, reports, and other materials related to the Work in the Contractor's possession or control, in electronic format or hard copies, as specified by the School District, all of which shall be the exclusive property of the School District to use at its discretion solely for the completion, alteration, modification, maintenance, or any other use related to the Project, or any other project.

(b) In arriving at any amount due the Contractor after termination, the following deductions shall be made:

- (i) all unliquidated advance or other prior payments on account made to the Contractor applicable to the terminated portion of the Agreement;

- (ii) any claim which the School District may have against the Contractor;

- (iii) an amount necessary to protect the School District against outstanding or potential liens or claims; and

- (iv) the agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Section 20.4(a)(vii), and not otherwise recovered by or credited to the School District.

(c) If (and only if) the termination pursuant to Section 20.3 is partial, the Contractor may file a claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement. The Contractor must assert any claim for an equitable adjustment under this Section within sixty (60) days from the effective date of the Termination.

(d) The Contractor shall refund to the School District any amounts the School District paid to the Contractor in excess of costs reimbursable under Section 20.3.

(e) The damages and relief from termination by the School District specifically provided in Article 20 shall be the Contractor's sole entitlement in the event of termination.

**WOODLAND PUBLIC SCHOOLS
REQUEST FOR PROPOSAL
STRUCTURED CABLE SYSTEM UPGRADE**

**TECHNICAL SPECIFICATION
SECTION 2**

STATEMENT OF NEED

Woodland Public Schools (WPS) has identified a requirement to upgrade their structured cable system and improve some MDF and IDF spaces at four school sites.

BACKGROUND

WPS has six school sites. At four of these sites there is a requirement to install additional UTP cables to existing outlets in order to operate new technology which will be installed over the next couple of years.

Sites where work will take place:

Woodland High School.....	757 Park Street, Woodland, WA.	360.841.2800
Woodland Middle School	755 Park Street, Woodland, WA.	360.841.2800
Woodland Intermediate School.....	2250 Lewis River Road, Woodland, WA.	360.841.2750
Woodland Primary School:.....	600 Bozarth Street, Woodland, WA.	360.841.2900

SUMMARY SCOPE OF WORK

The winning bidder shall provide the following general services:

1. Install, label, test and terminate all UTP cables to provide a complete and finished system of cables. Provide all cabling materials, and all labor to install, terminate, label and test the cables. Quantity as defined in the drawings.
2. In the primary school IDF, Move the cabling presently terminated in a wall mounted IDF cabinet. Extend the cables across a small room and determinate in a new relay rack. Provide and install (1) 3/4" x 8' x 8' fire retardant backboard. Paint to match exiting wall board color. See drawing T-6, primary school IDF.
3. In the high school MDF, install two (2) relay racks, Telco style ladder tray and all required patch panels. Provide and install (1) vertical wire management strip between the two relay racks. The strip provided shall match the existing vertical wire management strip in the space.
4. Provide and install a total of three (3) 19" x 7' black steel relay racks. Anchor the relay racks to the floor and ground / bond the racks to an approved ground point.
5. Provide and install (7) 48 port patch panels of the appropriate grade.
6. Provide and install (9)1 RU wire management strips.
7. UTP cable grade depends on the outcome of the RFP. Bidders are asked for a base bid for Category 5e cable and a Bid Alternate for installing and providing Category 6 cable.
8. All materials shall be new. All cables shall be plenum rated.
9. At locations where new cables are to be installed, where existing cables are terminated on existing faceplates, the contractor shall match the existing system such that they can install the new cables without have to determinate the existing cables. At locations where that can't be accomplished, contractor shall provide a new faceplate and UTP termination modules. See drawing T-8, details 1, 2 and 3.
10. For cable locations which will be used to operate ceiling mounted wireless access points in the future, terminate the cables in the appropriate information outlet modules. Install modules in a single port surface mount block. See drawing T-8, detail 4.
11. Provide and install eight (8) 4" sleeves through the ceiling system.

12. Where codes require that new ceiling or wall pass through are fire rated to comply with codes, contractor shall provide and install all necessary fire stopping materials and labor to install.
13. Where codes require that existing ceiling or wall pass throughs, with new cable placed in them on this project, must be fire rated to comply with codes, contractor shall provide and install all necessary fire stopping materials and labor to install.
14. Comply with all telecommunications industry standards, and all federal, state and local laws, codes and requirements.

INDUSTRY STANDARDS APPLICABLE TO THIS WORK

1. ANSI/TIA-568-C.0 Generic Telecommunications Cabling for Customer Premises
2. ANSI/TIA-568-C.1 Commercial Building Telecommunications Cabling Standard
3. ANSI/TIA-568-C.2 Balanced Twisted-Pair Telecommunications Cabling & Components Standard
4. ANSI/TIA-568-C.3 Optical Fiber Cabling Components
5. ANSI/TIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces
6. ANSI/TIA-606-A Administration Standard for Commercial Telecommunications Infrastructure
7. ANSI/TIA-607-B Generic Telecom Bonding and Grounding (Earthing) for Customer Premises
8. ANSI/TIA-862-A Building Automation Systems Cabling Standard
9. ANSI/TIA-942-A Telecommunications Infrastructure Standard for Data Centers
10. ANSI/TIA-1005 Telecommunications Infrastructure for Industrial Premises
11. ANSI/TIA-1179 Healthcare Facility Telecommunications Infrastructure Standard
12. ISO/IEC 11801 Generic Cabling for Customer Premises

Abbreviation References

- ANSI American National Standards Institute
 AHJ Inspection Authority Having Jurisdiction in Woodland Washington.
 ASTM American Society for Testing and Materials
 CSA Canadian Standards Association
 IEC International Electrotechnical Commission
 IEEE Institute of Electrical & Electronics Engineers
 ISO International Organization for Standardization
 NEC National Electrical Code
 NEMA National Electrical Manufacturers Association
 NFPA National Fire Protection Association
 TIA Telecommunications Industry Association

THE WINNING BIDDER SHALL PROVIDE THE FOLLOWING MATERIALS:

1. All UTP (category 5e or 6, dependent on the outcome of the RFP) cable certification test sets, testing software and equipment and labor to test
2. All workstation outlets, surface mount blocks, information outlets for the surface mount blocks, icons and related materials.
3. All 19" x 7' steel relay racks and materials to anchor them to the floor system.
4. All patch panels and wire management panels.
5. All wire management materials including individual hangers, J-hooks, Wiremold (or approved equivalent) surface mount low voltage raceway components, surface mount device boxes, spiral wrap, Velcro cable ties and all other miscellaneous hardware, tools, materials and labor necessary to create a fully operational, safe and efficient system compliant with Category 6 standards and Aruba Networks installation requirements.

WOODLAND PUBLIC SCHOOLS WILL PROVIDE THE FOLLOWING MATERIALS AND SERVICES:

1. Floor plan drawings for all sites.
2. Labor to move, install and set up all network equipment and access points.
3. All electrical outlets, circuits and circuit components.

CONTRACTOR EXECUTION

CONTRACTOR SUPPLIED MATERIALS

1. The following materials manufacturers are approved. As part of the bid submittal package, contractor shall submit specification sheets for components they plan to supply for the project. Contractor may offer similar equivalent materials for consideration however WPS is not under any commitment to approve alternate materials and they may be rejected. All Woodland Public Schools decisions are final.
2. Prior to starting work, contractor shall submit materials specification sheets for all materials to be used on the project to WPS for review. All cables shall be plenum rated. All materials shall exhibit a UL (or other AJH accepted testing agency) approval stamp.
3. Approved materials suppliers are;
 - a. Belden
 - b. Berk-Tek
 - c. Commscope (both Systimax and Uniprise)
 - d. Chatsworth
 - e. Corning
 - f. Erico-Caddy
 - g. General Cable
 - h. Hubble Premise Wiring
 - i. Leviton
 - j. Ortronics
 - k. Siemon

CABLE INSTALLATION

1. All cable shall be installed in accordance with all telecommunications industry manufacturer's recommendations and with industry best practices. Installed cables shall be no longer than 300' from termination connector to connector.
2. In all cases, cables shall be concealed by routing through false ceiling areas and voids where possible. In some locations, cables may be exposed however exposed visible cable routes must be pre-approved by the WPS representative.
3. All raceway installed by the contractor shall be capable of supporting two (2) Category 6 cables to each access point, whether or not two (2) cables are installed under this contract. If only one cable is installed to each access point on this contract, WPS may, at a future date, install a 2nd cable to each access point and the raceway installed on this project must support that. Cable

raceways shall not be filled greater than the NEC maximum fill for the particular raceway type. Horizontal distribution cables shall be bundled in groups of no more than forty (40) cables.

4. Maximum installed cable length shall be 300 feet, IDF / MDF patch panel port to the information outlet.
5. Provide 6 feet of neatly organized slack at both the faceplate end and the IDF / MDF end. If the overall installed cable run length, including the slack coils, exceeds 300', contact the WPS representative for direction.
6. The cable's minimum bend radius and maximum pulling tension shall not be exceeded. Pulling tension on 4-pair UTP cables shall not exceed 25-pounds for a single cable or cable bundle. Bend radius of the cable in the termination area shall not exceed 4 times the outside diameter of the cable.
7. Cables shall be installed in continuous lengths from origin to destination with no splices.
8. All Category 6 cable shall be very loosely bundled and shall not be combed or specially aligned.
9. Where contractor supplied J-hooks or trapeze systems are utilized to support cable bundles, all horizontal cables shall be supported at a maximum of four-foot intervals. At no point shall cable(s) rest on acoustic ceiling grids or panels. Cables shall not be attached to the fire- sprinkler system and/or any ancillary equipment or hardware of same. Cables shall not be attached to ceiling grid or lighting support wires.
10. Contractor shall utilize Velcro cable ties or other wide cable binding solution. Velcro cable ties are approved. All other cable tie materials and methods shall be submitted for advance approval.
11. The cabling system and support hardware shall be installed so that it does not obscure or block and existing J-boxes, panels, valves, fire alarm conduit, boxes, or other mechanical or electrical housings or control devices.
12. Where lightweight supports for drop cable legs are required, the selected vendor/contractor shall install clips and/or wire to support the cabling.
13. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the selected vendor/contractor prior to final acceptance at no cost to Woodland Public Schools.
14. No adhesive attachments shall be used for permanent attachment of devices or support of cables. Adhesive attachments may be used to initially attach an anchor or attachment device however each adhesive attachment must be backed up by a mechanical device such as a screw or bolt.
15. Coordinate patch panel installation positioning with the WPS representative. If it is necessary to have network electronics or other existing devices moved, coordinate with the WPS representative.
16. Locations for the installation of new patch panel(s) in the existing relay rack or cabinet shall be coordinated in advance with the WPS representative.
- 17.

TERMINATION HARDWARE INSTALLATION

1. Cables shall be dressed and terminated in accordance with the recommendations made in the TIA/EIA-568-B document, manufacturers' recommendations, and with telecommunications industry best practices.
2. Cable terminations at the patch panel and at the information outlet shall be 568-B. All patch panels and information outlets shall be specifically designed and labeled for 568-B termination.
3. All access point cables shall terminate in an information outlet module, either in a faceplate or surface mount block. A short patch panel shall be used to connect from the information outlet to the access point's Ethernet port. The short patch cord shall be provided and installed by the contractor.
4. The cable jacket shall be maintained as close as possible to the termination point. Pair untwist at the termination shall not exceed one-half an inch.

5. Cables shall be neatly bundled and dressed to their respective panels or blocks. Each panel or block shall be fed by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.
6. Cables shall be terminated in a separate vacant row in the patch panel. Only access point cables shall be installed in that row. Start termination with patch panel port 1, or the lowest odd port number in the row. Install a machine made black-on-white label stating "Access Points" below the row of terminated cables.
7. WPS may choose to install one or two cables to each access point as part of this project. If two cables are installed to each access point, cables shall be installed in adjoining ports in the same patch panel row starting with an odd number port.
8. Each cable shall be clearly labeled on the cable jacket behind the patch panel at a location that can be viewed without removing the bundle support ties. Cables labeled within the bundle, where the label is obscured from view, will not be accepted.
9. Faceplates shall be installed in a neat manner. Faceplates shall be aligned at 90 degrees from the floor. Where a new faceplate is to be installed adjacent to an existing telecom, power, AV or other wall faceplate, align the new faceplate at the same top height as the existing faceplates.
10. Faceplates shall be solidly attached and shall not move or rotate when a patch cord plugged into a faceplate outlet is tugged on.
11. Blank inserts shall be installed in all open unused faceplate ports.

CABLE LABELING

1. All cables shall be labeled according to ANSI/TIA 606-A, class 2. All cables shall have installed within 12" of both ends a machine printed label identifying the station port number, the IDF or MDF location, the station port number, the cable grade and the date of installation.

Cable Labeling Examples

At the faceplate end: Example labeling: **IDF-1 / 1 / 2 / 48**

Meaning: IDF #1 / Relay Rack #1 / Patch Panel #2 / Port 48

At the patch panel port: Example labeling: **Rm 206 / 2 / 2**

Meaning: Room 206 / the second faceplate in the room / the 2nd port in the faceplate.

2. Utilize the faceplate labeling windows where they exist. Where labeling windows do not exist, apply permanent machine made labels to identify all ports.
3. Patch Panel Labeling.
Apply a machine printed black on white numeric label to each existing patch panel and every new patch panel. Lettering shall be ½" tall. Coordinate the position of the labels with the WPS IT department representative. Patch panels shall be labeled by relay rack position, starting with 1 and the top and move to higher numbers as you go down. Use this number to key the cable termination labeling.
4. Relay rack labeling.
Apply a machine printed black on white numeric label to every existing relay rack or cabinet, and each new relay rack. See the drawings for rack numbering. Lettering shall be ½" tall. Coordinate the location of the labels with the WPS IT department representative. Use this number to key the cable termination labeling.

CABLING SYSTEM TESTING

1. All cables shall be tested in accordance with the specifications contained herein and/or the latest issuance of applicable industry test standards and practices. All cables and termination hardware shall be 100% tested by the contractor for installation defects and to certify cable performance. All cables shall pass the required UTP test criteria (category 5e or 6, depending on the outcome of the RFP).

2. Contractor shall provide to WPS representative the Category certification test set results for all cables. Provide both a printed summary for each cable and full test results in a searchable electronic format such as PDF. Contractor shall utilize qualified trained technicians for all testing.
3. Contractor shall utilize only certified calibrated dedicated automated UTP test equipment of the appropriate category, that is within calibration period standards. Contractor shall provide proof of certification prior to using a cable certification tester to test cables. Acceptable cable certification test set brands include; Fluke DSX-5000 or DTX Cable Analyzer, Agilent WireScope Pro, LanTek II, PentaScanner or other WPS pre-approved equivalent test set.
4. Upon receipt of contractor's cable certification test results for each school site, contractor shall make a test technician available such that Woodland Public School representatives may witness retests of up to 10% of the cables in each school site. Timing of this should be in conjunction with the contractor's completion of testing at the site. Cables chosen for retest shall be of the WPS representatives choosing.

INSTALLATION OF SURFACE MOUNT RACEWAY (SMR)

1. All cables shall be installed out of site, in ceiling and wall voids. In some locations it may be necessary for the contractor to install surface mount raceway (SMR). Raceway shall be Wiremold 800, NM2000, 2300, 2800 and 2900 series (or larger) plastic Telecommunications Latching Raceway or other similar preapproved products. SMR color shall be IVORY unless directed otherwise.
2. SMR shall be a last resort, to be used only if there is no void or ceiling space in which to route cables.
All SMR shall be installed in accordance with manufactures installation recommendations. All SMR shall follow square building lines and shall be installed in a neat and workman like manner. Coordinate specific SMR requirements in advance with the WPS representative.
 - a. Each individual SMR installation shall use only one SMR series of system components. Contractor shall not mix SMR system components.
 - b. Horizontal SMR runs shall be installed on the wall immediately below the ceiling line.
 - c. Vertical SMR runs shall be installed in a room corner where it is feasible to do so.
 - d. SMR routed to the middle of the ceiling shall be by the shortest path perpendicular to the originating wall, with the least number of SMR section joints.
 - e. SMR system boxes shall be used to neatly terminate SMR runs.
 - f. All SMR shall be neatly and professionally cut and trimmed, securely mounted and the cover shall be securely affixed to the base.
 - g. All SMR covers shall be installed in such a manner that they can be removed without impacting other runs or requiring the removal of the covers for adjacent runs.
 - h. Installed SMR shall not obstruct access to any other existing device. Minimum separation between SMR installed on this project and any other device, faceplate, housing, pipe, duct, J-box or column shall be 12".
3. In the event that only one Category 6 cable is installed in a newly installed SMR pathway, shall be sized such that it will accommodate a second 0.33" outer diameter (OD) UTP cable to be installed at a future date. If SMR is used to conceal cables for several faceplate locations, the SMR shall be sized for at least two 0.33" OD cables per access point.

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