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SECTION 00 72 00 - AGREEMENT AND GENERAL CONDITIONS

AGREEMENT BETWEEN UNIVERSITY PLACE SCHOOL DISTRICT AND CONTRACTOR

The Effective Date of the Contract is:	
The Parties to this Contract are	
The "School District"	University Place School District No. 83 Educational Service Center 3717 Grandview Drive West University Place, Washington 98466
The "Contractor"	
Project Name:	E-RATE PRIORITY 1 Fiber Optic Wide Area Network– Request For Proposal
The Work:	
Contract Sum for the Work:	
Payments:	
Date of Substantial Completion of the Work:	
Date of Final Completion of the Work:	14 days after Substantial Completion is achieved.
Liquidated Damages:	If the fiber is not ready for use by 6/30/2021 the vendor will pay for continued service until the new project is ready to be used.
School District's Permit Responsibilities:	None
Unit Prices:	
Minimum Required Insurance	
Commercial General Liability:	\$1,000,000 per occurrence; \$2,000,000 general aggregate;
Commercial Auto Liability, Owned and Non-Owned Auto Liability	\$1,000,000
Workers compensation (industrial insurance):	At least the State statutory amount
Employer's Liability:	\$1,000,000
Additional Insured's:	The School District and

The School District and Contractor agree as set forth below.

<u>ARTICLE 1</u>: THE WORK. The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

ARTICLE 2: COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION

- **2.1** The date of commencement of the Work shall be the date established in a Notice to Proceed issued by the School District. The Contract Time is measured from the date of commencement to the date of Substantial Completion specified above, as it may be adjusted under the Contract Documents.
- **2.2** The Contractor shall achieve Substantial Completion and Final Completion of the entire Work within the dates specified above, subject to adjustments of the Contract Time as provided in the Contract Documents.
- ARTICLE 3: THE CONTRACT SUM. The School District shall pay the Contractor the Contract Sum for the Contractor's performance of this Contract, subject to additions and deductions as provided in the Contract Documents.
- **ARTICLE 4: PAYMENT**. The School District will pay the Contractor within thirty (30) days of receipt of an approved Application for Payment in accordance with this Contract. The School District will make final payment after Final Completion, within *forty-five* (45) days of Final Completion. Retainage will be released in accordance with statutory requirements.

ARTICLE 5: PERMITS AND FEES

- **5.1** The School District will secure and pay for only those governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees listed on the cover page. (*None*).
- **5.2** The Contractor shall secure and pay for all other governmental permits, approvals, fees, licenses, inspections, governmental charges and inspection fees required for the prosecution of the Work.

ARTICLE 6: ENUMERATION OF CONTRACT DOCUMENTS.

- **6.1** The Contract Documents form this Contract. 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 the Contractor.
- **6.2** If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall report it to the School District in writing at once. The Contractor shall not proceed with the affected Work until it receives a written interpretation or clarification from the School District.
- **6.3** The Contract Documents are enumerated as follows and, in the event of a conflict or discrepancy among or in the Contract Documents, interpretation shall be governed in the following order of priority:
 - 1. Agreement
 - 2. Supplemental Conditions
 - 3. General Conditions
 - 4. Drawings and Specifications
 - 5. Site Conditions and Coordination

University Place School District No. 83	CONTRACTOR	
By	By	
(Printed name)	(Printed name)	
(Printed title)	(Printed title)	
	(Representing Company Name)	

GENERAL CONDITIONS

ARTICLE 7 THE CONTRACT DOCUMENTS

- 7.1 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 Contractor's performance shall be consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- **7.2** "Work" means the construction and services required by the Contract Documents and includes all labor, materials, equipment and services to be provided by the Contractor to fulfill its obligations.

ARTICLE 8 ADMINISTRATION OF THE CONTRACT

- **8.1** The School District will provide administration of the Contract.
- **8.2** 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.
- **8.3** The School District will make visits to the site at intervals appropriate to the stage of the Work to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the School District will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work.
- **8.4** The School District will not have control over or charge of and will not be responsible for means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.
- **8.5** The School District will issue such written clarifications or interpretations as to matters of design interpretation (in the form of Drawings or otherwise) as the School District may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.
- **8.6** The School District may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Sum or the Contract Time and are consistent with the overall intent of the Contract Documents. These will be accomplished by a Minor

Change in the Work instrument and will be binding on the Contractor, who shall perform the Work involved promptly.

- **8.7** If the Contractor believes that a written clarification or interpretation, a Construction Change Directive or any interpretation justifies an increase in the Contract Sum or an extension of the Contract Time, and the parties are unable to agree to its amount or extent, the Contractor may make a Claim therefor as provided in the Contract, as soon as possible and no later than *seven* (7) *days* after receipt of the clarification, interpretation, or Construction Change Directive.
- **8.8** The School District will have authority to disapprove or reject Work which the School District believes does not conform to the Contract Documents or is otherwise defective. The School District will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.
- **8.9** Neither the School District's authority to act under this Article 8 nor elsewhere in the Contract Documents, nor any decision made by the School District in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the School District to the Contractor, any Subcontractor of any tier, or any other person or organization performing any of the Work, or to any surety for any of them.

ARTICLE 9 THE CONTRACTOR

- 9.1 Using its best skill and attention, the Contractor shall perform, supervise and direct the Work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures and personnel, for safety, and for coordinating all portions of the Work under this Contract. The Contractor shall provide and pay for all labor, materials, equipment, tools and machinery, 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.
- **9.2 Subcontractors.** 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 and all lower level subcontractors and suppliers.
- 9.2.1 <u>Identification</u>. As soon as practicable and no later than *ten* (10) days after award of this Contract, the Contractor shall confirm to the School District in writing the names of the Subcontractors for each portion of the Work.
- 9.2.2 <u>Subcontracts</u>. Contracts between the Contractor and Subcontractors shall 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 that the Contractor, by the Contract Documents, assumes toward the School District.

- 9.2.3 <u>Payment</u>. The Contractor shall promptly pay (and secure the discharge of any liens asserted by) all persons properly furnishing labor, equipment, materials or other items in connection with the performance of the Work for which the School District has paid (including, but not limited to, workers and Subcontractors). The Contractor shall furnish to the School District releases of liens and claims and other documents that the School District requests from time to time to evidence such payment (and discharge). Nothing in the Contract Documents shall create any obligation on the part of School District to pay or to cause the payment of any moneys due to any Subcontractor of any tier or other person or entity, except as may otherwise be required by law or regulation.
- **9.3 Compliance with Law.** The Contractor, its employees, Subcontractors and representatives, shall comply with all applicable laws, ordinances, statutes, rules and regulations, federal and state, county and municipal, and particularly those relating to wages, hours, fair employment practices, non-discrimination, safety and working conditions.
- Prevailing Wages. Pursuant to Chapter 39.12 RCW, no worker, laborer, or mechanic shall be paid less than the "prevailing rate of wage" in effect on the date for submission of bids. The applicable prevailing wages are determined as of the bid date for the county in which the Project is located and are available at the Washington State Department of Labor & Industries' website http://www.lni.wa.gov/. A copy is available for viewing at the School District's office, and a hard copy will be mailed upon request. The Contractor shall keep a paper copy at the Project site.
- 9.3.2 <u>Hours of Labor</u>. The Contractor shall comply with all applicable provisions of Chapter 49.28 RCW.
- 9.3.3 <u>Workers' Right to Know</u>. The Contractor shall comply with Chapter 49.70 RCW and WAC 296-62-054 regarding workplace surveys and material safety data sheets for "hazardous" chemicals at the Site.
- **9.4 Workers.** The Contractor shall enforce strict discipline and good order among persons carrying out the Work and shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. A person shall be unfit and removed from the Work who has been found guilty of any felony crime as specified in RCW 28A.400.330, generally regarding crimes against children. 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 Work that the School District considers objectionable.

- **9.5 Warranty.** The Contractor warrants that materials and equipment furnished under this Contract 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.
- **9.6 Submittals.** The Contractor shall review, approve and submit to the School District with reasonable promptness Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. The Work shall be in accordance with approved submittals.
- **9.7 Progress Schedule.** Within *ten (10) days* of execution of the Contract, the Contractor shall submit a schedule of the Work to the School District ("Progress Schedule"). 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 Progress Schedule (as updated) to plan, coordinate, and prosecute the Work in an orderly and expeditious manner.
- **9.8 Clean-Up.** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials caused by operations under the Contract.

9.9 Indemnification.

- 9.9.1 Subject to the following conditions and to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District and its agents, employees, consultants, successors and assigns (together, the "Indemnified Parties") from and against all claims, damages, losses and expenses, direct and indirect, or consequential, including costs, attorneys' fees, and other litigation expenses 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 Subcontractor of any tier, and anyone directly or indirectly employed by them (together, the "Indemnitor").
- 9.9.1.1 The Contractor will fully indemnify the Indemnified Parties for the sole negligence of the Indemnitor.
- 9.9.1.2 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 the Contractor, any of its subcontractors of any tier, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable. The Contractor agrees that all of its subcontractors of any tier will similarly stipulate in their subcontracts. 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.

- 9.9.2 In claims against any person or entity indemnified under this Paragraph 9.9 by an employee of the Contractor or a Subcontractor of any tier, the indemnification obligation shall not be limited by the 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. For the sole purpose of effecting the indemnification obligations under this Contract and not for the benefit of any third parties unrelated to the School District, the Contractor specifically and expressly waives any immunity that may be granted it under a state industrial insurance act.
- 9.10 The Contractor shall maintain and Records. preserve books, ledgers, records, estimates, correspondence, logs, schedules, electronic data and other documents relating or pertaining to the costs and/or performance of the Contract ("records"). Within seven (7) days of the School District's request, the Contractor shall make available at the Contractor's office all records for inspection, audit and reproduction (including electronic reproduction) by the School District's These requirements apply to each representatives. Subcontractor of any tier. The Contractor agrees, on behalf of itself and Subcontractors of any tier, that the invocation of any rights under Chapter 42.56 RCW shall initiate an equivalent right to disclosures from the Contractor and Subcontractors of any tier for the benefit of the School District.

ARTICLE 10 CONSTRUCTION NOT BY THE CONTRACTOR

- 10.1 The School District may perform construction or operations related to the Project with its own forces and to award separate contracts in connection with other portions of the Project under contractual conditions consistent with those of the Contract Documents.
- 10.2 The Contractor shall afford the School District and separate contractor's 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 11 CHANGES IN THE WORK

11.1 The School District, without invalidating this Contract, 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 and the Contractor or by written Construction Change Directive signed by the School District.

- 11.1.1 <u>Change Orders.</u> 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 any adjustment in the Contract Sum, and the extent of any adjustment in the Contract Time.
- 11.1.2 <u>Construction Change Directives.</u> A Construction Change Directive is a written order prepared and signed by the School District that directs a change in the Work and states a proposed basis for any adjustment in the Contract Sum and/or Contract Time. It is 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 A/E 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.
- 11.2 Costs of Changes and Claims. If the parties cannot agree on the cost or credit to the School District from a Construction Change Directive or other Change in the Work, the Contractor and all affected Subcontractors of any tier shall keep and present an itemized accounting with supporting data. The total cost of any Change or Claim shall be limited to the reasonable value of the direct labor costs, material costs, construction equipment usage costs for the actual time equipment appropriate for the Work is used solely on the Change in the Work, the cost of any change in insurance. Subcontractor costs, and a fee for all combined overhead and profit, including impact costs of any kind, limited to twelve percent (12%) of the cost for any materials or work performed by the forces of the Contractor or a Subcontractor and eight percent (8%) of amounts due to Subcontractors
- 11.3 Claims for Concealed or Unknown Conditions. If conditions unknown to the Contractor are encountered at the site that are (1) concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that 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 of the conditions. The Contractor shall make any Claim arising from such condition in accordance with the dispute resolution procedures of Article 19.

ARTICLE 12 TIME

12.1 Delay.

- 12.1.1 <u>Time</u>. If, through no fault of the Contractor or a Subcontractor of any tier, the Work is delayed by changes ordered in the Work, unanticipated general labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order to the extent the critical path is affected.
- 12.1.2 <u>Damages</u>. The Contractor and Sub-contractors shall be entitled to damages for delay only where the School District's 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.
- 12.1.3 <u>Contractor Delay</u>. 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.
- 12.2 Completion and Liquidated Damages. The timely completion of the Project is essential to the School District. The School District will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. The Contractor is responsible for actual damages for delay unless an amount is inserted on the cover page for liquidated damages, in which case the liquidated damage amount shall apply. Liquidated damages shall not be affected by partial completion, occupancy, or beneficial occupancy.

ARTICLE 13 PAYMENTS AND COMPLETION

- **13.1 Payments.** Payment shall be made as provided in this Contract, including any Supplemental Conditions.
- 13.2 Prevailing Wages. The Contractor shall comply with all applicable provisions of Chapter 39.12 RCW, including but not limited to submission of approved "Statements of Intent to Pay Prevailing Wage," payment of all Labor & Industries' fees, submission and posting of approved "Statements of Intent to Pay Prevailing Wages" and payment of prevailing wages.
- 13.3 Withheld Payment. The School District may withhold payment in whole or in part or it may nullify the whole or part of a payment previously issued, on account of (1) defective Work not remedied, (2) claims or liens filed by third parties, (3) failure of the Contractor to make payments due to Subcontractors or for labor, materials or equipment, (4) damage to the School District or another contractor, (5) reasonable evidence that the Work cannot be completed for the unpaid

balance of the Contract Sum, (6) reasonable evidence that the unpaid balance would not be adequate to cover actual or liquidated damages for delay for which the Contractor is responsible, (7) failure to carry out the Work in accordance with the Contract Documents, or (8) liquidated damages. The School District will provide the Contractor with written notice of its intent to implement this provision and provide details supporting the School District's intention. The Contractor will be afforded reasonable time following receipt of such notice to respond to or correct the circumstances provoking this action by the School District.

13.4 Substantial Completion.

- 13.4.1 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 a designated portion) for its intended use. All Work other than incidental corrective or punchlist 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. The fact that the School District may use or occupy some or all of the Work does not indicate that the Work is Substantially Complete, nor does it toll or change any liquidated damages due the School District.
- 13.4.2 When the Contractor believes that the Work has achieved Substantial Completion, it shall notify the School District in writing. When the School District agrees, it will issue a Certificate of Substantial Completion.
- 13.4.3 Immediately before any occupancy, the School District will schedule an inspection tour of the area to be occupied. Representatives of the School District and the Contractor will jointly tour the area and record items still remaining to be finished or corrected. The Contractor shall promptly supply and install any items missed by the inspection but required or necessary for Final Completion as a part of the Contract Sum.
- 13.5 Final Completion and Final Payment. Pursuant to Chapter 60.28 RCW, completion of the Contract Work shall occur and final payment shall become due after the Contractor has been notified that the Work has been concluded, any required occupancy permit has been issued and the School District's Board of Directors formally accepts the Project, and the Contractor submits the items listed below as may be required at the discretion of the School District.
 - 13.5.1 A final Application for Payment.
 - 13.5.2 An affidavit that all payrolls, Subcontractors, bills for materials and equipment, and other indebtedness connected with the Work for which the School District might be responsible or encumbered, have been paid or otherwise satisfied.

- 13.5.3 A certificate evidencing that insurance required by the Contract Documents is currently in effect, will remain in force after final payment, 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.
- 13.5.4 Pursuant to RCW 39.12.040, required "Affidavits of Wages Paid."
- 13.5.5 Pursuant to Chapter 50.24 RCW, a certificate from the Department of Employment Security.
- 13.5.6 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 and Claims arising out of the Contract, satisfactorily demonstrating to the School District that the claims of Subcontractors and laborers who have filed claims have been paid or will be paid.
- 13.5.7 A certified statement that the Contractor has closed all necessary permits or otherwise met the requirements of all governing jurisdictions related to the Project.
- 13.5.8 All warranties, guarantees, documentation, manuals, operation instructions, certificates, spare parts, specified excess material, and other documents or items required by the Contract Documents.
- 13.5.9 A legible hard copy of the as-built drawings.
- 13.5.10 Any required occupancy permit has been issued, and original permits and permit documents have been submitted.

13.6 Waivers.

- 13.6.1 <u>Final Payment by School District.</u> The making of final payment constitutes a waiver of claims by the School District except those arising from (1) claims or encumbrances arising out of this Contract 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.
- 13.6.2 <u>Final Payment to Contractor</u>. Acceptance of final payment by the Contractor constitutes a waiver of Claims except those previously made in writing and specifically identified as unsettled on the final Application for Payment.
- 13.6.3 <u>Change Orders.</u> The execution of a Change Order constitutes 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 initialed by the School District, any amounts previously agreed shall be considered disputed and not yet payable.
- 13.6.4 <u>Failure to Exercise</u>. The School District's failure to exercise any of its rights under this Contract shall not constitute a waiver of any past, present or future right or remedy. Any waiver by the School District of any right or remedy under this Contract must be in writing and shall apply only to the right or remedy specified.
- 13.6.5 <u>Refusal to Furnish Release or Waiver</u>. If any Subcontractor of any tier refuses to furnish a release or waiver required by the School District, the School District may retain 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 School District may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- **13.7 Warranty of Title.** The Contractor warrants and guarantees that title to the Work, materials and equipment covered by and Application for Payment, whether or not incorporated in the Project, will pass to the School District no later than the time of payment, free and clear of liens.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

- 14.1 The Contractor shall be solely responsible, and the School District shall not have responsibility, for all aspects of safety related to this Contract or the Work. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, persons or property.
- 14.2 The Contractor shall promptly remedy damage and loss to property at the Project 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.
- 14.3 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl ("PCB"), unless identified as such in the Contract Documents.

ARTICLE 15 INSURANCE AND BONDS

15.1 Contractor's Liability Insurance.

- 15.1.1 The Contractor shall, at its own cost and expense, keep and maintain in full force and effect, with limits no less than the amounts set forth in this Contract, a policy of commercial general liability insurance on an occurrence form, including but not limited to premises and operations; blanket contractual; products/completed operations; owner's and contractor's protective; employer's contingent liability or stop gap; personal injury insuring the Contractor's activities against claims of bodily injury or death or property damage or loss. Any self-insured retentions or liability deductibles require prior written approval by the School District. If the Contractor obtains a policy with a general aggregate limit, the Contractor shall immediately notify the School District when claims covered by such policy or policies are made against the Contractor that exceed fifty percent (50%) or more of the aggregate limit. Notwithstanding the foregoing, if during the Contract Time, in the School District's reasonable judgment, the policy limits required hereunder are no longer adequate to provide reasonable protection to the School District, the School District may notify the Contractor of such inadequacy and an appropriate level of coverage, and the Contractor, within thirty (30) days of receiving such a notice, shall obtain at the School District's cost such additional amounts of insurance and provide the School District with satisfactory evidence thereof.
- 15.1.2 The Contractor shall maintain all required workers compensation coverages including employer's liability. The Contractor shall maintain automobile liability for all owned, non-owned and hired autos.
- 15.1.3 The insurance required under this Paragraph 15.1 shall be with companies rated A-VII or better in A.M. Best's Insurance Guide. The insurance shall be primary and non-contributing, and the School District's insurance shall be excess. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include the additional insureds listed in this Contract for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations and completed operations. The insurance policy shall bear an endorsement that the policy shall not be cancelled or the policy limits reduced by endorsement below the coverage required by this Contract except upon forty-five (45) days' prior written notice to the School District. The Contractor shall deliver to the School District upon execution of the Contract and from time to time thereafter as requested by the School District copies of all required policies, endorsements and certificates showing the additional insureds and the applicable policy limits.
- 15.2 Property Insurance. 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. Upon the occurrence of an insured loss, the School District shall have the power to adjust and settle any loss with the insurers. The Contractor shall bear the risk of any loss, damage or destruction of its own property to the extent

- that it will not be incorporated in the Work, including but not limited to loss from theft or vandalism. Any insurance provided by the School District will not cover any such loss, damage or destruction.
- 15.3 Coverages. The School District's specification or approval of the insurance in this Contract or of its amount shall not relieve, limit 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.
- 15.4 Payment and Performance Bond. As required by Chapter 39.08 RCW, the Contractor shall secure a payment and performance bond on the Project in a form and with a surety approved by the School District. However, no payment or performance bond is required if the Contract Sum is less than \$150,000, in which case the School District will retain ten percent (10%) of the Contract Sum as permitted in RCW 39.08.010.

ARTICLE 16 CORRECTION OF WORK

- 16.1 The Contractor shall promptly correct Work rejected or failing to conform to the requirements of this Contract Documents at any time through a period of one (1) year from the date of Substantial Completion of this Contract or by terms of a longer manufacturer's warranty or an applicable special warranty required by the Contract Documents.
- 16.2 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.
- **16.3** Nothing in this Article 16 shall establish a period of limitation with respect to other obligations that the Contractor might have under the Contract Documents.

ARTICLE 17 MISCELLANEOUS PROVISIONS

- **17.1 Applicable Law.** This Contract shall be governed by the internal law of Washington, without regard to its choice-of-law provisions.
- 17.2 Compliance with Law. The Contractor shall give notices and comply with applicable laws, rules, regulations and orders of public authorities, including but not limited to RCW 39.06 and RCW 18.27 (Registration), RCW 49.60 (Discrimination), RCW 70.92 (Aged and Handicapped Persons), WAC 296-155 (Safety Standards), RCW 50.24 (Unemployment Compensation), Drug-Free Workplace Act of

1988 (Drug-Free Workplace), RCW 9.41.280 (Weapons), and RCW 49.26 (any asbestos removal). Smoking or use of any kind of lighted smoking equipment, material or smokeless tobacco products is prohibited on all School District property.

- **17.3 Assignment.** The Contractor shall not let, assign or transfer this Contract, or any interest in it or part of it including Claims hereunder, without the written consent of the School District.
- 17.4 School District's Site Rules. The Contractor shall comply with the School District's site and conduct rules.
- 17.5 Survival of Clauses. The warranty, dispute resolution, and indemnification provisions of this Contract shall survive the termination, cancellation or expiration of this Contract.
- 17.6 Complete Agreement. This Contract contains the complete, integrated and exclusive statement of the terms of the contract between the Contractor and the School District with respect to the Work and any related services to be furnished pursuant to this Contract. It supersedes and merges with any prior or contemporaneous agreements, commitments, proposals, representations, communications, and negotiations, whether oral or written, with respect to the subject matter of this Contract, including but not limited to proposals, invoices, and terms and conditions of the Contractor, whether or not attached to this Contract. The Contractor acknowledges that it has not been induced to enter into this Contract by any representations or promises not specifically stated in this Contract. No addition to or modification of this Contract or waiver of any provisions of this Contract shall be binding on either Party unless explicitly made in writing and executed by the Contractor and the School District.

ARTICLE 18 TERMINATION OF THE CONTRACT

- **18.1 Termination for Cause by Contractor.** If the School District fails to make payment of undisputed amounts for a period of *sixty* (60) *days* through no fault of the Contractor, the Contractor may, upon *seven* (7) *additional days*' written notice (during which time the School District has the right to cure), terminate the Contract and recover from the School District payment for all Work executed, in accordance with the Contract Documents.
- **18.2 Termination for Cause by School District.** The School District may, upon *seven* (7) *days*' written notice to the Contractor, terminate without prejudice the whole or any portion of the Work for cause, including but not limited to the Contractor's material breach of this Contract; failure to prosecute the Work or any portion thereof with sufficient diligence to ensure the Substantial Completion of the Work within the Contract Time; failure to supply a sufficient number of properly skilled workers or proper materials; material disregard of laws, ordinances, rules, regulations or orders of

any public authority having jurisdiction; being adjudged bankrupt, making a general assignment for the benefit of its creditors, or having a receiver appointed on account of the Contractor's insolvency; or the Contractor's failure to comply with RCW 28A.400.330 (generally, a worker having contact with children who has been found guilty of a felony crime involving children).

18.3 Termination for Convenience by School District. The School District may, at any time upon *seven* (7) *days*' written notice to the Contractor, terminate without prejudice 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 (1) the amount reasonably incurred to date, and due under this Contract for the performance of the Work completed and (2) other pre-approved costs, consistent with the categories in Paragraph 11.2, necessary and reasonably incurred in connection with the termination of the Work.

18.4 Effects of Termination.

- 18.4.1 The total sum to be paid to the Contractor under this Article 18 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made.
- 18.4.2 Unless the School District directs otherwise, after receipt of a notice of termination by the School District, the Contractor shall promptly stop Work as specified in the notice of termination; place no further orders or subcontracts, except as necessary for completion of non-terminated Work; procure cancellation of all orders and subcontracts to the extent related to the performance of terminated Work; assign to the School District all of the right, title and interest of the Contractor under all orders and subcontracts; 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; 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; take such action as may be necessary or as directed by the School District to preserve and protect the Work and property related to the Project in the possession of the Contractor in which the School District has an interest; and continue performance of its obligations under this Contract only to the extent not terminated.
- 18.4.3 The damages and relief from termination set forth in this Article 18 shall be the Contractor's sole entitlement in the event of termination.
- **18.5 Suspension.** The School District may, at its option and at any time, suspend the Contractor's performance of all or

any portion of Work. The School District will give the Contractor notice of any such suspension, including the scope of the suspension and the School District's estimate of the duration of such suspension. During the period of suspension, the Contractor shall use its best efforts to minimize costs associated with such suspension and to protect and maintain the Work. As full compensation for any such suspension, the Contractor will be eligible for an equitable adjustment, which shall not include consequential or indirect damages. Upon receipt of the School District's notice to resume the suspended performance, the Contractor shall immediately resume performance to the extent required in such notice.

ARTICLE 19 DISPUTE RESOLUTION

- 19.1 All claims, disputes and other matters in question of the Contractor arising out of, or relating to, the Contract Documents or the breach thereof ("Claims") shall be decided exclusively by the following dispute resolution procedure.
- **19.2 Notice of Claim.** The Contractor shall submit notice of all Claims to the School District within *seven* (7) *days* of the event giving rise to them.
- **19.3 Claim Submission.** Within *thirty (30) days* of the event giving rise to the Claim, the Contractor shall provide the School District with a Claim that includes a clear description of the Claim, all changes in cost and in time, and data supporting the Claim.
- 19.4 Notices and Claims. All notices and Claims shall be made in writing. Unless otherwise specified in this Contract, the effective date of any notice or request given in connection with this Contract shall be the date on which it is delivered to the School District.
- 19.4.1 Any notice of a Claim of the Contractor against the School District and any Claim of the Contractor, whether under this Contract or otherwise, must be made pursuant to and in strict accordance with the applicable provisions of the Contract Documents. Failure to comply with these requirements shall constitute waiver of 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 timely written notice and a timely written Claim unless the School District and the Contractor sign an explicit, unequivocal written waiver.
- 19.4.2 The fact that the School District and the Contractor may continue to discuss or negotiate a Claim that has or may have been defective or untimely under the Contract shall not constitute waiver of the provisions of the Contract Documents.
- **19.5 Mediation.** Any dispute arising out of or relating to this Contract, or the breach thereof, shall first be subject to mediation under the Construction Mediation Rules of the

- American Arbitration Association ("AAA"). To initiate the mediation process, a party shall submit a written mediation request to the other party. If the parties are unable to agree to a mediator within thirty (30) days after the receipt of the written request for mediation, either party may submit a request for mediation to the AAA. Representatives of other parties in interest, such as insurers and Subcontractors, shall also attend the mediation session. All unresolved Claims shall be considered at a single mediation session that shall occur prior to final acceptance of the Project by the School District.
- **19.6 Litigation.** The Contractor may not institute litigation unless it has been properly addressed in the above dispute resolution procedure. Litigation must be filed no later than *120 days* after Substantial Completion. The pendency of mediation shall toll these filing requirements.
- 19.7 Maintenance of Responsibilities. The parties shall diligently carry on their respective obligations and responsibilities and maintain the Progress Schedule during any dispute resolution proceedings, unless otherwise agreed by both parties in writing. The requirements of this Paragraph 19.7 cannot be waived except by an explicit written waiver signed by the School District and the Contractor.
- **19.8 Litigation.** The Contractor may not bring litigation on a Claim unless it has been properly addressed in the above dispute resolution procedure. Litigation must be filed within *120 days* after the Date of Substantial Completion. The pendency of mediation shall toll these filing requirements.

SECTION 00 73 43 - PREVAILING WAGE RATES

PART 1 GENERAL

1.1 PREVAILING WAGE RATES

- A. The following prevailing wage rate information is provided in accordance with RCW 39.12.030:
 - 1. Pursuant to RCW 39.12, no worker, laborer, or mechanic shall be paid less than the "prevailing rate of wage" in effect on the Bid Date.
 - 2. Prevailing wage rate information for journeymen and apprentices is available at the Washington State Department of Labor and Industries website at www.lni.wa.gov/tradeslicensing/prevwage.
 - 3. The project is located in Pierce County.
 - 4. Prevailing wage rate information applicable to this project is available for viewing at the Educational Service Center, 3717 Grandview Drive West University Place, Washington 98466.

End of Section

December 11, 2019 PREVAILING WAGE RATES

SECTION 01 20 00 — REQUEST FOR PROPOSAL (RFP)

Project No.: UP12112019 USAC Form 470 # 200005817 Issue Date: December 12, 2019

PART 1 GENERAL

1.1 PROJECT OVERVIEW

- A. University Place School District #83 (**UPSD**) is seeking proposals to provide fiber optic wide area network (**WAN**) services to the sites listed in this document. We are requesting separate proposals for each of the following services (if applicable).
 - Managed Ethernet Service (Managed) to all sites listed in bandwidth ranges from 1Gbs to 10Gbs
 - 2. Dark fiber (**Unmanaged**) to all sites listed as an alternative to Managed Service (in accordance with USAC/SLD eligibility)
- B. Managed Ethernet Service (Managed) This RFP is for the construction of, and the monthly lease of, a fiber optic WAN connecting 6 separate facilities within the UPSD to its network hub. The intent of this RFP is to secure pricing for the leasing of a Managed fiber optic WAN for 11 month, 3, and 5 year options with contract renewal options beyond the contract terms every year to 10 years in compliance with the requirements of the Universal Services Administrative Company (USAC), School and Library E-rate program. Each facility designated in this RFP shall be provided network connection capable of speeds up to 10Gbps to the hub location as described within this document.
- C. Dark fiber (**Unmanaged**) UPSD wishes to secure pricing for the construction of, and leasing of Dark fiber Unmanaged WAN for 5 years with contract renewal options beyond the contract terms every year to 10 years in compliance with the requirements of the Universal Services Administrative Company (USAC), School and Library E-rate program.
- D. The goals and objectives of the project include:
 - 1. Provide fast and reliable connectivity between UPSD facilities.
 - 2. Increase the ability to quickly implement district-wide networking technologies.
 - 3. Provide a scalable network infrastructure capable of supporting the District's needs for the foreseeable future.
 - 4. Minimize the operational impact to UPSD facilities throughout construction.
 - 5. Minimize the aesthetic impact to UPSD facilities where infrastructure is being installed.
 - 6. Provide a solution that is cost effective and provides flexibility for local maintenance.
- E. New infrastructure included in this RFP may be in addition to existing connections. System cutovers and/or existing system outages are not anticipated to be required. Throughout the course

of construction, each of the project sites will remain occupied during normal hours and shall remain fully operational throughout the project duration.

- F. The contractor selected for this work will be required to fully maintain the installed optical fiber cabling identified within this RFP.
- G. The objective is to select an experienced and qualified contractor that can properly install and configure fiber optic WAN connectivity in the most efficient and quality-oriented manner and to minimize overall impact and installation construction costs to UPSD.
- H. E-RATE: The Request for Proposal is necessary to file appropriate application forms administered by the Universal Services Administration Company (USAC) under the direction of Federal Communications Commission (FCC). Bidders shall obtain a Service Provider Identification Number (SPIN) assigned by Schools and Libraries prior to submitting a proposal. *Proposals without a SPIN will be rejected.* If awarded, contractor shall coordinate with University Place School District to complete all required E-rate documentation and forms including but not limited to E-rate form 471.
- I. The selected contractor shall be responsible for:
 - 1. Final design of optical fiber routing.
 - 2. Installation of optical fiber cabling to existing facilities.
 - 3. Securing and maintaining any and all permits, easements, or other agreements or contracts required to deliver the optical fiber infrastructure as defined in this document.
 - 4. Owning, operating and maintaining the infrastructure necessary to provide the connectivity as described in this document.
 - 5. Timely response to reported outages or troubles with the installed infrastructure.
 - 6. Coordinating access to the project facilities and for coordinating any and all construction activities to take place at the project sites.
 - 7. Providing necessary construction barriers and safety measures to ensure the safety of all project stakeholders including but not limited to contractor staff, UPSD staff, students, vendors, parents and any other individuals and property that is located on or near project sites.
 - 8. Restoring landscape, roadways, and hard surfaces, each shall be restored with like materials and match the adjacent surface style and texture. Restoration of Telecommunications rooms and other impacted areas shall be restored in the same manner, so that each of the surfaces shall be as if it had been prior to construction activities.
 - 9. Providing unfettered access for the District staff and general public to each location identified in this RFP. This includes access to each of the buildings and access to each of the vehicle roadways where trenching and other barriers may occur. Provide cones, caution tape, and other safety barriers as required.
 - 10. Attending regular coordination and construction meetings with the owners.
 - 11. Each of the contractor's field staff assigned to this project that will be present on any UPSD properties or facilities, shall fill out a Background Check information form that is used by the UPSD. This form includes, but is not limited to; RCW 43.43, RCW 13.34.030, RCW Title 26, and RCW 9a.72.085. Each of the contractor's field staff shall be approved by the UPSD prior to starting any work for the District.

12. Completing UPSD-required paperwork, pay applications and other documents as required by UPSD and the USAC.

1.2 EXISTING CONDITIONS

A. Hazardous Materials: Per AHERA Management Plan and Surveys; Evergreen Primary, Drum Intermediate, and University Place Primary are reported as Asbestos-free facilities. Good Faith Surveys and AHERA Management Plan for; Chambers Primary, Sunset Primary, and the Technology Services Building are available for review during normal business hours at the District Office. If any Asbestos is suspected and/or located, the contractor shall notify the District. The contractor shall support the District as needed at the Districts discretion.

B. Sites

Technology Services Building (HUB):

There are (2) distinctly different conduit pathways into this facility:

- a. <u>From the building to 40th Street West</u>: The existing services are routed from the MDF Room, through the crawl space of the building, and continue via underground conduits towards the street. The conduits terminate at the existing utility vaults and/or existing utility pole at the street.
- b. From the building to Grandview Drive West: An alternate pathway is routed from the MDF Room, through the crawl space of the building, and continue via underground conduits, through a series of hand holes, and terminate in the MDF Room of the Curtis Jr. High School. From the MDF Room of Curtis Jr. High School, a separate group of conduits are routed via underground, which terminate at the existing utility pole at the street.

1. Auxiliary Services:

a. The MDF Room is in the Northeast corner of the maintenance building. Existing services are provide overhead via utility poles. There are no empty conduits from the pole to the MDF.

2. Chambers Primary School:

a. The MDF Room is centrally located within the school. An existing pathway is routed via underground from the MDF Room toward the main vehicle entrance of the school. The conduits are routed to an unknown location.

3. **Drum Intermediate School:**

a. The MDF Room is centrally located within the school. Some of the existing services are routed via direct buried cable, while other existing services are routed via an underground conduit and transition to an above ground conduit into the building.

4. Evergreen Primary School:

a. The MDF Room is centrally located within the school. Some of the existing services are routed via direct buried cable, while other existing services are routed via an underground conduit and transition to an above ground conduit into the building.

5. **Sunset Primary School:**

a. The MDF Room is centrally located within the school. Some of the existing services are routed via direct buried cable, while other existing services are routed via an underground conduit and transition to an above ground conduit into the building. No spare pathway capacity was observed. There are no existing utility poles in the surrounding area of the school.

6. **University Place Primary School:**

- 7. There are (2) distinctly different conduit pathways into this facility.
 - a. From the MDF Room to Elwood Drive West: The existing Telephone services are routed via underground conduits from the MDF Room, through a series of hand holes, and towards the street. The conduits terminate at the existing utility pole at the street.
 - b. <u>From the Library to Elwood Drive West</u>: The existing CATV services are routed via an underground conduit from the Library, through a series of hand holes, and towards the street. The conduit terminates at the existing utility pole at the street.

C. LAN / WAN NETWORK INFRASTRUCTURE OVERVIEW

- The district Network Operation Center located at the Technology Services Building supports the requirements of the District Technology Services facility and all the inbound and outbound Internet services for all of the facilities in the district. University Place School District currently interconnects each school facility listed in this RFP to the Technology Center's Core Network via leased fiber optic network to the HUB in a star topology. The Auxiliary Services building is connected over a Public Internet VPN tunnel as well as a T1 to the Technology Center's Core Network.
- 2. The types of devices connecting over the WAN are as follows: VOIP Phone Systems, Servers, Desktop Devices, printers, HVAC controllers, lighting system controllers, video security systems, and Wireless Access Points.
- 1.3 PROJECT TECHNICAL SCOPE OF WORK for Managed WAN

- A. Provide fiber optic network (MANAGED SERVICE) comprised of underground fiber, aerial fiber, or a combination of the two. Underground installation will be preferred wherever possible.

 Appropriate electronics must be provided on all ends of the network (Sites and HUB).
 - 1. Any interface equipment shall follow industry networking standards including protocols and technologies
 - 2. The data circuit provided by the MANAGED SERVICE will be scalable from 1Gbps to 10Gbps.
 - 3. The "hand-off" of the MANAGED SERVICE for each building shall consist of a single interface or point of demarcation to the district equipment via a 1000BASE-T or SFP+.
 - 4. The MANAGED SERVICE shall provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Interface.
 - 5. The MANAGED SERVICE shall include multiplex multiple services (EVCs) on a given User-to-Network Interface (UNI).
 - 6. The MANAGED SERVICE shall include Class of Service Options (CoS) Identification and Marking. Contractor shall provide CoS performance objectives.
 - 7. The MANAGED SERVICE shall include Traffic Management.
 - 8. The MANAGED SERVICE shall support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged or 802.1Q tagged frame sizes.
 - 9. The MANAGED SERVICE shall support VLAN Tag Preservation. VLAN data must be transmitted and received unaltered by the MANAGED SERVICE.
 - 10. The MANAGED SERVICE must support 18 VLAN ID's with options to add additional if needed.
- B. It is the responsibility of the successful vendor to include any and all items required for a complete and comprehensive solution, including any items that may not described in this document.
- 1.4 PROJECT TECHNICAL SCOPE OF WORK for Unmanaged WAN
 - A. Provide dark fiber optic (UNMANAGED SERVICE) network from each Site to the network HUB comprised of underground fiber, aerial fiber, or a combination of the two. Underground installation will be preferred wherever possible.
 - 1. The UNMANAGED SERVICE must be a minimum of six strands dark optical fibers connecting each building to the Hub.

- 2. The UNMANAGED SERVICE is to be terminated at each building's MDF in a rack or wall mounted fiber termination cabinet with LC connectors.
- 3. Vendor will coordinate with the UPSD on placement of equipment.
- 4. Vendor to provide end to end testing of all fiber including fiber patch cables.
- 5. All work will be in accordance to current building codes and industry standards.
- B. It is the responsibility of the successful vendor to include any and all items required for a complete and comprehensive solution, including any items that may not described in this document.

1.5 Maintenance

- A. A Service Level Agreement (SLA) is required for the SERVICE. The SLA shall outline the expected uptime and maintenance windows as established by the provider. The following are requirements that shall be covered at a minimum:
 - 1. Network Monitoring 24x7x365 basis (MANAGED)
 - 2. Circuit availability guarantees
 - 3. Changes in Bandwidth to take place within 7 days after request. (MANAGED)
 - 4. Technical support 24x7x365 for troubleshooting outages
 - 5. Description of Major and Minor outage classifications
 - 6. Procedure for resolving each type of outage
 - 7. Outage reporting and Mean Time to Recovery guarantees
 - 8. Established trouble and escalation procedures
 - 9. Remedies or credits for occurrences outside the SLA
- B. The SERVICE proposed will be managed by the provider and any monitoring, services and ongoing support shall be the responsibility of the provider. The following are minimum requirements but may not be inclusive of all provider responsibilities:
 - System maintenance, equipment maintenance, firmware upgrades, equipment operating system updates, or vulnerability fixes or patches necessary to maintain the integrity of the SERVICE

- 2. Network system and equipment security
- 3. No SERVICE interruption for maintenance during normal school hours
- 4. Remote diagnosis and configuration of the SERVICE equipment (MANAGED)
- 5. Customer support during normal school hours
- 1.6 Contractor shall provide Connection Costs and Monthly Lease Charges per site. Connection costs shall include all costs and expenses as a lump sum, which the District shall be responsible for to initiate the monthly lease.
 - A. Special Construction one-time charge (If existing fiber connections are used then there will be no charges permitted for this item): Per the Federal Communications Commission's Eligible Service List for funding Year 2020, special construction is comprised of upfront, non-recurring costs of deployment for new or upgraded facilities, design and engineering, project management and construction of network facilities. Please identify the one-time charge for these items, if any.
 - 1. Special Construction will start only after funding has been approved by the USAC. It is anticipated that notifications of Special Construction funding will be announced July, 2020.
 - B. Other one-time charges: Please also identify any other onetime installation and/or equipment charges, if any.
 - C. Monthly Recurring Charge: Please identify the monthly recurring charge(s) for service or lease, if applicable, for one, three, five year term and optional yearly renewals up to ten years.
 - D. Estimated taxes and surcharges, if applicable, listed separately.

The UPSD facilities and interconnections included in this RFP are:

1. From: Hub Location

University Place School District Technology Services Building 8805 40th Street West, Suite A University Place, Washington 98466

2. To: Site Names & Addresses

- a. Auxiliary Services9311 Chambers Creek Rd.University Place, Washington 98467
- b. Chambers Primary School
 9101 56th Street West
 University Place, Washington 98467
- Evergreen Primary School
 7102 40th Street West
 University Place, Washington 98466
- d. Drum Intermediate School
 4909 79th Avenue West
 University Place, Washington 98467
- e. Sunset Primary School 4523 97th Avenue West University Place, Washington 98466
- f. University Place Primary School
 2708 Grandview Drive West
 University Place, Washington 98466
- A. Contractor shall submit design documents and shop drawings for owner approval prior to beginning construction. Test reports and as-built drawings shall be submitted to the owner at the completion of construction.
- B. All work shall take place during normal working hours for UPSD while working on any UPSD facility. No provisions are included in this proposal for payment related to overtime or afterhours work. Should overtime or after-hours work be required to complete the work included in this proposal, the associated additional costs for that work shall be at no additional cost to the owner.
- C. While working at any UPSD facility, the contractor staff shall be required to check in daily at the designated facility main office and shall be required to wear associated identification badging at all times when students, faculty, staff or parents are present.
- D. Contractor will be allowed parking at each facility for a maximum of two company vehicles. Vehicle shall be identified by signage or company logos affixed to the vehicle.
- E. The contractor shall be responsible for removal and safe disposal of any garbage or debris resulting from construction activities.
- 1.7 BID OPTIONS AND BID ALTERNATES

A. Bid alternatives are permitted. Provide a description and unit price for each alternate. The acceptance and/or authorization to perform any of these alternates shall be at the sole discretion of UPSD.

1.8 CONTRACTOR INSTRUCTIONS

- A. All Bid responses are due on *January 29th, 2020 at 3:00 PM (Pacific Coast Time)*. Responses received after this date and time will not be considered.
 - 1. Complete specification Section 01 25 00 Pricing Response Matrix.
 - 2. The Request for Proposal is necessary to file appropriate application forms administered by the Universal Services Administration Company (USAC) under the direction of Federal Communications Commission (FCC). Bidders shall obtain a Service Provider Identification Number (SPIN) assigned by Schools and Libraries prior to submitting a proposal. Proposals without a SPIN will be rejected. If awarded, contractor shall coordinate with University Place School District to complete all required E-rate documentation and forms including but not limited to E-rate form 471.
 - 3. Sealed proposals will be opened publically on **January 29th, 2020 at 3:05pm** in the boardroom of the Educational Service Center (See paragraph C below for address).
- B. Submit (2) hard copies and (1) electronic copy of proposal to:

University Place School District Educational Service Center Attn: Tristan Berquest 8805 40th Street W. Suite A University Place, Washington 98466

Phone: (253) 566-5636

Email: tberquest@upsd83.org

C. UPSD will not hold a mandatory pre-proposal conference for this RFP. Requests for on-site meetings or surveys shall be coordinated through Tristan Berquest (UPSD) and completed no later than December 31st, 2019. Bidders are encouraged to carefully review the RFP documentation, specifications, and drawings. Each Bidder shall have the opportunity in which to formulate questions and submit them in an electronic format to the RFP Administrator by the dates indicated below for submission of questions. UPSD will administer all questions regarding this RFP. All questions shall be due by no later than January 10th, 2020. An addendum will be issued to all participants on January 15th, 2020 if the participants requested notification of changes by emailing Tristan Berquest – tberquest@upsd83.org. Once the contractors receive the addendum, please refrain from making inquiries regarding the RFP to University Place School District, or you may be eliminated from consideration.

RFP Administrator:

University Place School District Attn: Tristan Berquest

8805 40th Street West University Place WA 98466 Phone: (253) 566-5636

Email: tberquest@upsd83.org

D. Contractor Qualifications – General Company Information:

Submit the following information as part of the response to this RFP:

- a. Company profile:
 - Describe the Contractor facilities and local office that will support and deliver services on this project. Indicate any out-of-state offices that will be utilized to bring additional resources to support this project. Indicate any Sub-Contractor facilities that you will utilize to support this project.
- b. Personnel:
 - Identify the project team who will be responsible for participating on this project. Please respond to the following for each of your project personnel:
 - i. Project Manager.
 - ii. Lead Technician.
 - b. Describe each of their qualifications, industry experience in the contractor field, certifications, and training.
- c. Licensing:
 - a. Provide any licensing information for; City, State, and Federal that shall have a bearing on this RFP.
- d. Affiliation/Bonds:
 - a. List the union affiliation, if any, for each classification of your employees, including:
 - i. Project Manager.
 - ii. Lead Technician.

- e. UPSD Certificate of Insurance Requirements:
 - a. Contractor will be required to submit and maintain, at all times and at its sole expense, the following insurance in connection with its obligations.
 All such insurance shall be written through insurance carriers acceptable to Agent and Owner, and licensed in the state that these services are to be performed.
 - Worker's Compensation Insurance with statutory limits and employers liability coverage of not less than \$1,000,000 each for bodily injury, disease, each employee; and disease, policy limit.
 - ii. Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence and a general aggregate of not less than \$2,000,000. The foregoing insurance shall cover, but not be limited to, the following:
 - 1. Premises and Operations Liability
 - 2. Products/Completed Operations
 - 3. Broad Form Property Damage
 - 4. Broad Form Contractual Liability
 - 5. Personal Injury
 - 6. Independent Contractors Liability
 - 7. Owned, Hired and Non-Owned Automobile
- f. The liability insurance policy or policies required hereunder shall name "University Place School District" as "Additional Insured." Each policy shall also be endorsed to provide that a written notice of cancellation, lapse or change or Vendor's insurance will be sent to Owner by Vendor's insurance carrier at least thirty (30) days prior to the effective date of such cancellation, lapse, or change.
 - a. Vendor agrees to provide replacement cost property insurance to cover all equipment and supplies that it owns and brings onto the property.
 - b. Certificate should be sent to as well as Certificate Holder should be listed as:

University Place School District

Educational Service Center Attn: Alphonso Melton 3717 Grandview Drive West University Place, Washington 98466

Phone: (253) 566-5600 Email: amelton@upsd83.org

- g. University Place School District Project Contract Requirements:
 - a. Contractor shall be required to enter into a contract with UPSD based upon the requirements described in specification Section 00 72 00 Agreement and General Conditions. If there are any exceptions or requested modifications to the contract, please provide a description and reasoning for the proposed contract revisions as part of the RFP response.

h. Bidders should assume that his project is subject to the requirements for public works projects in the State of Washington, including without limitation wage and hour requirements of RCW 39.12 and RCW 49.28 (as amended or supplemented), retainage, and performance/payment bonding.

i. Please Note:

All questions referenced below pertain to the local office that will support this project, as well as any sub-contractors utilized.

j. <u>Capabilities</u>:

- a. Describe if your company intends on performing all work, utilizing its own internal resources and personnel, or shall be subcontracting installation requirements. If subcontracting shall be utilized, describe how these resources will be implemented within the project and the types of tasks that these resources shall perform.
- b. List the professional accreditations or certifications held by key stakeholders responsible for the design and implementation of this project.

k. Approach:

- a. Describe your organization's approach on how you will successfully provide the requested services described within this RFP based upon the project schedule and milestones.
- b. Describe your approach for coordination and communication with the building occupants and UPSD administrative staff during the installation activities.

I. Experience:

- a. Provide a description of (3) similar projects, successfully completed within the past (3) years.
- b. Provide documentation denoting the length of time the company has been in business providing similar services.
- c. Describe the support infrastructure for responding to and resolving connectivity issues with installed cable plant including response time to a reported major outage.
- d. Describe and/or list similar work currently being performing within the boundaries of the University Place School District.
- e. Describe experience coordinating easements and access to right-ofways with municipalities and utility districts including Tacoma Public Utilities (TPU) and University Place.

F. <u>Bid Requirements:</u>

1. The District reserves the right not to select a bidder. The District is not responsible for any costs incurred that are associated with the submission of a proposal.

2. Basis of Bid:

- a. The Bids are to be based on the documents referenced herein and are to be made with full knowledge of conditions and requirements of the Work to be performed. By submitting a Bid, the Bidder acknowledges that they, having carefully reviewed documents referenced in these Bid Instructions, are satisfied that they fully understand them, upon written notice of award of contract agrees to provide all supervision, labor, material, construction equipment, plant, facilities, services, safety and insurance, that their Bid includes all taxes, permit costs, fees, and other costs necessary as required.
- b. Provide pricing responses to this RFP including one time installation charges and monthly re-occurring charges in specification Section 01 25 00 Pricing Response Matrix.
- c. Prices on each item must remain firm for the duration of the contract, as specified in Pricing Response Matrix 01 25 00, with the understanding that in the event prices become lower than the proposal prices during the time the contract is in force, the company agrees to lower the prices to conform to the ones prevailing. The Bidder shall assume all responsibility in making adjustment with items deemed unsatisfactory.
- d. Based upon the cost of the winning proposal, the district reserves the right to phase the project based upon available project funds. The proposal must list installation costs for each site, and any conditions for connectivity (i.e. if facility "A" must be connected in order to connect facility "B", the contractor shall indicate those requirements in their final proposal).

G. Bid Evaluation Criteria:

- UPSD shall select the qualified bidder whose proposal is most advantageous to UPSD with price and other factors considered as allowed by E-rate and RCW 39.04.270.
- 2. UPSD reserves the right to reject any, parts of, or all proposals and to not make an award.
- 3. UPSD shall review and evaluate the proposals according to the following factors;

		Weight
a.	Price	35%
b.	Project design and implementation schedule	20%
c.	Integration with existing infrastructure	15%
d.	Demonstrated relevant experience in K-12 Environment.	15%
e.	Service Level Agreement	10%
f.	Project or Services performance based on references.	5%

H. PROJECT SCHEDULE

- a. Bid response evaluation, recommendations, and approvals are anticipated to occur between January 29th, 2020 and February 6th, 2020 with an anticipated notice of selection to be issued on or before February 14th, 2020.
- b. Special Construction will start only after funding has been approved by the USAC. It is anticipated that notifications of Special Construction funding will be announced July, 2020.
- c. It is the District's preference to have the on-campus Scope of Work completed when classes are not in session. This includes all work inside each of the buildings and also the work on each site (the area from the perimeter walls of each building to the property line of each school).
- d. Installation of the fiber optic wide area network is anticipated to begin in July, 2020 and is to be completed by May 31st, 2021. Leasing of connectivity as noted in this RFP is anticipated to begin immediately upon completion of installation.
- e. The construction and implementation phase of the project shall align with the District calendar (for holidays, early dismissal dates, weekends, and other non-school days). The Contractor shall be responsible for coordinating and determining final project timelines. The complex nature of multi-jurisdictional agreements, easements and right-of-ways are understood to be inherent in this project and the owner will endeavor to accommodate changes and delays to schedules where the cause of delay is beyond the direct control of the Contractor. The Contractor shall be required to clearly communicate any delays to the District immediately through an on-going status update process or other communication process agreed upon by the District and the Contractor at the time of the Pre-Construction Meeting.
- f. The Contractor shall <u>provide a project schedule</u> at the time of a Pre-Construction Meeting that shall include the following project milestones and tasks at a minimum:
- a. Schedule of Values
- b. Submit and review of product submittals and shop drawings
- c. Construction start and finish for each Site and/or Location
- d. Any Owner tasks required by the Contractor for a successful implementation
- e. Testing plan and commissioning schedule for each facility
- f. Substantial completion
- g. District punch list
- h. Final completion

End of Section

University Place School District

E-RATE PRIORITY 1 - Fiber Optic Wide Area Network - REQUEST FOR PROPOSAL

Section 01 25 00 - PRICING RESPONSE MATRIX

University Place, WA 98467

Company Name:											
Address: City: State: Zip:											
Phone:		otate.	Cell:	.p.							
Fax:			E-Mail:								
Contact Person:			SPIN:								
Base Bid 1 Managed 1Gbs WAN	One Time Installation	Tax		11 Month Lease Monthly	Tax	3 Year Lease Monthly	Tax	5 Year Lease Monthly	Тах	Monthly Charges from Year 5	Тах
From:	Charges	IdX		Charges	Iax	Charges	Iax	Charges	IdX	to Year 10	Tax
Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466			Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466	_							
<u>To:</u>											
 Auxiliary Services 9311 Chambers Creek Rd. University Place, WA 98467 			 Auxiliary Services 9311 Chambers Creek Rd. University Place, WA 98467 			_					
2. Chambers Primary School 9101 56th Street West University Place, WA 98467			2. Chambers Primary School 9101 56th Street West University Place, WA 98467								
3. Drum Intermediate School 4909 79th Avenue West			3. Drum Intermediate School 4909 79th Avenue West								

December 11, 2019 PRICING RESPONSE MATRIX

University Place, WA 98467

Section 01 25 00 - PRICING RESPONSE MATRIX

	One Time Installation Charges	Tax		11 Month Lease Monthly Charges	Tax	3 Year Lease Monthly Charges	Tax	5 Year Lease Monthly Charges	Тах	Monthly Charges from Year 5 to Year 10	Tax
To: 4. Evergreen Primary School 7102 40th Street West University Place, WA 98466	-		4. Evergreen Primary School 7102 40th Street West University Place, WA 98466	-		5 865					
5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466			5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466								
6. University Place Primary 2708 Grandview Drive W University Place, WA 98466			6. University Place Primary 2708 Grandview Drive W University Place, WA 98466								

University Place School District

E-RATE PRIORITY 1 - Fiber Optic Wide Area Network - REQUEST FOR PROPOSAL

Section 01 25 00 - PRICING RESPONSE MATRIX

Base Bid 2

Managed 10Gbps WAN	Onetime			11 Month Lease		3 Year Lease		5 Year Lease		Monthly Charges	
	Installation	Tax		Monthly	Tax	Monthly	Tax	Monthly	Tax	from Year 5	Tax
From:	Charges			Charges		Charges		Charges		to Year 10	
Technology Services (Hub)			Technology Services (Hub)								
8805 40th Street W, Suite A			8805 40th Street W, Suite A								
University Place, WA 98466			University Place, WA 98466								
<u>To:</u>											
 Auxiliary Services 			 Auxiliary Services 								
9311 Chambers Creek Rd.			9311 Chambers Creek Rd.								
University Place, WA 98467			University Place, WA 98467							,	
2. Chambers Primary School			2. Chambers Primary School								
9101 56th Street West			9101 56th Street West								
University Place, WA 98467			University Place, WA 98467								
3. Drum Intermediate School			3. Drum Intermediate School								
4909 79th Avenue West			4909 79th Avenue West								
University Place, WA 98467			University Place, WA 98467								
omversity indee, with some			omversity ridec, vvit 50407							_	

Section 01 25 00 - PRICING RESPONSE MATRIX

	One Time Installation Charges	Тах		11 Month Lease Monthly Charges	Tax	3 Year Lease Monthly Charges	Tax	5 Year Lease Monthly Charges	Тах	Monthly Charges from Year 5 to Year 10	Tax
To: 4. Evergreen Primary School 7102 40th Street West University Place, WA 98466	-		4. Evergreen Primary School 7102 40th Street West University Place, WA 98466	-						- <u></u> -	
5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466			5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466								
6. University Place Primary 2708 Grandview Drive W University Place, WA 98466			6. University Place Primary 2708 Grandview Drive W University Place, WA 98466								

University Place School District

E-RATE PRIORITY 1 - Fiber Optic Wide Area Network - REQUEST FOR PROPOSAL

Section 01 25 00 - PRICING RESPONSE MATRIX

Base Bid 3 Unmanaged Dark Fiber WAN

From: Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466	Onetime Installation Charges	Тах	Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466	5 Year Lease Monthly Charges	Tax	Monthly Charges from Year 5 to Year 10	Тах
To:1. Auxiliary Services9311 Chambers Creek Rd.University Place, WA 98467			Auxiliary Services 9311 Chambers Creek Rd. University Place, WA 98467				
2. Chambers Primary School 9101 56th Street West University Place, WA 98467			2. Chambers Primary School 9101 56th Street West University Place, WA 98467				
3. Drum Intermediate School 4909 79th Avenue West University Place, WA 98467			3. Drum Intermediate School 4909 79th Avenue West University Place, WA 98467				

Section 01 25 00 - PRICING RESPONSE MATRIX

				5 Year Lease		Monthly	
	Installation Charges	Tax		Monthly Charges	Tax	Charges from Year 5	Tax
_	Charges			Charges			
<u>To:</u>						to Year 10	
4. Evergreen Primary School			Evergreen Primary School				
7102 40th Street West			7102 40th Street West				
University Place, WA 98466			University Place, WA 98466				
5. Sunset Primary School			5. Sunset Primary School				
4523 97th Avenue West			4523 97th Avenue West				
University Place, WA 98466			University Place, WA 98466				
6. University Place Primary			6. University Place Primary				
2708 Grandview Drive W			2708 Grandview Drive W				
University Place, WA 98466			University Place, WA 98466				
University Flace, WA 96466			Offiversity Flace, WA 96400				

University Place School District

E-RATE PRIORITY 1 - Fiber Optic Wide Area Network - REQUEST FOR PROPOSAL

Section 01 25 00 - PRICING RESPONSE MATRIX

Dark Fiber Electronics	Quantity	Description	Price Each	Extended	Тах
Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466	1	Aruba Compatible 8-port 1G/10GbE SFP+ MACsec v3 zl2 Module			
	6	Aruba Compatible 10G SFP+ LC LR Transceiver			
 Auxiliary Services 9311 Chambers Creek Rd. University Place, WA 98467 	1	Aruba Compatible 10G SFP+ LC LR Transceiver			
2. Chambers Primary School 9101 56th Street West University Place, WA 98467	1	Aruba Compatible 10G SFP+ LC LR Transceiver			
3. Drum Intermediate School 4909 79th Avenue West University Place, WA 98467	1	Aruba Compatible 10G SFP+ LC LR Transceiver			
4. Evergreen Primary School 7102 40th Street West University Place, WA 98466	1	Aruba Compatible 10G SFP+ LC LR Transceiver			

Section 01 25 00 - PRICING RESPONSE MATRIX

	Quantity	Description	Price Each	Extended	Tax
5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466	1	Aruba Compatible 10G SFP+ LC LR Transceiver			
 University Place Primary 2708 Grandview Drive W University Place, WA 98466 	1	Aruba Compatible 10G SFP+ LC LR Transceiver			

Section 01 25 00 - PRICING RESPONSE MATRIX

Alternate Proposed solution	This page is a sample format for Alternate #1. At the contractors discretion, the format of Alternate #1 may be modified by the contractor to better accommodate the description and pricing information for this Alternate.
Provide a narrative description of the proposed change(s):	
Provide additional sheets as necessary to allow for a clear understanding of this option.	

Section 01 25 00 - PRICING RESPONSE MATRIX

Alternate Proposed solution

From: 1. Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466 To:	Onetime Installation Charges	Тах	1. Technology Services (Hub) 8805 40th Street W, Suite A University Place, WA 98466	11 Month Leas Monthly Charges	e Tax	3 Year Lease Monthly Charges	Тах	5 Year Lease Monthly Charges	Тах	Monthly Charges from Year 5 to Year 10	Tax
 Auxiliary Services 9311 Chambers Creek Rd. University Place, WA 98467 			 Auxiliary Services 9311 Chambers Creek Rd. University Place, WA 98467 								
 Chambers Primary School 9101 56th Street West University Place, WA 98467 			2. Chambers Primary School 9101 56th Street West University Place, WA 98467								
3. Drum Intermediate School 4909 79th Avenue West University Place, WA 98467			3. Drum Intermediate School 4909 79th Avenue West University Place, WA 98467								

Section 01 25 00 - PRICING RESPONSE MATRIX

	Onetime Installation	Tax		11 Month Leas Monthly	e Tax	3 Year Lease Monthly	Tax	5 Year Lease Monthly	Tax	Monthly Charges from Year 5	Tax
To:	Charges	Iax		Charges	Idx	Charges	IdA	Charges	Iax	to Year 10	Iax
4. Evergreen Primary School 7102 40th Street West University Place, WA 98466	-		4. Evergreen Primary School 7102 40th Street West University Place, WA 98466								
5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466			5. Sunset Primary School 4523 97th Avenue West University Place, WA 98466			- <u></u>					
6. University Place Primary 2708 Grandview Drive W University Place, WA 98466			6. University Place Primary 2708 Grandview Drive W University Place, WA 98466								

Section 01 25 00 - PRICING RESPONSE MATRIX

Project Reference # 1	
Company Name: _ Contact Information: _	
(Name, Title, and Phone No.)	
Description of ⁻	
Services Provided:	
·	
_	
Project Reference # 2	
Company Name:	
Contact Information:	
(Name, Title, and Phone No.) Description of	
Services Provided:	
-	
-	

University Place School District

E-RATE PRIORITY 1 - Fiber Optic Wide Area Network - REQUEST FOR PROPOSAL

Section 01 25 00 - PRICING RESPONSE MATRIX

End of Section

SECTION 01 26 00 - CHANGE ORDER PROPOSALS AND CHANGE ORDER PROCEDURES

PART 1 GENERAL

1.1 DEFINITIONS

- A. Change Proposal (CP): Used as a written order to the Contractor, signed by Owner and Project Manager. When appropriately signed, this document provides Work Authorization for Contractor to proceed with a change altering the work. These provisions are to be included in a subsequent change order.
- B. Change Order: Change order lists and describes change proposals previously approved with Work Authorization signatures. Change order provides accounting for any contract sum and contract time adjustment.

1.2 PRELIMINARY INITIATION/CHANGES

- A. Owner Changes: Changes may be initiated by Owner and Project Manager through a change proposal submitted to Contractor. Such request is for information only, and is not an instruction to execute changes, nor to stop work in progress. Proposal will include:
 - 1. Detailed description of changes, products, and location of modification in project.
 - 2. Supplementary or revised drawings and specifications, or descriptions.
 - 3. Projected time span for making change. Statement as to whether overtime work is, or is not authorized.
- B. Contractor Changes: Initiate changes by submitting a letter to the Project Manager requesting a CP be issued. Include in the correspondence the following:
 - 1. Description of proposed changes.
 - 2. Reason for making changes.
 - 3. A specific period of time during which requested price will be considered valid.
 - 4. Effect on contract sum and contract time.
 - 5. Documentation supporting any change in contract sum or contract time, as appropriate.
 - 6. Statement of why proposed change is not covered in contract.
 - 7. Include date work is to be completed.
- C. Immediate Changes: In situations where time is of the essence or an emergency condition exists, Project Manager and Owner's Representative may directly order a change to the work by a written CP signed by the Owner's Representative. Work Authorizations will only be issued on a "cost-not-to-exceed" basis.

1.3 CONSTRUCTION AUTHORIZATION

A. Recommendation of change proposal is indicated by Project Manager's signature.

- B. Owners' signatures providing work authorization are required for Contractor to proceed with the work described on the proposal and subsequent inclusion into a change order.
- C. If either the Project Manager or Owner disapproves proposal, the reason for disapproval will be stated. A request for a revised proposal or cancellation of the proposal will be shown.

1.4 CHANGE ORDER PROCEDURES

- A. Change orders will be prepared at such intervals as Owner deems practical or as reasonably requested by Contractor.
- B. Change order will be prepared by the Owner and three original copies will be forwarded to the Contractor for signature.
- C. Upon signature and execution by the Owner, the change order becomes part of the contract documents, which then alters the contract time and cost as needed.
- D. Contractor may only request payment for the work against an approved change order.

1.5 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Revise request for payment forms to record each change order as a separate item of work. Record adjusted contract sum.
- B. Revise construction schedule to reflect changes in contract time.
- C. Upon completion of work under change order, enter pertinent modifications in record documents.

1.6 DISTRIBUTION

A. Upon a change proposal receiving a work authorization signature or an authorized change order the Owner will transmit one signed copy to Contractor and Project Manager.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

End of Section

SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 GENERAL

- 1.1 FORM AND CONTENT OF SUBMITTAL
 - A. Format: On 8-1/2" x 11" paper.
 - B. Content: Include as a minimum the following:
 - 1. Individual items of work, including general conditions, mobilization, close-out, punchlist, and demobilization.
 - 2. Round figures to nearest dollar amount.
 - 3. Make sum of total scheduled costs equal to contract sum.
 - 4. Major cost items which are not directly a cost of actual work-in-place, such as distinct temporary facilities, may be either shown as items in schedule of values or distributed as general overhead expense, at Contractor's option.
 - C. Coordinate items of the schedule of values so that there is a corresponding item in the construction schedule.

1.2 SUBMITTAL

A. Submit and receive approval prior to first application for payment.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

End of Section

December 11, 2019 SCHEDULE OF VALUES

University Place School District E-RATE PRIORITY 1 - Dark Fiber LEASE - REQUEST FOR PROPOSAL

SECTION 01 31 00 - PROJECT MANAGEMENT & COORDINATION

PART 1 - GENERAL

1.1 GENERAL COMMUNICATION

- A. Telephone communication and correspondence shall be between General Contractor's Representative and Project Manager.
- B. Subcontractors: Do not contact members of the design team directly. Transmit problems to the General Contractor.
 - 1. Exception: Send all intents to lien to the University Place SD Project Manager.

1.2 CORRESPONDENCE

A. Address all correspondence to Project Manager.

1.3 REQUEST FOR INFORMATION

When field conditions or contract document contents require clarification or verification by the Owner, the contractor is to contact the Project Manager by phone call or electronically.

Clarifications: May only be discussed on-site or by telephone with Owner or Owner's Consultant, or Project Manager.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

End of Section

SECTION 01 35 23 - SAFETY & HEALTH

PART 1 GENERAL

1.1 WORK COVERED BY THIS SECTION

- A. This section is applicable to all Work covered by this contract. By signing the Agreement in specification Section 00 72 00 Agreement and General Conditions, the Contractor promises and is obligated to do the following when performing work for University Place SD:
 - 1. Ensure that sub-contractors and other agents comply with this Section.
 - 2. Protect the environment by complying with all applicable regulations.
 - 3. Protect the health and safety of Contractor and sub-contractor employees, using regulatory requirements as a minimum.
 - 4. Follow the Contractor's own safety plan.
 - 5. Protect the health and safety of the University Place SD community and general public at all times. This includes, but is not limited to, maintaining good indoor air quality, cleaning thoroughly and often, using construction barriers and providing pedestrian and vehicular safety.
 - 6. Non-compliance with the safety and health requirements is a basis for non-performance of the contract.
- B. Provide any additional measures that the Owner or Engineer determines to be reasonable and necessary for ensuring a safe and healthy environment.
- C. In carrying out its responsibilities according to the Contract Documents, the Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; prevent damage to other property at the site or adjacent thereto; and avoid work interruptions. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- D. Nothing provided in the Contract Documents shall be construed as imposing any duty upon Owner or Engineer with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relating to employees or agents of the Contractor or any of its Subcontractors, or the public.

1.2 REGULATORY REQUIREMENTS

A. General: The references listed below form a part of this specification and, if applicable to project Work, must be complied with. The references may be included in the following text by basic designation only.

- B. Applicable parts of the Codes of Federal Regulations (CFR), as follows:
 - 1. Title 29, Occupational Safety and Health; Title 40, Protection of the Environment; and Title 49, Transportation (including transportation of hazardous materials).
- C. Applicable parts of the Washington Administrative Code (WAC) as follows:
 - 1. Title 296, Occupational Safety and Health; Titles 173, 197, 372, and 508, relating to Protection of the Environment; and Title 246 relating to public health, and 252 relating to highways and roads.
- D. Applicable parts of the Tacoma Fire Code and National Fire Protection Association codes.
- E. American National Standards Institute standards where referenced by regulation.

1.3 HAZARDOUS MATERIALS

- A. General: Hazardous materials may be present on the University Place SD property. Those encountered may include: asbestos, polychlorinated biphenyls, lead, solvents, laboratory chemicals, explosives, and radioactive materials. In addition, contract work may release hazardous levels of materials that would not otherwise be harmful, as in grinding of concrete.
- B. Asbestos: Asbestos may be found in over 3,000 products, including but not limited to, sprayed-on fireproofing, insulation, boiler lagging, pipe covering, flooring materials, ceiling tiles, base moldings, mastics, and wallboard mud. The Contractor is required to: warrant that you, your agents, and your sub-contractors are properly trained, registered and certified for the services you will perform; and promise that you have the knowledge to comply and will comply with relevant statutes and regulations.
 - It is required that NO asbestos-containing materials be added to University Place SD buildings by the project. Contractor shall guarantee/certify that no asbestos containing materials will be used in the Project. Materials not to contain asbestos include, but are not limited to the following partial list: all surfacing, thermal fabric, paper, plaster, electrical, taping, putty, caulking, cement, mastic, binding, filler, brakes, fire-proofing, roofing, packing and gaskets materials.
 - 2. If asbestos-containing materials must be used due to lack of an approved substitute, the quantity, location and type must be documented to the Owner. Product data information is to be submitted to the Owner in writing for approval prior to installation. The University Place SD shall have the right to determine if a product is an approved substitute. If the District rejects the submittal, the Contractor shall provide a product that is an approved substitute at no additional cost to the District.
 - 3. Asbestos-containing materials removed during the project must be properly disposed at the Owner's expense and in accordance with regulations. Quantities of waste removed must equal the quantities of waste disposed. Any asbestos-containing waste, either non-regulated or regulated, must be disposed of at one of three EPA-approved landfills below.

- a. Prior to removing any Hazardous Materials, notify the District who shall determine the course of action.
- C. Contractor Must Control Hazardous Materials: Hazardous materials use, storage and disposal must be in compliance with applicable regulations.
 - All chemicals must be properly stored and in compliance with applicable storage and fire codes. All liquid chemicals and chemical wastes used or generated during the project must be stored using secondary containment. All chemical containers, including waste containers, must be properly labeled in accordance with regulations.
 - 2. Emergency equipment and spill containment equipment must be present to address chemicals used in the project and wastes generated.
 - 3. All chemical hazards generated during this Work, such as silica or lead dust, must be controlled in accordance with regulation and to the Owners' satisfaction. If the contractor creates silica dust from cutting of concrete or brick which adversely affects building occupants and/or nearby pedestrians, the contractor will stop immediately and use appropriate control methods.
 - 4. Contractor shall maintain an accurate record of exposure data on all incidents involving hazardous materials relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
 - 5. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
 - 6. Control of Solvent: The use of solvents and materials producing noxious fumes shall be subject to the approval of the Owner. Submit a written procedure for the control of emissions prior to any use. Isolate the area of use and mechanically vent to the outside (away from air intakes or pedestrian traffic) areas where solvents are to be used.
 - 7. If contaminated media (soil, surface water, or ground water) are created or encountered by the Contractor, he/she shall immediately notify the owner.

D. Hazardous Material Waste Disposal

The Contractor must coordinate all disposal of hazardous materials, hazardous wastes, or universal wastes prior to generating above waste materials.
 Quantities of waste removed must equal the quantities of waste disposed.

- Lead-contaminated materials, fluorescent light tubes and light ballasts
 containing polychlorinated biphenyls that are removed during the project must
 be properly recycled or disposed at the Contractor's expense and in accordance
 with regulations.
- Disposal of all hazardous or dangerous wastes, including flammable, hazardous or toxic materials that are not wanted by the owner or the Contractor, is to be arranged by the Contractor in coordination with the owner and at the owner's expense. Dangerous or hazardous wastes removed are to be disposed of only through vendors approved by the State.

1.4 EMERGENCIES

- A. In an emergency affecting the safety of life, the Work, or of adjoining property, the Contractor is permitted to act, at his/her discretion, to prevent such threatened loss, and Contractor shall so act if so authorized or instructed.
- B. The safety submittals must include site-specific emergency information, including emergency phone numbers, on-site first aid, and instructions for contractor's employee transport to a medical treatment facility.

1.5 FIRE SAFETY

- A. The Contractor shall designate a fire prevention program superintendent whose responsibility is to assure that fire safety of the site meets IFC Section 1408 and the Municipal Fire Code. At a minimum, the Contractor conducts operations in a manner that is fire-safe for the work area and adjacent areas. Maintain the premise clear of rubbish, debris, or other materials constituting a potential fire hazard. Maintain a proper fire separation between the work area and any adjacent areas. The local fire code is incorporated herein by reference. Adhere to all applicable provisions as determined by the local fire department.
- B. Where significant or continued non-compliance with fire safety and/or the IFC, Municipal Fire Code, or other fire issues as identified by either the Owner or the fire department is noted, the Owner reserves the right to stop the work at no **extra cost** or extension of time pending remedial action. Reimburse the Owner as appropriate, for any fines or penalties levied by the local fire department.
- C. All construction fires are to be reported immediately. All hallways, egress routes and all adjacent areas will remain free of construction rubbish at all times. Do not impede the egress path within the building in any way. Fire protection systems installed in buildings must be protected from accidental activation. If proper procedures are not followed to insure that alarms are not set off and the fire department responds to a call, the Contractor will be charged for that fire department visit.

1.6 ENVIRONMENTAL QUALITY

A. Contractor will comply with all environmental quality (e.g., air and water pollution) regulations.

- B. Contractor is prohibited from discharge of pollutants, including sewage and chlorinated water from water line disinfection, into surface or ground waters, including storm drains and ditches.
- C. Contractor ensures that all site work, including sub-contractors' work, prevents soil erosion and other pollutants from entering waters of the state. Mud and soil removal from roads and sidewalks shall be undertaken on a full-time basis and not just once or twice a day. Soil or mud dropped onto streets and sidewalks by vehicles at the project site shall be removed immediately by mechanical means. Use of water without collection to clean streets and sidewalks is prohibited.
- D. Contractor shall mitigate dusts in working areas of the work site throughout the entire project. Dust mitigation may not include chemical use, but shall be accomplished with intermittent use of water and sprinkling at such frequency as will satisfactorily settle dust (except paved roads). Paved roads shall be cleaned as described above. Dust mitigation may not cause soil erosion or surface water pollution.

1.7 PUBLIC HEALTH

A. Contractor shall comply with all public health regulations and requirements, including those pertaining to Contractor's and sub-contractors' employees and the general public.

1.8 COMPLIANCE

- A. Compliance With Regulations: All work, including but not limited to the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials, shall comply with applicable federal, state and local safety, health and environmental requirements.
- B. Asbestos Work Compliance with Regulations. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or the disposal and removal of asbestos, shall comply with the requirements of applicable state and municipal safety and health requirements. Contractor's personnel, including sub-contractors, working in any area containing asbestos are required to have documented training in asbestos awareness, proper engineering controls, and proper work safety practices. Where there is a conflict between applicable regulations, the most stringent shall apply.

1.9 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel (employees, subcontractors' employees, Owner's personnel in nearby areas, and visitors to Owner's property) and environmental protection during the execution of work. The Contractor and affiliated sub-contractors shall hold the Owner harmless for any action on his/her part or that of his/her employees or sub-contractors, which results in illness, injury, or death.
- B. Contractor shall provide a site-specific hazard assessment certification, personal protective equipment for employees and other safety-related equipment for employees working on site. Contractor shall provide training to all persons working on the Project within accordance with applicable laws, regulations, rules, ordinances, and orders, and shall have appropriate documentation available on site. Proof of medical monitoring

- required by applicable laws, regulations, ordinances, or orders shall be made available to Owner within 14 days of request by Owner.
- C. Inspections, Tests, and Reports: All inspections, tests, and reports made by the Contractor, sub-contractors, specially trained technicians, equipment manufacturers, and others as required and made necessary by the Work, shall be at the Contractor's expense. All results of such testing shall be made available to the Owner upon written request by the Owner to the Contractor. The above testing may include but is not limited to air quality testing to ensure that Contractor, sub-contractor, or Owner personnel are not at risk during a project.

1.10 SUBMITTALS

- A. Accident Reporting: A copy of each accident report, which the Contractor or sub-contractors submit to their insurance carriers including the WA State Department of Labor and Industries shall be forwarded through the Engineer to the Owner as soon as possible, but in no event later than seven (7) calendar days after the day the accident occurred.
- B. All incidents involving hazardous materials relating to the Work resulting in death, traumatic injury, occupational disease, exposure or damage to property, materials, supplies, or equipment: Contractor shall immediately report any such incident to Owner in writing.
- C. Permits: If hazardous materials are disposed of off site, the Contractor must submit copies of applicable permits from Federal, state, or municipal authorities. These submittals must be in a timely fashion. Delays or work stoppages resulting from tardy permit submittals and insufficient notification periods are at the Contractor's expense. The Contractor must ensure that the permit and permit addenda remain current, in accordance with state regulation.
- D. Manifests: When hazardous materials are disposed of off site, the Contractor must submit to the Owner manifest originals and copies received at the time of transport as well as associated disposal documents from the disposal firm within 7 days of receipt.

1.11 X-RAY USE BY CONTRACTOR

A. If X-ray producing equipment or ionizing radiation is used, a safety plan and work plan for use must be provided to the owner and approved prior to the work. This work must be coordinated as specified by the Project Manager. The Contractor is responsible for proper signage notifications. The Contractor must always protect owner's personnel from inadvertent entry and exposure irrespective of the time of day use occurs.

PART 2 PRODUCTS

2.2 MATERIALS

- A. Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with applicable regulations.
- B. Hazardous Materials: The Contractor shall bring to the attention of the Engineer or Owner any material suspected of being hazardous which he encounters during execution of the work. Immediately upon awareness, the Contractor shall stop work,

isolate the area, and notify the Engineer and Owner. The Engineer in consultation with the Owner will make a determination whether the Contractor shall perform tests to determine if the material is hazardous. If the Engineer directs the Contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required.

C. The Contractor will immediately notify the Owner of any hazardous material brought to the site which was not part of the initial disclosure and provide two copies of the Material Safety Data Sheet as soon as the material is present at the work site.

PART 3 EXECUTION

3.1 STOP WORK ORDERS

A. When the Contractor or his/her sub-contractors are notified by the Owner representative(s) of any noncompliance with the provisions of the contract and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours after receipt of a notice of violation correct the unsafe or unhealthy condition. If the Contractor fails to comply promptly, the Owner or his/her representative(s) with a "Stop Work Order" may stop all or any part of the work being performed. When, in the opinion of the Owner or his/her representative(s), satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, written permission to start work again will be given. No extensions of time or compensation for damages by reason of or in connection with such work stoppage shall be granted to the Contractor.

3.2 PROTECTION

- A. The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. All Work shall be performed with due regard for the safety of the public. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or a subcontractor working under his/her direction.
- B. Whenever practicable the Contractor shall fence, barricade, or otherwise block off the work area from the public or building occupants to prevent unauthorized entry into the work area and harm to passers by.
- C. When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions must be used at the Contractor's expense. These may include but are not limited to: the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations.
- D. When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in WAC 296 shall be provided.
- E. Fences and barricades shall be removed upon completion of the project, in accordance with local ordinance and to the satisfaction of the Owner or his/her representative(s).

- F. The storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.
- G. No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupant, or to present unsafe or unhealthy condition to the public or building occupants.
- H. Public sidewalks, streets and external routes of ingress or egress shall be protected from unsafe or unhealthy condition to the public. Flaggers shall be used for vehicular and pedestrian control at the Contractor's expense. Public roadways and walkways shall be maintained in a lighted condition at the Contractor's expense. Contractor shall perform the Work so as to cause a minimum of interruption to vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be the Contractor's responsibility. All expenses involved in the maintenance of traffic, for example, detours, shall be borne by Contractor. Signs provided by Contractor shall be highly readable.
- I. The Contractor must conduct work and direct sub-contractors to maintain high indoor air quality levels and minimize dust levels to building occupants. The Contractor is required to provide protections including solid, sealed insulated barriers to control dust and sufficiently sized portable air movers or handlers, such as negative air machines. All exhaust air must be properly filtered to remove dust, vapors and fumes. At his/her expense, the Contractor must maintain the work area so that dust is controlled and continuously cleaned. Contractor must protect all existing and new ventilating systems from dust penetration. The Contractor must ensure that any dust present in occupied indoor areas adjoining the project site is continuously cleaned with a HEPA filtered vacuum cleaner only at Contractor expense to a level of cleanliness present without construction activity. This includes dust present from Contractor personnel using lunch or rest facilities. External dust must be controlled at the project. Exterior walkways and access used by both project work and the public must be cleaned at Contractor's expense as described earlier in this section.
- J. At his/her expense, the Contractor must ensure that noise is controlled to the extent feasible and to the Owner's satisfaction. This includes providing solid, sound-insulated barriers between the work and other building occupants.
- K. If interior spaces become wet during Work, Contractor must ensure that water is removed immediately and that wet materials are dried out quickly. This includes removal of sheet rock or carpet, and placement of dehumidifiers. All water and wet material drying and/or removal is at Contractor's expense. The Contractor must notify owner if wet interior areas are created in occupied buildings.
- L. If X-ray producing equipment or ionizing radiation is used, a safety plan and work plan for use must be provided to the owner and approved prior to the work. This work must be coordinated as specified by the Project Manager. The Contractor is responsible for proper signage and notifications. The Contractor must always protect owner's personnel from inadvertent entry and exposure irrespective of the time of day use occurs.
- M. If equipment producing strong non-ionizing radiation is used, a safety plan and work plan must be provided to the owner and approved prior to the work. This includes strong magnets above a 5 gauss field strength, Class 3R or 4 lasers or microwave equipment with

over 2000 watts output. This work must be coordinated as specified by the Project Manager. The Contractor is responsible for proper signage and notifications and must always protect owner's personnel from inadvertent entry and hazardous exposure irrespective of the time of day use occurs.

3.3 INADVERTANT DISCOVERY

- A. Should intact archaeological materials (e.g. bones, shell, stone tools, beads, ceramics, old bottles, hearths, etc.) or ANY human remains be observed during project activities, all work in the immediate vicinity should stop. The State Department of Archaeology and Historic Preservation (360-586-3065), the County planning office, the affected Tribes(s) and the county coroner (if applicable) should be contacted immediately in order to help assess the situation and determine how to preserve the resources(s). All materials should be left in place. Compliance with all applicable laws pertaining to archaeological resources (RCW 27.53, 27.44 and WAC 25-48) is required. Failure to comply with this requirement could constitute a Class C Felony.
- B. If Federal funds or permits are involved in the project, notification to the appropriate federal agency and the Advisor Council should occur in addition to the above-listed parties, per 36 CFR Sec. 800.12.

End of Section

SECTION 27 13 00 — OUTSIDE PLANT TELECOMMUNICATIONS CIRCUITS.

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all materials and labor for the installation of a vendor-owned outside plant telecommunication system. This section includes Outside Plant Communications cabling, termination, and administration equipment and installation requirements for the specified Outside Plant Cabling as it relates to the infrastructure and devices that are installed on the owner's premise.
- B. This specification acknowledges the installed infrastructure will be owned and maintained by the contractor. These specifications identify specific owner requirements for the use of the infrastructure after installation based upon the technologies and equipment planned for installation.
- C. Contractor shall submit a formal document to the owner at the time of bid that clearly denotes any and all items in this specification that the contractor is unable or not willing to provide or comply with.

1.2 REFERENCES

- A. Incorporate by reference the applicable portions of the following specifications, standards, codes into this specification section.
 - 1. General:
 - a. National Electrical Code (NEC)
 - b. National Electrical Safety Code (NESC)
 - c. Washington Industrial Safety and Health Act (WISHA)
 - d. Occupational Safety and Health Act (OSHA)
 - e. Revised Code of Washington (RCW)
 - f. Washington Administrative Code (WAC)

2. Communications:

- Unless specifically indicated otherwise in the Construction Documents, the latest Edition and all current Addenda's for the following publications shall be considered Communications references.
 - 1) ANSI/TIA/EIA-455: Fiber Optic Test Standards
 - 2) ANSI/TIA/EIA-526 series: Optical Fiber Systems Test Procedures
 - 3) ANSI/TIA/EIA-568-B: Commercial Building Telecommunications Cabling Standard

- 4) ANSI/TIA/EIA-569-A: Commercial Building Standard for Telecommunication Pathways and Spaces
- 5) ANSI/TIA/EIA-606-A: The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- 6) ANSI-J-STD-607-A: Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications

1.3 DEFINITIONS

- A. "OSP-SCS" shall mean Outside Plant Structured Cabling System. The OSP-SCS is defined as all required equipment and materials including, but not limited to, ANSI/TIA/EIA and ISO/IEC compliant fiber optic cable, connectors, splices, splice enclosures and other incidental and miscellaneous equipment and materials as required for a fully operational, tested, certified, and warranted system, compliant with all applicable codes and standards.
- B. "MH" or "HH" shall mean Maintenance Holes or Handholes used for the routing of communications cables.
- C. "SERVICE SLACK" shall mean all backbone fiber cables shall be installed to provide an additional length of cable (service slack) near each end of the cable within the area where the cable terminations are made. The service slack is to accommodate future moves or changes to the locations of the cable termination equipment. Within a telecommunications or equipment room, the service slack shall be long enough to reach the longest, opposite side of the room plus the distance from ceiling to floor, or whichever is longer a minimum of twenty-five feet for backbone cable.

1.4 SYSTEM DESCRIPTION

- A. Furnish, install, test and place into satisfactory and successful operation all equipment, materials, devices, and necessary appurtenances to provide a complete ANSI/TIA/EIA and ISO/IEC compliant communications Outside Plant Structured Cabling System (OSP-SCS) as hereinafter specified and/or shown on the Contract Documents. The system is intended to be capable of integrating voice, data, and video signals onto a common media.
- B. The work shall include all materials, equipment and apparatus not specifically mentioned herein or noted on the plans but which are necessary to make a complete working ANSI/TIA/EIA and ISO/IEC compliant OSP-SCS.

1.5 SUBMITTAL INFORMATION

- A. Product Data Submittals: Provide submittal information for review before materials are delivered to the job site. Provide product data submittals for all products at the same time.
 - 1. Submit a letter stating that the materials will be provided as specified, and specifically listing any items that will not be provided as specified. The letter

- shall also state that the Contractor has reviewed the specified items and agrees that they are applicable to this project in all respects.
- 2. For those items noted as allowing "or equal," and which are not being provided as specifically named, submit standard manufacturer's cut sheets or other descriptive information, along with a written description detailing the reason for the substitution.
- 3. Provide standard manufacturer's cut sheets and the operating and maintenance (O&M) instructions at the time of submittal review for each device in the system, regardless of whether it is submitted as specified or as an approved equal. These instructions shall detail how to install and service the equipment and shall include information necessary for rough-in and preparation of the building facilities to receive the materials.
- B. Quality Assurance/Control Submittals: Provide submittal information for review as follows:
 - 1. Submit a cable routing and grouping plan as follows:
 - a. Note installation methods and provide shop drawings for any and all cabling being installed on the customer's premise.
 - 2. Submit wall field termination block and wire management elevations as follows:
 - a. Where elevations have not been included on the Contract Documents, submit wall field termination block and wire management elevations along with written documentation detailing the scope of work and installation methodology for approval by owner prior to starting work.
 - 3. All test equipment shall meet the criteria as stated in PART 3 TESTING.
- C. Closeout Submittals: Provide submittal information for review as follows:
 - 1. O&M Manual for Communications At the completion of the project, submit O&M information from product data submittals (above), updated to reflect any changes during the course of construction, to the owner in O&M Manual for Communications binder labeled with the project name and description.
 - Records Maintain at the job site a minimum of one set of Record Drawings, Specification, and Addenda. Record Drawings shall consist of redline markups of drawings, specifications and spreadsheets, including maintenance hole/handhole butterfly drawings. Specific requirements apply only to the infrastructure physically located on or within University Place School District property.
 - Document changes to the system from that originally shown on the Contract Documents and clearly identify system component labels and identifiers on Record Drawings.

- b. Keep Record Drawings at the job site and make available to the Owner and Engineer/Designer at any time.
- Keep Record Drawings current throughout the course of construction.
 ("Current" is defined as not more than one week behind actual construction).
- d. Show identifiers for major infrastructure components on Record Drawings.
- e. Provide a table/schedule showing the following information for each cable link in the project on the Record Drawings. Include the following items in the table/schedule:
 - 1) End locations of cable (telecommunications room)
 - 2) Link Type (campus, riser, horizontal)
 - 3) Media type (fiber type, manufacturer and core size)
 - 4) Cable Identifier
 - 5) As-designed maximum link length
 - 6) Actual measured link length (from test results)
 - 7) For fiber optic cabling, as-designed maximum link attenuation at design frequency (indicating frequency used for design calculations) including as-designed maximum splice loss and as-designed maximum connector loss
 - 8) For fiber optic cabling, actual measured link attenuation as tested with test frequency (from test results)

PART 2 - PRODUCTS

2.1 GENERAL

- A. Physically verify existing site conditions prior to purchase and delivery of the materials, including but not limited to lengths and condition of conduit and/or pathway (including maintenance holes and handholes) to be used for routing backbone cabling.
- B. Provide all incidental and/or miscellaneous hardware not explicitly specified or shown on the Contract Documents that is required for a fully operational, tested, certified and warranted system.

2.2 CABLE

A. Outdoor Cable: Rated for outdoor use, duct installation, aerial, and/or direct burial installation as dictated by the application.

1. Fiber Optic Cable: Meeting or exceeding ANSI/TIA/EIA and industry standards including Bellcore GR-20-CORE specifications.

2. Singlemode:

- Shall be constructed with optical fibers that are compliant with the ITU-T G.652.D standard and shall be fully backward compatible with legacy single mode fibers.
- b. Shall be constructed with a protective covering (Cable Sheath) that is designed and rated for the locations where it is installed.
- c. Shall have a maximum attenuation of 0.5 dB/km at 1310 μ m and 0.4 dB/km at 1550 μ m
- d. Shall have a cladding diameter of $125\mu m + /- 3\mu m$

2.3 LABELING AND ADMINISTRATION

A. Labels

1. As recommended in ANSI/TIA/EIA 606-A. Permanent (i.e. not subject to fading or erasure), permanently affixed, typed, and created by a hand-carried label maker or an approved equivalent software-based label making system. Handwritten labels are not acceptable.

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor is solely responsible for the safety of the public and workers in accordance with all applicable rules, regulations, building codes and ordinances.
- B. All work shall comply with applicable safety rules and regulations including OSHA and WISHA. All work shall comply with the requirements of the National Electrical Safety Code (NESC) and the NEC except where local codes and/or regulations are more stringent, in which case the local codes and/or regulations shall govern.
- C. All work shall comply with the standards, references and codes listed in PART 1 -- REFERENCES above. Where questions arise regarding which standards, references, or codes apply, the more stringent shall prevail.
- D. All work shall comply with the requirements and recommendations of the product manufacturers. Where questions arise regarding which requirements and recommendations apply, the more stringent shall prevail.
- E. Replace and/or repair to original (or better) condition any existing structures, materials, equipment, etc. inadvertently demolished or damaged by the Contractor during the course of construction at no additional cost to the Owner.
- F. Remove surplus material and debris from the job site and dispose of legally.

3.2 DEMOLITION

A. Coordinate any required demolition with the Owner. Do not proceed with demolition prior to approval from the Owner.

3.3 FIRESTOPPING

- A. Only employees trained/certified by the firestopping manufacturer shall apply firestopping materials.
- B. Maintain fire rating of penetrated fire barriers. Fire stop and seal penetrations made during construction.
 - 1. Provide firestopping material for through and membrane penetrations of firerated barriers.
 - 2. Install firestops in strict accordance with manufacturer's detailed installation procedures.
 - 3. Install firestops in accordance with fire test reports, fire resistance requirements, acceptable sample installations, manufacturer's recommendations, local fire and building authorities, and applicable codes and standards referenced in PART 1 REFERENCES. Apply of sealing material in a manner acceptable to the local fire and building authorities.
 - 4. For demolition work, apply firestopping to open penetrations in fire rated barriers where cable is removed. Apply firestopping regardless of whether or not the penetrations are used for new cable or left empty after construction is complete.
 - 5. Firestopping material used to seal open penetrations through which cable passes shall be re-usable/re-enterable.
- C. Label each penetration upon Firestop installation completion using label compliant with the most-current ANSI/TIA/EIA-606-A format. After labeling, take digital photo of each penetration including label within photo and submit to both Owner and Engineer/Designer.

3.4 GROUNDING AND BONDING

A. All grounding and bonding work shall comply with the Uniform Building Code, Uniform Fire Code, WAC, National Electrical Code, and UL 467, ANSI/TIA/EIA standards and the references listed in PART 1 – REFERENCES above, as well as local codes which may specify additional grounding and/or bonding requirements.

3.5 CONNECTORS/SPLICES

A. Fiber Splices: Provide fusion-type fiber splices for any and all splicing required.
 Mechanical fiber splices are not permissible. Protect each fusion splice in a splice tray or splice enclosure protective device that is designed for use with optical fiber splices.

1. Fusion splice shall have an average bi-directional loss of 0.10dB or less each.

3.6 CABLE

- A. Contractor shall install cables in compliance with ANSI/TIA/EIA Standards, BICSI practices, and manufacturer's design and installation guidelines. Contractor shall adhere to the requirements detailed in the manufacturer's recommendations and ANSI/TIA/EIA Standards relating to bending radius, pulling tension, other mechanical stresses, and pulling speed.
- B. A new pull rope shall be installed in each pathway along with the cable. Leave a minimum of 10 feet looped and tied off at each end of the conduit.
- C. Where cables are pulled through maintenance holes or handholes, select the same duct at both sides of maintenance holes or handholes unless specifically noted on the Contract Documents. Avoid changes in duct selections, especially in elevations, to ensure that no damage occurs to the cable sheaths and that pulling tensions are kept as low as possible.
- D. Maintain a sufficient length of cable in each maintenance hole or handhole to properly rack the cable. Rack cables in maintenance holes and handholes as soon as practicable, but within one week after cable installation. Route cables in maintenance holes and handholes to avoid blocking duct access.
- E. When more than one cable is being installed in a conduit, pull all cables through the conduit simultaneously.
- F. Provide a service loop long enough in the ER/TR's to reach termination equipment if moved to the farthest side of the room away from the entrance point of the cable plus the height from ceiling to finished floor, but no less than a minimum of 25 feet at each end.
 - At the Hub Location/Demarcation Point, it is likely that the termination point will be relocated in the future. Provide a 100 foot service loop in anticipation of the move. Prior to rough-in, please coordinate with the District Network IT Manager for the anticipated area of the equipment relocation.
- G. Comply with the NEC 50-ft rule when installing outdoor-rated cable (i.e. do not exceed 50 feet of exposed outdoor-rated cable length within a building).
- H. Cable at the backboards:
 - Lay and dress cables to allow future cabling to enter raceway (conduit or otherwise) without obstruction by maintaining a working distance from these openings.
 - 2. Route cable as close as possible to the ceiling, floor or other corners to insure that adequate wall or backboard space is available for current and future equipment and for cable terminations.

- 3. Lay cables via the shortest route directly to the nearest edge of the backboard from mounted equipment or blocks. Support cables so as not to create a load on the equipment upon which the cables are terminated. Tie-wrap together similarly routed and similar cables and attach to D-rings vertically and/or horizontally, then route over a path that will offer minimum obstruction to future installations of equipment, backboards or other cables.
- I. Cable in the Telecommunications Rooms and Equipment Rooms:
 - 1. For rooms with ladder rack, lay cable neatly in ladder rack in even bundles and loosely secure cabling to the ladder rack at regular intervals.
 - 2. Building Entrances: Seal conduits (both in-use and spare) that enter the building from the outside plant to prevent intrusion of water, gases, and rodents.
 - 3. Maintenance Hole/Handhole: Seal conduits and innerduct (both in-use and spare) that attach to the MH/HH to prevent water, gases, and rodents from entering the conduit.

3.7 LABELING AND ADMINISTRATION

- A. General: Labeling and administration shall comply with ANSI/TIA/EIA-606-A and standard industry practices.
- B. Termination Equipment:
 - 1. Fiber Patch Panels:
 - a. Outside the panel: Label fiber patch panels on the outside with a minimum of ½ inch high lettering that clearly indicates the building at the opposite end of each cable. In addition, label patch panels with a patch panel designation label as follows:
 - b. Inside the Panel:
 - 1) General: Label patch panels with a single label which details the following information for cables terminating in the panel: The cable identifier, the building at the opposite end of the cable, the telecommunications room at the opposite end of the cable, the fiber type and the strand counts.
- C. Grounding/Bonding Conductors if required shall be labeled as follows:
 - 1. "WARNING! TELECOMMUNICATIONS BONDING CONDUCTOR.-- DO NOT REMOVE OR DISCONNECT!"
- D. Cable:

1. Provide labels at each end of each cable within 24" of building entrance and again within 24" of termination point. Provide labels in each maintenance hole and handhole through which a cable passes. Label each cable immediately as it enters a maintenance hole or handhole and again just prior to exiting the maintenance hole or handhole. Where cabling is routed unexposed via innerduct through maintenance holes or handholes, provide labels on exterior of innerduct indicating contents of innerduct.

E. Firestop Labels:

- 1. Refer to labeling requirement under the Firestopping section.
- 2. Labels shall be compliant with the most-current ANSI/TIA/EIA-606-A format.

3.8 TESTING

- A. All cable provided to the Owner shall be tested prior to acceptance.
- B. Test the SCS after installation for compliance to all applicable standards as follows:
 - 1. Prior to testing, calculate the cable loss budget for each fiber optic cable and clearly show the result on the test documentation.
 - 2. Test all strands using a power meter test performed per ANSI/TIA/EIA-455-53A, and ANSI/TIA/EIA-568-B, or latest ANSI/TIA/EIA Standards.
 - a. Test all strands bi-directional end-to-end.
 - b. Provide test measurements as follows:
 - 1) For Singlemode Cable: Test at both 1310 nm and 1550 nm.
- C. Identify cables and equipment that do not pass to the Owner and Engineer/Designer. Determine the source of the non-compliance and replace or correct the cable or the connection materials, and retest the cable or connection materials at no additional expense to the Owner. Provide new test results to the Owner and Engineer/Designer in the same manner as above.

End of Section

UNIVERSITY PLACE SCHOOL DISTRICT E-Rate Priority 1 - Fiber Optic WAN

NIVERS TY School District

University Place School District

E-Rate Priority 1 - Fiber Optic Wide Area Network

Request for Proposal

Construction Drawings

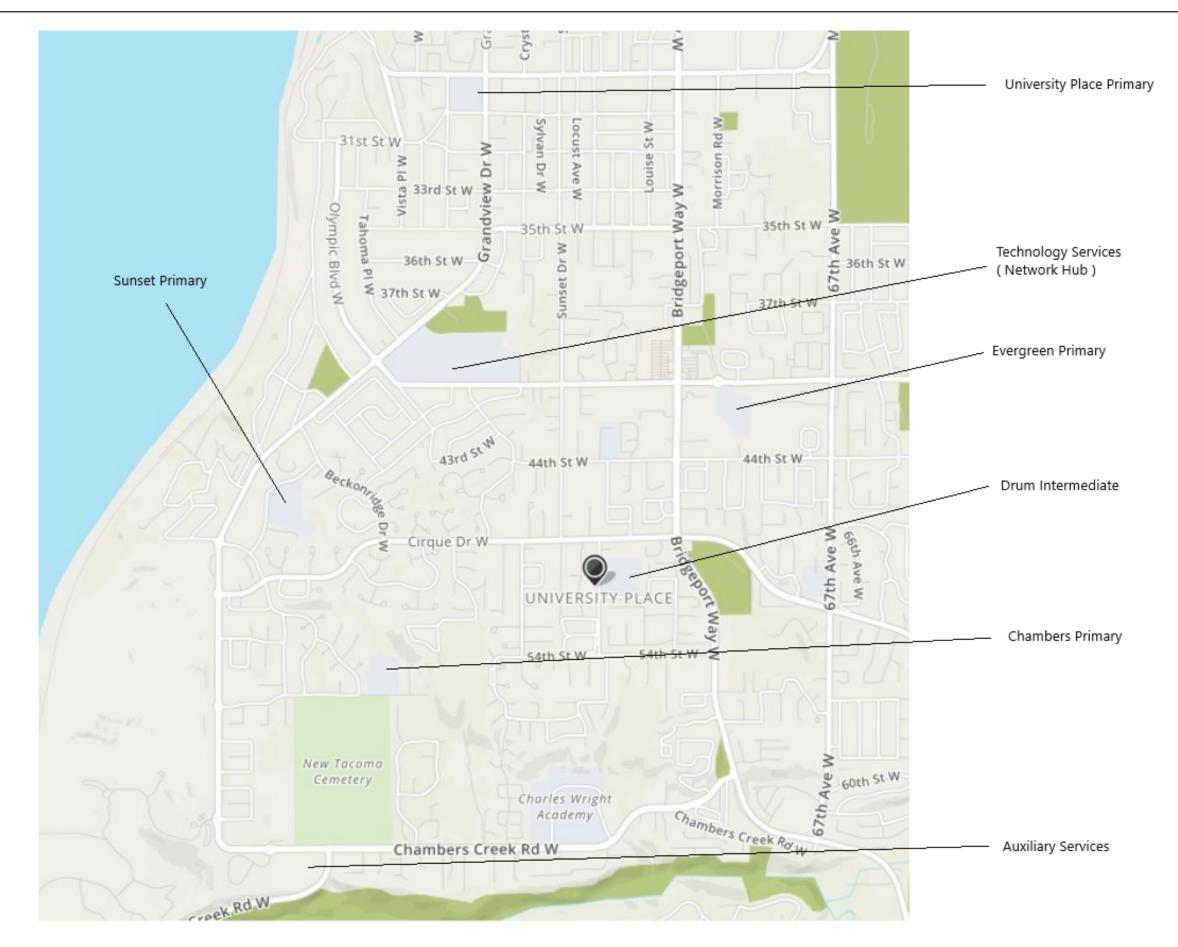
Note: In 2014-2015 ComCast installed a Fiber Optic WAN for UPSD. The conduit and cabling for that project is not represented on the following drawings.

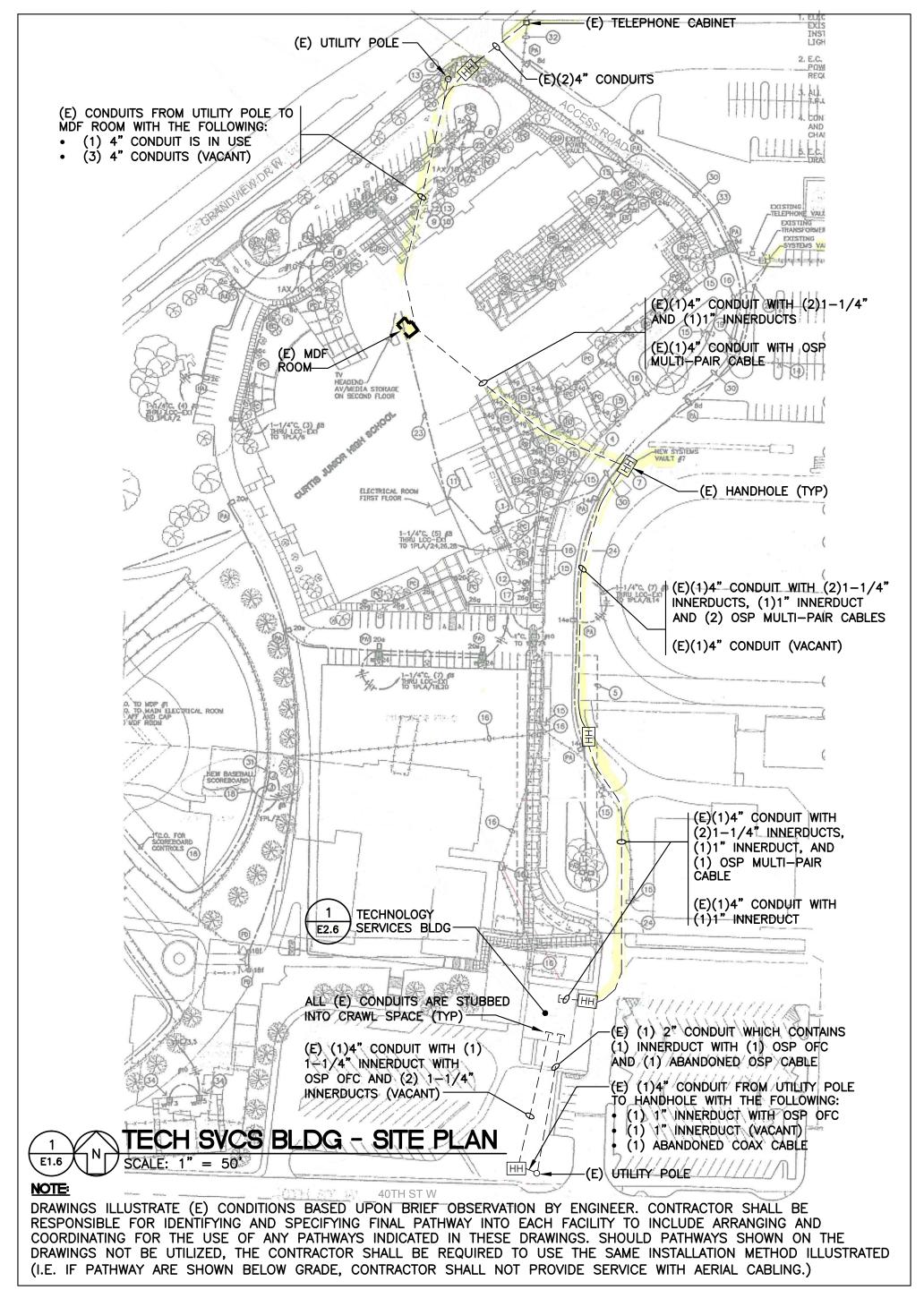
DRAWINGS ILLUSTRATE (E) CONDITIONS BASED UPON BRIEF OBSERVATION

. CONTRACTOR SHALL BE
RESPONSIBLE FOR IDENTIFYING AND SPECIFYING FINAL PATHWAY INTO EACH FACILITY TO INCLUDE ARRANGING AND
COORDINATING FOR THE USE OF ANY PATHWAYS INDICATED IN THESE DRAWINGS. SHOULD PATHWAYS SHOWN ON THE
DRAWINGS NOT BE UTILIZED, THE CONTRACTOR SHALL BE REQUIRED TO USE THE SAME INSTALLATION METHOD ILLUSTRATED
(I.E. IF PATHWAY ARE SHOWN BELOW GRADE, CONTRACTOR SHALL NOT PROVIDE SERVICE WITH AERIAL CABLING.)

UNIVERSITY PLACE SCHOOL DISTRICT

VICINITY MAP





HARGIS

Hargis Engineers, Inc. 600 Stewart Street, Suite 1000 Seattle, WA 98101

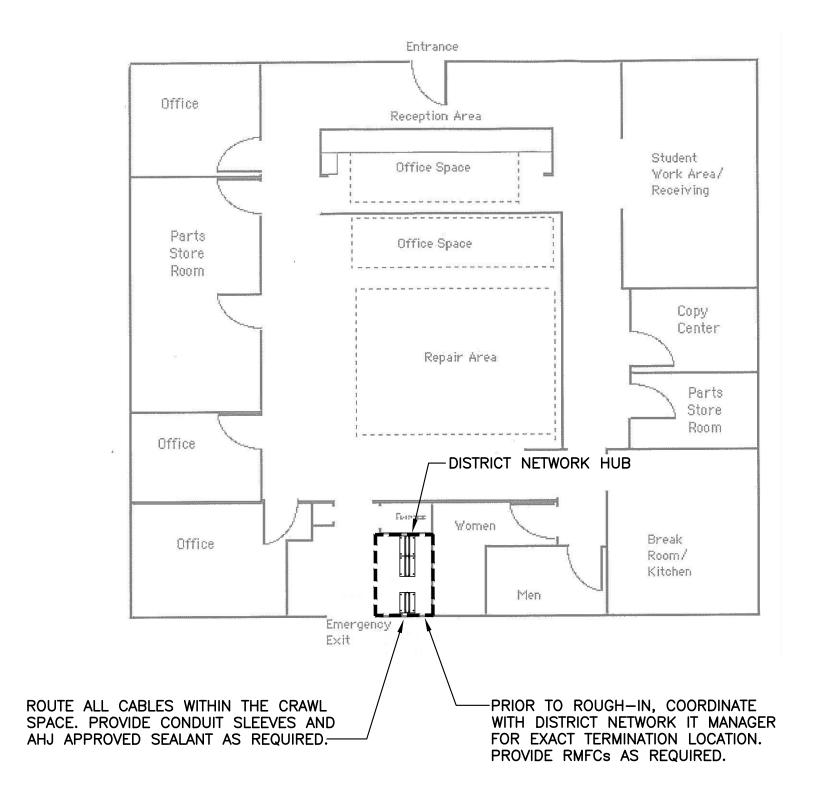
> t | 206.448.3376 f | 206.448.4450 w | hargis.biz

UNIVERSITY PLACE SCHOOL DISTRICT

TECHNOLOGY SERVICES BLDG

8805 40th Street West, Suite A University Place, WA 98466

HARGIS PROJECT NO.	13-216
DRAWN BY	AC
CHECKED BY	RS
ISSUE	BID SET
RELEASE DATE	1/17/2014
CKETCH TITLE	



TECHNOLOGY SERVICES BLDG - FLOOR PLAN

UPON BRIEF OBSERVATION BY ENGINEER. CONTRACTOR SHALL BE

JG FINAL PATHWAY INTO EACH FACILITY TO INCLUDE ARRANGING AND

LYS INDICATED IN THESE DRAWINGS. SHOULD PATHWAYS SHOWN ON THE

R SHALL BE REQUIRED TO USE THE SAME INSTALLATION METHOD ILLUSTRATED

CONTRACTOR SHALL NOT PROVIDE SERVICE WITH AERIAL CABLING.) DRAWINGS ILLUSTRATE (E) CONDITIONS BASED UPON BRIEF RESPONSIBLE FOR IDENTIFYING AND SPECIFYING FINAL PATH COORDINATING FOR THE USE OF ANY PATHWAYS INDICATED DRAWINGS NOT BE UTILIZED, THE CONTRACTOR SHALL BE F (I.E. IF PATHWAY ARE SHOWN BELOW GRADE, CONTRACTOR

O 4 < I 600 Ste

UNIVERSITY PLACE SCHOOL DISTRICT

TECHNOLOGY SERVICES BLDG

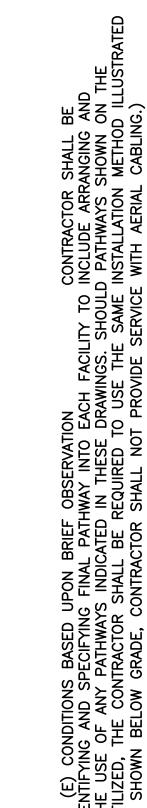
8805 40th Street West, Suite A University Place, WA 98466

E2.6

FLOOR PLAN

Auxiliary Services Building

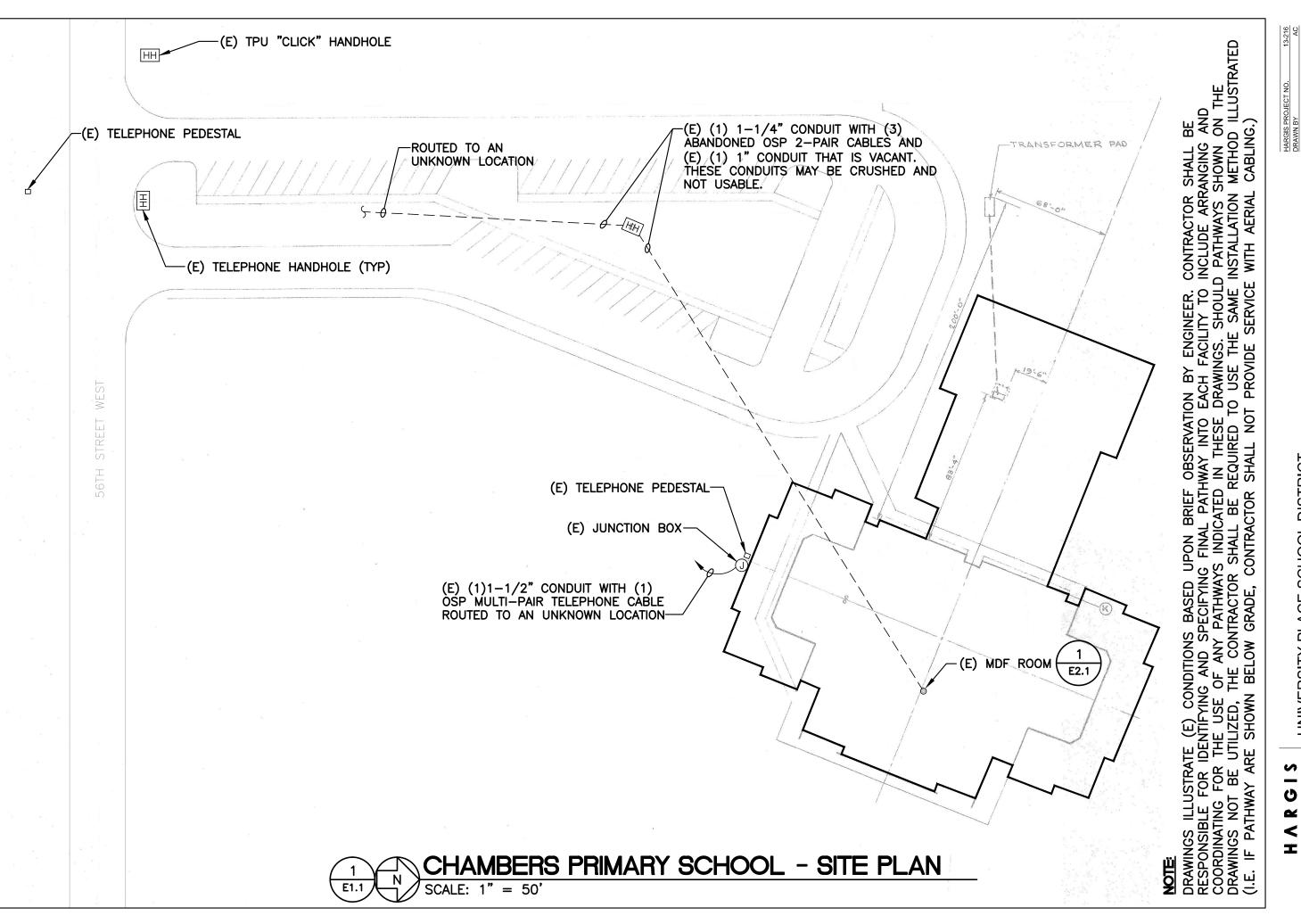
9311 Chambers Creek Rd. University Place, WA 98467





Utilities are provided via aerial connection. There is no visible open conduit from Utility Pole into MDF. Fiber should be terminated in wall mounted cabinet in MDF.

Auxilary Services - Site Plan



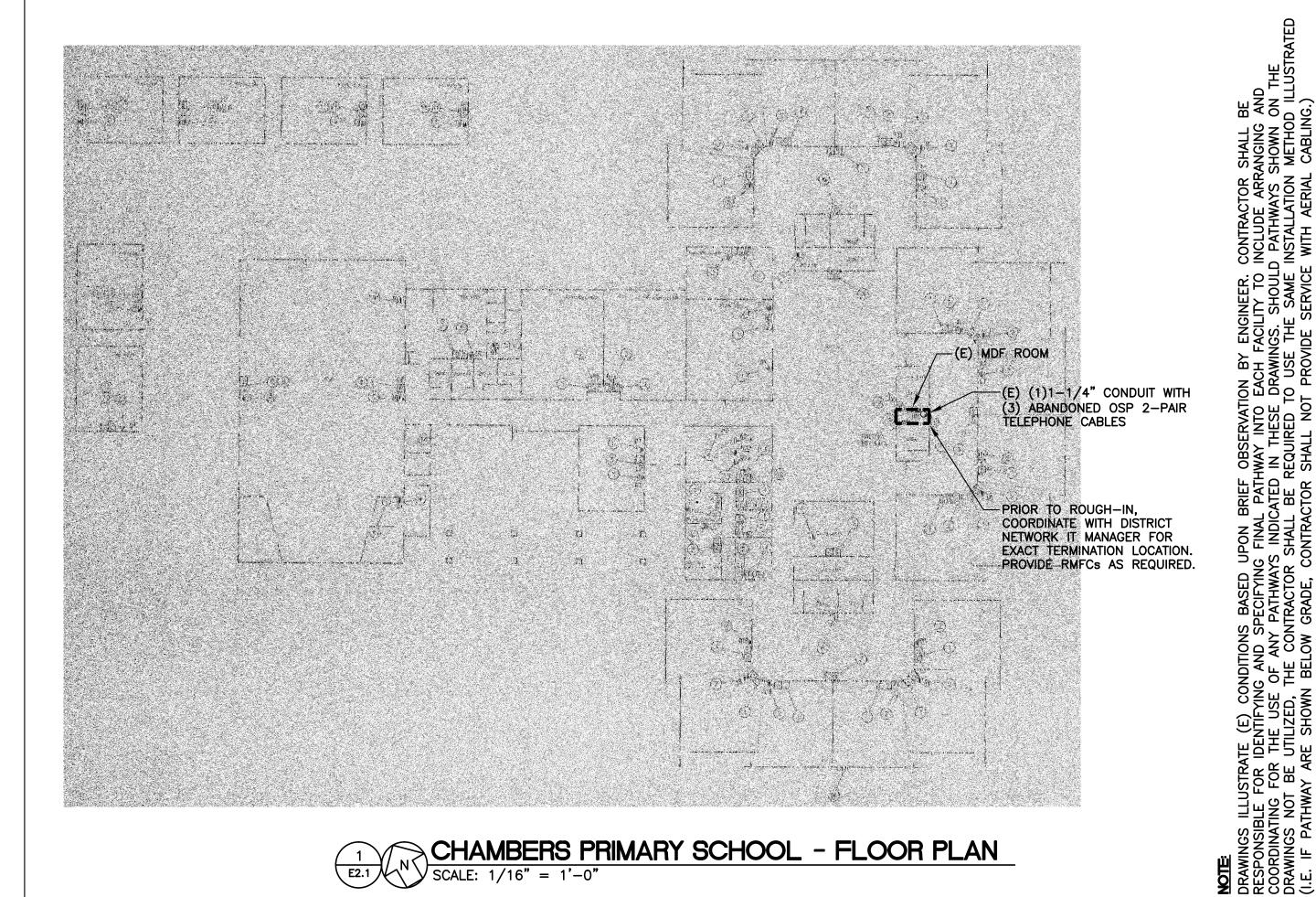
CHAMBERS PRIMARY SCHOOL

9101 56th Street West University Place, WA 98467

SITE PLAN

<u>E</u>1.

600 Ste



CHAMBERS PRIMARY SCHOOL - FLOOR PLAN

SCALE: 1/16"

G S 4 **+ +** 600 Ste

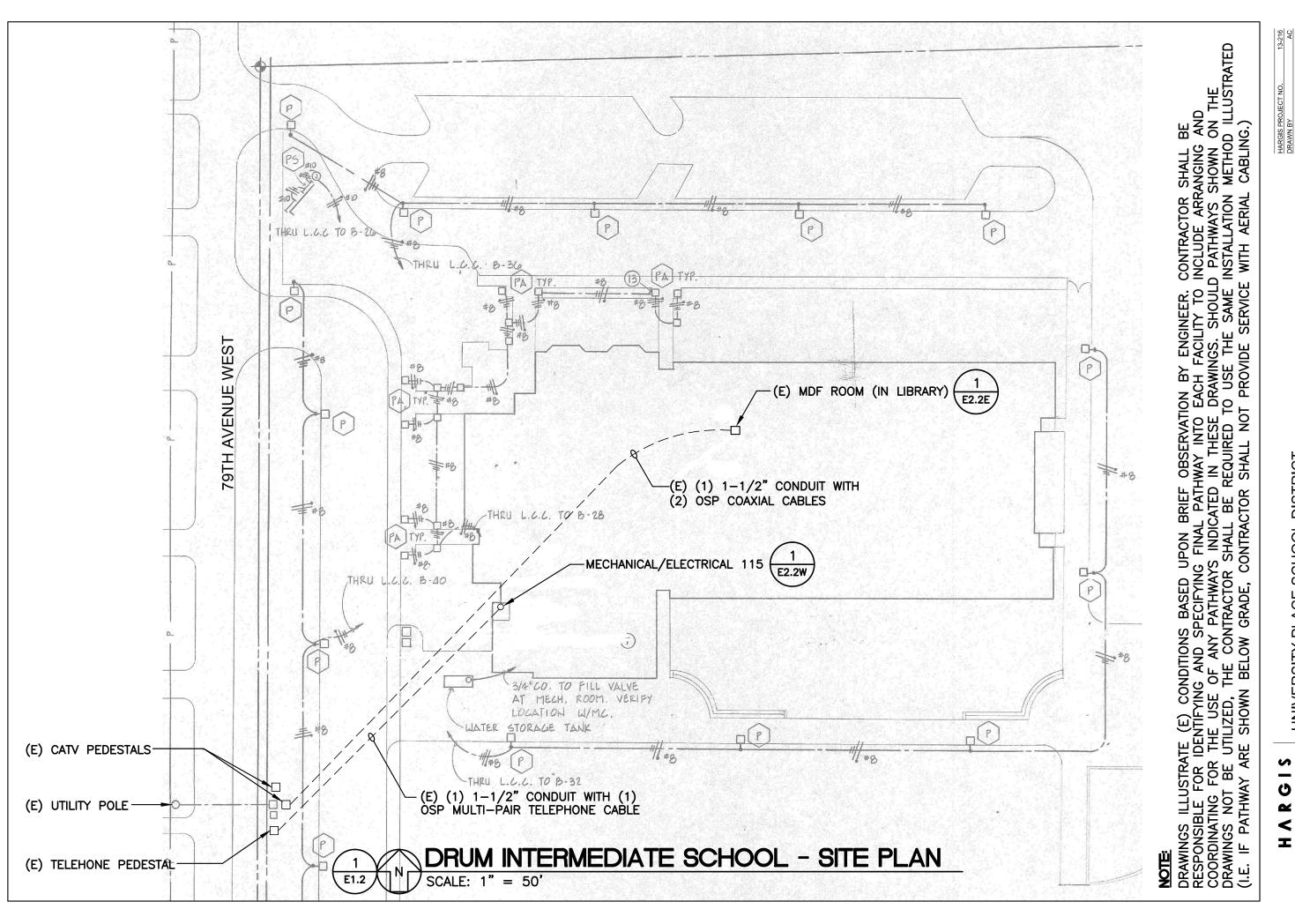
UNIVERSITY PLACE SCHOOL DISTRICT

CHAMBERS PRIMARY SCHOOL

9101 56th Street West University Place, WA 98467

E2.1

FLOOR PLAN



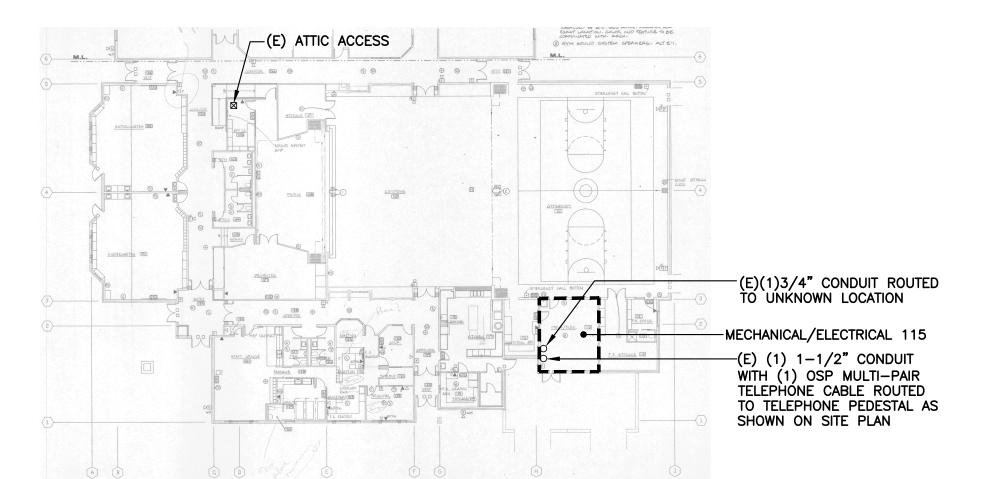
UNIVERSITY PLACE SCHOOL DISTRICT DRUM INTERMEDIATE SCHOOL

4909 79th Avenue West University Place, WA 98467

600 Stev

SITE PLAN

E1.2



DRUM INTERMEDIATE SCHOOL - FLOOR PLAN - WEST

SCALE: 1/32" = 1'-0"

G S 4 **+ +**

600 Ste

Hargis Engineers, Inc. itewart Street, Suite 1000 Seattle, WA 98101

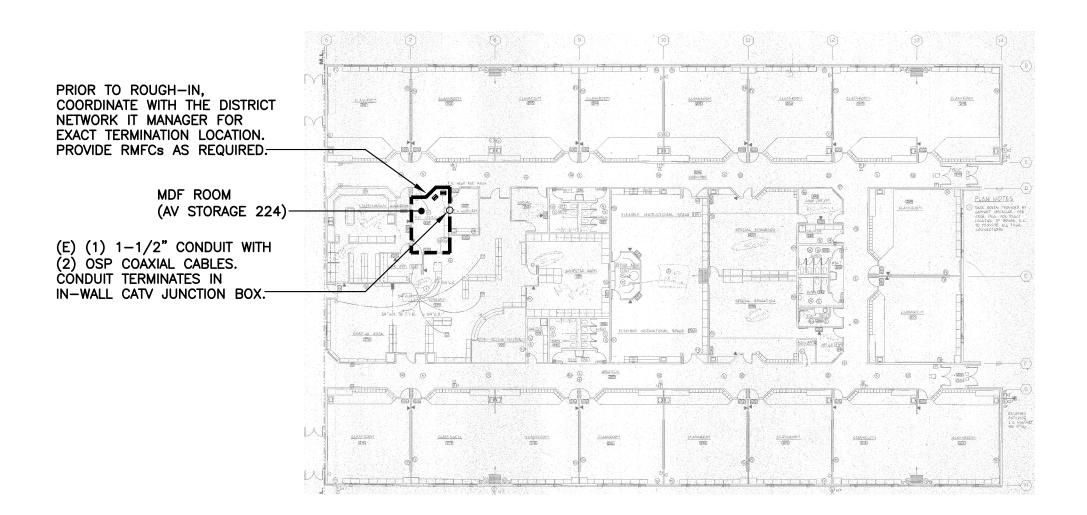
UNIVERSITY PLACE SCHOOL DISTRICT

DRAWINGS ILLUSTRATE (E) CONDITIONS BASED UPON BRIEF OBSERVATION BY ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND SPECIFYING FINAL PATHWAY INTO EACH FACILITY TO INCLUDE ARRANGING AND COORDINATING FOR THE USE OF ANY PATHWAYS INDICATED IN THESE DRAWINGS. SHOULD PATHWAYS SHOWN ON THE DRAWINGS NOT BE UTILIZED, THE CONTRACTOR SHALL BE REQUIRED TO USE THE SAME INSTALLATION METHOD ILLUSTRATED (I.E. IF PATHWAY ARE SHOWN BELOW GRADE, CONTRACTOR SHALL NOT PROVIDE SERVICE WITH AERIAL CABLING.)

DRUM INTERMEDIATE SCHOOL

4909 79th Avenue West University Place, WA 98467

E2.2W FLOOR PLAN - WEST



G S 4 **Y H**

Hargis Engineers, Inc. itewart Street, Suite 1000 Seattle, WA 98101 600 Ste

DRUM INTERMEDIATE SCHOOL - FLOOR PLAN - EAST SCALE: 1/32" = 1'-0"

UNIVERSITY PLACE SCHOOL DISTRICT

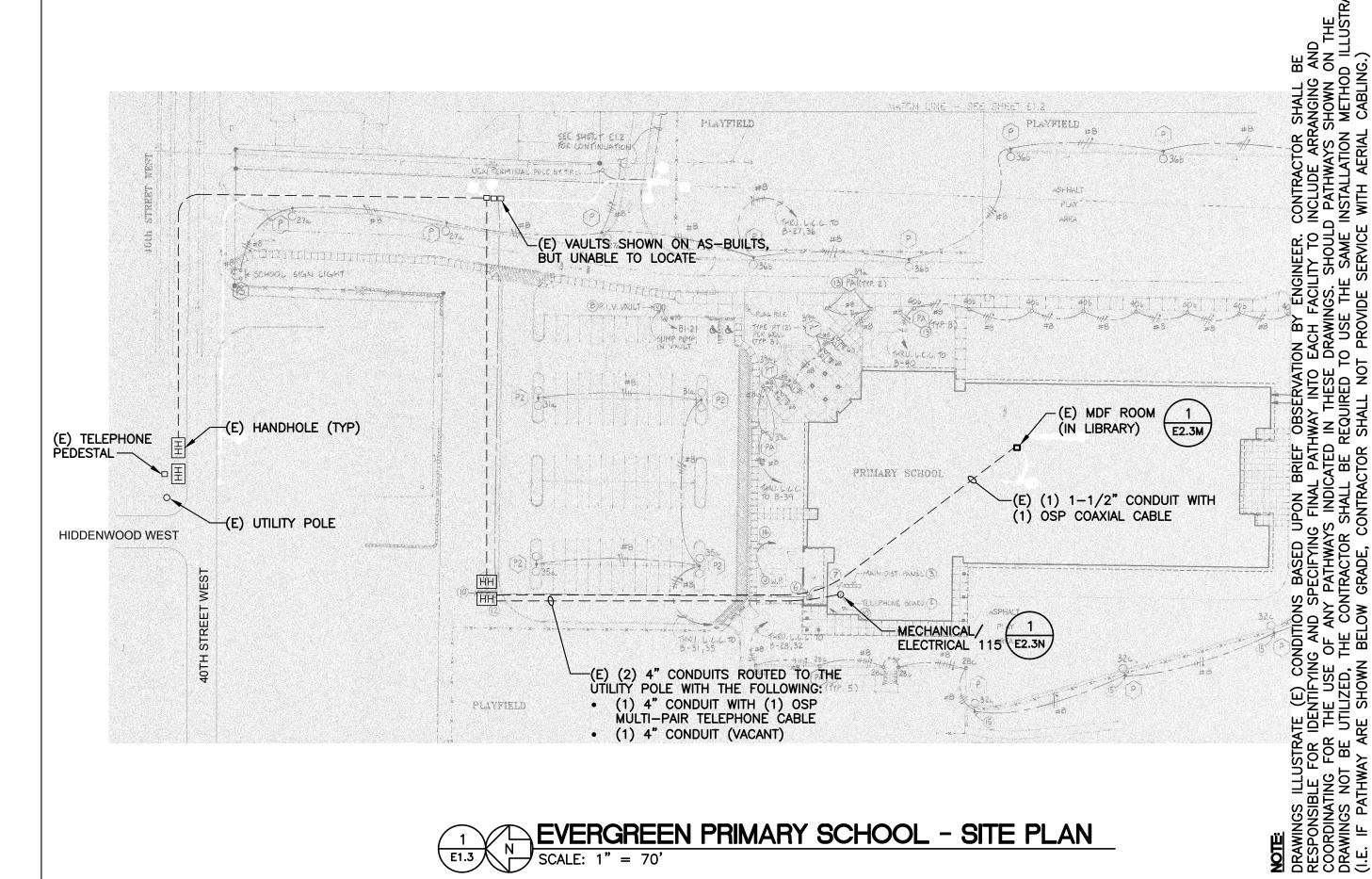
DRAWINGS ILLUSTRATE (E) CONDITIONS BASED UPON BRIEF OBSERVATION BY ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND SPECIFYING FINAL PATHWAY INTO EACH FACILITY TO INCLUDE ARRANGING AND COORDINATING FOR THE USE OF ANY PATHWAYS INDICATED IN THESE DRAWINGS. SHOULD PATHWAYS SHOWN ON THE DRAWINGS NOT BE UTILIZED, THE CONTRACTOR SHALL BE REQUIRED TO USE THE SAME INSTALLATION METHOD ILLUSTRATED (I.E. IF PATHWAY ARE SHOWN BELOW GRADE, CONTRACTOR SHALL NOT PROVIDE SERVICE WITH AERIAL CABLING.)

DRUM INTERMEDIATE SCHOOL

4909 79th Avenue West University Place, WA 98467

FLOOR PLAN - EAST **E**2.

2E



EVERGREEN PRIMARY SCHOOL

7102 40th Street West University Place, WA 98466

SITE PLAN

E1.3

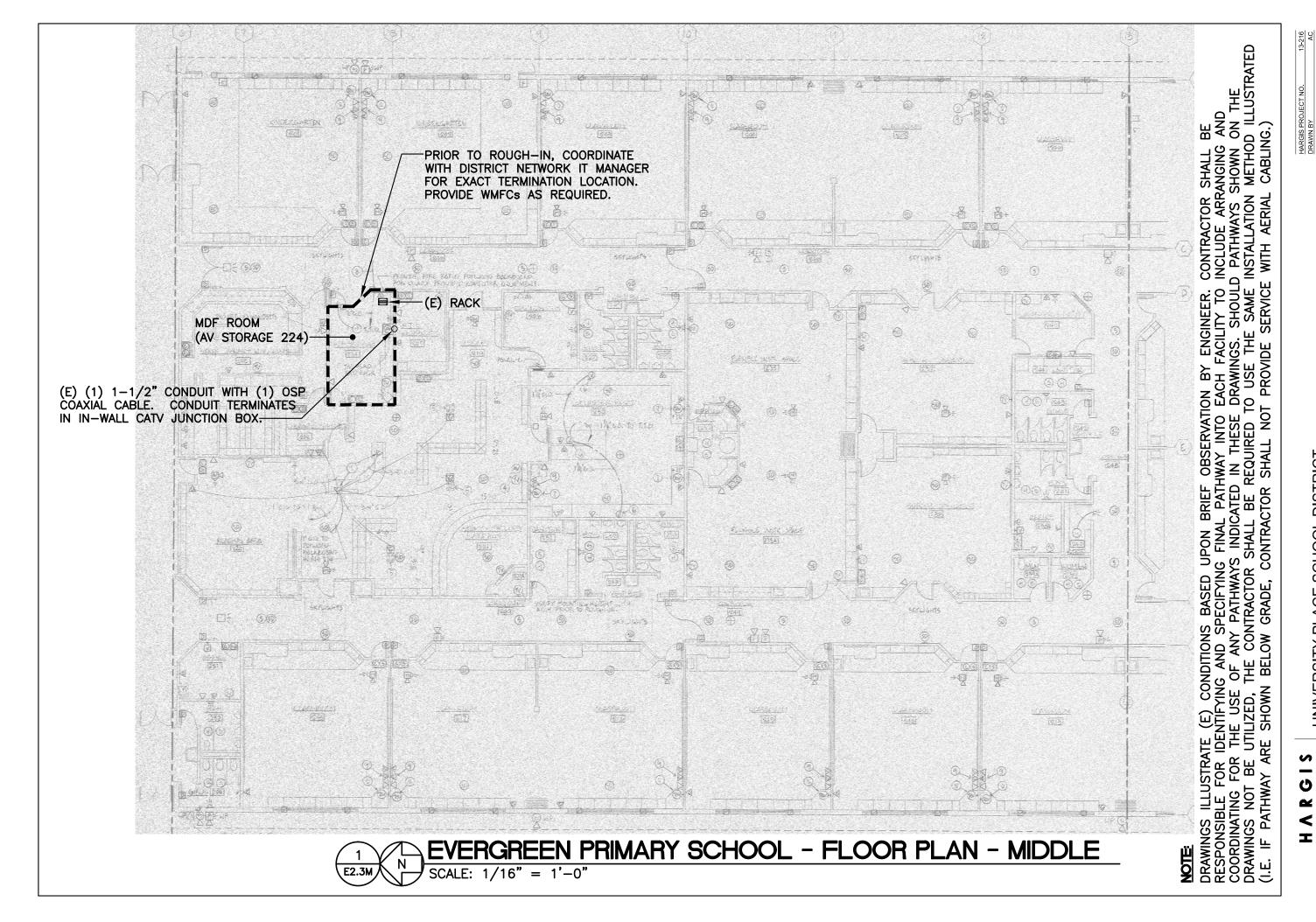
Q S

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EVERGREEN PRIMARY SCHOOL - SITE PLAN

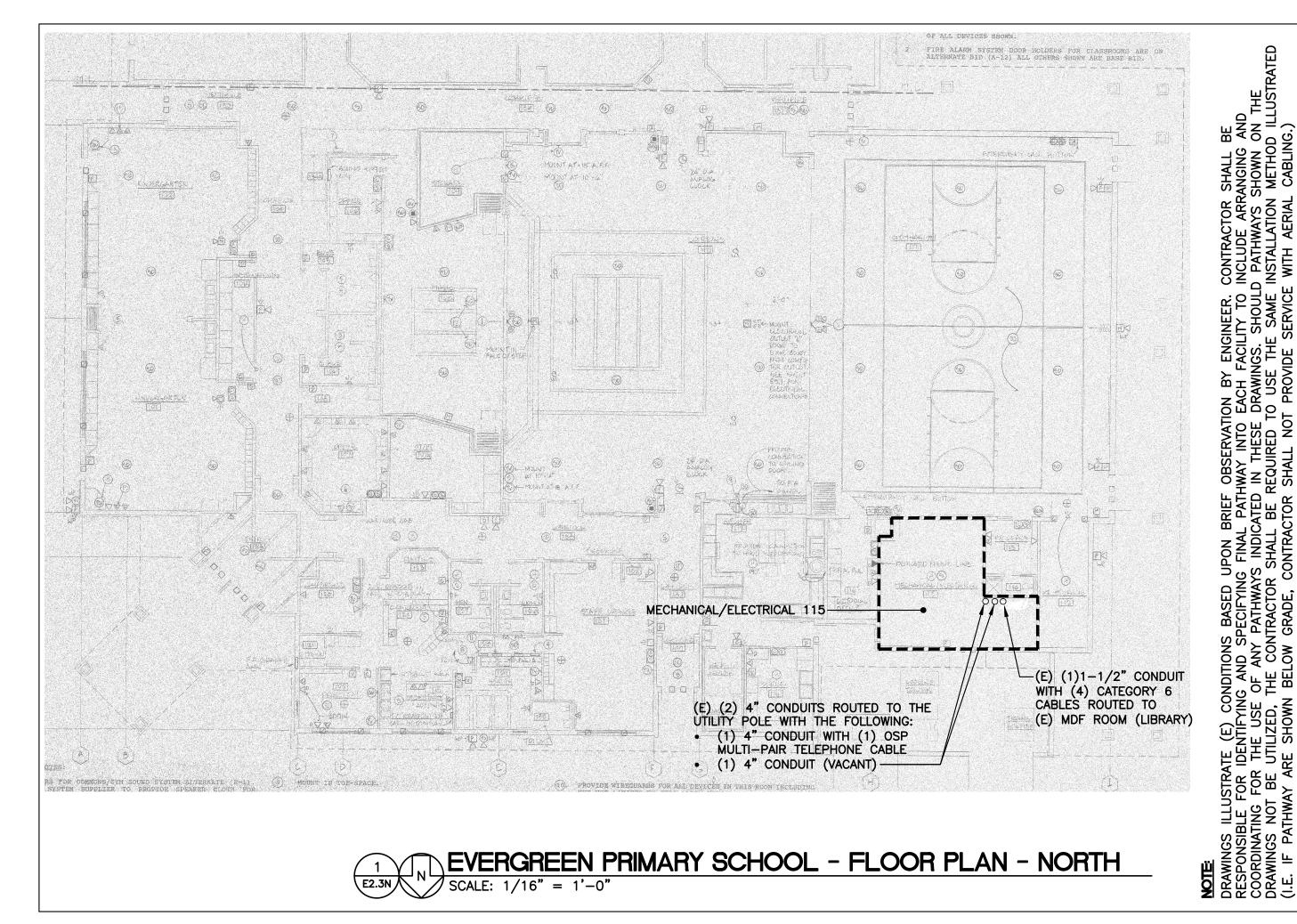
SCALE: 1" = 70'



EVER_REE PRIMOR SCHOOL

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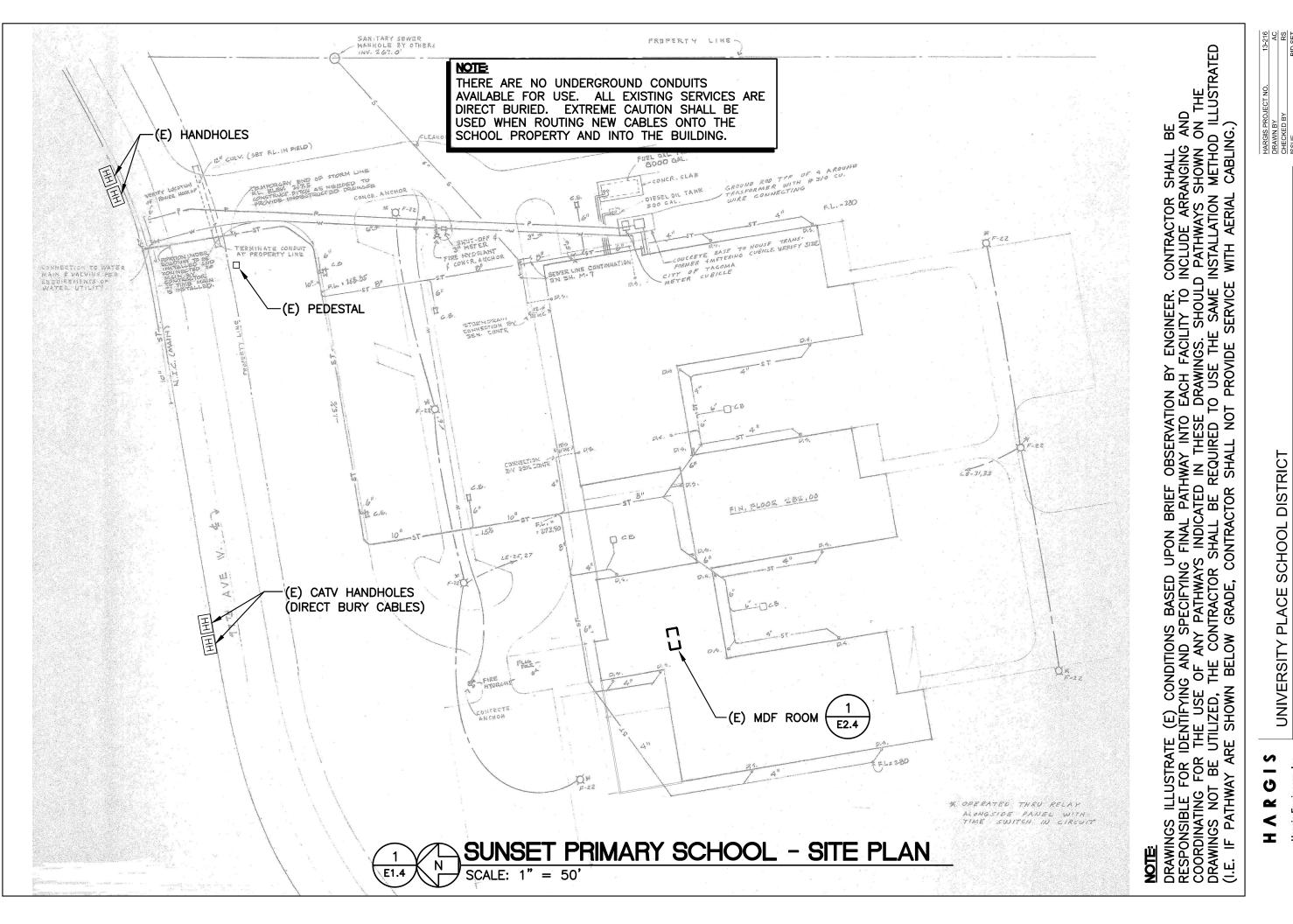
I

600 Ste

EVERGREEN PRIMARY SCHOOL

7102 40th Street West University Place, WA 98466

E2.3N

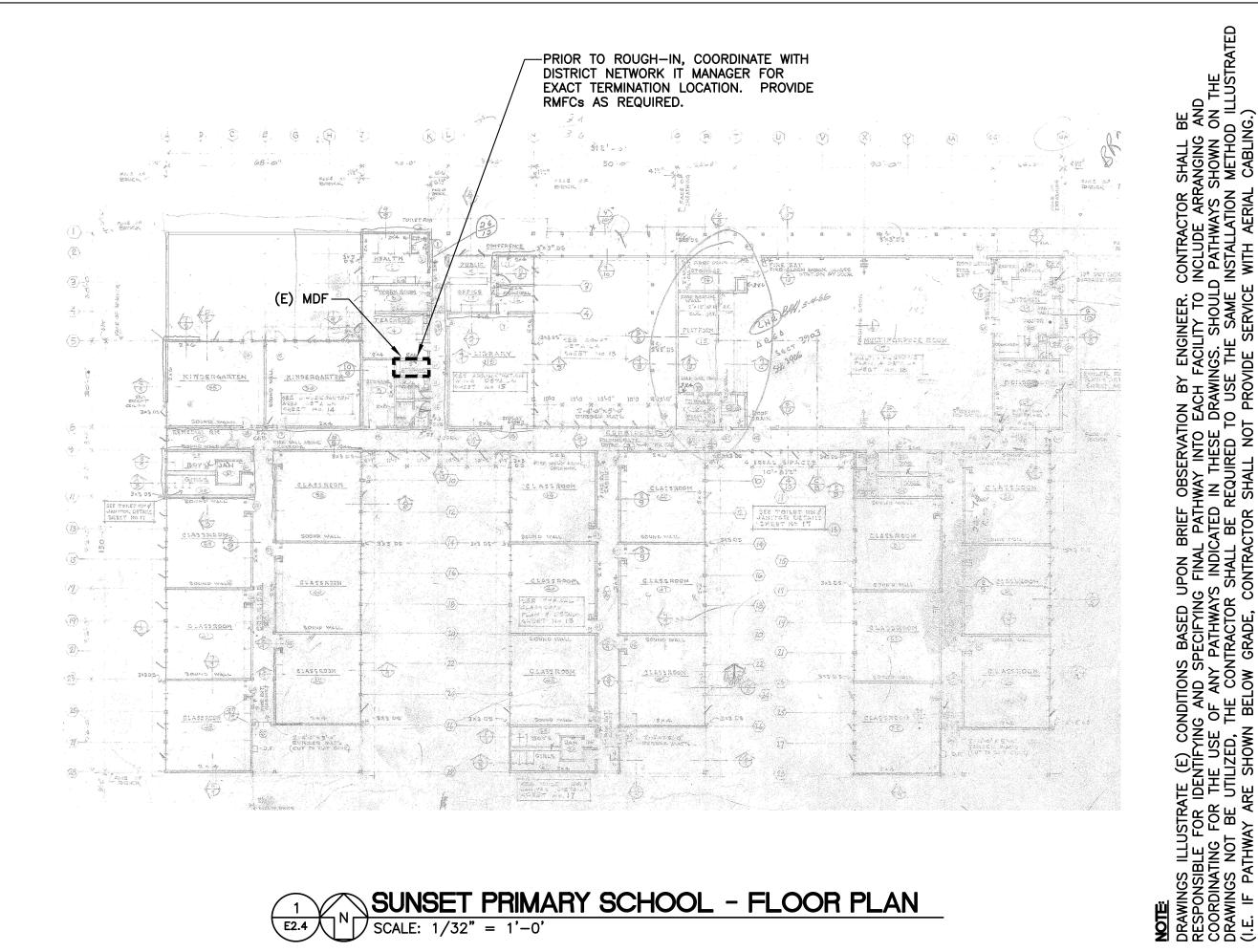


SUNSET PRIMARY SCHOOL

600 Ste

4523 97th Avenue West University Place, WA 98466

SITE PLAN E1.4



Ø 4 < I

Hargis Engineers, Inc. itewart Street, Suite 1000 Seattle, WA 98101 600 Ste

SCALE: 1/32" = 1'-0'

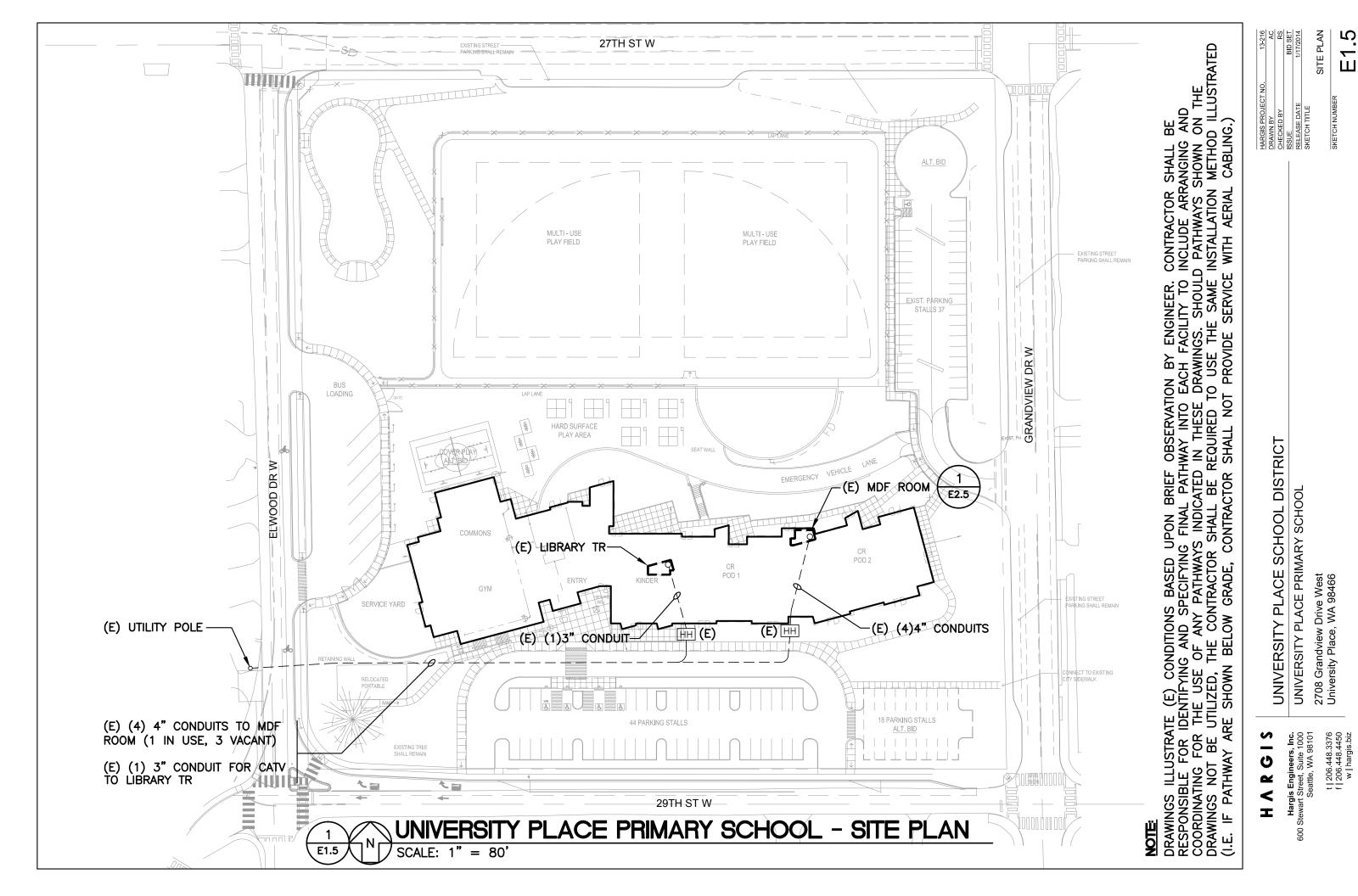
UNIVERSITY PLACE SCHOOL DISTRICT

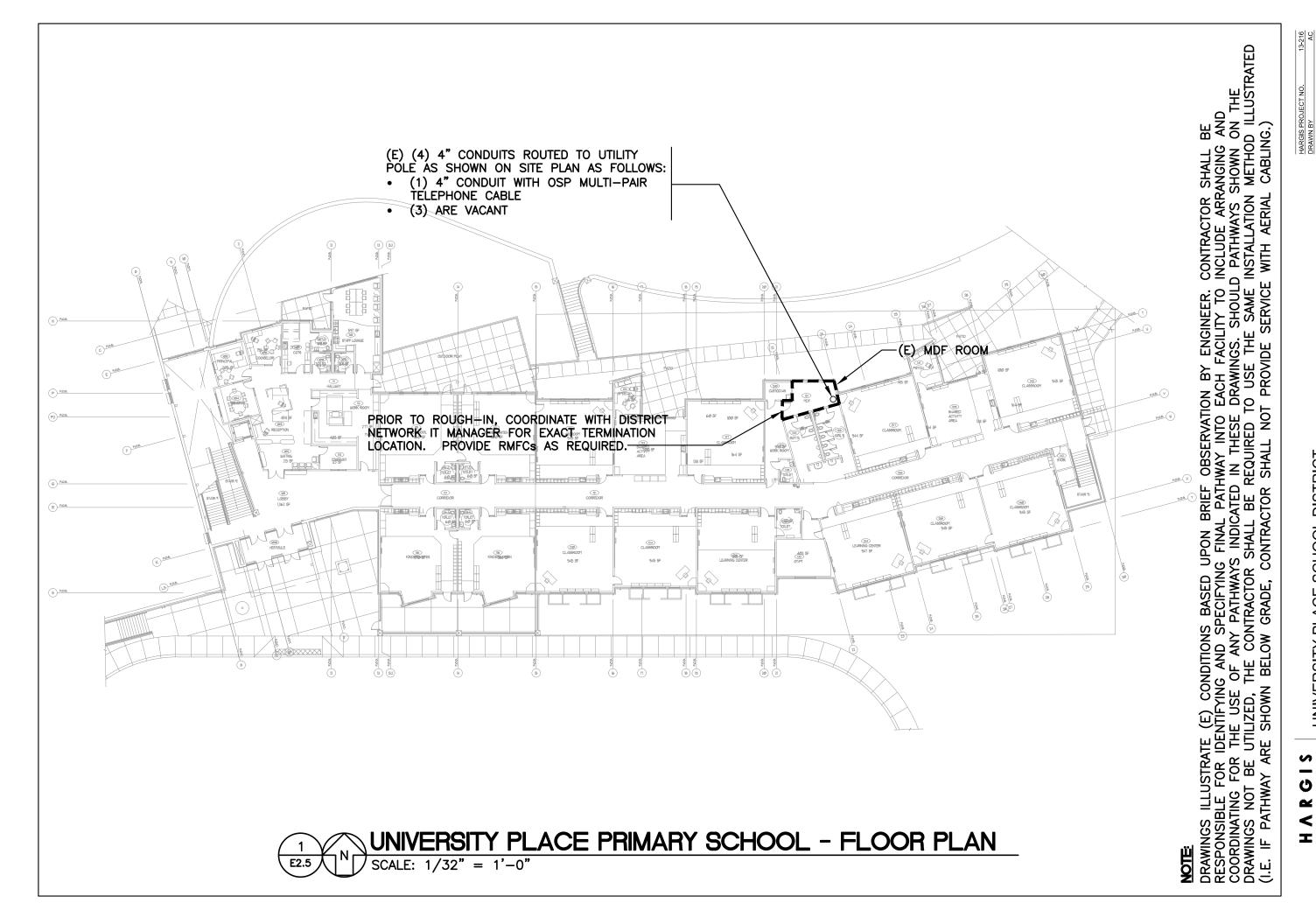
SUNSET PRIMARY SCHOOL

4523 97th Avenue West University Place, WA 98466

E2.

FLOOR PLAN





UNIVERSITY PLACE PRIMARY SCHOOL

600 Ste

2708 Grandview Drive West University Place, WA 98466

E2.5

FLOOR PLAN