



**BID #20F-113**  
**CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES**

**FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**  
**FACILITIES AND CONSTRUCTION DEPARTMENT**

**BIDS DUE NO LATER THAN 2:00 PM**  
**ON OCTOBER 16, 2019**

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<b>Section</b>	<b>Title</b>
26 00 00	Electrical
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**BID/PROJECT TIMELINE**  
**BID #20F-113**  
**CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES**

NOTICE POSTED TO WEBSITE/INVITES/AD .....SEPTEMBER 30, 2019

SECOND ADVERTISEMENT .....OCTOBER 7, 2019

NON-MANDATORY PRE-BID .....OCTOBER 8, 2019  
*Fairfield-Suisun Unified School District, 2490 Hilborn Rd, Fairfield @ 9:00 am*

LAST DAY FOR QUESTIONS/RFI.....OCTOBER 10, 2019  
*RECEIVED NO LATER THAN 4:00 PM*

LAST DAY FOR ADDENDA .....OCTOBER 11, 2019  
*BY 4:00 PM*

BID OPENING (Public) .....OCTOBER 16, 2019  
CONFERENCE ROOM .....102  
TIME.....2:00 P.M.

GOVERNING BOARD RECOMMENDATION .....OCTOBER 24, 2019

NOTICE TO PROCEED .....Within 7 Days of Award

CONSTRUCTION START DATE ..... DECEMBER 13, 2019

PROJECT COMPLETION DATE..... JANUARY 8, 2020

END OF DOCUMENT

## NOTICE TO BIDDERS / INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the Fairfield-Suisun Unified School District ("District") will receive sealed bids for the following project:

### **BID #20F-113 Central Office Board Room A/V Equipment Upgrades**

2. Sealed Bids will be received until 2:00 p.m., October 16, 2019 at the office of the Facilities & Construction Department, located at 2490 Hilborn Road, Fairfield, California, after which time the bids will be opened and publicly read aloud, in conference room #102 at 2490 Hilborn Road, Fairfield, CA 94533. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.
3. The Project consists of:

Audio/Visual improvements to the existing District Boardroom including, but not necessarily limited to, equipment and power/data infrastructure for wall and ceiling hung displays, board member displays at the dais, wireless connectivity to the dais and lectern, microphones, speakers, cameras, assistive listening system, controllers and all necessary wiring, cabling, mounts and hardware. Final project to include system programming for fully functional audio/visual system and training of District staff.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

### **A (General Engineering) or B (General Building)**

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

6. As security for its Bid, each bidder shall provide with its Bid form
  - a bid bond issued by an admitted surety insurer on the form provided by the District,
  - cash, or
  - a cashier's check or a certified check, drawn to the order of the Fairfield-Suisun Unified School District,in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
7. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.
8. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
9. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

10. A non-mandatory pre-bid conference and site visit will be held on **October 8, 2019 at 9:00 a.m.** at the Central Office Board Room, 2490 Hilborn Road, Fairfield, California, for the purpose of acquainting bidders with the bid documents and the work site.
11. Bid packets can be downloaded from the Fairfield-Suisun Unified School District Website at <https://www.fsusd.org/Page/16402>
12. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
13. The District shall determine the low bid based upon the base bid plus alternate. The District reserves the right to award at its discretion the base bid, with or without any alternate, or to not award at all.

END OF DOCUMENT

**BID FORM**

To: Governing Board of Fairfield-Suisun Unified School District ("District")

From: \_\_\_\_\_  
(Proper Name of Bidder)

**PROJECT: BID #20F-113 Central Office Board Room A/V Equipment Upgrades ("Project" or "Contract")**

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum amount, per school site, all taxes included:

<hr/>	Dollars	\$	<hr/>
<b>Total Base Bid</b>			

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.
2. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
3. **Subcontractors.** Contractor shall identify the **name, location** of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement. Use extra sheets/extra space as needed.

[Name]: \_\_\_\_\_ [Location]: \_\_\_\_\_ [CSLB Lic. #] and [DIR Reg. #]: \_\_\_\_\_ [Kind of Work]: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.
5. **Noncollusion Declaration.** Contractor shall provide with its bid the Noncollusion Declaration in the form attached hereto.

6. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
  
7. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>). In addition, if awarded a contract, Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.
  
8. **Contractor Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.
  
9. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District to Michelle Henson, Assistant Superintendent, Business Services, at 2490 Hilborn Road, Fairfield, California 94534 before 5:00 p.m. of the **THIRD (3<sup>rd</sup>)** business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  
10. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

No.: _____	Date: _____
No.: _____	Date: _____

11. **CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT A TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Signed by \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of Contractor \_\_\_\_\_

Contractor's Taxpayer's Identification No. \_\_\_\_\_

Department of Industrial Relations (DIR) Registration No. of Contractor \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s):      No.: \_\_\_\_\_ Class: \_\_ Expiration Date: \_\_\_\_\_

   No.: \_\_\_\_\_ Class: \_\_ Expiration Date: \_\_\_\_\_



**BID BOND (SECURITY)**

**(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as \_\_\_\_\_ as Principal ("Principal"),

and \_\_\_\_\_ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Fairfield-Suisun Unified School District ("District"), State of California as Obligee, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**NONCOLLUSION DECLARATION**  
**Public Contract Code § 7106**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

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

Proper Name of Bidder: \_\_\_\_\_

City, State: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**NOTICE OF AWARD**

Dated: \_\_\_\_\_, 2019

To: \_\_\_\_\_  
("Contractor")  
\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of Fairfield-Suisun Unified School District ("District")

Re: **BID #20F-113 CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES** ("Project" or "Contract")

Contractor was awarded the Contract on \_\_\_\_\_, 2019, by action of the District's Board.

The Contract Price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

Contractor must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible bidder.

- a. Agreement: Submit two (2) copies, each bearing an original signature. **If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.**
- b. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- c. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- d. Insurance Certificates and Endorsements as required.
- e. Certifications to be Completed by Contractor
- f. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

District will return to Contractor one fully signed counterpart of the Agreement.

FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**AGREEMENT**

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 (“Contract”), by and between \_\_\_\_\_ (“Contractor”) and **Fairfield-Suisun Unified School District** (“District”). Contractor and District may be referred to herein individually as a “Party” or collectively as the “Parties.”

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of \_\_\_\_\_ **Dollars (\$ \_\_\_\_\_)** (“Contract Price”), the following project:

**BID #20F-113 CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES** (“Project” or “Contract” or “Work”)

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at 2490 Hilborn Road, Fairfield, CA 94534 (“Premises” or “Site”). The Project is the scope of Work performed at the Site.
4. **Contract Time & Liquidated Damages.** Construction shall be completed between Friday, December 13, 2019 and Wednesday, January 8, 2020 as specified in the District’s Notice to Proceed. (“Contract Time”). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$ 1,000.00)** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds & Insurance.**
  - a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

- b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

<b>Commercial General Liability</b> , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Automobile Liability, Any Auto</b> , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
<b>Workers Compensation</b>	Statutory limits pursuant to State law
<b>Employers’ Liability</b>	\$1,000,000
<b>Builder’s Risk (Course of Construction)</b>	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker’s compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor’s policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** The project manager on the Project is Chris Clark, Director, Technology Support Services Department (“Project Manager”).

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.
8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

**Bid Packet:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Bid Form | <input checked="" type="checkbox"/> Noncollusion Declaration |
| <input checked="" type="checkbox"/> Bid Bond |  |

**Agreement Documents:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Terms and Conditions to Contract                                 | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Contractor's Certification                                       | <input checked="" type="checkbox"/> Performance Bond                        |
| <input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification | <input checked="" type="checkbox"/> Payment Bond                            |
|  | <input checked="" type="checkbox"/> Technical Specifications and Drawings   |

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Fairfield-Suisun Unified School District  
 2490 Hilborn Road,  
 Fairfield, CA 94534  
 ATTN: Michelle Henson,  
 Assistant Superintendent, Business Services

Contractor/Company  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: \_\_\_\_\_

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**Fairfield-Suisun Unified School District**

**Contractor/Company**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Michelle Henson

Print Name: \_\_\_\_\_

Print Title: Assistant Superintendent of Business Services

Print Title: \_\_\_\_\_

**Information regarding Contractor:**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

Employer Identification and/or Social Security Number

**NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.**

## TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 3. EQUIPMENT AND LABOR:** The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
- 4. SUBCONTRACTORS:** Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
- 5. TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.
- 6. SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 7. CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
- 8. TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.



- 9. EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- 10. LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
- 12. DRUG-FREE / SMOKE FREE POLICY:** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites
- 13. CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
- 14. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.
- 15. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 16. CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 17. ACCESS TO WORK:** District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
- 18. PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- 19. ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
- 20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 21. OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
- 22. FORCE MAJEURE CLAUSE:** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage

of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

**23. INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**24. PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

**25. PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

**26. INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

**27. ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

**28. DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

**29. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**30. CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

**31. COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

**32. DISPUTES/CLAIMS:** Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

▪ **Claim.** The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

(1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

(2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

(3) Payment of an amount that is disputed by the District.

▪ **Submission of Claim.** A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

▪ **Contents of Claim.** A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

▪ **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a

Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

▪ District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

▪ Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

▪ Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

▪ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

▪ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

▪ Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

- 33. LABOR CODE REQUIREMENTS:** Provided that the Contract Price is more than \$1,000, and the Work is a “public works” under the Labor Code, the parties agree as follows:
- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
  - Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
  - Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
  - Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
  - Copies of the prevailing rate of per diem wages are on file with the District.
  - Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.
- 34. PAYROLL RECORDS:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.
- 35. AUDIT:** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor’s normal business hours, unless Contractor otherwise consents.
- 36. ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.
- 37. GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District’s administration office is located.
- 38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 39. BINDING CONTRACT:** This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.
- 40. DISTRICT WAIVER:** District’s waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
- 41. INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
- 42. ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties hereto and fully

supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

**CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

**Prevailing Wage.** I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all work of this contract.

**Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**Government Code Sections 8355-8357 (Drug-Free Workplace).** I certify that I will provide a drug-free workplace by doing all of the following:

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

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

**Tobacco-Free Environment.** Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am

aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

**No Hazardous Materials.** I certify that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

## **1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disbursts when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

## **2. Overview of California Law**



Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules

and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

#### **4. Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

**Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

I certify that I am duly authorized to legally bind the Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: ) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**PERFORMANCE BOND (100% of Contract Price)**  
**(Note: Contractors must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Fairfield-Suisun Unified School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**BID #20F-113 CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES** ("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

**Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:**

\_\_\_\_\_

\_\_\_\_\_

**Attention:** \_\_\_\_\_

**Telephone No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Fax No.:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)**  
**(Note: Contractors must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of the Fairfield-Suisun Unified School District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

**BID #20F-113 CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES** ("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

**NOW, THEREFORE**, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**Principal**

**Surety**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Signature of Person with Authority)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Name of California Agent of Surety)

\_\_\_\_\_  
(Address of California Agent of Surety)

\_\_\_\_\_  
(Telephone Number of California Agent of Surety)

**Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT



**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 2019

To: \_\_\_\_\_  
("Contractor")  
\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of Fairfield-Suisun Unified School District ("District")

Re: **BID #20F-113 CENTRAL OFFICE BOARD ROOM A/V EQUIPMENT UPGRADES** ("Project" or "Contract")

Contractor is hereby notified that the Contract Time under the Contract will commence to run on \_\_\_\_\_, 20\_\_\_. By that date, Contractor shall start performing its obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the Contract Time and Project Completion is January 8, 2020.

Contractor must submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** calendar day following the date of this Notice to Proceed:

1. Contractor's preliminary schedule of construction.
2. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
3. Contractor's preliminary schedule of values for all of the Work.
4. Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.
5. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a successful Project.

**FAIRFIELD-SUISUN UNIFIED SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**TECHNICAL SPECIFICATIONS**

<b>Section</b>	<b>Title</b>
26 00 00	Electrical
27 41 16	Integrated Audio-Video Systems

## SECTION 26 00 00

## ELECTRICAL

## 1.1 SCOPE

- A. The work described under this section of the specifications includes furnishing all material, labor, and equipment, except as furnished under other sections of the specifications, to install all electrical work as shown and as specified.

## 2.1 LIST OF WORK

- A. The work of this section includes, but is not limited to, furnishing and installing the following:
  - 1. 20A power duplex receptacle and associated circuitry connection for AV equipment.

## 3.1 MATERIAL &amp; EQUIPMENT TO BE SUBMITTED FOR FINAL REVIEW

- A. Within 10 days after award on contract, submit a complete written list of all major items of equipment and materials in quadruplicate plus additional copies that Contractor may return. Any piece of equipment placed on the job without prior written approval shall be subject to removal.
- B. Review of material and/or equipment shall in no way relieve Contractor of the responsibility for compliance with drawings and specifications. The submittal shall definitely and clearly state where submitted equipment does not agree with the contract documents and list deviations in red color.
- C. Submit all items at one time in a neat and orderly manner. Partial list will not be acceptable. Submittal shall include manufacturer's specifications, physical dimensions and ratings of all equipment submitted. Submittal shall be indexed, separated by dividers and bound in a loose leaf ring binder.

## 4.1 GENERAL REQUIREMENTS

- A. Items to be furnished under this section shall be the standard product of established manufacturers regularly engaged in the production of such equipment. All materials, apparatus and equipment shall be new and subject to the approval of the Architect. Installation shall be in accordance with the practice of electrical trades and by skilled mechanics.
- B. Regulations: Comply with all applicable codes, rules and regulations. All materials, equipment and work must comply with NEC and municipal codes.

- C. Permits: Obtain and pay for all required permits and licenses.
- D. Inspections: All work must be inspected and approved by local authorities. Prior to final approval, furnish the Architect with certificates of inspections and approvals by the local authorities.

#### 5.1 WIRE AND FEEDERS

- A. All wire and cable shall be new, 600 volt insulated, of types specified below for different applications. All wire and cable shall bear the UL label and shall be brought to the job in unbroken packages. Wire shall be color coded as per NEC.
- B. Wire and cable #4 AWG size and smaller shall be Type THW and THWN.
- C. Wire and cable larger than #4 AWG size and air conditioning feeders shall be type RHW-RHH or XHHW.
- D. In no case shall a conductor of size less than #12 AWG be used, unless specifically noted.
- E. All connections to circuit breakers and switches and all joints in wires shall be made as noted below:
  - 1. Connections to circuit breakers and switches: #12 formed around binding post or screw, #10 and #8 wire - Buchanan 'Termend' or approved equal, locking tongue lug, #6 wire and larger - Burndy 'Quick-lug' Type QDA, or approved equal, round flange, solderless lug.
  - 2. Fixture Connections: Circuit wiring connections to fixture wire shall be made with pressure-type solderless connectors - Buchanan, Scotchlok, Wing Nut, or approved equal, complete with insulator and security ring.
  - 3. Joint in wire: #6 wire and larger - Burndy or approved equal, #8 wire and smaller - Buchanan, Scotchlok, Wing Nut, or equal, pressure-type solderless connectors complete with insulator and security ring.
  - 4. Uninsulated solderless connectors shall be insulated as follows: Tape with a covering of rubber tape, equal in thickness to the insulation. This shall be followed with an outer covering of friction tape in 2 layers and one coat of waterproof paint.
- F. Wire and cable shall be pulled into conduits without strain using powdered soapstone, Mineralac, or other approved lubricant. In no case shall wire be re-pulled if same has been pulled out of a conduit run for any purpose. No conductors shall be pulled into conduit until conduit systems is complete, including junctions boxes, pull boxes, etc., without permission of the Architect.

- G. Copper wire shall be used for all wiring.

## 6.1 ELECTRICAL METALLIC TUBING

- A. In general, electrical metallic tubing shall be provided for all wiring except in or under concrete, earth, or fill. Electrical metallic tubing may be used in furred spaces, wood frame walls where conduits do not exceed 2" in size. Solid brick, tile, and concrete walls are not considered hollow and rigid conduit shall be provided for these areas, however, open spaces, where solid grouting of cells does not occur in concrete masonry units, shall be considered hollow, and electric metallic tubing may be installed in these cells.

## 7.1 GENERAL REQUIREMENTS FOR CONDUIT

- A. No conduit placed in a concrete slab shall be greater than 3/4" trade size diameter and no conduit smaller than 3/4" shall be used for underground circuits. No conduit shall be embedded in a slab that is less than 3-1/2" thick, except for local offsets. No conduit shall be placed between the reinforcing steel and the bottom of the slab.
- B. All rigid conduit 2" and larger under concrete drives or any location where subject to damage by heavy equipment shall be installed a minimum of 24" below grade or 18" below grade encased in a 3" thick concrete envelope.
- C. Conduit must be kept within the furring lines established on the architectural drawings, unless conduits are specifically noted to be exposed.
- D. Provide all necessary sleeves and chases required where conduits pass through floors or walls, and seal all openings and finish to match adjacent surfaces. Where exposed conduit pass through walls, floors or ceilings, excutcheons shall be provided.
- E. Generally, conduits shall be run parallel to building walls and ceiling. In no case shall exposed conduits not run parallel to building lines.
- F. All conduit shall be sized in accordance with Table 1 and 4 of the NEC, and shall be of such size and so installed that conductors may be drawn in without injury or excessive strain. Conduit shall be secured to pull boxes, support boxes, or outlet boxes with galvanized locknuts and bushing. EMT connections shall be made with insulated fittings.
- G. Provide all empty conduits with pull wire.

## 8.1 FITTINGS

- A. All conduit connectors shall be of the watertight compression type.

## 9.1 WIRING DEVICES

- A. Furnish receptacles in accordance with the following table:  

20 amp 120 volt duplex	Hubbell 5362
------------------------	--------------
- B. Elevation of each outlet shall be at floor plus 15" to the center of the lowest outlet, unless otherwise noted.
- C. Cover plates for receptacles, switches, and outlets shall be stainless steel or plastic with ivory finish.

## 10.1 BOXES

- A. Boxes in exposed or wet locations shall be cast steel conduit bodies. In concealed locations they shall be sheet steel boxes with sherardized or galvanized finish.
- B. Sheet steel boxes shall be standard one-piece knockout boxes of the shape best suited to the particular location and of sufficient size to contain all wires and connections without crowding. Where outlets are installed in concrete slab, boxes shall be the concrete cast type, Hubbell, Lew, Fullman or equal, type as noted on drawings. Boxes shall have the required depth to avoid interference between reinforcing bars and conduit runs, and to keep such conduit runs in proper place in slabs. Boxes shall not be less than 4 inches in diameter and 1-1/2 inches in depth.
- C. Cast-metal conduit boxes shall be Crouse-Hinds condulets, Appleton Unilets, or approved equivalent. Boxes shall be arranged with threaded connectors for rigid conduit. All conduit bodies shall have suitable covers, which shall be provided with gasket for interior and moist locations.
- D. Outlet boxes for receptacles, lighting fixtures, etc., shall be securely anchored in place using the latest techniques in the trade.
  - 1. Outlet boxes set in concrete shall be set to have final opening flush with finish surface.
  - 2. Outlets set in furred ceiling and stud walls shall be anchored to the ceiling or wall structure with suitable steel straps.
- E. Outlet boxes shall be used as pull and junction boxes wherever possible and where required. Boxes in plastered walls or concrete block walls in finished area in ceilings shall have 2 gang raised plaster rings and blank wall plates. Other boxes shall have blank covers.

- F. Where other than outlet boxes are required, pull and junction boxes shall be constructed of galvanized steel conforming to Code requirements. Boxes shall be rigid under torsional and deflecting forces and shall be provided with angle iron framing where necessary. Covers for surface mounted boxes shall line up evenly with the edges of boxes. Covers for flush mounted boxes shall extend 3/4" past boxes all around. Covers shall be fastened to boxes with a sufficient number of brass machine screws to ensure continuous contact all around. Exterior boxes shall be of weatherproof construction and shall be provided with neoprene cover gaskets. Boxes shall be rigidly attached to structure, independent of any conduit support.

### 11.1 GENERAL WIRING

- A. Conductors for branch circuit lighting, receptacle, power, and miscellaneous systems must be a minimum of No. 12 AWG. Site lighting branch circuiting wiring shall be No. 10 AWG minimum. Wire indicated specifically to be larger than No. 12 wire must be increased the entire length of circuit.
- B. Verify location and mounting height of all receptacles, wall mounted fixtures, switches, and other equipment before roughing-in. See drawings for pertinent information. Refer questionable cases to Architect.
- C. Where located adjacent in walls, outlet boxes shall not be placed back to back, nor shall extension rings be used in place of double boxes. Provide short horizontal nipple between adjacent outlet boxes, which shall have depth sufficient to maintain wall coverage in rear masonry material.
- D. In those instances in which construction conditions will not permit staggered outlet boxes, approval of Architect must be obtained. After installation of conductors, box shall be filled with fiberglass to limit sound transmission in all back-to back instances of installation.
- E. Complete rough-in requirements of all equipment to be wired under the contract are not indicated. Coordinate with respective trades furnishing equipment or with Architect to result in a neat, workmanlike installation.

### 12.1 GROUNDING

- A. All panelboard cabinets, equipment and enclosures, and complete conduit system shall be grounded securely in accordance with pertinent sections of Article 250 of the NEC and municipal codes.
- B. Bond all electrically operated equipment to the grounded conduit system.
- C. All ground connections shall have clean contact surfaces.

D. Provide green ground wire in each conduit, size per NEC.

END OF SECTION



SECTION 27 41 16

INTEGRATED AUDIO-VIDEO SYSTEMS

**PART 1 – GENERAL**

**1.01 SUMMARY**

A. Section Includes:

1. Provide turnkey audiovisual systems, to include equipment and materials, whether specifically mentioned herein or not, to ensure complete and operating systems.
2. Generate submittal information for the complete fabrication, installation and wiring of the systems. Provide (or sub-contract for) on-site installation and wiring and provide on-going supervision and coordination during implementation.
3. Perform initial adjustment of the systems as herein prescribed and provide test equipment for the system checkout and acceptance tests. Prior to systems acceptance tests, submit the Initial Testing and Tuning Report (see Part 3) showing methods and results for tests performed.
4. Provide equipment as specified in the Equipment Schedule.
5. Supply and configure all software (including custom software as required) needed to operate the system with the specified functionality.
6. Provide on-the-job training in the operation and maintenance of the systems for personnel designated by the Owner.
7. Provide one-year warranty for systems installed.
8. Coordinate with the electrical contractor for electrical power provisions for audiovisual equipment.

B. Conditions and Requirements

1. Refer to Bidding Requirements, Contract Forms, Conditions of Contract, and Division 1, General Requirements. Provisions listed or specified therein apply to work under this section.

C. Related Divisions and Sections: Coordinate the work of this section including, but not limited to, the following other divisions, sections, and trades:

1. Division 01: General requirements
2. Section 27 41 13: Installed projection screens and projector lifts
3. Section 06 20 00: Finish carpentry
4. Division 23: Heating, ventilating, and air conditioning systems

5. Division 26: Electrical systems
  6. Division 27: Communications systems
- D. Alternates: Submit a written request for modification to an installation practice desired or required which is contrary to these specifications or drawings. Obtain written approval from the Consultant prior to performing modifications.
- E. Unit Prices: Submit unit prices, as derived from the quotations in the Schedule of Values, for adjustments to the contract price. Unit prices shall include material, labor, shipping, tax, markups (overhead, profit, job expenses, bond), labeling, records, and as-built drawing production costs.

## 1.02 REFERENCES

- A. Comply with the References requirements of Section 27 00 00.
- B. In addition to the references (codes, standards, etc.) listed in Section 27 00 00, comply with the latest edition of the following applicable specifications and standards except as otherwise shown or specified:
- C. Perform work in accordance with applicable requirements of governing codes, rules and regulations including the following minimum standards, whether statutory or not:
1. FCC Federal Communications Commission
  2. City, and other local codes and requirements
  3. UL Underwriters Laboratories
  4. ASTM American Society for Testing Materials
  5. NEMA National Electrical Manufacturers Association
  6. ANSI American National Standards Institute
  7. ETL Electrical Testing Laboratories
  8. SMPTE Society of Motion Picture and Television Engineers
  9. EIA Electronic Industries Association
  10. ISO International Standards Organization
  11. Sound Systems Engineering, 2nd Ed., Davis and Davis, Howard W. Sams Co., 1987
  12. AES Audio Engineering Society
- D. Install products and systems that comply with the following standards:
1. ANSI/AVIXA 1M-2011: Audio Coverage Uniformity in Enclosed Listener Areas
  2. ANSI/AVIXA 3M-2011: Projected Image System Contrast Ratio
  3. NFPA 262: Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces
  4. UL 813: Commercial Audio Equipment
  5. UL 1419: Professional use Video and Audio Equipment

6. UL 1480: Speakers for Fire Alarm, Emergency, and Commercial and Professional Use
7. UL 1492: Audio-Video Products and Accessories
8. UL 60065-1: Audio, Video and Similar Electronic Apparatus

### 1.03 DEFINITIONS

- A. Definitions as described in Section 27 00 00 apply to this section.
- B. In addition to those Definitions of Section 27 00 00, the following terms used in this specification are defined as follows:
  1. "A/R" indicates a quantity is As Required
  2. "Custom" indicates systems or components that shall be fabricated by the Contractor based on these specifications and drawings
  3. "Future" indicates equipment that will be added to the systems by the Owner or Owner representative at a later date. Provisions shall be made for this equipment.  
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  4. "Or equal" indicates equal in materials, size, color, design, function, efficiency of specified, and conforming with base bid manufacturer/model.
  5. "Shall" denotes a mandatory requirement
  6. "Should" denotes an advisory statement
  7. "Will" indicates an informative statement
  8. "OFE" indicates Owner Furnished Equipment, AVC installed

### 1.04 SYSTEM DESCRIPTION

- A. Board Room:
  1. General:
    - a. This system will provide the video/audio presentation capabilities for this room type with the ability to provide audio/video recording and streaming services for school board meetings and training sessions. The control system will provide the owner with class room and board room configurations via a one touch control function with an additional supervisory access to change all audio and video configurations A/R.
    - b. The AVC will coordinate and shall provide the labor to remove equipment from existing system that will not be reused in this project. The AVC will turn over all unused equipment to owner A/R.
    - c. The AVC shall provide and install (2) 98" LCD displays with a minimum of 4k resolution, 300 nit output and manufactured by NEC.

- i. These monitors will provide display of the programming from the presentation/podium systems.
  - ii. The system control will provide power on/off functions
- d. The AVC shall provide and install (per manufacture recommendation and project structural consultants' requirements) (2) wall mounts that meets Zone 4 seismic requirements.
- e. The AVC shall provide and install (2) 65" LCD displays with a minimum of 4k resolution, 300 nit output and manufactured by NEC.
  - i. These monitors will provide display of the programming from the presentation & podium systems.
  - ii. The system control will provide power on/off functions
- f. The AVC shall provide and install (per manufacture recommendation and project structural consultants' requirements) (2) ceiling mounts that meets Zone 4 seismic requirements.
- g. The AVC shall provide and install (1) 65" LCD display with a minimum of 4k resolution, 300 nit output and manufactured by NEC.
  - i. These monitors will provide display of the programming from the presentation & podium systems.
  - ii. The system control will provide power on/off
- h. The AVC shall provide and install (per manufacture recommendation and project structural consultants' requirements) (1) wall mounts that meets Zone 4 seismic requirements.
- i. The AVC shall provide and install (14) 22" LCD displays with a minimum of 4k resolution, 300 nit output and manufactured by LG Electronics
  - i. These monitors will provide display of the programming from the presentation/podium system.
  - ii. These displays will be set on the table top. The AVC shall coordinated the final mounting locations with owner
  - iii. The AVS Shall provide and any grommets and cable management materials A/R.
- j. The AVC shall provide and install (14) Foldable table display mounts that will allow the user to fold the display flat to the table.
- k. The AVC shall provide install and configure (5) HDMI TX switchers that will support 4K 4:2:0 60FPS with minimum of (2) HDMI inputs and (1) IP output. The AVC will coordinate installation of this device with owner in provided lectern, at the #2 position on the Dais and portable unit that will be used at the front of the Dais and (2) at the broadcast position.
  - i. The AVC shall provide and install (5) HDMI-M/HDMI-M extension cables 25' to allow presentations from up to 15' from podium & Dais
  - ii. The AVC will program the device for default to HDMI 1 for the podium mounted PC. HDMI 2 will be auto switch enabled when input is detected
- l. The AVC shall install (1) (OFE) PC, wireless keyboard and mouse, and cabling in (OFE) podium A/R
- m. The AVC shall provide, install and configure (12) HDMI Decoders in podium/dais for each 22" LG monitor. The AVC will coordinate installation of this device with owner.
- n. The AVC shall provide, install and configure (4) HDMI Decoder IP streaming devices and cables A/R capable of supporting 4K 4:2:0 60FPS (behind each display wall/ceiling mounted display)

- o. The AVC shall install and configure (4) PTZ cameras via IP distribution, mounts, wall/ceiling plates A/R
- p. The AVC will install (OFE) provide and configured video streaming device into video rack. The AVC will provide and install all patch cables A/R
- q. The AVC will provide, install and configure (1) DSP audio system to support a minimum of 8x8 analog audio and 64x6x4 Dante network audio I/O.
  - i. The AVC will configure system to support multiple use options including but not limited to Board meetings with streaming services, class room and other events as required by owner.
  - ii. The AVC will configure control system to manage all inputs/outputs per Owners' requirements
  - iii. The AVC will configure system mute in case of fire/emergency. The AVC shall provide coordination with Owner and EC
- r. The AVC will provide, install and configure replacement ceiling speakers A/R.
  - i. The AVC will configure system to support multiple use options including but not limited to Board meetings with streaming services, classroom and other events as required by owner.
  - ii. The AVC will configure control system to manage all inputs/outputs per Owners' requirements
  - iii. The AVC will configure system mute in case of fire/emergency. The AVC shall provide coordination with Owner and EC
- s. The AVC will provide, install and configure (1) 8 Channel audio amplifier to support speaker's system A/R
  - a. The AVC shall provide all cabling A/R
- t. The AVC shall provide, install and configure (16) Wireless microphone receivers with (12) tabletop Transmitters (4) hand held microphones, (2) Antenna's and ceiling mounts and interface A/R
  - i. The AVC will provide and install all cabling to audio DSP system, Antenna's and distribution A/R
- u. The AVC shall provide and install and configure (1) assisted listening system
  - i. The AVC will install antenna and cabling A/R
  - ii. The AVC will provide at least 10 complete receivers, with headsets and loops
  - iii. The AVC will provide (1) battery charging station
  - iv. The AVC will provide (10) spare batteries
  - v. The AVC will provide all cabling A/R to connect the system to the audio DSP system output
- v. The AVS shall provide install and configure (1) Dante audio 16x8 audio I/O box.
  - i. The AVC shall provide (1) Travel case to provide storage of device and cabling (4 RU Drawer) A/R see z-ii for details
  - ii. The AVC shall provide all audio and network patch cables required for the installation of the 16 microphone, audio monitor speaker and network interface A/R for use for board meetings and presentations as required by Owners requirements
- w. The AVC shall provide install and configure (1) Daunte audio 4x4 wall plate in (OFE) podium
  - i. The AVC shall provide all cabling A/R to support for microphone, presentations systems

- ii. The AVC shall provide and install (1) microphone and table goose neck mount w/clip A/R. Coordinate with Owner prior to purchase
- x. The AVC shall provide, install and configure (1) controls system to provide system controls including the following
  - i. System power on/off
  - ii. Audio volume control
  - iii. Microphone control (mute and volume)
  - iv. Room set-up (Board Room, Classroom, Presentation and Interview)
  - v. The AVC shall provide, install and configure (3) Touch screen control stations
  - vi. The AVC shall provide and install (1) wired/wireless control system for broadcast operations coordinate with owner final solutions
- y. The AVC shall provide and install (1) network switch and (2) patch panel, and patch cables A/R to support all AV and network requirement for this room.
  - i. The Owner will provide all configuration of the network system
- z. The AVC shall provide all materials and cables required to provide a full functioning system
- aa. The AVC will coordinate all network requirements and configurations with owner's IT team prior to installation
- bb. See attached AV drawings for system functionals, system elevation and locations
- cc. See attached AV Bill of Materials for equipment

**1.05 BID SUBMITTAL**

- A. Provide in accordance with project Bidding Requirements, in addition to the items in this section.
- B. Schedule of Values: Provide a Schedule of Values for equipment to be supplied. Each piece of equipment shall be individually priced. Equipment costs shall reflect required modifications and accessories.
- C. Non-Equipment Costs: Furnish separately a list of non-equipment costs for each area, by the following categories:
  - 1. Engineering: Including required design, drawings, run sheets, instruction manuals, etc.
  - 2. Pre-Installation: Including fabrication, modification, assembly, rack wiring, etc., performed on the Contractor's premises.
  - 3. Installation: Including on-site installation and wiring, coordination and supervision, testing, checkout, Owner training, etc., performed on the Owner's premises.
  - 4. General and Administrative: Including G & A expenses, shipping, insurance, and guarantees.
  - 5. Taxes: Including applicable Local, State, and Federal taxes.
  - 6. Fees: Including E-Waste disposal fees.
- I. Key Personnel:
  - 1. Provide information on the Project Manager, Field Installation Supervisor and other relevant personnel who will be assigned to the project
  - 2. Indicate factory and industry certifications for involved personnel
  - 3. Include with your bid a list of all staff that will be dedicated to the integration project along with their resumes and/or listing of technical qualifications.
  - 4. Notice of CTS Requirement: Note that the submitting firm requires a CTS-I (Certified Technology Specialist – Installation) certified employee to actively manage audiovisual projects. The bidder verifies the validity of CTS credentials at the AVIXA website.
  - 5. Provide a list of any company-held certifications or designations.
- J. Schedule of Implementation:

1. Site Visit: Make a site visit before submission of bid. Include date of site visit with bid return. Coordinate site visit arrangements with the Owner representative.
2. Submit a scheduling plan with the bid return indicating the various pertinent terminal dates after award of contract for completion of design, pre-installation work, on-site installation work, and testing and acceptance.
3. Obtain projected dates when the relevant areas will be available for the on-site installation. Coordinate design review meetings with General Contractor and owners (TPM, AV, CRE).
4. Investigate potential contract, union, and scheduling questions, and guarantee compliance with requirements and regulations in effect on the job site.
5. It is possible that certain portions of the work described herein will be ready for use prior to the completion of the entire scope of this specification. The Owner reserves the right to use substantially completed systems without obligation to the Contractor and without implying final acceptance of the system or equipment so used or starting the warranty period.

#### 1.06 SUBMITTALS

A. Product Data: Submit product information for components specified herein prior to the purchase and installation of equipment.

1. Product data sheets for products furnished. Include, for each product, the manufacturer, part number, accessories and options selected or marked directly on the data sheet, color (if applicable), and a brief product description.

B. Shop Drawing Submittals

1. General: Submit the following in accordance with the Conditions of Contract and Division 1 Specification Section.
2. Prior to Fabrication:
  - a. Shop drawings including floorplans and reflected ceiling plans indicating all AV equipment locations as well as rough-in required.
  - b. Shop drawings including device elevations, mounting details and coordination items with architectural and electrical trades
  - c. Shop drawings with functional diagrams and riser diagram indicating:
    1. All pathway requirements and cable management provisions
    2. Functional diagrams showing equipment, connections, cabling, connectors and labeling for the systems.
  - d. Manufacturers' cut sheets, each with highlighting indicating the item(s) being submitted. 274116 - 14 Integrated Audio-Video Systems
  - e. Panels, plates, and designation strips, including details and samples relating to terminology, engraving, finish and color



- c. Custom designed consoles, tables, carts, support bases, and shelves
  - d. Schematic drawings of custom circuitry
  - e. Equipment modifications
  - f. Touch screen control menus must be submitted to and approved by Owner Tech Team (TPM, AV, CRE).
  - g. Pushbutton control panel layouts including the labels for all buttons
  - h. Handheld remote-control panel layouts including the labels for all buttons.
  - i. Audio/video/control processor configuration files. It is understood that these files will be modified during system commissioning, but basic routing and processing should be complete and a submittal prior to system fabrication.
3. Prior to Assembly and Installation:
- a. Provide system functional line drawings for all systems. Include equipment names and model numbers (e.g., "Program Amplifier - Crown CT-400"). Clearly label each item of equipment shown on the drawing with the manufacturer's terminal number or input/output designation (e.g., "Mic 1 In", or "Record Out Left").
  - b. Provide equipment rack elevation and patch panel assignment drawings. Labeling on the functional diagrams, rack elevations, patch panels, and on the equipment, controls shall be consistent and uniform.
  - c. Provide full-scale drawings of custom plates and panels indicating exact lettering, critical dimensions, and finishes.
  - d. Provide cable run lists. Clearly show at each terminal point the type of connector to be used. Include typical wiring details of each connector. Note where shields are connected and where they will float to ensure the integrity of the grounding system. Indicate cable types and, where appropriate, color codes. Assign wire numbers and patch bay locations to every wire and patch point in the drawing.
  - e. Equipment modification drawings: Include details of modifications that change or void manufacturers' warranties.
  - f. Provide schematic drawings of custom circuitry. Include receptacle pin numbers and component callouts. Show details of custom resistive attenuation and/or combining networks, filters, or pads which may be required in the assembly. Show point-to-point wiring drawings for control system modules and interfaces, and for switches and relays in audio, video, or control systems.

- g. Provide a list of test equipment, including manufacturer, description and model number, of equipment that will be employed in the testing and adjustment of the installed systems.
- h. List equipment to be connected to campus computer network. Provide an Excel spreadsheet listing each piece of equipment including hardware MAC addresses and serial numbers.
  - 1) Indicate which equipment, if any requires static addressing.
  - 2) Indicate which equipment requires specific network and/or subnet configuration.
  - 3) Indicate equipment which is likely to generate a high volume of network traffic.
  - 4) Indicate equipment with particular QOS requirements.
  - 5) Provide a full-scale mockup of the recognition plates as described in the "Installation" section.

C. Prior to Acceptance Testing:

- 1. Submit the Initial Testing and Tuning Report showing procedures and results for tests performed. Provide the names of specific automated tests performed via testing tools or installed AV equipment.
- 2. Provide reports generated by automated tests using both standalone testing equipment and programs running on installed AV equipment.
- 3. Provide a list of the test equipment used for these tests.
- 4. Coordinate with Owner to obtain a sample of the laptop computers and other portable devices, including any types of tablets and smartphones used for presentation. Confirm presentation systems are compatible with these devices.

D. At the Completion of the Installation:

- 1. Provide written notification to the Owner and Architect when initial checkout is complete, normal settings are documented, as built and operational documentation are complete, and systems are available for final acceptance tests. Provide a completed copy of the initial testing report in accordance with Part 3.
- 2. Submit equipment manufacturers' operation and maintenance manuals for each piece of equipment.
- 3. Submit "as-built" drawings for systems and items indicated as "Custom".

4. Submit a copy of control system programming, including touch screen layouts, in electronic form and one print out hardcopy of the complete control system program.
5. System Operation and Maintenance Manual:
  - a. Describe in the "Operation" section, typical procedures necessary to activate each system to provide for the functional requirements as listed under the System Description. Include normal settings for equalizer, amplifier, signal processing, and user-operated controls (as established during system check-out) in tabular or pictorial form.
  - b. Provide in the "Maintenance" section, a recommended maintenance schedule with reference to the applicable pages in the manufacturer's maintenance manuals. Where inadequate information is provided by the manufacturer, provide the information necessary for proper maintenance.
  - c. Provide a list of necessary and recommended replacement parts for a normal maintenance period of one year.
  - d. Assume the reader of this manual to be technically competent, but unfamiliar with this particular facility. It is estimated that this manual should require a minimum of 15 pages.
6. Provide a copy of control system software created for this project on accessible data storage media including modifiable and compile-able clearly commented code.
7. Provide a copy of audio processor configuration files created for this project on accessible data storage media.

### 1.07 PERFORMANCE STANDARDS

A. Meet the following performance standards with each system, unless restricted by the published specifications of a particular piece of equipment. Notify Design Consultant of restriction.

B. Audio System:

1. Program Audio System:
  - a. Frequency Response:  $\pm 3$  dB per octave band, 100 Hz to 12,000 Hz. 3dB per octave roll off below 100Hz and above 12 kHz.
  - b. Total Acoustical Harmonic Distortion: Less than 2% at 90 dBC (1kHz reference) at four feet (1,220mm) above finished floor in the middle of the room.
2. Distributed Audio System:
  - a. Frequency Response:  $\pm 3$  dB per octave band, 125 Hz to 10,000 Hz. 3dB per octave roll off below 125 Hz and above 10 kHz.

- b. Total Acoustical Harmonic Distortion: Less than 2% at 85 dBC (1kHz reference) at four feet (1,220mm) above finished floor in the middle of the room.
3. The gain structure for all audio system components (mixer input to amplifier output) shall be adjusted to achieve the highest signal-to-noise ratio, 75 dB from 50 Hz to 15 kHz minimum.
4. The audio frequency response of the electronics system with equalizers bypassed shall vary less than +1 dB from 50 Hz to 12 kHz.
5. The electronic system audio distortion shall be less than 0.5% at 1 kHz at the equipment's rated input signal level.
6. Sound Output Capability: Provide program levels of not less than 95 dB and speech reinforcement levels of not less than 85dB in the seating area without objectionable distortion, rattles, or buzzes, employing as test signals several different samples of recorded music and microphones applied at each system input.
7. Hum and Noise: Hum and noise shall be inaudible (below the background noise level of the space) under normal operation and as observed in normal seat locations.

C. Video System:

1. Composite analog video systems shall conform to RS-170A standards, as applicable.
2. Signal-to-Noise Ratio (peak to RMS) Unweighted DC to 4.2 MHz: 55 dB minimum
3. Crosstalk: Crosstalk (unweighted DC to 4.2 mHz): 45 dB minimum
4. Frequency Response: Within plus-or-minus 0.5 dB to 4.2 mHz.
5. Line and Field Tilt: 2% minimum
6. Differential Gain: 3% maximum
7. Differential Phase: 20 maximum
8. Video Timing:
  - a. System Timing: Sync coincidence within 50 nanoseconds
  - b. Color Timing: Within 20 at 3.58 mHz
9. Radio Frequency (RF):

- a. Visual Carrier Level: +6 dBmV minimum and +16 dBmV maximum at system outlets for utilized channels
- b. Adjacent Channel Visual Carrier: 3 dB maximum differential at systems outlets
- c. Non-Adjacent Channel Visual Carrier: 10 dB maximum differential at systems outlets
- d. Carrier-to-Noise Ratio: 43 dB minimum
- e. Amplitude Response: Flat within plus-or-minus 1.0 dB
- f. Signal-to-Noise Ratio: 50 dB minimum for the maximum level of the signal and the interference resulting from cross modulation from other signals on the system, after demodulation
- g. Outlet-to-Outlet Isolation: 25 dB minimum
- h. Audio carrier: Suppress 15dB below visual carrier for same channel
- i. Slitter/combiners: Slope of 0.8dB, Return loss of 15dB
- j. At no point in the system shall signal drop below 0dB.

D. Control:

1. Verify functional operation for specified control operations
2. Illuminated feedback of the active function via illuminated or shaded pushbutton at operator and wired remote control stations.
3. Wireless systems shall neither be the source of, nor be affected by, radio-frequency interference to/from external signal devices.
4. Ensure that ergonomic parameters are taken into account when designing the human interface to the control system. Be aware that the level of technical inclination will vary between users.

### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Delivery, Storage and Handling requirements of Section 270000.

### 1.09 WARRANTY

- A. Warrant the system for a minimum of one year from the date of system acceptance by the Owner. Component warranties shall be honored for the term established by the manufacturer, if greater than one year. Include in the warranty quarterly site visits to check and adjust equipment and restore systems to original performance standards.

- B. Activate manufacturers' equipment warranties in Owner's name to commence on the date of acceptance. In the case of Contractor- modified equipment, the manufacturer's warranty is normally voided. In such cases, provide the Owner with a warranty equivalent to that of the original manufacturer.

### 1.10 SERVICE AND MAINTENANCE

- A. The contractor should have local presence to install, service, and maintain the Audiovisual Systems covered in this specification.
- B. Provide cost for additional service levels beyond the one-year warranty period and maintenance calls as listed
  - 1. One year, two-year, and three-year service with quarterly pre-emptive maintenance calls and same-day issue response
  - 2. One year, two-year, and three-year service with quarterly pre-emptive maintenance calls and 24-hour issue response
  - 3. One year, two-year, and three-year service with quarterly pre-emptive maintenance calls and 48-hour issue response
- C. Pre-emptive maintenance minimum requirements:
  - 1. Cleaning of filters, lenses and general dusting of all equipment
  - 2. Verification and adjustment of focus and projector position
  - 3. Verification that all controlled devices are functioning
  - 4. Note any conditions that may affect the continued function and well-being of the audiovisual system and report to owner
  - 5. Report projector lamp life to owner and replace lamp as directed

## **PART 2 - PRODUCTS**

### **2.01 SUPPLIER/INSTALLERS**

#### A. General Qualifications:

1. Firm has been in business providing similar service required by this section for not less than five Years.
2. Firm can outline the general scope of past projects, normal staffing levels, and union status of shop and field installation personnel.
3. Firm can list a minimum of three projects of similar scope successfully completed in the past 24 months, indicating the location, type of system installed, total contract amount, date completed, and include persons and telephone number to contact.
4. Firm can submit confirmation of current state or local contracting licenses, as required to perform the work under this section.
5. Firm shall be an authorized supplier and installer for all equipment.

#### B. Sub-Contract:

1. No sub-contract will be permitted, unless specifically identified in the bid submission.
2. The Audiovisual Contractor shall have sole responsibility for the satisfactory implementation of each system, regardless of any subcontract arrangement.

### **2.02 EQUIPMENT**

- A. Each products and piece of equipment shall be the latest version of the specified model or type available at the time of procurement, providing the updated devices provide the same or better capabilities and performance required by the system design.
- B. Materials and equipment shall be new and shall meet or exceed the latest published specifications of the manufacturer.

### **2.03 CUSTOM FABRICATION**

- A. Remote Control Panels and Interface Plates. Fabricate with 1/8 inch (3mm) thick #6061-T6 aluminum material. Finish brushed with 150 grit paper. Anodized finish to be black or as approved by the Architect.

- B. Equipment Rack: Provide power receptacle strips, with "U" ground outlets. Power receptacle strips shall be mounted on the rear interior of the rack space on the left side as viewed from the rear. Insulate power receptacle strips from the rack. Power receptacle strips shall be APC or approved equal. Provide UL-approved florescent or LED work light magnetically attached on the upper left interior panel of each rack space.
- C. Audio Transformers: Provide appropriate impedance ratio and power handling capacity for the function intended of audio transformers specified in the system.
- D. Networks and Pads: Provide networks and pads as shown on the drawings or as required to achieve proper impedance matching and levels. Networks and pads shall be balanced. 0.5 watt, 5% composition resistors shall be soldered to fixed connection points at each end.
- E. Labeling: Provide permanently mounted 1/32" thick by 1/4" high black engraved or anodized, brushed aluminum labels with 1/8" engraved lettering for each piece of equipment and every user-adjustable control and input on the audiovisual equipment. Provide 3/8" to 1/2" high P-touch or Dymo type labels on the back of each piece of equipment. Label should be white with black lettering.
- F. Rack Shelves/Mount Adapters: Provide the appropriate factory or custom rack shelves/mount adapters for equipment installed in the audiovisual equipment rack, whether specifically itemized or not. Acceptable manufacturers for custom rack adapters: Middle Atlantic, Winsted, APC/Stantron.
- G. Provide security covers or shaft locks for all level controls, as appropriate, on all equalizers, crossovers, signal delays, and other adjustable signal processors.
- H. System Functional Diagrams: Provide reduced-size as-built functional diagram for the control, audio and video system. Frame with acrylic cover, or laminate drawing, and mount adjacent to equipment rack.
- I. Seismic Safety: Mount and brace permanently installed equipment to the building structure per the most stringent of applicable codes and regulations to minimize potential damage to personnel or equipment from foreseeable seismic events. Physically bolt audiovisual equipment racks to the floor to prevent toppling. Brace hanging audiovisual and associated equipment both to minimize sway and to prevent detachment from the overhead structure.

## 2.04 EQUIPMENT SCHEDULE

- A. Note on substitutions: Most of the equipment in this list is standard equipment available from a variety of suppliers and manufacturers. Substitutions will be considered if the functional requirements in the System Description are met and the proposed products provide equal or better capabilities and performance compared to the items referred to below.
- C. For equipment list see the following Bill of Materials and drawings (See Attached).
  - a. AVBOM



- b. AV drawing for Bid

## 2.05 CABLING

- A. For systems using signal extension via STP and UTP cabling, use extender system manufacturer's recommended cable type for the system and the cable run length to be used.
- B. Unless otherwise called for in these specifications and drawings, use the following cables:
  - 1. Video cable RG59: Extron RG59, Liberty RG59-CCTV-CM-BLK, equal or better Belden, Canare, West Penn cables.
  - 2. Plenum-rated video cable: Extron RG59P, Liberty RG59-CCTV-PL-BLK, equal or better Belden, Canare, West Penn cables.
  - 3. Microphone and line-level audio cable: West Penn 454, Liberty 20-2C-SH-GRY, equal or better Belden, Canare, Mogami cables.
  - 4. Plenum-rated microphone and line-level audio cable: West Penn 25291B, Liberty 20-2C-PSHGRY, equal or better Belden, Canare, Mogami cables.
  - 5. Program loudspeaker cable: West Penn 227, Liberty 12-2C-GRY, equal or better Belden, Canare cables.
  - 6. Plenum-rated program loudspeaker cable: West Penn 25227B, Liberty 12-2C-P-BLK, equal or better Belden, Canare cables.
  - 7. Distributed loudspeaker speaker cable: West Penn 224, Liberty 18-2C-GRY, equal or better Belden, Gepco cables.
  - 8. Plenum-rated distributed loudspeaker speaker cable: West Penn 25224B, Liberty 18-2C-P-BLK, equal or better Belden, Gepco cables.
  - 9. MATV trunk cable: West Penn 25821, Liberty RG11-CCTV-PL-WHT, equal or better Belden, Gepco cables.
  - 10. MATV drop cable: West Penn 25841, Liberty 18-CMP-VID-COAX-BLK, equal or better Belden, Gepco cables.
  - 11. Control cable: West Penn 77350, C4215, Liberty LLINX-U, equal or better Belden, Crestron cables.
  - 12. Plenum-rated control cable: West Penn D25350, Liberty LLINX-U-P, equal or better Belden, Crestron cables.
  - 13. RGBHV signal cable: Extron M59-5, Liberty RGB5C-23-CM, equal or better Belden, West Penn cables.

14. RGBHV mini-cable: Extron MHRHF-5, Liberty RGB5C-25-CM, equal or better Belden, West Penn cables.

## 2.06 CABLE TIES AND SUPPORTS

- A. Use plenum-rated cable in plenum-rated spaces. Where plenum-rated cable is used, provide plenum rated and approved cable ties and supports.
- B. Manufacturer:
  1. Thomas and Betts #TYV525M
  2. Or approved equal

## 2.07 RECEPTACLES AND CONNECTORS

- A. Acceptable Manufacturers: Canare, Switchcraft, Neutrik, Amphenol, Pomona, Extron, or Liberty.

## 2.08 LABELS

- A. Manufacturer:
  1. Brady
  2. Thomas and Betts
- B. Wire and Cable Labels:
  1. Self-laminating adhesive laser labels
  2. Machine printable with a laser printer
  3. Cable size: as required
  4. Color: white label with black lettering
  5. Manufacturer: Brady wire marking labels WML-211-295 and WML-311-292
- C. Device Labels:
  1. Self-laminating, type on tape, adhesive labels. Use Helvetica 12 pt text

## **PARTT 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that electrical requirements including junction boxes, floor boxes, ceiling loudspeaker enclosures, empty conduit and power circuits and receptacles are in place as shown on the drawings.

### **3.02 INSTALLATION**

#### A. General

1. Include the delivery to the installation site, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly required herein which is necessary to result in complete and fully operational systems.
2. Prior to ordering equipment, coordinate the frequencies of all wireless devices to prevent unwanted interaction between devices and rooms. This includes, but is not limited to, wireless microphones, assisted listening system devices, wireless control panels, etc.
3. All accessories, including rack mounting hardware, power supplies, etc., are to be obtained from the original equipment manufacturer. Unless otherwise noted or specified, third party accessories may not be used.
4. All installation practices are to be in accordance with, but not limited to, these specifications and drawings. Installation is to be performed in accordance with the applicable standards, requirements, and recommendations of National and Local authorities having jurisdiction.
5. If, in the opinion of the contractor, an installation practice is desired or required, which is contrary to these specifications or drawings, provide a written request for modification to the design team. Do not commence modifications without written approval from the design team.
6. During the installation, and up to the date of final acceptance, the contractor is under obligation to protect his finished and unfinished work against damage and loss. In the event of such damage or loss, the damage is to be replaced or repaired at no cost to the Owner.

#### B. Physical Installation

1. Install all equipment per the manufacture's specifications.

2. Secure all equipment firmly in place unless requirements of portability dictate otherwise.
3. Provide fastenings and supports that are adequate to support their loads with a safety factor of at least three. Secure all boxes, equipment, etc., plumb and square.
4. In the installation of equipment and cable, observe not only to operational efficiency, but also to overall aesthetic factors.
5. Trim and Escutcheon Components
  - a. To insure a proper finished appearance, furnish and install trim/escutcheon components at all conditions where A/V components pass through the finished ceilings. This would include but not be limited to video projector supports, display supports and any other component which is not specifically supplied with integral flanges/trim components; i.e. speaker mounts, assistance listening devices, etc.
  - b. All trim components at the ceiling plane are to be finished to match the approved ceiling system components. The contractor should obtain a sample from the General contractor, including any custom color information, or standard color numbers. Submit all trim components finish and specifications to the Architect for review and approval prior to fabrication.

### 3.03 TRAINING

- A. The contractor is to provide on-the-job training by a suitably qualified instructor, to personnel designated by the Owner, to instruct them in the operation and maintenance of the systems. In the event the contractor does not have qualified instructors on staff for certain sophisticated equipment, a manufacturer's representative for such instruction will be provided by the contractor at no additional cost to the Owner. The contractor is to offer the Owner additional training as the Owner may feel is needed at an additional cost. The contractor is to specify the hourly rate for this training as part of the bid submittal.
- B. All training is to take place after the systems are operational. Provide a minimum of two training sessions as defined by the following: Session 1 is to commence after the systems are operational, at a time defined by the Owner; the remaining training session is to take place at a later date specified by the Owner. It is anticipated that a total of 24 hours of training will be required.

### 3.04 FINAL CLEANING

- A. Perform cleanup in accordance with the Cleaning and Waste Management procedures in the facility.

- B. Upon completion of the work, remove refuse and rubbish from and about the premises, and leave the relevant areas and equipment clean and in an operational state. Repair damage caused to the premises by the installation activities, at no cost to the Owner.

END OF SECTION 27 41 16