

E-RATE SERVICES AGREEMENT

This E-Rate Services Agreement is entered into as of **March 21, 2018**, by and between the Perris Union High School District ("District"), a California public school district, and **GA Technical Services** ("Contractor"). In consideration of their respective rights and obligations pursuant to this Construction Services Agreement, the District and the Contractor agree as follows:

Section 1. Project. This E-Rate Services Agreement applies to the following Project:
E-RATE Bid #022118 Installation and Wiring of District Provided Access Points

Section 2. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").

Section 3. Component Parts of the Contract. This E-Rate Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- (i) Notice Inviting Bids;
- (ii) E-Rate Supplemental Terms and Conditions
- (iii) Instructions for Bidders
- (iv) Scope of Work
- (v) Outdoor WiFi Location Details
- (vi) IDF Locations
- (vii) Corner Mount Details
- (viii) PUHSD Master Specifications for Data Cabling Infrastructure
- (ix) Bid Form
- (x) Bid Bond
- (xi) Designation of Subcontractors
- (xii) Non-Collusion Declaration
- (xiii) Certification Page
- (xiv) Information Required of Bidders
- (xv) Iran Contracting Act Certification Form
- (xvi) Certification Regarding Contractor Registration
- (xvii) General Provisions
- (xviii) Special Provisions
- (xix) All RFIs and Addenda
- (xx) E-Rate Services Agreement
- (xxi) Performance Bond
- (xxii) Labor & Materials Payment Bond
- (xxiii) Contractor's Certification Regarding Workers' Comp
- (xxiv) Certification of Drug Free Workplace
- (xxv) Certification of Asbestos Free Materials

- (xxvi) Fingerprinting Notice & Agreement
- (xxvii) Contractor's Guarantee

Section 4. Contract Time. The District is seeking a contract term of 15 months. Services can commence as early as March 22, 2018 or the issuance of a notice to proceed, whichever is later. If services are provided prior to July 1, 2018, the District can retroactively seek E-Rate discounts if funded. Services will not take place without the written direction of the Purchasing Agent for any or all site(s). The Contractor shall mobilize and commence the Work on the date specified by the District. The Contractor must fully complete the Project within the overall number of consecutive days specified in the Special Provisions ("Contract Time") and in accordance with the Master Construction Schedule approved for the Project.

Section 5. Contract Price. As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: **SIXTY FOUR THOUSAND TWO HUNDRED THIRTY FOUR dollars and SIXTY FIVE cents (\$64,234.65)**. The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. Defined Terms. Capitalized terms used, but not defined, in this Construction Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 7. Due Authority of Signatories. Each person signing this E-Rate Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Services Agreement and the Contract of which this Construction Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this E-Rate Services Agreement by and through signature of their respective duly authorized representatives, as set forth below.

Perris Union High School District
(District)

(Contractor)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____