



San Ramon Valley Unified School District

REQUEST FOR BID

RFB # 747

For

Seal Coating & Localized Pavement Repair at Various Sites

Bids must be received no later than:

**Tuesday, May 9, 2017 @ 11:00 AM (Pacific Time)
And NO MINUTES, NO SECONDS**

Deliver response to the office of:

**Jasmine R. Gacusan, CPPO
Director of Purchasing
3280 Crow Canyon Road
San Ramon, CA 94583**

www.SRVUSD.NET

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NOTICE TO BIDDERS

RFB # 747

Notice is hereby given that the San Ramon Valley Unified School District (hereinafter referred to as "District") in the town of Danville, County of Contra Costa, State of California desires to solicit qualified bids for:

SEAL COATING & LOCALIZED PAVEMENT REPAIR AT VARIOUS SITES
FOR
MAINTENANCE AND GROUNDS DEPARTMENT

Each bid must be sealed, marked with the RFB # 747 and titled "SEAL COATING & LOCALIZED PAVEMENT REPAIR AT VARIOUS SITES FOR MAINTENANCE AND GROUNDS DEPARTMENT" and returned no later than:

3:00 pm (Pacific Time) and NO MINUTES, NO SECONDS on TUESDAY, May 9, 2017

to the office of Purchasing Director of the San Ramon Valley Unified School District, 3280 Crow Canyon Road, San Ramon, CA 94583. Bids will be publicly opened at that time. The District will not receive bids after the time set for opening thereof. It shall be the full responsibility of all bidders to ensure that bids are delivered to the above office by the time and date stated. It is the sole responsibility of the bidder to assure that the bid is received by the Purchasing Director prior to the bid opening deadline date and time. The District will not be responsible for late deliveries by U.S. mail or any other means. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Request for Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms contained in this RFB. Faxed bids will not be accepted. All bids shall be on the form provided for by the District.

CLARIFICATION DEADLINE

All questions regarding bid preparation, documents, discrepancies, omissions, the selection process, specifications and interpretations of the terms and conditions of the Request for Bid (RFB) must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than May 5, 2017 @ 11:00 am (Pacific Time).

Jasmine R. Gacusan, CPPO
Director of Purchasing,
Duplicating and Warehouse

Published dates: April 25 & May 2, 2017

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District encompasses the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities) as well as a small portion of the cities of Walnut Creek and Pleasanton. The district is comprised of 36 schools serving more than 30,000 students in Kindergarten through Grade 12.

Facts and Figures

36 Schools (communities: Alamo, Blackhawk, Danville, Diablo, San Ramon)
22 elementary schools
8 middle schools
4 comprehensive high schools
1 continuation high school
1 independent study school

Enrollment and Personnel

Number of Students 33,814
Number of Employees 4,136
 Number of Teachers 1,414
 Number of Administrators 80
 Number of Pupil Services Personnel 87
 Number of Classified Staff 1,155
Meals served per day: between 6,300 - 8,100

Budget/Funding

Year	Description	Budget
2014-15	Operating Budget Revenues	\$265,332,894
2014-15	Expenditures	\$260,920,237
2015-16	Operating Budget Revenue	\$313,106,212
2015-16	Expenditures	\$281,405,413
2016-17	Operating Budget Revenue	\$328,913,059
2016-17	Expenditures	\$317,285,858

CALENDAR OF EVENTS

Event	Date	
Legal Advertisement	April 25 and May 2, 2017	Daily Journal – San Ramon Valley Times
Bidder's Conference	n/a	n/a
Questions/Clarification Deadline	May 5, 2017 @ 11:00 am	Purchasing@srvusd.net
Bid Opening Date	May 9, 2017 @ 3:00 pm	Purchasing Conference Room – Service Center 3280 Crow Canyon Rd, San Ramon, CA 94583
Board Approval	May 23, 2017	District Office

DEFINITIONS

ASB – Apparent Successful Bidder

CONTRACT – The resulting contract issued by the SRVUSD Purchasing Department, which is also at times Referred to herein as the “Agreement”, or as the “Master Purchase Agreement”.

PROPOSAL - The term “Bid” “proposal”, and Quote, are used interchangeably herein and refer to the bid submitted in response to this Request For Bid (RFB).

PURCHASE ORDER (PO) - The documents to be furnished to the successful contractor(s) by SRVUSD Purchasing Department, specifically describes the work to be done and references back to the Master Purchase Agreement.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT - The terms, “Owner”, “District”, “SRVUSD”, “Purchasing Director”, “Buyer”, “Department”, are used interchangeably herein and refer to the same entity: San Ramon Valley Unified School District

REQUESTOR – The terms “Requestor”, “requesting department”, “department”, “end user”, “school site” or “originator”, are interchangeably herein and refer to the same entity, the receiver of goods and services.

RFB, RFP or RFQ are used interchangeably and mean solicitation for pricing, proposal, quote, bid.

SELLER--- The term “Seller”, “Supplier”, “Contractor”, “Bidder”, “Respondent”, “Provider”, “Offeror” and “Vendor”, are used interchangeably herein and refer to the same entity, the provider of goods and services to the District.

WORK - “Work” shall include all obligations, duties, requirements, and responsibilities required for the successful completion of the Contract by the Seller, including the furnishing of all supervision, labor, materials, equipment and other supplies, incidental with the execution of the Contract and in accordance with the terms and conditions set forth in the Contract.

JOB SITE LOCATIONS

The work will be performed in San Ramon Valley Unified School District property in District owned or operated buildings. See attached district boundary map.

INSTRUCTIONS and CONDITIONS

BIDDERS RESPONSIBILITIES

Each bidder is responsible for reading this entire document carefully and becoming familiar with all the instructions, terms and conditions, plans, specifications and drawings before submitting a bid. Bidders shall fully inform themselves of all conditions, in, at, and about the job site, if any, and any work that may have been done thereon. No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB #747.

Submittal of a bid shall be incontrovertible evidence that the bidder understands the bid requirements and has determined that the plans, instructions, specifications and/or drawings fall within an acceptable standard and are sufficient for bidding and delivering the required items; and that the bidder is capable of delivering items/equipment which comply with the plans, specifications and drawings within the required time frame.

Alternate or incomplete bids will NOT be accepted.

The Governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the bid.

No bid response shall receive consideration by the San Ramon Valley Unified School District unless made in accordance with the instructions of RFB # 747.

INTENT

To provide all labor, materials, tools, equipment, permitting, fees, licenses, and supervision necessary to complete the: Seal Coating & Localized Pavement Repair @ Various Sites, for the San Ramon Valley Unified School District (SRVUSD), in accordance with the specifications, terms and conditions contained herein. Contractor shall make every effort to minimize and coordinate downtime with the District. This includes site and protection and buildings. No interruption of the District operation shall be allowed. Any need to turn off utilities to surrounding buildings must be approved by the Owner in advance. Contractor shall coordinate all phases of the work with the Owner. The contractor shall submit a preliminary Scheduling and Work Sequence Schedule for review and approval.

PREPARATION OF BIDS

All bids must be prepared and submitted using only the bid schedule/pricing sheet, questionnaire or other forms included in the bid packages. Bids prepared on any other form will be rejected. Bids must be submitted in ink or typewritten; signature on bids must be in ink to be considered acceptable. Prices should be stated in units specified hereon. Numbers shall be stated in figures and words where so indicated, and signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations or erasures.

SUBMITTAL OF BIDS

Bid response may only be submitted to the office of the Director of Purchasing, in a sealed envelope, clearly marked with the Bid Number, Bid Name, Vendor Name and Date and Time bid is due. Bidders shall submit one (1) original signed set. Each bid received in response to this RFB shall remain the property of the District. Bidders are responsible for ensuring that their bids are received by the San Ramon Valley Unified School District Purchasing Department on or before the bid due date. No faxed, verbal or electronically transferred bids will be accepted. Postmarks indicating the date of mailing shall not be considered as evidence of receipt of bid. Any bids received after the schedule closing time for receipt of bids will be returned to the bidder unopened.

BONDS

Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

The successful bidder, simultaneously with the execution of the agreement, shall furnish a payment bond in the amount of 100% of the contract price and a faithful performance bond in the amount of 100% of the contract price. Bonds secured from a surety company issued by corporation duly and legally licensed to transact business in the State of California and approved by the District.

DEADLINE FOR RECEIPT OF BID

Bid proposals must be filed at the office of the Purchasing Director located at 3280 Crow Canyon Road, San Ramon, CA 94583 no later than **Tuesday, May 9, 2017 at 3:00 pm (Pacific Time) and no minutes, no seconds. It is their sole responsibility to see that their bid is RECEIVED by the Purchasing Department on-time.**

BIDDER'S CONFERENCE

NONE

CLARIFICATION DEADLINE

Questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to PURCHASING@SRVUSD.NET with subject title: BID CLARIFICATION, no later than **FRIDAY, May 5, 2017 at 11:00 am**. No oral interpretation of any provision in the contract documents will be made to any bidder. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said bid administrator. A copy of

Addendum will be emailed to each bidder as part of the bid documents. The District will not be responsible for any explanation or interpretation solicited outside of the clarification process set forth herein.

CONTACT

Any questions regarding administrative bidding procedures should be directed to the Director of Purchasing, Jasmine Gacusan, CPPO, at (925) 824-1834; jgacusan@srvusd.net

MODIFICATIONS

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

WITHDRAWAL OF BID PROPOSALS

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code sections 5101 et. seq.

BASIS OF AWARD

San Ramon Valley Unified School District intends to award to the lowest responsive, responsible bidder. Bids will be evaluated on basis of price, compliance to the specifications, statement of qualifications and references provided by the Bidder. The District reserves the right to consider quality, warranty, compatibility with existing equipment or set-up, and any other information considered to be in the best interests of San Ramon Valley Unified School District. Bidder may be required to demonstrate in their Bid response that they have the available resources necessary to successfully provide SRVUSD's requirements.

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

AWARD OF CONTRACT

A written purchase order and mutually signed contract will be furnished to the successful bidder within time for acceptance specified, result in a binding contract without further action by either party. The Purchase Order and contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. If two identical low bids are received from responsive responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117.

DISTRICT'S RIGHTS AND OPTIONS

San Ramon Valley Unified School District reserves the following options:

1. The right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, or postpone selection for its own convenience, without indicating any reasons or to negotiate with any, all, or none of the respondents to the RFB. This RFB does not obligate the San Ramon Valley Unified School District to negotiate or award a contract.
2. The right to waive any informality or non-substantive irregularity as the interest of the District may require.
3. The right to award in whole or in part.
4. The right to issue subsequent request for bids.
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept Supplier's signed offer and issue a purchase order directly to the supplier based on this bid document.
8. The right to add additional sites during the life of the contract with all terms and condition remaining the same as prescribed in this bid solicitation.
9. The District reserves the right to accept and award the contract within ninety (90) days of the submission deadline date. Any offer not otherwise extended or accepted within this time period may be rejected.

Award of this bid does not imply exclusive agreement with the San Ramon Valley Unified School District.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the drawing and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid. If an addendum or addenda have been issued by the District and not noted as being received by the bidder, the Proposal may be rejected.

BID PROTEST

Should any bidder question or protest the award of contract to the apparent low bidder, such question or protest must be furnished in writing to the Director of Purchasing no later than three working (3) days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria).

GOVERNING BOARD

This bid will result in award of a formal contract. The award of the contract will be by action of the Governing Board and to the lowest responsible, bidder from among those bidders responsive to the call for bids unless otherwise specified. In the event an award is made to a bidder and the bidder

fails, or refuses, to execute the contract and provide the required documents within 10 days after notification of award of the contract, the District may award the contract to the next lowest bidder or release all bidders.

PUBLIC RECORDS

All responses to the BID will become the property of the District. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the District as public records. The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

If a Bidder believes that portions of a proposal constitute trade secrets or confidential or financial data, then the Bidder must so specify by, at a minimum, stamping in bold red letters, the term "CONFIDENTIAL" on that part of the proposal which the Bidder believes to be protected from disclosure. The Bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Bidder believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. The Bidder is hereby notified that the District may consider all or parts of the offer public information under applicable law even though marked confidential.

TAXES

Taxes shall be included in the proposed prices if it involves labor and materials. The District is subject only to State of California, Contra Costa County sales tax, which will be collected by the vendor. Federal excise taxes are not applicable to schools districts, and shall not be paid by the District.

ERRORS AND CORRECTIONS

No erasures or white-out will be permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by the person signing the bid. Verify your bids before submission as they may not be withdrawn or corrected after being opened or withdrawn after the specified time period has elapsed.

COST OF BID PREPARATION

Cost of preparation of the response to this Invitation to Bid is solely the responsibility of the vendor. San Ramon Valley Unified School District accepts or implies no liability in the cost of the bid preparation.

WARRANTY/QUALITY

Manufacturer's warranty must be included as part of any bid. The supplier, manufacturer, or their assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for a period recommended by the manufacturer from the actual delivery

date. Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

EXECUTION OF CONTRACT

After the Governing Board approves and award the contract to the successful bidder, the successful bidder shall, within seven (7) working days must provide to the District appropriate bonds (if required) and insurance. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the District may award the work to the next responsible bidder, or may reject all bids and call for new bids.

DELIVERY

Time is of the essence. Delivery shall be no later than 60 days from date of award of bid. If unable to meet this deadline, please indicate on bid price page. The District reserves the right to postpone delivery up to 30 calendar days at no additional cost.

FOB DESTINATION PRICING

Bidders must quote prices F.O.B. destination, to the delivery location. Pricing or discounts should be stated in the units specified herein and bidders should quote each manufacturer separately. The District is not obligated to pay shipping and handling charges, fuel surcharges, drayage or labor charges not indicated herein.

FAILURE TO BID

If a bidder does not bid on any line item, the bidder is required to write “no bid” in the space provided. If a bidder is no bidding the entire project, the bidder is required to write “no bid” across the face of the bid form, place the company name, sign and date the form and return the form to the purchasing department. Failure to notify the District of a no bid may result in the vendor being removed from the District’s bidders list.

EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization, background check certification, proof of registration with the Department of Industrial Relations or other factors and submittals contributing to the successful execution and completion of the contract.

NON-COLLUSION AFFIDAVIT

A non-collusion affidavit must be executed and submitted with this bid. The certificate is included as part of this bid package.

RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Contra Costa County.

TRANSFER OF INTEREST

No interest in the contract shall be transferred to any other party without permission of the District.

INDEMNIFICATION AND HOLD HARMLESS

The successful bidder has the entire responsibility for any and all injury to the public and to individuals. The successful bidder expressly agrees to indemnify, defend and hold the District, its Board Members, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.

NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the San Ramon Valley Unified School District fails to appropriate or allocate funds for future payments under the Agreement, San Ramon Valley Unified School District will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

TERMINATION

This Agreement may be terminated by District at any time upon thirty (30) days written notice. In the event of termination, the Vendor shall be entitled to compensation for services performed and/or provided; or items delivered and accepted to the effective date of termination. However, the District may condition payment of such compensation upon acceptance with full satisfaction of the deliverables.

FAILURE TO PERFORM

The San Ramon Valley Unified School District, upon written notice to the Vendor, may immediately terminate this Contract should the Vendor fail to perform properly and correct any of its obligations hereunder or any substandard performance that is unacceptable to the District. In the event of such termination, the District may proceed with the work in any reasonable manner it chooses. The cost to the District of completing the Vendor's performance shall be deducted from any sum due to the Vendor under this Contract, without prejudice to the District's rights to recover damages.

ATTORNEY'S FEES

In the event a suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

PREVAILING WAGE

If applicable, the Successful Bidders/Proposers hereby stipulate that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the San Ramon Valley Unified School District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof. Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

The Contractor shall maintain payrolls and basic records relating thereto during the course of the work for all laborers and mechanics, including apprentices, trainees, watchmen, and guards working at the site of the work. Such records shall contain the name and address of each employee, his correct classification, rate of pay (including rates of contributions for, or costs assumed to provide various fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

SUBCONTRACTS

Pursuant to the Subletting and Subcontracting Fair Practices Act, Government Code Section 4100-4114, inclusive, every bidder shall, on the enclosed form set forth the name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid and the portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidders total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the District, either substitute any person as subcontractor in place of the subcontractor designated in the original bid, permit any subcontractor to be voluntarily assigned or transferred, allow the work to be performed by anyone other than the original subcontractor listed in the bid or sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor. SRVUSD shall have the authority to approve changes of, or additions of, subcontractors. Such permission shall be requested in writing and must be approved in writing. Nothing contained in the contract documents shall be held to create a direct contractual relationship between any subcontractor and the District.

No subcontractor will be recognized as such; all persons engaged this contract will be considered employees of the Supplier, and he will be held responsible for their work that shall be subject to all the provisions of the contract document.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

CHANGE ORDERS

SRVUSD may prescribe a modification of requirements or methods of work, and for such purposes, the District may, at any time during the life of the contract, by written order make such changes, as he shall find necessary. If such changes increase or reduce the quantity or amount of work to be done, the contract price shall be subject to an equitable adjustment.

All contract changes, such as changes in the scope of work, must be handled as Contract Change Orders. Contract Change Orders shall be in writing and authorized in advance by both the Project Manager and the Purchasing Department.

The Contractor shall proceed to immediately perform the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes, or in time required to complete the contract due to the changes.

COMPLIANCE WITH OSHA

Bidder agrees that all items offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the District harmless for any failure to so conform.

COMPLIANCE WITH LAW

Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties and that failure to do so shall constitute material breach.

INSURANCE REQUIREMENTS

During the term of this agreement, successful bidder will maintain and keep in force insurance of the types and in the minimum amounts set forth below:

Insurance	Minimum Limits of Liability
Worker’s Compensation	\$1,000,000
Employer’s Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these

requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

TOBACCO FREE SCHOOLS

State law prohibits tobacco or use of tobacco on any of District property.

COMPLETION AND LIQUIDATED DAMAGES

Time is of the essence in this Contract, and the time of completion for this Project shall be in accordance with the dates established in the milestone schedule.

Milestone Schedule

<u>Date</u>	<u>Activity</u>
Week of June 5th	Notice to Proceed
July 31, 2017	Completion of all work as specified
August 4, 2017	Punch list complete
August 7, 2017	Contract complete

Liquidated damages apply as of;

August 4, 2017 scope pursuant to the Milestone Schedule

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **(ENTER AMOUNT (\$400.00) per calendar day** for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the Project milestones is delayed beyond the completion date; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties.

DISABLED VETERAN BUSINESS ENTERPRISES

In accordance with Education Code 17076.11, the Owner has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds expended each year by the Owner on projects that use funds allocated to the Owner by the State Allocation Board pursuant to the Leroy f. Green School Facilities Act of 1998 for construction or modernization. The contractor shall provide the Prime Bidder Certification of DVBE Enterprise Participation form to the Owner with return of executed contract so that the Owner can assess its success at meeting this goal.

NON-INTEREST OF DISTRICT OFFICIALS

The Contractor hereunder represents that the only persons or parties interested in this transaction as principals are those named herein; that no director, officer, Board Member or employee of the San Ramon Valley Unified School District is in any manner interested directly or indirectly in this

transaction or in the profits to be derived therefrom.

FINGERPRINTING

Section 45125.1 of the California Education Code is hereby made part of this bid solicitation as if written in its entirety herein.

REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

SPECIAL PROVISIONS
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

Identification of Contract Documents: The Contract Documents are hereby defined to include but not limited to: all Bidding Documents (including Notice to Bidders, Request for Bid, Addenda [if any], and Bid Forms); the Purchase Order; Master Purchase/Contract Agreement, Exhibits, Survey/Questionnaire, District boundary map, Forms, Schedule A - G and Provisions of SRVUSD.

SUBMITTALS – Non-submittal will disqualify bidders and bid response will be considered non-responsive.

CHECKLIST:

_____ **BID FORM**

Bid Form is a required submittal item and will be used as basis of award along with the vendor’s suitability to provide the District with the best overall value.

_____ **LIST OF REFERENCES (Schedule A) – must be returned along with the bid form**

Provide a list of three (3) references with similar scope to this project, which have been performed within the past three (3) years. Use provided reference list form.

_____ **FINGERPRINT FORM (FORM B) - must be returned along with the bid form**

_____ **SURVEY/QUALIFICATION/QUESTIONNAIRE FORM (Schedule C) - must be returned along with the bid form.**

_____ **ADDENDA (Schedule D) - must be returned along with the bid form**

_____ **NON COLLUSION (Schedule E) - must be returned along with the bid form**

_____ **WORKER’S COMPENSATION FORM (Schedule F) - must be returned along with the bid form**

_____ **DESIGNATION OF SUBCONTRACTORS (Schedule G) - must be returned along with the bid form**

_____ **BID BOND (Schedule H) – must be returned along with the bid**

_____ **Payment Bond (Sched H.1) – submitted by successful bidder with the signed contract**

_____ **Performance Bond (Sched H.2) – submitted by successful bidder with the signed contract**

_____ **PROOF OF INSURANCE – submitted by successful bidder with the signed contract**

_____ **STATE OPERATOR’S LICENSE – must be provided along with the bid**

GENERAL REQUIREMENTS

1. Must possess all Contractor's License, permits, and professional credentials necessary to supply products and perform services as specified in this BID. Licenses, permits, certifications and credentials must stay current and remain valid for the entirety of the contract.
2. Bidder shall possess a minimum of three (3) years demonstrated successful operation of this type of service, servicing similar or equal size facilities.
3. Bidder has continuously engaged in the business of seal coating & localized pavement repair for at least three (3) years.
4. Proper conduct is expected from the Contractor's personnel when on any District site. This includes adhering to non-smoking policy, drug or alcohol free work place. District has the right to request removal of any of the Contractor's personnel not adhering to these policies. All work shall be performed in a professional manner according to generally accepted industry standards.
5. Contractor's personnel shall carry appropriate identification, uniform, badges when working on any of the District site. During business hours, contractor's personnel are required to check-in with the site's office manager or front desk.
6. District may or may not require a site or tour visit of the central station prior to award of this bid.

ACCOUNT MANAGER/SUPPORT STAFF

Contractor provider shall provide adequate, competent support staff that is assigned to the District's account during normal working or business hours, Monday through Friday. Representative(s) shall be knowledgeable about the contract, services provided, products and able to identify and resolve quickly any issues including but not limited to orders and billing issues.

WORKMANSHIP AND QUALITY LEVEL

All work shall be performed by experienced and qualified staff that are directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision through a competent foreman as required to implement modern methods and procedures.

The Contractor shall be responsible for the skills, methods and actions of all employees, subcontractors and for all work done.

The Contractor shall cooperate with the representative authorized by the San Ramon Valley Unified School District to enable them to determine the Contractor's conformity with these specifications and the adequacy of the work being performed. The Contractor shall give personal supervision to the work and be available for consultation with the Director of Maintenance and Grounds or designated representative, a minimum of twice per month, or at a schedule mutually agreed upon.

WARRANTY

Contractor guarantees and warrants that the work provided in accordance with generally accepted industry standards, practices, and principles applicable; be of merchantable quality; be fit for San Ramon Valley Unified School District's particular needs and purposes; and not infringe any patent, trademark, copyright, or any other rights of third parties. If any of the forgoing warranties is breached, Contractor shall correct all defects and nonconformities; be liable for all direct, indirect,

consequential, and other damages suffered by District or other persons; and defend and indemnify the District from any claim asserted by any person resulting in whole or in part from such breach. See section 01 7400 for details on Warranties/Guarantees.

LIABILITY FOR DAMAGES

The Contractor shall be fully responsible for any and all damages done to the District's property that resulted from the Contractor's operations. This shall include, but not limited to, the repair, removal and replacement, at Contractor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damage due to negligence in pest and disease control practices; and/or due to improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. This shall also include any damage done to buildings and other improvements due to Contractor's negligence. The Director of Maintenance and Grounds or designee shall determine the negligence. The District shall be responsible for replacing any plant material that has died as a result of vandalism or theft.

PROTECTION AND SECURITY OF WORK SITES

The Contractor shall be responsible for the protection and securing of certain work sites. This may include opening and closing of said sites. The Contractor shall obtain the necessary keys from the Director of Maintenance and Grounds for use in securing all gates and locks associated with said sites.

CERTIFIED PAYROLL RECORDS

Upon request in writing by the San Ramon Valley Unified School District, the contractor shall, within five (5) working days, furnish a certified copy of the latest payroll period prior to the date of said request. The request may be on a monthly basis to verify prevailing wage. This record shall reflect payments for all of the Contractor's employees working under this contract during the payroll period. The District may request copies of any or all such payrolls during the life of this contract.

CONTRACTOR INVOICE AND PAYMENT INFORMATION

1. Billing Instructions

Unless otherwise specified, all invoices shall be billed to: San Ramon Valley Unified School District, Accounts Payable Section, 699 Old Orchard Drive, Danville, CA 94526-4331. Each invoice shall indicate Contractor's name and mailing address, SRVUSD's agreement and/or Purchase Order number, and the beginning and ending billing dates.

2. Payment

Unless a specific term discount is offered, SRVUSD will make payment within 30 calendar days after receipt of invoice by the District. Where the Contractor offers a payment discount, the District will take this into consideration when making payment. The District, at its option, may verify the correctness of the invoice.

3. Right to Withhold Payment

The San Ramon Valley Unified School District may withhold or nullify the whole or any part of any payment due the Contractor to such extent as may be reasonably necessary to protect the

District from loss as a result of:

- a) Defective work not remedied in accordance with provisions of the Contract Documents
- b) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens
- c) Failure of the Contractor to make payments properly for labor, services, materials, equipment or other facilities or to subcontractors
- d) Damage to other work or property
- e) Failure of the Contractor to maintain all records as required; submitting progress schedules, weekly payroll records and any other such items as may be required by this specification.

BID FORM

For

Seal Coating & Localized Pavement Repair at Various Sites

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offeror, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby propose and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, applicable taxes and all utility and transportation services necessary to perform all of the work required in connection with:

BID #747

All in strict conformity with the specifications and other contract documents, including any addenda issued and on file at the Office of the Director of Purchasing.

Furnish all labor, materials, equipment, transportation, disposal, travel, taxes, and all costs to complete project.

BASE BID

_____ \$ _____
(Amount in words)

TERMS - Cash terms (if applicable) _____% _____ Days

FOB – Destination

VENDOR'S LICENSE STATEMENT

The undersigned certifies that he/she or the firm he represents holds the appropriate license as required and specified for:

License No. _____ Expiration Date _____

Classification No. & Title _____

PROJECT START DATE

Within _____ working days of issuance of Purchase Order and Contract Agreement.

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

NO BID IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ EMAIL: _____

SIGNATURE: _____ NAME: _____
(Authorized Agent) (Please Print)

TITLE: _____ DATE: _____

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, his signature shall be placed above.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE A

BIDDER'S REFERENCE AND STATEMENT OF EXPERIENCE

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references of similar size contract within the last five (5) years within a 30-mile radius of SRVUSD so that we may inspect the area if necessary:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE B

EMPLOYEE FINGERPRINT & CRIMINAL BACKGROUND CHECK CERTIFICATION TO THE SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

_____ acknowledges
(vendor/contractor name)

that the Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and similar services. Section 45125.1 requires that employees who will come into contract with pupils of the school district must be fingerprinted and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

It is hereby certified to the San Ramon Valley Unified School District that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receive notice from the contractor and the school district grants written permission under conditions specified by the school district.

I, _____, as an officer/owner/agent
(please print name)
of _____, hereby certify that I am duly
(vendor/business name)

authorized to enter into the above certification.

Signature

Date

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE C

SURVEY – QUALIFICATION and QUESTIONNAIRE FORM

1. How many employees in your firm? How many are assigned to the District account?
2. How many years have been in business?
3. Provide copy of current Contractor State license to perform the work in conformance with the provisions of the State Business and Professions Code.
4. Office location supporting the District’s account.
5. Describe the functional structure of your organization (ie. supervision of maintenance staff, office staff, etc).

6. Describe experience and qualifications as it applies to past and current references.

7. List any additional information relevant to this bid solicitation that will be helpful in evaluating your ability to successfully operate the business.

8. Are you engaged in any litigation, which could affect your ability to perform under this agreement?

YES _____ NO _____ If yes, give details in an attached statement.

9. If awarded the contract, the Bidder intends to carry on the business as: an individual (), Partnership (), Joint Venture (), Corporation (), other (). If "other", attach an explanation.
10. If partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

NAME	ADDRESS	SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Organization: _____

General or Limited Partnership: _____ (if applicable)

Agreement Recorded: _____ (County); _____ (State); _____ (date)

Registered in California? _____ (yes) _____ (no), If yes, when? _____

11. Have you ever had a bond or surety denied, canceled, or forfeited?

YES _____ NO _____ If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

12. Have you ever declared bankruptcy or been declared bankrupt?

YES _____ NO _____ If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets in an attached statement.

13. Have any agreements held by you for the same or similar projects ever been canceled before end of contract date?

YES _____ NO _____ If yes, give details in an attached statement.

14. Have you ever been sued by another jurisdiction or Contractor for issues pertaining to fee payment, performance, or other issues for roofing installation projects?

YES _____ NO _____ If yes, give details in an attached statement.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE C.1

QUALITY ASSURANCE

Submit a sample of detailed description of your quality assurance program intended to ensure a successful workmanship and materials warranty.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE D

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

(Check Appropriate Space(s) for Addenda Received)

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE E

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

The undersigned declares:

I, _____ of _____, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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 or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE F

CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to this employees.’

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s 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 this contract.

SIGNATURE: _____

Print Name: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must signed and filed with the awarding body prior to performing any work under this contract.)

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE G

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

IF THERE ARE NO SUBCONTRACTORS, PLEASE STATE "NONE"

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SCHEDULE H

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the **San Ramon Valley Unified School District, of Contra Costa County, State of California**, "Owner" in the sum of _____ Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____ in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

Principal

Business Address

Corporate Surety

Business Address

By: _____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

*****Submitted by successful bidder with the signed contract*****

Schedule H.1

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, **San Ramon Valley Unified School District of Contra Costa County, State of California**, (the "Owner" of the public works project described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

SEAL COATING & LOCALIZED PAVEMENT REPAIR @ VARIOUS SITES

Which said agreement dated _____, _____, and all of the Contract Documents are hereby referred to and made a part hereof;

And

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars (\$_____) which sum well and truly 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 said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees 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 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 effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Principal

Surety

By: _____
Attorney-in-Fact

The above bond is accepted and approved this ____ day of _____.

(The above must be filled in by Corporate Surety).

*****Submitted by successful bidder with the signed contract*****

Schedule H.2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, (Contractor/Address) as Principal and _____ as Surety, are held and firmly bound unto the **San Ramon Valley Unified School District**, in the County of Contra Costa, State of California, hereinafter called the "Owner", in the sum of _____ Dollars (\$_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 20____, for construction of:

SEAL COATING & LOCALIZED PAVEMENT REPAIR @ VARIOUS SITES

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said 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 or the specifications accompanying the same, 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 terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by _____)
(Principal and Surety, _____)
(And acknowledged and _____)
(Notarial Seal attached _____)

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By: _____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

(The above must be filled in by Corporate Surety)

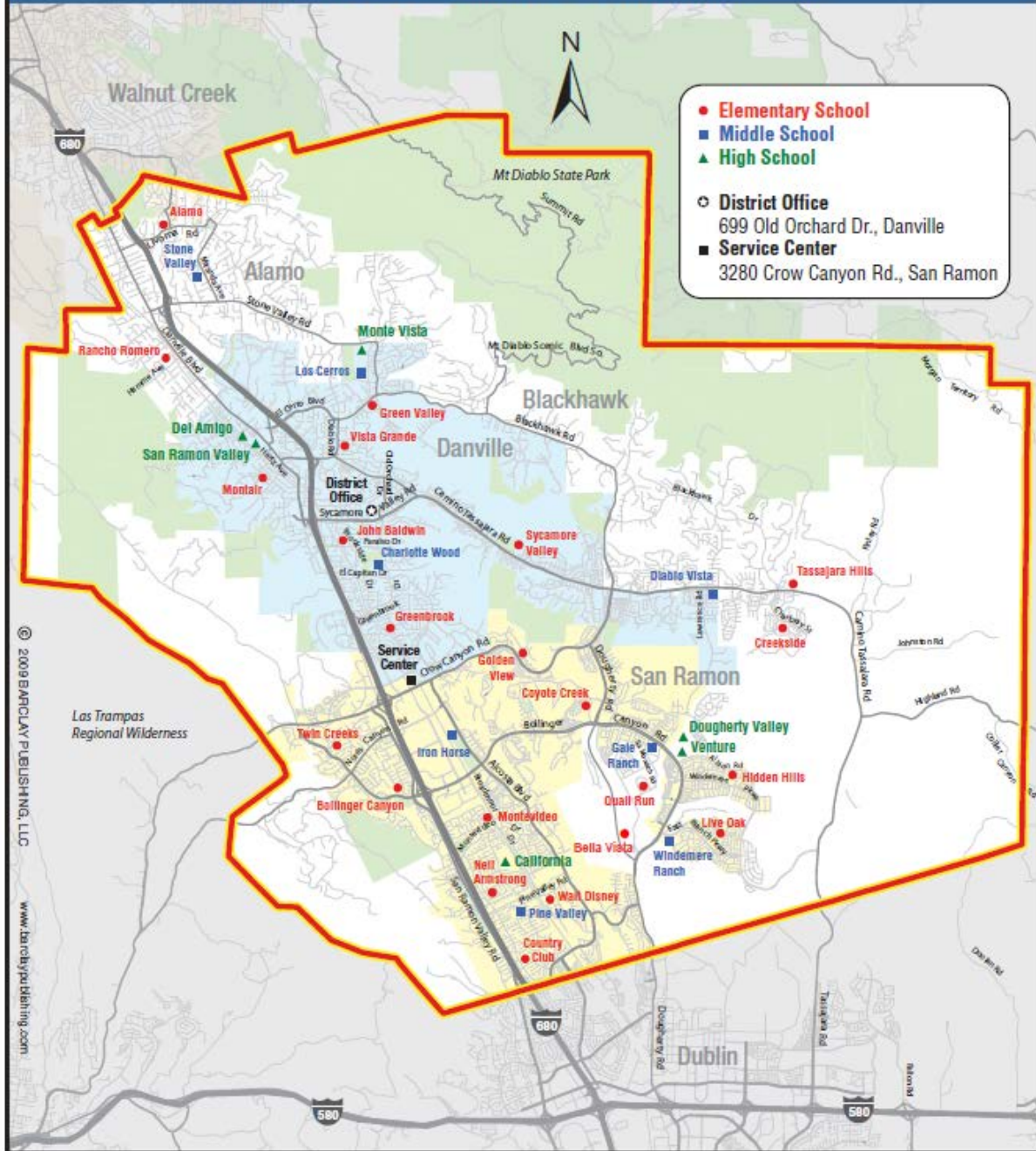
DISTRICT BOUNDARY MAP



San Ramon Valley Unified School District

699 Old Orchard Drive, Danville, CA 94526

Phone: (925) 552-5500 | Fax: (925) 838-3147 | www.srvusd.net



SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Vendor" shall be construed to mean the Seller from whom work and services are purchased by the District. The work and services described in the accompanying Purchase Order hereinafter shall be designated as "The Work".

1.01 Laws to be Observed: The Vendor shall comply with all applicable, existing and future Federal, State and local laws, including O.S.H.A. standards, and all regulations of the District which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, including but not limited to fingerprinting under Education Code 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and other legal requirements for the performance of duties and that failure to do so shall constitute materials breach.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: The Vendor hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

1.06 Patents: The Vendor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.08 Responsibility for Damage: The Vendor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Vendor, to any subcontractor, to the District, to District employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the District, or of parties designated in any purchase order provisions. Said Vendor shall assume the defense of and shall indemnify and hold harmless the District, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Vendor or subcontractors from liability under this clause.

1.09 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the District, the Vendor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Vendor shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the District, officers, employees or agents of the San Ramon Valley Unified School District, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of District: The San Ramon Valley Unified School District shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Vendor Not an Agent of the District: The right of general supervision of the District shall not make the Vendor an agent of the District; and the liability of the Vendor for all damages to persons or to public or private property arising from the Vendor's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the Inspection of Authorized District employee nor any payment of money, nor acceptance of any part or whole of The Work by the District or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Vendor shall promptly obtain, at the Vendor's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Vendor's agent or broker to the District's Purchasing Division for review and approval. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Vendor confer with their insurance carrier or broker to determine in advance submission of the availability of insurance coverage and endorsements as prescribed and provided herein.

(1) The Vendor shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Vendor's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out of occurrences on The Work.

(2) The Vendor shall take out and maintain in the name of the Vendor and the District as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the District, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Vendor, by the District, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Vendor's, District's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury

Worker's Compensation	\$1,000,000
Employer's Liability Comprehensive	\$1,000,000
General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
Automobile Liability	\$1,000,000

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be sent to the District with at least 10 days prior written notice, by certified mail, return receipt requested.
- (h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Vendors shall not commence work until such insurance has been approved by the District. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material Outside the Public Right of Way: The Vendor shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.18 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Director. Consent will not be given to any proposed assignment which would relieve the Vendor or its surety of their responsibilities under the order.

1.19 Time of Completion: The Vendor shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.20 Care and Protection: The Vendor shall be entirely responsible for any damage to the District's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Vendor when and as directed by the District's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.21 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) The Vendor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

1.25 Hazardous Material Requirements: The Vendor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The Vendor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the District, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. No hazardous material will be introduced

onto the job site until the District gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The Vendor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) Violation of any of the above procedures shall be sufficient cause for the District to stop all work. Any expense incurred by the District caused by the work stoppage will be borne by the Vendor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(6) The Vendor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a city drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: Vendors are encouraged to use recycled materials, reusable, environmentally sustainable green products, and products designed to be recycled. However, products must not compromise the performance or operational effectiveness of the product or material. Green products must not detrimentally affect the health and safety of the staff, students or all other employees of the District.

1.27 REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.