



San Ramon Valley Unified School District

REQUEST FOR BID

RFB # 811

For

Seal Coating & Localized Pavement Repair at Various Sites

Bids must be received no later than:

**Wednesday, May 1, 2019 @ 3:00 PM (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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**SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
699 OLD ORCHARD DRIVE
DANVILLE, CA 94526**

NOTICE TO BIDDERS

RFB # 811

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 # 811 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 WEDNESDAY, MAY 1, 2019

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.

A **bidder's conference** will be held on **Tuesday, April 23, 2019 @ 10:00 am** at 3280 Crow Canyon Road, San Ramon, CA 94583 for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged attend bidders conference to address any questions or clarifications.

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 Thursday, April 25, 2019 @ 11:00 am (Pacific Time).

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

Publish Dates: April 9 & 16, 2019

INTRODUCTION

ABOUT THE DISTRICT

The San Ramon Valley Unified School District (SRVUSD) covers an 18 square mile area, encompassing the communities of Alamo, Blackhawk, Danville, Diablo, and San Ramon (including the new Dougherty Valley communities in east San Ramon) as well as a small portion of the cities of Walnut Creek and Pleasanton. The District is comprised of 36 schools serving more than 32,000 students in Transitional Kindergarten through Grade 12.

The District employs approximately 4,500 people, hiring 250-300 employees per year. With an annual operating budget of over \$337 million, SRVUSD receives more than \$17 million per year in parent/private donations, and approximately \$6.9 million per year from a local parcel tax.

Facts and Figures

36 Schools (22 elementary schools; 8 middle schools; 4 comprehensive high schools; 1 continuation high school; 1 independent study school)

Additional information on SRVUSD can be found at: www.srvusd.net

CALENDAR OF EVENTS

Event	Date	
Legal Advertisement	April 9 & 16, 2019	Daily Journal – San Ramon Valley Times
Bidder’s Conference	Tues, Apr 23, 2019 @ 10:00 am	Service Center, 3280 Crow Canyon Road, San Ramon, 94583
Questions/Clarification Deadline	Thu, Apr 25, 2019 @ 11:00 am	Purchasing@srvusd.net
Bid Opening Date	Wed, May 1, 2019 @ 3:00 pm	Purchasing Conference Room – Service Center 3280 Crow Canyon Rd, San Ramon, CA 94583
Board Approval	Tues, May 21, 2019	District Office

Note: All dates subsequent to receipt of proposals are estimated and subject to change without notice.

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 #811.

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.

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 **Wednesday, May 1, 2019 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

A bidder's conference will be held on **Tuesday, April 23, 2019 @ 10:00 am** at Service Center, 3280 Crow Canyon Rd, San Ramon, CA 94583 for the purpose of acquainting all prospective bidders with the bid documents and the scope of the entire project. Vendors are highly encouraged to attend this conference to address any questions or clarifications.

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 **Thursday, April 25, 2019 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.

ADDENDA OR BULLETINS

Any addenda or bulletins issued during the time of bidding shall form a part of the scope of work 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.

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.

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.

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.

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.

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.
10. The District reserves the right to visit and conduct a site tour of the Contractor's Central Station prior to award of bid.

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

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.

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 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.

INCIDENTAL AND CONSEQUENTIAL DAMAGES

The Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions, or from the acts or omissions of its permitted subcontractor pursuant to Section 8 ("Subcontracting"). Nothing in this Section shall constitute a waiver or limitation of any rights that the District may have under applicable law.

NON-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Contract.

Contractor acknowledges that, pursuant to the Americans Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

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>

CERTIFIED PAYROLL RECORDS

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.

CONTRACTOR'S FINANCIAL OBLIGATIONS

The work embraced herein shall be in accordance with Section 7-1.01 A, Labor Code Requirements, of the State of California Standard Specifications dated May 2006. Pursuant to Section 1770 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be performed.

The Contractor shall have full responsibility, and subsequent liability for enforcing the general prevailing wage rate requirements upon all subcontractors utilized by the Contractor in the performance of this contract. The District reserves the right to request all certified payrolls at any time. None compliance to submittal of certified payrolls may result in termination of the contract.

The Contractor shall make prompt payments for all labor, materials, and services furnished to or for him in accordance with the Contract requirements. Prior to submitting a request for final payment, the Contractor shall provide the District with lien releases or conditional lien releases for all subcontractors and suppliers used on this project.

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.

CLAIMS

All claims of \$375,000 or less which arise between the contractor and the local agency shall be subject to the settlement and arbitration provisions set forth in Public Contract Code Sections 20103 through 20104.8, which provisions are incorporated herein by this reference.

PRICE, TERMS AND CONDITIONS

Price, terms and conditions of this bid are considered valid for sixty (60) days, from date of bid opening, unless the offering party in writing allows for a longer period of time.

Any cash discounts given to the District must be so stated on the bid.

Prompt payment discounts offered for payment will not be considered in evaluating offers for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

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.

WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor hereby acknowledges the following statement:

"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 documents."

The Contractor shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

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.

FINGERPRINTING

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

TOBACCO FREE SCHOOLS

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

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, 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.

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.

<u>Milestone Schedule Dates</u>	<u>Activity</u>
Week of June 3rd	Notice to Proceed
June 10, 2019	Start Date
August 2, 2019	Completion of all work as specified
August 9, 2019	Punch list complete
August 12, 2019	Contract complete

Liquidated Damages apply as of: **August 13, 2019** 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.

LOSS OR DAMAGE

The Contractor shall take and assume all responsibility for the work. The Contractor shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection

therewith to persons and/or property, and shall fully indemnify the District from and against the same.

The Contractor, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the District, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Contractor, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Contractor or any Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

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.

CHECKLIST
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS
SUBMITTALS – Non-submittal will disqualify bidders.

REQUIRED AT BID SUBMISSION

- BID FORM**
- LIST OF REFERENCES (Schedule A)**
- FINGERPRINT FORM (FORM B)**
- SURVEY/QUALIFICATION/QUESTIONNAIRE FORM (Schedule C)**
- ADDENDA (Schedule D)**
- NON COLLUSION (Schedule E)**
- WORKER’S COMPENSATION FORM (Schedule F)**
- DESIGNATION OF SUBCONTRACTORS (Schedule G)**
- PROOF OF INSURANCE (Schedule G.1)**
- BID BOND (Schedule H)**
- STATE OPERATOR’S LICENSE**

POST AWARD REQUIRED DOCUMENT

- ENDORSEMENT OF INSURANCE – submitted by successful bidder after award of contract**
- 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**

SPECIAL PROVISIONS
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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.

PROSECUTION AND PROGRESS

Unless otherwise specified, the Contractor shall submit his/her progress schedule for the District's approval within 10 days after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the District, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the District's request, submit a revised schedule for completion of the work within the contract time and modify his/her operations to provide such additional materials, equipment, and labor necessary to

meet the revised schedule. Should the prosecution of the work be discontinued for any reason, the Contractor shall notify the District at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the owner.

SCHEDULE

Progress schedules will be required for this Contract. The Schedule shall be subject to review and approval of the District. The Schedule shall clearly show the sequence of work and shall specifically list:

1. The start and completion dates of all work items
2. Dates of submittals, procurement, delivery, installation and completion of each major requirement
3. Lead time required for testing, inspection and other procedures required prior to acceptance of work

Due to the potential presence of staff, students and parents, Contractor will be held and abide by the District approved Schedule. Time delays will not automatically mean that an extension in the calculated completion date is warranted.

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.
4. All Work will be paid for at a contract price of per site area completion (see Bid Form). Contractor shall submit to the District request for payment for the cost of the Work completed. Such requests for progress payment shall be based upon prices submitted on the bid form. The District shall retain 5% of such value of work done. All the sums of retention money will be released thirty-five calendar days after the District accepts the project and files its notice of completion of the entire work, it shall pay the balance of the contract price and the 5% retention amount on each progress payment withheld. With the exception that there are no claims for labor and materials and no liens or withhold notices filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against the Contractor.
 5. Final payment shall not be due until the District has inspected and approved the Work as complying with the contract AND all the Work and all materials, labor, warranties, as built plans, equipment and equipment literatures to be incorporated therein are delivered and accepted by authorized representatives of the SRVUSD. Contractor shall submit final requests for payment for the cost of the Work, which will show deductions for prior payments and amounts retained.
 6. The District shall use reasonable diligence to discover and report to the Contractor as the work progresses, the materials and labor which are not satisfactory, so as to avoid unnecessary trouble or cost to the Contractor in making good on any defective work or parts.

SCOPE OF WORK

District Wide	2019 Asphalt Package	Square Feet
Alamo	Area Around Childcare - Remove & Replace Asphalt 4" Asphalt curb 100 linear ft.	3,125
John Baldwin	Area A - Remove & Replace Asphalt. Restripe to match existing	21,054
Montair	Area B - Remove & Replace Asphalt. Restripe to match existing	19,744
Montevideo	Area J - Dig out and patch back Asphalt	250
Pine Valley	Area C - Remove & Replace Asphalt. Restripe to match existing	22,960
Rancho Romero	Area D - Crackfill/Seal Coat Restripe to match existing	3,605
Rancho Romero	Area E - Digout allow 400 sq.ft./Crackfill/Seal Coat. Restripe to match existing	87,783
TOTAL		158,521

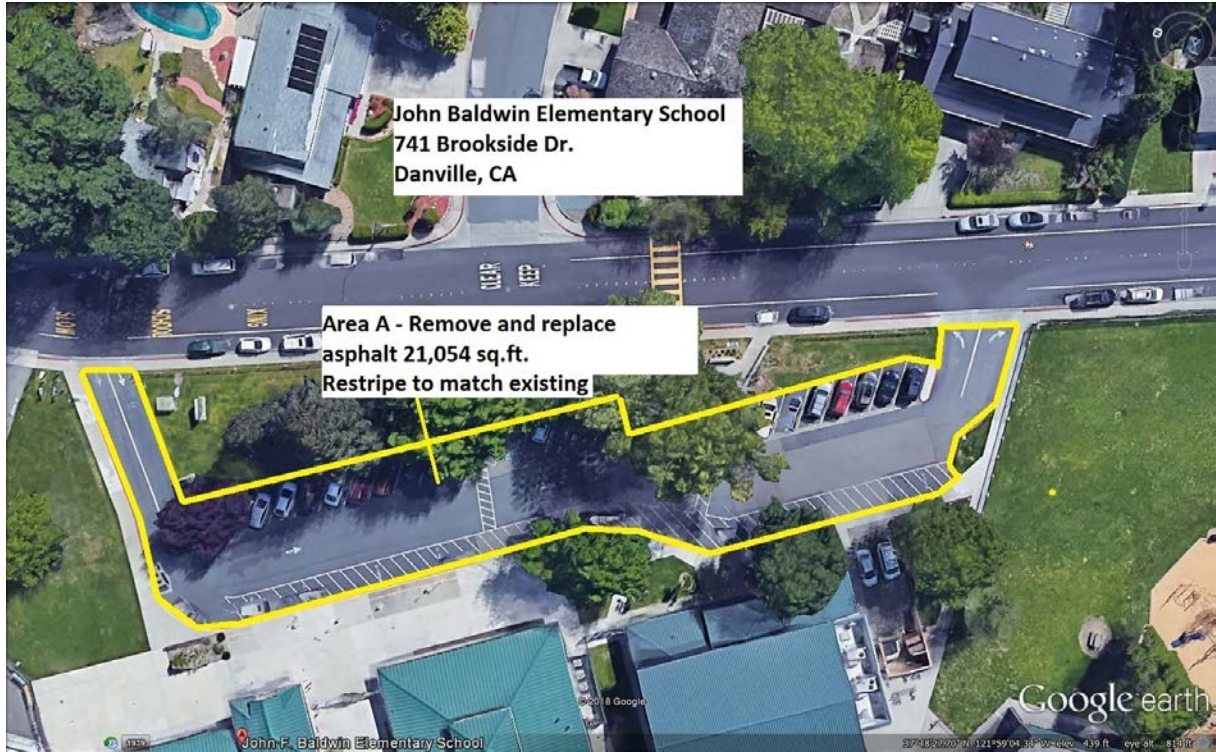
VENDOR NOTE:

-  Assume asphalt to be four (4) inches thick on playgrounds and walkways. Six (6) inches thick on roads and parking lots.
-  For header boards, allow for one thousand (1000) linear feet.
-  All markings and striping to be re-applied to match existing.

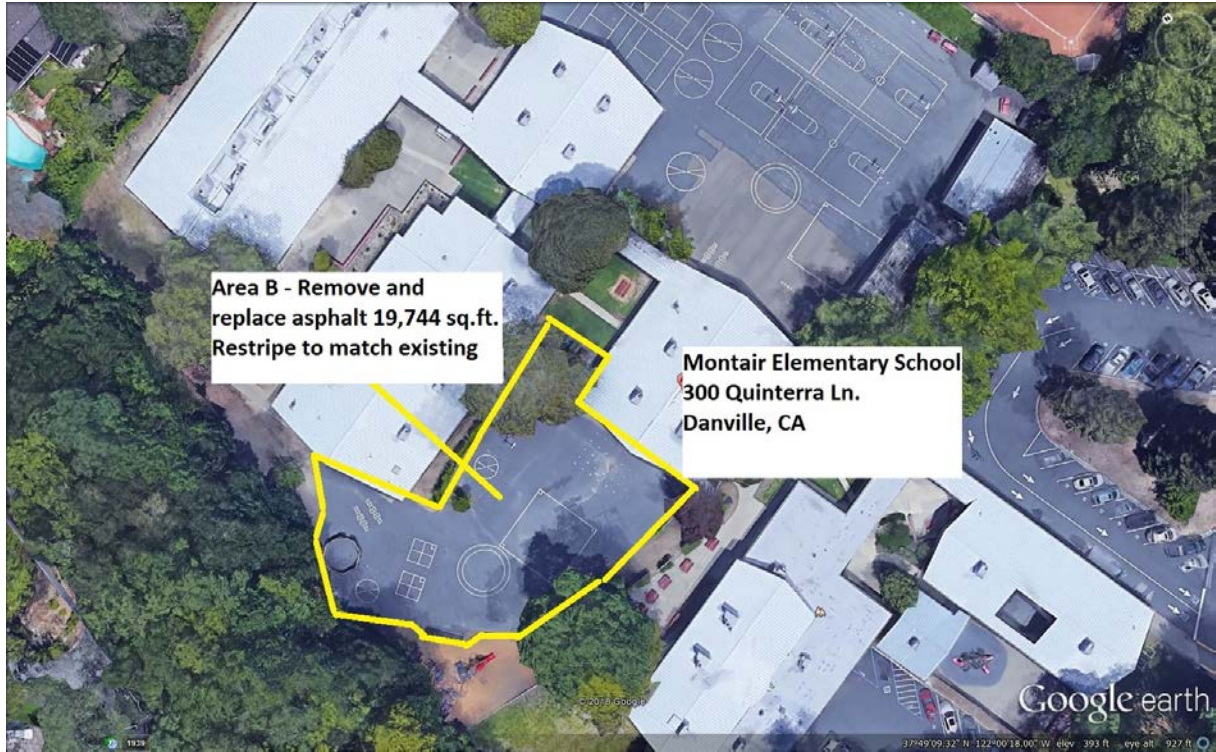
ALAMO ELEMENTARY
100 Wilson Road
Alamo, CA 94507



JOHN BALDWIN ELEMENTARY
741 Brookside Dr
Danville, CA



MONTAIR ELEMENTARY
300 Quinterra Lane
Danville, CA



MONTEVIDEO ELEMENTARY
13000 Broadmor Dr
San Ramon, CA



PINE VALLEY MIDDLE SCHOOL
3000 Pine Valley Rd
San Ramon, CA



RANCHO ROMERO ELEMENTARY
180 Hemme Ave
Alamo, CA



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 #811

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.		
SITE/LOCATION	DESCRIPTION	\$ AMOUNT
Alamo	Area Around Childcare - Remove & Replace Asphalt 4" Asphalt curb 100 linear ft.	\$
John Baldwin	Area A - Remove & Replace Asphalt. Restripe to match existing	\$
Montair	Area B - Remove & Replace Asphalt. Restripe to match existing	\$
Montevideo	Area J - Dig out and patch back Asphalt	\$
Pine Valley	Area C - Remove & Replace Asphalt. Restripe to match existing	\$
Rancho Romero	Area D - Crackfill/Seal Coat Restripe to match existing	\$
Rancho Romero	Area E - Digout allow 400 sq.ft./Crackfill/Seal Coat. Restripe to match existing	\$
TOTAL BASE BID FOR ALL SITES		\$

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 REPRESENTATION 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 G.1

Proof of Insurance

SUBMIT copy of insurance liability coverage.

**ENDORSEMENT WILL BE REQUIRED from the successful bidder after
award of bid and as part of contract submittals.**

****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)

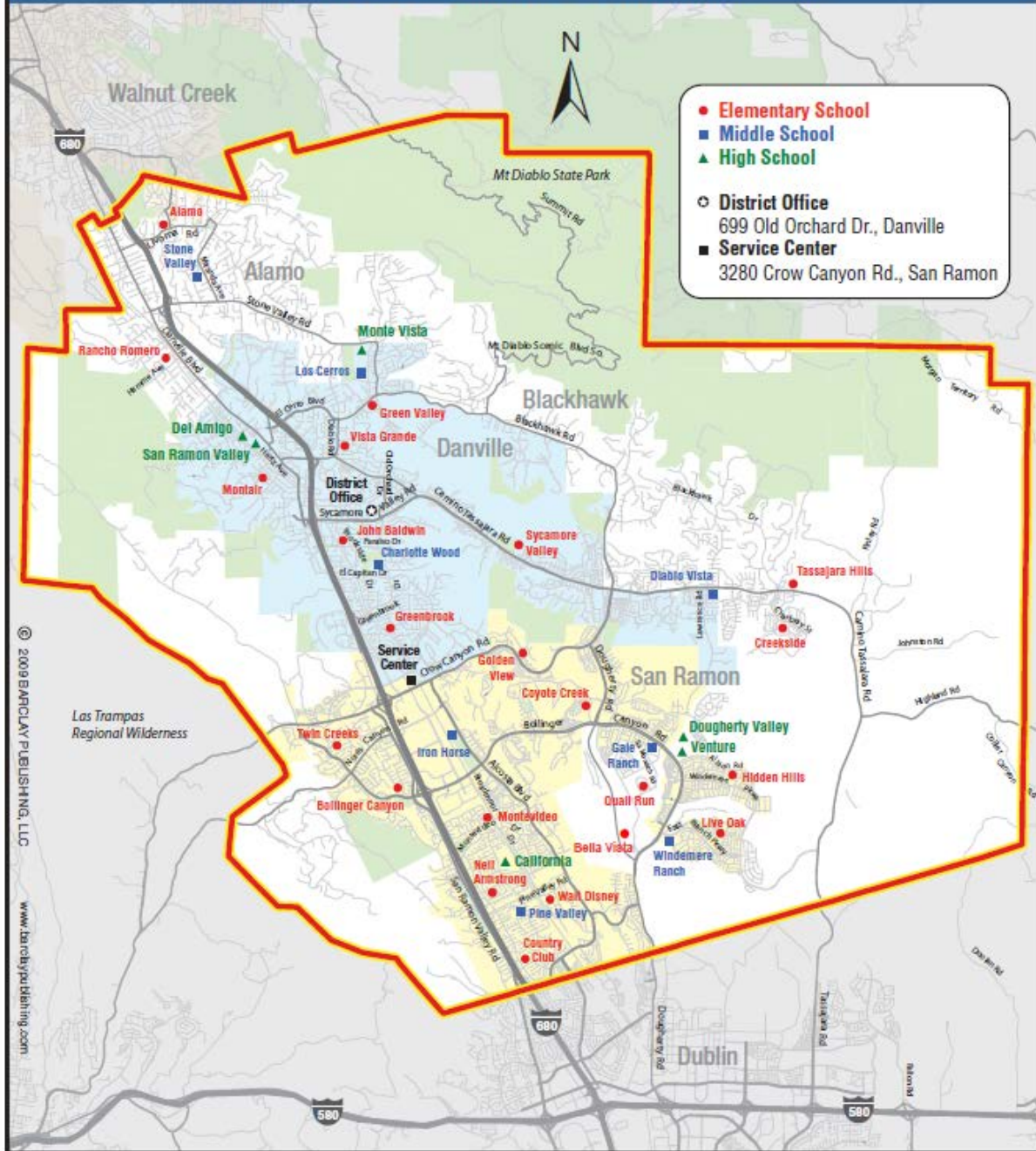
DISTRICT BOUNDARY MAP



San Ramon Valley Unified School District

699 Old Orchard Drive, Danville, CA 94526

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



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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.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT
PAVEMENT MAINTENANCE PROJECT
VARIOUS SITES

TECHNICAL SPECIFICATIONS

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SECTION 02 41 13
SITE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Demolish and remove portions of existing site facilities as described in Contract Documents.
- B. Related Sections:
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements
 - 2. New and replacement work specified in appropriate specification Section.

1.2 PRICE AND PAYMENT PROCEDURES

- A. If the project contains a Lump Sum price for demolition, all demolition activities shall be included under that bid price and not individual remove and replace items.
- B. If the project contains Unit Prices for various items such as "Remove Roots Under Repairs"; the cost of removal shall be included in the item of work.
- C. If the project is bid as a lump sum, no additional payment will be made for site demolition work.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. **Contractor shall contact an Underground Service Alert entity 48 hours in advance of work, and have all utilities marked prior to Preconstruction Meeting or ground disturbance.**
 - 2. Contractor shall request access to owner's water service controls.
 - 3. Contractor shall coordinate with affected utilities, transportation agencies, schools, waste disposal companies, and any other pavement users.
 - 4. Contractor shall coordinate with other contractors working on the site.
 - 5. Contractor shall use approved trucking routes from the municipalities on project haul routes.
- B. Preconstruction Meeting
 - 1. Contractor shall schedule a preconstruction meeting prior to initiating work.
 - 2. Attendees at the preconstruction meeting shall include but not be limited to:
 - a. Owner's Representative
 - b. Contractor's **Project Manager and General Superintendent**
 - c. **Subcontractor Representatives** (if applicable)
 - d. QA Representative
 - e. QC Representative
 - f. Other pavement users or affected parties as applicable.
- C. Sequencing
 - 1. Contractor shall sequence the work to minimize disruption to existing project users.
 - 2. Contractor shall sequence the work to prevent demolition operations from damaging new and existing sitework features.
 - 3. Contractor shall not commence demolition until all Storm Water protection BMPs have been installed.

- D. Scheduling
 - 1. Include on Construction Schedule detailed sequence of individual site demolition operations.
 - 2. Coordinate with Owner for equipment and materials to be removed by Owner, if necessary.

1.4 SUBMITTALS

- A. Upon Project Closeout - Identify abandoned utility and service lines and capping locations on record drawings.

1.5 CLOSEOUT SUBMITTALS

- A. Provide Owner documentation of disposal and recycling of site demolition material.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine site to determine extent of work necessary to separate work to be removed from work to remain. If separation procedure is unclear, request clarification from Owner's Agent at least 5 working days in advance of demolition.

3.2 PREPARATION

- A. Notify corporations, companies, individuals, and local authorities owning conduits running to property.
 - 1. Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain on the property.
 - 2. Arrange for removal of wires running to and on property. Remove pipes and sewers in accordance with instructions of above owners.
 - 3. Mark locations of all underground utilities encountered including abandoned, damaged, repaired or unknown facilities on Record Drawings.
- B. Contractor shall be responsible for protecting soil stability underlying facilities during demolition.
- C. Contractor shall be responsible for protecting existing facilities.

3.3 PERFORMANCE

- A. Execute work in an orderly and careful manner, with due consideration for neighbors and the public. **Control dust.**
- B. Carefully remove, disassemble, or dismantle as required, and store in approved location on site, existing items to be reused in completed work.
- C. Concrete and Paving Removal
 - 1. Full depth saw cut joints between material to be removed and material to remain.
 - 2. Existing concrete site elements or pavement damaged during demolition or work shall be resawcut and replaced at Contractor's expense.

- D. Site Clearing
 - 1. Tree and Brush Removal
 - a. Cut off trees, shrubs, brush and vegetative growth 12 inches maximum above ground.
 - b. Remove stumps and roots 12 inches below original ground surface or until stump and all roots 1 inch or larger are removed.
 - c. Entirely remove roots of plants which normally sprout from roots as identified by Owner's Agent.
 - 2. Root Pruning and Removal
 - a. Hand excavate trench one foot wide and 20 inches deep along concrete or paving to be removed.
 - b. Cut roots encountered with saw, axe, or pruners. Do not cut roots with excavating equipment.
 - c. Remove roots under concrete and paving to 12 inches below top of base or native subgrade.
 - 3. Stripping
 - a. Strip existing vegetation layer 2 inches and remove from site prior to stripping topsoil for storage and reuse if necessary.
 - b. After stripping existing vegetation layer, strip existing topsoil 4 additional inches. Store onsite for reuse if necessary.
- E. Excavation
 - 1. Use excavation equipment and methods which do not cause or increase subgrade instability.
 - 2. Use methods which preclude tracking of soils or debris off site or onto streets, etc.
- F. Disposal
 - 1. Immediately remove from site all trees, shrubs, stumps, vegetative layer, asphalt concrete, removed concrete site elements and surface debris.
 - 2. Do not bury or burn waste.
 - 3. Comply with all local, state, and federal disposal and recycling regulations.
 - 4. If hazardous materials are encountered refer to the General Conditions.
- G. Site Maintenance
 - 1. Broom clean all remaining surfaces immediately after demolition and removal of debris. Maintain broom clean condition.
 - 2. Maintain all storm water protection measures.
 - 3. Provide continuous dust control measures until work is complete.

END OF SECTION

SECTION 02 41 15
SITE UTILITY REPAIR

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. The contractor shall identify the location of the existing utilities for the site using existing plans, obvious surface features, locations of facilities, locator services and other practical means **48 hours prior to ground disturbance.**
 - 2. At locations where identified site utilities may conflict with the planned construction, the contractor shall pothole the utility 5 days in advance of the work to ascertain if a conflict exists. If a conflict does exist, the contractor shall notify the Owner and Engineer immediately.
 - 3. Repair of existing utilities damaged during the course of construction.

1.2 PRICE AND PAYMENT PROCEDURES

- A. Payment for Repairs
 - 1. A Utility Repair Allowance is included in the project Bid Schedule. The contractor shall include this amount in his total bid.
 - 2. Payment for site utility repairs shall be made as follows :
 - a. Damaged due to Contractor's error or negligence - paid by Contractor
 - b. Damage due to unidentifiable or unknown conditions – paid through Site Utility Repair Allowance.
 - 1) Subcontractor markup limited to 5%
 - 2) Own forces markup 15%
 - 3) **"Greenbook" and Cal Trans Force Account rules do not apply to this project. Only equipment, material and personnel directly associated to repair shall be considered "extra work" by project owner.**
 - 4) No compensation for delays related to site utility repairs.
- B. Remaining monies in the Site Utility Repair Allowance at completion of job shall be credited back to owner by a change order.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Contractor shall coordinate with affected utilities.
 - 2. Contractor shall coordinate with other contractors working on the site.
 - 3. Coordinate with site landscape maintenance company.
- B. Preconstruction Meeting
 - 1. Contractor shall schedule a preconstruction meeting prior to initiating work.
 - 2. Attendees at the preconstruction meeting shall include but not be limited to:
 - a. Owner's Representative
 - b. Contractor's **General Foreman**
 - c. Subcontractors (if applicable)
 - d. QA Representative
 - e. QC Representative
 - f. Other site users or affected parties as applicable.
- C. Scheduling
 - 1. The location of underground facilities shall be included as an initial schedule activity.
 - 2. Potholing of potential conflicting utilities shall be performed within 48 hours after the

conflict is identified.

1.4 SUBMITTALS

- A. The workman or subcontractors to perform the repairs shall be identified prior to the initiation of work and telephone number made available to the Owner's Representative.
 - 1. The contractor shall have the resources available to immediately and expeditiously repair damaged utilities, without impact to the schedule, including:
 - a. site lighting
 - b. irrigation lines and wires
 - c. water services
 - d. electrical lines

1.5 CLOSEOUT SUBMITTALS

- A. Provide Owner with record drawings indicating site utility repairs with related information including photographs.

PRODUCTS

1.6 MATERIALS

- A. The materials used for repairs shall be compatible and similar with the site utility to be repaired.
- B. Minimum thickness of plastic pipe for irrigation repairs shall be Schedule 40.
- C. Utility Boxes: Traffic-rated box and lid in pavement areas; Plastic or composite box in landscape areas.
- D. Wire Connectors: 3M AY type connectors shall be used for wire splices.

PART 2 EXECUTION

2.1 PROTECTION

- A. The contractor is responsible for protecting existing site utilities identified or which should have been identified by compliance with these specifications.

2.2 CONSTRUCTION

- A. Repair of damaged lines or wiring due to the contractor's failure to adequately identify or protect existing utility lines shall be the contractor's responsibility.
- B. Damaged utilities which were not able to be identified or protected shall be repaired by the contractor.
 - 1. The contractor shall make all repairs in accordance with the applicable codes. Care shall be exercised to avoid further damage to existing facilities during repairs.
 - 2. The repaired lines or wiring shall be tested prior to backfilling.
 - 3. The contractor shall be responsible for any damage to the completed work due to improper repairs of existing site utilities.
 - 4. Electrical splices:

- a. Damaged electrical lines shall be replaced from existing pull boxes or facilities. Splices shall only be made with the express permission of the Owner.
- b. Damaged irrigation wiring may be spliced with wire connectors. Splices in wiring run shall have a utility box placed over the splice.

END OF SECTION

SECTION 06 15 40
HEADERBOARDS

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Providing and installing headerboards as described in Contract Documents.
- B. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements

PART 2 PRODUCTS

2.1 MATERIALS

- A. Wood
 - 1. Headerboard
 - a. 2x4 or 2x6 nominal size as specified construction-heart grade redwood for straight runs.
 - b. 1/2x4 or 1/2x6 resawn construction heart laminated with 3 layers per detail for curved sections.
 - 2. Stakes -
 - a. Joints - 2x6 x 18" construction heart redwood.
 - b. Field
 - i. 1x3x18" construction heart redwood.
 - ii. 2x4x18" construction heart redwood.
- 8. Fasteners
 - 1. Screws - galvanized No. 8 minimum
 - a. 2" for 1" stakes.
 - b. 2-1/2" for 2" stakes.
 - c. 1-1/4" for laminating benderboard.
 - 2. Nails - **NOT ACCEPTED**

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Demolition
 - 1. Remove all previous headerboard and stakes in entirety.
 - 2. Remove asphalt concrete and/or base as necessary.
- 8. Placement and Alignment
 - 1. Top of new headerboard to match design elevation or surface of new paving.
 - 2. **Finished elevations shall be reviewed by owners representative prior to final grading and asphalt placement.**
 - 3. Align top to conform to required grade breaks for drainage.
 - 4. Place as designated in Contract Documents
 - 5. Straight alignments shall be within +/- 1/4" of stringline after paving or installation of landscape materials.
 - 6. Curved alignments shall be true arcs within +/- 2" of a true arc or designed alignment.

7. All joints shall be square and true. Maximum gap at joints of 1/4 inch.
8. No chain saw cuts allowed.
9. 12 foot minimum between joints on straight runs. Straight runs 20 feet or less shall be made with one piece.
10. Individual curved joints shall be staggered a minimum of 32 inches. 12 foot minimum individual board lengths. If curve radius is 12 feet or less, no joints allowed.

C. Staking

1. Stakes to be plumb, square and flush with back of headerboard.
2. Drive stakes to refusal without breaking. Replace broken or misaligned stakes.
3. Trim off top of stakes with a 20-30 degree downward slope from the headerboard outward. Do not damage headerboard. **Top of stakes shall be recessed to 1/8 inch below top of headerboard.** No chain saws allowed for cutting.

D. Fastening

1. Two fasteners at each field stake.
2. Two fasteners on each piece for 2x4 stake. Three fasteners on each piece for 2x6 stake.
3. Laminated headerboard shall be fastened at 12" centers with a fastener top and bottom. Fasteners shall be 1" +/- 1/4" from edges.

PART 4 PAYMENT

- A. Headerboards shall be included in the bid schedule and paid for by the lineal foot, and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein.

END OF SECTION

SECTION 31 23 00

EXCAVATION, GRADING & BACKFILL

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Perform rough and finish grading work required to prepare site for construction as described in Contract Documents.
 - 2. Perform trench excavation and backfill for site utilities.
 - 2. Perform excavating and compacting included in Project not covered under other Sections.
- B. Related Sections
 - 1. Section 02 41 13 - Site Demolition
 - 2. Section 32 00 01 - General Exterior Site Construction Requirements

1.2 QUALITY ASSURANCE

- A. Investigation
 - 1. **Contractor shall schedule a pre-construction meeting with Owners Representative to discuss designed grades specific to this phase of project.**
 - 2. Identify benchmark to be used in establishing grades and review Contract Document requirements for grades, fill materials, and topsoil.
 - 3. Examine site to pre-plan procedures for making cuts, placing fills, and other necessary work.
- B. Proof Rolling
 - 1. Contractor shall proof roll keyways, fills and subgrades when requested to do so by Owner's representative.
- C. Compaction Testing
 - 1. Contractor shall schedule compaction testing with Owner's Agent at least 48 hours prior to required testing.
 - 2. Contractor shall provide construction equipment to prepare testing sites. Minimum equipment shall be a rubber tired backhoe or equivalently weighted rubber tired machine.
 - 3. Contractor shall recompact all test locations if necessary.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Site Material - Existing excavated material on site which has been identified as not being unsuitable as defined by Section 32 00 01 is suitable for use as fill material or backfill where allowed.
- B. Imported Fill/Backfill
 - 1. Equal to or greater than quality of onsite material in terms of "R" Value, but not less than R=25.

2. Plasticity Index less than 15 or no expansion pressure per CTM 301.

C. Imported Topsoil

1. Fertile, loose, friable soil meeting the following criteria:
 - a. pH between 5.5 and 7.7
 - b. Soluble Salts - less than 2.0 mmhos/cm
 - c. Sodium Absorption Ration (SAR) - less than 3.0
 - d. Organic Matter - greater than 1 percent
2. Physical Characteristics:
 - a. Gradation as defined by USDA triangle of physical characteristics as measured by hydrometer.
 - Sand - 15 to 60 percent
 - Silt - 10 to 60 percent
 - Clay - 5 to 30 percent
 - b. Clean and free from toxic minerals and chemicals, noxious weeds, rocks larger than 1-1/2 inches in any dimensions, and other objectionable materials.
 - c. Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size.

D. Trench Backfill – CLSM per Section 320001

E. Drain Rock

1. Drain rock material shall meet the following gradation requirements:

Screen Size	Percentage passing
1-1/2"	100
3/4"	5 (max.)
No. 200	2 (max.)

PART 3 EXECUTION

3.1 PREPARATION

- A. Before making cuts, remove topsoil over areas to be cut and filled that was not previously removed by stripping. Stockpile this additional topsoil with previously stripped topsoil.
- B. Keyways for Fills
 1. Prepare keyway at toe of fills.
 2. Keyways shall extend a minimum of 1.5 feet below adjacent undisturbed ground.
 3. Keyways shall be a minimum of 6 feet in width.
 4. Keyways shall slope between 0 and 4 percent toward the fill.
 5. The bottom of the keyway shall be scarified, moisture conditioned and compacted to 90 percent relative compaction a minimum depth of 6 inches.
 6. Proof roll for unstable or unsuitable soils.

3.2 PROTECTION

- A. General: Open excavations, trenches, and the like shall be protected with fences, covers, or railings as required to maintain safe pedestrian and vehicular traffic passage.
- B. Erosion of newly backfilled areas shall be prevented during construction. Settlement or washing that occurs in backfilled areas shall be repaired and grades reestablished to the required elevations.

- C. Contractor shall comply with all local, state and federal storm water protection regulations.

3.3 PERFORMANCE

- A. Tolerances
 - 1. Maximum variation from indicated grades for rough grading shall be +/- **0.05 foot**.
 - 2. Grading shall not vary from the negative to positive tolerances within 50 feet.
 - 3. Make proper allowances for final finish grades of pavement, top soil, planting areas or other structures.
- B. When existing grade around existing plants to remain is higher than new finish grade, perform regrading by hand. Do not expose or damage existing shrub or tree roots.
- C. Excavation
 - 1. Maximum cut slopes shall be 2H:1V or as shown on plans.
 - 2. Round off top 3 feet of cut slopes
 - 3. Do not overcut slopes by more than 0.5 feet measured perpendicularly from the cut slope.
 - 4. Protect existing trees and improvements from equipment damage.
 - 5. Finish slopes shall be graded smooth.
 - 6. Drainage: Ensure proper drainage in and around excavation area. Do not allow water to accumulate in excavated areas. Water in excavation areas shall be removed by pumps or other means.
 - 7. Excavated material becomes property of the contractor.
 - a. When fill is required elsewhere on site, Contractor shall use excavated material first prior to importing additional material, unless excavated material is deemed unusable by the Owner's Agent.
 - b. If not called for reuse elsewhere on the site, excavated material will be disposed of by the Contractor in a legal manner.
- D. Over-excavation
 - 1. Excavations below indicated depths will not be permitted, except to remove unsuitable material as identified in Section 32 00 01 of these Specifications.
 - 2. Satisfactory material removed below the depths indicated without specific direction from the Owner's Agent shall be replaced at no additional cost to the Owner to the indicated excavation grade. Replacement material shall be approved by Owner's Agent prior to performing the work.
- E. Trenching
 - 1. Excavate to depth and alignment as shown on plans.
 - 2. Bottom of trench shall be accurately graded to provide required slope and shall be stabilized if necessary, to provide a firm pipe bed.
 - a. Recesses shall be excavated to accommodate bells so that the pipe will be uniformly supported for the entire length.
 - 3. Rock, where encountered, shall be excavated to a depth of 6 inches below the bottom of the pipe and the void backfilled with clean fill sand.
 - 4. Nojoint trenching is allowed unless otherwise shown on drawings.
 - 5. Provide shoring as required by Cal OSHA.
 - 6. Trench width shall equal pipe width plus 6 inches unless otherwise shown on plans.

F. Subgrade Preparation

Site Tolerances

1. Maximum variation from indicated grades for rough grading shall be +/- **0.05 foot**.
2. Grading shall not vary from the negative to positive tolerances within 50 feet.
3. Make proper allowances for final finish grades of pavement, top soil, planting areas or other structures.
4. If soft spots, water, or other unusual and unforeseen conditions affecting grading requirements are encountered, stop work and notify Owner's Agent.

G. Fill Construction

1. Uniformly moisture condition fill material to between optimum plus 3 percent optimum moisture prior to placing in fill.
2. Place fills in maximum loose lifts of 8 inches.
3. Compact fills to 90 percent relative compaction under concrete flat work areas; compact to 95 percent relative compaction under asphalt concrete paving. In landscape areas, compact to 85 percent relative compaction (do not over-compact).
4. Correct any unstable areas.
5. Compact fill slopes after trimming with 3 passes of a sheepsfoot roller or track roll.
6. No fill or backfill material shall be placed during adverse weather conditions that will alter the moisture content to above optimum level.
 - a. Approved compacted subgrades that are disturbed by adverse weather or by the Contractor's actions shall be scarified and re-compacted to the required density prior to further construction thereon.

H. Trench backfill

1. CLSM or Cement Slurry per Section 32 00 01 of these Specifications, and as shown on Plans.
2. Do not perform any trench backfill until lines have been inspected and/or tested by Owner's Agent and authorization has been given to proceed by said Agent.

I. Finish Grading

1. Do not start finish grading until rough grading tolerances are met.
2. Prior to finish grading or adding topsoil to planters, dig out weeds by roots and remove rocks, concrete, asphalt, wood, forming material, wire, rubble, sticks, etc.
3. Prior to placing topsoil, remove aggregate base down to native soil in planting areas.
4. Excavate planting areas to provide the following minimum topsoil depths below adjacent concrete or finish surfaces:
 - a. Lawn and Groundcover Planting Areas - 7 inches minimum
 - b. Shrub Planting Areas - 14 inches minimum.
5. Redistribute approved existing topsoil stored on site from stripping per Section 02 41 13.
6. Add imported topsoil as necessary to provide required topsoil depth.
7. Fine grade topsoil 1 inch minimum to 2 inches maximum below top of concrete or finish surfaces, unless shown otherwise on plans. Rake smooth and remove all lumps, rocks, etc.
8. Provide a minimum of 8 inches clearance from finish floor at buildings or wood structures.
9. Slope away from buildings at inch per foot for a minimum of 5 feet.
10. Fill low spots and pockets with topsoil and grade to drain.

J. Clean up

1. Upon completion of the work under this section, Contractor shall remove from the

premises all surplus materials, tools, equipment, trash, rubbish, left-over material and debris resulting from the work at his own expense and leave the site in a clean and neat condition satisfactory to the Owner's Agent.

PART 4 PAYMENT

- A. Unless specified otherwise in the bid schedule, excavation, grading and backfill shall be paid for as a part of the various items of work and no separate payment shall be made.

END OF SECTION

SECTION 32 00 01
GENERAL EXTERIOR SITE CONSTRUCTION REQUIREMENTS
PRIOR TO, DURING AND POST CONSTRUCTION

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. General procedures and requirements for Site Work.
 - 2. Accessibility Requirements

1.2 REFERENCES

- A. American Society For Testing And Materials (most recent revisions)
 - 1. ASTM D 1557, 'Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort'
 - 2. ASTM D 2216, 'Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock'
 - 3. ASTM D 2487, 'Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)'⁴
 - 4. ASTM D 6938, 'Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)'
 - 5. ASTM D 2950, 'Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods'
- B. Caltrans Test Methods (most recent revisions)
 - 1. CTM 216, 'Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates.'
 - 2. CTM 301, 'Method of Test for Determination of the Resistance "R" Value of Treated and Untreated Bases, Subbases and Basement Soils by the Stabilometer'
 - 3. CTM 304, 'Method of Preparation of Bituminous Mixtures for Testing'
 - 4. CTM 308, 'Methods of Test for Bulk Specific Gravity and Weight per Cubic Foot of Bituminous Mixtures'

1.3 DEFINITIONS

- A. Standard Specifications - Caltrans Standard Specifications **directly associated to the work.**
- B. Relative Compaction
 - 1. Ratio of field dry density as determined by ASTM D 2922 and ASTM D 3017 or 2216, and laboratory maximum dry density as determined by ASTM D 1557 or CTM 216F.
 - 2. Ratio of maximum field density as determined by ASTM D 2922 and the laboratory maximum density as determined by CTM 216G.
- C. Differing Subsurface or Physical Conditions
 - 1. Any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:
 - a. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided herein is materially inaccurate, or
 - b. Is of such a nature as to require a change in the Contract Documents, or
 - c. Differs materially from that shown or indicated in the Contract Documents, or

- d. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
 - 2. If Contractor believes that a differing subsurface or physical condition exists, Contractor shall promptly, after becoming aware thereof and before disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), notify Owner's Agent in writing about such conditions. Contractor shall not further disturb such conditions or perform any Work in connection therewith until receipt of written order to do so.
- D. Unsuitable Material
- 1. Soil or aggregate of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
 - 2. Too wet to be properly compacted and circumstances not resulting from the Contractor's action or inaction prevent suitable in place drying prior to incorporation into the work; or
 - 3. Otherwise unsuitable for the planned use.
- E. Unstable - visible deflection or movement either horizontally or vertically under loading of construction equipment or while being proof rolled.
- F. Proof Rolling - Using a loaded 10-wheel dump truck, water truck, or equivalent to load soil by driving slowly over areas designated by the Owner's Agent to check for unstable areas.

1.4 QUALITY ASSURANCE

- A. Owner will pay for all testing required by the project specifications.
- B. Contractor shall pay for cost of all non-complying testing.

PART2PRODUCTS

- A. Controlled Low Strength Material (CLSM)
 - 1. Contains maximum of 94 lbs of cement per cubic yard.
 - 2. Compressive strength between 75 and 150 psi at 28 days.
 - 3. Fly ash is permitted.
 - 4. Air entrainment additives for workability.
- B. Cement Slurry - Conforms to Section 19-3.062 of Caltrans Standard Specifications.

PART3EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions
 - 1. 48 hours minimum prior to performing any work on site, contact Underground Service Alert (USA) to arrange for utility location services. If USA will not respond to the project site, the Contractor shall be required to provide a private locating service.
 - 2. Perform minor, investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.

3. Perform investigative excavating 10 days minimum in advance of performing any excavation or underground work.
4. Upon discovery of conflicts or problems with existing facilities, notify Owner's Agent by phone or fax within 24 hours. Follow telephone or fax notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate problem.

3.2 PREPARATION

- A. Protection
 1. Spillage -
 - a. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
 - b. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.
 2. Dust Control -
 - a. Take precautions necessary to prevent dust nuisance, both on-site and adjacent to public and private properties.
 - b. Correct or repair damage caused by dust.
 3. Existing Plants and Features - Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Owner's Agent. Do not damage other plants and features which are to remain.
- B. If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.
- C. Contractor shall comply with all local, state, and federal storm water protection regulations.

3.3 SURVEYING & LAYOUT

- A. Benchmark - Project Plans will provide either a permanent or temporary benchmark.
- B. Contractor shall provide all surveying and layout.
- C. Contractor shall provide 2 personnel as requested by the Owner's Agent to perform quality assurance testing including stringlining of subgrades and verification of grades. Stringline and engineers level (or laser level) shall be provided by the Contractor and be available at all times during site work.

3.4 REPAIR / RESTORATION

- A. Adjust existing covers, boxes, and vaults to grade.
- B. Replace broken or damaged covers, boxes, and vaults.
- C. Independently confirm size, location, and number of covers, boxes, and vaults which require adjustment.
- D. Advise Owner's Agent of damage to underground site utilities. Address utility repairs per Section 02 41 15 "Site Utility Repair".

- E. Site Cleaning Immediately Prior To Acceptance
 - 1. All surfaces shall be broom clean and free from any accumulation of debris.
 - 2. Clean tack coat on concrete surfaces. Tack coat within 1 inch of pavement on curbs or gutter is not required to be cleaned.
 - 3. Remove all traffic control devices, excess materials, debris and signage from site.
 - 4. Remove all debris and sediment from the existing storm drain structures.
 - 5. Clean existing through-curb drain pipes using ordinary methods such a garden hose with extension pipes.
 - 6; Bring clogged or damaged storm drain pipes or structures to attention of Owner's Agent.
 - 7. Replace any disturbed landscaping. Backfill planters with clean topsoil and replace surface dressing or mulch in kind.
 - 8. Remove all concrete debris and splatter.

3.5 ACCESSIBILITY REQUIREMENTS

- A. Work shall comply with the following code requirements:
 - 1. Title 24, CCR: California Building Code.
 - 2. Latest Edition of Uniform Building Code including California Amendments.
 - 3. American with Disabilities Act.
 - 4. Code requirements shall supercede plans or specifications.
- B. Coordination of Work
 - 1. Coordinate work elements to provide code compliance.
- C. Accessible Travel Paths
 - 1. Includes unloading zones, crosswalks, and sidewalks.
 - 2. Excludes ramps and landings.
 - 3. Maximum cross slope of 2 percent.
 - 4. Maximum longitudinal slope of 5 percent.
- D. Ramps and Landings
 - 1. Includes all travel paths between 5 and 8.33 percent.
 - 2. Provide handrails.
 - 3. Provide wheel curbs or wheel rails.
 - 4. Provide landings at beginning, end and every 30 inches of vertical rise. Landings shall be a minimum of 72 inches long, the width shall match the travel path, and the maximum cross slope shall be 2 percent.
- E. Curb Ramps
 - 1. Longitudinal slopes shall be between 6.7 and 8.33 percent.
 - 2. Cross slopes shall be less than 2 percent.
 - 3. Concrete score marks per code.
 - 4. Provide positive drainage.
 - 5. Detectable Warnings per ADA and codes.
- F. Door Landings
 - 1. Extend landing 42 inches beyond door swing, 24 inches beyond latch side of door.
 - 2. Maximum slope in any direction shall be 2 percent.
 - 3. Maximum drop at doorways of 1/4 inch from finish floor to landing.
- G. Accessible Parking Stalls and Unloading Zones
 - 1. Maximum slope in any direction of 2 percent.
 - 2. Unloading Zone shall be minimum 5 feet in width, 8 feet for Van Accessible Stalls.
 - 3. 6 foot Parking Bumpers shall be used to protect signs and overhang into accessible sidewalk as necessary to provide a 4 foot minimum sidewalk width.

- H. Signage
 - 1. Signage shall include required entrance signs and stall signage.
 - 2. Signage location preference shall be building first, landscape area second, and in pavement third.

3.6 FIELD QUALITY CONTROL

- A. If work has been interrupted by weather, scheduling, or other reason, notify Owner's Agent 24 hours minimum prior to intended resumption of work.
- B. Owner reserves the right to require additional testing to re-affirm suitability of completed work including compacted soils or aggregate bases which have been exposed to adverse weather conditions.

PART 4 PAYMENT

- A. Payment for all work described in this section shall be included in the various items of work and no separate payment shall be made.

END OF SECTION

SECTION 32 01 17.61

ASPHALT JOINT AND CRACK FILLING COLD POUR APPLICATION

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Repair cracks in existing hot-mix asphalt pavement as described in Contract Documents.
- 8. Related Sections
 - 1. Section 32 00 01 - General Exterior Sitework Requirements

1.2 PRICE AND PAYMENT PROCEDURES

- A. Unit Prices
 - 1. The contract unit prices indicated in the bid schedule shall apply to this work.
- 8. Measurement and Payment
 - 1. If paid by the lineal foot of sealing, Contractor shall supply documentation of area measurements.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordination
 - 1. Contractor shall coordinate with affected utilities, transportation agencies, schools, waste disposal companies, and any other pavement users.
 - 2. Contractor shall coordinate with other contractors working on the site.
- 8. Sequencing
 - 1. Contractor shall not commence crack filling application until all Storm Water protection BMPs are in place

1.4 SUBMITTALS

- A. Datasheet from Manufacturer confirming crack filler properties and cure time required prior to seal coat application.

1.5 QUALITY ASSURANCE

- A. Quality Assurance Inspection and/or Testing.
 - 1. Owner may, at their option, have independent quality assurance inspection and testing.
 - a. Inspections may be made during or after the work.
 - b. QA Inspection and testing is for the sole purpose of providing the Owner a greater degree of assurance that the requirements of the contract have been met. QA inspection and testing does not relieve the Contractor of any responsibility to comply with or perform in accordance with the Contract documents.

1.6 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Apply crackfiller at ambient temperatures between 50 and 110 degrees F.
 - 2. Do not apply crackfiller over wet pavement or when precipitation is imminent.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Crack Filler
 - 1. GUARDTOP Crackfiller by Vulcan Materials.
 - 2. Over Kote Crackfiller by Reed & Graham.
 - 3. Flex-Grae-Pourable (WC-651) by Western Colloid Products.
 - 4. TA 3005-M Crack Filler by Tri-American.
 - 5. Approved equal by owner prior to bid

PART 3 EXECUTION

3.1 PREPARATION

- A. Prior to beginning crack repair, remove existing weed growth.
- B. Clean all cracks greater than 1/8 inch wide to a minimum depth of 1/2 inch or to at least 4 times greater depth than width to a maximum depth of 2 inches.
 - 1. Clean with compressed air at 60 psi and 100 cu ft per minute minimum.
 - 2. Do not perform cleaning operations when cracks are wet or muddy.
 - 3. Mechanically remove debris from cracks which cannot be blown out.

3.2 APPLICATION

- A. Crack Repair
 - 1. Apply crackfiller to full depth of crack. Smooth top of applied filler with V shaped squeegee or device leaving filler flush with paving surface.
 - a. At cracks between asphalt paving and concrete, do not allow excess filler on concrete.
 - 2. Reapply filler multiple times to fill cracks to surface after complete drying.

3.3 CLEANING

- A. Upon completion of crack filling operations, clean up and remove debris.

PART 4 PAYMENT

4.1 PAYMENT

- A. All costs associated with crack filling shall be included in the items for seal coat or for slurry seal as enumerated in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein unless a separate and individual bid item is provided in the Bid Schedule.

ENDOFSECTION

SECTION 32 01 90.24

ROOT PRUNING

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Pruning and removing existing roots as described in the contract documents and as specified on the plans.
 - 2. Removing roots under and adjacent to all damaged concrete to be removed and replaced.
 - 3. Coordinating with Owner designated Arborist if required by contract document.
- B. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements

1.2 SCHEDULING

- A. Contractor shall contact the Owner a minimum of 48 hours in advance of backfilling operation to allow for Owner or representative to visually inspect root pruning and repair.

PART 2 PRODUCTS

PART 3 EXECUTION

- A. Preparation
 - 1. Identify underground utilities by Underground Service Alert or locator service.
 - 2. Pothole at potential conflicts to confirm depth to underlying utilities. Notify Owner immediately of any conflicts.
 - 3. Hand excavate trench at edge of removal area adjacent to tree.
- B. Pruning
 - 1. Cut all roots within trench by hand (i.e. hand pruners or hand saw, axe, etc **No Chain Saw Allowed**)
 - a. Trim and remove roots less than 2 inches in diameter encountered within limits of trench.
 - b. Notify Owner of roots encountered in the trench measuring 2 inches or more in diameter. Do not remove unless directed to do so by Owner or Owner's Representative.
 - 2. In areas adjacent to existing trees, shrubs or plant material to remain, perform excavation by hand to avoid damage to plant material.
- C. Root Removal
 - 1. Do not disturb roots between pruned end and tree.
 - 2. After pruning roots in trench, remainder of cut roots outside the trench may be removed by any means.
 - 3. Backfill -
 - a. Topsoil as specified in Section 31 23 00.

PART 4 PAYMENT

- A. Root Pruning shall be measured and paid for on a unit cost basis for "Root Pruning" as listed in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein.

END OF SECTION

SECTION 32 11 23.33
RECYCLED BASE (PULVERIZATION)

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Pulverizing existing asphalt pavement and underlying aggregate base.
 - 2. Hot Mix Asphalt Placement (HMA) as shown in project plans.
- B. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements
 - 2. Section 32 12 16 - HMA Paving.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Asphalt pavement per Section 32 12 16 HMA Paving of these Specifications.
- B. Recycled (Pulverized) base material -
 - 1. Recycled base material shall be uniformly graded and shall conform to the following gradation:

Sieve Sizes	Percentage Passing
2"	100
1-1/2"	85 - 100
3/4"	60 - 80
No. 4	30 - 50
No. 200	2 - 12

- 2. Recycled/Pulverized material shall meet the following quality requirements:

Tests	Requirements
R-value	75 min.
Sand Equivalent	25 min.
Durability Index	35 min.

- 3. Pulverized asphalt concrete pieces larger than 2-1/2 inches, or which are loose and segregated on the surface of the aggregate base, shall be removed.

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Existing pavement & underlying base shall be thoroughly processed in place using equipment specifically designed for pulverization.
 - 1. Cold planers shall not be used for pulverization process.
 - 2. Pulverization depth shall be the depths called out in the contract documents and plans.

- B. Pulverized base material shall be graded to approximately the same plane as the previously existing pavement.
 - 1. Make adjustments to the graded plane to improve existing drainage or to work around existing facilities as shown on plans.
 - 2. Grade and remove additional material to provide transitions to adjacent concrete surfaces. Removed material from transition areas may be broadcast across the area of pulverization or added at various locations to improve surface slopes.
- C. Graded, pulverized material shall be compacted to 95% relative compaction.
 - 1. Contractor shall attain the proper moisture content during compaction.
 - 2. All segregated or loose material shall be removed.
- D. Where unstable grade or unsuitable material is encountered, the Contractor shall employ excavation and work techniques which do not worsen the subgrade condition. Unsuitable conditions that occur due to the Contractor's operations shall be cause for repair at the Contractor's expense. Unstable grade and unsuitable material is described in Section 32 00 01 General Exterior Site Construction Requirements of these Technical Provisions.
 - 1. Unstable or unsuitable material shall be excavated 0.5 feet below the top of finished base layer and disposed of in accordance with these special provisions.
 - 2. Limits of removal shall be designated by the Engineer.
 - 3. Resulting space shall be filled with a single lift of HMA to the top of adjacent base surface.
- E. Asphalt paving shall be performed in accordance with Section 32 12 16 HMA Paving of these Technical Provisions.

PART 4 PAYMENT

- A. Payment for pulverization of existing asphalt pavement and underlying base shall be included in the unit price for "Pulverize and Place HMA" as listed in the bid schedule. Payment for Stabilization shall be paid for by the unit price for "6 inch Full-Depth HMA Stabilization" as listed in the bid schedule. Payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work described herein.

END OF SECTION

SECTION 32 12 16

HMA PAVING

PART 3 GENERAL

3.1 SUMMARY

- A Includes But Not Limited To:
 - 1. Furnish and install Hot Mix Asphalt for areas as described in Contract Plans and Documents.

3.2 REFERENCES

- A Caltrans Standard Specifications, Section 39, 2010 (Unrevised)

3.3 SUBMITTALS

- A. **HMA Submittals are due at Pre Construction Meeting**
- B. Product Data - Manufacturer's published product data on soil sterilant.
- C. Quality Assurance /Control
 - 1. Mix design of hot-mix asphalt mixture.
 - 2. Copies of test results from tests conducted to assure compliance to Contract Document requirements.
 - 3. Current verified **CEM 3513 including TSR value**

3.4 PROJECT CONDITIONS

- A Project Environmental Requirements
 - 1. Do not perform work during following conditions:
 - a. Ambient, base, or pavement temperature below 50 degrees F.
 - b. Over-saturated base and sub-base materials.
 - 1) Base and sub-base to be wheel-rolled by loaded water truck to determine if any yielding occurs under the loading. If deflection is observed, do not perform paving until grade is stable and unyielding.

PART 4 PRODUCTS

4.1 MATERIALS

- A Pavement
 - 1. Asphalt Binder - PG 64-10
 - 2. Aggregates

- a. 314" Type A used for HMA base courses of 2-1/2 inches or thicker.
- b. 1/2" Type A used for base courses less than 2-1/2 inches, but greater than or equal to 1-3/4 inches and surface course in vehicle traffic areas.
- c. 3/8" Type A used for leveling courses and surface courses in playgrounds and other pedestrian areas.

B. Tack Coat

- 1. Tack coat shall be utilized and will be emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h and shall conform to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

4.2 MIXES

A. Current verified and **PEI approved CEM 3513**

- 1. Mix voids targeted at 3.5%.
- 2. TSR to be minimum 70 in accordance with CTM 371.

PART 5 EXECUTION

5.1 PREPARATION

A. HMA Paving

- 1. **Use self-propelled laydown machine for all surface courses. Laydown machine for finish course shall be equipped with automated depth and grade control.** Base courses for digouts or stabilization areas may be placed by other mechanical means that will not destabilize subgrade.
- 2. Heat joints if laid more than 3 hours previously.
- 3. Compaction

a. Modify 39-2.03A Testing as follows:

"Quality Characteristic: Percent of maximum theoretical density (%) for HMA Type A to 92% to 96%. Retain footnotes e & f. Add the footnotes k through m to this requirement:

k. Perform testing in accordance with CT 375 for acceptance, except CT 309 shall replace TMD testing.

l. Maximum lot size shall be 500 tons

1) Minimum 3 test sites per location, 1 test for each 50 tons thereafter.

2) Each street segment or pavement area shall be an independent lot(s).

3) Compaction will be the average compaction for the street or pavement area.

m. **Failing tests shall be verified by coring.** If requested by the Contractor. Contractor obtains cores at locations randomly determined by Engineer. Engineer tests cores.

1) If requested by the Contractor and approved by the Engineer, non-nuclear gauges may be substituted for use in CT 375.

- b. If cores are passing, Engineer pays cost of core sampling and core testing. If cores are failing, Contractor pays for testing and core sampling. If the core density testing produces both passing and failing cores, the cost will be prorated

between the Owner and Contractor.

- c. The table for deductions indicated in the referenced Caltrans Section 39 shall apply to individual cores. The following table shall apply to deductions for average compaction of a lot:

Reduced Payment Factors for Percent of Maximum Theoretical Density			
HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	96.0	0.0000
91.9	0.0125	96.1	0.0125
91.8	0.0250	96.2	0.0250
91.7	0.0375	96.3	0.0375
91.6	0.0500	96.4	0.0500
91.5	0.0625	96.5	0.0625
91.4	0.0750	96.6	0.0750
91.3	0.0875	96.7	0.0875
91.2	0.1000	96.8	0.1000
91.1	0.1125	96.9	0.1125
91.0	0.1250	97.0	0.1250
90.9	0.1375	97.1	0.1375
90.8	0.1500	97.2	0.1500
90.7	0.1625	97.3	0.1625
90.6	0.1750	97.4	0.1750
90.5	0.1875	97.5	0.1875
90.4	0.2000	97.6	0.2000
90.3	0.2125	97.7	0.2125
90.2	0.2250	97.8	0.2250
90.1	0.2375	97.9	0.2375
90.0	0.2500	98.0	0.2500
< 90.0	Remove and Replace	> 98.0	Remove and Replace

- d. Field compaction testing performed in accordance with CTM 375 with a minimum of five tests per lot and one test per 50 tons.
- e. Roll with powered equipment capable of obtaining specified density and smoothness.
- f. **Execute initial compaction rolling prior to mix cooling below 250 degrees.** Complete finish rolling so visibility of joints is minimized as soon as possible after intermediate rolling and while asphalt paving is above 120 deg F surface temperature.
- g. **HMA that arrives at the job site at 260 degrees or below shall be rejected.**

Finish

- a. Surface shall be uniform with no 'birdbaths'. Leave finished surfaces clean and smooth. Variations from specified grades shall not exceed 1/2 inch. When tested with 10 foot straight edge, surface of complete work shall not contain irregularities in excess of 1/4 inch.
- b. Completed surface shall match the texture of the machine laid mat. Areas worked by raking shall have coarse aggregate removed rather than pushed back onto the mat. Any areas of coarse or segregated surface shall be remedied immediately and prior to finish rolling. **Failure to comply with this provision shall cause all paving to stop until mat surface corrections are performed.**

4..Thickness Tolerances

- a. Total HMA thickness less than or equal to 4 inches.
 - 1) **Minimum thickness shall be equal to or greater than design thickness**
- b. Total HMA thickness greater than 4 inches.
 - 1) **Minimum thickness shall be equal to or greater than design thickness**

PART 6 PAYMENT

Payment for HMA paving shall be included in the various items of work in the Bid Schedule, including but not limited to digouts, overlays, pavement removal and replacement, base course paving in full-depth transitions, and other items of work, and no separate payment will be made.

END OF SECTION

SECTION 32 12 16.05

HMA PAVEMENT REPAIR

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Remove and replace paving and/or base in specific areas as described in Contract Documents.
- B. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements
 - 2. Section 32 01 26.72 - Cold Planing
 - 3. Section 32 12 16 - HMA Pavement

PART 2 PRODUCTS

2.1 MATERIALS

- A. Base -3/4" Class 2 Base for below grade fill in accordance with Section 26 of the Caltrans Standard Specifications.
- B. HMA 3/4" for Base course in digouts, 1/2" for finish course in streets or parking areas, 3/8" finish course in Playground Areas Type A per 2010 Section 39 of the Caltrans Standard Specifications (Unrevised).

PART 3 EXECUTION

3.1 PERFORMANCE

- A. Repair Of Deteriorated Pavement Areas
 - 1. Cut edges of pavement in rectangular shape and for one foot minimum beyond damaged material. Make vertical cuts using pavement saw or cold planer.
 - 2. Base - Construct per plans and Section 32 12 16.
 - 3. Apply emulsion tack coat to vertical edges of existing asphalt and sitework concrete to be paved against.
 - 4. Paving -Lifts
 - i. Under overlays, place in single lift if less than 4 inch in depth.
 - ii. If over 4 inches in depth, place in two lifts. Minimum lift thickness including top lift shall be 1-3/4 inches in thickness.
 - b. Longitudinal bituminous joints shall be vertical, and properly tack coated if not paved same day. Transverse joints shall always be tack coated if not paved same day. Heat all cold joints on adjacent existing paving if previous mat was placed over 3 hours prior to placement of current mat.
- c. Compaction -
 - i. Compact per Section 32 12 16 HMA Paving.
 - ii. Roll with powered equipment capable of obtaining specified density. Vibratory plate compactor may be used for areas too small for large

- power equipment.
- d. Surface shall be uniform with no 'birdbaths'. Leave finished surfaces clean and smooth. Variations from adjacent surface shall not exceed 1/8 inch.

3.2 **CLEANING**

- A. Upon completion of repair operations, clean up and remove debris.

PART 4 PAYMENT

- A. HMA pavement repair shall be measured and paid for on a square foot basis for "Digouts" and "Remove and Replace HMA" as listed in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein.

END OF SECTION

SECTION 32 12 16.07

HMA FILL

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Place HMA fill at the locations shown on the plans.
- B. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements
 - 2. Section 32 12 16 - HMA Paving

PART 2 PRODUCTS

2.1 MATERIALS

- A. Tack coat per Section 32 12 16 of these Specifications
- B. HMA shall either be Sheet Mix or 318" Type A and shall conform to Section 32 12 16 of these specifications.

PART 3 EXECUTION

3.1 PREPARATION

- A. Areas to receive HMA fill shall be thoroughly cleaned by brooming. All loose debris and foreign material, including accumulations of dirt shall be removed.
- B. Prepared surface shall be reviewed and accepted by Owners Representative prior to application of Tack Coat.**

3.2 CONSTRUCTION

- A. Place tack coat per Section 32 12 16 of these Specifications.
- B. Place and spread HMA over the pavement areas to the dimensions and elevations shown on the plans.
 - 1. Care shall be taken to avoid creating humps or mounds which will adversely affect drainage patterns or create drainage problems to finished pavement.
 - 2. In Accessible Parking areas and adjacent Unloading Zones, the contractor shall verify the pavement has a maximum slope of two percent in any direction. Crosswalk areas that constitute a part of the accessible travel path shall have a maximum cross slope of two percent.

PART 4 PAYMENT

- A. Payment for HMA fill shall be made on a square foot basis for "HMA Fill" as listed in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein.

END OF SECTION

SECTION 32 12 36

ASPHALT EMULSION SEALER

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish and install asphalt emulsion sealer on existing asphaltic concrete paving as described in Contract Documents.
 - 2. Removal of existing striping under seal, where new paint markings will not match existing.
- B. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements
 - 2. Section 32 12 16.05 - HMA Repair
 - 3. Section 32 01 17.61 - Asphalt Joint & Crack Filling

1.2 SUBMITTAL

- A. Emulsion Sealer Datasheet and Manufactures application recommendations.

1.3 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Apply sealer at ambient temperatures between 60 and 100 degrees F.
 - 2. **Do not apply sealer prior to BMP protection devices have been installed at storm drain structures.**
 - 3. Do not apply sealer over wet pavement or when precipitation is imminent.

1.4 SEQUENCING

- A. Do not commence work of this Section until completion of pavement repair and crack filling as specified in Section 32 12 16.05 and 32 01 17.61.
- B. Do not place sealer until all other sitework and project clean up is complete.
- C. Apply pavement paint markings after sealer has cured.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Approved Products.
 - 1. Park Top (PT302) by Western Colloid Products
 - 2. GUARDTOP by Vulcan Materials
 - 3. Over Kote by Reed & Graham
 - 4. Poly-Coat TA 1000 by Tri-American

- 8. Aggregate
 - 1. Clean washed sand free of silt, clay, salts, and organic matter, and meeting following grading requirements:
 - 2. Sieve Percent of Weight Passing

No. 30	100
No. 40	0 - 15
No. 100	0 - 2

- C. Latex - per Manufacturer's recommendation .

PART 3 EXECUTION

3.1 PREPARATION

- A. Protection - Protect sign posts; street lamp posts; trees; shrubs; tops of curbs and gutters, sidewalks, buildings, enclosures, and other site improvements from being discolored by splashing asphaltic material.

- 8. Surface Preparation
 - 1. Grind or sand blast off existing paint markings that will not be replaced in their identical location after sealing.
 - 2. Remove grease or oil deposits by heating and scraping.
 - 3. Remove spillage of any construction related material which has adhered to pavement without damaging the pavement.
 - 4. Remove debris, sand, dirt, and dust from pavement using power brush, power vacuum sweeper, and blower as necessary.
 - 5. Control dust during cleaning operations.
 - 6. Remove all mud and residue from striping removal process by power washing. Allow a minimum of 8 hours of drying time prior to sealing.
 - 7. Control waste water runoff during washing operation.
 - 8. Seal areas damaged by oil or grease in accordance with Manufacturer's recommendations.

3.2 APPLICATION

- A. Follow Sealer Manufacturer's recommendations in regard to moisture conditioning of substrate, priming of substrate, and dilution of sealer.

- 8. Apply sealer using power driven machine which continually mixes sealer, water, and sand. Machine shall be equipped with squeegee bar.

- C. Apply two coats minimum. Apply additional coats if necessary to attain Sealer Manufacturer's recommended coverage.
 - 1. First coat shall contain 30 mesh sand with 2 lb aggregate/gal minimum.
 - 2. Do not add aggregate to second and subsequent coats.

- D. Application Rate - 0.35 gal per sq yd minimum per coat w/ 2.0 % latex additive per manufacturer's recommendation.

- E. Finished surface shall be smooth, uniform and free of deleterious material stuck to the sealer.

3.3 PROTECTION

- A. Keep traffic off freshly applied sealer for 24 hours minimum.
- B. Remove any misapplied sealer from sitework concrete, etc. Stained or painted surfaces shall be repainted at the Contractor's expense. Repainted areas shall include entire paint surface.

PART 4 PAYMENT

- A. Payment for the sealcoat application shall be made on a square foot basis as enumerated in the bid schedule. Payment shall include all costs for procuring and applying sealcoat, including all labor, equipment and materials, and no additional payment will be made.

END OF SECTION

SECTION 32 17 23

PAVEMENT MARKING

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish material and apply pavement and curb markings as described in Contract Documents.
 - 2. Remove existing pavement markings in sealcoat areas which will conflict with new striping layout.

- 8. Related Sections
 - 1. Section 32 00 01 - General Exterior Site Construction Requirements

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements - Paint accessible parking spaces to conform to ADA Standards and local code requirements.

- B. Notify Owners Representative 48 hours in advance of paint application to allow for review of layout.**

1.3 SUBMITTALS

- A. Manufacturers Product Datasheet

1.4 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Apply only on dry surfaces, during favorable weather, and when damage by rain, fog, or condensation not anticipated.
 - 2. Latex Paint -
 - a. Atmospheric temperature above 50 degrees F.
 - b. When temperature is not anticipated to drop below 50 degrees F during drying period.
 - 3. Alkyd Paint -
 - a. Atmospheric temperature above 40 degrees F.
 - b. When temperature is not anticipated to drop below 40 degrees F during drying period.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Paint
 - 1. Non-reflectorized.
 - 2. Types - Either Acrylic or Latex
 - 3. Colors -
 - a. Yellow - Parking stripes, crosswalk stripes, and safety markings.
 - b. Blue And White - Accessible Parking space markings.
 - c. Red - Fire lanes and no parking zones.
 - 4. Acceptable Products And Manufacturers -
 - a. 442XX Traffic Marking Paint by Devoe, Louisville, KY (800) 654-2616 Set-Fast Traffic Marking Paint by Sherwin-Williams, Cleveland, OH (800) 321-8194.
 - b. Equal as approved by Owner's Agent before installation.

PART 3 EXECUTION

3.1 PREPARATION

- A. Do not apply paint until hot-mix asphalt has cooled below 120 degrees F for at least one hour.
- B. Surfaces shall be dry and free of grease and loose dirt particles. Scrape and wire brush chipped or damaged paint on existing curbs. Power wash curbs after paving but prior to painting with 3500 psi minimum pressure.
- C. Perform layout with chalk or lumber crayon only. No blackout paint allowed.

3.2 APPLICATION

- A. Site Tolerances
 - 1. General - Make parking lot lines parallel, evenly spaced, and with sharply defined edges.
 - a. Line Widths - Parking Spaces 4 inch. Playground markings shall match existing layout and width prior to sealcoat or current plan if on new pavement.
 - b. Plus or minus 1/4 inch variance on straight segments.
 - c. Plus or minus 1/2 inch variance on curved alignments.
 - 8. Provide complete coverage in one application at 75 sq ft per gallon, or two coat application, each coat with maximum coverage of 150 sq ft per gal. Do not apply second coat within three hours minimum or until first coat is thoroughly dried, whichever is longer.
- C. The underlying surface shall not be visible through newly applied paint.
- D. Failure to produce satisfactory paint markings may require contractor to provide a pavement coating to entire surface prior to the repainting of pavement markings.

3.3 CLEANING

- A. Remove drips, overspray, improper markings, and paint material tracked by traffic by sand blasting, wire brushing, or other method approved by Owner's Agent prior to acceptance.

PART 4 PAYMENT

- A. . Parking lot striping shall be paid for on a lump sum basis for "Pavement Markings" as listed in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein.

- 8. All work associated with cleaning and painting curbs, including placement of legends on curb faces, shall be included in the lump sum price for "Pavement Markings" unless otherwise listed in the bid schedule.

END OF SECTION