

CITY OF LAFAYETTE

3675 Mt. Diablo Boulevard, Suite 210

(925) 284-1951

www.ci.lafayette.ca.us



NOTICE TO CONTRACTORS BID PROPOSAL CONTRACT AGREEMENT CONTRACT SPECIAL PROVISIONS

FOR

CITY OF LAFAYETTE 2014 CRACK FILL CONTRACT

Project No. 014-9698CF

**Bid Opening Date
Thursday, April 17, 2014, 2:30 p.m.**

TABLE OF CONTENTS

	<u>Page No.</u>
NOTICE TO CONTRACTORS	N-1
BID PROPOSAL	P-1
BID SCHEDULE.....	P-1
PROPOSAL SIGNATURE SHEET.....	P-4
 CONTRACT AGREEMENT FOR CONSTRUCTION	 C-1
 SPECIAL PROVISIONS	
SECTION SP-1 – GENERAL.....	S-1
SECTION SP-2 – PLANS AND SPECIFICATIONS	S-2
SECTION SP-3 – PROGRESS OF WORK.....	S-2
SECTION SP-4 – MOBILIZATION	S-3
SECTION SP-5 – CONSTRUCTION AREA SIGNS	S-3
SECTION SP-6 – TRAFFIC CONTROL.....	S-3
SECTION SP-7 – CRACK FILL REPAIRS.....	S-4
 APPENDIX: LOCATION MAPS	

NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 2:30 P.M., Thursday, April 17, 2014, at which time they will be publicly opened and read, for Construction of **City of Lafayette, 2014 Crack Fill Contract, Project No. 014-9698CF**, including, but not limited to: mobilization; traffic control and construction signage; routing, cleaning, and filling pavement cracks; and all other work as shown in the Contract Documents to provide a complete project.

The Engineer's cost estimate is \$35,000.

Contract documents, including the Special Provisions, may be obtained free of charge at the City of Lafayette Engineering Services Division. The cost of mailing is \$2 per set. A link to electronic bid documents may be obtained also free of charge by contacting the Engineering Secretary at (925)284-1951.

This project shall be constructed in accordance with the March 2013 edition of the City of Lafayette Standard Specifications, which may be obtained at the City of Lafayette Engineering Services Division. The cost of the Standard Specifications is \$20 per set. The cost of mailing is an additional \$8. If you already have the Standard Specifications (dated March 2013), you do not need to purchase a new copy.

Bids shall be submitted in a sealed envelope titled "**Proposal: City of Lafayette, 2014 Crack Fill Contract, Project No. 014-9698CF**".

The Contractor shall possess a Class "A" license at the time this contract is awarded.

Bidder's attention is directed to requirements in Sections 2 and 3 of the Standard Specifications General Provisions.

Bid bond, performance bond, and payment bond are not required for this contract.

The City of Lafayette reserves the right to waive any informalities or to reject any or all bids.

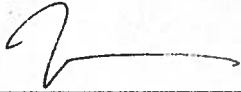
The City Council has ascertained the General Prevailing Rates of Wages applicable to this work, and these rates are on file in the office of the City of Lafayette Engineering Services Division.

Questions regarding the project Plans or Specifications may be directed to Tony Coe, City Engineer's Office, (925) 299-3203.

The plan holders list, as well as the City Standard Specifications, the Project Special Provisions and the General Prevailing Rates of Wages applicable to this work may be downloaded free of charge from the City of Lafayette web page at <http://www.ci.lafayette.ca.us> (click on Capital Improvements under the Quick Links sidebar on the homepage). Or you may contact the Engineering Assistant at (925) 299-3217.

CITY OF LAFAYETTE

Date: 3-14-14

By: 
Tony Coe, City Engineer

**CITY OF LAFAYETTE
CALIFORNIA**

BID PROPOSAL

**2014 CRACK FILL CONTRACT
PROJECT NO. 014-9698CF**

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

In compliance with the annexed notice inviting sealed proposals, the undersigned bidder hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the Plans and Specifications therefor, and further agrees to enter into a contract therefor, at the following prices:

BID SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price	Total Cost
1.	Area 1- Mt. Diablo Boulevard	1	LS	\$	\$
2.	Area 2- Oak Hill Road	1	LS	\$	\$
3.	Area 3- Glorietta Blvd, Pine Lane	1	LS	\$	\$
4.	Area 4- Rohrer Drive, Castello Road, Huntleigh Drive, Beechwood Drive	1	LS	\$	\$
5.	Area 5- St. Mary's Road- North	1	LS	\$	\$
6.	Area 6- St. Mary's Road- South	1	LS	\$	\$
7.	Area 7- Deer Hill Road	1	LS	\$	\$
8.	Area 8- Hamlin Road/Sweet Drive	1	LS	\$	\$
9.	Area 9- Camino Diablo	1	LS	\$	\$
	TOTAL BID				\$

- NOTES:
- All unit prices shall be considered the prices for providing a complete, in-place facility.
 - In the event of a discrepancy between the unit price and item total on the Bid Schedule, the unit price shall be used.

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Contract Proposal

Bidder acknowledges the receipt of the following addenda to the drawings and specifications.

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____

o o o

In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	<u>ADDRESS</u>	<u>WORK TO BE PERFORMED</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

o o o

Bidder certifies that he is licensed in accordance with an act providing for the registration of Contractors as follows:

License No. _____ Class _____

o o o

Bidder certifies that he has not, nor have any of his or its agents, officers, representatives, or employees, been guilty of collusion with any officer or representative of the City of Lafayette or with any other party or parties in the submission of this Proposal; nor has said bidder received any preferential treatment by any officer or employee of the City of Lafayette in the matter of making or submitting this proposal. The undersigned declares under penalty of perjury that the foregoing is true and correct.

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Bidder certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

All bidders that have not had a contract with the City of Lafayette during the past three (3) years shall list below previous jobs that they have successfully completed and shall also show the amount of the contract therefor.

Name and Address of Agency or Individual for Whom Work was Done	Phone Number	Date Completed	Contract Price
1.			
2.			
3.			
4.			
5.			
6.			

PROPOSAL SIGNATURE SHEET

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-4" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Bid Schedule and Addenda acknowledgement)
- b. Proposal Signature Sheet

Legal Name of Firm: _____

Business Address: _____

Telephone Number: () _____

Type of Organization: () Individual () Partnership () Corporation

Joint Venture Proposal?: () Yes () No

Authorized Signature: _____

Name: _____

Position: _____

Date of Execution: _____

For a partnership, name all co-partners below,
For a corporation, name president, secretary, treasurer and manager.

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

CITY OF LAFAYETTE
CONTRACT AGREEMENT
FOR
CONSTRUCTION

THIS AGREEMENT is made and entered into as of _____, 2014, by and between the CITY OF LAFAYETTE ("City") and _____ ("Contractor").

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **City of Lafayette, 2014 Crack Fill Contract, Project No. 014-9698CF**, including, but not limited to: mobilization; traffic control and construction signage; cleaning, routing, and filling pavement cracks; and all other work as shown in the Contract Documents to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Contractor agree as follow:

1. Contract Documents. The contract documents for the aforesaid project shall consist of the Notice to Contractors, Bid Proposal, General Provisions, Technical Provisions, Special Provisions including appendices, Design Drawings, and all referenced specifications, details, standard drawings, and their appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.
2. Services. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
3. Employment by City. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.
4. Worker's Compensation. Contractor acknowledges the provisions of the State Labor Code requiring 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 certifies compliance with such provisions. Limits

expressly provided for, or c) an amount the payment of which is disputed by the City, the procedure in Section 10 of the City of Lafayette Standard Specifications shall be used.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____ 2014.

Contractor: _____
<Type Business Name Here>

Name: _____

Title: _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this ____ day of _____ 2014.

Notary Public _____

Agency: _____
City Manager of the City of Lafayette

Attested: _____
City Clerk of the City of Lafayette

Date: _____

**CITY OF LAFAYETTE
SPECIAL PROVISIONS**

SPECIAL PROVISIONS SECTION SP-1

**GENERAL
(NO BID ITEM)**

The work to be done under this contract, except as modified or supplemented herein, shall conform to the following:

- The City of Lafayette General Provisions of the Standard Specifications dated March 2013, herein referred to as the “General Provisions of the Standard Specifications”.
- The City of Lafayette Technical Provisions of the Standard Specifications dated March 2013, herein referred to as the “Technical Provisions of the Standard Specifications”.

Where specifically referred to, the work shall also conform to the following:

- The State of California Department of Transportation (Caltrans) Standard Specifications, For Construction of Local Streets and Roads, 2010 Edition, herein referred to as the “State Specifications” or “State Standard Specifications”.
- The State of California Department of Transportation (Caltrans) Standard Plans, 2010 Edition, herein referred to as the “State Standard Plans”.
- The Contra Costa County Public Works Department Standard Plans, most current edition, herein referred to as the “County Standard Plans”.

These Special Provisions are additions, modifications, or clarifications to the referenced Standard Specifications and generally supersede the referenced or applicable sections of said Standard Specifications. Refer to Section 5-4, “Precedence of Contract Documents”, of the General Provisions of the Standard Specifications for the order of precedence of Contract Documents. Where ambiguity or conflict exist in the interpretation of precedence, the provision resulting in the highest quality or most expensive grade of construction or product shall govern.

SPECIAL PROVISIONS SECTION SP-2

PLANS AND SPECIFICATIONS
(NO BID ITEM)

The provisions of Section 4, "Plans and Specifications (General)," of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP2-01 SCOPE OF WORK

The work to be performed under this contract including, but not limited to: mobilization; traffic control, construction signage, and arrow board; cleaning, routing, and filling pavement cracks, and all other work as shown in the Contract Documents to provide a complete project.

SPECIAL PROVISIONS SECTION SP-3

PROGRESS OF WORK
(NO BID ITEM)

The provisions of Section 8, "Progress of Work," of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP3-01 WORKING HOURS

Without prior written approval by the Engineer, and except for emergency work, work or activity of any kind shall be limited to the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. Contractor's attention is directed to Section SP6-02, "Lane Closure Hours," of these Special Provisions.

SP3-02 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete the entire Work in this Contract within **twenty five (25)** working days from the start date, including completion of all "Punch List" work. Liquidated damages will not be assessed on this Contract. However, no payment shall be made for work that is incomplete or partially complete. For the purpose of determining completeness, all items in the Bid Schedule shall constitute the Contract Work as one whole. Contractor shall not be entitled to partial compensation for having partially completed said Contract Work.

SP3-03 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the Contract Price, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-4

MOBILIZATION
(NO BID ITEM)

The provisions of Section 1, "Mobilization," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

No project identification signs are needed for this Contract.

SPECIAL PROVISIONS SECTION SP-5

CONSTRUCTION AREA SIGNS
(NO BID ITEM)

No separate construction area signs are needed, other than those required to implement traffic control as specified elsewhere in these Special Provisions.

SPECIAL PROVISIONS SECTION SP-6

TRAFFIC CONTROL
(NO BID ITEM)

SP6-01 GENERAL

Work shall conform to the requirements of Section 6-12, "Traffic Control," of the General Provisions of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections.

Prior to beginning Work, Contractor shall submit a traffic control plan for each work zone arrangement expected to occur in this Contract. No work shall proceed until the Engineer reviews said submittal.

Traffic control to close lanes on Mt. Diablo Boulevard, Oak Hill Road, and St. Mary's Road shall consist of a "moving work zone" that moves down the street as the work proceeds within the work limits. At minimum, in

Special Provisions

addition to standard signage to delineate the overall work limits, a standard truck-mounted, electronic, flashing arrow board shall be provided to trail the moving work zone. Additionally at least two (2) flaggers shall be provided at all times. At all other locations, Contractor may propose alternative traffic control plans, which in any case shall include at least two (2) flaggers in addition to standard traffic control signage to manage traffic around the work zone.

Flaggers shall be solely dedicated to coordinate and direct traffic around the work zone. Workmen shall not be allowed to multi-task other work with traffic control duties.

SP6-02 ROAD/LANE CLOSURE AND HOURS

Road closures are not allowed.

Lane closure hours are limited to the following:

1. Mt. Diablo Boulevard, 9 a.m. to 4 p.m.
2. Oak Hill Road, 9 a.m. to 2:30 p.m.
3. St. Mary's Road, 9 a.m. to 2:30 p.m. on a day when area schools are in session; 9 a.m. to 4 p.m. on all other days.
4. All locations in residential neighborhoods, 8:30 a.m. to 4:30 p.m.

SP6-03 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the Contract Price, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-7

CRACK FILL REPAIRS
(BID ITEMS 1 THROUGH 9)

The provisions of Section 12-2, "Crack Fill Repairs," of the Technical Provisions of the Standard Specifications shall apply in its entirety except as modified or supplemented herein.

SP7-01 LIMITS OF WORK

The project limits are defined as follows:

Area 1 Mt. Diablo Boulevard, First Street to Carol Lane

Area 2 Oak Hill Road, Mt. Diablo Boulevard to Deer Hill Road

Special Provisions

Area 3 Glorietta Boulevard, Woodside Court to End

Pine Lane, El Nido Ranch Road to end of public street

Area 4 Rohrer Drive, St. Mary's Road to Burnt Oak Circle

Castello Road, Rohrer Drive to Camino Colorados

Huntleigh Drive, Lucas Drive to southerly property line of Address No. 613

Beechwood Drive, end of roadway cul-de-sac to Reliez Station Road (entire road)

Area 5 St. Mary's Road (North)-

a. Moraga Road to Hope Lane;

b. Glenside Drive to southerly end of guard rail near driveway of Address No. 764.

Area 6 St. Mary's Road (South), Glenside Drive/Woodview Lane to southern city limit

Area 7 Deer Hill Road, First Street to Pleasant Hill Road

Area 8 Hamlin Road/Sweet Drive, Solano Road to Doreen Way (note that some cracks on this street will require filling with 3/8" asphalt concrete hotmix)

Area 9 Camino Diablo, Nogales Street to El Curtola Boulevard

SP7-02 SPECIAL PROVISIONS

Contractor's attention is directed to Section 2-2, "Examination of Documents and Site," of the Standard Specifications General Provisions.

St. Mary's Road (north) between Moraga Road and Hope Lane may have certain areas of the pavement marked for spot digout repairs. Typically these are rectangular areas marked in white paint. All cracks within such marked areas are not in the scope of this Contract.

Where a crack has previously been filled, and the old sealant has leached or been stripped away such that the resulting crevice is one-fourth (1/4) inch or more deep measured from the road surface, Contractor shall repair said crack as part of Contract Work. Additionally, all cracks that are filled, whether or not they have been previously filled, shall be filled flush to the top of the street grade. If crack fill material settles, the Contractor shall perform one of the following until the crack is filled to the top of the street grade:

1. Top off the roadway crack with additional filler, or other fillers approved by the Engineer in advance of their use.
2. For deeper cracks, backfill the crack with sand and then top off with additional filler.
3. For deep and wide cracks, tack coat the sides of the crack and fill with hand-tamped or vibraplated 3/8" asphalt concrete hotmix.

Special Provisions

Contractor shall be solely responsible for furnishing the proper equipment to achieve results that comply with the Project Specifications. If in the opinion of the Engineer, the equipment being used by Contractor will not produce a conforming product, the Engineer shall have sole discretion to disallow the use of said equipment. If the Contractor insists on using the disallowed equipment, he shall do so at his own risk, and all work failing to meet the Project Specifications shall be rejected, and Contractor shall remove and replace said work at his sole expense. At his sole discretion, Engineer may allow non-conforming work to remain in place, but no payment for said work shall be due to Contractor.

City will furnish a certain amount of asphalt rubber crack sealant to be used by Contractor in the performance of Work. The product to be furnished by City is Duroflex Crack Sealant by Henry Hot Melt Products, approximately eleven (11) boxes, each containing a 35-pound block, able to provide 3.75 gallons of joint volume per manufacturer's data sheet. Contractor shall determine the amount required to complete Contract Work and furnish additional materials as required.

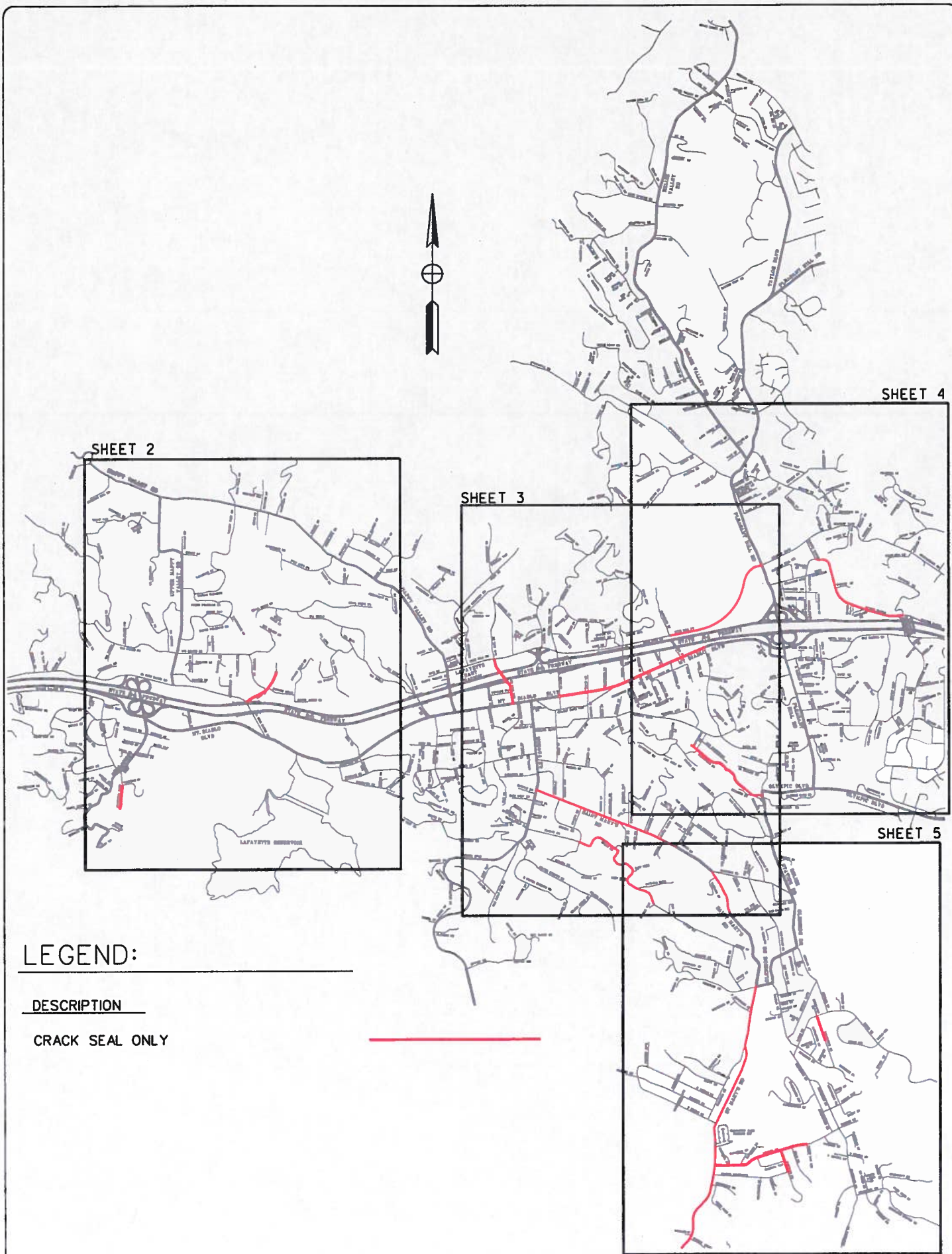
Sand used to cover sealant material per Section 12-2.2, "Asphalt Rubber Crack Sealant," of the Technical Provisions of the Standard Specifications shall be colored BLACK. Sand may be black "Kleen Blast" sand blast media available at White Cap Construction Supply (Concord, CA), or an approved equal.

SP7-03 MEASUREMENT AND PAYMENT

The contract lump sum price paid for "Crack Fill Repair" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to fill all cracks within the limits of pavement shown on the Plans in accordance to procedures specified in the Project Specifications, including but not limited to: mobilization; traffic control, construction signage, and arrow board; routing and cleaning cracks; tack coat binder; fillers of all kind; black sand; cleanup and sweeping; and all other work as specified in the Project Specifications, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

APPENDIX

LOCATION MAPS



LEGEND:

DESCRIPTION
CRACK SEAL ONLY



