

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 2015 PAVEMENT REPAIRS CONTRACT

Project No. 014-9705PR

Bid Opening Date

Tuesday, June 23, 2015, 2:00 p.m.

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 PM, Tuesday, June 23, 2015, at which time they will be publicly opened and read, for Construction of **City of Lafayette, 2015 Pavement Repairs Contract, Project No. 014-9705PR**, including, but not limited to: mobilization; traffic control and construction signage; roadway excavation; asphalt concrete paving; removal and installation of asphalt concrete berm; and all other work as shown in the Contract Documents to provide a complete project.

The Engineer's cost estimate is \$63,000.

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, 2015 Pavement Repairs Contract, Project No. 014-9705PR**".

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. Contract time for this project is ten (10) working days.

Bid bond and performance bond are not required for this contract. A Payment Bond is required.

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, 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 City Construction Projects under the Public Works & Construction link on the homepage). Or you may contact the Engineering Assistant at (925) 299-3217.

CITY OF LAFAYETTE

Date: June 8, 2015


By: 
Tony Coe, City Engineer

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**CITY OF LAFAYETTE
CALIFORNIA**

BID PROPOSAL

**2015 PAVEMENT REPAIRS CONTRACT
PROJECT NO. 014-9705PR**

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.	Spot Pavement Repairs- 6-Inch Deep-Lift Asphalt Concrete	500	SF	\$	\$
2.	Spot Pavement Repairs- 3-Inch Asphalt Concrete over Recycled Subgrade	6,500	SF	\$	\$
3.	Remove/Replace Asphalt Berm	50	LF	\$	\$
	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.

o o o

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

Addendum No. Date Addendum No. Date

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.

o o o

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.

Contract Proposal

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:

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
Title Firm

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at
Date

_____, _____.
City State

By: _____
Signature

Name: _____
Printed or Typed

Date: _____

Title: _____

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If Bid for this Project is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

1. Contractor shall maintain a current DIR registration for the duration of the project.
2. Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

CITY OF LAFAYETTE
CONTRACT AGREEMENT
FOR
CONSTRUCTION

THIS AGREEMENT is made and entered into as of _____, 2015, 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, 2015 Pavement Repairs Contract, Project No. 014-9705PR**, including, but not limited to: mobilization; traffic control and construction signage; roadway excavation; asphalt concrete paving; removal and installation of asphalt concrete berm; 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 shall be not less than those specified in the insurance requirements contained in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.

5. Insurance. With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as required in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
6. Indemnity. Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications.
7. Assignment. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
8. Non-discrimination. Contractor shall not discriminate in the hiring of employees or in the employment of subcontractors on any basis prohibited by law.
9. Independent Contractor. Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.
10. Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public works must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification contained in the Bid Proposal prior to contract execution.
11. Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.
12. Notices. All notices and communications shall be sent to the parties at the following addresses:

CITY: City Engineer
City of Lafayette
3675 Mount Diablo Boulevard, Suite 210
Lafayette, California 94549

CONTRACTOR: _____

(Ph) _____

13. Authorized Signature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

12. Entire Agreement; Modification. This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.
13. Claims Procedure. In the event of a dispute between the parties regarding a) a time extension demand, b) payment arising for work performed by or on behalf of the contractor which is not otherwise 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 _____ 2015.

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 _____ 2015.

Notary Public _____

AGENCY: _____
City Manager of the City of Lafayette

Attested: _____
City Clerk of the City of Lafayette

Date: _____

PAYMENT BOND

(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)

WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: Construction of **City of Lafayette, 2015 Pavement Repairs Contract, Project No. 014-9705PR**, including, but not limited to: mobilization; traffic control and construction signage; roadway excavation; asphalt concrete paving; removal and installation of asphalt concrete berm; and all other work as shown in the Contract Documents to provide a complete project.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3282, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2015.

CONTRACTOR: _____ SURETY _____

Print Name: _____ NAME _____

Title: _____ ADDRESS _____

TELEPHONE _____

**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 and construction signage; roadway excavation; asphalt concrete paving; removal and installation of asphalt concrete berm; 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 **ten (10)** 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.

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 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 for the items of work requiring traffic control, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-7

PAVEMENT REPAIRS
(BID ITEMS 1, 2)

SP7-01 GENERAL

Pavement recycling and repairs performed using asphalt concrete shall conform to the provisions of Section 5, "Street Failed Area Repair," Section 9, "Asphalt Concrete," and Section 11, "Full-depth Asphalt Concrete Recycling," of the Technical Provisions of the Standard Specifications.

Pavement repairs generally occur at the following locations:

1. North Thompson Road, Oak Hill Road (North of Deer Hill Road), Orchard Road shall require full-depth recycling of the existing asphalt concrete and subgrade to a depth of 12 inches and backfill consisting of 9 inches of recycled base material topped with 3 inches of asphalt concrete.
2. Acampo Drive shall require excavation of failed areas and backfill consisting of 6 inches of asphalt concrete.

SP7-02 PAVEMENT REPAIRS

Paint markings delineating the approximate size and location of the pavement repair areas have been made in the field on streets included in this Contract. Actual quantities may be greater or less than the quantities shown on the Bid Schedule. Prior to starting work, Contractor shall coordinate with the Engineer to confirm his interpretation of limits marked for each repair location.

Where repairs involve recycling the existing structural section, pulverization of the existing pavement and underlying subgrade may be performed by a cold plane machine as long as the resulting materials conform to the Project Specifications. To achieve conformance, Contractor may be required to make multiple passes over the same area, and/or to manually handle and sort the ground-up materials to remove non-conforming pieces and produce a uniform recycled base material. Backfill of the excavated area with the approved recycled base material may be done in a single lift of compacted 9-inch depth. The base material shall be moisture-conditioned as necessary and compacted to 95% relative compaction assuming density equal to typical Class 2 aggregate base. *No cement treatment is required.* Excess base materials shall be removed from the job site and become the property of the Contractor. The remaining excavation shall be backfilled with asphalt concrete, compacted, and finished to smoothly conform to adjacent grades.

Where deep lift pavement repair is designated (no recycling), the existing base and bituminous surfacing shall be removed by cold planing, or sawcutting and excavating to the depth as required to accommodate the depth of new asphalt concrete specified in the Contract. The excavated area shall be backfilled with asphalt concrete, compacted, and finished to smoothly conform to adjacent grades.

Type I, ½” maximum sized aggregate (MSA) asphalt mix shall be used for finish paving of areas receiving pavement repairs. Pavement repair areas shall be a minimum of 4-feet in width. Asphalt concrete backfill shall be constructed in compacted lifts no greater than 3 inches. Pavement repairs beyond the limits designated by the Engineer shall be considered to be for the Contractor’s convenience and shall be at no additional expense to the City.

SP7-03 MEASUREMENT AND PAYMENT

The contract unit price paid per square foot for the various options of “**Spot Pavement Repairs**” listed in the Bid Schedule shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work involved including, but not limited to, cold planing, sawcutting, excavating, handling and loading of recycled or excavated materials, off hauling and disposing of excess materials and spoils, subgrade preparation and compaction, asphalt emulsion tack coat, and furnishing, placing, spreading, and compacting asphalt concrete and recycled base materials where required to the specified depths, and all other work as stipulated in the Contract Documents, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-8

ASPHALT BERM
(BID ITEM NO. 3)

SP8-01 GENERAL

The work consists of removing two segments of asphalt concrete berm on N. Thompson Road as marked in the field. Work shall be in accordance with the details shown on applicable Caltrans Standard Plan A87B, “Asphalt Concrete Dikes”. Installation shall match the existing adjacent berm sections in geometry and alignment.

Asphalt concrete for berms shall conform to Section 9 “Asphalt Concrete,” of the Technical provisions. Asphalt concrete for AC berms shall be mix Type “III”, 3/8” Maximum, Medium grading.

SP8-02 INSTALLATION

Removals shall be done to a neat, straight, cut joint. Prior to placement of new berm, the pavement shall be thoroughly cleaned and a tack coat of asphaltic emulsion, RS-1 or SS-1h, shall be applied to the pavement surface. The berm shall be placed and compacted utilizing a self-propelled mechanical extruding machine capable of achieving the lines and grades shown on the Plans and the finished dimensions for the specified type of berm. The Contractor shall protect newly placed berm to allow sufficient time for curing. Berms that are damaged before curing or berms that slough or fall apart before curing shall be completely removed and replaced at the Contractor’s expense. If a section of berm looks “patched,” it shall be entirely removed and

replaced with a berm that is smooth, meets the full dimensions of the intended detail, and is uniform in appearance.

As directed by the Engineer, all berms shall be backfilled with either asphalt concrete, select fill, pulverized material, aggregate base, topsoil, or other material that matches the existing shoulder material.

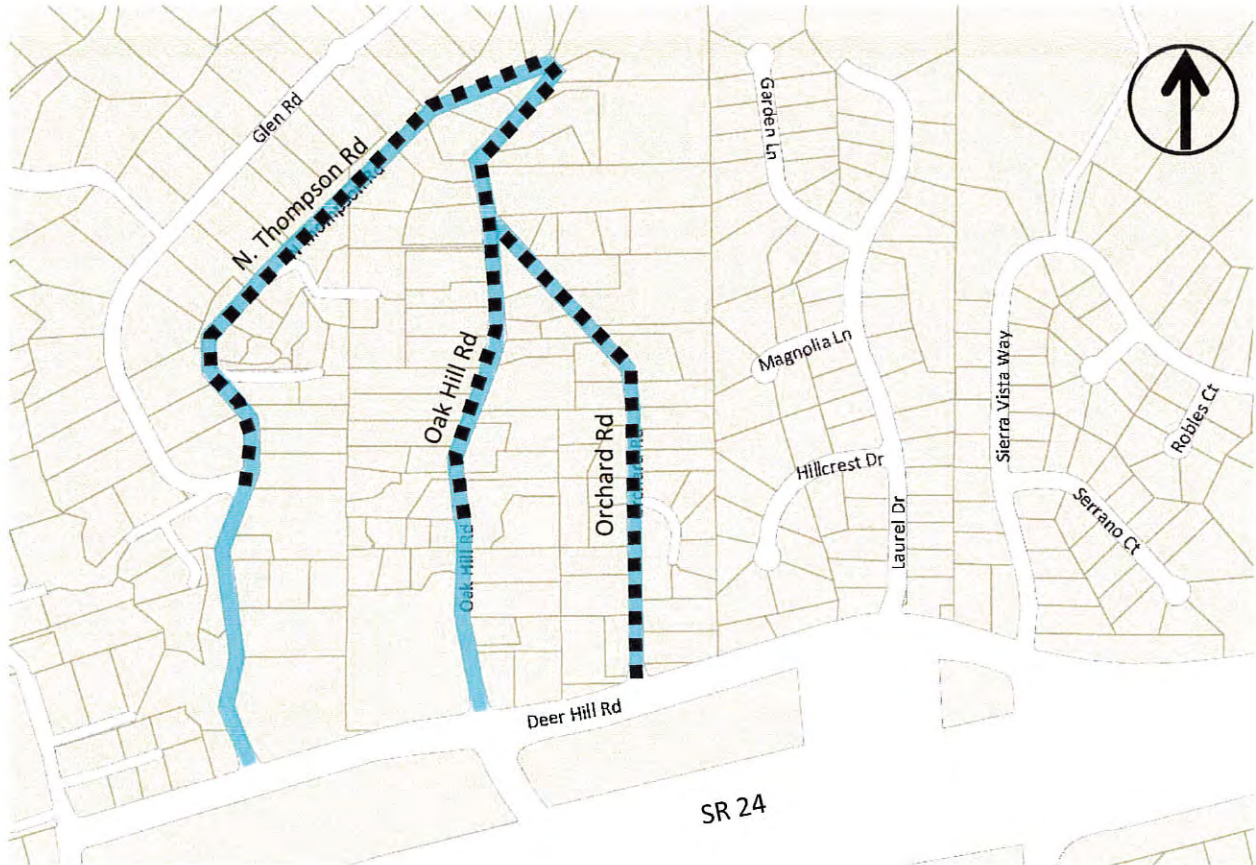
SP22-03 PAYMENT

The contract unit prices paid per linear foot for **“Remove/Replace Asphalt Berm”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to sawcut and remove existing berm and construct new asphalt concrete berm including, but not limited to, sawcutting, removing, cleaning, barricades, asphalt concrete, tack coat binder, compaction, placing and compacting fill material behind new berms where required, and all other work as stipulated in the Contract Documents, as directed by the Engineer, and no additional compensation shall be allowed therefor.

APPENDIX
LOCATION MAPS

PROJECT MAPS

(Page 1 of 2)



LEGEND:

■ ■ ■ ■ ■ Streets to Receive Pavement Repairs (3-Inch AC over 9-Inch Recycled Subgrade)

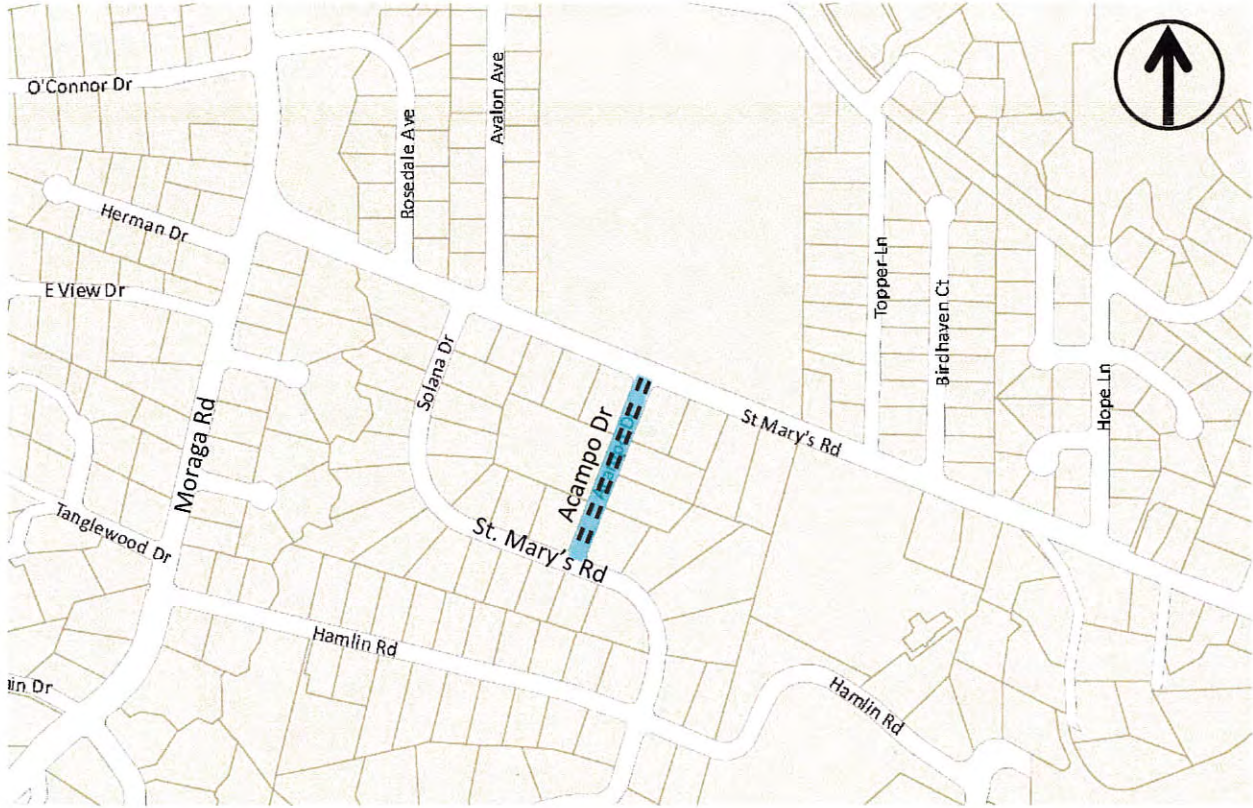
ARROXIMATE QUANTITIES:

North Thompson Road- Pavement Repairs: 3,700 SF; Remove/Replace Berm: 50 LF

Oak Hill Road- Pavement Repairs: 1,400 SF

Orchard Road- Pavement Repairs: 1,500 SF

PROJECT MAPS
(Page 2 of 2)



LEGEND:

== - - - == Streets to Receive Pavement Repairs (6-Inch Deep Lift)

APPROXIMATE QUANTITIES:

Acampo Drive- Pavement Repairs: 500 SF