



**PUBLIC WORKS DEPARTMENT**  
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Project: 2008-04, Major Streets Pavement Management

**ADDENDUM NO. 2**  
**To**  
**CITY OF CUPERTINO'S MAJOR STREETS PAVEMENT MANAGEMENT PROJECT**  
**City Project Number: 2008-04**

Please note that the following revisions are made to the above referenced project:

1. Clarification of the method to be used to determine the lowest bid: Attention is called to Bid Proposal Page 2 of 8, which contains the bid item list and one add alternate item. The lowest bid shall be the lowest bid price on the base contract ("TOTAL BASE BID") without consideration of the prices on the add alternate item.
2. Technical Provisions Page 12 of 33 is revised as shown on the attached revised Technical Provisions Page 12 of 33. Attention is called to paragraph number ten (that appears at the top of Page 12 of 33) of Section 102-3I, Rolling and Compaction, in which minor punctuation errors have been corrected.
3. Revision and clarification of liquidated damages provisions: Bid Proposal Page 1 of 8 and Section 11, TIME OF COMPLETION/LIQUIDATED DAMAGES, on Special Provisions Page 10 of 20 are revised as shown on the attached revised Bid Proposal Page 1 of 8 and Special Provisions Page 10 of 20. The liquidated damages amount is revised, as reflected in these sections, to be \$500.00 per day. A separate liquidated damage amount for traffic marking related mentioned in Special Provisions Section 13 and Technical Provisions Section 108-3D remains the same.
4. The first sentence of item No. 3 of Addendum No. 1 for this project should read "Special Provisions Pages 5, 6, and 7 of 20 are revised as shown on the attached revised Special Provisions Pages 5, 6, and 7 of 20." The correct revised pages were attached to Addendum No. 1.

This Addendum No. 2 is hereby incorporated and made part of the Bid Proposal requirements for the **Major Streets Pavement Management Project**. All other provisions of the Contract Documents shall remain in full force and effect.

APPROVED BY:

FOR Ralph A. Qualls, Jr.  
Director of Public Works

Attachments

Compaction failing to meet the above criteria shall be subject to the payment reductions indicated in Section 39-2.03, "Reduced Payment Factors for percent of Maximum Theoretical Density", and the payment shall apply to each 500 ton lot:

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of asphalt concrete shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any course or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of asphalt concrete placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

#### **102-3J      Sampling**

The Engineer may sample the asphalt concrete from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

#### **102-4   MEASUREMENT AND PAYMENT**

Section 39-8, 'Measurement and Payment', of the Standard Specifications shall not be applicable. The measurement and payment for asphalt concrete, complete in place, will be made at the contract unit price indicated in the Bid Schedule. The Contractor shall furnish to the Engineer one copy of the official weight tag from the asphalt plant for each load of asphalt concrete when material is delivered to the job site.

The High-Stability Mix (H.S. Mix) shall be included in the item for "Cold Plane 3" AC & Replace w/H.S. AC Mix" and no separate payment will be made.

Payment for asphalt concrete placed as part of removal and replacement to correct failed pavement areas shall be included in the "6-Inch Digout" and "Remove and Replace 8-Inches AC" bid items and no separate payment will be made.

The above contract price and payment shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, incidentals; and for doing all of the work involved in constructing asphalt concrete pavement, tack coat, and leveling course, complete as detailed and as specified in these Technical Provisions.

### **SECTION 103**

#### **ASPHALT TACK COAT**

##### **103-1   GENERAL**

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

## BID PROPOSAL

### ***MAJOR STREETS PAVEMENT MANAGEMENT, PROJECT 2008-04***

TO: THE DIRECTOR OF PUBLIC WORKS, CITY OF CUPERTINO, STATE OF CALIFORNIA

Dear Sir:

In compliance with the plans and specifications furnished for the work of the ***MAJOR STREETS PAVEMENT MANAGEMENT, PROJECT 2008-04*** for the City of Cupertino, the undersigned, hereby declare that I have read the proposal requirement, visited the sites, and examined the specifications. I, the undersigned, hereby propose to do all work required to complete the work in accordance with the plans and specifications for the prices set forth in the following schedule. I further understand that said prices include all costs including, but not limited to, local, state and federal taxes, and transportation costs.

***Bidders shall complete the entire Statement of Qualification and submit it with the bid proposal documents. Failure to complete the questionnaire or inclusion of any false statement(s) shall be grounds for immediate disqualification.***

I, the undersigned, also understand that the quantities shown below are estimates only, being given as a basis for comparison of bids. The City of Cupertino does not state that the actual amount of work will correspond but reserves the right to increase or decrease the amount of any class or portion of the work or to omit items or portions of work deemed unnecessary by the Engineer.

The City of Cupertino reserves the right to unilaterally determine and award the contract to any qualified bidder based on the most advantageous proposal, to reject any or all bids, or to waive any irregularities in the procedures.

The work to be done consists of furnishing all labor, methods of process, tools, machinery and material required to complete the ***MAJOR STREETS PAVEMENT MANAGEMENT, PROJECT 2008-04*** as described in the Special Provisions.

I, the undersigned, shall diligently prosecute the work to completion as scheduled. I further understand that I shall pay to the City of Cupertino the sum of Five Hundred Dollars (\$500.00) per day, for each and every day services are not completed as scheduled and/or specified.

In the event of discrepancies between the written unit price and the numerical unit price, the written price shall govern.

## EXPLANATION OF BID ITEMS (Continued)

### **BID ITEM NO. 31 – 4" YELLOW LINE (L.F.)**

This item shall be bid per lineal foot of yellow thermoplastic lines applied at the striped median on Mary Drive north of the shopping center crosswalk. Layout of striped median shall match existing, unless otherwise directed by the City of Cupertino Traffic Engineer.

See Section 108 of the Technical Provisions for additional information.

### **BID ITEM NOS. 32 thru 42 – TRAFFIC STRIPING (L.F.)**

These items shall be bid per lineal foot of individual line installed on the pavement surface. Lines shall be placed using Thermoplastic, Markers, or a combination of the two. The work shall include all costs for providing and placing traffic markers and striping as directed by these specifications and the City's Engineer or acting Agent. See State Standard Plans A20-A, B, C and D for standard striping details. Refer to custom striping details for Details 23C, 38C, and 39AC in the City Standard Details.

See Section 108 of the Technical Provisions for additional information.

### **ADD ALTERNATE NO. 1:**

### **BID ITEM NO. 43 – BLACK AGGREGATE FOR CAPE SEAL/SLURRY SEAL (S.F.)**

This item shall be bid per square foot of Type II Slurry Seal or ARAM Cape Seal placed and shall be considered an additional cost for the inclusion of black aggregate in the slurry mix. Black Aggregate shall be 100% crushed with no rounded particles, volcanic in origin and black in color, as supplied by George Reed, Table Mountain, Sonora, CA or Equal.

The Black Aggregate Alternative Bid Item shall include only **the additional** cost of supplying the Black Aggregate over the cost of the standard specified aggregate. Anticipated additional costs include additional material cost, trucking and Contractor's markup. If the Black Aggregate Alternative Bid Item is awarded, this item shall be paid **in addition to** the bid item for Type II Slurry Seal or ARAM Cape Seal depending on the surface treatment for each individual street.

See Section 102 of the Technical Provisions for additional information.

### **11. TIME OF COMPLETION/LIQUIDATED DAMAGES**

The beginning date for start of overlay work shall be **June 30, 2008**. There are thirty (30) working days allowed for completion of this project.

In order to complete this maintenance work on schedule, the City requests that once the Notice to Proceed and Project has started, the Contractor not pull off the job until completion of work, unless authorized by the City.

The Contractor shall pay to City of Cupertino the sum of five hundred dollars (\$500.00) per day for each and every calendar day's delay beyond the completion date until the work is accepted by the City.