



**PUBLIC WORKS DEPARTMENT**  
Ralph A. Qualls, Jr., Director

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Date: May 29, 2008

File: 98,493.83

Project: 2008-03, Local Streets Pavement Management 1

**ADDENDUM NO. 2**

**To**

**CITY OF CUPERTINO'S LOCAL STREETS PAVEMENT MANAGEMENT 1 PROJECT**

**City Project Number: 2008-03**

Please note that the following revisions and clarifications 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 two add alternate items. 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 items.
2. Technical Provisions Page 11 of 34 is revised as shown on the attached revised Technical Provisions Page 11 of 34. Attention is called to paragraph number ten 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 **Local Streets Pavement Management 1 Project**. All other provisions of the Contract Documents shall remain in full force and effect.

APPROVED BY:

A handwritten signature in cursive script, appearing to read "Ralph A. Qualls, Jr.", written over a horizontal line.

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

Attachments

requirements herein, before paving is resumed.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

### **102-31      Rolling and Compaction**

In addition to the requirements of Subsection 39-5.02 of the Standard Specifications, the number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the asphalt concrete mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the asphalt concrete is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

For leveling courses under 3/4 of an inch (0.06 feet or 19 mm), using 3/8 inch maximum Type A asphalt concrete, breakdown rolling shall consist of three coverages with a pneumatic roller followed by a finishing coverage with a steel wheel roller. Pneumatic rollers shall weigh between 8 and 12 tons.

In lieu of the core testing indicated in the revised specifications referenced above, compaction will be determined, the following shall apply:

The compaction shall be computed for each lot, with a maximum lot size of 500 tons. Each street segment of less than 500 tons shall be its own unique lot.

Core density/nuclear gauge shall be done per CTM 375, 'Determining the In-Place Density and Relative Compaction of Asphalt Concrete Pavement'.

Core densities shall be taken at a rate of no fewer than one core per 50 tons of mix.

If compaction fails by nuclear methods, then core density/nuclear gauge correlation and/or core densities shall be used to establish compaction.

When core density is used to determine compaction, cores that fall between 91.0% and 97.0% of Maximum Theoretical Density shall be paid for by the owner. Failing cores shall be paid for by the Contractor. If the core density testing produces both passing and failing cores, the cost will be prorated between the owner and Contractor.

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.

## BID PROPOSAL

### ***LOCAL STREETS PAVEMENT MANAGEMENT 1, PROJECT 2008-03***

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 ***LOCAL STREETS PAVEMENT MANAGEMENT 1, PROJECT 2008-03*** 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 ***LOCAL STREETS PAVEMENT MANAGEMENT 1, PROJECT 2008-03*** 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.

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. 35 – WARM-MIX ASPHALT (TN.)**

This item shall be bid per ton of asphalt concrete produced and placed using a warm-mix technology which will effectively reduce the mixing and compaction temperatures by a minimum of 50°F. This item is applicable to all asphalt concrete used in this project with the exception of the High-Stability Asphalt Concrete Mix specified. The Warm Mix Asphalt bid alternative unit price shall be the net change in price (plus or minus) for the cost of utilizing warm mix technology on all of the project asphalt concrete with the exception of the High Stability Mix. If this Add Alternate Item is awarded, it shall be paid for *in addition to* the unit price bid per ton of 1/2 inch and 3/8 inch Asphalt Concrete.

See Section 102 of the Technical Provisions for additional information.

**ADD ALTERNATE NO. 2:**  
**BID ITEM NO. 36 – 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 23, 2008**. There are forty-five (45) 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.