

AGREEMENT AND SCOPE OF SERVICES

CRACKSEALING AND PATCHING SERVICES, 2014 STREET MAINTENANCE PROGRAM

February 2014



Quad Knopf

Agreement

It is hereby agreed that the services described hereinafter will be provided at the costs and during the time period described in the Scope of Services

Scope of Services

A. Extent, Nature and Location

The Contractor shall complete, at the locations within the City of Lemoore directed by an authorized employee or agent of the City, one or all of the following procedures in repair of asphaltic concrete streets:

1. Crackfilling
2. Surface patching
3. Deep patching

B. Basis for Payment

The cost of the work to be billed to the City shall be \$49,999 or less invoiced on the following basis:

1. Crackfilling: \$_____ per lineal foot
2. Surface patching: \$_____ per square foot
3. Deep patching: \$_____ per square foot

Regardless of the linear foot or square foot invoice quantities the City shall not be liable for and will not pay any costs or billings exceeding, in the aggregate, \$49,999.

C. Time of Execution

The work to be done shall be completed within a two-week (10 working day) period agreed by the City and the Contractor, between March 5 and April 1, 2014.

D. Preapproval

The method employed in performing the work and all equipment, plant, machinery and tools, used in handling the materials and performing any part of the work shall be subject to the approval of the City before work is started, and if found unsatisfactory, shall be changed and improved as required. All equipment, tools and machinery used must be maintained in a satisfactory working condition.

E. Specifications, Crackfilling

The work shall be done in accord with the following:

1. Environmental Requirements

Apply sealant only to clean, dry, properly prepared cracks and joints.

2. Materials

Crack sealant shall be hot-applied material meeting Caltrans Standard Specification Section 37-5. Contractor must submit to the City, before materials usage, manufacturer's certification of such listing together with:

- a. Manufacturer's heating and application instructions
- b. Manufacturer's MSDS
- c. Name of the manufacturer's recommended detackifier

Hot-applied crack treatment must be delivered to the job site premixed in cardboard containers with meltable inclusion liners or in a fully meltable package.

Each container must be marked with the following information:

- 1. Manufacturer's name
- 2. Production location
- 3. Product brand or trade name
- 4. Product designation
- 5. Crack treatment trade name
- 6. Batch or lot number
- 7. Maximum heating temperature

Copies of the above data shall be furnished to the City before the Contractor begins work on the project. Any sand applied to tacky crack treatment material must be clean, free of clay, and have the following gradation:

Sand Gradation

Sieve size	Percent passing
No. 4	100
No. 50	0-30
No. 200	0-5

3. Preparation

- a. Treat cracks with 1/4" width or more at locations agreed with the project inspector.
- b. Remove vegetation and all foreign or loose materials from cracks and joints with oil-free compressed air at a pressure of at least 90 psi.

- c. If the pavement temperature is below 40 degrees F, or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly to the pavement.
- d. Starting crackfill material installation constitutes contractors' acceptance of surface as clean & dry and suitable for installation.

4. Application

- a. Sealant shall be heated in full compliance with manufacturer-recommended equipment and in compliance with the manufacturer's heating instructions. Copies of such equipment recommendations and instructions shall be furnished to the City before the Contractor begins work.
- b. Apply crack treatment with a nozzle inserted into the crack. Fill the crack flush or to no more than 1/8 inch above the surrounding asphalt surface. If after 2 days the crack treatment is more than 1/8 inch below the surrounding asphalt surface, the sealant fails, or the crack re-opens, re-treat the crack.

Immediately remove crack treatment material that is spilled or deposited on the pavement surface.

- c. Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to any tacky crack treatment material in the traveled way. Sweep up excess sand before opening to traffic.

5. Protection

- a. Care must be taken to keep the public from work area while sealant is being installed and traffic should not be allowed to cross sealant-filled cracks and joints for a period of 10 minutes or until sealant has cooled sufficiently to prevent tracking.

F. Specifications, Patching

1. Existing Conditions

The thickness of the existing pavement at various locations proposed for pavement replacement is approximately 3" of asphalt concrete and 6" of aggregate base. The City makes no warranty that these approximate thicknesses accurately reflect thicknesses throughout areas designated or directed for removal.

2. Removal Procedures

Removal, and subsequent replacement, of existing pavement shall be in regular shapes, encompassing pavement failure or distress areas as directed by the City.

In areas directed by the City to receive surface patching removal shall be to existing aggregate base. In areas directed by the City to receive deep patching removal shall be to existing subgrade.

Materials removed shall be disposed of offsite at an approved dumpsite location by Contractor at Contractor's expense.

3. Materials

- a. Asphaltic concrete shall be Type B 3/8" maximum aggregate hot mix conforming to the requirements of Section 39 of Caltrans Standard Specifications.
- b. Aggregate base shall be Class 2, 3/4" maximum gradation, conforming to the requirements of Section 26 of Caltrans Standard Specifications except that no recyclable material shall be used.
- c. Asphaltic emulsion shall be SS-1 or SS-1h conforming to the requirements of Section 94 of Caltrans Standard Specifications.

4. Installation

- a. A paint binder (tack coat) of asphaltic emulsion shall be furnished and applied to all vertical surfaces of existing pavement, curbs, aprons, and construction joints in the surfacing against which replacement asphalt material is to be placed as provided in Sections 39 and 94, *Caltrans Standard Specifications*, and a uniform tack coat between any successive layers of asphaltic concrete.
- b. Any subgrade exposed for deep patching, any existing aggregate base exposed for surface patching, and any aggregate base and asphaltic concrete installed as patching material shall be compacted to 95%. Any loose material on existing subgrade surface shall be removed.
- c. The maximum compacted thickness of any layer of aggregate base material shall not exceed 6"; the maximum compacted thickness of layer of asphaltic concrete shall not exceed 3".
- d. Aggregate base shall be replaced at the thickness equal to that removed except that in no case shall the thickness be less than 0.50' of aggregate base.

Asphalt concrete shall be replaced at thicknesses equal to those removed except that in no case shall thicknesses be less than 0.25' of asphaltic concrete.

- e. The completed surface of asphalt patches shall be smooth, uniformly textured, and free of ruts, humps, depressions, and irregularities; it shall be true to existing grade and cross-section.

- f. After compaction, do not permit vehicular traffic on patches until the surface has cooled and hardened. Erect barricades, if necessary to protect patches from traffic until asphaltic concrete has cooled.

G. Qualifications

The Contractor shall be licensed by the State of California as a General Engineering Contractor, Class A or a specialty license hereunder that includes this work, and shall have demonstrated experience in the type of work described herein. He shall have, or shall obtain, a City of Lemoore business license.

H. Insurance

The Contractor shall have automobile and general liability insurance in the aggregate amount of \$1,000,000 and Worker's Compensation Insurance in the amount of \$1,000,000 per accident and shall name the City as an additional insured on said policy, providing evidence thereof before beginning work.

I. Total Agreement

This agreement may not be, after execution modified, orally or in writing.

Contractor

City of Lemoore



February 4, 2014

Joe Simonson, Director
City of Lemoore
Parks and Recreation Department
435 C Street
Lemoore, California 93245

Subject: **Crack sealing, patching, 2014**

Dear Mr. Simonson:

You are concurrently receiving from us a draft letter from you to the City Manager requesting authority to proceed with an informal contract for the subject work, together with a recommended agreement and specifications.

Mr. Laws may, or may not, wish to review this matter with the City Council. I do not believe the purchasing ordinance requires him to do so. If he wishes it to go to a Council meeting, it should be the February 18th session, requiring City Clerk agenda notice and material on February 13th.

It is proposed that this work only be done on two types of streets:

- a) Streets on which no major maintenance is proposed this year or next (crackfilling and patching will be included in the contracts; overlays and slurry seal). Examples are Fox Street between D and Cinnamon and Idaho Avenue.
- b) Streets scheduled for Reclamite work this year, as a public relations measure (“why didn’t the City patch/crackfill before ‘paving’”).

As we have discussed, it is likely that only your major local contractor could cost-effectively do this work. Your enabling ordinance (attached, tabbed) does not require advertisement.

It will be essential that the City’s representative (Frank Rivera) be thoroughly familiar with the specifications and on-the-job full-time when the work is proceeding. We welcome your, Ray Greenlee’s and Frank’s corrections to the specifications.

It is probably worth repeating to you the gist of the conversations we have had regarding patching and crackfilling. Performing these essential tasks by contract is not cost effective. They are best performed by the assignment thereto of trained, on-staff, personnel utilizing proper equipment. Absent sufficient personnel, it has been suggested that the City have proper equipment and each year hire a part-time (retired County?) person familiar with such work to supervise part-time employees.

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February 5, 2014

Nevertheless, the informal contract/specifications approach embodied in the materials being provided to you should be authorized and implemented at an early date this spring.

Sincerely,

A handwritten signature in black ink, appearing to read "Harry A. Tow". The signature is fluid and cursive, with a large loop at the beginning and a horizontal line extending to the right.

Harry A. Tow, P.E.
City Engineer

cc: Jeff Laws, City Manager
Ray Greenlee, Parks and Facilities Superintendent

L140050
HAT/vlw