

SCOPE OF WORK

Annual Requirements Contract for Asphalt Repair Work

1.0 INTENT

The intent of this invitation to bid is to establish an annual requirements contract for a contractor to provide various asphalt paving and services on an as needed and emergency repair basis for Arlington Water Utilities. Unless otherwise instructed, the successful bidder shall be responsible for preparation of the job site and clean-up of work for services performed.

The City reserves the right to make a bid award to either one vendor or to multiple vendors, whichever is in the best interest of the City. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.

Unit prices listed on the bid proposal form shall include all labor, materials, tools, equipment and incidentals required to complete the work specified.

2.0 SCOPE OF WORK

The material used in the construction of all individual projects shall be in compliance with the City of Arlington's Public Works and Transportation Special Provisions located at:

https://www.arlingtontx.gov/city_hall/departments/public_works_transportation/engineering/standard_specifications_special_provisions

Details are located at

https://www.arlingtontx.gov/cms/one.aspx?portalld=14481146&pageId=14990456

The vendor shall not sell, transfer, assign or otherwise dispose of this contract to any third party for the performance of the work. The vendor shall not shut down or disrupt traffic unless permission is obtained from the authorized Arlington Public Works and Transportation representative.

The City of Arlington reserves the right of inspection, at any time, for the purpose of ensuring that all plans, workmanship, and specifications are complied with and that the completed work is obtained as described and performed in a timely manner.

The vendor shall notify all affected property owners if facilities such as landscaping, mailboxes, fences or irrigation systems need to be removed or relocated. These facilities shall be returned to the original location and reinstalled as prior to construction without damage.

It is the responsibility of the vendor to provide safe passage of traffic, and for ingress and egress to public and private property at all times during construction of all projects. This also include the traffic control plan, setup, and breakdown of the traffic control devices.

Upon completion of a water or sewer related repair, an Arlington Water Utilities representative will backfill and compact the excavation site, leaving 10"-16" of cement treated base or 227 to street level, and open the street to traffic. At that time an Arlington Water Utilities representative will contact the successful bidder with the location, classification (routine or emergency), and repair type (temporary, permanent, or miscellaneous).

3.0 RESPONSE TIME

In the event asphalt repairs are needed, the primary vendor will be notified by the City of Arlington Water Department. At that time, the primary vendor will be notified of the nature of the repair, emergency or routine and given the location specific details. At that time, the vendor must commit to getting the work initiated and completed within the timeframes specified. If the primary contractor is unable to commit to the work requested, the secondary vendor will be called, and if necessary, the tertiary vendor.

4.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Unless provided otherwise in the specifications, the Awarded Contractor will pay liquidated damages to the City as follows:

- 1) Failure to respond to requests by City within twenty-four (24) hours regarding the timeliness of jobs being completed; shall result in a \$150 per day deduction per job.
- 2) The parties agree that damages consequent to a breach of this section are not readily ascertainable at the time of execution of this Contract and agree that \$150 per day is an amount proportionate to the cost incurred by the City as a result of such breach. The parties agree that this amount is not intended as punitive damages.

5.0 ROUTINE ASPHALT REPAIR WORK

- All routine repairs shall be initiated within five (5) working days of notification.
- Site cleanup must be initiated immediately upon completion of work. Site cleanup must be completed within two (2) working days.
- Each routine construction location repair must be completed, and site cleaned up within seven (7) days of when vendor is notified.
- Major thoroughfares must be put back in service as soon as possible.

6.0 EMERGENCY ASPHALT REPAIR WORK

- All emergency repairs shall be initiated within two (2) calendar days of notification.
- Site cleanup must be initiated immediately upon completion of work. Site cleanup must be completed within two (2) working days.
- Each emergency construction location repair must be completed, and site cleaned up within five (5) days of when vendor is notified.
- Major thoroughfares must be put back in service as soon as possible.

7.0 BID ITEMS

1) TEMPORARY PAVEMENT REPAIR

Temporary pavement will be measured in a per square foot basis. Pricing for temporary repairs shall include:

- Excavation of cement treated base backfill of 4" and compaction to 95% of maximum dry density, per ASTM D698
- Sawcut edges of the repair
- Furnishing, transporting, and placing 4" of Type "D" HMAC
- Connections to existing paving, curb and gutter.
- All other material, labor, tools equipment and incidentals necessary to complete the repair.

2) PERMANENT PAVEMENT REPAIR

Permanent pavement will be measured in a per square foot basis. Pricing for permanent repairs shall include:

- Excavation of cement treated base backfill of 8" and compaction to 95% of maximum dry density, per ASTM D698.
- Sawcut edges of the repair
- Furnishing, transporting, and placing 6" of Type "B" HMAC and 2" of Type "D" HMAC.
- Connections to existing paving, curb and gutter.
- All other material, labor, tools equipment and incidentals necessary to complete

3) MISCELLANEOUS PAVING REPAIRS

Miscellaneous paving repairs shall be measured on a per square foot basis.

This item shall include the demolition, removal and disposal of existing asphalt pavement. Demolition debris become the property of the contractor and is to be legally disposed of in a manner acceptable to City of Arlington.

Limits of existing pavements to be removed shall be marked in the field by the City of Arlington. The Contractor shall saw cut all removal limit lines in a neat and workman like manner. Jagged saw cuts or broken pavement edges will not be allowed. Cost of replacement for surfaces not designated for removal or damaged during the demolition process will be the responsibility of the Contractor.

- Excavation backfill and compaction to 95%. All fill material shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, ± two percentage points, as determined by ASTM D698.
- Furnishing, transporting, and placing 8" of cement treated base, compacted to 95% of maximum dry density, per ASTM D698
- Furnishing, transporting, and placing 6" of Type "B" HMAC and 2" of Type "D" HMAC.
- Connections to existing paving (if applicable)

All other material, labor, tools equipment and incidentals necessary to complete the work.

8.0 CONSTRUCTION WATER

If construction water is necessary, it will not be provided free to the vendor. All construction water will be metered by City owned meters and only these meters. The vendor is responsible for paying the current rate for the meter at the Customer Services Office - 101 W. Abram, 1st Floor of the City of Arlington Municipal Building. The meter will be read and billed each month in accordance with the current Customer Services Policy. Any damage that occurs to the meter during this time will be repaired by the City of Arlington at the expense of the vendor. The cost of the repairs will be deducted from the deposit and the remaining deposit returned to the vendor. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. If the meter is set on a fire hydrant, the meter assembly shall be provided with an approved backflow prevention device, provided by the vendor in accordance with the standard detail.

9.0 GURANTEE

The vendor shall guarantee all work for a period of two years from the date of written acceptance by the owner. Damage due to acts of God or from sabotage and/or vandalism are specifically excepted from this guarantee. When defective material and workmanship are discovered, required repairs are to be made under this guarantee and all such repair work shall be done by the vendor at his own expense immediately after notice has been given him by the Owner. Should the vendor refuse or fail to make the repairs within 3 days thereafter, the Owner may make the necessary repairs and charge the Contractor with the actual cost of the labor and materials required.

10.0 COMMUNICATION

- 1) Contractor will have communication equipment as necessary to perform the services of this Contract. This can include cellular phones, telephone answering devices, fax machine and/or email. Email is the preferred method for communicating with the Contract Administrator or designee.
- 2) The Contractor shall respond to communication requests from the Contract Administrator or designee within two (2) hours during the normal working hours of 7:30 a.m. to 4:00 p.m.