

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

Job Order Contract for Streets and Sidewalk Maintenance 2023

<<MONTH YEAR>>



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**919 Palm Street
San Luis Obispo, CA 93401
(805) 781-7200**

Job Order Contract for Streets and Sidewalk Maintenance 2023

Approval Date: <<date of CM or CAR Report Authorizing Advertisement>>



<<Signature Date>>

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**NOTICE TO BIDDERS
BID SUBMISSION**

Sealed bids will be received by the City of San Luis Obispo at the Public Works Administration Office located at 919 Palm Street, San Luis Obispo, California 93401, until

2:00 p.m. on <<January 1, 2020>>

at which time they will be publicly opened and read aloud. Public bid opening may also be viewed via Microsoft Teams video conference and conference call. Use the following link:

or join by phone with this number: (209)645-4165 with Conference ID: **XXXXXXXXXX**

Submit bid in a sealed envelope plainly marked:

Job Order Contract for Streets and Sidewalk Maintenance 2023, Specification No. 9XXXX>>

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered.

By submission of bid you agree to comply with all instruction and requirements in this notice and the contract documents.

All bids must be submitted on the Bid Item List form(s) provided and submitted with all other Bid Forms included in these Special Provisions.

Each bid must be accompanied by either a:

1. certified check
2. cashier's check
3. bidder's bond

made payable to the City of San Luis Obispo for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City San Luis Obispo if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of San Luis Obispo reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared based on the City Engineer's estimate of the quantities of work to be done, as shown on the Bid Item List.

NOTICE TO BIDDERS

Bids will only be accepted from bidders that are licensed in compliance with the provisions of Chapter 9, Division III of Business and Professions Code.

The award of the contract, if awarded, will be to the lowest responsive bid submitted by a responsible contractor whose bid complies with the requirements prescribed. If the contract is awarded, the contract will be awarded within 60 calendar days after the opening of the bids.

Failure to raise defects in the notice to bidders or bid forms prior to bid opening constitute a waiver of those defects.

BID DOCUMENTS

A copy of the plans and special provisions may be downloaded, free of charge, from the City's website at:

www.slocity.org/government/department-directory/public-works/public-works-bids-proposals

No printed copies are available for purchase at the City office.

Standard Specifications and Engineering Standards referenced in the Special Provisions may be downloaded, free of charge, from the City's website at:

www.slocity.org/government/department-directory/public-works/documents-online/construction-documents

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the City's website listed above or at the office of the City Engineer.

Contact the project manager, Manny Guzman at 805-781-7423 or the Public Works Department at (805) 781-7200 prior to bid opening to verify the number of addenda issued.

You are responsible to verify your contact information is correct on the plan holders list located on the City's website at:

www.slocity.org/government/department-directory/public-works/public-works-bids-proposals.

PROJECT INFORMATION

In general, the project consists of repairing utility trenches, roadway failures, damaged concrete, and completing other minor maintenance work on an as needed basis.

The project estimated construction cost is \$1,101,138.

NOTICE TO BIDDERS

Contract time is established as 36 months.

The fixed liquidated damages amount is established at \$500 per day for failure to complete the work within the contract time.

In compliance with section 1773 of the Labor Code, the State of California Department of Industrial Relations has established prevailing hourly wage rates for each type of workman. Current wage rates may be obtained from the Division of Labor at:

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFICATIONS

You must possess a valid Class A Contractor's License at the time of the bid opening.

You and any subcontractors required to pay prevailing wage must be registered with the Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. All referenced projects must have been completed within the last five years from this project's bid opening date.

One of the three reference projects must have been completed under contract with a city, county, state or federal government agency as the prime contractor.

All referenced projects must be for street construction, paving, trench repair work (including open trench utility work), and minor concrete work (including the replacement of curb ramps).

Failure to provide reference projects as specified in this section and as required on the qualification form is cause to reject a bid as being non-responsive.

The City reserves the right to reject any bid based on non-responsiveness if a bidder fails to provide a bid that complies with all bidding instructions.

The City reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the Director of Public Works or Designee finds, after providing notice and a hearing to the bidder, that the bidder lacks the

1. knowledge
2. experience,
3. or is otherwise not responsible

NOTICE TO BIDDERS

as defined in Section 3.24 of the San Luis Obispo Municipal Code to complete the project in the best interest of the City.

Rejected bidders may appeal this determination. Appeal must comply with the requirements in this Notice to Bidders.

It is the City of San Luis Obispo's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the project manager located at:
919 Palm Street
San Luis Obispo, CA 93401.

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance to the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The Director of Public Works or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of ruling within ten days of determination.

If the protester is not satisfied with ruling, the protester may appeal the ruling to the City Council in compliance with Chapter 1.20 of the City of San Luis Obispo Municipal Code.

Pursuant to the Public Records Act (Government Code, § 6250, et seq.), the City will make public records available upon request.

AWARD

The lowest bidder will be determined using the BID TOTAL based on the quantities supplied by the City and the bidder's unit price.

As a condition to executing a contract with the City, two bonds each equal to one hundred percent of the total contract price are required in compliance with Section 3-1.05 of the Standard Specifications.

NOTICE TO BIDDERS

You may substitute securities for moneys withheld under the contract in compliance with the provisions of the Public Contract Code, Section 10263.

ACCOMMODATION

If any accommodations are needed to participate in the bid process, please contact Argelia Chang at (805) 781-7200 or by Telecommunications Device for the Deaf at (805) 781-7107. Requests should be made as early as possible in the bidding process to allow time for accommodation.

BID FORMS

All bid forms must be completed and submitted with your bid. Failure to submit these forms and required bid bond is cause to reject the bid as nonresponsive. Staple all bid forms together.

THE UNDERSIGNED, agrees that they have carefully examined:

1. the location of the proposed work
2. the plans and specifications
3. read the accompanying instructions to bidders

and propose to furnish all:

1. materials
2. labor

to complete all the required work satisfactorily in compliance with

3. plans
4. specifications
5. special provisions

for the prices set forth in the bid item list:

BID ITEM LIST FOR JOB ORDER CONTRACT FOR STREETS AND SIDEWALK MAINTENANCE 2023, SPECIFICATION NO. 9XXXX

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	15, 42, 77	Edge Grind	SQFT	500		
2	39, 77	1.75" Thin Maintenance Overlay	SQFT	500		
3	39, 77	2" AC Grind & AC Overlay – ½" Aggregate	SQFT	200		
4	39, 77	6" AC Pavement – Excavation & Restoration	SQFT	8,000		
5	39, 77	10" AC Pavement – Excavation & Restoration	SQFT	3,000		
6	77	8" PCC with 3" max AC Cap – Excavation & Restoration	SQFT	1,800		
7	26, 77	Class II Aggregate	TON	50		
8	26, 77	Trench Backfill Sand	TON	50		
9	39	AC Dike – Caltrans A87B	LF	220		
10	39, 77	Pavement Reinforcing Fabric - Glass Grid	SQYD	10		

BID FORMS

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
11	19	Geo Textile grid	SQYD	10		
12	37	Fog Seal	SQYD	20		
13	84	Pavement Marking – Caltrans A24	SQFT	100		
14	84	12-inch White Limit Line	LF	50		
15	84	Traffic Stripe – Caltrans A20A Detail 1	LF	50		
16	84	Traffic Stripe – Caltrans A20A Detail 2	LF	50		
17	84	Traffic Stripe – Caltrans A20A Detail 8	LF	50		
18	84	Traffic Stripe – Caltrans A20A Detail 9	LF	50		
19	84	Traffic Stripe – Caltrans A20A Detail 22	LF	50		
20	84	Traffic Stripe – Caltrans A20B Detail 29	LF	50		
21	84	Traffic Stripe – Caltrans A20D Detail 38	LF	50		
22	84	Traffic Stripe – Caltrans A20D Detail 39	LF	50		
23	84	Traffic Stripe – Caltrans A20D Detail 39A	LF	50		
24	84	Reflective Pavement Marker – All types	EA	5		
25	84	Hi-Vis Crosswalk – Std. 7350	LF	20		
26	84	Bike Lane Buffer	LF	50		
27	84	Green Bike Lane Coating – Std. 7360	SQFT	1000		
28	15	Remove Traffic Stripe	LF	100		
29	15	Remove Pavement Marking	SQFT	100		
30	73	Remove & Replace Sidewalk – Std. 4110 (Area – Under 60 SQFT)	SQFT	60		
31	73	Remove & Replace Sidewalk – Std. 4110 (Area – 60 to 180 SQFT)	SQFT	180		
32	73	Remove & Replace Sidewalk – Std. 4110 (Area – Over 180 SQFT)	SQFT	200		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
33	73	Remove & Replace Curb and Gutter – Std. 4030	LF	80		
34	73	Remove & Replace Curb Ramp – Std. 4440	SQFT	1,500		
35	73	Remove & Replace Cross Gutter – Std. 4310	SQFT	10		
36	73	Remove & Replace Driveway Ramp – Std. 2110, 2111, 2115, 2116	SQFT	400		
37	73	Mission Style PCC Coloring and Salt Finish	SQFT	300		
38	73	Mission Style Tile Installation - Std. 4220	LF	20		
39	73	Single Mission Style Tile Installation – Std. 4220	EA	100		
40	73	Replace Truncated Domes – Std. 4440	SQFT	50		
41	73, 84	Repaint Curb	LF	100		
42	73	Furnish & Install Metal Post – Std. 7210	EA	5		
43	73	Furnish & Install Metal Post – Std. 7215	EA	5		
44	15, 56	Furnish & Install Sign	EA	5		
45	15	Reconstruct Guardrail – Caltrans A77A1	LF	10		
46	73	Furnish & Install Tree Well – Std. 8130, 4' x 4'	EA	1		
47	73	Furnish & Install Tree Well – Std. 8130, 5' x 5'	EA	1		
48	73	Furnish & Install Tree Well – Std. 8130, 6' x 6'	EA	1		
49	15	Enlarge Tree Grate Opening	EA	20		
50	51, 77	Catch basin – Std. 3350	EA	1		
51	51, 77	Catch basin – Std. 3355	EA	1		
52	51, 77	Catch basin – Std. 3355A	EA	1		
53	51, 77	Catch basin – Std. 3360	EA	1		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
54	15	Adjust Utility Cover – Std. 6040	EA	25		
55	15, 77	Manhole Frame & Cover Replacement – Std. 6040	EA	12		
56	15, 77	Manhole Replacement – Std. 3530 or 6610	EA	1		
57	77	Manhole Coating	EA	10		
58	77	Construct Well / Cleanout – G5 – Std. 6710	EA	3		
59	77	Potholing (Depth – 0’ to Under 4’)	EA	20		
60	77	Potholing (Depth – 4’ to Under 8’)	EA	15		
61	77	Potholing (Depth – 8’ and Over)	EA	15		
62	77	Pipe Excavation & Restoration (Depth - 0’ to Under 2.5’)	LF	20		
63	77	Pipe Excavation & Restoration (Depth - 2.5’ to Under 8.5’) Shoring Required	LF	20		
64	77	Pipe Excavation & Restoration (Depth – 8.5’ and Over) Shoring Required	LF	20		
65	12	Traffic Control – Eng. Std. Appendix G – Figure A	HR	40		
66	12	Traffic Control – Eng. Std. Appendix G – Figure B	HR	70		
67	12	Traffic Control – Eng. Std. Appendix G – Figure C	HR	10		
68	12	Traffic Control – Eng. Std. Appendix G – Figure D	HR	30		
69	12	Traffic Control – Eng. Std. Appendix G – Figure E	HR	90		
70	12	Traffic Control – Eng. Std. Appendix G – Figure F	HR	10		
71	12	Traffic Control – Eng. Std. Appendix G – Figure G	HR	20		
72	12	Traffic Control – Eng. Std. Appendix G – Figure H	HR	40		
73	12	Traffic Control – Eng. Std. Appendix G – Figure I	HR	10		

BID FORMS

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
74	12	Traffic Control – Eng. Std. Appendix G – Figure J	HR	10		
75	12	Traffic Control – Eng. Std. Appendix G – Figure K	HR	110		
76	12	Traffic Control – Eng. Std. Appendix G – Figure L	HR	20		
77	12	Traffic Control – Eng. Std. Appendix G – Figure M	HR	200		
78	12	Traffic Control – Eng. Std. Appendix G – Figure N	HR	30		
79	12	Traffic Control – Eng. Std. Appendix G – Figure O	HR	20		
80	12	Traffic Control – Eng. Std. Appendix G – Figure P	HR	100		
81	12	Minor Traffic Control	HR	1,000		
82	77	Abandon and Grout (E) Sanitary Sewer with Flowable Fill	CY	100		
83	86	2" SCH 40 Conduit, 2-Sack Concrete Capped	LF	300		
84	86	4" SCH 40 Conduit, 2-Sack Concrete Capped	LF	500		
85	86	2" SCH 40 Conduit, 2- City Std. 6035- Trench Detail	LF	300		
86	86	4" SCH 40 Conduit, 2- City Std. 6035- Trench Detail	LF	500		
87	86	Electrical Pull Box, PG&E Type #2 (17"x30"x26)	EA	10		
88	84	Pexco City Post (EAC Mount), 36" height, white w/ 3 grey retroreflective strips (or approved equal)	EA	30		
89	84	Pexco City Post (EAC Mount), 18" height, white w/ 3 yellow retroreflective strips	EA	20		
Bid Total					\$	
Company Name:						

(1) refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

BID FORMS

LIST OF SUBCONTRACTORS

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.33C of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in section 5-1.13 of the standard specifications.

For Streets & Highways projects, subcontractors performing less than ten thousand dollars (\$10,000) worth of work need not be mentioned. **Subcontractors required to pay prevailing wage, must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.**

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number	DIR Public Works Registration Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Attach additional sheets as needed.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In compliance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder, or any subcontractor to be engaged by the bidder, **has _____, has not _____** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In compliance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

_____ Yes _____ No

If the answer is yes, attach a letter explaining the circumstances

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In compliance with Public Contract Code Section 10232, you hereby state under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against you within the immediately preceding two-year period because of your failure to comply with an order of a federal court which orders you to comply with an order of the National Labor Relations Board.

LABOR CODE SECTION 1725.5 STATEMENTS

The bidder has delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. Any judgment, order, or determination that is

BID FORMS

under appeal is excluded, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

_____ Yes _____ No

The bidder is currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

_____ Yes _____ No

NOTE: The above Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID FORMS

NON-COLLUSION DECLARATION

I, _____, declare that I am _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone refrained from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on _____, 20____, in _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(SEAL)

(Signature and Title of Declarant)

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

Company Name:_____

BID FORMS

QUALIFICATIONS

Failure to furnish complete reference information **ON THIS FORM**, as specified in this project's Notice to Bidders and indicated below, is cause to reject the bid. Additional information may be attached but is not a substitute for this form.

Reference Number 1

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include xxx activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 2

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include xxx activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 3

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include xxx activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

BID FORMS

ATTACH BIDDER'S BOND TO ACCOMPANY BID

Know all men by these presents:

That we _____, AS PRINCIPAL, and
_____, AS SURETY, are held and firmly
bound unto the City of San Luis Obispo in the sum of:
_____ Dollars (_____) to be paid to
said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we
bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by
these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above
bounden _____
to construct _____
(insert name of street and limits to be improved or project)

dated _____ is accepted by the City of San Luis Obispo, and if the above
bounden _____, his heirs, executors,
administrators, successors, and assigns shall duly enter into and execute a contract for such construction and
shall execute and deliver the two bonds described within ten (10) days (not including Saturdays, Sundays, or
legal holidays) after the above bounden,

_____, has received notice by and from the
said City of San Luis Obispo that said contract is ready for execution, then this obligation shall become null
and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ___ day of _____, 20_____.

Bidder Principal:

Signature Date
Title:

Surety:

Bidder's signature is not required to be notarized. Surety's signature must be notarized.
Equivalent form may be substituted
(Rev. 6-30-14)

SPECIAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main section heading of the Standard Specifications. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. Any paragraph added or deleted by a revision clause does not change the paragraph number of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.01 GENERAL:

The work must be done in compliance with the City of San Luis Obispo, Department of Public Works:

1. Job Order Contract for Streets and Sidewalk Maintenance 2023 Special Provisions
2. City of San Luis Obispo Standard Specifications and Engineering Standards – 2020 edition
3. State of California, Department of Transportation Standard Specifications and Standard Plans – 2015 edition

In case of conflict between documents, governing ranking must comply with section 5-1.02 of the City of San Luis Obispo's Standard Specifications.

Failure to comply with the provisions of these sections is a material breach of contract:

1. Sections 5 through 8 of the Standard Specifications
2. Section 12 through 15 of the Standard Specifications
3. Section 77-1 of the Standard Specifications
4. Section 81 of the Standard Specifications
5. authorized working hours
6. OSHA compliance

3 CONTRACT AWARD AND EXECUTION

Add to Section 3-1.18A:

The Engineer may immediately suspend all work until compliance is achieved. You will bear all costs incurred by such suspension, and no additional compensation for losses incurred by you will be allowed therefor. You will be assessed liquidated damages and pay to the City of San Luis Obispo the sum set forth in these Special Provisions, for each day you do not comply with contract requirements.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

SPECIAL PROVISIONS

Comply with the provisions of Sections 12, 13, 15, 19, 26, 37, 39, 42, 51, 56, 73, 77, and 84 for general, material, construction, and payment specifics.

This agreement will be the basis for Job Order Contract Task Orders to be issued periodically. The Engineer will identify locations in need of maintenance work and contact you for a Task Order Scoping meeting, to make repairs per items shown on the bid item list. Within ten (10) calendar days of written notification of work needs, you must meet the Engineer on-site to review task scope and estimate quantities. The Engineer will issue a Task Order by means of a purchase order document and/or a written notice to start work to you. Identify the number of working days for the Task Order and identify the work start date. Five (5) calendar days after the Task Order has been issued, you must submit a traffic control plan for review and approval. Construction must start no later than 10 calendar days after you have received a purchase order via email. Liquidated damages will be assessed for not completing each task order in the identified number of working days.

5 CONTROL OF WORK

Add to Section 5-1.13A:

You must notify the Engineer if any subcontractors are performing work on an issued Task Order, prior to the execution of that Task Order.

6 CONTROL OF MATERIALS

Add to Section 6-3.06:

Settlement of any pavement repair is considered a substantial defect. Guarantee periods will be one year after the completion of each individual Task Order. This period begins on the date the Task Order is accepted as complete by the Engineer.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to Section 7-1.03B PUBLIC CONVENIENCE, Traffic Control Plan

Normal working hours are Monday through Friday between 7:00 a.m. and 4:00 p.m. Modified working hours may be required for individual sites when determined necessary by the Engineer. You may also request modified work hours to facilitate the work, which will be considered by the Engineer.

Jack hammering, sawcutting, grinding, or any other type of demolition work producing similar noise levels is prohibited between the hours of 11:00 a.m. and 1:00 p.m. within 500 feet of a food service establishment.

Provide traffic control plan and traffic control application at or before the preconstruction meeting. Traffic control plan must be drawn to scale. Traffic control application may be obtained on the City's website:

SPECIAL PROVISIONS

www.slocity.org/government/department-directory/public-works/documents-online/construction-documents

Upon approval of the traffic control plan, the City will issue a no-fee Encroachment Permit. Permittee is responsible to comply with all conditions of the traffic control plan. Complete work using due diligence to restore free flowing of traffic.

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph in Section 8-1.02A SCHEDULE, General with:
Provide a Level 1 schedule for Task Orders of durations greater than 10 working days.

Add to Section 8-1.02A General:

An invoice must be submitted per task order for payment. Multiple task orders cannot be in the same invoice.

9 PAYMENT

Replace Sections 9-1.06B and 9-1.06C with:

The estimated quantities in these Special Provisions are furnished as a tool to the Contractor as what might be expected of this Contract. The quantities will vary based on the City's needs. Payment will be made for actual quantities completed at the unit price provided.

Replace Section 9-1.07 with:

Bid items prices shall be adjusted annually from the month of contract award by modifying the unit price up or down in conformance with the California Construction Cost Index as published by the California Department of General Services. The factor for the adjustment of bid items shall be calculated at the contract 12-month and 24-month period utilizing the following formula:

$$\text{Factor} = 1 + \left(\frac{\text{Current Index} - \text{Base Index at Contract Execution}}{\text{Base Index at Contract Execution}} \right)$$

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

11 WELDING

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-1.01:

Some work locations will require the implementation of a simplified traffic control. These locations will be paid per the "Minor Traffic Control" bid item instead of one of the pre-established figures in Engineering Standards – Appendix G. "Minor Traffic Control" will apply to minor repair locations, on local streets, where approximately 10 cones, and the use of barricades, can delineate traffic around a small work area.

SPECIAL PROVISIONS

Add to Section 12-1.04:

Traffic delineation and trench protection must be maintained at all times. If barricades are required after sunset, lights/flashing beacons will be required. When traffic control is required to be present during non-work hours, the cost will be included in the working day hourly compensation.

13 WATER POLLUTION CONTROL

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-9.02 AIR POLLUTION CONTROL, General:

The City has obtained an annual permit for construction from the Air Pollution Control District (APCD). The annual APCD permit and construction log files are located on the City's website:

<http://www.slocity.org/government/department-directory/public-works/documents-online/construction-documents>

A copy of the permit can also be found in Appendix H of the City Standards. You are required to comply with the APCD permit including all notification and construction logs using the appropriate equipment. Provide training to all workers in the construction area.

You must comply with section 77-1 of the standard specifications.

Add Section 14-9.02A AIR POLLUTION CONTROL, Construction:

Where contamination is encountered, you are responsible to:

1. monitor
2. record
3. report

H₂S and Hydrocarbon FID readings taken every hour during work in the contamination zone or as directed by the Engineer.

Appropriate Personal Protective Equipment (PPE) must be used.

Add Section 14-9.02C AIR POLLUTION CONTROL, Payment:

Full compensation for APCD compliance and applicable engineering standards is included in the payment for other bid items unless a bid item of work is shown on the bid list item.

Add to Section 14-9.02D:

Full compensation for APCD compliance and applicable engineering standards will be paid by force account when contamination is encountered.

SPECIAL PROVISIONS

15 EXISTING FACILITIES

Add to Section 15-2.02 Obliterate Roads, Detours, and Surfacing

Micro-milling must be utilized for bike lane and at existing curb ramp edge grinds. Micro-milling machines shall:

Be equipped with a micro-milling drum with tungsten-carbide-tipped cutting teeth spaced no greater than $\frac{1}{4}$ inch apart on center. The configuration of the teeth shall be such that the deviation in elevation between any 2 teeth does not exceed $\frac{1}{16}$ inch. Be capable of removing asphalt concrete pavement to a tolerance of +/- $\frac{1}{8}$ inch. Be equipped with an automatic grade control system operating in "profile" mode.

Micro-milling shall result in a grid-patterned textured pavement surface with longitudinal ridges approximately the same distance apart as the cutting teeth. The ridges shall be consistent in depth, width, and profile. The distance between the top of the ridge and the adjacent valleys shall not exceed $\frac{1}{8}$ inch.

Add Section 2.02B Payment

The linear foot price for **Edge Grinds** shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, and incidentals, and for doing all the work involved with bike lane and at existing curb ramp edge grinds and no additional compensation therefore.

Add to Section 15-2.02B(1):

Portland concrete cement (PCC) pavement must be saw-cut with a diamond saw to a minimum depth of 8 inches.

As an alternate to sawcutting and excavation, you may use a gridding device such as a "zipper" on asphalt pavement, to remove the trench repair area.

Replace Section 15-2.02C(3) with:

Section 15-2.02C(3) Payment:

Traffic stripe removal will be paid per linear foot, regardless of width and the number of passes to remove stripes entirely and to the satisfaction of the Engineer.

Add to Section 15-2.04A:

All existing manholes, valve wells, cleanouts, and boxes within work limits must be replaced in accordance with current Engineering Standards.

Replace Section 15-2.04D with:

15-2.04D Reconstruct Metal Beam Guard Railing

Limits of removal and replacement will be determined by the Engineer and indicated in the issued Task Order for that work. Replacement Metal Guard Beam Rail shall conform with Section 83.

SPECIAL PROVISIONS

Replace Section 15-2.07E with:

15-2.07E Modify Tree Grate:

Tree well grates are to be modified as needed to accommodate increasing trunk size. The grate is to be cut to the nearest concentric ring as directed by the Engineer. Cuts must be neat and smoothed to remove jagged edges. Grates must be removed for cutting if needed to protect the tree or other adjacent improvements.

37 BITUMINOUS SEALS

Replace the 1st sentence of Section 37-5.01C with:

Crack treatment material shall be Caltrans Type 2, Deery 200 as produced by Crafcoc, Inc., or approved equal from the Caltrans approved crack treatment material list.

Replace the 1st sentence of Section 37-5.02 with:

Only hot applied crack treatments are approved for this project.

Replace the 1st and 2nd paragraph of Section 37-5.03 with:

Cracks must be cleaned of all weeds and debris prior to crack sealing. Do not rout or saw cut cracks.

Replace the last paragraph of Section 37-5.03 with:

Apply the manufacturer's recommended detackifying agent to the crack treatment material.

Replace Section 37-5.04 with:

Payment for Crack sealing will be at force account.

39 ASPHALT CONCRETE

Paving is not to be done without the inspection of the Engineer.

Add to Section 39-1.02B MATERIALS, Tack Coat:

All vertical edges to be paved against shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and asphalt concrete edges.

Replace Section 39-1.02F RECLAIMED ASPHALT PAVEMENT with:

Asphalt concrete with 25% RAP may be used for paving operations.

Add to Section 39-6:

Due to the potential for oil price fluctuation throughout the length of the contract, the City will pay the actual plant price per ton of asphalt concrete placed, plus a 15% material markup. You will provide documentation of AC costs at the end of each Task Order. Documentation consists of AC load tickets that include the date, tonnage, and location. You are responsible for AC trucking and delivery expenses. This expense is covered in the respective bid item for that work.

SPECIAL PROVISIONS

73 CONCRETE CURBS AND SIDEWALKS

Add to Section 73-1.03:

At the time of Task Order issuance, the Engineer will indicate which curb ramp or driveway Engineering Standard will be used.

You must meet with the Engineer for an average of 1 hour per curb ramp or driveway being replaced. This includes:

1. Before saw-cutting to agree on the limits of demolition and removal.
2. After formwork is set, to verify that grades meet those stated on the plans.
3. Upon completion to verify finished grades.

Curb ramp and driveway design may vary from Engineering Standards, as directed by the Engineer, to accommodate ADA requirements.

Only 2 intersection curb ramps, on the same side of the street, can be under construction at any given time.

You are responsible for restoring all existing:

1. utility boxes
2. cleanouts
3. posts

within the:

1. sidewalk
2. driveway
3. island paving
4. curb ramp

limits of replacement.

The City will pay material invoice and 15% markup for City utility boxes that require replacement.

Where paint is required on newly placed concrete, the concrete shall be cured a minimum of seven (7) days prior to painting.

Add to Section 73-1.04:

Payment for the removal/replacement of asphalt concrete as specified in the Engineering Standards will be accounted for in the paving bid items based on the type/thickness of asphalt concrete replacement that is required at each location.

Add to Section 73-4.04:

Full compensation for "Mission Style PCC Coloring and Salt Finish" includes all additional costs required to install Mission Style concrete when compared to standard gray colored concrete. When Mission Style tile is also required, it is paid by a separate bid item, "Mission Style Tile Installation per Std. 4220".

SPECIAL PROVISIONS

“Single Mission Tile Installation – Std. 4220” will be used for replacement of a single Mission Tile and surrounding grout without doing any other curb & gutter and/or sidewalk improvements at various locations within the Mission Style Sidewalk District. Full compensation for “Single Mission Tile Installation – Std. 4220” includes tile mortar bed, tile, and grout surrounding all four sides of the tile, in place complete.

77 LOCAL INFRASTRUCTURE

Add to Section 77-1.03A:

Vacuum excavation is the preferred method for potholing utilities, but site-specific conditions may require alternative methods. 1-sack cement slurry shall be used as subsequent backfill when vacuum excavation is used.

Dimensions of pavement potholing window must be approved by Engineer before starting work.

Add to Section 77-1.03A(2)(i):

Tree removal must be authorized by the City Arborist. Tree trunk diameter is measured at 4.5 feet above adjacent ground surface. Stump grinding or removal is required for all tree removals and must include the major roots within the planting area.

Engineer or City Arborist must authorize and oversee all approved root pruning or shaving activities. Minor root pruning or shaving is expected during reconstruction of damaged sidewalk.

Add to Section 77-1.04:

Full compensation for “Pipe Excavation & Restoration” includes all excavation required to reach the top of pipe from top of existing grade, complete pipe excavation, installation and replacement of pipe, bedding, initial backfill, and subsequent backfill.

The City will provide pipe and fittings to be used for replacement or pay material invoice and 15% markup if pipe and fittings are supplied by you.

Full compensation for “Potholing” is measured from the top of existing grade to the top of utility and includes the replacement of initial and subsequent backfill.

Add to Section 77-3.02B:

Joints and Fittings for HDPE must be of the same manufacturer as the pipe.

Add to Section 77-3.03D(2) Manhole Coating:

Manhole coating shall consist of applying an approved by the Engineer corrosion protective coating system to the interior surfaces, as specified herein. The coating system shall be applied to all exposed brick, concrete, grout, mortar, and cementitious surfaces within the manhole, including unlined concrete pipes within the manhole, bench-to-pipe transitions, bench, risers, cones, adjusting rings, etc. Coating of the metallic manhole frame and cover shall not be required.

SPECIAL PROVISIONS

The Contractor shall coat all manholes marked on the plans with a high-build polyurethane elastomer such as SANCON 100 or approved equal. The Contractor is responsible for inspecting the existing manholes for leaks or concrete failures. The Contractor shall repair manhole prior to coating by patch or chemical grouting in accordance with coating manufacturer recommendation and as directed by the Engineer. Coating shall stop at the top of the cone or as directed by the Engineer. All pipe liner installation shall be completed prior to commencing any coating of manholes.

The Contractor shall provide a smooth transition and tight seal without any annular gaps between the completed manholes and the completed sewer pipe. The Contractor shall Spark Test the new manhole per NACE RP0274 standards. Spark Test shall be witnessed by the Engineer.

The Contractor shall terminate the coating at the spring line of the channel with a ¼" cut groove.

For those manholes that are connected to pipes to be lined with CIPP, the Contractor shall insure that the bench shall be formed to eliminate offsets where the lined pipe meets the manhole interior face and shall match incoming and outgoing pipes and provide a smooth, even transition where required.

Materials shall be delivered to the site in factory sealed and labeled containers. Date of manufacture shall appear on each container. Materials shall be handled and stored according to the strictest requirements of the manufacturer and in accordance with all local, state, and federal laws and regulations.

At each manhole, the Engineer shall inspect and accept the work completed to-date at the completion of each of the milestones listed below before the Contractor shall commence work on the next milestone:

- Completion of the cleaning and surface preparation activities required by these specifications.
- Completion of all void-filling activities and underlayment application, prior to surface coating application.
- Completion of the surface coating installation prior to testing.
- Spark testing of the final surface coating as required by these specifications.
- Final clean-up and inspection.

The Contractor shall provide a written warranty to cover workmanship and materials for each manhole coated for a period of not less than five (5) years from the date of final clean up and inspection of the manhole. The warranty shall be delivered to the City prior to and as a condition of final acceptance of work.

By executing this contract, the Contractor certifies and agrees that any testing performed by the City during construction (e.g., spark testing, adhesion testing and/or other testing)

SPECIAL PROVISIONS

shall not in any way modify the warranty, nor relieve the Contractor for responding to defects during the warranty period.

Add to Section 77-3.03F(2) Abandonment of Sewerlines:

77-3.03F(2)(a) Abandon and Grout Existing Sanitary Sewer Lateral or Main

Where Abandon and Grout Existing Sanitary Sewer with Flowable Fill is required, the work to be performed under this section shall include the abandonment in place of existing sanitary sewer by completely filling with flowable fill, as specified in the Special Provisions and as directed by the Engineer. Flowable fill (abandonment grout) shall be controlled low-strength material consisting of fluid mixture of cement, fly ash, aggregate, water and with admixtures as necessary to provide workable properties. Placement of flowable fill may be by grouting techniques in sewer pipes or other restricted areas, or as mass placement by chutes or tremie methods in unrestricted locations with open access. Long-term hardened strength shall be within specified range. In this specification, the words "flowable fill" and "one sack sand/cement mixture" and "abandonment grout" are used interchangeable.

The Contractor shall notify the Engineer a minimum of 48-hours prior to the abandonment of any sanitary sewer. The Contractor shall not begin any abandonment operations until the replacement sanitary sewer has been constructed, tested, and all service connections have been installed and approved by the Engineer, if applicable.

Reference Standards:

1. These Special Provisions
2. ASTM C150 – Standard Specification for Portland Cement.
3. ASTM 494 – Standard Specification for Chemical Admixture for Concrete.
4. ASTM C618 – Standard Specification for Fly Ash and Raw or Calcinated Natural Pozzolan for use as neral Admixture in Portland Cement Concrete.
5. ASTM C940 – Standard test Method for Expansion and Bleeding of Freshly Mixed Grout for Replaced Aggregate Concrete in the Laboratory.
6. ASTM C1017 – Standard Specification for Chemical Admixture for Use in Producing Flowing Concrete.
7. ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-Shrink).

Submittals:

1. Submit flowable fill mix design report to Engineer.
 - A. Flowable fill type and production method. Describe if fill will be mixed to final proportions and consistency in batch plant or if constituents will be added in transit to mixer at placement location.
 - B. Aggregate gradation of fill. Aggregate gradation of mix shall be used as pilot curve for quality control during production.

SPECIAL PROVISIONS

- C. Fill mix constituents and proportions including materials by weight and volume, and air content. Give types and amounts of admixtures including air entrainment or air generating compounds.
 - D. Fill densities and viscosities, including wet density at point of placement.
 - E. Initial time of set.
 - F. Bleeding and shrinkage.
 - G. Compressive strength.
2. Submit technical information for equipment and operational procedures including projected injection rate, grout pressure, method for controlling grout pressure, bulkhead and vent design and number of stages for grout application.

Flowable Fill:

1. Design Mix Criteria. Provide design of one or more mixes to meet design criteria and conditions for placement which include the following:
- A. Cement: ASTM C150 Type I or II. Volume and weight per cubic yard of fill. Provide minimum cement content of 50 pounds per cubic yard.
 - B. Fly ash: ASTM C619, Class C or F. Volume and weight per cubic yard of fill. Provide minimum fly ash content of 200 pounds per cubic yard.
 - C. Potable water: Volume and weight per cubic yard of fill. Amount of water determined by mix design testing.
 - D. Aggregate gradation: 100 percent passing 3/8-inch sieve and not more than 10 percent passing No. 200 sieve. Mix design report shall define pilot gradation based on the following sieve sizes: 3/8-inch, No. 4, 8, 16, 30, 50, 100 and 200. Do not deviate from pilot gradation by more than plus or minus 10 percentage points for any sieve for production material.
 - E. Aggregate source material: Screened or crushed aggregate, pit or bank run fine gravels or sand, or crushed concrete. If crushed concrete is used, add at least 30 percent natural aggregate to provide workability.
 - F. Admixtures: use admixtures meeting ASTM C494 and ASTM C1017 as needed to improve pumpability, to control time of set and to reduce bleeding.
 - G. Fluidifier: Use fluidifier meeting ASTM C937 as necessary to hold solid constituents in suspension. Add shrinkage compensator if necessary.
 - H. Performance additive: Use flowable fill performance additive, if needed, to control fill properties.
2. Flowable Fill Requirements:
- A. Unconfined compressive strength: minimum 75 psi and maximum 150 psi at 56 days as determined based on an average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.
 - B. Placement characteristics: self-leveling.

SPECIAL PROVISIONS

- C. Shrinkage characteristics: non-shrink.
- D. Water bleeding for fill to be placed by grouting method in pipes: not to exceed 2 percent according to ASTM C940.
- E. Minimum wet density: 90 pounds per cubic foot.

3. Grout Plugs:

- A. Cement-based dry-pack grout conforming to ASTM C1107, Grade B or C.

Preparation:

1. Notify inspector at least 24-hours in advance of grouting with flowable fill.
2. Select fill placement equipment and follow procedures with sufficient safety and care to avoid damage to existing underground utilities and structures. Operate equipment at pressure that will not distort or imperil portions of the work, new or existing.
3. Cut and cap portions of the piping system to remain.
4. Clean sewer lines and video to identify connections and locate obstructions. Locate previously unidentified connections which have not been redirected or reconnected as part of the work and report them to the Engineer. During placement of fill, compensate for irregularities in sewer pipe, such as obstructions or open joints, to ensure no voids remain unfilled.
5. Perform demolition work prior to starting fill placement. Clean placement areas for pipes and manholes of debris that may hinder fill placement. Remove excessive amounts of sludge and other substances that may degrade performance of the fill. Do not leave sludge or other debris in place if filling more than 2 percent of placement volume. Dispose of waste material in accordance with applicable codes and regulations.
6. Remove free water prior to fill placement.

Equipment:

1. Mix flowable fill in automated batch plant and deliver it to site in ready-mix trucks. Performance additives may be added at placement site if required by mix design.
2. Use concrete or grout pumps capable of continuous delivery at planned placement rate.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work related to abandonment and grouting of existing sanitary sewers with flowable fill is included in the payment for Bid item Abandon and Grout (E) Sanitary Sewer with Flowable Fill.

Add to Section 77-3.04:

SPECIAL PROVISIONS

Maximum manhole depth is assumed to be 8 feet, measured from finished grade to invert. If a deeper manhole is required, you will be paid an additional prorated amount per linear foot of depth, based on your bid item price.

Full compensation for "Construct Well / Cleanout" includes all labor, materials and equipment required to connect new cleanout to sewer line.

84 MARKINGS

Add to Section 84-2.03C Application of Stripes and Markings:

Preformed thermoplastic is only allowed with the approval of the Engineer.

Add to Section 84-1.04 Payment:

Bike lane coating is measured by the square foot for the area applied, regardless of the number of coats to complete installation. A minimum of two coats must be applied or as recommended by the manufacturer, whichever is more stringent.

DIVISION XIII APPENDICES

Additional project details and instruction may be found on:

- A. Appendix B – Bike Lane Buffer
- B. Appendix C – Catch Basin Standard 3355A

APPENDIX

APPENDIX A - FORM OF AGREEMENT

THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and **COMPANY NAME** (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

NAME OF PROJECT, SPEC NO.

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II, CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1.					
2.					
3.					

BID TOTAL: \$ _____ .00

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

APPENDIX

ARTICLE III, COMPONENT PARTS OF THIS CONTRACT: The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2015
5. Accepted Bid and Bid Bond
6. List of Subcontractors
7. Public Contract Code Sections 10285.1 Statement
8. Public Contract Code Section 10162 Questionnaire
9. Public Contract Code Section 10232 Statement
10. Labor Code Section 1725.5 Statements
11. Bidder Acknowledgements
12. Qualifications
13. Non-collusion Declaration
14. Agreement and Bonds
15. Insurance Requirements and Forms

ARTICLE IV INDEMNIFICATION: The Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both the City and the Contractor, or should the City otherwise find the Contractor's legal counsel unacceptable, then the Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The Contractor obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the City under any provision of this agreement, the Contractor shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In

APPENDIX

instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

ARTICLE V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands this year and date first above written.

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Derek Johnson, City Manager

APPROVED AS TO FORM

CONTRACTOR:

Name of Company

J. Christine Dietrick
City Attorney

By: _____
Name of CAO/President
Its: CAO/PRESIDENT

(2nd signature required if Corporation):

By: _____
Name of Corporate Officer

Its: _____

APPENDIX B – BIKE LANE BUFFER

APPENDIX C – CATCH BASIN STANDARD 3355A