

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

Roadway Sealing 2024

Specification No. 2000615

MAY 2024



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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

Roadway Sealing 2024

Specification No. 2000615

Approval Date: May 21, 2024



<<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

11:00 a.m. on June 20, 2024

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:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTlyMGYyYWEtMTExYS00NTkxLWJlYWEtOTewNGQxNzI3ODQw%40thread.v2/0?context=%7b%22Tid%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22Oid%22%3a%22eec32d58-d6a8-4d68-8923-9cce58e6b2a9%22%7d

or join by phone with this number: (209) 645-4165 with Conference ID:950 007 038#

Submit bid in a sealed envelope plainly marked:

ROADWAY SEALING 2024, SPECIFICATION NO. 2000615

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.

All questions must be submitted through Bidsync and if the City determines that a response is required, the City will post an addendum on Bidsync. Contact the project manager, Nathan Garcia Nava at (805) 783-7865 or the Public Works Department at (805) 781-7200 prior to bid opening to verify the number of addenda issued.

PROJECT INFORMATION

In general, the project consist of applying slurry seal, striping, pavement markings, and signage to pavement areas 1 & 8 and various other streets and parking lots as identified in the project plans.

The project estimated construction cost and contract time established for the project is as follows:

BASE BID:	\$5,100,000	60 working days
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NOTICE TO BIDDERS

ADDITIVE ALTERNATIVE "A":	\$300,000	15 working days
TOTAL PROJECT BID (BASE BID + ADD ALT. "A"):		\$5,400,000

The fixed liquidated damages amount is established at \$1,000 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 or C-12 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 of the referenced projects must be for roadway maintenance by slurry sealing.

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

NOTICE TO BIDDERS

2. experience,
3. or is otherwise not responsible

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 in compliance with Public Contract Code Section 20103.8(c) with the Publicly Disclosed Funding Amount of \$5,400,000 using either:

- TOTAL PROJECT BID, if bid for the Base Bid + Add. Alt. "A" is less than \$5,400,000 or

NOTICE TO BIDDERS

- BASE BID, if Base Bid is less than \$5,400,000 and Base Bid + Add Alt "A" is greater than \$5,400,000

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.

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 Ellen Boyle (805) 781-7274 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 ROADWAY SEALING 2024, SPECIFICATION NO. 2000615

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	37	TYPE II SLURRY SEAL	SQYD	452,647		
2	84	4" WHITE /BLUE/YELLOW	LF	8,361		
3	84	8" WHITE	LF	1,564		
4	84	12" YELLOW/WHITE	LF	10,179		
5	84	24" YELLOW/WHITE	LF	2,958		
6	84	DETAIL 2	LF	8,613		
7	84	DETAIL 9	LF	566		
8	84	DETAIL 22	LF	20,377		
9	84	DETAIL 24	LF	578		
10	84	DETAIL 27B	LF	30,410		
11	84	DETAIL 29	LF	1,069		
12	84	DETAIL 32	LF	4,143		
13	84	DETAIL 38	LF	1,032		
14	84	DETAIL 39	LF	4,060		
15	84	DETAIL 39A	LF	756		
16	84	DETAIL 40	LF	29		
17	84	DETAIL 41	LF	200		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
18	84	DETAIL CH9 F9C-2	LF	1,182		
19	84	BOTS DOTS	EA	68		
20	82	ROUND FLEX POSTS	EA	106		
21	84	WHITE/BLUE PARKING L OR T	EA	55		
22	84	ADA NO PARKING	EA	10		
23	84	ADA ISA SYMBOL	EA	20		
24	84	BLUE/RED CURB PAINT	LF	4,875		
25	39	HMA DIKE	LF	172		
26	15	REMOVE AND RE-INSTALL EXISTING WHEEL STOP PER ENG. STD 2260	EA	42		
27	15	EDGE GRIND	LF	2,116		
28	84	CONCRETE MEDIAN	SQFT	842		
29	84	GREEN BIKE LANE CASE 1	LF	793		
30	84	GREEN BIKE LANE CASE 2	LF	1,433		
31	84	GREEN BIKE LANE CASE 3	LF	1,255		
32	84	BIKE BUFFER	LF	10,359		
33	86	RRFB SYSTEM - JOHNSON AVE AND SYDNEY ST	LS	1		
34(S)	86	RRFB SYSTEM - MARSH ST AND TORO ST (NORTHEAST CORNER)	LS	1		
35(S)	86	RRFB SYSTEM - MARSH ST AND TORO ST (NORTHWEST CORNER)	LS	1		
36(S)	82	REMOVE (E) POST BY CORING AND PATCHING	EA	3		
37	82	INSTALL (N) 12' PUNCH POST	EA	66		
38	82	INSTALL (N) 14' PUNCH POST	EA	2		
39	82	BIKE LANE ENDS SIGN	EA	1		
40	82	GREENWAY SIGN (ISLAY)	EA	2		
41	82	GREENWAY SIGN (MILL)	EA	4		
42	82	GREENWAY SIGN (TORO)	EA	7		
43	82	MODIFIED R61-36 SIGN	EA	1		
44	82	OM1-3 OBJECT MARKER	EA	4		
45	82	R1-1 SIGN	EA	21		
46	82	R1-3P SIGN	EA	9		
47	82	R4-7 SIGN	EA	3		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
48	82	R6-5 SIGN	EA	2		
49	82	R7-9 SIGN	EA	2		
50	82	R26 SIGN	EA	3		
51	82	R81(CA) SIGN	EA	1		
52	82	R99 & 99B SIGNS	EA	2		
53	82	W11-15 SIGN	EA	3		
54	82	W16-7P SIGN	EA	3		
55	82	W17-1 SIGN	EA	4		
56	82	W84(CA) SIGN	EA	16		
57	73	REMOVE (E) TRUNCATED DOMES AND REPLACE WITH NEW TRUNCATED DOMES	SQFT	29		
58	39	SPEED HUMP	EA	4		
59	39	SPEED CUSHION (MILL)	EA	2		
60	82	RETROREFLECTIVE MARKER TYPE D	EA	10		
61	84	BLUE HYDRANT MARKERS PER CITY STD 7920	EA	298		
62	84	GREENBACK SHARROW	EA	45		
63	84	YELLOW/WHITE/BLUE PAVEMENT MARKING/LEGENDS (ARROWS, WORDS, SYMBOLS, ETC)	SQFT	10,232	---	
64	13	STREET SWEEPING IN SLURRY AREAS (1 DAY)	LS	1	---	
65	13	STREET SWEEPING IN SLURRY AREAS (30 DAYS)	LS	1	---	
66	7, 12	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1	---	
67	73	CONSTRUCTION SURVEY	LS	1	---	
68	7	COMPLY WITH NIGHT WORK PERMIT	LS	1	---	
69	3	COMPLY WITH CALTRANS ENCROACHMENT PERMIT	LS	1	---	
70	20	TREE TRIMMING	LS	1	---	
71	12	TEMPORARY STRIPING AND PAVEMENT MARKINGS	LS	1	---	
Base Bid					\$	
72	84	TRAFFIC PAINT - 12" WHITE	LF	1,325		
73	84	TRAFFIC PAINT -12" YELLOW	LF	354		
74	84	TRAFFIC PAINT - 24" WHITE	LF	1,019		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
75	84	TRAFFIC PAINT - 24" YELLOW	LF	250		
76	84	TRAFFIC PAINT - DETAIL 9	LF	55		
77		TRAFFIC PAINT - DETAIL 22	LF	864		
78		TRAFFIC PAINT - DETAIL 24	LF	3890		
79		TRAFFIC PAINT - DETAIL 27B	LF	100		
80	84	TRAFFIC PAINT - DETAIL 29	LF	74		
81	84	TRAFFIC PAINT - DETAIL 38	LF	273		
82	84	TRAFFIC PAINT - DETAIL 38A	LF	17		
83	84	TRAFFIC PAINT - DETAIL 39	LF	1,117		
84	84	TRAFFIC PAINT - DETAIL 39A	LF	44		
85	84	ZICLA ZEBRA CYCLE TRACK LANE SEPARATORS	EA	160		
86	84	ROUND FLEX POSTS	EA	126		
87	82	RED CURB PAINT	LF	1072		
88	84	TRAFFIC PAINT - GREEN BIKE LANE CASE 1	LF	714		
89	84	TRAFFIC PAINT - GREEN BIKE LANE CASE 2	LF	876		
90	84	TRAFFIC PAINT - GREEN BIKE LANE CASE 3	LF	849		
91	84	BIKE BUFFER	LF	6,611		
92 (S)	84	RRFB SYSTEM - GRAND & MCCOLLUM NORTHBOUND	LS	1		
93 (S)	86	RRFB SYSTEM - GRAND & MCCOLLUM SOUTHBOUND	LS	1		
94 (S)	86	RRFB SYSTEM - GRAND & MCCOLLUM CONCRETE MEDIAN	LS	1		
95 (S)	86	REMOVE (E) POST BY CORING AND PATCHING	EA	1		
96	82	INSTALL (N) 12' PUNCH POST	EA	16		
97	82	OM2-1V OBJECT MARKER	EA	1		
98	82	R1-5 SIGN	EA	1		
99	82	R3-5 R SIGN	EA	4		
100	82	R6-1 R SIGN	EA	1		
101	82	W11-2 SIGN	EA	3		
102	82	W16-9P SIGN	EA	1		
103	82	R1-5 SIGN	EA	1		
104	82	R2-1 (35) SIGN	EA	2		
105	82	R3-7 SIGN	EA	1		
106	82	R4-1 SIGN	EA	2		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
107	82	R4-4 SIGN	EA	1		
108	82	R6-1 R SIGN	EA	1		
109	82	R10-15 MOD	EA	1		
110	82	R26 SIGN	EA	1		
111	82	R61-5 SIGN	EA	1		
112	82	R81(CA) SIGN	EA	5		
113	82	R81A SIGN	EA	5		
114	82	SR4-1 SIGN	EA	1		
115	82	W4-2 SIGN	EA	4		
116	82	W9-1 SIGN	EA	1		
117	82	W11-2 SIGN	EA	3		
118	82	W16-9P SIGN	EA	1		
119	82	STREET NAME SIGNS	EA	6		
120	73	TRUNCATED DOMES	SQFT	49		
121	82	BLUE HYDRANT MARKERS PER CITY STD 7920	EA	9		
122	84	TRAFFIC PAINT - GREENBACK SHARROW	EA	3		
123	84	TRAFFIC PAINT - PAVEMENT MARKINGS/ LEGENDS	SQFT	1,041		
124	84	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1		
125	7, 12	COMPLY WITH CALTRANS ENCROACHMENT PERMIT	LS	1		
Alternative Bid Total					\$	
Total Project Bid = (base Bid + Additive Alternative A)					\$	
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
_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

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

BIDDER ACKNOWLEDGEMENTS

By signing below, the bidder acknowledges and confirms that this bid is based on the information contained in all contract documents, including the notice to bidders, plans, specifications, special provisions, and addendum number(s) _____. **(Note: You are responsible to verify the number of addenda prior to the bid opening.)**

The undersigned further agrees that in case of default in executing the required contract, with necessary bonds, within eight days, (not including Saturdays, Sundays, and legal holidays), after having received a mailed notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid will become the property of the City of San Luis Obispo.

Licensed in accordance with an act providing for the registration of contractors, License No. _____, Expiration Date _____.

The above statement is made under penalty of perjury, and any bid not containing this information "will be considered non-responsive and will be rejected" by the City.

Signature of Bidder _____

(Print Name and Title of Bidder)

**DIR– Public Works
Registration No:** _____

Business Name (DBA): _____

Owner/Legal Name: _____

Indicate One: ☐ Sole-proprietor ☐ Partnership ☐ Corporation

List Partners/Corporate Officers: _____

Name Title

Name Title

Name Title

Business Address _____

Street Address _____

Mailing Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

Date _____

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):	
Did this project include roadway maintenance by slurry sealing? 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):	
Did this project include roadway maintenance by slurry sealing? 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):	
Did this project include roadway maintenance by slurry sealing? 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. Roadway Sealing 2024 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

Replace the 1st and 2nd paragraph in Section 3-1.18 CONTRACT EXECUTION with:

Upon notification of project award, return:

1. executed contract
2. insurance
3. contract bonds

within five business days after the bidder receives the contract.

Add Section 3-1.18B CONTRACT EXECUTION, Caltrans Encroachment Permit with:
Compliance with Caltrans Encroachment permit and traffic control shall conform to the provisions of Section 12 "Temporary Traffic Control", of the Standard Specifications and these Special Provisions.

SPECIAL PROVISIONS

Measurement and Payment

The lump sum contract price paid to comply with Caltrans Encroachment Permit shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, and for doing all the work involved to comply with all Caltrans encroachment permit requirements.

Add Section 3-1.18C CONTRACT EXECUTION, Building Permit with:

The contractor must obtain a no-fee building permit from the Community Development Department. All requirements of the building permit shall be applied to the project. The contractor is responsible for coordinating inspection with the building division for the project. Request for inspection must be scheduled 72 hours in advanced of the required inspection.

Prior to project construction, the Contractor must completely fill out the [Construction & Demolition Recycling Plan and Disposal Report](#), found on the City's [Construction & Demolition Recycling Program](#) website to obtain a Building Permit. The Construction & Demolition Recycling Plan and Disposal Report must be turned into Utilities Department located at 879 Morro Street, San Luis Obispo, CA 93401 for review and approval.

Upon completion of the project, the Contractor must submit waste receipts and final permit, see page 2 of the Construction & Demolition Recycling Plan and Disposal Report, to 879 Morro for sign off.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

Comply with the provisions of Sections 3, 7, 10, 12, 13, 15, 20, 37, 39, 73, 82, 84 and 96 for general, material, construction, and payment specifics.

5 CONTROL OF WORK

Add to Section 5-120B(5) COORDINATION WITH OTHER ENTITIES, Permits, Licenses, Agreements, and Certifications - Comply with Local, State and Federal Regulations:

The City applied for and received a pending encroachment permit (Permit No.) from the State of California, Department of Transportation for work within and affecting Caltrans public right of way. The Contractor is required to obtain and pull the pending permit, comply with all conditions, and pay all associated fees. A copy of the pending permit is included in Appendix B.

Parking Lots are to maintain 20% capacity at all times during the duration of work unless previously discussed and approved by the Engineer. Prior to the sealing of any parking lot, contractor must post signage informing the public about upcoming sealing work. All signage must be submitted to the Engineer for review prior to posting.

SPECIAL PROVISIONS

redirecting traffic to the available spots or area open. Parking lots must not be closed not to remain closed for longer than

6 CONTROL OF MATERIALS

Add to Section 6-2.03 DEPARTMENT ACCEPTANCE:

The Engineer will furnish Sale Tax signs mounted to moveable Barricades. Maintain Sales Tax signage in work area. Return Sales Tax signs at the end of the project or upon the Engineer's request.

The Engineer will furnish one (1) GREEN WAY SYMBOL stencil as detailed in the project plans. Contractor can obtain additional stencil(s) at its own discretion and must be approved by the Engineer prior to use for this project.

sale Tax signs are stored at the City's corporation Yard at Prado Road. The contractor is responsible to load and transport from City Corporation Yard to job site and return them when the project is completed under direction of project inspector.

Water to be used in the slurry seal emulsion must be potable water. The City will provide a hydrant location for the slurry mix. The Contractor will be responsible to pay for the potable water.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

Unless stated otherwise below, work hours are restricted to 7:00 a.m. to 4:00 p.m. (Monday through Friday) on all affected streets.

Unless otherwise approved by Caltrans and the Engineer, work within Caltrans Right of Way must be performed between the hours of 9:00 a.m. to 3:00 p.m. (Monday through Thursday) and 9:00 a.m. to 2:00 p.m. Friday.

SCHOOL ZONES

All work within school zones (Appendix C) must be completed as the first order of work. The Contractor must prioritize work in school zones to finish the work before the start of the school year on **August 15th, 2024**.

If these streets within school zones are not completed before school is back in session on August 15th, 2024, these streets will not be allowed full closure. The Contractor will be responsible to provide flaggers and maintain traffic for student drop off and pick up at no additional cost to the City.

When school is in session, work hours within school zones are limited to 9:00 a.m. to 3:00 p.m. (Tuesday through Friday) and 9:30 a.m. to 3:00 p.m. on Mondays. Working hours

SPECIAL PROVISIONS

along Johnson Street when school is in session are 9:00 a.m. to 3:00 p.m. (Tuesday through Friday) and 10:30 a.m. to 3:00 p.m. on Mondays

Changeable Message Signs

Contractor shall provide Changeable Message Signs (CMS) for the following locations:

One CMS for any US 101 off ramp closure. See Appendix B – Caltrans Encroachment Permit for additional details and requirements.

Additionally, two (2) changeable message signs (CMS) must be installed and operational 2 weeks prior to the start of construction and be maintained throughout the duration of the project. Locations must be approved by the Engineer prior to the installation of the CMS and location must be included in the submitted Traffic Control Plan. CMS will be relocated as needed at the direction of the Engineer.

NIGHT WORK

Night work is permitted separately. Night work shall comply with the restrictions set forth in the permit by the City of San Luis Obispo Community Development. It is the contractor's responsibility to keep track of night work expiration date. Request to extend the night work permit must be submitted to the Engineer at least three weeks prior to permit expiration date.

Night work is defined as work between the hours of 7:00 P.M. and 7:00 A.M (Sunday through Thursday). Night work will not be allowed on Friday or Saturday. Prior to commencing the project, the contractor must notify businesses and residences within 300 feet of the worksite about proposed night work.

Any portable or fixed equipment that produces noise (such as generators, concrete saws, jack hammers, etc.) must be equipped with sound blankets, temporary sound barriers, or other attenuating devices so as to limit impacts to adjoining properties.

When not in use, equipment must be kept in its lowest (quietest) idling state or switched off to limit noise impacts.

Any portable lighting must be shielded and/or directed away from adjacent properties. Loudspeakers or other similar forms of communication is prohibited.

Contractor will provide lighting for all operations, no exceptions are to be made. Any Contractor personnel working outside the lights will be directed to return to a lighted area or the operation must be stopped.

All contractor work vehicles, including heavy equipment, backhoes, trenching machines must have two working headlights and taillights. Vehicles without appropriate lighting will be kept from working until they are brought to compliance.

SPECIAL PROVISIONS

Illumination level of 10-foot candles is required for all nighttime operations, which will normally be achieved with light plants or balloon lights. All lighting fixtures must be mounted and directed in manner precluding glare to approaching traffic.

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:

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 this work. A one week look ahead schedule shall be provided to the Engineer before commencing the following week's work. This requirement shall be completed in order to continue construction work.

Add to Section 8-1.04B START OF JOB SITE ACTIVITIES, Standard Start:

Contract time will start on the second Monday after preconstruction meeting.

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC ONTROL

Replace Section 12-6.03D(1) TEMPORARY TRAFFIC STRIPE, PAVEMENT MARKING AND PAVEMENT MAKRERS, General with:

After existing traffic stripes and pavement markings have been removed, temporary stripping and pavement markings must be installed to match proposed lane configuration and remain in place until slurry operations have begun. Temporary striping tabs may be used in low traffic areas with the approval of the Engineer.

Temporary striping and pavement markings must be installed to match proposed lane configuration after the application of slurry sealing and must remain in place until final striping can be completed. Temporary striping tabs may be used in low traffic areas with the approval of the Engineer.

Replace Section 12-6.04 PAYMENT with:

The lump sum price paid for "Temporary Striping and Pavement Markings" include payment for the following:

- Temporary striping and pavement markings to match proposed lane configuration after existing traffic stripes and pavement markings have been removed.

SPECIAL PROVISIONS

- Temporary striping and pavement markings to match proposed lane configuration after the application of slurry sealing.
- Removal of traffic stripes and pavement markings

13 WATER POLLUTION CONTROL

Add to Section 13-7.02C STREET SWEEPING, Construction with:

Street sweeping shall be performed 24 hours and 30 days after application of Type II slurry seal. The Contractor must post streets for no parking in advance and during the 24 hour and 30-day street sweeping. The Contractor must submit a street sweeping schedule for approval by the Engineer. Street sweeping must be done in a manner that street parking is available within 600 ft from affected addresses, unless approved by the Engineer.

Add to Section 13-7.02D STREET SWEEPING, Payment with:

The lump sum item price for Street Sweeping shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, "No Parking" notices, door hangers, and incidentals, and for doing all the work involved with Street Sweeping and no additional compensation therefor.

15 EXISTING FACILITIES

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

Micro-milling must be utilized for bike lane and at existing curb ramps edge grinds located in slurry pavement treatment.

Micro-milling machines shall:

Be equipped with a micro-milling drum with tungsten-carbide-tipped cutting teeth spaced no greater than ¼ inch apart on center. The configuration of the teeth shall be such that the deviation in elevation between any 2 teeth does not exceed 1/16 inch. Be capable of removing asphalt concrete pavement to a tolerance of +/- 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 1/8 inch.

Add Section 15-2.02B Payment

The linear feet price for **Edge Grind** shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, and incidentals, and for doing all the work involved with edge grinds and no additional compensation therefor.

DIVISION V SURFACINGS AND PAVEMENTS

37 BITUMINOUS SEALS

Add to Section 37-3.02A MATERIALS, General with:

SPECIAL PROVISIONS

Slurry seal must be Type II. Use Polymer Modified Asphaltic Emulsion with 2% latex additive.

Add to Section 37-3.03A CONSTRUCTION, General with:

Not all frames, covers, grates, or manholes are shown on the Plans. The Contractor is responsible for examining the site of work. A submission of a bid is conclusive evidence that the bidder has investigated the local conditions to be encountered.

Add to Section 37-3.03(D)(2)(A) PLACING, Surface Preparation, General with:

Roll all seal material with a pneumatic tire roller, a minimum of four (4) coverages, prior to allowing traffic on the surfaced roads. After placement of seal material surfaced roads must be opened to traffic no later than 3 hours after the seal material has been placed and no later than 4:00 p.m. in the evening. Quantities of seal placed daily must be adjusted to accommodate road-opening schedule.

A coverage must consist of the number of passes a roller needs to cover the width. A pass must be 1 roller movement parallel to the slurry seal application in either direction. Overlapping passes are part of the coverage being made and are not part of a subsequent coverage. Do not start a coverage until completing the previous coverage.

Roll all seal material with a pneumatic tire roller, a minimum of four (4) coverages, prior to allowing foot traffic on the surfaced pathways. After placement of seal material, surfaced pathway must be opened to traffic no later than 3 hours after the seal material has been placed and no later than 4:00 p.m. in the evening. Quantities of seal placed daily must be adjusted to accommodate road-opening schedule.

A coverage must consist of the number of passes a roller needs to cover the width. A pass must be 1 roller movement parallel to the slurry seal application in either direction. Overlapping passes are part of the coverage being made and are not part of a subsequent coverage. Do not start a coverage until completing the previous coverage.

Failure to roll any of the streets sealed for a given day, will result in a \$1,000 Liquidated Damage penalty for that day and will not be prorated.

Add to Section 37-3.03(D)(4)(b) CONSTRUCTION, Placing, Placement, Slurry Seal with:

Thru-traffic lanes must be spread in full lane widths only. Slurry seal must be spread at a rate within the ranges shown in the following table for pounds of dry aggregate per square yard:

Slurry Seal Type	Location	Spread Rate
Type II	Full Lane Width	14+/-1

Notes:

1. For slurry over asphalt concrete pavement

During slurry sealing operations, You are responsible for:

SPECIAL PROVISIONS

1. Verifying that the slurry seal emulsion being used will allow for rolling within the specified time frame.
2. Adjusting the mixture for changes in weather conditions, as appropriate.
3. Sweeping the surface approximately 24 hours and 30 days after placement and as directed by the Engineer. See section 13-7.02 Street Sweeping.
4. Sweeping in such a manner as to remove loosened or shed aggregate particles without damaging the new surface.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Add to Section 77-1.01 EXCAVATIONS AND RESTORATION, General:

Protection and restoration of survey monuments and benchmarks must comply with section 5-1.26 and 5-1.36

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Add to Section 84-2.01A Summary with:

Traffic striping to be applied shall be per **Caltrans Standard Plans 2015**. See section 84-2.04 of the City Standard Specifications for payment of traffic striping. Contractor shall install temporary reflective tape to crosswalks near schools and for marking in speed bumps prior to opening traffic.

New crosswalk markings shall not be installed until all crosswalk warning signage are installed. Otherwise, temporary signage must be installed to convey "CROSSWALK CLOSED" to the satisfaction of the engineer.

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

Preformed thermoplastic will not be allowed.

All striping requiring pavement markers (i.e. Detail 9, Detail 37B, etc.) on one-way streets shall be Type RED-CLEAR RETROREFLECTIVE per Caltrans Standard Plans 2015

Add to Section 84-2.04 Payment with:

Bike lane buffer is measured along the linear foot and accounts for all striping and cross hatching regardless of width of buffer.

Green bike lane coating is measured by the square foot for the area applied.

Details containing white pavement markings and green pavement paint (left turn bike box, greenback sharrow, greenback chevron, etc.) will be paid per detail and no additional compensations will be allowed.

SPECIAL PROVISIONS

Green bike lane markings (Case 1, 2, & 3) paid by the linear foot include bike lane symbol, green paint, white markings and striping and no additional compensation will be allowed.

Add Section 84-6 BIKE LANE MARKINGS

Add Section 84-6.01 Bike Lane Coatings:

Bike lane coating must be SealMaster Color safe (Appendix D) or approved equal at all locations except for Grand Street (Sheets S61 – S69) where green traffic-rated paint shall be used. Prior to installation of green bike lane coating, the contractor shall submit a color sample and manufacturer specifications to the City for approval.

Prior to installation of green bike lane coating, contractor is responsible for noticing adjacent properties to provide advance warning of planned work and potential odors during installation and while the coating cures.

Add Section 84-6.04 Payment:

Payment must comply with Section 84-2.04

Replace Section 84-9.04 Payment with:

Full compensation for work specified in Section 84 and applicable Engineering Standards is included in the payment of other bid items unless a bid item of work is shown on the Bid item list.

DIVISION X ELECTRICAL WORK

86 ELECTRICAL SYSTEMS

As shown on the bid item list, installation of the Rapid Rectangular Flashing Beacon system will be paid per the limits shown on the plans at each intersection. The lump sum unit price includes furnishing and installation of all equipment needed for intended operation of beacon system. Unit costs include all work shown on the plans, as specified in the Standard Specifications and these Special Provisions. Unless otherwise indicated on plans, each beacon system includes, but is not limited to:

1. Solar engine kit
2. Beacon light bars
3. Battery system
4. Pushbuttons
5. Pushbutton frame and sign placards
6. Mounting hardware
7. Electrical conductors/wiring

Punch posts and signage to be installed at each beacon location are included as individual bid items.

DIVISION XIII APPENDICES

ADD SECTION 100 APPENDICES

Add SECTION 100-1.01 GENERAL

SPECIAL PROVISIONS

Refer to APPENDIX A: Form of Agreement

Refer to APPENDIX B: Caltrans Encroachment Permit

Refer to APPENDIX C: School Zones

Refer to APPENDIX D: Bike Lane Coating

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):

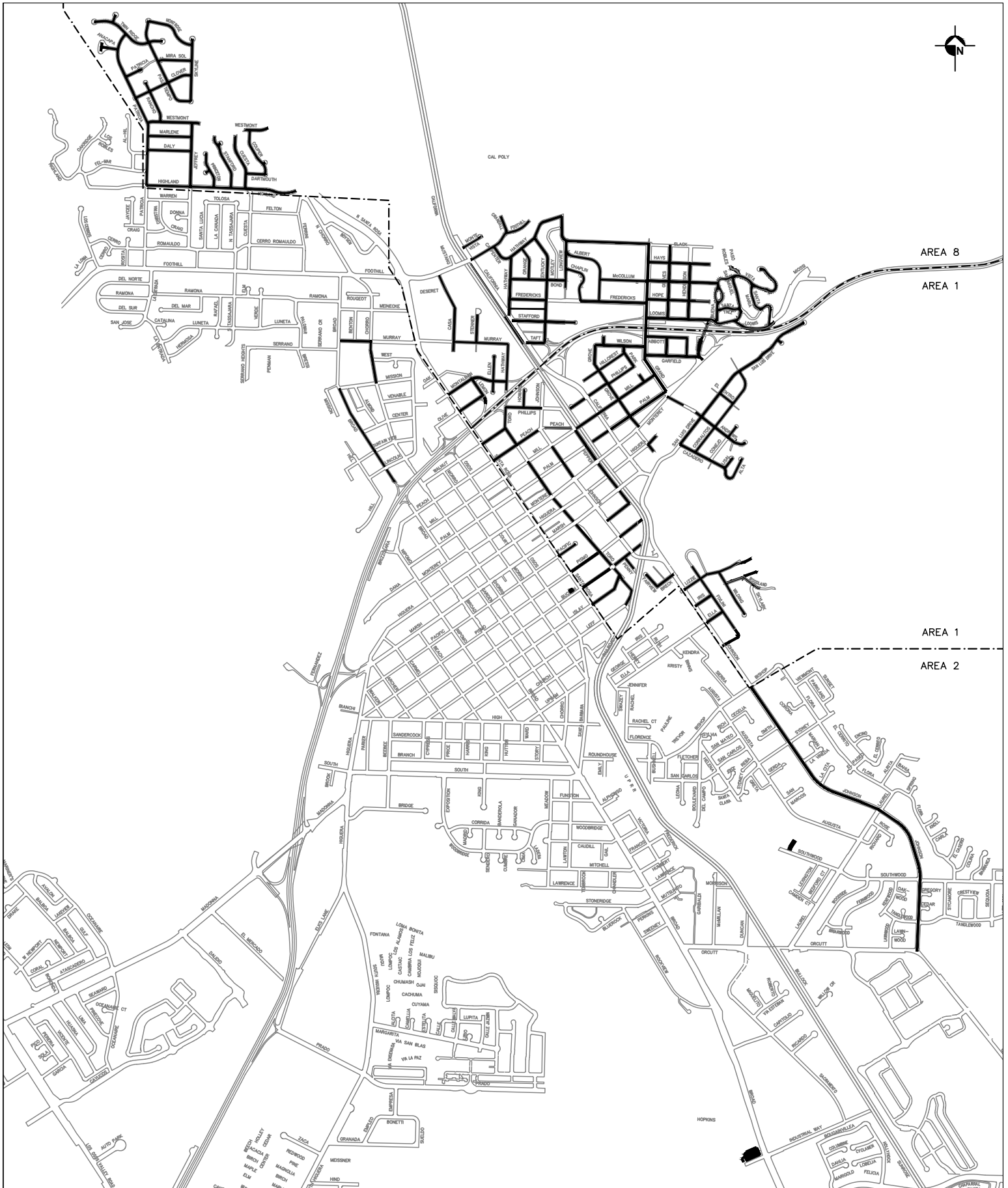
By: _____
Name of Corporate Officer

Its: _____

APPENDIX B – CALTRANS ENCROACHMENT PERMIT

PENDING APPROVAL; WILL ATTACH WHEN APPROVED

APPENDIX C - LOCATION MAP



PUBLIC WORKS DEPARTMENT
919 Palm Street, San Luis Obispo, CA 93401

Roadway Sealing 2024
Location Map

APPENDIX D - SEALMASTER COLOR



SAFETY DATA SHEET

Issuing Date 12-DEC-2016

Revision Date

Revision Number 0

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

GHS Product Identifier

Product Name: Safe Ride Bike Lane Green

Other Means of Identification

Product Code(s): S2280

Synonyms: None

Recommended Use of the Chemical and Restrictions on Use

Recommended Use: No Information Available

Uses Advised Against: No information Available

Supplier's Details

Manufacturer Address

ThorWorks Industries, Inc.
2520 S. Campbell St.
Sandusky, OH 44870
www.sealmaster.net
1-800-326-1994

Emergency Telephone Number

Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

Acute Oral Toxicity

Category 4

GHS Label Elements, Including Precautionary Statements

Emergency Overview

Signal Word

- Harmful if swallowed

Warning



Appearance: Green

Physical State: Liquid

Odor: Slight, Ammonia

Precautionary Statements

Prevention

- Wash face, hands, and any exposed skin thoroughly after handling.
- Do not eat, drink, or smoke when using this product.

General Advice

Ingestion

- None
- If SWALLOWED; Call a POISON CENTER or doctor/physician if you feel unwell.
- Rinse mouth

Storage

- None

Disposal

- Dispose of contents/container to an approved waste disposal plant.

Hazard Not Otherwise Classified (HNOC)

Not applicable

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	Weight %	Trade Secret
Quartz	14808-60-4	5-45	*
Methyl Alcohol	67-56-1	1-5	*
Titanium Dioxide	13463-67-7	1-40	*
Texanol	25265-77-4	1-5	*

*The exact percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of Necessary First-Aid Measures

Eye Contact Rinse thoroughly with plenty of water, also under the eyelids. If symptoms persist, call a physician.

Skin Contact Wash off immediately with soap and plenty of water. In the case of skin irritation or allergic reactions, see a physician.

Inhalation Move to fresh air. If symptoms persist, call a physician.

Ingestion Drink plenty of water. Do NOT induce vomiting. Never give anything by mouth to an unconscious person. Consult a physician if necessary.

Most Important Symptoms/Effects, Acute and Delayed

Most Important Symptoms/Effects No information available

Indication of Immediate Medical Attention and Special Treatment Needed, If Necessary

Notes to Physician Treat Symptomatically. May cause sensitization by skin contact.

5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Carbon Dioxide (CO₂). Dry Chemical. Foam. Water Spray. Water Fog.

Unsuitable Extinguishing Media None

Specific Hazards Arising from the Chemical

No information available

Explosion Data

Sensitivity to Mechanical Impact None

Sensitivity to Static Discharge None

Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure- demand MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Personal Precautions: Use personal protective equipment.

Environmental Precautions

Environmental Precautions: See Section 12 for additional Ecological Information. Prevent product from entering drains. Do not flush into surface water or sanitary sewer system.

Methods and Materials for Containment and Cleaning Up

Methods for Containment: Prevent further leakage or spillage if safe to do so.

Methods for Cleaning Up: Dam up. Soak up with inert absorbent material. Pick up and transfer to properly labeled containers. Clean contaminated surface thoroughly.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Handling: Handle in accordance with good industrial hygiene and safety practice. Avoid contact with skin, eyes, and clothing. Wear personal protective equipment. Do not eat, drink, or smoke when using this product. Wash thoroughly after handling.

Conditions for Safe Storage, Including Any Incompatibilities

Storage: Keep container tightly closed

Incompatible Products: Strong oxidizing agents. Strong Bases.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Control Parameters Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Quartz 14808-60-7	TWA: 0.025 mg/m ³ respirable fraction	30/(%SiO ₂ +2) mg/m ³ TWA, Total Dust; 250/(%SiO ₂ +5) mppcf TWA, respirable fraction; 10/(%SiO ₂ +2) mg/m ³ TWA, respirable TWA: 0.1 mg/m ³ (vacated)	IDLH: 50 mg/m ³ respirable dust TWA: 0.05 mg/m ³ respirable dust
Methyl Alcohol 67-56-1	STEL = 250 ppm TWA: 200 ppm S*	TWA: 200 ppm TWA: 260 mg/m ³ (vacated) TWA: 200 ppm (vacated) TWA: 260 mg/m ³ (vacated) STEL: 250 ppm (vacated) STEL: 325 mg/m ³ (vacated) S*	IDLH: 6000 ppm TWA: 200 ppm TWA: 260 mg/m ³ STEL: 250 ppm STEL: 325 mg/m ³

Appropriate Engineering Controls

Engineering Measures: Showers
Eyewash Stations
Ventilation Systems

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection: If splashes are likely to occur, wear: Safety glasses with side shields.
Skin and Body Protection: Impervious gloves.
Respiratory Protection: No protective equipment is needed under normal use conditions. If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State: Liquid
Odor: Slight, Ammonia

Appearance: Green
Odor Threshold: No Information Available

Property	Values	Remarks/Method
pH	No data available	None known
Melting Point/Range	No data available	None known
Boiling Point/Boiling Range	100° C	None known
Flash Point	No data available	None known
Evaporation Rate	No data available	None known
Flammability (solid, gas)	No data available	None known
Flammability Limits in Air		
Upper flammability limit	No data available	
Lower flammability limit	No data available	
Vapor Pressure	No data available	None known
Vapor Density	No data available	None known
Specific Density	1.63 @ 77 F	None known
Water Solubility	Easily dispersible	None known
Solubility in other solvents	No data available	None known
Partition coefficient: n-octanol/water	No data available	None known
Autoignition Temperature	No data available	None known
Decomposition Temperature	No data available	None known
Viscosity	No data available	None known
Flammable Properties	Not Flammable	
Explosive Properties	No data available	
Oxidizing Properties	No data available	
VOC Content	<100 g/l	

10. STABILITY AND REACTIVITY

Reactivity: No data available
Chemical Stability: Stable under recommended storage conditions.
Possibility of Hazardous Reactions: None under normal processing.
Hazardous Polymerization: Hazardous polymerization does not occur.
Conditions to Avoid: Incompatible products.
Incompatible Materials: Strong oxidizing agents. Strong bases.
Hazardous Decomposition Products: Carbon Monoxide (CO), Carbon Dioxide (CO₂), and unburned hydrocarbons (smoke)

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Product Information

Inhalation: May cause irritation of respiratory tract.
Eye Contact: Contact with eyes may cause irritation.
Skin Contact: May cause irritation.
Ingestion: Harmful if swallowed.

Chemical Name	LD50 Oral	LD50 Dermal	LD50 Inhalation
Methyl Alcohol	5628 mg/kg (Rat)	15800 mg/kg (Rabbit)	83.2 mg/L (Rat) 4h 64000 ppm (Rat) 4h
Quartz	500 mg/kg (Rat)		
Texanol	3200 mg/kg (Rat)	-	3.55 mg/L (Rat) 6h

Symptoms Related to the Physical, Chemical, and Toxicological Characteristics

Symptoms: No information available.

Delayed and Immediate Effects and also Chronic Effects from Short and Long Term Exposure

Sensitization: No information available.
Mutagenic Effects: No information available.
Carcinogenicity: The table below indicates whether each agency has listed any ingredient as a carcinogen. This product contains crystalline silica (quartz) & Titanium Dioxide in a non-respirable form. Inhalation of either material is unlikely to occur from exposure to this product.

Chemical Name	ACGIH	IARC	NTP	OSHA
Quartz	A2	Group 1	Known	X
Titanium Dioxide		Group 2B		

ACGIH: (American Conference of Governmental Industrial Hygienists)

A2 – Suspected Human Carcinogen

IARC: (International Agency for Research on Cancer)

Group 1 – Carcinogenic to Humans

Group 2B – Possibly Carcinogenic to Humans

NTP: (National Toxicity Program)

OSHA: (Occupational Safety & Health Administration)

X – Present

Reproductive Toxicity: No information available.
STOT - Single Exposure: No information available.
STOT – Repeated Exposure: No information available.
Aspiration Hazard: No information available.

12. ECOLOGICAL INFORMATION

Ecotoxicity

The environmental impact of this product has not been fully investigated.

Chemical Name	Toxicity to Algae	Toxicity to Fish	Toxicity to Microorganisms	Daphnia Magna (Water Flea)
Methyl Alcohol 67-56-1		LC50 96 h: 13500-17600 mg/L flow-through (Lepomis macrochirus) LC50 96 h: 18-20 ml/L static (Oncorhynchus mykiss) LC50 96 h: = 19500-20700 mg/L flow-through (Oncorhynchus mykiss) LC50 96 h: = 28200 mg/L flow-through (Pimephales promelas) LC50 96 h: = 100 mg/L static (Pimephales promelas)	EC50 = 10000 mg/L 16h EC50 = 620 mg/L 30 min. EC50 = 620.0 mg/L 30 min.	

Persistence and Degradability: No information available.
Bioaccumulation: No information available
Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal Methods: This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Contaminated Packaging: Do not re-use empty containers.

US EPA Waste Number: U154

Chemical Name	RCRA	RCRA- Basis for Listing	RCRA D-Series Wastes	RCRA U-Series Waste
Methyl Alcohol		Included in the waste stream: F039		U154

This product contains one or more substances that are listed with the State of California as a hazardous waste

Chemical Name	California Hazardous Waste
Methyl Alcohol	Toxic, Ignitable

14. TRANSPORTATION INFORMATION

DOT: Not regulated

15. REGULATORY INFORMATION

International Inventories

TSCA – Complies

DSL/NDL – Complies

Legend

TSCA – United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL – Canadian Domestic Substances List/Non-Domestic Substances List

U.S. Federal Regulations

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical Name	CAS Number	Weight %	SARA 313 – Threshold Values %
Methyl Alcohol	67-56-1	1-5	1.0

SARA 311/312 Hazard Categories

Acute Health Hazard	Yes
Chronic Health Hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

This product does not contain any substances which are regulated pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).

CERCLA

This material, as supplied, contains one or more substances regulated as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302).

Chemical Name	Hazardous Substances RQs	Extremely Hazardous Substances RQs	RQ
Methyl Alcohol	5000 lb.		RQ 5000 lb. final RQ RQ 2270 kg final RQ

U.S. State Regulations**California Proposition 65:**

Chemical Name	CAS Number	California Prop. 65
Quartz	14808-60-7	Carcinogen

U.S. State Right-To-Know Regulations

"X" designates that the ingredients are listed on the state right to know list.

Chemical Name	New Jersey	Massachusetts	Pennsylvania	Illinois	Rhode Island
Quartz	X	X	X	-	X
Calcium Carbonate	X	X	X	-	X
Methyl Alcohol	X	X	X	X	X

U.S. EPA Label Information

EPA Pesticide Registration Number: Not applicable

16. OTHER INFORMATION

NFPA	Health Hazard: 1	Flammability: 0	Instability: 0	Physical and Chemical Hazards- Personal Protection: X
HMIS	Health Hazard: 1	Flammability: 0	Physical Hazard: 0	

Revision Date: 12-Dec-2016
Revision Note: No information available

General Disclaimer

The information provided on this SDS is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

SAFE RIDE

Bicycle Lane Coating

SMT-158

REVISED 04/06/23

PRODUCT DESCRIPTION

Safe Ride Bicycle Lane Coating is a 100% Acrylic Self-Crosslinking Polymer Emulsion designed as a highly durable pavement color coating. Safe Ride is fortified with specifically graded aggregate providing a textured surface for slip-resistance and added durability. Safe Ride bicycle lane coating meets the Manual on Uniform Traffic Control Devices (MUTCD) requirements for Green color night time and day time chromaticity ratings. Safe Ride is a single component ready-to-apply product.

USES

Safe Ride is primarily designed for bicycle lanes on asphalt streets and roads. Safe Ride provides a Safe Zone for bicyclists on city streets and other high traffic roadways.

Product Data	
Characteristics	Requirement
Resin	Cross-linking Acrylic
% Solids by Weight	>74%
% Solids by Volume	>60%
Weight per Gallon	13.5 lbs./gal ± .5 lb.
% Non-reactive Fillers	<38%
% Silica Sand	>15%
Volatile Organic Compounds (VOC)	<50 grams per liter
Boiling Range	Above 212°F
Vapor Density	Heavier than Air
Viscosity @ 70°F (20°C)	90-120 KU
Dry mil thickness per coat	20 to 25 mils
Recommended Number of Coats	2-3 coats
Dry Time (to re-coat) @ 50°F (10°C) @ 50% RH	45 minutes
Dry Time (to re-coat) @ 90°F (32°C) @ 50% RH	25 minutes
85% Cure (for traffic) @ 50°F (10°C) @ 50% RH	5 to 7 hours
85% Cure (for traffic) @ 90°F (32°C) @ 50% RH	1 to 3 hours
ASTM 2486 Scrub Resistance (25 dry mils) 50% applied as a per manufacturers specifications	6000 cycles to max loss of 50% coating
Dry mil build thickness per coat	20 to 25 mils
Temp. limits for service (of cured material)	-40°F to 150°F
Friction with locked wheeled tester at 30 mph	>50 FN30R
Pedestrian Friction ASTM E303 British Pendulum	>75 BPN

COVERAGE

Typically one gallon of Safe Ride Bicycle Lane Coating will cover approximately 50 square feet per coat. Two to three coats are recommended for optimum durability and performance.

SURFACE PREPARATION

Surface must be clean and free from all loose material, dirt, grease, and oil.

COLOR

Bright green. Meets the Manual on Uniform Traffic Control Devices (MUTCD) requirements for Green color night time and day time chromaticity ratings.

APPLICATION EQUIPMENT

Spraying is the preferred method of application. A textured spray unit is recommended. Safe Ride can also be applied by brush or roller.

MIXING PROCEDURES

Safe Ride is ready to use. Stir material thoroughly before applying.

APPLICATION

For optimum performance and durability, apply a minimum of two coats of Safe Ride Bicycle Lane Coating. Allow first coat to dry thoroughly before applying second coat. A third coat of Safe Ride may be applied in high traffic/high wear areas for added durability.

PROTECT CONTAINERS FROM FREEZING

WARRANTY AND DISCLAIMER

The statements made on this specification sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Warranty is void on multi-coat applications if material made by other manufacturers is used with this product.

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APPENDIX C - SCHOOL ZONES

APPENDIX D - SEALMASTER COLOR