

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

Foothill-Santa Rosa Sewer Pipeline Replacement

Specification No. 2000096

February 2025



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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

Foothill-Santa Rosa Sewer Pipeline Replacement

Specification No. 2000096

Approval Date: February 4, 2025

Brian Nelson
February 4, 2024

Miguel Barcenas
February 4, 2024

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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 March 6, 2025

at which time they will be publicly opened and read aloud. Public bid opening may be accessed via Microsoft Teams video conference and conference call. In person attendance will be permitted. Attendees are encouraged to wear face masks and practice social distancing. Use the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzlkYmE3MTctNzY0ZC00ZjZlLTlhNWQtN2U3NmFmN2RhNTBi%40thread.v2/0?context=%7b%22Tid%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22Oid%22%3a%2255684c81-fa0a-443f-b6a5-1f55eacc1141%22%7d

or join by phone with this number: 1 (209) 645-4165 with Conference ID: 949 092 59#

Submit bid in a sealed envelope plainly marked:

Foothill-Santa Rosa Sewer Pipeline Replacement, Specification No. 2000096

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.

NOTICE TO BIDDERS

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.

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 BidnetDirect (www.bidnetdirect.com) and if the City determines that a response is required, the City will post an addendum on Bidnet Direct.

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.

NOTICE TO BIDDERS

PROJECT INFORMATION

In general, the project consists of the replacement of existing sewerlines by open trenching and trenchless technologies.

The project estimated construction cost range is \$525,000 to \$575,000.

Contract time is established as 60 calendar days.

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.

Provide two referenced projects completed as the prime contractor and one referenced project completed as either the prime or subcontractor. All referenced projects must have been completed within the last SEVEN years from this project's bid opening date.

All referenced projects must have installed a minimum of 1,000-feet of sewerline by open trenching including sewer lateral connections within Public Roadways under contract with a City, County, State or Federal government agency.

One reference project must have installed a minimum of 300-feet sewer main using trenchless technology.

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.

NOTICE TO BIDDERS

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

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

NOTICE TO BIDDERS

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 Allie Genard 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:

4. materials
5. labor

to complete all the required work satisfactorily in compliance with

6. plans
7. specifications
8. special provisions

for the prices set forth in the bid item list:

BID FORMS

**BID ITEM LIST FOR Foothill-Santa Rosa Sewer Pipeline Replacement,
Specification No. 2000096**

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	7	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1		
2	77	POTHOLING	LS	1		
3	84	REPLACE TRAFFIC STRIPING & MARKERS	LS	1		
4	7	OBTAIN AND COMPLY WITH NIGHT WORK PERMIT	LS	1		
5	1	WATER POLLUTION CONTROL AND EROSION/SEDIMENT CONTROL PLAN	LS	1		
6		SHEETING, SHORING, AND BRACING	LS	1		
7	7	COMPLY WITH OSHA	LS	1		
8	7	PUBLIC NOTIFICATION	LS	1		
9		REPAIR TRAFFIC SIGNAL LOOPS	LS	1		
10	77	ABANDON SEWERLINE, MANHOLES AND FACILITIES	LS	1		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
11	77	SEWER BYPASS PUMPING	LS	1		
12*	19	ROCK EXCAVATION	CY	50		
13	77	REMOVE EXISTING SEWERLINE AND INSTALL NEW 6" HDPE SEWERLINE	LF	13		
14	77	REMOVE EXISTING SEWERLINE AND INSTALL NEW 8" HDPE SEWERLINE	LF	250		
15	77	INSTALL NEW 8" HDPE SEWERLINE (TRENCHLESS METHOD)	LF	200		
16	77	INSTALL NEW MANHOLE	EA	3		
17	77	INSTALL COATING ON SEWER MANHOLE	EA	3		
18	77	REMOVE EXISTING MANHOLE	EA	1		
19	77	CONNECT EXISTING SEWER LATERAL TO SEWER MAIN	EA	2		
20	77	RE-GRADE AND EXTEND SEWER LATERAL	LF	20		
21	73	REPLACE DRIVEWAY RAMP PER ENG. STD. 2110 AND SIDEWALK TIE-IN	EA	1		
22		CURB AND GUTTER REPAIRS AND REPLACEMENTS	LS	1		
BASE BID					\$	
Additive Alternative A						
23		CUT AND CAP EXISTING SEWER AND REPAIR STORM PIPE PER DETAIL 2 AND 4	LS	1		
ADDITIVE ALTERNATIVE A					\$	
TOTAL PROJECT BID = (BASE BID + ADDITIVE ALTERNATIVE A)					\$	

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

* Bid item exempt from Section 9-1.06B and 9-1.06C of the Standard Specifications. The unit price will not be adjusted regardless of the final bid item quantity.

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 install a minimum of 1,500 LF of sewerline by open trenching within public roadways? 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 install a minimum of 1,500 LF of sewerline by open trenching within public roadways? 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 install a minimum of 1,500 LF of sewerline by open trenching within public roadways? 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. Mill Street Sewer Replacement 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

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

Comply with the provisions of Sections 5, 7, 14, 15, 19, 39, 73, 77, 84 and 96 for general, material, construction, and payment specifics.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace Section 7-1.03A PUBLIC CONVENIENCE, Public Notification with:

Supply and deliver notices of the work to all businesses or residents adjacent to and within 300 feet of the work area via Mailers, doorhangers, and email. The notice must include:

1. A brief description of the work
2. Date the work will start
3. Date the work will end

SPECIAL PROVISIONS

4. Potential impacts on the adjacent property
5. Company representative's name
6. Company representative's phone number where they can be reached or a message can be left.

Company representative must respond to all phone calls received within 18 hours of receipt with the requested information. Provide notices at least 30 days in advance of the work. The dates in the notice must represent only those dates when work is anticipated at the specific address. The project duration must not be used as a substitute for actual site dates. Hangers without proper dates must be reissued to adjacent property owners at your expense. The Engineer must review and approve notice wording prior to distribution. Do not place notices inside mailboxes. Notices must be hand delivered or made up as a door hanger. This notice is in addition to notice required for water service interruptions.

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

All other work must be completed during normal working hours of Monday through Friday 7:00 a.m. to 4:00 p.m.

No full width street closures will be permitted. Traffic control plans should consider any lane closures based on the following list of priorities (in order of most desired to least desired option):

1. Restrict parking on one or both sides as necessary in order to maintain two-way traffic circulation with minimum 10' travel lanes
2. Two-way circulation with flaggers and minimum 10' travel lane

Night work permit will be necessary if above limitations are not feasible to perform aspects of work. ***It is the contractor's responsibility to apply for the night work permit.***

The contractor must not work two consecutive shifts, day and night, unless approved by the Engineer.

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.

CHANGEABLE MESSAGE SIGNS

SPECIAL PROVISIONS

Additionally, two (2) changeable message signs (CMS) must be installed and operational 1 week prior to the start of construction and be maintained throughout the duration of the project at locations approved by the Engineer upon review of the submitted Traffic Control Plan. Changeable message sign shall be programmed for two flashes with the messages to be approved by 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 the Night Work Permit expiration date. Requests to extend the Night Work Permit must be submitted to the Building Department at least 2 weeks prior to the 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).

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.

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.

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph in Section 8-1.02A SCHEDULE, General with:
Provide a Level 1 schedule for this work.

SPECIAL PROVISIONS

DIVISION II GENERAL CONSTRUCTION

14 ENVIRONMENTAL STEWARDSHIP

Add to Section 14-2.03A ARCHAEOLOGICAL RESOURCES, General

Archaeological monitoring will be required due to proximity to archaeological sensitive areas. Monitoring will be performed by a consultant hired by the City. The contractor must comply with the Project Mitigation Measures approved through ER 10-07 and Archaeological monitoring plan (Appendix B). If archaeological cultural resources are identified during monitoring, the monitor will be empowered to halt construction. No additional payment will be made to the contractor for right of way delays. Full compensation for conforming to the requirements of this section shall be included in the lump sum price and no additional compensation will be allowed, therefore.

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Add to Section 39-1.02B MATERIALS, Tack Coat

All vertical edges and surfaces 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 MATERIALS, Reclaimed Asphalt Pavement (RAP) with:
Asphalt concrete with 25% RAP may be used for paving operations.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

77 LOCAL INFRASTRUCTURE

Add to Section 77-1.03A(3) Groundwater

Float rock may be substituted for initial backfill when ground water is present per Engineering Standard 6020. Full compensation for removing water or dewatering excavations and backfilling with float rock is included in the payment for other bid items unless a bid item of work is shown on the Bid Item List.

Add to Section 77-1.03B(1) TRENCH CONSTRUCTION, General

All abandoned waterlines encountered partially or entirely within the trench section for the new waterline must be removed and disposed of. The active/abandoned status of all waterlines has been shown on the plans. The Contractor must notify the City immediately if any waterline shown as abandoned is found to be active.

If, at any point during the project, a trench is excavated within 5 feet of the wall of the trench, of an active utility such as a waterline, or any other utility that could potentially break, the Contractor must provide shoring as necessary to prevent movement of existing lines.

Add to Section 77-1.03D Surface Restoration

SPECIAL PROVISIONS

Geotechnical borings and potholing of existing utilities indicate that the following streets are paved with AC over PCC and must be repaired with AC/PCC per Engineering Standard 4110 & 6020.

- Intersection of Santa Rosa and Foothill

Streets which contain a reinforcement fabric or grid must be “tee cut” with the width of the AC cut extending one foot beyond each side of the trench. A new layer of pavement reinforcing grid must be installed to match the existing pavement section.

Add to Section 77-3.02A(5) Sewer Lateral Pipe

Sewer lateral wyes must be fused HDPE by Faction Fusion or approved equal.

All HDPE and PVC pipe connections must be made with POLY-CAM Series 731 transition couplings. All HDPE and VCP pipe connections must be made with POLY-CAM Series 731 transition couplings and Strong Back RC couplings.

Add to Section 77-3.03A(3) HDPE Pipe Joint

HDPE pipes jointed by heat fusion welding must be internally debaded prior to installation. Pipe joint by electrofusion couplings will also be allowed.

Add to Section 77-3.03C Bypass Pumping

The Contractor must provide for the flow of sewage around the section or sections of pipe designated for repair. The pump(s) and bypass line(s) must be of adequate capacity to accommodate a sewage flow of 100,000 gallons per day. Contractor must submit bypass plan for review prior to implementation.

Add Section 77-3.03D Manhole Coating

The existing manholes are coated and must be sand blasted and removed prior to the application of the new coating system.

Coating manholes shall include the following activities:

- Cleaning the manhole and prepare the manhole for one of the approved coating systems.
- Applying one of the approved coating systems, as specified herein.
- Testing the finished surface coating, as required herein.
- Other related activities, as noted herein.

Where designated in the plans, manholes must be coated with an approved corrosion protective coating applied to their interior surfaces, as specified herein. The approved coating system (as specified herein) 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 minimum thickness of 80 mils of elastomeric polyurethane must be applied. 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 manufacture 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 1/4" cut groove.

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 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 with an approved corrosion protective coating for a period of not less than five (5) years from the date of final acceptance of the project. The warranty shall be delivered to the City prior to and as a condition of final acceptance for this project.

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

Replace Section 77-3.03E Sewer Laterals with:

SPECIAL PROVISIONS

The Contractor must locate all existing sewer laterals and re-establish all live sewer lateral connections. Contractor must test all laterals using dye testing to confirm which laterals are in service (active) and which are dead. Dead or unused sewer laterals must be abandoned per Engineering Standard 6050. No payment shall be made for laterals that are determined to be out of service.

The Contractor must provide portable restrooms, one per lateral closed unless an agreement is reached between the Contractor and affected resident or business that a portable restroom is not necessary. All agreements must be in writing and a copy given to the Engineer. Portable restrooms must be placed at a location preferred by the affected resident or business, and they must be sanitized and cleaned as directed by the Engineer. All portable restrooms must be removed from the public right away or private property at the end of each working day. The Contractor must immediately notify residents after their active sewer laterals are opened. Laterals must be put back into service the same day they are taken out of service.

The Contractor must notify affected residents and businesses a minimum of 7 calendar days prior to installation and give a 24-hour reminder prior to installation. The Contractor must state in the notification that the owner must not use the sewer system, length of time the sewer will be unavailable, the contact person, and that a portable restroom with a hand washing station will be provided for their use during construction. The notification must state that an ADA accessible restroom will be provided upon request.

Payment for all work necessary to reconnect live sewer laterals to the new sewer line including re-grading of existing sewer laterals within 5 horizontal feet of point of connection to new sewer line shall be included in the contract price per connection for bid item "Connect Existing Sewer Lateral to Sewer Main." The work necessary to re-grade existing sewer laterals to align with the new wye, in excess of 5 horizontal feet from the point of connection to the (N) sewer line, shall be paid by the lineal foot contract price for bid item "Re-grade Sewer Lateral Beyond 5 Feet."

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

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

Preformed thermoplastic is not allowed.

DIVISION XIII APPENDICES

Add 100-1.01 Appendices

1. Appendix A - Form of Agreement
2. Appendix B – Project Mitigation Measures
3. Appendix C - Geotechnical Reports

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

Whitney McDonald, 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: _____

