

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

Finance and IT Office Tenant Improvements

Specification No. 2000114-02

February 2025



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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

Finance and IT Office Tenant Improvements

Specification No. 2000114-02

Approval Date: February 4, 2025



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NOTICE TO BIDDERS

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 13, 2025

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_NmU1ZGE5ZmYtOGZmNS00MGMyLWJkMjgtYTk2MjMwZWl1Yzgy%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: 812 492 571 #

Submit bid in a sealed envelope plainly marked:

Finance and IT Office Tenant Improvements, Specification No. 2000114-02

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

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

Contact the project manager, Rebecca Cox at (805) 781-7003 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 consists of remodeling and tenant improvement of the Finance and IT interior office space located in the basement level of City Hall. In addition to improvements of the restrooms and breakroom.

The project estimated construction cost is \$1,254,000

Contract time is established as 90 working days.

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

NOTICE TO BIDDERS

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.

There will be a MANDATORY walkthrough on Thursday, February 13 at 10:00 a.m. or 2:00 p.m. Contractors wishing to submit a bid proposal are required to attend and sign in at the meeting. Bidders must meet City Staff at 990 Palm Street (City Hall, lower level) in San Luis Obispo, California.

QUALIFICATIONS

You must possess a valid Class **B** 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.

Two of the referenced projects must be for tenant improvements of an office building.

One of the referenced projects must be for office rehabilitation with electrical work of an office building.

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

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

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

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

NOTICE TO BIDDERS

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

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

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

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

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

Protest must be in writing and received by the project manager located at:

919 Palm Street
San Luis Obispo, CA 93401.

Valid protests must contain the following information:

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

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

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

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

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

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

AWARD

The lowest bidder will be determined using the TOTAL PROJECT BID.

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.

NOTICE TO BIDDERS

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 ITEM LIST FOR FINANCE AND IT OFFICE TENANT IMPROVEMENT, SPECIFICATION NO. 2000114-02

Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	99	Demolition Offices	LS	1	----	
2	99	Office Rehabilitation	LS	1	----	
3	99	Demolition Breakroom	LS	1	----	
4	99	Breakroom Rehabilitation	LS	1	----	
5	99	Demolition Restroom	LS	1	----	
6	99	Restroom Rehabilitation	LS	1	----	
7	91, 99	Painting	LS	1	----	
8	99	Disassembly of Existing Furniture	LS	1	----	
9	99	Assembly of Existing Bases to New Worksurfaces	LS	1	----	
10 (S)	99	Furniture Purchase and Installation	LS	1	----	
11 (S)	99	Electrical and Communication Improvements	LS	1	----	
12	99	Construction Fencing	LS	1	----	
13	99	Fire Protection	LS	1	----	
Bid Total					\$	
Company Name:						

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

BID FORMS

(S) Specialty item per Section 5-1.13A SUBCONTRACTING, General of the Standard Specifications

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.

BID FORMS

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 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.

BID FORMS

_____ Yes

_____ No

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

_____ Yes

_____ No

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

BID FORMS

NON-COLLUSION DECLARATION

I, _____, declare that I am _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone refrained from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on _____, 20____, in _____

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

(SEAL)

(Signature and Title of Declarant)

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

Notary Public

Company Name:_____

BID FORMS

QUALIFICATIONS

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

Reference Number 1

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Did this project include tenant improvements of an office building? 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 tenant improvements of an office building? 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 tenant improvements with electrical work of an office building? 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. Finance and IT Office Tenant Improvement, Specification No. 200014-02 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. All work must conform to these Special Provisions and appendices, project plans, and the most current Building Codes. In the event of a conflict, the more stringent requirement shall apply.

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

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

3 CONTRACT AWARD AND EXECUTION

Add Section 3-1.18B CONTRACT EXECUTION, Building Permit:

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 advance 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 website:

SPECIAL PROVISIONS

<https://forms.slocity.org/Forms/recyclingplan>, to obtain a Building Permit. Demolition Recycling Plan and Disposal Report must be turned in to 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 two 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 91 and 99 for general, material, construction, and payment specifics. Refer to these Special Provisions including Appendix B Supplemental Technical Specifications for modifications to the above Sections.

5 CONTROL OF WORK

Add to Section 5-1.01 GENERAL:

Work hours are restricted to 7:00 a.m. to 4:00 p.m. Monday through Friday.

The Contractor is required to supply a weather safe storage area for all furniture to be reused. All equipment and materials shall be stored within the identified area on the staging exhibit reference Appendix C.

City Hall is a highly used public facility. Contractor must ensure that operations do not interfere with public services and work activity outside of the project limits. Contractor shall clean and sweep work site, staging areas, and public walkways at the end of each day.

City staff will vacate the immediate construction area during construction. Office suites in the building outside the project limits of construction will remain in operation.

Construction equipment will be allowed to be kept on-site after hours and over weekends provided it is fully contained within the fenced and secured worksite and is not accessible to the public.

Add to Section 5-1.32 AREAS FOR USE:

Contractor will be allowed to use the lower-level City Hall entryway for staging of equipment and materials and 7 parking spaces within the City Hall parking lot during the project reference Appendix C: City Hall Staging Exhibit.

Access to City Hall must be maintained clear, open, and safe at all times.

6 CONTROL OF MATERIALS

Add Section 6-1.06 CONTRACTOR FURNISHED MATERIALS

SPECIAL PROVISIONS

The Contractor shall make arrangements and provide for adequate portable toilet facilities at the site. The Contractor shall maintain sanitary facilities until completion of work at which time the facilities will be removed from the site and premises disinfected.

The Contractor shall protect all materials and equipment stored onsite from any damage or deterioration until it is ready for installation. The City shall not be held liable for any damage to the material that may occur on site.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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.

Add to Section 7-1.04 PUBLIC SAFETY:

Contractor understands that the work to be done under this contract is located in a highly used public facility. Contractor will make every effort and will be responsible to protect the City Hall users from the construction site including staging areas and access route from the parking lot.

Contractor to submit staging plan for approval. The plan must identify the path to construction work that will minimize site disturbance.

Contractor must provide a rigid 6' (minimum) chain link or other rigid work site fence surrounding the work site (including any staging and storage areas) and provide other such safeguards and facilities to keep City Hall users from entering a construction area. Contractor must control and maintain City Hall access and vehicular traffic in a safe manner around the work site at all times. Contractor must leave work site clean and free from hazards at the end of each day and on weekends. Walkways must be swept daily. All tools, forms, hardware, paint cans, building materials and/or other items that could be a potential hazard to City Hall users must be removed from the work site at the end of each day. Coordinate work-site fence with staging as specified in Section 5-1.32, "Area of Use," of these special provisions.

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

Add to Section 8-1.03 PRECONSTRUCTION CONFERENCE:

14. Schedule of Values for all lump sum bid items
15. Contractor shall provide a Construction and Demolition Recycling Waste Plan which must be submitted at or before preconstruction conference.

Add to Section 8-1.05 TIME

The time required for material procurement is not included in the contract time. Work will not commence until a Construction and Demolition Recycling Plan is approved.

9 PAYMENT

Add to Section 9-1.01 GENERAL:

Work as specified in these specifications and as shown on the Plans for which no separate payment is provided for in the Bid Item List will be considered a subsidiary obligation of the Contractor and the cost thereof shall be included in the applicable Contract prices for the item to which the work applies.

Add to Section 9-1.02A MEASUREMENT, General with:

Contractor must submit a Schedule of Values for all lump sum bid items of work. The schedule of values must be submitted at the preconstruction conference. The schedule of values for each lump sum item must equal the total bid price for the item.

Add to Section 9-1.03 PAYMENT SCOPE with:

Any item of work that does not have separate bid item is considered included in the project cost of work and no additional compensation will be paid.

DIVISION II GENERAL CONSTRUCTION

16 TEMPORARY FACILITIES

The contractor shall provide and maintain service of portable restroom for the entire duration of construction. Portable restroom must be locked at end of each day.

DIVISION XI MATERIALS

91 PAINT

Add Section 91-1.01 GENERAL:

Contractor must provide 1 gallon of each paint color used during the project for building maintenance staff. Cost for paint provided for building maintenance staff shall be included in the price of the Finance and IT tenant improvement Lump Sum bid item.

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Add Section 99-1.01 GENERAL:

See Appendix C: Technical Specifications.
See Appendix D: Furniture Schedule.

Add Section 99-1.02 GENERAL:

SPECIAL PROVISIONS

Existing workstations shall be disassembled, stored, and reassembled per the furniture schedule. All work must be completed by an experienced furniture installation company similar to [Furniture Installation Team](#).

Contractor shall order all specified furniture items as detailed in the provided furniture schedule (Appendix D). Coordinate with the City Inspector to confirm lead times and delivery schedules. All items shall be properly protected from delivery to installation. The contractor must ensure that all furniture items are free of defects and properly assembled and installed. This includes but is not limited to, workstations, desks, chairs, conference tables, filing cabinets and any other specified furniture items in the furniture schedule.

DIVISION XIII APPENDICES

Add Section 100-1.01 APPENDICES

Refer to Appendix A: Form of Agreement
Refer to Appendix B: Technical Specifications
Refer to Appendix C: City Hall Staging Exhibit
Refer to Appendix D: Furniture Schedule
Refer to Appendix E: Asbestos Testing Report
Refer to Appendix F: Material Board

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 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

APPENDIX

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: _____

APPENDIX B – TECHNICAL SPECIFICATIONS

APPENDIX C – CITY HALL STAGING EXHIBIT

APPENDIX D – FURNITURE SCHEDULE

APPENDIX E – ASBESTOS TESTING REPORT

APPENDIX F – MATERIAL BOARD