

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

2021 Downtown Pavement Improvements Project

Specification No. 1000167

JULY 2021



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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

2021 DOWNTOWN PAVEMENT IMPROVEMENTS PROJECT

Specification No. 1000167

Approval Date: May 4, 2021



May 4, 2021



May 4, 2021

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NOTICE TO BIDDERS BID SUBMISSION

Sealed bids must **be MAILED** to the following address:

City of San Luis Obispo
Public Works Department
919 Palm Street
San Luis Obispo, CA 93401
Attn: Brian Rodriguez

Bids delivered in person will not be accepted. Bids may be mailed by postal carriers such as UPS, FedEx, DHL, etc. Regular courier companies not affiliated with the postal system are not acceptable. All mailed bids must be delivered and in possession of the Project Manager by:

2:00 p.m. on June 3, 2021

At which time they will be publicly opened and read aloud via Microsoft Teams video conference and conference call. In-person attendance of the bid opening will not be permitted in adherence to social distancing measures. Use the following link:

https://teams.microsoft.com/join/19%3ameeting_MTIzNzc0MjAtMGMzNi00YWNILThmMDQtNDVmMDhmOTgzMTFl%40thread.v2/0?context=%7b%22Tid%22%3a%22a78b182d-94e4-4507-a9a9-330dcb148164%22%2c%22Oid%22%3a%22a8add278-38fa-47c3-8727-acd5a57b58ec%22%7d

or join by phone with this number: 1 (209) 645-4165 with Conference ID: 241 215 16#

Submit bid in a sealed envelope plainly marked:

**2021 DOWNTOWN PAVEMENT IMPROVEMENTS PROJECT, Specification No.
1000167**

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

NOTICE TO BIDDERS

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.

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

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

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

BID DOCUMENTS

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

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

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

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

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

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

Contact the project manager, Brian Rodriguez at 805-781-7226 or the Public Works Department at (805) 781-7200 prior to bid opening to verify the number of addenda issued.

NOTICE TO BIDDERS

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

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

PROJECT INFORMATION

In general, the project consists of new ADA compliant curb ramps at existing street corners, pavement removal and replacement on street segments of Higuera, Marsh, Johnson, Phillips, Pepper, and Nipomo. The project also includes protection and/or adjustment of existing utility covers, upgrading of select utility frames and covers, striping and markings, traffic control, sidewalk, curb and gutter replacement at various locations, and midblock crosswalks on Higuera and Marsh.

BASE BID: The project estimated construction cost is \$2,191,000

ADDITIVE ALTERNATIVE "A": \$525,000

ADDITIVE ALTERNATIVE "B": \$239,000

TOTAL PROJECT BID (BASE BID + ADD ALT. "A" + ADD ALT "B": \$2,955,000

Contract time is established as 60 working 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 or C12 & C8 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.

NOTICE TO BIDDERS

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.

One of the three referenced projects must be for concrete curb and sidewalk construction work, American with Disabilities Act (ADA) compliance, and detectable warning surface and/or truncated domes installation.

One of the three reference projects must be for roadway construction.

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

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

NOTICE TO BIDDERS

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 \$3,400,000 using either:

- TOTAL PROJECT BID, if bid for Base Bid + Add. Alt. "A" + Add Alt. "B" is less than \$3,400,000; or
- BASE BID + ADD. ALT. "A", if bid for Base Bid + Add. Alt. "A" is less than \$3,400,000 and Total Project Bid is greater than \$3,400,000; or
- BASE BID, if Base Bid is less than \$3,400,000 and Base Bid + Add. Alt. "A" is greater than \$3,400,000.

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 Argelia Chang at (805) 781-7200 or by Telecommunications Device for the Deaf at (805) 781-7107. Requests should be made as early as possible in the bidding process to allow time for accommodation.

BID FORMS

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

THE UNDERSIGNED, agrees that they have carefully examined:

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

and propose to furnish all:

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 2021 DOWNTOWN PAVEMENT IMPROVEMENTS PROJECT, SPECIFICATION NO. 1000167

BASE BID						
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	18,534		
2	37	PNEUMATIC TIRE ROLLER COMPACTION	LS	1	-----	
3	39	3/8 MIX LEVELING COURSE	TN	453		
4	39	1/2 INCH HMA TYPE A	TN	1,987		
5	39	3/4 INCH HMA TYPE A	TN	1,120		
6	84	PAVING GRID	SQYD	8,059		
7	84	DIGOUT	SQFT	2,727		
8	15	EDGE GRIND	LF	195		
9	84	DETAIL 1	LF	490		
10	84	DETAIL 8	LF	1,866		
11	84	DETAIL 9	LF	1,375		
12	84	DETAIL 22	LF	1,084		
13	84	DETAIL 27B	LF	7,264		
14	84	DETAIL 28	LF	47		
15	84	DETAIL 39	LF	4,363		

BID FORMS

BASE BID						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
16	84	DETAIL 39A	LF	148		
17	84	DETAIL 40	LF	258		
18	84	12" WHITE	LF	1,521		
19	84	24" WHITE	LF	740		
20	84	12" YELLOW	LF	116		
21	84	24" YELLOW	LF	100		
22	84	GREEN PAINT	SQFT	2,032		
23	84	GREEN CYCLE TRACK CASE 1	LF	566		
24	84	GREEN CYCLE TRACK CASE 2	LF	274		
25	84	BIKE BUFFER	LF	1,221		
26	84	BIKE MEDIAN	LF	1,326		
27	84	NO PARKING BUFFER	SQFT	31,673		
28	84	PARKING "L"	EA	46		
29	84	PARKING "T"	EA	93		
30	84	BLUE PARKING TICKS	EA	8		
31	84	ADA SPACE MARKING	EA	6		
32	82	ADA SIGN & POST	EA	6		
33	84	BLUE CURB	LF	132		
34	84	PAINTED CURB	LF	2,917		
35	39	SPEED TABLE	EA	1		
36	73	SD STEEL PLATES	EA	32		
37	73	MEDIAN BULBOUT	EA	2		
38	82	RRFB	EA	2		
39	73	TREE GRATE	EA	2		
40	84	BLUE HYDRANT MARKERS PER CITY STD 7920	EA	34		
41	15	UPGRADE/ADJUST WATER VALVE TO FINISHED GRADE	EA	56		
42	15	UPGRADE/ADJUST SANITARY SEWER MANHOLE OR CLEANOUT TO FINISHED GRADE	EA	14		
43	15	UPGRADE/ADJUST COMMUNICATIONS MANHOLE TO FINISHED GRADE	EA	1		
44	84	WHITE PAVEMENT MARKING	SQFT	1,733		

BID FORMS

BASE BID						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
45	15, 73	SIDEWALK REPAIR NORTH SIDE OF HIGUERA NEAR NIPOMO	LS	1	-----	
46	15, 73	SIDEWALK REPAIR NORTH SIDE OF HIGUERA CROSSWALK	LS	1	-----	
47	15, 73	SIDEWALK REPAIR SOUTH SIDE OF HIGUERA CROSSWALK	LS	1	-----	
48	15, 73	CURB RAMP HIGUERA & ARCHER SE CORNER	LS	1	-----	
49	15, 73	CROSS GUTTER HIGUERA & ARCHER SOUTH SIDE	LS	1	-----	
50	15, 73	SIDEWALK REPAIR NORTH SIDE OF MARSH NEAR HIGUERA	LS	1	-----	
51	15, 73	CURB RAMP MARSH & ARCHER SW CORNER	LS	1	-----	
52	15, 73	CURB RAMP MARSH & ARCHER NE CORNER	LS	1	-----	
53	15, 73	CURB RAMP MARSH & BEACH SW CORNER	LS	1	-----	
54	15, 73	SIDEWALK REPAIR NORTH SIDE OF MARSH NEAR NIPOMO	LS	1	-----	
55	19	ROADWAY EXCAVATION	CY	470		
56	15, 73	REMOVE CURB AND GUTTER	LF	700		
57	15, 73	REMOVE DRIVEWAYS	EA	6		
58	15, 73	CURB AND 18"GUTTER	LF	490		
59	15, 73	CURB AND 24"GUTTER	LF	210		
60	15, 73	INSTALL DRIVEWAY	EA	6		
61	15, 73	CURB RAMP NIPOMO & BUCHON SE CORNER	EA	1		
62	15, 73	CURB RAMP NIPOMO & BUCHON SW CORNER	EA	1		
63	15, 73	CURB RAMP NIPOMO & LEFF NE CORNER	EA	1		
64	15, 73	CURB RAMP NIPOMO & LEFF NW CORNER	EA	1		
65	15, 73	CURB RAMP NIPOMO & ISLAY NE CORNER	EA	1		
66	15, 73	CURB RAMP NIPOMO & ISLAY NW CORNER	EA	1		
67	15, 73	CURB RAMP NIPOMO & ISLAY SE CORNER	EA	1		
68	15, 73	CURB RAMP NIPOMO & ISLAY SW CORNER	EA	1		

BID FORMS

BASE BID						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
69	15	REMOVE AND REPLACE FIRE HYDRANT	EA	2		
70	5, 78	SET BENCHMARK	EA	1		
71	82	REMOVE AND REPLACE SIGN POST	EA	6		
72	19	BASE REPAIR ALLOWANCE	SQFT	3,000	-----	
73	15, 73	SIDEWALK REPLACEMENT ALLOWANCE	SQFT	500		
74	77	LATERAL REPLACEMENT ALLOWANCE	EA	5		
75	13	STREET SWEEPING (1 DAY)	LS	1	-----	
76	13	STREET SWEEPING w/ SIGNAGE (14 DAYS)	LS	1	-----	
77	13	STREET SWEEPING (30 DAYS)	LS	1	-----	
78	7, 12	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1	-----	
79	3	COMPLY WITH CALTRANS PERMIT	LS	1	-----	
BASE BID TOTAL					\$	

ADDITIVE ALTERNATIVE "A"						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	37	1/2 INCH HMA TYPE A	TN	368		
2	37	3/4 INCH HMA TYPE A	TN	1,964		
3	37	TYPE "A" AC BERM	LF	142		
4	84	DETAIL 1	LF	199		
5	84	DETAIL 24	LF	25		
6	84	12" WHITE	LF	65		
7	84	PAINTED CURB	LF	121		
8	15, 73	CROSS GUTTER	SQFT	222		
9	84	BLUE HYDRANT MARKERS PER CITY STD 7920	EA	3		
10	15	UPGRADE/ADJUST WATER VALVE TO FINISHED GRADE	EA	6		
11	15	UPGRADE/ADJUST SANITARY SEWER MANHOLE OR CLEANOUT TO FINISHED GRADE	EA	3		
12	82	12' PUNCH POST	EA	4		

BID FORMS

ADDITIVE ALTERNATIVE "A"						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
13	82	R1-1 SIGN	EA	2		
14	82	R1-3 SIGN	EA	2		
15	82	R1-3P SIGN	EA	1		
16	82	R6-1 SIGN	EA	2		
17	82	W3-1 SIGN	EA	2		
18	84	WHITE PAVEMENT MARKING	SF	88		
19	15, 73	CURB RAMP JOHNSON & MILL NE CORNER (SHEET 16)	LS	1	-----	
20	15, 73	CURB RAMP JOHNSON & MILL NW CORNER (SHEET 16)	LS	1	-----	
21	15, 73	CURB RAMP JOHNSON & PEACH NE CORNER (SHEET 15)	LS	1	-----	
22	15, 73	CURB RAMP JOHNSON & PEACH SW CORNER (SHEET 16)	LS	1	-----	
23	15, 73	CURB RAMP JOHNSON & PEACH SE CORNER (SHEET 16)	LS	1	-----	
24	15, 73	CURB RAMP JOHNSON & PHILLIPS SE CORNER (SHEET 15)	LS	1	-----	
25	7, 12	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1	-----	
ADD. ALT. "A" BID TOTAL					\$	

ADDITIVE ALTERNATIVE "B" BID LIST						
Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	37	1/2 INCH HMA TYPE A	TN	500		
2	37	3/4 INCH HMA TYPE A	TN	789		
3	37	TYPE "A" AC BERM	LF	121		
4	84	DETAIL 22	LF	140		
5	84	12" WHITE	LF	38		
6	84	BIKE BUFFER	LF	162		
7	84	PAINTED CURB	LF	231		
8	84	BLUE HYDRANT MARKERS PER CITY STD 7920	EA	2		
9	15	UPGRADE/ADJUST WATER VALVE TO FINISHED GRADE	EA	8		

BID FORMS

ADDITIVE ALTERNATIVE "B" BID LIST						
Item No.	SS ⁽¹⁾	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
10	15	UPGRADE/ADJUST SANITARY SEWER MANHOLE OR CLEANOUT TO FINISHED GRADE	EA	6		
11	84	WHITE PAVEMENT MARKING	SF	22		
12	7, 12	TRAFFIC CONTROL PLAN AND IMPLEMENTATION	LS	1	-----	
ADD. ALT. "B" BID TOTAL					\$	

BASE Bid Total	\$
ADD. ALT. "A" Bid Total	\$
ADD. ALT. "B" Bid Total	\$
Total Project Bid (BASE BID + ADD. ALT. "A" + ADD. ALT. "B")	\$
Company Name:	

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

NOTES ON CONTRIBUTORS

[illegible]

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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:

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):	
Is this similar to the project being bid or did this project include roadway construction? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Reference Number 2

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

Reference Number 3

Customer Name & Contact Individual	
Telephone & Email	
Project Name (Site Address):	
Is this similar to the project being bid or did this project include ADA compliance, concrete curb and sidewalk construction work? 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. 2021 Downtown Pavement Improvements Project 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

2 BIDDING

Replace Section 2-1.33A BID DOCUMENT COMPLETION AND SUBMITTAL, General with:

Furnish bid using blank forms provided in the Special Provisions. Bid must include all forms and must be signed by the bidder.

3 CONTRACT AWARD AND EXECUTION

Add to Section 3-1.18B CONTRACT EXECUTION, Caltrans Encroachment Permit 3-1.18B Caltrans Encroachment Permit

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. The contract price shall also include the application fee of **\$820.00** for obtaining a double permit for Encroachment Permit **0520 NTK 0263**. See Appendix B for additional information.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

Comply with the provisions of Sections 3, 6, 7, 8, 12, 15, 37, 39, 56, 73, 77, 84, and 86 for general, material, construction, and payment specifics. Refer to these Special Provisions for modifications to the above Sections.

Add Section 4-1.03A WORK DESCRIPTION, Project Specific Signage:

Maintain Revenue Enhancement Funding signage in work area. Return Revenue Enhancement Funding signs at the end of the project or upon the Engineer's request.

6 CONTROL OF MATERIALS

Add to Section 6-2.03 DEPARTMENT ACCEPTANCE:

The Engineer will furnish Sales 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 Sheet 26 of 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.

Sales Tax signs are stored at the City's Corporation Yard on Prado Road. The contractor is responsible to load and transport from City Corporation yard to job site.

Water to be used in the slurry seal emulsion must be potable water.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace last paragraph in Section 7-1.02K(3) Labor Code, Certified Payroll Records (Labor Code 1776) with:

Furnish the Engineer one Portable Document Format (PDF) file which contains all certified payroll records for the prior month's work. Redact the PDF file making the employee's social security number illegible. Failure to submit PDF file with other monthly payroll records is considered an incomplete payroll submission and penalties will be assessed.

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

SPECIAL PROVISIONS

Unless stated otherwise below, work hours are Monday through Friday between 7:00 a.m. to 4:00 p.m. at all the affected streets.

Work within Caltrans Right of Way must be performed between the hours of 9:00 a.m. to 3:00 p.m Monday – Thursday and 9:00 a.m. to 2:00 p.m. Friday.

Paving work on Higuera and Marsh from Nipomo to the US 101 on/off ramp intersection must start after September 1, 2021 between the hours of 10:00 PM to 8:00 AM.

Two lanes of traffic shall be retained at all times on Marsh and Higuera west of Santa Rosa Street between weekday hours of 10am-6pm, unless otherwise approved by the City.

No work involving heavy equipment (i.e. loud machinery) within the downtown during the 11am-1pm lunch period.

Night work permit may be necessary if above limitations are not feasible to perform aspects of work.

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

Add to Section 8-1.01 GENERAL, Order of Work

Paving work for the streets listed below must commence after September 1, 2021. The Contractor must make start work within the following segments until then:

Higuera Street: From Nipomo to Marsh Intersection

Nipomo Street: From Nipomo to Higuera Intersection

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.

9 PAYMENT

SPECIAL PROVISIONS

Add to Section 9-1.06 CHANGED QUANTITY PAYMENT ADJUSTMENTS, General

Any adjustments due in accordance with Section 9-1.06B, "Increases of More Than 25 Percent" and Section 9-1.06C, "Decreases of More Than 25 Percent," of the Standard Specifications for bid item(s) No. 8, Edge Grinds, No. 80, Base Repair Allowance, and No. 82, Lateral Replacement Allowance is deferred.

DIVISION II GENERAL CONSTRUCTION

13 WATER POLLUTION CONTROL

Add to Section 13-7.02 Street Sweeping

13-7.02C Construction

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 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.

13-7.02D Payment

The lump sump 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 to Section 15-2.02B Remove Pavement (AC Patch)

The outline of the area to be removed must be cut on a neat line with a power driven diamond saw to a minimum depth of the existing asphalt concrete (see coring log information) before removing all existing asphalt. As an alternate, the Contractor may use a grinding device such as a "zipper" to remove the AC patch area. All areas of removal must be cut as marked in the field and must be uniform in pattern (square, rectangle).

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

A mechanical tamp is to be used for compacting the base or subgrade and bottom lifts of the AC. A roller is to be used for the top lift of AC. Vibrating Plates are not allowed.

Any PCC to be used for pavement must be Class 1 mix per Engineering Standard 6040 General Note B to allow same day AC pave out and immediate traffic use. At each location of roadway repair activity, removal and replacement of existing pavement materials are to be performed on the same working day.

Additional AC path repair areas and extents may be identified by the Engineer. Pavement repair locations must be field verified by the Engineer before the start of work. Pavement restoration must comply with section 19 and 77.

SPECIAL PROVISIONS

Add to Section 15-2.02B(2) 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 $\frac{1}{4}$ inch apart on center. The configuration of the teeth shall be such that the deviation in elevation between any 2 teeth does not exceed $\frac{1}{16}$ inch.

Be capable of removing asphalt concrete pavement to a tolerance of $\pm \frac{1}{8}$ inch.

Be equipped with an automatic grade control system operating in "profile" mode.

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

Add to Section 15-2.02B(7) Payment

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

Add to Section 15-2.02C(1) Remove Traffic Stripes and Pavement Markings

After existing traffic stripes and pavement markings have been removed, temporary striping tabs must be installed and remain in place until slurry operations have begun.

DIVISION V SURFACINGS AND PAVEMENTS

37 BITUMINOUS SEALS

Add to Section 37-3.02A General

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

Add to Section 37-3.03A General

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) General

Locations of bike lane edge grind are shown on the plans.

Payment shall be as described in Section 15-2.02B(7).

Replace Section 37-3.03D(4)(a)(i) General

Roll all seal material with a pneumatic tire roller, a minimum of **three 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

SPECIAL PROVISIONS

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.

Add to Section 37-3.03D(4)(b) Slurry Seal

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 (lb of dry aggregate/ sq yd)
Type II ¹	Full Lane Width	14+/-1

Notes:

1. For slurry seal over asphalt concrete pavement.

During slurry seal operations, You are responsible for:

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, 14 days, and 30 days after placement and as directed by the Engineer. See section 13-7.02 Street Sweeping.

Sweeping in such a manner as to remove loosened or shed aggregate particles without damaging the new surface.

39 ASPHALT CONCRETE

Add to Section 39-1.02B MATERIALS, Tack Coat

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

Add to Section 39-6 Payment

The contract price paid per square foot of AC path repairs shall include full compensation for all labor, materials (including hot mix asphalt), tools, equipment and incidentals for completing AC path repairs to the length, depth, and width shown on the plans. Work includes, but is not limited to, saw-cutting, grinding, removal and disposal of existing pavement, compaction of underlying materials, tack coat, and placement and compaction of asphalt.

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

Traffic Striping to be applied shall be per ***Caltrans Standard Plans 2018***.

SPECIAL PROVISIONS

Contractor shall install temporary reflective tape to crosswalks near schools and for markings in speed bumps prior to opening to traffic.

New crosswalk markings shall not be installed until all crosswalk warning signage and flashing beacon systems (if applicable) are installed and operational. Otherwise, temporary signage must be installed to convey "CROSSWALK CLOSED" to the satisfaction of the engineer.

Add to Section 84-1.04 Payment

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.

Preformed thermoplastic will not be allowed.

Add to Section 84-6 84-6.01 Bike Lane Coating:

A durable epoxy modified, acrylic, water bourn coating specifically designed for application on asphalt pavements, such as COLOR-SAFE® MMA, or **approved equal*** shall be installed by manufacturer certified installer per manufacturer's specifications and as shown on the plans.

Bike lane coating shall conform to the following Federal Highway Administration (FHWA) requirements for green painted bike lanes.

A. The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
.230	.754	.266	.500	.367	.500	.444	.555

The daytime luminance factor (y) shall be at least 7, but no more than 35.

B. The nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
X	Y	X	Y	X	Y	X	Y
.230	.754	.336	.540	.450	.500	.479	.520

Prior to installation the contractor shall submit a color sample and manufacturer specifications indicating compliance with the FHWA requirements as indicated above.

SPECIAL PROVISIONS

*Green Paint previously approved for City administered projects include: Ride-A-Way acrylic coating and Color-Safe methyl methacrylate. City shall receive submittals of green paint and approve prior to application.

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.

84-6.01

Payment must comply with section 84-1.04.

DIVISION XIII APPENDICES

Add 100-1.01

Refer to Appendix A: Form of Agreement

Refer to Appendix B: Caltrans Encroachment Permit

Refer to Appendix C: Paving Areas Street Segment List

Refer to Appendix D: Paving Areas Map

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.

ATTEST:

CITY OF SAN LUIS OBISPO
A Municipal Corporation

Teresa Purrington, City Clerk

Heidi Harmon, City Mayor

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

APPENDIX

APPENDIX C – PAVING AREAS STREET SEGMENT LIST

STREET NAME	FROM	TO	BID ITEM	PAVING AREA
Higuera Street	Nipomo Street	Marsh Street	Base Bid	A
Marsh Street	Nipomo Street	Higuera Street	Base Bid	A
Higuera Street	Pepper Street	Santa Rosa Street	Base Bid	B
Marsh Street	California Street	Santa Rosa Street	Based Bid	B
Nipomo Street	Buchon Street	Leff Street	Base Bid	C
Johnson Avenue	Phillips Lane	Mill Street	Add. Alt "A"	D
Phillips Lane	Johnson Avenue	Pepper Street	Add. Alt. "B"	D
Pepper Street	Phillips Lane	Mill Street	Add. Alt. "B"	D

APPENDIX D – PAVING AREAS MAP

