

**100% SUBMITTAL**  
**SPECIAL PROVISIONS**  
**FOR**

**CITY OF SAN LUIS OBISPO**

Tank Farm Road & Orcutt Road Roundabout

Specification No. 1000164

<<MONTH 2021>>



**PUBLIC WORKS DEPARTMENT**  
**ENGINEERING DIVISION**

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

## 100% SUBMITTAL

Tank Farm Road & Orcutt Road Roundabout

Specification No. 1000164

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



<<Signature Date>>



<<Signature Date>>

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## **NOTICE TO BIDDERS BID SUBMISSION**

Sealed bids will be mailed to the following address: City of San Luis Obispo Public Works Department, 919 Palm Street, San Luis Obispo, CA 93401, Attn: Jennifer Rice.

Bids delivered in person will not be accepted. All mailed bids must be delivered and in possession of the Project Manager by

**2:00 PM on MONTH DAY, 2021**

at which time bids 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:

[PLACEHOLDER FOR LINK TO BE GENERATED]

Or join by phone with this number: 1 (209) 645-4165 with Conference ID number: [PLACEHOLDER FOR NUMBER TO BE GENERATED]

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

**2:00 p.m. on <<Month, Day, Year>>**

at which time they will be publicly opened and read aloud. Submit bid in a sealed envelope plainly marked:

### **Tank Farm Road & Orcutt Road Roundabout, Specification No. 1000164**

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.

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## BID FORMS

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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](http://www.slocity.org/government/department-directory/public-works/public-works-bids-proposals)

A printed copy may be obtained at the office of the City Engineer by paying a non-refundable fee of:

1. \$85.00 if picked up in person, or
2. \$115.00 if by mailing to the office of the City Engineer

Request must include Specification Number. The office of the City Engineer is located at:  
919 Palm Street  
San Luis Obispo, CA 93401

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](http://www.slocity.org/government/department-directory/public-works/documents-online/construction-documents)

A printed copy may be obtained by paying a non-refundable fee of:

1. \$30.00 if picked up in person, or
2. \$40.00 if by mailing to the office of the City Engineer

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## BID FORMS

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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, Jennifer Rice at (805) 781-7058 or the Public Works Department at (805) 781-7200 prior to bid opening to verify the number of addenda issued.

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

[www.slocity.org/government/departments-directory/public-works/public-works-bids-proposals](http://www.slocity.org/government/departments-directory/public-works/public-works-bids-proposals).

### PROJECT INFORMATION

In general the project is to construct a four-leg, single-lane roundabout at the intersection of Tank Farm Road and Orcutt Road. Improvements include, but are not limited to, basin construction, culvert modifications, roadway excavation and paving, sidewalk, drainage improvements, lighting, and landscaping.

The project estimated construction cost is \$2,972,365

Contract time is established as 165 working days.

The fixed liquidated damages amount is established at \$3,000 per day for failure to complete the work within the contract time.

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

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

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

### QUALIFICATIONS

You must possess a valid Class A 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

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## BID FORMS

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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.**

**3 of the referenced projects must be for roadway excavation and paving including water and drainage facility improvements.**

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
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.



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## BID FORMS

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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**.

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 FORMS

### BID ITEM LIST FOR TANK FARM ROAD & ORCUTT ROAD ROUNDABOUT, SPECIFICATION NO. 1000164

Item No.	SS*	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	5	Jurisdictional Permits Compliance	LS	1		
2	8	Progress Schedule (Critical Path Method)	LS	1		
3	12	Temporary Traffic Control	LS	1		
4	12	Type III Barricade	EA	2		
5	12	Channelizer (Surface Mounted)	EA	229		
6	12	Temporary Traffic Stripe	LF	14,157		
7	12	Temporary Railing (Type K)	LF	2,500		
8	12	Alternative Temporary Crash Cushion	EA	3		
9	12	Construction Area Signs	LS	1		
10	12	Portable Changeable Message Sign	EA	3		
11	13	Prepare and Implement Storm Water Pollution Prevention Plan	LS	1		
12	13	Temporary Erosion Control	LS	1		
13	14	Pre-Construction Surveys (Bird and Monarch Butterfly)	LS	1		
14	15	Adjust Gas Valve to Grade (City Std 6040)	EA	2		
15	15	Adjust Communication Manhole to Grade (City Std 9030)	EA	1		
16	15	Modify Existing Tank Farm Road Culvert	LS	1		
17	19	Roadway Excavation (F)	CY	5,838		
18	19	Basin Excavation	CY	5,192		
19	19	Structure Backfill (Headwalls)	CY	345		
20	20	Planting	LS	1		
21	20	Plant Establishment Work	MONTH	3		
22	20	Wood Chip Mulch	CY	161		
23	20	Irrigation	LS	1		
24	20	Gravel Mulch (1.5" Diameter Gravel)	CY	2		
25	21	Topsoil Backfill	CY	1,300		
26	21	Hydroseed	SQFT	25,634		
27	21	Hydromulch	SQFT	30,043		
28	21	Imported Biofiltration Soil	CY	479		
29	21	Erosion Control (Dry Seed)	SQFT	4,409		
30	21	Rolled Erosion Control Product (blanket)	SQFT	8,214		
31	21	Compost	SQFT	8,214		
32	26	Class 3 Aggregate Base	CY	427		
33	26	Class 2 Aggregate Base	CY	3,826		
34	37	Slurry Seal (Type II)	SQFT	10,123		
35	39	Temporary Hot Mix Asphalt (Type A)	TON	300		
36	39	Hot Mix Asphalt (Type A)	TON	2,503		
37	39	6" Asphalt Berm (City Std 7120)	LF	845		
38	51	Structural Concrete - Box Culvert (Orcutt Road Box Culvert Extension)	CY	15		
39	51	Structural Concrete - Wingwall (Orcutt Road Box Culvert Extension)	CY	15		

## BID FORMS

40	51	Structural Concrete - Headwall (Orcutt Road Box Culvert Extension)	CY	2		
41	51	Structural Concrete - Retaining Wall (Orcutt Road Driveway Culvert Modification)	CY	62		
42	71	Remove Existing Orcutt Road Culvert Headwall	CY	8		
43	71	Partial Existing Orcutt Road Box Culvert Removal	LS	1		
44	72	Rock Slope Protection Fabric (Class 8)	SQYD	52		
45	72	Concreted - Rock Slope Protection (1/4 T, Method B)	CY	52		
46	73	Remove Concrete Curb	LF	187		
47	73	Remove Concrete Curb & Gutter	LF	719		
48	73	Remove Concrete Sidewalk (Full Structural Depth)	SQFT	4,764		
49	73	Raised Cobblestone Median (City Std 4940)	SQFT	561		
50	73	Minor Concrete (City Std 4020 Curb)	LF	2,847		
51	73	Minor Concrete (Caltrans Type D4 Curb)	LF	500		
52	73	Minor Concrete (Truck Apron Type 2 Curb)	LF	300		
53	73	Detectable Warning Surface (City Std 4440)	SQFT	425		
54	73	Minor Concrete (City Std 4030 Curb & Gutter)	LF	1,984		
55	73	Minor Concrete (Modified City Std 4030 Curb & Gutter)	LF	268		
56	73	Minor Concrete (Driveway)	SQFT	368		
57	73	Minor Concrete (Sidewalk)	SQFT	14,376		
58	73	Minor Concrete (Stamped PCC)	SQFT	6,499		
59	73	Minor Concrete (Textured Truck Apron / Truck Blister)	SQFT	3,112		
60	75	Beehive Grate	EA	1		
61	77	Reset Centerline Monuments	EA	6		
62	77	Clearing and Grubbing	LS	1		
63	77	Pavement Repair (Surface Restoration)	SQYD	113		
64	77	Remove Asphalt Berm	LF	850		
65	77	8" DIP Main (Recycled Water)	LF	771		
66	77	Relocate 6" Lateral	LF	62		
67	77	Remove Recycled Water Hydrant, Tee Connection and Lateral	EA	1		
68	77	Abandon Lateral and Blowoff (City Std 6050)	EA	3		
69	77	Adjust Water Meter	EA	3		
70	77	Adjust Water Valve to Grade	EA	10		
71	77	Relocate Fire Hydrant (City Std 6310)	EA	1		
72	77	Recycled Water Hydrant Assembly (City Std 6315)	LS	1		
73	77	Adjust Sewer Manhole to Grade	EA	5		
74	77	Abandon Sewer Lateral and Cleanout (City Std 6050)	EA	1		
75	77	18" HDPE Pipe	LF	16		
76	77	12" Reinforced Concrete Pipe (Class III)	LF	395		
77	77	18" Reinforced Concrete Pipe (Class III)	LF	241		
78	77	12" Concrete Flared End Section	EA	1		
79	77	18" Concrete Flared End Section	EA	1		
80	77	4" Perforated Plastic Pipe Underdrain, Cleanouts, and 45 Degree Wyes	LS	1		

## BID FORMS

81	77	48" Storm Drain Manhole (City Std 3520)	EA	3		
82	77	Catch Basin (City Std 3355)	EA	5		
83	77	Catch Basin with Extended Side Opening (City Std 3355 & 3360)	EA	2		
84	77	Drainage Inlet Marker	EA	7		
85	77	Utility Area Catch Basin, Medium Duty 24" X 10"	EA	1		
86	77	Filtrerra Offline System	LS	1		
87	80	Remove Wire Fence	LF	1,036		
88	80	Rail Fence (Basin)	LF	188		
89	81	Pavement Marker (Retroreflective)	EA	167		
90	82	Furnish Single Sheet Aluminum Sign (0.063"-Unframed)	SQFT	299		
91	82	Furnish Single Sheet Aluminum Sign (0.080"-Unframed)	SQFT	32		
92	82	Furnish Single Sheet Aluminum Sign (0.063"-Framed)	SQFT	16		
93	82	Roadside Sign - One Post (City Std 7210)	EA	33		
94	82	Roadside Sign - Two Post (City Std 7210)	EA	4		
95	82	Install Sign (Strap and Saddle Bracket Method)	EA	6		
96	82	Object Marker	EA	3		
97	82	Relocate Roadside Sign-One Post	EA	4		
98	82	Remove Roadside Sign	EA	9		
99	82	Reclaimed Water Sign	EA	12		
100	83	Midwest Guardrail System	LF	90		
101	83	Flared Terminal System End Treatment	EA	2		
102	83	Cable Railing	LF	60		
103	83	Remove Guardrail	LF	246		
104	84	6" Thermoplastic Traffic Stripe	LF	6,849		
105	84	8" Thermoplastic Traffic Stripe	LF	50		
106	84	Thermoplastic Pavement Marking	SQFT	1,528		
107	87	Lighting System	LS	1		
108	87	Flashing Beacon System	LS	1		

**Bid Total    \$**

**Company Name:**

SS\* Refers to section in the Standard Specifications, with modifications in the Special Provisions, that describe required work.

(F) Final Pay Item per Section 9-1.02A

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## BID FORMS

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### 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 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

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\_\_\_\_\_ 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.



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## BID FORMS

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### 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: \_\_\_\_\_

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.)**

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

Signature of Bidder

**DIR- Public Works  
Registration No:**

Owner/Legal Name:

List Partners/Corporate Officers:

Title

Title

Title

Email Address

Date \_\_\_\_\_

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## BID FORMS

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### 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 excavation, paving and utility activity? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid:  Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

#### Reference Number 2

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

#### Reference Number 3

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

## BID FORMS

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### 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. Tank Farm Road & Orcutt Road Roundabout Special Provisions**
- 2. Project Plans**
- 3. City of San Luis Obispo Standard Specifications and Engineering Standards – 2020 edition**
- 4. City of San Luis Obispo Grading Ordinance, Standard Specifications, and Details for Public Works Construction where applicable**
- 5. State of California, Department of Transportation (Caltrans) Standard Specifications and Standard Plans – 2015 edition**
- 6. Standards of the United States Department of Labor, Occupational Safety and Health Administration, Office of Standards and Rules of the State Division of Occupational Health and Safety**
- 7. Recommendations of the Project Geotechnical Engineer as noted in the Project Soils Report**
- 8. The requirements of all permits issued for work by the City of San Luis Obispo**

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

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## SPECIAL PROVISIONS

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### 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

### 4 SCOPE OF WORK

**Add to Section 4-1.03 WORK DESCRIPTION:**

Comply with the provisions of Sections 5, 8, 9, 12-15, 19-22, 26, 37, 39, 47, 51, 71-73, 77, 80-84, 86 and 90 for general, material, construction, and payment specifics.

### 5 CONTROL OF WORK

**Add to Section 5-1.20B(5) Comply with Local, State and Federal Regulations:**

Jurisdictional permits that apply to this project are provided in Appendix B in the Appendices to these Special Provisions.

**Replace Section 5-1.20H RESERVED with:**

#### **5-1.20H Payment**

Payment for complying with the construction provisions of the jurisdictional permits shall be based on the contract lump sum (LS) price paid for "Jurisdictional Permits Compliance". No additional payment will be made therefor.

### 6 CONTROL OF MATERIALS

### 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**Replace last paragraph in Section 7-1.02K(3) LAWS, 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**

Work hours are restricted to 7:00 a.m. to 4:00 p.m. Monday through Friday during Stage Construction Stage 1, Stage 2, Stage 3 and Stage 5 upon approval of the Engineer.

Off peak hours are restricted to 9:00 a.m. to 4:00 p.m. and night work only hours are restricted to 6:00 p.m. to 5:00 a.m. Monday through Friday during Stage Construction

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## SPECIAL PROVISIONS

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Stage 4 upon approval of the Engineer. If night work, the Contractor will need to obtain a night work permit from the City

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](http://www.slocity.org/government/department-directory/public-works/documents-online/construction-documents)

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

### 8 PROSECUTION AND PROGRESS

**Replace the first paragraph in Section 8-1.02B SCHEDULE, General with:**  
This project will require a Level 2 Critical Path Method Schedule.

**Add to the end of Section 8-1.02B (4) Payment:**

Payment for preparing and submitting baseline, monthly updated, and final updated progress schedules shall be based on the contract lump sum (LS) price paid for "Progress Schedule (Critical Path Method)". No additional payment will be made therefor.

### 9 PAYMENT

**Add to Section 9-1.03 Payment Scope:**

Unless otherwise specified, payment for items of work identified in the Bid Item List shall be as specified in the City of San Luis Obispo Standard Specifications, Caltrans 2015 Standard Specifications, as identified on the Plans and in the project Special Provisions, and as directed by the Engineer. The contract unit prices paid for each bid item shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete all of the work and no additional payment will be made therefor.

## DIVISION II GENERAL CONSTRUCTION

### 12 TEMPORARY TRAFFIC CONTROL

**Add to the end of Section 12-1.04 PAYMENT:**

Unless otherwise specified on the Bid Item List, payment for furnishing, installing and maintaining temporary traffic control elements is included in the contract lump sum (LS) price paid for "Temporary Traffic Control" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work

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## SPECIAL PROVISIONS

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in accordance with the Plans, Special Provisions and Specifications, and as directed by the Engineer. No additional payment will be made therefor.

### 13 WATER POLLUTION CONTROL

**Replace Section 13-3.01, STORM WATER POLLUTION PREVENTION PLAN with:**  
The project's area of disturbance will be greater than one acre.

Within 10 days of Contract approval, submit 3 copies of your Storm Water Pollution Plan (SWPPP) for review. The Engineer provides comments and specifies the date when the review stopped if revisions are required. Change and resubmit a revised SWPPP within 5 days of receiving the Engineer's comments. The City's review resumes when a complete SWPPP has been resubmitted.

When the Engineer authorizes the SWPPP, submit an electronic copy and 4 printed copies of the authorized SWPPP. Within 5 days after the Engineer receives the authorized SWPPP, the City will electronically file a Notice of Intent on the RWQCB Storm Water Multiple Application and Reporting Tracking System (SMARTS) website and will pay the associated fee for the submittal. From the date the Notice of Intent is submitted to the RWQCB, it may take up to 30 days for the RWQCB to issue a WDID number. Do not begin work until a WDID number has been issued.

If the RWQCB requires review of the authorized SWPPP, the Engineer submits the authorized SWPPP to the RWQCB for its review and comment. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 5 days.

### 14 ENVIRONMENTAL STEWARDSHIP

**Replace Section 14-12.04 RESERVED with:**

#### **14-12.04 ORCUTT AREA SPECIFIC PLAN (SPECIFIC PLAN) REQUIREMENTS**

##### **14-12.04A Construction Requirements**

Development under the Specific Plan shall abide by the requirements of the City Arborist for construction. Requirements shall include but not be limited to: the protection of trees with construction setbacks from trees; construction fencing around trees; grading limits around the base of trees as required.

##### **14-12.04B Air Quality Requirements**

###### **14-12.04B(1) General**

Specific Plan applicants shall be required to ensure that all construction equipment and portable engines are properly maintained and tuned according to manufacturer's specifications.



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## SPECIAL PROVISIONS

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Specific Plan applicants shall be required to ensure that off-road and portable diesel powered equipment, including but not limited to bulldozers, graders, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, shall be fueled exclusively with CARB motor vehicle diesel fuel ( non-taxed off-road diesel is acceptable).

Specific Plan applicants shall be required to install a diesel oxidation catalyst on each of the two pieces of equipment projected to generate the greatest emissions.

### **14-12.04B(2) Dust Control**

The following measures shall be implemented to reduce PM10 emissions during all Specific Plan construction:

1. Reduce the amount of the disturbed area where possible.
2. Use water trucks or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site. Water shall be applied as soon as possible whenever wind speeds exceed 15 miles per hour. Reclaimed (nonpotable) water should be used whenever possible.
3. All dirt- stock -pile areas shall be sprayed daily as needed.
4. Permanent dust control measures shall be identified in the approved Specific Plan revegetation and landscape plans and implemented as soon as possible following completion of any soil disturbing activities.
5. Exposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast - germinating native grass seed and watered until vegetation is established.
6. All disturbed soil areas not subject to revegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the APCD.
7. All roadways, driveways, sidewalks, etc., to be paved shall be completed as soon as possible. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
8. Vehicle speed for all construction vehicles shall not exceed 15 mph on any unpaved surface at the construction site.
9. All trucks hauling dirt, sand, soil or other loose materials shall be covered or shall maintain at least two feet of freeboard (minimum vertical distance between top of load and top of trailer) in accordance with CVC Section 23114.
10. Install wheel washers where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site.
11. Sweep streets at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used where feasible.

### **14-12.04B(3) Cover Stockpiled Soils**

If importation, exportation, or stockpiling of fill material is involved, soil stockpiled for more than two days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting material shall be tarped from the point of origin.

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## SPECIAL PROVISIONS

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### **14-12.04B(4) Dust Control Monitor**

On all projects with an area of disturbance greater than 1 acre, the contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in progress.

### **14-12.04D Payment**

Full compensation for compliance with Specific Plan Requirements is included in the payment for other bid items unless a bid item of work is shown on the bid list item.

## **15 EXISTING FACILITIES**

## **DIVISION III EARTHWORK AND LANDSCAPE**

## **19 EARTHWORK**

### **Add to Section 19-2.03A General:**

Subgrade excavations over existing gas facilities must be undertaken with extra caution. No heavy equipment shall be used for excavation within 2 feet from centerline of gas facilities. All excavation within two feet of gas facilities must use hand tools only unless otherwise allowed by the Engineer and utility owner.

### **Add to Section 19-5.03A General:**

Compaction of subgrade within 2 feet from centerline of existing gas facilities must use vibratory plate compaction equipment unless otherwise allowed by the Engineer and utility owner.

## **20 LANDSCAPE**

### **Add to Section 20-2.01D Payment:**

Payment for furnishing and installing irrigation system shall be at the lump sum (LS) price paid for "Irrigation" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Plans, Special Provisions and Specifications section 20.2, and as directed by the Engineer. No additional payment will be made therefor.

### **Replace Section 20-3.02D PAYMENT with:**

Payment for furnishing and installing plants shall be at the lump sum (LS) price paid for "Planting" and shall include full compensation for furnishing all labor, materials, amend, tools, equipment and incidentals, and for doing all the work in accordance with the Plans, Special Provisions and Specifications section 20-3, and as directed by the Engineer. No additional payment will be made therefor.

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## SPECIAL PROVISIONS

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### **Replace Section 20-5.03C(4) PAYMENT with:**

The payment quantity for gravel mulch is the volume measured in the vehicle at the point of delivery.

### **21 EROSION CONTROL**

### **22 FINISHING ROADWAY**

### **Replace "Not Used" in Section 22-1.04 PAYMENT with:**

Payment for finishing roadway is included in the various items of work involved and no separate payment will be made.

## **DIVISION IV SUBBASES AND BASES**

### **26 AGGREGATE BASES**

## **DIVISION V SURFACINGS AND PAVEMENTS**

### **37 BITUMINOUS SEALS**

### **Add to the end of Section 37-3.04 PAYMENT:**

Payment for furnishing and applying slurry seal (Type II) shall be at the contract unit price paid per square foot.

### **39 ASPHALT CONCRETE**

### **Add to Section 39-1.10 Spreading and Compacting Equipment:**

When placed directly on subgrade, the first lift of HMA within 2 feet from centerline of existing gas facilities must be compacted utilizing a plate compactor or other equivalent lightweight equipment as approved by the Engineer and utility owner.

### **Replace Section 39-2.01C(9) Miscellaneous Areas and Dikes with:**

### **39-2.01C(9) Miscellaneous Areas, Dikes and Asphalt Berms**

### **Replace first paragraph in Section 39-2.01C(9) Miscellaneous Areas and Dikes with:**

Prepare the area to receive HMA for miscellaneous areas, dikes, and asphalt berms including excavation and backfill as needed.

### **Replace "Not Used" in Section 39-2.02D Payment with:**

The City does not adjust payment of HMA due to crude oil price index fluctuations.

Payment for tack coat, asphalt binder and asphaltic emulsion is included in the payment for type of HMA involved and no separate payment will be made.

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## SPECIAL PROVISIONS

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### DIVISION VI STRUCTURES

#### 47 EARTH RETAINING SYSTEMS

**Replace the sixth paragraph in Section 47-2.02A MATERIAL, General with:**  
Rock for rock slope protection at drainpipe outlets must be small-rock slope protection and must comply with the gradation specified for 7-inch-thick layer in section 72-4.02.

#### 51 CONCRETE STRUCTURES

**Add to List in 1<sup>st</sup> Paragraph, Section 51-1.04 PAYMENT:**

5. Box Culvert (Orcutt Road Box Culvert Extension)
6. Wingwall (Orcutt Road Box Culvert Extension)
7. Headwall (Orcutt Road Box Culvert Extension)
8. Retaining Wall (Orcutt Road Driveway Modification)

**Replace Section 51-2.02A(4) Payment with:**

Payment for furnishing and installing joint sealant identified on the Plans is included in the payment for "Minor Concrete (Textured Truck Apron/Truck Blister)" and no separate payment will be made.

#### 52 REINFORCEMENT

**Add to Section 52-1.04 PAYMENT:**

Payment for furnishing bar reinforcing steel identified on the Plans is included in the payment for the various bid items and no separate payment will be made.

### DIVISION VII DRAINAGE FACILITIES

#### 71 EXISTING DRAINAGE FACILITIES

**Replaced "Not Used" in Section 71-1.04 PAYMENT with:**

Payment for removing the existing Orcutt Road culvert headwall shall be at the contract unit price per cubic yard (CY) paid for "Remove Existing Orcutt Road Culvert Headwall" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Plans, Special Provisions and Specifications, and as directed by the Engineer. No additional payment will be made therefor.

Payment for partial removal of the existing Orcutt Road box culvert shall be at the contract lump sum (LS) price paid for "Partial Orcutt Road Box Culvert Removal" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Plans, Special Provisions and Specifications, and as directed by the Engineer. No additional payment will be made therefor.

**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

**72 SLOPE PROTECTION**

**73 CONCRETE CURBS AND SIDEWALKS**

**Add between the first and second paragraphs in Section 73-1.01 GENERAL:**  
Removal of concrete includes the removal of detectable warning surfaces.

**Replace the first sentence in paragraph 6 in Section 73-1.04 PAYMENT with:**  
Detectable warning surface is paid for as a separate bid item.

**77 LOCAL INFRASTRUCTURE**

**Add to the end of Section 77-4.04 PAYMENT:**  
Payment for furnishing and installing Filterra Offline drainage systems shall be at the contract lump sum (LS) price paid for "Filterra Offline System" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Plans, Special Provisions and Specifications, and as directed by the Engineer. No additional payment will be made therefor.

**80 FENCES**

**Replace Section 80-15.04 RESERVED with:**  
**80-15.04 REMOVE FENCES**

**80-15.03A General**

Section 80-15.04 includes specifications for removing fences.

**80-15.03B Materials**

Not Used

**80-15.03C Construction**

Not Used

**80-15.04D Payment**

Payment for removing existing wire fence shall be at the contract unit price per linear foot (LF) paid for "Remove Wire Fence" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work in accordance with the Plans, Special Provisions and Specifications, and as directed by the Engineer. No additional payment will be made therefor.

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## **SPECIAL PROVISIONS**

### **DIVISION IX TRAFFIC CONTROL DEVICES**

#### **81 MISCELLANEOUS TRAFFIC CONTROL DEVICES**

#### **82 SIGNS AND MARKERS**

##### **Add to the end of Section 82-3.04 PAYMENT:**

Payment for furnishing sign panel is not included in the payment for roadside signs - one post. Sign post and sleeve shall be per City Std 7210.

Payment for furnishing sign panel is not included in the payment for roadside signs - two post. Sign post and sleeve shall be per City Std 7210.

#### **83 RAILINGS AND BARRIERS**

##### **Replace the first paragraph in Section 83-2.02D PAYMENT with:**

The payment quantity for Midwest guardrail systems is the length measured along the face of the element from end post to end post of the completed railing and includes buried post anchors. The point of measurement at the end post is the center of the bolt attaching the rail element to the end post. The payment quantity for flared terminal system end treatment is based on each terminal system end treatment required.

#### **84 MARKINGS**

### **DIVISION X ELECTRICAL WORK**

#### **86 ELECTRICAL SYSTEMS**

### **DIVISION XI MATERIALS**

#### **90 CONCRETE**

### **DIVISION XIII APPENDICES**

Appendix A – Form of Agreement

Appendix B – Jurisdictional Permits

Joint seal material specifications not found or referenced.

Appendix C - PG&E Construction Exhibit

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## APPENDIX

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### 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.

**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



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**APPENDIX**

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

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

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

CITY OF SAN LUIS OBISPO  
A Municipal Corporation

\_\_\_\_\_  
Derek Johnson, City Manager

APPROVED AS TO FORM

CONTRACTOR:

Name of Company

\_\_\_\_\_  
J. Christine Dietrick  
City Attorney

By: \_\_\_\_\_  
Name of CAO/President  
Its: CAO/PRESIDENT

(2<sup>nd</sup> signature required if Corporation):

By: \_\_\_\_\_  
Name of Corporate Officer

Its: \_\_\_\_\_

**APPENDIX B – JURISDICTIONAL PERMITS**