

# **SPECIAL PROVISIONS**

## **FOR**

**CITY OF SAN LUIS OBISPO**

Cerro San Luis Neighborhood Greenway

Specification No. 1000036

**June 2022**



**PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

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

**Cerro San Luis Neighborhood Greenway**

**Specification No. 1000036**

**Approval Date: June XX, 2022**

<<Engineer of Record Stamp>>

<<Signature Date>>



Brian Nelson

<<Signature Date>>

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**NOTICE TO BIDDERS  
BID SUBMISSION**

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

**11:00 a.m. on July XX, 2022**

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

**INSERT LINK HERE**

or join by phone with this number: **INSERT NUMBER AND CONFERENCE ID #**

Submit bid in a sealed envelope plainly marked:

**CERRO SAN LUIS NEIGHBORHOOD GREENWAY, SPECIFICATION NO.  
1000036**

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered.

By submission of bid you agree to comply with all instruction and requirements in this notice and the contract documents.

All bids must be submitted on the Bid Item List form(s) provided and submitted with all other Bid Forms included in these Special Provisions.

Each bid must be accompanied by either a:

1. certified check
2. cashier's check
3. bidder's bond

made payable to the City of San Luis Obispo for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City San Luis Obispo if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of San Luis Obispo reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared based on the City Engineer's estimate of the quantities of work to be done, as shown on the Bid Item List.

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.

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## NOTICE TO BIDDERS

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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)

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

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## NOTICE TO BIDDERS

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### PROJECT INFORMATION

In general, the project consists of curb ramp construction, minor street reconstruction, application of slurry seal, striping, pavement markings, and signage along the route identified as the Cerro San Luis Neighborhood Greenway. Work ancillary to these maintenance and rehabilitation treatments includes, but is not limited to striping, signage, markings, and traffic control.

The project estimated construction cost is \$2,423,744.00 (From grant application, coordinate with city on final number.)

Contract time is established as 55 working days.

The fixed liquidated damages amount is established at \$1,000 per day for failure to complete the work within the contract time.

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

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

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

### QUALIFICATIONS

You must possess a valid Class A or C12 Contractor's License at the time of the bid opening.

**You and any subcontractors required to pay prevailing wage must be registered with the Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.**

You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. All referenced projects must have been completed within the last five years from this project's bid opening date.

**Two 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 work including ADA curb ramp construction within the public right of way.**

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## NOTICE TO BIDDERS

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**Two of the three referenced projects must be for roadway maintenance by slurry sealing.**

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

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

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

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

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

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

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

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

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

Protest must be in writing and received by the project manager located at:  
919 Palm Street  
San Luis Obispo, CA 93401.

Valid protests must contain the following information:

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

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

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

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



## **NOTICE TO BIDDERS**

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

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

### **AWARD**

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

As a condition to executing a contract with the City, two bonds each equal to one hundred percent of the total contract price are required in compliance with Section 3-1.05 of the Standard Specifications.

You may substitute securities for moneys withheld under the contract in compliance with the provisions of the Public Contract Code, Section 10263.

### **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:

materials

labor

to complete all the required work satisfactorily in compliance with

plans

specifications

special provisions

for the prices set forth in the bid item list:

### BID ITEM LIST FOR CERRO SAN LUIS NEIGHBORHOOD GREENWAY, SPECIFICATION NO. 1000036

Item No.	SS <sub>(1)</sub>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	7, 12	TRAFFIC CONTROL	LS	1		
2	15	DEMO EXISTING ROADWAY (CHORRO)	SQFT	10,000		
3	15, 73	DEMO EXISTING SIDEWALK	SQFT	1,700		
4	15	DEMO EXISTING INLET (SE CHORRO-WALNUT)	EA	1		
5	15	CLEAR UNDERBRUSH / LIMB TREES (CHORRO/101)	LS	1		
6	39	COMPACTED SUBGRADES (CHORRO)	SQFT	10,000		
7	39	COMPACTED SUBGRADES (SIDEWALKS)	SQFT	1,700		
8	19	ROUGH GRADING CUT / FILL	CY	2,000		
9	19	PRECISE GRADING	SQFT	26,000		
10	5	CONSTRUCTION SURVEY	LS	1		
11	73	CURB AND GUTTER	LF	2,355		
12	73	EXTENDED CURB & GUTTER RETAINING WALL (BROAD ST - STA 21+40 TO 23+12) C-3.8	SQFT	340		
13	73	1.25' CONCRETE BIKE MEDIAN	LF	1,600		
14	73	3' CONCRETE BIKE MEDIAN	LF	1,650		

## BID FORMS

15	73	PREFORMED THERMOPLASTIC SHEETS (BROAD-MURRAY) C-3.7	SQFT	120		
16	39	SPEED HUMP	EA	7		
17	73	SIDEWALKS	SQFT	1,700		
18	73	CROSS GUTTER	LF	250		
19	73	DRIVE APPROACHES	SQFT	800		
20	39	4.5" HOT ASPHALT PAVING (CHORRO)	SQFT	10,000		
21	39	14.5" CLASS II BASE (CHORRO)	SQFT	10,000		
22	39	10" HOT ASPHALT PATCHING	SQFT	25,170		
23	37	TYPE II SLURRY SEAL	SQYD	30,440		
24	82	PEXCO CITY POST MODEL EAC, 36" WHITE WITH 2 GREY WRAPS	EA	23		
25	82	72" WHEEL STOP PER ENG. STD. 2260	EA	8		
26	82	6" YELLOW TACTILE GUIDE STRIP, VANGUARD ADA SYSTEMS OR APPROVED EQUAL	LF	82		
27	84	RED CURB PAINT	LF	40		
28	84	4" YELLOW STRIPING	LF	1,300		
29	84	DETAIL 1	LF	2,750		
30	84	DETAIL 8	LF	50		
31	84	DETAIL 22	LF	2,450		
32	84	DETAIL 39	LF	3,750		
33	84	BIKE BUFFER	LF	1,360		
34	84	BIKE BUFFER AT DRIVEWAY	SQFT	1,140		
35	84	HI-VIS CROSSWALK	EA	35		
36	84	STOP BAR STRIPING	LF	465		
37	84	STOP LEGEND	EA	32		
38	84	1/2 SCALE STOP LEGEND	EA	7		
39	84	BIKE / PED LEGEND	EA	2		
40	84	TYPE II ARROW	EA	1		
41	84	TYPE IV ARROW	EA	1		
42	84	HUMP LEGEND	EA	12		
43	84	PEDESTRIAN LEGEND	EA	2		
44	84	XING LEGEND	EA	4		
45	84	SLOW LEGEND	EA	2		
46	84	SCHOOL LEGEND	EA	4		
47	84	TURNING BIKE BOX	EA	3		
48	84	BIKE SYMBOL & ARROW	EA	23		
49	84	GREENBACK CHEVRON	EA	25		
50	84	GREEN BACK SHARROW	EA	2		
51	84	GREENWAY SYMBOL	EA	22		
52	84	GREEN BIKE LANE MARKINGS (CASE 1)	LF	118		
53	84	GREEN BIKE LANE MARKINGS (CASE 2)	LF	286		
54	84	GREEN BIKE LANE MARKINGS (CASE 3)	LF	364		

## BID FORMS

55	84	GREEN SEALMASTER COLOR SAFE PAINT	SF	5,640		
56	84	YIELD LINE	EA	5		
57	84	ZICLA ZEBRA CYCLE TRACK LANE SEPARATORS	EA	46		
58	82	12' PUNCH POST	EA	45		
59	82	14' PUNCH POST	EA	3		
60	82	PROVIDE & INSTALL R1-1 SIGN 18"	EA	2		
61	82	PROVIDE & INSTALL R1-1 SIGN 30"	EA	4		
62	82	PROVIDE & INSTALL R81 SIGN	EA	3		
63	82	PROVIDE & INSTALL R4-11 SIGN	EA	7		
64	82	PROVIDE & INSTALL R5-3 SIGN	EA	2		
65	82	PROVIDE & INSTALL R7-9 SIGN	EA	18		
66	82	PROVIDE & INSTALL MODIFIED R10-15 "YIELD TO BIKE" SIGN	EA	5		
67	82	PROVIDE & INSTALL W1-2L SIGN	EA	2		
68	82	PROVIDE & INSTALL W4-4P SIGN	EA	1		
69	82	PROVIDE & INSTALL W11-2 SIGN	EA	8		
70	82	PROVIDE & INSTALL W16-7P SIGN	EA	8		
71	82	PROVIDE & INSTALL W84-CA SIGN	EA	3		
72	82	PROVIDE & INSTALL W1-1 SIGN	EA	2		
73	82	PROVIDE & INSTALL R81A CA SIGN	EA	2		
74	82	PROVIDE & INSTALL R1-3P PLAQUE	EA	4		
75	82	PROVIDE & INSTALL R81B CA SIGN	EA	5		
76	82	PROVIDE & INSTALL CUSTOM ARROW PLAQUE PER CIVIL DETAIL A	EA	8		
77	82	PROVIDE & INSTALL R1-2 "25" SIGN	EA	1		
78	82	PROVIDE & INSTALL GREENWAY SIGN	EA	19		
79	82	INSTALL EXISTING / RELOCATED SIGN	EA	16		
80	15	CLEAR AND GRUB (BIKE PATH AREA)	SQFT	11,000		
81	39	COMPACTED SUBGRADES (BIKE PATH AREA)	SQFT	11,000		
82	39	BIKE PATH ROUGH GRADING CUT / FILL	CY	300		
83	39	BIKE PATH PRECISE GRADING	SQFT	11,000		
84	73	CONCRETE	SQFT	6,600		
85	73	CLASS II BASE	SQFT	6,600		
86	73	POURED IN PLACE RETAINING WALL	SQFT	3,610		
87	15	DEMO MISC. (FENCING, CONCRETE, SIDEWALK, TREES ETC.)	LS	1		
88	73	CURB RAMP ALMOND-MISSION (E) C-4.17	LS	1		
89	73	CURB RAMP BROAD-MISSION (E) C-4.16	LS	1		
90	73	CURB RAMP BROAD-MISSION (N) C-4.15	LS	1		
91	73	CURB RAMP CENTER-CHORRO (NE) C-4.26	LS	1		
92	73	CURB RAMP CENTER-CHORRO (NW) C-4.25	LS	1		
93	73	CURB RAMP CENTER-CHORRO (SE) C-4.27	LS	1		

## BID FORMS

94	73	CURB RAMP CENTER-CHORRO (SW) C-4.28	LS	1		
95	73	CURB RAMP CERRO ROMAULDO-FERRINI (NW) C-4.4	LS	1		
96	73	CURB RAMP CERRO ROMAULDO-FERRINI (SE) C-4.3	LS	1		
97	73	CURB RAMP FELTON-FERRINI (NW) C-4.2	LS	1		
98	73	CURB RAMP FELTON-FERRINI (SW) C-4.1	LS	1		
99	73	CURB RAMP LINCOLN-CHORRO (NE) C-4.35	LS	1		
100	73	CURB RAMP LINCOLN-CHORRO (NW) C-4.34	LS	1		
101	73	CURB RAMP LINCOLN-CHORRO (SE) C-4.36	LS	1		
102	73	CURB RAMP LINCOLN-CHORRO (SW) C-4.37	LS	1		
103	73	CURB RAMP MEINEKE-BROAD (N) C-4.8	LS	1		
104	73	CURB RAMP MEINEKE-BROAD (S) C-4.9	LS	1		
105	73	CURB RAMP MEINEKE C-4.10	LS	1		
106	73	CURB RAMP MILL-CHORRO (NW) C-4.46	LS	1		
107	73	CURB RAMP MILL-CHORRO (NE) C-4.49	LS	1		
108	73	CURB RAMP MILL-CHORRO (SE) C-4.48	LS	1		
109	73	CURB RAMP MILL-CHORRO (SW) C-4.47	LS	1		
110	73	CURB RAMP MISSION-CHORRO (NE) C-4.20	LS	1		
111	73	CURB RAMP MISSION-CHORRO (NW) C-4.19	LS	1		
112	73	CURB RAMP MISSION-CHORRO (SE) C-4.21	LS	1		
113	73	CURB RAMP MISSION-CHORRO (SW) C-4.22	LS	1		
114	73	CURB RAMP MISSION BULBOUT C-4.18	LS	1		
115	73	CURB RAMP MOUNTAIN VIEW-CHORRO (NE) C-4.30	LS	1		
116	73	CURB RAMP MOUNTAIN VIEW-CHORRO (NW) C-4.29	LS	1		
117	73	CURB RAMP MOUNTAIN VIEW-CHORRO (SE) C-4.31	LS	1		
118	73	CURB RAMP MOUNTAIN VIEW-CHORRO (SW) C-4.33	LS	1		
119	73	CURB RAMP MURRAY-BROAD (E) C-4.12	LS	1		
120	73	CURB RAMP MURRAY-BROAD (N) C-4.11	LS	1		
121	73	CURB RAMP MURRAY-BROAD (S) C-4.13	LS	1		
122	73	CURB RAMP MURRAY-BROAD (W) C-4.14	LS	1		
123	73	CURB RAMP PEACH-CHORRO (SE) C-4.43	LS	1		
124	73	CURB RAMP PEACH-CHORRO (NW) C-4.45	LS	1		
125	73	CURB RAMP PEACH-CHORRO (SW) C-4.44	LS	1		
126	73	CURB RAMP PEACH-CHORRO (NE) C-4.42	LS	1		
127	73	CURB RAMP RAMONA-BROAD (E) C-4.6	LS	1		
128	73	CURB RAMP RAMONA-BROAD (W) C-4.7	LS	1		
129	73	CURB RAMP RAMONA CROSSING C-4.5	LS	1		
130	73	CURB RAMP VENABLE-CHORRO (NE) C-4.23	LS	1		
131	73	CURB RAMP WALNUT-CHORRO (SE) C-4.40	LS	1		

## BID FORMS

132	73	CURB RAMP WALNUT-CHORRO (SE) C-4.24	LS	1		
133	73	CURB RAMP WALNUT-CHORRO (N) C-4.38	LS	1		
134	64, 77	18" HDPE STORM DRAIN PIPE	LF	70		
135	77	STORMDRAIN DRAIN INLET (SDDI)	EA	1		
136	64, 77	CONNECT TO EXISTING INLET	EA	1		
137	77	REMOVE AND REPLACE SD INLET GRATE	EA	17		
138	64, 77	FILTEREXX STORMEXX FILTER	EA	17		
139	20	BENCHES (AT BIKE PATH AREA)	EA	2		
140	20	BENCH (IN UNIT PAVING)	EA	1		
141	20	TRASH CONTAINER (AT BIKE PATH AREA)	EA	2		
142	20	CONCRETE PAVERS	SQFT	126		
143	20	SECURITY FENCING (AT BIKE PATH AREA)	LF	136		
144	20	CHAINLINK FENCE (AT CHORRO /101)	LF	297		
145	20	CHAINLINK GATES (AT CHORRO /101)	EA	6		
146	73	CONCRETE TALL CURB (CHORRO/101)	LF	123		
147	20	RAMONA RRFB SOLAR CROSSWALK	LS	1		
148	20	MILL RRFB SOLAR CROSSWALK	LS	2		
149	86	BIKE PATH LIGHTING / CHORRO LIGHTING / CHORRO PG&E SVC	LS	1		
150	20	SHRUB/TREE REMOVAL (CHORRO /101)	LS	1		
151	20	RAISE CROWN EXIST TREES (CHORRO/101)	LS	1		
152	20	SOIL PREPARATION (NON-BIORETENTION & TREE PITS)	CY	130		
153	20	BIORETENTION AREA SOIL	CY	90		
154	20	NO. 2 GRAVEL / STONE	TON	200		
155	20	PLANTING (ALL AREAS)	SQFT	10,846		
156	20	TREES	EA	63		
157	20	TREE IRRIGATION (HIGHLAND)	LS	1		
158	20	IRRIGATION (BIKE PATH AREA AND CHORRO/101)	SQFT	10,045		
159	20	IRRIGATION - CONTROLLERS	EA	2		
160	20	TREE WATERING BAGS (NON-IRRIGATED TREES)	EA	35		
161	20	MULCH AT BIORETENTION	CY	97		
162	20	MULCH CONVENTIONAL PLANTING AREAS & TREES	CY	130		
163	20	ESTABLISHMENT/MAINTENANCE ALL TREES & PLANTS (1 YR)	LS	1		
164	20	HAND WATER NON-IRRIGATED TREES (1- YR)	EA	35		
165	20	HAND WATER NON-IRRIGATED UNDERSTORY PLANTINGS (1-YR)	LS	1		

## BID FORMS

166	37	PNEUMATIC TIRE ROLLER COMPACTION	LS	1		
167	13	STREET SWEEPING IN SLURRY AREAS (1 DAY)	LS	1		
168	13	STREET SWEEPING IN SLURRY AREAS (30 DAYS)	LS	1		
169	12	TEMPORARY STRIPING AND PAVEMENT MARKINGS	LS	1		
170	15	BIKE LANE EDGE GRIND	LS	1		
171	15	CURB RAMP EDGE GRIND	LS	1		
172	3	COMPLY WITH CALTRANS ENCROACHMENT PERMIT	LS	1		
173	15	ADJUST STORMDRAIN MANHOLE TO GRADE	EA	6		
174	15	ADJUST SANITARY SEWER MANHOLE TO GRADE	EA	3		
175	15	ADJUST COMMUNICATION VAULT/MH/BOX TO GRADE	EA	36		
176	15	ADJUST WATER METER TO GRADE	EA	11		
177	15	ADJUST WATER VALVE TO GRADE	EA	12		
<b>Bid Total (or Base Bid)</b>					<b>\$</b>	
<b>Company Name:</b>						

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





**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

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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.

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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:\_\_\_\_\_

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## BID FORMS

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### BIDDER ACKNOWLEDGEMENTS

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

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

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

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

Signature of Bidder \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title of Bidder)

**DIR– Public Works  
Registration No:** \_\_\_\_\_

Business Name (DBA): \_\_\_\_\_

Owner/Legal Name: \_\_\_\_\_

Indicate One:   ☐Sole-proprietor   ☐ Partnership   ☐Corporation

List Partners/Corporate Officers: \_\_\_\_\_

Name Title

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

Business Address \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Date \_\_\_\_\_

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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):	
Did this project include curb ramp 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):	
Did this project include roadway maintenance by slurry sealing? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid:     Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

#### Reference Number 3

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

## BID FORMS

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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. Cerro San Luis Neighborhood Greenway 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 Section 3-1.18B CONTRACT EXECUTION, Caltrans Encroachment Permit 3-1.18B Caltrans Encroachment Permit**

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## SPECIAL PROVISIONS

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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.

### **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 (during the day or night) involved to comply with all Caltrans encroachment permit requirements. The contract price shall also include the application fee of \$1,400.00 for obtaining a double permit for Encroachment Permit (PENDING). 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, 5, 6, 7, 8, 12, 14, 15, 19, 20, 37, 39, 56, 64, 73, 77, 82, 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 City 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 City will furnish one (1) GREEN WAY SYMBOL stencil as detailed on Sheet C-5.1 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. The City will provide a hydrant location for the slurry mix. The Contractor will be responsible to pay for the potable water.



## SPECIAL PROVISIONS

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### 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

#### **CURB RAMPS**

Where curb ramp improvements are proposed at multiple corners of the intersection, the contractor shall provide a phasing plan showing schedule for demolition and construction of ramps in a manner that retains pedestrian access on at least one side of the street at all times. The construction phasing approach for these ramps shall be approved to the satisfaction of the Engineer.

#### **SCHOOL ZONES**

All work within school zones (Appendix C) are limited to 9:00 a.m. to 2:00 p.m. (Tuesday through Friday) and 9:30 a.m. to 2:00 p.m. on Mondays.

#### **TRAFFIC CONTROL ZONES**

Contractor shall 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/departments-directory/public-works/documents-online/construction-documents](http://www.slocity.org/government/departments-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 1<sup>st</sup> 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.

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## SPECIAL PROVISIONS

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### 9 PAYMENT

#### **Add to Section 9-1.02A:**

The lump sum price paid for “Ramona RRFB Solar Crosswalk”, include all labor and material required for a complete installation per Sheet C-3.6.

The lump sum price paid for both “Mill RRFB Solar Crosswalks”, includes all labor and material required for a complete installation per Sheet C-3.14.

The lump sum price paid for “BIKE PATH LIGHTING/CHORRO LIGHTING/CHORRO PG&E SVC” include all labor and material required for a complete installation per Sheets E-1.1 and E-1.2 of plans.

### 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 in advance and during the 24 hour and 30-day street sweeping. The Contractor must submit a street sweeping schedule for approval by the Engineer. Street sweeping must be done in a manner that street parking is available within 600 ft from affected addresses, unless approved by the Engineer.

##### **13-7.02D Payment**

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

### 15 EXISTING FACILITIES

**Add Section 15-2.01 Remove Pavement (Remove and Replace AC)** - The outline of the asphalt concrete pavement 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 alternative, the Contractor may use a grinding device such as a “zipper” to remove the AC patch area. All

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## SPECIAL PROVISIONS

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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 patch 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.

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

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

Edge grinding at curb ramps must be the greater of the following:

- From beginning to end of curve return and bulbouts.
- Extend 10 feet, measured perpendicularly beyond the curb ramp landing in both directions.

Micro-milling machines shall:

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

Be capable of removing asphalt concrete pavement to a tolerance of +/- 1/8 inch. Be equipped with an automatic grade control system operating in "profile" mode.

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

### **Add Section 15-2.02B Payment**

The lump sum price for **Bike Lane Edge Grind** 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.

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## SPECIAL PROVISIONS

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The lump sum price for **Curb Ramp Edge Grind** shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, and incidentals, and for doing all the work involved with existing curb ramp edge grinds and no additional compensation therefor.

### **Add Section 15-2.03 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.

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

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

## **DIVISION III EARTHWORK AND LANDSCAPE**

### **20 LANDSCAPE AND IRRIGATION**

#### **Add to Section 20-1.01 General:**

There are two types of landscape areas on this project:

1. Stormwater treatment areas
2. Conventional landscape areas

Bioretention areas receive a special soil mix and compost mulch not bark mulch, per plans and specifications.

All other landscape areas that do not receive bioretention soil mix shall be amended with compost per the specifications.

#### **Add to Section 20-1.02 MATERIALS:**

TREE WATERING BAGS:

1. Trees not served by irrigation to be installed with manual tree watering bags, Treegator 20-gallon slow-release watering bag, or approved equal.

#### **Replace Section 20-1.02D Organic Soil Amendments with:**

FINE COMPOST

1. Compost for soil amendment and preparation to be a well decomposed, stable, weed free organic matter source derived from waste materials including yard

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## SPECIAL PROVISIONS

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debris, wood wastes or other organic materials. Compost to have a dark brown color and a soil like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120f) upon delivery or rewetting is not acceptable.

2. Compost facility and compost material must meet the following requirements:

Inspected and regulated by the local enforcement agency for CalRecycle. The past 3 inspection reports to be submitted verifying compliance with title 14 requirements of the process to further reduce pathogens (pfrp), fecal coliform and salmonella testing and pathogen and epa, 40 cfr 503 regulations.

Certified through the uscc seal of testing assurance (sta) program (a compost testing and information disclosure program).

Analyzed by a laboratory that is enrolled in the us composting council's compost analysis proficiency (cap) program and using approved test methods for the evaluation of composting and compost (tmecc).

Facility must provide proof of compost testing within 120 calendar days prior to delivery of material to project site.

Apply a four-inch lift of compost during cultivation.

### **Replace Section 20-1.02E Fertilizer:**

#### **AMENDMENTS AND MYCORRHIZAL FUNGI INOCULANT**

Apply to all new planting holes, including bioretention areas:

Granular Tri-c myco Revival Plus applied at the manufacturer's recommended rates based on plant material container size.

### **Revise Section 20-1.03C(2) Remove Existing Plants:**

Revise to increase removal depth: Removal of existing plants includes removing their stumps and roots 2 inches or larger in diameter to a minimum depth of 24 inches below finished grade.

### **Revise Section 20-1.03D Cultivation:**

All planting areas, except bioretention areas to be cultivated.

Revise to increase cultivation depth: Repeat cultivation until the soil is loose to a minimum depth of 12 inches.

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## SPECIAL PROVISIONS

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Add: Remove native soil as needed prior to adding amendments, to allow for addition of compost amendment and mulch to achieve final grades.

Place compost amendment and till to a depth of twelve inches. Provide additional amendments or adjust soil preparation if directed per the soil analysis (per 10.3.3 Soils Management Report) recommendations and approved by owner/owner's representative.

Roll compact soil to achieve compaction of 85% of dry weight density in areas where plantings are located.

After natural settlement and light rolling, the complete work to conform strictly to the lines, grades and elevation indicated, under the contract without additional cost to the City.

Finish grading of landscape areas: fine grade all prepared planting areas to lines and grades shown on plans and as specified within this section. Finish grade to account for placement of specified mulch.

Top of finished mulch surface to be 1/2" below adjacent pedestrian or bicycle paths unless otherwise specified on civil grading plans.

### **Add to Section 20-1.04 PAYMENT:**

Trees to be paid as each regardless of species.

### **Add to Section 20-3.01B(2) Plants:**

1. Contractor to submit proof of acquisition of plant material within 60 days of signed contract.
2. Any requests for plant material substitutions must be accompanied by documentation of inability to locate plants, including a list of plant nurseries contacted (minimum of three).

Substitutions may be denied if plant material is available at regional wholesale nurseries.

### **Remove Section 20-5.03A(3)(c) Treatment of Soils:**

Do not apply pre-emergent herbicide for weed control.

Contractor to carry out manual removal of weeds prior to planting.

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## SPECIAL PROVISIONS

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### **Add to Section 20-5.03 INERT GROUND COVERS AND MULCHES:**

3. Mulch to be applied to all planting areas.
4. Mulch varies by area type:

Bioretention areas: 3" depth fine compost as specified in addition to Section 20-1.02D.

All other planting areas: 3" depth walk on bark – fir bark mulch, 1" pieces and smaller.

Submit samples approval.

Mulch to be free of weed seeds, or substances injurious to plant growth.

## **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 identified on 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.

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

#### **Replace Section 37-3.03D(4)(a)(i) General with:**

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 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.

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## SPECIAL PROVISIONS

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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 <sup>1</sup>	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 and 30 days after placement and as directed by the Engineer. See section 13-7.02 Street Sweeping.
4. Sweeping in such a manner as to remove loosened or shed aggregate particles without damaging the new surface.

## **39 ASPHALT CONCRETE**

### **Add to Section 39-1.0A Summary**

Contractor must phase milling and pavement operations such that public traffic is not directed to traverse milled surfaces, including remaining asphalt or base material. Contractor must submit phasing plan for review and approval.

### **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.

### **Replace Section 39-1.02F MATERIALS, Reclaimed Asphalt Pavement (RAP) of City Specifications with:**

Maximum of 15% RAP may be used in the pavement mix for the 3/4" HMA Mix base course of paving operations. The final lift of 1/2" HMA Mix surface course and 3/8" HMA Mix leveling course must use virgin asphalt concrete.



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## SPECIAL PROVISIONS

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### **Add to Section 39-1.03 HOT MIX ASPHALT DESIGN REQUIREMENTS**

Mix voids to be targeted at 4.0%. TSR to be minimum 70 in accordance with CTM 371.

**Replace the first and second sentence of Section 39-1.04F Density Cores with:** To determine density for Standard and QC/QA construction process projects, 4- or 6-inch diameter density cores may be required by the Engineer at random locations up to 5 calendar days after placement. Frequency of density cores are at the discretion of the Engineer.

### **Add to Section 39-6 Payment**

The contract price paid per square foot of Remove and Replace AC (Detail I, Sheet 24) patch repairs shall include full compensation for all labor, materials (including hot mix asphalt), tools, equipment and incidentals for completing AC patch 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 VII DRAINAGE FACILITIES**

### **71 EXISTING DRAINAGE FACILITIES**

#### **Add to Section 71-1.03 Construction**

Contractor shall remove existing storm drain frame and cover and install new custom dimension frame and custom dimension **Type 18-8S/24-10S** storm drain grate per **Caltrans Standard plans D77A & D77B** to fit existing infrastructure. Contractor shall modify the existing storm drain inlet to allow for the new frame and cover to fit flush with the finished surface.

#### **Add to Section 71-1.04 Payment**

The contract each item price for "Modified Type 24-10S Storm Drain Grates" shall include full compensation for furnishing all labor, materials, tools, equipment, personnel, modifying existing drain inlet, removal of existing storm drain frame and cover, adjusting new frame and grate to finish surface, incidentals, and for doing all the work involved with the installation of the storm drain grate and no additional compensation therefor.

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **73 CONCRETE CURBS AND SIDEWALKS**

#### **Add to Section 73-1.03 Construction**

You must meet with the Engineer for an average of 1.5 hours total per ramp to complete the following coordination tasks:

1. Before saw-cutting to agree on the limits of demolition and removal.

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## SPECIAL PROVISIONS

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2. After formwork is set, to verify that grades meet those stated on the Plans.
3. Upon completion of new curb ramp installation to verify finished grades.

Curb ramps have been designed to comply with the current Caltrans Standard Plan detail RSP A88A and City Std. 4440. Field modifications to the design plans, if approved by the Engineer, must meet the dimensional and slope requirements of Standard Plan RSP A88A. When measuring the ADA facility's dimensions and slopes, consider the required dimension or slope to have been met if the recorded individual measurements comply with the following:

- Dimensional measurement does not exceed ½-inch from the dimension shown, i.e. ½-inch less than a minimum dimension, or ½-inch greater than a maximum dimension.
- Slope measurement does not exceed 0.2 percent from the slope shown.

You must give the City a 24-hour notice for inspection of formwork before pouring the concrete.

You must calibrate all levels used in construction at the beginning of each workday. You must ensure that new ramp flowlines do not create any "ponding" areas.

You cannot saw-cut and demolish more than 2 corners at any given intersection in order to allow pedestrian travel.

Curb ramp spandrel design may vary from Engineering Standards, as directed by the Engineer, in order to accommodate ramp landing.

You are responsible for storing existing signs and boxes for reuse.

### **Add to Section 73-1.04 Payment**

As shown on the bid item list, each new curb ramp will be paid in lump sum for all work shown on the plans for the individual corner, The lump sum price includes all work shown on the Plans, as specified in the Standard Specifications and these Special Provisions. For all corner curb ramps (not including those with a new bulbout), bid item shall include all the work between curb returns within ramp area. For all new bulbouts, bid item shall include all the work in the bulbout detail indicated. For all Case C type ramps, bid item shall include all the work in the curb ramp detail indicated.

Lump sum for these items also includes work for:

1. public notices
2. layout
3. elevation control
4. tree protection

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## SPECIAL PROVISIONS

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5. protection of existing utilities and improvements
6. saw-cutting
7. demolition
8. removal and disposal of demolished material
9. formwork
10. curb painting
11. temporary cold mix
12. relocation of signs
13. furnishing and installation of new signs, post and sleeves
14. furnishing and installation of new pull boxes
15. installation of curbs, curb & gutter, cross gutter spandrel, sidewalk
16. reinstalling existing utility boxes, pull boxes, and mailboxes
17. furnishing and installing tree grate frames
18. adjustment of existing utility manholes, pull boxes, vaults, etc.
19. reinstalling sidewalk underdrains
20. adjustment of fire hydrant spools
21. landscape replacement, if applicable
22. repair of existing irrigation systems, if damaged & modifications as needed
23. protection of existing utilities and restoration of existing improvements
24. protection and restoration of existing benchmarks
25. cleanup

Payment for varying widths of “paveouts” per plans required by City Standards are included in the applicable curb ramp replacement lump sum price.

Full compensation for concrete cross gutters is paid on a square footage basis as shown in the bid item list and is identified as the portion of the cross gutter between gutter spandrels.

Bid items 2, 3, 4, 6, 7, 8, 9, 11, 12, 18, 20, 21, 22 and 23 are measured outside of Curb Ramp and Bulbout limits as described above.

## 77 LOCAL INFRASTRUCTURE

### **Add to Section 77-1.01 EXCAVATION AND RESTORATION, GENERAL;**

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

### **Add Section 77-4.02 MATERIALS:**

Honeycomb CalTrans 18-8S or 24-10S to be used to replace existing storm drain inlets where called out by plan. New grate shall be installed per CalTrans standard D77B,

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## SPECIAL PROVISIONS

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dimensions per plan. Install Filterexx Stormexx clean catch basin inlet filter, or approved equal.

### **Add Section 77-7 MISC GRADING AND LANDSCAPING WORK:**

#### **Add Section 77-7.01 GENERAL:**

If the elevations at the back of newly constructed sidewalk, driveway or curb ramp differ from the existing grade by more than 1", the contractor shall temporarily remove the existing landscaping, irrigation systems or ground cover, grade to match to back of new construction to the satisfaction of the engineer, then replace the landscaping, irrigation or ground cover.

Any plantings, irrigation systems, ornamental ground covers or other items on private property shall be protected or restored during these activities.

Temporary Easement Area (bike path area, Appendix F): The Contractor's restoration responsibilities shall include, but not be limited to: (i) removal of all improvements, equipment or materials within the Temporary Easement Area; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by the Contractor such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the private property which are damaged, rutted or otherwise disturbed as a result of the Contractor's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to property owner; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the private property and the Temporary Easement Area in a condition which is clean, free of debris and hazards which may be caused by the Contractor's activities, and subject to neither, environmental hazards, nor liens caused by the Contractor's activities.

#### **Add Section 77-7.04 PAYMENT:**

The price per square foot of grading and landscaping work shall include the protection of existing facilities, the grading activities and restoration of existing facilities once the grading activities are complete. This item also includes the replacement of landscaping and irrigation features as needed to complete work.

### **Add Section 77-8 MISC GRADING AND HOT MIX ASPHALT:**

#### **Add Section 77-8.01 GENERAL, Summary:**

If the elevations at the back of newly constructed sidewalk, driveway or curb ramp differ from the existing grade by more than 1", and the adjacent material is a hot mix asphalt driveway or alley, that material shall be removed and replaced to the satisfaction of the engineer.

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## SPECIAL PROVISIONS

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At least 5 foot of the existing hot mix asphalt facility must be sawcut and removed. The contractor shall then grade between the existing facility and new construction, ensuring slopes do not exceed 15%. Next, prime and place the hot mix asphalt per City standards, ensuring a minimum of 5 inches of HMA.

**Add Section 77-8.04 PAYMENT:**

The price per square foot of grading and HMA work shall include sawcutting and removal of the existing facilities, grading to ensure the finished slope between the existing facilities and driveway does not exceed 15%, as well as the placement of new HMA.

**Add Section 77-9 MISC GRADING AND CONCRETE:**

**Add Section 77-9.01 GENERAL:**

If the elevations at the back of newly constructed sidewalk, driveway or curb ramp differ from the existing grade by more than 1", and the adjacent material is concrete, that material shall be removed and replaced to the satisfaction of the engineer.

At least 4 foot or the first construction joint of the existing concrete facility must be sawcut and removed. The contractor shall then grade between the existing facility and new construction, ensuring slopes are reasonable for the connecting facility. Concrete shall be Class 3 and 4 inches thick while conforming to City sidewalk details.

**Add Section 77-9.04 PAYMENT:**

The price per square foot of grading and concrete work shall include the removal of the existing facility, re-grading to ensure reasonable slope between the new and existing facility, as well as the placement of the concrete needed to re-connect these facilities.

**Add Section 77-10 MISC GRADING AND CONCRETE DRIVEWAYS:**

**Add Section 77-10.01 GENERAL:**

If the elevations at the back of newly constructed sidewalk, driveway or curb ramp differ from the existing grade by more than 1", and the adjacent material is a concrete driveway, that material shall be removed and replaced to the satisfaction of the engineer.

At least 4 foot or the first construction joint of the existing concrete facility must be sawcut and removed. The contractor shall then grade between the existing facility and new construction, ensuring slopes are reasonable for the connecting facility. Concrete shall be Class 3, 6 inches thick with reinforcement, and conform to City driveway details.

**Add Section 77-10.04 PAYMENT:**

The price per square foot of grading and concrete work shall include the removal of the existing facility, re-grading to ensure reasonable slope between the new and existing facility, as well as the placement of the concrete needed to re-connect these facilities.

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## SPECIAL PROVISIONS

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### DIVISION IX TRAFFIC CONTROL DEVICES

#### 84 MARKINGS

**Add to Section 84-2.01A Summary,**  
Traffic Striping to be applied shall be per ***Caltrans Standard Plans 2015***.

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 84-2.03C Application of Stripes and Markings:**  
All striping requiring pavement markers (i.e. Detail 9, Detail 37B, etc.) on one-way streets shall be Type C RED-CLEAR RETROREFLECTIVE per Caltrans Revised Standard Plans 2015.

**Add to Section 84-2.04 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.

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

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

Preformed thermoplastic will be allowed only when approved by the Engineer. Preformed thermoplastic will not be allowed for lane line markings.

#### **Add Section 84-6 BIKE LANE MARKINGS**

##### **84-6.01 Bike Lane Coating:**

Bike lane coating must be SealMaster Color Safe (Appendix D) or **approved equal**.

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.

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## SPECIAL PROVISIONS

### 84-6.04 PAYMENT

Payment must comply with section 84-2.04.

## DIVISION XIII APPENDICES

### Add 100-1.01

Refer to Appendix A: Form of Agreement

Refer to Appendix B: Caltrans Encroachment Permit (PENDING)

Refer to Appendix C: School Zones

Refer to Appendix D: Bicycle Lane Coating

Refer to Appendix E: Project Soils Report

Refer to Appendix F: Temporary Construction Easement Exhibit (PENDING)

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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

#### **CERRO SAN LUIS GREENWAY, SPEC NO. 1000036**

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.



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## APPENDIX

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**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

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### APPENDIX B – CALTRANS ENCROACHMENT PERMIT

**APPENDIX C – SCHOOL ZONES**

**APPENDIX D – BICYCLE LANE COATING**

**APPENDIX E – PROJECT SOILS REPORT**

**APPENDIX F – TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**