

SPECIAL PROVISIONS

FOR

CITY OF SAN LUIS OBISPO

2022 Pedestrian Crossing Improvements

Specification No. 1000069

July 2022



**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

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



2022 Pedestrian Crossing Improvements

Specification No. 1000069

Approval Date: July 19, 2022

<<Engineer of Record Stamp>>

<<*Signature Date*>>



<<*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

2:00 p.m. on August 18, 2022

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

2022 Pedestrian Crossing Improvements, Specification No. 1000069

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.

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.

NOTICE TO BIDDERS

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

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

1. \$15.00 if picked up in person, or
2. \$25.00 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

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

3. \$30.00 if picked up in person, or
4. \$40.00 if by mailing to the office of the City Engineer

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, Justin Wong at (805) 781-7042 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.

Project Information

In general, the project includes construction of Rapid Rectangular Flashing Beacon (RRFB) systems at multiple intersections throughout San Luis Obispo, as well as related signing, striping and ADA curb ramp upgrades.

NOTICE TO BIDDERS

The project estimated construction cost is \$675,000

Contract time is established as 35 working days. Contract start time shall commence 20 working days prior to confirmed delivery date for the Rapid Rectangular Flashing Beacon system equipment specified in Section 8-1.01A, Item 4.

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

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

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

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

Qualifications

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

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

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

One of the three reference projects must have been completed under contract with a city, county, state or federal government agency as the prime contractor.

One of the referenced projects must be for installation of a flashing beacon system.

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

NOTICE TO BIDDERS

2. experience,
3. or is otherwise not responsible

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

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

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

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

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

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

Valid protests must contain the following information:

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

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

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

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

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

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

Award

The lowest bidder will be determined using the BID TOTAL.

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.

NOTICE TO BIDDERS

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

Accommodation

If any accommodations are needed to participate in the bid process, please contact Argelia Chang at (805) 781-7200 or by Telecommunications Device for the Deaf at (805) 781-7107. Requests should be made as early as possible in the bidding process to allow time for accommodation.

BID FORMS

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

THE UNDERSIGNED, agrees that they have carefully examined:

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

and propose to furnish all:

4. materials
5. labor

to complete all the required work satisfactorily in compliance with

6. plans
7. specifications
8. special provisions

for the prices set forth in the bid item list:

BID ITEM LIST FOR 2022 PEDESTRIAN CROSSING IMPROVEMENTS, Specification No. 1000069

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	7,12	Traffic Control Plan and Implementation	LS	1		
2	15,73	Remove Concrete & Cobble Median	SQFT	100		
3	15	Regrade Brick Pavers to Finished Sidewalk Grade	LS	1		
4	15,19	Roadway Excavation	CY	2		
5	39	Class 2 Aggregate Base	CY	4		
6	39	Hot Mixed Asphalt Paveout - South St & King Ct Median	TON	6		
7	15	Remove and Salvage Existing Bench	EA	1		
8	15,73, 90	Minor Concrete (Curb)	LF	8		
9	15,73, 90	Minor Concrete (Cross Gutter)	SQFT	395		
10	15,73	Minor Concrete (Remove and Replace Curb and Gutter)	LF	40		
11	15,73	Minor Concrete (Remove and Replace Sidewalk)	SQFT	250		
12	15,73, 90	Bike Ramp - King Ct & Meadow Park	LS	1		
13	15,73, 90	Curb Ramp - Broad St & Islay St SE Corner (Ramp #1)	LS	1		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
14	15,73, 90	Curb Ramp - Broad St & Islay St SW Corner (Ramp #2)	LS	1		
15	15,73, 90	Curb Ramp - Broad St & Islay St NW Corner (Ramp #3)	LS	1		
16	15,73, 90	Curb Ramp - Johnson Ave & Sydney St SW Corner (Ramp #1)	LS	1		
17	15,73, 90	Curb Ramp - Johnson Ave & Sydney St SE Corner (Ramp #2)	LS	1		
18	15,73	Remove and Replace ADA Tactile Pad - King St & South St	EA	2		
19	82,86	Rapid Rectangular Flashing Beacon System - Broad St & Islay St	EA	4		
20	82,86	Rapid Rectangular Flashing Beacon System - King St & South St	EA	5		
21	82,86	Rapid Rectangular Flashing Beacon System - Johnson Ave & Sydney St	EA	5		
22	82,86	Rapid Rectangular Flashing Beacon System - Osos St & Islay St	EA	4		
23	84	Remove Thermoplastic Traffic Stripe	LF	154		
24	84	Remove Thermoplastic Pavement Marking	LF	0		
25	84	Detail 39	LF	116		
26	84	12" White Stripe	LF	45		
27	84	White Thermoplastic Pavement Marking	SQFT	354		
28	84	White Hi-Vis Crosswalk	LF	117		
29	84	Yellow Hi-Vis Crosswalk	LF	77		
30	84	Green Bike Lane Marking (MMA)	SQFT	1,430		
31	84	Red Curb Paint	LF	178		
32	82	12' Roadside Punch Post	EA	8		
33	82	16' Roadside Punch Post	EA	18		
34	15,82	Relocate Existing Sign Post	EA	5		
35	15,82	Remove Existing Sign Post	EA	2		
36	82	R1-1 Sign	EA	3		
37	82	W11-2 Sign	EA	14		
38	82	W16-7P Sign	EA	20		
39	82	S1-1 Sign	EA	6		
40	82	R1-5 Sign	EA	6		

BID FORMS

Item No.	SS ₍₁₎	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
41	82	R26 (CA) Sign	ES	2		
42	82	Street Name Sign	EA	4		
43	82	Remove and Reinstall Existing Sign	EA	2		
44	5	Survey	LS	1		
Bid Total						\$
Company Name:						

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

BID FORMS

LIST OF SUBCONTRACTORS

Pursuant to Section 4100 of the Public Contracts Code and section 2-1.33C of the standard specifications, the Bidder is required to furnish the following information for each Subcontractor performing more than 1/2 percent (0.5%) of the total base bid. Do not list alternative subcontractors for the same work. Subcontracting must not total more than fifty percent (50%) of the submitted bid except as allowed in section 5-1.13 of the standard specifications.

For Streets & Highways projects, subcontractors performing less than ten thousand dollars (\$10,000) worth of work need not be mentioned. **Subcontractors required to pay prevailing wage, must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 to be listed.**

NOTE: If there are no subcontractors, write "NONE" and submit with bid.

Name Under Which Subcontractor is Licensed	License Number	DIR Public Works Registration Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

_____	_____	_____	_____	_____	_____
_____			_____	_____	
_____			_____	_____	

Attach additional sheets as needed.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In compliance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder, or any subcontractor to be engaged by the bidder, **has _____, has not _____** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In compliance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

_____ Yes _____ No

If the answer is yes, attach a letter explaining the circumstances

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In compliance with Public Contract Code Section 10232, you hereby state under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against you within the immediately preceding two-year period because of your failure to comply with an order of a federal court which orders you to comply with an order of the National Labor Relations Board.

LABOR CODE SECTION 1725.5 STATEMENTS

The bidder has delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. Any judgment, order, or determination that is

BID FORMS

under appeal is excluded, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

_____ Yes

_____ No

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

_____ Yes

_____ No

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

BID FORMS

NON-COLLUSION DECLARATION

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

Executed on _____, 20____, in _____

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

(SEAL)

(Signature and Title of Declarant)

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

Notary Public

Company Name:_____

BID FORMS

Bidder Acknowledgements

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

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

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

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

Signature of Bidder _____

(Print Name and Title of Bidder)

**DIR- Public Works
Registration No:** _____

Business Name (DBA): _____

Owner/Legal Name: _____

Indicate One: ☐Sole-proprietor ☐ Partnership ☐Corporation

List Partners/Corporate Officers: _____

Name Title

Name Title

Name Title

Business Address _____

Street Address _____

Mailing Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

Date _____

BID FORMS

Qualifications

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

Reference Number 1

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

BID FORMS

ATTACH BIDDER'S BOND TO ACCOMPANY BID

Know all men by these presents:

That we _____, AS PRINCIPAL, and

_____, AS SURETY, are held and firmly
bound unto the City of San Luis Obispo in the sum of:

_____ Dollars (_____) to be paid to
said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we
bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by
these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain bid of the above
bounden _____

to construct _____
(insert name of street and limits to be improved or project)

dated _____ is accepted by the City of San Luis Obispo, and if the above

bounden _____, his heirs, executors,
administrators, successors, and assigns shall duly enter into and execute a contract for such construction and
shall execute and deliver the two bonds described within ten (10) days (not including Saturdays, Sundays, or
legal holidays) after the above bounden,

_____, has received notice by and from the
said City of San Luis Obispo that said contract is ready for execution, then this obligation shall become null
and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ____ day of _____, 20____.

Bidder Principal:

Signature _____ Date _____
Title: _____

Surety:

Bidder's signature is not required to be notarized. Surety's signature must be notarized.
Equivalent form may be substituted
(Rev. 6-30-14)

SPECIAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main section heading of the Standard Specifications. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. Any paragraph added or deleted by a revision clause does not change the paragraph number of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.01 GENERAL:

The work must be done in compliance with the City of San Luis Obispo, Department of Public Works:

1. 2022 Pedestrian Crossing Improvements 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.

4 SCOPE OF WORK

Add to Section 4-1.03 WORK DESCRIPTION:

Comply with the provisions of Section(s) 5, 7, 12, 15, 19, 39, 51, 56, 73, 82, 84, 86 and 90 for general, material, construction, and payment specifics.

SPECIAL PROVISIONS

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

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

6 CONTROL OF MATERIALS

Add to Section 6-2.03 DEPARTMENT ACCEPTANCE:

The Engineer will furnish Sales Tax signs mounted to moveable barricades. Maintain Sales Tax signage in work area. Return Sales Tax signs at the end of the project or upon the Engineer's request.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

Work hours are restricted Monday through Friday between 7:00 a.m. and 4:00 p.m. at all the affected streets.

Provide traffic control plan and traffic control application at or before the preconstruction meeting. Traffic control plan must be drawn to scale. Traffic control application may be obtained on the City's website:

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

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

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph in Section 8-1.02A SCHEDULE, General with:

Provide a Level 1 schedule for this work.

Add to Section 8-1.01A GENERAL, Order of Work:

Below is the required sequence of work for installation of curb ramps, Rapid Rectangular Flashing Beacon systems, signs and striping, unless otherwise approved by the Engineer. Start of work to be scheduled based on beacon system equipment delivery date.

1. Contractor shall install curb ramps, punch posts, and signage prior to installation

SPECIAL PROVISIONS

of beacon system(s).

2. With the exception of the Johnson/Sydney intersection, all new pedestrian/bicycle crossing signage shall remain covered until beacon systems are installed and operational, and striping installation has been completed.
3. Unless otherwise approved by the Engineer, pavement striping shall not be installed until beacon system(s) are installed and operational.
4. Contractor will furnish and install all equipment needed for intended operation of Rapid Rectangular Flashing Beacon system. Contractor shall provide beacon system equipment submittals for City review and approval prior to procurement.
5. Contractor is responsible for coordination with beacon system manufacturer's representative(s) as needed to provide intended operation of beacon systems.

9 PAYMENT

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

Unit price adjustments specified per Section 9-1.06B, "Increases of More Than 25 Percent" and Section 9-1.06C, "Decreases of More Than 25 Percent," of the Standard Specifications **will not** apply to the following bid items:

Bid Items #10 and #11 – "Remove and Replace Curb and Gutter", and "Remove and Replace Sidewalk".

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.
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 slopes requirements of Standard Plan RSP A88A. When measuring the ADA facility's dimension and slopes, consider the required dimension or slope to have been met if the recorded individual measurements comply with the following:

SPECIAL PROVISIONS

- 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 work day.

You must ensure that new ramp flowlines do not create any "ponding" areas.

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

Add to Section 73-1.04 PAYMENT

As shown on the bid item list, the bike ramp at the King Court cul-de-sac, and each new curb ramp will be paid in lump sum for all work shown on the plans for the individual corner, unless included in a separate bid item on the bid item list. The lump sum price paid for each curb ramp includes all of the work involved in installing the new curb ramps. The lump sum price includes all work shown on the Plans, as specified in the Standard Specifications and these Special Provisions. It also includes work for:

7. public notices
8. layout
9. elevation control
10. clearing and grubbing as needed
11. tree protection, if applicable
12. protection of existing utilities and improvements
13. saw-cutting
14. demolition
15. temporary cold mix, if applicable
16. removal and disposal of demolished material
17. formwork
18. asphalt concrete paving, including final HMA and temporary cold mix
19. installation of curbs, curb & gutter, cross gutter spandrels, sidewalk and ramps, detectable warning surface
20. 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, including "paveouts", 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.

SPECIAL PROVISIONS

As specified in Section 9-1.06, Bid Items #10 and #11 – “Remove and Replace Curb and Gutter”, and “Remove and Replace Sidewalk” are additional items intended for field changes and additions to work shown on the plans. The intent of the additional items is to provide additional payment to conform specified work to existing field conditions on a per unit price basis. Section 9-1.06 is waived for these items and you are advised that items may be increased, decreased or deleted in their entirety without any additional compensation.

DIVISION IX TRAFFIC CONTROL DEVICES

84 MARKINGS

86-1.08 PAYMENT

As shown on the bid item list, installation of each Rapid Rectangular Flashing Beacon system will be paid based on number of units installed at each intersection shown on the plans. Each unit price includes furnishing and installation of all equipment needed for intended operation of beacon system. Unit costs include all work shown on the Plans, as specified in the Standard Specifications and these Special Provisions. Unless otherwise indicated on plans, each beacon system unit cost includes:

1. Solar engine kit
2. Beacon light bar
3. Battery system
4. Pushbuttons
5. Pushbutton frame and sign placards
6. Mounting hardware
7. Electrical conductors/wiring

Punch posts and signage to be installed at each beacon location are included as individual bid items.

DIVISION X ELECTRICAL WORK

Add to Section 84-1.04 PAYMENT

Hi-Vis Crosswalk is measured along the linear foot following the centerline of the crosswalk alignment from corner to corner and accounts for all longitudinal and transverse striping, regardless of line thickness or crosswalk width.

90 CONCRETE

Add to Section 90-1.01C(6) Mix Design:

Concrete must contain a maximum of 15% pozolone or fly ash. Course aggregate for concrete must comply with the gradation specifications for the 1 inch x No. 4 primary aggregate nominal size.

SPECIAL PROVISIONS

DIVISION XIII APPENDICES

Add 100-1.01

Refer to Appendix A: Form of Agreement

APPENDIX

APPENDIX A - FORM OF AGREEMENT

THIS AGREEMENT, made on _____, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and **COMPANY NAME** (hereinafter called the Contractor).

WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1, SCOPE OF WORK: The Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete all the work of construction of

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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

APPENDIX

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

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

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

CITY OF SAN LUIS OBISPO
A Municipal Corporation

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

(2nd signature required if Corporation):

By: _____
Name of Corporate Officer

Its: _____