

# **SPECIAL PROVISIONS**

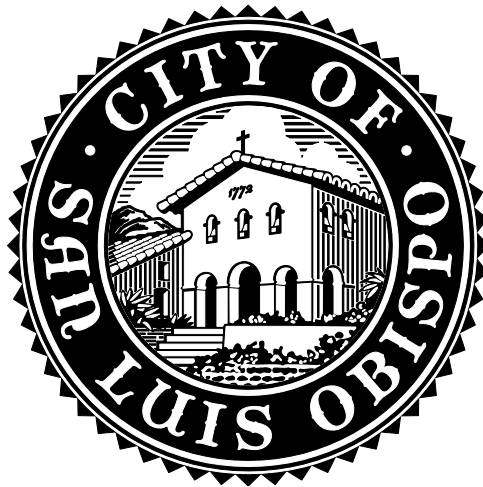
## **FOR**

**CITY OF SAN LUIS OBISPO**

**ROOFING REPLACEMENT  
AT FIRE STATION 1 ADMINISTRATION & FLEET MAINTENANCE**

Specification No. 1000172

<<MONTH 2021>>



**PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION**

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



**ROOFING REPLACEMENT**  
**AT FIRE STATION 1 ADMINISTRATION & FLEET MAINTENANCE**

**Specification No. 1000172**

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



1/31/2021



**<<Signature Date>>**



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072600	SHEET METAL FLASHING AND TRIM
079200	JOINT SEALANTS
086200	UNIT SKYLIGHTS

**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, California 93401, until

**2:00 p.m. on <<DATE>>**

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

**ROOFING REPLACEMENT AT FIRE STATION 1 ADMINISTRATION & FLEET  
MAINTENANCE, Specification No. 1000172**

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.

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## NOTICE TO BIDDERS

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

### BID DOCUMENTS

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

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

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

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

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

1. \$16.00 if picked up in person, or
2. \$21.00 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, **Richard Burde** at **(805) 781-7193** 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 includes removal, disposal and replacement of the existing flat roof membranes at Fire Station 1 Administration and Fleet Maintenance Buildings and other Work indicated in the Contract Documents.

The project estimated construction cost is \$300,000

Contract time is established as 30 working days.

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

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

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

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

There will be a walkthrough on [date and time]. Bidders should meet where at time. [Mandatory walkthroughs must be scheduled at least 6 calendar days after the bid announcement]

### QUALIFICATIONS

You or one of your listed subcontractors must possess a valid Class C39 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 on the blank QUALIFICATIONS FORM included in the bid documents packet. 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.**

**## of the referenced projects must be for <<XXXX>>.**

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## NOTICE TO BIDDERS

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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.

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.

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## NOTICE TO BIDDERS

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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-OR-BASE-BID-OR-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 Kathryn Stanley 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 (item quantities provided for reference only):

### **BID ITEM LIST FOR ROOFING REPLACEMENT AT FIRE STATION 1 ADMINISTRATION & FLEET MAINTENANCE, SPECIFICATION NO. 1000172**

Item No.	SS <sub>(1)</sub>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1	3	Bond	LS	1		
2	9	Mobilization	LS	1		
3	Appendix B 015000	Temporary Facilities	LS	1		
4	Appendix B 070150.19	HVAC Disconnect / Reconnect	LS	7		
5	Appendix B 070150.19	Demolition	SF	10,064		
6	Appendix B 061600	Damaged Roof Sheathing Replacement	SF	3,200		
7	Appendix B 072100	Replace Wet Insulation	SF	3,200		
8	Appendix B	Roofing	SF	10,064		
9	Appendix B 071354	Walkway Mats	LF	277		
10	Appendix B 072600	Sheet Metal Flashing and Trim and Joint Sealants	LF	891		
11	Appendix B 086200	Skylights	EACH	14		
12						
13						
14						

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**BID FORMS**

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Item No.	SS <sub>(1)</sub>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
<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.

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## BID FORMS

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### LIST OF SUBCONTRACTORS

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

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

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

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

Attach additional sheets as needed.

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

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

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

**PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

**LABOR CODE SECTION 1725.5 STATEMENTS**

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

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

#### Reference Number 2

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

#### Reference Number 3

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

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**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. ROOFING REPLACEMENT AT FIRE STATION 1 ADMINISTRATION & FLEET MAINTENANCE 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 – 2018 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 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**

No further modifications.

**Replace 1st and 2nd paragraph in Section 3-1.18 with (for accelerated work)**

**Upon notification of project award, return:**

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## SPECIAL PROVISIONS

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- ~~1. executed contract~~
- ~~2. insurance~~
- ~~3. contract bonds~~

~~within five business days after the bidder receives the contract.~~

### 4 SCOPE OF WORK

#### **Add to Section 4-1.03 Work Description**

Comply with the provisions of Appendix B – Project Specific Specifications ~~(s)~~ X [these section number should match the SS numbers listed in the Bid Item List].... for general, material, and construction, and payment specifics.

#### **Add Section 4-1.03A Project Specific Signage {Include for Measure Y & G projects}**

~~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.~~

### 5 CONTROL OF WORK

#### **Remove City additions to Section 5-1.36B**

### 6 CONTROL OF MATERIALS

#### **Add to Section 6-2.03 Department Furnished Materials**

~~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. [delete for non-Measure Y or G]~~

Refer to Project-Specific Specification section 013300 Submittal Procedures for restrictions on project substitutions.

### 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

~~Work hours are restricted to 00 a.m. to 00 p.m. on X Street. [Discuss with Traffic]~~

~~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:~~

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## SPECIAL PROVISIONS

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

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

### 8 PROSECUTION AND PROGRESS

#### Section 8-1.02A Schedule

Provide a Level 1 schedule for this work.

#### **Add to 8-1.04B (for accelerated start)**

Contract time will start on the first Monday after preconstruction meeting.

### DIVISION II GENERAL CONSTRUCTION

#### 13 WATER POLLUTION CONTROL

##### Retain Section 13-2.03 CONSTRUCTION

Sections applicable only for road construction do not apply.

#### 14 ENVIRONMENTAL STEWARDSHIP

##### **Retain Section 14-9 AIR QUALITY**

##### **Retain Section 14-10 SOLID WASTE DISPOSAL AND RECYCLING**

##### **Retain Section 14-11 HAZARDOUS WASTE AND CONTAMINATION**

##### **Add to Section 14-9.02A**

The City has obtained an annual permit for construction from the Air Pollution Control District (APCD). The annual APCD permit and construction log files are located on the City's website:

<http://www.slocity.org/government/department-directory/public-works/documents-online/construction-documents>

You are required to comply with the APCD permit including all notification and construction logs using the appropriate equipment. Provide training to all workers in the construction area.

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## SPECIAL PROVISIONS

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You must comply with section 77-1 of the standard specifications.

### **Add to Section 14-9.02C**

Where contamination is encountered, you are responsible to:

1. monitor
2. record
3. report

H2S and Hydrocarbon FID readings taken every hour during work in the contamination zone or as directed by the Engineer.

Appropriate Personal Protective Equipment (PPE) must be used.

### **Add to Section 14-9.02D**

Full compensation for APCD compliance and applicable engineering standards is included in the payment for other bid items unless a bid item of work is shown on the bid list item.

### **Add to Section 14-11.01**

#### **14-11.01A(1) Contamination Site Information**

[Attempt to determine if the work area is likely to encounter contaminated soil. If so, use the following language identifying the contaminate and confirming with the owner where the material is to be disposed of.]

There is a potential of soil contamination in the work area. Known areas of soil and groundwater contamination as identified by the County Department of Health are:

Site Location	Prior or Current Use

Listed below are the highest known contamination and type of contamination.

Site Location	Contaminate

#### **14-11.02B(1) Disposal Location**

The owners of the contaminated soil have been put on notice and have requested the material for their site be delivered to the following locations. Once delivered, the material is site owner's property.



## SPECIAL PROVISIONS

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Site	Disposal Site

The City reserves the right to use other forces for exploratory work to identify and determine the extent of contaminated material and for removing contaminated material.

### 15 EXISTING FACILITIES

Refer to Project-Specific Specification section 011000 Summary of Work for project-specific restrictions on use of existing facilities, coordination with occupants and work restrictions.

Refer to Project-Specific Specification section 017700 Closeout Procedures for requirements linked to completion of the project including final cleaning and any repair of existing conditions.

### 16 TEMPORARY FACILITIES

Refer Project-Specific Specification section 99-015000 Temporary Facilities for project-specific temporary facility requirements.

### 99 BUILDING CONSTRUCTION

Refer Project-Specific Specifications in APPENDIX B.

## APPENDIX A

### APPENDIX A - FORM OF AGREEMENT

**THIS AGREEMENT**, made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of San Luis Obispo, a municipal corporation and charter city, San Luis Obispo County, California (hereinafter called the Owner) and **COMPANY NAME** (hereinafter called the Contractor).

#### WITNESSETH:

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

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

#### NAME OF PROJECT, SPEC NO.

in strict compliance with the plans and specifications therefor, including any and all Addenda, adopted by the Owner, in strict compliance with the Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

**ARTICLE II, CONTRACT PRICE:** The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract prices as follows:

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
1.					
2.					
3.					

**BID TOTAL: \$ \_\_\_\_\_ .00**

Payments are to be made to the Contractor in compliance with and subject to the provisions embodied in the documents made a part of this Contract.

Should any dispute arise respecting the true value of any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor, during the performance of this Contract, said dispute shall be decided by the Owner and its decision shall be final, and conclusive.

**ARTICLE III, COMPONENT PARTS OF THIS CONTRACT:** The Contract consists of the following documents, all of which are as fully a part thereof as if herein set out in full, and if not attached, as if hereto attached:

1. Notice to Bidders and Information for Bidders
2. Standard Specifications and Engineering Standards
3. Special Provisions, any Addenda, Plans and Contract Change Orders
4. Caltrans Standard Specifications and Standard Plans 2018
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 AGENCY, provided such active negligence is

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**APPENDIX A**

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determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of 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