

# **NOTICE TO BIDDERS SPECIAL PROVISIONS BID BOOK**

**FOR**

## **2021 CONCRETE REPAIRS PROJECT**

**SPECIFICATION NO. PW 2021-02  
APPROVAL DATE: JUNE 8, 2021  
ENGINEERING STANDARDS AND SPECIFICATIONS DATED: APRIL 2016**



**PUBLIC WORKS DEPARTMENT  
1375 ASH STREET  
ARROYO GRANDE, CA 93420**

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**2021 CONCRETE REPAIRS PROJECT**

**Specification No. PW 2021-02**

**Approval Date: June 8, 2021**



  
\_\_\_\_\_  
Jeffrey A. van den Eikhof

5/26/2021

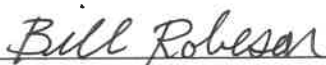
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Date

**Recommended for Approval:**

  
\_\_\_\_\_  
Capital Improvement Project Manager

06/01/21  
\_\_\_\_\_  
Date

**Approved for Construction:**

  
\_\_\_\_\_  
Director of Public Works

6/4/21  
\_\_\_\_\_  
Date

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## NOTICE TO BIDDERS

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### BID SUBMISSION

CITY OF ARROYO GRANDE, CALIFORNIA

Sealed bids will be received by the City of Arroyo Grande at the Public Works Administration Office located at 1375 Ash Street, Arroyo Grande, California 93420, until

**2:00 P.M. on July 1, 2021**

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

**2021 CONCRETE REPAIRS PROJECT  
SPECIFICATION NO. PW 2021-02**

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 instructions 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 Arroyo Grande for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City Arroyo Grande if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of Arroyo Grande reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared on the basis of the Public Works Director'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 herein. 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 specifications may be downloaded, free of charge, from the City's website at: <http://www.arroyogrande.org/Bids.aspx>. Plans and specifications are available for viewing at the following plan rooms:

1. Central California Builders Exchange
2. Santa Maria Valley Contractors Association
3. Central Coast Builders Association
4. San Luis Obispo County Builders Exchange

A printed copy of the plans and specifications may be obtained by contacting:

Blueprint Express  
618 East Grand Avenue  
Arroyo Grande, CA 93420  
(805) 481-1655

for a non-refundable fee of the cost of duplication.

Standard Specifications and Engineering Standards referenced in the Special Provisions may be downloaded, free of charge, from the City's website at: <http://www.arroyogrande.org/DocumentCenter/Home/View/3151>.

A printed copy of the Standard Specifications and Engineering Standards may be obtained by contacting:

Blueprint Express  
618 East Grand Avenue  
Arroyo Grande, CA 93420  
(805) 481-1655

for a non-refundable fee of the cost of duplication.

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 Public Works Director. Contact the Capital Improvement Project Manager, Jill McPeek at (805) 473-5444 or the Public Works Department at (805) 473-5460 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: <http://www.arroyogrande.org/Bids.aspx>.

### PROJECT INFORMATION

In general, the project consists of the installation of new curb, gutter and sidewalk, grading of hillside, removal of brick sidewalks and the installation of exposed aggregate concrete sidewalks, removal and replacement of lifted and/or broken sidewalks, driveway aprons and curb/gutter sections, removal and replacement of trees, and irrigation repairs if damaged.

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## NOTICE TO BIDDERS

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The project estimated construction cost is \$180,000.

Contract time is established as 30 working days.

In lieu of conducting a pre-bid meeting, all questions must be submitted in writing by Thursday, **June 24, 2021 at 2:00 P.M.**, via email to the Capital Improvement Project Manager at [jmcpeek@arroyogrande.org](mailto:jmcpeek@arroyogrande.org).

### **PREVAILING WAGES**

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the Owner. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workmen employed by them in the execution of the work.

### **Contractor Registration with Department of Industrial Relations**

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Failure to provide proof of Contractor's registration as part of the Bid shall deem the Bid as non-responsive and will therefore be rejected by Owner.

### **Compliance Monitoring and Enforcement**

In accordance with the requirements of Labor Code Section 1771.4(a)(1), Bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relation.

### **QUALIFICATIONS**

In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the contractor shall possess a valid Class A or C8 at the time of bid issuance. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award. In the event of dispute over classification of the license required, the opinion of the Contractor's State License Board shall prevail.

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. 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. All referenced projects must be completed within the last five years from this project's bid opening date.

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## NOTICE TO BIDDERS

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All referenced projects must be for installation of concrete sidewalk facilities, concrete grinding/slicing, tree removal and replacement, and minor irrigation repair work.

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

It is the City of Arroyo Grande'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:

1375 Ash Street  
Arroyo Grande, CA 93420.

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 with 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.

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 BASE BID.

The City intends to award a contract to the responsive and responsible bidder with the lowest base bid price. All bids submitted shall be in accordance with the provisions of the contract documents. The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. City may waive any minor irregularities in the bids. Any bid may be withdrawn prior to bid opening but not afterward.



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## NOTICE TO BIDDERS

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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.

### **Deposit of Securities in Lieu of Retainage.**

The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

### **Agreement to Assign.**

In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

### **ACCOMMODATION**

If any accommodations are needed to participate in the bid process, please contact the Public Works Department at (805) 473-5460. Requests should be made as soon as possible to allow time for accommodation.

**NOTICE TO BIDDERS**

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## BID BOOK

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All bid forms must be completed and submitted with your bid. Failure to submit these forms and required bid bond will be 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
4. any supplemental project information

and propose to furnish all:

5. materials
6. labor

to complete all the required work satisfactorily in compliance with

7. plans
8. specifications
9. special provisions

for the prices set forth in the bid item list:

### BID ITEM LIST FOR 2021 CONCRETE REPAIRS PROJECT SPECIFICATION NO. PW 2021-02

Item No.	SS <sub>(1)</sub>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
<b>BASE BID – See Planset</b>						
1	3	Mobilization, Bonds & Insurance	LS	1		
2	12-1.04	Traffic Control	LS	1		
3	13-1.04	Water Pollution Control Plan	LS	1		
4	73-1.04	Remove and Replace Concrete Sidewalk	SF	887		
5	73-1.04	Remove and Replace Standard Curb and Gutter	LF	75		
6	15-1.04	New City Water Meter Box	EA	3		
7	73-1.04	Remove and Replace Driveway Approach	SF	380		
8	17-2.04	Removal of City Street Trees	EA	2		
9	20-3.02D	Replacement Tree – Arbutus Marina (AG Std 8220 & 8260)	EA	1		
10	39-1.04	Remove and Replace HMA to conform with existing (1/2" HMA Type A PG 64-10)	SF	388		
11	20-3.02D	Ice Plant Plugs in Jute Netting	SF	1160		
12	19-2.04	Grading of Hillside and Removal of Excess Material	LS	1		

## BID BOOK

Item No.	SS <sup>(1)</sup>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
13	73-1.04	Integral 8" Concrete Retaining Curb (Height = 24")	LF	137		
14	73-1.04	New Sidewalk (AG Std 4110)	SF	758		
15	73-1.04	New Curb and Gutter (AG Std 4030)	LF	137		
16	73-5.04	Ribbon Brickwork	LF	111		
17	20-5.02D	Remove and Replace 2x6 Headerboard	LF	161		
18	15-1.04	Existing Water Fountain to be capped	EA	1		
19	15-1.04	Reinstall City Trash Can	EA	1		
20	15-1.04	Reinstall City Benches	EA	1		
21	73-5.04	Remove and Replace Brickwork/Concrete with Exposed Aggregate Concrete (AG Std. 4130)	SF	1015		
<b>Base Bid Total</b>					<b>\$</b>	

<b>ADD ALTERNATE NO. 1 – Additional Section of 208-214 East Branch Street</b>						
22	73-5.04	Ribbon Brickwork	LF	8		
23	73-5.04	Remove and Replace Brickwork/Concrete with Exposed Aggregate Concrete (AG Std. 4130)	SF	457		
<b>Add Alternate No. 1</b>					<b>\$</b>	

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

### BID SUMMARY

<b>BASE BID</b>	<b>\$</b>
<b>ADD ALTERNATE NO. 1</b>	<b>\$</b>
<b>TOTAL PROJECT BID = (Base Bid + Alternate Bids)</b>	<b>\$</b>
<b>Company Name:</b>	

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## BID BOOK

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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 5-1.13A 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 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 Number	Address and Phone Number of Office, Mill or Shop	Specific Description of Subcontract	% of Total Base Bid
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Attach additional sheets as needed.

**BID BOOK**

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**NONCOLLUSION 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 BOOK**

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***CERTIFICATE OF WORKERS' COMPENSATION INSURANCE***

PROJECT: 2021 CONCRETE REPAIRS PROJECT, PW 2021-02

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

## BID BOOK

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***Bidder Acknowledgements***

By signing below, the bidder acknowledges and confirms that this bid is based on the information contained in the 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 Arroyo Grande.

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)

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

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

Indicate One:  Sole-proprietor     Partnership     Corporation

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

Name	Title
Name	Title
Name	Title
Name	Title



**BID BOOK**

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

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

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

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

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

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

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

DIR Number \_\_\_\_\_

Date \_\_\_\_\_

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**BID BOOK**

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**Qualifications**

Failure to furnish complete reference information, as specified in this project's Notice to Bidders, is cause to reject the bid.

**Reference Number 1**

Customer Name & Contact Individual	
Telephone & Fax Number	
Street Address, City, State, Zip Code	
Is this similar to the project being bid? 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 BOOK**

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**Reference Number 2**

Customer Name & Contact Individual	
Telephone & Fax Number	
Street Address, City, State, Zip Code	
Is this similar to the project being bid? 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 BOOK**

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**Reference Number 3**

Customer Name & Contact Individual	
Telephone & Fax Number	
Street Address, City, State, Zip Code	
Is this similar to the project being bid? 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 BOOK**

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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 Arroyo Grande 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 Arroyo Grande, 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 Arroyo Grande 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\_\_\_\_\_.

**BID BOOK**

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**Bidder Principal:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name:

Title:

**Surety:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Bidder's signature is not required to be notarized. Surety's signature must be notarized.  
Equivalent form may be substituted

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## SPECIAL PROVISIONS

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### 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 Arroyo Grande, Department of Public Works:

1. 2021 Concrete Repairs Project, PW 2021-02 Special Provisions
2. City of Arroyo Grande Engineering Standards and Standard Specifications – 2016 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 Arroyo Grande's Standard Specifications.

Failure to comply with the provisions of these sections is a material breach of contract:

1. Sections 6 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

**Replace Holiday in Section 1-1.07B Glossary with:**

**Holiday:** Holiday shown in the following table for 2021:

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## SPECIAL PROVISIONS

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### 2021 Holidays

Holiday	Date observed
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	January 18 <sup>th</sup>
Lincoln's Birthday	February 12 <sup>th</sup>
President's Day	February 15 <sup>th</sup>
Memorial Day	May 31 <sup>st</sup>
Independence Day	July 5 <sup>th</sup>
Labor Day	September 6 <sup>th</sup>
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	November 25 <sup>th</sup>
Day Following Thanksgiving	November 26 <sup>th</sup>
Day Before Christmas	December 24 <sup>th</sup>
Christmas	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup>

**Replace Section 1-1.12 with:**

**1-1.12 MISCELLANY**

Make checks and bonds payable to the City of Arroyo Grande.

### 4 SCOPE OF WORK

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

The work should be in compliance with the City Standards and the special provision for general, material, construction, and payment specifics. The reference to specific sections does not relieve the Contractor from compliance with State and local statutes, City Standards, and the Contract Documents.

### 5 CONTROL OF WORK

**Add to Section 5-1.36D Nonhighway Facilities**

Existing third-party (non-City-owned) utilities are shown on project plans for information purposes only. It is your responsibility to contact "Underground Service Alert USA" and have site marked prior to start of excavation or sawcutting. The City of Arroyo Grande is not responsible for any:

- damages
- costs
- delay
- expenses

resulting from a third-party underground facility operator's failure to comply with stipulations as set forth in 4216.7.(c) of California Government Code.

**Add to Section 5-1.43A General**

Potential claim forms are located on the Caltrans' website:

<http://www.dot.ca.gov/hq/construc/forms.htm>



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## SPECIAL PROVISIONS

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Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City.

### 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

#### **Delete from 6<sup>th</sup> paragraph of Section 7-1.03 PUBLIC CONVENIENCE**

Delete “in Arroyo Grande” from the phrase, “Of two individuals in Arroyo Grande,”.

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

Work hours are restricted to 8:00 a.m. to 5:00 p.m. on all streets.

Provide traffic control plan at or before the preconstruction meeting. Traffic control plan must be drawn to scale. Upon approval of the traffic control plan, the City will issue a no-fee Encroachment Permit. Permittee (Contractor) is responsible to comply with all conditions of the traffic control plan. Complete work using due diligence in order to restore free flowing of traffic in a safe manner.

## DIVISION II GENERAL CONSTRUCTION

### 13 WATER POLLUTION CONTROL

#### **Add to 2<sup>nd</sup> paragraph in Section 13-1.01A Summary**

A minor WPCP plan form may be obtained on the City’s website:

<https://www.arroyogrande.org/DocumentCenter/View/3155/Water-Pollution-Control-Plan-for-Minor-Projects>

### 15 EXISTING FACILITIES

#### **Add to Section 15-1.03 CONSTRUCTION**

The Contractor shall preserve any existing utility facilities within the project area unless otherwise noted.

Before construction, city trash cans will be moved to the side and protected. Post-construction, return city trash cans to their original position and state.

Before construction, city concrete benches will be moved to the side and protected. Old mastic will be scrapped off. Post-construction, return city concrete benches to their original position and mount benches to the surface with mastic similar to the original.

Before construction, the city water fountain plaque will be removed and delivered to the City. During demolition, remove the water fountain and cap the existing water line.

#### **Add to Section 15-1.04 Payment**

Protection and Replacement of existing city facilities (trash cans, benches, water fountains, plaques) shall be paid on a unit cost basis as identified in the Bid Schedule.

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## SPECIAL PROVISIONS

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### DIVISION III EARTHWORK AND LANDSCAPE

#### 17-2 CLEARING AND GRUBBING

**Add to Section 17-2.01 General**

Comply with City of Arroyo Grande Municipal Code Chapter 12.16- Community Tree Program.

All tree removal work is to be overseen by an International Society of Arboriculture Certified Arborist following best management practices as established by the International Society of Arboriculture (ISA) and Tree Care Industry Association ANSI A300 standards.

**Add to Section 17-2.03A General**

Mark all trees to be removed with a dot of red paint on the trunk side facing the street. City Staff must verify all trees for removal before work.

Submit a Traffic Control Plan for approval by the City Engineer in advance of any work that impacts a travel way.

Notify and coordinate with the utility company for the removal of branches extending through power and/or telephone lines, so removal operations will not be delayed.

Protect sidewalks, curbs, streets, other public and private facilities, housing property, and automobiles from damage.

The Contractor shall locate, protect and preserve all existing landscape irrigation adjacent to the project areas and is responsible for repairing or replacing any existing landscape irrigation damaged during construction activities.

**Add to Section 17-2.03B Clearing**

Clear trees indicated for removal on the plans.

**Replace Section 17-2.03C Grubbing with the following:**

Grub all construction areas around trees to be removed to a minimum depth of 12-inches in a 3-foot radius around the existing tree or as necessary to remove all trees, existing stumps, roots, buried logs, root barriers, and other objectionable material. All such items visible on the surface will be removed. Grubbing and tree root grinding is required to a minimum depth of 24-inches within 1.5 feet of the existing tree or as necessary to allow for a new tree to be planted in the exact location as the existing tree. Do not leave any "hump" or mounds in the parkway area adjacent to the tree removal area.

Backfill all parkway areas with native topsoil to provide a level surface that is flush with the new and existing facilities.

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## SPECIAL PROVISIONS

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**Replace Section 17-2.03D Disposal of Materials with the following:**

Dispose of all objectionable materials resulting from clearing and grubbing activities.

**Replace Section 17-2.04 Payment with the following:**

Payment for tree removal is paid on a unit cost basis as identified in the Bid Schedule.

### 19 EARTHWORK

**Replace Section 19-2.04 Payment with the following:**

Payment for "Grading of Hillside and Removal of Excess Material" is on a lump sum basis. It includes excavating, grading, and removing all excess materials within the defined project limits. The Contractor is responsible for verifying and adjusting estimated quantities as necessary.

### 20 LANDSCAPE

**Add the following to Section 20-3.01B(2)(b)(ii) Carpobrotus and Delosperma Cuttings**

When removing ice plant, use the following to make ice plant plugs to be replanted in jute netting after construction:

Carpobrotus Cuttings - Take tip cuttings from healthy, vigorous Carpobrotus and Delosperma plants that are free of pests and disease.

Carpobrotus cuttings must be 10 inches or more in length and not have roots. Plant ground cover plants 1 foot on center.

## DIVISION IV SUBBASES AND BASES

### 26 AGGREGATE BASES

**Replace Section 26-1.04 Aggregate Bases with the following:**

Unless specifically called out in the Bid Schedule, measurement and payment for aggregate base shall be made as a part of the types of work in which they are utilized.

## DIVISION V SURFACING AND PAVEMENTS

### 39 ASPHALT CONCRETE

**Replace Section 39-3.02D Replace Asphalt Concrete Surfacing with the following:**

Payment for removal and replacement of hot mix asphalt is included in the price for the work unless specifically called out in the Bid Schedule.

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## SPECIAL PROVISIONS

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### DIVISION VIII MISCELLANEOUS CONSTRUCTION

#### 73 CONCRETE CURBS AND SIDEWALKS

**Add to Section 73-1.03A General**

During demolition of the sidewalk near the stone veneer on the retaining wall, sawcut close to face and break out all concrete from underneath wall. Up to 1 inch of the veneer face of the wall can be removed to break out existing concrete. Pour new form flush with the bottom of the existing wall and repair any damage to the veneer face.

**Add to Section 73-4.03B Tile**

No Tile will be used in this project. Instead, the existing brick will be cleaned and reused as ribbon cross-sections as shown in the plan set. All specifications for the village-style tile will be applied to the brick unless otherwise noted in the plan set.

Extra brick that can not be used in the new design will be preserved and brought to the City Corp Yard located a 1375 Ash Street, Arroyo Grande, CA.

**Add to Section 73-1.04 PAYMENT**

Payment for ribbon brickwork is on a linear foot basis.

**APPENDICES**

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**APPENDIX A - FORM OF AGREEMENT**

**CONTRACT**

for the Construction of:  
**2021 CONCRETE REPAIRS PROJECT, PW 2021-02**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF ARROYO GRANDE**, a municipal corporation of the State of California, hereinafter designated City, party of the first part, and **<CONTRACTORS NAME>**, hereinafter designated as Contractor, party of the second part,

**WITNESSETH:** That the parties hereto do mutually agree as follows:

**ARTICLE I. Scope of Work.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees with City to furnish all materials, equipment and labor and construct facilities for City, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached, and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by City, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

**BID ITEM LIST FOR  
2021 CONCRETE REPAIRS PROJECT  
SPECIFICATION NO. PW 2021-02**

Item No.	SS <sub>(1)</sub>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
<b>BASE BID – See Planset</b>						
1	3	Mobilization, Bonds & Insurance	LS	1		
2	12-1.04	Traffic Control	LS	1		
3	13-1.04	Water Pollution Control Plan	LS	1		
4	73-1.04	Remove and Replace Concrete Sidewalk	SF	887		
5	73-1.04	Remove and Replace Standard Curb and Gutter	LF	75		
6	15-1.04	New City Water Meter Box	EA	3		
7	73-1.04	Remove and Replace Driveway Approach	SF	380		
8	17-2.04	Removal of City Street Trees	EA	2		
9	20-3.02D	Replacement Tree – Arbutus Marina (AG Std 8220 & 8260)	EA	1		

## APPENDICES

Item No.	SS <sup>(1)</sup>	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
10	39-1.04	Remove and Replace HMA to conform with existing (1/2" HMA Type A PG 64-10)	SF	388		
11	20-3.02D	Ice Plant Plugs in Jute Netting	SF	1160		
12	19-2.04	Grading of Hillside and Removal of Excess Material	LS	1		
13	73-1.04	Integral 8" Concrete Retaining Curb (Height = 24")	LF	137		
14	73-1.04	New Sidewalk (AG Std 4110)	SF	758		
15	73-1.04	New Curb and Gutter (AG Std 4030)	LF	137		
16	73-5.04	Ribbon Brickwork	LF	111		
17	20-5.02D	Remove and Replace 2x6 Headerboard	LF	161		
18	15-1.04	Existing Water Fountain to be capped	EA	1		
19	15-1.04	Reinstall City Trash Can	EA	1		
20	15-1.04	Reinstall City Benches	EA	1		
21	73-5.04	Remove and Replace Brickwork/Concrete with Exposed Aggregate Concrete (AG Std. 4130)	SF	1015		
<b>Base Bid Total</b>					<b>\$</b>	

<b>ADD ALTERNATE NO. 1 – Additional Section of 208-214 East Branch Street</b>						
22	73-5.04	Ribbon Brickwork	LF	8		
23	73-5.04	Remove and Replace Brickwork/Concrete with Exposed Aggregate Concrete (AG Std. 4130)	SF	457		
<b>Add Alternate No. 1</b>					<b>\$</b>	

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

### BID SUMMARY

<b>BASE BID</b>	<b>\$</b>
<b>ADD ALTERNATE NO. 1</b>	<b>\$</b>
<b>TOTAL PROJECT BID = (Base Bid + Alternate Bids)</b>	<b>\$</b>
<b>Company Name:</b>	

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## APPENDICES

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**ARTICLE II. Compensation and Payment.** For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by City; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the City Engineer under them, City will pay and Contractor shall receive as full compensation therefore the amounts for such work as installed for the unit prices bid therefore in accordance with the proposal of Contractor.

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the City to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the City

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**ARTICLE III. Full Performance.** City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

**ARTICLE IV. Contract Documents.** Contract Documents shall consist of The Notice to Contractors, the Statement of Prevailing Wages, the Bid Requirements, the Contract Bid, the Bond for Faithful Performance, the Bond for Materials and Laborers, the Contract Agreement, the Standard Specifications & Engineering Standards, the Special Provisions and the Project Plans mentioned therein and titled “**2021 Concrete Repairs Project, PW 2021-02**” all of which are hereto attached and are hereby incorporated in and made a part of this Contract.

**ARTICLE V. Bonds.** Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in

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## APPENDICES

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an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to City and in the form prescribed by law.

**ARTICLE VI. Time for Completion.** All of Contractor's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) working days from the start of contract time. Contractor shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the City comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within 30 consecutive working days.

**ARTICLE VII. Liquidated Damages.** Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor shall pay to the City the sum of five hundred (\$500.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This paragraph does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to the Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

**ARTICLE VIII. Indemnification.** Contractor shall indemnify the City as set forth in Section 7-1.05 of the Standard Specifications and Engineering Standards.

**ARTICLE IX. Insurance.** Contractor shall provide insurance as set forth in Section 7-1.06 of the Standard Specifications and Engineering Standards. Maintenance of required insurance coverage is a material element of this Contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this Contract.



**APPENDICES**

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**ARTICLE X. Governing Documents.** 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 or proposal therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

**ARTICLE XI. Compliance with Statutes and Regulations.** Contractor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**ARTICLE XII. Notice.** All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by personal service or by first class mail, postage prepaid, addressed to the parties as follows:

City:           City Clerk  
                  City of Arroyo Grande  
                  300 East Branch Street  
                  Arroyo Grande, California 93420

Contractor: \_\_\_\_\_  
                  \_\_\_\_\_  
                  \_\_\_\_\_  
                  \_\_\_\_\_

**ARTICLE XIII. Severability.** If any part of this Contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

**ARTICLE XIV. Governing Law; Jurisdiction.** This Contract will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Contract will be in San Luis Obispo County, California.

**ARTICLE XV. Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

**ARTICLE XVI. Provisions Required by Law.** Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

## APPENDICES

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The following statutorily required provisions hereby apply to this contract:

**Record Audit.** In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**Retention of Securities.** Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

**Claims.** In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

**Prevailing Wages and DIR Registration.** In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the City has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at [www.dir.ca.gov/dslr/PWP/index.htm](http://www.dir.ca.gov/dslr/PWP/index.htm) or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

The City will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

**APPENDICES**

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In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**IN WITNESS WHEREOF:** The parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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## APPENDICES

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### Attachment: Public Contract Code Section 9204

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
  - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.
  - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
  - (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

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## APPENDICES

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- (B) “Public entity” shall not include the following:
  - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
  - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
  - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
  - (v) The Military Department as to any project under the jurisdiction of that department.
  - (vi) The Department of General Services as to all other projects.
  - (vii) The High-Speed Rail Authority.
  
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
  
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
  
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
  
- (B) The claimant shall furnish reasonable documentation to support the claim.
  
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following

## APPENDICES

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the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2)
- (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
  - (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
  - (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
  - (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

## APPENDICES

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- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.

## APPENDICES

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- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

**-- END OF CONTRACT --**



**APPENDICES**

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**PAYMENT BOND (FOR LABOR AND MATERIAL)**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Arroyo Grande, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said Principal has been awarded and is about to enter into a written contract with the City of Arroyo Grande for the work described in CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF, **“2021 Concrete Repairs Project, PW 2021-02”**, which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said City to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Principal, as Contractor in said contract, or Principal's Subcontractor, fail to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work contracted to be done, or for amounts due under the employment Insurance Act with respect to work or labor performed by any such claimant, said Surety shall pay for the same. In an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is pursuant to the provisions of Ch 7 Div. 3, Pt. 4, Tit. 15, of the Civil Code of the State of California, and shall insure to the benefit of any of the persons referred to in said Civil Code Section 3181, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said City to said Principal shall exonerate any Surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extension of time granted under the provisions of said contract release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

**APPENDICES**

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WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

**-- END OF PAYMENT BOND --**

**APPENDICES**

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**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and

\_\_\_\_\_ as Surety, are held and firmly bound unto the City of Arroyo Grande, in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum, well and truly to be made, has been awarded and is about to enter into a written contract with the City of Arroyo Grande for the work described in the CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF THE **“2021 Concrete Repairs Project, PW 2021-02”** which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said contract on Principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said City to said Principal shall exonerate any Surety unless the City Council of said City shall have actual notice that such payment is premature at the time it is ordered by said Council, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

**-- END OF FAITHFUL PERFORMANCE BOND --**

## APPENDICES

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