



# CITY OF MORRO BAY PUBLIC WORKS ADVISORY BOARD AGENDA

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*The City of Morro Bay provides essential public services and infrastructure to maintain a safe, clean and healthy place for residents and visitors to live, work and play.*

## REGULAR MEETING Wednesday, August 18, 2021 – 5:30 PM Held Via Teleconference

ESTABLISH QUORUM AND CALL TO ORDER  
MOMENT OF SILENCE  
PLEDGE OF ALLEGIANCE  
BOARD MEMBERS ANNOUNCEMENTS AND PRESENTATIONS

ELECTION OF CHAIR

### PUBLIC COMMENT

*Pursuant to Executive Order N-08-21, issued by Governor Newsom on June 11, 2021, this Meeting will be conducted telephonically through Zoom and broadcast live on Cable Channel 20 and streamed on the City website (click [here](#) to view). Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Veterans' Hall will not be open for the meeting.*

### Public Participation:

*In order to prevent and mitigate the effects of the COVID-19 pandemic, and limit potential spread within the City of Morro Bay, in accordance with Executive Order N-08-21, the City will not make available a physical location from which members of the public may observe the meeting and offer public comment. Remote public participation is allowed in the following ways:*

- *Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the Public Works' office at [PWAB@morrobayca.gov](mailto:PWAB@morrobayca.gov) prior to the meeting and will be published on the City website with a final update one hour prior to the meeting start time. Agenda correspondence received less than an hour before the meeting start time may not be posted until after the meeting.*
- *Members of the public may watch the meeting either on cable Channel 20 or as streamed on the City [website](#).*
- *Alternatively, members of the public may watch the meeting and speak on a specific agenda item by logging in to the Zoom webinar at the **beginning** of the meeting using the information provided below. Please use the **"raise hand"** feature to indicate your desire to provide public comment. Each speaker will be allowed three minutes to provide input.*

*Please click the link below to join the webinar:*

- <https://us02web.zoom.us/j/82722747698?pwd=aWZpTzcwTHlRTk9xaTlmWVNWRWFUQT09> Password: 135692
- *Or Telephone Attendee: 1 (408) 638-0968 or 1 (669) 900 6833 or 1 (346) 248 7799; Webinar ID: 827 2274 7698; Password: 135692; Press \* 9 to "Raise Hand" for Public Comment*

A. CONSENT AGENDA

A-1 APPROVAL OF MINUTES FOR THE JUNE 16, 2021 PUBLIC WORKS ADVISORY BOARD REGULAR MEETING

**Recommendation:** Approve as submitted.

A-2 DIRECTOR'S REPORT - SUMMARY OF CURRENT PUBLIC WORKS ACTIVITIES

**Recommendation:** Information item, no action needed.

A-3 CITY PARK TRANSIT HUB IMPROVEMENTS UPDATE

**Recommendation:** Information item, no action needed.

A-4 CITY WAYFINDING SIGNAGE PROGRAM UPDATE

**Recommendation:** Information item, no action needed.

B. BUSINESS ITEMS

B-1 WATER RECLAMATION FACILITY (WRF) PROJECT UPDATE  
(Verbal Presentation, No Staff Report)

**Recommendation:** Information item, no action needed.

B-2 REVIEW OF POTENTIAL CHANGE ORDERS (PCO) FOR THE WATER RECLAMATION FACILITY PROJECT

**RECOMMENDATION:** Staff recommends the Board provide input regarding the potential change orders for the Water Reclamation Facility (WRF).

B-3 CONTINUED REVIEW FROM JUNE 16, 2021 - CITY COUNCIL GOALS AND OBJECTIVES UPDATE, AND RECEIPT OF PUBLIC WORKS ADVISORY BOARD INPUT INTO THE UPCOMING 2021/2022 GOAL SETTING PROCESS

**Recommendation:** Staff recommends the PWAB continue its review from the June 16, 2021 meeting of the staff update on the City Goals progress and provide input regarding goals and action items to share with City Council ahead of their review of the City Goals for 2021/2022.

C. FUTURE AGENDA ITEMS

- a. September 2021
  - i. Impacts of Senate Bill 1383 on Waste Management (Informational Item)
- b. October 2021
  - i. Joint Meeting with Recreation and Parks Commission: City Parks Tour

D. ADJOURNMENT

The next Regular meeting will be held on Wednesday, September 15, 2021 at 5:30 p.m. via teleconference.

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This agenda is subject to amendment up to 24 hours prior to the date and time set for the meeting. Please refer to the agenda posted at the Public Works Department, 955 Shasta Avenue, for any revisions or call the department at 772-6263 for further information.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (805) 772-6263 at least 24 hours prior to the meeting to ensure reasonable arrangements can be made to provide accessibility to this meeting.

*The Public Works Advisory Board conducted this meeting in accordance with Section 3 of California Governor Newsom’s Executive Order N-29-20 issued on March 17, 2020 in response to the present State of Emergency in existence due to the threat of COVID-19. This meeting was held via teleconference for all participants.*

- |          |   |  |
|----------|---|--|
| PRESENT: | Doug Rogers<br>Laurie Beale<br>Steven Francis<br>Ian Gaffney<br>Ted Schade                                      | Vice Chair<br>Board Member<br>Board Member<br>Board Member<br>Board Member   |
| ABSENT:  | John Erwin  | Board Member   |
| STAFF:   | Scott Collins<br>Greg Kwolek<br>Joe Mueller<br>Rob Livick<br>Janeen Burlingame<br>Damaris Hanson<br>Matt Bishop | City Manager<br>Public Works Director<br>Utilities Division Manager<br>City Engineer<br>Management Analyst<br>Environmental Programs Manager<br>Consolidated Maintenance Lead Supervisor |

**ESTABLISH QUORUM, CALL TO ORDER**

The meeting was called to order at 5:30 P.M. with all Board members except Torrey Byles in attendance.

**BOARDMEMBERS ANNOUNCEMENTS**

Vice Chair Doug Rogers announced that Chair Torrey Byles resigned from the Board, stating the need to elect a new Chair.

**PUBLIC COMMENT**

<https://youtu.be/i2aza21tRCo?t=248>

The public comment period was opened, seeing none, the public comment period was closed.

**CONSENT AGENDA**

<https://youtu.be/i2aza21tRCo?t=265>

**A-1 APPROVAL OF MINUTES FOR THE MAY 19, 2021 PUBLIC WORKS ADVISORY BOARD REGULAR MEETING**

MOTION: Ted Schade moved to approve A-1. The motion was seconded by Ian Gaffney and carried 5-0 unanimously.

**BUSINESS ITEMS**

**B-1 DIRECTOR’S REPORT**  
<https://youtu.be/i2aza21tRCo?t=314>

Greg Kwolek, Matt Bishop, Janeen Burlingame, Damaris Hanson, Joe Mueller, and Rob Livick presented the Director’s Report.

Discussion, comments, and questions amongst Board members and staff.

The public comment period was opened, seeing none, the public comment period was closed.

B-2 CITY COUNCIL GOALS AND OBJECTIVES UPDATE, AND RECEIPT OF PUBLIC WORKS ADVISORY BOARD INPUT INTO THE UPCOMING 2021/2022 GOAL SETTING PROCESS  
<https://youtu.be/i2aza21tRCo?t=1733>

Scott Collins presented the staff report.

Discussion, comments, and questions amongst Board members and staff.

The public comment period was opened, and seeing none, the public comment period was closed.

MOTION: Laurie Beale moved to continue discussion of this item to the August 18, 2021 meeting. The motion was seconded by Ted Schade and carried 5-0 unanimously.

FUTURE AGENDA ITEMS

<https://youtu.be/i2aza21tRCo?t=4116>

ADJOURNMENT

The meeting adjourned at 6:42 P.M.

Recorded by:

Janeen Burlingame  
Management Analyst



AGENDA NO: B-1

MEETING DATE: August 18, 2021

## MEMORANDUM

**TO:** Public Works Advisory Board  
**CC:** City Manager  
**DATE:** August 12, 2021  
**FROM:** Gregory Kwolek – Public Works Director

**SUBJECT: Director's Report / Information Items**

Please contact the individual staff members prior to the meeting for more detailed information.

**Notify Me:** Sign up for Notify Me on the City's Website [www.morrobayca.gov/notifyme](http://www.morrobayca.gov/notifyme) to be notified by email when Council, Board's and Commission's agendas and minutes are posted on the website.

**Service Requests:** Citizens can report a concern to the City for predetermined issues without the need to phone the City during business hours (for example: reporting a pothole) by using a feature on the City's website, Service Requests [www.morrobayca.gov/905/Service-Requests](http://www.morrobayca.gov/905/Service-Requests), or the mobile App (available on both Android and IOS operating systems).

Staff can also add Service Requests for someone over the phone or in the office if they do not have access to a computer. Each category in Service Requests is assigned to the appropriate staff member to handle so citizens don't have to figure out what department to contact for an issue they need to report on.

# CONSOLIDATED MAINTENANCE

Staff Contact: Matt Bishop

## Streets/Misc.

- 8 tons of HMA skin patch repairs were made in various locations on Jamaica St. and Island St.
- Pressure washed bird droppings off of 620 linear ft. of sidewalk in the downtown area.

## Parks

- Replaced broken water irrigation main line from water meter to backflow device at Del Mar Park.
- Installed temporary power pole and set electrical panel to service boardwalk lights and outlets after building demolition at Coleman Park.
- Repaired broken irrigation lateral and replaced pressure reducer at the Lila Keiser Park fields.
- Installed and landscaped large dry creek bed feature behind restroom building at the Cloisters Park.

## Facilities

- Replaced 40-gallon water heater and fittings at the MBPD.
- Disassembled, remove, and recycled large, rusted skate park ramp at the Teen Center.
- Repaired drywall and painted the Studio, Conference Rm., and Auditorium at the Community Center.
- Stripped wax off floors and re-surfaced hallway and restrooms at the City Hall.



# TRANSIT AND TROLLEY

Staff Contact  
Janeen Burlingame



**Morro Bay Trolley**

**DAYS AND HOURS**  
June 5, 2021 - October 3, 2021  
Saturday and Sunday  
10 AM - 5 PM

**Face masks required.**

**North Route - Approximate 15 minute loop**  
1. Morro Strand State Park Campground  
2. Market at Morro Bay Blvd.  
(transfer point to Downtown route)  
3. Embarcadero at Giant Chessboard

**Downtown Route - Approximate 15 minute loop**  
1. Morro Bay State Park Campground  
(transfer point to North route)  
2. Embarcadero at Giant Chessboard  
3. Morro Bay Blvd. at Main (south side of street)  
4. Morro Bay Blvd. at Napa (south side of street)  
5. Kennedy Way at Ketchikan Ave.  
6. Morro Bay Blvd. at Napa (north side of street)  
7. Morro Bay Blvd. at Monterey (north side of street)

**FARE - \$1.00**  
Children under 2 ride free (limit 2 per fare paying rider)

**Please have exact fare, drivers do not carry change. No pets allowed on trolleys.**

For more information call 1-805-722-2744 or visit [www.morrobayga.gov/trolley](http://www.morrobayga.gov/trolley)

- The 2021 Trolley season began June 5 and will run through October 3 on Saturdays and Sundays from 10 AM to 5 PM. Two routes servicing the Morro Strand and State Park campgrounds bring riders into the Downtown and Waterfront areas. Due to continued impacts from COVID-19, passenger capacity is limited to provide for physical distancing when riding. In addition, face masks are required per CDC and TSA orders. For more information, see the [Trolley Route Flyer](#).
- On July 22, a Request for Proposals was released seeking proposals from qualified Civil Engineering design firms for the design improvements at the City Park Transit Hub. Closing date for proposals is August 19 by 2 PM. Currently, 10 firms have requested a copy of the RFP specifications. For more information, see the [City Park Transit Hub Improvements Bid Posting](#).

# WATER CONSERVATION

Staff Contact: Damaris Hanson

The City of Morro Bay has now implemented Water Conservation Requirements for **Severely Restricted Water Supply** Conditions.

Amid intensifying drought and record-breaking temperatures across the Western United States, Governor Gavin Newsom added nine counties, including San Luis Obispo, to the regional drought state of emergency, and called on Californians to voluntarily reduce their water use by 15 percent with simple measures to protect water reserves if drought conditions continue.

## CONSERVATION REGULATIONS

### Sprinkler irrigation rules for public and private landscape is permitted:

- Sprinkler irrigation of public and private landscape is **PROHIBITED** between the hours of 10:00 a.m. and 4:00 p.m. everyday.
- Sprinkler irrigation of public and private landscape is permitted.
  - Wednesday and Sunday for properties with EVEN numbered addresses
  - Tuesday and Saturday for properties with ODD numbered addresses
- **PLEASE** limit the amount of water used for irrigation purposes.

### Other outdoor water use rules:

- No water shall be used for cleaning driveways, patios, sidewalks, or other hardscapes except where necessary to protect public health or safety.
- The use of fresh water with spring loaded shut-off nozzles for washing of vehicles, boats and docks is allowed, so long as only the minimum amount of potable water is used and there are no other non-potable water alternatives.
- Any dysfunctional water fixtures in public or commercial facilities shall be repaired within three days of receipt of notification by the city.
- Use of potable water for compaction or dust control purposes in construction activities is prohibited.

# UTILITIES DIVISION

## WATER/WASTEWATER COLLECTIONS, DISTRIBUTION, TREATMENT

Staff Contacts: Damaris Hanson, Joe Mueller

### JUNE and JULY

#### WASTEWATER COLLECTIONS

- Hydro cleaned approximately 43,651 feet of City main line and video inspected 1,974 feet.
- Staff Initiated and / or Received 6 Service Request:
  - 2490 Main St., Odor Complaint
  - 898 Marina, Sewer Backing up in home
  - 2960 Beachcomber, 1 Gallon SSO from manhole
  - 2560 Koa, Sewer backing up in home
  - 464 Morro Bay Blvd, customer sewer lateral back-up
- On-call staff received 6 after hour callouts:
  - 1196 Front St, Lift Station 2 for power outage.
  - 1196 Front St, Pump 2 Overcurrent
  - 1196 Front St, Pump 3 Overcurrent
  - 1196 Front St, Power Fail
  - 1196 Front St & 1495 Quintana, LS 2 & 3 Power Fail.
  - 2601 Coral St, LS 1, Power Blip
- Inspected 9 restaurants for Fats, Oils, and Grease
- Inspected 3 lateral replacements at 3012 Beachcomber, 2560 Koa, & 545 Fresno



Manhole Rehab near Embarcadero Boat Ramp

## WATER DISTRIBUTION

Responded to seven after-hour callouts:

- 06-14-2021 4:50 PM 898 MARINA ST - Water Leak
- 07-10-2021 9:00 AM 361 DUNES ST - Water Leak
- 07-11-2021 6:29 PM 501 SEQUOIA - Water Leak
- 07-17-2021 6:50 PM 2360 MAIN ST - Hydrant Hit
- 07-18-2021 09:45 QUINTANA RD & SOUTH BAY BLVD - Hydrant Hit
- 07-23-2021 9:00 PM Elena Tank - Communication Loss
- 07-24-2021 12:45AM 2140 SUNSET AVE - Water Leak



Trench rescue training with Morro Bay Fire Department.



2360 Main Street fire hydrant



Pressure regulating valve (PRV) upgrade

## WASTEWATER TREATMENT

- Flow for the month of June averaged 1.034 million gallons per day (MGD) and totaled 31.013 million gallons.
- Flow for the month of July averaged 1.115 million gallons per day (MGD) and totaled 34.580 million gallons.
- Collected receiving water (seawater) with Harbor Patrol assistance in the Pacific Ocean at the plant's outfall location for the annual chronic toxicity test.

### Reports submitted :

- Monthly May 2021 California Integrated Water Quality System (CIWQS) Monthly Discharge-Monitoring Report (eDMR).
- Monthly May 2021 (CIWQS) Monthly Self-Monitoring Report (eSMR).
- Monthly June 2021 (CIWQS) (eDMR).
- Monthly June 2021 (CIWQS) (eSMR).
- Second Quarter 2021 Receiving Water Report (eSMR).
- Second Quarter 2021 Effluent Bacteria Report (eSMR).
- Second Quarter 2021 Progress Report – Time Schedule Order (TSO) (eSMR).
- Third Quarter 2021 (PFAS) results to the State Water Resources Control Board (SWRCB) GeoTracker – Electronic Submittal of Information (ESI) databa



# ENGINEERING/CAPITAL PROJECTS 1/2

Staff Contact: Rob Livick

The following Capital Projects are in various stages of development:

STREETS PROGRAM SUMMARY	
	2021/22 Budget Including Carryforward
<i>Street Reconstruction &amp; Resurfacing</i>	
915-9614 Annual Pavement Management Plan	\$ 1,150,000
915-8229 Highway 1 & 41 Interchange	766,617
<i>Street Maintenance, Repair &amp; Safety</i>	
915-8423 Directional Signage & Wayfinding	150,000
<i>Storm Drains</i>	
915-9949 Emergency Storm Drain Repair - Juniper & Elena	242,000
915-9933 Pipeline Along Kern & Anchor Streets SD-01A	72,600
915-9934 Pipeline Along Kern & Anchor Streets SD-01B	412,300
<b>STREETS</b>	<b>\$ 2,793,517</b>

PUBLIC FACILITIES PROGRAM	
	2021/22 Budget Including Carryforward
<i>Infrastructure</i>	
915-9508 Veteran's Hall 209 Surf -Reno-Major Maint. & Audio Visual	\$ 148,200
915-9942 New Electric Vehicle Charging Station	57,809
915-New Coleman Park Restroom Renovation	318,000
<b>PUBLIC FACILITIES</b>	<b>\$ 524,009</b>
<b>GENERAL GOV'T &amp; OTHER</b>	<b>\$ 3,346,595</b>

PARKS AND CREEK PROGRAM SUMMARY	
	2021/22 Budget Including Carryforward
<i>Park Improvements</i>	
915-8029 Bocce Ball Court (Dunes & Shasta)	29,069
<b>PARKS/CREEKS</b>	<b>\$ 29,069</b>

# ENGINEERING/CAPITAL PROJECTS 2/2

Staff Contact: Rob Livick

The following Capital Projects are in various stages of development:

Water Capital Projects	
	2021/22 Budget Including Carryforward
<i>Infrastructure</i>	
921-9932 OneWater System Imprv - Nutmeg Pressure Zone	\$ 235,797
921-9944 Water Tank Rehabilitation (6)	2,691,152
921-9927 Reskin Desal Building	200,000
921-9946 Replace RO Membrane Filters	75,401
921-9945 RO Piping Tank Modifications	300,000
<b>Total Facilities Projects</b>	<b>\$ 3,502,350</b>
<b>WATER</b>	<b>\$ 3,502,350</b>

Transit Capital Projects	
	2021/22 Budget Including Carryforward
<i>Infrastructure</i>	
920-9931 MBT - Route Signage & Information Display Cases (Completed)	
920-9947 City Park Transit Hub Improvements	473,006
<i>Equipment</i>	
920-9922 Replace One MBT Trolley (2009)	215,000
920-New Automated Fare Collection System	74,000
<i>Other</i>	
920-New ZEB Implementation Plan	\$ 40,000
<b>Total Facilities Projects</b>	<b>\$ 802,006</b>
<b>TRANSIT</b>	<b>\$ 802,006</b>

Sewer Capital Projects	
	2021/22 Budget Including Carryforward
<i>Infrastructure</i>	
922-8312 Waste Water Treatment Plant Relocation & Treatment Alternatives (WRF)	\$ 88,537,928
922-9928 OneWater Project -WasteWater Collections Main St & Atascadero Road	105,039
922-9929 OneWater Project - Waste Water Collections Upstream LS1/Beachcomber	42,126
922-9948 Upgrade Lift Station #2	70,000
<b>Total Facilities Projects</b>	<b>\$ 88,755,093</b>
<b>SEWER</b>	<b>\$ 88,755,093</b>

# WASTEWATER – NEW WRF

Staff Contact: Rob Livick



- See Item B1 on this Agenda for detailed update
- Conveyance system construction has commenced
- Work continues in accordance with City Council direction.
- Additional Information at <http://morrobaywrf.com/>
  - [Factsheet](#)
  - [Dashboard](#)



**AGENDA NO: A-3**

**MEETING DATE: August 18, 2021**

# Staff Report

**TO: Public Works Advisory Board** **DATE: August 11, 2021**

**FROM: Janeen Burlingame, Management Analyst**

**SUBJECT: City Park Transit Hub Improvements Update**

## RECOMMENDATION

Information item, no action needed.

## DISCUSSION

The current bus passenger shelter at City Park was constructed in the early 1980's and has not been significantly updated or improved since its initial construction. The facility is used by passengers from Morro Bay Transit, RTA, in addition to be a pickup/drop off for students from San Luis Coastal Unified School District (SLCUSD).

The City was awarded a \$30,000 Rural Transit Fund grant to conduct a focused study regarding potential improvements to the City Park transit hub. At its October 8, 2019 meeting, the City Council reviewed the final study and selected the Existing Site option for vehicle pull in/pull out and passenger shelter area improvements. Council also directed staff to pursue transportation grants to fully fund the improvements (see Attachment 1).

The project will provide for improvements to vehicle pull in/pull out, wheelchair loading/unloading area, construction of a new passenger shelter, and installation of new benches inside and outside of the shelter. It will also include bike amenities (racks and tool station), real-time traveler information display capability, ADA improvements to the sidewalk where transit vehicles pull in, crosswalk ramps at either end of the transit hub, and sidewalk access from the transit hub to the public restroom.

The City applied for and has been awarded two State of Good Repair discretionary grants for FY 2020/2021 and FY2021/2022, and a Rural Transit Fund FY 2020/2021 grant to use with Transportation Development Act Bikepath Local Transportation Fund monies it receives from the State and Transit Accumulation Funds to fully fund the project. No General Funds will be used.

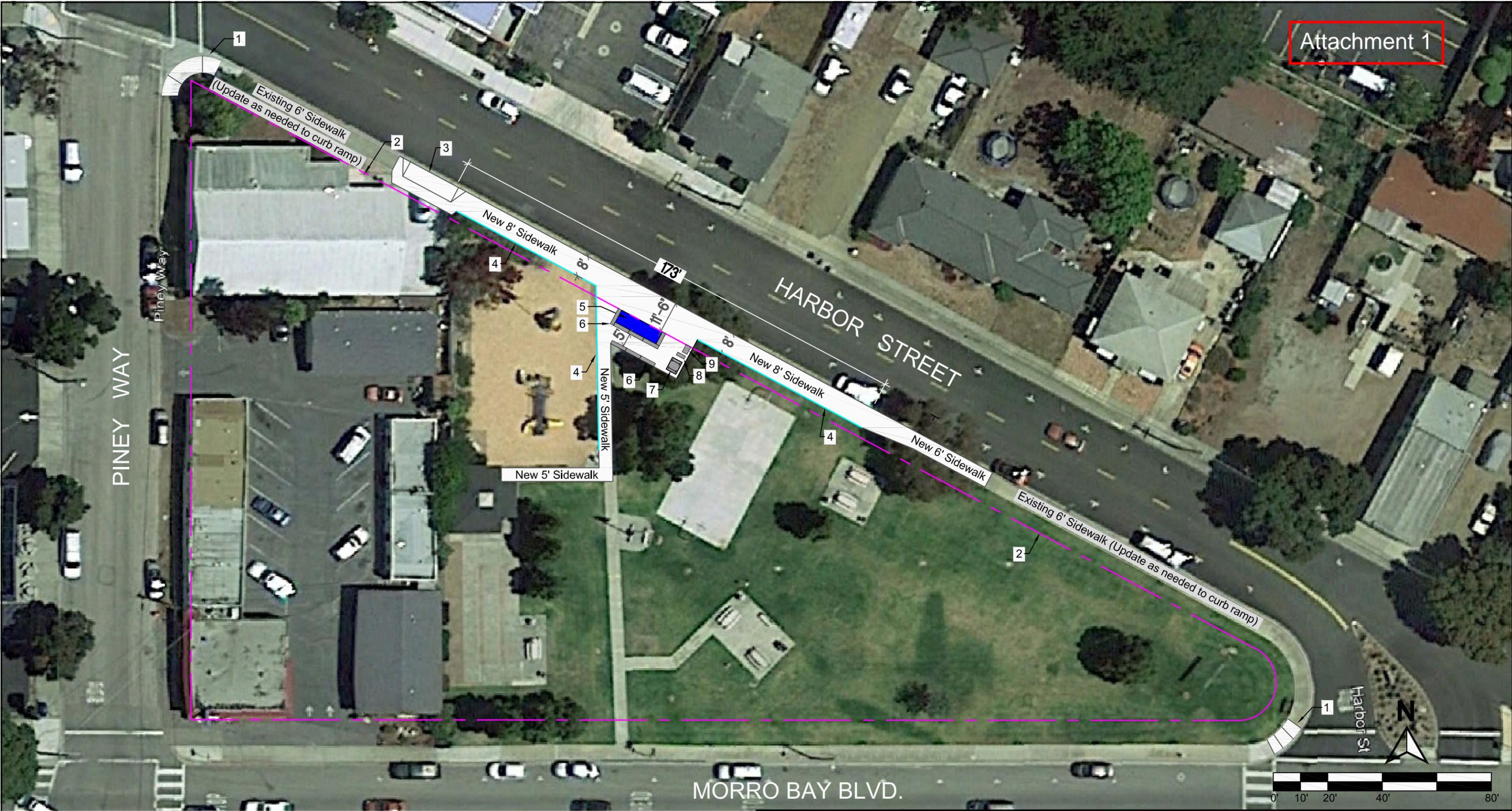
With full funding secured, staff has begun working on the next activities for the project. Below is the project schedule:

Late July - Aug. 2021:	Request for Proposals to develop construction plans/bid specifications, including contract award
Sept. - Dec. 2021:	Develop construction plans and bid specifications
Jan. - Mid-Mar. 2022:	Bid for construction, including contract award and notice to proceed
Mid Mar. 2022:	Begin construction
Late April 2022:	Project completion

On July 22, 2021, a Request for Proposals was released seeking proposals from qualified Civil Engineering design firms for the design improvements at the City Park Transit Hub. Closing date for proposals is August 19 by 2 PM. Currently, 18 firms have requested a copy of the RFP specifications.

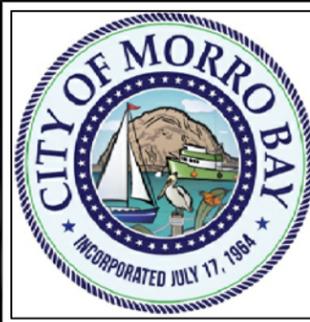
Prepared By: JB

Dept Review: \_\_\_\_\_



**PROJECT NOTES**

- 1. New Curb Ramp
- 2. Property Line
- 3. New Driveway Approach
- 4. Remove & Replace Fence
- 5. New Pre-Fab Bus Shelter
- 6. New Pre-Fab Benches
- 7. New Bike Rack
- 8. New Bike Tool Station
- 9. New Bus Ticket Vending Machine



CITY OF MORRO BAY  
 955 Shasta Ave., Morro Bay, CA 93442  
 (805)772-6261 www.morrobayca.gov

PROJECT TITLE:  
**CITY PARK TRANSIT HUB IMPROVEMENTS**  
 734 Harbor Street  
 Morro Bay, CA 93442

DRAWN BY:	P.Newman
CHECKED BY:	
APPROVED BY:	
SCALE:	
DATE:	3/4/2020
PLAN FILE NO:	
SHEET NO:	



AGENDA NO: A-4

MEETING DATE: August 18, 2021

# Staff Report

**TO:** Public Works Advisory Board

**DATE:** August 11, 2021

**FROM:** Rob Livick, PE/PLS/QSD

**SUBJECT:** City Wayfinding Signage Program Update

## **RECOMMENDATION**

Information item, no action needed.

## **DISCUSSION**

Based on community input, the City's existing directional/wayfinding signage is outdated. The City initiated a process to update signage following the adoption of the Economic Development Strategic Plan, where it was identified as a top priority.

This project will use a combination of Contractor and staff time for design, fabrication and installation of signage. The City Council approved economic development funds to support this first phase of the project, in the amount of \$150,000.

The funding source is the Economic Development Fund (Diablo Canyon Plant Closure Senate Bill 1090 funds). These funds must be used for Economic Development. Having Morro Bay be easy to navigate for residents, businesses and visitors is a worthy economic development measure. This project is mentioned as a priority project in the adopted FY2020/21 Budget. Due to staff working on other higher priority projects, the project was carried over to the current fiscal year. The City Engineer's Opinion of Probable Costs to install some 51 wayfinding signs within the City controlled right of way was estimated to be \$140,000.

Additional phases of the project including signs within the State Right of Way (State Routes 1 and 41) and on Morro Bay State Park property may be brought back to City Council for prioritization and potential funding for the FY2022/2023 budget.

In July 2020, the City's Engineering Staff completed the final plans and specifications (Attachments 1 and 2) for the Wayfinding Signage Project. The project was [advertised](#) on July 12, 2021 and bids were opened and read aloud at 2:05 p.m. on August 12, 2021. The apparent low bidder is Dekan Construction Company with a base bid of \$144,620. Staff is in the process of confirming the required submittals and verification of licensure. Once verifications are complete the City Manager can execute the construction contract.

## **ATTACHMENTS**

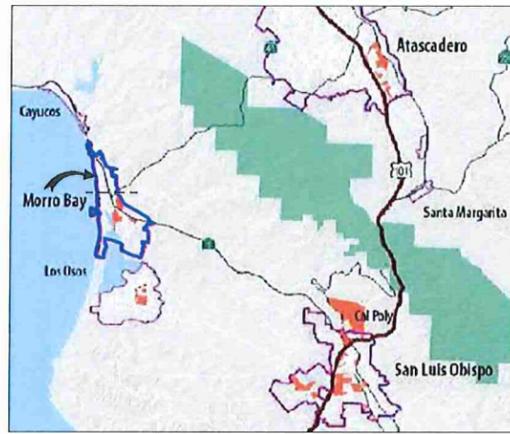
1. Project Plans
2. Project Specifications

Prepared By: RL

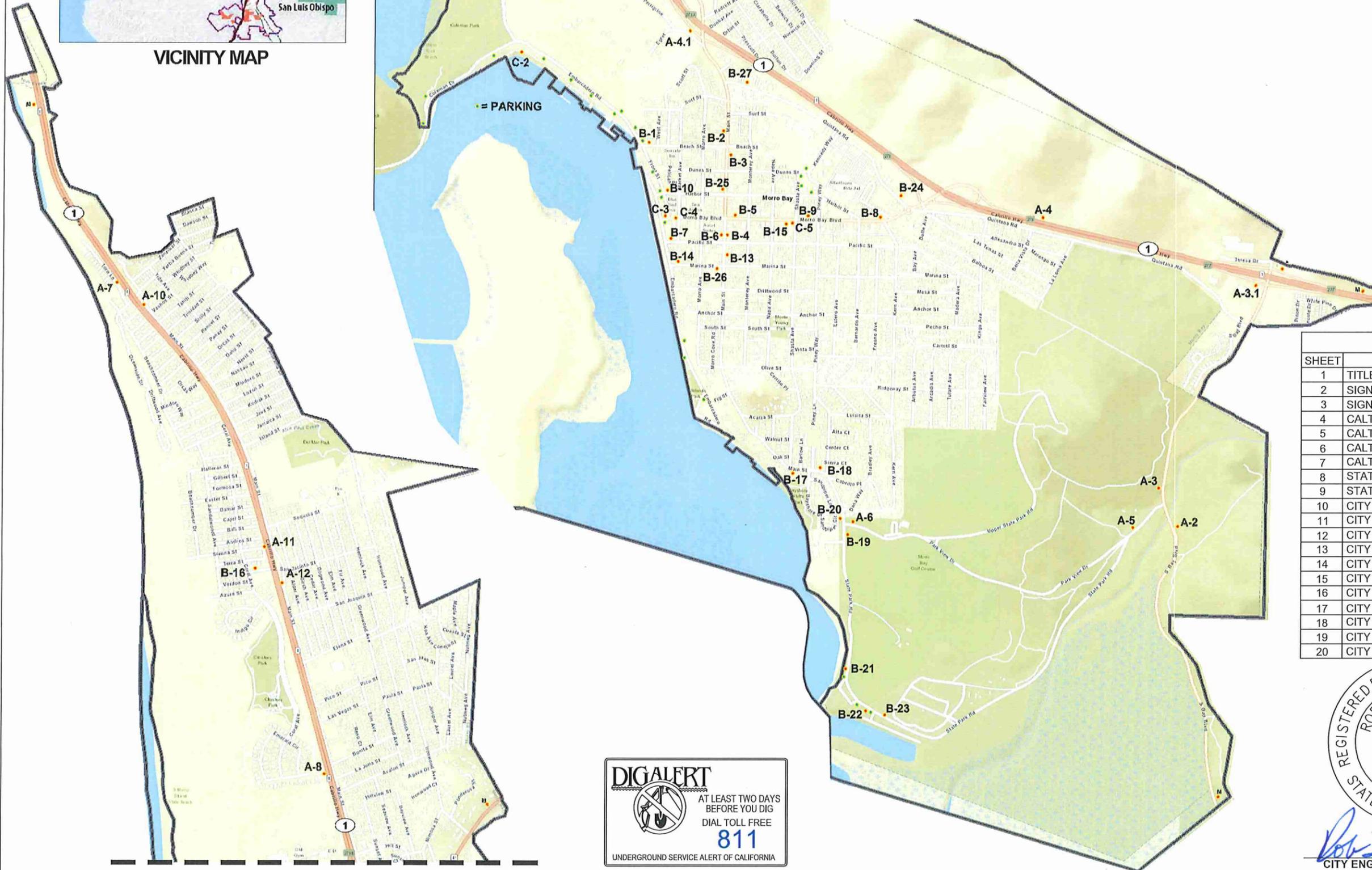
Dept Review: \_\_\_\_\_



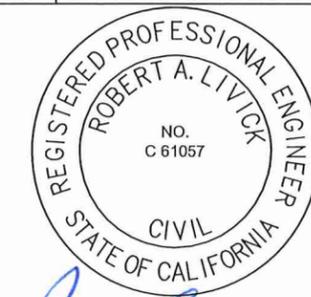
# CITY OF MORRO BAY WAYFINDING SIGNAGE PROGRAM BID SET



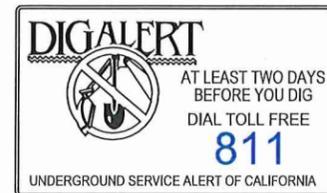
VICINITY MAP



SHEET LIST	
SHEET	DESCRIPTION
1	TITLE SHEET
2	SIGN TYPE DETAILS
3	SIGN INSTALLATION DETAILS
4	CALTRANS: SIGNS NO. A-1, A-3.1, A-4
5	CALTRANS: SIGNS NO. A-4.1, A-7, A-8
6	CALTRANS: SIGNS NO. A-9, A-10, A-11
7	CALTRANS: SIGNS NO. A-12
8	STATE PARK: SIGNS NO. A-5, A-6, B-19
9	STATE PARK: SIGNS NO. B-21, B-22, B-23
10	CITY OF MB: SIGNS NO. A-2, A-3, B-1
11	CITY OF MB: SIGNS NO. B-2, B-3, B-4
12	CITY OF MB: SIGNS NO. B-5, B-6, B-7
13	CITY OF MB: SIGNS NO. B-8, B-9, B-10
14	CITY OF MB: SIGNS NO. B-11, B-12, B-13
15	CITY OF MB: SIGNS NO. B-14, B-15, B-16
16	CITY OF MB: SIGNS NO. B-17, B-18, B-20
17	CITY OF MB: SIGNS NO. B-24, B-24.1, B-25
18	CITY OF MB: SIGNS NO. B-26, B-27, C-1
19	CITY OF MB: SIGNS NO. C-2, C-3, C-4
20	CITY OF MB: SIGNS NO. C-5, Parking



*Robert A. Livick*  
CITY ENGINEER  
DATE



MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

SIGN TYPE DETAILS

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:

DRAWN:

CHECK:

FILE:

DATE: 7-8-21

PRJ. NO: MB2020-ST03

SHEET: 16 OF 175

1 OF 20



**VEHICULAR WAYFINDING SIGN (RURAL)**

For Speeds over 25 mph



**VEHICULAR WAYFINDING SIGN (URBAN)**

For Speeds over 25 mph

NOTE: If Vehicular Wayfinding Sign (B) is installed at non-paved surface, use single 8"x8" pressure treated fir post.

**PEDESTRIAN WAYFINDING SIGN**

**SUPPORTING DIRECTIONAL SIGN**

**NOTES:**

1. CITY TO APPROVE FINAL SIGN LOCATIONS PRIOR TO INSTALLATION. NOTIFY ENGINEER IN CASE OF UNDERGROUND UTILITIES.
2. SIGN POST LOCATION INCLUDING POLE BASE CAP SHALL MAINTAIN 4' MINIMUM CLEAR WIDTH OF SIDEWALK.
3. WHERE REQUIRED, CONTRACTOR WILL FURNISH, ASSEMBLE, AND INSTALL BREAKAWAY ASSEMBLY AND FOUNDATION PER MANUFACTURER'S RECOMMENDATIONS AND THESE PLANS. CONTRACTOR TO PROVIDE SS SET SCREW FOR BASE. SET SCREWS SHALL BE FLUSH WITH SURFACE OR SLIGHTLY RECESSED.
4. SIGNS AND POSTS SHALL BE LEVEL AND PLUMB. CONTRACTOR WILL FURNISH AND ASSEMBLE SS BANDING MATERIALS.
5. "2-SIDED" SIGNS SHALL BE 2 SEPARATE SIGNS, ATTACHED ON OPPOSITE SIDES OF THE POLE.
6. GROUT ANY GAPS UNDER BASE PLATES.
7. CONTRACTOR MUST MAINTAIN ACCESSIBLE PEDESTRIAN ACCESS THROUGHOUT LOCATIONS OF WORK AT ALL TIMES.
8. EDGE OF SIGN PANEL MUST BE AT LEAST 18" FROM CURB FACE UNLESS OTHERWISE SHOWN ON PLAN OR AS APPROVED BY THE ENGINEER. IN CASES WHERE SIDEWALK CLEARANCE/ACCESS IS IMPEDED BY SIGN POLE, EDGE PANEL TO CURB FACE DISTANCE MAY BE REDUCED TO 6" OR AS DIRECTED BY THE ENGINEER.



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NOT FOR  
CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

SIGN TYPE DETAILS

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

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DATE: 7-8-21

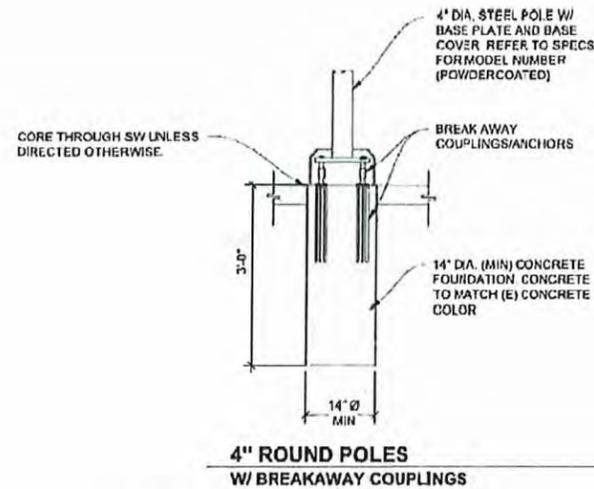
PRJ. NO: MB2020-ST03

# CITY GENERAL NOTES

- ANY DAMAGE, AS A RESULT OF CONSTRUCTION OPERATIONS FOR THIS PROJECT, TO CITY FACILITIES, I.E. CURB/BERM, STREET, SEWER LINE, WATER LINE, OR ANY PUBLIC IMPROVEMENTS SHALL BE REPAIRED AT NO COST TO THE CITY OF MORRO BAY.
- NO WORK SHALL OCCUR WITHIN (OR USE OF) THE CITY'S RIGHT OF WAY WITHOUT AN ENCROACHMENT PERMIT. ENCROACHMENT PERMITS ARE AVAILABLE AT THE CITY OF MORRO BAY PUBLIC WORKS OFFICE LOCATED AT 955 SHASTA AVE.
- ALL CONSTRUCTION WORK SHALL CONFORM TO THE MOST CURRENT CITY OF MORRO BAY STANDARDS AND SPECIFICATIONS OR CALTRANS STANDARD PLANS AND SPECIFICATIONS AS APPLICABLE. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITION OF THE JOB SITE DURING THE COURSE OF CONSTRUCTION FOR THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE SITE AND SHALL, AT HIS EXPENSE, REPAIR OR REPLACE TO ORIGINAL CONDITION OR BETTER, ALL EXISTING IMPROVEMENTS WITHIN OR ADJACENT TO THE JOB SITE WHICH ARE NOT DESIGNATED FOR REMOVAL AND WHICH ARE DAMAGED OR REMOVED AS A RESULT OF HIS OPERATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND/OR MAINTAINING ALL-WEATHER ACCESS AT ALL TIME TO EXISTING PROPERTIES LOCATED IN THE VICINITY OF THE WORK AREA. ALL TEMPORARY ACCESS RESTRICTIONS SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO THE BEGINNING OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL EXISTING SERVICES (UTILITIES, GARBAGE COLLECTION, MAIL DELIVERY, ETC.), TO EXISTING PROPERTIES LOCATED IN THE VICINITY OF THE WORK AREA.
- THE CONTRACTOR SHALL PREPARE AND HAVE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT, A TRAFFIC CONTROL PLAN PRIOR TO THE BEGINNING OF CONSTRUCTION. THE TRAFFIC CONTROL PLAN SHALL BE IN ACCORDANCE WITH THE CURRENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD). NO STREET OR LANE CLOSURE SHALL BE PERMITTED UNLESS PREVIOUSLY ARRANGED FOR AND GRANTED BY THE CITY PUBLIC WORKS DEPARTMENT.
- AN EFFORT HAS BEEN MADE TO DETERMINE THE LOCATION OF UNDERGROUND FACILITIES WITHIN THE PROJECT AREA. HOWEVER, ALL EXISTING UTILITIES AND OTHER UNDERGROUND STRUCTURES ARE TO BE REGARDED AS
- APPROXIMATE ONLY. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR LOCATING ALL UNDERGROUND UTILITIES AND OTHER FACILITIES AND FOR PROTECTING THE SAME DURING THE COURSE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 811 TWO TO TEN DAYS PRIOR TO THE START OF EXCAVATION TO REQUEST THE LOCATION OF EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL VERIFY WHETHER A REPRESENTATIVE OF EACH COMPANY WILL BE REQUIRED TO BE PRESENT DURING EXCAVATION. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ANY UTILITIES WHICH ARE NOT MEMBERS OF U.S.A. DURING THE SAME TIME PERIOD.
- THE CONTRACTOR IS RESPONSIBLE TO REPORT DISCREPANCIES, IF ANY, BETWEEN THE PLANS AND/OR FIELD CONDITIONS IMMEDIATELY TO THE PUBLIC WORKS DEPARTMENT FOR RESOLUTION PRIOR TO CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT SO REPORTED AND RESOLVED.
- THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND PERPETUATING ALL EXISTING SURVEY MONUMENTS WITHIN THE CONSTRUCTION AREA IN ACCORDANCE WITH SECTION 8771 OF THE LAND SURVEYORS ACT.
- NO TREES SHALL BE REMOVED WITHOUT PERMISSION FROM THE CITY.
- THE CITY ENGINEER, OR THEIR DESIGNATED REPRESENTATIVE, MAY REQUEST REVISIONS IN THE PLANS TO RESOLVE UNFORSEEN PROBLEMS THAT MAY ARISE IN THE FIELD. REVISIONS SHALL BE REVIEWED BY THE DESIGN ENGINEER AND THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO IMPLEMENTATION. ADDITIONALLY, THE INSPECTOR MAY ALERT THE CONTRACTOR TO DEVIATIONS IN THE WORK FROM THE PLANS. THE CONTRACTOR SHALL REMEDY THE WORK TO COMPLY WITH THE PLANS TO THE SATISFACTION OF THE CITY ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL CHANGES WHICH DEVIATE FROM THE APPROVED PLANS AND SPECIFICATIONS IN ORDER TO PROVIDE THE PUBLIC WORKS DEPARTMENT WITH A BASIS FOR RECORD DRAWINGS. NO CHANGES SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO WORK AREAS AND MUST EXERCISE DUE TO CAUTION TO AVOID DAMAGE TO SUCH PROPERTY. THE CONTRACTOR MUST REPLACE AND REPAIR TO THEIR ORIGINAL CONDITION ALL EXISTING IMPROVEMENTS WITHIN OR ADJACENT TO THE WORK AREA WHICH ARE NOT DESIGNATED FOR REMOVAL, AND ARE DAMAGED OR REMOVED AS A RESULT OF THEIR OPERATIONS, AND BE REQUIRED TO REPAIR OR REPLACE IN KIND TO THE SATISFACTION OF AND AS DIRECTED BY THE CITY INSPECTOR OR UTILITY COMPANY.

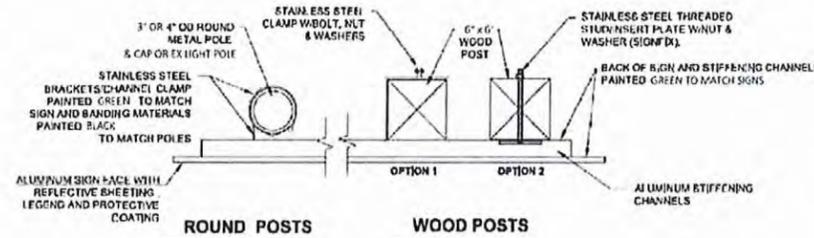
## NOTES:

- CITY TO APPROVE FINAL SIGN LOCATIONS PRIOR TO INSTALLATION. NOTIFY ENGINEER IN CASE OF CONFLICT WITH UNDERGROUND UTILITIES.
- SIGN POST LOCATION INCLUDING POLE BASE CAP SHALL MAINTAIN 4" MINIMUM CLEAR WIDTH OF SIDEWALK.
- WHERE REQUIRED, CONTRACTOR WILL FURNISH, ASSEMBLE, AND INSTALL BREAKAWAY ASSEMBLY AND FOUNDATION PER MANUFACTURER'S RECOMMENDATIONS AND THESE PLANS. CONTRACTOR TO PROVIDE SS SET SCREW FOR BASE. SET SCREWS SHALL BE FLUSH WITH SURFACE OR SLIGHTLY RECESSED.
- SIGNS AND POSTS SHALL BE LEVEL AND PLUMB. CONTRACTOR WILL FURNISH AND ASSEMBLE SS BANDING MATERIALS.
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- WOOD POST SHALL BE INSTALLED PER CALTRANS STANDARD PLAN (2018) RS2.



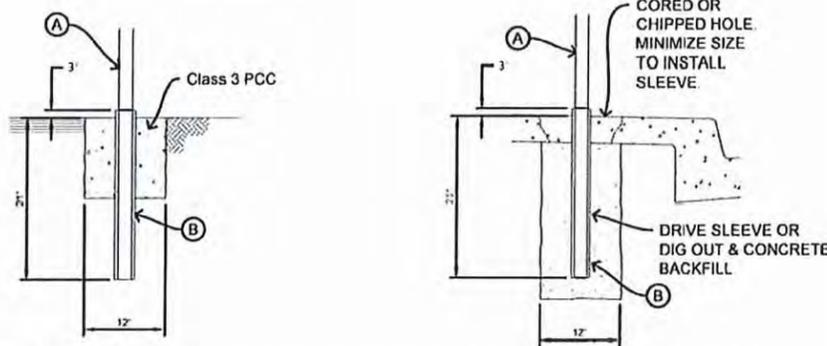
DETAIL A - FOUNDATION DETAIL

NTS



DETAIL C - SIGN PANEL/POLE ATTACHMENTS

NTS

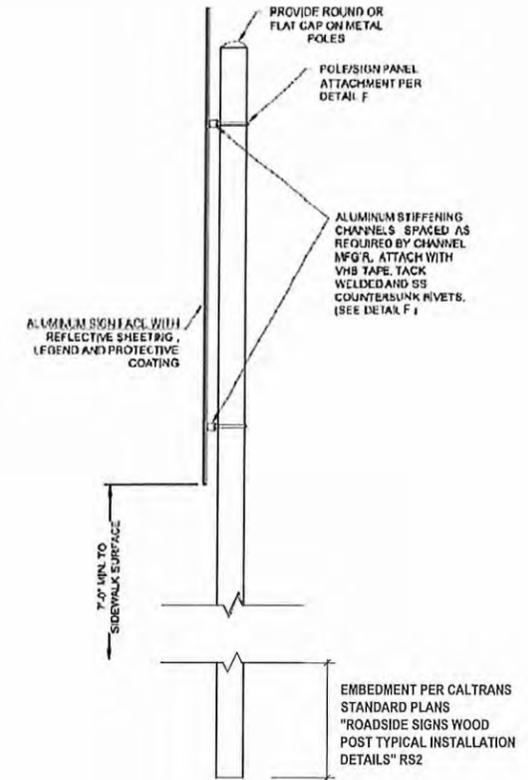


INSTALLATION NOTES

- 2" GALVANIZED METAL POST, F11WA BREAKAWAY APPROVED SUCH AS 14 ga QWIK-PUNCH OR EQUAL. POSTS SHALL BE INDUSTRIAL POWDER COATED BLACK.
- HEAVY DUTY GALVANIZED STEEL SLEEVE SUCH AS PACIFIC PRODUCTS OR APPROVED EQUAL.
  - STEEL: ASTM A500 GRADE B
  - GALVANIZING: ASTM 123
  - 2 1/2" X 2 1/4" X 24" ONE-PIECE POINTED END, 1/8" MINIMUM WALL THICKNESS.
  - 1/8" HOLES, ALL 4 SIDES AT 1" BELOW TOP. NO HOLES ARE ALLOWED IN THE UNDERGROUND PORTION OF THE SLEEVE.
  - ATTACH SIGN POST TO SLEEVE WITH A 3/8" DRIVE RIVET WITH A 1" WASHER, OR APPROVED EQUAL.

DETAIL D - 2" SIGN POST IN EXISTING SIDEWALK OR PLANTER

NTS



DETAIL B - TYPICAL SIGN SECTION

NTS



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MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

SIGN INSTALLATION  
DETAILS

SHT. NAME:

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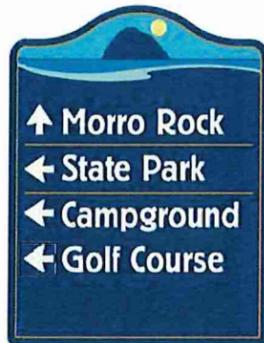
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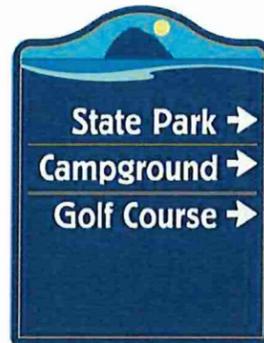
DATE: 7-8-21

PRJ. NO: MB2020-ST03

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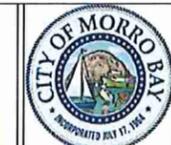
A-1 : HWY 1 NORTH EXIT AT SOUTH BAY BLVD.



A-3.1 : HWY 1 SOUTH EXIT AT SOUTH BAY BLVD.



A-4 : HWY 1 NORTH EXIT AT MORRO BAY BLVD.



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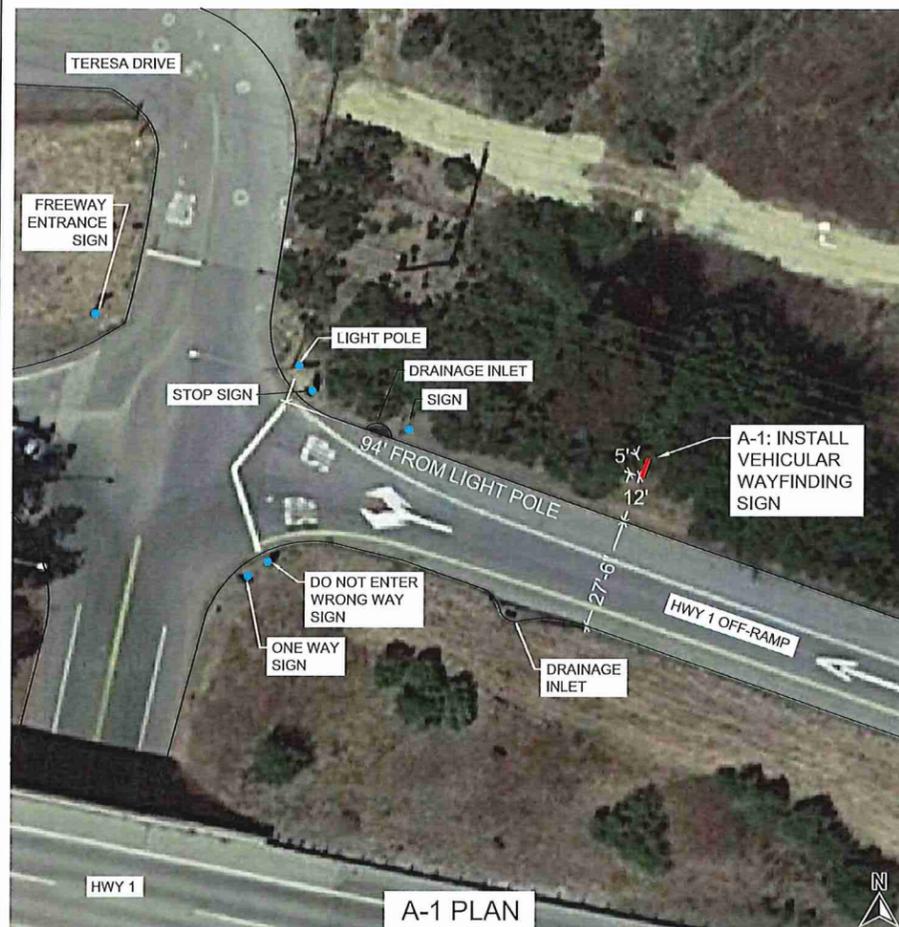
PROJ. NAME:

CALTRANS RIGHT-OF-WAY  
LOCATION FOR SIGNS A-1, A-3.1, A-4

SHT. NAME:

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PUBLIC WORKS DEPARTMENT  
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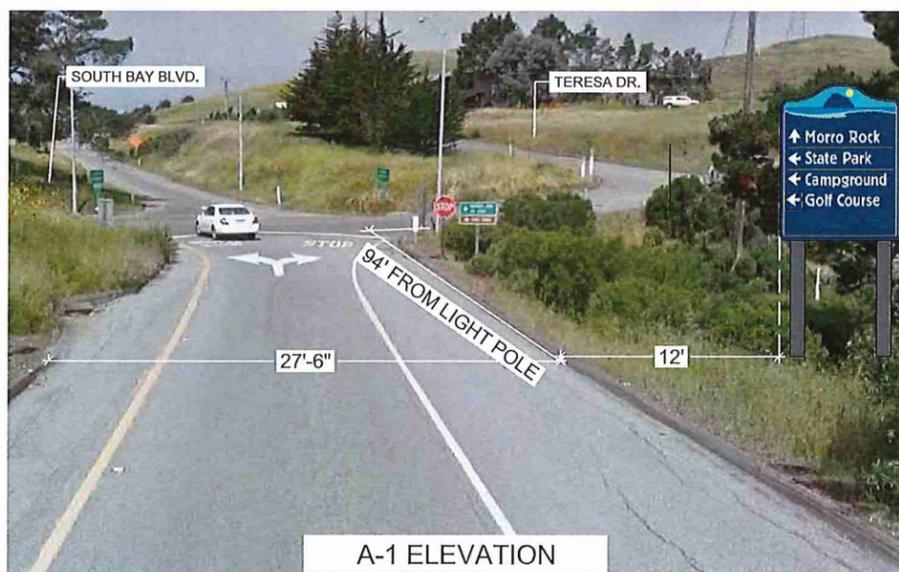
A-1 PLAN



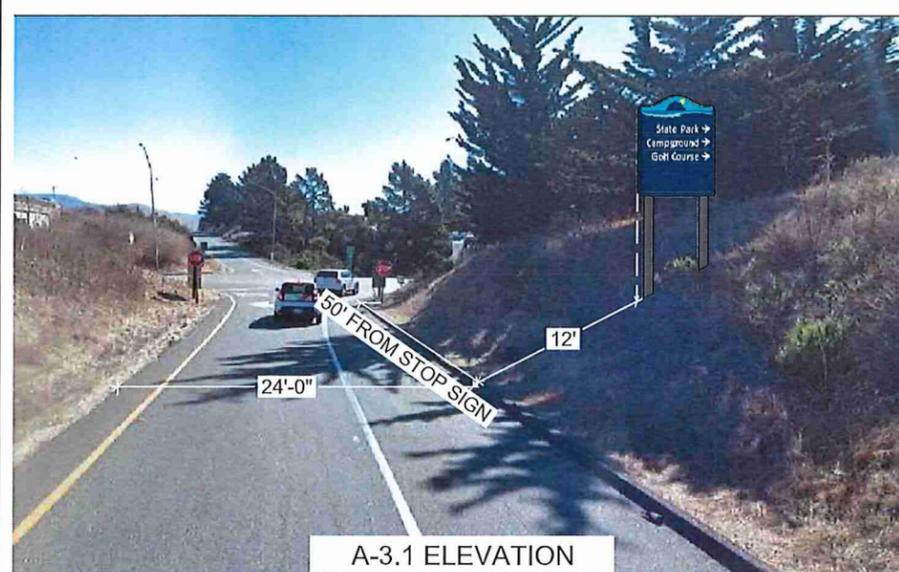
A-3.1 PLAN



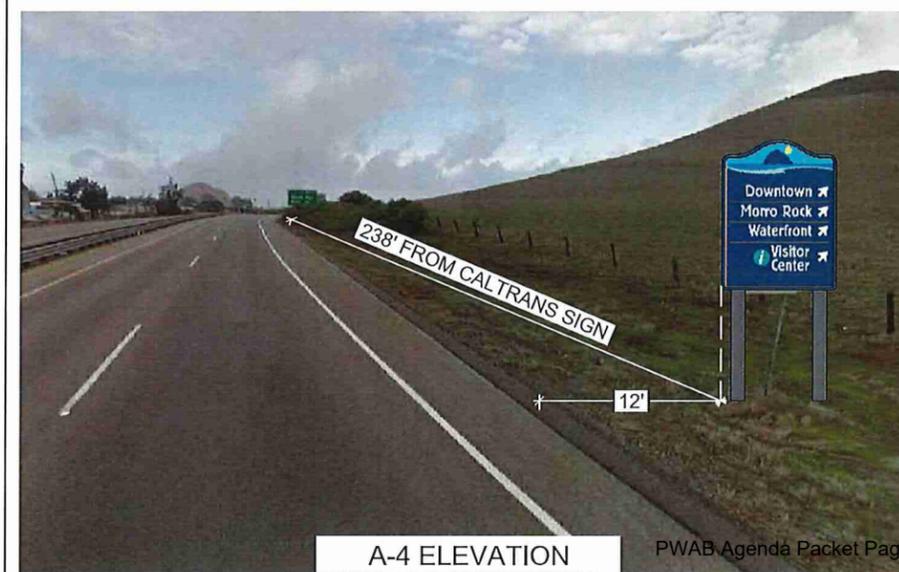
A-4 PLAN



A-1 ELEVATION



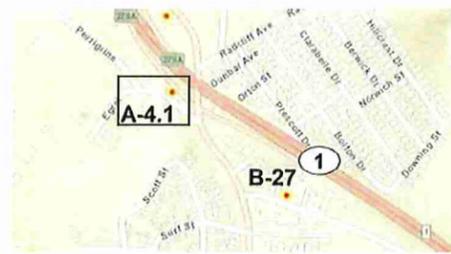
A-3.1 ELEVATION



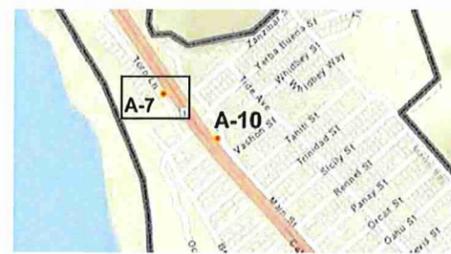
A-4 ELEVATION



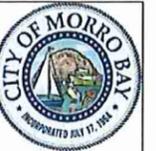
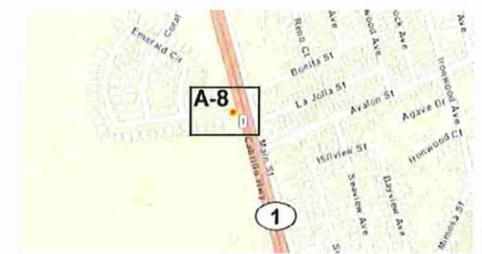
A-4.1 : HWY 1 NORTH EXIT AT MORRO BAY BLVD.



A-7 : HWY 1 SOUTH AT YERBA BUENA STREET



A-8 : HWY 1 SOUTH AT ATASCADERO ROAD EXIT



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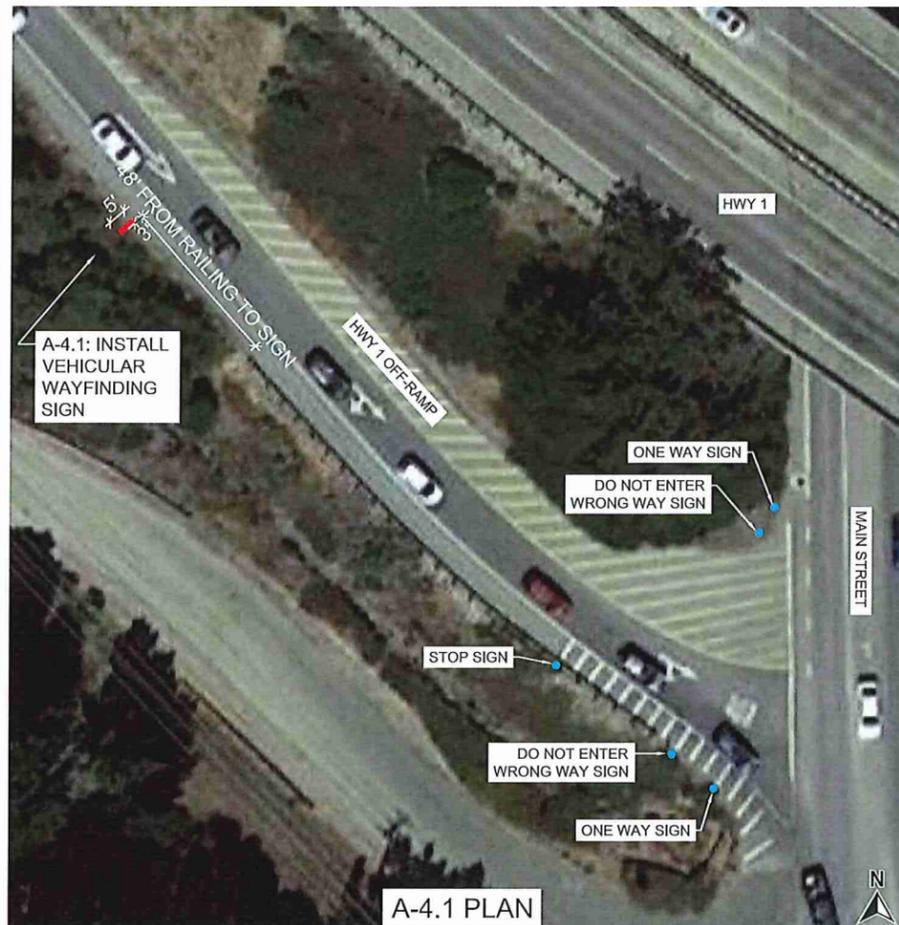
PROJ. NAME:

CALTRANS RIGHT-OF-WAY  
LOCATION FOR SIGNS A-4.1, A-7, A-8

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
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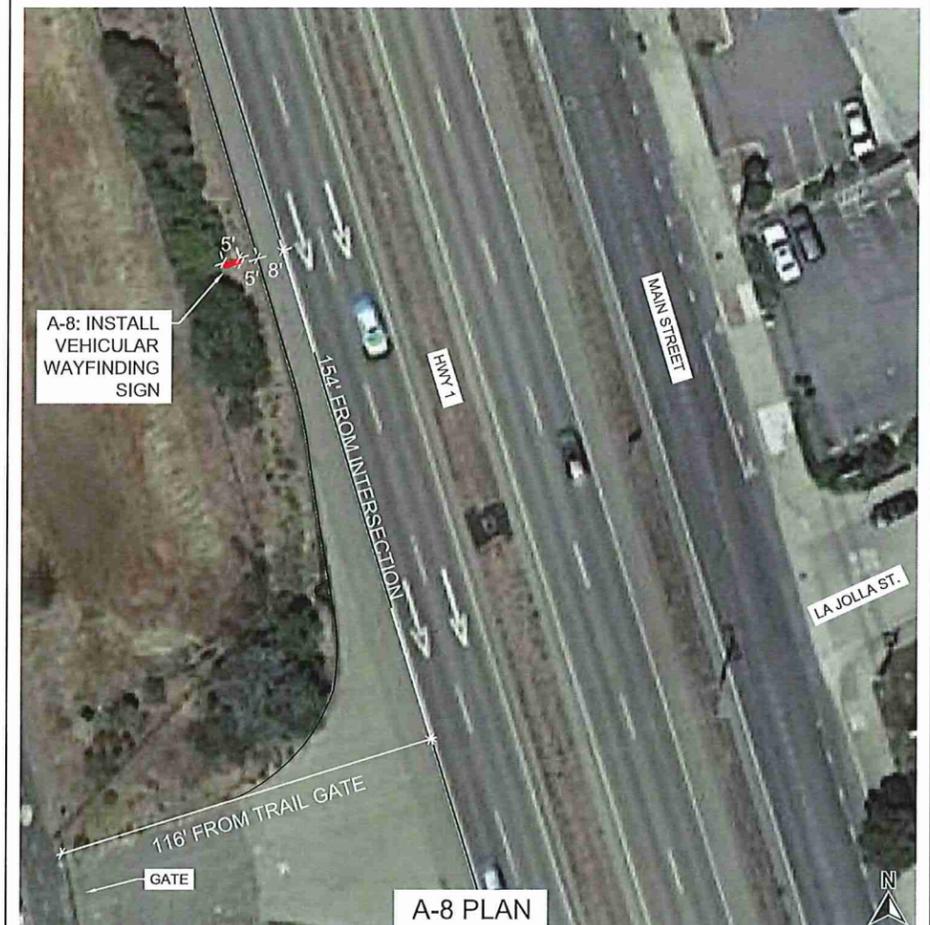
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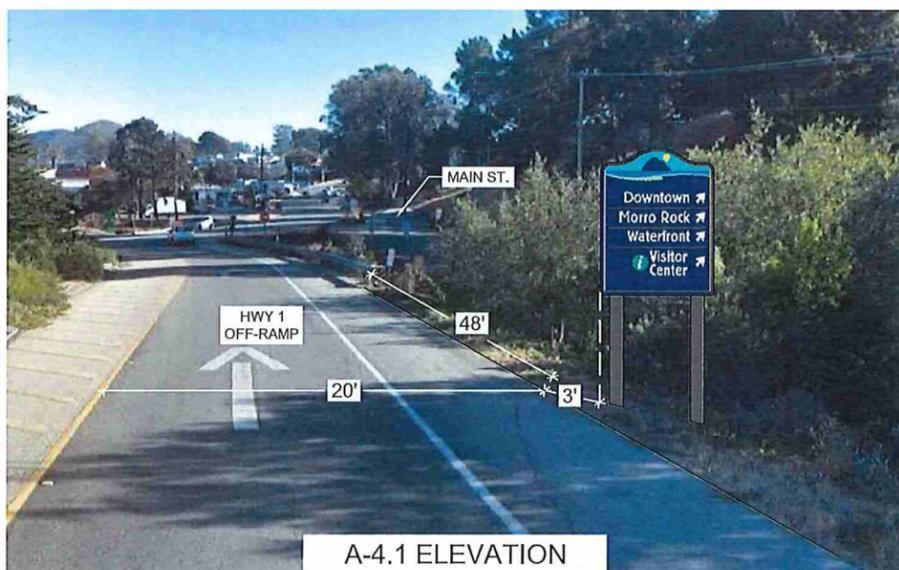
A-4.1 PLAN



A-7 PLAN



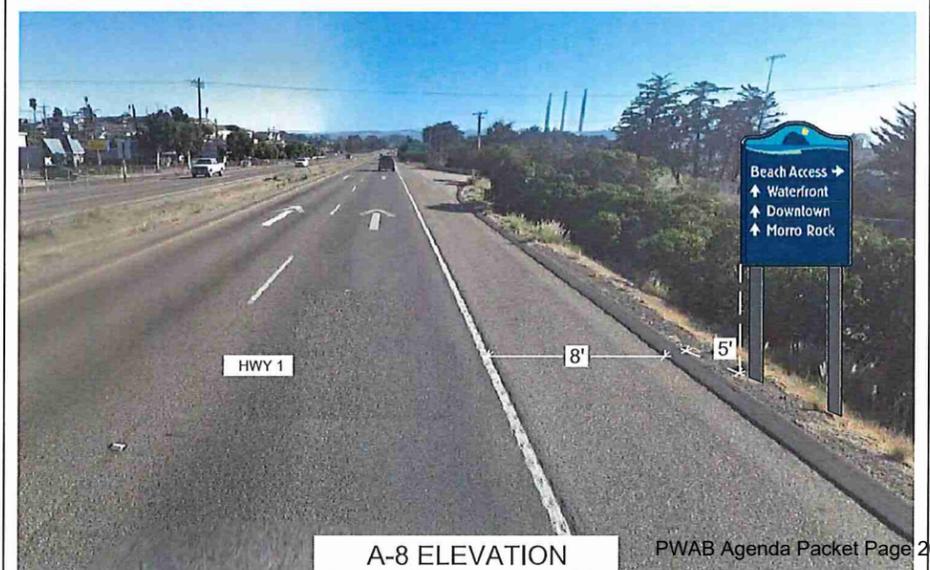
A-8 PLAN



A-4.1 ELEVATION



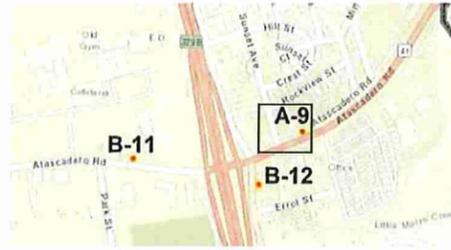
A-7 ELEVATION



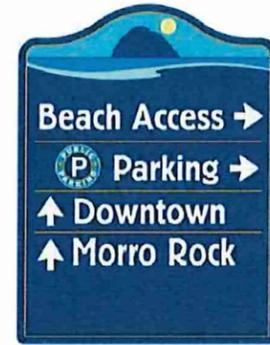
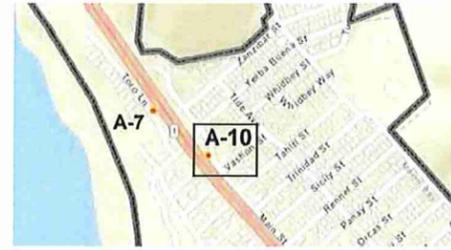
A-8 ELEVATION



A-9 : HWY 41 WEST AT SUNSET AVENUE



A-10 : HWY 1 NORTH AT YERBA BUENA STREET



A-11 : HWY 1 SOUTH AT SAN JACINTO STREET



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PROJ. NAME:

CALTRANS RIGHT-OF-WAY  
LOCATION FOR SIGNS A-9, A-10, A-11

SHT. NAME:

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955 SHASTA AVE., MORRO BAY, CA 93442  
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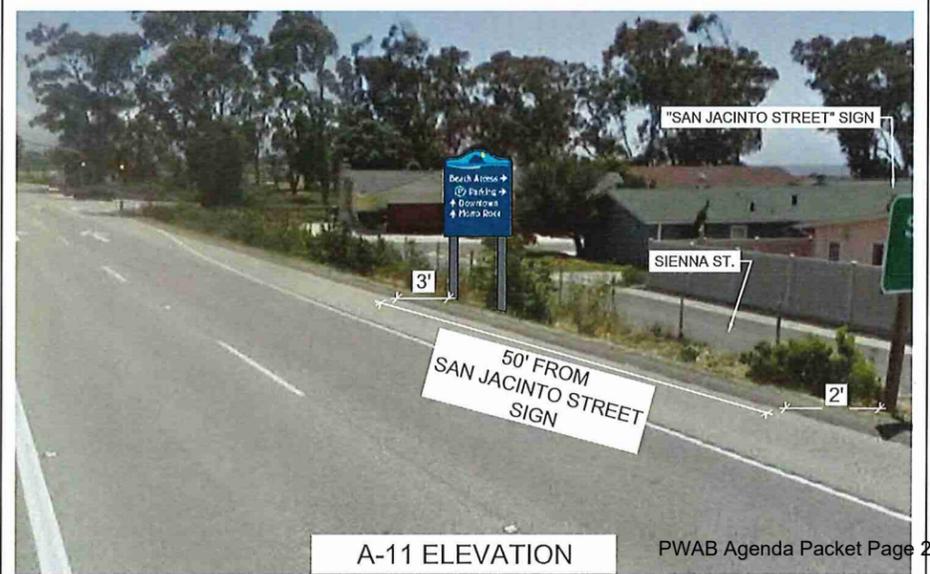
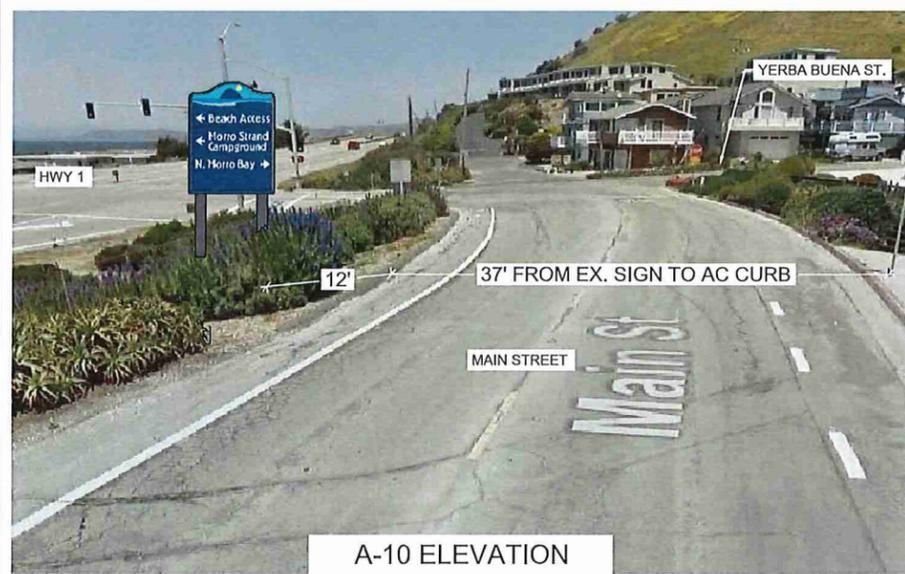
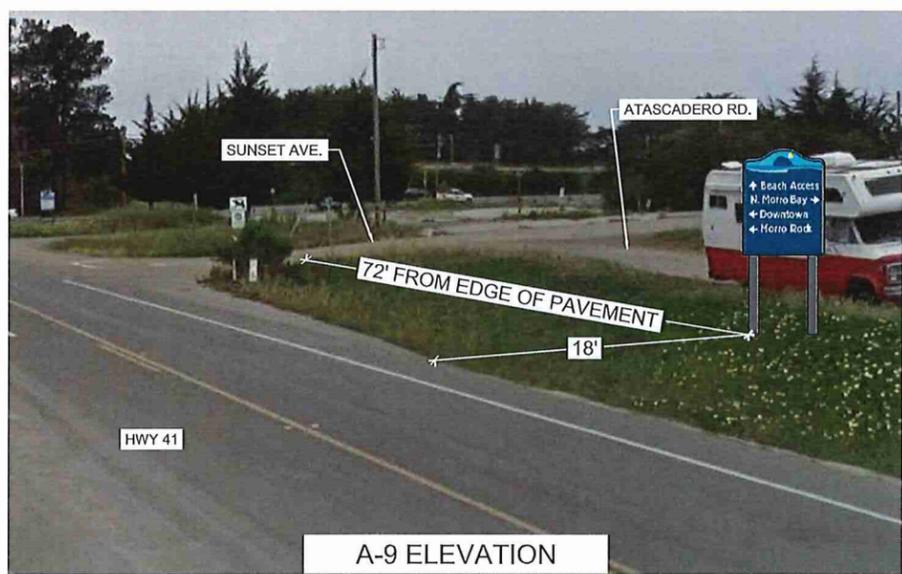
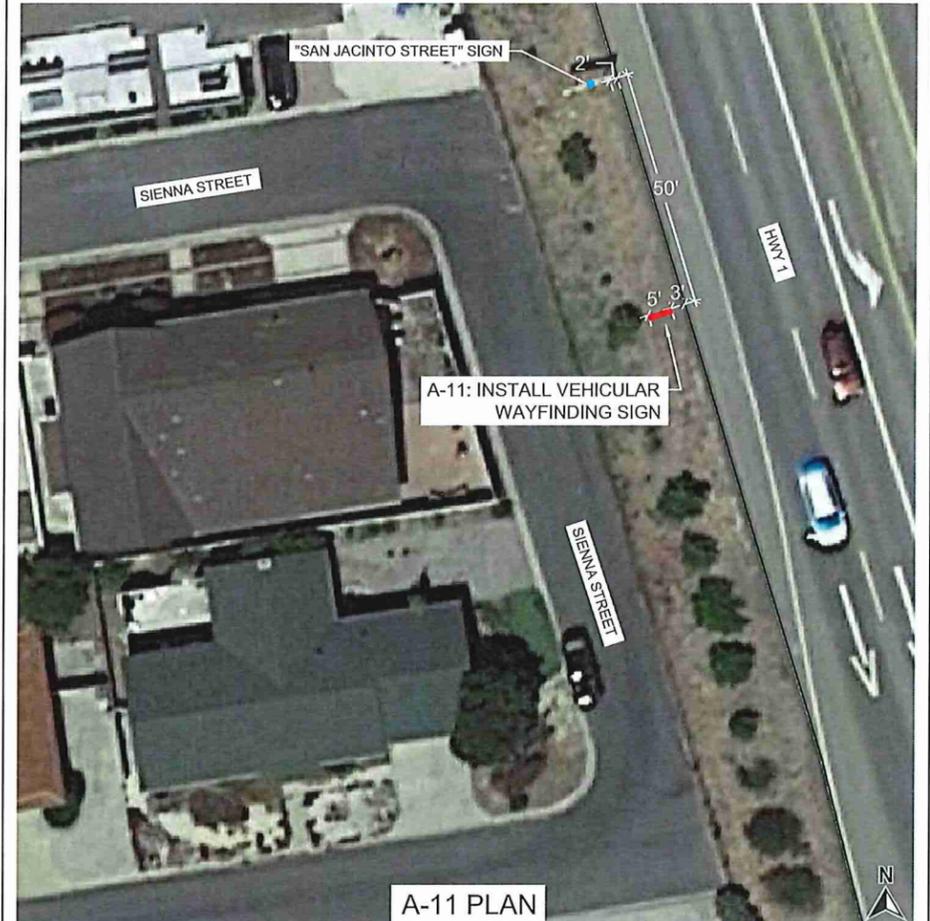
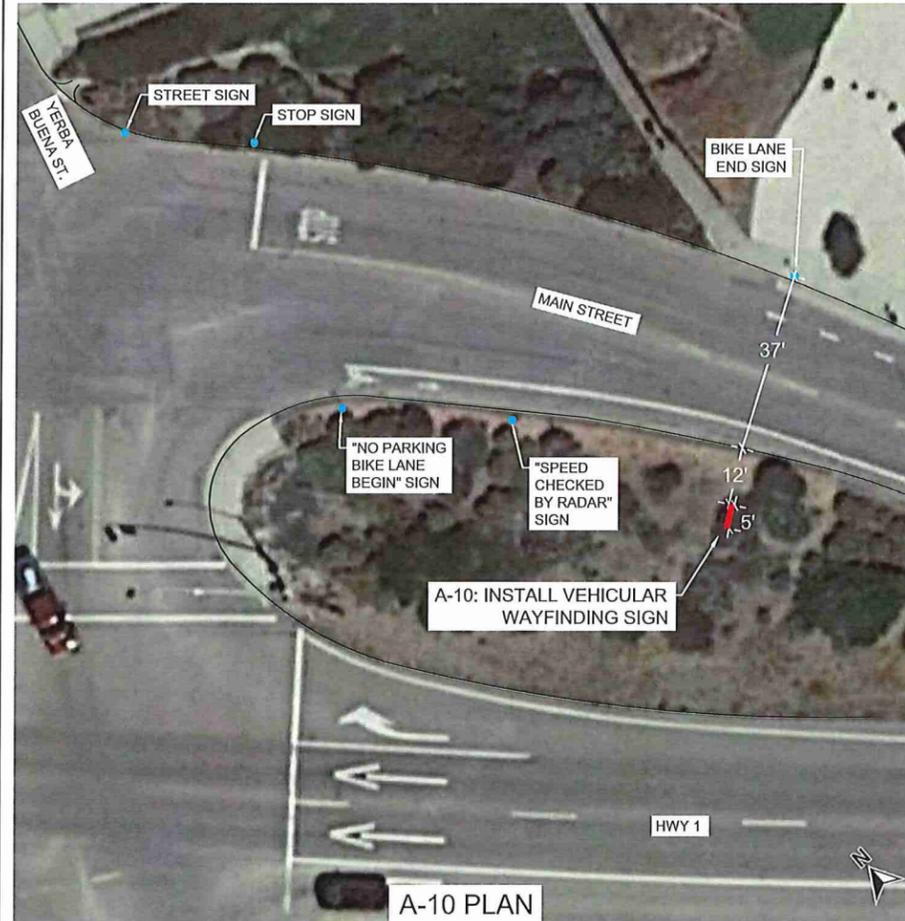
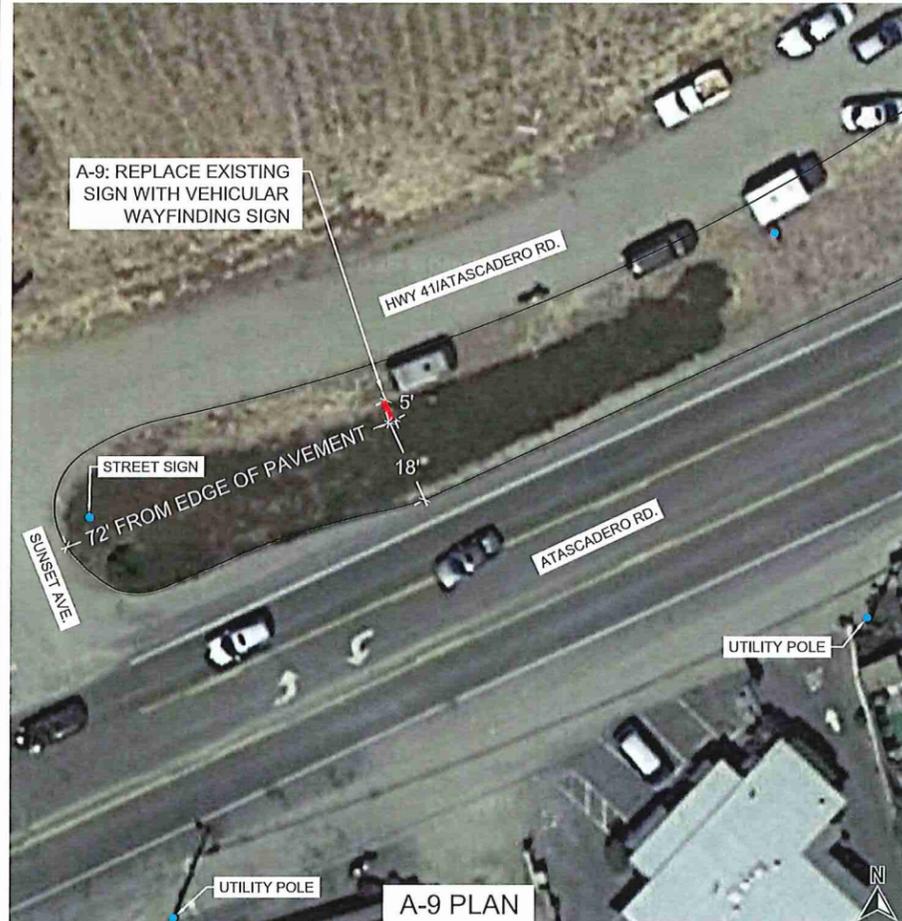
FILE:

DATE: 7-8-21

PRJ. NO: MB2020-ST03

SHEET

6 OF 20





A-12 : HWY 1 NORTH AT SAN JACINTO STREET



NOT USED

NOT USED



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PROJ. NAME:

CALTRANS RIGHT-OF-WAY  
LOCATION FOR SIGNS A-12

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955 SHASTA AVE., MORRO BAY, CA 93442  
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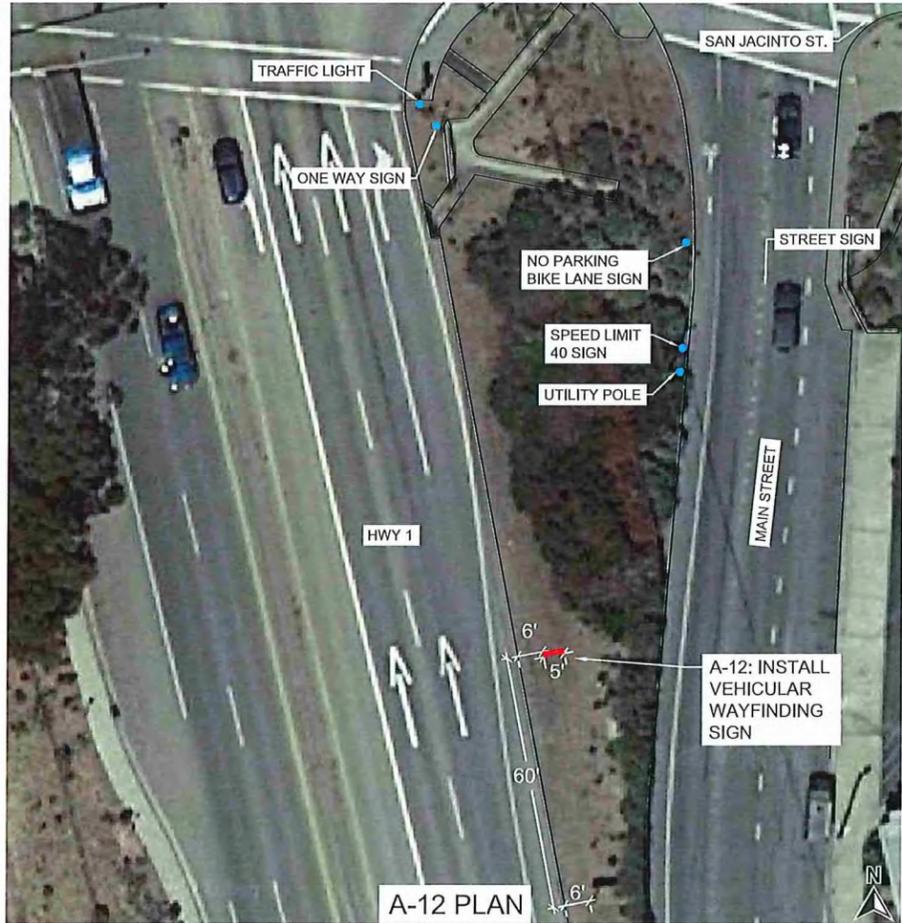
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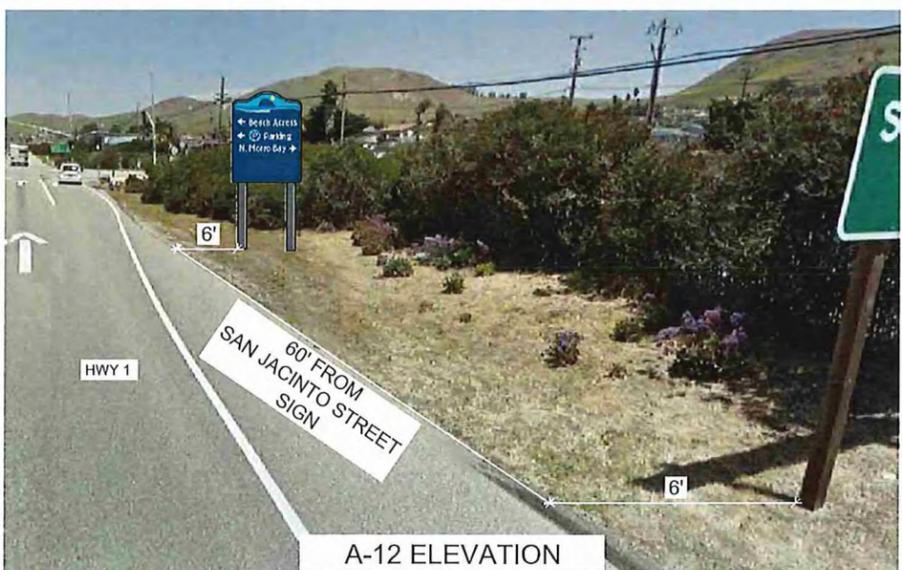
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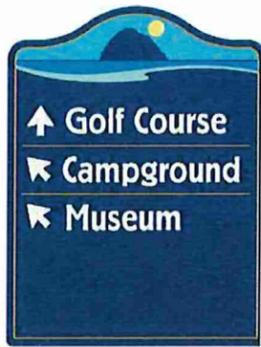
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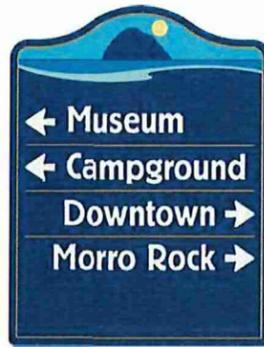


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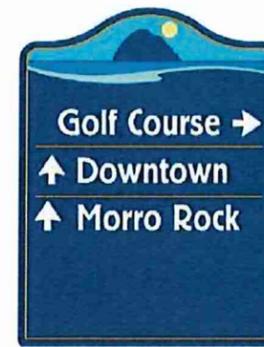
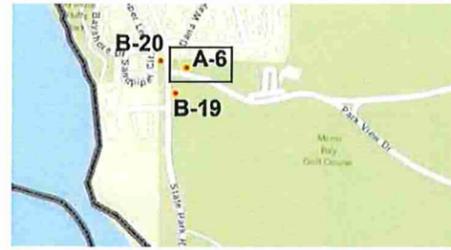
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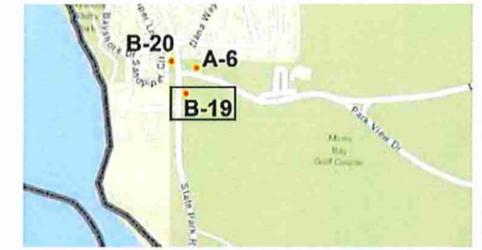
**A-5 : STATE PARK DRIVE AT PARK VIEW DRIVE**



**A-6 : WESTBOUND PARK VIEW DRIVE AT STATE PARK ROAD**



**B-19 : STATE PARK ROAD NORTH AT PARK VIEW DRIVE**



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PROJ. NAME:

STATE PARK RIGHT-OF-WAY  
LOCATION FOR SIGNS A-5, A-6, B-19

SHT. NAME:

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A-5 PLAN



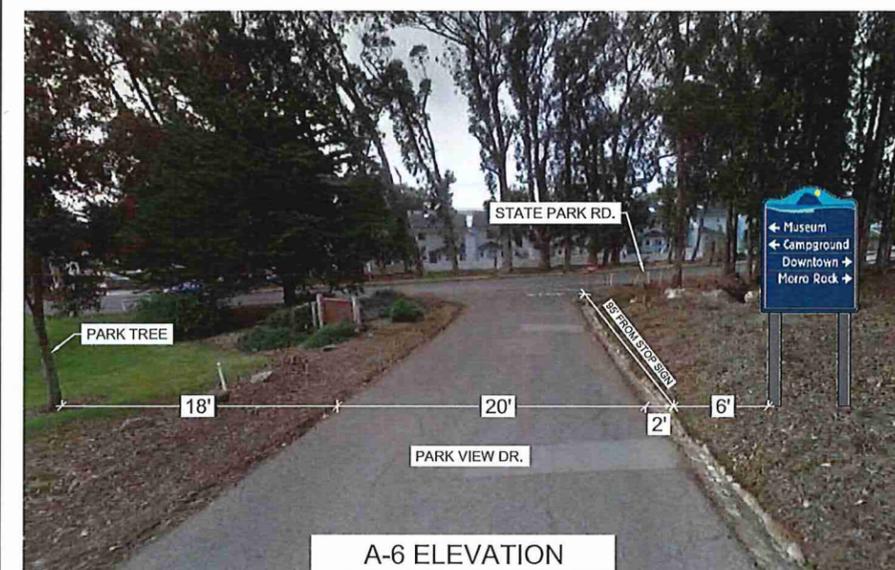
A-6 PLAN



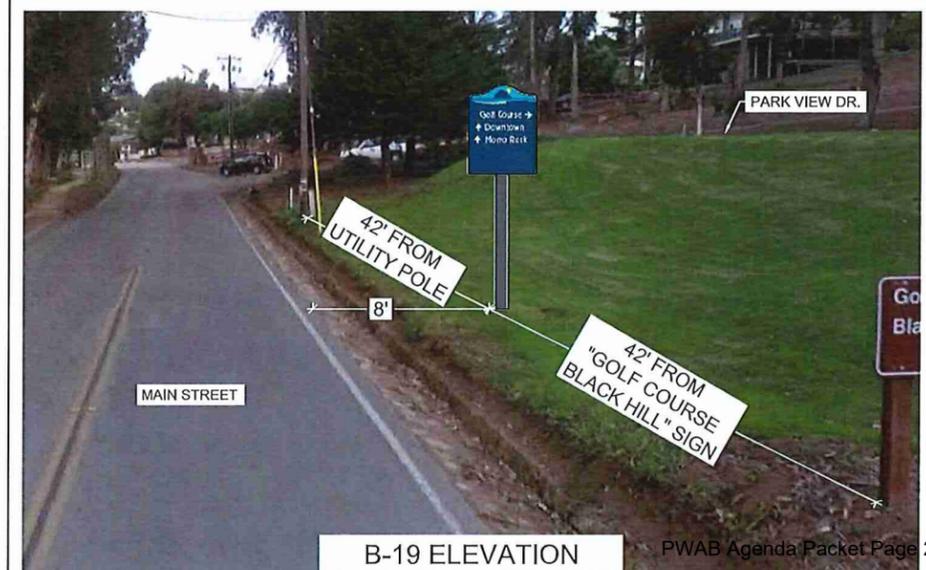
B-19 PLAN



A-5 ELEVATION



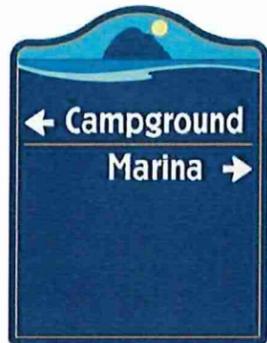
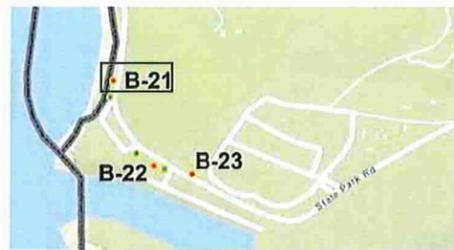
A-6 ELEVATION



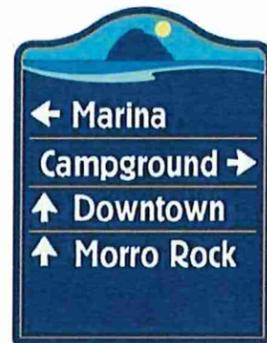
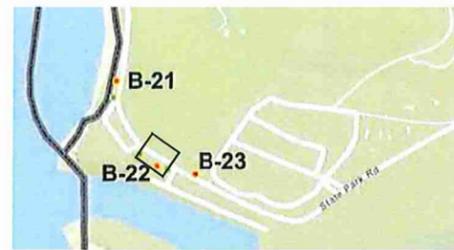
B-19 ELEVATION



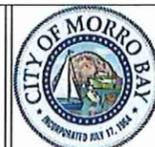
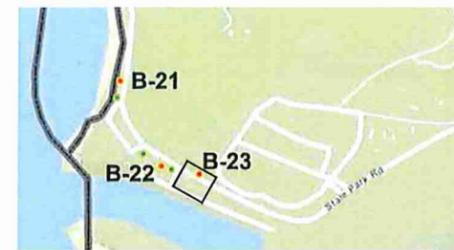
B-21 : STATE PARK ROAD AT MUSEUM AT MUSEUM



B-22 : STATE PARK ROAD AT CAMPGROUND



B-23 : STATE PARK ROAD NORTH AT CAMPGROUND



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CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

STATE PARK RIGHT-OF-WAY  
LOCATION FOR SIGNS B-21, B-22, B-23

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:

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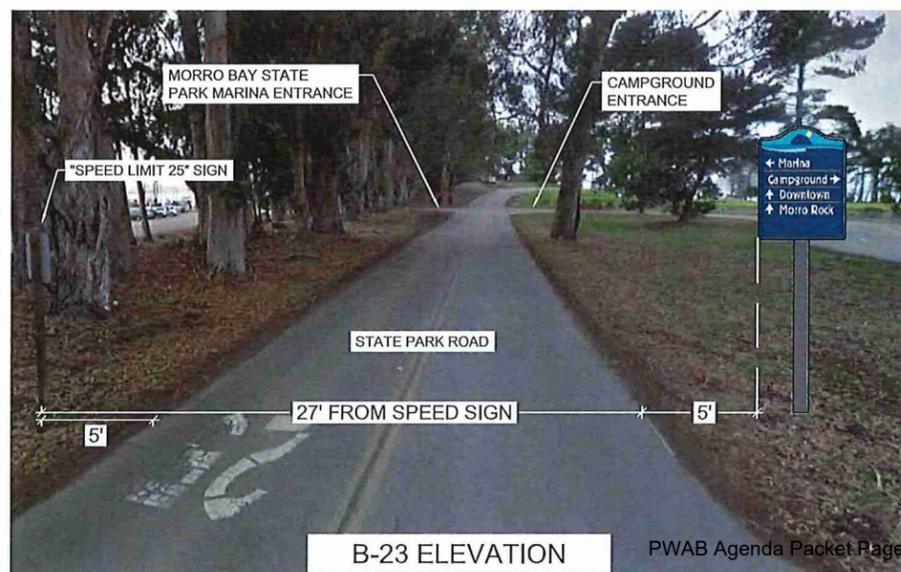
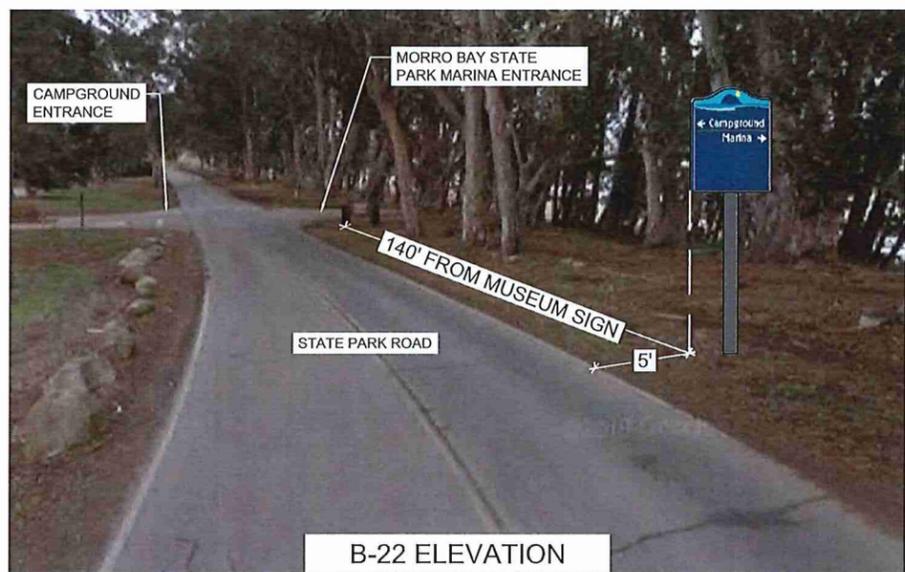
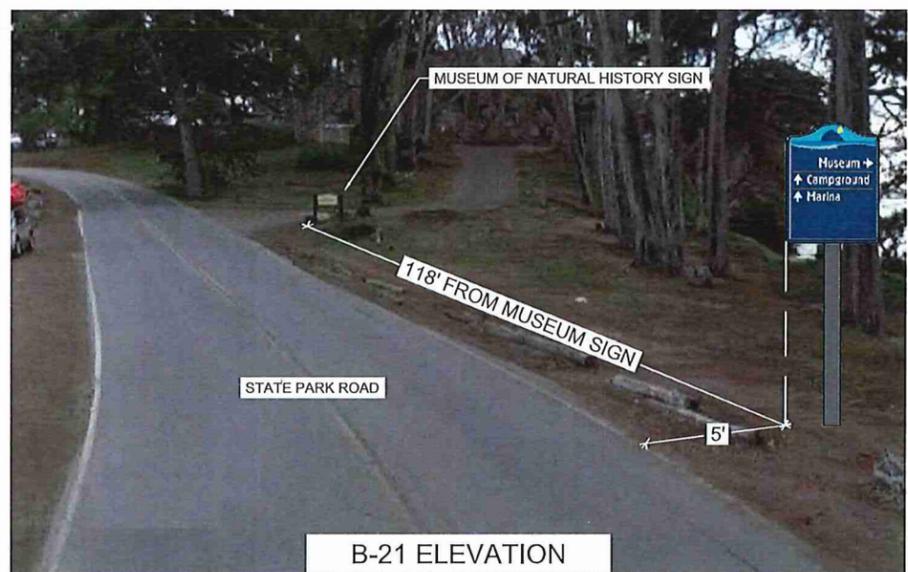
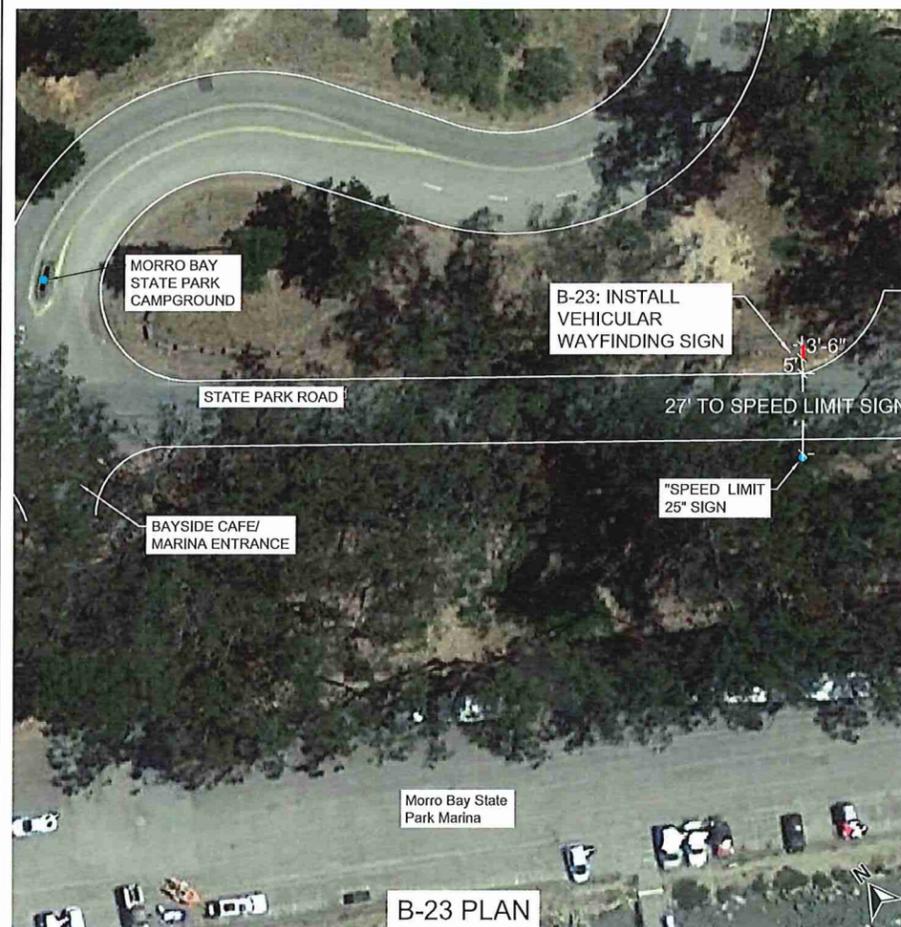
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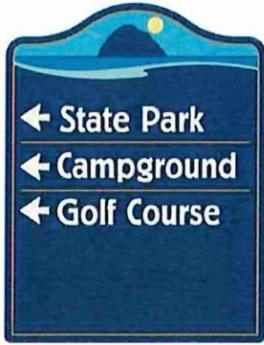
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DATE: 7-8-21

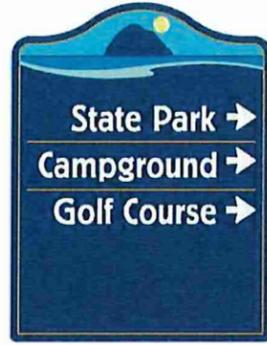
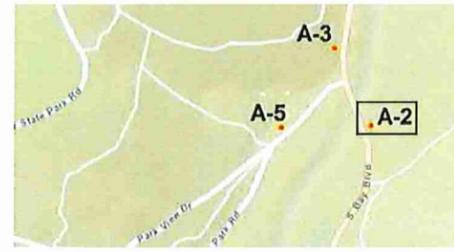
PRJ. NO: MB2020-ST03

SHEET

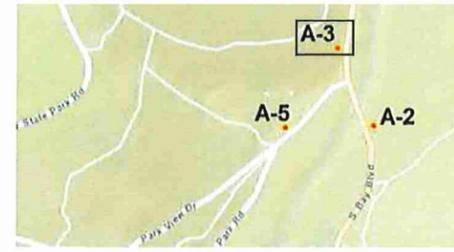




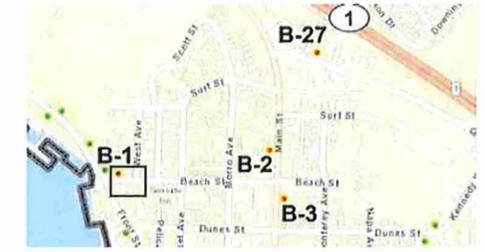
A-2 : SOUTH BAY BLVD. EAST SIDE AT STATE PARK ROAD



A-3 : HWY 1 SOUTH EXIT AT SOUTH BAY BLVD.



B-1 : BEACH STREET WEST AT FRONT STREET



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MB2020-ST03

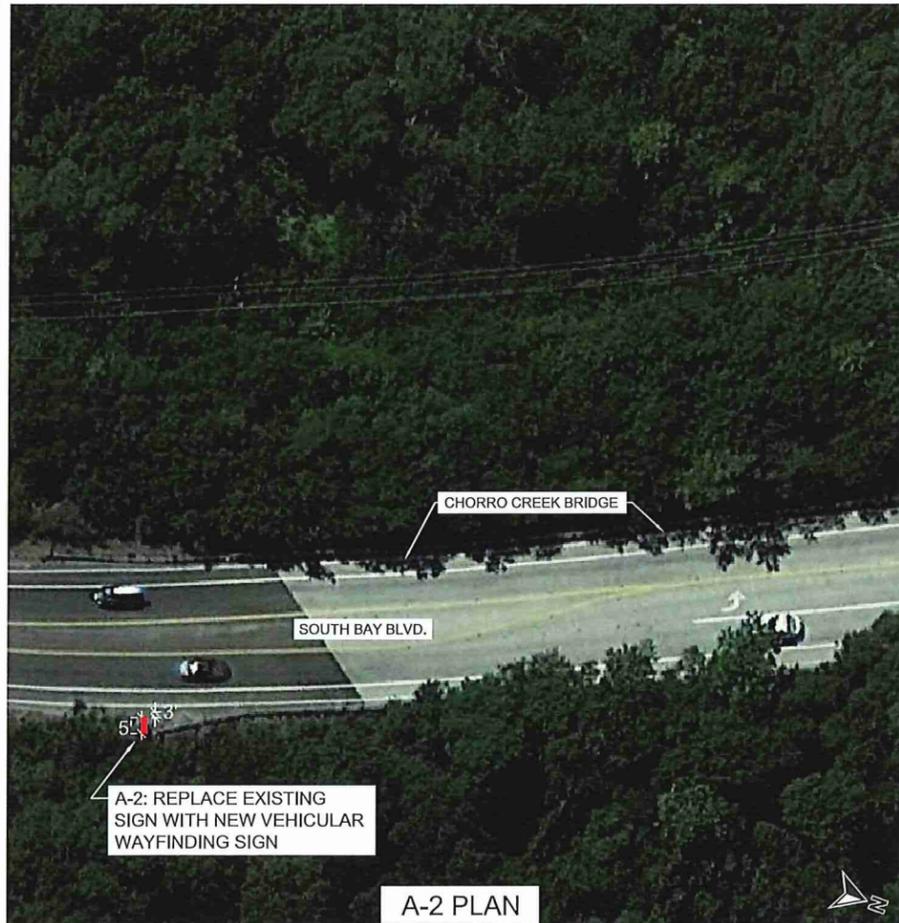
PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS A-2, A-3, B-1

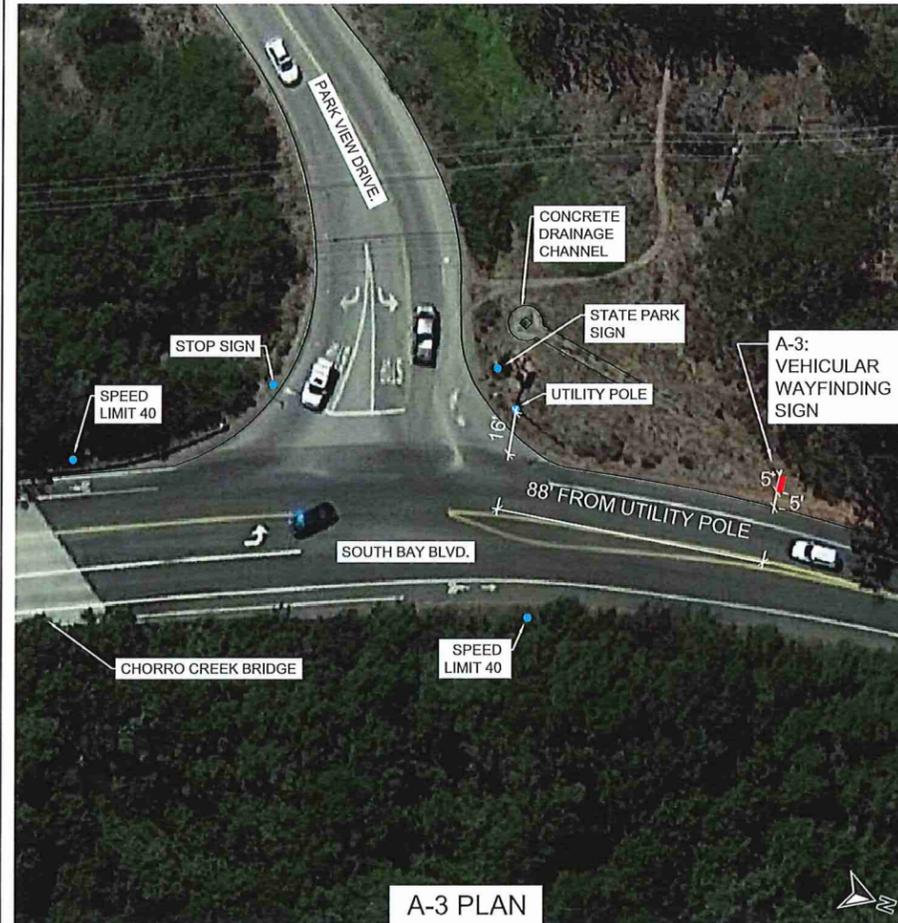
SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

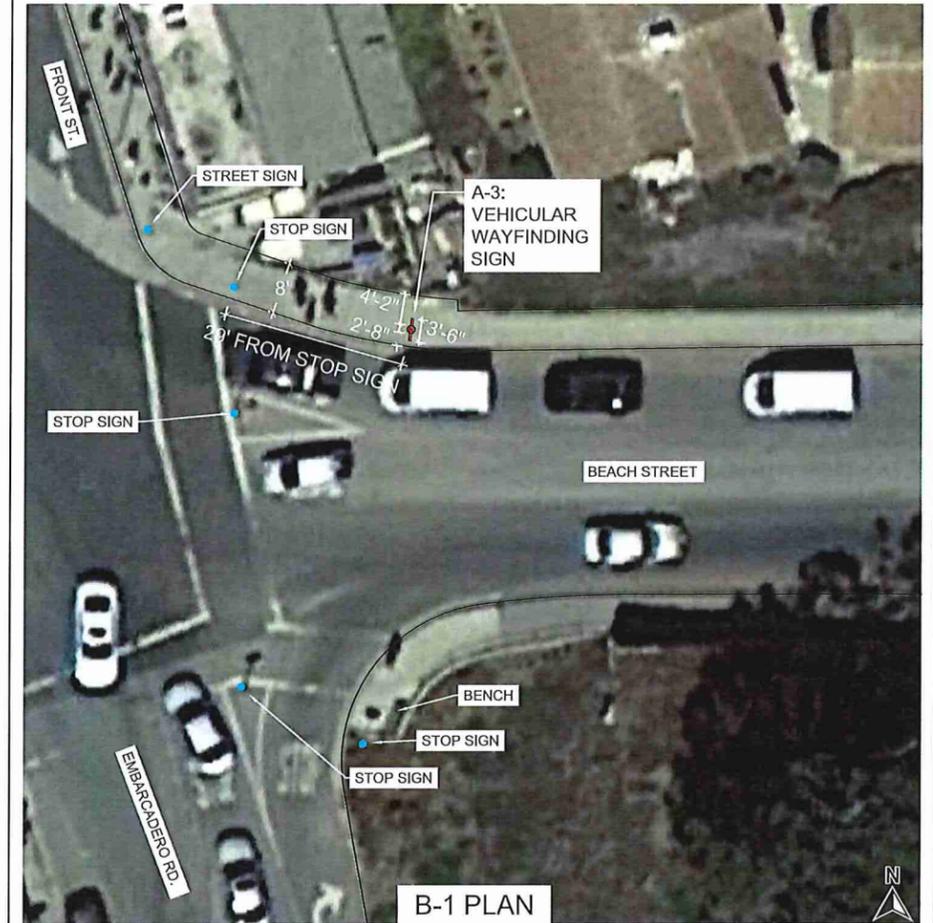
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FILE:  
DATE: 7-8-21  
PRJ. NO: MB2020-ST03



A-2 PLAN



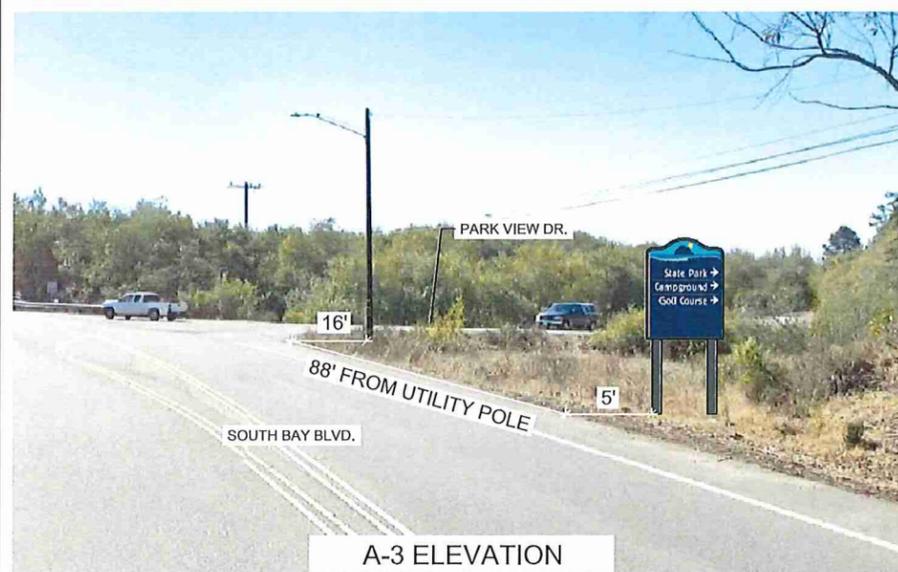
A-3 PLAN



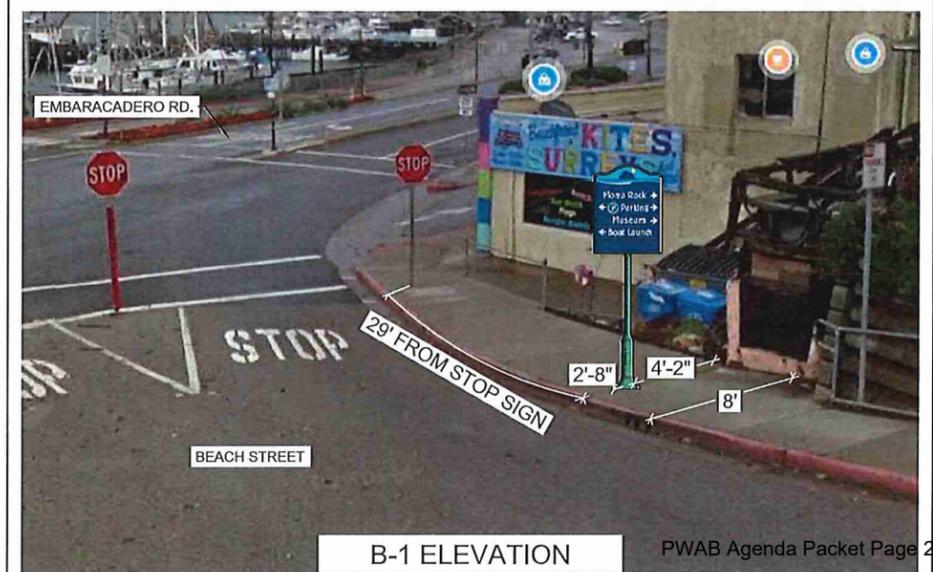
B-1 PLAN



A-2 ELEVATION



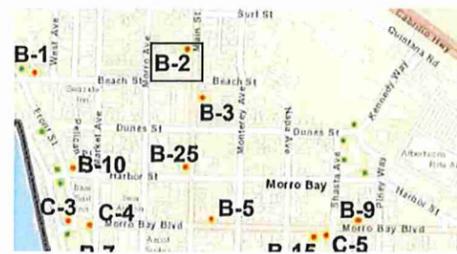
A-3 ELEVATION



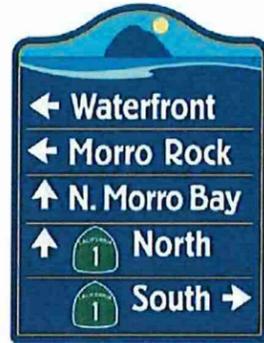
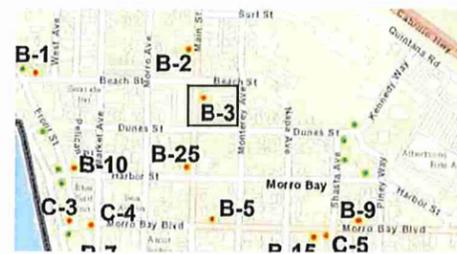
B-1 ELEVATION



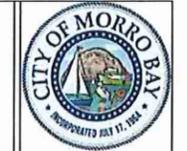
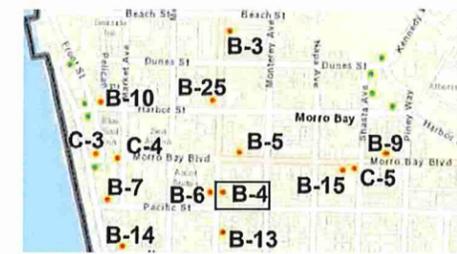
B-2 : MAIN STREET SOUTH AT BEACH STREET



B-3 : MAIN STREET NORTH AT BEACH STREET



B-4 : MAIN STREET NORTH AT MORRO BAY BLVD.



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CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-2, B-3, B-4

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:

DRAWN:

CHECK:

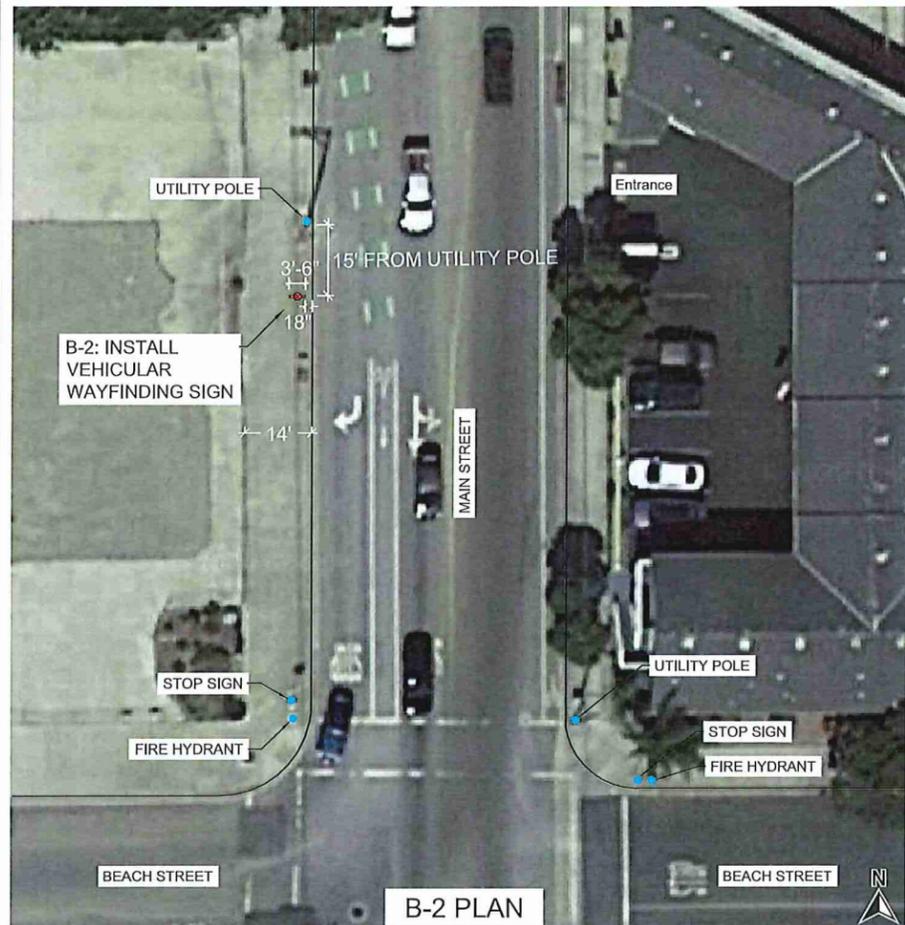
FILE:

DATE: 7-8-21

PRJ. NO: MB2020-ST03

SHEET

11 OF 20



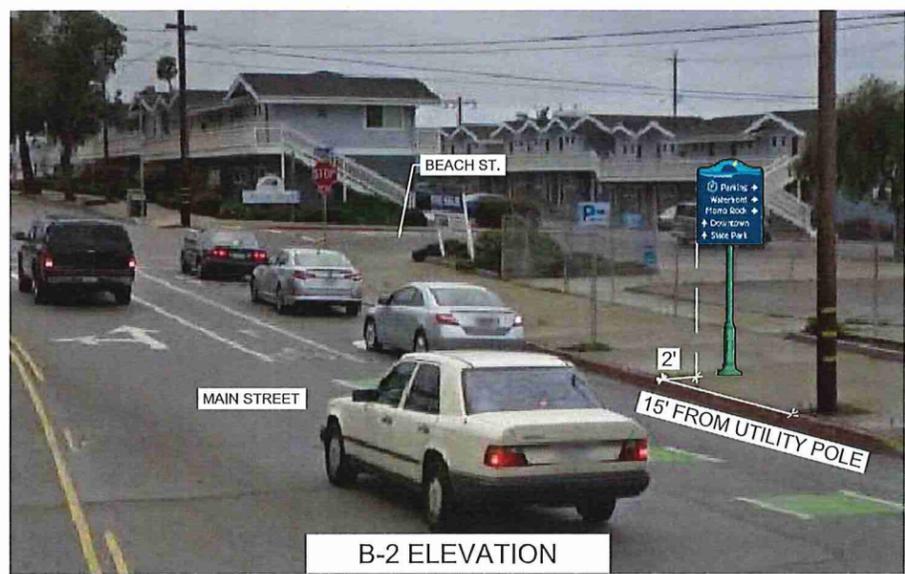
B-2 PLAN



B-3 PLAN



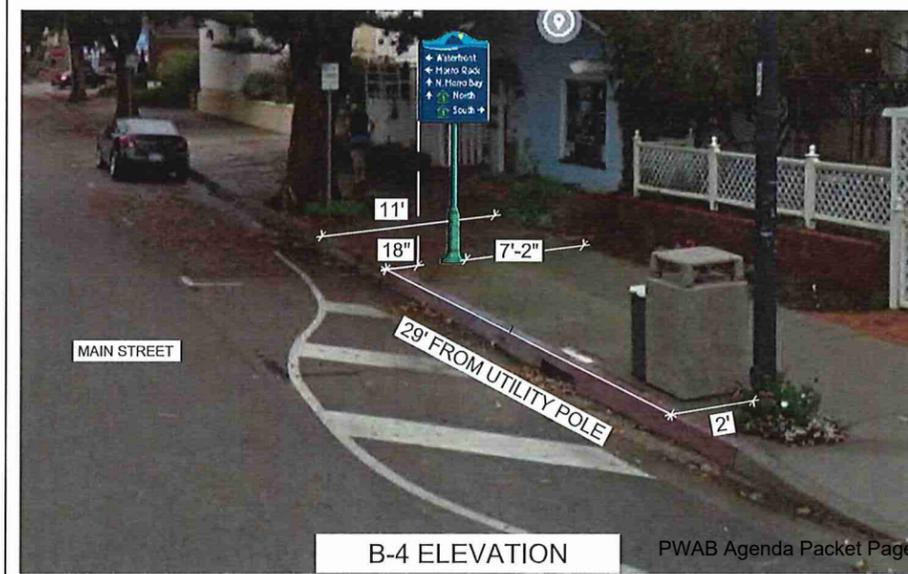
B-4 PLAN



B-2 ELEVATION



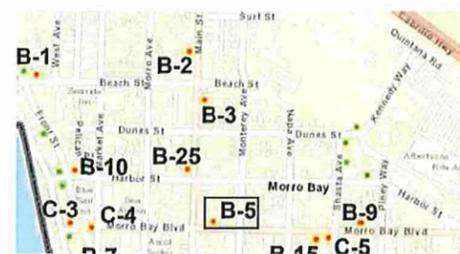
B-3 ELEVATION



B-4 ELEVATION



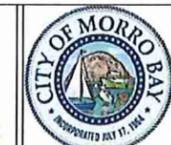
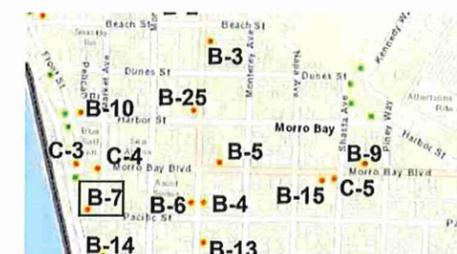
B-5 : MORRO BAY BLVD. WEST AT MAIN STREET



B-6 : MAIN STREET NORTH AT MORRO BAY BLVD.



B-7 : PACIFIC STREET WEST AT EMBARCADERO ROAD



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MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

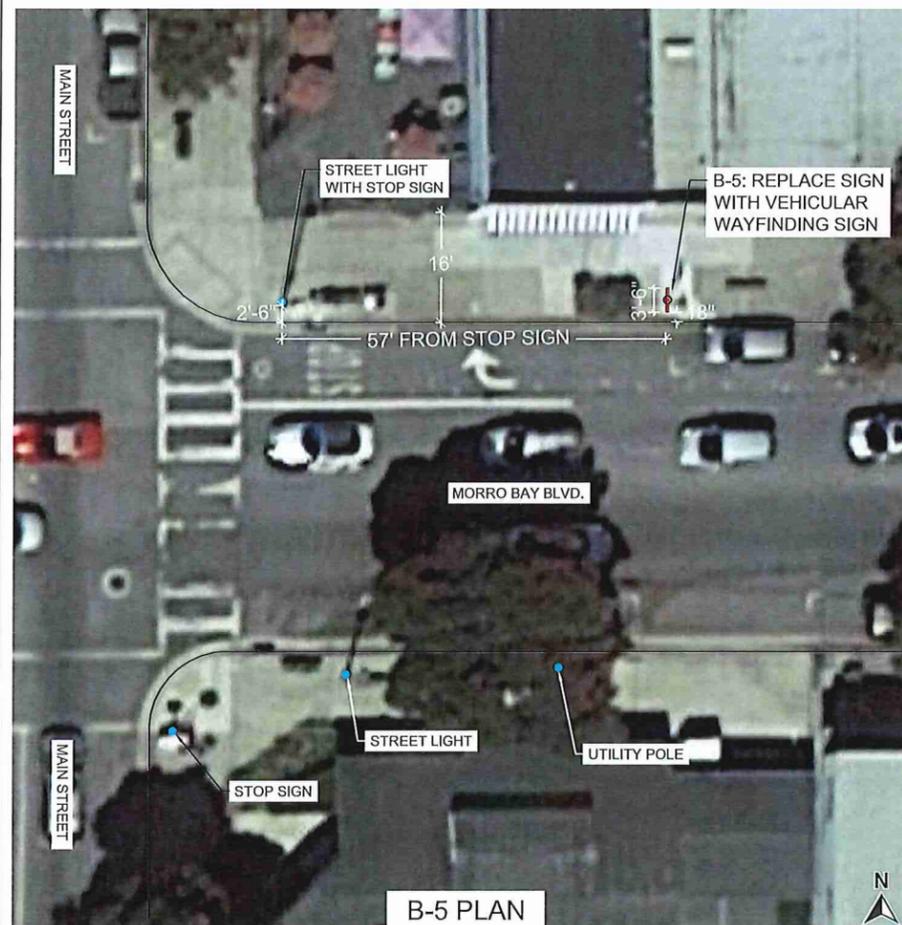
PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-5, B-6, B-7

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

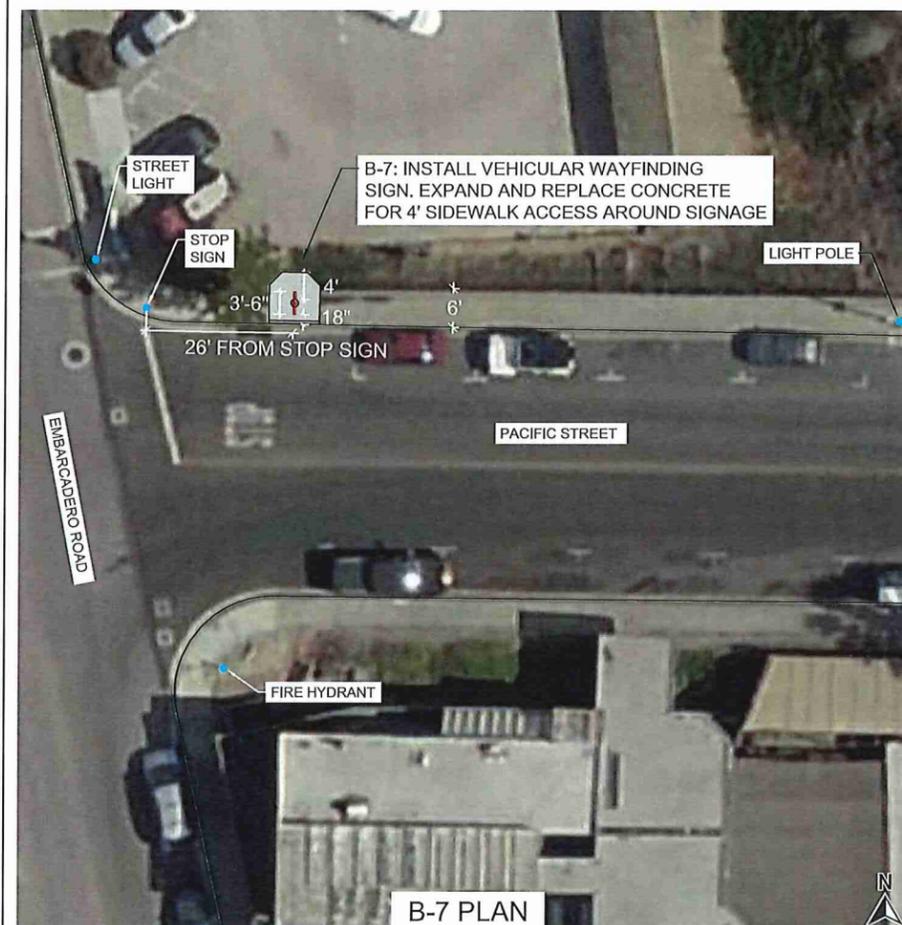
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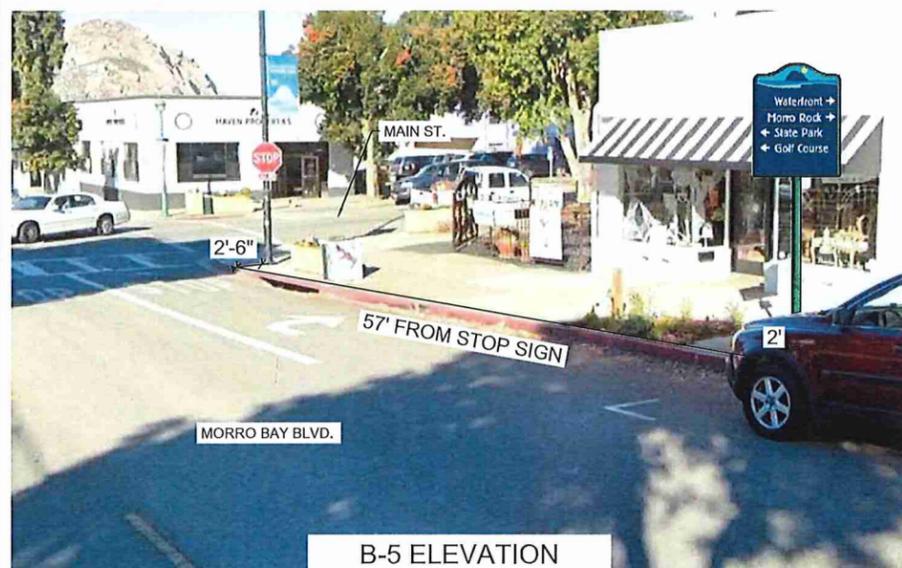
B-5 PLAN



B-6 PLAN



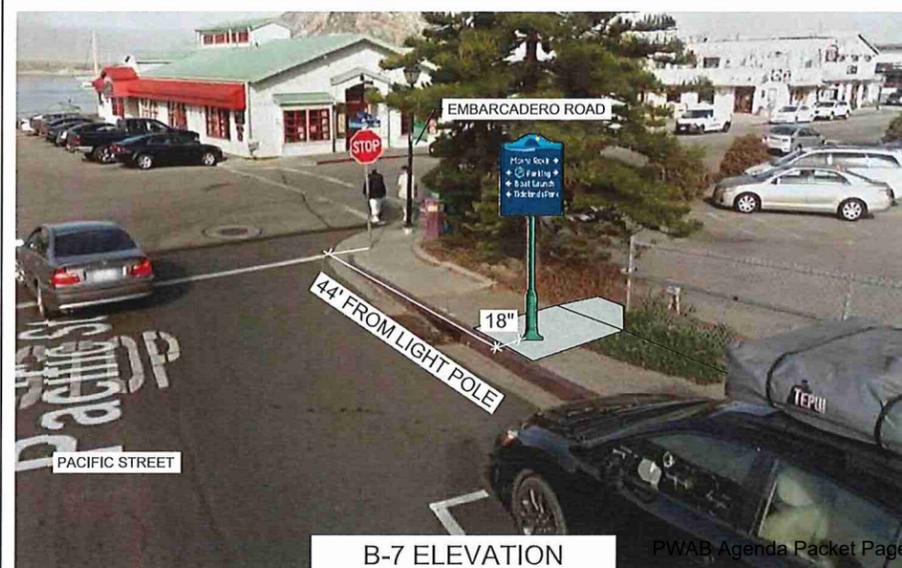
B-7 PLAN



B-5 ELEVATION



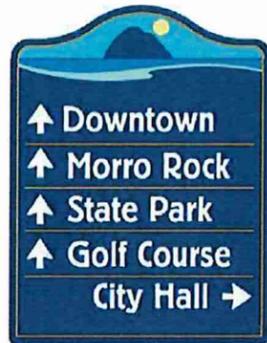
B-6 ELEVATION



B-7 ELEVATION



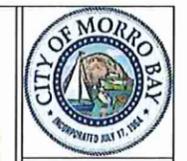
B-8 : MORRO BAY BLVD. WEST AT HARBOR STREET



B-9 : MORRO BAY BLVD. WEST AT SHASTA AVE.



B-10 : HARBOR STREET WEST AT FRONT STREET



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MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

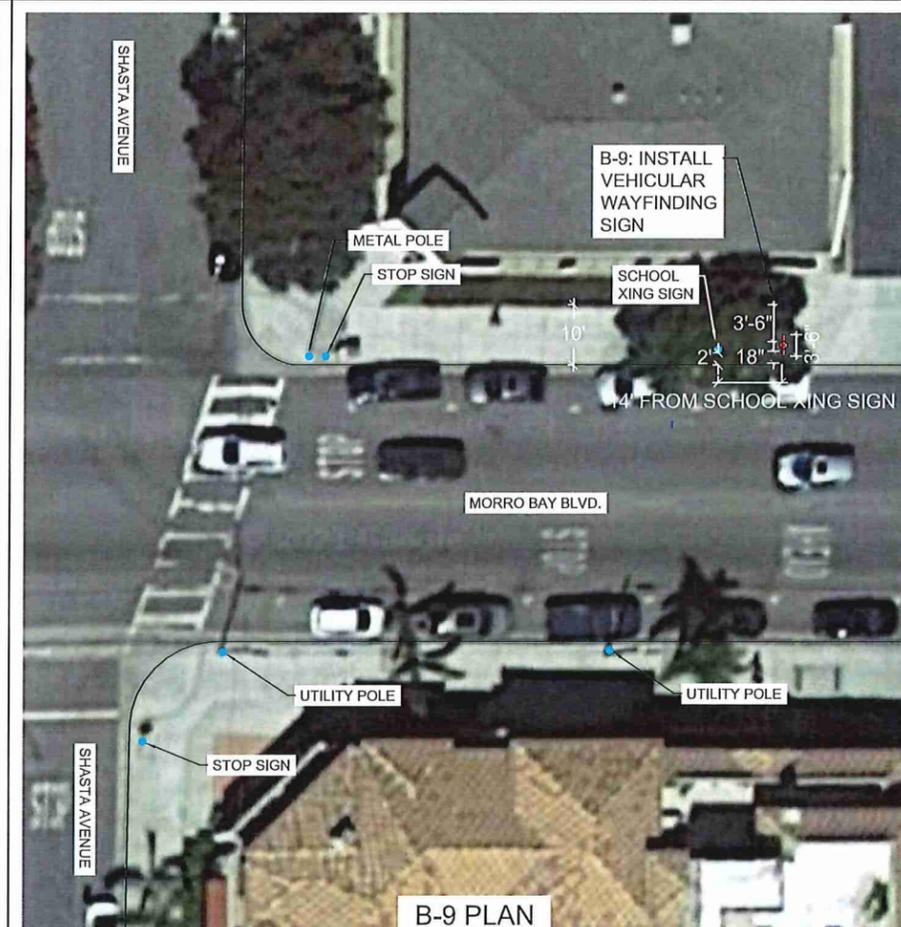
CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-8, B-9, B-10

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

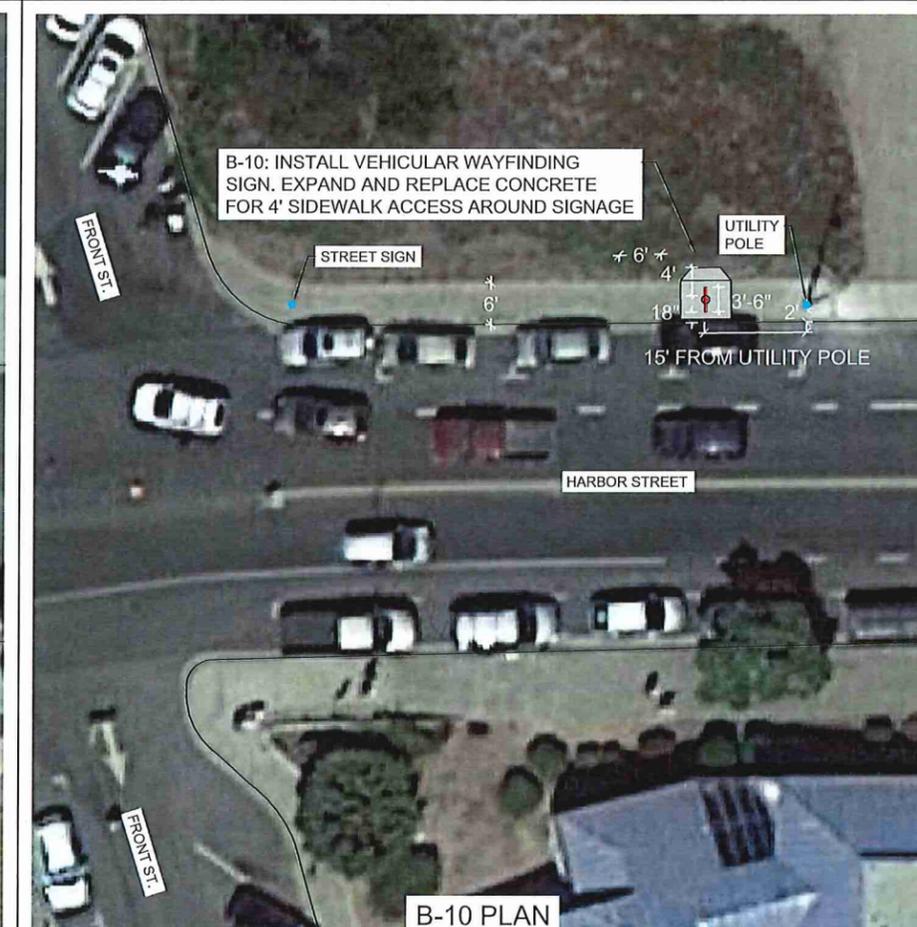
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PRJ. NO: MB2020-ST03



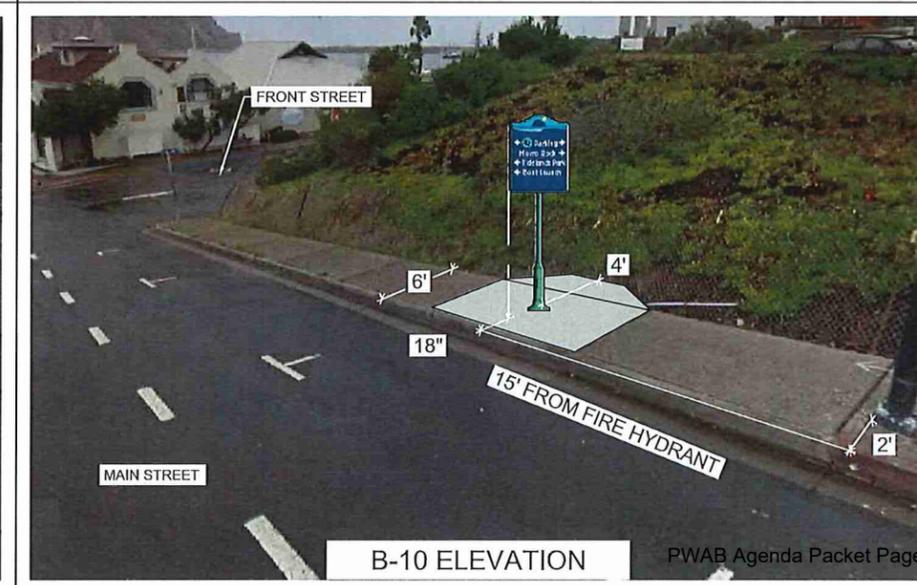
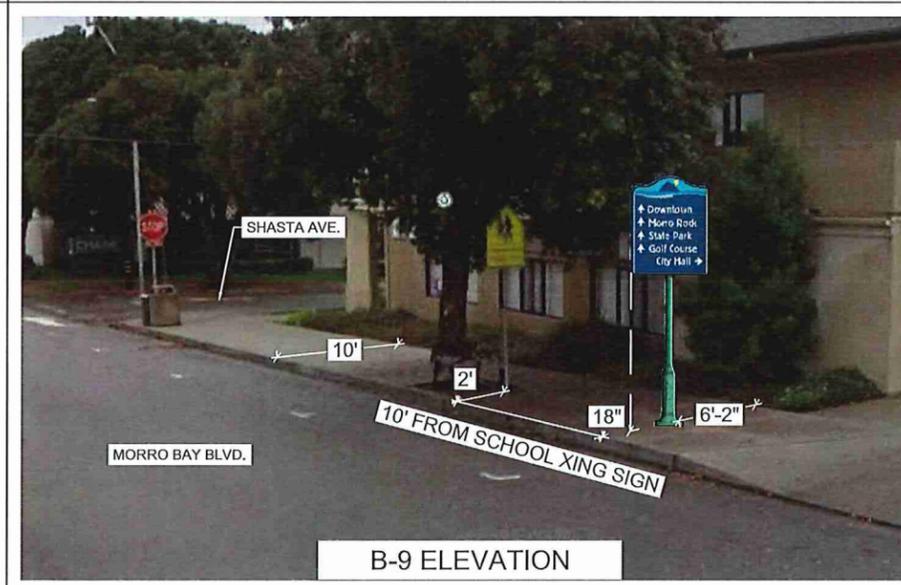
B-8 PLAN



B-9 PLAN



B-10 PLAN

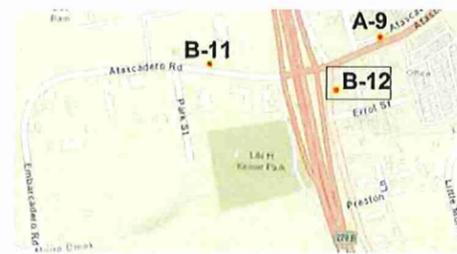




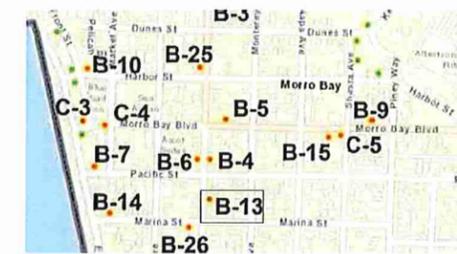
**B-11 : ATASCADERO ROAD WEST AT PARK STREET**



**B-12 : MAIN STREET NORTH AT ATASCADERO ROAD**



**B-13 : MAIN STREET NORTH AT PACIFIC STREET**



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CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-11, B-12, B-13

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:

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FILE:

DATE: 7-8-21

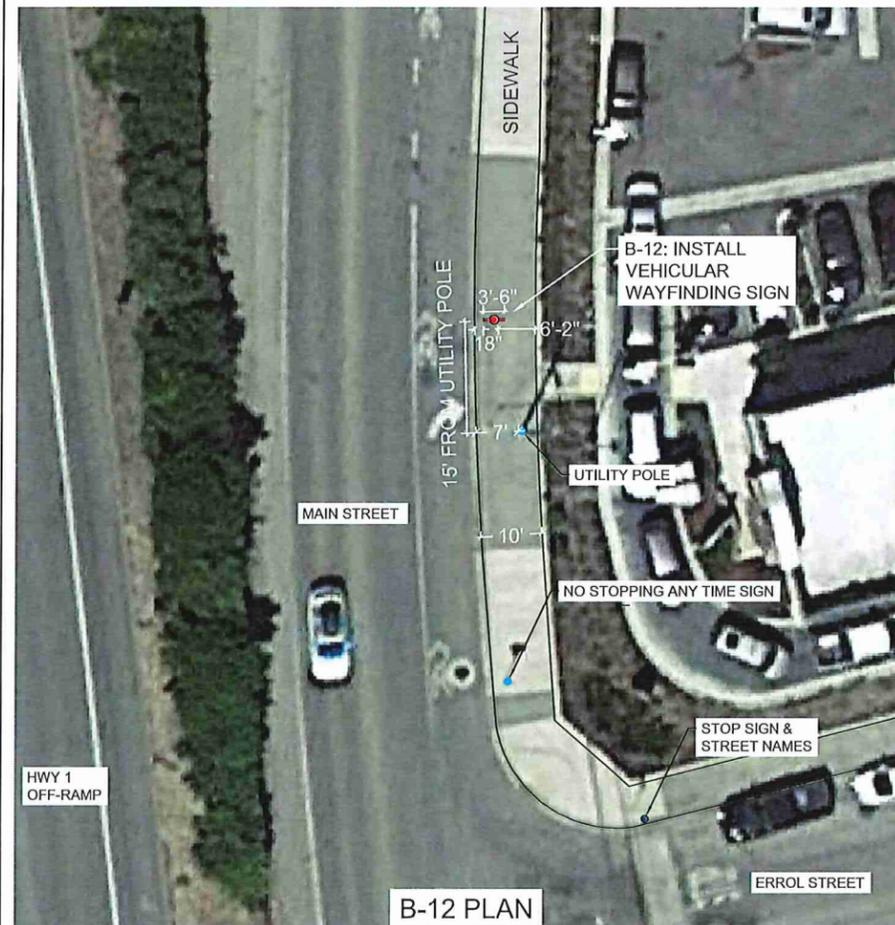
PRJ. NO: MB2020-ST03

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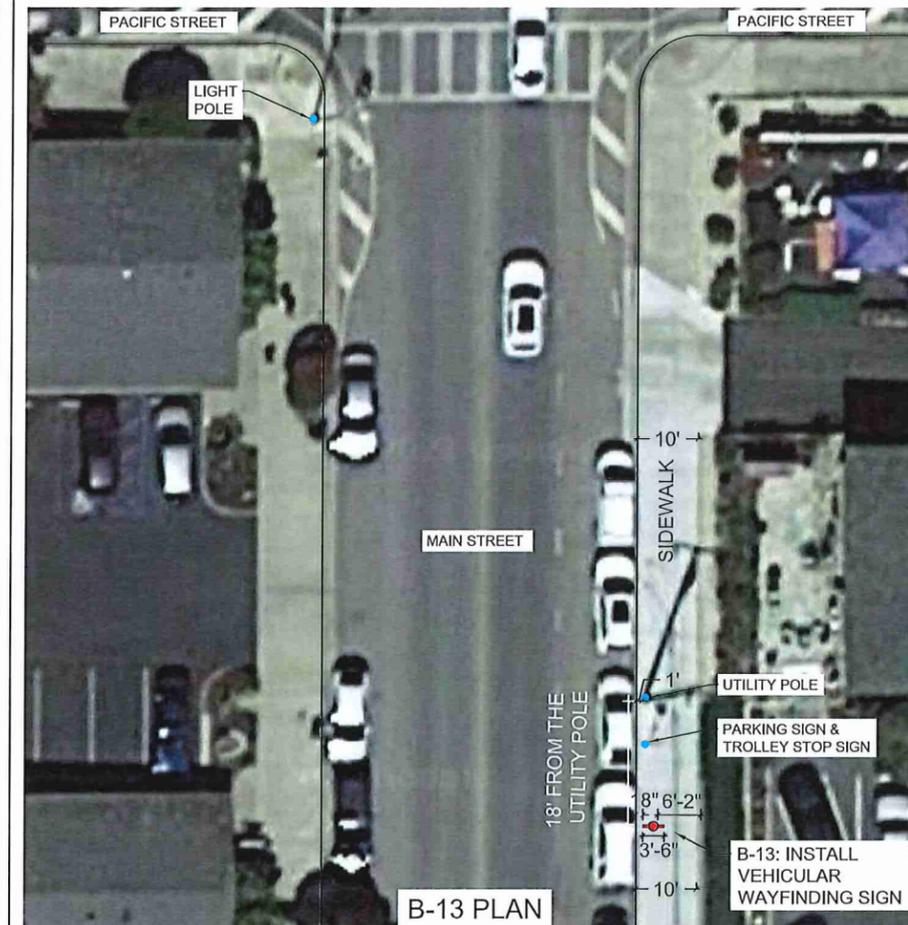
14 of 20



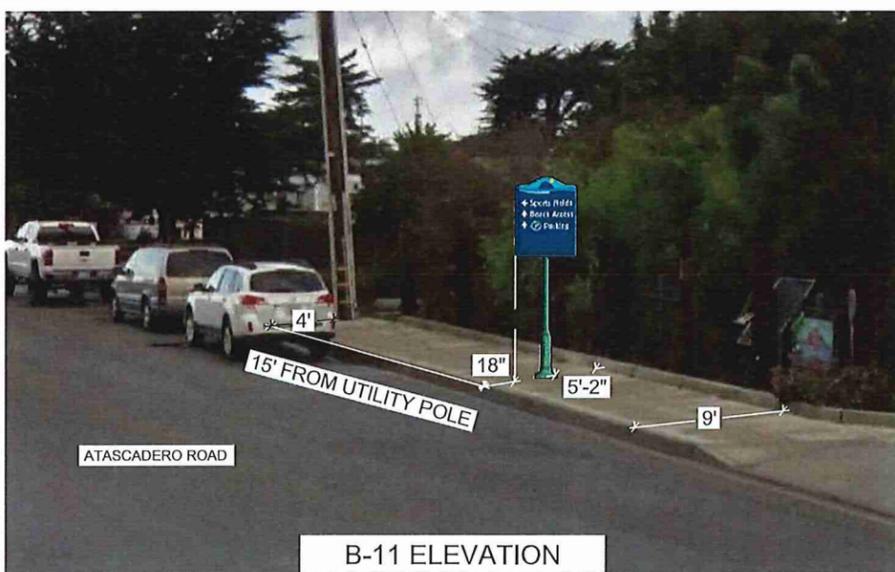
**B-11 PLAN**



**B-12 PLAN**



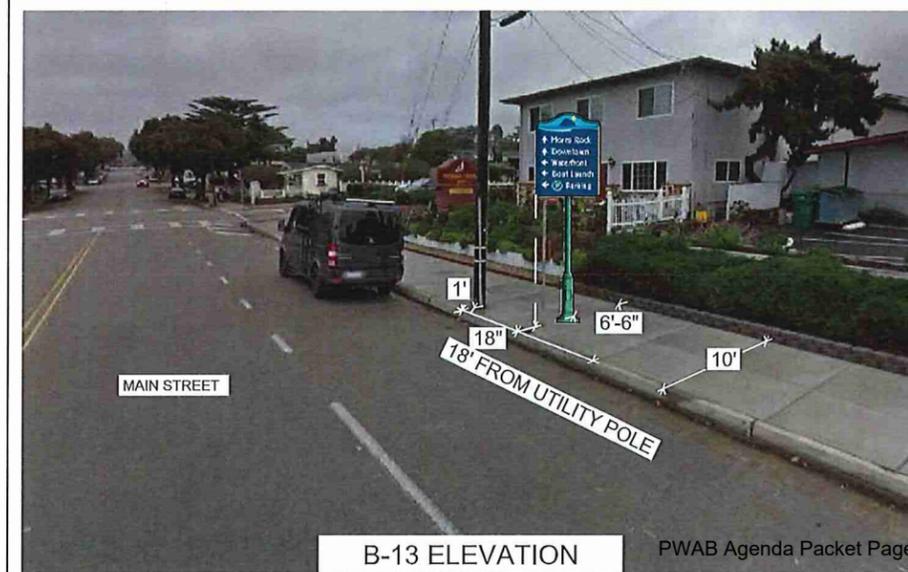
**B-13 PLAN**



**B-11 ELEVATION**



**B-12 ELEVATION**



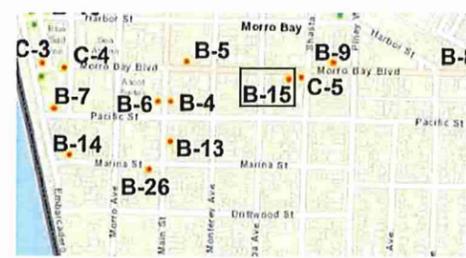
**B-13 ELEVATION**



**B-14 : MARINA STREET WEST AT EMBARCADERO ROAD**



**B-15 : MORRO BAY BLVD. EAST AT SHASTA AVENUE**



**B-16 : SAN JACINTO STREET WEST AT CORAL AVENUE**



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CONSTRUCTION**

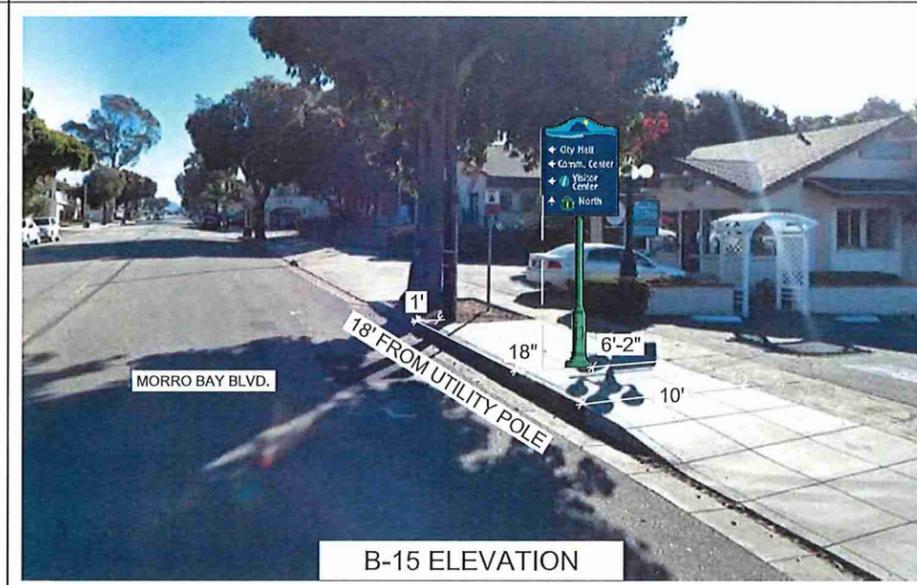
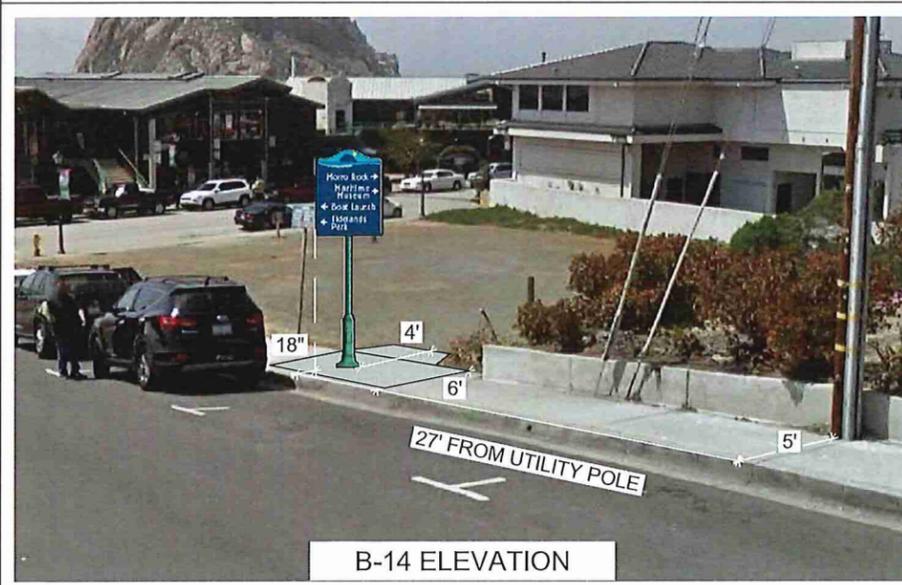
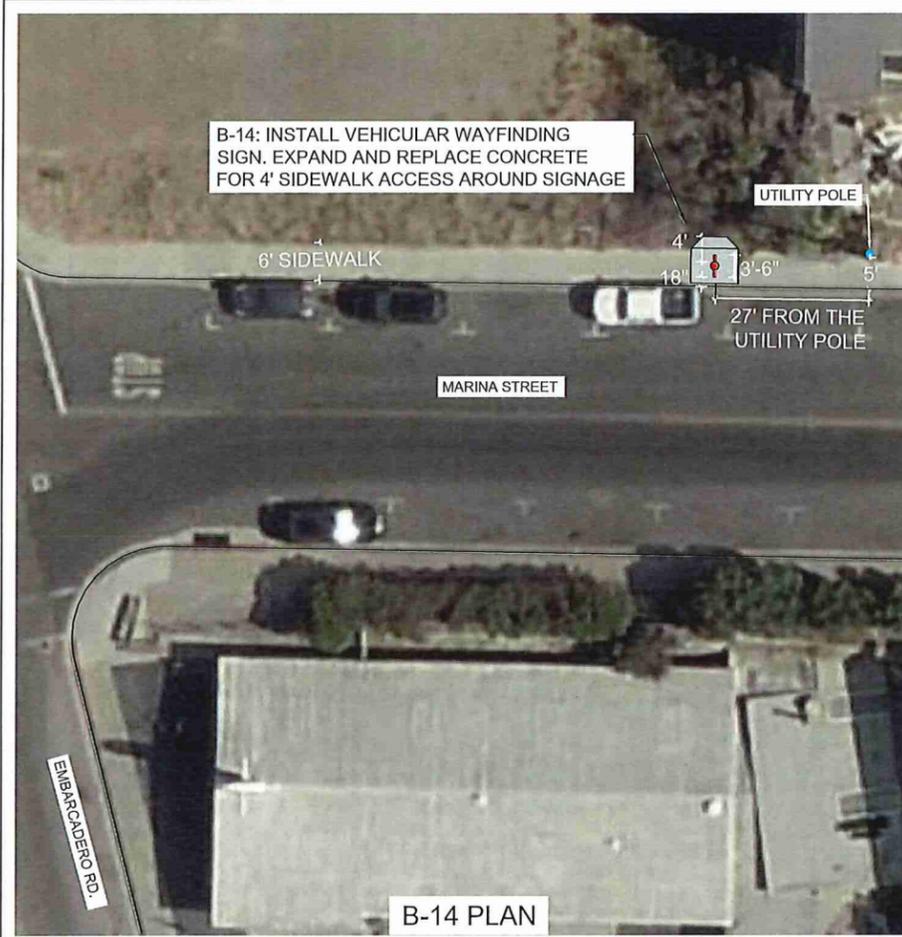
MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-14, B-15, B-16

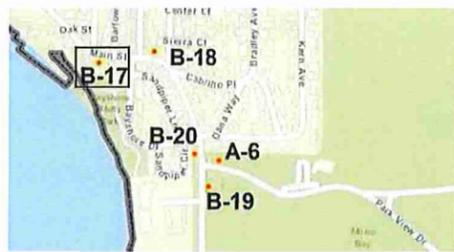
CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

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FILE:  
DATE: 7-8-21  
PRJ. NO: MB2020-ST03

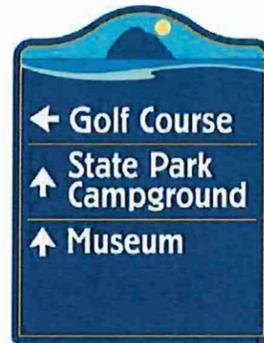
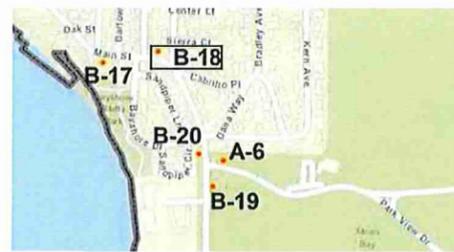




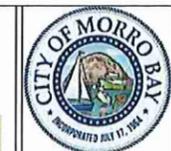
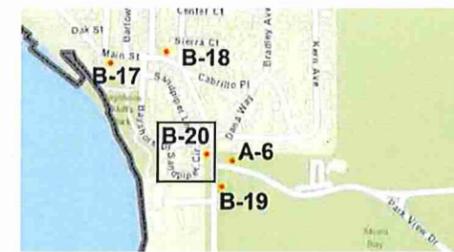
B-17 : MAIN STREET SOUTH AT BAY SHORE DRIVE



B-18 : MAIN STREET SOUTH AT BAY SHORE DRIVE



B-20 : MAIN STREET NORTH AT BAY SHORE DRIVE



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MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-17, B-18, B-20

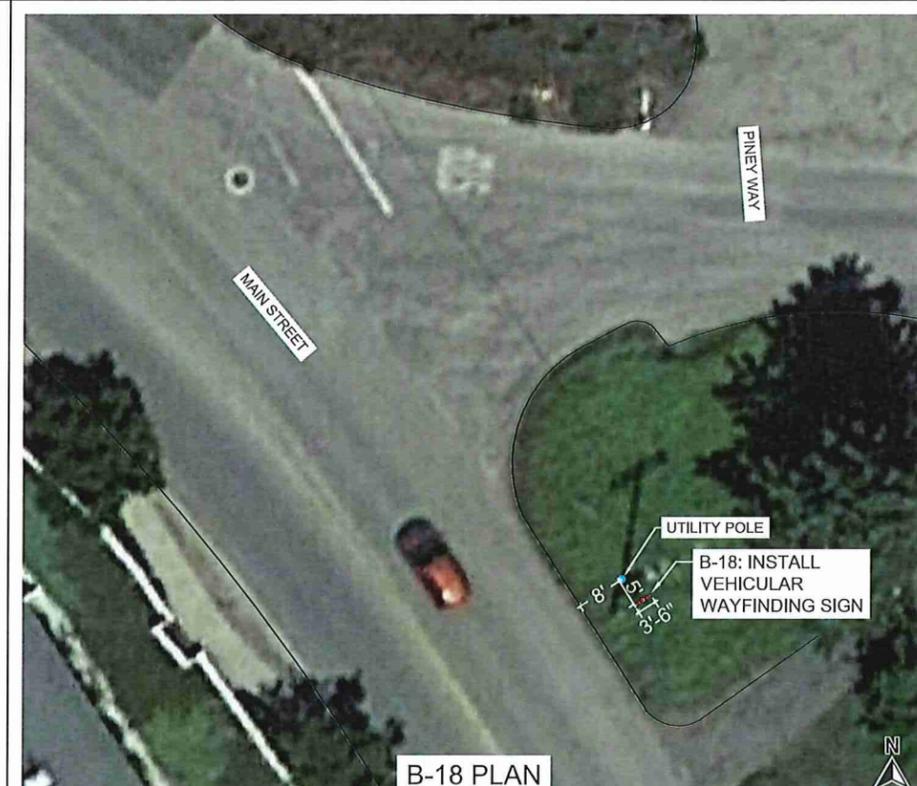
SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

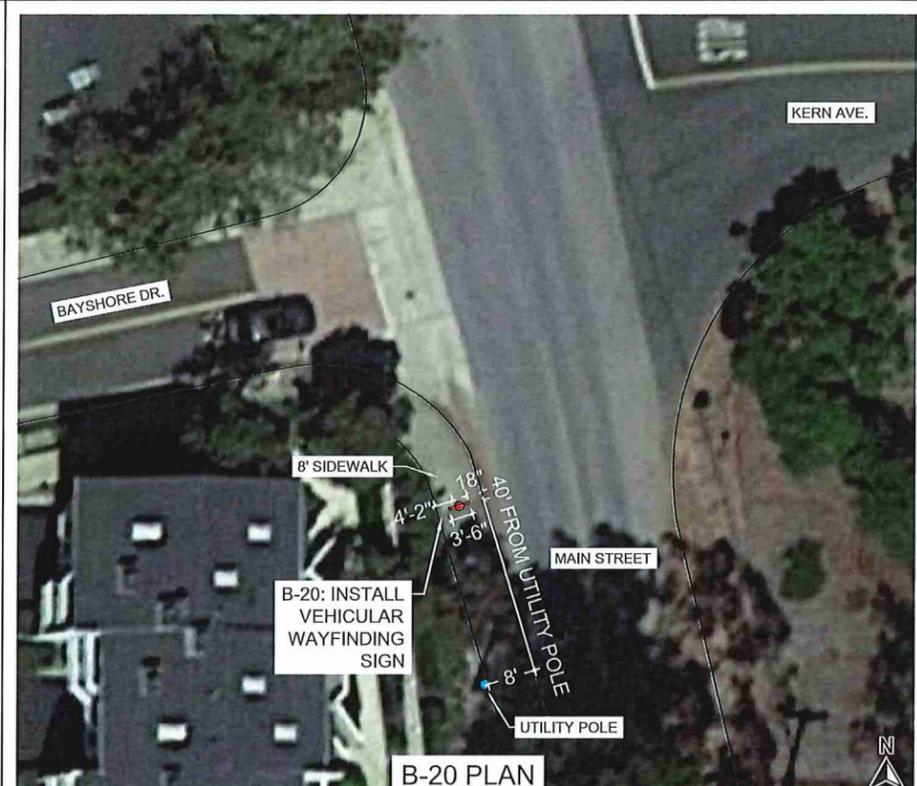
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PRJ. NO: MB2020-ST03



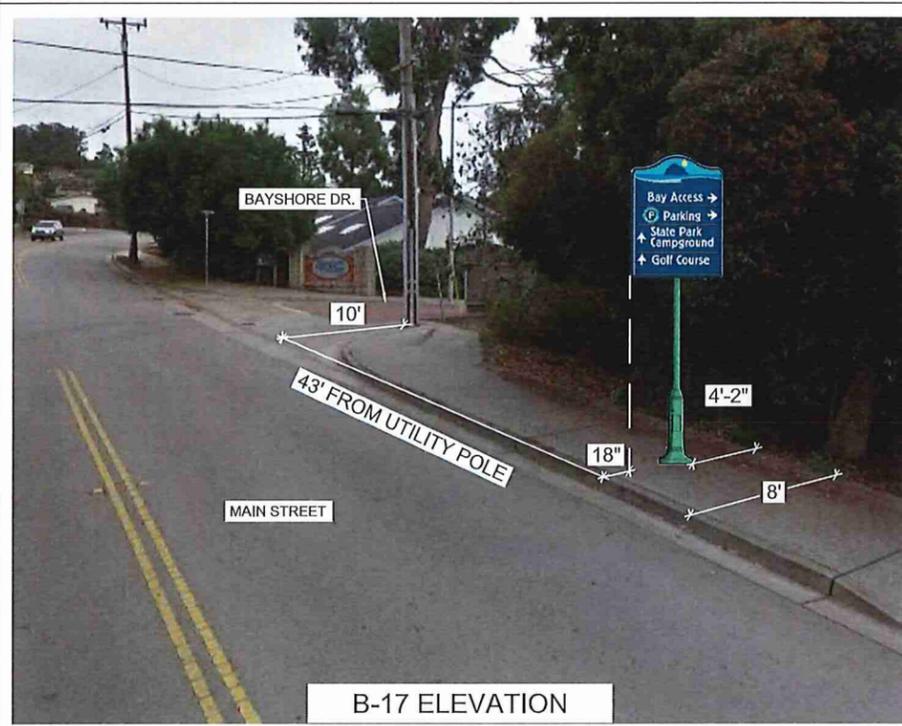
B-17 PLAN



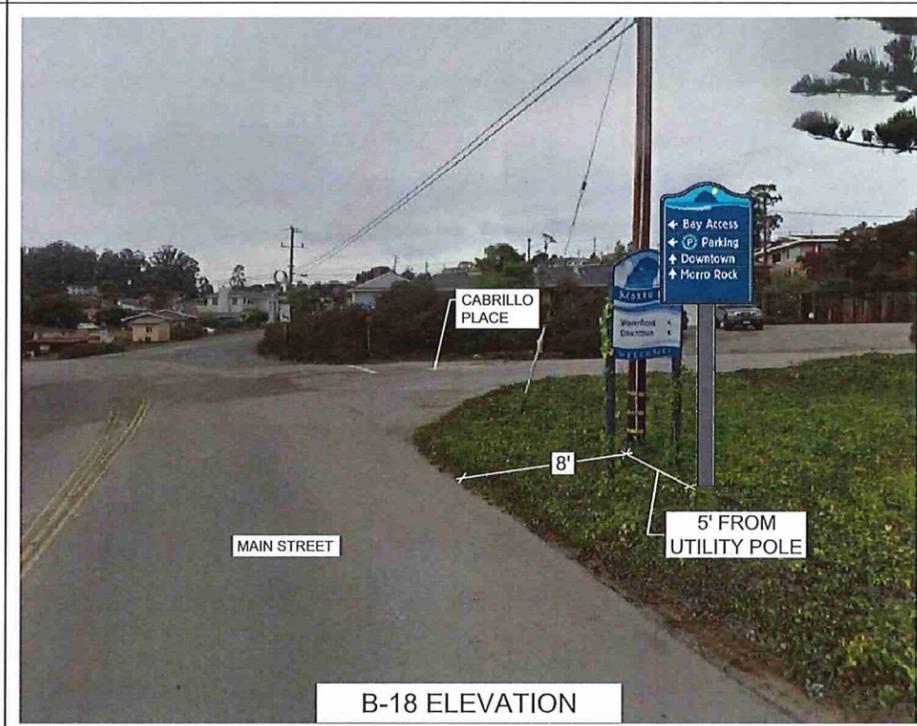
B-18 PLAN



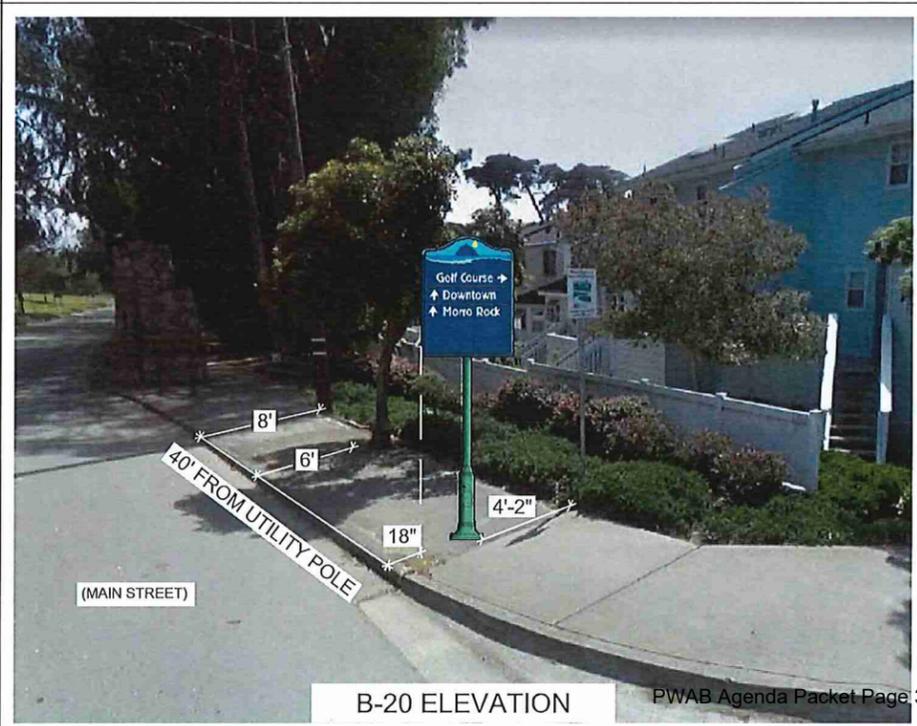
B-20 PLAN



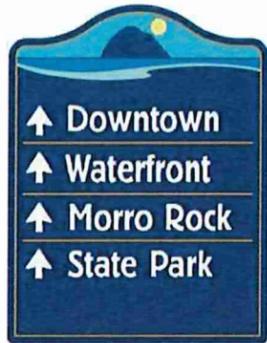
B-17 ELEVATION



B-18 ELEVATION



B-20 ELEVATION



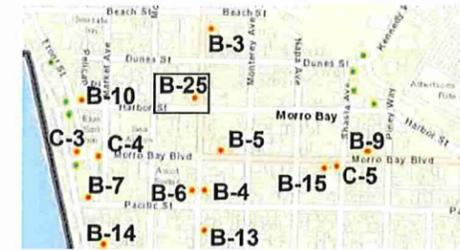
B-24 : MORRO BAY BLVD. WEST AT ROUNDABOUT



B-24.1 : MAIN STREET SOUTH AT PRESTON LANE



B-25 : MAIN STREET SOUTH AT HARBOR STREET



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CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

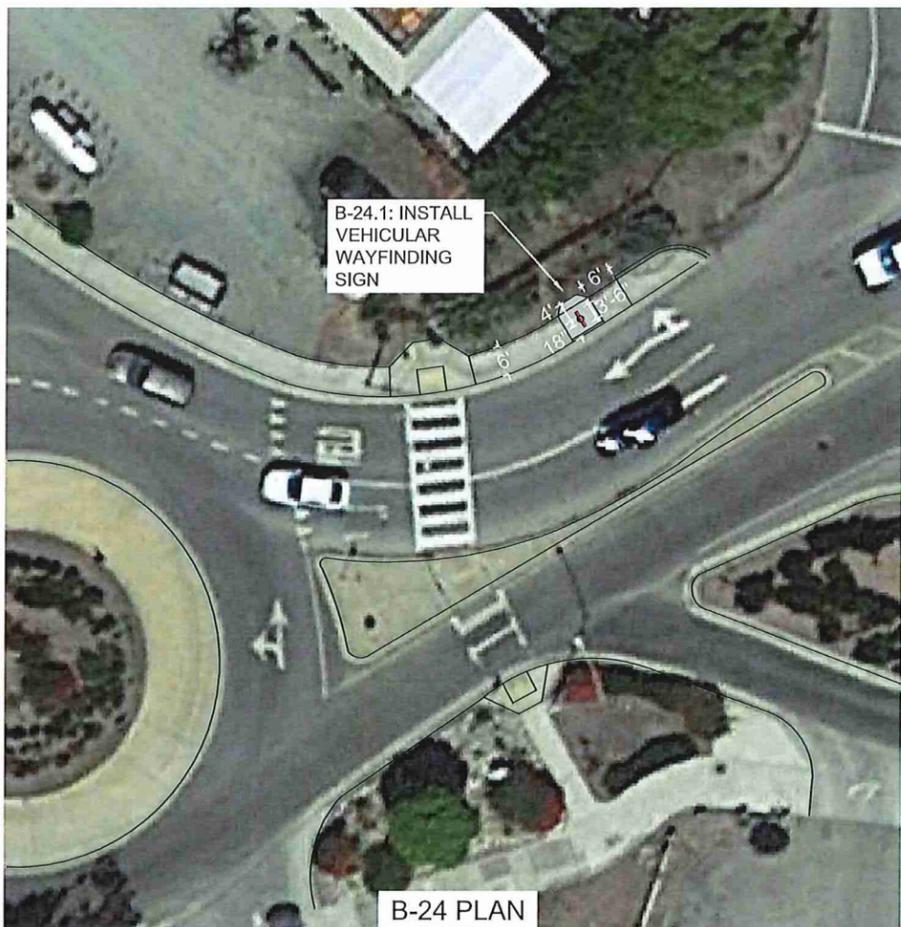
PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-24, B-24.1, B-25

SHT. NAME:

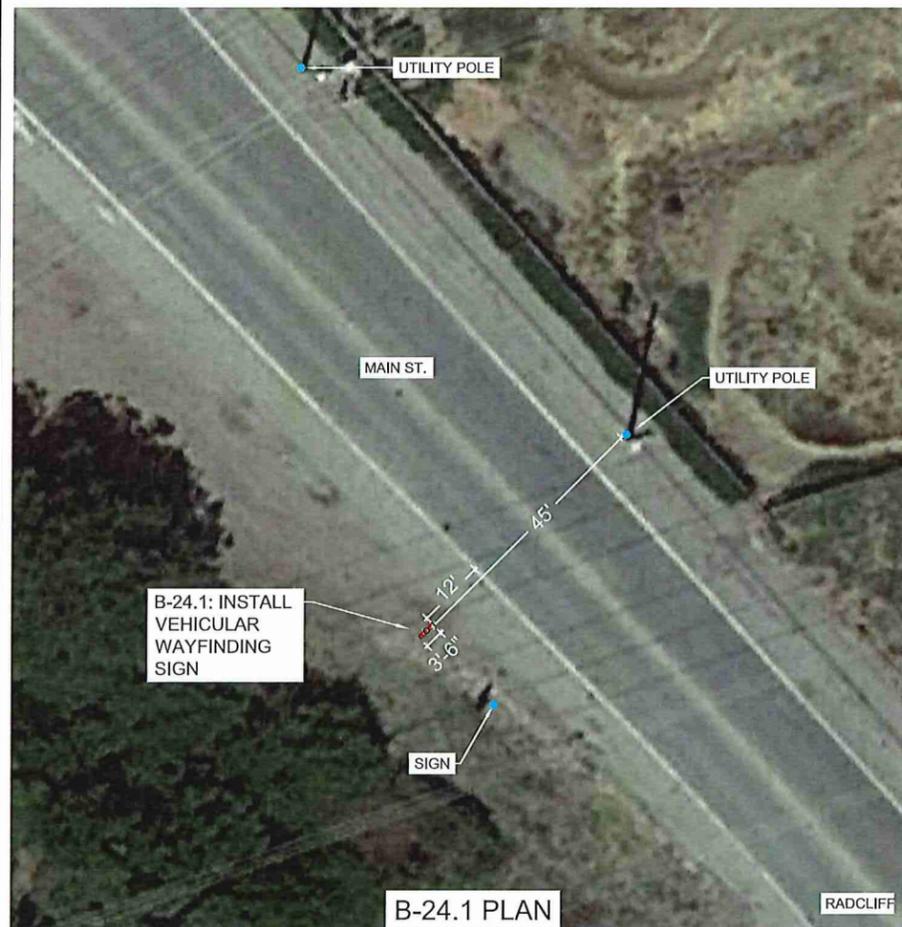
CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:  
DRAWN:  
CHECK:  
FILE:  
DATE: 7-8-21  
PRJ. NO: MB2020-ST03



B-24.1: INSTALL  
VEHICULAR  
WAYFINDING  
SIGN

B-24 PLAN



B-24.1: INSTALL  
VEHICULAR  
WAYFINDING  
SIGN

B-24.1 PLAN

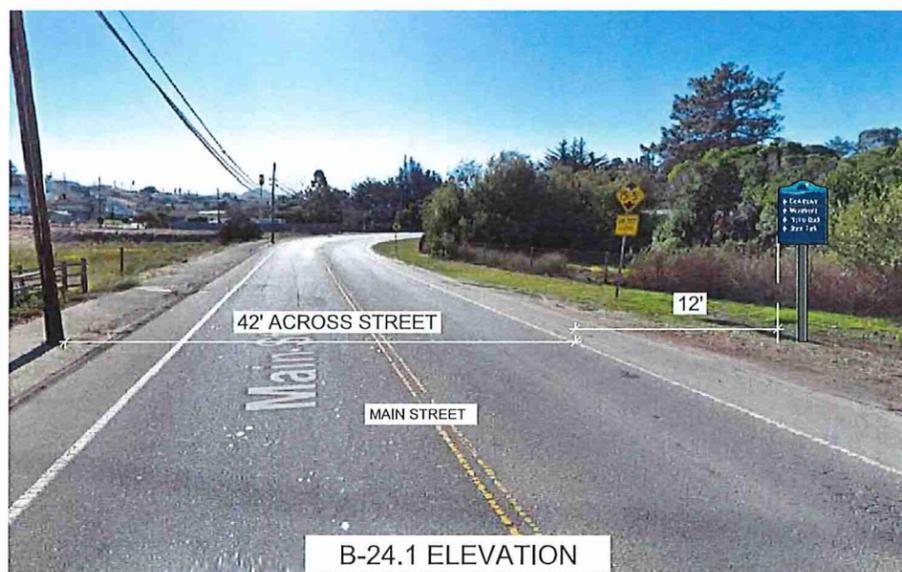


B-25: INSTALL  
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WAYFINDING  
SIGN

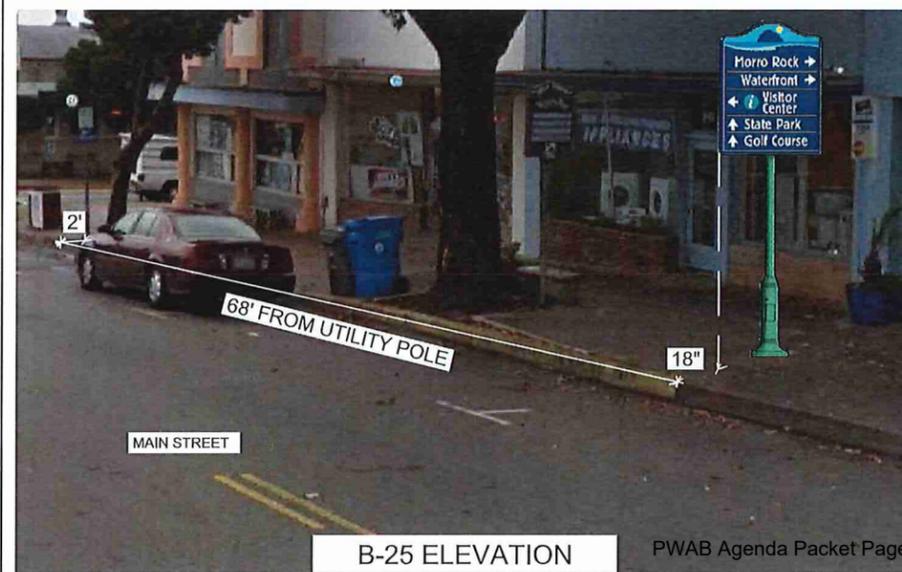
B-25 PLAN



B-24 ELEVATION



B-24.1 ELEVATION



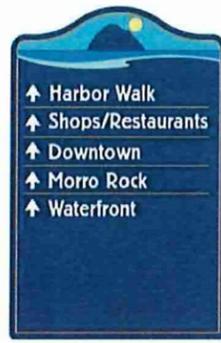
B-25 ELEVATION



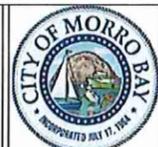
B-26 : MARINA STREET EAST AT MAIN STREET



B-27 : QUINTANA ROAD WEST AT MAIN STREET



C-1 : EMBARCADERO ROAD SOUTH, NORTH OF MORRO CREEK



BID SET ONLY  
NOT FOR  
CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS B-26, B-27, C-1

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:

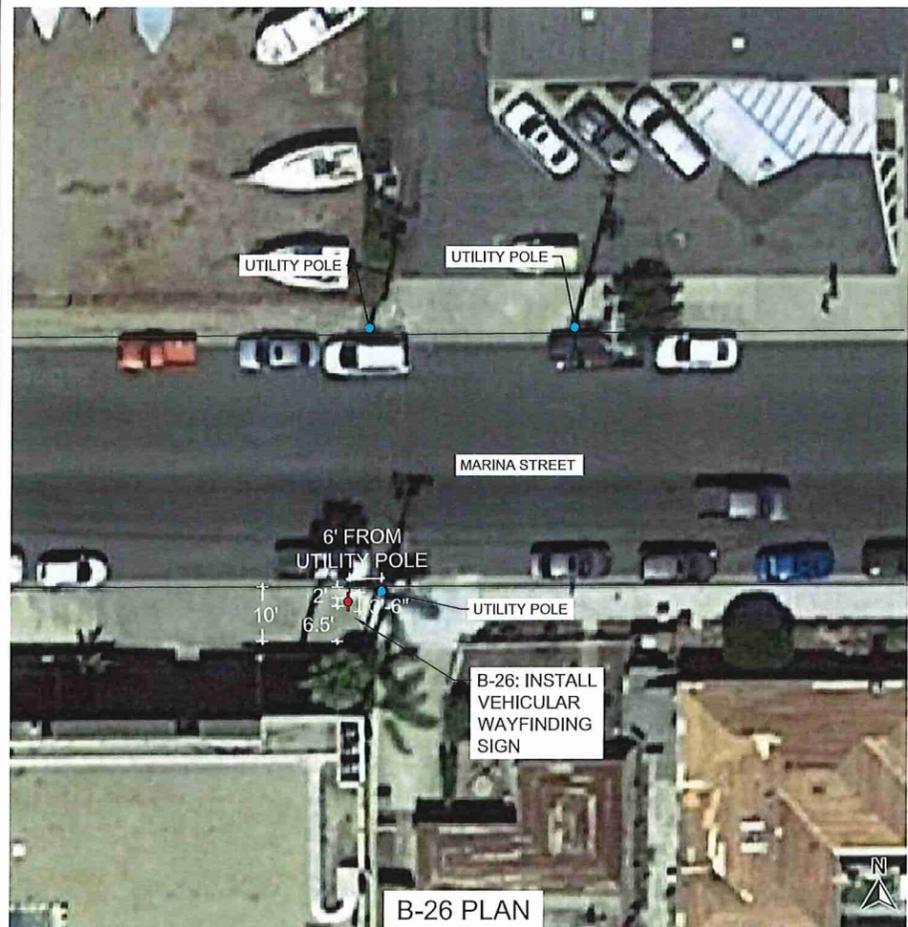
DRAWN:

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FILE:

DATE: 7-8-21

PRJ. NO: MB2020-ST03



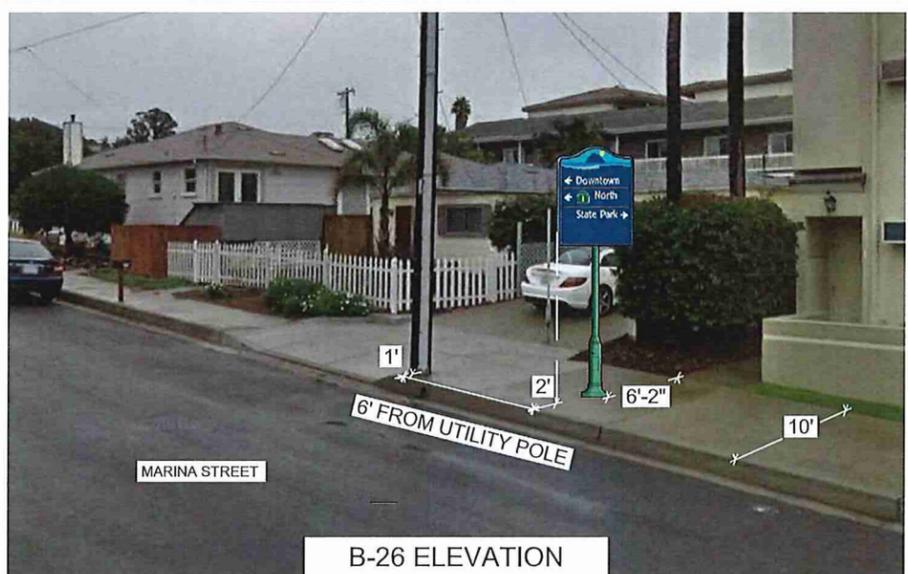
B-26 PLAN



B-27 PLAN



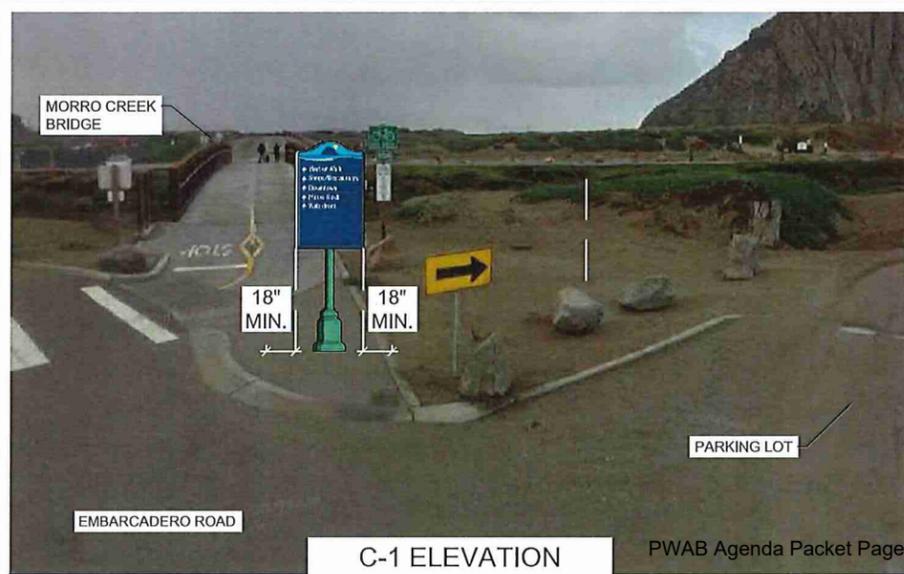
C-1 PLAN



B-26 ELEVATION



B-27 ELEVATION



C-1 ELEVATION

**C-2 : ON HARBOR WALK @ CIRCULAR VIEWING AREA**

FRONT BACK

- ↑ Harbor Walk
- ↑ Shops/Restaurants
- ↑ Downtown

- Morro Creek Bridge
- High School
- ↑ Morro Rock

**C-3 : AT BASE OF CENTENNIAL STAIR**

FRONT BACK

- ↑ Harbor Walk
- ↑ Waterfront
- Morro Rock
- ← Tidelands Park
- ← Boat Launch

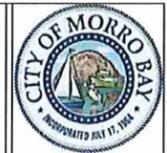
- ↑ Downtown
- ↑ Visitor Center
- ↑ City Hall
- ↑ Community Center

**C-4 : AT TOP OF CENTENNIAL STAIR**

FRONT BACK

- ↑ Waterfront
- ↑ Morro Rock
- ↑ Harbor Walk
- ↑ Tidelands Park
- ↑ Boat Launch

- ↑ Downtown
- ↑ Visitor Center
- ↑ City Hall
- ↑ Community Center
- ↑ Library



BID SET ONLY  
NOT FOR  
CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS C-2, C-3, C-4

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

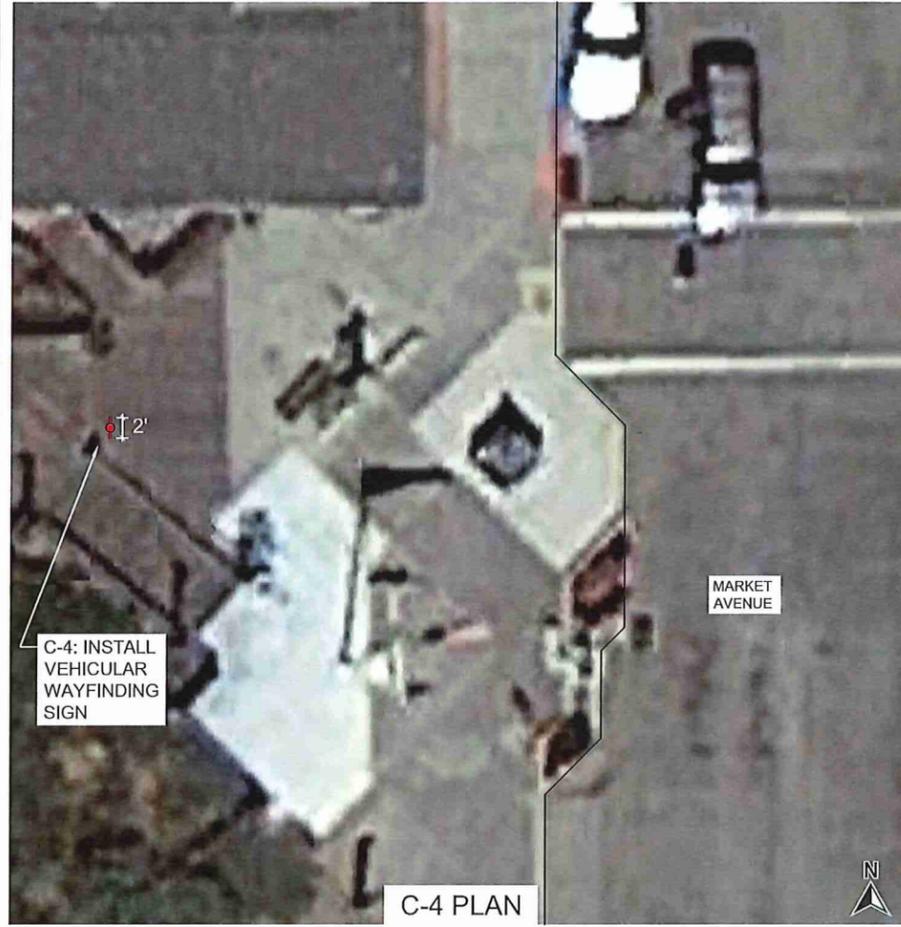
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CHECK:  
FILE:  
DATE: 7-8-21  
PRJ. NO: MB2020-ST03



C-2 PLAN



C-3 PLAN



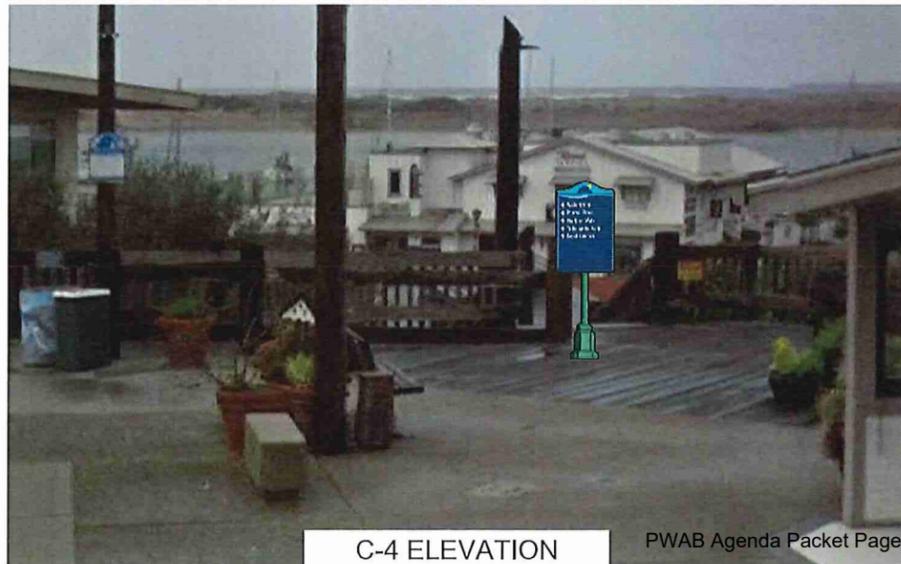
C-4 PLAN



C-2 ELEVATION



C-3 ELEVATION



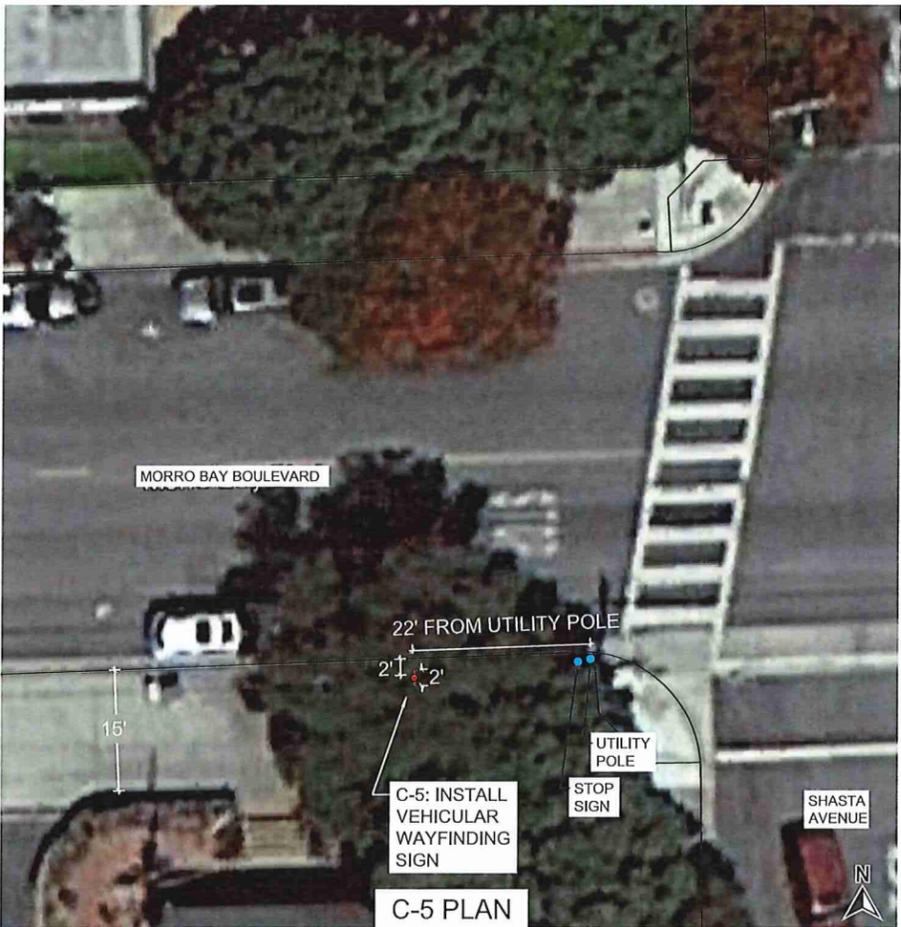
C-4 ELEVATION

**C-5 : CORNER OF MORRO BAY BLVD. AND SHASTA AVENUE**

**FRONT**      **BACK**

- ← City Hall
- ← Community Center
- ← Visitor Center
- ← Library

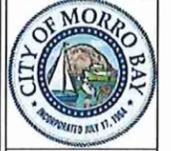
- City Hall
- Community Center
- Visitor Center
- Library



P = PARKING



**NOTE :** LOCATION OF P-SIGNS TO BE MARKED BY THE ENGINEER PRIOR TO INSTALLATION.



BID SET ONLY  
NOT FOR  
CONSTRUCTION

MORRO BAY  
DIRECTIONAL SIGN PROGRAM  
MB2020-ST03

PROJ. NAME:

CITY RIGHT-OF-WAY  
LOCATION FOR SIGNS C-5 & PARKING

SHT. NAME:

CITY OF MORRO BAY  
PUBLIC WORKS DEPARTMENT  
955 SHASTA AVE., MORRO BAY, CA 93442  
1-805-772-6261 WWW.MORROBAYCA.GOV

DESIGN:  
DRAWN:  
CHECK:  
FILE:  
DATE: 7-8-21  
PRJ. NO: MB2020-ST03



Public Works Department

July 9, 2021

## ***WAYFINDING SIGNAGE PROGRAM***

*Project No. MB2020-ST03*

*Specifications and Contract Documents*

APPROVED:

A handwritten signature in blue ink, appearing to read 'Rob Livick', is written over a horizontal line.

Rob Livick, PE/PLS/QSD  
City Engineer



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## PROJECT TITLE PAGE

### WAYFINDING SIGNAGE PROGRAM

Specifications and Contract Documents

Project No. MB2020-ST03

City of Morro Bay

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#### CITY COUNCIL

John Headding	Mayor
Jeff Heller	Mayor Pro Tem
Rob Davis	Council Member
Dawn Addis	Council Member
Laurel Barton	Council Member

#### CITY ADMINISTRATION

Scott Collins	City Manager
Dana Swanson	City Clerk
Chris F. Neumeyer	City Attorney

#### PUBLIC WORKS DEPARTMENT

Greg Kwolek	Director
Rob Livick, PE/PLS/QSD	City Engineer
Pamela Newman	Assistant Engineer

#### COMMUNITY DEVELOPMENT DEPARTMENT

Scot Graham	Director
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#### MORRO BAY CHAMBER OF COMMERCE

Erica Crawford	President/CEO
----------------	---------------

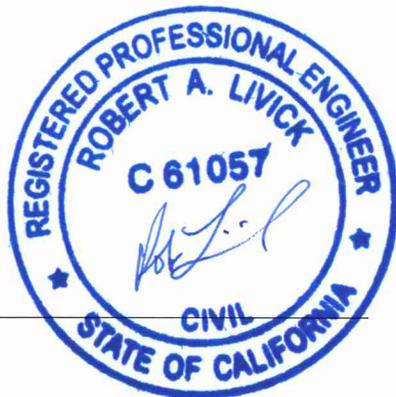
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## CERTIFICATION

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Civil Engineer, licensed in the State of California:

SPECIFICATION AND PLANS PREPARED AND REVIEW BY:

City of Morro Bay Public Works



12 July 2021

---

Rob Livick, PE/PLS/QSD  
City Engineer

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## NOTICE TO BIDDERS

**City of Morro Bay  
Public Works Department  
WAYFINDING SIGNAGE PROGRAM  
Project No. MB2020-ST03**

Notice is hereby given that the City Clerk of the City of Morro Bay, California, in the City Clerk's Office, 595 Harbor Street, Morro Bay, CA 93442, will receive sealed bids until **2:00 P.M. Thursday, August 12, 2021**. Bids received after that time will be returned un-opened. The bids shall be opened and read aloud by the City Clerk, on the above-specified date at or about 2:05 P.M. in an adjacent conference room accessible to the bidders and the public either in person or via teleconference.

Mailing and hand delivery address for bid proposals is:

**595 Harbor Street, Morro Bay, CA 93442**

All bids shall be clearly marked, to prevent inadvertent opening by City mail management staff in advance of the bid opening, as:

**MB2021- ST03  
WAYFINDING SIGNAGE PROGRAM**

### **Scope of Work:**

General work description: The work shall include but is not limited to furnishing and installing custom roadway directional signs, poles, foundations, removing and/or relocating existing roadway signs, and patching sidewalk all as shown on the plans and/or as specified herein.

The Contractor shall order signs and poles and provide to the Engineer written evidence of the order(s) and the manufacturer's/fabricator's estimated date for delivery ten (10) working days from the issuance of a Notice to Proceed. As provided in the Contract Documents, the Contractor shall pay to the City the sum of One Hundred Dollars (\$100.00) for each and every working day delay in submitting the proof of sign and poles orders and schedule for delivery beyond the ten (10) working days from the Notice to Proceed.

Once the signs and poles are delivered, the Contractor shall have Forty (40) WORKING days to complete their installation. The Contractor shall pay to the City the sum of Two Hundred Dollars (\$200.00), for each and every calendar day delay in finishing the work in excess of the calendar day completion time.

The Contract Documents may be obtained for electronic download from ASAP Reprographics, [www.asapreprographics.com](http://www.asapreprographics.com). Bidders must register as an Official Plan Holder at ASAP Reprographics and pay \$25 (non-refundable) to download Contract Documents (including technical specifications and drawings) and be assured of receiving all addenda and plan revisions that may occur during the bidding process. Hard copies of the Contract Documents can be purchased by registered plan holders directly from ASAP Reprographics located at 365 Quintana Road, Morro Bay, CA 93442. The document holder list may be viewed online at [www.asapreprographics.com](http://www.asapreprographics.com). This notice and all other addenda are posted on the City's Bid Board at 995 Shasta Avenue and the City website: [www.morrobayca.gov/Bids](http://www.morrobayca.gov/Bids)

No bid will be accepted from a Contractor who is not licensed with classification "A" or "C-45" license in accordance with the provisions of the California Contractors License Law. The City reserves the right to reject any and all proposals, to waive irregularities, and make an award deemed in the best interest of the City. Postmarks and facsimiles are not acceptable.

Requests for information or clarification must be submitted IN WRITING and received in the Department of Public Works no later than 5:00 p.m. on Thursday, August 5, 2021. Requests may be submitted via e-mail to: Rob Livick, PE/PLS/QSD – City Engineer via email at [rlivick@morrobayca.gov](mailto:rlivick@morrobayca.gov)

---

### **ADVERTISEMENT TO BID**



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## INVITATION TO BID

### 1. RECEIPT OF BIDS

Notice is hereby given that the City Clerk of the City of Morro Bay, California, in the City Clerk's Office, 595 Harbor Street, Morro Bay, CA 93442, will receive sealed bids until **2:00 P.M. Thursday, August 12, 2021** for the **WAYFINDING SIGNAGE PROGRAM: MB2020-ST03**. Time reference for bid opening will be Verizon cellular phone service. Bids submitted after 2:00 P.M. shall not be considered and will be returned to the bidder unopened.

### 2. BID OPENING

- 2.1 All bids must be in a sealed envelope addressed to the City Clerk and delivered to the Office of the City Clerk, 595 Harbor Street, Morro Bay, CA 93442, and shall bear the Project Title, Project Number, and Name of the Bidder.
- 2.2 The bids shall be opened and read aloud by the City Clerk, on the above-specified date at or about 2:05 PM in an adjacent conference room accessible to the bidders and the public.
- 2.3 Each Bidder shall guarantee the Total Bid Price for a period of 90 days after the date of bid opening.

### 3. EXAMINATION AND PROCUREMENT OF DOCUMENTS

- 3.1 The Contract Documents may be obtained for electronic download from ASAP Reprographics, [www.asapreprographics.com](http://www.asapreprographics.com). Bidders must register as an Official Plan Holder at ASAP Reprographics and pay \$25 (non-refundable) to download Contract Documents (including technical specifications and drawings) and be assured of receiving all addenda and plan revisions that may occur during the bidding process. Hard copies of the Contract Documents can be purchased by registered plan holders directly from ASAP Reprographics located at 365 Quintana Road, Morro Bay, CA 93442. The document holder list may be viewed online at [www.asapreprographics.com](http://www.asapreprographics.com).
- 3.2 This notice and all other addenda are posted on the City's Bid Board at 995 Shasta Avenue and the City website: [www.morrobayca.gov/Bids](http://www.morrobayca.gov/Bids)

### 4. COMPLETION OF WORK

The WORK, as defined in the specifications, per the following: The Contractor shall order signs and poles and provide to the Engineer written evidence of the order(s) and the manufacturer's/fabricator's estimated date for delivery ten (10) working days from the issuance of a Notice to Proceed. As provided in the Contract Documents, the Contractor shall pay to the City the sum of One Hundred Dollars (\$100.00) for each and every working day delay in submitting the proof of sign and poles orders and schedule for delivery beyond the ten (10) working days from the Notice to Proceed.

Once the signs and poles are delivered, the Contractor shall have Forty (40) WORKING days to complete their installation. The Contractor shall pay to the City the sum of Two Hundred Dollars (\$200.00), for each and every calendar day delay in finishing the work in excess of the calendar day completion time.

### 5. DESCRIPTION OF THE WORK

The ENGINEER'S ESTIMATE for the WORK is \$130,000 to \$150,000 dollars.

The proposed WORK is generally described as follows:

The work shall include but is not limited to furnishing and installing custom roadway directional signs, poles, foundations, removing and/or relocating existing roadway signs, and patching sidewalk all as shown on the plans and/or as specified herein or in accordance with City of Morro Bay Standard Drawings and the Project Plans and Specifications.

6. LOCATION OF THE WORK

The WORK is located Citywide within the City of Morro Bay as shown on the project plans.

7. CERTIFICATION OF BIDS (BID BOND)

Each Bid must be accompanied by Certified or Cashier's Check, or a Bidder's Bond in the sum of not less than 10% of the total aggregate amount of the Bid, and the Check or Bond shall be made payable to the order of the City of Morro Bay to cover damages in case the successful bidder fails to file satisfactory bonds and insurance as required by the Contract Documents, or fails or refuses to enter into a Contract within the specified time. A bid shall not be considered responsive unless one of the forms of Bidder's security is enclosed with it.

8. GOVERNING LAWS AND REGULATIONS

8.1 Public Contract Code

The bidding of the project is governed by the State of California Public Contract Code. The Public Contract Code makes provisions for the rejection of bids and sets forth alternate contract procedures. The Contract will be awarded to the lowest responsive and responsible bidder, subject to City's right to reject any or all bids and to waive any informality in the bids or in the bidding. If two or more bids are the same and the lowest, then the City may accept the one it chooses. If all bids are rejected, then the City, after re-evaluating its project cost estimates, may, subject to the provisions of Section 22038 of the Public Contract Code; (1) abandon the project, (2) re-advertise for bids, (3) proceed with the project utilizing City personnel, or force account. If no bids are received, then the project may be performed by City employees, by force account, or by negotiated contract.

8.2 Contractor's License

Prior to the award of the Contract, the successful bidder is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code of the State of California. Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Contractor's License shall be "**General A or C-45**". Failure of a bidder to obtain adequate licensing for an award of a Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's Bond.

8.3 City Business Tax Certificate

The successful bidder and all sub-contractors under him/her/it, who perform any portion of the WORK on the project, are required to obtain, at their expense, a City business tax certificate as required by Title 5 of the Morro Bay Municipal Code (MBMC), with particular reference given to Section 5.08.080 of the MBMC. Proof of possession of a business tax certificate shall be submitted with the executed contract as a required attachment.

8.4 Payment of General Prevailing Rate

Pursuant to the provisions of Section 1770, 1773, 1773.1, 1773.6 and 1773.7 as amended of the Labor Code of the State of California, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, vacations, pensions, and similar purposes applicable to the work to be done. Not less than the general prevailing rate of per diem wages for work of a similar character in the

locality in which the public WORK is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Section 1771 of the Labor Code, shall be paid to all workmen employed on this project, including employer payments as defined in Section 1773.1 of the Labor Code. The Prevailing wage rate determination is on file with the City Capital Projects Manager, 955 Shasta Avenue, Morro Bay, CA 93442 and is available for public inspection and is considered a part of this Specification.

8.5 Classification Not Covered by Prevailing Rate

Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the stipulated classifications, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to the work to be performed by him and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification.

8.6 Registration to Bid

No contractor or subcontractor may be listed on a bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5; except as otherwise may be permitted by Labor Code section 1771.1(a).

8.7 Reporting Certified Payrolls

The City of Morro Bay reports to the California Department of Industrial Relations (DIR) for labor compliance monitoring. The winning Bidder and all its subcontractors will be required to submit electronic payroll forms on a bi-weekly basis in compliance with Section 1776 of the Labor Code. Failure to successfully submit certified payroll information may result in a withholding of monthly progress payments.

8.8 Overtime, Sundays, and Holidays

Not less than one and one-half (1-1/2) times the basic hourly rate plus applicable employer payments. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

8.9 Apprentices

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any sub-contractor under him. It is the Contractor's responsibility to submit contract award information to the Department of Industrial Relations as required by the Labor Code.

9. ADMINISTRATION DURING BIDDING

All communications relative to this WORK shall be directed to the Pamela Newman in writing at [pnewman@morrobayca.gov](mailto:pnewman@morrobayca.gov) prior to opening of the Bids.

10. NON-MANDATORY SITE VISIT

Prospective bidders are encouraged to tour the proposed site locations to acquaint bidders with the site conditions.

CITY OF MORRO BAY



Rob Livick, PE/PLS/QSD  
City Engineer

Date: 12 July 2021

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## INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders and the Invitation to Bidders that are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a price or quote to a Bidder.

2. QUALIFICATIONS OF BIDDERS

2.1 To demonstrate Bidder's qualifications to perform the WORK, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for by the Owner.

Bidder shall submit the following information with the Bid. Failure to do so may deem the bid as non-responsive:

### INFORMATION REQUIRED OF BIDDER

Documentation that the bidder has been engaged in the contracting business, under the present business name, for 5 years, and is experienced in work of a nature similar to that covered in the proposal extending over a period of 5 years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

\_\_\_\_\_

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm, or authority indicated, and to whom reference is made:

YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. INTERPRETATIONS AND ADDENDA

3.1 Interpretation of Contract Documents: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings or

specifications, he may submit to the City a written request for an interpretation or correction thereof not less than ten (10) days prior to the date bids are to be opened. The person or company submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addenda and will be mailed, faxed or delivered to each plan holder listed as receiving a set of such documents for the project. City will not be responsible for any other explanation or interpretation of the Contract Documents. Oral clarifications shall not be legally binding.

- 3.2 Addenda may also be issued to make other additions, deletions, or revisions to the Contract Documents.
- 3.3 Bidders shall make no special interpretation, inference, or intent from differing formats of the addenda.
- 3.4 Bidders who fail to acknowledge receipt of Addenda will be deemed non-responsive.

#### 4. BIDDERS EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1 Bidders Responsibility: It is the responsibility of each Bidder before submitting a bid to:
  - A. Examine and carefully study the Contract Documents and other data identified in the Bidding documents, including any Addenda, attachments, and technical data;
  - B. To visit the site to become familiar with the local conditions that may affect cost, progress, or performance, of the WORK;
  - C. To consider and conform to all Federal, State, and Local laws and regulations that may affect cost, progress, or performance, of the WORK;
  - D. To correlate the information known to the Bidder from site visits, reports, documents, and investigations with the Contract Documents; and
  - E. To notify the Owner's Representative of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other data.
- 4.2 Subsurface and Physical Conditions: Reference is made to the Supplementary General Conditions for identification of:
  - A. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Utilities) which are at or contiguous to the site have been utilized by the ENGINEER in the preparation of the Contract Documents.
  - B. The ENGINEER makes no representation as to the completeness of the reports or drawings referred to in Paragraphs 4.2A above or the accuracy of any data or information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports and drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any interpretation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein
- 4.3 Copies of reports and drawings referred to in Paragraph 4.2 will be made available by the OWNER to any Bidder on request, if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SC 4.02 of the Supplementary General Conditions, are incorporated herein by reference.
- 4.4 Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the Site are based upon information and, data furnished to the OWNER and the ENGINEER by the Owners of such Underground Utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions.
- 4.5 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.

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#### **INSTRUCTIONS TO BIDDERS**

- 4.6 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.7 Upon request made a minimum of 2 days in advance, the OWNER will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Location of any excavation or boring shall be subject to prior approval of OWNER and applicable agencies. Bidder shall fill all holes, restore all pavements to match existing structural section, and shall clean up and restore the Site to its former condition upon completion of such explorations. OWNER reserves the right to require Bidder to execute an Access Agreement with the OWNER and provide evidence of insurance prior to accessing the Site.
- 4.8 The lands upon which the WORK is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- 4.9 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Paragraph 4 and the following:
- A. That the Bid is premised upon performing the WORK required by the Contract Documents without exception and such means, methods, techniques, sequences, or procedures of construction (if any) as may be required by the Contract Documents;
  - B. That Bidder has given the ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to the Bidder; and
  - C. That the Contract Document are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.
- 4.10 The failure or neglect of the BIDDER to receive or examine any of the Contract Documents shall in no way relieve the BIDDER from any obligations required by the Contract Documents. No claims for additional compensations will be allowed which is based upon lack of knowledge of any Contract Document.

## 5. BIDDING PROCEDURES

- 5.1 Bid Submittal Documents: In order to receive consideration, all bids shall be submitted in the manner proscribed and at the time and place indicated. Each bid shall be made in accordance with the following instructions:
- A. Bids shall be made upon the form provided therefore, properly executed and with all items filled out; numbers shall be stated both in writing and in figures, the signature of all persons signing shall be in longhand. All blanks on the Bid Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR" followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids. All bids must be in a sealed envelope addressed to the City Clerk and delivered to the Office of the City Clerk, 595 Harbor Street, Morro Bay, CA 93442, and shall bear the Project Title, Project Number, and Name of the Bidder.

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### **INSTRUCTIONS TO BIDDERS**

- B. Bids shall not contain any recapitulations of the WORK to be done. Alternate proposals will not be considered unless specifically called for. If additive bid items are called for, then the Contract shall be awarded, if at all, to the lowest responsive and responsible Bidder on the base bid.
- C. The limit of the WORK area is designated on the drawings and the Contractor shall confine his/her/its operations to this area and along the adjacent public areas under the control of and with express permission of the City of Morro Bay.
- D. Any ADDENDA issued before the bid submission due date shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the Bid Form. Failure to provide that confirmation shall be evidence of a non-responsive bid.
- E. All bidders must submit with their bids a list of their proposed subcontractors in compliance with Sections 4100, *et seq.*, of the State Public Contract Code. Forms for this designation are furnished on the Bid Form.
- F. All bidders shall submit with their bids a fully executed Non-Collusion Declaration in compliance with Section 7106 of the State Public Contract Code. A form for this purpose is furnished with the Bid Form.
- G. Bids by corporations must be executed in the corporate name by the president, a vice-president, or other corporate officer. Such Bid shall be accompanied by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and with the corporate seal affixed. The corporate address and state of incorporation must appear below the signature.
- H. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.
- I. Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.
- J. The postal and email address and telephone number for communications regarding the Bid shall be provided.
- K. A Bid by an individual shall show the Bidders name and business address.
- L. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the WORK.

6. WITHDRAWAL OF BIDS

- 6.1 Withdrawal of Bids prior to Bid Opening: Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, as allowed in State Public Contract Code.
- 6.2 Withdrawal of Bids After Opening: No bidder shall withdraw his Bid for a period of sixty-(60) days after the date set for the opening thereof.
- 6.3 Relief of Bidder Due to Clerical Error: Within the five-working day after bid opening, a Bidder may provide written notice to the Owner that a material and substantial mistake was made in the Bid. A Bidder may not be relieved of his bid unless by consent of the awarding authority, nor shall any change be made in the bid because of a mistake, except as provided in the State Public Contract

Code Section 5101, thereafter, if the WORK is rebid or negotiated, that Bidder will be disqualified from further bidding on the WORK.

6.4 Modification of Bids prior to Bid Opening: Any Bidder who withdraws their bid in accordance with section 6.1 above can resubmit a modified bid provided the modified bid is complete and submitted in accordance with all of the requirements of these Instructions to Bidders.

7. BID PROTEST PROCEDURE

7.1 Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to the OWNER and ENGINEER at least five (5) business days before the original date set for Bid opening in the Notice to Bidders. Any Bidder who submits a Bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

7.2 Any Bid protest relating to the award of Contract for the Project, other than the content or form of the Contract Documents, must be submitted to the OWNER and ENGINEER so that it is received by the OWNER before 5:00 P.M. on the third business day following bid opening. Failure to deliver a protest in the time and manner indicated constitutes a waiver of the Bidder's right to protest, and shall render the OWNER'S action relative to the Bids final, binding, and un-appealable by such Bidder.

7.3 The initial protest document shall contain a complete statement of the basis for the protest, including the legal or factual basis for the action. The protest shall refer to the specific portion or portions of the Contract Documents or State law upon which the Bidder is relying to support the protest. The Bidder shall attach all pertinent documentation to the protest. The protest shall also include the name, address, telephone and fax number of the protesting party and their representatives.

7.4 The procedure and timelines outlined in this section are the Bidder's sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a waiver of the right to pursue the bid protest by filing a claim or legal proceedings.

8. CERTIFICATION OF BIDS (BID BOND)

8.1 Each Bid must be accompanied by Certified or Cashier's Check, or a Bidder's Bond in the sum of not less than 10% of the total aggregate amount of the Bid, and said Check or Bond shall be made payable to the order of the City of Morro Bay to cover damages in case the successful bidder fails to file satisfactory bonds and insurance as required by the Contract Documents, or fails, or refuses to enter into a Contract within the specified time. A bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

8.2 All Bid securities submitted by all Bidders will be held until the Agreement has been finally executed and then will be returned, if requested, to the respective Bidders whose Bids they accompany.

9. BONDING REQUIREMENTS

Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

10. SUBSTITUTE OR EQUAL ITEMS

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a particular manufacturer and the name is followed by the words "or equal", the Bidder may write the name of a substitute manufacturer (which the Bidder considers as an "or equal" to the specified item) in the List of Proposed Substitutions in the Bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to award of the Contract. No request for substitution of an "or equal" item will be considered by the ENGINEER after award of the

Contract. The procedure for the submittal of substitute or “or equal” products is contained in the Bid Forms. The Bidder shall not be relieved of any obligations of the Contract Documents or be entitled to an adjustment in the Contract Price or Contract Time in the event any proposed substitution is not approved.

11. SALES TAXES

Contractor shall include in their Bid any and all Federal, State, and Local taxes of whatever nature in connection with material to be furnished in the WORK. Absolutely no extras shall be allowed for such taxes by the City in the WORK.

12. QUANTITIES OF WORK

The quantities of work or material stated in the unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the WORK by an amount up to and including twenty five percent (25%) of any Bid item, without a change in the unit price, and the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate amount not to exceed twenty five percent (25%) of the Bid price.

13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS

13.1 Unauthorized conditions, limitations, or provisos attached to the Bid shall render it informal and may cause its rejection as being non-responsive. The Bid forms shall be completed without interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.

13.2 A Bid may be modified by an appropriate replacement document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

14. CONSTRUCTION SCHEDULE

The Bidder shall develop his/her/its Bid so all costs are included for the full contract time. Any Bid that is based on a schedule duration that is less than the full contract time may be considered non-responsive.

15. DISCREPANCIES IN BIDS

15.1 In the event there is more than one bid item in a Bid Schedule, the Bidder shall furnish a price for all bid items in the Bid Schedule, and failure to do so will render the Bid non-responsive and shall cause its rejection.

15.2 In the event there are unit price bid items in a Bid Schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by the correction.

15.3 In the event there is more than one bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the Schedule will be corrected accordingly, and the Bidder shall be bound by the correction

16. COMPETENCY OF BIDDERS

In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK

covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER" bound herein.

17. AWARD OF CONTRACT

If the OWNER awards any Contract for construction of the Project, then award will be made to the lowest responsive and responsible Bidder whose Bid complies with the requirements of the Contract Documents and whose Bid provides the lowest combined Contract Price(s) to perform the WORK. The low bidder will be determined based on the sum of the Base Bid plus all Bid Alternates. If the low bidder exceeds the budget amount, the City reserves the right to award some or all of the bid alternates, or adjust scope of WORK as necessary. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open.

18. EXECUTION OF AGREEMENT

Each Bidder to whom an award is made shall execute a written Contract with the OWNER on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within fourteen (14) calendar days after receipt of the contract forms from the OWNER. Failure or refusal to enter into the Contract as herein provided or to conform to any of the stipulated requirements in the Contract Documents shall be just cause for annulment of the award and forfeiture of the Bid security. Failure or refusal to enter into the Contract after award of the Contract may disqualify that bidder from future consideration in bidding. If the lowest responsive and responsible Bidder refuses or fails to execute the Contract, then the OWNER may award the Contract to the second lowest responsive and responsible Bidder whose Bid complies with the requirements of the Contract Documents and whose Bid provides the lowest combined Contract Price(s) to perform the WORK. On the failure or refusal of such second lowest Bidder to execute the Contract, the Bidder's Bid securities shall be likewise forfeited to the OWNER. That process of awarding to the next lowest responsive and responsible bidder may continue until no responsive and responsible bidders have submitted bids.

19. LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the Agreement.

20. WORKERS' COMPENSATION REQUIREMENT

In accordance with Section 3700 of the California Labor Code, the Bidder to whom the Contract is executed shall be required to secure the payment of compensation to its employees and execute the Workers' Compensation Certification in the form contained in these Contract Documents.

21. LAWS AND REGULATIONS

Modifications, if any, to the General Conditions concerning laws and regulations are set forth in the Supplementary General Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement and Supplementary General Conditions.

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**BID FORM**

TO: The City of Morro Bay, California, hereinafter called "City":

1. BID

Pursuant to and in compliance with your Notice to Bidders and Contract Documents relating to the project: **WAYFINDING SIGN PROGRAM: MB2020-ST03**, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the WORK at the place where the WORK is to be done, hereby proposes and agrees to fully perform the WORK within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the WORK and complete it in a workmanlike manner) for the total Bid in the following bid schedule:

<b>BID SCHEDULE - BASE BID (Signs in City of Morro Bay Right of Way)</b>					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization and Demobilization	1	LS		
2	Bonds and Insurance	1	LS		
3	Traffic Control	1	LS		
4	Water Pollution Control Plan	1	LS		
5	Sign Submittal and Shop Drawings	1	LS		
6	Remove Existing Sign and Pole	28	EA		
7	Furnish & Install Type A Sign, Wood Posts & Brackets	1	EA		
8	Furnish & Install Type B Sign & Brackets on New 4" OD Pole	21	EA		
9	Furnish & Install Type B Sign & Brackets on Single 8" x 8" Wood Post	3	EA		
10	Furnish & Install Type C Sign & Brackets on New 4" OD Pole	3	EA		
11	Furnish & Install Type C Sign & Brackets on Single 8" x 8" Wood Post (Non paved/concrete areas)	2	EA		
12	Furnish & Install Type P Sign & Brackets on Black 2" Breakaway Pole	21	EA		
13	Sidewalk Widening	210	SF		
<b>TOTAL</b>				<b>\$</b>	

<b>BID SCHEDULE – ADDITAVE ALTERNATIVE A (Signs in State DOT Right of Way)</b>					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
A-1	Mobilization and Demobilization	1	LS		
A-2	Bonds and Insurance	1	LS		
A-3	Traffic Control	1	LS		
A-4	Water Pollution Control Plan	1	LS		
A-5	Sign Submittal and Shop Drawings	1	LS		
A-6	Furnish & Install Type A Sign, Wood Posts & Brackets	10	EA		

<b>TOTAL</b>	<b>\$</b>
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<b>BID SCHEDULE – ADDITAVE ALTERNATIVE B (Signs in State Parks Right of Way)</b>					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
B-1	Mobilization and Demobilization	1	LS		
B-2	Bonds and Insurance	1	LS		
B-3	Traffic Control	1	LS		
B-4	Water Pollution Control Plan	1	LS		
B-5	Sign Submittal and Shop Drawings	1	LS		
B-6	Furnish & Install Type A Sign, Wood Posts & Brackets	2	EA		
B-7	Furnish & Install Type B Sign & Brackets on Single 8" x 8" Wood Post	4	EA		
B-8	Furnish & Install Type P Sign & Brackets on Black 2" Breakaway Pole	3	EA		
<b>TOTAL</b>				<b>\$</b>	

-- TOTAL BID AMOUNT IN WORDS --

Total Base Bid Amount Words:

\_\_\_\_\_ Thousand,  
 \_\_\_\_\_ Hundred, \_\_\_\_\_ Dollars, and \_\_\_\_\_, /100 cents

Total Additive Alternative A Bid Amount Words:

\_\_\_\_\_ Thousand,  
 \_\_\_\_\_ Hundred, \_\_\_\_\_ Dollars, and \_\_\_\_\_, /100 cents

Total Additive Alternative B Bid Amount Words:

\_\_\_\_\_ Thousand,  
 \_\_\_\_\_ Hundred, \_\_\_\_\_ Dollars, and \_\_\_\_\_, /100 cents

**NOTE:** Failure to acknowledge Addenda can be grounds for rejection of your bid

**CONDITIONS OF BID**

It is understood and agreed, if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within ninety (90) days after the opening of the proposal, or at any time thereafter before it is withdrawn, then the undersigned bidder will execute and deliver the signed Contract (three originals) to City in accordance with the proposal as accepted together with the insurance documents specified in the General Conditions, and will also furnish and deliver to City the Performance Bond and Payment Bond as specified, all within fourteen (14) days after personal delivery or deposit in the mail, as the case may be, of the Notice of Award and that the WORK under the Contract shall be commenced by the undersigned bidder on the date to be stated in City/District's Notice to Proceed, and shall be completed in the time specified in the Contract Documents

The Notice of Award or any request for additional information may be addressed to the undersigned bidder at the business address set forth herein. Wherever in this proposal an amount is stated in both

words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals, and a discrepancy exists between any such unit prices and totals so given, then the unit prices shall prevail.

2. CONTRACTOR'S LICENSE

Section 7028.15(a) of the Business and Profession Code states it is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

2.1 The person is specifically exempted from licensing under the Business and Professions Code.

2.2 If the bidder is making a bid as a joint venture, each person submitting the bid shall be subject to the section in regard to his or her individual license.

2.3 The section does not affect the right or ability of a licensed architect or registered professional engineer to form a joint venture with licensed Contractors to render those services within their respective licenses.

2.4 Contractors may be subject to penalties for failure to comply with the provisions of Sections 7028.15 of the Business and Professions Code and 20103.5 of the Public Contract Code

2.5 The City is required to verify licensure before awarding a bid. The Contractor is requested to provide the information regarding his or her license. Failure of the Contractor to be properly licensed upon submission of a bid, except as noted above, shall cause the bid to be considered non-responsive and it shall be rejected.

License Classification(s) \_\_\_\_\_ License Number \_\_\_\_\_ DIR Number \_\_\_\_\_

Expiration \_\_\_\_\_, 20\_\_\_\_\_

3. ATTACHMENTS TO THE BID

The following documents are submitted with and made a condition of this Bid:

3.1 Required Bid security;

3.2 List of Proposed Subcontractors;

3.3 Copy of Bidder's California contracting license complying with the requirements stated in Article 8.2, Section 00 11 16 NOTICE TO BIDDER.

\*Sign Here \_\_\_\_\_  
Signature of Bidder

\*Title \_\_\_\_\_  
Title of Bidder

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\*see note next page

NOTE: If bidder is a corporation, then the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if bidder is an individual, his/her signature shall be placed above.

Attach authority to sign if Joint Venture, Corporation, or Partnership and affix corporate seal in the location shown above.

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**SUPPLEMENTS TO BID FORMS**

**1. DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Sections 4100 *et seq.* of the Public Contract Code of the State of California, the undersigned bidder has set forth below:

- 1.1 The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the WORK to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said W according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned's total bid;
- 1.2 The portion of the WORK that will be done by each subcontractor: The Bidder shall list only one subcontractor for each portion as defined by the prime Contractor in the bid.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the WORK himself and that said prime Contractor agree that he is fully qualified to perform such WORK. If after award of Contract the prime Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any portion of the WORK, the prime Contractor shall be subject to the penalties as identified in Section 4110 and 4111.

Percent of Contract	Type of Work	Name of Firm	License # /DIR #	Mailing Address
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

By: \_\_\_\_\_  
(Bidder's Signature)

2. DESIGNATION OF INSURANCE AGENT, BONDING AGENT, OR BROKER

The State of California has specific laws regarding the admittance of Insurance Agents, Brokers, and Insurance Companies doing business within the state. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the City.

The City/District requires all Insurance to be issued by a company that is admitted in California. It is proposed that the following insurance agent/broker and insurance company will provide policies of insurance or insurance certificates as are required by the General Conditions:

Name of Insurance Company: (Corporate Name and dba Name) Providing Coverage:

\_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Name of Corporate Agent/Registered Agent for legal service of process (legal notices)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

FAX & Phone: \_\_\_\_\_

3. DESIGNATION OF BONDING AGENT OR SURETY

The State of California has specific laws regarding the admittance of Agents, Brokers, and Sureties doing business within the state. Failure to conform to those requirements requires immediate replacement of the nonconforming individual or entity, acceptable to the City.

The City requires all Bonds to be issued by a company that is admitted in California. It is proposed that the following bonding agent or surety will provide payment, performance and maintenance bonds as required by the General Conditions:

Corporate Name of Bonding Company/Agent/Surety:

Db Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone and Fax: \_\_\_\_\_

Name of Company's Registered Agent for legal service of process (legal notices):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

FAX & Phone: \_\_\_\_\_

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**SUPPLEMENTS TO BID FORMS**

**BID SECURITY FORM**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Morro Bay, State of California (hereinafter called "City"), in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to "City" for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

The condition of this obligation is such that a bid to City for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_, has been submitted by Principal to City:

Whereas, Principal is hereby submitting a proposal per the plans and specifications for

**Project No. MB2020-ST03: WAYFINDING SIGN PROGRAM**

NOW, therefore, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified thereof, or if no period be specified, within eight (8) working days after the prescribed forms are presented to him for signature, enter into a written contract with City, in the prescribed form, in accordance with the bid as accepted, and file with City the certificates of insurance as stipulated in Section 6 of the General Conditions and the two bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by City and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the court. Death of the Principal shall not relieve Surety of its obligation hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_  
Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.

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**BID CERTIFICATE (if Partnership)**

STATE OF CALIFORNIA )

) SS:

COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the

\_\_\_\_\_ a  
partnership existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_, as  
General Partner of the Partnership, be and is hereby authorized to execute the Bid dated \_\_\_\_\_,  
20\_\_\_\_, to the \_\_\_\_\_  
by this Partnership and that his/her execution thereof, attested by the General Partner shall be the  
official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_20\_\_.

\_\_\_\_\_  
General Partner

(SEAL)

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**PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

In conformance 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 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 checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also 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 conformance with Public Contract Code Section 10162, the Bidder shall 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, explain the circumstances in the following space.

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also 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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## **NON-COLLUSION DECLARATION**

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of MORRO BAY DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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 shall refrain 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**SAMPLE AGREEMENT**

**CITY OF MORRO BAY  
STATE OF CALIFORNIA  
CONTRACT FOR  
MB2021- U1-WATER: Kings Tanks and Blanca Tanks Rehabilitation Project  
IN THE CITY OF MORRO BAY, CALIFORNIA**

THIS AGREEMENT (“this Contract” or “this Agreement”) is made and entered into in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the City of Morro Bay, a municipal corporation, hereinafter referred to as “City” and \_\_\_\_\_, hereinafter referred to as “Contractor”. In consideration of the mutual covenants, conditions, promises, and agreements herein contained, City and Contractor hereby mutually covenant and agree as follows:

**ARTICLE I – SCOPE OF WORK:**

Each work order issued pursuant to this Agreement and each amendment, as provided herein, shall be based on the unit prices included in the bid upon which this Agreement was awarded. For all work provided pursuant this Agreement and every amendment provided for herein (the “WORK”), Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the WORK of: **WAYFINDING SIGN PROGRAM: MB2020-ST03**, in the City of Morro Bay, State of California, as called for in the drawings and specifications adopted by City, which said drawings and specifications are identified by the signature of the parties of this Agreement. It is understood and agreed the tools, equipment, apparatus, facilities, labor, and materials shall be furnished, and the WORK performed and completed as required in said Contract Documents, and subject to the approval of City and duly authorized representatives.

**ARTICLE 2 - TIME OF COMPLETION:**

- A. The WORK, as defined in the specifications, per the following: The Contractor shall order signs and poles and provide to the Engineer written evidence of the order(s) and the manufacturer’s/fabricator’s estimated date for delivery ten (10) working days from the issuance of a Notice to Proceed. As provided in the Contract Documents, the Contractor shall pay to the City the sum of One Hundred Dollars (\$100.00) for each and every working day delay in submitting the proof of sign and poles orders and schedule for delivery beyond the ten (10) working days from the Notice to Proceed.
- B. Once the signs and poles are delivered, the Contractor shall have Forty (40) WORKING days to complete their installation. The Contractor shall pay to the City the sum of Two Hundred Dollars (\$200.00), for each and every calendar day delay in finishing the work in excess of the calendar day completion time.
- C. City and Contractor recognize time is of the essence, and the City will suffer losses if the WORK is not completed in the time specified in paragraphs A and B. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the WORK is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree, as liquidated damages for delay (but not as a penalty) Contractor shall pay City amounts for each day, or portion thereof, that expires after the time and amounts specified in Article 2.A and 2B.

**ARTICLE 3 - CONTRACT PRICE:**

City will pay Contractor in current funds for the full, complete and satisfactory performance the sum of: :  
\_\_\_\_\_ (\_\_\_\_\_)..

**ARTICLE 4 – PAYMENT PROCEDURES:**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- B. The acceptance by Contractor of final payment shall be and shall operate as a full and unconditional release to the City of all claims and all liability to Contractor for all things done or furnished in connection with the WORK and for every act and neglect of City and others relating to or arising out of the WORK. No payment, however, final or otherwise, shall operate to release Contractor or sureties from any obligations under this Contract or the Performance and Payment Bond.
- C. The amount of retention on the project shall be five percent (5%) of the WORK completed to date including stored materials, if any.

**ARTICLE 5 – CONTRACTOR’S REPRESENTATIONS:**

In order to induce City to enter into this Agreement the Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the WORK.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the WORK.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the WORK; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are

necessary for the performance of the WORK at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the WORK as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

**ARTICLE 6 – CONTRACT DOCUMENTS:**

This Contract shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Substitution of Securities, Guarantees, Insurance and Indemnification Requirements, Standard General Conditions, Specifications, City Standard Specifications, and attached supplemental information, Drawings, and any Addenda, for the project, as those documents exist on the date of the first signature to this Contract. There are no other Contract Documents except those listed above. This Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the WORK. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

**ARTICLE 7 – LAW AND VENUE:**

This Agreement has been executed and delivered in the County of San Luis Obispo, State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in the City of Morro Bay and as such the County shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 8 - CONFLICTS OF INTERESTS:**

No official of City who is authorized on behalf of City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for City who is authorized on behalf of City to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.

**ARTICLE 9 – ASSIGNMENT:**

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**ARTICLE 10 – SUCCESSORS:**

City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**ARTICLE 11 – SEVERABILITY:**

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**ARTICLE 12 – CONFLICTS:**

In the event of a conflict between the General Conditions; Bid Documents and this Agreement, the terms and conditions of this Agreement shall control.

**ARTICLE 13 – BONDS:**

- A. PERFORMANCE BOND: Pursuant to Section 20129 of the California Public Contract Code, the successful Bidder shall, within ten (10) working days after award of this Contract simultaneously with the execution and delivery of this Agreement, execute a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, secured from a surety company admitted in the State of California and satisfactory to City. The Bond shall be issued on the Performance Bond form contained in these Contract Documents.
- B. PAYMENT BOND: Pursuant to Sections 9550 through 9560, inclusive, of the California Civil Code, the successful bidder shall, within eight (8) working days after award of this Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company admitted in the State of California and satisfactory to City. The Bond shall be issued on the Payment Bond form contained in these Contract Documents.

**ARTICLE 14 - SUBSTITUTIONS OF SECURITIES FOR RETENTION AMOUNTS:**

Substitution of certain securities for retention amounts are allowed under the Public Contract Code at the option of the Contractor. The Contractor is required to formally request the substitution and to conform to the specific provisions of Public Contract Code section 22300.

- A. Acceptable Securities: Whenever retention of monies is authorized to insure performance of Contract conditions, the Contractor shall be permitted to substitute securities for the amount withheld in accordance with Public Contract Code section 22300. Securities eligible for deposit under this procedure shall consist of bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, securities listed in Government Code Section 16430, or any other security mutually agreed to by the Contractor and the public agency. The Contractor shall be the beneficiary of the City of any securities substituted for monies withheld and shall receive any interest thereon.
- B. Value of Securities: The value of securities being deposited shall be based upon market value as of the date of deposit and not necessarily on face value of the securities. Market value shall be determined by the City Public Works Director. If deposit is made into an escrow, escrow instructions must clearly state, in addition to the items mentioned in, that the escrow agent must



Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state, and the premiums and commissions thereon. Contractor shall obtain, and maintain, at his own expense, all the insurance required by this section. The insurance requirements must be met within the time period allowed for Contract execution as defined in the 00 41 13 BID FORM herein.

Required insurance forms are attached as Appendix "A" to these Specifications.

The Notice to Proceed with the WORK under this Contract will not be issued, and Contractor shall not commence WORK, until such insurance has been approved by City. Contractor shall not allow any subcontractor to commence WORK on his subcontract until all similar insurance required for the subcontractor has been obtained. Such insurance shall be maintained in full force and effect at all times during the prosecution of the WORK and until the final completion and acceptance thereof.

A. General Requirements: The following requirements apply to all insurance to be provided by Contractor:

1. A Certificate of Insurance and all required insurance endorsements and documents shall be furnished to City along with contract documents within three (3) days of the receipt of the Notice of Award.
2. Certificates and policies shall state the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to City, except if cancelation is for non-payment and then notice shall be ten (10) days.
3. Approval of the insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operations pursuant to this Contract.

B. Commercial General Liability (CGL):

1. Contractor shall maintain in full force and effect, for the period covered by this Contract, Commercial General Liability insurance with the following coverage's:
  - a. Personal Injury and Bodily Injury, including death resulting therefrom.
  - b. Property Damage.
2. The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom and property damage coverage in the total amount of \$2,000,000.00.
3. The following endorsements must be provided in the policy:
  - a. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
  - b. The policy must cover personal injury as well as bodily injury.
  - c. Blanket contractual liability must be afforded and the policy must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. The City of Morro Bay, its officials, officers, employees and agents shall be named as additional insurer under the policy using standard ISO endorsement No. CG 2010. Contractor also agrees to require all subcontracting to do likewise. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the City, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be construed to require Contractor's insurance to indemnify City in contravention of Insurance Code 11580.04.

- C. Workers' Compensation and Employer's Liability Insurance: In accordance with the provisions of Section 3700 of the California Labor Code, the Contractor will be required to secure the payment of compensation to his employees. The Contractor shall sign and file with City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which 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 the WORK of this Contract."

Notwithstanding the foregoing provision, before the Contract is executed on behalf of City, a bidder to whom a Contract has been awarded shall furnish certificate of insurance or certificate of permission to self-insure. Said certificates shall provide that 30 days' notice of cancellation or change shall be afforded City.

- D. Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or an acceptable equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, then this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in B., above. If Contractor or Contractor's employees or subcontractors will use personal autos in any way on this project, then Contractor shall provide evidence of personal auto liability coverage for each such person.

**ARTICLE 17 – INDEMNIFICATION:**

- A. Except as otherwise provided in subparagraphs B. and C. below, Contractor shall defend, indemnify and save harmless City, and entities' agents, officials, officers and employees, from any and all claims demands, damages, costs expenses, judgments, attorney fees or liability relating to any act or omission by the Contractor, or its agents, employees, or certain independent Contractors (described below) which relates in any way to this Contract; regardless of whether said act or omission is willful, negligent or non-negligent. The preceding sentence applies to any theory of recovery relating to said act or omission, including but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Completed operations.
7. Premises liability.
8. Strict liability.
9. Inverse condemnation.
10. Violation of civil rights.
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when Contractor is not an independent contractor. The certain "independent contractors" referenced above refer to independent contractors which are either hired by Contractor, directly responsible to Contractor, or under the direction or control of Contractor.

- B. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for liability arising from proven willful misconduct of City.

- C. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for that portion of any liability attributable to the active negligence of City provided, however, this exception for active negligence shall not apply to (1) liability arising from the passive negligence of City, or (2) that portion of any liability attributable to any act or omission, whether willful misconduct or active or passive negligence on the part of the Contractor.
- D. Contractor shall have the burden of proving the exception described in paragraphs B and C above.
- E. It is the intent of the parties to provide City the fullest indemnification, defense, and “hold harmless” rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, then said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect.

**ARTICLE 18 – COMPLIANCE WITH LAWS:**

Federal and State Laws and Regulations: The project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, without limitation, the following:

- A. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
- B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
- C. Title 19 of the California Administrative Code entitled “Public Safety” Chapter 1, State Fire Marshall, Sub-Chapter 1, “General Fire and Panic Safety”.
- D. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Administrative Code bearing upon safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
- E. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest - substantive rules and regulations of the State Fire Marshall, the safety orders of the Division of Industrial Safety, Department of Industrial Relations; the Uniform Building Code, National Electric Code, Uniform Mechanical Code, Uniform Plumbing Code, and other applicable State Laws or Regulations. Nothing in these plans and specifications is to be construed to permit WORK not conforming to these codes.

Note: The procedural aspects of the Uniform Codes referred to above may not apply to the WORK of this Contract, but the substantive provisions do apply. All of the above laws and regulations though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

--SIGNATURES ON NEXT PAGE--

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

CITY OF MORRO BAY

ATTEST:

\_\_\_\_\_  
SCOTT COLLINS, CITY MANAGER

\_\_\_\_\_  
DANA SWANSON, City Clerk

CONTRACTOR:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
CHRIS F. NEUMEYER, City Attorney

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

Licensed in accordance with an act providing for the registration of Contractors.

License No. \_\_\_\_\_; Classification \_\_\_\_\_; Expires \_\_\_\_/\_\_\_\_/20\_\_\_\_

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## **BOND REQUIREMENT FORMS, INSURANCE AND GUARANTEES**

### **1. BOND REQUIREMENTS**

- A. **PERFORMANCE BOND**: Pursuant to Section 20129 of the State Public Contract Code, the successful Bidder shall, within ten (10) working days of award of a Contract simultaneously with the execution and delivery of the Agreement, execute a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price, secured from a surety company admitted in the State of California and satisfactory to the City. Said Bond shall be issued on the Performance Bond form contained in these Contract Documents.
  
- B. **PAYMENT BOND**: Pursuant to Section 9550 Through 9560, inclusive, of the Civil Code of the State of California, the successful bidder shall, within eight (8) working days of award of a Contract exceeding \$25,000, simultaneously with the execution and delivery of the Agreement, execute a Payment Bond in the amount equal to 100% of the Contract price, secured from a surety company admitted in the State of California and satisfactory to the City. Said Bond shall be issued on the Payment Bond form contained in these Contract Documents.

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Morro, State of California, have awarded to

\_\_\_\_\_ (hereinafter designated as "Principal") a contract for

**Project No. MB2020-ST03: WAYFINDING SIGN PROGRAM**

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, Therefore, We, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Morro Bay, (hereinafter called "City"), in the penal sum of (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, their officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the WORK or to the specifications.

In the event suit is brought upon this bond by City and judgment is recovered, Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

Surety

NOTE: Signatures of those executing for Surety must be properly acknowledged.

**BOND REQUIREMENT FORMS, INSURANCE & GUARANTEES**

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**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of Morro Bay, State of California,

And \_\_\_\_\_, (hereinafter designated as "Principal") have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to construct **PROJECT NO. MB2020-ST03: WAYFINDING SIGN PROGRAM** which said Agreement dated \_\_\_\_\_, 2021, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the principal is required before entering upon the performance of the WORK, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 9550 and 9560, inclusive, of the Civil Code of California, and Sections 8024, 8400, 8402, 8404, 8430, 8440, and 9100 of the Civil Code of California.

NOW, therefore, said Principal and the undersigned \_\_\_\_\_, as corporate surety, are held and firmly bound unto the City of Morro Bay and unto all laborers, materialmen and other persons referred to in said statutes in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his or its heirs, executors, administrators, successors or assigns, or sub-Contractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his sub-Contractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the WORK to be performed thereunder of the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

Principal Surety

NOTE: Signatures of those executing for Surety must be properly acknowledged.

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# CITY OF MORRO BAY

595 Harbor St.  
Morro Bay, CA 93442  
(805) 772-6200  
FAX (805) 772-7329

## INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, (Including operations personal injury and property damage. If products and Commercial General Liability Insurance or other completed operations) form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

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### INSURANCE REQUIREMENTS

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 11 01 96).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

### Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City **before** work commences. The City reserves the right to require complete, certified copies of all required insurance

policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

Hold Harmless and Indemnification Clause

Contractor shall hold harmless, defend and indemnify the City and its officers, elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

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## SPECIAL PROVISIONS

### SECTION 1 SPECIFICATIONS AND PLANS

#### 1-1 SPECIFICATIONS AND PLANS.

The work embraced herein shall be done in accordance with the most current edition of the Standard Specifications for Public Works Construction, and the Standard Plans of the State of California, Department of Transportation (Caltrans), and the City of Morro Bay Standard Specifications and Standard Plans, insofar as the same may apply and in accordance with the Plans and Special Provisions.

In case of conflict between the Standard Specifications and these special provisions, these special provisions shall take precedence over and be used in lieu of such conflicting portions.

Any discrepancies found between the Plans and specifications and site conditions or any inconsistencies or ambiguities in the Plans or specifications shall be immediately reported to the Engineer in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

#### 1-2 DEFINITIONS AND TERMS.

Whenever, in the Plans and Special Provisions, or in any documents or instruments where the Plans and Special Provisions govern, the following terms are used or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. **Bid**. An offer to furnish the necessary services and materials to perform the work called for by the Contract Documents.
- B. **Bidder**. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- C. **Proposal**. The offer of the Bidder for the Work when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- D. **Proposal Guaranty**. The cash, check or Bidder's Bond accompanying the Proposal submitted by the Bidder as a guarantee that the Bidder will enter into a Contract with the City for the construction of the Work if awarded to him.
- E. **Work**. All work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Change Orders or other written orders by the City Engineer.
- F. **City**. The City of Morro Bay, California, as created by law, and including any official of the City authorized to act for the City.

- G. **Contract**. The written agreement covering the performance of the Work, and the furnishing of labor, material, tools and equipment in the construction of the Work. The Contract includes all of the Contract Documents.
- H. **Contract Documents**. The Notice to Bidders, Proposal, Bid Sheet(s), Certification of Affirmative Action Program, Contractor's Licensing Statement, List of Subcontractors, Bid Security, Non-Collusion Affidavit, Agreement, Faithful Performance Bond, Labor and Materials Bond, Maintenance Bond, Worker's Compensation Certificate, Notice of Award, Notice to Proceed, Plans and Special Provisions, any addenda and bulletins issued during the bidding period, and all Change Orders amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.
- I. **Plans**. The official plans, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the Contract supplementary to the Special Provisions.
- J. **Special Provisions**. The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the particular work called for by the Plans.
- K. **City Standard Specifications and Drawings**. Where reference is made to the City Standard Specifications and Drawings, the reference shall be to the City of Morro Bay Public Works Department Standard Specifications and Drawings.
- L. **Standard Specifications**. Where reference is made to the Standard Specifications, the reference shall be to the Standard Specifications for Public Works Construction and/or State of California Department of Transportation Standard Specifications, the latest edition thereof.
- M. **Standard Plans**. Where reference is made to the Standard Plans, the reference shall be to the Standard Plans for Public Works Construction and/or State of California Department of Transportation Standard Plans, the latest edition thereof.
- N. **Days**. Unless otherwise designated, days as used in the Contract Documents will be understood to mean calendar days.
- O. **Liquidated Damages**. The amount prescribed in the Specifications to be paid to the City, or to be deducted from any payments due or to become due Contractor, for each day's delay in completing the Work beyond the time allowed in the Specifications.
- P. **City Engineer**. The City Engineer of the City of Morro Bay, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- Q. **Inspector**. An authorized representative of the City of Morro Bay assigned by the City to make inspection of work performed or material supplied by Contractor.
- R. **Superintendent**. The executive representative of Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the City Engineer.

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**SPECIAL PROVISIONS**

S. **Design Engineer.** That individual or firm responsible for the design of the project, when the design is not by the City Engineer.

T. **Legal Holidays.**

- January 1
- Third Monday in January (Martin Luther King Day)
- Third Monday in February
- Last Monday in May
- July 4
- First Monday in September - Labor Day
- November 11
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24
- December 25

Any public holiday(s) which the President or Governor and City Council of the City of Morro Bay may proclaim. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

Where State Agencies, State Departments or State Officers are referred to in the above-mentioned Standard Specifications and Standard Plans, the comparable City Agency, City Department or City Officer shall be meant thereby for the purposes of these Contract Documents. In particular, intent and meaning shall be interpreted as follows:

STATE, OR COUNTY OR  
STATE OF CALIFORNIA ..... CITY OF MORRO BAY

DEPARTMENT OR DEPARTMENT  
OF TRANSPORTATION ..... CITY COUNCIL  
CITY OF MORRO BAY

DIRECTOR OR DIRECTOR  
OF TRANSPORTATION ..... DIRECTOR OF PUBLIC WORKS  
EITHER DIRECTLY OR THROUGH PROPERLY  
AUTHORIZED AGENT AND CONSULTANTS

ATTORNEY GENERAL ..... CITY COUNCIL, CITY OF MORRO BAY

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**SPECIAL PROVISIONS**

## **SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1 CONTENTS OF PROPOSAL FORMS.**

Prospective bidders will be furnished with proposal forms, bound together with this Project Manual, which will refer to The Specifications and Plans for the work to be done.

### **2-2 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK.**

The bidder shall examine carefully the site of the work contemplated, The Plans and Specifications, and the proposal and Contract forms therefore. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, and as to the requirements of the Contract Documents.

- (a) Where the City has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the City as to those investigations subject to and upon the conditions hereinafter set forth. The investigations are made only for the purpose of study and design.
- (b) Where there has been prior construction by the City or other public agencies within the project limits, records of the prior construction that are currently in the possession of the City and which have been used by, or are known to, the designers and administrators of the Project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, Project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- (c) Inspection of the records of investigations and Project records may be made at the office of the City Engineer. The records of investigations and Project records are not a part of the Contract and are available solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of Project records, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either express or implied, that the conditions indicated by the investigations or records are representative of those existing in or throughout those areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.
- (d) In some instances, information considered by the City to be of possible interest to bidders or contractors has been compiled as "Materials Information." The "Materials Information" is not a part of the Contract and is furnished solely for the convenience of bidders or contractors. It is understood and agreed that the fact that the City has compiled information as "Materials Information" and has exhibited or furnished to the bidders or contractors the "Materials Information" shall not be construed as a warranty or guaranty, express or implied, as to the completeness or accuracy of the compilations and the use of the "Materials Information" shall be subject to all of the conditions and limitations set forth herein.

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### **SPECIAL PROVISIONS**

- (e) When contour maps were used in the design of the Project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- (f) The availability or use of information described herein is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2. and a bidder or contractor is cautioned to make any independent investigation and examination as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.
- (g) No information derived from the inspection of investigations or compilation thereof made by the City or from the Architect, or the Architect's assistants, will in any way relieve the bidder or contractor from any risk or from properly fulfilling the terms of the Contract.

### **2-3 APPROXIMATE ESTIMATE.**

The quantities given in the proposal and contract are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

### **2-4 PROPOSAL FORMS.**

The City will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted, as a bid will be rejected.

All proposal forms shall be obtained as designated in the Notice to Contractors.

### **2-5 PREPARATION AND SUBMISSION OF BIDS.**

- (a) All Bids shall be submitted on the City furnished proposal forms. The proposal shall be submitted as directed in the Notice to Contractors under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals that are not properly marked may be disregarded.
- (b) All bid Items and statements shall be properly filled out. The proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder in longhand, who shall fill out all blanks in the proposal form as therein required.
- (c) Bids shall not contain any recapitulations of the Work. Alternative Bids will not be received or considered unless required by the Contract Documents. No oral, telegraphic, or telephonic Proposals or modifications will be considered.
- (d) Each Bid shall be accompanied by the prescribed bid and other required documents.

- (e) Delivery of Bids shall comply with the Notice to Contractors as to place, date, and time. Bids and bid security shall be enclosed in a sealed opaque envelope bearing the title of the Work and the name of the bidder.
- (f) Prices, wording, and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto, and must be initialed in ink by the person or persons signing the Bid.

**2-6 INTERPRETATIONS.**

Should any bidder find discrepancies or omissions in the Contract Documents, or if there should be doubt as to the true meaning of any part thereof, the bidder shall at once submit a written request for correction, clarification, or interpretation to the City Engineer. Such requests shall be submitted at least six days prior to the date fixed for the opening of Bids.

- (a) If the City determines the Contract Documents require changes, correction, clarification, or interpretation prior to the receipt of Bids, an appropriate bulletin or Addendum will be issued. All addenda so issued shall become part of the Contract Documents.
- (b) The City, its officers, employees, and agents shall not be responsible for any changes, instructions, clarifications, interpretations, or other information pertaining to the Contract Documents given to bidders during the bidding period in any manner other than written addenda.

**2-7 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.**

Each Proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

- (a) A sheet for listing the subcontractors, as required herein, is included in the "Proposal" book.

**2-8 DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACT.**

No engineering or architectural firm that has provided design services for a project shall be eligible to submit a Proposal for the Contract to construct the Project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm that is subject to the control of the same persons, through joint ownership or otherwise.

**2-9 REJECTION OF PROPOSALS.**

Proposals may be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

- a) When Proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file

with the City prior to opening bids or shall be submitted with the Proposal; otherwise, the Proposal may be rejected as irregular and unauthorized.

## **2-10 PROPOSAL GUARANTY.**

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

- (a) Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Morro Bay.
- (b) The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.
- (c) The contractor shall use the bidder's bond form found in this Project Manual when bidding on the project. The bidder's bond form shall be properly filled out and executed. (Note: this form may be reproduced for transmittal to the surety for execution and attached to the front of the original bid bond form.)
- (d) Surety shall be listed in the Current Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California published by the Department of Insurance, State of California, or successor publication.

## **2-11 WITHDRAWAL OF PROPOSALS.**

Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the City received the bid. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

## **2-12 PUBLIC OPENING OF PROPOSALS.**

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

## **2-13 RELIEF OF BIDDERS.**

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the City written notice within 5 days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

## **2-14 DISQUALIFICATION OF BIDDERS.**

More than one Proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual,

firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which that individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders any or all Proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

**2-15 MATERIAL GUARANTY.**

The successful bidder may be required to furnish a written guaranty covering certain items of work for varying periods of time from the date of acceptance of the Contract. The work to be guaranteed, the form, and the time limit of the guaranty will be specified in The Specifications. The guaranty shall be signed and delivered to the City of Morro Bay before acceptance of the Contract. Upon completion of the Contract the amounts of the 2 Contract bonds required in Article B, Paragraph 2, "Contract Bonds," may be reduced to conform to the total amount of the Contract bid prices for the work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guaranty period. The payment bond shall not be reduced until the expiration of the time required by Section 3249 of the Civil Code.

**2-16 ADDENDA AND BULLETINS.**

Full consideration shall be given to all addenda in the preparation of Bids, as addenda form a part of the Contract Documents. Bidders shall verify the number of addenda issued, if any, and acknowledge the receipt of all addenda by filling in the Addendum number in the space provided on the signature page of the Proposal. Failure to so acknowledge may cause the Bid to be rejected as not responsive.

- (a) The City may issue bulletins to advise bidders of changed requirements. All bulletins shall be incorporated into or confirmed by subsequent addenda. Such addenda may modify previously issued bulletins.

**2-17 QUALIFICATIONS OF BIDDERS.**

- (a) All bidders must be currently licensed as contractors according to the laws of the State and legal jurisdiction of the place where the Work is located before contract award. All bidders are required to complete the Contractor's Licensing Statement included with the proposal forms.
- (b) No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid for the Work unless in a sub contractual relationship with respect to the Bids or unless Alternative Bids are required. A person, organization, or corporation submitting sub-Proposals or quoting prices or materials to bidders is not prevented from submitting a Bid for the entire Work.

**2-18 TRADE NAMES AND ALTERNATIVES.**

Requests for any "or equal" substitutions regarding a material, product, thing, or service shall be made in writing before contract award. After submitting a substitution request, the contractor shall have ten (10) days for the submission of data substantiating the request for substitution per section 4-1.6 of the Standard Specifications. All "or equal" substitutions shall be approved in writing.

**SECTION 3  
CONTRACT AWARD AND EXECUTION**

**3-1 GENERAL**

The right is reserved to reject any or all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the Engineer. The Total Mathematical Bid is the summation of all required bid items, excluding bid alternates. Bid items are calculated by multiplying the Engineers Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written, the Total Mathematical Bid shall govern.

The award of the bid, if made, will be made within 30 days after the opening of the Proposal and reviewing all “or equal” requests for substitutions. This period will be subject to extension for such further period as may be agreed upon in writing between the City and the bidder concerned.

**3-2 EXECUTION OF CONTRACT.**

The contract shall be signed by the successful bidder and returned, together with the contract bonds, public liability and property damage insurance, and all other documentation required by the Contract Documents, within 15 days after the bidder has received the contract for execution.

**3-3 CONTRACT BONDS.**

The successful bidder shall furnish, at the time of execution of the contract for work, and at his/her own expense, the 2 bonds required by the State Contract Act. One bond shall secure the payment of the claims of laborers, mechanics or material men employed on the work under the contract. The other bond shall guarantee the faithful performance of the contract. Sureties on each of said bonds shall be satisfactory to the City Attorney.

- (a) Each of the 2 bonds shall be in a sum equal to at least one hundred percent (100%) of the contract price.
- (b) All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the contract bonds.

**3-4 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, and subcontractors.

- (a) Coverage shall be at least as broad as:
  - Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
  - Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
  - Workers Compensation insurance as required by the State of California and Employer’s Liability Insurance.

- (b) Contractor shall maintain limits not less than:  
General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.  
Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (c) Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its trustees, officers, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:  
  
The City, its officials, officers, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
- (e) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (f) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (g) Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A: VII.
- (h) Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these special provisions at any time.
- (i) Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage and limits for subcontractors shall be subject to all to all the requirements stated herein.

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**SPECIAL PROVISIONS**

**3-5 FAILURE TO EXECUTE CONTRACT.**

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within 10 days, not including Saturdays, Sundays and legal holidays, after that bidder has received the contract for execution shall be just cause for the forfeiture of the Proposal guaranty. The successful bidder may file with the City Clerk a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

**3-6 RETURN OF PROPOSAL GUARANTEES.**

The Proposal guaranties accompanying the Proposals of the first, second and third lowest responsible bidders will be retained until the contract has been finally executed, after which those Proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose Proposals they accompany. The Proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the City, of the first, second and third lowest responsible bidders.

**SECTION 4 SCOPE OF WORK  
(No Revisions)**

**SECTION 5 CONTROL OF WORK**

**5-1.26 CONSTRUCTION SURVEYS**

Replace Section 5-1.26 Construction Surveys with the following:

Provide surveying services for the construction of the project. Conform to the lines, elevations, and grades shown on the plans. Preserve and protect survey stakes and marks during the duration of the project.

**SECTION 6  
ADDITIONAL PROVISIONS AND NOTICES  
REQUIRED BY STATE LAW**

**6-1 GENERAL.**

Section 6 “Control of Materials” of the Standard Specifications is replaced in its entirety by these Special Provisions.

This section contains additional provisions and notices required to be included in contracts for public works projects entered into by the City that are not covered in other sections of these special provisions.

**6-2 WORKING HOURS.**

The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall as a penalty to the City, forfeit \$50.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

**6-3 TRAVEL AND SUBSISTENCE PAY.**

- (a) As required by Section 1773.8 of the California Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

**6-4 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS.**

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered Civil or Structural Engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered Civil or Structural Engineer employed by the Contractor, and all costs shall be considered as included in the Contract items of work designated in the Engineer's Estimate and no other additional compensation shall be allowed therefor. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in

this Section shall be construed to impose tort liability on the City, the Architect, nor any of their officers, agents, representatives, or employees.

**6-5 DAMAGE RESULTING FROM CERTAIN ACTS OF GOD.**

As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the Plans and specifications of the City. The Contractor shall obtain insurance to indemnify the City for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, and tidal waves.

**6-6 CONCRETE FORMS, FALSE WORK, AND SHORING.**

The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, FALSE WORK, and shoring and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the FALSE WORK or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefor shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

**6-7 SUBMISSION OF BIDS; AGREEMENT TO ASSIGN.**

In accordance with Section 4552 of the 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. Sec.15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

**6-8 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY.**

In accordance with Section 4551 of the Government Code, the Contractor and subcontractor shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or material pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding 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. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of

goods, services, or materials pursuant to the public works contract of the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **6-9 REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES.**

In accordance with the provisions of Section 4215 of the Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

#### **6-10 SUBSTITUTION OF SECURITIES.**

Retainage from Monthly Payments: Pursuant to Section 22300 of the Public Code, the Contractor may substitute securities for any money withheld by the Owner to insure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City in accordance with the provisions of Section 4590. The City will not certify that the contract has been satisfactorily completed until at least 50 calendar days after filing by the City of a Notice of Completion. Securities eligible for investment under Section 22300 of the Public Contract Code shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

#### **6-11 LISTING OF SUBCONTRACTORS.**

As required under the provisions of Section 4104 et seq of the California Public Contract Code, any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) the name and location of the place of business of each subcontractor licensed by the State of California who, under subcontract to the primary contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in , in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (c) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion of the work as itemized on the "List of Subcontractors," included in the Proposal.

#### **6-12 BIDS FOR TRENCHING AND EXCAVATION WORK.**

In accordance with the provisions of Section 6707 of the California Labor Code, whenever the state, a county, city and county, or city issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavation, which are five feet deep or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item,

adequate sheeting, shoring, and bracing or equipment method, for the protection of life or limb, which shall conform to applicable safety orders.

#### **6-13 STATE WAGE DETERMINATION.**

- (a) As required by Sections 1770 and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the State General Prevailing Wage Rates as determined by the Director of the Department Of Industrial Relations or such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

#### **6-14 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS.**

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

A certified copy of all payroll records enumerated herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

A certified copy of all payroll records enumerated herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

- (c) Each Contractor shall file a certified copy of the records, enumerated herein, with the entity that requested the records within 10 days after receipt of a written request.

Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standard, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (d) The Contractor shall inform the body awarding the Contract of the location of the records enumerated herein, including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address.
- (e) In the event of noncompliance with the requirements of this Article, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$50.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs lies with the Contractor.

#### **6-15 APPRENTICES.**

Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractor) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Paragraph lies with the Contractor. The Owner policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

#### **6-16 WORKERS COMPENSATION.**

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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 the work of this contract."

Full compensation for conforming to the provisions in Section 6, not other wise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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#### **SPECIAL PROVISIONS**

**SECTION 7  
MISCELLANEOUS**

**7-1 LABOR NON-DISCRIMINATION.**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

**7-2 NIGHT, SATURDAY, SUNDAY, AND HOLIDAY WORK.**

No work shall be performed at night, on Saturdays, Sundays, or on legal holidays, except with the permission of the City Engineer and in accordance with such regulations, as he shall furnish in writing. Before performing any work at said times, the Contractor shall give written notice to the City Engineer so that proper inspection may be provided. "Night," as used in this paragraph, shall be deemed to include the hours from 5:00 p.m. to 7:00 a.m., of the next succeeding day.

**7-3 PARTIAL AND FINAL PAYMENT.**

Section 9-3.2, "Partial and Final Payment," of the Standard Specifications is amended to include:

The retained percentage or security will be held by the City and will be due and payable to the Contractor fifty (50) days after final acceptance of the work by the City Council and/or City Administrator.

**7-4 HAZARDOUS WASTE IN EXCAVATION.**

In accordance with Section 7104 of the Public Contract Code, the Contractor shall comply fully with the following requirements:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Material encountered in excavation which the Contractor has reason to believe may be hazardous waste, as defined in Section 25117 of the Health And Safety Code, that is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Subsurface of any latent physical conditions at the site differing from those indicated.

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

- (b) That the City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the

Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract

- (c) That in the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes between the contracting parties.

**7-5 PROJECT APPEARANCE.**

The Contractor shall maintain a neat appearance to the work.

- (a) During construction, the Contractor shall keep the work site, areas adjacent to the work site, and streets and alleys in an orderly condition, free and clear from debris and discarded materials.
- (b) Broken concrete, trench spoil, or other debris developed during construction shall be disposed of concurrently with its removal. If stock piling is necessary it shall be done only at the approval of the City Engineer, but in no case shall the debris remain for more than one week.

**7-6 DISPOSAL OF EXCESS MATERIAL.**

All material determined to be excess by the Engineer becomes property of the Contractor, unless otherwise indicated in these special provisions. All material approved for disposal at the City's Sanitary Landfill is subject to payment of current fees.

The Contractor shall obtain all applicable permits from the County of San Luis Obispo for the dumping of materials outside the City Limits of Morro Bay.

**7-7 DUST CONTROL.**

Dust control shall conform to the Section 10-5, " Dust Control," of the Standard Specifications and these special provisions.

- (a) The Contractor shall apply water in amounts and at intervals as directed by the Engineer. The water supply vehicle and an operator shall be available within one hour's notice on Saturdays, Sundays, and holidays to perform dust control work. If the Contractor is not available for dust control measures, the City of Morro Bay will arrange for the work to be performed by others and will deduct all equipment, labor, and material costs thereof from the Contract amount.

**7-8 GUARANTEE.**

The Contractor shall be responsible for the repair or replacement of latent defects in workmanship or materials for a period of one year from the date of filing of the Notice of Completion.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.**

- (a) The Contractor shall be responsible for the protection and the restoration or replacement of any improvements existing on public or private property at the start of work or placed there during the progress of work and not specified or shown on the Plans to be permanently removed. Existing improvements shall include, but are not limited to, curbs, gutters, cross-gutters, sidewalks, driveways, lawns, sprinkler systems, shrubs, trees, fences, and walls. All existing improvements shall be reconstructed to equal or better than the existing improvements removed.

In submitting a bid, the Contractor will be deemed to have carefully examined the site of the work and to have acquainted himself with all conditions relating to the protection and restoration of existing improvements. The City of Morro Bay does not guarantee that all improvements are shown on the Plans, and it shall be the Contractor's responsibility to provide in his bid for the protection and restoration of all existing improvements except those otherwise specified herein.

- (a) All curbs, gutters, sidewalks, and driveways shall be removed and replaced to the next joint or score line beyond the actually damaged or broken sections; or in the event that joints or score lines do not exist or are three or more feet from the removed or damaged section, the damaged portions shall be removed and reconstructed to neat, plane faces. All new concrete shall match, as nearly as possible, the appearance of adjacent concrete improvements.

**7-10 UTILITIES.**

Utilities shall conform to the provisions in Section 5, "Utilities," in the Standard Specifications and these special provisions.

- (a) Utilities for the purpose of these special provisions shall be considered as including, but not limited to: pipelines, conduits, transmission lines, and appurtenances of "Public Utilities" (as defined in the Public Utilities Act of the State of California) and those of private industry, businesses, or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, and traffic signal systems. The City of Morro Bay has, by a search of known records, endeavored to locate and indicate on the Plans all utilities that exist within the limits of the work. However, the accuracy or completeness of the utilities indicated on the Plans is not guaranteed. Service connections to adjacent property may or may not be shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. The Contractor shall make his own investigation as to the location, type, kind of material, age, and condition of existing utilities and their appurtenances and service connections which may be affected by the contract work; and, in addition, he shall notify the City as to any utilities, appurtenances, and service connections located by him which have been incorrectly shown on or omitted from the Plans.
- (b) The Contractor shall notify the owners of all utilities at least two working days in advance of excavation around any of their structures. At the completion of the contract work, the Contractor shall leave all utilities and appurtenances in a condition satisfactory to the owners and the City of Morro Bay.

**7-11 SUBMITTALS.**

- 7-1.14.A** GENERAL- Submittals covered by these requirements include manufacturers information, shop drawings, test procedures, test results, samples, requests for substitutions, and

miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

**7-1.14.B** CONTRACTOR'S RESPONSIBILITIES-The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers

**7-1.14.C** The Contractor shall coordinate submittals with the work so that work will not be delayed. He shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. **No extension of time will be allowed because of failure to properly schedule submittals.** The Contractor shall not proceed with work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor stamped "No Exceptions Taken" or "Make Corrections Noted."

**7-1.14.D** The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents

**7-1.14.E** The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with the City with regard to a submittal. These dealings shall be limited to contract interpretations to clarify and expedite the work.

**7-1.14.F** CATEGORIES OF SUBMITTALS

**7-1.14.F(1) GENERAL-** Submittals fall into two general categories; submittals for review and comment, and submittals which are primarily for information only. Submittals that are for information only are generally specified as PRODUCT DATA in applicable specification sections.

**7-1.14.F(2) SUBMITTALS FOR REVIEW AND COMMENT-** All submittals except where specified to be submitted as product data for information only shall be submitted by the Contractor to the Engineer for review and comment

**7-1.14.F(3) SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY-** Where specified, the Contractor shall furnish submittals (product data) to the Engineer for Information only.

**7-1.14.G** TRANSMITTAL

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**SPECIAL PROVISIONS**

**7-1.14.G(1) GENERAL-** Unless otherwise specified, submittals regarding material and equipment shall be accompanied by a transmittal form approved by the Engineer. A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Re-submittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for re-submittals, i.e., A, B, or C being the 1st, 2nd, and 3rd re-submittals, respectively. Submittal 25B, for example, is the second re-submittal of submittal 25.

**7-1.14.G(2) DEVIATION FROM CONTRACT-** If the Contractor proposes to provide material, equipment, or method of work which deviates from these Special Provisions, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

**7-1.14.G(3) SUBMITTAL COMPLETENESS-** Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

#### **7-1.14.H REVIEW PROCEDURE**

**7-1.14.H(1) GENERAL-** Submittals are specified for those features and characteristics of materials, equipment, and methods of operation which can be selected based on the Contractor's judgment of their conformance to the specified requirements. Other features and characteristics are specified in a manner which enables the Contractor to determine acceptable options without submittals. The review procedure is based on the Contractor's guarantee that all features and characteristics not requiring submittals conform as specified. Review shall not extend to means, methods, techniques, sequences or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by these Special Provisions) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

**7-1.14.H(2)** When the Contract Documents require a submittal, the Contractor shall submit an electronic pdf of all submitted information plus one reproducible original of all information shall be transmitted with submittals for review and comment.

**7-1.14.H(3) SUBMITTALS FOR REVIEW AND COMMENT-** Unless otherwise specified, within 10 calendar days after receipt of a submittal for review and comment, the Engineer shall review the submittal and return a pdf of the marked-up reproducible original noted in 1 above. The returned submittal shall indicate one of the following actions:

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#### **SPECIAL PROVISIONS**

7-1.14.H(3)a) If the review indicates that the material, equipment or work method complies with these Special Provisions, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

7-1.14.H(3)b) If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.

7-1.14.H(3)c) If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

7-1.14.H(3)d) If the review indicates that the material, equipment, or work method does not comply with these Special Provisions, copies of the submittal will be marked "Rejected - See Remarks." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "No Exceptions Taken" or "Make Corrections Noted."

7-1.14.H(4) SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY- Such information is not subject to submittal review procedures and shall be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.

**7-1.14.I** EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS- review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the City has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

## **SECTION 8 PROSECUTION AND PROGRESS**

### **8-1 GENERAL.**

Attention is directed to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these special provisions.

## 8-2 COMMENCEMENT OF WORK.

The Contractor shall begin work within fifteen (15) working days after the date of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of the Time of Contract shown on the cover of the Project Manual.

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer and shall specify the date the Contractor intends to start.

## 8-3 LIQUIDATED DAMAGES.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days expressed in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the delay; and it is therefor agreed that the Contractor will pay to the City, the sum of **One Hundred Dollars (\$100.00) for each and every working day delay in submitting the proof of sign and poles orders and schedule for delivery beyond the ten (10) working days from the Notice to Proceed**, and Two Hundred Dollars (\$200.00), for each and every calendar day delay in finishing the work in excess of the number of working days prescribed; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Engineer shall have the right to increase the number of working days or not, as the Engineer may deem best to serve the interest of the City, and if the Engineer decides to increase the number of working days, the Engineer shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Engineer may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules, that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment that are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment that are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

If the Contractor is delayed in completion of the work by reason of changes made under Section 3, "Changes In Work," of the Standard Specifications, or by any act of the Engineer or of the City, not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section 4-3.

#### **8-4 PRE-CONSTRUCTION CONFERENCE.**

Prior to the issuance of the Notice to Proceed, a pre-construction conference may be held at the discretion of the City Engineer at Morro Bay City Hall for the purpose of discussing with the Contractor the scope of work, Plans, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.

#### **8-5 PROGRESS SCHEDULE**

The Contractor shall submit a detailed CPM schedule to the Engineer one week before the Pre-Construction Meeting. The Contractor shall make revisions as required by the Engineer. Upon acceptance by the Engineer the schedule will become the accepted Construction Schedule. An accepted schedule is required before work may proceed. The schedule shall show the Work spread over the entire contract time available for construction.

The Contractor shall revise and update the Construction Schedule on or before the twentieth of each month showing the status of work actually completed during the preceding estimate period. The Contractor shall submit to the Engineer one (1) printed copy of the revised Construction Schedule with his/her monthly progress payment request for that period. The schedule shall indicate the controlling items of work for each phase of the project. Preparation and updating of Construction Schedule shall be performed at Contractor's sole expense.

Failure by the Contractor to submit updated or revised Construction Schedules when required may prevent acceptance of progress payment requests by the Engineer until such updated or revised Construction Schedules have been submitted for review and have been accepted by the Engineer.

If the Contractor has fallen behind the accepted Construction Schedule by more than fifteen (15) percentage points based on earned progress payments, the Contractor shall take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the Work is back on schedule. He/she shall also submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be

deemed necessary to demonstrate the manner in which the rate of progress will be regained. All cost required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the Agency.

If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the City for unavoidable delays, by more than thirty-five (35) percentage points based on earned progress payments, he/she shall be deemed in material breach of Contract and the Work may be turned over to the surety for completion within the scheduled time.

## **8-6 DISPUTES AND CLAIMS**

### GENERAL

Any and all decisions made on appeal pursuant to this Subsection 4-6 shall be in writing. Any “decision” purportedly made pursuant to this Subsection 4-6 which is not in writing shall not be binding upon the Agency and should not be relief upon the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his duty to file the notice required under this Subsection or other duties required by the contract documents.

### NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this Subsection shall not be a prerequisite as to any claim which is based on differences in measurements or errors of computation as to contract quantities.

Additionally, this Subsection shall not supersede the specific notice and protest requirements of Section 3-4 “Changed Conditions” and Section 6-7.3 “Contract Time Accounting” of the Standard Specifications.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection that differences between the parties arising under and by the virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

**SECTION 9  
PAYMENT**

**9-1 GENERAL**

Payment will comply with Section 7 or Section 9 of the Standard Specifications.

**SECTION 10**  
**TECHNICAL SPECIFICATIONS**

## **TS-1 GENERAL REQUIREMENTS**

### **TS-1.01 General**

All work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; and the plans and typical sections.

### **TS-1.02 Project Site Maintenance**

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms, nails and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned.

All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

### **TS-1.03 Sanitary Facilities**

The Contractor shall provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

### **TS-1.04 Protection and Restoration of Existing Improvements**

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

Prior to starting construction, the Contractor shall document existing facilities, drainage facilities and improvements within the area of work by video. The video documentation shall be high quality digital, shall provide continuous coverage of each side of the roadway and shall be taken slowly enough to allow clear footage of existing facilities and improvements and their locations. The video shall provide points of reference using street addresses by clearly showing address numbers on mailboxes and/or providing audio commentary of the addresses during documentation near each respective address. The Contractor shall submit two (2) copies of the video to the City and to the Engineer prior to the commencement of work. The Contractor shall retain a copy of the video until a period of two (2) years after the date on the Notice of

Completion of the project. The video must be made and submitted in high quality electronic media such as CD or DVD and have the date of recording clearly labeled and provided with audio commentary.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

#### **TS-1.05 Notification of Residents, Businesses, and Agencies**

The Contractor shall notify the affected residents and businesses four calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street or sidewalk scheduled for renovation and 48-hour window of “no landscape irrigation” prior to work. Contractor shall submit a sample notice for review and approval by the City five calendar days prior to distribution.

Ten calendar days prior to beginning construction, the Contractor shall assist in notifying local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors and Underground Service Alert (USA) of its schedule of work.

The Contractor shall furnish and place “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty foot intervals two working days (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. In rural areas, the signs shall be placed at intervals not to exceed 400 feet. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

#### **TS-1.06 Measurement and Payment**

Payment for work required under the General Requirements shall be included in the prices bid for the individual items of work and no additional compensation will be allowed therefore unless specifically noted otherwise.

Payment for Mobilization, Bonds and Insurance and Notifications of Businesses and Residents shall be on a lump sum basis and no additional compensation will be allowed therefore. Payment shall include full compensation for furnishing all labor, materials, equipment and incidentals for notifying residents and businesses of upcoming construction

Payment for preconstruction video documentation of existing facilities and improvements shall be on a lump sum basis. Payment shall include full compensation for furnishing all labor, materials, equipment, and incidentals for establishing existing facilities and improvements in the areas of work.

## **TS-2 CONSTRUCTION ADA ACCESSIBILITY PLAN**

### **TS-2.01 Scope**

The Contractor shall prepare and submit a Construction ADA Accessibility Plan (CAAP), to the City of Morro Bay for approval. All work and material provided under this section shall be performed or furnished in accordance with Caltrans Standard Specifications and Plans (Caltrans Standards) and these Special Provisions. In case of conflict between the Caltrans Standards and these Special Provisions, the Special Provisions shall govern.

### **TS-2.02 Accessibility Considerations**

A wide range of pedestrians might be affected by Temporary Traffic Control (TTC) zones, including the young, elderly, and people with disabilities such as hearing, visual, or mobility. These pedestrians need a clearly delineated and usable travel path. If the TTC zone affects an accessible and detectable pedestrian facility, the accessibility and detectability shall be maintained along the alternate pedestrian route.

When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.

If establishing or maintaining an alternate pedestrian route is not feasible during the project, an alternate means of providing for pedestrians may be used, such as adding free bus service around the project or assigning someone the responsibility to assist pedestrians with disabilities through the project limits.

It must be recognized that pedestrians are reluctant to retrace their steps to a prior intersection for a crossing or to add distance or out-of-the-way travel to a destination.

- Pedestrians shall not be led into conflicts with vehicles, equipment, and operations.
- Pedestrians shall not be led into conflicts with vehicles moving through or around the worksite.
- Pedestrians shall be provided with a convenient and accessible path that replicates as nearly as practical the most desirable characteristics of the existing sidewalk(s) or footpath(s).
- A pedestrian route shall not be severed and/or moved for non-construction activities such as parking for vehicles and equipment.
- Consideration shall be made to separate pedestrian movements from both worksite activity and vehicular traffic. Unless an acceptable route that does not involve crossing the roadway can be provided, pedestrians shall be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. These signs shall be placed at intersections (rather than midblock locations) so that pedestrians are not confronted with midblock worksites that will induce them to attempt skirting the worksite or making a midblock crossing.

The following considerations shall be addressed when temporary pedestrian pathways in TTC zones are designed or modified:

- Access to transit stops shall be maintained.

- A smooth, continuous hard surface shall be provided throughout the entire length of the temporary pedestrian facility. There shall be no curbs or abrupt changes in grade or terrain that could cause tripping or be a barrier to wheelchair use. The geometry and alignment of the facility shall meet the applicable requirements of the 2010 Department of Justice ADA Standards for Accessible Design.
- The width of the existing pedestrian facility shall be provided for the temporary facility if practical. Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, temporary pathway, or other pedestrian facility. When it is not possible to maintain a minimum width of 60 inches throughout the entire length of the pedestrian pathway, a 60 x 60-inch passing space shall be provided at least every 200 feet to allow individuals in wheelchairs to pass.
- Blocked routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a long cane or who have low vision. Where pedestrian traffic is detoured to a TTC signal, engineering judgment shall be used to determine if pedestrian signals or accessible pedestrian signals shall be considered for crossings along an alternate route.
- When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a long cane can follow it.
- Signs and other devices mounted lower than 7 feet above the temporary pedestrian pathway shall not project more than 4 inches into accessible pedestrian facilities.
- Whenever it is feasible, closing off the worksite from pedestrian intrusion may be preferable to channelizing pedestrian traffic along the site with TTC devices.
- Movement by work vehicles and equipment across designated pedestrian paths shall be minimized and, when necessary, shall be controlled by flaggers or TTC. Staging or stopping of work vehicles or equipment along the side of pedestrian paths shall be avoided, since it encourages movement of workers, equipment, and materials across the pedestrian path.
- Access to the work space by workers and equipment across pedestrian walkways shall be minimized because the access often creates unacceptable changes in grade, and rough or muddy terrain, and pedestrians will tend to avoid these areas by attempting non-intersection crossings where no curb ramps are available.
- When pedestrian and vehicle paths are rerouted to a closer proximity to each other, consideration shall be given to separating them by a temporary traffic barrier.
- If a temporary traffic barrier is used to shield pedestrians, it shall be designed to accommodate site conditions.
- Short intermittent segments of temporary traffic barrier shall not be used because they nullify the containment and redirective capabilities of the temporary traffic barrier, increase the potential for serious injury both to vehicle occupants and pedestrians, and encourage the presence of blunt, leading ends. All upstream leading ends that are present shall be appropriately flared or protected with properly

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**TECHNICAL SPECIFICATIONS**

installed and maintained crashworthy cushions. Adjacent temporary traffic barrier segments shall be properly connected in order to provide the overall strength required for the temporary traffic barrier to perform properly.

- Normal vertical curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are needed.
- Temporary traffic barriers or longitudinal channelizing devices may be used to discourage pedestrians from unauthorized movements into the work space. They may also be used to inhibit conflicts with vehicular traffic by minimizing the possibility of midblock crossings.
- TTC devices, jersey barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the ADA standards, and shall not be used as a control for pedestrian movements.

Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

Maintaining a detectable, channelized pedestrian route is much more useful to pedestrians who have visual disabilities than closing a walkway and providing audible directions to an alternate route involving additional crossings and a return to the original route. Braille is not useful in conveying such information because it is difficult to find. Audible instructions might be provided, but the extra distance and additional street crossings might add complexity to a trip. Because printed signs and surface delineation are not usable by pedestrians with visual disabilities, blocked routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing audible information devices, accessible pedestrian signals, and barriers and channelizing devices that are detectable to pedestrians traveling with the aid of a long cane or who have low vision.

The most desirable way to provide information to pedestrians with visual disabilities that is equivalent to visual signing for notification of sidewalk closures is a speech message provided by an audible information device. Devices that provide speech messages in response to passive pedestrian actuation are the most desirable. Other devices that continuously emit a message, or that emit a message in response to use of a pushbutton, are also acceptable. signing information can also be transmitted to personal receivers, but currently such receivers are not likely to be carried or used by pedestrians with visual disabilities in TTC zones. Audible information devices might not be needed if detectable channelizing devices make an alternate route of travel evident to pedestrians with visual disabilities.

If a pushbutton is used to provide equivalent TTC information to pedestrians with visual disabilities, the pushbutton shall be equipped with a locator tone to notify pedestrians with visual disabilities that a special accommodation is available, and to help them locate the pushbutton.

### **TS-2.03 Construction ADA Accessibility Plan**

CAAPs shall show all proposed sidewalk and pedestrian pathway closures, detours, lists of signing, signals, audible information devices, barriers, channelization devices, detectable edging, temporary pathways, delineation of striping, description of construction activity, and schedule of various phases. CAAPs shall

be coordinated with the Phasing Plan. CAAPs shall be submitted within 14 days after the Notice to Proceed and shall be available at the pre-construction meeting.

Work shall not commence until the CAAP(s) is approved by the Engineer.

The CAAP(s) submitted shall, in addition to other requirements specified, show the following information:

- The sequences of construction affecting the use of the roadway/bicycle path conforming to the maximum time required for each phase of the work.
- The signs, signals, audible information devices, barriers, channelization devices, detectable edging, temporary pathways, temporary striping or marking specified and, as directed by the Engineer, necessary to provide safe accessible passage(s) for pedestrians.

This provision shall not be construed as preventing the Contractor from proceeding with his mobilization of equipment and placing orders for materials upon receipt of the notice to proceed of the work nor shall the Contractor be entitled to any delays due to processing of the CAAP by the City of Morro Bay.

#### **TS-2.04 Measurement and Payment**

Full compensation for Construction ADA Accessibility Plan, including all services, material costs, and for conforming to all applicable provisions of the Standard Specifications, these Special Provisions, and the requirements of the City Engineer shall be considered as included in the lump sum price paid for Bid Item, Construction ADA Accessibility Plan, complete and in-place, and no additional compensation will be allowed therefor.

Payment for implementation of the Construction ADA Accessibility Plan is paid for under the scope of the bid item, Traffic Control, and no additional compensation will be allowed therefor.

### **TS-3 TRAFFIC CONTROL**

#### **TS-3.01 General**

The work shall consist of maintaining and controlling all vehicular and pedestrian traffic through the construction zone and/or detour routes and shall conform to the “Manual of Traffic Control for Construction and Maintenance Work Zone” (Traffic Manual) published by the State of California, Department of Transportation. The manual prescribes minimum standards for the application of uniform traffic control devices such as traffic cones, barricades, regulatory signs, warning signs, and guide signs. The Contractor shall have a copy of the manual at the work site and shall adhere to its provisions.

#### **TS-3.02 Material and Equipment**

All traffic control supplies and materials including signs, posts, temporary mounting stands, cones, delineators, and barricades shall adhere to NCHRP No. 350. Each traffic control plan shall include a compliance letter indicating each type of material or equipment to be used on the project, date of purchase, manufacturer contact information, and a compliance letter or reference.

The Contractor shall place adequate signage to alert pedestrians that the sidewalk is closed during construction.

#### **TS-3.03 Construction**

Traffic control shall include the installation, maintenance, and removal of all necessary traffic control equipment. Damaged or missing equipment shall be replaced upon discovery. Equipment left in place over weekends or during other periods of non-work shall be checked and maintained on a daily basis until the work is complete and all traffic control devices are removed from the project.

### **TS-3.03A Traffic Control Plan**

Two weeks (ten working days) prior to starting any construction work, the Contractor shall submit to the Engineer for his review a detailed traffic maintenance and control plan for the various affected project sites or streets. No work may begin in any area until the Traffic Control Plan has been reviewed and approved by the City Traffic Engineer.

### **TS-3.03B Construction Signing**

Construction signing shall consist of furnishing, installing, maintaining, and removing construction signs, cones, delineators, and barricades.

### **TS-3.03C Flagmen**

If required in the traffic control plan, and always during one-way traffic control, flagmen will be required to direct traffic during construction. The number and location of flagmen shall be sufficient to allow safe control and passage of traffic through the work zone. During the paving of intersections, two flagmen shall be posted at each intersection for the entire time between tack coat and finish rolling.

During placement of chip seals, and at other times if necessary for public or worker safety, pilot cars shall be required to control traffic speed to a maximum speed of twenty miles- per-hour to ensure traffic safety. Pilot cars shall be maintained on the chip sealed streets at least until after the primary sweeping, or longer if necessary for safety.

### **TS-3.03D Portable Delineators**

Portable delineators shall be either cones or tubular markers. Delineators to be used at night or in low light conditions shall be reflectorized. The minimum height of either style of delineator shall be thirty-seven inches above the road surface.

All portable delineators shall follow the current version of the Traffic Manual. The portable delineators shall be spaced as necessary for proper traffic control. However, in no case shall the spacing between the portable delineators exceed fifty feet on tangents or twenty-five feet on curves.

### **TS-3.03E Restrictions on Closure of Traffic Lanes**

The Contractor shall submit to the City a traffic plan showing the detouring of traffic during construction. The traffic plan must be approved by the Engineer prior to any road closures.

### **TS-3.04 Measurement and Payment**

Payment for all work required under Traffic Control, including flagmen, shall be paid on a lump sum basis as indicated in the Bid Schedule, and no additional compensation will be allowed therefore.

## **TS-4 WATER POLLUTION CONTROL PROGRAM**

### **TS-4.01 General**

The Contractor shall prepare and implement a Water Pollution Control Program (WPCP) which describes in specific detail the Contractor's program to prevent contamination of the storm water collection system. The program shall address both common construction activities and extraordinary events.

The WPCP shall adhere to the requirements of the storm water quality management plans of the local governing jurisdictions. The plan shall address the prevention of particulates or pollutants from entering the storm water system from the job site, whether due to routine operations or spills.

#### **TS-4.02 Construction**

The Contractor shall continuously provide at the job site all of the tools, equipment, and materials necessary to implement the WPCP. This requirement shall be enforced at all times from project initiation through completion, including any punch list or warranty work on the project.

##### **TS-4.02A Submittal**

The Contractor shall submit 3 copies of the WPCP a minimum of 10 working days prior to beginning construction. Construction shall not begin until the WPCP is approved.

##### **TS-4.02B Protection of Existing Storm Water System**

As the first order of work, the Contractor shall protect the existing storm water system from entrance of particulates and pollutants. Such protection shall include implementing the Best Management Practices (BMP) as outlined in the WPCP. In addition to the Best Management Practices outlined in the local governing jurisdiction's plans the protection system shall have a minimum of 3 features:

- A particulate filter of geosynthetic material securely fastened in place such that it cannot be bypassed without significant physical damage,
- A pre-filter for the particulate filter, and
- On-hand materials to close off an inlet or opening in the case of a significant pollution spill.

##### **TS-4.02C Materials Storage Areas**

All material and/or equipment storage areas where liquid construction materials are kept, including but not limited to asphalt emulsions, paving oils, and seal coat materials, shall be protected by a physical barrier capable of containing the entire volume of stored liquid materials. During active construction activities, portions of the barrier may be removed for access. However, the barrier materials must be readily accessible for replacement by on-site construction personnel. The barrier must be in place at all times when construction personnel are absent from the storage site.

##### **TS-4.02D System Inspection and Maintenance**

The Contractor shall inspect and repair or replace any damaged or clogged element on a daily basis. During periods of precipitation where runoff occurs, the system shall be checked twice daily, seven days a week, whether or not any work has been performed. The daily checks shall be between 6 a.m. and 9 a.m., and 4 p.m. and 8 p.m.

The Contractor shall provide a monitoring log of each inspection.

##### **TS-4.02E Non-Storm Spills or Pollution**

The WPCP shall address practices for the clean-up of spilled or leaked pollutants such as hydraulic oil from damaged or leaking equipment. The plan shall include readily available equipment and materials to contain and absorb the pollutants, collection of these materials, and disposal of the materials to an approved disposal facility. The plan shall include ultimate disposal from the Contractor’s yard.

The Contractor shall keep a record of any spills on the daily inspection logs. In addition, at the end of the project, the Contractor must certify that all contaminated materials have been properly disposed of in accordance with the WPCP.

**TS-4.03 Measurement and Payment**

The Contractor shall be paid for the work of preparing, implementing, inspecting, maintaining, and removing the WPCP on a lump sum basis as indicated in the Bid Schedule.

In addition, failure to perform and document the required daily inspections shall result in a daily penalty of \$250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the WPCP may be made on a partial payment system based on the completion of the following stages of the work:

Work Description	Payment Percentage
Develop plan	10% of bid price
Initial plan implementation	10% of bid price
Removal of BMP’s at completion	10% of bid price
Inspection and Maintenance of WPCP	70% of bid price/contract time in calendar days

**TS-5 PROSECUTION AND PROGRESS**

**TS-5.01 General**

The Contractor shall order signs and poles and provide to the Engineer written evidence of the order(s) and the manufacturer’s/fabricator’s estimated date for delivery ten (10) working days from the issuance of a Notice to Proceed. As provided in the Contract Documents, the Contractor shall pay to the City the sum of One Hundred Dollars (\$100.00) for each and every working day’s delay in submitting the proof of sign and poles orders and estimated delivery date beyond the ten (10) working days from the Notice to Proceed.

Once the signs and poles are delivered, the Contractor shall have Forty (40) WORKING days to complete their installation. The Contractor shall pay to the City of Morro Bay the sum of Two Hundred Dollars (\$200.00), for each and every calendar day’s delay in finishing the work in excess of the calendar day completion time.

**TS-6 EXISTING FACILITIES**



### **TS-7.02 Sign Submittals**

Provide material specifications/manufacturer cut sheets for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Translucent ink
4. Anti-graffiti films/coatings
5. Paint system
6. Sign bracing and brackets

Provide 4" x 4" color samples for sign paint.

Provide 4" x 4" color samples of translucent ink applied to retroreflective sheeting. Provide full size sample of digitally printed gold colored vinyl seal.

Provide shop drawings for sign panel fabrication details including:

1. Layout of sign graphics and legends
2. Sign panel bracing and attachment to sign panel
3. Pole to sign panel connections

Material samples, shop drawings and documentation must be approved before fabrication of signs begins. Any fabrication started prior to obtaining approved material samples and shop drawings will be at your risk.

### **TS-7.03 Quality Control and Assurance**

Signs and posts shall be of high quality materials and workmanship. Signs must be fabricated by a qualified and experienced sign fabricator whose primary course of business includes production of vehicular signs like the signs identified in this specification. Provide references and documentation as called for in the Qualifications section of the Notice Inviting Bids.

### **TS-7.04 Materials General**

Fabricator must contact Pierre Rademaker Design for production-ready vector files for all sign graphics.

All sign materials, including substrates, retroreflective sheeting, films, inks, vinyl overlays, paints and coatings, etc. shall be suitable for an outdoor environment.

Sign panel colors are as follows:

1. Text/Arrows: white
2. Sign Background (including back, edges and brackets): Match 3M Reflective Film Green # 5100R-77
3. Borders/separators: Match 3M Gold Reflective Film Border #5100R-64 OR PAINT

### **TS-7.05 Materials Fabrication**

Prepare substrates and apply reflective sheeting in accordance with manufacturer's instructions.

Borders and rule lines will be **painted or** graphic film such as 3M Opaque Graphic Film.

Signs will be created using a white retroreflective sheeting with a translucent ink overlay (text to be reversed out with white reflective sheeting to show through), unless approved otherwise. Translucent ink must be of a type recommended by the retroreflective sheeting manufacturer.

Sign panels must have a non-sacrificial anti-graffiti protective film overlay such as 3M 1160 Series overlay film. Film type shall be as recommended by the retroreflective sheeting manufacturer.

Back and edges of signs will be painted blue. Paint system shall be a polyurethane paint system by Mathews Paint or approved equal including primers, topcoats, and clear coats specifically formulated for aluminum substrates. Substrate preparation and number of coats/mil thicknesses shall be per manufacturer's recommendations for the intended purpose.

Completed sign panel must be within 1/8" of dimensions shown or as approved. Flatness of finished sign face shall be within  $\pm 1/32$  in/lf across the plane of the panel.

#### **TS-7.06 Sign Panels and Fastening Hardware**

Sign panel bracing channels and brackets must be from a single manufacturer such as Signfix by Band-it IDEX, Inc. or Adjust-a-Sign by Xcessories Squared or approved equal. Bracing Channels must be aluminum alloy 6061-T6 extrusions attached to sign panel using VHB tape, tack welds and by welding or rivets. Rivets must be concealed and must not penetrate the sign retroreflective sheeting.

Channels shall be painted or polyester powder coated to match sign background color (blue).

Hardware for connections and attachments shall be galvanized or stainless steel and shall be concealed or vandal-resistant.

Brackets, clips and banding used to attach signs to poles shall be stainless steel.

Brackets, clips and banding used to attach signs to metal poles must be painted or polyester powder coated to match pole color (black). Brackets for wood posts may be stainless steel finish.

#### **TS-7.07 Aluminum Sheeting**

Sign substrate must be 1/8" minimum thickness aluminum alloy 6061-T6 sheeting complying with ASTM B2099 unless approved otherwise.

#### **TS-7.08 Retroreflective Sheeting**

Reflective sheeting must be 3M Diamond Grade or High Intensity Prismatic reflective sheeting or approved equal that meets ASTM D4956-04 Type IV or better.

Sign background, text, arrows and symbols must be retroreflective and must meet California 2014 MUTCD Revision 4 requirements for Community Wayfinding Signs. Minimum luminance ratio of legend to background shall be 3:1. (per MUTCD Section 2D.50 19) with minimum retro-reflectivity levels (cd/lx/m<sup>2</sup>) as follows: White  $\geq 120$ ; Green  $\geq 15$ .

#### **TS-7.09 Pole Submittals**

Provide material specifications/manufacturer cut sheets and, where applicable, manufacturer's installation instructions for:



Length of 4" OD poles shall be sufficient to install Type B signs per manufacturer's recommendations and allow for the required 7' clear height from sidewalk or finish grade to bottom edge of sign.

Provide an FHWA approved breakaway for steel poles such as:

Transpo Pole-Safe Couplings Model No. 5075 (3/4" with Transpo Type C Female Anchors (internal threads) or approved equal.

Anchors, couplings, shims, nuts and bolts will be galvanized.

**Approved equal poles may be submitted for approval. Provide documentation that the poles and breakaway system are properly sized (engineered) for the intended use.**

#### **TS-7.10B Wood Posts**

Wood Posts will be 8" x 8" x pressure treated Douglas fir or Hem-Fir, drilled for breakaway, and must comply with Section 56-4.02C of the State Standard Specifications.

#### **TS-7.11 Construction General**

Install FHWA -approved breakaway system in concrete foundation in turf or concrete areas. Core through concrete sidewalk unless location calls for hand digging or hand digging is required due to proximity to underground utilities or as directed by the engineer. To allow hand digging, sidewalk panels must be removed and replaced in compliance with Section 73, and City Standard C-3.

Concrete sidewalks must be replaced within 21 days of removal.

Until sidewalk panel is replaced, opening must be brought up to adjacent grade and patched back with a slip-resistant temporary surfacing such as cold mix or compacted class 2 aggregate base to provide for pedestrian access.

Check temporary patch daily for development of trip hazard or unraveling loose base. Repair immediately.

Concrete for foundations is class 3/minor concrete (2500 psi) in compliance with Section 90.

Restore work site disturbed areas to equal or better than existing conditions including restoration of concrete or turf areas.

Signs and poles must be cleaned before acceptance by the City.

#### **TS-7.12 Measurement and Payment**

Payment for sign submittals and shop drawings shall be on a lump sum basis as identified in the Bid Schedule and includes all the work required for all submittals, samples, and shop drawings as required by these specifications or requested by the Engineer.

Payment for fabricating, furnishing all materials, assembling and installing the signs, stiffeners, and furnishing hardware and brackets necessary for complete sign installation, is included in the pay items for the various types of wayfinding signs and shall be paid on a unit cost basis as identified in the Bid Schedule.

Payment for the various types of poles and bases includes coring concrete sidewalk (or hand digging if necessary), excavating and disposing of materials, furnishing and installing concrete foundations, breakaway systems, poles, caps, bases, and restoration of disturbed areas is included in the pay items for the various types of poles and decorative bases and shall be paid on a unit cost basis as identified in the Bid

Schedule. Payment for furnishing and installing wood posts is included in the bid items for the signs that require them.

Payment for removal and replacement of sidewalk panels to allow for hand digging shall be on a unit cost basis and is an allowance as identified in the Bid Schedule for the amount of work required by field conditions and approved prior by the Engineer. The Contractor is not entitled to any portion of the allowance quantity not approved by the Engineer.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

## **TS-8 EARTHWORK**

### **TS-8.01 General**

This section includes all earthwork operations necessary to perform site grading, excavation for structures and foundations, construction of subgrade for sidewalks and road sections, all as indicated on the Contract Drawings and specified herein.

The Contractor shall perform all earthwork necessary to execute the required work. The earthwork and grading shall include the removal and disposal of all deleterious and excess materials of whatever nature encountered, which may include rock and excess common excavation, including all obstructions that would interfere with the proper construction and completion of the work.

The Contractor shall dispose of all excess excavated material at his own expense and in accordance with an approved hauling plan.

No payment will be made for unauthorized excavated and fill material exceeding the contract lines and grades.

### **TS-8.02 Materials**

#### **TS-8.02A Earth Fill Material**

Earth fill material used for grading operations shall be site-cut material that is free from organic matter, roots, debris, and rocks larger than 3 inches in the greatest dimension.

#### **TS-8.02B Construction Water for Compaction**

Water shall be free of organic materials. Contractor shall provide all water needed for earthwork. Contractor shall provide means to convey water from the source to the point of use. Contractor shall provide means to meter water if taken from a city pipeline.

### **TS-8.03 Construction**

#### **TS-8.03A Site Examination & Preparation**

Contractor shall verify that survey benchmarks, construction stakes, and intended elevations for the Work are as indicated.

Contractor shall identify required lines, levels, contours, and datum. Contractor shall locate, identify, and protect known utilities from damage.

#### **TS-8.03B Site Grading**

The subgrade shall be cut to grade and proof rolled in order to detect isolated unstable areas. Any areas found to be yielding shall be stabilized. If unstable soils are encountered at any time during the grading operation, stabilization will be required prior to placement of aggregate base. Stabilization, if required, shall consist of removing soft, spongy or otherwise unsuitable materials to firm unyielding soil and backfilling with crushed aggregate base.

Prior to finish grading, verify debris, roots, branches, stones, in excess of 1/2 inch in size have been removed. Remove soil contaminated with petroleum products. Verify subgrade has been contoured and compacted

#### **TS-8.03C Preparation for Placing Earth Fill and Aggregate Base Course**

Prepare subgrade prior to placing earth fill and aggregate base course materials.

Scarify native material and compact to relative compactions indicated in City of Morro Bay Standard Details and Street Specifications.

#### **TS-8.03D Placing Fill and Aggregate Base Course**

Place backfill in maximum 6-inch lifts and compact each lift to relative compactions specified in Standard Details and/or General Notes.

Employ a placement method that does not disturb or damage other work.

Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, or spongy subgrade surfaces.

Maintain optimum moisture content of fill materials to attain required compaction density.

Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

#### **TS-8.03E Tolerances**

Immediately before placing subsequent layers of material, prepare the grading plane to comply with the following:

Where PCC base or pavement is to be placed, the grading plane must not extend above the grade established by the Engineer.

If material to be placed on the grading plane is paid by the cubic yard, the grading plane at any point must be within 0.05 foot above the grade established by the Engineer.

If subbase or base material to be placed on the grading plane is paid by the ton, the grading plane at any point must be within 0.10 foot above the grade established by the Engineer.

#### **TS-8.04 Measurement and Payment**

Measurement and payment for earthwork shall be included in the items of work for which it is necessary. The unit costs shall include full compensation for furnishing all labor, materials, tools, equipment and

incidentals for the removal of existing concrete pavement within the project site; base material; protection and maintenance of existing utilities and structures; dust control and costs to load, transport and dump removed material at a suitable legal disposal site.

## **TS-9 AGGREGATE BASE**

### **TS-9.01 General**

This work shall consist of furnishing, grading, and compacting aggregate base under concrete repair areas and new structures, and where called for in the plans and these Special Provisions.

### **TS-9.02 Materials**

Aggregate base shall conform to Subsection 26-1.02A, "Class 2 Aggregate Base", of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the Engineer.

### **TS-9.03 Construction**

Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Subsection 15-1.01, "General" of Existing Facilities. The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted to a minimum of 95 percent relative compaction.

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications.

The constructed thickness of the aggregate base layer shall be not less than the design thickness minus 1/2 inch.

### **TS-9.04 Measurement and Payment**

Measurement and payment for aggregate base shall be included in the items of work for which it is necessary.

The above contract unit cost shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. No additional compensation will be allowed therefor.

## **TS-10 MISCELLANEOUS CONCRETE**

### **TS-10.01 General**

In the event hand digging is required due to underground utilities and sidewalk must be removed to allow for hand digging, this section applies to the bid items involving PCC construction as directed by the Engineer. This section includes removal and disposal of existing PCC facilities where applicable. Backfilling removal areas with clean soil and mulch where applicable is also included in this section.

### **TS-10.02 Materials**

Concrete shall conform to the provisions of Section 90 of the Standard Specifications.

### **TS-10.02A Concrete Mix Design**

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#### **TECHNICAL SPECIFICATIONS**

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines:

General Concrete Facilities including curb, gutter, sidewalk, access ramps, residential driveways, etc. shall meet the following requirements:

Compressive Strength: 2500 psi @ 28 days

Maximum Slump: 5 inches

Heavy Vehicular Facilities including cross gutters, spandrels, swales, commercial driveways, and alley entrances shall meet the following requirements:

Compressive Strength: 2000 psi @ 3 days, 4000 psi @ 28 days

Maximum Slump: 4 inches

The Contractor shall be responsible for all costs associated with the required mix design.

### **TS-10.02B Quality Assurance Field Testing**

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

### **TS-10.03 Construction**

All work shall conform to the provisions of Section 90 of the Standard Specifications.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities. Construction surveying required for completion of the work shall be at the Contractor's expense.

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

### **TS-10.03A Protection of Existing Facilities**

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed, and the vertical surfaces cleaned.

### **TS-10.03B Subgrade**

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

### **TS-10.03C Forming**

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

### **TS-10.03D Tolerances**

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal. Removal and disposal of existing facilities is included in this work

### **TS-10.03E Placing and Finishing**

#### **TS-10.03E(1) General**

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

#### **TS-10.03E(2) Strikeoff, Consolidation, and Finishing**

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

#### **TS-10.03E(3) Concrete Protection**

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

#### **TS-10.03E(4) Curing**

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent Hot Mix Asphalt.

#### **TS-10.03E(5) Joints**

Control joints shall be placed at a maximum spacing of five feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/2 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of twenty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

#### **TS-10.03E(6) Cleanup and Backfill**

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris. The aggregate base shall be replaced to match the existing base and compacted to 95% relative compaction.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing parkway shall be filled with clean native material and the entire parkway left in a clean and orderly condition.

For concrete removed but not replaced, the resulting void after excavation shall be backfilled with clean native material and covered with a 4-inch depth of mulch.

#### **TS-10.04 Measurement and Payment**

Measurement and payment for Remove and Replace PCC Sidewalk to Allow for Hand Digging (Allowance) shall be paid as an allowance on a unit cost basis as identified in the Bid Schedule for the amount of work requested by the Owner. The Contractor is not entitled to any portion of the allowance quantity not requested by the owner.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The cost of removal and disposal of existing PCC facilities where applicable shall be included in the unit cost of the work. No additional compensation will be allowed therefor.





AGENDA NO: B-2

MEETING DATE: August 18, 2021

## Staff Report

**TO:** Public Works Advisory Board

**DATE:** August 12, 2021

**FROM:** Kyle Rhorer – WRF Program Manager (Carollo)  
Rob Livick, PE/PLS/QSD – City Engineer

**SUBJECT:** Water Reclamation Facility (WRF) Project Review and Approval of Change Orders

### **RECOMMENDATION**

Staff recommends the Public Works Advisory Board (PWAB) 1) review and provide comments to City Council on the content of what will become Amendment No. 6 to Filanc-Black & Veatch Design-Build Agreement (i.e., DB team) for a total value of \$1,132,117; and 2) review and provide comments to City Council on the content of what will become Amendment No. 2 to the agreement with Water Works Engineers, LLC for a total value of \$168,915.

### **FISCAL IMPACT**

Amendment 6 to the Filanc-Black & Veatch Design-Build Agreement resolves nine (9) Project Change Orders (PCOs). If all the PCOs are approved, the guaranteed maximum price (GMP) for the WRF (treatment plant) element of the overall WRF Project would increase from \$75,565,877 to \$76,697,994.

Amendment No. 2 to the agreement with Water Works Engineers, LLC provides for additional engineering services during construction of the Conveyance element of the overall WRF Project. If approved, the total not to exceed amount for the Water Works Engineers agreement will increase from \$2,045,396 to \$2,214,311.

The FY 2021 Q4 baseline WRF Project budget of \$144,674,877 is not impacted by the two amendments identified above and described in this Staff Report below.

Prepared By: KR

Dept Review: RL

City Manager Review: SC

City Attorney Review: JWP

**AMENDMENT 6 TO FILANC-BLACK & VEATCH DESIGN-BUILD AGREEMENT - BACKGROUND**

At the October 23, 2018, City Council meeting, a contract was awarded to the DB team in the amount of \$67,234,512 (DB Agreement). The contract is structured as a guaranteed maximum price (GMP) for an agreed upon scope of work. Therefore, the DB team committed to delivering the work specifically identified in the contract for a cost not to exceed \$67,234,512. The contract award was the culmination of a year-long competitive procurement that began with the advertisement of a request for qualifications (RFQ) on October 27, 2017. The scope of work included in the contract is the same as the scope of work included in the DB team's original proposal received by the City on May 08, 2018. A summary of the original contract value and the five (5) previous amendments are presented in the table below:

<b>Amendment No.</b>	<b>Contract Value</b>	<b>Amendment</b>
-	\$67,234,512	-
1	\$68,870,571	\$1,636,059
2	\$68,934,508	\$63,937
3	\$74,926,725	\$5,992,217
4	\$75,761,822	\$835,097
5	\$75,565,877	\$(195,945)
<b>6 (Proposed)</b>	<b>\$76,697,994</b>	<b>\$1,132,117</b>

The DB team is responsible for design of the WRF (and not the other two components of the overall project – conveyance and injection well systems). Per the DB agreement, the design has progressed and been presented to the City over the course of the following design deliverables:

- Basis of Design Report/30 Percent Submittal
- 60 Percent Design Submittal
- 90 Percent Design Submittal
- Issues for Construction (IFC) Submittal

As anticipated and called for in the DB agreement, the DB team advanced the design concept that was included in their proposal. This refinement is captured in the Draft Basis of Design Report (BDR) and 30 Percent Design Submittal, 60 Percent Design Submittal, and 90 Percent Design Submittal and the IFC Submittal. As all are aware, the design has been completed and construction began on March 20, 2020.

At this time, the City has identified a total of nine (9) PCOs that include a cost impact to the DB Agreement for consideration by PWAB. Details for each of the PCOs are included in Attachment 1. The table below summarizes the PCOs currently being considered:

PCO No.	Description	Cost Impact (Increase/Decrease)	Final PCO Cost	Primary Rationale
77	COVID-19 Costs	Increase	\$125,000	DB Team Claim
88	Dead-Front Control Panels	Increase	\$37,774	City-Requested - Enhanced Functionality
89	SCADA-Managed IPR Off-Spec Diversion	N/A	\$0	City-Requested - Operational Requirement
90	24Vdc Digital Output Circuits	Increase	\$25,689	City-Requested - Operational Requirement
91	Standard Equipment Color	Increase	\$12,500	City-Requested - Enhanced Functionality
92	Soil Slip Differing Site Conditions (2021)	Increase	\$825,300	Differing Site Conditions
93	NEMA 4X Electrical Enclosures	Increase	\$40,000	DB Team Claim
94	Security System Revisions	Increase	\$25,659	City-Requested - Enhanced Functionality
96	January 2021 Storm Event	Increase	\$40,195	DB Team Claim
<b>Total</b>			<b>\$1,132,117</b>	

The primary rationale for the need for each PCO is as follows:

- **PCO No. 77: COVID-19 Costs** - The DB Agreement stipulates that an "epidemic" or "quarantine restriction" is a compensable Force Majeure event. FBV originally submitted costs in the amount of \$152K for COVID-19 impacts based on added janitorial service, added COVID protective supplies, added Safety Officer time, added costs to send infected workers home for quarantine, and loss of efficiency (1 hr. per worker per day from 3/20/20 to 6/1/20 and 10 min. per worker per day from 6/1/20 to 3/20/21). The City was able to negotiate this cost down to \$125K based on a reduction of the assumed inefficiencies and was able to gain FBV agreement that this cost is considered final (i.e. that any future infections would be based on individuals deciding not to be vaccinated rather than Force Majeure).
- **PCO No. 88: Dead-Front Control Panels** – City staff requested that all control panels be dead-front type, wherein no controls are exposed, and that a solid front door is furnished (i.e. keyed or with padlock hasp). FBV has submitted costs in the amount of \$37K and the City is in agreement. This change is being implemented on the following system control panels: Kusters (Headworks), Suez (MBR), Aerzen (Blowers), Gierlich-Mitchell (Sanitary Lift Station), Charter Machine (Dewatering), and other minor panels as required.
- **PCO No. 89: SCADA Managed IPR Off-Spec Diversion** – This change in scope was initiated by Design Clarification No. 17, wherein FBV was requesting City agreement on process protocols for verifying permit mandates for Contact Time (CT) on the disinfection of Indirect Potable Reuse (IPR) effluent. After considerable debate it was determined that the State

Waterboards would require an automated IPR effluent diversion system to manage CT compliance. Originally FBV disputed this item claiming a change of conditions. The City's position is that this is required for NPDES permit compliance and should therefore be included in the DB Agreement scope. A settlement has been reached wherein FBV agree that the work is part of the DB Agreement GMP and no change costs are warranted (approximate design/construction value is \$80K to \$100K).

- **PCO No. 90: 24 Vdc Digital Output Circuits** – City staff requested that all control digital output circuits be 24vDC to match the 24vDC input signals as required by the DB Agreement. The City requested this to prevent potential signal interference. FBV had planned to use 120vAC digital outputs as the DB Agreement only stipulated the 24vDC signals on inputs (not outputs). This could potentially cause signal interferences and various control system disruptions. This item was disputed by the City as matching input and output signals is a design standard for some design firms (including Carollo). As part of negotiations the City elected to accept the proposed costs which include additional relays and power supply units in various Motor Control Centers (power distribution panels) for the 24Vdc PLC digital circuits being added.
- **PCO No. 91: Standard Equipment Color** – City staff requested that a standard color be established for all manufactured equipment, piping, etc., including for all field applied coatings. This is being implemented so that plant staff only need to maintain supply of one coating color, to simplify coating spot repairs during normal maintenance. The selected color is Tnemec 32R Light Gray or equal. FBV coordinated and made requests to each equipment supplier to change their standard or typical factory color to the Tnemec Light Gray or equal. Some supplier had costs impacts for the equipment color change.
- **PCO No. 92: Soil Slip Differing Site Conditions (2021)** – On January 28, 2021, the previous cut-slope landslide area reactivated during a major storm. The DB Team has performed extensive site investigation, developed preliminary remediation drawings, and submitted total costs in the amount of \$825,300 to address the known conditions. The remediation scope of work includes: removal and stockpiling of approximately 17,000 cy of loose material to the mapped slip plane, benching into competent native subgrade material, installing a subdrain system at each bench with drainage to surface, placement and compaction of \$17,000+ cy of engineered fill, surface contours to enhance precipitation run-off, concrete v-ditches to divert run-off from the areas, and the installation of two inclinometers for future monitoring by the City (monitoring not included).
- **PCO No. 93: NEMA 4X Electrical Enclosures** – The City is requiring that all exterior electrical enclosures be NEMA 4X type. FBV submitted costs in the amount of \$97K to provide the NEMA 4X enclosures. The City does not agree with the contractual merits of this cost request. The City's contention is that the DB Agreement calls for all exterior and exposed electrical and control enclosures are to be NEMA 4X rated. FBV has argued that their intention, and the approved IFC design documents indicate reasonable alternatives to NEMA 4X. The City and FBV have agreed to the settlement amount noted herein and all applicable panels will be NEMA 4X rated.
- **PCO No. 94: Security System Revisions** – The City requested the following improvements to the facility security system: add one exterior security camera to enhance coverage of the facility grounds (6 other cameras already in design), add door detectors and motion sensors at the RO Bldg, Storage Shed, Electrical Building (detectors and sensors at Operations Building and Maintenance Building are already in design). FBV submitted costs in the amount of \$25K and the City is agreeable to the proposed amount.

**AMENDMENT 2 TO WATER WORKS LLC AGREEMENT - BACKGROUND**

The City of Morro Bay and Water Works Engineers entered into an agreement as of November 15, 2017 for consulting services related to the WRF Lift Station and Offsite Pipelines. The Lift Stations and Offsite Pipelines component of the WRF project is currently under construction.

A summary of the original contract value and the previous amendment are presented in the table below:

<b>Amendment No.</b>	<b>Contract Value</b>	<b>Amendment</b>
-	\$1,353,570	-
1	\$2,045,396	\$691,826
<b>2 (Proposed)</b>	<b>\$2,214,311</b>	<b>\$168,915</b>

The original scope of work for Engineering Services During Construction included design of the following:

Construction Phase Assistance:

- Pre-Construction Conference Attendance (assume 1 meeting).
- Complete all submittal reviews (assume qty. 80).
- Request for Information (RFI) and Request for Clarification (RFC) review, documentation and tracking (assume qty. 30).
- Change order request review, documentation, and tracking (assume qty. 6).
- Attend weekly jobsite meetings. (assume 12 months at 2x per month = qty. 24).
- Assist in observing operational test of lift station (assume 3 site visits, one each for planning, initial, and final operational test).
- Final inspection, report and project completion recommendation letter (assume 3 site visits, one each for development, progress review, and final punch list acceptance).
- Record drawings (assume redlines provided by Contractor and Inspector, assume 80 hours for pump station and 40 hours for pipelines).

The additional work for Engineering Services During Construction consists of the following:

- Main Street and Quintana Road Pipeline Realignment
  - Waterworks will update construction drawing(s) to meet the required DDW pipeline separation requirements as follows:
    - Revise force main plan and profile between stations 61+00 to 65+00 (drawing number 05-PP-14) to meet separation increase requested by DDW.
    - Develop new trench detail for a portion of the alignment to increase offset between IPR line and brine and sewer FM 1 and 2 to increase separation and enhance long term maintainability of pipe.
    - Revise main street retaining wall detail (drawing no. 06-CD-06) to accommodate modified alignment and associated increase in quantity and size of retaining wall replacement.
- CA-SLO-16 Redesign
  - Waterworks will update construction drawing(s) with the intent of eliminating and/or reduce potential for excavation into the cultural resources site along Caltrans Highway 1 southbound onramp from Atascadero Rd as follows:
    - Revise force main plan and profile from station 26+50 to 33+25 (drawing No.

- 05-PP-5 to 05-PP-7) to meet raise pipe above potential cultural resource impact zone.
  - Update trench detail to accommodate this redesign.
  - Develop grading design and potentially retaining structure (less than 4-ft vertical height of retained soil).
  - Provide engineering support for modification of Caltrans encroachment permit to accommodate redesign.
- Additional Engineering Support Services during Construction
  - Waterworks will provide the following additional engineering support during construction through the anticipated construction completion date of April 2022.
    - Attend five (5) site meeting (in addition to the 4 attended to date)
    - Continue utilization of project SharePoint site for tracking and documentation of RFI's, submittals, etc.
    - Complete submittal reviews (assume qty. 80 in addition to the 187 reviewed to date)
    - Request for Information (RFI) and Request for Clarification (RFC) review, documentation and tracking (assume qty. 40 in addition to the 60 addressed to date)
    - Attend WRF Program Meeting and Weekly Project Meeting - virtually (assume 8 months at 2 meetings x 4x per month/meeting = qty. 64, in addition to 42 attended to date)
- Water Line Relocation Realignment
  - Waterworks will update construction drawing(s) to extend water line replacement along Quintana Road where field location of existing water line differed from City Record Drawings and thus required relocation to meet required DDW pipeline separation requirements as follows.
    - Revise force main plan and profile between stations 71+00 to 78+75 (drawing no. 05-PP-16 to 05-PP-18) to meet separation increase requested by DDW.
    - Review and confirm trench detail for this portion of alignment.

**DRAFT PCO TO ANVIL BUILDERS FOR WRF CONVEYANCE PIPELINES**

Unlike the Filanc-Black and Veatch procurement, the contractor for the WRF conveyance pipeline and pumpstation construction was procured using the Design-Bid-Build process.

In May 2020, the City's design engineer, Water Works Engineers (WWE) completed the final plans and specifications for the Conveyance Facilities component of the Project. This milestone represents the culmination of several years of work that began in November 2017 with evaluation of potential pipeline alignments and pump station(s) configurations to convey raw wastewater and treated effluent between the existing wastewater treatment plant (WWTP) and new WRF. In December 2018, WWE and the City's Program Manager presented these alternatives to the Water Reclamation Facility Citizens Advisory Committee (WRFCAC) and later to the City Council in January 2019. At the February 12, 2019 City Council meeting, the City Council provided staff direction to pursue the West alignment (i.e., Main Street and Quintana Road) and dual pump station alternatives.

On June 15, 2020, the City advertised the Conveyance Facilities component of the Project. During the bidding period, the WRF Program Manager, with support from WWE, held a pre-bid meeting, answered bidders' questions, and issued addenda. A total of five (5) addenda were issued. A total of five (5) bids were received and read aloud at the WRF construction site on August 14, 2020. On November 11, 2021 City Council awarded the Conveyance facility component of the WRF project to Anvil Builders Inc. in the amount of \$31,493,675.00.

During the course of construction over the last nine months sixteen potential change order have been initiated and are summarized in Attachment 1. These costs for these PCO have not been fully developed, but the program team has developed Rough Order of Magnitude (ROM) cost estimates for these changes. Once these PCO have fully matured they will be brought back to this Board for discussion and recommendation. Work has been completed on some of the changes to avoid significant delays to the project and to ensure the City can comply with the Time Schedule Order issued by the Central Coast Water Regional Quality Control Board.

**ATTACHMENTS**

1. WRF Project CCO/PCO Combined Log



**City of Morro Bay**  
Water Reclamation Facility  
Combined CCO/PCO LOG



PCO No.	CCO No.	Title	APPROVED CCOs	APPR. CCO DAYS	ROM Estimate Low	ROM Estimate High	Scope Defined?	City Staff/Program Team Authorized?	Carollo Est. Done?	Contractor \$\$ Submitted?	Est. Appr. Date	Comments
<b>CONVEYANCE PROJECT (ANVIL BUILDERS)</b>												
1		SHPO Delay (35 days no dig moratorium)			\$ 443,000.00	\$ 496,640.00	yes	NA	yes	yes	Sep-21	Carollo currently evaluating cost and schedule impacts
2		Add 2 Each 10-in Valves and 10-in Tee			\$ 23,498.00	\$ 23,498.00	yes	yes	yes	yes	Sep-21	CAROLLO APPROVED - FINAL CCO PENDING
5		Pump Station A Excavation Dewatering (NPDES Permit)			\$ 50,000.00	\$ 100,000.00	yes	informal	no	no	Nov-21	City obtained permits. Extensive lab testing cost pending
6		<b>Atascadero Gravity Sewer Pipeline Addition</b>			<b>\$ 700,000.00</b>	<b>\$ 800,000.00</b>	<b>pending</b>	<b>pending</b>	<b>na</b>	<b>no</b>	Nov-21	<b>NOT PART OF WRF PROGRAM FUNDING</b>
7		Waterline Conflicts at Sta 73+50 and 87+00 (Extend Reloc Limits)			\$ 100,000.00	\$ 200,000.00	yes	yes	no	no	Nov-21	Sta 73+50 conflict resolved - New Sta 87 conflict pending
8		Additional Project Signage Costs			\$ 2,000.00	\$ 7,000.00	yes	yes	no	no	na	Anvil responding to Carollo/City requests
9		SoCal Gas Delays and Disruptions			\$ 15,000.00	\$ 25,000.00	pending	pending	pending	no	Nov-21	Anvil & SoCal Gas tracking negative impacts
10		Reroute Joint Trench for DDW Clearances (Main & Quintana)			\$ 50,000.00	\$ 100,000.00	pending	partial	no	no	Nov-21	Carollo/WW to Provide Directive
11		Reroute IPR and Water Line Below Sta. 144 Culvert			\$ 20,000.00	\$ 30,000.00	yes	yes	no	no	Nov-21	Anvil authorized to proceed with lowering trench
12		CA-SLO-2232H Work Interruptions			\$ 20,000.00	\$ 30,000.00	yes	yes	no	no	Sep-21	Anvil to submit costs
13		CA-SLO-16 Work Revisions			\$ 20,000.00	\$ 50,000.00	no	no	no	no	Nov-21	New scope verses contract scope currently unclear
14		Notice of Microtunneling Obstructions			\$ 100,000.00	\$ 300,000.00	no	no	no	no	Sep-21	Extent of disruption not determined at this time
15		Fiber Optic Conduit at Sta 88+00 Not Found			\$ -	\$ 10,000.00	no	no	no	no	na	Anvil has issued notice of change - Carollo does not agree
16		Reroute Joint Trench around State Water at 121+75			\$ 100,000.00	\$ 300,000.00	no	no	no	no	Sep-21	Anvil authorized to proceed with lowering trench
<b>CONVEYANCE SUBTOTALS</b>					\$ 1,643,498.00	\$ 2,472,138.00						
<b>WRF PROJECT (FILANC/B&amp;V)</b>												
na	1	Amendment No. 1	\$ 1,636,059.00				yes	yes	yes	yes	Jan-20	COUNCIL APPROVED - AMEND 1 EXECUTED
na	2	Amendment No. 2	\$ 63,937.00				yes	yes	yes	yes	Mar-20	COUNCIL APPROVED - AMEND 2 EXECUTED
na	3	Amendment No. 3	\$ 5,992,217.00	8			yes	yes	yes	yes	Aug-20	COUNCIL APPROVED - AMEND 3 EXECUTED
na	4	Amendment No. 4	\$ 835,097.00				yes	yes	yes	yes	Jan-21	COUNCIL APPROVED - AMEND 4 EXECUTED
na	5	Amendment No. 5	\$ (195,945.00)				yes	yes	yes	yes	Jun-21	COUNCIL APPROVED - AMEND 5 EXECUTED
77	6	COVID-19 Impacts	\$ 125,000.00				yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
88	6	Dead-Front Control Panels	\$ 37,774.00				yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
90	6	24Vdc Digital Output Circuits	\$ 25,689.00				yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
91	6	Standardize Equipment Color (Tnemec 32GR Light Gray)	\$ 12,500.00				yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
92	6	Soil Slip Differing Site Conditions Claim (2021)	\$ 825,300.00				yes	no	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
93	6	NEMA 4X Electrical Enclosures per Exhibit B	\$ 40,000.00				yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
94	6	Security System Revisions	\$ 25,659.00				yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
96	6	January 2021 Storm Event (1-26 thru 1-29)	\$ 40,195.00	7			yes	yes	yes	yes	Sep-21	TENTATIVE AGREEMENT - AMEND 6 PENDING
95		1.5 Acre Riparian Enhancement Plan (Partial Funding from EA)			\$ -	\$ -	yes	no	no	no	na	City planning to cover under Environmental Allowance
98		Materials Testing & Inspection			\$ 100,000.00	\$ 200,000.00	no	yes	no	no	Mar-22	Amount owed currently \$50K; costs still being incurred
99		Relocate TV Cable Conduit in Conflict with PG&E Vault			\$ 2,000.00	\$ 5,000.00	yes	yes	no	no	Oct-21	Minor work
100		Add Thin-Client Licenses per City Requirements			\$ 20,000.00	\$ 35,000.00	yes	yes	no	no	Oct-21	City requested additional SCADA licenses
101		COVID-19 Related Material Cost Escalation Claim			\$ 30,000.00	\$ 300,000.00	no	no	no	no	Mar-22	FBV provided notice of initial and to follow claims
<b>WRF SUBTOTALS</b>			\$ 9,463,482.00	15	\$ 152,000.00	\$ 540,000.00						
<b>GRAND TOTALS</b>			\$ 9,463,482.00	15	\$ 1,795,498.00	\$ 3,012,138.00						

**CCO Codes (REASON FOR CHANGE):**  
 - CR1: City requested (required for Plant ops)  
 - CR2: City requested (enhanced functionality)  
 - CR3: City requested (to lower project costs)  
 - FBV: DB Team request or claim  
 - DSC: Differing Site Conditions  
 - REG: Required by Regulatory Agency

**CCO Category Breakdown (REASON FOR CHANGE):**

PCO NO.	TITLE	AMEND NO.	CHANGE ORDER SHORT DESCRIPTIONS	CCO AMOUNT	CAL DAYS	STATUS	REASON FOR CHANGE	CR1	CR2	CR3	FBV	DSC	REG
1	New Sodium Hypochlorite Feed for Plant Water	1	Add a sodium hypochlorite (disinfection) chem feed pump, add sodium hypochlorite double contained piping from the Chemical Facility to the Recycled Water pumps. Additional electrical and controls for the new sodium hypochlorite pump. The added pump is needed for redundancy.	\$ 78,576.00		Executed Part of GMP	CR1	\$78,576.00					
2	Change Architecture of Operations Building	1	The City requested to change the Operations Building exterior architecture back to a basic style, to delete the clerestory but to include cupolas and solatubes. The City requested the change to reduce project costs.	\$ (21,623.00)		Executed Part of GMP	CR3			-\$21,623.00			
3	Modify Stormwater Management Design	NA	Item is Withdrawn			Withdrawn	NA						
4	Headworks Odor Control	1	Adding foul air ducting from the Fine Screens and SAFE Diversion Box to the Headworks Odor Control Biofilter. Cost also includes adding a cover to the SAFE Diversion Box. The ducting and cover were added to reduce foul air emissions.	\$ 18,422.00		Executed Part of GMP	CR1	\$18,422.00					
5	Remove Canopy and Monorail at MBR	1	The MBR tank was originally design with a canopy cover and monorail/crane hoist. The monorail and crane hoist were originally included to move MBR cassettes in and out of the tank for cleaning and maintenance. The City requested the change to reduce project costs. In the future the City will use a crane or boom truck to remove MBR cassettes when necessary.	\$ (185,434.00)		Executed Part of GMP	CR3			-\$185,434.00			
6	MBR Tank Size	NA	Item is Withdrawn			Withdrawn	NA						
7	Enclose Chemical Systems Outside RO Building	NA	Item is Withdrawn			Withdrawn	NA						
8	TOC Meters	NA	Item is Withdrawn			Withdrawn	NA						
9	Consolidate Chemical Facilities	1	The original design provided chemical feed pumps and storage tanks at various locations where needed on site. The City requested to centralize all chemical storage tanks and feed equipment to one facility. Work includes a larger Chemical Facility structure, and additional chemical ductbanks and double containment piping.	\$ 218,978.00		Executed Part of GMP	CR2		\$218,978.00				
10	Modify Chemical Piping	1	Revise underground chemical piping, to change double containment carrier piping from rigid pipe to flexible ducting. The City accepted this change to reduce project costs.	\$ (15,856.00)		Executed Part of GMP	CR3			-\$15,856.00			
11	Enclose Dewatering Equipment	NA	Item is Withdrawn			Withdrawn	NA						
12	Move Vector Washdown Area	NA	Item is Withdrawn			Withdrawn	NA						
13	Wind protection at Headworks	NA	Item is Withdrawn			Withdrawn	NA						
14	Bypass Line for UV Off-Spec Water	NA	Item is Withdrawn			Withdrawn	NA						
15	Remove Solids Dumpster Lid	1	At the Solids Handling Area, delete the Solids Dumpster Lid and delete the Hypalon Splash Guards. Add a canopy / awning structure over the dumpster area by extending the Solids handling Area canopy. The City prefers the open-air solids dumpster while providing the canopy to protect dewatered solids from rain and atmospheric moisture.	\$ 14,543.00		Executed Part of GMP	CR2		\$14,543.00				
16	Modify Outfall Pump Station	3	Increase the guaranteed pump station capacity to 8.14 MGD. Change the original design of 3 medium sized VFD controlled pumps, to a modified configuration using 2 smaller pumps and 2 larger pumps, all with VFDs. Also add and modify pump station manifold piping and valving as necessary. The City requested the change to ensure adequate future flow capacity and maximize pumping efficiency.	\$ 367,632.00		Executed Part of GMP	CR1	\$367,632.00					
17	Add SAFE Settle (Equalization) Tank	1	Add SAFE Settle Tank (water bearing concrete structure) upstream of the SAFE system. The SAFE Settle Tank is added to the Sludge Holding Tank concrete structure. The new SAFE Settle Tank will either overflow to the SAFE System, or be pumped back to the SAFE Diversion Box using Solids Handling Pumps. Various segments of SAFE System diversion piping are upsized as required.	\$ 504,116.00		Executed Part of GMP	CR1	\$504,116.00					
18	Instrumentation and Control Changes	1	The City prepared and issued a SCADA Master Plan for the WRF program. In January 2019, City staff and the DB team met and agreed on multiple technical items to coordinate between the City's SCADA Master Plan requirements and the DB Agreement scope. The PCO #18 proposal document includes a 6 page table of the multiple hardware and software changes.	\$ 75,266.00		Executed Part of GMP	CR1	\$75,266.00					
19	Reduce Size of the Product Water Tank	3	The original DB Agreement included a 500,000 gallon bolted steel glass lined Product Water Tank. The City requested to decrease volume of Tank to 200,000 gallons. This was done to save project costs while also maintaining a suitable Product Water storage capacity on site.	\$ (129,681.00)		Executed Part of GMP	CR3			-\$129,681.00			
20	Change Architectural Layout of Operations Building	NA	Item is Withdrawn			Withdrawn	NA						
21	Revise Maintenance Building Layout and Size	1	The Maintenance Building footprint is expanded from 50'x70' to 60'x90' and a second vehicle sized roll-up door is added. The change order also includes revised site grading and eliminating a step in the building foundation slab, such that the new layout providing a larger, single level, vehicle accessible, shop area.	\$ 516,583.00		Executed Part of GMP	CR2		\$516,583.00				
22	Influent Piping and Metering	1	The original design included a single 18" influent raw sewage pipeline from Teresa Rd to the new Headworks and an 18" influent flow meter at the Headworks. The City requested to change the design to parallel 16" and 12" HDPE influent pipelines, each pipeline with a separate flow meter at the Headworks. The City requested the change to add redundancy to the influent piping system.	\$ 411,766.00		Executed Part of GMP	CR2		\$411,766.00				
23	Install Outdoor-Rated PD Blowers at BNR Facility	1	Replace the specified Turbo Blowers with Outdoor Rated Dry Screw Positive Displacement Blowers. The change order includes various revisions to blower controls, valving, and Aeration Air piping. The change was made to reduce project costs while still providing a suitable capacity of Aeration Air for the biological facility process.	\$ (58,210.00)		Executed Part of GMP	CR3			-\$58,210.00			
24	Remove Bypass of Coarse Screens	1	Delete the Coarse Screens bypass line, including both above grade and below grade 16" piping, valving, and fittings at the Headworks. The City requested the change to reduce project costs, as the bypass line was deemed not necessary.	\$ (37,137.00)		Executed Part of GMP	CR3			-\$37,137.00			
25	Add Bagging Sleeves at Headworks	NA	Item is Withdrawn			Withdrawn	NA						
26	SAFE Diversion Box Additions	1	Add a removable FRP cover over the SAFE Diversion Box. The new cover includes multiple FRP panel sections that are removable by hand and structurally rated to support foot traffic. The change also adds an access ladder and handrail to the top of the Diversion Box. The changes were requested by the City to improve access to the Diversion Box.	\$ 58,304.00		Executed Part of GMP	CR2		\$58,304.00				

27	Relocate SAFE Facility	NA	Item is Withdrawn			Withdrawn	NA						
28	Size Dewatering as a Building in the Future	1	Expand the Solids Handling Area concrete foundation slab and canopy to 36'x45'. The change also includes reconfiguring the dewatering belt press, pumps, piping, etc. This change will allow walls to be added around the equipment in the future. The City requested this change in case excessive foul air is emitted in the future and odor control measure become necessary.	\$	30,983.00	Executed Part of GMP	CR2	\$30,983.00					
29	Dispose of 10K CY of Spoils (Conveyance Project)	NA	Item is Withdrawn			Withdrawn	NA						
30	Match Sludge Blowers to MBR Air Scour Blowers	4	There are 3 set of air blowers on the project: 2 each for MBR Air Scour, 3 each for BNR Aeration, and 2 each for Sludge Holding Tank mixing. The 2 each MBR Air Scour Blowers are Aerzen Blowers. The City requested that the 3 each BNR Aeration Blowers and 2 each Sludge Holding Tank Blowers also be supplied by Aerzen. The City requested this change for uniformity of equipment providers.	\$	17,426.00	Executed Part of GMP	CR2	\$17,426.00					
31	Stairs for the Coarse Screens and Grit Basins	1	The original design included various metal ladders to access the Headworks Coarse Screen and Grit Tank platform skids. This change deletes the ladders and adds 2 each 4 ft tall stair sets to the Coarse Screens and adds 2 each 8 ft tall stair sets to the Grit Tank area. This change also extends the Headworks foundation slab as required to provide foundations and landings for the added stairs.	\$	52,870.00	Executed Part of GMP	CR1	\$52,870.00					
32	Sulfuric Acid System	3	The City requested to add Sulfuric Acid feed pumps and a storage tank at the Chemical Facility. This change includes increasing the size of the Chemical Facility structure, adding double containment piping to both the RO Feed Tanks and the RO/UV Building, and adding all necessary electrical and controls. The City deemed that Sulfuric Acid addition is necessary for pH control/neutralization.	\$	315,652.00	Executed Part of GMP	CR1	\$315,652.00					
33	Match Solids Pumps to MBR Supplier	NA	Item is Withdrawn			Withdrawn	NA						
34	Upsize Computer/Monitors in Control Room	NA	Item is Withdrawn			Withdrawn	NA						
35	Increase Footprint of Operations Building	NA	Item is Withdrawn			Withdrawn	NA						
36	Hardwired Interlocks	NA	Item is Withdrawn			Withdrawn	NA						
37	PLC/SCADA Software Uniformity	3	This PCO includes the cost to change PLC hardware and SCADA software from the standard offerings of the MBR, RO, and Headworks manufacturers to the City requested Allen Bradley and Wonderware products. This PCO applies to only those three equipment items and a separate PCO will be generated if a similar change is required for future procurements. The City requested this uniformity.	\$	201,577.00	Executed Part of GMP	CR2	\$201,577.00					
38	IPR Product Water Tank Bypass	1	Delete the Product Water Tank bypass line, including both above grade and below grade 8" piping, valving, and fittings at the Product Water Area. The City requested the change to reduce project costs, as the bypass line was deemed not necessary.	\$	(26,087.00)	Executed Part of GMP	CR3						
39	NTP Delay	3	This PCO includes extended general conditions costs due to the delay in receiving construction NTP from April 29, 2019 to March 20, 2020. The amount for the period April 29, 2019 to October 23, 2019 was in dispute and a reduction is provided to reflect the results of a negotiation.	\$	1,220,532.00	Executed Part of GMP	FBV					\$1,220,532.00	
40	Headworks Valve Automation	3	The change adds motor operated valving and controls to the Headworks treatment trains. This allows for automated shifting of flows from one treatment train to the other, as may be needed due to equipment malfunction or other alarm conditions, especially during periods when no operators are on site. The change includes adding 8 each motor operated valves, plus electrical and controls	\$	249,946.00	Executed Part of GMP	CR1	\$249,946.00					
41	Perimeter Barbed Wire Fence (Plus 8 days w/ EA 1B.1)	3	City requested that FBV install a 5-strand barbed wire fence around the entire 27-acre project/property boundary, and along the Temporary Construction Easement (TCE) on the eastern boundary of site. The eastern boundary TCE fence will be relocated to the actual project/property boundary at project completion.	\$	79,935.00	Executed Part of GMP	REG						\$79,935.00
42	UV/AOP System Modifications	3	The City requested to delete the Standby UV Reactor from the scope of work to reduce project costs. The change includes FBV added costs for: UV system investigation, technical memoranda, development of alternatives, and resulting design revisions for associated mechanical, electrical, and controls.	\$	(33,481.00)	Executed Part of GMP	CR3						
43	Deferred Design of Product Water Tank	NA	Item is Withdrawn			Withdrawn	NA						
44	Tank Access Improvements	3	This Change adds staircases to replace ladders throughout the site for improved access to treatment process basins. The change adds stairs, catwalks, and handrails at the BNR tanks, adds stair and landings at the SHT, add stairs and a grating platform at the MBR tank, and adds stairs, catwalk, and handrails at the SAFE system.	\$	210,327.00	Executed Part of GMP	CR1	\$210,327.00					
45	Maintenance Ceiling Revisions and Automated Roll-Up Door	3	The City requested to add a motor actuator on one of the 14'x14' roll-up door at the Maintenance Building. This change includes the required added electrical and controls.	\$	21,009.00	Executed Part of GMP	CR2	\$21,009.00					
46	Curbed Washdown Areas	3	This change adds containment curbs, sloped slabs, floor drains, and drainage piping to sewer for various wastewater washdown areas. The change adds curbed washdown areas for the MBR cassette maintenance area, the solids/sludge dewatering area, and the Headworks Coarse Screen and Grit Tank area. The City requested the curbed washdown areas to better contain sewage spills.	\$	76,250.00	Executed Part of GMP	CR1	\$76,250.00					
47	Changes to Furnishings and Equipment	3	This Change adds office furnishings and appliances for the Operations and Maintenance Buildings, including desks, chairs, tables, shelves, cabinets, control room console, flat-screen monitors, kitchen and laboratory appliances, lockers, and maintenance building storage racks. The items were discussed and requested by the City during design meetings with the DB team Architect.	\$	85,194.00	Executed Part of GMP	CR2	\$85,194.00					
48	Increase BNR Aeration Capacity	NA	Item is Withdrawn			Withdrawn	NA						
49	Fence Revisions and Additional Crushed Rock	NA	Item is Withdrawn			Withdrawn	NA						
50	Revisions to Water/Sewer Supply Storage Sheds	3	The original design includes a Water and Collections Storage Shed, with two equal sized rooms each with an exterior double-wide pedestrian door. This change deletes the double doors and adds 10 ft wide roll-up doors and single pedestrian doors for each room.	\$	13,142.00	Executed Part of GMP	CR2	\$13,142.00					
51	Revise Chemical Facility for New Layout	NA	Item is Withdrawn			Withdrawn	NA						
52	Analyzer Relocation and Enclosures	3	Relocate analyzers at Outfall/IPR Pump Station to indoors at the RO/UV Building, including adding 120' of sample piping between the sample point and building. Relocate analyzers at Dechlorination Facility to indoors at the Water/Collections Storage Shed, including adding 70' of sample piping between the sample point and building, and adding 70' of drainage piping to sewer.	\$	76,555.00	Executed Part of GMP	CR2	\$76,555.00					
53	Changes to Storage Bins and Parking Areas	NA	Item is Withdrawn			Withdrawn	NA						
54	Additional Eyewash/Showers at Chemical Dosing Locations	NA	Item is Withdrawn			Withdrawn	NA						
55	Notice of Dispute - PG&E Temporary Power	3	This PCO addresses the cost paid to PG&E for temporary power service. It has been a disputed item and negotiation has led to an agreement to split the cost 50/50.	\$	13,163.00	Executed Part of GMP	FBV					\$13,163.00	

56	Impacts of Water Quality Changes	3	In September 2019, the City provided updated influent Water Quality data to use as the basis of design. Multiple parameters were significantly different than listed in the DB Agreement. The revised Water Quality data impacted the RO equipment design. The added costs are for H2O Innovations (RO manufacturer) as well as for electrical and control changes by Electricraft.	\$ 282,420.00	Executed Part of GMP	CR1	\$282,420.00					
57	Soil Lateral Earth Pressure	3	This change adds foundation sub-drains around below grade water bearing concrete structures as recommended by FBV and the Geotechnical Engineer. This change adds Miradrain Panels and 4" PVC drain piping around the perimeter of the BNR basin and Sludge Holding Tanks, to relieve lateral soil pressure on the concrete structures.	\$ 116,329.00	Executed Part of GMP	FBV			\$116,329.00			
58	Permanent Exclusion Fencing	3	As required by environmental regulatory agencies, a concrete barrier wall for wildlife exclusion is added along the entire Eastern boundary of the site from Teresa Rd to the northern most tip of the site. The concrete barrier wall shall extend 24 inches above grade and 36 inches below grade, and include a nominal 6-inch top lip to serve as a climbing barrier.	\$ 855,991.00	Executed Part of GMP	REG						\$855,991.00
59	Increased Escalation Costs	3	This PCO includes escalation costs due to the delay in receiving construction NTP from October 23, 2019 to March 20, 2020.	\$ 1,232,677.00	Executed Part of GMP	FBV			\$1,232,677.00			
60	Weather Delay Impacts	NA	The DB Agreement stipulates that a "storm" event is a compensable Force Majeure event. The City and FBV agree to amend the DB Agreement in that only non-compensable time extensions will be requested by FBV, and/or granted by the City, for any future weather related delay or impact. Other than PCO No. 96 costs noted below, all project weather delays impacts henceforth shall be non-compensable, and as such this PCO item is withdrawn.	\$ -	PART OF AMENDMENT NO. 6 GLOBAL SETTLEMENT	FBV						
61	PCO Design Impacts	3	This PCO is in response to FBV's claim for engineering redesign costs from changes requested by the City but subsequently reversed due to the cost being too high or otherwise excessive. The PCO also addresses FBV's claim for inefficiencies resulting from "changes in direction throughout the design development process".	\$ 158,172.00	Executed Part of GMP	FBV			\$158,172.00			
62	Conduit Alternative Design	3	This change removed the original DB Agreement, Exhibit B, requirement to use PVC coated galvanized rigid steel conduit systems in all exterior and/or process areas on site. FBV proposed to use galvanized rigid steel conduit systems (without PVC coating) in all project locations as a value engineering suggestion. The City accepted the proposal in an attempt to reduce project costs.	\$ (268,400.00)	Executed Part of GMP	CR3			-\$268,400.00			
63	Shelf Spare PLC	NA	Item is Withdrawn		Withdrawn	NA						
64	Reduce Performance Period	3	The DB Agreement requires 6-months of FBV support during the Performance Test Period. The City requested to delete this requirement as not necessary. Note FBV remains responsible for the 12-month warranty against equipment and/or system malfunctions. The credit amount is taken directly from FBV's original bid proposal document.	\$ (35,450.00)	Executed Part of GMP	CR3			-\$35,450.00			
65	Davis Bacon Wage Increases	2	The Contract amount is increased to compensate for the required implementation of CA Wage Determination dated 10/5/2018. FBV's original bid proposal document was based on CA Wage Determination dated 1/5/18	\$ 63,937.00	Executed Part of GMP	REG						\$63,937.00
66	Caltrans Intersection Improvements	3	Delete scope of work to extend intersection at Teresa Road and South Bay Blvd for the new WRF Access Road. Adjust centerline of the WRF Access Road to be offset from the centerline of South Bay Blvd.	\$ (21,893.00)	Executed Part of GMP	CR3			-\$21,893.00			
67	BNR System Modifications	3	This change was requested by City to increase Aeration Air systems as required for full nitrification in the biological process. The costs include upsizing 3 each aeration blowers, stainless steel aeration piping, air meters, air valves, and adding aeration diffusers in the BNR basins. The change also adds Ammonium Sulfate pumps, tank, piping, and increases the size of the Chemical Facility.	\$ 742,405.00	Executed Part of GMP	FBV				\$742,405.00		
68	SAFE Settle ( Equalization) Tank Drain Piping	3	This change is requested by the City to provide a new pipeline to drain the SAFE Settle Tank. This pipeline will tie in to the existing dewatering feed pumps and will allow draining the tank back to the SAFE Diversion Box. The work includes adding 80 lf of 6" piping and adding 2 each 6" manual valves.	\$ 62,215.00	Executed Part of GMP	CR1	\$62,215.00					
69	Third Party Testing and Inspection	3	The responsibility for 3rd party testing and inspection costs were in dispute for several months prior to construction. In April 2020 the City and FBV agreed that the cost of these services would be split 50/50 between the parties, up to a cap of \$200K. The agreement included the provision that if additional services are required above \$200K, it would be paid by the City.	\$ 100,000.00	Executed Part of GMP	FBV			\$100,000.00			
70	Fueling & Maintenance Area Pavement	NA	Item is Withdrawn		Withdrawn	NA						
71	CDFW Site Restrictions (Direct Costs / Inefficiencies)	4	The construction NTP on 3-20-2020 included restrictions from working in the designated spoils disposal area on site. The restrictions by CDFW were due to an erosional feature and were not resolved until 7-14-2020. As a result of the restrictions, FBV was required to stockpile spoils outside the disposal area, and then haul and grade the material a second time after the restrictions was lifted.	\$ 254,443.00	Executed Part of GMP	REG						\$254,443.00
72	Owner Trailer Utility Hook Ups	4	This change provides utility connections to the Owner/Carollo field office trailer at the WRF. The work includes grading the trailer site, installing a temporary potable water connection, connecting temporary electrical, and providing electrical power through the project duration. The work also includes installing a temporary USPS jobsite mailbox.	\$ 19,593.00	Executed Part of GMP	CR2		\$19,593.00				
73	Main Gates in Perimeter Fence	4	This change was requested by the City to add 2 pedestrian gates in the WRF perimeter fence, one north of the Operations Building and one at the northern most tip of site. Along with the pedestrian gate north of the Operation Building, also provide a 4' wide set of concrete stairs and a 4' wide sidewalk between paved areas.	\$ 27,031.00	Executed Part of GMP	CR2		\$27,031.00				
74	Parking Canopy Electrical Receptacles	4	This change adds 7 outdoor rated duplex 120VAC electrical outlets on canopy poles around the Vehicle/Equipment Storage Canopy, and the WRF Parking Canopy. The work includes a new 480V circuit from the RO Building Electrical Room, a new 5KVA transformer, and all required underground and exposed power conduits, junction boxes, and outlet receptacles.	\$ 42,346.00	Executed Part of GMP	CR2		\$42,346.00				
75	Security Windows at Admin Building	4	This change was requested by the City to add a security window in the lobby of the new Operations Building to separate City staff from members of the public in the lobby (similar to City Hall).	\$ 11,079.00	Executed Part of GMP	CR2		\$11,079.00				
76	Additional Sodium Bisulfite Pump	4	This change was requested by the City to provide a redundant (second) Sodium Bisulfite feed pump at the Chemical Facility, including all associated mechanical work, piping, electrical and controls. This change also provides heated tote blankets for the Sodium Bisulfite storage totes to control temperature during cold weather. An electrical outlet is also added for the heated tote blankets.	\$ 58,243.00	Executed Part of GMP	CR1	\$58,243.00					
77	COVID-19 Costs	6	The DB Agreement stipulates that an "epidemic" or "quarantine restriction" is a compensable Force Majeure event. FBV originally submitted costs in the amount of \$152K for COVID-19 impacts based on added janitorial service, added COVID protective supplies, added Safety Officer time, added costs to send infected workers home for quarantine, and loss of efficiency (1 hr. per worker per day from 3/20/20 to 6/1/20 and 10 min. per worker per day from 6/1/20 to 3/20/21. The City was able to negotiate this cost down to \$125K based on a reduction of the assumed inefficiencies and was able to gain FBV agreement that this costs is considered final (i.e. that any future infections would be based on individuals deciding not to be vaccinated rather than Force Majeure).	\$ 125,000.00	AMENDMENT NO. 6 PENDING	FBV			\$125,000.00			
78	Soil Slip Differing Site Conditions	4	On May 5, 2020 an unidentified ancient landslide was discovered when mass grading the cut slope above the Operations Building. This is a differing subsurface condition per Section 3.10.2 of the Agreement. The costs represent the additional effort associated with remediating the landslide.	\$ 280,013.00	Executed Part of GMP	DSC						\$280,013.00
79	Modify Water/Sewer Supply Storage Sheds (Ref. PCO 50)	4	This item is a continuation of PCO 50. FBV claims that their previous quote did not include all costs associated.	\$ 10,847.00	Executed Part of GMP	CR2		\$10,847.00				
80	Move Stockpile Due to CDFW Delay (Move to PCO 71)	NA	Item is Withdrawn		Withdrawn	NA						
81	Whale Rock Pipeline Easement Crossing	NA	Item is Withdrawn		Withdrawn	NA						
82	PLC/SCADA Uniformity - Bal. of Equipment (Ref. PCO #37)	4	This PCO includes the cost to change PLC hardware and SCADA software from the standard offerings of the Belt Press and Cloth Disk Filter (SAFE) manufacturers to the City requested Allen Bradley and Wonderware products. This PCO applies to only those equipment items. PCO #37 was similarly executed for other equipment manufacturers on the project.	\$ 108,887.00	Executed Part of GMP	CR2		\$108,887.00				
83	Flow Meter(s) at Sanitary Lift Station & Influent Sampler	NA	Item is Withdrawn		Withdrawn	NA						





**CCO Codes (REASON FOR CHANGE):**  
 - CR1: City requested (required)  
 - CR2: City requested (Elective)  
 - CR3: City requested (lower project costs)  
 - ABI: Anvil request or claim notification  
 - DSC: Differing Site Conditions  
 - REG: Required by Regulatory Agency

**CCO Category Breakdown (REASON FOR CHANGE):**

PCO NO.	TITLE	CCO NO.	CHANGE ORDER SHORT DESCRIPTIONS	CCO AMOUNT	CAL DAYS	STATUS	REASON FOR CHANGE	CR1	CR2	CR3	ABI	DSC	REG
1	SHPO Delay		Project NTP was issued on 12-14-20. Based on a notification from SHPO, a stop work order was issued by the City on 2-16-21 restricting Anvil from conducting any ground-disturbing activities. Upon resolution of SHPO concerns, Anvil was allowed to begin most project ground-disturbing activities on 3-15-21 (35 calendar days later). This issue arose from the Section 3 Consultation between EPA and SHPO required as part of the City's WIFIA loan. The process included submittal of a Monitoring Plan to EPA that SHPO needed to approve before any ground-disturbing activities could begin. The Monitoring Plan was submitted to EPA on 10-3-2020, and EPA sent the document to SHPO in early November 2020. SHPO has a statutory requirement to provide a response within 30 days. EPA received SHPO comments in February 2021, past the 30 day limit. Under the regulations, EPA and the City could have moved forward since the statutory 30 day requirement was not met. However, EPA was not willing to do so. Consequently, the City was not approved by SHPO to move forward with any ground disturbing activities until 3-15-2021. Anvil has subsequently filed a delay claim and time impact analysis that is currently under review. Anvil is currently also prohibited from working in the area along the Bike Path between Atascadero Road and south of Morro Creek due to CA-SLO-016 mitigation efforts needing to be finalized and agreed upon by SHPO.	\$ -		Pending	REG						\$0.00
2	Add 2 Each 10-in Valves and 10-in Tee		Anvil exposed the existing Waterline near Sta 121+30 as required to relocate the line per Contract. The existing piping configuration was discovered to be different from what was shown on the as-built drawings. After a review, City staff concluded that a new 10" Valve and 10" Tee fitting were needed to replace the existing piping configuration. This change will increase the reliability and operability of the water distribution system.	\$ -		Pending	CR1	\$0.00					
3	RFI #8 Radio Antenna information Changes	NA	Item is Withdrawn	\$ -		Withdrawn	NA						
4	RFI #13 PSA PLC Panel Changes	NA	Item is Withdrawn	\$ -		Withdrawn	NA						
5	Pump Station A Excavation NPDES Dewatering Permit		The original contract permitted Anvil to discharge groundwater from the dewatering operation at Pump Station A to the sanitary sewer. The City determined after Anvil provided the dewatering plan that this approach would adversely affect the wastewater treatment plant, so the City and Anvil worked together to secure a permit from the Regional Board to discharge to the City's RO discharge outfall. The Regional Board is requiring an extensive sampling and testing program, which will be undertaken as Anvil extra work. This change also encompasses Anvil delays occurring while the City obtained the new discharge permit.	\$ -		Pending	REG						\$0.00
6	Atascadero Gravity Sewer Pipeline Addition		The City's OneWater Plan includes a project to replace an existing gravity sewer in Atascadero Road that parallels the WRF Conveyance Facilities. The sewer replacement was programmed for construction in 2023. City staff decided that it would be best to replace the sewer during Conveyance Facilities construction (to mitigate future major trenching work and traffic impacts on Atascadero Road). Cannon is currently in the process of finalizing the design and Anvil will prepare a formal estimate once the design has been completed. NOTE THAT THIS WORK IS NOT PART OF WRF PROGRAM FUNDING, WORK WILL BE FUNDED SEPARATELY.	\$ -		Pending	CR2		\$0.00				
7	Waterline Conflict at Sta 73+50 / Extend Relocation Limits		The original Contract includes relocating an existing 12" Waterline on Quintana between Sta 77+43 and Sta 82+05, due to the waterline being in conflict with the main Joint trench. Anvil's trenching crew on Quintana encountered the waterline entering the main Joint Trench alignment at Sta 73+50. After additional potholing, the City decided to extend the water line relocation back to Sta 71+00 (adding approximately 640 LF of waterline relocation). Anvil has now completed the relocation between Stat 71+00 and Sta 82+05. An additional shorter conflict with the same Waterline has been discovered at Sta 87 (resolution still pending).	\$ -		Pending	DSC					\$0.00	
8	Additional Project Signage Costs		The original contract included a \$5,000 allowance for additional signage not shown on the plans or required by the specifications. Anvil has exhausted this budget responding to signage requests from City staff to date. This PCO is intended tracking additional minor expenditures needed for custom project signage, mostly intended to enhance traffic flow and access to businesses.	\$ -		Pending	CR2		\$0.00				
9	SoCal Gas Delays and Disruptions		The Conveyance Facilities parallel an existing 16" diameter SoCal Gas high pressure gas main for nearly the entire alignment in Quintana Road. SoCal Gas requires a representative to be on site during all digging and any underground activities within 10 ft of the gas main that could potentially damage or otherwise impact the gas main. There have been several instances where the SoCal Gas representative hasn't shown up on time, which delayed Anvil and prevented them from progressing the work. The City continues to work between Anvil and SoCal gas to improve communication and cooperation.	\$ -		Pending	REG						\$0.00
10	Reroute Joint Trench for DDW Clearances at Main & Quintana		The Joint Trench alignment between Station 62+00 and 64+28 (at Quintana Road at Main Street) will need to be re-route based on requirements recently stipulated/modified by DDW to provide required clearances between new and existing water and sewer piping. Anvil has provided potholing information to WWE and WWE has provided a revised pipe alignment drawing. Anvil has been authorized to proceed with the work. The revised alignment will now pass through an existing retaining wall in front of the Old Volks Home business. The City and WWE are currently investigating the extent of retaining wall removal and replacement that will be necessary. This retaining wall replacement will likely have the largest cost impact.	\$ -		Pending	REG						\$0.00
11	Reroute IPR and Water Line Below Sta. 144 Culvert		The original design called for the IPR and Waterline relocation in this area to be placed above the existing stormwater culvert. After the trench was excavated, it was discovered that there was insufficient cover over the existing culvert to allow the IPR and Waterline to be installed over the top per Drawings. Consequently, these pipelines needed to be routed under the culvert, which increased the depth excavations and shoring requirements between Sta 142+95 and Sta 143+45. Anvil has been authorized to proceed with the work.	\$ -		Pending	DSC					\$0.00	
12	CA-SLO-2232H Work Interruptions		Trenching operations on Quintana Rd near South Bay Blvd (Sta 147 to Sta 150) was significantly impacted by two known archaeological sites (CA-SLO-2232/H and CA-SLO-1183), one of which contains recently discovered human burials. This area needed to have excavations treated differently in that direct loading of trucks was not allowed without first confirming the soil was negative for resources or remains. These instruction were provided and enforced by State mandated archeological and tribal monitors assigned to the project. Anvil is currently preparing their cost estimate of impacts.	\$ -		Pending	REG						\$0.00
13	CA-SLO-16 Work Revisions		Known Archeological Site CA-SLO-16 is along the Bike Path from Atascadero Rd to several hundred feet south of Morro Creek (the area has been historically poorly defined). The Joint Trench alignment is in direct conflict with this known archaeological rich deposit. Proposed changes include adding fill and a fill-slope embankment to mitigate impacts by raising the pipeline alignment to above the known archeological resources. Caltrans recently approved this raised realignment and fill-slope embankment. Items still being considered include fill material requirements and finalizing archeological stipulations by SHPO. The project Archeologist, Far Western, has submitted their report on proposed mitigations to USEPA/SHPO. SHPO approval is pending and required to begin work in this area.	\$ -		Pending	REG						\$0.00
14	Notice of Microtunneling Obstructions		Anvil has encountered several utilities, potential obstructions, and differing soil conditions along the microtunneling alignment, including a current issue at Sta 98+50. Their subcontractor has claimed a delay. Anvil provided a notice of intent to claim and the CM team is currently awaiting the actual claim with actual field evidence of obstruction. The microtunnel boring machine is current stopped at Sta 98+50 and the tunneling subcontractor has refused to continue unless (1) the City assume full responsibility for possible damage to the machine, or (2) Anvil clears the path in front of the boring machine. Anvil is currently installing an emergency access shaft to further investigate the alleged obstruction.	\$ -		Pending	DSC					\$0.00	\$0.00
15	Fiber Optic Conduit at Sta 88+00 Not Found		At Sta 88+00 plans show a FO line crossing the trench. Anvil sent USA requests without response from utility owners. Anvil potholed 20 LF in excess of the trench depth, and no utility was found. Anvil provided notice of above and put their trenching crew on standby. Upon notification, Carollo indicated it appeared Anvil was legally entitled to proceed. The City did not request any additional potholing or holding up the crew. As such, the City has advised Anvil that this change request appears to be without merit. Anvil asked for PCO anyway.	\$ -		Pending	DSC					\$0.00	\$0.00
16	Reroute Joint Trench around State Water at 121+75		After the Joint Trench in this area was excavated, it was discovered that an existing State Waterline is in conflict with new project pipelines. The State originally mis-marked the pipeline, then re-marked the utility just as Anvil was excavating to the crossing. This will require that Anvil now re-excavate and deepen the trench over several hundred feet. Anvil is currently excavating and shoring the deeper trench (now 14 ft deep). Anvil has been authorized to proceed with the work.	\$ -		Pending	DSC					\$0.00	
Roundoff Adjustments													
<b>Total Current CCOs</b>				\$ -	0			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Current Contract Amount</b>				\$ 31,493,675.00				<b>\$0.00</b>					



AGENDA NO: B-3

MEETING DATE: August 18, 2021

# Staff Report

**TO:** Public Works Advisory Board

**DATE:** August 11, 2021

**FROM:** Scott Collins, City Manager

**SUBJECT:** Continued Review from June 16, 2021 - City Council Goals and Objectives Update, and Receipt of Public Works Advisory Board Input Into the Upcoming 2021/2022 Goal Setting Process

## **RECOMMENDATION**

Staff recommends the PWAB continue its review from the June 16, 2021 meeting of the staff update on the City Goals progress and provide input regarding goals and action items to share with City Council ahead of their review of the City Goals for 2021/2022.

## **DISCUSSION**

The Public Works Advisory Board continued discussion of this item to the August 18, 2021 meeting. Please refer to Attachment 1 for the staff report prepared for the June 16, 2021 meeting.

Prepared By: JB

Dept Review: \_\_\_\_\_



AGENDA NO: B-2

MEETING DATE: June 16, 2021

## Staff Report

TO: Public Works Advisory Board

DATE: June 11, 2021

FROM: Scott Collins, City Manager

SUBJECT: City Council Goals and Objectives Update, and Receipt of Public Works Advisory Board Input into the Upcoming 2021/2022 Goals- and Objectives-Setting Process

### RECOMMENDATION

Staff recommends the Public Works Advisory Board (PWAB) receive the staff update on the City Goals progress and provide input regarding goals and action items to share with City Council ahead of their review of the City Goals for 2021/2022.

### ALTERNATIVES

None.

### FISCAL IMPACT

There will be no immediate fiscal impact related to the recommendation.

### BACKGROUND

#### **City of Morro Bay Strategic Framework Policy and Community Outreach**

In 2018, City Council revised the Strategic Framework Policy, which sets out the process for how the City adopts its strategic goals and objectives. According to the Policy, every two years, following a general election, City Council is to review (and amend if appropriate) its high-level City goals. The goals are intended to set the direction for the City for the next several years.

In order to ensure City goals relate back to the community's needs and desires, the Policy further dictates the City conduct outreach to the public to seek input in a variety of methods. Those methods include online survey(s), emails to City Council, community forums and City advisory boards/commissions. In previous years, the City has used an online engagement tool (Polco) whereby members of the community can complete simple surveys about how they feel the City is doing and what it should focus on in the upcoming years. In addition, the City hosted community forums to collect public input.

Following the Community Forum, City Council typically works with staff to create a focused set of goals for the next two years and select action items for the City to pursue during that period and inform budget decisions.

Prepared By: SC

Dept Review: \_\_\_\_\_

City Manager Review: SC

City Attorney Review: \_\_\_\_\_

## Progress on Current City Council Goals and Objectives

### Current City Council Goals

The City goals and related action items for calendar years 2019 and 2020 were formally adopted by City Council in May 2019. The City adopted four major goals that reflect the concerns and desires of the community. In early 2021, Council also added a temporary goal related to the COVID-19 pandemic. The goals are as follows:

- 1) Achieve Economic and Fiscal Sustainability
- 2) Improve Infrastructure and Public Spaces
- 3) Complete Updates to the City's Significant Land Use Plans and Address Affordable Housing Issues
- 4) Improve Communication and Engagement with the Community
- 5) Temporary goal for the COVID-19 pandemic public health response and response to the economic impact of the pandemic.

Each of the goals have several corresponding action items which, if implemented, would help bring the Council goals into reality. In establishing the 2019 and 2020 Goals, City Council was particularly interested in establishing an achievable work plan and stated the Council Members' desire to receive regular updates as to the status of the action items. The spreadsheet provided as Attachment 1 serves as a template to review progress toward each of the action items. For each action item, there are columns for proposed return dates to Council for further consideration/action and status updates. Council approved a total of 26 action items for 2019 and 2020. City Council Members also expressed support for a commitment to not adding new goals/action items after the goals have been adopted, without first removing or delaying an already approved goal/action item (policy adopted through recent revisions to the City Council policy handbook).

### Progress on Current Goals and Action Items

City progress on completing action items has slowed as a result of the organization shifting focus to addressing the public health and economic impacts related to the COVID-19 pandemic. The City continues to monitor and respond to the pandemic and has taken comprehensive actions to assist community members and local businesses, while sustaining the process of stabilizing the City's financial recovery. Despite that, City staff has made progress on action items, and remains committed to doing so. The attached spreadsheet demonstrates completed action items (highlighted in green), items with significant progress completed (yellow highlighted items), and other items that require more work and will be addressed in 2020 or beyond (no highlight).

The following 2019 - 2020 action items have been completed:

- *"Bring forward a comprehensive set of revenue enhancement options for City Council consideration."* Council reviewed multiple revenue options in 2019, conducted community engagement throughout 2020 and placed a sales tax measure on the November 2020 ballot (Measure E). Measure E was approved by the voters and went into effect in April 2021. Council has also asked staff for more information on Harbor specific revenue enhancement options.
- *"In support of achieving economic development goals and limiting City costs in that pursuit, contract with an outside agency to fulfill economic development Ombudsmen duties on behalf of the City."* City Council approved a contract with the Chamber of Commerce to provide these services to the City in FY 2020/21 through the annual budget process.

- *“Review opportunity to include vacation rentals and recreational vehicle parks into Tourism Business Improvement District (TBID).”* City Council reviewed options in August 2019 and directed staff to move forward with bringing vacation rentals into the TBID by early 2020.
- *“Revise the partnership policy, and related policies, in conjunction with the fee study update.”* City Council approved a revised partnership policy agreement in late 2019.
- *“Review option to revise cannabis ordinance to allow for adult-use (recreational) cannabis retailing in Morro Bay.”* City Council approved allowing adult-use cannabis on June 9, 2020, and requested staff review of other cannabis opportunities.
- *“Complete a detailed review of the CalPERS pension liability, other post-employment benefits and health liability and determine specific actions to minimize financial impact to the City.”* City Council provided direction to staff for a refined analysis on PERS liability paydown for certain tiers. Council then approved actions to pay down liabilities for tier-two employees in early 2020.
- *“Include local labor on major City capital improvement projects (CIP), with the WRF being the initial project.”* City Council directed staff to include local hire provisions into the conveyance and injection wells systems construction contracts. In May 2020, Council approved language for bid documents related to local labor for those project components.
- *“Revise the short-term vacation rental policy.”* City Council approved the Vacation Rental Ordinance in October 2020. Staff submitted Coastal Development Permit application to Coastal Commission in December 2020 and anticipate Coastal review in fall 2021.
- *“Complete the General Plan/Local Coastal Plan rewrite.”* City Council approved the environmental review and adopted "Plan Morro Bay" the City's update to its GP/LCP in May 2021. Staff sent the approved documents to the California Coastal Commission for review.

Significant progress has been made on the following 2019 - 2020 action items:

- *“Complete and implement the fee study and cost allocation plan.”* City Council approved the new fee structure in late 2019, with a few remaining fees that require their review (development impact fees). Those remaining fees will be brought forward to Council in summer/fall 2021.
- *“Establish Waterfront Lease Site policies and implementation plan.”* City Council approved the final policy and provided direction to staff on June 23, 2020. Staff is working on a plan to evaluate contracting options for lease management services.
- *“WRF Implementation, which includes completing design of the facility, pipeline conveyance and injection system, permitting the project, securing financing for entire project and beginning construction.”* WIFIA line of credit for \$61 million was approved by the City, construction is underway on WRF facility site and the pipeline components of project, and the WRF team continues working with State staff on State Revolving Fund (SRF) funding. Studies also continue on injection wells.
- *“Implement approved Capital Improvement Projects, including OneWater Projects.”* City Council approved contracts for design work on three OneWater projects in early 2020. Design work has been initiated.
- *“Complete the zoning code update.”* Staff will bring this back to the Planning Commission in summer 2021. Following Planning Commission review, City Council will review.
- *“Work with San Luis Obispo County and cities therein on a regional partnership and solutions to housing issues.”* The City joined the Regional Compact with the County and other cities in the County. City staff will present updates on housing related issues to City Council

throughout the year. The City completed the Housing Element prior to the end of calendar year 2020 and is coordinating implementation activities regionally.

- *“Review and make improvements, where feasible, to the planning permit process.”* Chamber completed a survey of key stakeholders in fall of 2020. Staff presented the survey results and related recommendations to Council on a process to review the planning and building function in November 2020. Council approved the recommendations to continue this effort.
- *“Complete and bring to Council a Parking Management Plan to address parking issues in the downtown and waterfront areas.”* City Council/advisory boards to review parking data analysis and parking management options (as developed by the City’s parking consultant) and provide initial direction in summer/fall 2021.

The remaining action items have had some work completed and staff continues to work diligently on completion of them. The following is a quick snapshot of those items:

- Market Street Plaza redevelopment.
- Continued work with federal agencies and elected representatives on offshore wind development.
- Outreach on opportunity sites in Morro Bay.
- Assist in development of a business incubator/co-working space in Morro Bay.
- Pursue grants for Boatyard feasibility study.
- Bring hi-speed internet to Morro Bay.
- Pursue grant funding for an emergency warming shelter in Morro Bay.
- Coordination with non-profits and community groups.

## **DISCUSSION**

The original plan was to initiate the community outreach process for reviewing the City Goals in early 2021 in accordance with the City policy. Staff typically initiates outreach to the community and advisory boards in January and February, and then host a community forum(s) in March. From there, City Council would meet to determine the City goals and action items for 2021 and 2022, at the outset of the FY 2021/2022 Budget process to help inform budget decisions. In a typical year, that approach would be advisable and certainly achievable for the organization. With the City’s existing resources diverted to the pandemic effort, budget constraints and in the position of rebuilding reserves, and advisory boards not properly positioned to provide comprehensive input related to goals, Council approved delaying the goal setting process until closer to midyear 2021.

### **Goal Process Timing**

Staff will be seeking input from the community from June through August 2021. Staff will use the same methods of outreach in the past to garner community input, including surveying and gathering input from City advisory boards and commissions. Staff will summarize that input into a report for City Council in advance of the community forum to be held later this year, likely in September. The forum is another opportunity for the public to engage in the process and also an opportunity for the Council to deliberate as a body about the public input and formulate together their goals for the next 18 months (through the end of 2022). As in years past, staff recommends the forum be facilitated by a professional third party to allow full Council and staff participation in the process.

Following the community input period and forum, City Council will then formalize the City goals and action items for 2021 – 2022. The key considerations for the City Council in developing goals and

action items are to:

- 1) Ensure they reflect the current needs and desires of the community
- 2) Are achievable given existing City resources (staff and revenues)

The new Council goals and action items will help inform the work plans for the City's advisory boards and commissions for the remainder of 2021 and all of 2022.

### **PWAB/Public Works Department Specific "Action Items"**

The PWAB and Public Works staff have provided input to the City Council in years past, which helped Council in forming and approving the existing goals and related action items. The current action items that have bearing on the Public Works Department and PWAB are as follows:

- WRF Implementation (with PWAB's role being defined by City Council as reviewing key technical components of the WRF project)
- Review of parking management options
- Implement approved capital improvement projects, including One Water projects
- Review of hi-speed internet options for Morro Bay

### **Questions for the PWAB**

- 1) Do the current City goals (identified in the beginning of this report) address the needs and priorities of the community, particular in relation to Public Works areas of responsibility?
  - i. If not, are there other goals that the City should consider adding or current goals that should be removed or refined?
- 2) Do the current action items related to the Public Works Department reflect priority public works needs?
  - i. If not, are there other action items the City should consider adding or current action items that should be removed or refined?

In answering these questions, PWAB members should keep in mind the available staffing resources. Therefore, it is important to develop a list of priority action items for Council consideration that can be achieved within the context of all the other City goals and action items. Narrow focus will ensure that the priorities are more likely to be achieved.

### **CONCLUSION**

Updating the City Council goals is an important process to ensure that City goals link back to the current needs and desires of the community. Given the special circumstances related to the COVID-19 pandemic, the goal setting process was delayed several months to allow the organization to stabilize the budget and focus staff resources on the pandemic response. Now is the appropriate time to receive input from the community, including the City's advisory boards and commissions. Input from the community and boards and commissions will help bring the various points of public input together as Council begins its process of identifying priority goals and works with City staff to develop a work plan to systematically achieve them through allocation of budget and staff resources.

### **ATTACHMENTS**

1. 2019 – 2020 Goals and Action Items Spreadsheet

# City Council Goals and Action Items for 2019 and 2020

These are the City Council Goals and priority action items for 2019 and 2020, constituting the main work plan for the City.

Goal #1: Achieve Financial Sustainability and Economic Sustainability					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council Date/Completion	Current Status
1)	Complete and implement the fee study and cost allocation plan.	All	Finance	City Council approved the new fee schedule in late 2019, with the Development Impact Fees left for Council review in Summer/Fall 2021.	Rate increases for majority of fees have gone into effect, as of January 1, 2020. Other fees being phased in over several years. Staff completing development impact fees review, and will seek input from Chamber/Government Affairs Committee.
2)	Review option to revise cannabis ordinance to allow for adult-use (recreational) cannabis retailing in Morro Bay.	City Manager, Police, Fire and Finance	Planning, City Attorney	City Council approved allowing adult-use cannabis on June 9, 2020, and requested staff review of other cannabis opportunities.	One retailer opened business in October 2020, and second retailer currently has building under construction, with goal to open in Spring 2021.
3)	Redevelop the Market Street Plaza lot for visitor serving accommodations, with significant community benefit to include public improvements to the Centennial Plaza.	City Attorney, Finance	Planning, City Manager	City Council will review proposals if they are submitted.	Some interest in developing the property, but no progress to report at this time.
4)	Review and make improvements, where feasible, to the planning permit process.	City Manager, Public Works, Fire, Harbor	Chamber, Planning	City Council to review a resolution in Fall 2021 (which includes goals and metrics for the planning process) and receive regular updates on progress.	Chamber completed a survey of key stakeholders in fall of 2020. Staff presented recommendations on a process to review the planning and building function in November 2020.
5)	Bring forward a comprehensive set of revenue enhancement options for City Council consideration.	All	City Manager, Finance	Measure E will go into effect April 2021. Staff will present information to Council in June 2021 regarding Harbor specific revenues.	City Council placed Measure E (1 cent sales tax measure) on the November 2020 Ballot. Community approved Measure E. Council requested information regarding other revenue sources in response to the pandemic's impact on City finances. Council requested staff review of Harbor specific revenues in April 2021.
6)	Conduct outreach on the current opportunity sites within Morro Bay, including, but not limited to the decommissioned power plant.	Planning, City Manager, Harbor, Tourism	Chamber	Staff will provide updates to City Council.	On-going effort by the City and Chamber.
7)	In support of achieving economic development goals and limiting City costs in that pursuit, contract with an outside agency to fulfill economic development Ombudsmen duties on behalf of the City.	Planning, Tourism, Harbor	City Manager	City Council to receive quarterly updates from the Chamber.	City Council approved contract with Chamber to provide this service to the City.
8)	Continue to pursue locating a new aquarium in the water front area, in partnership with Cal Poly and Central Coast Aquarium.	City Manager, Planning, Tourism	Harbor	No updates planned at this time.	Project is on hold indefinitely as Central Coast Aquarium restructures following closure of their Avila Beach Aquarium due to the COVID-19 pandemic.
9)	Establish Waterfront Lease site policies and implementation plan.	Harbor, Planning, City Manager, Finance	Harbor	City Council approved final policy and provided direction to staff on June 23, 2020. Staff will report out on contracting options in late 2021/early 2022.	Staff in process of reviewing contracting out options for lease management services.
10)	Continue to pursue offshore windfarm development, with a short-term focus on ensuring the Federal Government approves a windfarm lease site near Morro Bay.	City Manager, Planning, City Attorney	Harbor	Staff will provide updates to City Council.	City Council approved Community Benefits Agreement with Castle Wind in 2018. Staff and Council sub-committee working with State and Federal representatives. Biden Administration announced agreement to move forward Offshore Wind in May 2021.

## City Council Goals and Action Items for 2019 and 2020

11)	Review opportunity to include vacation rentals and recreational vehicle parks into Tourism Business Improvement District (TBID).	City Manager	Tourism	No further Council action required.	Council approved bringing VRs into the TBID. Goes into effect in mid-January 2020.
12)	Facilitate coordination and development of a business incubator/co-working space in Morro Bay.	City Manager, Planning	Ombudsmen	Staff will provide updates to City Council.	Chamber and staff will review opportunities in 2020 for business incubation/co-worker space.
13)	Complete a detailed review of the CalPERS pension liability, other post employment benefits and health liability and determine specific actions to minimize financial impact to the City.	Finance	City Manager	City Council approved actions in early 2020. Staff will present information to Council regarding potential increases in Summer/Fall 2021.	Council reviewed detailed report in August 2019 and directed staff to bring back refined analysis for liability paydown options. Council reviewed and approved actions in early 2020.

### Goal #2: Improve Public Infrastructure

Item #	Action Items	Departments Involved	Lead Department	Anticipated Council date/Completion	Current Status
1)	WRF Implementation, which includes completing design of the facility, pipeline conveyance and injection system, permitting the project, securing financing for entire project and beginning construction.	Public Works, Planning, City Attorney	WRF Program Manager, City Manager	Next steps for Council: Review SRF loan information, likely in Summer 2021.	WIFIA line of credit approved, construction underway on WRF facility site and conveyance/pipeline components of project, and continuing working with State staff on the SRF Loan/Grant. Studies continue on injection wells.
2)	Include local labor on major City capital improvement projects (CIP), with the WRF being the initial project.	City Attorney, Public Works, Finance	WRF Program Manager, City Manager	City Council approved language to add to bidding documents at their May 26, 2020 meeting.	City Council directed staff to include local hire provisions in contracts for conveyance and injection well system components of the WRF project.
3)	Complete and bring to Council a Parking Management Plan to address parking issues in the downtown and water front areas.	City Manager, Finance, Harbor, Planning, Public Works	City Manager	City Council to review parking data analysis and parking management options and provide initial direction in Summer/Fall 2021.	City contracted with firm to conduct initial parking study. Parking counts completed, and contractor completed analysis. Outreach to community will begin in Summer 2021.
4)	Harbor Advisory Board to pursue grants for an RFP for marine services facility (boatyard) feasibility study and bring forward information to City Council for next steps.	City Manager	Harbor	City Council to review options sometime in 2020/2021.	Staff reviewing options for feasibility study (no responses to RFP in 2018), and looking at funding opportunities.
5)	Pursue a public-private partnership to increase business and residential access to hi-speed internet in Morro Bay.	All	City Manager	City Council to review options in 2021.	Staff reviewing options.
6)	Implement approved Capital Improvement Projects, including OneWater Projects.	Public Works, City Manager	Harbor	City Council to review construction bids in 2021/2022, following completion of design work.	City Council approved contracts for design work on 3 OneWater projects in early 2020. Design work initiated.

### Goal #3: Improve Communication and Community Engagement

Item #	Action Items	Departments Involved	Lead Department	Anticipated Council date/Completion	Current Status
1)	Work to develop stronger coordination, and processes, with community groups in support of advancing mutually beneficial initiatives and goals.	All	City Manager	Staff to provide updates to City Council. Will bring new partnership agreements for Council review in 2021.	Will be an on-going effort. Next step includes outreach to volunteer groups in Morro Bay.

## City Council Goals and Action Items for 2019 and 2020

2)	Revise the partnership policy, and related policies, in conjunction with the fee study update.	Finance	City Manager, Recreation, Tourism	Staff will bring new partnership agreements to Council for review in Summer 2021.	Council approved a revised Partnership Policy in late 2019.
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Goal #4: Complete Updates to the City Major Land Use Plans and Address Affordable Housing Issues					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council date/Completion	Current Status
1)	Complete the General Plan/Local Coastal Plan rewrite.	City Manager	Planning	City Council approved this in May 2021.	Shipped off to Coastal Commission for review.
2)	Complete the Zoning Code update.	City Manager, Public Works	Planning	Staff likely to bring draft plans to City Council in Summer 2021, following Planning Commission review.	Planning Commission will begin review of Zoning Code in Spring/Summer 2021.
3)	Revise the vacation rental policy.	City Manager, Finance, Public Works, City Attorney	Planning	Staff will provide regular updates to City Council on the progress of the Coastal Development Permit and implementation of the new ordinance.	City Council approved the Vacation Rental Ordinance in October 2021. Staff submitted Coastal Development Permit application to Coastal Commission in December 2020, and anticipate Coastal review in Spring/Summer 2021.
4)	Work with San Luis Obispo County and cities therein on a regional partnership and solutions to housing issues.	Planning, Public Works, Finance	City Manager	Council approved Regional Housing Compact. Staff will provide updates to City Council in 2021.	Staff coordinating with County of SLO staff on housing and infrastructure planning. The City completed the Housing Element, and is coordinating implementation regionally.
5)	Pursue grant funding to develop an emergency warming shelter in Morro Bay.	Public Works, Recreation, Finance	City Manager	Staff will provide an update to City Council on the new funding opportunity once information is made available by the County.	City did not receive State funding (HEAP Grant). Coordinating with County on a new funding opportunity.

**Cauldron:** These are the Second Tier of priorities. These items will likely be addressed in 2019, but only as the top priority objectives are achieved. Some may be brought forward in 2018 in rare circumstances, schedule and other top priority objectives completion permitting

Goal #:1 Financial Sustainability and Economic Sustainability					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Bring to Council for decision proposals for a public/private partnership redevelopment of the City -owned "Market Plaza" property, and, if appropriate, to be included in redevelopment, the "Front Street" parking lot (below DiStasio's), and the parking lot at Pacific and Market.	Planning, City Manager	Planning	2019	City Council approved use of broker to seek out opportunities for the site. Staff meeting with broker as appropriate.

Goal #:2 WRF and OneWater Review and Implementation					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Take all appropriate actions, and bring to Council for information/approval, as required, information that will allow the City to make a decision to achieve water independence. Include an evaluation of future options regarding our existing State Water allocation.	Public Works, Planning, City Manager, Finance, City Attorney	Public Works	2019	OneWater Plan being developed. Once completed, should help inform this item.

**Simmer:** These are third tier priorities. Wont be significant work on these objectives until the 1st and 2nd tier priorities are completed. Minimal work may be applied to these items, as long as that work does not interfere with work on other higher priority action items.

Goal #:1 Financial Sustainability and Economic Sustainability					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Pursue opportunities and relationships that are likely to result in the revitalization and redevelopment of important properties including 1 – the Morro Bay Power Plant, 2- the existing Wastewater Treatment Plant Site 3 – Morro Bay Elementary School.	Harbor, Planning, City Manager, Public Works		2019 or 2020	No Work
b)	Bring to Council for decision an item to consider adding a street improvement tax measure	Public Works, City Manager, City Attorney, Finance	Public Works	2020 ballot	No Work

Goal #:2 WRF and OneWater					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Begin community outreach and Council discussion on future use of the 26-acre Atascadero Road site (location of existing WWTP) to be prepared to begin master planning that site in FY19.	Public Works, Planning, City Manager	Public Works		

Goal #:4 Land Use Plan Updates					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Explore opportunities to protect important scenic, recreational, natural and agricultural resources on the Estero Marine Terminal site and surrounding lands	Planning	Planning		

**Refrigerator:** These are items put on hold entirely, no work to be applied to these efforts. Can be brought back to the list of consideration in future years.

Goal #:4 Land Use Plan Updates					
Item #	Action Items	Departments Involved	Lead Department	Anticipated Council	Current Status
a)	Bring to Council for consideration the results of Code Enforcement outreach on existing codes related to fences and hedges, and boat, RV and trailer parking/storage on City streets and neighborhoods to determine whether to keep, or modify, related existing ordinances.	Planning, Harbor	Planning	None	None

**Trash:** These items are completed or will no longer be pursued.

**Goal #1: Financial Sustainability and Economic Sustainability**

Item #	Action Items	Departments Inv	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Evaluate and implement opportunities to increase TOT revenues.	Tourism	Tourism	On-going effort. Will report to City Council periodically throughout the year on the TOT revenue condition	On-going component of operations

**Goal #3: Public Infrastructure and Facility Cleanliness**

Item #	Action Items	Departments Inv	Lead Department	Anticipated Council Date/Completion	Current Status
a)	Monitor the maintenance and cleanliness of public facilities	Public Works	Public Works	On-going effort. Will report to Council if resources insufficient to maintain satisfactory service levels.	On-going component of operations