



## RTA BOARD AGENDA

**\*\*\* VIA ZOOM WEBINAR \*\*\***

**Wednesday, December 8, 2021 at approximately 11:00 AM  
(following SLOCOG adjournment)**

The AGENDA is available/posted at: <http://www.slorta.org>

**President: John Peschong**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Dawn Ortiz-Legg (Third District – SLO County)  
Lynn Compton (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Jimmy Paulding (Arroyo Grande)

**Vice President: Ed Waage**

Heather Moreno (Atascadero)  
Karen Bright (Grover Beach)  
John Headding (Morro Bay)  
Fred Strong (Paso Robles)  
Ed Waage (Pismo Beach)  
Andy Pease (San Luis Obispo)

Individuals wishing accessibility accommodations at this meeting under the Americans with Disabilities Act (ADA) may request such accommodations to aid hearing, visual, or mobility impairment (including Limited English Proficiency [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

## Important Notice Regarding COVID-19

Due to the continuing increase of Coronavirus (COVID-19) cases and in accordance with AB 361, which amends Government Code §54953 to allow local legislative bodies to hold virtual meetings after September 30, 2021, if certain criteria is met, the RTA Board meeting for December 8, 2021 will be virtual meetings held via Zoom webinar.

### HOW TO WATCH:

1. **To Watch:** To watch the meeting online via livestream (on your computer or mobile device), go to: [www.slo-span.org](http://www.slo-span.org), or watch the meeting via Cable TV Public Access Channel 21.
2. **To Watch and Participate in Live Public Comment:** To provide public comment during the meeting, use the Zoom webinar link below. Please use the following link to register in advance of the webinar. After registering, you will receive a confirmation email with details about joining the webinar:

[https://us02web.zoom.us/webinar/register/WN\\_3wFqtiY1T9ScntxYSxEBIq](https://us02web.zoom.us/webinar/register/WN_3wFqtiY1T9ScntxYSxEBIq)

### HOW TO COMMENT:

The RTA is accepting general public comments for items on the RTA Board agenda as well as items of interest not on the agenda within the jurisdiction of the RTA Board.

Members of the public can submit comments by:

**Zoom webinar – Verbal Public Comments**

- See details on page 1 of this agenda under ‘How to Watch.’
- Phone – Verbal Public Comments – Call: (805) 781-4833 – State and spell your name, state the agenda item number you are calling about and leave your comment/s. Verbal comments must be received no later than 5:00 p.m. on December 7, 2021 (the day before the meeting) and will be limited to three (3) minutes.

**Email – Written Public Comments to:** [info@slorta.org](mailto:info@slorta.org) with the subject line “public comment.”

- Include the agenda item number you are referencing or type “general comment,” if it is about an item not on the agenda.
- **Emailed written comments must be submitted no later than 5:00 p.m. on Tuesday, December 7, 2021.**

**Mail – Written Public Comments**

- Mail to: Clerk of the Board, RTA  
179 Cross Street  
San Luis Obispo, CA 93401
- **Mailed written comments must be received by the RTA no later than 5:00 p.m. on Tuesday, December 7, 2021.**

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**CALL MEETING TO ORDER, ROLL CALL**

**TELECONFERENCED PUBLIC MEETINGS:** Submittal of a Resolution authorizing the Executive Director to implement teleconferenced public meetings during the proclaimed local emergency related to COVID-19 pursuant to AB-361. (ROLL CALL - ADOPT RESOLUTION).

**PUBLIC COMMENT:** The Board reserves this portion of the agenda for members of the public to address the San Luis Obispo Regional Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. Comments are limited to three minutes per speaker. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**CLOSED SESSION ITEMS**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov. Code, § 54956.8.) It is the intention of the RTA Board to meet in closed session to have a conference with its Real Property Negotiator, Geoff Straw, concerning the following:

- a. Property Description: 179 Cross Street, City of San Luis Obispo.
- b. Parties with Whom Negotiating: LTC/SLO, LTD. L.P., a California limited partnership.
- c. Instructions to Negotiator: Price, Terms and Conditions.

**A. CONSENT AGENDA:** None

**B. INFORMATION AGENDA:** None

**C. ACTION AGENDA:**

C-1 179 Cross Street Decommissioning Project (Approve)

**D. BOARD MEMBER COMMENTS**

Next regularly-scheduled RTA Board meeting on January 5, 2022

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
DECEMBER 8, 2021  
STAFF REPORT**

**TOPIC:** Teleconferenced Public Meetings

**PRESENTED BY:** Geoff Straw

**STAFF RECOMMENDATION:** Adopt Resolution

**SUMMARY:**

On March 4, 2020, California State Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That proclamation remains in effect to date. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting Law, the Brown Act (Government Code Section 54950 et seq.). On June 11, 2021, Governor Newsom issued Executive Order N-08-21, clarifying the suspension of the teleconferencing rules set forth in the Brown Act, noting that those provisions would remain suspended through September 30, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), which allows legislative bodies subject to the Brown Act to continue meeting by teleconference, provided they make certain findings, including that meeting in person would present imminent risks to the health or safety of attendees. AB 361 requires that certain findings be made by the legislative body every 30 days.

This staff report is presented today for the RTA Board to consider the finding that holding in person meetings would present imminent risks to the health or safety of Board members, staff and all attendees of RTA public meetings. Staff recommends that the Board invoke the provisions of AB 361 related to the holding of teleconferencing/virtual public meetings, which would apply to public meetings held by the RTA and RTA legislative bodies, including all Brown Act committees.

**RECOMMENDATION:**

Adopt Resolution approving the following:

- a) Based on the recitals in the resolution, the RTA Board finds that holding in person meetings would present imminent risks to the health or safety of attendees; and
- b) RTA staff is directed to return at the next regularly scheduled Board meeting after adoption of this resolution with an item for the RTA Board to review and, if appropriate, renew, the findings required by AB 361 to continue to hold public meetings under its provisions.

## **BACKGROUND:**

The RTA Board is asked to consider whether to approve the finding that holding in person public meetings would present imminent risks to the health or safety of attendees. As outlined in the summary above, the COVID-19 pandemic is still continuing, and the California Department of Public Health and the Federal Centers for Disease Control (CDC) and Prevention's guidance states that the Delta variant of COVID-19 is currently the dominant strain of the virus in the country, and that this variant is more transmissible than prior variants, may cause more severe illness, that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID1-19 cases and hospitalizations.

The CDC has established a "Community Transmission" metric with four (4) tiers designed to reflect a community's COVID-19 case rate and percent positivity. Currently, the County of San Luis Obispo has community transmission metric of "substantial" (<https://www.cdc.gov/TemplatePackage/contrib/widgets/covidcountycheck/>).

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 21- \_\_**

**A RESOLUTION OF SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
ACKNOWLEDGING GOVERNOR NEWSOM'S PROCLAMATION OF A STATE OF  
EMERGENCY AND AUTHORIZING VIRTUAL PUBLIC MEETINGS BY TELECONFERENCE  
FOR A PERIOD OF THIRTY DAYS PURSUANT TO THE RALPH M. BROWN ACT**

The following resolution is now offered and read:

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

**WHEREAS**, the proclaimed state of emergency remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), provided certain requirements were met and followed; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, allowing legislative bodies subject to the Brown Act to continue meeting by teleconference if the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and

**WHEREAS**, California Department of Public Health and the federal Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

**WHEREAS**, the CDC has established a "Community Transmission" metric with 4 tiers designed to reflect a community's COVID-19 case rate and percent positivity; and

**WHEREAS**, the County of San Luis Obispo currently has a Community Transmission metric of "substantial"; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the San Luis Obispo Regional Transit Authority (RTA) deems it necessary to find holding in person meetings would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to

teleconferencing.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the San Luis Obispo Regional Transit Authority that:

1. The recitals set forth above are true and correct.
2. The Proclamation of State of Emergency in response to the COVID-19 pandemic issued by Governor Newsom on March 4, 2020, remains in effect.
3. Based on the recitals above, the San Luis Obispo Regional Transit Authority (RTA) finds that meeting in person would present imminent risks to the health or safety of attendees.
4. These findings shall apply to all public meetings held by the RTA and its legislative bodies, including all Brown Act Committees.
5. Staff is directed to return at the next regularly scheduled Board meeting after the adoption of this resolution with an item for the RTA Board to consider and renew, if appropriate, the findings required by AB 361 to continue meeting under its provisions.

**BE IT FURTHER RESOLVED**, that the San Luis Obispo Regional Transit Authority does hereby adopt this resolution upon motion by Board Member \_\_\_\_\_, seconded by Board Member \_\_\_\_\_, and on the following roll call vote, the foregoing resolution is hereby adopted this 8<sup>th</sup> day of December 2021.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
John Peschong, President  
San Luis Obispo Regional Transit Authority

**ATTEST:**

\_\_\_\_\_  
Geoff Straw, Executive Director  
San Luis Obispo Regional Transit Authority

**APPROVED AS TO FORM AND LEGAL EFFECT:**

\_\_\_\_\_  
Nina Negranti, RTA Legal Counsel

Date: \_\_\_\_\_

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
DECEMBER 8, 2021  
STAFF REPORT**

**AGENDA ITEM:** C-1

**TOPIC:** 179 Cross Street Decommissioning Project

**PRESENTED BY:** Geoff Straw

**STAFF RECOMMENDATION:**

It is recommended that the RTA Board:

1. Authorize demolition / removal of all tenant improvements within the existing leased facility and the surrounding site located at 179 Cross Street in San Luis Obispo;
2. Upon issuing of permits by the City of San Luis Obispo, authorize the contract to be advertised for demolition bids. Bids would be due 35 calendar days after issuance of permits; and
3. Provide the Executive Director the discretion to extend the bid opening date to a date deemed more appropriate by the Executive Director, so long as such extension is in compliance with all applicable laws.

**BACKGROUND:**

The property owner ("lessor") of our current leased operating facility, located at 179 Cross Street in San Luis Obispo, has exercised his option to direct the RTA to remove all tenant improvements that were designed and completed at the RTA's expense in 2007-2008. This decommissioning work includes removal of all "utility installations" and "alterations" on the 2.3-acre leased site.

Staff is requesting RTA Board acceptance of draft plans and specifications for the "**179 Cross Street Decommissioning Project**," subject to revisions that might be required by the City of San Luis Obispo. Staff is also requesting authorization to advertise for procurement of demolition services in order to complete the decommissioning as soon as possible after the lease terminates on February 28, 2022. It should be noted that the lease identifies that "holdover" rent payments (125% of current monthly rent payments for the first three months and 150% thereafter) be made by the RTA until the site is provided to back to the lessor "in good working order, condition and state of repair, ordinary wear and tear excepted." The current monthly rent is \$37,216.15.

Authorizing the advertising of bids does not commit the RTA to undertake the **179 Cross Street Decommissioning Project**. The Board will have a final opportunity at its

January 5, 2022 meeting to consider moving forward with the demolition / decommissioning project after bids and final financing amounts have been received.

#### Bidding Documents:

The bidding documents consist of several hundred pages of front-end bid process documents, contract language and specifications, as well as drawings. Obviously, it would not be feasible to include all of these documents as part of this agenda package. As such, I have only included as **Attachment A** the *Division 00 and 01 – Procurement and Contracting Documents* section in this staff report, since that section spells out the steps that the prospective general contractors must follow in order to be considered responsive in their demolition services bids. Also included Attachment B, which is the draft cover page of the full drawing package that we plan to submit to the City of San Luis Obispo as part of the permitting process prior to the December 8<sup>th</sup> RTA Board meeting.

All bidding documents can be copied onto a prospective bidder-supplied thumb-drive at the RTA Front Desk located at 179 Cross Street (Suite A, second floor) during regular business hours, as well as through the SLO County Builder's Exchange website. A link to the documents will also be available for download and review on our website (<http://www.slorta.org/about-rta/request-for-proposals/>).

If the RTA Board authorizes demolition bidding for the **179 Cross Street Decommissioning Project**, the above referenced webpage will be updated with links to final bidding documents and any future addenda.

#### Project Schedule:

Staff is working with local construction management and architecture consultants to develop the bidding documents, including the architect/engineer of record (Omni-Means Design Group) for the original tenant improvements. This ensures the bidding documents are realistic and representative of the work necessary to meet the owner's request as detailed in our existing lease. After bids are received, staff will work with our consultants to review all bids to determine the lowest responsible bidder who submits a responsive bid. Staff will return to the Board to request the official creation of the demolition project, finalize funding arrangements, and award the demolition contract at a future RTA Board meeting.

Below is an approximate timeline anticipated for the next steps for the **179 Cross Street Decommissioning Project**:

- Recommended bidding period & interim steps:
  - Receive notice of permits by City (Day 1)
  - Bidding process opens (Day 7)
  - Mandatory Site Walk (Day 14)
  - Deadline for RFIs (Day 21)



- Bidding Closes at 3:15 pm on Day 35
- Request to RTA Board to Approve Bid, Fund and Award Contract: regular January 5, 2022 meeting or possibly a Special Meeting
- Contractor Notice To Proceed (NTP) will be provided within 10 days following RTA Board approval
- Demolition Period: Demolition begins within 10 day of NTP, and full decommissioning is expected to require 84 calendar days

### **Staff Recommendation**

1. Authorize demolition/removal of all tenant improvements within the existing leased facility and the surrounding site located at 179 Cross Street in San Luis Obispo;
2. Upon issuing of permits by the City of San Luis Obispo, authorize the contract to be advertised for demolition bids. Bids would be due within 35 days of issuance of permits; and
3. Provide the Executive Director the discretion to extend the bid opening date to a date deemed more appropriate by the Executive Director, so long as such extension is in compliance with all applicable laws.

Attachment A:      *Divisions 00 & 01 – Procurement and Contracting Documents*  
section

Attachment B:      Cover page of Drawings section

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PROJECT MANUAL  
Division 00 and Division 01

Bid Document Set

Approximately January 4, 2022

San Luis Obispo Regional Transit Authority  
Project No. 2022-01

**179 CROSS STREET DECOMMISSIONING PROJECT**  
San Luis Obispo, CA

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ATTACHMENT A

DOCUMENT 00 01 07  
PROFESSIONAL SEALS PAGES

**NOTE: Add contact info and seals here for the following professionals:** Architect, Civil Engineer, Structural Engineer, Landscape Architect, Mechanical Engineer, Security Electronics, and Electrical Engineer.

ATTACHMENT A

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**SECTION 00 11 16**  
**INVITATION TO**  
**BIDDERS**

**1. PROJECT IDENTIFICATION**

Notice is hereby given that sealed bids will be received by the San Luis Obispo Regional Transit Authority (RTA) located at **179 Cross Street, Suite A (Downstairs Conference Room), San Luis Obispo, CA 93401**, until 3:00 P.M. on **<<PERMIT DATE + 35 DAYS>>** for the project entitled: **179 Cross Street Decommissioning Project #2022-01**; located at **179 Cross Street, Suite A, in San Luis Obispo.**

Bids will be accepted only from those General Contractor bidders pre-qualified to bid on this Project.

**2. DESCRIPTION OF THE WORK**

The Base Scope of work required to be performed by the Contractor comprises: Removal of tenant improvements within the two-story building and related site improvements.

**3. EXAMINATION AND PROCUREMENT OF DOCUMENTS**

Contract Documents may be obtained from the following website:

SLO Builders Exchange: [www.slocbe.com](http://www.slocbe.com)

**4. MANDATORY PRE-BID SITE VISIT:**

**<<PERMIT DATE + 14 DAYS>>** at 1:00pm local time at **179 Cross Street, San Luis Obispo, CA**. This is a **mandatory** pre-bid site visit. Bids will be accepted only from those general contractors attending the mandatory site visit.

All requests for information/interpretation (RFI), clarification, questions, etc., shall be submitted in writing to the San Luis Obispo Regional Transit Authority via electronic mail to **BOTH** Tully Wyatt at: [twyatt@kitchell.com](mailto:twyatt@kitchell.com) and Geoff Straw at: [gstraw@slorta.org](mailto:gstraw@slorta.org). Request for information/interpretation (RFI), clarification, questions, etc., will not be accepted after 5:00 pm **<<PERMIT DATE + 21 DAYS>>**.

**5. BID OPENING**

**5.1.** All bids must be addressed to: San Luis Obispo Regional Transit Authority, and delivered to the RTA offices located at 179 Cross Street, Suite A (2<sup>nd</sup> Floor), San Luis Obispo, CA 93401, and shall bear the Project Title, Project Number and Name of the Bidder.

**5.2.** Said bids shall be opened and read aloud by the RTA, on **<<PERMIT DATE + 35 DAYS>>** promptly at 3:15PM local time in a public setting. The bid opening will occur in the RTA's Downstairs Conference Room.

**5.3.** The Bidder must satisfy themselves by personal examination of the location of the proposed Work and by such other means as they prefer as to the actual conditions and requirements of the Work. It is the sole responsibility of the bidder to ensure that their bid is received in proper time and at the proper location. Any bid received after the scheduled closing time for receipt of

bids shall be returned to the bidder unopened.

## **6. AWARD**

The project will be awarded to the lowest responsive, responsible bidder on the base scope. The RTA reserves the right to reject any bid based on non-responsiveness if the bidder fails to provide a bid that complies with all bidding instructions. The RTA also reserves the right to reject a responsive bid based on the non-responsibility of the bidder if the RTA finds, after providing notice and a hearing to the bidder, that the bidder lacks the knowledge, experience, or is otherwise not responsible to complete the project in the best interest of the RTA.

## **7. CERTIFICATION OF BIDS (BID BOND)**

Bid must be accompanied by Cash, Certified or Cashier's Check, or a Bidder's Bond secured from a company ADMITTED to transact business in the State of California, 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 San Luis Obispo RTA as liquidated 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.

## **8. GOVERNING LAWS AND REGULATIONS**

### **7.1. Public Contract Code**

The bidding of this project is governed by the California State Public Contract Code. The Contract will be awarded to the lowest responsible bidder, subject to the RTA'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, the RTA may accept the one it chooses.

The State of California Public Contract Code makes provisions for the rejection of bids and sets forth alternate Contract procedures. If all bids are rejected, the RTA Board of Directors, 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 RTA personnel or force account if a resolution is passed by a vote of the RTA Board of Directors declaring that the project can be performed more economically by the employees of the RTA. If no bids are received, the project may be performed by RTA employees by force account or by negotiated Contract. In the event any action is taken by the RTA Board of Directors, pursuant to Section 22038 all bidders will be notified in writing.

### **7.2. Specific Materials, Products And Control Systems Designated By Brand Or Name**

Pursuant to Public Contract Code Section 3400(c), the RTA may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes. As required by Section 3400(c)(2), the RTA Board of Directors has made such findings. These findings, as well as the particular materials, products and control systems and their specific brand or trade names that must be used for the Project may be found in Section 01 13 00. Unless specifically designated in Section 01 13 00, whenever in specifications any material, process or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by words "or equal."

### **7.3. Contractor's License**

A Contractor is required to be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

Pursuant to Section 3300, of the Public Contract Code, the classification of the bidder's Contractor's



License shall be "B". 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.

ATTACHMENT A

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ATTACHMENT A

**STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS  
 DIVISION OF APPRENTICESHIP STANDARDS**

**TO:** California Department of Industrial Relations  
 Division of Apprenticeship Standards  
 P.O. Box 420603  
 San Francisco California 94142

**FROM:** AWARDING AGENCY

**EXTRACT OF  
 PUBLIC WORKS CONTRACT AWARD**

**A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:**

2. NAME OF GENERAL CONTRACTOR		3. CONTRACTOR'S LICENSE NO	
4. MAIL ADDRESS (STREET NUMBER OR P.O. BOX)		5. CITY	
		6. ZIP CODE	7. TELEPHONE NUMBER
8. ADDRESS OR LOCATION OF PUBLIC WORKS SITE ( INCLUDE CITY AND/OR COUNTY)			
9. CONTRACT OR PROJECT NUMBER		10. DOLLAR AMOUNT OF CONTRACT AWARD \$	
11. STARTING DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)		12. COMPLETION DATE (ESTIMATED OR ACTUAL) MONTH DAY YEAR / / (USE NUMBERS)	
13. TYPE OF CONSTRUCTION (HIGHWAY, SCHOOL, HOSPITAL, ETC.)		14. <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> ALTERATIONS	
15. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)			
16. Is language included in the Contract Award to effectuate the provision of section 1777.5, as required by the Labor Code? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No Is language included in the Contract Award to effectuate the provisions of Section 1776, as required by the Labor Code? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No			
17. SIGNATURE	18. TITLE	19. DATE	
20. PRINTED OR TYPED NAME		21. TELEPHONE NUMBERS	

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ATTACHMENT A

**SECTION 00 21 13  
INSTRUCTIONS TO  
BIDDERS**

**1. DESCRIPTION OF WORK**

The Base Scope of work required to be performed by the Contractor comprises: Removal of tenant improvements within the two-story building and related site improvements.

- 2. TIME AND PLACE FOR RECEIVING BIDS:** Sealed bids will be received from pre-qualified bidders attending the mandatory pre-bid site visit by the San Luis Obispo RTA Office at:

**SLO RTA Offices  
179 Cross Street, Suite A  
San Luis Obispo, CA 93401  
until <<PERMIT DATE +35 DAYS>> at 3:00 PM local time.**

- 3. MANDATORY PRE-BID SITE VISIT:** A Pre-Bid Site Visit is scheduled for <<PERMIT DATE +14 DAYS>> at 1:00pm local time at 179 Cross Street, San Luis Obispo, CA. This is a mandatory pre-bid site visit. Bids will be accepted only from those general contractors attending the mandatory site visit.

All requests for information/interpretation (RFI), clarification, questions, etc., shall be submitted in writing via email to **BOTH** Tully Wyatt at: [twyatt@kitchell.com](mailto:twyatt@kitchell.com) and Geoff Straw at: [gstraw@slorta.org](mailto:gstraw@slorta.org). Request for information/interpretation (RFI), clarification, questions, etc., will not be accepted after 5:00 pm <<PERMIT DATE + 35 DAYS>>

- 4. TIME OF COMPLETION:** The overall time of completion for the Project is **eighty four (84)** calendar days. Additional time limitations and limitations on construction are contained in Article 7, of the General Conditions.
- 5. LIQUIDATED DAMAGES:** The Contract is subject to liquidated damages that are described in Article 7, Paragraph 7.4 - Work Not Completed in Time and Assessment of Damages.
- 6. PROCUREMENT OF CONTRACT DOCUMENTS:** Contract Documents may be obtained from the following website:

[www.slocbe.com](http://www.slocbe.com)

Documents are also available for viewing at the office below:

SLO RTA Offices, 179 Cross St, Suite A, San Luis Obispo, CA 93401

**7. PROJECT INFORMATION:**

**Tully Wyatt**  
RTA Representative  
Phone: (805) 440-2278  
E-mail: [twyatt@kitchell.com](mailto:twyatt@kitchell.com)

8. **EXAMINATION OF PROJECT LOCATION & CONTRACT DOCUMENTS:** Bidder shall, prior to submitting a bid, carefully examine the location of the proposed project, and review the Contract Documents, to become fully aware of the Work and of the conditions relating to construction and labor under which the Work will be or is performed, and, so far as possible, the successful bidder must employ such methods and means regarding the Work of any subcontractor or worker, and in carrying out their Work as will not cause any interruption or interference with any other contractor, subcontractor or worker, it being specifically understood and agreed that the RTA shall be in no way responsible for any loss or damage occurring as a result thereof.

The limit of the Work area is designated on the drawings and the Contractor shall confine their operations to this area and along the adjacent public areas under the control of and with express permission of the RTA.

9. **INTERPRETATION OF CONTRACT DOCUMENTS:** If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, they may submit to the RTA Representative, listed above, a written request for an interpretation or correction thereof not less than five (5) working days prior to the date bids are to be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, e-mailed, faxed and/or otherwise delivered to each Plan holder listed with the RTA as receiving a set of such documents for the project. The RTA will not be responsible for any other explanation or interpretation of the Contract Documents.

10. **BIDDER'S REPRESENTATION:** No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same Work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

11. **CONTENT & VALIDITY OF BIDS:**

- A. **Validity:** All bids shall be valid for a period of One Hundred Twenty (120) days from the bid opening date.
- B. **Alternate Proposals:** Bids shall not contain any recapitulations of the Work to be done. Alternate proposals will not be considered unless specifically called for.
- C. **Sales Taxes:** Bids shall include any and all Federal, State and Local taxes of whatever nature in connection with material to be furnished to the RTA. Absolutely no extras shall be allowed for such by the RTA.
- D. **Payment of General Prevailing Rate of Wages and Department of Industrial Relations Registration:**

Federal funds are being used for this project; therefore, the Davis-Bacon Act (2 CFR§200, Appendix II(D), and 29 CFR Part 5) apply. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the [REDACTED]. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined to be applicable to this contract by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the Director of Industrial Relations of the State of California has ascertained 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 workers employed on public works, including employer payments as defined in Section 1773.1 of the Labor Code. Copies of said prevailing rate of per diem wages are on file in the RTA offices and available at the California Department of Industrial Relations' website at: [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

Pursuant to Labor Code Section 1771.1, no contractor or subcontractor may be awarded this public works contract unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, pursuant to Labor Code Section 1771.4

- E. **Payment of Minimum Wage:** Labor on this project shall be paid no less than the greater of the minimum wage rates established by the U.S. Secretary of Labor or by the State of California's Director of the Department of Industrial Relations.
- F. **Classification Not Covered by Prevailing Wage:** 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. In the event of any dispute on that question, the question and the information shall be referred for determination to the Board of Supervisors or to any official designated by the Board of Supervisors, whose decision on the question shall be conclusive on the parties to this Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.
- G. **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.
- H. **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 them. It is the Contractor's responsibility to submit contract award information to the Department of Industrial Relations as required by the Labor Code.

**12. BIDDING PROCEDURES:** In order to receive consideration, all bids shall be made in accordance with the following instructions:

- A. **Bid Form:** Bids shall be made upon the form provided therefor, 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.
- B. **Addenda:** Any Addenda issued before the time in which to submit bids expires 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.
- C. **Certification of Bids (Bidders Bond):** Each bid must be accompanied by cash, a certified or cashier's check or a Bidder's Bond secured from a company **ADMITTED** to transact business in the State of California in the sum of not less than ten percent (10%) of the total aggregate amount of the bid and said checks or bond shall be made payable to the order of the San Luis Obispo RTA as liquidated damages in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails to or refuses to enter into a Contract within the specified time.

- D. **Subcontractor List:** All bidders must submit with their bids a list of all 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. Any subcontractors required to pay prevailing wages must be registered with the Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.
- E. **Designation of Insurance Company and Agent or Broker:** All bidders must submit with their bids the name and address of the company proposed to provide the required insurance as described in the General Conditions. Any and all insurance companies must be **AUTHORIZED** to transact business in the State of California by the California Department of Insurance. All bidders must also submit the name, address, and telephone number of the agent or broker procuring the insurance. A form for this purpose is furnished with the Bid Form.
- F. **Designation of Bonding/Surety Company and Agent or Broker:** All bidders must submit with their bids the name and address of the company proposed to provide the required payment, performance and maintenance bonds as described in the General Conditions. Any and all bonds must be issued by a company **ADMITTED** to do business in the State of California by the California Department of Insurance. All bidders must also submit the name, address, and telephone number of the agent or broker procuring the bonds. A form for this purpose is furnished with the Bid Form.
- G. **Non-Collusion Affidavit:** All bidders shall submit with their bids a fully executed Non-Collusion Affidavit in compliance with Section 7106 of the State of California Public Contract Code. A form for this purpose is furnished with the Bid Form.
- H. **Contractor's License:** Each bidder must possess a Class **"B"** California Contractor's License as required under provisions of the California Business and Professions Code.

### 13. **WITHDRAWAL OF BIDS**

- A. **Withdrawal of Bids prior to Bid Opening:** Any bidder may withdraw their 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.
- B. **Withdrawal of Bids after Bid Opening:** No bidder shall withdraw their bid for a period of **One Hundred Twenty (120)** days after the date set for the opening thereof.
- C. **Relief of Bidder Due to Clerical Error:** A Bidder may not be relieved of their 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, et seq.

### 14. **BONDING REQUIREMENTS:** Refer to Specification Section 00 73 00 Supplementary Conditions.

### 15. **BID PROTESTS:** Refer to Specification Section 00 73 00 Supplementary Conditions.

### 16. **COPIES OF CONTRACT DOCUMENTS & FORMS:**

- A. **General:** The complete Contract shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Information for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Forms, Guarantees, Insurance, General Conditions, Specifications, Soils Reports and attached supplemental information, Drawings, any Addenda, and any Change Orders, Field Orders, or the RTA's Directives issued thereto and all are intended to cooperate and be complementary so that any Work called for in one and not mentioned in the other, or vice versa, shall be executed the same as if mentioned in all said documents. The Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the Work.
- B. **Plans and Specifications:** Electronic versions of the Plans & Specifications will be transmitted to the successful bidder at the Preconstruction Conference on a thumb-drive. Contractor can print sets



from the electronic files at their own discretion and expense. Quantities stated in the Contract Documents are approximate only and are subject to correction upon final measurement of the Work accomplished and subject further to rights reserved by the RTA to increase or diminish the amount of Work under any classification, as the design or construction needs require.

- C. **Agreements & Bonds:** The form of Agreement that the successful bidder, as Contractor, will be required to execute and the form of bonds which they will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The Agreement shall be executed in two (2) original counterparts.

ATTACHMENT A

**SECTION 00 41 13**  
**BID FORM**

**TO: The San Luis Obispo RTA, State of California, as Owner herein called the RTA:**

**1. BID**

**1.1. BASE BID**

Pursuant to and in compliance with the Notice to Bidders and Contract Documents relating to the project:

**179 CROSS STREET DECOMMISSIONING PROJECT (Contract #2022-01)**

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 Base Bid sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

***NOTE: Failure to acknowledge Addenda may be grounds for rejection of the bid. Failure to include pricing for unit costs and alternates will be grounds for rejection of the bid.***

**2. CONDITIONS OF BID**

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred twenty (120) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the signed Agreement (two originals) to the RTA in accordance with the proposal as accepted together with the insurance documents specified in the General Conditions, and will also furnish and deliver to the RTA the Performance Bond and Payment Bond as specified, all within ten (10) 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 the RTA's Notice to Proceed, and shall be completed in the time specified in the Agreement of said 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, the unit prices shall prevail.

**3. CONTRACTOR'S LICENSE**

Section 7028.15(a) of the Business and Profession Code states that 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 therefor, except in any of the following cases:

- 3.1.** The person is specifically exempted from licensing under the Business and Professions Code.
- 3.2.** 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 their individual license.
- 3.3.** 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.

- 3.4.** For those projects where Federal funds are involved, per Section 20103.5 of the State of California Public Contract Code, the Contractor must be properly licensed at the time of award of Contract. Contractors may be subject to penalties for failure to comply with the provisions of Section 7028.15 of the Business and Professions Code and 20103.5 of the Public Contract Code.

The RTA is required to verify licensure before awarding a bid. The Contractor is requested to provide the information regarding its 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 \_\_\_\_\_ Expiration \_\_\_\_\_

)

Sign Here) ..... )

)

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

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

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

NOTE: If bidder is a corporation, 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, their signature shall be placed above.

**SECTION 00 43 00**  
**SUPPLEMENTS TO BID FORMS**

**1. DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Sections 4100 et seq. of the State of California Public Contract Code, 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 Work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (.05%) of the undersigned's total bid, and;
- 1.2.** The portion of the Work that will be done by each subcontractor. The Bidder shall list only one subcontractor for each such portion as defined by the prime Contractor in the bid. At the RTA's request, Contractors shall provide listed subcontractor license information (i.e. type, number, expiration) within 24 hours of bid opening.

Note: When a subcontractor is not listed, the law provides that the prime Contractor agrees to do the Work themselves and that said prime Contractor agrees that they are fully qualified to perform such Work. If after award of Contract the prime Contractor subcontracts any portion of the Work, except as provided for in Sections 4107 or 4109 of the Public Contract Code, the prime Contractor shall be subject to the penalties as identified in Section 4110 & 4111.

Name of Subcontractor	Location of Place of Business	Scope of Work

*use additional sheets as necessary*

Name of Subcontractor	Location of Place of Business	Scope of Work

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

## **2. DESIGNATION OF INSURANCE COMPANY, INSURANCE AGENT OR BROKER**

The State of California has specific laws regarding the **AUTHORIZATION** 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 RTA. No contract shall arise until all insurance has been approved by the RTA.

**The San Luis Obispo RTA requires all insurance to be issued by a company that is “AUTHORIZED” to transact business in the State of California.**

The following insurance agent/broker and insurance company is proposed to provide policies of insurance or insurance certificates as are required by the General Conditions:

### **2.1. Name of Insurance Company(ies) providing coverage:**

**(Corporate Name and dba Name)**

(Use a separate sheet of paper if necessary)

**Address**

**Phone Number**

**FAX Number**

### **2.2. Name of Agent or Broker procuring Insurance coverage:**

**(Corporate Name and dba Name)**

(Use a separate sheet of paper if necessary)

**License # of Agent or Broker**

**Address**

**Phone Number**

**FAX Number**

### 3. DESIGNATION OF BONDING COMPANY/SURETY AND AGENT

The State of California has specific laws regarding the **ADMITTANCE** of Bonding Companies, Sureties, Agents and Brokers doing business within the State. Failure to conform to those requirements requires immediate replacement of the non-conforming individual or entity, acceptable to the RTA. No contract shall arise until all insurance and bonds have been approved by the RTA.

**The San Luis Obispo RTA requires all insurance to be issued by a company that is "ADMITTED" to transact business in the State of California.**

The following Bonding Company or Surety is proposed to provide payment, performance and maintenance bonds as required by the General Conditions:

#### 3.1. Name of Insurance Company(ies) providing coverage:

**(Corporate Name and dba Name)**

(Use a separate sheet of paper if necessary)

**Address**

**Phone Number**

**FAX Number**

#### 3.2. Name of Agent or Broker procuring Insurance coverage:

**(Corporate Name and dba Name)**

(Use a separate sheet of paper if necessary)

**Address**

**Phone Number**

**FAX Number**

4. **NON-COLLUSION AFFIDAVIT**

Each bidder shall execute and submit with the Bid Form an Affidavit of Non-collusion in the following form:

(See Public Contract Code sec. 7106.)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

State of California                    )  
  ) ss  
San Luis Obispo RTA                    )

\_\_\_\_\_, being first duly sworn, deposes and says that they are  
the \_\_\_\_\_ of \_\_\_\_\_, the party making

the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone 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 or 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 their 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.

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

Executed at \_\_\_\_\_, California

on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Signed)



**CERTIFICATION OF BIDS (BID BOND)**

Each bid must be accompanied by cash, a certified or cashier's check or a Bidder's Bond secured from a company **ADMITTED** to transact business in the State of California in the sum of not less than ten percent (10%) of the total aggregate amount of the bid and said checks or bond shall be made payable to the order of the San Luis Obispo RTA as liquidated damages in the event the successful bidder fails to file satisfactory bonds as otherwise required by the Contract Documents, or fails to or refuses to enter into a Contract within the specified time.

ATTACHMENT A

**BIDDER'S CERTIFICATE (BID BOND)**

That we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the San Luis Obispo RTA, State of California, (hereinafter called "RTA") 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 the RTA for the Work described below, for the payment of which sum in 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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_.)

The condition of this obligation is such that a bid to the RTA for certain construction specifically described as follows, for which bids are to be opened on \_\_\_\_\_ 2022, has been submitted by Principal to the RTA:

The Base Scope of work required to be performed by the Contractor comprises: Removal of tenant improvements within the two-story building and related site improvements.

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 one hundred twenty (120) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented for signature, enter into a written Contract with the RTA, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the RTA, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligations 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 there-under or the specifications accompanying the same shall in any manner affect its obligations of 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 the RTA and judgment is recovered, the Surety shall pay all costs incurred by the RTA 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, this document has been duly executed by the Principal and Surety named  
above on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CONTRACTOR AS PRINCIPAL:** \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Please Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Full Name of Business, including dba*

**SURETY:**

*Note: Signature of those executing for Surety must be properly acknowledged and notarized.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Please Print Name*

\_\_\_\_\_  
*Title* **(SEAL)**

\_\_\_\_\_  
*Type of Business*

\_\_\_\_\_  
*Full Name of Business, including dba*

**NOTARY:**

State of California RTA of \_\_\_\_\_

On \_\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
(Secretary)

(NOTARY SEAL)

ATTACHMENT A

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ATTACHMENT A

**SECTION 00 50 00**  
**AGREEMENT**

THIS IS AN AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the San Luis Obispo RTA, a political subdivision and one of the counties of the State of California, hereinafter referred to as "RTA", and (complete **one** of the following):

1. Corporation: \_\_\_\_\_  
(Insert Corporation Name)  
a corporation organized and existing under the laws of the State of:  
\_\_\_\_\_  
(Insert Name of State)
2. Partnership: \_\_\_\_\_  
(Insert Name of Partnership)
3. Individual: \_\_\_\_\_  
(Insert Name of Individual)
- doing business as: \_\_\_\_\_  
(Insert dba Name)

hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, the RTA and Contractor hereby mutually covenant and agree as follows:

**ARTICLE 1 - SCOPE OF WORK:**

Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, and 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:

**SLO RTA 179 CROSS STREET DECOMMISSIONING PROJECT (Contract #2022-01)**

in the County of San Luis Obispo, State of California, as called for in the drawings and specifications adopted by the RTA, which said drawings and specifications are identified by the signature of the parties of this Agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the RTA and the RTA's duly authorized representatives.

**ARTICLE 2 - TIME OF COMPLETION:**

The Work shall be commenced within **ten (10)** calendar days from date of the RTA's "Notice to Proceed", and shall be fully completed no later than **eighty four (84)** calendar days from and after the aforementioned date. Time is of the essence in this Contract.

**ARTICLE 3 - CONTRACT PRICE:**

The RTA will pay the Contractor in current funds for the full and complete performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of:

\_\_\_\_\_  
(\$ \_\_\_\_\_). Dollars

**ARTICLE 4 - DELAYS:**

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and the RTA Executive Director so certifies, the RTA shall, without terminating this

Contract, make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### **ARTICLE 5 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the RTA of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the RTA and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bond.

#### **ARTICLE 6 - CONTRACT DOCUMENTS:**

The complete Contract between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents:

Invitation to Bidders,  
Instructions for Bidders,  
Information for Bidders,  
Bid Form,  
Supplements to Bid Form,  
Agreement,  
Bond Requirements and Bond Forms,  
Insurance and Guarantees,  
General Conditions,  
Supplemental Conditions,  
Specifications,  
Soils Reports and attached supplemental information,  
Drawings, any Addenda,  
Executed Change Orders and Modifications.

Storm Water Pollution Prevention Plan (SWPPP) Documents, including Erosion Control Plans

The Contract shall include all labor, materials, equipment, expendable equipment, utility and transportation services, and any other services necessary for the proper execution of the Work.

#### **ARTICLE 7 - LAW AND VENUE:**

This Agreement has been executed and delivered in the 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 SAN LUIS OBISPO and as such 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 INTEREST:**

No official of the RTA who is authorized on behalf of the RTA 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 the RTA who is authorized on behalf of the RTA 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**RTA:**

**APPROVAL RECOMMENDED:**

\_\_\_\_\_  
Geoff Straw, RTA Executive Director

**SAN LUIS OBISPO RTA**

a public entity in the State of California

By: \_\_\_\_\_  
Chair of the RTA Board of Directors

Approved by Board Action on:

\_\_\_\_\_, 2022\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM:**

Rita L. Neal RTA SLO  
County Counsel

By: \_\_\_\_\_  
Nina Negranti  
RTA Counsel

**CONTRACTOR:**

\_\_\_\_\_  
Business Name) (Full

\_\_\_\_\_  
(Type of Business Print or Type)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Zip Code) (City, State,

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

\_\_\_\_\_  
(Name, Official Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
Contractor's License Number  
Classification(s)



**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation

named as Contractor in the foregoing Contract, that, \_\_\_\_\_

who signed said Contract on behalf of the Contractor, was then \_\_\_\_\_  
of said Corporation, that said Contract was duly signed for and in behalf of said Corporation by authority  
of its governing body and is within the scope of its corporate powers.

**(Corporate Seal)**

\_\_\_\_\_  
(Secretary)

**SECTION 00 60 00**

**BOND REQUIREMENTS & FORMS, INSURANCE & GUARANTEES**

1. **REQUIRED BONDS:** Refer to Specification Section 00 73 00 for Bond Requirements and Forms. Recordation of the Notice of Completion and Acceptance shall not be deemed an acceptance of latent defects nor shall it constitute a waiver of any of the provisions of this Contract.

2. **SUBSTITUTIONS OF SECURITIES FOR RETENTION AMOUNTS**

Substitution of certain securities for retention amounts are allowed under the State of California 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 Section 22300.

- 2.1. **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 beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
- 2.2. **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 RTA Executive Director. If deposit is made into an escrow, escrow instructions must clearly state, in addition to the items mentioned in the Public Contract Code, that the escrow agent must convert the securities to cash in whole or in part upon a unilateral written demand for such conversion by the RTA Executive Director and further, that any amount demanded by the RTA shall be paid to the RTA upon unilateral written demand for payment. Escrow instructions used must be substantially similar to the form set forth in Public Contract Code Section 22300. The RTA will only make such demand for conversion in payment when the conditions of the Contract would have warranted an expenditure by the RTA of a cash retention expenditure without any securities substitution. All escrow expenses shall be paid by Contractor.
- 2.3. **Release of Securities:** Securities deposited hereunder shall be released back to Contractor when the RTA Executive Director has certified in writing to the escrow holder that the project has been satisfactorily completed. The recording of Notice of Completion does not constitute such certification. All retention times called for in these Contract Documents must have passed, including the time after recording of Notice of Completion, before the RTA will certify to satisfactory completion of the Contract.

3. **GUARANTEES**

- 3.1. **GUARANTEE FOR TOTAL WORK:** Prior to acceptance of the Work by the RTA, the Contractor shall submit a guarantee in the form of a written warranty on Contractor's own letterhead as follows, and signed under penalty of perjury:

- 3.2. **WARRANTY FOR:**

**SLO RTA 179 CROSS STREET DECOMMISSIONING PROJECT. (Contract #2022-01)**

This Work has been constructed in accordance with the Contract Documents, and the Work as installed will fulfill the requirements of this warranty, and any other warranty therefor, included in the Contract Documents. We agree to repair or replace any and all of our Work together with any other adjacent Work which may be displaced by so doing, that prove to be defective in its workmanship or

material for the period of one (1) year (except when otherwise required in this Contract to be for a longer period) from date of acceptance of the above mentioned structure by the RTA, ordinary wear and tear and unusual abuse or neglect excepted. Said date of acceptance shall be the date of acceptance and filing of the Notice of Completion with the RTA Executive Director.

In the event of our failure to comply with the above-mentioned conditions within seven (7) days after being notified in writing we, collectively or separately, do hereby authorize the RTA to proceed to have said defects repaired and made good at our expense and we will honor and pay the cost and charges therefor on demand.

Signed: \_\_\_\_\_  
Contractor License Number

- 3.3. **ADDITIONAL GUARANTEES:** Additional Guarantees shall be provided as required in the technical sections of the Contract Documents.

#### 4. **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The parties expressly agree that the indemnification and insurance clauses in this Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to Contractor by the indemnification and insurance clauses.

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. The Contractor shall obtain, and maintain, at its 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.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence Work, until such insurance has been approved by the RTA. The Contractor shall not allow any subcontractor to commence Work on its 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.

- 4.1. **INSURANCE:** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the RTA. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the RTA, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term RTA shall include officers, employees, volunteers and agents of the San Luis Obispo RTA, San Luis Obispo, California, individually or collectively.

- 4.2. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES:** The following policies shall be maintained with insurers **AUTHORIZED** by the California Department of Insurance to do business in the State of California and shall be issued under forms of policies satisfactory to the RTA:

- A. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL"):** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$2,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$5,000,000 aggregate for products, completed operations, and  
\$5,000,000 general aggregate.  
\$10,000,000 Excess Umbrella policy

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

- B. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**: Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-Million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the RTA.
- C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**: This policy shall include at least the following coverage's and policy limits:
1. Workers' Compensation Insurance as required by the laws of the State of California; and
  2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI") one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee disease.
- D. **BUILDER'S RISK**: The RTA maintains Builder's Risk insurance for this project. The Contractor therefore, is not required to procure nor maintain said insurance.
- E. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**: Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the RTA before work is begun pursuant to this Agreement. At the option of the RTA, Contractor shall either reduce or eliminate such deductibles or self-insured retentions with respect to the RTA, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the RTA guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.
- F. **ENDORSEMENTS**: All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:
1. "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
  2. The San Luis Obispo RTA, its officers, employees, volunteers and agents are hereby added as additional insured (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used ) with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
  3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
  4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the RTA may possess, including any self-insured retention the RTA may have, and any other insurance the RTA does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
  5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the RTA at the address set forth below (CGL, BAL, WC /EL & PL);
  6. Contractor and its insurers shall agree to waive all rights of subrogation against the RTA, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
  7. Deductibles and self-insured retentions must be declared (All Policies).

- G. **ABSENCE OF INSURANCE COVERAGE:** The RTA may direct the Contractor to immediately cease all activities with respect to this Agreement if it determines that the Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the RTA discretion, under conditions of lapse, the RTA may purchase appropriate insurance and charge all costs related to such policy to the Contractor.
- H. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION:** Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, the Contractor, or each of the Contractor's insurance brokers or companies, shall provide the RTA a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. The RTA may also require a copy of the insurance policy and any other information relating to coverage under the policies. All of the insurance companies providing insurance for the Contractor shall have, and provide evidence of, an **A.M. Best Rating of "A- FSC VII"** or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Geoff Straw  
Executive Director  
San Luis Obispo Regional Transit Authority  
Phone: (805) 781-4465  
E-mail: gstraw@slorta.org

I. **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless and with counsel subject to the reasonable satisfaction of RTA), the RTA, its Board and each member thereof, and their respective officials, officers, directors, employees, commission members, representatives, and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop payment notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts, or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened, or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

1. Any activity on or use of the RTA's premises or facilities;
2. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
3. The failure of Contractor or the Work to comply with any applicable law, permit, or orders;
4. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
5. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
6. Any failure to coordinate the Work with the RTA's separate contractors;
7. Any failure to provide notice to any party as required under the Contract Documents;
8. Any failure to act in such a manner as to protect the Work from loss, cost, expense, or liability;
9. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;

10. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the RTA) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
11. Any liability imposed by applicable law including, but not limited to criminal or civil fines or penalties;
12. Any dangerous, hazardous, unsafe or defective condition of, in or on the site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors;
13. Any operation conducted upon or any use or occupation of the site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
14. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
15. Any and all claims against the RTA seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Work, including all incidental or consequential damages resulting to the RTA from such claims.

J. **FEDERAL AND STATE LAWS & 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, but not limited to, the following:

1. The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
2. 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.
3. Title 19 of the California Code of Regulations entitled "Public Safety", Division 1, State Fire Marshal, Chapter 1, "General Fire and Panic Safety Standards".
4. All laws and regulations governing construction on behalf of public entities, including but not limited to the California Public Contract Code.
5. **General Industrial Safety Orders:** Each and every Contractor shall observe and conform to the provisions of Title 8, California Code of Regulations bearing upon safe and proper use, construction disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
6. **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 Marshal, 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.
7. Federal Transit Administration requirements specified in **SECTION 00 73 00** below.

**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.

**SECTION 00 70 00**  
**GENERAL CONDITIONS**

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SAN LUIS OBISPO COUNTY REGIONAL TRANSIT AUTHORITY  
OFFICE, DISPATCHING, AND MAINTENANCE FACILITY  
DECOMMISSIONING PROJECT

179 CROSS STREET  
SAN LUIS OBISPO, CA 93401



VICINITY MAP  
SCALE: NOT TO SCALE



- A. ALL WORK SHALL BE DONE IN COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS:
- THE 2019 CALIFORNIA BUILDING CODE -- TITLE 24 AS ADOPTED BY THE CALIFORNIA BUILDING STANDARDS COMMISSION:
    - PART 1: CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE
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  - REQUIREMENTS OF THE REGIONAL WATER QUALITY BOARD
  - AIR QUALITY MANAGEMENT DISTRICT REGULATIONS
  - CALIFORNIA ADMINISTRATIVE CODE TITLES 8, 17, 19, 22 & 24 PARTS 2-4
  - SAFETY ORDERS OF THE STATE OF CALIFORNIA INDUSTRIAL ACCIDENT COMMISSION
  - STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS"
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- B. ALL WORK SHALL CONFORM TO TITLE 24 CALIFORNIA BUILDING STANDARDS COMMISSION (C.B.S.C.) ADOPTED EDITIONS).
- C. SAFETY NOTES:
1. THESE DRAWINGS DO NOT CONTAIN NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
  2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH THE PERTINENT SECTIONS, AS THEY APPLY TO THIS PROJECT, OF THE "CONSTRUCTION SAFETY ORDERS" (C.C.R. TITLE 8, SUBCHAPTER 4) ISSUED BY THE STATE OF CALIFORNIA, LA 100, AND ALL O.S.H.A. REQUIREMENTS.
- D. GENERAL CONTRACTOR SHALL VERIFY ALL CONDITIONS IN FIELD & REPORT ANY & ALL DISCREPANCIES TO THE ARCHITECT PRIOR TO COMMENCING WORK.
- E. CONTRACTOR SHALL VISIT THE SITE AND ASSESS HIMSELF / HERSELF OF THE EXISTING CONDITIONS AND SEQUENCE REQUIRED DEMOLITION WORK.
- F. DRAWINGS ARE NOT TO BE SCALED, CONTRACTOR MUST VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO COMMENCING THE WORK.
- G. UNDERGROUND CONDUITS, CABLES, MAIN LINES, AND OTHER HAZARDS MAY EXIST AT THE PROJECT SITE. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR CONTACTING UNDERGROUND SERVICE ALERT TOLL FREE AT 1-800-227-2600 (2) TWO DAYS MINIMUM BEFORE BREAKING GROUND.
- H. LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND CONTRACTOR SHALL EXERCISE EXTREME CARE WHEN EXCAVATING AND TRENCHING ON THIS SITE TO AVOID INTERCEPTING PIPING OR CONDUITS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL (E) UTILITIES WHETHER SHOWN HEREIN OR NOT AND TO PROTECT THEM FROM DAMAGE. THE ARCHITECT IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY ANY OTHER CONTRACT. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT SHOULD ANY UNIDENTIFIED CONDITIONS BE DISCOVERED. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE PROSECUTION OF THIS WORK.
- I. THE WORK SHOWN ON THESE DRAWINGS AS EXISTING (E) CONDITIONS WAS PREPARED FROM INFORMATION FURNISHED BY THE OWNER. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, OMNI DESIGN GROUP IS NOT RESPONSIBLE FOR THE ACCURACY OR ADEQUACY OF ANY WORK SHOWN AS (E) NOR IS OMNI DESIGN GROUP RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWINGS AS A RESULT.
- J. PENETRATIONS TO FIRE RATED MATERIALS OR ASSEMBLIES SHALL BE RESTORED TO EQUAL RATING. FIRE STOP SYSTEMS AS LISTED BY UNDERWRITERS LABORATORIES SHALL BE INSTALLED PER FIRE RESISTANCE DIRECTORY. FIRE STOP SYSTEMS SHALL BE AS SPECIFIED.
- K. FIRE SPRINKLER DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL THEN TO THE CITY OF SAN LUIS OBISPO FOR APPROVAL PRIOR TO INSTALLATION.
- L. CONTRACTOR SHALL FIELD VERIFY THE ACCURATE LOCATION OF ALL STRUCTURAL MEMBERS, OPENINGS AND ANY MISCELLANEOUS EQUIPMENT AND NOTIFY THE ARCHITECT OF ANY CONFLICTS WITH THE DRAWINGS PRIOR TO PROCEEDING WITH THE WORK.
- M. OWNER SHALL NOTIFY SAN LUIS OBISPO COUNTY AIR POLLUTION CONTROL DISTRICT FOR ALL DEMOLITION OPERATIONS AS REQUIRED.
- N. ALL DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND TRANSPORTED / DISPOSED OF IN ACCORDANCE WITH ALL STATE, COUNTY AND CITY CODES AND REGULATIONS. THE SITE SHALL BE KEPT CLEAN DURING ALL DEMOLITION WORK.
- O. ALL LIGHTING CIRCUITS SHALL BE TERMINATED PER CODE REQUIREMENTS - CIRCUITS SHALL BE RE-USED PER SEPARATE BUILDING PERMIT.
- P. ALL WORK DESCRIBED HEREIN SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT, COMPATIBILITY, AND RELATIONSHIP TO SITE, BUILDING AND / OR SYSTEM CONDITIONS. DISCREPANCIES AND UNEXPECTED CONDITIONS WHICH AFFECT OR PREVENT THE IMPLEMENTATION OF THE WORK SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREAS OF THE DISCREPANCY UNTIL THE ISSUE HAS BEEN RESOLVED.
- Q. CONTRACTORS WHO INTEND TO PROVIDE SERVICES ON THIS PROJECT SHALL VISIT THE SITE AND MAKE THEMSELVES COMPLETELY FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMISSION OF PROPOSALS FOR THE WORK.
- R. THESE DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED WITH IN THIS SET OF DOCUMENTS ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT AND NO PART SHALL BE COPIED, DISCLOSED TO OTHERS, OR USED IN CONNECTION WITH ANY PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. VISUAL CONTACT WITH THESE DOCUMENTS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

GENERAL NOTES

DECOMMISSIONING PROJECT  
REMOVING AND IMPROVING THE MAINTENANCE FACILITY TO ITS PRE-TENANT IMPROVEMENT CONDITION.  
• DEMOLITION OF CONCRETE AND PLANTING.  
• REMOVAL OF EXISTING INTERIOR WALLS PER PLAN.  
• REMOVAL AND SALVAGE DOORS AND WINDOWS PER PLANS.  
• DEMOLITION OF MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS.  
• DEMOLITION OF WALKWAYS AND ELEVATOR.  
• DEMOLITION OF WASH FACILITY.  
• DEMOLITION OF SPRINKLER PIPING UNDER SEPARATE FIRE SPRINKLER DEMOLITION AND REPLACEMENT. IF FIRE SPRINKLERS ARE TAKEN OUT OF SERVICE PRIOR TO ISSUANCE OF A FIRE SPRINKLER PERMIT, A FIRE WATCH IS TO BE PROVIDED.

SCOPE OF WORK

ARCHITECT: THOMAS G. REAY, LIC # C19442  
OMNI DESIGN GROUP, INC.  
100 CROSS STREET, SUITE 101  
SAN LUIS OBISPO, CA 93401  
805.544.9700

CONSTRUCTION MANAGER: TULLY WYATT, LEED AP, DBIA  
SENIOR PROJECT MANAGER  
KITCHELL CEM.  
1540 MARSH STREET, SUITE 150  
SAN LUIS OBISPO, CA 93401  
805.440.2278

PERSONS OF RECORD

TENANT: REGIONAL TRANSIT AUTHORITY  
1150 OSOS STREET, SUITE 206  
SAN LUIS OBISPO, CA 93401  
(805) 781-4465

PROJECT ADDRESS: 179 CROSS STREET  
SAN LUIS OBISPO, CA 93401

ASSESSOR'S PARCEL NUMBER: 053-257-032

LEGAL DESCRIPTION: PARCEL 3 OF PARCEL MAP #SLO 04-0119  
CITY OF SAN LUIS OBISPO  
COUNTY OF SAN LUIS OBISPO  
STATE OF CALIFORNIA

ZONING: CS-SP

CONSTRUCTION TYPE: TYPE V B (AUTOMATIC FIRE SPRINKLERS)

EXISTING BUILDING FLOOR AREA:

FIRST LEVEL	
FIRST FLOOR OFFICE SPACE (B):	5,862 S.F.
FIRST FLOOR MAINTENANCE AREA(S1):	11,547 S.F.
TOTAL EXISTING FIRST FLOOR AREA:	17,409 S.F.
SECOND LEVEL (TO BE REMOVED)	
SECOND FLOOR OFFICE SPACE (B):	5,910 S.F.
STORAGE AREA:	923 S.F.
TOTAL EXISTING SECOND FLOOR TO BE REMOVED:	6,833 S.F.
TOTAL BUILDING AREA AFTER DECOMMISSIONING:	17,409 S.F.
EXISTING LOT COVERAGE:	
BUILDING FOOTPRINTS:	17,409 S.F.
HARDSCAPE/PAVING:	85,355 S.F.
LANDSCAPING:	13,305 S.F.
TOTAL:	116,069 S.F.

PROJECT DATA

NOTE: STRUCK-THROUGH SHEETS ARE NOT INCLUDED IN THIS SET

G 1.0 TITLE SHEET / SITE KEY PLAN  
G1.1 VICINITY MAP & CONDITIONS OF APPROVAL  
G1.2 SITE ARC COMMENTS

C-1 COVER SHEET  
C-2 CONSTRUCTION PLAN  
C-3 GRADING AND DRAINAGE PLAN  
C-4 HORIZONTAL CONTROL  
C-5 EROSION CONTROL PLAN  
C-6 DETAIL SHEET  
C-7 DETAIL SHEET

LANDSCAPE PLANS FOR REFERENCE

L.1 PLANTING PLAN  
L.2 IRRIGATION PLAN  
L.3 LANDSCAPE DETAILS

A1.0 EXISTING SITE PLAN  
A1.1 ARCHITECTURAL SITE PLAN  
A1.2 EXISTING FIRST FLOOR PLAN  
A1.3 FIRST FLOOR PLAN  
A1.4 SECOND FLOOR PLAN  
A1.5 FIRST FLOOR REFLECTED CEILING PLAN  
A1.6 SECOND FLOOR REFLECTED CEILING PLAN  
A1.7 SECOND FLOOR CEILING FRAMING PLAN  
A1.8 ADDITIONAL FLOOR FRAMING  
A2.0 EXTERIOR ELEVATIONS  
A2.1 FIRST FLOOR INTERIOR ELEVATIONS  
A2.2 SECOND FLOOR INTERIOR ELEVATIONS  
A2.3 INTERIOR ELEVATIONS  
A2.4 INTERIOR ELEVATIONS  
A3.0 BUILDING SECTIONS  
A3.1 BUILDING SECTIONS  
A3.2 WALL SECTIONS  
A3.3 WALL SECTIONS  
A4.0 ENLARGED ARCHITECTURAL SITE PLAN  
A4.1 FIRST FLOOR ENLARGED PLANS  
A4.2 SECOND FLOOR ENLARGED PLANS  
A4.3 ENLARGED STAIR PLANS  
A5.0 SHEET DETAILS  
A5.1 DETAILS  
A5.2 DETAILS  
A5.3 WINDOW DETAILS  
A6.0 DOOR SCHEDULE  
A6.1 WINDOW SCHEDULE  
A6.2 FINISH SCHEDULES  
A7.0 BUS WASH FOUNDATION PLAN & ROOF PLAN  
A7.1 BUS WASH SECTION AND ELEVATIONS  
A7.2 BUS WASH DETAILS

MECHANICAL PLANS FOR REFERENCE

MP1.1 GENERAL NOTES, LEGENDS, \$ ABBREVIATIONS  
MP2.1 SPECIFICATIONS  
MP3.1 SCHEDULES & CALCULATIONS  
MP4.1 MECHANICAL FIRST FLOOR PLAN  
MP4.2 MECHANICAL SECOND FLOOR PLAN  
MP4.3 MECHANICAL ROOF PLAN  
MP4.4 MECHANICAL ELEVATIONS  
MP5.1 PLUMBING FIRST FLOOR PLAN - WATER & GAS  
MP5.2 PLUMBING SECOND FLOOR PLAN - WATER & GAS  
MP5.3 PLUMBING FIRST FLOOR PLAN - WASTE & VENT  
MP5.4 PLUMBING SECOND FLOOR PLAN - WASTE & VENT  
MP5.5 PLUMBING ROOF PLAN  
MP6.1 DETAILS  
MP6.2 DETAILS  
T24 TITLE 24 DOCUMENTATION

ELECTRICAL PLANS FOR REFERENCE

E0.1 SYMBOLS, DETAILS, NOTES & PICTURES  
E0.2 DETAILS  
E0.3 DETAILS  
E1.0 ELECTRICAL SITE PLAN  
E2.0 PARTIAL FIRST FLOOR LIGHTING PLAN  
E2.1 PARTIAL FIRST FLOOR LIGHTING PLAN  
E2.2 PARTIAL FIRST FLOOR POWER PLAN  
E2.3 PARTIAL FIRST FLOOR POWER PLAN  
E2.4 SECOND FLOOR LIGHTING PLAN  
E2.5 SECOND FLOOR POWER PLAN  
E4.0 LIGHTING SCHEDULE AND DETAILS  
E4.1 EQUIPMENT & MECHANICAL SCHEDULE  
E4.2 SINGLE LINE DIAGRAMS & DETAILS  
E4.3 INTERIOR TITLE 24 CALCULATIONS  
E4.4 EXTERIOR TITLE 24 CALCULATIONS

FIRE PROTECTION DRAWINGS - PENDING

**omni**  
DESIGN GROUP

ARCHITECTURE  
CIVIL ENGINEERING  
SURVEYING

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PROJECT:  
OFFICE, DISPATCHING AND  
MAINTENANCE FACILITY  
DECOMMISSIONING

179 CROSS STREET  
SAN LUIS OBISPO  
CALIFORNIA, 93401



SAN LUIS OBISPO COUNTY  
REGIONAL TRANSIT AUTHORITY

179 CROSS STREET  
SAN LUIS OBISPO  
CALIFORNIA, 93401  
(805) 781-4472

CONSULTANT:

DOCUMENT PHASE  
CONSTRUCTION DOCUMENTS  
DECOMMISSIONING

All designs and other information on these drawings are for use on this specific project and shall not be used otherwise without the expressed written permission of Omni Design Group, Inc.

Written dimensions on these drawings shall take precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on this job and this office shall be notified in writing of any variations from the dimensions or conditions shown in these drawings.

PROJECT NUMBER: 1286-01

DATE: November 30, 2021

SHEET TITLE:  
TITLE SHEET

SHEET NUMBER:

G1.0