City of San Diego

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.	FAX NO.:
CITY CONTACT:	Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
_	Phone No. (619) 533-3481, Fax No. (619) 533-3633
·	J.Xiao/AR/egz

CONTRACT DOCUMENTS



FOR

ASH STREET TRAFFIC SIGNAL MODIFICATION AT 2^{ND} , 3^{RD} , 7^{TH} AND 9^{TH} AVENUE

VOLUME 1 OF 2

BID NO.:	L-14-5815-DBB-2
SAP NO. (WBS/IO/CC):	B-10198
CLIENT DEPARTMENT:	2116
COUNCIL DISTRICT:	2
PROJECT TYPE:	IL

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ➤ COMPETITION RESTRICTED TO: SLBE-ELBE 🖾 or ELBE 🗌 FIRMS ONLY.
- ightharpoonup PREVAILING WAGE RATES: STATE igtriangleq FEDERAL igcap

BID DUE DATE:

1:30 PM
OCTOBER 22, 2013
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTING GROUP
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

ENGINEER OF WORK

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineer:

For City Engineer Date Sea



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CITY OF SAN DIEGO, CALIFORNIA

NOTICE INVITING BIDS

- **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: http://www.sandiego.gov.
- 2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **ASH STREET TRAFFIC SIGNAL MODIFICATION AT 2ND, 3RD, 7TH AND 9TH AVENUE (Project).**
- **3. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

Modify traffic signals on Ash Street at 2nd, 3rd, 7th and 9th Avenue.

- **3.1.** The Work shall be performed in accordance with:
 - **3.1.1.** This Notice Inviting Bids and Plans numbered **29619-1-D** through **29619-5-D**, and **29619-T1-D** through **29619-T7-D** inclusive.

4. EQUAL OPPORTUNITY

- **4.1.** To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:
 - D. CITY'S EQUAL OPPORTUNITY COMMITMENT.
 - 1. Nondiscrimination in Contracting Ordinance.
 - 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

The Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. The Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances

within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- 3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
- 4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are underrepresentations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

- 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
- 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
- 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
- 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
- 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
- 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
- 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
- 8. The Contractor disseminates its EEO Policy to union and community organizations.
- 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.

- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
- 16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

5. SUBCONTRACTING PARTICIPATION PERCENTAGES.

- **5.1.** The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- **5.2.** The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 19.7%.

6. PRE-BID MEETING:

- **6.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 AM, on OCTOBER 2, 2013.
- **6.2.** All potential bidders are encouraged to attend.
- 6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

7.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:

https://pro.prismcompliance.com/default.aspx.

7.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame

specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

- **8. CONSTRUCTION COST:** The City's estimated construction cost for this contract is \$307,000.00.
- **9. LOCATION OF WORK:** The location of the Work is as follows:

Ash Street at Second Avenue, Third Avenue, Seventh Avenue and Ninth Avenue.

- **10. CONTRACT TIME:** The Contract Time for completion of the Work shall be 90 Working Days.
- 11. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
 - **11.1.** The City has determined the following licensing classification(s) for this contract:

Option	Classification(s)
1	CLASS A
2	CLASS C10

- **11.2.** The Bidder shall satisfy the licensing requirement by meeting <u>at least</u> one of the listed options.
- **12. JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- **13. WAGE RATES:** Prevailing wage rates apply to this contract.

13.1. STATE REQUIREMENTS FOR CONTRACTS SUBJECT TO STATE PREVAILING WAGE REQUIREMENTS.

- **13.1.1.** In accordance with the provisions of California Labor Code Sections 1770, et seq. as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in such Sections for the locality in which the Work is to be performed. Copies of the prevailing rate of per diem wages may be found at http://www.dir.ca.gov/dlsr/statistics research.html. The Contractor shall post a copy of the above determination of the prevailing rate of per diem wages at each job site and shall make them available to any interested party on request.
- **13.1.2.** Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code the Contractor any Subcontractor shall pay not less than said specified

rates determined by the Director of the California Department of Industrial Relations to all workmen employed by them in the execution of the Work.

- 13.1.3. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled, "General Prevailing Wage Rates", refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.
- **13.1.4.** The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

14. INSURANCE REQUIREMENTS:

- **14.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **14.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

15. PREQUALIFICATION OF CONTRACTORS:

15.1. Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of all alternate items prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/cip/bidopps/prequalification.shtml

15.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Contracting Group, Prequalification Program, 1010 Second Avenue, Suite 1400, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

16. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD		PITS070112-06
City Standard Drawings - Updates Approved For Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering Docum http://www.sandiego.gov/publicworks/edocref/in	References at:	

- 17. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
- 18. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **19. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- **20. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

21. AWARD PROCESS:

- **21.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **21.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract

- approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- **21.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 22. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
- **23. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

24. QUESTIONS:

- 24.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- **24.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **24.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **24.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- **25. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **26. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.

- **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
 - **27.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
 - **27.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
 - **27.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
 - **27.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

28. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

- **28.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- **28.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- **28.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **29.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **29.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.

- **29.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **29.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 29.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
- **29.6.** The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- **29.7.** Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- **29.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

30. BID RESULTS:

- **30.1.** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder. In the event that the Apparent Low Bidder is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page: http://www.sandiego.gov/cip/index.shtml, with the name of the newly designated Apparent Low Bidder.
- **30.2.** To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

31. THE CONTRACT:

- **31.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **31.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be

made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- **31.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 31.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 31.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - **33.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- **33.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- **33.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- **33.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

34. PRE-AWARD ACTIVITIES:

- **34.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive.**
- **34.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

35. REQUIRED DOCUMENT SCHEDULE:

- **35.1.** The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.
- **35.2.** The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

http://www.sandiego.gov/eoc/forms/index.shtml

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: • Joint Venture Agreement • Joint Venture License
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

CONTRACT FORMS AGREEMENT

COMPANY LETTERHEAD

CERTIFICATE OF COMPLIANCE

Materials and V	Vorkmanship Compliance
For Contract or Task_	
	olies with the materials and workmanship requirements of ions, Standard Specifications, and Standard Plans for the
manufacturer of the material listed above.	tive for
Material Description:	
Manufacturer:	
Model:	
Serial Number (if applicable)	
Quantity to be supplied:	
Remarks:	
Signed by:	
Printed Name:	
Title:	
Company:	

City of San Diego Engineering and Capital Projects, Field Division

NOTICE OF MATERIALS TO BE USED

To:		Date:	, 20
Resident Engine	eer		
You are hereby notified that the for construction of in the City of San Diego, will	-		
CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	A	AND ADDRESS WHERE IAL CAN BE INSPECTED ce)
It is requested that you arrandelivery, in accordance with accordance with your policy. of full responsibility for incocontract plans and specification undesirable or unsuitable.	Section 4-1.11 of the WHI It is understood that source proparting in the work, mat	TEBOOK, whe inspection does erials that com	ere it is practicable, and in es not relieve the Contractor apply in all respects with the
Distribution:			
Supplier		Yours truly,	
Signature of Supplie	r		Address
		Phone Numbe	r:

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012)
Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue **29** | Page

CONTRACT FORMS AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>T&M Electric, Inc. DBA Perry Electric</u>, herein called "Contractor" for construction of <u>Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and <u>9th Avenue</u>; Bid No. <u>L-14-5815-DBB-2</u>; in the amount of <u>Three Hundred Forty-Seven Thousand Seven Hundred Twenty-Four Dollars and .75/100 (\$347,724.75)</u>, which is comprised of the Base Bid Only.</u>

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue, on file in the office of the Public Works Department as Document No. B-10198, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue Bid Number L-14-5815-DBB-2, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT FORMS (continued)

AGREEMENT

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code 22.3107 authorizing such execution.

·	
THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
	Jan I. Goldsmith, City Attorney
By Styte Carnen	By MAC
Print Name: Stephen Samara Senior Contract Specialist, Public Works Contracting Group	Print Name: Ryan Kohu + Deputy City Attorney
Date: 1-9-2014	Date: 1/10/201 \$
CONTRACTOR	
By MUMBERS	
Print Name: Todd Perry	
Title: President	
Date: 11/13/13	
City of San Diego License No.: <u>B19980</u>	11872
State Contractor's License No.: 747931	

Premium Is For Contract Term And Is Subject To Adjustment Based On Final Contract Price EXECUTED IN TRIPLICATE BOND NO. 5170340 PREMIUM: \$5,216.00

CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

T&M Electric, Inc. DBA Perry Electric	a corporation	, as principal, and
SURETEC INSURANCE COMPANY	a corporation	authorized to do
business in the State of California, as Surety, hereby obligate	thomselves, the	heir successors and
assigns, jointly and severally, to The City of San Diego a mu	nicipal corpora	tion in the sum of
Three Hundred Forty-Seven Thousand Seven Hundred Tv	venty-Four D	ollars and .75/100
(\$347,724,75) for the faithful performance of the annexed contract,	and in the surr	of Three
Hundred Forty-Seven Thousand Seven Hundred Twen	ty-Four Dol	lars and .75/100
(\$347.724.75) for the benefit of laborers and materialmen designate	ed below.	

Conditions:

If the Principal shall faithfully perform the annexed contract Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Ayenue, Bid Number L-14-5815-DBB-2. San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

If the Principal shall promptly pay all persons, firms and corporations furnishing materials for or performing labor in the execution of this contract, and shall pay all amounts due under the California Unemployment Insurance Act then the obligation herein with respect to laborers and materialmen shall be void; otherwise it shall remain in full force.

The obligation herein with respect to leborers and materialmen shall inure to the benefit of all persons, firms and corporations entitled to file claims under the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. of the Civil Code of the State of California.

Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this

bond. NOVEMBER 7, 2013 Dated T & M ELECTRIC, INC. DBA: PERRY ELECTRIC Approved as to Form and Legality Erincipal TODD PERRY, PRESIDENT Printed Name of Person Signing for Principal Jan I. Goldsmith, City Attorney SURETEC INSURANCE COMPANY Deputy City Attorney Surety MARK D. IATAROLA, Attorney-in-fact 3033 FIFTH AVENUE, SUITE 300 Approved Local Address of Surety SAN DIEGO, CA 92103 Local Address (City, State) of Surety Stephen Samara, Senior Contract Specialist, Public Works Contracting Group 619/400-4100 Local Telephone No. of Surety Premium \$ 5,216.00 Premium Is For Contract Term And Is Subject To Adjustment Based On Final Contract Price Bond No. 5170340

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA		,	
County of SAN	DIEGO	}}	
On 11/07/2013 be	efore me,	GLENDA J. GARDNER, NOTARY PUB Here Insert Name and Title of the Officer	ELIC ,
personally appeared	MARK D. IATAF	ROLA Name(s) of Signer(s)	
OFFICIAL SE. GLENDA J. GAR NOTARY PUBLIC-CA COMM. NO. 201 SAN DIEGO CO MY COMM. EXP. MARC	IDNER LIFORNIA 常 12529 DUNTY 出 16, 2017	who proved to me on the basis of satistic the the person(e) whose name(e) is/awithin instrument and acknowledged to executed the same in his/her/their auth and that by his/her/their signature(e) operson(e), or the entity upon behalf of acted, executed the instrument. I certify under PENALTY OF PERJUPT the State of California that the foregoin and correct.	sfactory evidence to re subscribed to the me that he/eho/they norized capacity(lee), on the instrument the which the person(e)
Place Notary Seal Above		Witness my hand and official seal. Signature Signature of Notary Public	? Gaa
	not required by law, udulent removal and	TIONAL ————————————————————————————————————	
Title or Type of Document: FAITH	FUL PERFORMANO	CE BOND AND LABOR AND MATERIAL	LMEN'S BOND
Document Date: 11/07/2013	S.,	Number of Pages:	
Signer(s) Other Than Named Abov	/e:		THE WEST AND ADDRESS AND ADDRESS AS A SECOND STREET, THE SECOND STREET, AND ADDRESS AS A SECON
Capacity(ies) Claimed by Signer	(s)		
Signer's Name: MARK D. IATAROLA Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:		Signer's Name: Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	

ACKNOWLEDGMENT

State of California County of San Diego

On November 14, 2013 before me, Julie D. Walker, Notary Public, personally appeared Todd Perry who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Walk

OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: FAITHFUL PERFORMANCE BOND AND LABOR AND

MATERILAMEN'S BOND / ASH STREET TRAFFIC SIGNAL MODIFICATION

Docun	nent Date: November 7, 2013 Number of Pages:
Signer	(s) Other Than Named Above: Mark d. latarola
Capac	ity(ies) Claimed by Signer
	Individual
<u>X</u>	President / Vice President / Secretary / Treasurer
	Attorney in Fact
	Trustee
	Other:

Signer is Representing: T&M Electric Inc. dba Perry Electric

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michelle M. Basuil, Glenda J. Gardner, Helen Maloney, Mark D. latarola, John G. Maloney

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

THE WAS TO THE PERSON OF THE P

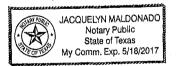
SURETEC INSURANCE COMPANY

John Knox Jr., President

State of Texas County of Harris

ss:

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7TH

day of NOVEM

2013 , A.I

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

PROJECT TITLE: Ash Street Traine Sig	gnai Modification at 2, 3, 7 and 9 Avenue
· · · · · · · · · · · · · · · · · · ·	rements of San Diego City Council Policy No. 100-17 in the WHITEBOOK, Section 7-13.3, "Drug-Free nat;
THE Electric, Inc. DBA (Name under which	h business is conducted)
1 2 1 2	t complies with said policy. I further certify that each ains language which indicates the subcontractor's sions a) through c) of the policy as outlined.
Signed	Men
Printed Name_	Todd Perry
Title Pres	sident

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

THE Electric Inc. DBA Perry Electric
(Name under which business is conducted)

has in place a workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed_

Printed Name

Title President

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Ash Street Traffic Signal Modification at 2 nd , 3 rd , 7 nd and 9 th Avenue
I declare under penalty of perjury that I am authorized to make this certification on behalf of THY Electric. Inc. DBA Perry Electric, as Contractor, that I am familiar
with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.
I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.
Dated this 14th Day of November, 8013.
Signed Julilling
Printed Name Todd Perry
Title President

AFFIDAVIT OF DISPOSAL

WHEREAS, on the LHM DAY OF NOVEMBEV, entered into and executed a contract with the City of San Diego, a			
Ash Street Traffic Signal Modification at 2 nd , 3 rd , 7 th and 9 th Avenue (Name of Project)			
as particularly described in said contract and identified SAP No. (WBS/IO/CC) <u>B-10198</u> ; and WHEREAS, the specific Contractor to affirm that "all brush, trash, debris, and surplus m have been disposed of in a legal manner"; and WHEREAS, said of surplus materials disposed of:	ation of said contract requires the aterials resulting from this project		
Lakeside Land Company			
NOW, THEREFORE, in consideration of the final payment to Contractor under the terms of said contract, the undersigned Consurplus materials as described in said contract have been disposed to Contract have been dispose	tractor, does hereby affirm that all		
and that they have been disposed of according to all applicable law Dated this	_		
Contractor by			
ATTEST:			
State of <u>California</u> County of <u>San Piego</u>			
On this 14 DAY OF November, 2013 Public in and for said County and State, duly commissioned known to me to be the Contractor named in the foregoing Release, and whose meaning the contractor named in the foregoing Release, and whose meaning the contractor named in the foregoing Release, and whose meaning the contractor named in the foregoing Release, and whose meaning the contractor named in the foregoing Release, and whose meaning the contractor named in the foregoing Release, and whose meaning the contractor named in the foregoing Release.	and sworn, personally appeared ame is subscribed thereto, and		
acknowledged to me that said Contractor executed the said Release			
Notary Public in and for said County and State All D Walk	JULIE D. WALKER Commission # 1976936 Notary Public - California San Diego County		
Affidavit of Disposal (Rev. July 2012) Ash Street Traffic Signal Modification at 2 nd , 3 rd , 7 th and 9 th Avenue	San Diego County My Comm. Expires May 28, 2016		

SUPPLEMENTARY SPECIAL PROVISIONS

The following Supplementary Special Provisions (SSP) modifies the following documents:

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
- 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 TERMS AND DEFINITIONS.

Normal Working Hours. To the City Supplement, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
 - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

SECTION 4 - CONTROL OF MATERIALS

4-1.6 Trade Names or Equals. ADD the following:

You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) **no less than 15 Working Days prior to Bid due date** and on a City form when provided by the City.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-2.1 Moratoriums. To the City Supplement, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

a) Ash Street from 2nd Avenue to 9th Avenue from Thanksgiving Day to New Year's Day (inclusive).

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SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

The insurance provisions herein must not be construed to limit your indemnity obligations contained in the Contract.

7-3.1 Policies and Procedures.

- 1. You must procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
- 2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- 3. You must maintain this insurance for the duration of this contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this contract.
- 4. Payment for insurance is included in the various items of Work as bid by you, and except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any work under this contract until you have provided and the City has approved all required insurance.
- 5. Policies of insurance must provide that the City is entitled to 30 days (10 days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

- 1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
- 2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.

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4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

General Annual Aggregate Limit	Limits of Liability
	·
Other than Products/Completed Operations	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.
- **Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this contract as described herein must be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.
- **7-3.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers must be subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document must be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.

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- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.
- **7-3.5.1.3 Project General Aggregate Limit.** The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.
- 7-3.5.2 Commercial Automobile Liability Insurance.
- **Additional Insured.** Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.
- **7-3.6 Deductibles and Self-Insured Retentions.** You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.
- **7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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- **7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:
- 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.
 - 1. In accordance with the provisions of §3700 of the California Labor Code, you must provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.
 - 2. Limits for this insurance must be not less than the following:

Workers' Compensation	Statutory Employers Liability	
-		
Bodily Injury by Accident	\$1,000,000 each accident	
Bodily Injury by Disease	\$1,000,000 each employee	
Bodily Injury by Disease	\$1,000,000 policy limit	

- 3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.
- **7-4.1.1 Waiver of Subrogation.** The policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City, and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from work performed by the Named Insured for the City.
- **7-5 PERMITS, FEES, AND NOTICES.** To the City Supplement, ADD the following:

The City will obtain, at no cost to the Contractor; the following permits:

- 1. Caltrans Encroachment Permit
- **7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 ³4".
- 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

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SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplement, DELETE in its entirety.

SECTION 9 - MEASUREMENT AND PAYMENT

- **9-3.2.5 Withholding of Payment.** To the City Supplement, item i), DELETE in its entirety and SUBSTITUTE with the following:
 - i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-2.21 (86-2.16A) Painting. ADD the following;

All poles, mast arms, and appurtenances shall be painted CCDC dark blue. Contractor shall provide a paint chip for approval prior to material release.

209-6.4 Induction Cobra Head Luminaire. To the City Supplement, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

SECTION 300 – EARTHWORK

- **Payment.** To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
 - 2. Payment for existing pavement removal and disposal of up to 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

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SECTION 707 – RESOURCE DISCOVERIES

ADD:

707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for Ash St Signal Modification; WBS #B-10198.02.06 as referenced in the Contract Appendix. You must comply with all requirements of the Notice of Exemption as set forth in the Contract Appendix.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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SUPPLEMENTARY SPECIAL PROVISIONS **APPENDICES**

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APPENDIX A

Notice of Exemption

NOTICE OF EXEMPTION

(Check one or both) TO: X RECORDER/COUNTY CLE P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROO SAN DIEGO, CA 92101-2	3 DM 260	FROM:	CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
OFFICE OF PLANNING AN 1400 TENTH STREET, RO SACRAMENTO, CA 9581	ID RESEARCH DOM 121		SAN DIEGO, CA 72101
PROJECT TITLE: Ash St. Signal Modification	ons; WBS #B-10198.02.06		
PROJECT LOCATION-SPECIFIC: Ash St. at	2 nd , 3 rd , 7 th , 9 th Aves. within	the Down	town Community Planning Area.
PROJECT LOCATION-CITY/COUNTY: San D	Diego/San Diego		
be limited to trenching (18") and installing new signal poles and equipments and insta	h Street and 7 th Avenue and g conduits, removing existing alling new pedestrian curb rate.	Ash Stree traffic sig nps. Traff	by traffic signals at Ash Street and Second at and 9th Avenue. The work will include, but not gnal poles and other signal equipment, installing fic control measures and Best Management tirely within the City's developed public right-
NAME OF PUBLIC AGENCY APPROVING PRO	OJECT: City of San Diego		
Name of Person or Agency Carrying (600 B Street,	Suite 800	
EXEMPT STATUS: (CHECK ONE) () MINISTERIAL (SEC. 21080(b)(1) () DECLARED EMERGENCY (SEC. 210) () EMERGENCY PROJECT (SEC. 210) (X) CATEGORICAL EXEMPTION: 153 () STATUTORY EXEMPTIONS:	y; 15268); 21080(b)(3); 15269(a)); 280(b)(4); 15269 (b)(c)		
search was conducted which identified two and 9th Streets. Although historical materi work for the current activity within the inte archaeological resources could be impacte previously disturbed by street and utility in	o recorded historical discover als were recovered, the discoversections of 7th & Ash and 9 d based on the records search approvements and would not	ries on pri overies we 9th & Ash n results a result in a	mental review for the above project and a record vate properties adjacent to Ash Street between 8th re determined not to be significant. The scope of a was reviewed by qualified staff to determine if bove and noted that the project area has been rechaeological impacts. Therefore, the project TRUCTION and none of the exceptions listed in
LEAD AGENCY CONTACT PERSON: MYRA H	HERRMANN, SENIOR PLANNER	<u>T</u>	ELEPHONE: (619) 446-5372
IF FILED BY APPLICANT: 1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION BE () YES () NO	EN FILED BY THE PUBLIC AGE		
IT IS HEREBY CERTIFIED THAT THE CITY OF SIGNATURE/TITLE	SAN DIEGO HAS DETERMINED SENIOR PLANNER	D THE ABC	DVE ACTIVITY TO BE EXEMPT FROM CEQA JANUARY 30, 2013 DATE
CHECK ONE: (X) SIGNED BY LEAD AGENCY (X) SIGNED BY APPLICANT	Date R	ECEIVED F	OR FILING WITH COUNTY CLERK OR OPR:

APPENDIX B

Fire Hydrant Meter Program

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
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FIRE HYDRANT METER PROGRAM		October 15, 2002
(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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- 2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
- 3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
- 4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
- 5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
- 6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
- 7. All private fire hydrant meters shall have backflow devices attached when installed.
- 8. The customer must maintain and repair their own private meters and private backflows.
- 9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
- 10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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- 11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any reinstallation.
- 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
- 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
- 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

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- 2. Construction and maintenance related activities (see Tab 2).
- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 **Disconnection of Fire Hydrant Meter**

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) **Vehicle Mounted Meters**: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. FEE AND DEPOSIT SCHEDULES

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Larry Gardner
Water Department Director

Tabs: 1. Fire Hydrant Meter Application

2. Construction & Maintenance Related Activities With No Return

To Sewer

3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters

Fire Hydrant

Fire Hydrant Meter Program

Meters, Floating or Vehicle Mounted

Mobile Meter

Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) **Hydrant Meter**

Application Date

(For Office Use Only)

·	• •	
NS REQ	FAC#	
DATE	ВҮ	

Requested Install Date:

METER SHOP (619) 527-7449

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meter imormation				<u> </u>	 		
Fire Hydrant Location: (Attach Detailed Map//	Thomas Bros. Map Locat	ion or Constr	ruction drawing.) <u>Zip:</u>		<u>T.B.</u>	<u>G.B.</u> (CITY USE)
Specific Use of Water:					<u> </u>		
Any Return to Sewer or Storm Drain, If so , ex	plain:						
Estimated Duration of Meter Use:					Check Bo	x if Reclaimed V	Vater
Company Information							
Company Name:							
Mailing Address:						Minimum and the second	
City:	State:	Zi	p:	Pho	ne: ()	
*Business license#		*Contr	ractor license#	#			
A Copy of the Contractor's license	OR Business License	e is requir	ed at the time	of mete	r issuan	ce.	
Name and Title of Billing Agen (Person in accounts payable)	t:			Pho	ne: ()	
Site Contact Name and Title:				Pho	ne: ()	
Responsible Party Name:				Title	:		
Cal ID#				Pho	ne: ()	
Signature:	•	Dat	te:				
Guarantees Payment of all Charges Resulting from t	he use of this Meter. <u>Insure</u> s	that employee	es of this Organization	n understan	d the proper	r use of Fire Hydra	nt Meter
		\$.					
Fire Hydrant Meter Remo	val Request		Requested F	Removal	Date:		
Provide Current Meter Location if Different fro	m Above:						
Signature:			Title:	,		Date:	
Phone: ()	State: Zip: Phone: () *Contractor license# Gense OR Business License is required at the time of meter issuance. g Agent: Phone: () Fitle: Phone: () Date: Insures that employees of this Organization understand the proper use of Fire Hydrant Meter Removal Request Requested Removal Date: ferent from Above:						
							·

	City Meter	Private Meter		
Con	tract Acct #:		Deposit Amount: \$ 936.00	Fees Amount: \$ 62.00
Met	er Serial #	·	Meter Size: 05	Meter Make and Style: 6-7
			,	Backflow
Back	kflow#		Backflow Size:	Make and Style:
Nam	ne:		Signature:	Date:
	Appendix B - Fire Hy	drant Meter Program		51 Page

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing

Backfilling

Combination Cleaners (Vactors)

Compaction

Concrete Cutters

Construction Trailers

Cross Connection Testing

Dust Control

Flushing Water Mains

Hydro Blasting

Hydro Seeing

Irrigation (for establishing irrigation only; not continuing irrigation)

Mixing Concrete

Mobile Car Washing

Special Events

Street Sweeping

Water Tanks

Water Trucks

Window Washing

Note:

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date
Name of Responsible Party Company Name and Address Account Number:
Subject: Discontinuation of Fire Hydrant Meter Service
Dear Water Department Customer:
The authorization for use of Fire Hydrant Meter #
City of San Diego Water Department Attention: Meter Services 2797 Caminito Chollas San Diego, CA 92105-5097
Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619)
·
Sincerely,
Water Department

APPENDIX C

Materials Typically Accepted by Certificate of Compliance

Materials Typically Accepted by Certificate of Compliance

- 1. Soil amendment
- 2. Fiber mulch
- 3. PVC or PE pipe up to 16 inch diameter
- 4. Stabilizing emulsion
- 5. Lime
- 6. Preformed elastomeric joint seal
- 7. Plain and fabric reinforced elastomeric bearing pads
- 8. Steel reinforced elastomeric bearing pads
- 9. Waterstops (Special Condition)
- 10. Epoxy coated bar reinforcement
- 11. Plain and reinforcing steel
- 12. Structural steel
- 13. Structural timber and lumber
- 14. Treated timber and lumber
- 15. Lumber and timber
- 16. Aluminum pipe and aluminum pipe arch
- 17. Corrugated steel pipe and corrugated steel pipe arch
- 18. Structural metal plate pipe arches and pipe arches
- 19. Perforated steel pipe
- 20. Aluminum underdrain pipe
- 21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
- 22. Metal target plates
- 23. Paint (traffic striping)
- 24. Conductors
- 25. Painting of electrical equipment
- 26. Electrical components
- 27. Engineering fabric
- 28. Portland Cement
- 29. PCC admixtures
- 30. Minor concrete, asphalt
- 31. Asphalt (oil)
- 32. Liquid asphalt emulsion
- 33. Epoxy

APPENDIX D

Sample City Invoice

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123							Contractor's Name:					
							Contractor's Address:					
SAP No. (WBS/IO/CC)							Contractor 5 Audi C55.					
	rchase Order No.					Contract	or's Phone	#:		Invoice No.		
_	t Engineer (RE):						or's Fax #:			Invoice Date:		
		DE E. //.							D'II' D			
RE Pho	one#:	RE Fax#:	Contro	ct Authorizat	on.	Contact N	Name: S Estimate	This E	Billing Postimate	eriod: Totals t	o Doto	
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / QTY	Amount	
1	2 Parallel 4" PVC C900	LF	1,380			_	Amount	76 / Q11	Amount	70 / Q11	Amount	
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00							
	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00							
			-,	722100	φε>,εσσ.σσ							
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00							
	Demo	LS	1	\$14,000.00								
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00							
	General Site Restoration	LS	1	\$3,700.00								
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00							
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00							
10	Bonds	LS	1	\$16,000.00	\$16,000.00							
11	Field Orders	AL	1	80,000	\$80,000.00							
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00							
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00							
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00							
11.4	Field Order 4	LS	6,500	\$1.00								
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00							
	CHANGE ORDERS				. ,							
Change	Order 1	4,890										
Items 1		,			\$11,250.00							
Item 5-	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)							
Change	Order 2	160,480										
Items 1	-3				\$95,000.00							
	Deduct Bid Item 1	LF	380	-\$340.00								
	Encrease bid Item 9	LF	8	\$9,800.00	\$78,400.00							
	Order 3 (Close Out)	-121,500										
	Deduct Bid Item 3	T C	53	-500.00								
	Deduct Bid Item 4	LS	-1	45,000.00	(4 -) ,							
Items 3	-9		1	-50,500.00	(\$50,500.00)			Total				
5	SUMMARY							This	\$ -	Total Billed	\$0.00	
A. Orig	inal Contract Amount						Ret	tention an	d/or Escro	w Payment Sche	dule	
B. Approved Change Order 1 Thru 3							1			this billing		
C. Total Authorized Amount (A+B)										PO or in Escrow		
D. Total Billed to Date										Transfer in Escrow	:	
							1			om PO/Escrow:	-	
E. Less Total Retention (5% of D) F. Less Total Previous Payments							Ann to Ke	rease to CC	muactoi II	om i O/Esciow.		
	nent Due Less Retention					Contract	or Signatu	re and Do	to.			
	naining Authorized Amount					Contract	or signatu	i c anu Da				
11. Kell	anning Authorized Alhount					l	1					

APPENDIX E

Caltrans Permit

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT Page 1 of 3 TR-0120 (REV. 6/2000) Permit No. 11-12-NTK-0710 Dist/Co/Rte/PM In compliance with (Check one): 11-SD-163/0.59 **DECEMBER 26, 2012** Your application of Date MARCH 29, 2013 Utility Notice No. Fee Paid Deposit **EXEMPT** EXEMPT Agreement No. Performance Bond Amount (1) Payment Bond Amount (2) R/W Contract No. 0.00 0.00 Bond Company N/A Bond Number (1) Bond Number (2) N/A N/A CITY OF SAN DIEGO TO: 600 B STREET, SUITE 800 MS 908A SAN DIEGO, CA 92101 ATTN: JIE XIAO PERMITTEE PHONE: (619) 533-5496 And subject to the following, PERMISSION IS HEREBY GRANTED to: enter upon State Highway right of way in San Diego County, City of San Diego, on Route 163, post mile 0.59, to place temporary traffic control to facilitate work outside of the right of way, as shown on the attached plans, in accordance with the requirements and conditions contained herein, and as further directed or approved by the State's Inspector, Vaughn Johnson, telephone number (619) 220-5483, cell number (858) 518-3987. The State's inspector shall be notified seven working days prior to starting work. Working hours shall be 9:00 p.m. to 5:00 a.m., Sunday through Thursday, or as directed or approved by the State's Inspector. No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein. (CONTINUED) THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER In addition to fee, the permittee will be billed The following attachments are also included as part of this permit (Check applicable): actual costs for: Yes No General Provisions Review Yes No Yes No Utility Maintenance Provisions No Inspection Yes Yes No Special Provisions No Field Work Yes Yes No A Cal-OSHA permit, if required: Permit No. Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects (If any Caltrans effort expended) Yes No Water Pollution Control Plan Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit. MARCH 31, 2014. This permit is void unless the work is complete before This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained. SM:sm APPROVED:

Contractor

Berman, District Director

M. Markey, District Permit Engineer

Permits

Permittee

BStinnett, Reg. Mgr. VJohnson, Inspector CITY OF SAN DIEGO 11-12-NTK-0710 MARCH 29, 2013 PAGE TWO

Permittee's contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$2,050.00 will be required upon submittal of the application to perform the work.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing ramps and shoulders in accordance with Part 6 of the January, 2012 edition of the California Manual on Uniform Traffic Control Devices (California MUTCD), the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications, and these special provisions, including the attached TRAFFIC CONTROL SYSTEMS, T-10A (SHOULDER CLOSURE), T-14 and the attached TRAFFIC CONTROL PLANS.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

CITY OF SAN DIEGO 11-12-NTK-0710 MARCH 29, 2013 PAGE THREE

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee's contractor is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee's contractor.

- AUTHORITY: The Department's authority to issue encroachment permits is provided under, Div. 1, Chpt. 3, Art. 1, Sect. 660 to 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five days notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. These General Provisions and the Encroachment Permit Utility Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State highway right of way are exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay permit fees when due can result in rejection of future applications and denial of permits.
- ASSIGNMENT: No party other than the permittee or permittee's authorized agent is allowed to work under this permit.
- 5. ACCEPTANCE OF PROVISIONS: Permittee understands and agrees to accept these General Provisions and all attachments to this permit, for any work to be performed under this permit.
- 6. BEGINNING OF WORK: When traffic is not impacted (see Number 35), the permittee shall notify the Department's representative, two (2) days before the intent to start permitted work. Permittee shall notify the Department's Representative if the work is to be interrupted for a period of five (5) days or more, unless otherwise agreed upon. All work shall be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this permit.
- 7. STANDARDS OF CONSTRUCTION: All work performed within highway right of way shall conform to recognized construction standards and current Department Standard Specifications, Department Standard Plans High and Low Risk Facility Specifications, and Utility Special Provisions. Where reference is made to "Contractor and Engineer," these are amended to be read as "Permittee and Department representative."
- PLAN CHANGES: Changes to plans, specifications, and permit
 provisions are not allowed without prior approval from the State
 representative.
- 9. INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. Upon completion of work, permittee shall request a final inspection for acceptance and approval by the Department. The local agency permittee shall not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
- 10. PERMIT AT WORKSITE: Permittee shall keep the permit package or a copy thereof, at the work site and show it upon request to any Department representative or law enforcement officer. If the permit package is not kept and made available at the work site, the work shall be suspended.
- 11. CONFLICTING ENCROACHMENTS: Permittee shall yield start of work to ongoing, prior authorized, work adjacent to or within the limits of the project site. When existing encroachments conflict with new work, the permittee shall bear all cost for rearrangements, (e.g., relocation, alteration, removal, etc.).
- 12. PERMITS FROM OTHER AGENCIES: This permit is invalidated if the permittee has not obtained all permits necessary and required by

- law, from the Public Utilities Commission of the State of California (PUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe minimum passageway of 4' shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.09 Public Safety of the Department Standard Specifications.
- 14. PUBLIC TRAFFIC CONTROL: As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for traveling public's safety. While providing traffic control, the needs and control of all road users [motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA)] shall be an essential part of the work activity.
 - Day and night time lane closures shall comply with the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control), Standard Plans, and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care, greater than or different from, as required by law.
- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed. On conventional highways, permittee shall place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, Flagger Control).
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this specific encroachment permit. If Encroachment Permit Special Provisions allow for the storage of equipment or materials within the State right of way, the equipment and material storage shall comply with Standard Specifications, Standard Plans, Special Provisions, and the Highway Design Manual. The clear recovery zone widths must be followed and are the minimum desirable for the type of facility indicated below: freeways and expressways 30', conventional highways (no curbs) 20', conventional highways (with curbs) 1.5'. If a fixed object cannot be eliminated, moved outside the clear recovery zone, or modified to be made yielding, it should be shielded by a guardrail or a crash cushion.
- 17. CARE OF DRAINAGE: Permittee shall provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Standard Specifications, Standard Plans and/or as directed by the Department's representative.
- 18. RESTORATION AND REPAIRS IN RIGHT OF WAY: Permittee is responsible for restoration and repair of State highway right of way resulting from permitted work (State Streets and Highways Code, Sections 670 et. seq.).

- 19. RIGHT OF WAY CLEAN UP: Upon completion of work, permittee shall remove and dispose of all scraps, brush, timber, materials, etc. off the right of way. The aesthetics of the highway shall be as it was before work started.
- 20. COST OF WORK: Unless stated in the permit, or a separate written agreement, the permittee shall bear all costs incurred for work within the State right of way and waives all claims for indemnification or contribution from the State.
- 21. ACTUAL COST BILLING: When specified in the permit, the Department will bill the permittee actual costs at the currently set hourly rate for encroachment permits.
- AS-BUILT PLANS: When required, permittee shall submit one (1) set of folded as-built plans within thirty (30) days after completion and approval of work in compliance with requirements listed as follows:
 - 1. Upon completion of the work provided herein, the permittee shall send one vellum or paper set of As-Built plans, to the State representative. Mylar or paper sepia plans are not acceptable.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - 3. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a State stamp, or Caltrans representative signature, shall be used for producing the As-Built plans.
 - 4. If As-Built plans include signing or striping, the dates of signing or striping removal, relocation, or installation shall be shown on the plans when required as a condition of the permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage shall show the removal, relocation or installation dates of the appropriate staged striping and signing.
 - As-Built plans shall contain the Permit Number, County, Route, and Post Mile on each sheet.
 - 6. Disclaimer statement of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code, shall not be included on the As-Built plans. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department of Transportation retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future permits, or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the right of way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt permit is issued to the permittee for the purpose of providing a notice and record of work. The Permittee's prior rights shall be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" shall be stamped across the face of the permit.
- 24. BONDING: The permittee shall file bond(s), in advance, in the amount set by the Department. Failure to maintain bond(s) in full force and effect will result in the Department stopping of all work and revoking permit(s). Bonds are not required of public corporations or privately owned utilities, unless permittee failed to comply with the provision and conditions under a prior permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedures, Section 337.15. Local agency permittee shall comply with requirements established as follows: In recognition that

project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local agency permittee agrees to require the construction contractor furnish both a payment and performance bond in the local agency's name with both bonds complying with the requirements set forth in Section 3-1.02 of State's current Standard Specifications before performing any project construction work. The local agency permittee shall defend, indemnify, and hold harmless the State, its officers and employees from all project construction related claims by contractors and all stop notice or mechanic's lien claimants. The local agency also agrees to remedy, in a timely manner and to State's satisfaction, any latent defects occurring as a result of the project construction work.

- 25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee shall comply with said notice at his sole expense.
- 26. ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are revealed in the work vicinity, the permittee shall immediately stop work, notify the Department's representative, retain a qualified archaeologist who shall evaluate the site, and make recommendations to the Department representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are directed to State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.
- RESPONSIBILITY FOR DAMAGE: The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California, all officers, employees, and State's contractors, thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers, employees, and State contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers, employees, and State's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or acting on behalf of the permittee.

For the purpose of this section, "State's contractors" shall include contractors and their subcontractors under contract to the State of California performing work within the limits of this permit.

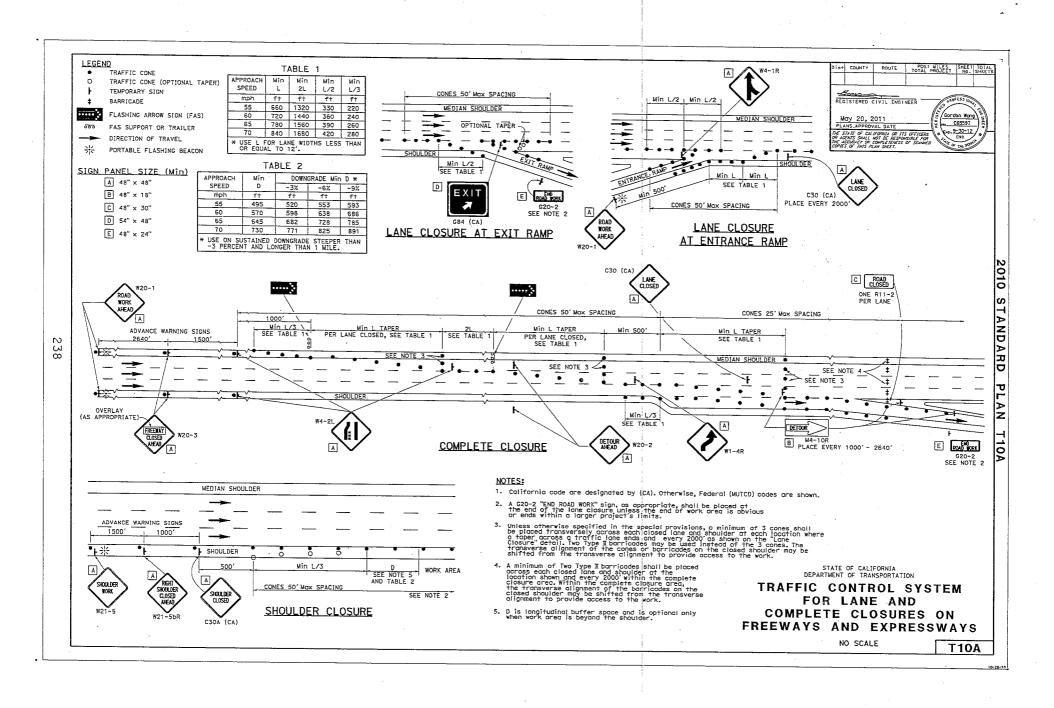
- NO PRECEDENT ESTABLISHED: This permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
 - A. The permittee, for himself, his personal representative, successors in interest, and assigns as part of the consideration hereof, does hereby covenant and agree that:
 - 1. No person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - 2. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination shall be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - 3. That such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the right of way.
 - 4. That the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
 - 5. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the land and the facilities thereon, and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE OF HIGHWAYS: The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code Section 682.5, the Department of Transportation shall not be responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State and the city or county against any and all claims arising out of any activity for which the permit is issued.

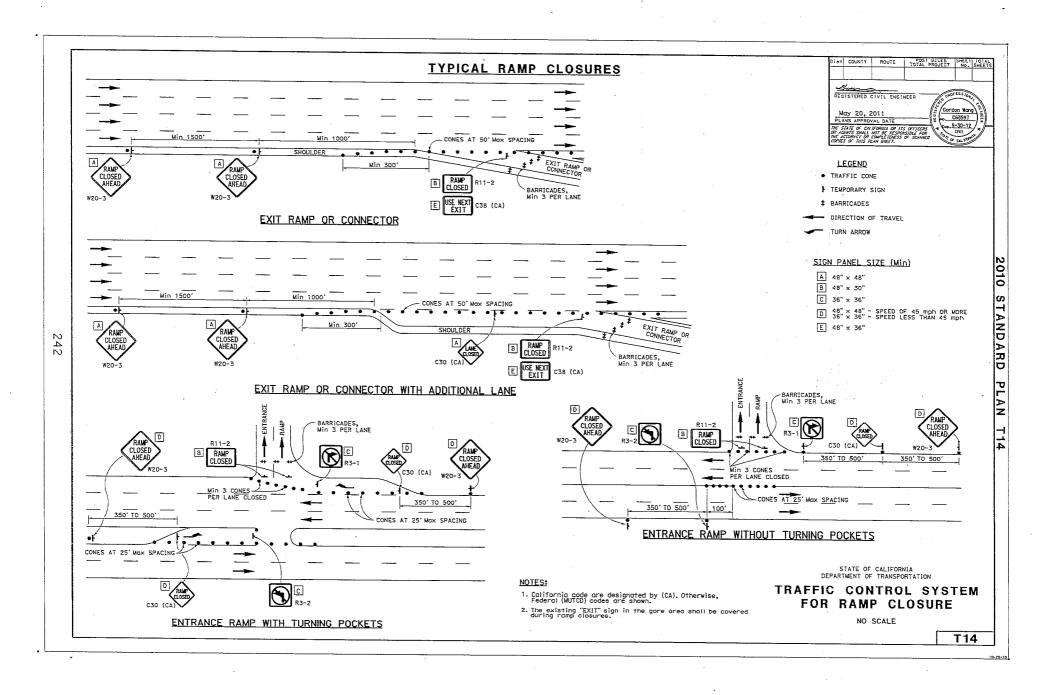
The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the event, and further agrees to indemnify and save harmless the State of California, all officers and employees thereof, including but not limited to the Director of Transportation, from any claims or liability arising out of or by virtue of said Act.

33. PRIVATE USE OF RIGHT OF WAY: Highway right of way shall not be used for private purposes without compensation to the State.

- The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
- 34. FIELD WORK REIMBURSEMENT: Permittee shall reimburse State for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or clear debris not attended to by the permittee.
- 35. NOTIFICATION OF DEPARTMENT AND TMC: The permittee shall notify the Department's representative and the Transportation Management Center (TMC) at least 7 days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur 3 days before closure or other potential traffic impacts. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative shall be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The permittee, upon notification by the Department's representative, shall immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension shall be borne by the permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:

 Any excavation requires compliance with the provisions of Government Code Section 4216 et. seq., including, but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee shall provide notification at least 48 hours before performing any excavation work within the right of way.





CONTR RAFFI(

ASH STREET @ 9TH AVENUE TRAFFIC CONTROL PLANS

RECOMMENDED SIGN SPACING FOR ADVANCE WARNING SIGN SERIES

APPROACH SPEED	MINIMUM DISTANCE IN FEET BETWEEN SIGNS AND	MAXIMUM DEVICE SPACING	MINIMUM TAPER LENGTHS FOR LANE WIDTHS •				
(MPH)	FROM LAST SIGN TO TAPER	IN FEET	IO FT	HFT	I2 FT		
25	150-200	25	105	115	125		
30	200-300	30	150	165	180		
35	250-400	35	205	225	245		
40	350-500	40	265	295	320		
45	500-750	45	450	495	540		
50	500-1000	50	500	550	600		
55+	500 -1 500	50	550	605	660		

• L=WS /60 FOR SPEED OF 40 MPH OR LESS, L=WS FOR SPEED GREATER THAN 40 MPH. TAPER LENGTHS SHOWN ARE ROUNDED TO NEAREST 5 FEET. TABLE 2

RECOMMENDED TAPER LENGTH AND DEVICE SPACING FOR CHANNELIZING TAPERS

APPROACH SPEED	TAPER LENGTH	SPACING OF CONES ALONG TAPER	NOTE: TAPER FORMUL	_A
(MPH) 25	(L) • 125	(FEET) ± 25	L = S x W	for speeds greater than 40 mph
30 35 40	180 245 320	30 35 40	$L = \frac{W \times S^2}{60}$	for speeds of 40 mph or less
45 50	540 600	45 50		40 mph or 1655
· 50+	660	50	₩here: L = minimum	length of taper
			C = oumortoo	tudua of ADDDOACH

S = numerical value of APPROACH speed prior to work (mph)

W = width of offset (feet)

I. VALIDATION, THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED, THE CONTRACTOR SHALL, PER SECTION 7-10.1.3 OF THE CONTRACT SPECIAL PROVISIONS, CALL THE ENGINEERING TRAFFIC CONTROL SECTION AT (858) 495-4741TO OBTAIN A PERMIT. THE CONTRACTOR MUST CALL A MINMOUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.

TRAFFIC CONTROL NOTES:

2. STANDARDS, THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

a. CITY OF SAN DIEGO STANDARD DRAWINGS, APPENDIX "A";

b. CALTRANS MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES; AND C. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"), INCLUDING REGIONAL AND CITY OF SAN DIEGO SUPPLEMENT AMENDMENTS,

3. NOTIFICATIONS THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:

FIRE DEPARTMENT DISPATCH POLICE DEPARTMENT TRAFFIC WASTE MANAGEMENT DEPT. STREET DIVISION/ELECTRICAL SAN DIEGO TRANSIT MTDB UNDERGROUND SERVICE ALERT

(STREET OR ALLEY CLOSURE)
(STREET OR ALLEY CLOSURE)
(REFUSE COLLECTION)
(TRAFFIC SIGNALS)
(BUS STOPS)
(TAXIZONES)
ANY EXCAVATION)

(858) 573-1300 (858) 495-7800 (858) 694-7000 (619) 527-7500 (619) 238-0100 x424 (619) 595-7030 (800) 422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS, THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.

4. POSTING NO PARKING SIGNS. THE CONTRACTOR SHALL POST 'TOW-AWAY/NO PARKING' SIGNS TWENTY-FOUR 124) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS.

5. EXCAVATIONS, EXCEPT AS SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLOBOED, UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURPACE FOR TRAFFIC, WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES OPEN TO TRAFFIC, EXCEPT AS SHOWN ON THE PLANS.

6. RESTORATION OF TRAFFIC CONTROL DEVICES, THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL REPAIRS AND REPLACEMENTS SHALL BE GUIAL TO EXISTING IMPROVEMENTS. LOOP DETECTORS SHALL BE REPLACED WITHIN THREE (3) WORKING DAYS OF COMPLETION OF UNDERGROUND WORK.

7. CHANGES IN WORK. THE RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. SUCH CHANGES SHALL SUPERSEDE THESE PLANS.

8. FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS, THE CONTRACTOR SHALL, PER SECTION 7-10.LIOF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER, THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE STROP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL PLAN TO THE PLANT TO THIS WORK.

APPROVED ENCRGACHMENT PERMIT PLAN 1112-N/K 0710

Permit No.: MAR 2 9 2013

RECEIVED

FEB 1 5 2013

CALTRANS-PERMIT

MINIMUM ØF 5 WORKING DAYS NOTIFICATION REQUIRED FOR CONSTRUCTION WORK WHICH AFFECTS TRAFFIC SIGNALS CALL (858) 495-4741

TRAFFIC CONTROL SIGNS ROAD LANE DETOUR RIGHT LANE PREPARED CONSTRUCTION AHEAD CLOSED CLOSED CLOSED TO STOP AHEAD AHEAD . W20-I W20-2 W20-5(RT) W3-4 C30(CA) W20-5(LT) W4-2(LT) 3 FND RIGHT KEEP NARRO# CONSTRUCTION TURN LANE G20-2 RIGHT R9-3a ONLY CI2(CA) R4I (CA) R4-7a W4-2(RT) C9A(CA) **P** A END SIDEWALK CLOSED DETOUR **DETOUR** R9-9 M4-IO (RT) * BASED ON 12-FOOT WIDE LANE. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTHS LESS THAN 12 FEET R3-1 R3-2 M4~8A R3-4 RAMP RIGHT LANE SIDEWALK CLOSED CLOSED DETOUR RAMP DETOUR MUST CLOSED CROSS HERE TURN RIGHT AHEAD SC3(CA) 9PM-6AM M4-IO (L.T) R3-7 R9-II W4-1 SC6-4(CA) W20-3 (RAMP) **T** SHARE 040 1 DETOUR ROAD BIKE LANE THE CLOSED DETOUR CLOSED M4-8(MOD) ROAD AHEAD RII-2

NOTE: ALL SIGNS ARE STANDARD SIZE

W20-5(BIKE)

₩I6-I

LEGEND DELINEATOR OR CONE SIGN

M4-9b

TRAFFIC DIRECTIONAL ARROW

FLASHING ARROW BOARD

BARRICADE

WORKING AREA

ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

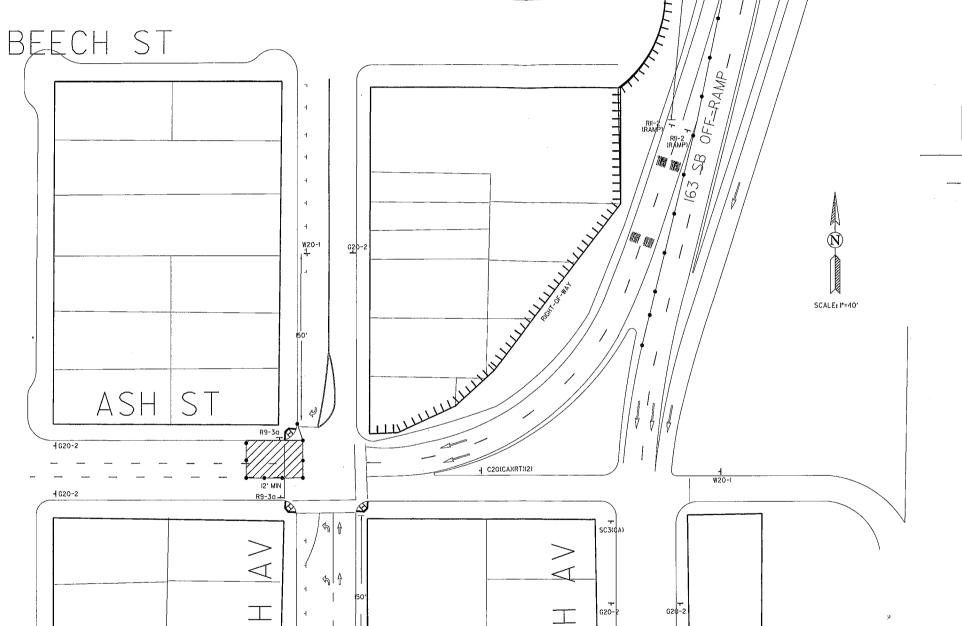
		CAPITA		S DEPAR		was _	B-10198
	FOR CITY ENGINEER			DATE			XIAO ATE ENGINEER
	DESCRIPTION ORIGINAL	BY CS	APPROVED	DATE	FILMED		ON SMITH
CHO NEED +1							02-1719 COORDINATE
							4-6280407 COORDINATE
**// 	CONTRACTOR		MATE STARTE			2961	9- T1 -D

Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

T_1

MATCHLINE SHEET T-3 APPROVED ENCROACHMENT PERMIT PLAN 11/2 NTK0710

MAR 2 9 2013



W20-1 W20-1

PHASE I

- TRENCHING

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858–495–4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

TRAFFIC SIGNAL TO REMAIN OPERATIONAL

RECEIVED

FEB 1 5 2013

CALTRANS-PERMIT

T-2

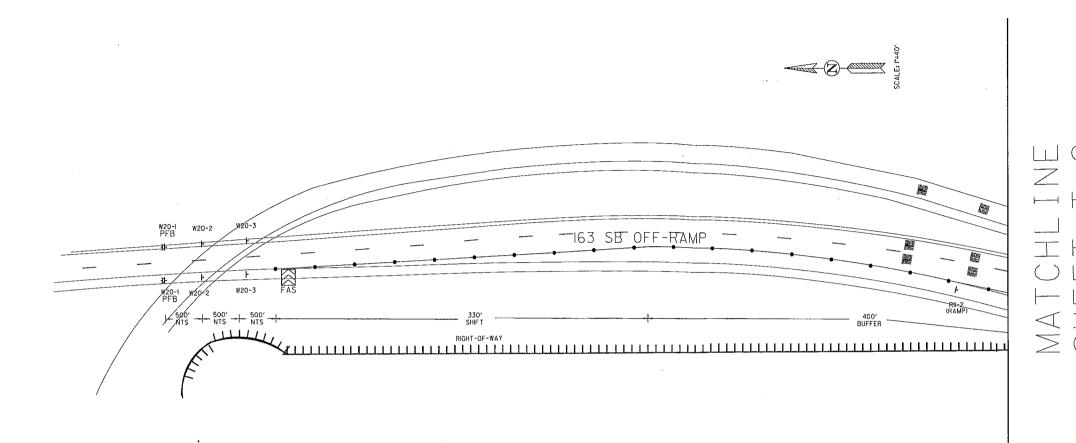
ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

ENGINEERING AND SHEET	CAPITA		S DEPAR		was <u>B-IOI98</u>
FOR CITY ENGINEER			DATE		JIE XIAO ASSOCIATE ENGINEER
DESCRIPTION ORIGINAL	BY CS	APPROVED	DATE	FILMED	CORSON SMITH PROJECT ENGINEER
					202-1719 00827 GOORDINATE
		1842444-6280407			

__ DATE STARTED __



29619-T2-D



APPROVED ENCROACHMENT PERMIT PLAN

RECEIVED

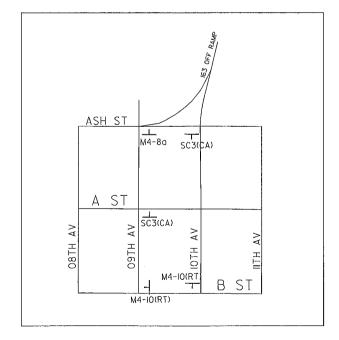
MAR 2 9 2013

11/2 NTK0710

FEB 1 5 2013

CALTRANS-PERMIT

DETOUR MAP



TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858-496-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

TRAFFIC SIGNAL TO REMAIN OPERATIONAL

- TRENCHING

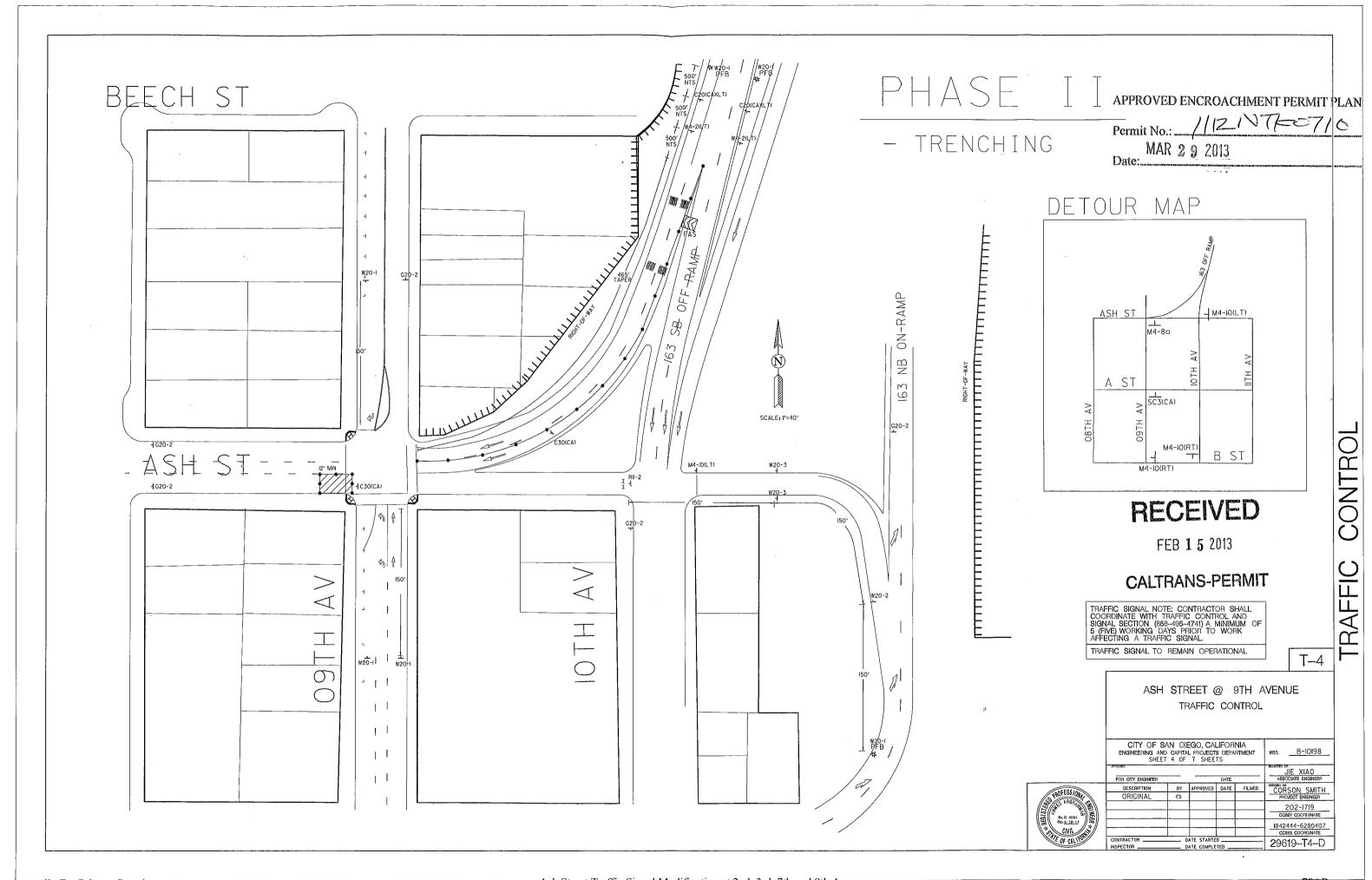
T-3

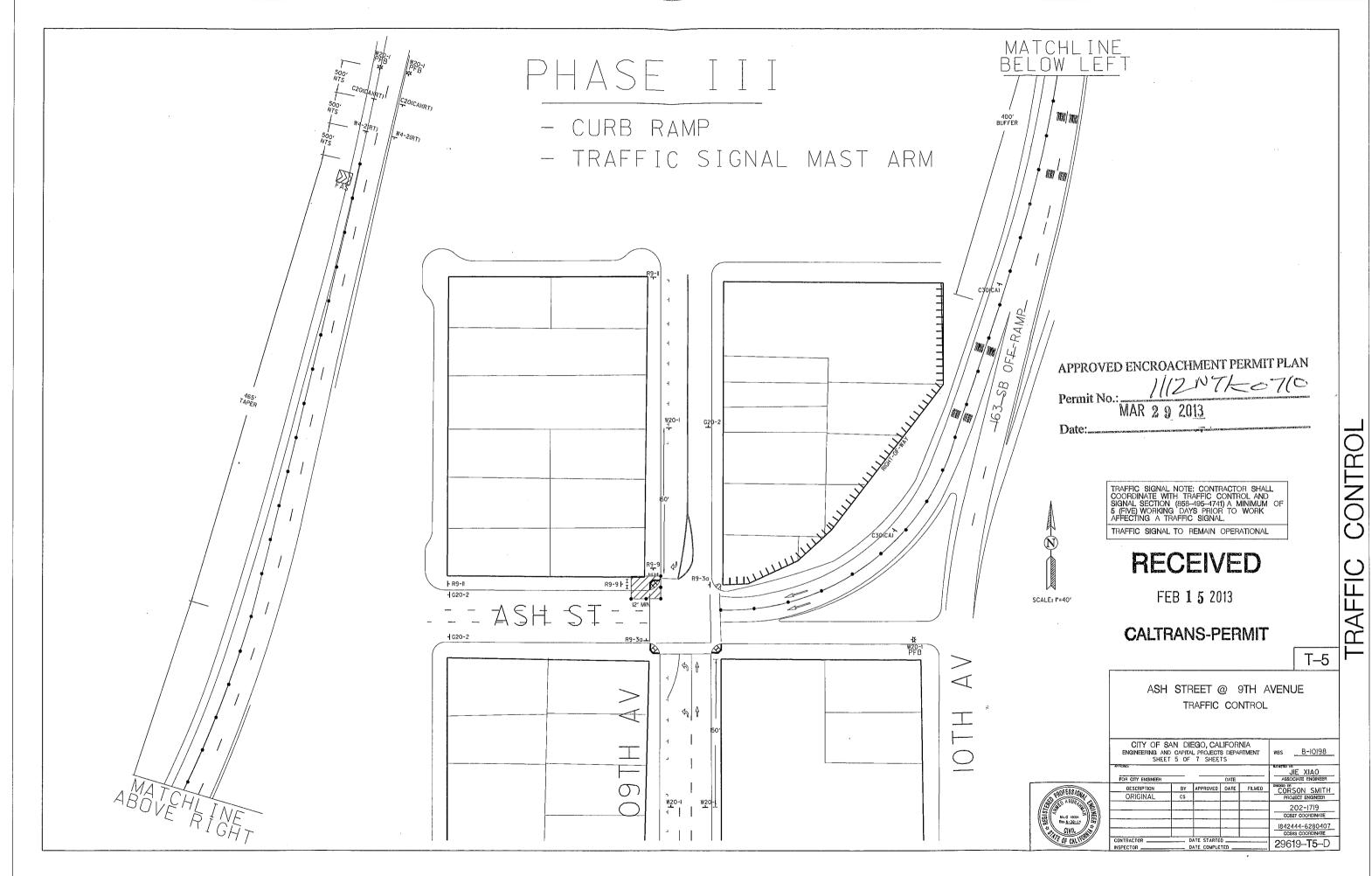
ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 3 OF 7 SHEETS 1842444-6280407 CCS83 COORDINATE



29619–**T3**–D





PHASE IV

- CURB RAMP
- TRAFFIC SIGNAL SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD

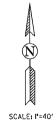
APPROVED ENCROACHMENT PERMIT PLAN

1112 NTK0710

MAR 2 9 2013

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858-495-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

TRAFFIC SIGNAL TO REMAIN OPERATIONAL



RECEIVED

FEB 1 5 2013

CALTRANS-PERMIT

T-6

ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

	CAPITA		S DEPAR		was <u>B-10198</u>
FOR CITY ENGINEER			DATE		JIE XIAO ASSOCIATE ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED	CORSON SMITH
ORIGINAL	cs				PROJECT ENGINEER
					202-1719 CC827 COORDINATE
					1842444-6280407 CCS83 COORDINATE
ONTRACTOR		ATE STARTE			29619-T6-D



- CI2(CA)

 \triangleleft

ASH ST-

PHASE V

- CURB RAMP
- TRAFFIC SIGNAL SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858-495-4741) A MINIMUM OF 6 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

TRAFFIC SIGNAL TO REMAIN OPERATIONAL

APPROVED ENCROACHMENT PERMIT PLAN Permit No.: 1/12N7/07/0

MAR 2 9 2013 Date:

RECEIVED

FEB **1 5** 2013

CALTRANS-PERMIT

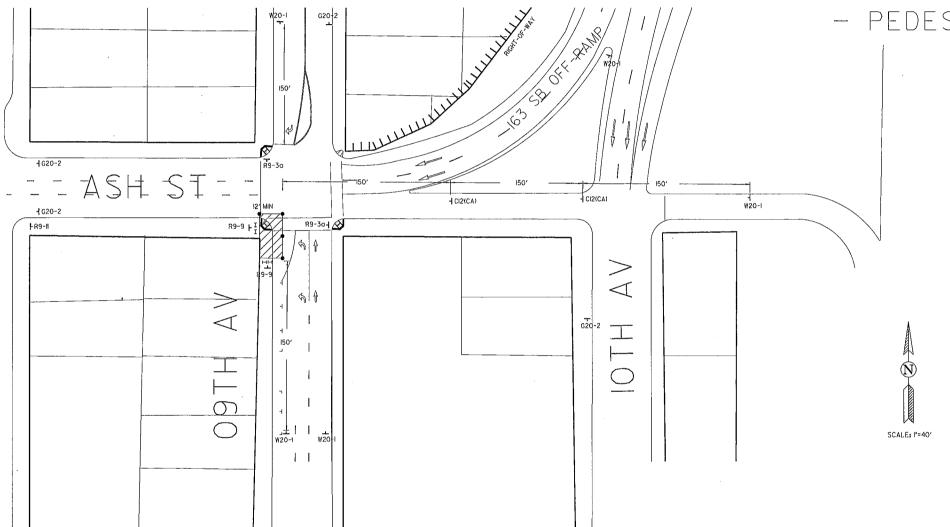
T-7

ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT B-10198



		1 7 OF	7 SHEE	TS		
	FOR CITY ENGINEER			DATE		JIE XIAO ASSOCIATE ENGINEER
_	DESCRIPTION	ВҮ	APPROVED	DATE	FILMED	CORSON SMITH
	ORIGINAL	cs				PROJECT ENGINEER
						202-1719
						CCS27 COORDINATE
						1842444-6280407
						CCS83 COORDINATE
	CONTRACTOR		ATE STARTE			2 96 1 9– T7 –D
_						



City of San Diego

CONTRACTOR'S	NAME: YEVY LIECTO
ADDRESS:	
TELEPHONE NO.	: FAX NO.:
CITY CONTACT:	Clementina Giordano, Contract Specialist, Email: Cgiordano@sandiego.gov
	Phone No. (619) 533-3481, Fax No. (619) 533-3633
-	J.Xiao/AR/egz

CONTRACT DOCUMENTS



FOR

ASH STREET TRAFFIC SIGNAL MODIFICATION AT 2^{ND} , 3^{RD} , 7^{TH} AND 9^{TH} AVENUE

VOLUME 2 OF 2

L-14-5815-DBB-2	
B-10198	
2116	
2	
IL	
	B-10198

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- ightharpoonup COMPETITION RESTRICTED TO: SLBE-ELBE \square or ELBE \square FIRMS ONLY.
- ➤ PREVAILING WAGE RATES: STATE ☐ FEDERAL ☐

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME I COVER PAGE FOR TIME, DATE, AND LOCATION

TABLE OF CONTENTS

Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive.** If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1.	Bid/Proposal	3
	Bid Bond	
3.	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	8
4.	Contractors Certification of Pending Actions	9
5.	Equal Benefits Ordinance Certification of Compliance	10
	Proposal (Bid)	
	Form AA35 - List of Subcontractors	
8.	Form AA40 - Named Equipment/Material Supplier List	17

PROPOSAL

Bidder's General Information

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted		
(2) Signature (Given and surname) of proprietor		
(3) Place of Business (Street & Number)		
(4) City and State		_ Zip Code
(5) Telephone No.	Facsimile No	

BIDDING DOCUMENTS

<u>IF A P</u>	ARTNERSHIP, SIGN HERE:
(1)	Name under which business is conducted
(2)	Name of each member of partnership, indicate character of each partner, general or special (limited):
(3)	Signature (Note: Signature must be made by a general partner)
	Full Name and Character of partner
(4)	Place of Business (Street & Number)
(5)	City and StateZip Code
(6)	Telephone No Facsimile No
	CORPORATION, SIGN HERE: THE Electric, Inc. DBA Name under which business is conducted Perry Electric
	Signature, with official title of officer authorized to sign for the corporation: (Signature)
	Todd Perry (Printed Name)
	(Title of Officer) (Impress Corporate Seal Here)
(3)	Incorporated under the laws of the State of California
(4)	Place of Business (Street & Number) P.O. Box 710180
	City and State Santee, CA Zip Code 92072
	Telephone No. (619) 449 - 0045 Facsimile No. (619) 449 - 0511
Proposa	! (Rev. July 2012) 4 Page eet Traffic Signal Modification at 2 nd , 3 rd , 7 th and 9 th Avenue

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION C-10			
LICENSE NO. 747931	expires <u>April</u>	<i>8</i> 0	,2014
This license classification must also be show license classification on the bid envelope may			Failure to show
TAX IDENTIFICATION NUMBER (TIN):			
E-Mail Address: <u>Perryelectric</u>	11eaol.com		
ι			

Proposal (Rev. July 2012) Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 2201 DAY OF OCT. 2013

Notary Public in and for the County of San Diego, State of California

i P Walk

JULIE D. WALKER Commission # 1976936 Notary Public - California San Diego County My Comm. Expires May 28, 2016

BID BOND

KNOW ALL WEN BY THESE PRES	ents,			
That T & M FLECTRIC, INC. DBA:	PERRY ELE	CTRIC	as	Principal, and
SURETEC INSURANCE COMPANY held and firmly bound unto The City 10% OF THE TOTAL BID AMOU we bind ourselves, our heirs, executors firmly by these presents.	of San Die	ayment of which	h sum, well and tru	ly to be made,
WHEREAS, said Principal has submi				ORK required
ASH STREET TRAFFIC SIGNAL MO	ODIFICATIO	N AT 2ND, 3RI	D, 7 <u>TH AND 9TH A</u>	VENUE
NOW THEREFORE, if said Principal and in the manner required in the "Not of agreement bound with said Contract and furnishes the required Performance and void, otherwise it shall remain in the said OWNER and OWNER prevail such suit, including a reasonable attorney.	ice Inviting E at Documents a Bond and I all force and a s, said Surety	lids" enters into, furnishes the repayment Bond, effect. In the every shall pay all c	a written Agreement required certificates then this obligation tent suit is brought to tosts incurred by sai	of insurance, of insurance, a shall be mull apon this bond
SIGNED AND SEALED, this	17TH	day of	OCTOBER	, 2013
T & M ELECTRIC, INC. DBA: PERRY ELECTRIC (Principal)	_(SEAL)	SURETEC IN	NSURANCE COMF (Surety)	PANY(SEAL)
By: (Signature) TODD PERRY, PRESIDENT			•	TTORNEY-IN-FACT
(SEAL AND NOTARIAL ACKNOWL	PDCEMEN!	OF SOKETY)		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	1
County of SAN DIEGO	}}
On <u>10/17/2013</u> before me,	MICHELLE M. BASUIL, NOTARY PUBLIC Here Insert Name and Title of the Officer
personally appeared	MARK D. IATAROLA Name(s) of Signer(s)
	who proved to me on the basis of satisfactory evidence to be the person(a) whose name(a) is/are subscribed to the within instrument and acknowledged to me that he/ahe/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(a) on the instrument the person(a), or the entity upon behalf of which the person(e) acted, executed the instrument.
MICHELLE M. BASUIL COMM. # 2034911 OF THE PROPERTY OF THE PROP	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Place Notary Seal Above	Witness my hand and official seal. Signature — is telle m. Basul Signature of Notary Public
	PTIONAL
	w, it may prove valuable to persons relying on the document d reattachment of this form to another document.
Title or Type of Document: BID BOND	
Document Date: <u>10/17/2013</u>	Number of Pages: 1
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name: MARK D. IATAROLA Individual Corporate Officer — Title(s): Partner — Limited General Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing:	☐ Partner — ☐ Limited ☐ General

POA #: 5100	POA	#:	51	IU	02	
-------------	-----	----	----	----	----	--

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michelle M. Basuil, Glenda J. Gardner, Helen Maloney, Mark D. latarola, John G. Maloney

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until ________ and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

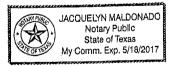
State of Texas County of Harris

SS:

SURETEC INSURANCE COMPANY

John Knox Jr., Presiden

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Maldonado, Notary Public My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 17TH

day of

OCTOBER

2013

ΔD

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106

State of California)
County of <u>San Diego</u>) ss.
Todd Pevvy , being first duly sworn, deposes and
says that he or she is <u>PVPSICIENT</u> 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 of anyone interested in the proposed contract; that all statements
contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company
association, organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.
Signed:
Title: Todd Perry, President
JULIE D. WALKER Commission # 1976936
Notary Public - California San Diego County
y Comm. Expires May 28, 2016 Subscribed and sworn to before me this 22 day of Oct., 20 13
Juli D. Walk
Notary Public

(SEAL)

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK C	ONE BOX ONL	<u>Y.</u>								
×	subject of	The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.								
	subject of that Bidd A descrip	f a complaint or pendin er discriminated agains	g action in a lega st its employees, resolution of that	al administr subcontract complaint	the Bidder has been the ative proceeding alleging ors, vendors or suppliers, including any remedial					
DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIR	M LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN					
NA	NIA	NIA	NIA	NA	NIA					
:										
Contractor	Name: T4M	Electric, Inc	. DBA Per	ry Eli	ectric					
Certified B		d Perry		Title _3	President					
	1/1/1	Muy		Date 4	10-22-13					

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM 202 C Street, MS 9A, San Diego, CA 92101

			FHOHE (018) C	33-3948 Fax (619) 533-3220	J
	The state of the s	MPANY INFORMATI			
Company Name:	F+MElectric, Inc. DF	BA Perry Elec	tric Contact	Name: Todd Perry	
Company Address	P.D. Box 710130, Sc	antee, cá 92	OTA Contact	Phone:(wq)449-0043	5
				Email: perryclectric	
	CON	ITRACT INFORMAT	ON		
Contract Title: A	ish Street Traffic	Signal Modi	fication	Start Date:	
	r (if no number, state location):			End Date:	
经过多少数经验	SUMMARY OF EQUAL	BENEFITS ORDINA	NCE REQUIRE	MENTS	
provide and maint Contractor shall be		DMC §22.4302 for the class with spouses and ele; pension/401(k) plans; sistance programs; credit se, is not required to be obenefits policy in the wowhen requested, to conformpliance, signed under Full text of the EBO in	duration of the comployees with do bereavement, far union membersh ffered to an emplorkplace and notifirm compliance var penalty of perjuand Rules Implement	ontract. To comply: comestic partners. confly, parental leave; discounts, chi copie; or any other benefit. copies with a domestic partner. copies of hire ar confly employees at time of hire ar confly employees at time of hire ar confly prior to award of contract. confly the EBO are available	ild
	CONTRACTOR EQUAL				
Please indicate yo	ur firm's compliance status with the	he EBO. The City may r	equest supportin	g documentation.	
	I affirm compliance with the EE	3O because my firm <i>(co</i>	ntractor must <u>sei</u>	lect one reason):	
	☐ Provides equal benefits to s	pouses and domestic p	artnere	•	
	☐ Provides no benefits to spot☐ Has no employees.☐ Has collective bargaining agree	uses or domestic partne	rs.	hat has not been renewed or expir	ed.
Æ	☐ Provides no benefits to spot☐ Has no employees.	uses or domestic partne ement(s) in place prior to y affected employees a ca t able to provide equal be ent for benefits available	rs. January 1, 2011, t ish equivalent in lie enefits upon contra o spouses but not	eu of equal benefits and verify my fi act award. I agree to notify employe domestic partners and to continue	im es
It is unlawful for a	 ☐ Provides no benefits to spot ☐ Has no employees. ☐ Has collective bargaining agre I request the City's approval to pay made a reasonable effort but is no of the availability of a cash equivalent. 	uses or domestic partner ement(s) in place prior to affected employees a cap at able to provide equal be ent for benefits available to dend all available benefits any false information to	rs. January 1, 2011, to she equivalent in lie enefits upon contrate to spouses but not to domestic partnuthe City regardin	eu of equal benefits and verify my fi act award. I agree to notify employe domestic partners and to continue ers. g equal benefits or cash equival	im ees e to
It is unlawful for a associated with the Under penalty of p that my firm unde the duration of the	☐ Provides no benefits to spot ☐ Has no employees. ☐ Has collective bargaining agre I request the City's approval to pay made a reasonable effort but is no of the availability of a cash equival make every reasonable effort to ex ny contractor to knowingly submit execution, award, amendment, or acception, award, amendment of the Erstands the requirements of the E contract or pay a cash equivalen	ement(s) in place prior to affected employees a capt able to provide equal beent for benefits available any false information to diministration of any contractional Benefits Ordinand tif authorized by the Citation of the provided and the contraction of the con	January 1, 2011, to ask equivalent in liest enefits upon contrate to spouses but not to domestic partnate. [San Diego Mubove information ce and will provide	eu of equal benefits and verify my fi act award. I agree to notify employe domestic partners and to continue ers. g equal benefits or cash equival unicipal Code §22.4307(a)] is true and correct. I further cen	irm ees to ent
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It is unlawful for a associated with the Under penalty of path that my firm unde the duration of the	☐ Provides no benefits to spot ☐ Has no employees. ☐ Has collective bargaining agre I request the City's approval to pay made a reasonable effort but is no of the availability of a cash equival make every reasonable effort to ex ny contractor to knowingly submit execution, award, amendment, or ac erjury under laws of the State of 0 restands the requirements of the E contract or pay a cash equivalent President Name/Title of Signatory	ement(s) in place prior to affected employees a capt able to provide equal beent for benefits available any false information to diministration of any contractional Benefits Ordinand tif authorized by the Citation of the provided and the contraction of the con	January 1, 2011, the shequivalent in lies equivalent in lies enefits upon contrators spouses but not to domestic partners the City regardinate. [San Diego Mubove information control of the control of t	eu of equal benefits and verify my fact award. I agree to notify employet domestic partners and to continue ers. g equal benefits or cash equivaluncipal Code §22.4307(a)] is true and correct. I further cerde and maintain equal benefits	irm ees to ent

rev 02/15/2011

PROPOSAL (BID)

The Bidder agrees to the construction of Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	524126	2-4.1	Bonds (Payment and Performance)		\$4,700.00
2.	1	AL	237310	7-5.3	Caltrans Inspection Deposit Fee		\$2,050.00
3.	1	LS	237310	7-10.2.7	Traffic Control		\$3,000.00
4.	9	EA	238210	9-3.1	Install Mast-arm Mounted Sign	\$ 300.00	\$2,700.00
5.	9	EA	238210	9-3.1	Install Sign on Signal Pole	\$300.00	\$2,700.00
6.	1	EA	238210	9-3.1	Install New Sign and Post	\$450.00	\$450.00
7.	1	EA	238210	9-3.1	Remove Sign and Post	\$300.00	\$300.00
8.	1	AL		9-3.5	Field Orders - Type II		\$14,000.00
9.	8	EA	237310	303-5.10.2	Type A Curb Ramp with Detectable Warning Tiles	\$3,300.00	\$26,400.00
10.	16	EA	238210	307-2	85 W Induction Luminaire with HEB-AA Single Fuse Holder	\$1,100.00	\$17,600.00
11.	297	LF	238210	307-2	2" PVC Conduit	\$24.00	\$7,128.00
12.	655	LF	238210	307-2	3" PVC Conduit	\$27.00	\$17,685.00
13.	2,075	LF	238210	307-2	12-Conductor Cable	\$2.15	\$4,461.85
14.	590	LF	238210	307-2	#6 Conductor	\$1.05	\$ 737.50
15.	1,760	LF	238210	307-2	#8 Conductor	\$1.00	\$1,760.00
16.	3,520	LF	238210	307-2	#10 Conductor	\$1.00	\$3,500.00
17.	1,505	LF	238210	307-2	EVPE Lead-in Cable	\$1.00	\$1,505.00

Proposal (BID) (Rev. July 2012)

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
18.	4	EA	238210	307-2	NO. 5 Pull Box	\$275.00	\$1,100.00
19.	13	EA	238210	307-2	NO. 6 Pull Box	\$300.00	\$3,900.00
20.	2	EA	238210	307-2	Type 1-A Pole (10') and Foundation	\$3,400.00	\$6,800.00
21.	1	EA	238210	307-2	Type 15TS Pole	\$6,000.00	\$6,000.00
22.	1	EA	238210	307-2	Type 17-2-100 Pole and Foundation with 15' Signal Mast Arm	\$9,500.00	\$9,500.00
23.	1	EA	238210	307-2	Type 17-2-100 Pole and Foundation with 20' Signal Mast Arm	\$9,600.0D	\$9,500.00
24.	1	EA	238210	307-2	Type 19-1-100 Pole and Foundation with 30' Signal Mast Arm	\$9,500.00	\$9,500.00
. 25.	1	EA	238210	307-2	Type 19-2-100 Pole and Foundation with 25' Signal Mast Arm	\$10,500.00	\$10,500.00
26.	4	EA	238210	307-2	Type 19-2-100 Pole and Foundation with 30' Signal Mast Arm	\$10,700.00	\$42,800.00
27.	1	EA	238210	307-2	Type 19-3-100 Pole and Foundation with 30' Signal Mast Arm	\$11,500.00	\$11, 50 0.00
28.	3	EA	238210	307-2	12" MAS Vehicular Signal (3-Section Head with Programmed Visibility), with Framework	\$3,200.00	\$9,600.00
29.	6	EA	238210	307-2	12" MAS Vehicular Signal (3-Section Head) with Framework	\$1,000.00	\$ 6,000.00
30.	1	EA	238210	307-2	12" SV-2-TB Vehicular Signal (3-Section Head) with Framework	\$1,600.00	\$1,600.00
31.	11	EA	238210	307-2	12" SV-1-T Vehicular Signal (3-Section Head) with Framework	\$1,100.00	\$12,100.00
32	2	EA	238210	307-2	12" TV-1-T Vehicular Signal (3-Section Head) with Framework	\$1,100.00	\$ 2,250.00

Proposal (BID) (Rev. July 2012) Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
33.	1	EA	238210	307-2	12" TV-2-T Vehicular Signal (3-Section Head) with Framework		\$1,500.00
34.	6	EA	238210	307-2	SP-1-T Pedestrian Signal	\$900.00	\$5,400.00
35.	13	EA	238210	307-2	SP-2-T Pedestrian Signal	\$1,100.00	\$14,300.00
36.	2	EA	238210	307-2	EVPE Bi-Directional Detector	\$3,500.00	\$7,000.00
37.	6	EA	238210	307-2	EVPE Detector (Single)	\$3,200.00	\$19,200.00
38.	3	EA	238210	307-2	Type III Electrical Service Meter Pedestal	\$4,100.00	\$12,800.00
39.	2	EA	238210	307-2	Install Pedestrian Count Down Timer Module on Existing Pedestrian Indication Housing	\$525.00	\$1,050.00
40.	4	EA	237310	307-2	Install Conduit into Existing Pull Box (CB)	\$250.00	\$1,000.00
41.	9	EA	237310	307-2	Remove and Salvage Existing Type 15TS Pole, Mast Arms, Foundation and Signal Equipments	\$1,500.00	\$13,500.00
42.	4	EA	237310	307-2	Remove and Salvage Existing Type 1-A/F51 Pole, Foundation and Equipments	\$2,000.00	\$ 8,000.00
43.	6	EA	237310	307-2	Remove and Salvage HPS Street Light Luminaire	\$250.00	\$1,500.00
44.	6	EA	237310	307-2	Remove and Salvage Signal or Pedestrian Indication on Signal Pole	\$200.00	\$1,200.00
45.	2	EA	238210	307-2	Remove and Salvage Existing Electric Meter on Signal Pole	\$200.00	\$ 400.00
46.	860	LF	237310	314-4.4.6	Remove by Grinding Existing Crosswalk and Install 12" Thermoplastic Yellow or White Crosswalk Line per Plan \$\omega\$.50		\$5,590.00
47.	152	LF	237310	314-4.4.6	Remove by Grinding Existing Limit Line and Install 12" Thermoplastic White Limit Line per Plan	\$6.50	\$ 988.00
48.	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ 500.00

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
49.	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$1,000.00
					ESTIMATED TOTA	L BASE BID:	\$347,724.75

Three Hundred Forty Seven Thousand Seven Hundred Twenty Four Dollars and Seventy Five cents
The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive. The
following addenda have been received and are acknowledged in this bid: N/A
The names of all persons interested in the foregoing proposal as principals are as follows:
Todd Perry, President
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.
Bidder: T4M Electric, Inc. DBA Perry Electric
Title: Todd Perry, President
Business Address: P.O.BOX 710130
Place of Business: Santee, CA 92072
Place of Residence: San Diego County
Signature: Millim

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NOTES:

- A. The City shall determine the low Bid based on the Base Bid alone.
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

Proposal (BID) (Rev. July 2012) Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The DOLLAR VALUE of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement shall result in the Bid being rejected as non-responsive and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED@	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Portillo Concret, Inc. Address: 3537 Citrus Street City: Lemon Cirove State: CA Zip: 91945 Phone: 619-466-4639	Constructor	concrete ramps 4 aspnalt	\$32,400.00	DBE SMBE SDB	City	
Name: LSI Road Marking Address: PO Box 8488 City: El Cajon State: CA Zip: 98081 Phone: 619-443-7755	constructor	remove 4 replace They moplasti	\$7,028.00	ELBE	City	
Name: Terrawest, Inc. Address: IDUA Tierrade Pay, Ste204 City: Chulavista State: CA Zip: 91910 Phone: 619-591-1007	Designer	water pollution	\$490.∞	SLBE DBE	City	

1	As appropriate, Bidder shall identify Subcontractor as one of	the following and sha	all include a valid proof of certification (except for OBE, SLBE a	nd ELBE):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2	As appropriate, Bidder shall indicate if Subcontractor is	certified by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA
-	TO 2 TO 1			

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

Form Title: LIST OF SUBCONTRACTORS

Form Number: AA35

Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

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(Rev. July 2012)

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED 2
Name: McCam Manufaturing Address: 0345 004 Ridge Way City: Nisto State: CA Zip: 92081 Phone: 740:597-718	supplies	5183,584.00	No	Yes	NIA	AIC
Name: C·E·S· Address: 10729 wnootlands Avc. Stell City: SantCC State: CA Zip: 92011 Phone: 619-258-9110	Supplies	\$9846.44	Yes	No	NIA	NIA
Name: Pobcytson's Address: 300 S. Main St., Ste. 300 City: Covona State: Cft Zip: 93818 Phone: 800-834-757	Material	3 8000.00	Yes	yes	NIA	NIA

		_	<u> </u>	
1	As appropriate, Bidder shall identify Vendor/Supp.	ier as one of the followin	g and shall include a valid proof of certification (except for OBE, SLE	BE and ELBE):
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOS	В	
2	As appropriate, Bidder shall indicate if Vendor	Supplier is certified by	:	
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
	State of California's Department of General Servi	ces CADoG	S City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

(Rev. July 2012)

Form Number: AA40

Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB©	WHERE CERTIFIED 2
Name: <u>Hinshew Brothers Steel</u> Address: 12578 Vigilante Road City: <u>Lakeside</u> State: <u>CA</u> Zip: 92040 Phone: <u>619-561-5700</u>	Haterials	\$3,378.00	4 <i>e</i> s	405	N/A	NIA
Name: NIA Address: City: State: Zip: Phone:	NA	NIA	NIA	N/A	N/A	NIA
Name: NA Address: City: State: Zip: Phone:	NIA	NIA	NIA	NIA	NIA	NIA

1							
	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE			
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE			
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE			
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB			
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone			
	Service-Disabled Veteran Owned Small Business	SDVOSB					
2	As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:						
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS			
	California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC			
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA			
	State of California	CA	U.S. Small Business Administration	SBA			

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

(Rev. July 2012)

Form Number: AA40

Ash Street Traffic Signal Modification at 2nd, 3rd, 7th and 9th Avenue





Small Local Business Enterprise Certification

T&M Electric DBA Perry Electric

Small Local Business Enterprise (SLBE)
Specialty Construction (NAICS: 335129)

Certification Number: 11TM0131

Effective Date: 10/29/2012

Expiration Date: 10/29/2014

Debra Fischle-Faulk Administration Department Director

tinho faulk

- PULL BOXES AND CONDUIT:
- 1a PULL BOXES ARE NO. 6, UNLESS OTHERWISE NOTED ON THIS PLAN.
- 16 ALL CONDUIT DEPTH SHALL BE A MINIMUM OF 18" BELOW THE PAVEMENT SURFACE OR 3" BELOW THE BOTTOM OF THE PAVEMENT, WHICH EVER IS GREATER.
- 1c CONDUIT SHALL BE 3" DIAMETER, UNLESS OTHERWISE NOTED IN THE CONDUCTOR TABLE OR AS SHOWN ON THIS PLAN.
- 2 LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE.
- 3 THE CONTRACTOR SHALL, PER SECTION 7-10.2.2 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL PLANS AND SHALL CALL THE ENGINEERING TRAFFIC CONTROL SECTION, AT (858) 495-4741, FOR AN APPOINTMENT TO APPLY FOR A TRAFFIC CONTROL PLAN (TCP) PERMIT. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK FIVE (5) WORKING DAYS FOR STREET CLOSURES. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE THE TCP PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC ROADWAY WITHOUT THE TCP PERMIT.
- 4 ALL TRAFFIC SIGNAL POLE FOUNDATIONS SHALL HAVE A 3" CONDUIT INSTALLED TO THE ADJACENT PULLBOX AND THE CONTROLLER FOUNDATION SHALL HAVE A SPARE 3" CONDUIT STUDIED OUT TO THE ADJACENT PULLBOX FOR FUTURE USE.
- 5 LOCATIONS, POSITIONING, AND INSTALLATION OF SIGNAL EQUIPMENT, LOOP DETECTORS, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS:
- 5a) THE CONTRACTOR, WITH THE APPROVAL OF THE CITY RESIDENT ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL SIGNAL AND LIGHTING EQUIPMENT.
- 56) THE CONTRACTOR, WITH THE APPROVAL OF THE CITY'S DESIGNATED TRAFFIC ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL LOOP DETECTORS, TRAFFIC SIGNS (EXCEPT "G" SERIES, STREET NAME SIGNS). TRAFFIC STRIPING. PAVEMENT AND CURB MARKINGS.
- 5c) THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE ITEMS NOTED IN 5a AND 5b PRIOR TO INSTALLATION.
- 5d) AS SHOWN ON THIS PLAN. CONTRACTOR SHALL INSTALL 6' DIAMETER TYPE E LOOP DETECTORS, WITH 10' SPACING, AND CENTERED IN THE TRAVEL PORTION OF EACH LANE (UNLESS OTHERWISE NOTED).
- FIFTEEN (15) WORKING DAYS AFTER THE LOCATION APPROVAL
- 5f) THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ALL CONFLICTING STRIPING AND PAVEMENT MARKINGS BY SANDBLASTING/GRINDING (METHOD TO BE DETERMINED BY THE RESIDENT ENGINEER).
- 6 LOCATION AND ELEVATION IMPROVEMENTS TO BE MET BY "WORK TO BE DONE" SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- ALL NEW STREET LIGHT AND TRAFFIC SIGNAL POLE TO BE INSTALLED SHALL MATCH THE "CCDC BLUE" PLS6 1008F BLUE TGIC BY SHERWIN WILLIAMS OR APPROVED EQUAL.

APPROVAL NO.

STORM WATER PROTECTION

THIS PROJECT IS SUBJECT TO THE MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND WPCP.

WATER POLLUTION CONTROL NOTES:

CONSTRUCTION CHANGE / ADDENDUM

AFFECTED OR ADDED SHEET NUMBERS

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE GREENBOOK 2012 CITY SUPPLEMENT SEC. 701. THIS PROJECT IS REQUIRED TO DEVELOP AND IMPLEMENT A "WATER POLUUTION CONTROL PLAN (WPCP).

WARNING

IF THIS BAR DOES

NOT MEASURE I'

THEN DRAWING IS

NOT TO SCALE.

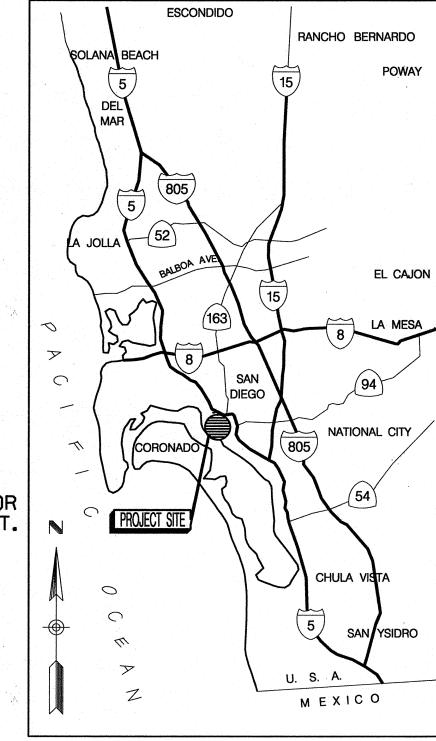
STREET CLASSIFICATION:

STREET NAME: ASH STREET

ADT = 17.500

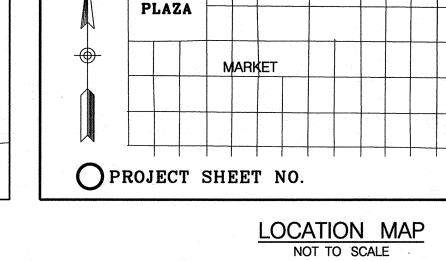
SURVEY NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTISE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR THE REGISTERED CIVIL ENGINEER AS REQUIRED BY THE LAND SURVEYOR'S ACT (BUSINESS AND PROFESSIONS (CODE 8771).



VICINITY MAP

NOT TO SCALE



ASH ST @ 2ND, 3RD, 7TH & 9TH AV

CITY COLLEGE

LIMITS OF WORK

BEECH STREET

BROADWAY

ASH STREET 23

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	
1	G-1	COVER SHEET		DISCIPLINE CODE
2	E-1	TRAFFIC SIGNAL MODS	ASH STREET @ 2ND AVENUE	G GENERAL
3	E-2	TRAFFIC SIGNAL MODS	ASH STREET @ 3RD AVENUE	D DEMOLITION
4	E-3	TRAFFIC SIGNAL MODS	ASH STREET @ 7TH AVENUE	C CIVIL L LANDSCAPE
5	E-4	TRAFFIC SIGNAL MODS	ASH STREET @ 9TH AVENUE	A ARCHITECTURAL
T1	T-1	TRAFFIC CONTROL PLANS	ASH STREET @ 9TH AVENUE	S STRUCTURAL
T2	T-2	ASH STREET @ 9TH AVE	PHASE I - TRENCHING	M MECHANICAL E ELECTRICAL
Т3	T-3	TRAFFIC CONTROL	PHASE I - TRENCHING	I INSTRUMENTATION
T4	T-4	TRAFFIC CONTROL	PHASE II - TRENCHING	T TRAFFIC CONTROL
T5	T-5	TRAFFIC CONTROL	PHASE III - TRENCHING	
T6	T-6	TRAFFIC CONTROL	PHASE IV - TRENCHING	
T7	T-7	TRAFFIC CONTROL	PHASE V -TRENCHING	

WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OF TRAFFIC SIGNAL AND STREET LIGHTING SYTEMS MODIFICATIONS - ASH STREET AT 2ND, 3RD, 7TH AND 9TH AVENUES.

LEGENDS

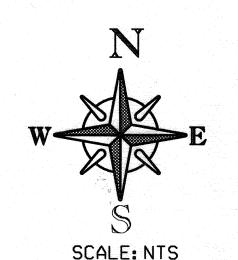
LLGLIVDO		
IMPROVEMENT	STD.DWG.	SYMBOL
NEW EQUIPMENT — REMOVED AND SALVAGED EQUIPMENT	AS SHOWN AS SHOWN	P _
2"-3" CONDUIT -	SDG-116, 117 & 118	
NO. 5 PULL BOX —	CALTRANS ES-8	
CURB RAMP	SDG-132	-3
STEADY BURNING RED —— INDICATION LOUVER	— AS SHOWN	<u> </u>
ELECTRIC METER -	AS SHOWN	(M)-
EXISTING CONDITIONS IN L	IGHTER HALF-TONE	

SIGN AND PAVEMENT MARKINGS:

PROPOSED CONDITIONS IN DARKER FULL-TONE

REMOVE CONFLICTING STRIPING. LEGEND OR MARKING BY GRINDING.	- AS SHOWN	БВ
PROPOSED STRIPING -	- AS SHOWN	
PROPOSED TYPE IV ARROW	CALTRANS A24A	G
PROPOSED STRIPING PER CALTRANS DETAILS	- AS SHOWN	\otimes

LANDSCAPE ARCHITECTURAL STRUCTURAL MECHANICAL ELECTRICAL



Exp. 12-31-201

LABIB QASEM, TRAFFIC ENGINEER			8(6(13	
PLANS FOR	THE C	ONSTF	RUCTION	OF
TRAFFIC S	SIGNAL	MODIF	FICATION	1S
ASH STREET AT 2	2ND, 3RD,	7TH AN	ID 9TH A	VENUES

COVER SHEET CITY OF SAN DIEGO, CALIFORNIA

PUBLIC SHEE	WBS <u>B-10198</u>				
PPROVED: Palase FOR CITY ENGINEER	eyel	8/:	21/15 DATE		SUBMITTED BY: J. XIAO ASSOCIATE ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED	R. ABARABAR
ORIGINAL	RLA				PROJECT ENGINEER
					SEE SHEETS
					CCS27 COORDINATE

TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH ____ MEDIUM ____ LOW_X_ SPEC. NO. 5815

CITY OF SAN DIEGO PUBLIC WORKS PROJECT

CHANGE DATE

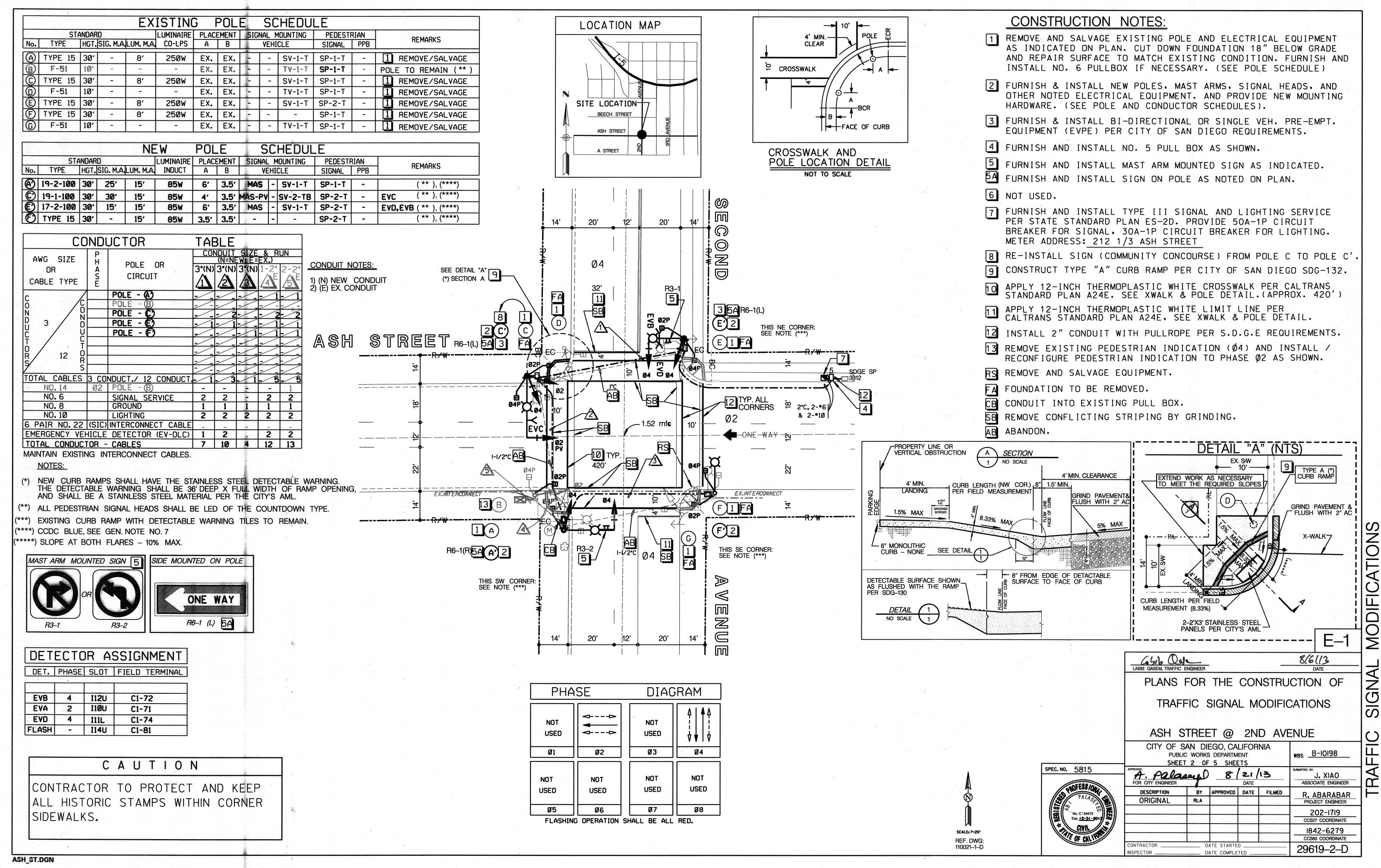
ash_st.DGN

G-

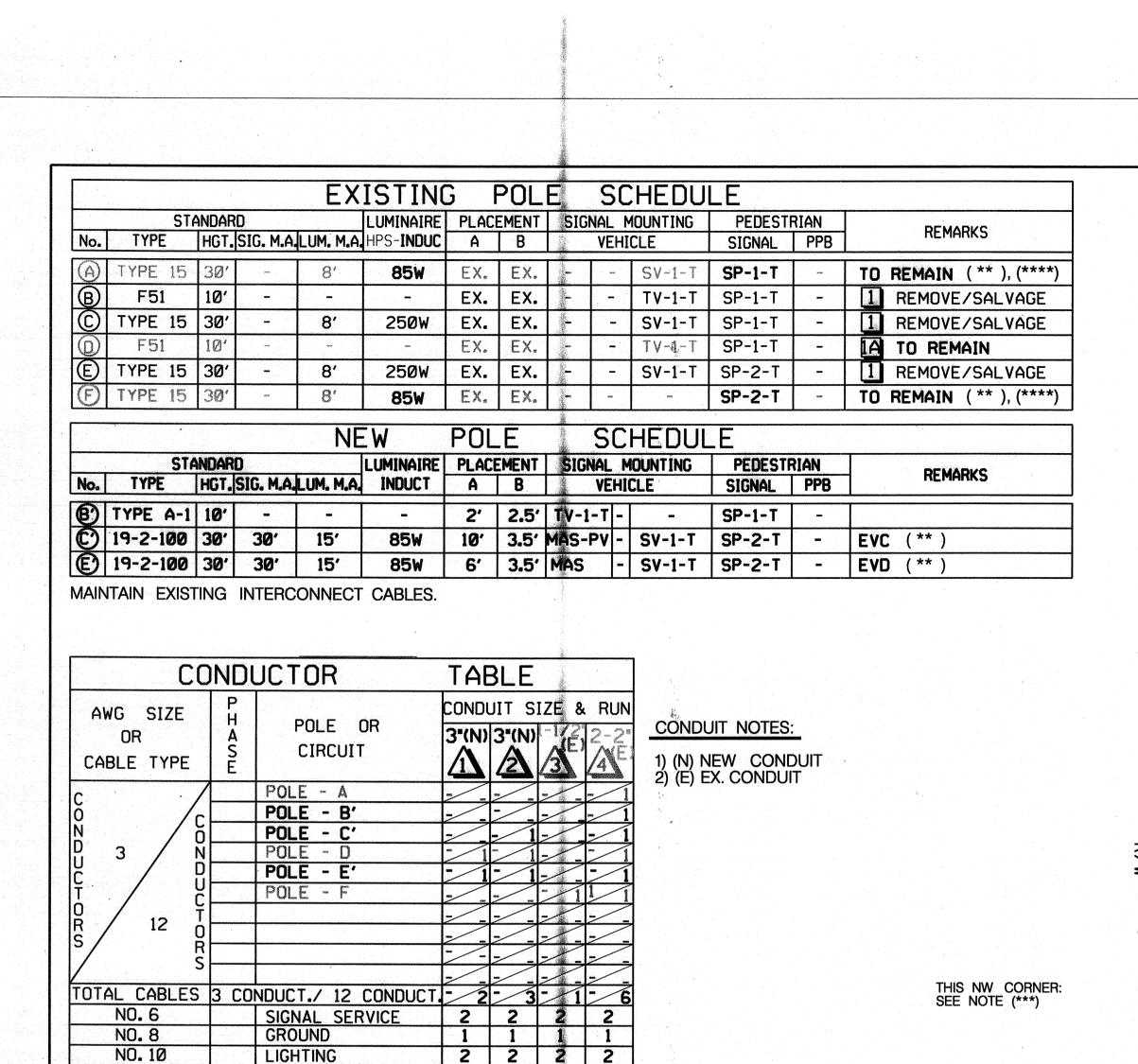
SEE SHEETS

CCS83 COORDINATE

29619-1-D



07-25-13 9 A.M. RABARABAR



NOTES:

TOTAL CONDUCTOR - CABLES

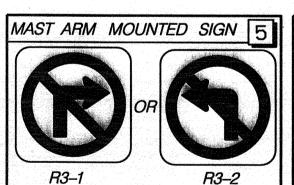
(*) NOT USED.

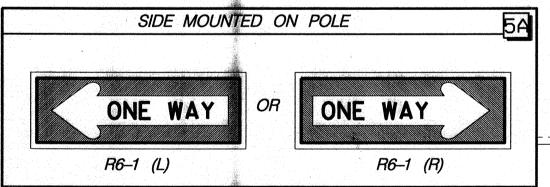
(**) ALL PEDESTRIAN SIGNAL HEADS SHALL BE LED OF THE COUNTDOWN TYPE. SDGE SP (***) EXISTING CURB RAMP WITH DETECTABLE WARNING TILES TO REMAIN.

(****) CCDC BLUE, SEE GEN. NOTE NO. 7

6 PAIR NO.22 (SIC) INTERCONNECT CABLE _

EMERGENCY VEHICLE DETECTOR (EV-DLC) 1 2 2





2#6&2#10

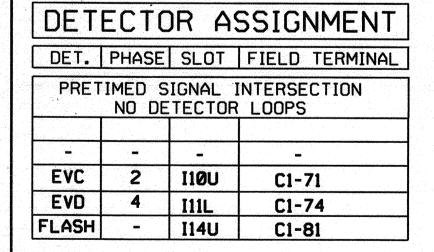
R/W

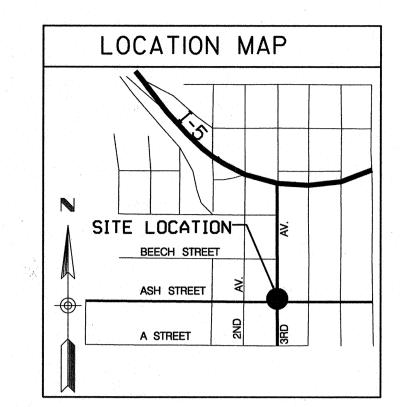
FAB 1

THIS SW CORNER: SEE NOTE (***)

2 A 6

8 | 10 | 6 | 13





20'

ASH

THIS SE CORNER: SEE NOTE (***)

 \otimes

M

- 1.56 mfc

RS-

ONE WIA

STREET

PHASE

USED

Ø1

NOT USED

Ø5

∀---

V----

Ø2

FLASHING OPERATION SHALL BE ALL RED.

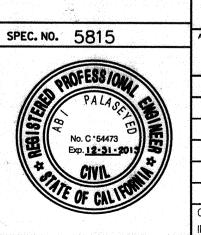
CONSTRUCTION NOTES:

- REMOVE AND SALVAGE EXISTING POLE AND ELECTRICAL EQUIPMENT AS INDICATED ON PLAN. CUT DOWN FOUNDATION 18" BELOW GRADE AND REPAIR SURFACE TO MATCH EXISTING CONDITION. FURNISH AND INSTALL NO. 6 PULLBOX IF NECESSARY. (SEE POLE SCHEDULE).
- 1A REMOVE AND SALVAGE PEDESTRIAN INDICATION AT POLE D.
- FURNISH & INSTALL NEW POLES, MAST ARMS, SIGNAL HEADS, AND OTHER NOTED ELECTRICAL EQUIPMENT, AND PROVIDE NEW MOUNTING HARDWARE. (SEE POLE AND CONDUCTOR SCHEDULES).
- 3 FURNISH & INSTALL EMERGENCY VEHICLE PRE-EMPTION EQUIPMENT (EVPE) PER CITY OF SAN DIEGO REQUIREMENTS.
- 4 FURNISH AND INSTALL NO. 5 PULL BOX AS SHOWN.
- 5 FURNISH AND INSTALL MAST ARM MOUNTED SIGN AS SHOWN.
- A) FURNISH AND INSTALL SIGN ON POLE AS NOTED ON PLAN.
- REMOVE AND SALVAGE EXISTING PEDESTRIAN INDICATION. FURNISH AND INSTALL COUNTDOWN TIMER INDICATION.
- 7 NOT USED.
- 8 NOT USED.
- 19 TRENCH AND INSTALL 2" CONDUIT WITH NEW CONDUCTORS PER PLAN.
- 10 INSTALL 2" CONDUIT WITH PULLROPE PER S.D.G.E REQUIREMENTS.
- 11 NOT USED.
- FURNISH AND INSTALL TYPE III SIGNAL AND LIGHTING SERVICE PER STATE STANDARD PLAN ES-2D. PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL. 30A-1P CIRCUIT BREAKER FOR LIGHTING. METER ADDRESS: 290 1/3 ASH STREET
- REMOVE EXISTING HPS LUMINAIRE AND REPLACE WITH INDUCTION LUMINAIRE. SEE POLE SCHEDULE.
- RS REMOVE AND SALVAGE EQUIPMENT.
- FA FOUNDATION TO BE REMOVED.
- CB CONDUIT INTO EXISTING PULL BOX.
- AB ABANDON.

PLANS FOR THE CONSTRUCTION OF TRAFFIC SIGNAL MODIFICATIONS AT

ASH STREET @ 3RD AVENUE

CITY OF SAN DIEGO CALIFORNIA



CITY OF S		wbs <u>B-10198</u>			
P. Pala R CITY ENGINEER	sayet	8/	21/1 DATE	3	J. XIAO ASSOCIATE ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED	R. ABARABAR
ORIGINAL	RLA				PROJECT ENGINEER
					202-1719
				1	CCS27 COORDINATE
					1842-6279
					CCS83 COORDINAȚE
TRACTOR		ATE STARTE			29619-3-D

SCALE: r=20° REF. DWG:

DIAGRAM

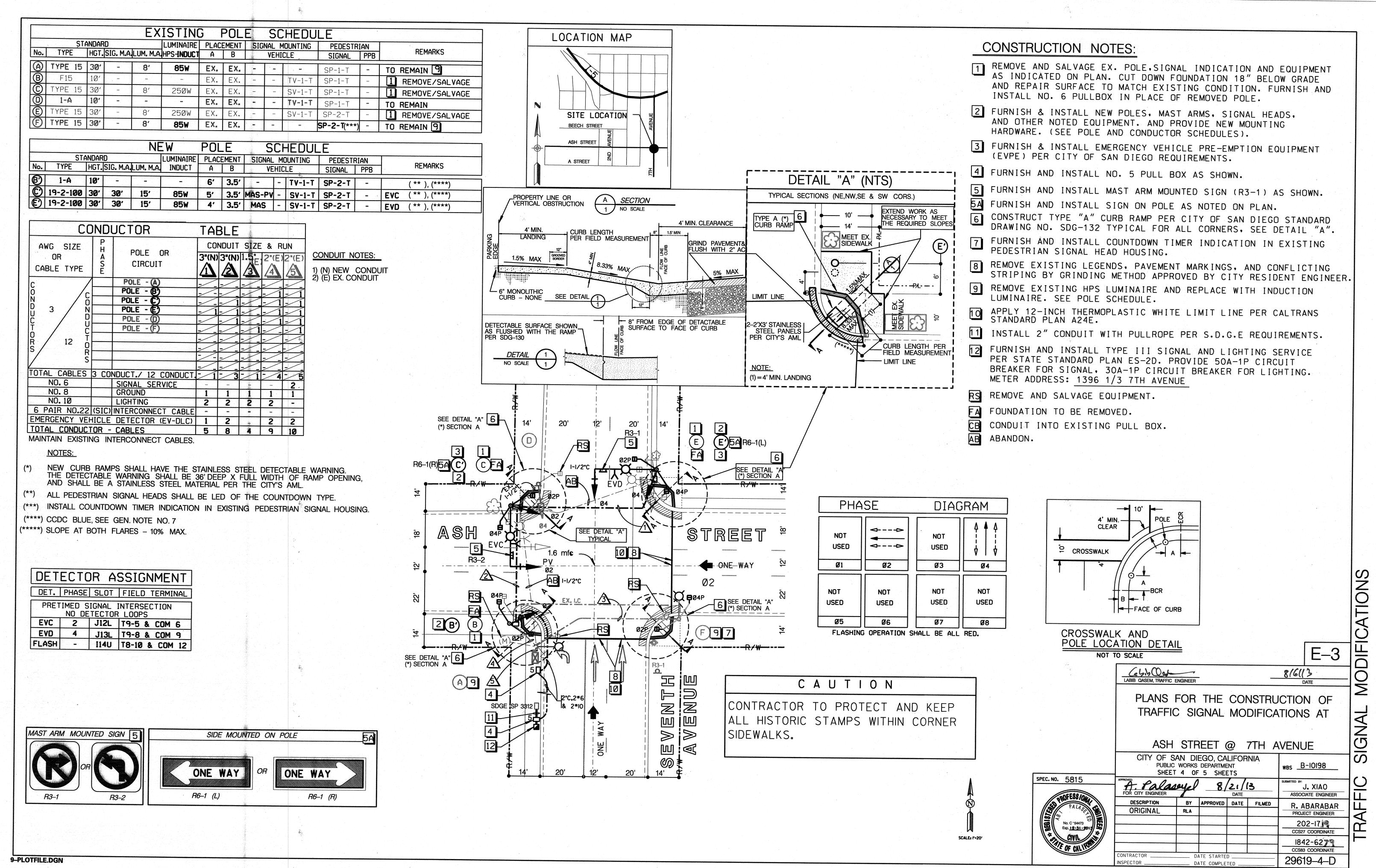
04

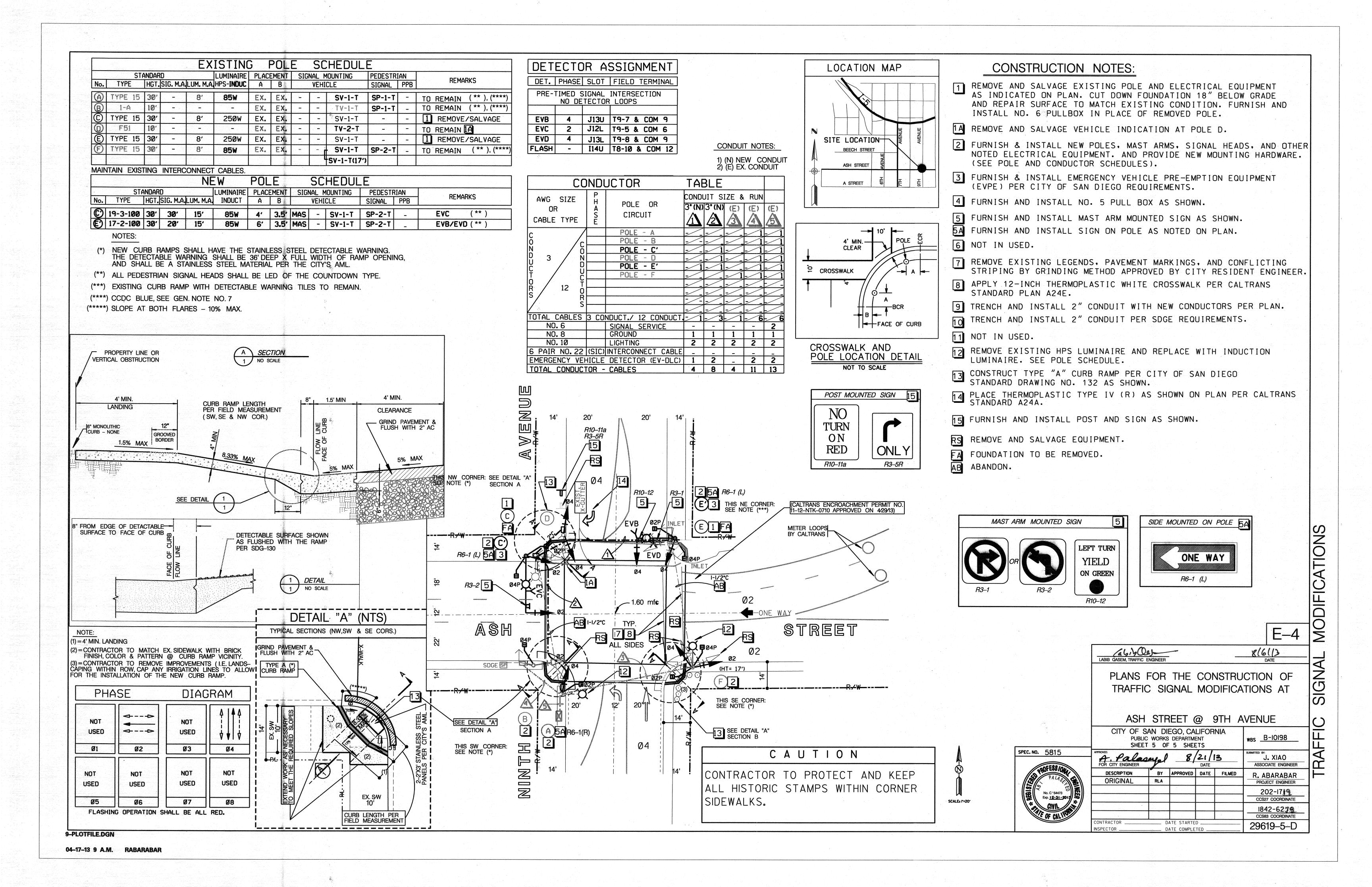
USED

Ø3

NOT

Ø7





TRAFFIC CONTROL NOTES:

I. VALIDATION. THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL, PER SECTION 7-10.1.3 OF THE CONTRACT SPECIAL PROVISIONS, CALL THE ENGINEERING TRAFFIC CONTROL SECTION AT (858) 495-4741 TO OBTAIN A PERMIT. THE CONTRACTOR MUST CALL A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.

2. STANDARDS. THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

a. CITY OF SAN DIEGO STANDARD DRAWINGS, APPENDIX 'A'; b. CALTRANS MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES; AND C. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"), INCLUDING REGIONAL AND CITY OF SAN DIEGO SUPPLEMENT AMENDMENTS.

NOTIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:

FIRE DEPARTMENT DISPATCH POLICE DEPARTMENT TRAFFIC WASTE MANAGEMENT DEPT. STREET DIVISION/ELECTRICAL SAN DIEGO TRANSIT

UNDERGROUND SERVICE ALERT

(STREET OR ALLEY CLOSURE)
(STREET OR ALLEY CLOSURE) (REFUSE COLLECTION) (TRAFFIC SIGNALS) (BUS STOPS)

(858) 573-1300 (858) 495-7800 (858) 694-7000 (619) 527-7500 (619) 238-0100 ×424 (619) 595-7030 ANY EXCAVATION) (800) 422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.

(TAXI ZONES)

4. POSTING NO PARKING SIGNS. THE CONTRACTOR SHALL POST 'TOW-AWAY/NO PARKING' SIGNS TWENTY-FOUR (24) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS.

5. EXCAVATIONS. EXCEPT AS SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES OPEN TO TRAFFIC, EXCEPT AS SHOWN ON THE PLANS.

6. RESTORATION OF TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS. LOOP DETECTORS SHALL BE REPLACED WITHIN THREE (3) WORKING DAYS OF COMPLETION OF UNDERGROUND WORK.

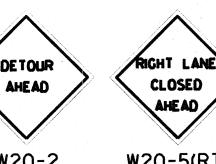
7. CHANGES IN WORK. THE RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. SUCH CHANGES SHALL SUPERSEDE THESE PLANS.

8. FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS, THE CONTRACTOR SHALL, PER SECTION 7-10.1.1 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT FOR THIS WORK.

ASH STREET @ 9TH AVENUE

TRAFFIC CONTROL PIANS





RIGHT

TURN

R4I(CA)

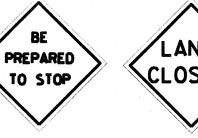
SIDEWALK CLOSED AHEAD

R9-11

CROSS HERE



NARROW



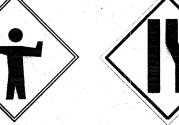
W3-4





W4-2(LT)







W4-2(RT)

SIDEWALK CLOSED

TABLE I

APPROACH SPEED (MPH)	MINIMUM DISTANCE IN FEET BETWEEN SIGNS AND FROM LAST SIGN TO TAPER	MAXIMUM DEVICE SPACING IN FEET	MINIMUM TAPER LENGTHS FOR LANE WIDTHS 10 FT 11FT 12 FT		
25	150-200	25	105	115	125
30	200-300	30	150	165	180
35	250-400	35	205	225	245
40	350-500	40	265	295	320
45	500-750	45	450	495	540
50	500-1000	50	500	550	600
55+	500-1500	50	550	605	660
•			<u> </u>	<u></u>	

* L=WS2 /60 FOR SPEED OF 40 MPH OR LESS; L=WS FOR SPEED GREATER THAN 40 MPH. TAPER LENGTHS SHOWN ARE ROUNDED TO NEAREST 5 FEET.

TABLE 2 RECOMMENDED TAPER LENGTH AND DEVICE SPACING FOR CHANNELIZING TAPERS

APPROACH SPEED (MPH)	TAPER LENGTH (L) *	SPACING OF CONES ALONG TAPER (FEET) ±
25	125	25
30	180	30
35	245	35
40	320	40
45	540	45
50	600	50
50+	660	50

* BASED ON 12-FOOT WIDE LANE. THIS COLUMN IS ALSO APPROPRIATE FOR LANE WIDTHS LESS THAN 12 FEET

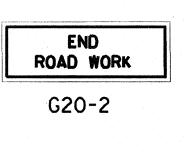
TAPER FORMULA for speeds greater than 40 mph for speeds of 40 mph or less

Where:

L = minimum length of taper S = numerical value of APPROACH speed prior to work (mph)

W = width of offset (feet)

TRAFFIC CONTROL SIGNS



RIGHT LANE

TURN RIGHT

R3-7

ROAD

CLOSED

RII-2

MUST



R3-1

RAMP

CLOSED

AHEAD

(RAMP)

CLOSED

W20-5(BIKE)



R3-2

RAMP

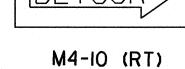
CLOSED

DY/MO/YR

9PM-6AM

SC6-4(CA)





SC3(CA)

ROAD

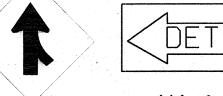


1 DETOUR

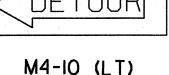
M4-8(MOD)

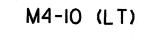
M4-8A

C9A(CA)









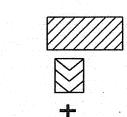


LEGEND

DELINEATOR OR CONE

TRAFFIC DIRECTIONAL ARROW

WORKING AREA FLASHING ARROW BOARD



BARRICADE

NOTE: ALL SIGNS ARE STANDARD SIZE

WORK HOURS

9:00PM - 5:00AM

6/11/13 DATE LABIB OASEM, TRAFFIC ENGINEER ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

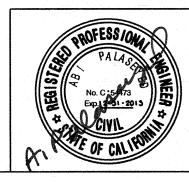
CITY OF SA ENGINEERING AND SHEET	CAPITA		S DEPAR		wbs <u>B-10198</u>			
APPROVED: A PURE A PORTA FOR CITY ENGINEER	het.	7,	DATE	2013	JIE XIAO ASSOCIATE ENGINEER			
DESCRIPTION ORIGINAL	BY CS	APPROVED	DATE	FILMED	CORSON SMITH PROJECT ENGINEER			
					202-1719 CCS27 COORDINATE			
					1842444-6280407 CCS83 COORDINATE			
CONTRACTOR	777777	ATE STARTE ATE COMPLE			29619-T1-D			

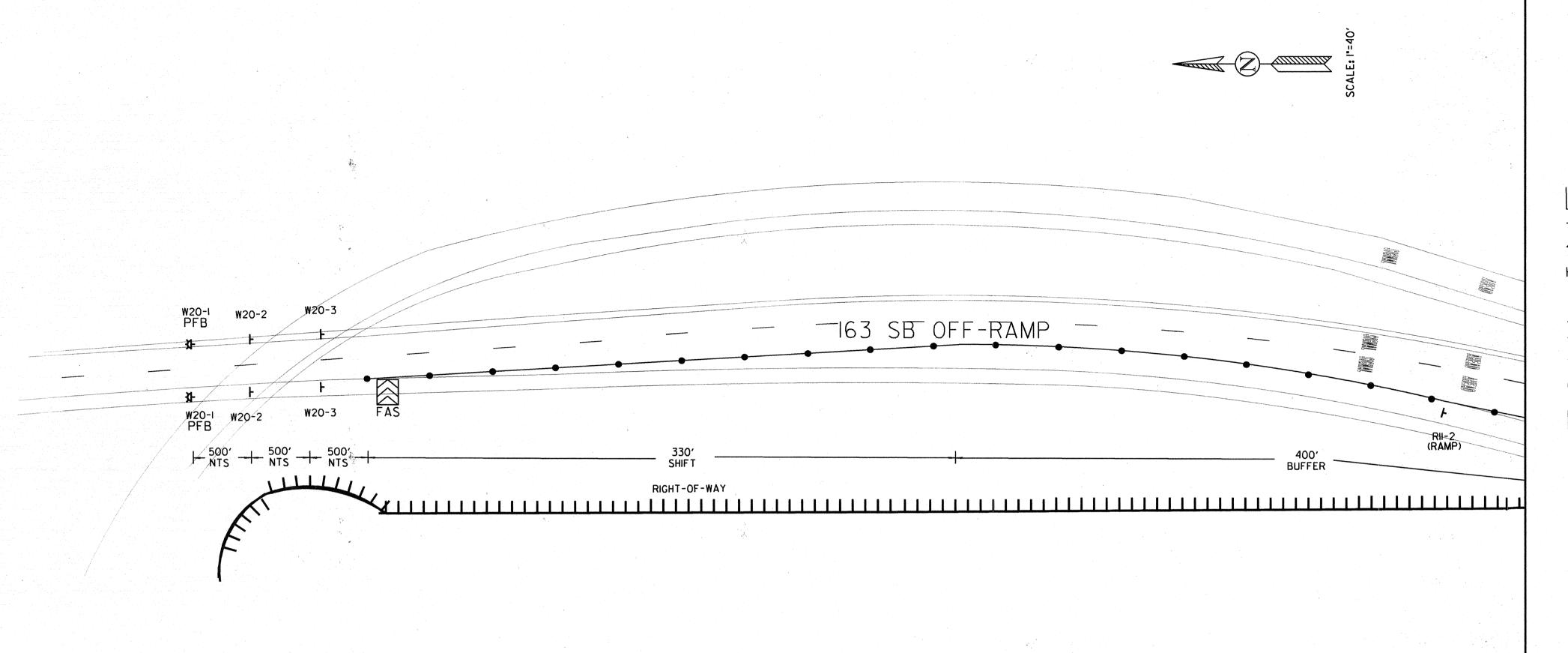
MINIMUM ØF 5 WORKING DAYS NOTIFICATION REQUIRED FOR CONSTRUCTION WORK WHICH AFFECTS TRAFFIC SIGNALS CALL (858) 495-4741

MATCHLINE

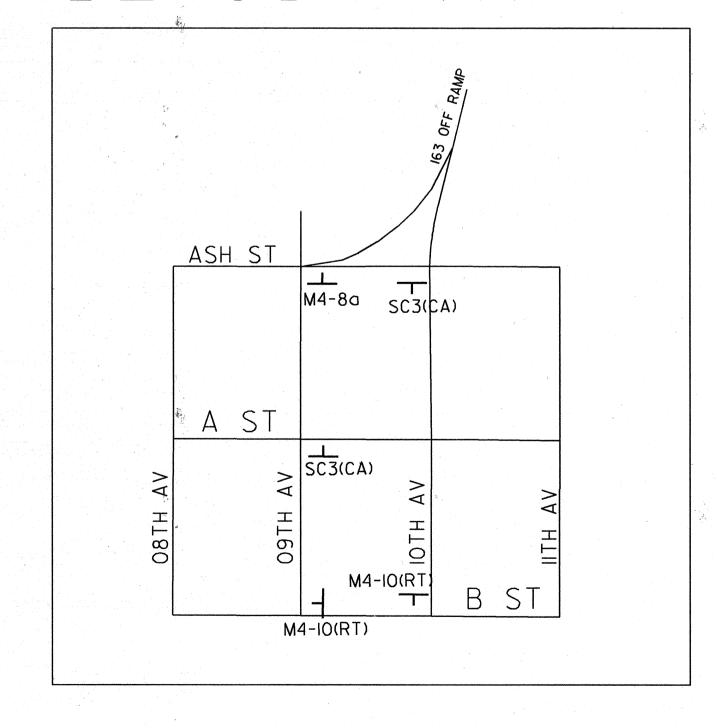
BEECH ST **d** G20-2 4 C20(CA)(RT)(2) **Ⅎ** G2O-2 M50-1 | M50-1 | T

CITY OF SA ENGINEERING AND SHEET	CAPITA		S DEPAI		wbs <u>B-I0198</u>
FOR CITY ENGINEER		07.	// DATE	2013	JIE XIAO ASSOCIATE ENGINEER
DESCRIPTION ORIGINAL	BY CS	APPROVED	DATE	FILMED	CORSON SMITH PROJECT ENGINEER
					202-1719 CCS27 COORDINATE
					1842444-6280407 CCS83 COORDINATE
CONTRACTOR		ATE STARTE			29619-T2-D





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TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858–495–4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

TRAFFIC SIGNAL TO REMAIN OPERATIONAL

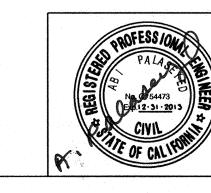
WORK HOURS 9:00PM - 5:00AM

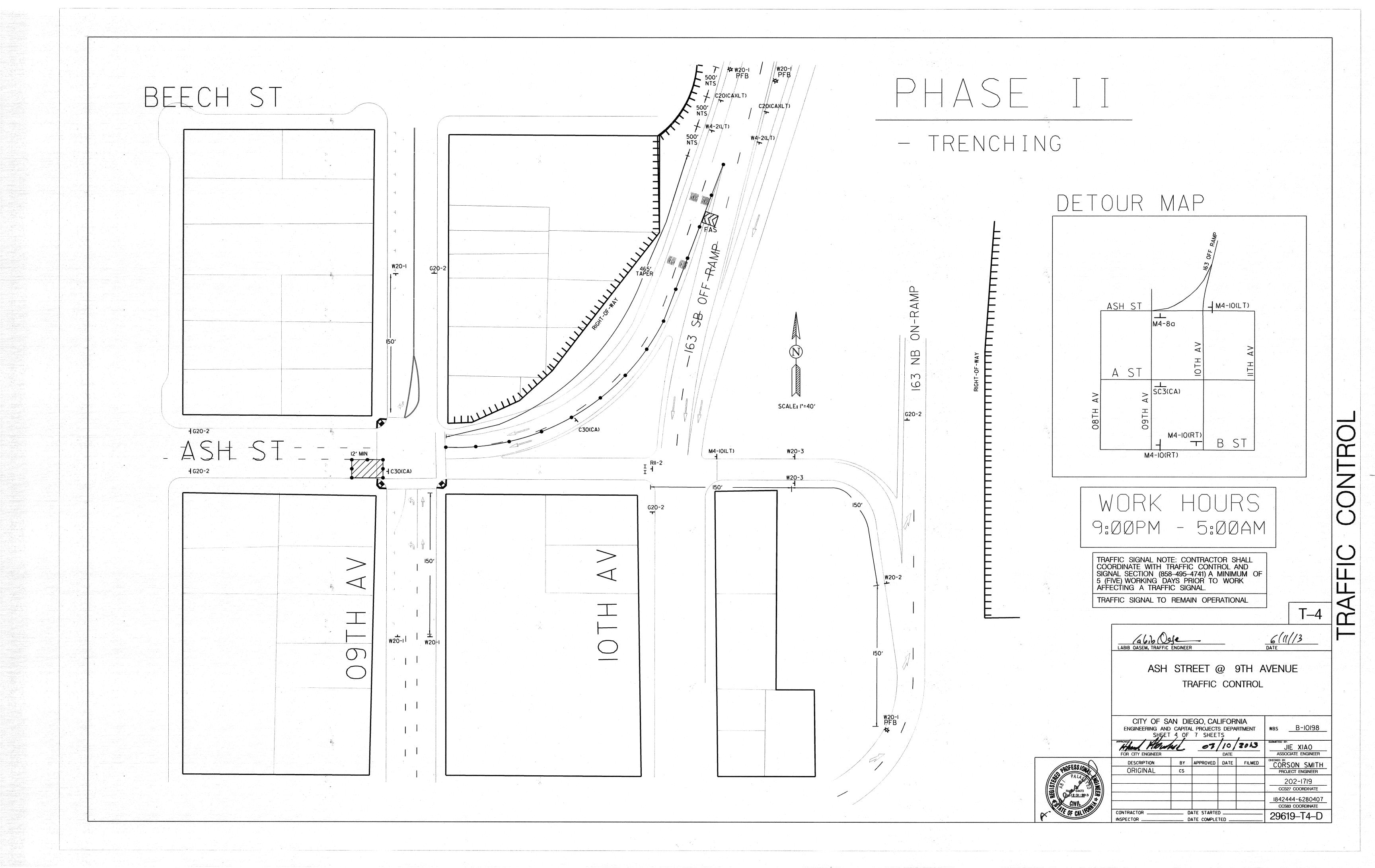
- TRENCHING

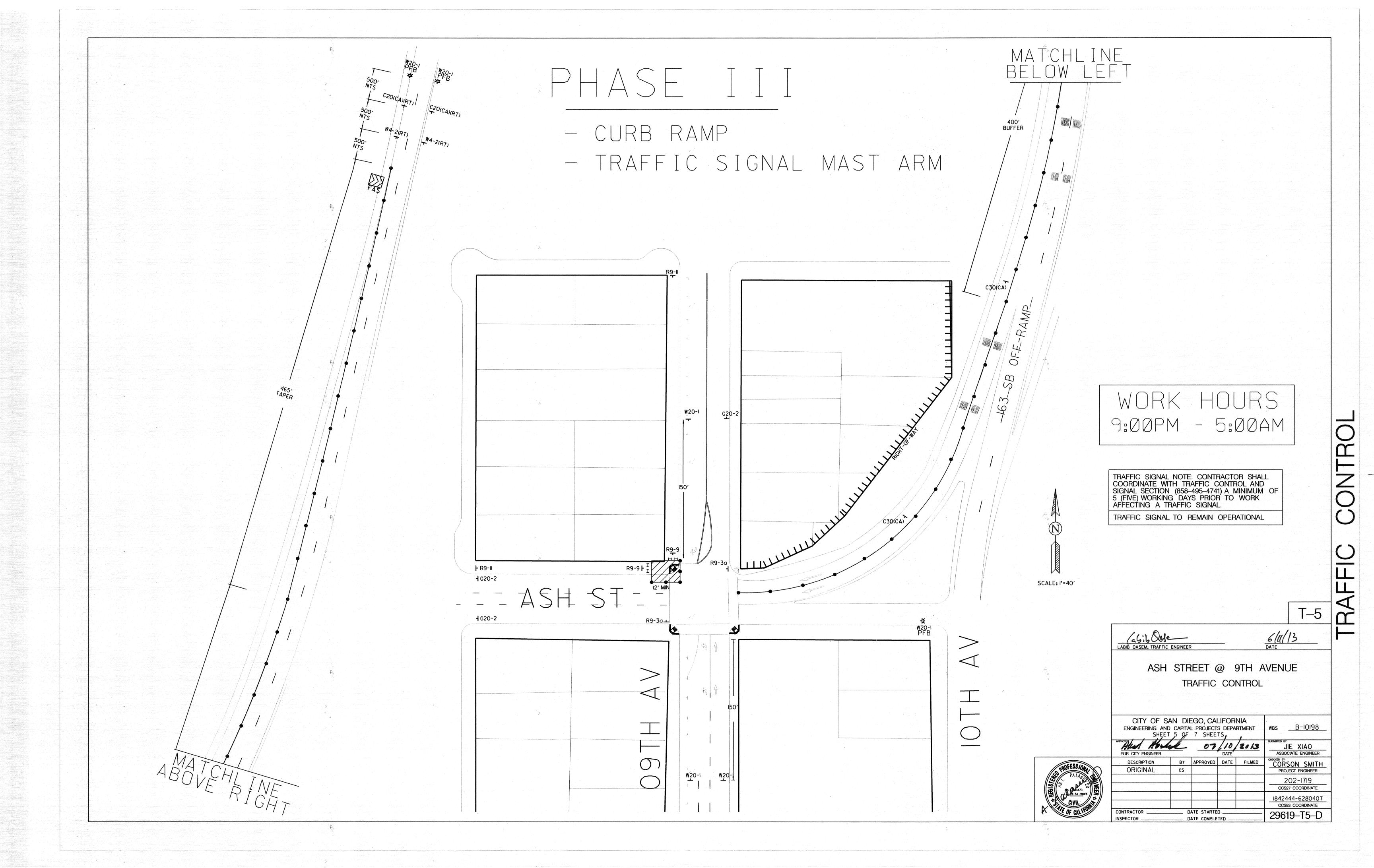
*			
66,6Ocle		6(11)	1/3
DASEM. TRAFFIC ENGINEER		DATE	

ASH STREET @ 9TH AVENUE TRAFFIC CONTROL

	CITY OF SA ENGINEERING AND SHEET	wbs <u>B-I0198</u>							
	FOR CITY ENGINEER	d.	07	DATE	2013	SUBMITTED BY: JIE XIAO ASSOCIATE ENGINEER			
	DESCRIPTION	ВҮ	APPROVED	DATE	FILMED	CORSON SMITH			
	ORIGINAL	cs				PROJECT ENGINEER			
						202-1719			
						CCS27 COORDINATE			
		fige The second second				1842444-6280407			
						CCS83 COORDINATE			
	CONTRACTOR	29619-T3-D							









- CURB RAMP
- TRAFFIC SIGNAL SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858–495–4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.

TRAFFIC SIGNAL TO REMAIN OPERATIONAL

WORK HOURS 9:00PM - 5:00AM

CI2(CA)

W20-I

1 CI2(CA)

R9-3a4

<u></u> ± | ₩20-1

d G20−2

d G20−2

LABIB OASEM, TRAFFIC ENGINEER

6(11/13)
DATE

ASH STREET @ 9TH AVENUE
TRAFFIC CONTROL

	CITY OF SA ENGINEERING AND SHEET	wbs <u>B-I0198</u>				
	FOR CITY ENGINEER	4	. 07,	DATE	2013	JIE XIAO ASSOCIATE ENGINEER
9	DESCRIPTION ORIGINAL	BY CS	APPROVED	DATE	FILMED	CORSON SMITH PROJECT ENGINEER
WEED						202-1719 CCS27 COORDINATE
						1842444-6280407 CCS83 COORDINATE
	CONTRACTOR	29619-T7-D				

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