# **City of San Diego**

CONTRACTOR'S NAME:

ADDRESS:\_\_\_\_\_ TELEPHONE NO.:\_

FAX NO.:

CITY CONTACT: JASON GUISE, 600 B Street Suite 800, MS 908A, San Diego, CA 92101 Email: jguise@sandiego.gov, Phone: (619) 533-4665 Fax: (619) 533-5176 CG/NB/egz

# CONTRACT DOCUMENTS FOR



## UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

VOLUME 1 OF 2

BID NO.:	L-13-5557-DBB-2	
SAP NO. (WBS/IO/CC):	S-00960	
CLIENT DEPARTMENT:	2114	
COUNCIL DISTRICT:	3	
PROJECT TYPE:	IG	

## THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO SLBE-ELBE FIRMS ONLY.
- > THIS IS A LOCALLY FUNDED CONTRACT THROUGH THE SANDAG.

The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of: Seal:  $G_{120:12}$ Sea

## 

The 2010 edition of the City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK") now contains the following distinct Contract Documents:

- 1) *Equal Opportunity Contracting Program Requirements* This Contract Document sets forth the standard requirements for the City's equal opportunity contracting program. When additional requirements by the funding source e.g., federal or state agencies are physically included in the contract documents or by reference and there is a discrepancy, the funding source requirements shall govern unless specified otherwise in the Special Provisions.
- 2) City Supplement The City Supplement shall be used in conjunction with the Standard Specifications for Public Works Construction ("The GREENBOOK"), 2009 Edition. The specifications contained in City Supplement take precedence over the specifications contained in The GREENBOOK, 2009 Edition.

Certain parts of the City Supplement have been highlighted in yellow for the convenience of the users only and shall not affect the interpretation of the Contract.

To obtain The GREENBOOK contact the publisher at: http://www.bnibooks.com

The WHITEBOOK is available only in electronic format under Engineering Documents and References at: <u>http://www.sandiego.gov/engineering-cip/</u>.

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8.

## **REQUIRED DOCUMENTS SCHEDULE**

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.

The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at: <u>http://www.sandiego.gov/eoc/forms/index.shtml</u>

ITEM	WHEN	BY	WHAT
1.	BID DUE DATE/TIME	ALL BIDDERS	Proposal
2.	BID DUE DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID DUE 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 DUE DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
5.	BID DUE DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
6.	BID DUE DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
7.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principle individual owners of the Apparent Low Bidder - In the event the firm is employee owned or publicly held, then the fact should be stated and the names of the firm's principals and officers shall be provided.
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture, the following information must be submitted: • Joint Venture Agreement • Joint Venture License
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements

## **REQUIRED DOCUMENTS SCHEDULE**

ITEM	WHEN	BY	WHAT
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance
16.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC20 - Monthly Employment Report
17.	BY 5th OF EACH MONTH	CONTRACTOR	Form CC25 - Monthly Invoicing Report
18.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC10 - Contract Change Order (CCO)
19.	PRIOR TO ACCEPTANCE	CONTRACTOR	Form CC15 - Final Summary Report
20.	PRIOR TO ACCEPTANCE	CONTRACTOR	Affidavit of Disposal

## SPECIAL NOTICE SMALL LOCAL BUSINESS ENTERPRISES (SLBE) AND EMERGING LOCAL BUSINESS ENTERPRISES (ELBE) PROGRAM

- 1. **INTRODUCTION.** This contract is subject to the requirements of the SLBE Program as specified in the SLBE-ELBE section of the City's EOCP Requirements included in The WHITEBOOK.
  - **1.1.** The Bidders are required to review The WHITEBOOK and become familiar with the detailed specifications including the required documentation and the submittal schedule as related to SLBE-ELBE program.

## 2. AMENDMENTS TO THE CITY'S GENERAL EOCP REQUIREMENTS.

- **III. Equal Employment Opportunity Outreach Program (A). DELETE** in its entirety and **SUBSTITUTE** with the following:
  - A. Competitive Bids. If a contract is competitively solicited, the Apparent Low Bidder shall submit a *Work Force Report (Form BB05)* or an Equal Employment Opportunity (EEO) Plan, 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.** AMENDMENTS TO THE CITY'S EOCP SLBE-ELBE REQUIREMENTS.

**XI. Suppliers.** Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance – Type II in the Bid and Proposal forms) in the calculation. Allowance – Type I Bid Items are part of the Base Bid integral to the SOW.

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

# Total voluntary subcontractor participation percentage for this project is 31.1%.

- **4.2** For the purpose of achieving the mandatory subcontractor participation percentage, the City will not account for the Field Orders, Additive or Deductive, and Allowance Bid Items (when shown by the City as Allowance Type II in the Bid and Proposal forms) in the calculation. Allowance Type I Bid Items are part of the Base Bid integral to the SOW.
- 5. **PRE-BID CONFERENCE.** A Pre-Bid Conference is scheduled for this contract as specified in the Invitation to Bids. The purpose of this meeting is to inform prospective Bidders of the submittal requirements and provisions relative to the Small Local Business Enterprise Program. Bidders are strongly encouraged to attend the Pre-Bid Conference to better understand the requirements of this contract.
- 6. **RESOURCES.** The current list of certified SLBE-ELBE firms can be found on the EOC Department website at <u>http://www.sandiego.gov/eoc/</u>

## CITY OF SAN DIEGO, CALIFORNIA

## INVITATION TO BIDS

 RECEIPT AND OPENING OF BIDS: Bid(s) will be received at the Public Works Contracting Group (PWCG) at 1200 THIRD AVENUE, SUITE 200, SAN DIEGO, CA 92101 UNTIL 1:30 PM on AUGUST 9, 2012 for performing work on the following project (Project):

## UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

2. 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:

Restripe and provide a center refuge median and wider travel lane to improve bicycle and pedestrian safety.

The Work shall be performed in accordance with:

- Bid No. L-13-5557-DBB-2 and Plans numbered 34898-1-D through 34898-8-D, inclusive.
- **3. ENGINEER'S ESTIMATE:** The Engineer's estimate of the most probable price for this contract is **\$252,000**.
- 4. LOCATION OF WORK: The location of Work is Citywide unless specified otherwise as follows:

## NORTH PARK COMMUNITY

- 5. CONTRACT TIME: The Contract Time for completion of the Work shall be 90 Working Days.
- 6. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance (i.e., Commercial General Liability Insurance, Commercial Automobile Liability Insurance, and Workers' Compensation Insurance) as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 7. 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.

The City has determined the following licensing classification(s) for this contract:

## CLASS A

8. **PRE-BID CONFERENCE:** There will be a Pre-Bid Conference to discuss the scope of the project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group Conference Room at 1200 Third Avenue, Suite 200, San Diego, CA 92101 at 10:00 AM, on JULY 24, 2012.

All potential bidders are encouraged to attend.

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) 236-6000 at least 5 Working Days prior to the Pre-Bid Conference to ensure availability.

- **9. CITY PROJECT MANAGER CONTACT INFORMATION:** See the cover of the Contract Documents.
- **10. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Document No.	Filed	Description		
PITS0504091	05-04-09	Standard Specifications for Public Works Construction (The GREENBOOK), 2009 Edition		
PITS090110-1	09-01-10	City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK), 2010 Update *		
AEC1231064	12-31-06	California Department of Transportation, Manual of Uniform Traffic Control Devices (MUTCD 2006)		
769023	09-11-84	Standard Federal Equal Employment Opportunity Constructi Contract Specifications and the Equal Opportunity Clause		

1. STANDARD SPECIFICATIONS

NOTE: The City of San Diego Supplement, 2010 Update now consolidates various City Public Works Construction Standard Specifications which in the past were included in the Supplementary Special Provisions. The Bidders' attention is directed to this edition of the City Supplement for a close review to ensure no important information is missed for the preparation of the Bids.

## 2. STANDARD DRAWINGS

Document No.	Filed	Description	
AEC1230163	12-31-06	City of San Diego Standard Drawings*	
N/A	Varies	City Standard Drawings - Updates Approved For Use*	
AEC0925061	09-25-06	Caltrans 2006 U.S. Customary Unit Standard Plans	

NOTE: \*Available online under Engineering Documents and References at: http://www.sandiego.gov/engineering-cip.

**11. WAGE RATES**: Prevailing wages are not applicable to this project <u>unless specified otherwise</u> <u>on the cover page of these specifications and when included in these specifications</u>. See Funding Agency Provisions that follow this Invitation to Bid for more information.

Tony Heinrichs, Director Public Works Department

## **INSTRUCTIONS TO BIDDERS**

1. **PREQUALIFICATION OF CONTRACTORS:** The contractor(s) who intend to submit Bid or Proposal in response to this invitation to bid, or RFP's for GRC or As-Needed Design-Build Task Orders valued over \$50,000, must be pre-qualified for the total amount proposed, inclusive of all alternate bid items or the specified Task Order limits prior to the date of Bid 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 or a Task Order authorization. Complete information and prequalification questionnaires are available at:

http://www.sandiego.gov/engineering-cip/services/consultcontract/prequal.shtml

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 Public Works Department - Engineering & Capital Projects Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, please contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

- **2. CONTRACTOR REGISTRATION:** Prospective bidder(s) as well as existing contractors and suppliers are required to register with the City's EOCP. Refer to 2-17, "CONTRACTOR REGISTRATION" for details.
- **3. 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.
- 4. CITY'S RIGHTS RESERVED: The City reserves the right to cancel the Invitation to 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 Invitation to Bid shall be the sole responsibility of each bidder. The Invitation to Bid creates or imposes no obligation upon the City to enter a contract.
- **5. 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 unless specified otherwise such as as-needed contracts e.g., GRC in the Contract Documents.
- 6. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-1.6, "Trade Names or Equals."
- 7. AWARD PROCESS: The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award, including the submittal of acceptable insurance and surety bonds pursuant to San Diego Municipal Code § 22.3007. If the responsible Bid does not exceed the City's engineering estimate, the City will, in most cases, prepare contract documents for execution within 3 weeks of the date of the Bid opening and award the Contract within 5 Working Days of receipt of properly executed Contract, bond, and insurance documents.

This contract is deemed to be awarded, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

**8. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.

- **9. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/engineering-cip/services/consultcontract/advertising.shtml</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group at the address listed below.
- **10. QUESTIONS:** Questions about the meaning or intent of the Contract Documents as related to the scope of Work and of technical nature shall be directed to the Project Manager prior to Bid opening. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda, which will be uploaded to eBidboard (or mailed or delivered to all parties recorded by the City as having received the Contract Documents for Minor Construction contracts).

The Director (or designee), Public Works Department is the officer responsible for opening, examining, and declaring of competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Questions in these areas of responsibility (e.g., i.e. Pre-qualification, EOCP information, bidding activities, bonds and insurance, etc. as related to this contract shall be addressed to the Public Works Contracting Group (PWCG), Public Works Department, 1200 Third Avenue, Suite 200, San Diego, California, 92101, Telephone No. (619) 236-6000.

Questions received less than 14 days prior to the date for opening of Bids may not be answered. 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.

- **11. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than 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.
- **12. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including 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, before the Contract can be executed.
- **13. 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.

The entire specifications for the bid package do not need to be submitted with the bid. Bidder shall complete and submit, only, all pages in the "Bidding Documents" (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 City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.

Bids and certain other specified forms and 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.

Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

14. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY): With the exception of the contracts valued \$5,000 or less, GRC 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.

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.

A Bid received without the specified bid security will be rejected as being **non-responsive**.

**15. AWARD OF CONTRACT OR REJECTION OF BIDS:** This contract may be awarded to the lowest responsible and reliable Bidder (for Design-Build contracts refer to the RFP for the selection and award information). Bidders shall complete the entire Bid schedule (e.g., schedule of prices). Incomplete price schedules will be rejected as being **non-responsive**.

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.

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.

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".

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.

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 Invitation to Bids.

The City reserves the right to evaluate all Bids and determine the lowest Bidder (or winner for Design-Build contracts) on the basis of any proposed alternates, additive items or options, at its discretion.

**16. BID RESULTS:** The Bid opening by the City shall constitute the public announcement of the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts). In the event that the Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts) is subsequently deemed non-responsive or non-responsible, a public announcement will be posted in the City's web page, with the name of the newly designated Apparent Low Bidder (or Apparent Winner in case of Design-Build contracts).

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. Due to time constraints, Bid results cannot be given out over the telephone.

**17. THE CONTRACT:** 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 10 Working Days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

If the Bidder takes longer than 10 Working 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.

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.

For contracts that are not Design-Build, 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 10 Working 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.

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.

**18. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, the GRC Unit Price Books if applicable, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents) therefore. The submission of a Bid or GRC Task Order Proposal 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.

## **19. DRUG-FREE WORKPLACE:**

a) General:

City projects are subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. Bidders shall become aware of the provisions of Council Policy 100-17 which was established by Resolution No. R-277952. The policy applies equally to the Contractor and Subcontractors. The elements of the policy are outlined below.

b) Definitions:

"Drug-free workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility or public work by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.

"Employee" means the employee of a contractor directly engaged in the performance of work pursuant to a contract as described in Section 3, "City Contractor Requirements."

"Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).

"Contractor" means the department, division, or other unit of a person or organization responsible to the contractor for the performance of a portion of the work under the contract.

c) City Contractor Requirements:

Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free workplace by doing all following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - i. The dangers of drug abuse in the workplace.
  - ii. The person's or organization's policy of maintaining a drug-free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs.
  - iv. The penalties that may be imposed upon employees for drug abuse violations.
- c. Posting the statement required by subdivision (1) in a prominent place at contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the Site.

The Contractor shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) above. The Contractors and Subcontractors shall be individually responsible for their own drug-free workplace programs.

Note: The requirements of a drug-free awareness program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-free Workplace Policy shall be referred to the Director, Public Works Department.

## 20. AMERICANS WITH DISABILITIES ACT:

- a) General: City projects are subject to City of San Diego Resolution No. R-282153 adopted on June 14, 1993. The Bidders shall become aware of the provisions of Council Policy 100-04 which was established by Resolution No. R-282153. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.
- b) Definitions:

"Qualified individual with a disability" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Employee" means the employee of the Contractor directly engaged in the performance of Work.

- c) The City Requirements: Every person or organization entering into a contractual agreement with or receiving a grant from the City of San Diego shall certify to the City of San Diego that it will comply with the ADA by adhering to all of the provisions of the ADA listed below.
  - i. The Contractor shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
  - ii. No qualified individual with a disability may be excluded on the basis of disability, from participation in, or be denied the benefits of services, programs, or activities by the Contractor or Subcontractors providing services for the City.
  - iii. The Contractor shall post a statement addressing the requirements of the ADA in a prominent place at the worksite. The Contractor shall include in each subcontract agreement, language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions (a) through (c) inclusive of Section 3. The Contractor and Subcontractors shall be individually responsible for their own ADA employment programs. Questions about the City's ADA Policy should be referred to the Contract Administrator.
- 21. CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE: This contract is subject to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808. Bidders shall become aware that the requirements apply to Contractors and Subcontractors for contracts greater than \$50,000 in value.

Upon award, amendment, renewal, or extension of this contract, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.

The Contractors shall ensure that their Subcontractors whose subcontracts are greater than \$50,000 in value complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. Subcontractors may access the Pledge of Compliance at:

http://www.sandiego.gov/purchasing/pdf/contractor\_standards\_questionnaire.pdf.

The Contractors shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City of San Diego Municipal Code §22.3224. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3224: Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3224 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

**22. NOTICE OF LABOR COMPLIANCE PROGRAM APPROVAL:** The City of San Diego received initial approval as a Labor Compliance Program on August 11, 2003. The Labor Compliance Program Manual is available at:

http://www.sandiego.gov/eoc/laborcompliance/#manual.

The limited exemption from prevailing wages pursuant to Labor Code §1771.5(a) does not apply to contracts under jurisdiction of the Labor Compliance Program. Inquiries, questions, or assistance about the Labor Compliance Program should be directed to: Equal Opportunity Contracting Program, 1200 Third Ave., Suite 200 MS 56P, San Diego, CA 92101, Tel. 619-236-6000.

**23. PAYROLL RECORDS:** The Contractor's attention is directed to the City of San Diego Labor Compliance Program, Section IV, pages 4-7, and the State of California Labor Code §§ 1771.5(b) and 1776 (Stats. 1978, Ch. 1249). These require, in part, that the Contractor and Subcontractors maintain and furnish to the City, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

The Contractor and Subcontractors shall submit weekly certified payrolls online via Prism® i.e., the City's web-based labor compliance program. Instructions on how to use the system will be provided to the Contractor after the award.

The Contractor shall be responsible for the compliance with these provisions by Subcontractors. The City shall withhold contract payments when payroll records are delinquent or inadequate, or when it is established after investigation that underpayment has occurred.

- 24. APPRENTICES ON PUBLIC WORKS: The Contractor shall abide by the requirements of §§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.
- **25. EQUAL BENEFITS:** This contract is subject to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of the San Diego Municipal Code (SDMC).

In accordance with the EBO, Bidders shall certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the Contract (SDMC §22.4304(f)). Failure to maintain equal benefits is a material breach of the Contract (SDMC §22.4304(e)). The Contractor shall notify employees of their equal benefits policy at the time of hire and during open enrollment periods and shall post a copy of the following statement in an area frequented by employees:

"During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners."

The Contractor shall give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

**26. LIMITED COMPETITION:** When designated as restricted competition on the cover page, this contract may only be bid by the Contractors on the approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.

### 27. PRE-AWARD ACTIVITIES:

<u>Pre-award Submittals</u> - The Apparent Low Bidder (or winner in case of Design-Build contracts) 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**.

If the Bid is rejected as non-responsive, the Apparent Low Bidder (or winner in case of Design-Build contracts) shall forfeit the Bid Security required under Invitation to Bids, of this bid package. The decision that the Apparent Low Bidder (or winner in case of Design-Build contracts) is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## AGREEMENT

## **CONSTRUCTION CONTRACT**

This\_contract\_is\_made\_and\_entered\_into\_between\_THE\_CITY\_OF\_SAN\_DIEGO, a municipal corporation, herein called "City", and **PAL General Engineering, Inc.** 

herein called "Contractor" for construction of <u>UNIVERSITY AVE & ALABAMA ST MEDIAN</u> <u>IMPROVEMENTS</u>; Bid No. <u>L-13-5557-DBB-2</u>; in the amount of <u>One Hundred Fifty-Six</u> <u>Thousand Three Hundred Forty-Three Dollars and 75/100 (\$156,343.75)</u>, which is comprised of the Base Bid.

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) That certain documents entitled <u>UNIVERSITY AVE & ALABAMA ST MEDIAN</u> <u>IMPROVEMENTS</u> on file with the Public Works Contracting Group as Document No. <u>S-00960</u>, as well as all matters referenced therein.
- 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 <u>UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS</u>, Bid Number <u>L-13-5557-DBB-2</u>, 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 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 authorizing such execution.

#### THE CITY OF SAN DIEGO

#### APPROVED AS TO FORM AND LEGALITY

Βy

# By\_

f

Print-Name		
Downs Pric	r, Principal Contract Specialist	
Date:	10/11/12	

Print Name:	Ryan	Kohut
		ty City Attorney

Date: 10/15/2017\_

Jan I. Goldsmith, City Attorney

#### **CONTRACTOR**

By	PAL	General	Enginee	ring,	Ing.
Print	Name:	Marla	Enginee: Jahshan	H.	ba III

Title: President

Date: 8/31/2012

City of San Diego License No.: B2008032175

State Contractor's License No.: 916931

## CONTRACT FORMS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

#### FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Pal General Engineering, Inc. \_\_\_\_\_\_\_, a corporation, as principal, and \_\_\_\_\_\_\_, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of One Hundred Fifty-Six Thousand Three Hundred Forty-Three Dollars and 75/100 (\$156,343.75), for the faithful performance of the annexed contract, and in the sum of One Hundred Fifty-Six Thousand Three Hundred Forty-Three Dollars and 75/100 (\$156,343.75), for the benefit of laborers and materialmen designated below.

#### **Conditions:**

If the Principal shall faithfully perform the annexed contract <u>UNIVERSITY AVE &</u> <u>ALABAMA ST MEDIAN IMPROVEMENTS</u>, Bid Number <u>L-13-5557-DBB-2</u>, 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 laborers 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 FORMS (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

Dated	August 30	, 2012
Approved as to Form and Legali	ity	PAL General Engineering, Inc. Principal By Marla Jahshan, President Printed Name of Person Signing for Principal
Jan I. Goldsmith, City Attorney		Transe runne of reason organing for Transput
By Deputy City Attorney	Æ	The Hanover Insurance Company Sprety By M. C. Gaynor Matthew C. Gaynor
Approved:		2 MacArthur Place, 2nd Floor Local Address of Surety
(20)		Santa Ana, CA 92707
Downs Prior, Principal Contract	Specialist	Local Address (City, State) of Surety
	, ,	(714) 415-3808
		Local Telephone No. of Surety

Premium \$ 1,782

Bond No. 1952086

#### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

#### Matthew C. Gaynor, Kim D. Vasquez and/or Daniel Frazee

of **Santee**, **CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows;

#### Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents,





THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA Ì UX - Mom Vice President omn Robert Thomas,

Vice Plesies

a d

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss.

On this **21st** day of **April 2011**, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public

My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America )

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of August, 2012.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

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Glohn Margosian, Vice President

ACKNOWLEDGMENT State of California San Diego County of 31/2012 whic On before me, (insert name and title of the officer) hshan npersonally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. YASMIN ALQURAINI WITNESS my hand and official seal. Commission No. 1922207 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Comm. Expires JANUARY 16, 2015 pour a Signature (Seal)

ACK	NOWLEDGMENT
State of California County of San Diego	)
On August 30, 2012 befo	ore me, Kathy Scheuerman, Notary Public
	(insert name and title of the officer)
subscribed to the within instrument and his/ <del>her/their</del> authorized capacity(ies), an person(s), or the entity upon behalf of w	actory evidence to be the person(s) whose name(s) is/are acknowledged to me that he/she/they executed the same in nd that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument. Y under the laws of the State of California that the foregoing
WITNESS my hand and official seal.	55 KATHY SCHEUERMAN Commission No. 1884440 NOTARY PUBLIC - CALIFORNIA SAN DIEGO COUNTY Commission Expires March 28, 2014
Signature Kathy Schouls nue	an (Seal)

## **CONTRACTOR CERTIFICATION**

#### DRUG-FREE WORKPLACE

#### PROJECT TITLE: UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in INSTRUCTION TO BIDDERS, "Drug-Free Workplace", of the project specifications, and that;

PAL General Engineering, Inc.

	(Name und	ler which b	usiness is c	onducted	)	
has in place a drug-free v subcontract agreement agreement to abide by the	for this proje	ct contain	s language	which i	indicates the	subcontractor's
	. / 0	$\bigcap$	1			

Signed	1 Ja	Yh	
Printed Name	Marla .	Jahshan	 
Title	Preside	nt	

## **CONTRACTOR CERTIFICATION**

#### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

#### PROJECT TITLE: \_\_UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

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 INSTRUCTION TO BIDDERS, "American With Disabilities Act", of the project specifications, and that;

PAL General Engineering, Inc.

(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\_Marla Jahshan

Title President

## **CONTRACTOR CERTIFICATION**

#### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

#### PROJECT TITLE: UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

I declare under penalty of perjury that I am authorized to make this certification on behalf of <u>PAL General Engineering Inc</u>, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in INSTRUCTION TO BIDDERS ("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 3	<u>1</u> Day of <u>August</u> , 2 <u>012</u> .
Signed	1 b Ph
Printed Name	Marla Jahshan
Title	President

## COMPANY LETTERHEAD

## **CERTIFICATE OF COMPLIANCE**

## **Materials and Workmanship Compliance**

#### For Contract UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

I certify that the material listed below complies with the materials and workmanship requirements of the CalTrans Contract Plans, Special Provisions, Standard Specifications, and Standard Plans for the contract listed above.

I also certify that I am an official representative for \_\_\_\_\_\_, the manufacturer of the material listed above. Furthermore, I certify that where California test methods, physical or chemical test requirements are part of the specifications, that the manufacturer has performed the necessary quality control to substantiate this certification.

#### Material Description:

Manufacturer:
Model:
Serial Number (if applicable)
Quantity to be supplied:
Remarks:
Signed by:
Printed Name:
Title:
Company:
Date:

## City of San Diego Engineering and Capital Projects, Field Division

## NOTICE OF MATERIALS TO BE USED

To:

Date: \_\_\_\_\_, 20\_\_\_\_

**Resident Engineer** 

You are hereby notified that the materials required for use under Contract No. <u>L-13-5557-DBB-2</u> for construction of <u>UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS</u>, in the City of San Diego, will be obtained from sources herein designated.

CONTRACT ITEM NO. (Bid Item)	KIND OF MATERIAL (Category)	NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)

It is requested that you arrange for a sampling, testing, and inspection of the materials prior to delivery, in accordance with Section 4-1.11 of the contract documents, where it is practicable, and in accordance with your policy. It is understood that source inspection does not relieve the Contractor of full responsibility for incorporating in the work, materials that comply in all respects with the contract plans and specifications, nor does it preclude subsequent rejection of materials found to be undesirable or unsuitable.

Distribution:

Supplier

Yours truly,

Signature of Supplier

Address

Phone Number

## AFFIDAVIT OF DISPOSAL

WHEREAS, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

## UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

(Project)

as particularly described in said contract and identified as Bid No. <u>L-13-5557-DBB-2</u>; SAP No. (WBS/IO/CC) <u>S-00960</u>; and WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and WHEREAS, said contract has been completed and all surplus materials disposed of:

**NOW, THEREFORE**, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s):

and that they have been disposed of according to all applicable laws and regulations.

Dated this DAY OF, 2	Dated this	DAY O	F,	2
----------------------	------------	-------	----	---

Contractor

by

ATTEST:

State of \_\_\_\_\_\_ County of \_\_\_\_\_\_

On this \_\_\_\_\_ DAY OF \_\_\_\_\_\_, 2\_\_\_\_, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared \_\_\_\_\_\_ known to me to be the \_\_\_\_\_\_

Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

## SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

THESE SUPPLEMENTARY SPECIAL PROVISIONS CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE GREENBOOK) CURRENTLY ADOPTED BY THE CITY, INCLUDING ITS CURRENT SUPPLEMENT AMENDMENTS (CITY SUPPLEMENTS INCLUDED IN THE WHITEBOOK), EXCEPT FOR THE FOLLOWING:

#### STYLE OF SPECIFICATIONS

The City is gradually standardizing the style and language of the standard specifications for the public works construction. The new style and language follows the Federal guidelines for "Plain Language" to the extent possible.

The use of this new style does not change the meaning of a specification not yet using this style. Where used in the Contract Documents, statement or command type phrases (i.e., active voice and imperative mood) refer to and are directed at the Bidder or Contractor as applicable. The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor's." Similarly, interpret "we" and "us" as "the City" and "our" as "the City's".

## **PART 1 – GENERAL PROVISIONS**

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

#### **1-2 TERMS AND DEFINITIONS.**

**Agency** – ADD the following:

Regulatory activities handled by the City of San Diego Developmental Services, Fire and Planning Departments, or any other City Department are not subject to the responsibilities of the City under this contract.

**Certificate of Compliance** – To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**Certificate of Compliance** – A written document signed and submitted by a supplier or manufacturer that certifies that the material or assembled material supplied to the Work site complies with the requirements of the Contract Documents.

**Contract Documents -** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

The Agreement, Addendum, Invitation to Bids, Instructions to Bidders, special notice page, funding agency provisions, Bid and documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award when attached as an exhibit to the Contract, Bonds, permits from jurisdictional regulatory agencies, Supplementary Special Provisions (SSP), City's EOCP Requirements, City Supplement, Plans, Standard Plans, Construction Documents, Reference Specifications listed in the Invitation to Bids or the RFP for Design-Build contracts, Request for Qualifications (RFQ), Statement of Qualifications (SOQ), Request for Proposals (RFP), modifications issued after the execution of the Contract e.g., Change Orders, Construction Manager At Risk's Guaranteed Maximum Price including written qualifications, assumptions and conditions thereto and Pre-construction Services Agreement.

**ADD**: **Limited Notice To Proceed** – A written notice given from the City to the Contractor that authorizes the Contractor to start a limited amount of work that is not Construction Work, such as finalizing subcontract agreements, ordering materials, mobilization, furnishing a field office, and any other preliminary work done prior to performing Construction Work.

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

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

Notice of Completion (NOC) - ADD the following:

See California Civil Code section 3093.

**Samples** - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

## SECTION 2 - SCOPE AND CONTROL OF WORK

**2-1.2.2 Joint Venture Contractors.** To the City Supplement, last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

The Joint Venture shall designate an on-site representative and an alternate in writing. The on-site representative and the alternate shall have the full authority to bind all Joint Venture partners.

The Joint Venture shall provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receipt by the Bidder of Contract forms.

2-3.1.2 Subcontractor List. ADD the following:

For Extra Work, the Contractor shall submit Form CC10, "CONTRACT CHANGE ORDER (CCO)" with each CCO proposal. Form CC10 is available for download from the EOCP site at: http://www.sandiego.gov/eoc/pdf/cc10.pdf.

**2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least **50 percent** 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 determining the Apparent Low Bidder as specified. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.

## 2-3.3 Status of Subcontractors. ADD the following:

With every request for payment, the Contractor shall submit to the Engineer a breakdown showing monthly and cumulative amounts of the Work performed under Change Order by the Contractor and the Subcontractors. The reporting format shall be approved by the Engineer.

2-3.4 Subcontract Requirements. To the City Supplement, ADD the following paragraph:

The Contractor shall ensure that all of its Subcontractors are licensed at the time of the execution of their subcontract agreements. In the event a Subcontractor is not properly licensed, the Contractor shall cease payment to Subcontractor for all work performed when the Subcontractor was improperly licensed. Any payment made by the Contractor to a Subcontractor for work performed when the Subcontractor was unlicensed shall be returned to the City.

Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is the Contractor's responsibility to ensure the Subcontractor or Supplier employed for such work is approved by the manufacturer.

**2-5.2 Precedence of Contract Documents.** To the Cit Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**2-5.2 Precedence of Contract Documents..** If there is a conflict between any of the Contract Documents, the document highest in the order of precedence shall control. The order of precedence, from highest to lowest, shall be as follows:

- 1) Permits (i.e., issued by jurisdictional regulatory agencies)
- 2) Change Orders and Supplemental Agreements; whichever occurs last

- 3) Contract and Agreement
- 4) Addenda
- 5) Bid (e.g., price Proposal for Design-Build contracts)
- 6) Request for Proposal (RFP)
- 7) Invitation to Bid
- 8) Instruction to Bidders
- 9) Request for Qualifications (RFQ)
- 10) Special Provisions (i.e., City's EOCP Requirements, City Supplement, and Supplementary Special Provisions (SSP))
- 11) Plans
- 12) Construction Documents (for Design-Build contracts)
- 13) Standard Drawings
- 14) Reference Specifications (e.g., GREENBOOK)
- 15) Technical Proposal (for Design-Build contracts)
- 16) Statement of Qualifications (SOQ)

When additional requirements by the funding sources are physically or by reference incorporated in the Contract Documents, the funding source's requirements shall govern **unless specified otherwise**.

Figured dimensions shall take precedence over scaled dimensions. Detailed drawings shall take precedence over general drawings.

**2-5.3.1 General.** DELETE in its entirety and SUBSTITUTE with the following:

When required by the Contract Documents or when requested by the Engineer, the Contractor shall provide the submittals as specified in 2-5.3.2, 2-5.3.3, and 2-5.3.4 to the Engineer. Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed before the required submittals have been reviewed and accepted by the Engineer. The payment for the submittals shall be included in the various Bid items. Neither review nor acceptance of submittals by the Engineer shall relieve the Contractor from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The Contractor shall be responsible for the correctness of the submittals.

The Contractor shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

## 2-5.4.1 General. ADD the following:

Source Identification e.g., RFI numbers and Change Order numbers as required to identify the source of the change to the Contract Documents shall be noted.

2-5.4.2 Asset Specific Red-lines. To the City Supplement, item d), ADD the following:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.

- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Plans.

ADD the following:

h) Slurry Seal and Asphalt Overlay Red-Lines: The Contractor shall clearly record on the City provided forms in MS Excel format the actual dates and quantity of each Bid item applied to each street segment and comments regarding each segment. The Contractor shall record reasons if no work is performed.

## 2-5.5 As-built Drawings. ADD the following:

As-built Drawings shall be the responsibility of the Contractor.

## **2-6 WORK TO BE DONE.** ADD the following:

In accordance with the provisions of California Law, the Contractor shall possess or require the Subcontractor(s) to possess valid appropriate license(s) for the Work being performed.

## 2-9.1 Permanent Survey Markers. DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall notify the Engineer or the owner on a Private Contract, at least 7 days before starting the Work to allow for the preservation of survey monuments, and benchmarks. The Engineer or the owner on a Private Contract through its Registered Land Surveyor or a Registered Civil Engineer, will, at its cost, file a Corner Record or a Record of Survey referencing survey monuments subject to disturbance in the Office of the County Surveyor in accordance with Business and Professions Code 8771.

The Contractor shall not disturb or permanently cover survey monuments or benchmarks without the consent of the Engineer or the owner on a Private Contract. The Contractor shall bear the expense of uncovering and replacing any that may be disturbed or covered without permission. When a change is made in the finished elevation of the pavement of any roadway in which a street survey monument is located, the Contractor shall adjust the monument riser ring to the new grade within 7 days of finished paving unless otherwise specified in the Special Provisions. If a referenced monument is unable to be reset in its original location due to improvements, the Contractor shall establish the reset monument in a location approved by the Engineer.

Replacing and establishing survey references e.g., survey monuments and benchmarks shall be done only under the direction of the Engineer by a Registered Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.

## 2-10 AUTHORITY OF BOARD AND ENGINEER. ADD the following:

Regulating agencies of the City, such as Developmental Services, Fire and Planning Departments, enforce Legal Requirements and standards. These enforcement activities are not subject to the responsibilities of the Engineer under this Agreement.

## **2-11 INSPECTION.** ADD the following:

The City may utilize field inspectors to assist the Engineer during construction in observing performance of the Contractor. The inspector is for the purpose of assisting the Engineer and shall not be confused with an inspector with a City regulatory agency or with a Special Inspector.

Code compliance testing (including all Geotechnical requirements) and inspections required by codes or ordinances, or by a plan approval authority, shall be the responsibility of and shall be paid by the Contractor, unless otherwise provided in the Contract Documents.

The Contractor's quality control testing and inspections shall be the sole responsibility of the Contractor and paid by the Contractor included in the Bid price.

**ADD: 2-17 CONTRACTOR REGISTRATION.** The Contractor, Subcontractors, and Suppliers shall register with the City's EOCP via Prism® i.e., the City's web-based contract compliance portal at: <u>https://pro.prismcompliance.com/contractor/plugins/pages/contractormenu.aspx</u>.

The Contractor shall ensure that proposed Subcontractors and Suppliers have completed the registration prior to Notice of Intent to Award. If the Contractor fails to have its Subcontractors and Suppliers registered after the NTP has been issued, the City will withhold a minimum of 10% in addition to the Retention from all invoices submitted until the Contractor and all listed Subcontractors and Suppliers are properly registered in PRISM.

## **SECTION 3 – CHANGES IN WORK**

**3-3.2.2 Basis for Establishing Costs.** To the City Supplement, a) Labor, 1<sup>st</sup> and 2<sup>nd</sup> paragraphs, DELETE in their entirety and SUBSTITUTE with the following:

The City reserves the right to request financial records of salaries for an employee, wages, bonuses and deductions to substantiate the actual cost of labor certified by a California licensed Certified Public Accountant. The Contractor shall use the City provided form i.e., "PUBLIC WORKS PAYROLL REPORTING FORM" which is available at <u>http://www.sandiego.gov/eoc/pdf/payrollreport.pdf</u> to list the labor rates of its personnel and Subcontractors who work on this Project. An initial submittal shall be made prior to NTP.

The payment for payroll records shall be included in the various Bid item unless a separate Bid item has been provided.

## **SECTION 4 - CONTROL OF MATERIALS**

**4-1.3.1 General.** To the 1<sup>st</sup> paragraph, ADD the following:

Other standard items or materials typically accepted by Certificate of Compliance shall not require inspection at the source unless specified in the Special Provisions. For a list of these items or materials, the Contractor may refer to the Contract Documents.

**4-1.5 Certificates of Compliance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**4-1.5 Certificates of Compliance.** DELETE in its entirety and SUBSTITUTE with the following:

Certificates of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer.

The Engineer may waive the materials testing requirements of the Specifications and accept a Certificate of Compliance. Manufacturing test data may be required by the Engineer to be included with the submittal.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection whether in place or not.

When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

**4-1.6 Trade Names or Equals.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

- a) The Contractor shall submit its list of proposed substitutions for "an equal" ("or equal") item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.
- b) The request for substitution shall include the following information:
  - i. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
  - ii. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
  - iii. All variations of the proposed substitute from the items originally specified will be identified.
  - iv. Available maintenance, repair, and replacement service requirements. The manufacturer shall have a local service agency within 50 miles of the site which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
  - v. Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
- c) There is no guaranteed time frame for the City's review of the substitution requests.
- d) The burden of proof as to the type, function, and quality of any such substitute product, material or equipment shall be upon the Contractor. The Engineer may require at the Contractor's expense additional data about the proposed substitute.
- e) If the Engineer takes no exceptions to the proposed substitution, it shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.
- f) The lack of action(s) on the Engineer's side within the Contractor's requested time shall not constitute acceptance of the substitution.
- g) Acceptance by the Engineer of a substitute item shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents.
- h) For the substitution review process or to have materials listed on the AML, refer to the AML standard review process.
- i) The Bid submittal shall be based on the material and equipment specified by name in the Contract. If the proposal is rejected by the Engineer, the Contractor shall not be entitled to either an extension in Contract Time, increase in the Contract Price, or both.

- j) As applicable, no Shop Drawing or Working Drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Engineer's prior written.
- k) The Contractor shall reimburse the City for the charges of the Engineer for evaluating each proposed substitute.
- 1) For Design-Build contracts, one copy of all designer reviewed submittals shall be provided to the Engineer.

**ADD: 4-1.11 Street Lighting And Traffic Signal Materials List.** The Contractor shall be responsible for furnishing a Notice of Materials to Be Used at the preconstruction meeting. The list of materials shall identify Bid item number for which the material is to be incorporated, category of material to be supplied, and the name and address where the material can be inspected at the source where it is produced, not the Site. The Notice of Materials to Be Used shall include the following categories of material: signal poles, signal equipment and fixtures, foundation reinforcing steel, conduit, pull boxes, and conductor or cable. The Notice of Materials to Be Used form is provided in the Contract and shall be used to provide the required material information.

Certificates of Compliance conforming to 4-1.5, "Certificate of Compliance" are required for the major construction material categories identified above. A sample Certificate of Compliance is provided in the Contract. Certificates shall be furnished, to the Engineer, before the material is brought on the Site.

The payment for the material certification process shall be included in the lump sum price for the traffic signal system or be distributed in individual bid items if no lump sum quantity is identified in the bidding documents.

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

### 6-1.2 Commencement of Work.

To the GREENBOOK and the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Unless specified otherwise, construction shall start within 5 Working Days after NTP and be diligently prosecuted to completion within the Contract Time. The Contractor shall not start any construction activity at the Site until the Pre-construction Meeting is held and the NTP has been issued by the Engineer.

Upon the Contractor's written request, the City may delay the NTP as follows:

- a) Up to 5 Working Days from the Pre-construction Meeting, or
- b) Up to 40 Working Days from the Limited NTP for the preparation, submittal, obtaining approval for and filing of the PRDs in accordance with 801, "STORM WATER POLLUTION CONTROL," or
- c) Up to 60 Working Days from the Limited NTP for the preparation, submittal, and approval of the TCP on "D-sheets" when specified in 7-10.2, "Traffic Control."

The Contractor shall notify SDG&E at least 10 Working Days prior to excavating within 10' of SDG&E Underground High Voltage Transmission Power Lines (i.e., 69 KV and higher).

For areas that do not require engineered TCP on D-sheets, the Contractor may at any time after the Pre-construction Meeting obtain a TCP Permit via Working Drawings or the City's over the counter process and start the Work. If the Contractor decides to commence the construction work before the completion of the D-sheet TCPs, the Contractor shall forfeit the 60 Working Days specified here. The D-sheet TCP shall be done concurrently and no additional time will be granted.
For paving Work, the Contractor shall coordinate the Work to facilitate the installation and protection of the new curb ramps and associated concrete work prior to commencing the asphalt overlay operations. The Work at a specific location shall not commence until all layouts and measurements are agreed upon by both the Contractor and the Engineer.

**6-1.8 Pre-construction Meeting.** Within 20 Working Days from the Limited NTP the Engineer will schedule a mandatory pre-construction meeting (Pre-construction Meeting) with the Contractor. The agenda will include items such as NTP, design services and submittal and review process for Design-Build contracts, critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, environmental and community concerns, coordination with the involved utility firms, the level of record project documents required and emergency telephone numbers for all representatives involved in the course of construction.

**ADD: 6-8.1 Completion.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.1 Completion.** The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work.

**6-8.2 Acceptance.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.2 Acceptance.** Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will accept the Contractor's performance of the Contract.

**6-8.3 Warranty.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**6-8.3 Warranty.** Unless specified otherwise, the Work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year.

- a) The warranty period shall start on the date of completion of the Work as determined by the Engineer.
- b) The Contractor shall provide an unconditional warranty on all installed fiber optic cable for a minimum period of 2 years.
- c) The warranty period for the following items of the Work shall be 3 years:
  - 1. Work under Section 500 (requires Long Term Warranty Contract (LTWC))
  - 2. DWT Construction (requires manufacturer's warranty)
  - 3. LED signal modules (requires manufacturer's warranty)
- d) Private sewer pumps including the alarm panel and all other accessories. The Contractor shall provide the City and property owner a copy of the warranty. (requires manufacturer's warranty)
- e) The Contractor shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
- f) The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

- g) All warranties, express or implied, from Subcontractors or Suppliers, of any tier, for the work performed and materials furnished shall be assigned, in writing, to the City, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.
- h) The Contractor shall replace or repair defective Work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the City for the actual costs, the Contractor's Surety shall be liable for the cost thereof.
- i) Nothing in this warranty is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
- j) These specifications are not intended to constitute a period of limitations or waiver of any other rights or remedies City may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.
- k) The Contractor shall respond and initiate corrective action within 24 hours of notice of nonconforming Work that poses an imminent threat to person or property.

**6-9 LIQUIDATED DAMAGES.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

MODIFY to increase the daily value from \$250 to \$1,000 for contracts with a value of over \$100,000.

# 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 this contract.

# ADD: 7-3.1 Policies and Procedures.

- a) You must procure the insurance described below, at your 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.
- b) Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
- c) 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 this contract, e.g., your indemnity obligations, will is not deemed limited to the insurance coverage required by this contract.
- d) 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.
- e) 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 this contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of this contract may be treated by the City as a material breach of contract.

## ADD: 7-3.2 Types of Insurance.

### 7-3.2.1 Commercial General Liability Insurance.

- a) 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.
- b) 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).
- c) 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.
- d) 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.

- a) 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").
- b) All costs of defense must be outside the limits of the policy.

**ADD: 7-3.3 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 Eligible Surplus Lines Insurers (LESLI 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.

**ADD: 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.

# ADD: 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.
  - 1. 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.
  - 2. 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 the Contractor's 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.

**7-3.5.2.1 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.

**ADD: 7-3.6 Deductibles and Self-Insured Retentions.** You are responsible for the payment of all deductibles and self-insured retentions. Disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

**ADD: 7-3.7 Reservation of Rights.** We reserve 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. We 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.

**ADD: 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.

**ADD: 7-3.9 Excess Insurance.** Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

## 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

- a) In accordance with the provisions of §3700 of the California Labor Code, you must provide at its 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.
- b) 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

c) By signing and returning this 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 will 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.

7-8.6 Water Pollution Control. ADD the following:

- a) The Project is subject to the Storm Water Pollution control requirements listed on the Plans or as specified in these specifications.
- b) For contracts subject to Construction General Permit (CGP), the Contractor's QSD shall verify the City's assessment prior to submittal through SMARTS.
- c) The Contractor's attention is directed to Section 801, "WATER POLLUTION CONTROL" of these specifications for more information.

Based on a preliminary assessment by the City, this contract is subject to WPCP.

# 7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. ADD the following:

In any emergency affecting the safety of persons or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Contract Price or Contract Time resulting from emergency work shall be determined as provided in SECTION 3, "CHANGES IN WORK."

**7-10.1 Traffic and Access.** To the City Supplement, DELETE the agency notification listing in its entirety and SUBSTITUTE with the following:

The Contractor shall notify Metropolitan Transit System (MTS), a minimum of 5 Working Days prior to excavation, construction, or traffic control affecting bus stops. The Contractor shall notify the remaining agencies a minimum of two 2 Working Days prior to construction activities affecting the agencies:

Fire Department Dispatch	(Street or alley closure)	(858) 573-1300
Police Department Traffic	(Street or alley closure)	(858) 495-7800
Street Division/Electrical	(Traffic signals)	(619) 527-7500
U.S. Navy	(32nd Street Naval Station)	(619) 556-1319
Underground Service Alert	(Any excavation)	(800) 422-4133
MTS	(Street Closure and Bus Stops)	(619) 238-0100 Ext 6451

**7-10.2.6 Traffic Control Signs and Notices for Resurfacing and Slurry Sealing.** To the City Supplement, 1<sup>st</sup> paragraph, ADD the following:

For each street segment in addition to resurfacing and slurry sealing, the Contractor shall be posted "NO PARKING" for any required preparatory work such as, but not limited to, damaged asphalt pavement replacement (mill & pave), crack seal, and tree trimming.

**7-10.6 Traffic Plate Bridging.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Transverse or longitudinal cuts, voids, trenches, holes, and excavations in the right-of-way that cannot be properly completed within 1 Working Day shall be protected by adequately designed barricades and structural steel plates [plates] that will support legal vehicle loads in such a way as to preserve unobstructed traffic flow.

The Contractor shall secure approval, in advance, from authorities concerning the use of any bridging proposed on the Work.

Plates shall conform to the following:

- a) The trench shall be adequately shored to support the bridging and traffic loads.
- b) Plates shall be designed for HS 20-44 truck loading in accordance with Caltrans Bridge Design Specifications Manual.
- c) For the minimum thickness of plates refer to Table 7-10.6(A):

Trench Width	Minimum Plate Thickness
10" (0.25 m)	1/2" (13 mm)
1'-11" (0.58 m)	3/4" (19 mm)
2'-7" (0.80 m)	7/8" (22 mm)
3'-5" (1.04 m)	1" (25 mm)
5'-3" (1.6 m)	1 1/4" (32 mm)

Table 7-10.6(A) - Trench Width / Minimum Plate Thickness

For spans greater than 5'-3" (1.6 m), a structural design shall be prepared by a California Registered Civil Engineer and approved by the Engineer.

- d) Plates shall have a skid-resistant surface with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342.
- e) Plates shall extend a minimum of 12" (300 mm) beyond the edges of the trench.
- f) Plates shall provide complete coverage to prevent any person, bicycle, motorcycle or motor vehicle from being endangered due to plate movement causing separations or gaps.
- g) Plates shall be secured against movement or displacement by using adjustable cleats, shims, welding, or other devices, and shall be installed in a manner that will minimize noise as traffic drives over them. Plates shall be installed using either Method (1) or (2):
  - i. Method 1 [For speeds greater than 45 mph (70 Km/hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

ii. Method 2 [For Speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels predrilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the plates.

Alternative installation method may be submitted in accordance with 2-5.3, "Submittals" for the Engineer's approval.

- h) The Contractor shall be responsible for maintenance of the plates, shoring, and asphalt concrete ramps or any other approved device used to secure the plates. The Contractor shall immediately mobilize necessary personnel and equipment after being notified by the Engineer, the City's station 38, or a member of the public of a repair needed e.g., plate movement, noise, anchors, and asphalt ramps. Failure to respond to the emergency request within 2 hours will be grounds for the City to perform necessary repairs that will be invoiced at actual cost including overhead or \$500 per incident, whichever is greater. Failure by the Contractor to comply may result in automatic grounds suspension of permit, Contract, or both.
- i) When plates are removed, any damage to the pavement shall be repaired with fine graded asphalt concrete mix or slurry seal satisfactory to the Engineer.

Payment for traffic plate bridging shall be included in the various Bid items unless a Bid Item has been provided for steel plate bridging.

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

**ADD: 7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages or injuries to any person or property resulting from the Contractor's action or failure to take the necessary measures to prevent such damages and injuries.

The Contractor shall be responsible for payment of any fines resulting from citations issued to the City by either the federal, state, or local environmental and safety enforcement agencies due to the Contractor's failure to abide by applicable safety, health, and environmental standards.

# SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

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

# **PART 2 - CONSTRUCTION MATERIALS**

# **SECTION 207 – PIPE**

**ADD: 207-17.2.3 Pipe Manufacturer.** Pipe, fittings, couplings, and joints as manufactured or distributed by J-M Manufacturing Company shall not be used on this contract.

# SECTION 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

### 209-6.4 Induction Cobra Head Luminaries.

**209-6.4.1 General.** Each luminary shall consist of an assembly that utilizes induction light components as the light source subject to the following requirements:

- a) Operating Temperature: The luminaries shall be designed to operate at an average nighttime temperature of 70°F. The ambient operating temperature range shall be 30°F to +130°F. The fixture shall be capable, for example, when a photo cell fails, of operating without long term degradation at temperatures up to 150°F without compromising the warranty.
- b) UL Listing: Fixture shall include UL label. The fixtures shall be UL Listed, and UL listed for Wet Locations. The UL listing shall include the pole mounting assembly.

c) Components: Induction components shall be interchangeable amongst similar wattages for common fixtures without requiring use of special tools. Troubleshooting components shall not require special diagnostic tools or individual energy usage metering systems.

## 209-6.4.2 Electrical Requirements.

- a) Operating Voltage: The luminaries shall operate within one of two voltage categories (110 to 120 and 200 to 277) Volts AC (VAC). The fixtures shall be capable of operating in the range of voltages in each category. Fluctuations of line voltage within these categories shall have no visible effect on the luminous output. External Transformers are not permissible as components for the luminaries input voltage.
- b) Power Factor: Power supply should have a minimum Power Factor of 0.90.
- c) Harmonic Distortion: The total harmonic distortion shall not exceed 10%. An integral factory installed standard ballast is required that includes inherent thermal protection.
- d) In-Rush Current: The in-rush current shall be limited to 16 amps for 60 90 Watt and 28 amps for 150 165 Watt for duration no longer than 170  $\mu$ s. Leakage current shall not exceed 0.5 milliamps.
- e) Ignition Time: The ignition time for the lamps shall be less than 1.0 seconds.
- f) Surge Suppression: The luminary's on-board circuitry shall include Surge Suppression Devices (SSD) to withstand high repetition noise transients as a result of utility transients, and other interference. SSD shall conform to UL 1449 or UL 1283, depending on the components used in the design.

# 209-6.4.3 Controls.

- a) Photocell Receptacle: Each luminaries shall have a rotatable (so the window can be adjusted to the north) prewired 3-prong (twist-lock) ANSI C136.10 photocell receptacle.
- b) Furnish a photo cell with each fixture. The photo cell shall have a silicon light sensor that complies with ANSI 136.1 0 1996, and have MOV surge protection. The photo cell shall have a minimum four year warranty. The photo cell shall fail in the "on" control. It shall be capable of inverse ratio controls. It shall be suitable for roadway applications. The photo cell shall be American Electric Lighting model number DP 124-1.5-T-J-BK or approved equal.

### 209-6.4.4 Interference Requirements.

a) Radio Frequency Interference (RFI) Requirements: Power supplies shall meet FCC 47 CFR Part 18.

**209-6.4.5 Cooling System.** Thermal management of the heat generated by the induction components shall be of sufficient capacity to assure proper operation of the luminaries over the expected useful life of more than 100,000 hrs at specified operating temperature range and climate zone.

- a) Light Output Variation: The light output variation shall not deviate greater than 15% over 40°F to +130°F operating temperature variation.
- b) Thermal management: shall be passive by design and shall consist of a heat sink with no moving mechanical parts or liquids.

### 209-6.4.6 Roadway Application Requirements and Optical Assembly.

a) Correlated Color Temperature (CCT): CCT shall be 3000 or 4000 Kelvin depending on location and as indicated on the Plans.

- b) Color Rendering Index (CRI): Luminaries shall have a minimum CRI of 80.
- c) Optics: The luminaries shall conform to the Illuminating Engineering Society (IES) definition of "cut-off", with no illumination above an angle of 90 degrees above the nadir. The fixtures shall be International Dark-Sky Association (IDA) compliant with RP-8, adapted 2005. Submittal documentation shall include "Dark Sky" compliance.
- d) Reflector Assembly: The reflector shall be precision formed aluminum with heat/impact resistant tempered flat glass protecting the interior. The interior reflector shall have a chemically bonded lightweight non-breakable silicate coating and a nonporous surface that maintains a bright specula finish, inhibits the accumulation of dirt, and promotes ease of cleaning. Cleaning may be accomplished with the application of compressed air to remove foreign materials such as dust to restore the reflectance. The reflector assembly shall have a charcoal air filter with integral felt gasket, or equivalent air-quality filtering system, to inhibit entry of particulates into the interior reflector assembly to mitigate dirt depreciation. The reflector assembly shall confirm to ASTM B117-09 test procedure i.e., 50,000 hours of exposure to salt fog testing.

## 209-6.4.7 Physical/Mechanical Requirements.

- a) Luminaries Fixture: The luminaries shall be a single, self-contained device, not requiring on-site assembly for installation. The power supply for the luminaries shall be integral to the unit.
- b) Maximum Dimensions: 36" long by 19" wide by 12" tall.
- c) Weight: Luminaries shall not weigh more than 35 pounds.
- d) Assembly Housing: The housing shall be primarily constructed of die cast aluminum, or steel; corrosion resistant paint. Finish shall be gray in color, powder coated and rust resistant. The fixture openings and doors shall be sealed and gasketed. The components within the fixture assembly shall be easily accessible with a two-piece hinged door separable from the upper assembly. The lower door shall be removable. All screws shall be stainless steel. Captive screws are required on accessible components that require maintenance after installation. No parts shall be constructed of polycarbonate unless it is UV stabilized. Lens discoloration shall be considered a failure under warranty.
- e) Generator Compartment Requirements: Provide a separate generator compartment, easily accessible with a "plug and receptacle" type conductor so that the generator can be easily removed from the fixture and remain attached to the fixture i.e., using a lanyard or restraining device to avoid having the generator falling out. The power door shall be hinged and secured to the luminaries housing separately from the optical chamber. The door shall be secured to the housing in a manner to prevent the door from accidentally opening. The power supply shall be electrically connected to the power door with a NEMA rated quick disconnect device.
- f) Access: Provide easy access to internal components. Include an external latch capable of being operated with one hand. No internal components shall fall out when the lower door assembly is opened. Seams shall be CNC formed and TIG welded.
- g) Lens Requirements: The lens shall be tempered glass <sup>1</sup>/<sub>4</sub>" thick lens, or approved equal with gasketed door.
- h) Mast Arm Mounting Connection Requirements: Luminaries shall mount on min 1-5/8" OD to max 2-3/8" OD horizontal tendon with no more than four 9/16" hex bolts and a 2-piece clamp(s). Luminaries leveling capability shall be integral to the fixture. Multiple mounting angle adjustments shall be provided to adjust the level of the fixture +/- 4 degrees from the horizontal.

- i) Mechanical Requirements: The assembly and manufacturing process for the induction luminaries shall be designed to assure all internal components are adequately supported to withstand mechanical shock and vibration from winds.
- j) Ingress Protection (IP) Rating: Optical assembly shall have a minimum rating of IP-65, The exterior shell shall have a minimum IP rating of 54.
- k) Terminal Block: Field wires connected to the luminaries shall terminate on a barrier type terminal block secured to the housing. The terminal screws shall be captive and equipped with wire grips i.e., serrated strips on the terminal for conductors up to #6 AWG wire size. Each terminal position and conductor phase designation i.e., neutral, phase ground conductor shall be clearly identified.
- Components: All components, including circuit boards, shall conform to Chapter 1, Section 6 of the "Transportation Electrical Equipment Specifications" (TEES) UL 1598, and ANSI C 136 requirements.
- m) Painting: Powder coat painting of the housing shall conform to the requirements of the Caltrans Standard Specification and the Caltrans Standard Special Provisions. Applied coating shall be free of lead and mercury. Fixture components shall be modular in design and recyclable.

# 209-6.4.7 Luminaries Identification.

- a) Identification: Each luminaries shall have the manufacturer's name, trademark, model number, serial number, date of manufacture including month and year, and lot number as identification permanently marked inside each unit and the outside of each packaging box.
- b) Identification: The wattage, voltage and CCT rating of the luminaries shall be able to be detected visibly from an observer standing at ground elevation at the base of the pole.
- c) Identification of Operating Characteristics: The following operating characteristics shall be permanently marked inside each unit: rated voltage and rated power in Watts and Volt-Ampere, and Luminaries Efficiency Rating (LER).
- d) Lamp Identification: Lamps shall be permanently marked with the correlated color temperature (CCT) rating in Kelvin, color rendering index (CRI), and wattage.

**209-6.4.8 Photometric Documentation.** IES Files: Submittals shall include an IES files for each fixture type. Submittals shall include photometric iso-foot candle diagram for a 30' mounting height for each fixture type, and a point to point diagram with uniformity calculations that identify maximum to minimum illumination ratio.

**209-6.4.9 Quality Assurance.** Luminaires shall be manufactured in accordance with ISO9001. Manufacturer's Warranty Certificate:

- a) Provide manufacturer's Certification of Warranty for a minimum of 10 years. Warranty shall include all components of the luminaire and labor cost for replacement.
- b) The Manufacturer shall provide documentation verifying that the induction luminaire model(s) being offered for this procurement are covered by the 10 year warranty.

# SECTION 210 – PAINT AND PROTECTIVE COATINGS

**210-1.6 General.** DELETE in its entirety and SUBSTITUTE with the following:

Paint for traffic striping and marking shall correspond with the requirements of the contract Appendix.

## **SECTION 216 – DETECTABLE WARNING TILES**

**216-1.2 Materials.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Materials for DWT specified herein shall be per the City's Approved Materials List (AML). The tiles shall have the manufacturer's logo stamped permanently on the product with identifying information such as model number and type.

- a) The Stainless Steel Cast in Place DWT shall be of 16 gauge Type 304L with an integral microtexture non-slip surface stamped into the stainless steel plate on the top of the domes and in the field surface between the domes. It shall have an ultra violet stabilized coating.
- b) Vitrified Polymer Composite (VPC) Cast in Place DWT shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. VPC Product shall be provided with a 5-year manufacturer written warranty form materials and installation.
- c) For others materials and a complete listing of material physical property requirements refer to the City's AML.

# PART 3 – CONSTRUCTION METHODS

## **SECTION 300 – EARTHWORK**

**300-1.4 Payment.** To the City Supplement, First and Second paragraph DELETE in its entirety and SUBSTITUTE with the following:

Payment for the removal and disposal of existing pavement beyond 12" thick, within the excavation e.g., trench limits, shall be included in the Bid item for Additional Pavement Removal and Disposal, and no additional payment shall be made regardless of the total thickness and composition of existing pavement removed and disposed.

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.

### SECTION 302 – ROADWAY SURFACING

**302-1.9 Traffic Signal Loop Detectors.** To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Traffic detector loops shall be reinstalled prior to resurfacing of the related street within 15 days from completion of all preparatory work including milling, cutting and grinding. The Contractor shall contact the City of San Diego's Street Division, Traffic Signal Maintenance at 619-527-8052 north of Interstate 8 or 619-527-8053 south of Interstate 8 to request loop layout.

**ADD:** 302-5.2 Pavement Restoration Adjacent to Trench. Pavement restoration adjacent to trench shall include the replacement of existing pavement adjacent to the proposed trench and outside the trench limits, that was previously broken or displaced.

Prior to the commencement of the Work, the Contractor shall meet with the Engineer and determine the limits of the pavement to be replaced. If the Contractor does not meet with the Engineer before removing the pavement, all replacement outside the limits of the proposed trench resurfacing shall be at the Contractor's expense.

Existing pavement shall be removed in accordance with Section 300-1.3.2. Prior to pavement restoration, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION." If any existing unsuitable subgrade as determined by the Engineer is encountered, it shall be replaced with imported backfill in accordance with 306-1.3.7, "Imported Backfill" prior to preparation.

**302-5.2.1 Measurement and Payment.** Payment for pavement restoration adjacent to trench will be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment" for concrete streets or 302-5.9 "Measurement and Payment." Unless Bid includes separate Bid item(s), the following shall be included in the payment for pavement restoration adjacent to trench:

- a) saw-cutting existing edges,
- b) removal and disposal of existing pavement,
- c) subgrade preparation including imported backfill material,
- d) form work,
- e) placement, curing, and protection of new pavement, and
- f) place full depth AC per CSDSD SDG-107-Type "A".

**302-6.1 General.** To the City Supplement, Last paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Prior to placing concrete, existing subgrade shall be prepared in accordance with 301-1, "SUBGRADE PREPARATION."

If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced in accordance with 300-2.2, "Unsuitable Material."

**302-6.8 Measurement and payment.** To the City Supplement, DELETE in its entirety.

**302-13.4 Application.** To the City Supplement, DELETE the second paragraph and SUBSTITUTE with the following:

Sealant shall be applied from the bottom of the crack up to the surface in a manner which does not result in sealant bridging or pockets of entrapped air. The sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee. The width of sealant remaining on the surface shall not exceed 1.5" on either side of the crack. Any debris blown onto adjacent gutters, sidewalks, parkways, medians, intersections or other areas shall be removed prior to the end of the Working Day.

# SECTION 303- CONCRETE AND MASONRY CONSTRUCTION

**303-5.10.2 Payment**. To the City Supplement, 2<sup>nd</sup> paragraph, DELETE in its entirety and SUBSTITUTE the following:

Additional concrete sidewalk and curb quantities *beyond the 15'-0"* will be paid for in accordance with the Contract unit price for additional curb and additional sidewalk.

### ADD: PART 8 – ENVIRONMENTAL WORKS

# SECTION 801 – WATER POLLUTION CONTROL

### 801-2.9 Post-Construction Requirements. To the City Supplement second paragraph, ADD the following:

The decal-disc inlet markers shall be "das Duracast Curb Marker®" or approved equal.

801-9.3 BMP Requirements. To the City Supplement, ADD the following:

d) WTAP shall be required when the Project exceeds the Maximum Disturbed Area Requirements unless the grading Work is performed in phases that do not exceed the limit shown on the Plans per phase.

# END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# APPENDIX A

# **Notice Of Exemption**

#### NOTICE OF EXEMPTION

(Check one or both)

TO: X RECORDER/COUNTY CLERK P.O. BOX 1750, MS A-33 1600 PACIFIC HWY, ROOM 260 SAN DIEGO, CA 92101-2422 OFFICE OF PLANNING AND RESEARCH 1400 TENTH STREET, ROOM 121 SACRAMENTO, CA 95814 FROM: CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101

PROJECT NO.: WBS # S-00960 PROJECT TITLE: University Avenue at Alabama Street Improvements

PROJECT LOCATION-SPECIFIC: On University Avenue, between Florida Street and Mississippi Street in the North Park Community Planning Area.

PROJECT LOCATION-CITY/COUNTY: San Diego/San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Installation of a (1) median island (between the left turn lanes serving Florida & Mississippi Sts.) with a patterned concrete surface and (2) a special crosswalk with flashing lights and pedestrian pushbuttons between the intersections of University Ave. & Alabama St.; (3) restriping of a pedestrian crosswalk with pedestrian refuge in median, (4) installation of pedestrian ramps to serve the new crosswalk, (5) restriping of University Ave. between Mississippi & Florida Sts., and (6) installation of traffic signs as required. Maximum excavation depths will be 1.5 feet for the median (extending 6-inches out from the face of curb), one-foot for the pedestrian ramp, and six inches for the crosswalk.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, E&CP Dept/Bill Mercer

600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 619 533-5455

EXEMPT STATUS: (CHECK ONE)

() MINISTERIAL (SEC. 21080(b)(1); 15268);

() DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));

() Emergency Project (Sec. 21080(b)(4); 15269 (b)(c)

(X) CATEGORICAL EXEMPTION: 15301(C) (EXISTING FACILITIES), 15302(C) (REPLACEMENT OR RECONSTRUCTION)

() STATUTORY EXEMPTIONS:

<u>REASONS WHY PROJECT IS EXEMPT:</u> The City of San Diego conducted an Initial Study which determined that this improvement to the safety and aesthetics of this two-block section of University Avenue meets the criteria set forth in CEQA Section 15301 which allows for minor or no expansion of an existing use, and CEQA Section 15302 which allows for the reconstruction of existing facilities involving negligible of no expansion in capacity.

LEAD AGENCY CONTACT PERSON: JEAN CAMERON

TELEPHONE: (619) 446-5379

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.

2. Has a notice of exemption been filed by the public agency approving the project? ( ) yes ( ) No It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA

JEAN CAMERON/SENIOR PLANNER CHECK ONE: (X) SIGNED BY LEAD AGENCY CLERK OR OPR:

5/31/11

DATE RECEIVED FOR FILING WITH COUNTY

Appendix A Notice of Exemption University Ave & Alabama Street Median Improvements

# **APPENDIX B**

**Fire Hydrant Meter Program** 

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	<b>PAGE 10F</b> 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	<b>DATED</b> 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. <u>AUTHORITY</u>

- 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 <sup>1</sup>/<sub>2</sub>" 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 <sup>1</sup>/<sub>2</sub> "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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(FORMERLY: CONSTRUCTION METER		
PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

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. <u>EXCEPTIONS</u>

5.1 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

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	<b>DI</b> 55.27	Water Department
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FIRE HYDRANT METER PROGRAM		October 15, 2002
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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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PROGRAM)		
	SUPERSEDES	DATED
	<b>DI</b> 55.27	April 21, 2000

# 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. UNAUTHORIZED USE OF WATER FROM A HYDRANT

- 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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DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
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PROGRAM)		
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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).

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

Appendix B Fire Hydrant Meter Program University Ave & Alabama St Median Improvements

Water Hydrant N	on For Fire	;	NS Req 19 30 30 30 50 50 1	ac# # 17 2 17 501 4
	leter		Date: 5 States 15	Y THE REPORT
Department METER SH	OP 619 527 7	140	THE REPORT	
Caminito Cholas • San Diego, California 92105-5097 • F leter Information	AX 619 527 3	125 Application Dat		stall Date:
ire Hydrant Location: (Attach detailed	l map, Thomas Bros	s. map location or cons	truction drawing.)	
	8 ×		•	
pecific Use of Water:				
			· · ·	
ny return to Sewer or Storm Drain, if	so, explain:	×		
			* ^ _	
stimated Duration of Meter Use:			Check Box if I	Reclaimed Water
Company Information				
Company Name:				~
Nailing Address			-	
Dity:	State:	Zip Code:	Phone: ( )	
Business License #:		*Contractor Licens	e #:	
A copy of the Contractor's License and/or E	Business License is rea	quired at the time of meter	issuance.	
Name and Title of Agent:			Phone: ( )	
Site Contact Name and Title:			Phone: (	
Pager #:			- Cell : (	
Responsible Party Name:			Title:	
responsible raily name.			11401	
Casial Casurity or Cal ID #			Phone: ( )	
Social Security or Cal ID #:			Phone: ( )	
	це — <sup>4</sup>			
Signature:	use of this meter. Insures th	nat employees of this organizatio	Date:	Fire Hydrant Meter.
Signalure: Guarantees payment of all charges resulting from the			Date:	Tire Hydranl Meter.
Signalure: Guarantees payment of all charges resulting from the			Date:	īre Hydrant Meter.
Signature: Guarantees payment of all charges resulting from the Fire Hydrant Meter	Removal I	Request	Date:	Tire Hydrant Meter.
Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov	Removal I	Request	Date: n understand the proper use of F	īre Hydranl Meter.
Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov	Removal I	Request	Date: n understand the proper use of F	īre Hydrant Meter.
Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov Provide current Meter location if diffe	Removal I	Request Requested	Date: n understand the proper use of F	Tire Hydrant Meter. Date:
Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov Provide current Meter location if diffe	Removal I	Request	Date: n understand the proper use of F	
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Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov Provide current Meter location if differ Signature:	Removal I ral of Above Meter rent from above:	Request Requested	Date: n understand the proper use of F	
Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov Provide current Meter location if differ Signature: Phone: ()	Removal I ral of Above Meter rent from above: For	Request Requested	Date: n understand the proper use of F	
Signature: Guarantees payment of all charges resulting from the Fire Hydrant Meter Check Box to Request Remov Provide current Meter location if differ Signature: Phone: () City Meter	Removal I ral of Above Meter rent from above: For	Request Requested Title: Pager: ( ) Office Use Only	Date: n understand the proper use of F Removal Date:	Date:
Signature: Guarantees payment of all charges resulting from the <b>Fire Hydrant Meter</b> Check Box to Request Remov Provide current Meter location if differ Signature: Phone: ()	Removal I ral of Above Meter rent from above: For	Request Requested	Date: n understand the proper use of F	Date:
Signature: Guarantees payment of all charges resulting from the Fire Hydrant Meter Check Box to Request Remov Provide current Meter location if differ Signature: Phone: () City Meter City Meter City Account #:	Removal I ral of Above Meter rent from above: For	Request Requested Title: Pager: ( ) Office Use Only Deposit Amount: \$	Date: n understand the proper use of F Removal Date: Fees Amot	Date:
Signature: Guarantees payment of all charges resulting from the Fire Hydrant Meter Check Box to Request Remov Provide current Meter location if differ Signature: Phone: () City Meter	Removal I ral of Above Meter rent from above: For	Request Requested Title: Pager: () Office Use Only	Date: n understand the proper use of F Removal Date: Fees Amot	Date:
Provide current Meter location if diffe Signature: Phone: ( ) City Meter Private M CIS Account #:	Removal I ral of Above Meter rent from above: For	Request Requested Title: Pager: ( ) Office Use Only Deposit Amount: \$	Date: n understand the proper use of F Removal Date: Fees Amot Meter Make & Style:	Date:
Signature: Guarantees payment of all charges resulting from the Fire Hydrant Meter Check Box to Request Remov Provide current Meter location if differ Signature: Phone: () City Meter CIS Account #: Meter Serial #:	Removal I ral of Above Meter rent from above: For	Request Requested Title: Pager: ( ) Office Use Only Deposit Amount: \$ Meter Size:	Date: n understand the proper use of F Removal Date: Fees Amot Meter Make & Style:	Date:

\*

#### "Exhibit B"

#### CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO 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 Seeding Irrigation (for establishing irrigation only; not continuing irrigation) Mixing Concrete Mobile Car Washing Special Events Street Sweeping Water Tanks Water Trucks Window Washing

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

#### "Exhibit C"

#### 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 #\_\_\_\_\_\_, located at <u>(Meter location address)</u> ends in 60 days and will be removed on or after <u>(Date authorization expires)</u>. Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :

City of San Diego, Water Department Attn: Meter Services 2797 Caminito Chollas San Diego, Ca. 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xxx - xxxx.

#### Sincerely,

City of San Diego Water Department

City of Son Diego Fire Hyd	drant Meter	(EXHIBIT D)	For Office Use Only NS Reg: FHM Fac #:
	e/Removal R	equest	Date By
Date:	to (xxx) xx	x-xxxx, mail. or han	nt information then FAX both form and i d-deliver to the City of San Diego, Wate
Meter Information	- Deparmtne	et/Meter Shop at: 2	707 Caminito Chollas San Diego, CA 92105
Billing Account #:		Requested Mo	ve Date:
Current Fire Hydrant Meter Location	n:		
Now Motor Locations (Attack - dat	allad man Thomas D		
New Meter Location: (Attach a deta	aneo map, Thomas Bros	map location of col	nstruction drawing.)
Company Information			
Company Name:			
Mailing Address			
City:	State:	Zip Code:	Phone: ( )
Name and Title of Requestor:			Phone: ( )
Site Contact Name and Title			Phone: ( )
Pager #:			Cell : ( )
Responsible Party Name authorizin	ig relocation fee:		• .
Signature:	Title:		Date:
Fire Hydrant Meter	oval of Above Meter	-	Removal Date:
Signature:		Title:	Date:
Phone: ( )		Pager: ( )	
	For Offic	ce Use Only	
CIS Account #:		es Amount: \$	
CIS Account #: Meter Serial #:		es Amount: \$ Size:	Make/Style
			Make/Style Make/Style

FHM Relocate\_Removal Form

FHM App Created: 11/2/00-htp

# **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:						
	o. (WBS/IO/CC)										
	urchase Order No.					Contract	or's Phone	#:		Invoice No.	
, v	Resident Engineer (RE):					Contractor's Fax #:				Invoice Date:	
					Contact Name: Billing Period:						
KE Phone#:		Contract Authorization			Previous Estimate This Estimate			Totals to Date			
Item #	Item Description	Unit	Qty	Price	Extension		Amount			% / OTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00	/0/211	mount	/0/ Q11	mount	/0/ 211	Amount
	48" Primary Steel Casing	LF	500	\$1,000.00	\$500.000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
-			, -		++++						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00	1					
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	- 1	\$16.000.00	\$16,000.00						
	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						
11.2	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.3	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
	Certified Payroll	LS	0,300	\$1,400.00	\$1,400.00						
12	•	Lo	1	\$1,400.00	\$1,400.00						
Charles	CHANGE ORDERS	4 000									
Change Items 1	e Order 1	4,890			£11 350 00						
	-4 Deduct Bid Item 3	LF	120	\$52.00	\$11,250.00						
	e Order 2	LF 160,480	120	-\$53.00	(\$6,360.00)						
Items 1		100,400			\$95,000.00						
	-5 Deduct Bid Item 1	LF	380	-\$340.00	(\$12,920.00)						
	Encrease bid Item 9	LF	380		\$78,400.00						
	e Order 3 (Close Out)	-121,500	0	\$7,000.00	\$70,400.00						
0	Deduct Bid Item 3	121,000	53	-500.00	(\$26,500.00)						
	Deduct Bid Item 4	LS	-1	45,000.00	(\$45,000.00)						
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
1	SUMMARY							This	\$ -	<b>Total Billed</b>	\$0.00
A. Orig	ginal Contract Amount						Ret	ention and	d/or Escro	w Payment Sche	dule
B. App	roved Change Order 1 Thru 3					Total Retention Required as of this billing					
	l Authorized Amount (A+B)					Previous Retention Withheld in PO or in Escrow					
	al Billed to Date					Add'I Amt to Withhold in PO/Transfer in Escrow:					
	Total Retention (5% of D)					Add FAile to Withhold in PO/Transfer in Escrow.					
						Amt to Release to Contractor from PO/Escrow:					
	s Total Previous Payments										
	ment Due Less Retention naining Authorized Amount					Contractor Signature and Date:					
п. кеп	ianning Authorized Amount										

# **APPENDIX E**

**Location Map** 



LOCATION MAP

NTS

Appendx E Location Map University Ave & Alabama St Median Improvements
### **APPENDIX F**

Agreement For Application Of Emulsion-Aggregate Slurry

### AGREEMENT FOR APPLICATION OF EMULSION-AGGREGATE SLURRY

### RELATED TO UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

THIS Agreement for Application of Emulsion-Aggregate Slurry Related to University Ave & Alabama St Median Improvements [Agreement] is made and entered into by and between the City of San Diego [City] and [\*Insert name of Contractor\*] [Contractor] (collectively referred to herein as "the Parties").

### RECITALS

A. WHEREAS, on or about [\*Insert date\*], the City and the Contractor entered into an agreement for the construction of **University Ave & Alabama St Median Improvements** [Contract], SAP No. (WBS/IO/CC) S-00960.

B. WHEREAS, in accordance with the terms of the Contract, the City and the Contractor agreed that the slurry sealing work described in Section 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* would not be performed during the months of November, December, January, February, and/or March [Winter Months].

C. WHEREAS, work progressed in accordance with the Contract such that the slurry sealing work would, in the absence of the Parties' agreement to the contrary, be performed during the Winter Months.

D. WHEREAS, the City and the Contractor desire to enter into this Agreement in order to fulfill their obligations under 302-4, *Emulsion-Aggregate Slurry* and 600-3, *Rubberized Emulsion – Aggregate Slurry* of the Contract.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties as set forth in the above Recitals, which are incorporated herein by this reference, the City and the Contractor agree as follows:

### **ARTICLE I - WORK TO BE PERFORMED**

### 1.1 Performance of Work. (NOT USED)

### 1.2 Working Day.

See the City Supplements, Section 1-2, TERMS AND DEFINITIONS. The Engineer will make a daily determination of each Working Day to be charged against the Agreement time. These determinations will be discussed and the Contractor will be furnished a periodic statement showing allowable number of Working Days of Agreement time, including any adjustments, at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Agreement time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

### 1.3 Prosecution of Slurry Work.

Section 6-2, *Prosecution of Work* is incorporated into this Agreement by this reference as though fully set forth herein.

### 1.4 Project Site Maintenance.

Section 7-8 of the Contract, *Project Site Maintenance* is incorporated into this Agreement by this reference as though fully set forth herein.

### 1.5 Protection and Restoration of Existing Improvements.

Section 7-9 of the Contract, *Protection and Restoration of Existing Improvements* is incorporated into this Agreement by this reference as though fully set forth herein.

### 1.6 Public Convenience and Safety.

Section 7-10 of the Contract, *Public Convenience and Safety* is incorporated into this Agreement by this reference as though fully set forth herein.

### 1.7 Completion, Acceptance, and Guarantee.

The Engineer will inspect the Slurry Work in accordance with Section 302-4 and 600-3 of the Contract. The Contractor shall provide the Engineer with written notice that the Slurry Work has been completed. If the Engineer determines that the Slurry Work has been completed to the Engineer's reasonable satisfaction and is ready for acceptance, the Engineer will accept the completed Work by sending written notice to the Contractor specifying the date of acceptance. All Slurry Work shall be subject to the warranty requirements of the Contract as specified in Section 6-8, COMPLETION, ACCEPTANCE, AND WARRANTY.

### 1.8 Payment to Contractor.

Upon completion of the Slurry Work, the City will pay the Contractor for slurry work, bonds, insurance, and traffic control I accordance with the applicable sections of the Contract.

### 1.9 Delays and Extensions of Time.

Section 6-6, *Delays and Extensions of Time* is incorporated into this Agreement by this reference as though fully set forth herein.

### 1.10 Liquidated Damages.

Section 6-9, *Liquidated Damages* is incorporated into this Agreement by this reference as though fully set forth herein.

### ARTICLE II - BOND/INSURANCE/INDEMNIFICATION

### 2.1 Faithful Performance Bond.

Prior to execution of this Agreement, the Contractor shall provide the City with a faithful performance bond [Bond] in the amount of \$[\*insert amount of Contractor's bid item for slurry work], guaranteeing faithful performance of all Slurry Work, within the time prescribed in this Agreement, in a manner satisfactory to City, and that all materials and workmanship will be free from original or developed defects. The Bond must remain in effect until the end of all warranty periods set forth in this Agreement. The Bond shall comply with Section 2-4, BONDS of the Contract.

### 2.2 Insurance.

Section 7-3, *Liability Insurance* is incorporated into this Agreement by this reference as though fully set forth herein. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage required by Section 7-3, LIABILITY INSURANCE of the Contract for:

- a. Commercial General Liability.
- b. Commercial Automobile Liability.
- c. Worker's Compensation.

All policies must be primary and non-contributing to any insurance that may be carried by the City, as reflected in an endorsement, which shall be submitted to the City. The policies shall not be canceled, non-renewed, or materially changed except after 30 days prior written notice by the Contractor or the insurance carrier to the City by certified mail, except for non-payment of premium, in which case 10 days notice shall be provided.

### 2.3 Indemnification.

Section 7-15, *Indemnification And Hold Harmless Agreement* is incorporated into this Agreement by this reference as though fully set forth herein.

### **ARTICLE III - DEFAULT/TERMINATION**

### 3.1 Default by Contractor.

Section 6-4, *Default by Contractor* is incorporated into this Agreement by this reference as though fully set forth herein.

### 3.2 Termination of Agreement.

Section 6-5, *Termination of Contract* is incorporated into this Agreement by this reference as though fully set forth herein.

### **ARTICLE IV - CONTRACTOR OBLIGATIONS**

### 4.1 Compliance with the City's Equal Opportunity Contracting Program.

The Contractor and each Subcontractors shall comply with the City's Equal Opportunity Contracting Program requirements which the Contractor acknowledges receiving in conjunction with the Contract.

### 4.2 Non-Discrimination Ordinance.

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 Section shall be considered a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Contractor and Subcontractors, and Suppliers.

### 4.3 Compliance Investigations.

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. 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 sections 22.3501-22.3517.) 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 *in Contracting Ordinance*. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the *Nondiscrimination Ordinance* apply only to violations of the *Nondiscrimination Ordinance*.

### 4.4 Drug-Free Workplace.

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference. The Contractor has certified to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace form.

The Contractor further certifies that any subcontract for this Agreement shall contain language that binds the Subcontractor to comply with the drug-free workplace requirements of this Agreement, as required by Sections 2.A.(1) through (3) of Council Policy 100-17. The Contractor and Subcontractors shall be individually responsible for their own drug-free work place program.

### 4.3 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including the California Labor Code. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

### **ARTICLE V - GENERAL PROVISIONS**

### 5.1 Jurisdiction, Venue, and Attorney's Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

### 5.2 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

### 5.3 Integration.

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

### 5.4 No Waiver.

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

### 5.5 Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

### 5.6 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision, which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

### 5.7 City Acts/Approvals.

Whenever an act or approval is required by the City in accordance with the terms of this Agreement, that the Public Works Department Director or duly designated representative shall perform act or approval.

### 5.8 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by and through its Public Works Department Director in accordance with Resolution No. [\*Insert resolution number authorizing underlying construction contract\*], and by Contractor.

### THE CITY OF SAN DIEGO

Dated:	By: [*Insert name and title*]
	CONTRACTOR
Dated:	By: [*Insert name and title*]
	I HEREBY APPROVE the form and legality of the foregoing Agreement this
day of	, 20 .

JAN I GOLDSMITH, City Attorney

By:

Deputy City Attorney

### EXHIBIT A

### **SCHEDULE OF WORK**

[\*Insert Schedule Showing Time (in Working Days) in Which Work is to be Performed\*]

### APPENDIX G

**Type E Modified Loop** 



# **City of San Diego**

# ADDENDUM "A"



## FOR

### UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

BID NO.:	L-13-5557-DBB-2
SAP NO. (WBS/IO/CC):	S-00960
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	3
PROJECT TYPE:	IG

### A. CHANGES TO THE BID SUBMITTAL DUE DATE AND TIME

The bid opening date for this project has been <u>extended</u> to 1:30 PM on <u>August 23, 2012</u>.

Proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California.

### **B.** CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

### C. VOLUME 1

1. To the Invitation to Bid, item 8, Pre-Bid Conference, page 8, REVISE time and date to read as follows:

"at 10:00 AM, on August 7, 2012."

Tony Heinrichs, Director Public Works Department

Dated: *July 23, 2012,* San Diego, California

TH/bd/cg/egz/rir

# **City of San Diego**

## ADDENDUM "B"



# FOR

### UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

BID NO.:	L-13-5557-DBB-2
SAP NO. (WBS/IO/CC):	S-00960
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	3
PROJECT TYPE:	IG

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



For which proposals will be received at the Public Works Contracting Group, 1200 Third Avenue, Suite 200, San Diego, California 92101 until **1:30 PM on <u>August 23, 2012</u>**.

### A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

### **B. PLANS**

1. To the Drawings numbered 34898-1-D, 34898-4-D through 34898-5-D and 34898-7-D through 34898-8-D, DELETE in their entirety and REPLACE with page 2 of 6 through 6 of 6 of this Addendum B.

Tony Heinrichs, Director Public Works Department

Dated: *August 6, 2012* San Diego, California TH/nb/cg/egz

# **REFERENCES SURVEY & DRAWINGS**

BASIS OF BEARING /COORDINATES:

**REFERENCES:** MAP: 65, 9921, 10384, R.o.S. 12071, 13672, CR. 1044, 3032, 5040, 5131, 7375, 16078, 18483, 20199

**BASIS OF BEARINGS/COORDINATES:** 

The Basis of Bearings for this project was derived from a previous STATIC GPS Survey using GPS 212 and GPS 246 as shown on R.of S. 14492 I.E. S 16°13'32°E, NAD 83 feet, Zone 6 (epoch 91.35), utilizing RTK/GPS field procedures with the Base Station located at an autonomous position, constraining to GPS 212, GPS 246.

### **BENCH:**

SEBP UNIVERSITY AVE & ALABAMA ST. Elev. 270.763 MSL, Based on NGVD 29 FEET as shown in the City of San Diego Bench Book

# TRAFFIC CONTROL NOTE

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 SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. 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. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

# UTILITY NOTE

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION: UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133

SDG&E CONTACT INFORMATION SDG&E PROJECT NUMBER: 956527 SDG&E JOB NUMBER: 010 SDG&E PLANNER: DEBORA RITCH - (858) 636-3968

THE CONTRACTOR SHALL COMPPLETE AND SUBMIT SERVICE APPLICATION ON BEHALF OF THE CITY OF SAN DIEGO FOR SDG&E TO PROCESS THE UTILITY SERVICE WORK ORDER

# **CROSS REFERENCING**

INDICATES SECTION I.D. LETTER-

SECTION SCALE :

INDICATES DRAWING WHERE SECTION IS TAKEN FROM



SECTION CUT MARKER



G-1 ·····	TITLE SHEET
G-2	GENERAL NOTES
C-1	SITE PLAN
C-2	PLAN - STA 13+25 TO STA 15+56
C-3	CROSSWALK WARNING SYSTEM NOTES
:	PLANS & DETAILS
C-4	STA 10+00 TO STA 13+25
·····	STA 15+56 TO STA 18+00
C-5	DETAILS - 1
C-6	DETAILS - 2

INDICATES DETAIL I.D. NUMBER -

DETA	•
 SCALE :	 -

INDICATES DRAWING WHERE DETAIL IS APPLIED

INDICATES DETAIL I.D. NUMBER

INDICATES DRAWING WHERE DETAIL SHOWN

DETAIL MARKER

University Ave & Alabama St Median Improvements August 6, 2012

# UNIVERSITY AVE AT ALABAMA STREET IMPROVEMENT

ADA	AMERICANS WITH DISABILITIES ACT
ADT	AVERAGE DAILY TRAFFIC
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
BC	BEGINING OF CURVE
BMP	BEST MANAGEMENT PRACTICES
Γ.	CENTER LINE
EC	END OF CURVE
EL	ELEVATION
EXIST	EXISTING
IE	INVERT ELEVATION
LED	LIGHT EMITTING DIODE
MUTCO	MANUAL ON UNTEORM TRAFFTC CONTROL DEVI

- MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES MUILU PT POINT
- RCP REINFORCED CONCRETE PIPE
- R.O.W. RIGHT OF WAY SDRSD SAN DIEGO REGIONAL STANDARD DRAWINGS
- SD STORM DRAIN
- SS STAINLESS STEEL
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SSPWC STATION
- STA TYP TYPICAL
- SWR SEWER MAIN
- UNK UNKNOWN

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×	3	CHANGE	DATE	AFFECTED OR ADDED SHEETS	APPROVAL NO.	12		4444 El Cajon Blvo
	3	В	8-2-12	1, 4, 5, 7 & 8		3		San Diego, Califor
	ξ					3		619–563–7650, FAX 6
1	5					1 X 🛛	PPROVED:	amgack
	ζ						DATE:	TCE <sup>1</sup> Consultants 09/02/11
		· · · ·				7		

Mannen and Mannen

# WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

# STORM WATER PROTECTION NOTES

THIS PERMIT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND NPDES NO. CAS0108758.

DESCRIPTION	STD. DWG.	LEGEND
RCP STORM DRAIN TYPE A CURB INLET	D-60, D-61, SDG-107 D-1	
TYPE A-6 CLEANOUT ABANDON PIPE	D-9, D-11, M3, SDG107	
CROSS GUTTER	G-12	<u>بر بر</u>
CONCRETE APRON FOR CURE	B INLET D20	

NOTE : FOR LEGEND SYMBOLS SEE SAN DIEGO REGIONAL STANDARD DRAWINGS

SPEC# 5557



G-1

2 of 6



ADDENDUM "B"

3 of 6



ADDENDUM "B"

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Ivd, Suite 15 ornia 92115 619–563–7821	EXCAVATION :	ADDENDUM B	PH		ELIZABETH DU DESIGN ENGINE	JNN
	UND TRGROUND SERVICE ALERT	AS-BUILT			212-1725	IATES
KR 11	(USA) 1-800-422-4133	CONTRACTOR	DATE COMPLETED		34898-5	
		ADDENDUM	B SPECIF	YING M	ATERIAL	•
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	No. C32268 EXP. 12-31-12	PLANS FOR THE CONSTRUUNIVERSITY AVE AT ALABAM DETAILS - 1	
Engineers Blvd, Suite 15 fornia 92115 619-563-7821	CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION :	FOR CITY ENGINEER     DATE       DESCRIPTION     BY     APPROVED     DATE       FILE NAME:     DATE:     Image: Comparison of the second se	W.D. S-00960 NO. S-00960 JAMAL BATTA SECTION HEAD DANNY SCHROTBERGER PROJECT MANAGER EL 1ZABETH DUNN DESIGN ENGINEER 212-1725
HR hts /11	UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133	AS-BUILT DATE STARTED CONTRACTOR DATE STARTED INSPECTOR DATE COMPLETED ADDENDUM B SPECIFYING N	



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# **City of San Diego**

CONTRACTOR'S NAME: <u>PAL General Engineering, Inc.</u> ADDRESS: <u>5374 Eastgate Mall, San Diego, CA 92121</u> TELEPHONE NO.: <u>(858) 638-7100</u> FAX NO.: <u>(858) 638-7102</u> CITY CONTACT: <u>JASON GUISE, 600 B Street Suite 800, MS 908A, San Diego, CA 92101</u> <u>Email: jguise@sandiego.gov, Phone: (619) 533-4665 Fax: (619) 533-5176</u>

CG/NB/egz

# CONTRACT DOCUMENTS FOR



### UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS

VOLUME 2 OF 2

BID NO.:	L-13-5557-DBB-2
SAP NO. (WBS/IO/CC):	S-00960
CLIENT DEPARTMENT:	2114
COUNCIL DISTRICT:	3
PROJECT TYPE:	IG

### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO SLBE-ELBE FIRMS ONLY.
- > THIS IS A LOCALLY FUNDED CONTRACT THROUGH THE SANDAG.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO INVITATION TO BIDS 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.

### DESCRIPTION

### PAGE NUMBER

Bid/Proposal	3-5
Bid Bond	
Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and	
PCC 7106	7
Contractors Certification of Pending Actions	8
Equal Benefits Ordinance Certification of Compliance	9
Proposal (Bid)10	-12
Form AA35 List of Subcontractors	. 13
Form AA40 Named Equipment/Material Supplier List	. 14

### PROPOSAL

### **Bidder's General Information**

To the City of San Diego:

Pursuant to "Invitation to 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
<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):
Proposa	1 (Rev. June 2011) 3   Page

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	Full Name and Character of partner		
	T un realité and Character of partice		
(4)	Place of Business (Street & Number)		
(5)	City and State	Zip (	Code
(6)	Telephone No.	Facsimile No	
<u>IF A C</u>	CORPORATION, SIGN HERE:		
(1)	Name under which business is conducted	d <u>PAL General Engineerin</u>	g, İnc.
(2)	Signature, with official title of officed au	$(r \parallel$	tion:
		(Signature)	
	Marla Jahs	han	
		Printed Name)	
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(4) (5)	(P Pres (T Incorporated under the laws of the State Place of Business (Street & Number)	Fident	Code 92121
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(4) (5) (6) <u>THE F</u> In acco license LICEN LICEN LICEN This lid license	(P Pres (I Incorporated under the laws of the State Place of Business (Street & Number) City and State <u>San Diego, CA</u> Telephone No. <u>(858) 638-7100</u> <b>FOLLOWING SECTIONS MUST BE F</b> ordance with the "INVITATION TO BII for the following classification(s) to perfor ISE CLASSIFICATION <u>A</u> ISE NO. <u>916931</u> cense classification must also be shown	Sident	Code <u>92121</u> 3) 638-7102 SERS: rnia State Contractor's e specifications: , 2 <u>013</u> ope. Failure to show

### 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. Signature Title President DAY OF SUBSCRIBED AND SWORN TO BEFORE ME, THIS .<sup>•</sup>2012. , State of California Notary Public in and for the County of San Diego (NOTARIAL SEAL) **OFFICIAL SEAL** EATHER JUSTINE BARKER **IFORNIA** 

### 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. Title President Signature .•2<u>0</u>12. SUBSCRIBED AND SWORN TO BEFORE ME, THIS DAY OF 🖁 Δ Notary Public in and for the County of San-Diego State of California (NOTARIAI SEAL) **OFFICIAL SEAL** EATHER JUSTINE BARKER PUBLIC-CALIFORNIA

### **BID BOND**

### KNOW ALL MEN BY THESE PRESENTS,

 That
 PAL General Engineering, Inc.
 as Principal, and

 The Hanover Insurance Company
 as Surety, are

 held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of
 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made,

 we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
 firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled University Ave & Alabama St Median Improvements

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Invitation to Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 20th	day ofAugust, 20_12
PAL General Engineering, Inc. (SEAL)	The Hanover Insurance Company (SEAL)
(Principal)	(Surety)
By: Of a l	By: Motof C. Hoypon
(Signature) Marla Jahshan, President	(Signature) Matthew C. Gaynor, Attorney-In-Fact

~~~

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

. .

### THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Matthew C. Gaynor, Kim D. Vasquez and/or Daniel Frazee

of Santee, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-In-fact shall be as binding upon the Company as if they had been duty executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 21st day of April 2011.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA ъM Robert Thomas. Vice President adVice

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER )ss.

۰,

On this **21st** day of **April 2011**, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America )

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of August, 2012.

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

pislai 10

Glenn Margosian, Vice President

| ACKNOW                                                                     | LEDGMENT                                                                                                                                                                                   |
|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| State of California<br>County of <u>San Diego</u>                          | _)                                                                                                                                                                                         |
| On August 20, 2012 before me                                               | , Kathy Scheuerman, Notary Public                                                                                                                                                          |
|                                                                            | (insert name and title of the officer)                                                                                                                                                     |
| subscribed to the within instrument and ackno                              | evidence to be the person(ɛ́) whose name(ɛ́) is/əre<br>wledged to me that he/ <del>she/they</del> executed the same in<br>by his/ <del>her/their</del> signature(ɛ́) on the instrument the |
| I certify under PENALTY OF PERJURY under<br>paragraph is true and correct. | r the laws of the State of California that the foregoing                                                                                                                                   |
| WITNESS my hand and official seal.                                         | KATHY SCHEUERMAN<br>Commission No. 1884440<br>NOTART PUBLIC CALIFORNIA<br>SAN DIEGO COUNTY<br>Commission Expires March 28, 2014                                                            |
| Signature <u>Kathy Schuurman</u>                                           | (Seal)                                                                                                                                                                                     |

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### NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23 USC 112 AND PCC 7106

State of California ) ) ss. County of San Diego )

Marla Jahshan , being first duly sworn, deposes and says that he or she is President 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: President 2012Subscribed and sworn to before me this Notarv Publ **OFFICIAL SEAL** EATHER JUSTINE BARKER EAL)

### **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 ten 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 ONE BOX ONLY.

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.

The undersigned certifies that within the past ten years the Bidder has 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. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

| NIA                                       |                                       |
|-------------------------------------------|---------------------------------------|
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|                                           |                                       |
|                                           |                                       |
|                                           |                                       |
| ·                                         |                                       |
| Contractor Name _PAL General Engineering, | Inc.                                  |
| Certified By Marla Jahshan                |                                       |
|                                           |                                       |
| $\mathcal{M}(\mathcal{L})$                | Date/17/2012                          |
| Signature                                 | Date                                  |
|                                           |                                       |
| USE ADDITIONAL FORMS                      | S 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 Phone (619) 533-3948 Fax (619) 533-3220

| Company Name: PAL General Engineering, Inc. Co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | antast Manas B.C. J. Y. 1. 1                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ontact Name: Marla Jahshan                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ontact Phone: (858) 638-7100                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ontact Email: info@palsd.com                                                                                                                                                                                                                                                                                                                                                                                      |
| CONTRACT INFORMATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contract Title: University Ave & Alabama St. Medium Improvemen                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Contract Number (if no number, state location): L-13-5557-DBB-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | End Date: TBD                                                                                                                                                                                                                                                                                                                                                                                                     |
| <ul> <li>SUMMARY OF EQUAL BENEFITS ORDINANCE REC</li> <li>The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with or maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration</li> <li>Contractor shall offer equal benefits to employees with spouses and employees with a spouse, is not required to be offered to</li> <li>Contractor shall post notice of firm's equal benefits policy in the workplace and during open enrollment periods.</li> <li>Contractor shall allow City access to records, when requested, to confirm complia</li> <li>Contractor shall submit <i>EBO Certification of Compliance</i>, signed under penalty of per NOTE: This summary is provided for convenience. Full text of the El www.sandiego.gov/administration.</li> <li>Please indicate your firm's compliance status with the EBO. The City may requered to the city may requered to the city may requered to the spouse.</li> </ul> | ontractors who certify they will provide and<br>in of the contract. To comply:<br>with domestic partners.<br>nent, family, parental leave; discounts, child<br>mbership; or any other benefit.<br>o an employee with a domestic partner.<br>nd notify employees at time of hire and<br>iance with EBO requirements.<br>rjury, prior to award of contract.<br>BO and its Rules are posted at<br><b>RTIFICATION</b> |
| <ul> <li>I affirm compliance with the EBO because my firm <i>(contractor must s</i> I affirm compliance with the EBO because my firm <i>(contractor must s</i> I Provides equal benefits to spouses and domestic partners.</li> <li>Provides no benefits to spouses or domestic partners.</li> <li>Has no employees.</li> <li>Has collective bargaining agreement(s) in place prior to January 1, 2011</li> <li>I request the City's approval to pay affected employees a cash equivalent made a reasonable effort but is not able to provide equal benefits upon co of the availability of a cash equivalent for benefits available to spouses but make every reasonable effort to extend all available benefits to domestic partners.</li> <li>It is unlawful for any contractor to knowingly submit any false information to f cash equivalent associated with the execution, award, amendment, or administration.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>select one</u> reason):<br>1, that has not been renewed or expired.<br>t in lieu of equal benefits and verify my firm<br>ontract award. I agree to notify employees<br>it not domestic partners and to continue to<br>artners.<br>the City regarding equal benefits or                                                                                                                                         |
| Municipal Code §22.4307(a)]<br>Under penalty of perjury under laws of the State of California, I certify the abc<br>further certify that my firm understands the requirements of the Equal Bener<br>maintain equal benefits for the duration of the contract or pay a cash equivalent<br><u>Marla Jahshan/ President</u><br>Name/Title of Signatory                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ove information is true and correct. I<br>fits Ordinance and will provide and                                                                                                                                                                                                                                                                                                                                     |

| Receipt Date: | EBO Analyst: | Approved | Not Approved – Reason: |
|---------------|--------------|----------|------------------------|
|               |              |          |                        |

rev 02/15/2011

### **BIDDING DOCUMENTS**

### **PROPOSAL (BID)**

The Bidder agrees to the construction of UNIVERSITY AVE & ALABAMA ST MEDIAN IMPROVEMENTS, 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 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 | ity Unit NAICS Payment<br>Reference Description |        | Unit<br>Price                  | Extension                                                                                                    |                      |                        |
|------|----------|-------------------------------------------------|--------|--------------------------------|--------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
|      | BASE BID |                                                 |        |                                |                                                                                                              |                      |                        |
| 1.   | 1        | LS                                              | 237310 | 9-3.4.1                        | Mobilization                                                                                                 | $\triangleright$     | \$4,500.00             |
| 2.   | 1        | LS                                              | 237310 | 2-4.1                          | Bonds (Payment and Performance)                                                                              | $\supset \lt$        | \$850.00               |
| 3.   | 1        | AL                                              | 237310 | 9-3.5                          | Field Orders (Type II Allowance)                                                                             | $\sum$               | \$12,000.00            |
| 4.   | 1        | LS                                              | 237310 | 300-1.4                        | Removal of AC pavement                                                                                       | $\sum$               | \$ 8,200.00            |
| 5.   | 1        | LS                                              | 237990 | 801-9.4                        | Maintain and Update Storm Water Pollution Control                                                            |                      | \$ 2,500.00            |
| 6.   | 2        | EA                                              | 237990 | 801-9.4                        | Storm Drain Inlet Protection                                                                                 | \$ 250.00            | \$ 500.00              |
| 7.   | 1        | LS                                              | 237310 | 7-10.2.7                       | Traffic Control                                                                                              | $\square$            | \$9,500.00             |
| 8.   | 1        | LS                                              | 238210 | 307-1.1.1                      | Lighted Pedestrian System including accessory<br>materials, signs and construction complete (Drawing<br>C-2) |                      | \$35,000.00            |
| 9.   | 2        | EA                                              | 237310 | 303-5.10.2                     | Curb Ramp w/ Composite Detectable Warning Tile<br>North side University                                      | \$ 2,500.00          | \$5,000.00             |
| 10.  | 1        | LS                                              | 237310 | 303-5.10.2                     | Median Refuge with Truncated Domes per plan                                                                  | $\triangleright$     | \$ 2,500.00            |
| 11.  | 3,000    | LF                                              | 237310 | CalTrans Std.<br>Spec. Sect 84 | Traffic Striping                                                                                             | \$0.86               | \$2,580.00             |
| 12.  | 501      | SF                                              | 237310 | CalTrans Std.<br>Spec. Sect 84 | Crosswalk striping and left turn arrows and yield stripes                                                    | \$ 3.75              | <sup>\$</sup> 1,878.75 |
| 13.  | 1,400    | LF                                              | 237310 | CalTrans Std.<br>Spec. Sect 59 | Curb paint                                                                                                   | \$ 1.10              | <sup>\$</sup> 1,540.00 |
| 14.  | 8        | EA                                              | 237310 | CalTrans Std.<br>Spec. Sect 56 | Furnish and Install Pedestrian Signs ("one and two sign" signs and posts)                                    | \$569.00             | \$ 4,552.00            |
| 15.  | 2        | EA                                              | 237310 | CalTrans Std.<br>Spec. Sect 56 | Furnish and install new "No Parking" signs on existing posts                                                 | \$86.00 <sup>±</sup> | \$ 172.00              |

Proposal (Bid) University Ave & Alabama St Median Improvements (Rev. June 2011) 10 | Page

### **BIDDING DOCUMENTS**

| Item | Quantity                             | Unit | NAICS  | Payment<br>Reference | Description                                                                                                                         | Unit<br>Price | Extension    |
|------|--------------------------------------|------|--------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|
| 16.  | 2                                    | EA   | 238210 | 302-1.12             | Relocate Traffic Loops                                                                                                              | \$460.00      | \$920.00     |
| 17.  | 100                                  | СҮ   | 237310 | 300-2.9              | Unclassified Excavation, including removal and<br>disposal of pavement and soil to install median and at<br>north side of crosswalk | \$ 59.00      | \$5,900.00   |
| 18.  | 794                                  | LF   | 237310 | 303-5.9              | Furnish and install Median curb & gutter                                                                                            | \$ 29.00      | \$23,026.00  |
| 19.  | 3,670                                | SF   | 237310 | 303-5.9              | Furnish and install 4" PCC raised paved median                                                                                      | \$ 5.50       | \$ 20,185.00 |
| 20.  | 47                                   | CY   | 237310 | 300-4.9              | Furnish and install sand backfill under raised median and geotextile barrier                                                        | \$60.00       | \$ 2,820.00  |
| 21.  | 2                                    | EA   | 237310 | 301-1.7              | Adjust manhole frame and cover to grade                                                                                             | \$ 1,250.00   | \$ 2,500.00  |
| 22.  | 810                                  | LF   | 237310 | 302-4.5              | AC Pavement patch and seal                                                                                                          | \$12.00       | \$ 9,720.00  |
|      | ESTIMATED TOTAL BASE BID: \$156,343. |      |        |                      |                                                                                                                                     |               |              |

TOTAL BID PRICE FOR BID (Items 1 through 22, inclusive) amount written in words:

One Hundred Fifty Six Thousand Three Hundred Forty Three dollars and 75/100

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on this Bid form.

List the Addenda received and being acknowledged: <u>A, B</u>

If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, the Bid shall be rejected as being non-responsive.

The names of all persons interested in the foregoing proposal as principals are as follows:

| PAL General Engineering, Inc.                                     |                                       | <br>·                         |
|-------------------------------------------------------------------|---------------------------------------|-------------------------------|
| Marla Jahshan- President                                          | · · · · · · · · · · · · · · · · · · · | <br>                          |
| Abd Jahshan- Vice President                                       |                                       |                               |
|                                                                   |                                       |                               |
|                                                                   |                                       | <br>                          |
| Proposal (Bid)<br>University Ave & Alabama St Median Improvements |                                       | (Rev. June 2011)<br>11   Page |
|                                                                   |                                       |                               |

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: PAL General Engineering, Inc.                                |  |
|----------------------------------------------------------------------|--|
| Title: <u>Marla Jahshan- President</u> Abd Jahshan- Vice President   |  |
| Business Address: 5374 Eastgate Mall, San Diego, CA 92121            |  |
| Place of Business:N/A                                                |  |
| Place of Residence: N/A / A                                          |  |
| Signature:                                                           |  |
| 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.

### **BIDDING DOCUMENTS**

### 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<br>NUMBER OF SUBCONTRACTOR | CONSTRUCTOR<br>OR DESIGNER | TYPE OF<br>WORK    | DOLLAR VALUE<br>OF<br>SUBCONTRACT | MBE, WBE, DBE,<br>DVBE, OBE, ELBE,<br>SLBE, SDB, WoSB,<br>HUBZone, OR<br>SDVOSB © | WHERE<br>CERTIFIED<br>© | CHECK IF JOINT<br>VENTURE<br>PARTNERSHIP |
|--------------------------------------------------------|----------------------------|--------------------|-----------------------------------|-----------------------------------------------------------------------------------|-------------------------|------------------------------------------|
| Name: Lekos Electric                                   |                            |                    |                                   | ```                                                                               |                         |                                          |
| Address:_1370 Pioneer Wy                               |                            |                    | +01 000 00                        | ΛΙΛ                                                                               | NA                      | . 1                                      |
| City: El Cajon State: CA                               | Constructor                | Electrical         | \$31,000.00                       | NA                                                                                | NG1                     | NA                                       |
| Zip: 92020 Phone: 619-447-7661                         |                            |                    |                                   |                                                                                   |                         | /                                        |
| Name: Luzaich Striping (LSI)                           |                            |                    |                                   |                                                                                   |                         |                                          |
| Address: PO BOX 2426                                   | Constructor Striping       | Striping & Signage | 40.210.2F                         |                                                                                   |                         | 110                                      |
| City: El Cajon State: CA                               | Constructor                | Surphilg & Signage | \$9,318.25                        | SLBE                                                                              | (1)                     | MA                                       |
| Zip: 92021 Phone: 619-443-7755                         |                            |                    |                                   |                                                                                   | 1                       |                                          |
| Name:                                                  |                            |                    |                                   |                                                                                   |                         |                                          |
| Address:                                               |                            |                    |                                   |                                                                                   |                         |                                          |
| City: State:                                           |                            |                    |                                   |                                                                                   |                         |                                          |
| Zip: Phone:                                            |                            |                    | •                                 |                                                                                   |                         |                                          |

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE 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     | . 6 |
|   | Certified Small Local Business Enterprise                 | SLBE          | Small Disadvantaged Business                           | SDB      | n2  |
|   | Woman-Owned Small Business                                | WoSB          | HUBZone Business                                       | HUBZone  | 0.0 |
|   | 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      |     |
|   |                                                           |               |                                                        |          |     |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification (except for OBE, SLBE and ELBE).

Form Title:LIST OF SUBCONTRACTORSForm Number:AA35University Ave & Alabama St Median Improvements

(Rev. June 2011)

### **BIDDING DOCUMENTS**

### 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<br>OF VENDOR/SUPPLIER | MATERIALS<br>OR SUPPLIES | DOLLAR<br>VALUE OF<br>MATERIAL OR<br>SUPPLIES | SUPPLIER<br>(Yes/No) | MANUFACTURER<br>(Yes/No) | MBE, WBE, DBE,<br>DVBE, OBE,<br>ELBE, SLBE, SDB,<br>WoSB, HUBZone,<br>OR SDVOSBO | WHERE<br>CERTIFIED 2 |
|----------------------------------------------------------|--------------------------|-----------------------------------------------|----------------------|--------------------------|----------------------------------------------------------------------------------|----------------------|
| Name:                                                    |                          |                                               |                      |                          |                                                                                  |                      |
| Address:                                                 |                          |                                               |                      |                          |                                                                                  |                      |
| City: State:                                             |                          |                                               |                      |                          |                                                                                  |                      |
| Zip: Phone:                                              |                          |                                               |                      |                          |                                                                                  |                      |
| Name:                                                    |                          | A.                                            |                      |                          |                                                                                  |                      |
| Address:                                                 |                          |                                               |                      |                          |                                                                                  |                      |
| City: State:                                             |                          |                                               |                      |                          |                                                                                  |                      |
| Zip: Phone:                                              |                          |                                               |                      |                          |                                                                                  |                      |
| Name:                                                    |                          |                                               |                      |                          |                                                                                  |                      |
| Address:                                                 |                          |                                               |                      |                          | _                                                                                |                      |
| City: State:                                             |                          |                                               |                      |                          |                                                                                  |                      |
| Zip: Phone:                                              |                          |                                               |                      | · ·                      |                                                                                  |                      |

| 1 | As appropriate, Bidder shall identify Vendor/Supplier as one | of the following and | shall include a valid proof of certification (except for OBE, SLBI | E 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                | SDVOSB               |                                                                    |              |
| 0 | 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 (except for OBE, SLBE and ELBE).

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST Form Number: AA40 University Ave & Alabama St Median Improvements (Rev. June 2011)

# **REFERENCES SURVEY & DRAWINGS**

BASIS OF BEARING /COORDINATES:

**REFERENCES:** 

MAP: 65, 9921, 10384, R.o.S. 12071, 13672, CR. 1044, 3032, 5040, 5131, 7375, 16078, 18483, 20199

BASIS OF BEARINGS/COORDINATES:

The Basis of Bearings for this project was derived from a previous STATIC GPS Survey using GPS 212 and GPS 246 as shown on R.of S. 14492 I.E. S 16°13'32"E, NAD 83 feet, Zone 6 (epoch 91.35), utilizing RTK/GPS field procedures with the Base Station located at an autonomous position, constraining to GPS 212, GPS 246.

### **BENCH:**

SEBP UNIVERSITY AVE & ALABAMA ST. Elev. 270.763 MSL, Based on NGVD 29 FEET as shown in the City of San Diego Bench Book

# TRAFFIC CONTROL NOTE

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 SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. 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. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

# UTILITY NOTE

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION: UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133

SDG&E CONTACT INFORMATION SDG&E PROJECT NUMBER: 956527 SDG&E JOB NUMBER: 010 SDG&E PLANNER: DEBORA RITCH - (858) 636-3968

THE CONTRACTOR SHALL COMPPLETE AND SUBMIT SERVICE APPLICATION ON BEHALF OF THE CITY OF SAN DIEGO FOR SDG&E TO PROCESS THE UTILITY SERVICE WORK ORDER

# **CROSS REFERENCING**

| INDICATES SECTION I.D. LETTER                                               |
|-----------------------------------------------------------------------------|
| SECTION                                                                     |
| SCALE :                                                                     |
| INDICATES DRAWING WHERE<br>SECTION IS TAKEN FROM                            |
| INDICATES SECTION I.D. LETTER<br>FLAG INDICATES DIRECTION<br>OF SECTION CUT |
| X INDICATES DRAWING WHERE<br>SECTION SHOWN                                  |
| SECTION CUT MARKER                                                          |



# DRAWING INDEX

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ··· TITLE SHEET                    |
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| G-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· GENERAL NOTES                  |
| C-1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· SITE PLAN                      |
| C-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· PLAN - STA 13+25 TO STA 15+56  |
| C-3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· CROSSWALK WARNING SYSTEM NOTES |
| and a second br>and a second br>and a second br>and a second br>and a second br>and a second br>and a second sec | ··· PLANS & DETAILS                |
| C-4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· STA 10+00 TO STA 13+25         |
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| C-5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· DETAILS - 1                    |
| C-6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ··· DETAILS - 2                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                    |

INDICATES DETAIL I.D. NUMBER

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INDICATES DRAWING WHERE DETAIL IS APPLIED

INDICATES DETAIL I.D. NUMBER

INDICATES DRAWING WHERE DETAIL SHOWN

DETAIL MARKER

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# UNIVERSITY AVE AT ALABAMA STREET IMPROVEMENT

OUISIAN 5 UNIVERSITY AV 5 WHIGHTMAN ST ROBINSON AVE LAWDIS ST

> LOCATION MAP NTS

# NTS

VICINITY MAP

**ABBREVIATIONS** 

| AC       | ASPHALT CONCRETE                                    |              |
|----------|-----------------------------------------------------|--------------|
| ADA      | AMERICANS WITH DISABILITIES ACT                     |              |
| ADT      | AVERAGE DAILY TRAFFIC                               |              |
| ASTM     | AMERICAN SOCIETY OF TESTING MATERIALS               |              |
| BC       | BEGINING OF CURVE                                   |              |
| BMP      | BEST MANAGEMENT PRACTICES                           |              |
| Ę        | CENTER LINE                                         |              |
| EC       | END OF CURVE                                        |              |
| EL       | ELEVATION                                           |              |
| EXIST    | EXISTING                                            |              |
| IE       | INVERT ELEVATION                                    |              |
| LED      | LIGHT EMITTING DIODE                                |              |
| MUTCD    | MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES           |              |
| PT       | POINT                                               |              |
| RCP      | REINFORCED CONCRETE PIPE                            |              |
| R.O.W.   | RIGHT OF WAY                                        |              |
| SDRSD    | SAN DIEGO REGIONAL STANDARD DRAWINGS<br>STORM DRAIN |              |
| SD<br>SS | STAINLESS STEEL                                     |              |
|          | STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCT  | TON          |
| SSPWC    | STATION                                             |              |
| STA      |                                                     |              |
| TYP      | TYPICAL                                             |              |
| SWR      | SEWER MAIN                                          |              |
| UNK      | UNKNOWN                                             | -            |
|          | Tran Consult                                        | ing Engineer |

EXAS

DATE:

**APPROVED:** 

# WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

# STORM WATER PROTECTION NOTES

THIS PERMIT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-0001 AND NPDES NO. CAS0108758.

| DESCRIPTION            | STD. DWG.             | LEGEND          |
|------------------------|-----------------------|-----------------|
| RCP STORM DRAIN        | D-60, D-61, SDG-107   |                 |
| TYPE A CURB INLET      | D-1                   | ······· <u></u> |
| TYPE A-6 CLEANOUT      | D-9, D-11, M3, SDG107 | <b>0</b>        |
| ABANDON PIPE           |                       |                 |
| CROSS GUTTER           | G-12                  |                 |
| CONCRETE APRON FOR CUR | B INLET D20           |                 |

NOTE : FOR LEGEND SYMBOLS SEE SAN DIEGO REGIONAL STANDARD DRAWINGS

|                                                             |                                                        |                                                                                |                                                                                                                                                       |                         |                      |        | G-                                 |         |
|-------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|--------|------------------------------------|---------|
|                                                             | PROFESSIONA                                            | PLANS FO                                                                       | DR T                                                                                                                                                  | HE C                    | CON                  | STRI   | JCTION                             | OF      |
|                                                             | No. C32268                                             | UNIVERS                                                                        | ITY A                                                                                                                                                 | VE A                    | Γ AL                 | ABAM   | A MEDIAN                           |         |
|                                                             | EX0.12-31-12                                           |                                                                                | antan antan<br>Antana antana antan<br>Antana antana | ITLE                    | SHE                  | ET     |                                    |         |
|                                                             | FIF OF CALIFORNIE                                      | CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING DEPARTMENT<br>SHEET 1 OF 8 SHEETS |                                                                                                                                                       |                         |                      |        | W.O. S-0096                        | 30      |
|                                                             | CONTRACTOR MUST NOTIFY THE<br>BELOW LISTED AGENCY AT   | FOR CITY ENGINEER                                                              | R                                                                                                                                                     | 6-11                    | <b>B – Z</b><br>DATE | •12    | JAMAL BATTA<br>SECTION HEAD        |         |
| Engineers                                                   | LEAST TWO (2) WORKING DAYS<br>PRIOR TO COMMENCEMENT OF | DESCRIPTION<br>FILE NAME: DATE:                                                | BY                                                                                                                                                    | APPROVED                | DATE                 | FILMED | DANNY SCHROTBER<br>PROJECT MANAGEI |         |
| 4444 El Cajon Blvd, Suite 15<br>San Diego, California 92115 | EXCAVATION :                                           |                                                                                |                                                                                                                                                       |                         |                      |        | ELIZABETH DUN<br>DESIGN ENGINEER   | <u></u> |
| 619-563-7650, FAX 619-563-7821                              |                                                        | AS-BUILT                                                                       |                                                                                                                                                       |                         |                      |        | 212-1725<br>LAMBERT COORDINAT      | TES     |
| TCE Consultants<br>09 /02 /11                               | UNDERGROUND SERVICE ALERT<br>(USA) 1-800-422-4133      | CONTRACTOR                                                                     |                                                                                                                                                       | E STARTED<br>COMPLETED_ |                      |        | 34898-1                            | -D      |

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# **GENERAL NOTES**

UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED, ALL ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF AVAILABLE RECORDS INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO POTHOLE ALL EXISTING UTILITIES (EITHER SHOWN ON THE PLANS OR MARKED ON THE FIELD) IN ACCORDANCE WITH THE SPECIFICATIONS (REFERENCE SPECIFICATIONS SECTION 5-1)

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL •A PERMIT/ •A NOTICE TO PROCEED HAS BEEN ISSUED. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LAND SURVEYOR MUST FIELD LOCATE. REFERENCE. AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED. A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED. THE CITY OF SAN DIEGO FIELD SURVEY SECTION MUST BE NOTIFIED, IN WRITING, AT LEAST 3 DAYS PRIOR TO THE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

3. IMPORTANT NOTICE: SECTION 4216 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER, CALL UNDERGROUND SERVICE ALERT, TOLL FREE 1-800-422-4133, TWO DAYS BEFORE YOU DIG.

4. CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD AND THE CITY OF SAN DIEGO MUNICIPAL CODE AND STORM WATER STANDARDS MANUAL.

5. "PUBLIC IMPROVEMENT SUBJECT TO DESUETUDE OR DAMAGE." IF REPAIR OR REPLACEMENT OF SUCH PUBLIC IMPROVEMENTS IS REQUIRED, THE OWNER SHALL OBTAIN THE REQUIRED PERMITS FOR WORK IN THE PUBLIC RIGHT-OF-WAY, SATISFACTORY TO THE PERMIT- ISSUING AUTHORITY. 6. ALL EXISTING AND/OR PROPOSED PUBLIC UTILITY SYSTEM AND SERVICE FACILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH SECTION 144.0240 OF THE MUNICIPAL CODE. 7. PRIOR TO ANY DISTURBANCE TO THE SITE, EXCLUDING UTILITY MARK-OUTS AND SURVEYING, THE CONTRACTOR SHALL MAKE ARRANGEMENTS FOR A PRE-CONSTRUCTION MEETING WITH THE CITY OF SAN DIEGO FIELD ENGINEERING DIVISION (858) 627-3200.

8. DEVIATIONS FROM THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE CITY INSPECTOR.

9. AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE RESIDENT ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF SAN DIEGO.

10. CONTRACTOR SHALL REMOVE AND REPLACE ALL UTILITY BOXES SERVING AS HANDHOLES THAT ARE NOT IN "AS-NEW" CONDITION IN PROPOSED SIDEWALK. DAMAGED BOXES, OR THOSE THAT ARE NOT IN COMPLIANCE WITH CURRENT CODE SHALL BE REMOVED AND REPLACED WITH NEW BOXES. INCLUDING WATER, SEWER, TRAFFIC SIGNALS, STREET LIGHTS, DRY UTILITIES-SDG&E, COX, ETC. ALL NEW METAL LIDS SHALL BE SLIP RESISTANT (FRICTION FACTOR >/= 0.50) AND INSTALLED FLUSH WITH PROPOSED SIDEWALK GRADE. IF A SLIP RESISTANT METAL LID IS NOT COMMERCIALLY AVAILABLE FOR THAT USE. NEW BOXES AND LIDS SHALL BE INSTALLED.

# CONSTRUCTION NOTES

1. INSTALL CURB RAMP IN ACCORDANCE WITH SDRSD DRAWING G-133 AND G-134 AND DETAILS SHOWN ON THESE PLANS.

2. CONTRACTOR SHALL OVERCUT AC PAVEMENT 6" BY SAWCUTTING FOR CONSTRUCTION OF RAISED MEDIAN, FILL TRENCH PER SDRSD SDG-107.

# EROSION AND SEDIMENT CONTROL NOTES

TEMPORARY EROSION/SEDIMENT CONTROL, PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR OR QUALIFIED PERSON AS INDICATED BELOW:

6. EXCAVATIONS: EXCEPT WHEN OTHERWISE SHOWN ON THE PLANS, ALL TRENCHES SHALL BE BACKFILLED 1. ALL REQUIREMENTS OF THE CITY OF SAN DIEGO "LAND DEVELOPMENT MANUAL. STORM WATER OR TRENCH-PLATED AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH STANDARDS' MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH GRADING/IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON (SWPPP), WATER QUALITY TECHNICAL REPORT (WOTR), AND/OR WATER POLLUTION CONTROL PLAN (WPCP). COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR 2. FOR STORM DRAIN INLETS, PROVIDE A GRAVEL BAG SILT BASIN IMMEDIATELY UPSTREAM OF INLETS. TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS. THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS IN THE RIGHT-OF-WAY EXCEPT 3. FOR INLETS LOCATED AT SUMPS ADJACENT TO TOP OF SLOPES, THE CONTRACTOR SHALL ENSURE WHEN OTHERWISE SHOWN ON THE PLANS. THAT WATER DRAINING TO THE SUMP IS DIRECTED INTO THE INLET AND THAT A MINIMUM OF 1.00' FREEBOARD EXISTS AND IS MAINTAINED ABOVE THE TOP OF THE INLET. IF FREEBOARD IS NOT 7. RESTORATION OF ROADWAY: THE CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING IMPROVEMENTS PROVIDED BY GRADING SHOWN ON THESE PLANS, THE CONTRACTOR SHALL PROVIDE IT VIA TEMPORARY WITHIN THE RIGHT-OF-WAY NOT DESIGNATED FOR PERMANENT REMOVAL (TRAFFIC SIGNS. STRIPING. MEASURES, I.E. GRAVEL BAGS OR DIKES.

4. THE CONTRACTOR OR QUALIFIED PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF SILT AND MUD ON ADJACENT STREET(S) AND STORM DRAIN SYSTEM DUE TO CONSTRUCTION ACTIVITY. 5. THE CONTRACTOR OR QUALIFIED PERSON SHALL CHECK AND MAINTAIN ALL LINED AND UNLINED DITCHES AFTER EACH RAINFALL.

6. THE CONTRACTOR SHALL REMOVE SILT AND DEBRIS AFTER EACH MAJOR RAINFALL. 7. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.

8. THE CONTRACTOR SHALL RESTORE ALL EROSION/SEDIMENT CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER OR RESIDENT ENGINEER AFTER EACH RUN-OFF PRODUCING RAINFALL.

1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

2. ALL STRIPING AN SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:

CALIFORNIA MUTCD CALTRANS STANDARD SPECIFICATIONS CITY OF SAN DIEGO STANDARD DRAWINGS

3. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.

4. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING WITH THE SEAL. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.

5. SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER CITY OF SAN DIEGO STANDARD DRAWING, M-45.

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6. ALL RAISED MEDIAN NOSES SHALL BE PAINTED YELLOW.

7. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.

8. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET UNLESS INDICATED OTHERWISE.

9. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE THERMOPLASTIC.

10. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4741 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.

10. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION. 11. ALL EROSION/SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED GRADING PLAN SHALL BE

INCORPORATED HEREON. ALL EROSION/SEDIMENT CONTROL FOR INTERIM CONDITIONS SHALL BE DONE TO THE SATISFACTION OF THE RESIDENT ENGINEER.

12. GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.

13. ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN RAIN IS IMMINENT.

14. THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING FOR THE AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED PERSON CAN PROVIDE EROSION/SEDIMENT CONTROL MEASURES. 15. THE CONTRACTOR SHALL ARRANGE FOR WEEKLY MEETINGS DURING OCTOBER 1ST TO APRIL 30TH FOR PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED PERSON, EROSION CONTROL SUBCONTRACTOR IF ANY, ENGINEER OF WORK, OWNER/DEVELOPER AND THE RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION/SEDIMENT CONTROL MEASURES AND OTHER RELATED CONSTRUCTION ACTIVITIES.

# TRAFFIC CONTROL NOTES

STREETS WITH ADT OF 5,000 AND OVER

1. VALIDATION: THE TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES AND WORK HOURS ARE APPROVED. THE CONTRACTOR SHALL SUBMIT TWO (2) REDUCED COPIES OF TRAFFIC CONTROL PLANS (11"X17") TO THE TRAFFIC CONTROL PERMIT COUNTER, LAND DEVELOPMENT REVIEW DIVISION, 3RD FLOOR DEVELOPMENT SERVICES CENTER, 1222 FIRST AVENUE, SAN DIEGO. THE CONTRACTOR SHALL OBTAIN A TRAFFIC CONTROL PERMIT A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, AND A MINIMUM OF FIVE (5) DAYS IF WORK WILL AFFECT A BUS STOP OR AN EXISTING TRAFFIC SIGNAL, OR IF WORK WILL REQUIRE A ROAD OR ALLEY CLOSURE.

2. CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4741 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY CONSTRUCTION WORK AFFECTING TRAFFIC SIGNALS.

3. STANDARDS: THE TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF EACH OF THE FOLLOWING MANUALS:

• CITY OF SAN DIEGO STANDARD DRAWINGS, APPENDIX "A." • THE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES), 2003 EDITION, INCLUDING THE CALIFORNIA SUPPLEMENT AND THE CITY OF SAN DIEGO DOCUMENT NO. AEC516051. • STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, INCLUDING THE REGIONAL AND CITY OF SAN DIEGO SUPPLEMENTAL AMENDMENTS.

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

• FIRE DEPARTMENT DISPATCH (STREET OR ALLEY CLOSURE) (858) 573-1300 POLICE DEPARTMENT DISPATCH (STREET OR ALLEY CLOSURE) (619) 531-2000 ENVIRONMENTAL SERVICES (REFUSE COLLECTION) (858) 492-5060 STREET DIVISION (TRAFFIC SIGNALS) (619) 527-7500 • SAN DIEGO TRANSIT (BUS STOPS) (619) 238-0100 EXT. 424 UNDERGROUND SERVICE ALERT (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.

THE CONTRACTOR SHALL NOTIFY ENGINEERING FIELD DIVISION AT (858) 627-3200 AND ARRANGE FOR INSPECTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO STARTING ANY WORK INVOLVING NIGHTTIME OR WEEKEND HOURS.

5. POSTING PARKING RESTRICTIONS: THE CONTRACTOR SHALL POST TOW-AWAY/NO PARKING SIGNS TWENTY FOUR (24) HOURS IN ADVANCE OF PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS. DATES AND TIMES OF RESTRICTIONS. PARKING METERS SHALL BE BAGGED WHERE APPLICABLE.

PAVEMENT MARKERS. PAVEMENT MARKINGS. LEGENDS. CURB MARKINGS. LOOP DETECTORS. TRAFFIC SIGNAL EQUIPMENT. ETC.) WHICH ARE DAMAGED OR REMOVED AS A RESULT OF OPERATIONS. REPAIRS AND REPLACEMENTS SHALL BE AT LEAST EQUAL TO EXISTING IMPROVEMENT.

8. CHANGE IN WORK: THE CITY ENGINEER RESERVES THE RIGHT TO OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND TO MAKE ANY CHANGES AS FIELD CONDITIONS WARRANT. ANY CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.



# STRIPING AND SIGNING GENERAL NOTES

11. MARKINGS IN ACCORDANCE WITH CALIFORNIA MUTCD

12. CONTRACTOR TO REMOVE GREEN PAINT ON SOUTHSIDE OF UNIVERSITY AVE CURB AND REPLACE EXISTING PARKING SIGNS WITH R7-1 (3PLACES).

| $ \frac{1}{2} \sum_{i=1}^{n} 1$ | CALD PROFESSIONAL CLE                                  |                                 |           |                                    |       | -                | JCTION OF                             |  |  |  |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EXD. 12-31-12                                          |                                 | GE        | ENERAL                             | NO    | TES              |                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | OF CALIFORNIT                                          |                                 | NEERING ( | GO, CALI<br>DEPARTMENT<br>8 SHEETS | FORNI | NIA w.o. 8-00960 |                                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CONTRACTOR MUST NOTIFY THE<br>BELOW LISTED AGENCY AT   | FOR CITY ENGINEE                | A R       | 6-18                               | -2-   | 12_              | JAMAL BATTA<br>SECTION HEAD           |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | LEAST TWO (2) WORKING DAYS<br>PRIOR TO COMMENCEMENT OF | DESCRIPTION<br>FILE NAME: DATE: | BY        | APPROVED                           | DATE  | FILMED           | DANNY SCHROTBERGER<br>PROJECT MANAGER |  |  |  |
| d, Suite 15<br>nia 92115                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | EXCAVATION :                                           |                                 |           |                                    |       |                  | ELIZABETH DUNN                        |  |  |  |
| 19-563-7821                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                        |                                 |           |                                    |       |                  | DESIGN ENGINEER                       |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                        |                                 |           |                                    |       |                  | 212-1725                              |  |  |  |
| R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                        | AS-BUILT                        |           |                                    |       |                  | LAMBERT COORDINATES                   |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | UNDERGROUND SERVICE ALERT<br>(USA) 1-800-422-4133      | CONTRACTOR<br>INSPECTOR         |           | e started                          |       |                  | 34898-2-D                             |  |  |  |



# SURVEY COORDINATES

| POINT      | NORTHING     | EASTING      | DESCRIPTION                                                                                               |
|------------|--------------|--------------|-----------------------------------------------------------------------------------------------------------|
|            | N=1853272.90 | E=6287327.04 | NORTHWEST CORNER OF YELLOW STRIPE BY<br>EAST RAISED MEDIAN                                                |
| 2          | N=1853262.90 | E=6287327.04 | SOUTHWEST CORNER OF YELLOW STRIPE BY<br>EAST RAISED MEDIAN                                                |
| 3          | N=1853262.90 | E=6287317.03 | SOUTHEAST CORNER OF YELLOW STRIPE BY<br>WEST RAISED MEDIAN                                                |
| 4          | N=1853272.90 | E=6287317.03 | NORTHEAST CORNER OF YELLOW STRIPE BY<br>WEST RAISED MEDIAN                                                |
| (5)        | N=1853263.73 | E=6287054.83 | END OF DOUBLE YELLOW LINE AND EXTENSION<br>LINE OF TOP OF CURB LINE ON SOUTHSIDE OF<br>WEST RAISED MEDIAN |
| 6          | N=1853272.90 | E=6287114.74 | BEGIN OF TRANSITION OF TOP OF CURB ON<br>NORTH SIDE OF WEST RAISED MEDIAN                                 |
| (7)        | N=1853272.90 | E=6287512.19 | END OF DOUBLE YELLOW LINE AND EXTENSION LINE<br>OF TOP OF CURB LINE ON NORTH SIDE OF EAST<br>MEDIAN       |
| <u>(8)</u> | N=1853262.90 | E=6287452.19 | BEGIN OF TRANSITION OF TOP OF CURB ON SOUTH SIDE OF EAST RAISED MEDIAN                                    |

|                      | A ST             |                                                                                                              |                                |
|----------------------|------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------|
| INSTALL RAISED PAVED | . EX 16' INLET 7 | EDGE OF SIDEW<br>EVEN W/EDGE<br>STORM DRAIN SI                                                               |                                |
| SDG-II2              |                  |                                                                                                              | 7 344546<br>344346<br>10010348 |
| RANSITION 13+00      |                  |                                                                                                              |                                |
|                      |                  |                                                                                                              |                                |
|                      |                  |                                                                                                              |                                |
| MATCH LINE           | FOR CROSSWALK    | ISTOP<br>STOP<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I<br>I | MATCH LINE<br>STA.15+56        |
|                      |                  | ALABA                                                                                                        |                                |
|                      | SHEET C-2        |                                                                                                              |                                |
|                      |                  |                                                                                                              |                                |
|                      | PLAN PLAN        |                                                                                                              |                                |

I" = 40'





NOTES :

 CONTRACTOR TO REMOVE EXISTING STREET STRIPING BETWEEN FLORIDA STREET AND MISSISSIPPI STREET
 FOR HORIZONTAL AND VERTICAL CONTROL REFERENCE DATA SEE SHEET G-I

3. CURB PAINT PER CALTRANS STANDARD SPECIFICATIONS SECTION 59. PAINT CURBS ON NORTH AND SOUTH SIDE OF UNIVERSITY AVE BETWEEN MISSISSIPPI AND FLORIDA STREETS RED IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS AND CALIFORNIA MUTCD.

4. FILL MATERIAL UNDER RAISED MEDIAN SHALL BE SAND PER GREEN BOOK SECTION 200-1.5.3. OR NATIVE BACKFILL PLACED IN ACCORDANCE WITH SDRSD SDG-112 AND GREENBOOK SECTION 300-4. IF SAND IS USED PLACE GEOTEXTILE PER GREENBOOK SECTION 300-10 BENEATH SAND. 2

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|                                         |                                                        |                                                                                |      |                        |       |        |                                       | C-I                         |
|-----------------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------|------|------------------------|-------|--------|---------------------------------------|-----------------------------|
|                                         | PROFESSION4                                            | PLANS FO                                                                       | DR T | HE C                   | CON   | STRI   | JCT                                   | ON OF                       |
|                                         | No. C32268                                             | UNIVERS                                                                        | ITY  | AVE AT<br>SITE         |       |        | A ME(                                 | DIAN                        |
|                                         | OF CALIFORNIE                                          | CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING DEPARTMENT<br>SHEET 3 OF 8 SHEETS |      |                        |       |        | -00960                                |                             |
|                                         | CONTRACTOR MUST NOTIFY THE                             | 2 Bot                                                                          | 5    | 6-18                   | - 201 | L      |                                       | MAL BATTA                   |
|                                         | BELOW LISTED AGENCY AT                                 | FOR CITY ENGINEE                                                               | 1    |                        | DATE  |        | -                                     | TION HEAD                   |
|                                         | LEAST TWO (2) WORKING DAYS<br>PRIOR TO COMMENCEMENT OF | DESCRIPTION<br>FILE NAME: DATE:                                                | BY   | APPROVED               | DATE  | FILMED | · · · · · · · · · · · · · · · · · · · | SCHROTBERGER<br>ECT MANAGER |
| l, Suite 15<br>nia 92115<br>19–563–7821 | EXCAVATION :                                           |                                                                                |      |                        |       |        |                                       | CN ENGINEER                 |
|                                         |                                                        | AS-BUILT                                                                       |      |                        |       |        |                                       | 212-1725<br>RT COORDINATES  |
|                                         | UNDERGROUND SERVICE ALERT<br>(USA) 1-800-422-4133      | Contractor<br>Inspector                                                        |      | E STARTED<br>COMPLETED |       | •      |                                       | 98-3-D                      |



| Tran Consulting | g Engineers                                                       |
|-----------------|-------------------------------------------------------------------|
|                 | 4444 El Cajon Blvd<br>San Diego, Califorr<br>619–563–7650, FAX 61 |
| APPROVED:       | TCE Consultants                                                   |
| DATE:           | TCE <sup>l</sup> Consultants<br>09/02/11                          |
|                 |                                                                   |

m < A THE LIGHTED CROSSWALK SYSTEM PRESENTED IN THE PLANS AND SPECIFIED IN NOTES BELOW IS BY LIGHTGUARD SYSTEMS, INC. OTHER PRODUCTS MEETING THE REQUIREMENTS OF CHAPTER 4L-IN ROADWAY LIGHTS IN PART 4 HIGHWAY TRAFFIC SIGNALS OF MOST CURRENT ADOPTED MUTCD AS AMENDED FOR CALIFORNIA, AND OTHER CODES AND STANDARDS LISTED HEREIN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ACCEPTANCE AS AN ACCEPTABLE SYSTEM FOR THIS PROJECT. CONTRACTOR SHALL SUBMIT THE PROPOSED SYSTEM A MINIMUM OF 2 WEEKS PRIOR TO OPENING OF BIDS FOR THIS PROJECT. FOLLOWING CONTRACT EXECUTION CONTRACTOR SHALL SUBMIT DETAILS AND SPECIFICATIONS OF SPECIFICALLY PROPOSED LIGHTING EQUIPMENT TO BE INSTALLED TO THE ENGINEER FOR APPROVAL.

LIGHTED CROSSWALK WARNING SYSTEM -

- A. THE LIGHTED CROSSWALK WARNING SYSTEM CONSISTS OF A POWER CONTROL UNIT WITH COMPONENTS MOUNTED ON BACKPLANE INSTALLED IN METER PEDESTAL ENCLOSURE, INSET-LIGHT EMITTING DIODE (LED) LIGHTING FIXTURES WITH IN-ROADWAY BASE PLATES, ACTIVATION MECHANISMS AND RELATED EQUIPMENT AS NECESSARY FOR A COMPLETE OPERATIONAL SYSTEM.
- B. THE INSTALLED SYSTEM SHALL COMPLY WITH NATIONAL ELECTRIC CODE (NEC) ARTICLE 300, CHAPTER 7, SECTION 725-3 RATED AS "LOW VOLTAGE." THE SYSTEM SHALL BE INSTALLED TO MANUFACTURER'S RECOMMENDED SPECIFICATIONS AND CONFORM TO FEDERAL, STATE OR LOCAL REGULATIONS PATENT ALLOWANCE
- A. THE LIGHTGUARD SYSTEMS, INC. CROSSWALK EQUIPMENT IS A LICENSED HOLDER OF UTILITY PATENT NO. 6,384,742 FOR PEDESTRIAN CROSSWALK SIGNAL APPARATUS. ALL PRODUCTS ASSOCIATED WITH THE SYSTEM SHALL BE APPROPRIATELY LICENSED OR QUALIFIED UNDER PATENT PROTECTION. B. VENDOR SHALL AGREE TO INDEMNIFY SOLICITORS PROCURING AGENCY FROM CLAIMS INVOLVING INFRINGEMENT OF PATENT OR COPYRIGHTS.
- I. ENHANCED SUPERIOR FLASH RATE THE SYSTEM SHALL HAVE THE ENLIGHTENED I FLASH RATE, A TESTED, PROVEN, AND EFFECTIVE SUPERIOR FLASH RATE OR APPROVED EQUAL.
- ROADWAY PAVEMENT INTRUSION LIMITATION THE SYSTEM MUST PROVIDE IN-ROADWAY WARNING LIGHTS THAT DO NOT ENCROACH THE ROADWAY PAVEMENT BEYOND 1.5 INCHES IN DEPTH.
- 3. MANUFACTURER SYSTEM ASSURANCE UPON REQUEST, THE MANUFACTURER SHALL PROVIDE THE PURCHASING AGENCY WITH A MINIMUM OF THREE TEST / EVALUATION STUDY REPORTS OF THE MANUFACTURER'S PRODUCT. WHICH WERE CONDUCTED. BY INDEPENDENT AGENCIES. TEST/ EVALUATION STUDY REPORTS SHALL DEMONSTRATE THE WORTHINESS AND EFFECTIVENESS OF MANUFACTURER'S SYSTEM FOR ASSURANCE BY PURCHASING AGENCY.
- 4. MANUFACTURER PROOF OF INSURANCE UPON REQUEST, THE MANUFACTURER SHALL PROVIDE THE PURCHASING AGENCY WITH "PROOF OF PRODUCT LIABILITY" INSURANCE COVERING "IN-ROADWAY WARNING LIGHTS" FOR USE AT CROSSWALKS.
- 5. POWER CONTROL UNIT THE POWER CONTROL UNIT (PCU) SHALL BE BASED ON A HIGH-SPEED 8-BIT EMBEDDED MICRO CONTROLLER AND SHALL UTILIZE A COMPILED MACHINE CONTROL LANGUAGE. PCU SHALL INCLUDE SYSTEM OPERATION SOFTWARE WITH ADJUSTABLE PARAMETERS ACCESSED VIA A USER INTERFACE. PCU OUTPUT VOLTAGE SHALL NOT EXCEED 15 VOLTS. THE POWER CONTROL UNIT SHALL INCLUDE 150 WATT POWER SUPPLY WITH 120VAC INPUT/15VDC OUTPUT, DPST 5AMP AC INPUT CIRCUIT BREAKER WITH LIGHTNING ARRESTOR, (4) 10 AMP DC CIRCUIT BREAKERS. 12VDC BATTERY WITH DC CHARGE CONTROLLER, TERMINAL BLOCKS AND INTERCONNECTING AC/DC WIRING, AND MICROCONTROLLER WITH KEYPAD INPUT POWER SERVICE REQUIREMENT IS 18-20 WATTS, 120V.
- 6. CONTROL UNIT/SERVICE EQUIPMENT ENCLOSURE THE POWER CONTROL UNIT COMPONENTS SHALL RESIDE ON A 16" X 14" BACKPLANE AND SHALL BE INTEGRATED INTO THE ELCTRIC SERVICE PEDESTAL. PEDESTAL ENCLOSURE SHALL BE NEMA 3R CONSTRUCTION WITH PADLOCKABLE DOOR
- 7. DATA COLLECTION -.FLASHING CONTROL UNITS WITH A PCU COLLECT AND STORE A LIMITED AMOUNT OF OPERATIONAL, FUNCTIONAL, AND STATISTICAL INFORMATION.
- 8. DATA RETRIEVAL FLASHING CONTROL UNITS WITH A PCU MUST BE RS232 ACCESSIBLE VIA LOCAL AND REMOTE ACCESS WITH DATA INFORMATION RETRIEVAL CAPABILITY.
- 9. NOT USED
- IO. IN-ROADWAY LIGHTING FIXTURES

  - IN-ROADWAY LIGHTING FIXTURES SHALL BE LIGHT EMITTING DIODE (LED) TYPE. THE LIGHT SOURCE SHALL BE AMBER ALINGAP, NON-DIFFUSED LED LAMPS. THE LUMINANCE OF THE LIGHTS SHALL BE A MINIMUM OF 4,750 CD/SQ M LIGHTS SHALL BE VISIBLE AT A MINIMUM OF 400 FEET IN ADVANCE OF THE CROSSWALK. THE LIGHTING FIXTURES SHALL BE A UNI-DIRECTIONAL LIGHT SOURCE. THE LIGHTS SHALL FLASH AT AN ENHANCED ENLIGHTENED I FLASH RATE. THE LIGHTS SHALL FLASH AT AN ENHANCED ENLIGHTENED I FLASH RATE. THE FLASH RATE SHALL MEET OR EXCEED STANDARDS ESTABLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION TRAFFIC CONTROL DEVICES). THE LIGHTING FIXTURES SHALL HAVE A BLACK FINISH. THE LIGHT FIXTURE ASSEMBLY SHALL INCORPORATE A "DEBRIS-FREE, SELF-CLEARING TM DESIGN."
- II. IN-ROADWAY LIGHT FIXTURE BASE PLATE (ROADWAY SURFACE MOUNTING STRUCTURE)
  - A. THE LIGHT FIXTURE BASE PLATE SHALL BE EITHER CASE HARDENED STEEL WITH MARINE GRADE COATING OR HIGH STRENGTH COMPOSITE MATERIAL, WITH ANTI-SLIP FINISH.
  - THE LIGHT FIXTURE HOUSING MATERIALS SHALL WITHSTAND NORMAL VEHICLE TIRE IMPACT WITHOUT SUSTAINING PERMANENT DEFORMATION OR
  - CRACKING. THE LIGHT FIXTURE HOUSING SHALL NOT EXCEED 10 INCHES IN DIA. AND SHALL NOT BE LESS THAN 9 INCHES IN DIA. AND BE MADE FROM HIGH STRENGTH COMPOSITE MATERIAL.
- 12. IN-ROADWAY CONDUCTOR A. IN-ROADWAY CONDUCTORS FOR LIGHTING FIXTURES SHALL BE STRANDED #14 AWG, TYPE RHW (600 V POWER CABLES, 90°C DRY AND 75°C
  - WET). IN-ROADWAY CONDUCTORS SHALL BE YEL, RED, AND BLK IN COLOR. IN-ROADWAY CONDUCTORS SHALL BE INSTALLED ACCORDING TO NATIONAL ELECTRIC CODE (NEC) ARTICLE 300, CHAPTER 7, SECTION 725-3
  - STANDARDS.
  - IN-ROADWAY CONDUCTORS MAY BE DIRECT BURIED (NO MIN. DEPTH REQUIRED PER NEC). IN-ROADWAY CONDUCTORS FOR ACTIVATION DEVICES, PEDESTRIAN CROSSING OR TRAFFIC SYMBOL SIGNS, AND ADDITIONAL COMPONENTS SHALL BE STRANDED #18 AWG/ 8 CONDUCTOR (TYPE TC, UL 1277 600-VOLT CABLES, 90°C) WITH TFN INSULATION AND PVC JACKET. IN-ROADWAY CONDUCTORS MAY BE DIRECT BURIED (NO MINIMUM DEPTH REQUIRED PER NEC).
- I3. NON-IN ROADWAY CONDUCTORS A. NON IN-ROADWAY CONDUCTORS SHALL BE STRANDED \*18 AWG, B. TYPE RHH OR RHW-2 (TYPE EPR/HYPALON 600-VOLT POWER CABLES, 90°C DRY AND 75°C WET),UNLESS INSTALLED IN CONDUIT.
- 14. CONDUIT WHEN REQUIRED, CONDUIT SHALL BE TYPE IOR 3. 15. SIGNAGE

  - PEDESTRIAN CROSSING SYMBOL SIGN SHALL INCLUDE AMBER LED LIGHTS. PEDESTRIAN CROSSING SYMBOL SIGN LED LIGHTS SHALL FLASH AT AN ENHANCED RATE OF MULTIPLE FLASHES PER SECOND, SYNCHRONIZED WITH ALL OTHER CROSSWALK SYSTEM LIGHTS EXCEPT WHERE DEVIATION IS REQUIRED BY LOCAL REGULATION. PEDESTRIAN CROSSING SYMBOL SIGN SHALL INCLUDE MOUNTING BRACKET ASSEMBLY. TAMPER RESISTANT HARDWARE WILL BE SUPPLIED BY INSTALLER. PEDESTRIAN CROSSING SYMBOL SIGN SHALL BE FEDERAL DESIGNATION IN SIZE, COLOR AND DESCRIPTION.

SIZE:30 INCHES BY 30 INCHES

FEDERAL DESIGNATION COLOR : FLUORESCENT YELLOW GREEN (FYG)

(MANUAL ON UNIFORM

16. PUSHBUTTON ACTIVATION - PUSH BUTTON ACTIVATION ASSEMBLY SHALL INCLUDE AMBER LED LIGHTS.

ASSEMBLY SIZE: HEIGHT: 12 INCHES, WIDTH: 5.25 INCHES ASSEMBLY COLOR: GREEN

FACEPLATE SIZE:HEIGHT: 7.75 INCHES, WIDTH: 5 INCHES FACEPLATE COLOR:YELLOW BACKGROUND W/ BLACK LETTERING MATERIAL:CAST ALUMINUM FACEPLATE LIGHTS: AMBER, LIGHT EMITTING DIODES (LED)

PUSH BUTTON: ADA COMPLIANT, 2 INCH SS MUSHROOM W/SHIELD & MICROSWITCH MOUNTING: POLE MOUNTED PER LOCAL HEIGHT REQUIREMENTS

PEDESTRIAN STATION THE PEDESTRIAN STATION PROVIDES A PEDESTRIAN SIGN AND PUSH BUTTON THAT IS DESIGNED TO ACTIVATE AN IN-PAVEMENT CROSSWALK LIGHTING SYSTEM. FOUR LED'S (SHOWN IN FIGURE) ACTIVATE AT THE SAME TIME AS THE IN GROUND LIGHTING SYSTEM.

PEDESTRIAN POLE MOUNT SPECIFICATIONS

A. FRAME: CAST ALUMINUM. POWDER COATED YELLOW B. PUSH BUTTON: SOLID STATE SWITCH 2" ADA STYLE VANDAL RESISTANT BUTTON C. LEDS: SINGLE ROW OF FOUR LEDS - REQUIRES POLARA POWER SUPPLY (850-84), TYPICALLY WIRED IN PARALLEL WITH IN- PAVEMENT LIGHTS. POWER SUPPLY NOT REQUIRED FOR DC POWERED UNIT.

\*INTERIAL#CAST ALLINNY

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|                 | PROFESSION4                                                                                          | PLANS FO                                                                       | DR T | HE C      | CON          | STRI   | JCTION OF                             |
|-----------------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|------|-----------|--------------|--------|---------------------------------------|
|                 | Ket HOA GIAC /Par EK<br>Set HOA GIAC /Par EK<br>No. C32268<br>HAR MARCACE<br>EX0. I <u>2-31-I2</u> ★ | UNIVERSITY AVE AT ALABAMA MEDIAN<br>CROSSWALK WARNING SYSTEM NOTES             |      |           |              |        |                                       |
|                 | OF CALIFORNIE                                                                                        | CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING DEPARTMENT<br>SHEET 5 OF 8 SHEETS |      |           |              |        |                                       |
|                 | CONTRACTOR MUST NOTIFY THE<br>BELOW LISTED AGENCY AT                                                 | FOR CITY ENGINEE                                                               | 1    | 6-18      | - 20<br>DATE | 12     | JAMAL BATTA<br>SECTION HEAD           |
|                 | LEAST TWO (2) WORKING DAYS<br>PRIOR TO COMMENCEMENT OF                                               | DESCRIPTION<br>FILE NAME: DATE:                                                | BY   | APPROVED  | DATE         | FILMED | DANNY SCHROTBERGER<br>PROJECT MANAGER |
| 15<br>5<br>7821 | EXCAVATION :                                                                                         |                                                                                |      |           |              |        | ELIZABETH DUNN<br>DESIGN ENGINEER     |
| 1021            |                                                                                                      | AS-BUILT                                                                       |      |           |              |        | 212-1725<br>LAMBERT COORDINATES       |
|                 | UNDERGROUND SERVICE ALERT<br>(USA) 1-800-422-4133                                                    | CONTRACTOR                                                                     |      | E STARTED |              |        | 34898-5-D                             |





| 8. TYP                     |                                                                                                                                | RIPE FIG 3A-105 (CA) DETAIL 24<br>E OF AC PAVEMENT<br>TOP OF 6" CURB PER SDRSD G-1                                     |                                                                                                             |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|                            |                                                                                                                                | STAMPED CONCRETE<br>SDG-112 RAISED PAY<br>WITH 12X12 SLATE T<br>SEE NOTE 3                                             | PER SDRSD<br>VED MEDIAN<br>EXTURE,                                                                          |
|                            |                                                                                                                                |                                                                                                                        |                                                                                                             |
|                            | - EDG<br>- YELLOW ST                                                                                                           | TOP OF 6" CURB PER SDRSD G-1<br>E OF AC PAVEMENT<br>RIPE FIG 3A-105 (CA) DETAIL 24                                     |                                                                                                             |
|                            | TYPICAL MEDIAN<br>DETAIL<br>I' = 5'                                                                                            | CONFIGURATION<br>                                                                                                      |                                                                                                             |
|                            |                                                                                                                                |                                                                                                                        |                                                                                                             |
|                            |                                                                                                                                |                                                                                                                        |                                                                                                             |
| LE                         |                                                                                                                                |                                                                                                                        |                                                                                                             |
|                            |                                                                                                                                |                                                                                                                        |                                                                                                             |
|                            | ROFESSIONAL<br>ROFESSIONAL<br>ROA GIAC TRAFT CIT<br>No. C32268<br>EXO. 12-31-12<br>CT CIVIL<br>OF CALIFORNIT                   | PLANS FOR THE CONSTR<br>UNIVERSITY AVE AT ALABAM<br>PLANS AND DETAIL<br>STA 10+00 TO STA 13+2<br>STA 15+56 TO STA 18+0 | A MEDIAN<br>S<br>5                                                                                          |
| rd, Suite 15<br>rnia 92115 | CONTRACTOR MUST NOTIFY THE<br>BELOW LISTED AGENCY AT<br>LEAST TWO (2) WORKING DAYS<br>PRIOR TO COMMENCEMENT OF<br>EXCAVATION : | CITY OF SAN DIEGO, CALIFORNIA<br>ENGINEERING DEPARTMENT<br>SHEET 6 OF 8 SHEETS                                         | W.O. S-00960<br>NO. JAMAL BATTA<br>SECTION HEAD<br>DANNY SCHROTBERGER<br>PROJECT MANAGER<br>EL 1ZABETH DUNN |
| 519-563-7821               | UNDERGROUND SERVICE ALERT<br>(USA) 1-800-422-4133                                                                              | AS-BUILT CONTRACTOR DATE STARTED INSPECTOR DATE COMPLETED                                                              | DESIGN ENGINEER<br>212-1725<br>LAMBERT COORDINATES<br>34898-6-D                                             |



|                  | No. C32268                                             | UNIVERSITY AVE AT ALABAMA MEDIAN<br>DETAILS - 1     |           |                                   |      |            |                                       |
|------------------|--------------------------------------------------------|-----------------------------------------------------|-----------|-----------------------------------|------|------------|---------------------------------------|
|                  | OF CIVIL<br>FIE OF CALIFORNIE                          |                                                     | NEERING D | GO, CALI<br>EPARTMENT<br>8 SHEETS | FORN | A          | w.o. <b>8-00960</b><br>No.            |
|                  | CONTRACTOR MUST NOTIFY THE<br>BELOW LISTED AGENCY AT   | POR CITY ENGINEER                                   |           | 6-18                              | -2.  | <u>  L</u> | JAMAL BATTA<br>SECTION HEAD           |
|                  | LEAST TWO (2) WORKING DAYS<br>PRIOR TO COMMENCEMENT OF | DESCRIPTION<br>FILE NAME: DATE:                     | BY        | APPROVED                          | DATE | FILMED     | DANNY SCHROTBERGER<br>PROJECT MANAGER |
| uite 15<br>92115 | EXCAVATION :                                           |                                                     |           |                                   |      |            | EL IZABETH DUNN<br>DESIGN ENGINEER    |
| 63-7821<br>2     |                                                        | AS-BUILT                                            |           |                                   |      |            | 212-1725<br>LAMBERT COORDINATES       |
|                  | UNDERGROUND SERVICE ALERT<br>(USA) 1-800-422-4133      | CONTRACTOR DATE STARTED<br>INSPECTOR DATE COMPLETED |           |                                   |      | 34898-7-D  |                                       |

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|      |  | CONTROL P<br>TERMINAL E    | ANEL<br>BLOCK  |
|------|--|----------------------------|----------------|
|      |  |                            | 1A<br>1B       |
|      |  | B · B 18AWG<br>R · B 18AWG | 2A<br>2B<br>PA |
|      |  | YEL 14AWG                  |                |
|      |  |                            | B+<br>B+       |
|      |  | BLK ISAWG<br>BLK ISAWG     |                |
| <br> |  |                            |                |

NOTES

| 5 | 14 AWC | FOP [PWL                                    |
|---|--------|---------------------------------------------|
| 3 |        | UCTOR CABLE FOR PB (SPARES)<br>CABLE 27016A |
| 4 | 3rd IP | WL CONDUCTOP FOP FUTURE USE                 |
| 5 | NDTE " | LOOP BACK" FOR IPWL CONNECTIO               |
|   |        |                                             |
|   |        | LED PLACAPD                                 |
|   |        | IPWL IN PDADWAY                             |

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1 IBAWE FOR SIENS & PUSH BUTTONS



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