# City of San Diego

CONTRACTOR'S	NAME:
ADDRESS:	
TELEPHONE NO.:	FAX NO.:
CITY CONTACT:	CLEMENTINA GIORDANO, CONTRACT SPECIALIST, Email: cgiordano@sandiego.gov
	Phone: (619) 533-3481; Fax: (619) 533-3633
	D.Li/AR/egz

CONTRACT DOCUMENTS



# **FOR**

## POP-OUTS (2)/LIGHTED CROSSWALK ON GIRARD

VOLUME 1 OF 2

BID NO.:	L-13-5673-DBB-1
SAP NO. (WBS/IO/CC):	B-10216
CLIENT DEPARTMENT:	2113
COUNCIL DISTRICT:	1
PROJECT TYPE:	IK

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- ➤ THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: ELBE FIRMS ONLY.

#### **BID DUE DATE:**

1:30 PM
FEBRUARY 28, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE SUITE 1400, MS 614C
SAN DIEGO, CA 92101

# **ENGINEER OF WORK**

	engineering Specifications and Specifications and Specification of the following Reg		ed herein	have been prepared by or
				RED JOHNSON
				Mo. C-45836 Exp. 12/31/14/55
6	nuc John	1/22/13	Seal:	CIVIL
1) Fo	or City Engineer	Date	Scal.	CALIFORN'S

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#### CITY OF SAN DIEGO, CALIFORNIA

#### NOTICE INVITING BIDS

- **1. LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <a href="http://www.sandiego.gov">http://www.sandiego.gov</a>.
- 2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **POP-OUTS (2)/LIGHTED CROSSWALK ON GIRARD** (Project).
- **3. DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

This project provides traffic calming improvements such as pop-outs, curb and gutter, lighted crosswalk and curb ramps at the school crossing on Girard Avenue between Pearl Street and Genter Street.

- **3.1.** The Work shall be performed in accordance with:
  - **3.1.1.** This Notice Inviting Bids and Plans numbered **36371-1-D** through **36371-4-D**, inclusive.

#### 4. EQUAL OPPORTUNITY

To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entireties and SUBSTITUTE with the following:

- D. CITY'S EQUAL OPPORTUNITY COMMITMENT.
  - 1. Nondiscrimination in Contracting Ordinance.
    - 1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

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

Disclosure of Discrimination Complaints. As part of its Bid or Proposal, the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors,

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

#### E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

- 2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
- 3. If a Work Force Report is submitted, and the City determines there are underrepresentations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
- 4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  - 1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  - 2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.

- 3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
- 4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
- 5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
- 6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
- 7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
- 8. The Contractor disseminates its EEO Policy to union and community organizations.
- 9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
- 10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- 11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- 12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
- 13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
- 14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
- 15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.

16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes

#### 5. SUBCONTRACTING PARTICIPATION PERCENTAGES:

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

Total voluntary subcontractor participation percentage for this project is 27.8%.

#### 6. PRE-BID MEETING:

- **6.1.** There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre- qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, 1010 Second Avenue Suite 1400 MS 614C, San Diego, CA 92101 **at 10:00 AM, on FEBRUARY 14, 2013.**
- **6.2.** All potential bidders are encouraged to attend.
- 6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

#### 7. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

- **7.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
- 8. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$210,000.00.
- **9. LOCATION OF WORK:** The location of the Work is as follows:

Girard Avenue between Pearl Street and Genter Street in front of Gillespie School and La Jolla Elementary School at the existing crosswalk.

**10. CONTRACT TIME:** The Contract Time for completion of the Work shall be **45 Working Days**.

- 11. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
  - **11.1.** The City has determined the following licensing classification(s) for this contract:
    - CLASS A
- **12. JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
- 13. WAGE RATES: Prevailing wages are not applicable to this contract.
- 14. INSURANCE REQUIREMENTS:
  - **14.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
  - **14.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

#### 15. PREQUALIFICATION OF CONTRACTORS:

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

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

- **15.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or <a href="mailto:dstucky@sandiego.gov">dstucky@sandiego.gov</a>.
- **16. REFERENCE STANDARDS** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2012	PITS070112-01

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

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

#### 21. AWARD PROCESS:

- **21.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **21.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents
- **21.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.

- **22. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- **23. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <a href="http://www.sandiego.gov/cip/">http://www.sandiego.gov/cip/</a>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.

#### 24. QUESTIONS:

- **24.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
- **24.2.** Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- **24.3.** Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- **24.4.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
- **25. ELIGIBLE BIDDERS:** No person, firm, or corporation shall be allowed to make, file, or be interested in **more** than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **26. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms with the Notice Inviting Bids and Contract forms.
- **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
  - **27.1.** Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents

Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.

- **27.2.** The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- **27.3.** Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- **27.4.** Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

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

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

#### 29. AWARD OF CONTRACT OR REJECTION OF BIDS:

- **29.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- **29.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- **29.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- **29.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of

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

#### **30. BID RESULTS:**

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

#### 31. THE CONTRACT:

- **31.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **31.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

- **31.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 31.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 31.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- **33. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
  - **33.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  - **33.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  - **33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
  - **33.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
  - **33.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  - **33.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

**33.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

#### 34. PRE-AWARD ACTIVITIES:

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

#### 35. REQUIRED DOCUMENT SCHEDULE:

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List
8.	WITHIN 5 WORKING DAYS OF DETERMINATION OF APPARENT LOW BIDDER	APPARENT LOW BIDDER	Proposed Substitution per section 4-1.6
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Names of the principal individual owners of the Apparent Low Bidder
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture:  • Joint Venture Agreement  • Joint Venture License

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
16.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
17.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

# CONTRACT FORMS AGREEMENT

#### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and A.B. Hashmi, Inc.

, herein called "Contractor" for construction of Pop-Outs (2)/Lighted Crosswalk On Girard; Bid No. L-13-5673-DBB-1; in the amount of One Hundred Seventy-Four Thousand Seven Hundred Ninety-Nine Dollars and 00/100 (\$174,799.00), which is comprised of the Base Bid only.

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

- 1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) That certain documents entitled <u>Pop-Outs (2)/Lighted Crosswalk On Girard</u>, on file in the Public Works Department as Document No. <u>B-10216</u>, as well as all matters referenced therein.
- 2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Pop-Outs (2)/Lighted Crosswalk On Girard**, Bid Number **L-13-5673-DBB-1**, San Diego, California.
- 3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- 4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 5. This contract is effective as of the date that the Mayor or designee signs the agreement.

# **CONTRACT FORMS (continued)**

#### **AGREEMENT**

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor.

THE CITY OF SAN DIEGO	APPROVED AS TO FORM AND LEGALITY
	Jan I. Goldsmith, City Attorney
By Toccef &kenrich	By Py
Print Name: Tony Heinrichs Standar Samera Saniar Contract Specialist	Print Name: Pyan P. GERRITY  Deputy City Attorney
Stephen Samara, Senior Contract Specialist- Tony Hernrichs Director Public works Department Date: 5/13/13	Date: 5/21/2013
CONTRACTOR	
By	
Print Name: Alman Hashmi	

Date: 3 15 13

CED

Title:\_\_\_

City of San Diego License No.: B2003003479

State Contractor's License No.: 793383

Bond No.: 729675P

Premium: \$3,496.00 is for contract term and subject to

adjustment based on final contract price

# CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

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

A.B. Hashmi, In	ic.	A his completed on Y	- I The state of t	a c	corporation	, as p	rincipal,	and
Indemnity Compan	y of California	on and the second s		, a, c	corporation	autho	orized t	o do
business in the	State of Calif	ornia, as Sure	y, hereby obl	igate the	mselves, t	heir su	ccessor	s and
assigns, jointly	and severally,	to The City o	f San Diego	munici	pal corpora	ition ii	the su	m of
One Hundred	Seventy-Four	Thousand S	even Hundre	d Ninet	y Nine D	ollars	and 0	0/100
(\$174,799.00) fo	r the faithful pe	rformance of tl	ne annexed con	itract, and	l in the sun	of	One	
Hundred Seven	ty-Four Thous	and Seven Hu	ndred Ninety	Nine Dol	lars and 0	<u> 9/100 (</u>	<u>\$174,79</u>	9.00)
for the benefit of	laborers and m	aterialmen desi	gnated below.				.,	

#### Conditions:

If the Principal shall faithfully perform the annexed contract <u>Pop-Outs (2)/Lighted Crosswalk On Girard</u>, Bid Number <u>L-13-5673-DBB-1</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 ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond. March 12, 2013 Dated Approved as to Form and Legality A.B. Hashmi, Inc. Principal AHMAD HASHMI - CED Printed Name of Person Signing for Principal Jan I. Goldsmith, City Attorney Indemnity Company of California Surety 17771 Cowan, #100 Approved: Local Address of Surety Irvine, CA 92614 Local Address (City, State) of Surety Director, Department of Public Works 619-521-9686 Local Telephone No. of Surety Premium \$ 3,496.00 Bond No. 729675P

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	
County of San Diego )	
On 12 March 2013 before me, Audrey Rodriguez, (here insert name personally appeared Brooke Lafrenz	Notary Public to and title of the officer)
who proved to me on the basis of satisfactory evidence to be the person whose name acknowledged to me that she executed the same in her authorized capacity, and that person, or the entity upon behalf of which the person acted, executed the instrument.	by her signature on the instrument the
WITNESS my hand and official seal.  Authorized to the seal of the	AUDREY RODRIGUEZ Commission # 1902485 Notary Public - California San Diego County My Comm. Expires Sep 2, 2014
Signature of Notary Public	(Scal)
ADDITIONAL OPTIONAL INFO	RMATION
DESCRIPTION OF THE ATTACHED DOCUMENT	
(Title or description of attached document)	
(Title or description of attached document continued)	
Number of Pages Document Date	
(Additional information)	
CAPACITY CLAIMED BY THE SIGNER  Individual (s) Corporate Officer (Title)	
☐ Partner(s) ☑ Attorney-in-Fact ☐ Trustee(s)	
Other Signer is Representing: Surety Company	

#### POWER OF ATTORNEY FOR DEVELOPERS SURETY AND INDEMNITY COMPANY INDEMNITY COMPANY OF CALIFORNIA PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

\*\*\*Larry D. Cogdill, Michael W. Thomas, Brooke Lafrenz, Gladys Rogers, Audrey Rodriguez, jointly or severally\*\*\*

as their true and lawful Attorney(s) in Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents. are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to allest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these green to be standed by

their respective officers and attested by their respective Secretary or	Assistant Secretary this January 1st, 2008,
By:  Daniel Young, Vice President  By:  Stephen T. Pate, Senjor Vice-President  State of California County of Orange	AND
and the second of the second o	
On August 13th, 2008 before me,	Jenny TT Nguyen, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Daniel Young and Stephen T. Pate
	Name(s) of Signer(s)
	No. of the second secon
JENNY TT NGUYEN COMM. # 1791840 NOTARY PUBLIC CALIFORNIA	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their 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

Place Notary Seal Above

My comm. expires Feb. 19, 20

true and correct.

Public

WITNESS my hand and official seal

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY OF INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 12TH day of MARCH, 2013

sistant Secretary

ID-1380(Rev.11/09)

# CONTRACTOR CERTIFICATION

DRUG-FREE-WORKPLACE			
PROJECT TITLE:	Pop-Outs (2)/	Lighted Cross	walk On Girard
•			
	ace as outlined	in the WHITI	Diego City Council Policy No. 100-17 EBOOK, Section 7-13.3, "Drug-Free
A. F	3. HASHMI,	140	
	Name under which	h business is co	onducted)
	nis project conta	ins language	said policy. I further certify that each which indicates the subcontractor's c) of the policy as outlined.
	Signed	Ry	
	Printed Name	AHMAD	HASHMI
	Title	LED	

## **CONTRACTOR CERTIFICATION**

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

PROJECT TITLE:	Pop-Outs (2)/L	ighted Crossy	yalk On Girard
•	Disabilities Act (A	DA) outlined i	Diego City Council Policy No. 100-4 in the WHITEBOOK, Section 7-13.2 and that;
A - 1	3. HASHMI	, INC.	
(1)	lame under which	business is con	nducted)
	is project contai	ns language	policy. I further certify that each which indicates the subcontractor's
	Signed	Ryc	<u></u>
	Printed Name	AHMAO	HAZHMO
	Title	co	

## **CONTRACTOR CERTIFICATION**

#### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE:	<u>Pop-Outs (2)/I</u>	Lighted Cross	swalk On Girard
I declare under penalty of perju			this certification on behalf of ctor, that I am familiar with the
<b>1</b>	OK, Section 7-1 tor has complied v	3.4, ("Contr	
	d a Pledge of Con	npliance attest	s whose subcontracts are greater than ting under penalty of perjury of having
Dated this Day or	f MARCH	2013	one of the state o
	Signed	Ry	<u>_</u>
	Printed Name	AHMAD	HASHMI
	Title	LED	

# CONTRACT/AGREEMENT ATTACHMENTS

# **AFFIDAVIT OF DISPOSAL**

WHEREAS, on the DAY OF, the undersigned
entered into and executed a contract with the City of San Diego, a municipal corporation, for:
Pop-Outs (2)/Lighted Crosswalk On Girard
(Name of Project)
as particularly described in said contract and identified as Bid No. <u>L-13-5673-DBB-1</u> ; SAP No. (WBS/IO/CC) <u>B-10216</u> ; and WHEREAS, the specification 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:
<b>NOW, THEREFORE</b> , 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,
Contractor
by Contractor
ATTEST:
State of County of
On this DAY OF,, 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
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

## **COMPANY LETTERHEAD**

## **CERTIFICATE OF COMPLIANCE**

# **Materials and Workmanship Compliance**

#### For Contract Pop-Outs (2)/Lighted Crosswalk On Girard

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

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

# NOTICE OF MATERIALS TO BE USED

Го:	·	Date:
Resident En	gineer	
	uts (2)/Lighted Crosswalk (	r use under Contract No. <u>L-13-5673-DBB-1</u> <u>On Girard</u> , in the City of San Diego, will be
CONTRACT ITEM NO (Bid Item)	O. KIND OF MATERIA (Category)	L NAME AND ADDRESS WHERE MATERIAL CAN BE INSPECTED (At Source)
delivery, in accordance was accordance with your policiful responsibility for i	ith Section 4-1.11 of the W cy. It is understood that sour neorporating in the work, m	ng, and inspection of the materials prior to HITEBOOK, where it is practicable, and in rece inspection does not relieve the Contractor laterials that comply in all respects with the subsequent rejection of materials found to be
Distribution:		
Supplier	Yours	ruly,
Signature of Sup	plier	Address

## SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SSP (Rev. July 2012) Pop-Outs (2)/Lighted Crosswalk On Girard **28** | Page

#### SUPPLEMENTARY SPECIAL PROVISIONS

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

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

\_\_\_\_\_

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

#### 1-2 TERMS AND DEFINITIONS.

**Normal Working Hours.** To the City Supplements, ADD the following:

The Normal Working Hours are 8:30 AM to 3:30 PM. For this project, refer to Section 2-14.7 for working hours restrictions.

#### SECTION 2 – SCOPE AND CONTROL OF WORK

- **2-3.2 Self Performance.** DELETE in its entirety and SUBSTITUTE with the following:
  - 1. You must perform, with your own organization, Contract work amounting to at least **50%** of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
  - 2. The self performance percentage requirement will be waived for contracts when a "B" License is required or allowed.
- **2-14.2 Integration of the Work with Separate Contractors.** To the City Supplements, ADD the following:

The list of Separate Contractors includes:

1. City Forces (for fire hydrant relocation wet tap)

#### ADD:

#### 2-14.7 Working Hours Restrictions.

This project is subject to time restrictions for work performed due to the close proximity of La Jolla Elementary School and Gillispie School. The specific dates and times for these restrictions are subject to change. The Contractor shall verify the most current date and time restrictions with the Engineer prior to start of construction. The Contractor shall assume that work may not be performed within the vicinity of a school when the work hour restrictions are in effect. Work hour restrictions apply on any day that school is in session. The following time restrictions apply to this project.

1. Between 8:00 am and 9:00 am Monday through Friday

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- 2. Between 2:45 pm and 3:45 pm Monday through Friday
- 3. Between 12:30 pm and 1:00 pm Wednesday

#### **SECTION 4 – CONTROL OF MATERIALS**

#### **4-1.6 Trade Names or Equals.** DD the following:

You must submit your 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.

#### SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

#### 7-3.1 Policies and Procedures.

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

#### 7-3.2 Types of Insurance.

#### 7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

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- 2. The policy must cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
- 3. There must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
- 4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

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

#### 7-3.2.2 Commercial Automobile Liability Insurance.

- 1. You must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").
- 2. All costs of defense must be outside the limits of the policy.

#### 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 Approved Surplus Lines Insurers (LASLI list).

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

#### 7-3.4 Evidence of Insurance.

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

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#### 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.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

#### 7-3.5.1.2 Primary and Non-Contributory Coverage.

The policy must be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

#### 7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

#### 7-3.5.2 Commercial Automobile Liability Insurance.

#### 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.

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#### 7-3.6 Deductibles and Self-Insured Retentions.

You must pay for all deductibles and self-insured retentions. You must disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

#### 7-3.7 Reservation of Rights.

The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this contract.

#### 7-3.8 Notice of Changes to Insurance.

You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

#### 7-3.9 Excess Insurance.

Policies providing excess coverage must follow the form of the primary policy or policies e.g., all endorsements.

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

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

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

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

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#### 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.

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

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

#### SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

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

#### **SECTION 9 – MEASUREMENT AND PAYMENT**

ADD:

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

**212-1.4.2 Trees.** To the City Supplement, ADD the following:

The 36" Box Fraxinus Oxycarpa (Raywood Ash) tree specified in the Plans shall have a minimum 4 to 5 inch caliper size (trunk diameter). Tree shall be fully rooted.

#### **SECTION 300 - EARTHWORK**

#### **300-1.1 General.** ADD the following:

Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all clearing and grubbing required to accomplish the Work.

Clearing and grubbing shall also include saw cutting, demolition, removal, and disposal of all existing improvements (up to 18") including, but not limited to, soil, pavement (Asphalt Concrete, Base, Unclassified Materials), curb and gutter, abandoned utilities and utility structures (pull boxes, etc.), signs and sign posts, and all other existing improvements that are shown on the plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the work.

During clearing and grubbing operations, the Contractor is cautioned that buried utilities and pipes are shallow and extreme caution must be exercised to protect existing and new installations during the construction process.

#### 300-1.3 Removal and Disposal of Materials.

#### **300-1.3.1 General.** DELETE this subsection in its entirety and SUBSTITUTE the following:

All materials removed shall be disposed of at a legal disposal site and the Contractor shall obtain and pay for all necessary permits or approvals required in connection with disposal of removed materials. Items and materials indicated to be salvaged shall be removed and delivered to the City division specified by the Resident Engineer.

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#### **300-1.4 Payment.** ADD the following:

The lump sum price paid for Clearing and Grubbing shall include full compensation for the sawcutting, removal, protection, and disposal of any and all PCC Pavement, AC Pavement, Base Material, sidewalk, curb & gutter, AC berm, signs, sign posts, median, landscaping, irrigation, and any other materials and objects that are in conflict with the installation of the Work as shown on the Plans.

- **Payment.** To the City Supplement, DELETE the second paragraph in its entirety and SUBSTITUTE with the following:
  - 2. Payment for existing pavement removal and disposal of up to 18" 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.
- **Measurement and Payment.** To the City Supplement, DELETE the first paragraph and SUBSTITUTE with the following:

Payment for relocating Contractor date stamps and impressions shall be included in the Contract unit price bid for the item where the Contractor date stamps and impressions are being relocated to (curb ramps, sidewalk, and/or curb and gutter) and no additional payment shall be made.

#### **303-5.10.2 Payment.** To the City Supplement, ADD the following:

3. The contract unit price paid per square foot for Island Passageway with Stainless Steel Detectable Warning Tiles shall include full compensation for furnishing all labor, materials, equipment, tools and incidentals, and for performing all the work required to construct the island passageway. This work includes, but is not limited to, fine grading, preparation of subgrade, forming, placing concrete, installing the detectable warning tiles, restoration of pavement, and all other work necessary to construct the island passageway, complete in place, in accordance with the plans, these special provisions, and as directed by the Engineer.

# **OPEN TRENCH OPERATIONS.** To the City Supplements, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	location	306-1.9.2-1
306-1.7.2.2	Permits	306-1.9.2-2
306-1.7.2.3	Submittals	306-1.9.2-3
306-1.7.2.4	<b>Trenchless Construction</b>	306-1.9.2-4
306-1.7.2.5	Payment	306-1.9.2-5
306-1.7.3.6	Private Pump Installation	306-1.9.2-6
306-1.7.3.7	Payment	306-1.9.2-7

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#### **Basis of Payment for Open Trench Installations.** ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

#### **PAYMENT.** To the City Supplement, ADD the following:

The contract unit price paid for Furnish & Install a Tree (36-Inch Box) and Furnish & Install Grass shall include full compensation for providing maintenance during the standard plant establishment period as specified in Section 308-6.

Work related to tree maintenance shall be included in the Bid items as follows:

Tree Trimming (EA)

Root Pruning (EA)

Root Barrier (EA)

#### **308-8 PAYMENT.** To the City Supplement, DELETE in its entirety.

#### SECTION 700 - REVEGETATION, MAINTENANCE AND MONITORING

#### ADD:

#### 707-1.1 Environmental Document.

The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared a Notice of Exemption for **Girard Avenue Pop Outs**, as referenced in the Contract Appendix. You must comply with all requirements of the **Girard Avenue Pop Outs** as set forth in the Contract Appendix.

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

#### END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

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## SUPPLEMENTARY SPECIAL PROVISIONS **APPENDICES**

SSP Appendices Pop-Outs (2)/Lighted Crosswalk On Girard **37** | Page

#### APPENDIX A

#### **Notice of Exemption**

#### NOTICE OF EXEMPTION

(Check one or both)	NOTICE	L OF EXEMPTI	ION
TO: X RECORDI P.O. BOX 1600 PAG SAN DIEG OFFICE O 1400 TEN	ER/COUNTY CLERK K 1750, MS A-33 CIFIC HWY, ROOM 260 GO, CA 92101-2422 DF PLANNING AND RESEARCH NTH STREET, ROOM 121 ENTO, CA 95814	FROM:	CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT 1222 FIRST AVENUE, MS 501 SAN DIEGO, CA 92101
	,		
PROJECT NO.: WBS#B-10	)216		
PROJECT TITLE: Girard Ave	enue Pop Outs		
PROJECT LOCATION-SPECIF Elementary School on the e	FIC: Along the 7300 block of Gira east), between Pearl Street and Ge	ard Avenue (between enter Street, in the La	Gillespie School on the west and La Jolla Jolla community planning area.
PROJECT LOCATION-CITY/C	COUNTY: San Diego/San Diego		
ramps; construct new sidew	valks, pop outs, curbs and gutters,	, lighted crosswalk, c	ould consist of the following: demolish existing curb urb ramps, raised stamped concrete median; install to new grade. All proposed work would occur within
NAME OF PUBLIC AGENCY A	APPROVING PROJECT: City of Sar	n Diego	
NAME OF PERSON OR AGEN	Nes 600 San	y of San Diego, Engi stle Panganiban, Proj DB Street, MS 908A Diego, CA 92101 9) 533-5236	neering & Capital Projects Department ect Engineer
EXEMPT STATUS: CATEGOR	RICAL EXEMPTION: 15303(D) (NE	W CONSTRUCTION OR	CONVERSION OF SMALL STRUCTURES)
improvements are located within areas that have been any affects on archaeologica which allows for the constru	vithin the public right of way and previously disturbed. The action al or biological resources. Furthe	all improvements oc of the improvements rmore the project me or structures including	mental review which determined that the cur in non-sensitive areas. The entire project is a related to this project and the scope, would not have sets the criteria set forth in CEQA Section 15303(d) g public right of way infrastructure improvements
	ERSON: M. Blake  D DOCUMENT OF EXEMPTION FIND  EXEMPTION BEEN FILED BY THE PI	DING.	ELEPHONE: (619) 446-5375  DVING THE PROJECT? ( ) YES ( ) NO
IT IS HEREBY CERTIFIED THA	T THE CITY OF SAN DIEGO HAS DI	ETERMINED THE ABOV	VE ACTIVITY TO BE EXEMPT FROM CEQA
Mad SUA SIGNATURE/SENIOR PLANNE	C	_	July 16, 2012 Date
CHECK ONE:			
(X) SIGNED BY LEAD AGENG ( ) SIGNED BY APPLICANT	CY	DATE RECEIVED FO	OR FILING WITH COUNTY CLERK OR OPR:

Revised 010410mjh

#### APPENDIX B

#### **Fire Hydrant Meter Program**

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 1OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED 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. <u>DEFINITIONS</u>

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

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

#### 4. **POLICY**

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

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

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

#### 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

#### Process for Issuance

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

#### 5. EXCEPTIONS

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

#### 6. **MOBILE METER**

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

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

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

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

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

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#### 7. FEE AND DEPOSIT SCHEDULES

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

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

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

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

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

#### 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

Nater Hydrant Meter DEPARTMENT METER SHOP
2797 Caminito Challas • San Diego, California 92105-5097 FAX 619 527 7449 Application Date: Requested Install Date: 619 527 3125 Meter Information Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.) Specific Use of Water. Any return to Sewer or Storm Drain, if so, explain: Estimated Duration of Meter Use: Check Box if Reclaimed Water Company Information Company Name: Mailing Address Phone: ( City: State: Zip Code: Contractor License #: \*Business License #: 'A copy of the Contractor's License and/or Business License is required at the time of meter issuance. Name and Title of Agent: Phone: ( Site Contact Name and Title: Pager#: Title: Responsible Party Name: Social Security or Cal ID #: Phone: ( Date: Signature: Guarantees payment of all charges resulting from the use of this meter. Insures that employees of this organization understand the proper use of Fire Hydrant Meter. Fire Hydrant Meter Removal Request Requested Removal Date: Check Box to Request Removal of Above Meter Provide current Meter location if different from above: Date: Title: Signature: Pager: ( Phone: ( Fees Amount: \$ Deposit Amount: \$ 一步经济的国 Meter Size: Meter Make & Style: Backflow Size: \_\_\_ Meter Make & Style: Name: Signature: .:

(EXHIBIT A)

\$1,108.45 - FOR 24 HR INSTALLATION \$1,052.26 - FOR 48 HR INSTALLATION FHM App Created: 11/2/00-htp

City of San Diego

**Application For Fire** 

#### "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 #, local ends in 60 days and will be removed on or after (Date authorization expanditional 90 days must be submitted in writing for consideration 30 day you require an extension, please refer to the Water Departments', Department information and procedure.	<u>pires)</u> . Extension requests for an ys prior to the discontinuation date. I
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 Firexxx.	e Hydrant "Hot Line" at: (xxx) xxx-
Sincerely,	
City of San Diego Water Department	

VV&TEI Departmen	Relo	-	
Date:			1

#### (EXHIBIT D) **Fire Hydrant Meter**

For Office Use Only
NS Req: FHM Fac #:

Department Relocate/	/Removal Re	equest:	Date By	1-14
Date:	to (xxx) xxx-	-xxxx, mail, or ha	nent information then FAX both t and-deliver to the City of San Di 2707 Caminito Chollas	form and map iego, Water
Meter Information			San Diego, CA 92105	
Billing Account #:		Requested Mo	ove Date:	
Current Fire Hydrant Meter Location:		Anna Anna Anna Anna Anna Anna Anna Anna		
New Meter Location: (Attach a detaile	d map, Thomas Bros n	nap location or c	onstruction drawing.)	· · · · · · · · · · · · · · · · · · ·
Company Information				
Company Name:				
Mailing Address				-
City:	State:	Zip Code:	Phone: ( )	
Name and Title of Requestor:		L	Phone: ( )	
Site Contact Name and Title	n harrier	1 (2.2 kH) 2 (2.2 kH) 3 (2.2 kH)	Phone: ( )	
Pager #:		1.36.70.00	Cell : ( )	100 mm
Responsible Party Name authorizing re	elocation fee:			The second second
Signature:	Title:	-	Date:	
Fire Hydrant Meter I Check Box to Request Remova Provide current Meter location if differen	al of Above Meter		ed Removal Date:	
Signature:		Title:	Date:	·
Phone: ( )		Pager: ( )		
CIS Account #:		e Use Only es Amount: \$		
Meter Serial #:		Size:	Make/Style	M:15 (1)
Backflow #:		Size:	Make/Style	

Signature:

FHM Relocate\_Removal Form

Name:

FHM App Created: 11/2/00-htp

Date:

#### 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	nn Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 Contractor's Name:									
Project	Name:			Contractor's Address:							
	o. (WBS/IO/CC)										
	rchase Order No.					Contractor's Phone #: Invoice No.					
Resident Engineer (RE):							or's Fax #:			Invoice Date:	
	, ,								L		
RE Pho	one#:	RE Fax#:	<b>G</b> .			Contact N		TEL . T	Billing P		
Item #	Item Description	TI24		ct Authorizat			Estimate Amount		stimate	Totals t	
1	2 Parallel 4" PVC C900	Unit LF	<b>Qty</b> 1,380	<b>Price</b> \$34.00	<b>Extension</b> \$46,920.00		Amount	% / Q1 Y	Amount	% / Q1 Y	Amount
	48" Primary Steel Casing	LF	500								
	2 Parallel 12" Secondary Steel	LF	1,120	·							
	2 Taraner 12 Becondary Steel		1,120	Ψ33.00	ψ37,300.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
	Demo	LS	1	\$14,000.00	\$14,000.00						
-	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00							
8	10" Gravity Sewer	LF	10								
9	4" Blow Off Valves	EA	2		\$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		\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500								
	Certified Payroll	LS	1		\$1,400.00						
12	CHANGE ORDERS	Lis	1	\$1,400.00	\$1,400.00						
Change		4 900									
Items 1	e Order 1	4,890			\$11,250.00						
	Deduct Bid Item 3	LF	120	-\$53.00	(\$6,360.00)						
	e Order 2	160,480	120	-\$33.00	(\$0,500.00)						
Items 1		100,400			\$95,000.00						
	Deduct Bid Item 1	LF	380	-\$340.00							
	Encrease bid Item 9	LF	8		\$78,400.00						
	e Order 3 (Close Out)	-121,500		42,00000	4.0,10000						
	Deduct Bid Item 3	,	53	-500.00	(\$26,500.00)						
Item 2	Deduct Bid Item 4	LS	-1	45,000.00							
Items 3	-9		1	-50,500.00	(\$50,500.00)						
								Total			
	SUMMARY							This	\$ -	Total Billed	\$0.00
A. Original Contract Amount							Ret	tention an	d/or Escro	ow Payment Sche	dule
B. Approved Change Order 1 Thru 3							Total Rete	ntion Requ	uired as of	this billing	
C. Total Authorized Amount (A+B)							Previous F	Retention V	Withheld in	PO or in Escrow	$\Box$
D. Total Billed to Date							Add'l Amt	to Withho	old in PO/I	Transfer in Escrow	:
E. Less Total Retention (5% of D)							Amt to Re	lease to Co	ontractor fi	rom PO/Escrow:	
	Total Previous Payments										
	ment Due Less Retention					Contracto	or Signatu	re and Da	te:		
	naining Authorized Amount						3				
		1		1					1		

#### APPENDIX E

**Location Map** 



## Pop-outs (2)/ Lighted Crosswalk on Girard

SENIOR ENGINEER Brad Johnson PROJECT MANAGER David Li

PROJECT ENGINEER

Marc Pirazzini

CONSTRUCTION PROJECT INFORMATION LINE 619-533-4207



Right of Way Design Division



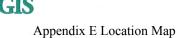
Legend

**COMMUNITY NAME:** 

COUNCIL DISTRICT: 1

La Jolla

Date: October 27, 2011 Pop-Outs (2)/Lighted Crosswalk On Girard



SAP ID: B10216

No Scale

## City of San Diego

CONTRACTOR'S NAME: A. Q.	HASHMI, INC.			
ADDRESS:		13066 DEER	CANYON CT.	
TELEPHONE NO .: 760 - 672 - 805	) FAX NO.:	SAN DIEGO.	CA 92131	858-433-7215
CITY CONTACT: CLEMENTINA GIORD	ANO, CONTRACT SPEC	<u>IALIST, Email:</u>	cgiordano@san	diego.gov
Phone: (619) 533-3481;	Fax: (619) 533-3633			
D.Li/AR/egz				

## CONTRACT DOCUMENTS



## **FOR**

## POP-OUTS (2)/LIGHTED CROSSWALK ON GIRARD

VOLUME 2 OF 2

BID NO.:	L-13-5673-DBB-1	
SAP NO. (WBS/IO/CC):	B-10216	
CLIENT DEPARTMENT:	2113	
COUNCIL DISTRICT:	1	
PROJECT TYPE:	IK	

#### THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: ELBE FIRMS ONLY.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION

#### TABLE OF CONTENTS

#### Volume 2 – Bidding Documents

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

1.	Bid/Proposal	.3-5
	Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106	
3.	Contractors Certification of Pending Actions	7
4.	Equal Benefits Ordinance Certification of Compliance	8
5.	Proposal (Bid)	9-11
6.	Form AA35 List of Subcontractors	12
7.	Form AA40 Named Equipment/Material Supplier List	13

#### **PROPOSAL**

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

To the City of San Diego:

Pop-Outs (2)/Lighted Crosswalk On Girard

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

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal 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 Proposal Documents.

IF A S	OLE 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
IF A P	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):
D: 1/D.	(D., Id. 2012)
B10/2101	posal (Rev. July 2012) " 3   Page

RIDDING	DOCTIA	PTINTE
Per and the second	P P R P R R 1 1 1	

(3)	) Signature (Note: Signature must be made by a general partner)						
	Full Name and Character of partner						
(4)	Place of Business (Street & Number)	·					
(5)	City and State	Zip Code					
(6)	Telephone No Facsimil	e No					
	CORPORATION, SIGN HERE:						
(1)	Name under which business is conducted A.B.	HAZHMI, INC.					
(2)	Signature, with official title of officer authorized to sign for	the corporation:					
	(Signature)						
	AHMAD HASHMI						
	(Printed Name)						
	(Title of Office)						
	(Title of Officer)	(Impress Corporate Seal Here)					
(3)	Incorporated under the laws of the State of	ru 1 A					
(4)	Place of Business (Street & Number) Place of Business (Street & Number)	TOO BEEN OAN ON C					
(5)	City and State SAN DIELO						
(6)	Telephone No. 76 672 - 3053 Facsimil	e No. 258 - 433 - 7215					
THE F	FOLLOWING SECTIONS MUST BE FILLED IN BY AL	L PROPOSERS:					
	ordance with the "NOTICE INVITING BIDS", the bidder he for the following classification(s) to perform the work described						
LICENS	ISE CLASSIFICATION A						
LICENS	ISE NO. 79333 EXPIRES 1	31)14					
	cense classification must also be shown on the front of the classification on the bid envelope may cause return of the bid	-					
TAX ID	DENTIFICATION NUMBER (TIN):						
E-Mail	Address:info@abhashmi.com						
	posal (Rev. July 2012) its (2)/Lighted Crosswalk On Girard	4   Page					

#### PROPOSAL (BID)

The Bidder agrees to the construction of **POP-OUTS** (2)/LIGHTED CROSSWALK ON GIRARD, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all-conditions precedent e.g., bond and insurance.

Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
					BASE BID		
1	_1	LS	237310	2-4.1	Bonds (Payment and Performance)		\$5000.00
2.	1	AL	237310	7-5.3	Wet Tap Fees - Type I		\$254.00
3.	1	LS	541330	7-10.2.6	Traffic Control Design		\$ 500.00
4.	1	LS	237310	7-10.2.6	Traffic Control		\$5000.00
5.	1	AL		9-3.5	Field Orders - Type II Allowance		\$10,000.00
6.	1	LS	238910	300-1.4	Clearing & Grubbing		\$5000.00
7.	1	EA	238910	300-1.4	Large Tree Removal	\$1500	\$1500.00
8.	2	EA	237310	301-1.7	Adjusting Existing Gate Valve Cover to Grade	\$ 100	\$ 200.00
9.	1	EA	237310	301-1.7	Adjusting Existing Manhole Frame & Cover to Grade	\$ 300	\$ 300.00
10.	23	TON	237310	302-5.9	1-1/2 Inch Asphalt Concrete Overlay	\$ 200	\$4600.00
11.	208	TON	237310	302-5.9	13" Asphalt Concrete Pavement	\$ 115	\$23920.00
12.	10	LF	237110	303-1.11	Curb Outlet Extension per D-25	\$ 110	\$1100.00
13.	300	LF	237310	303-5.9	Curb & Gutter (6-Inch Curb, Type G)	\$ 25	\$ 7500.00
14.	225	LF	237310	303-5.9	Median Curb & Gutter Type B-1	\$ 25	\$ 5625.00
15.	3,740	SF	237310	303-5.9	Sidewalk per G-7	\$ 4	\$14960.00
16.	23	CY	237310	300-4.9	Unclassified Fill	\$ 50	\$ 1150.00
17.	2	EA	237310	303-5.10.2	Curb Ramp Type B w/ Stainless Steel Detectable Warning Tiles	\$2000	\$4000.00
18.	120	SF	237310	303-5.10.2	Island Passageway w/Stainless Steel Detectable Warning Tiles	\$ 55	\$6600.00
19.	1	EA	237110	306-1.6	Remove and Cap Existing Fire Hydrant	\$ 600	\$ 600.00
20.	24	LF	237110	306-1.6	Sidewalk Underdrain	\$ 15	\$ 360.00
21.	1	EA	237110	306-1.6	6-Inch Fire Hydrant Assembly & Marker	\$15000	\$ 15000.00
22.	1	LS	238210	307-2	Furnish and Install 3-marker 4-foot raised median lighted crosswalk		\$24500.00
23.	2	EA	238210	307-2	Type 1-A Pole (12') and Foundation	\$1650	\$ 3300.00

Proposal (BID) (Rev. July 2012)

#### **BIDDING DOCUMENTS**

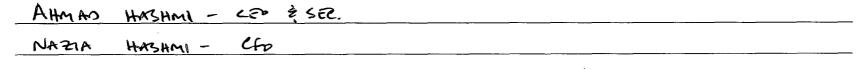
Item	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
24.	4	EA	238210	307-2	No. 3-1/2 Pull Box	\$ 300	\$1200.00	
25.	3	EA	238210	307-2	No. 5 Pull Box	\$ 400	\$1200.00	
26.	1	EA	238210	307-2	Type 3 Electrical Service	\$3500	\$3500.00	
27.	610	LF	238210	307-2	2" PVC Conduit in AC Pavement	\$16.50	\$10065.00	
28.	90	LF	238210	307-2	7-Conductor Cable	\$ 10	\$ 900.00	
29.	2,700	LF	238210	307-2	#10 Conductor	\$ 1.25	\$ 3375.00	
30.	1	EA	561730	308-7	Furnish & Install a Tree (36-Inch Box)	\$1200	\$1200.00	
31.	95	SF	561730	308-7	Furnish & Install Grass	\$ 4	\$ 330.00	
32.	3	CY	561730	308-7	Class A Topsoil	\$100	\$ 300.00	
33.	1	LS	561730	308-7	Protect and Restore Irrigation System		\$2000.00	
34.	30	LF	561730	308-7	Root Barrier	\$ 15	\$ 450.00	
35.	1,100	LF	237310	314-2.3	Removal of Traffic Striping and Curb Markings	\$2.60	\$ 2860.00	
36.	2	EA	238210	307-2	Install Traffic Sign On Post	\$ 950	\$ 1900.00	
37.	400	LF	237310	314-4.4.6	Thermoplastic Traffic Stripes	\$ 6	\$2400.00	
38.	1	LS	541330	701-13.9.5	Water Pollution Control Program Development		\$ (40.00	
39.	1	LS	237990	701-13.9.5	Water Pollution Control Program Implementation		\$2000.00	
	ESTIMATED TOTAL BASE BID: \$17479							

TOTAL BID PRICE FOR BID (Items 1 through 39 inclusive) amount written in words:

ONE HUNDRED SEVENT FOUR THOUSAND SEVEN HUNDRED MINETT MINE

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid:

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



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:	A.B.	HASHMI, INC.	
Title:	AHMAS	HASHMI - KED & SEC.	NAZTA HASHMI - CFO
		13066 DEER CANYON CT.	
Busines	s Address: _	SAN DIEGO, CA 92131	
D1 (	מני	13066 DEER CANYON CT.	
Place of	Business: _	SAN DIEGO, CA 92131	
		·	13066 DEER CANYON CT.
Place of	Residence: _		SAN DIEGO, CA 92131
Signatu	re: <b>\</b>		

#### 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 proposal 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.

#### LIST OF SUBCONTRACTORS

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	APPROPRIATE AND ADMINISTRATION OF THE PARTY	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ()	WHERE CERTIFIED O	SHEET CONTRACTOR CONTRACTOR CONTRACTOR
Name: STATEWINE STUPES.  Address: Box 600710  City: 5A~ 0100 State: CA  Zip: 92160 Phone: 858-560-6827	C	STRIPNIA	4475.00			
Name: SELECT ELECTURIC  Address: Box. 1457  City: Share Value State: CA  Zip: 21579 Phone: L19-460-6060	C	ELECTAI- CAL	41913.00	·		
Name: SEALLIGHT PAVIAN. Address: Box. 2753 City: SPAINL VALState: CA Zip: 91979 Phone: 619-465-7411	C	PAVIAL.	24419.50			

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
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		

0.40<sup>50</sup>

As appropriate, Bidder shall indicate if Subcontractor is certified by:

propriate, Bidder shan indicate if Subcontractor is certi	ned 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 Rusiness 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 SUBCONTRACTORS (Rev. July 2012)

Form Number: AA35

Pop-Outs (2)/Lighted Crosswalk On Girard

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#### 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 **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% 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**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE**, for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR* VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBF, DBE, DVBF, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ①	WHERE. CERTIFIED. ②
Name:						
Name: Address: City: 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, 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
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
2)	As appropriate, Bidder shall indicate if Vendor/Supplier is c	ertified by:		
	City of San Diego	CÎTY	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

2

Pop-Outs (2)/Lighted Crosswalk On Girard

(Rev. July 2012)

#### 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 CE

SUBSCRIBED AND SWORN TO BEFORE ME, THIS \_\_\_\_ DAY OF February, 2013.

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

(NOTARIAL SEAL)

ANTONIO GURROLA JR.
Commission # 1978602
Notary Public - California
San Diego County
My Comm. Expires May 18, 2016

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

State of California )	
County of SAN DIENS ) ss.	
Athan Hasimi, being	g first duly sworn, deposes and
. —	e party making the foregoing
bid that the bid is not made in the interest of, or on behalf of, any ur	ndisclosed person, partnership,
company, association, organization, or corporation; that the bid is genu	ine and not collusive or sham;
that the bidder has not directly or indirectly induced or solicited any o	ther bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, conni-	ved, or agreed with any bidder
or anyone else to put in a sham bid, or that anyone shall refrain from b	idding; that the bidder has not
in any manner, directly or indirectly, sought by agreement, common	unication, 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 an	y 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, direct	tly 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 corpo	ration, partnership, company
association, organization, bid depository, or to any member or agent the	nereof to effectuate a collusive
or sham bid.	
DA.	
Signed:	
Title:	
· / 5. T	
Subscribed and sworn to before me thisda	y of Fabruary, 2013
Ctubre Dungle of	
Notary Public	

(SEAL)

Non-collusion Affidavit (Rev. July 2012) Pop-Outs (2)/Lighted Crosswalk On Girard



#### 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.

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

CHECK ONE BOX ONLY.

	that Bidde	r discriminated a	gainst its e	employees, si	abcontrac	tors, vendors or sup	ppliers.
	subject of that Bidde A descrip	a complaint or p r discriminated a	ending act against its o s or resolu	ion in a legal employees, s ition of that	l administ ubcontrac complain	the Bidder has be rative proceeding a tors, vendors or su t, including any re	alleging ppliers.
DATE OF CLAIM	LOCATION	Description of	CLAIM	Litigation (Y/N)	STATUS	RESOLUTION/REI	MEDIAL EN
					± 5 € 6		
					** ** ** ** ** ** ** ** ** ** ** ** **		· · · · · · · · · · · · · · · · · · ·
Contractor	Name: A.	B. HASHA	11. INC	1			
Certified B	y AHm	AO HASHI Namo			Title _	CEO	
		RIV	·		Date _	2/28/13	
		Signati	ıre				

USE ADDITIONAL FORMS AS NECESSARY

#### **EQUAL BENEFITS ORDINANCE** CERTIFICATION OF COMPLIANCE



For additional information, contact:

CITY OF SAN DIEGO

**EQUAL BENEFITS PROGRAM**202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

Company Name: A.B. HASHMI, INC.	Contact Name: A HM AD						
Company Address: POP 6UB LIGHTEN CROSSWALK	Contact Phone: 760-672- 3						
ON GIRAGO.	Contact Email: info@abhas						
CONTRACT INFORMATION							
Contract Title: 13066 DEER CANYON C	T. Start Date:						
Contract Number (if no number, state location): SAN DIEGO, CA 92131	End Date:						
SUMMARY OF EQUAL BENEFITS ORDINANCE REQUI							
The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:  Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.  Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.  Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.  Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.  Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.  Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.  NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at							
www.sandiego.gov/administration.  CONTRACTOR EQUAL BENEFITS ORDINANCE CERTI	FICATION						
Please indicate your firm's compliance status with the EBO. The City may request supp							
I affirm <b>compliance</b> with the EBO because my firm <i>(contractor must <u>select o</u></i>							
<ul> <li>□ 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> </ul>							
I request the City's approval to pay affected employees a cash equivalent firm made a reasonable effort but is not able to provide equal benefits usemployees of the availability of a cash equivalent for benefits available to see to continue to make every reasonable effort to extend all available benefits	upon contract award. I agree to notify spouses but not domestic partners and						
It is unlawful for any contractor to knowingly submit any false information to the City regrassociated with the execution, award, amendment, or administration of any contract. [San							
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.							
AHMAN HASHMI (CED K)	× :						
Name/Title of Signatory	Signature						

Receipt Date:

EBO Analyst:

□ Approved

□ Not Approved – Reason:

rev 02/15/2011

G-1

# CITY OF SAN DIEGO PLANS FOR IMPROVEMENTS OF POP-OUTS (2)/LIGHTED CROSSWALK ON GIRARD

## UNDERGROUND UTILITIES

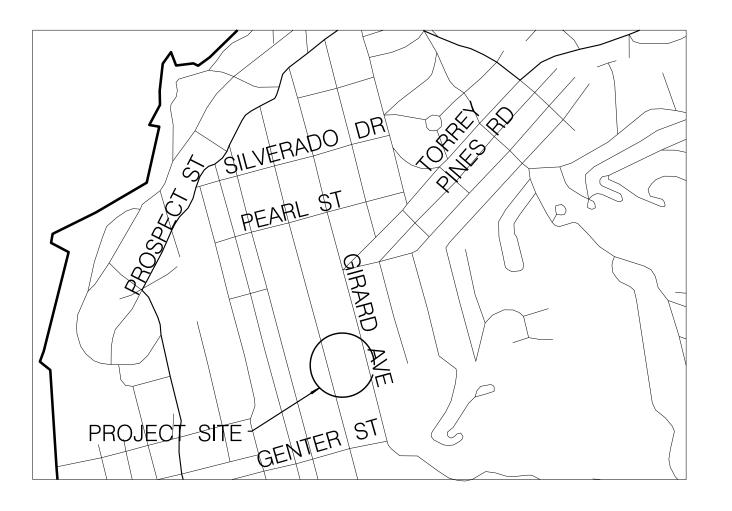
AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL REQUEST A MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATION CENTER FOR AN INQUIRY IDENTIFICATION NUMBER: UNDERGROUND SERVICE ALERT (U.S.A.)

## CONTRACTOR'S RESPONSIBILITIES

- I. CITY FORCES, WHERE CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC.
- 2. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SHOWN
- 3. THE LOCATION OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- 4. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION
- 5. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
- 6. EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. (SEE PLAN VIEW)
- 7. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.

#### STORM WATER PROTECTION

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



LOCATION MAP

# RANCHO BERNARDO -PROJECT SITE

VICINITY MAP NOT TO SCALE

## WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO. CONSTRUCTION OF PCC SIDEWALK, CURB & GUTTER, CURB RAMP, LIGHTED CROSSWALK, ADJUSTMENT OF MANHOLES TO NEW GRADE AND ALL OTHER APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWING(S) NUMBERED 36371-I-D THROUGH 36371-4-D.

## LEGEND

<u>IMPROVEMENTS</u>	STANDARD	DRAWINGS	SYMBOL
SIDEWALK		SDG-I55	
CURB AND GUTTER		SDG-151	
CURB RAMP	SDG-130/SDG-13	2/SDG-134/SDG-136	
DETECTABLE WARNING TILE (STAINLESS STEEL)		SDG-I30	
ASPHALT PAVING		SDG-II3	
I-I/2" MILL AND AC OVERLAY		SDG-I06	
TRENCH		SDG-IO7	
CURB OUTLET		D-25	
SIDEWALK UNDERDRAIN		D-27	
FIRE HYDRANT		SDW-IO4	
TREE		SDL-IOI	

## SHEET INDEX

SHEET NO.	CONTENTS
I	COVER SHEET
2	DEMOLITION PLAN
3	IMPROVEMENT PLAN
4	LIGHTED CROSSWALK PLAN

KEY MAP

STREET DATA TABLE						
STREET NAME	CLASSIFICATION	SPEED (MPH)	ADT (VEHICLES)	R/W (FT)		
GIRARD AVENUE	LOCAL COLLECTOR		N 4040	100′		
			S 48I0			
<u> </u>						

## **ABBREVIATIONS**

ABAND	ABANDON	EB	ENCASED BURIED	OVHD	OVER HEAD
ABAND'D	ABANDONED	EL, ELEV	ELEVATION	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT	ELEC	ELECTRIC	PROP	PROPOSED
	PIPE	EX, EXIST	EXISTING	RED	REDUCER
AHD	AHEAD	E/0	EAST OF	RT	RIGHT
ASSY	ASSEMBLY	F	FLANGE	§	SURVEY LINE
BK	BACK	GV	GATE VALVE	รั้ง	STUB OUT
BTWN	BETWEEN	HDPE	HIGH-DENSITY	S/0	SOUTH OF
CATV	CABLE TV		POLYETHYLENE	SWR	SEWER
CI	CAST IRON PIPE	HP	HIGH PRESSURE	TEL	TELEPHONE
Ģ	CENTER LINE	ΙE	INVERT ELEVATION	UNK	UNKNOWN
COND	CONDUIT	LT	LEFT	VC	VITRIFIED CLAY PIPE
CONT	CONTINUED	MJ	MECHANICAL JOINT	WM	WATER METER
CONTR	CONTRACTOR	MTD	MUTTPLE TELEPHONE	WTR	WATER
DB	DIRECT BURIED	N/0	DUCT	W/O	WEST OF
			NORTH OF		

## **EXISTING IMPROVEMENTS**

	<del></del>
EX WATER MAIN & VALVES	<del></del>
EX WATER METER	
EX FIRE HYDRANT	<u> </u>
EX SEWER MAIN & MANHOLES	C
EX DRAINS	========
EX PAVEMENT (PROFILE)	
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	ON€ TS
EX STREET LIGHT	→ SL
GAS MAIN	
ELEC. COND., TEL. COND., CATV	ET C·
RAILROAD, TROLLEY TRACKS	
EX DRIVEWAY	
EV CIDEWALK	

## UNDERGROUND UTILITIES

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFOREA "PERMIT TO EXCAVATE" WILL BE VALID. AT LEAST THREE (3) WORKING DAYS PRIOR TO EXCAVATION, THE CONTRACTOR SHALL OBTAIN A DIG ALERT I.D. NUMBER & REQUEST MARKOUT OF UNDERGROUND UTILITIES BY CALLING THE BELOW LISTED REGIONAL NOTIFICATIONCENTER FOR AN INQUIRY IDENTIFICATION NUMBER:

UNDERGROUND SERVICE ALERT (U.S.A.) 1-800-422-4133

## TRAFFIC CONTROL NOTE

THE CONTRACTOR SHALL, PER SECTION 7-10.2.2.4 OF THE 2012 WHITEBOOK, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE WORKING 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 WORKING 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.

THIS CONTRACT IS SUBJECT TO WORKING HOURS RESTRICTIONS DUE TO PROXIMITY OF SCHOOLS. SEE SECTION 2-14.7 OF THE SPECIAL PROVISIONS FOR DETAILS.

## WATER POLLUTION CONTROL NOTES

THE CONTRACTOR SHALL, PER SECTION 701-13.9 OF 2012 WHITEBOOK, PREPARE WATER POLLUTION CONTROL SITE MANAGEMENT PLAN (WPCSMP). PROTECT ALL NEW AND EXISTING STORM DRAIN INLET STRUCTURES FROM SEDIMENTATION RUNOFF, ROCK WASHING RUNOFF, OR ANY OTHER PROJECT SITE RUNOFF BY PLACING GRAVEL BAGS, FILTER FABRIC, OR OTHER SATISFACTORY METHOD APPROVED BY THE RESIDENT ENGINEER.

## FIELD DATA

REFERENCES: City of San Diego PRELIMINARY SURVEY FIELD NOTES; UG715, Rame+ta, 246-1683, 10/04/2001, W0175501 ROW: UG797FA.DGN, UG7I5FA.DGN

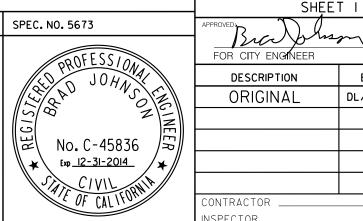
BASIS OF BEARINGS/COORDINATES: The Basis of Bearings for this project was derived from a previous Survey using PT 1284 and PT 8 I.E. N71° 03′37"W, 491.22' NAD 83 feet, per UG 715, Rametta.

\_ MEDIUM \_\_\_\_ LOW\_X\_\_

BENCH: NEBP GIRARD AVE & PEARL ST. Elev= 119.05 MSL, Based on NGVD 29 FEET as shown in the

CITY OT San Diego Bench Book	OOVERT OFFICE
	CITY OF SAN DIEGO, CALIFORNIA  ENGINEERING AND CAPITAL PROJECTS DEPARTMENT WBS

EX S	SIDEWALK	· · · · · · · ·				NO SCALE	
							TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH ME
		CONSTRUCTION CHANGE / ADDENDUM		WARNING			
CHANGE D	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.		CITY OF SAN DIEGO	OF OF OF OF	
				IF THIS BAR DOES	PUBLIC WORKS PROJECT		
				NOT MEASURE I'' THEN DRAWING IS	I OBEIC WOITE I WOOL I	THE WORLD	
				NOT TO SCALE.		at vio	



COVER SHEET									
CITY OF SAN DIEGO, CALIFORNIA Engineering and capital projects department Sheet 1 of 4 sheets  B-10216									
FOR CITY ENGINEER DATE					SUBMITTED BY:  DAVID LI  ASSOCIATE ENGINEER				
DESCRIPTION	BY	APPROVED	DATE	FILMED	MARC PIRAZZINI				
ORIGINAL DL/MP					PROJECT ENGINEER				
					246-1683 CCS27 COORDINATE				

IMPROVEMENT PLAN FOR

POP-OUTS (2)/LIGHTED CROSSWALK

ON GIRARD

1886444-6244407 CCS83 COORDINATE DATE STARTED 36371-1-D DATE COMPLETED

## CORING SAMPLES

SAMPLE #

LOCATION 7380 GIRARD AVE 7' EAST OF CURB

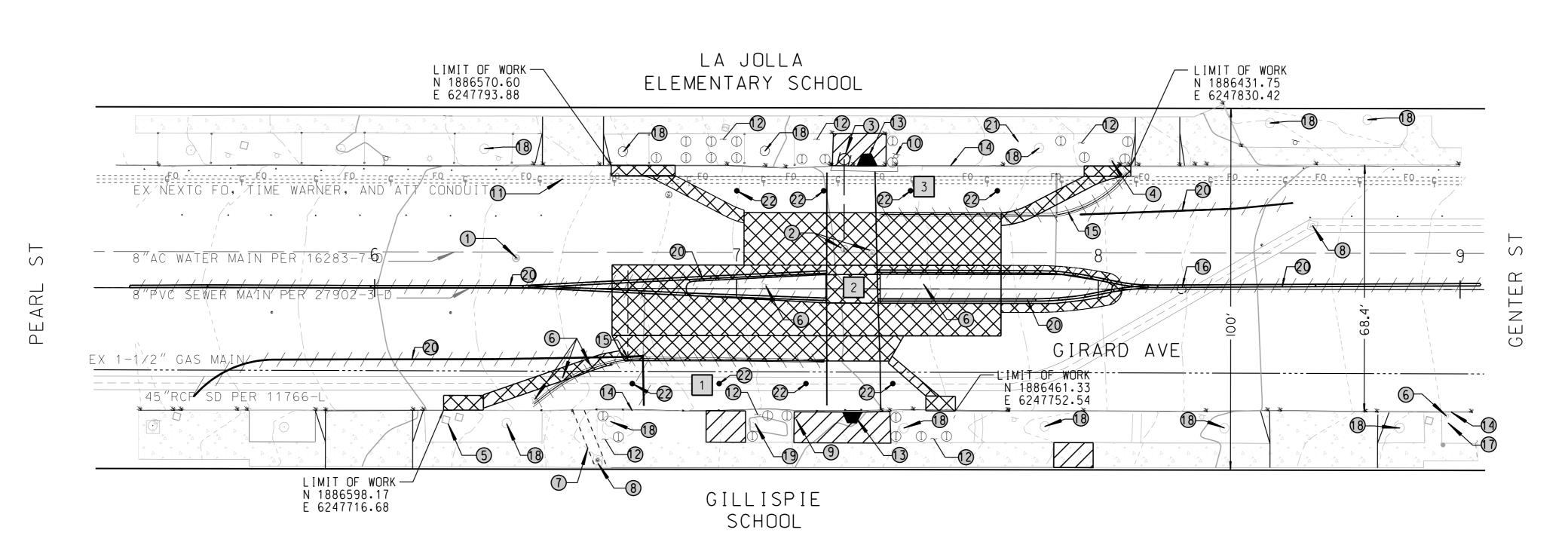
 $4 \frac{1}{2}$  AC +  $4 \frac{1}{2}$  PCC ON SUBGRADE (2 AC LAYERS)

13" PCC ON SUBGRADE

PAVEMENT THICKNESS

7380 GIRARD AVE CENTERLINE (TRENCH CAP RUNS NORTH AND SOUTH) 7380 GIRARD AVE 6' WEST OF CURB

7" PCC ON SUBGRADE (2 AC LAYERS)



## EGEND

REMOVE STRIPING 

REMOVE AC CURB

PAVEMENT REMOVAL AND EXCAVATION TO NEW PAVEMENT DEPTH

REMOVE CURB RAMP

REMOVE SIDEWALK

CORE SAMPLE APPROXIMATE LOCATION

IRRIGATION HEAD (LOCATIONS APPROXIMATED FROM SITE VISIT AND MAY NOT ACCOUNT FOR ALL IRRIGATION HEADS)

CORE HOLE LOCATIONS WITH AUGER

## DEMOLITION NOTES

- 1) PROTECT EXISTING WATER VALVE
- (2) ADJUST WATER GATE VALVES COVERS TO GRADE
- (3) REMOVE EX FIRE HYDRANT AND CAP AND KILL SERVICE.
- 4 PROTECT EXISTING STREETLIGHT
- 5 PROTECT EX WATER METER
- 6 REMOVE AND REPLACE EX SIGNS
- 7) PROTECT EX CURB OUTLET
- (8) PROTECT EX CLEANOUT
- PROTECT EX STREETLIGHT
- (1) PROTECT EX SIGN
- 11) PROTECT EXISTING AT&T, TIME WARNER AND NEXTG CONDUITS IN PLACE
- (2) CONTRACTOR SHALL PROTECT EXISTING IRRIGATION SYSTEM IN PLACE DURING CONSTRUCTION, ANY IRRIGATION EQUIPMENT DISTURBED DURING CONSTRUCTION SHALL BE RESTORED, TESTED AND APPROVED BY THE RESIDENT ENGINEER SUCH THAT THE EXISTING PLANT MATERIAL SHALL HAVE ADEQUATE IRRIGATION COVERAGE.

(13) REMOVE EXISTING CURB RAMP

14) REMOVE EXISTING CURB AND GUTTER FROM STA 6+19.10-33.7' RT TO STA 7+60.54-33.7' RT AND STA 6+65.33-34.1' LT TO STA 8+08.87-34.1' LT

(15) REMOVE EXISTING AC CURB

(16) PROTECT EXISTING SEWER MANHOLE

(17) REMOVE EXISTING BRICK PAVERS

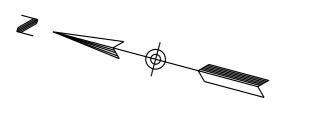
(18) PROTECT EXISTING TREE

(19) REMOVE EXISTING TREE

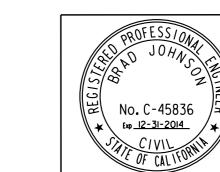
(20) REMOVE STRIPING

(21) PROTECT EXISTING BENCH

©2 CORE 6" TO 9" HOLE THROUGH EXISTING PAVEMENT WITH AUGER.



SCALE 1" = 20'



## DEMOLITION PLAN FOR POP-OUTS (2)/LIGHTED CROSSWALK ON GIRARD

	CITY OF SA ENGINEERING AND SHEE	wbs <u>B-10216</u>				
	APPROVED: Bradons	!	2/19/1	2	SUBMITTED BY: DAVID LI	
	FOR CITY ENGINEER			DATE		ASSOCIATE ENGINEER
	DESCRIPTION		APPROVED	DATE	FILMED	MARC PIRAZZINI
<b>.</b>	ORIGINAL	DL/MP				PROJECT ENGINEER
2						246-1683
NE NE						CCS27 COORDINATE
						1886444-6244407
//						CCS83 COORDINATE
	CONTRACTOR	36371-2-D				

C-1

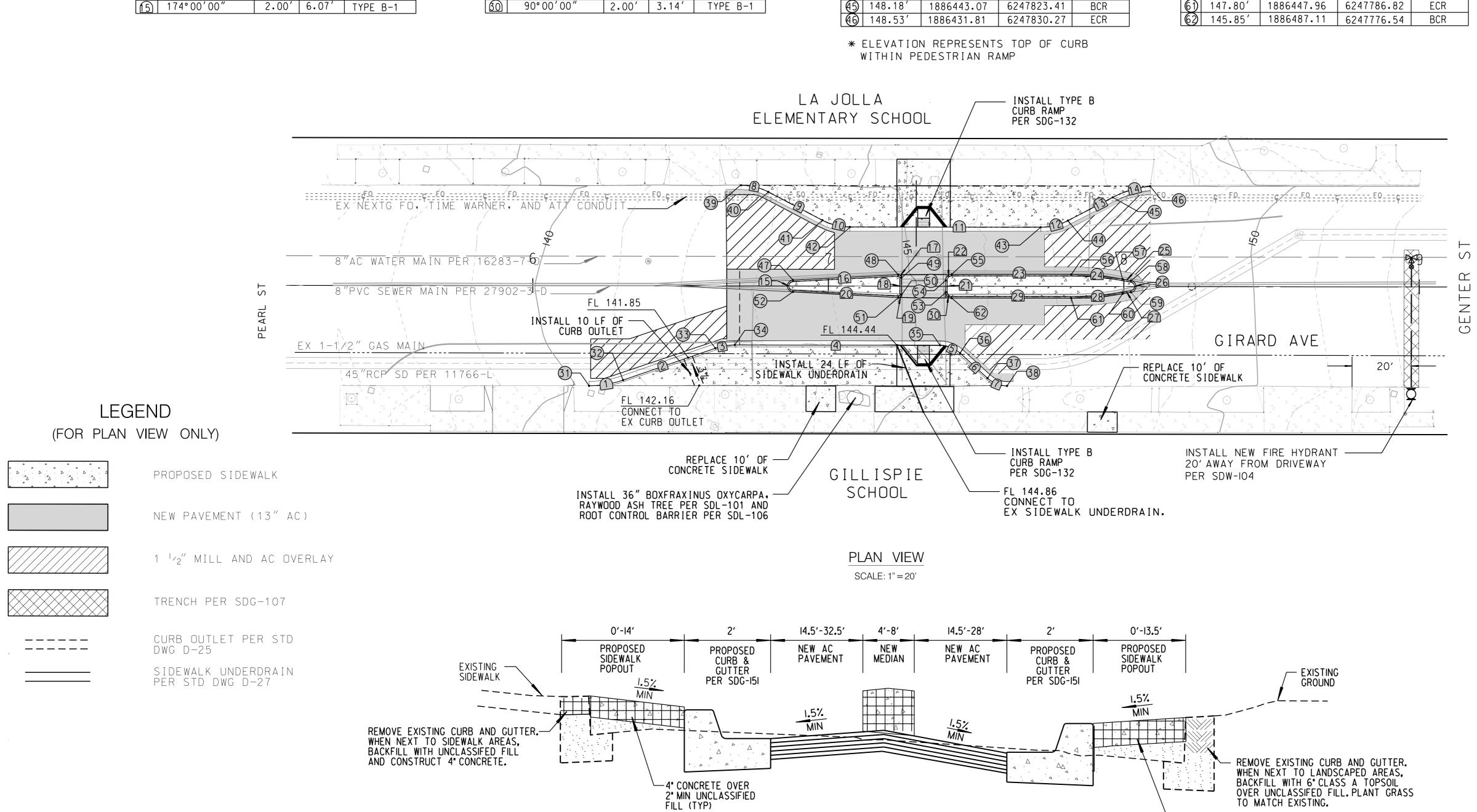
	PROPOSED CURB DATA TABLE										
NO.	△/BEARING	RADIUS	LENGTH	REMARKS							
1	19°13′04″	35.00′	11.74	TYPE G C&G							
2	S 33°50′29″ E		33.04	TYPE G C&G							
3	19°07′42″	20.00'	6.68′	TYPE G C&G							
4	S 14°42′47″ E		69.48′	TYPE G C&G							
5	42°20′40″	10.00'	7.39'	TYPE G C&G							
6	S 27°37′53″ W		12.62'	TYPE G C&G							
	41°36′26″	10.00'	7.26′	TYPE G C&G							
8	27°36′17″	20.00'	9.64	TYPE G C&G							
9	S 12°48′35″ W		20.63	TYPE G C&G							
10	27°31′23″	20.00'	9.61'	TYPE G C&G							
	S 14°42′47″ E		64.41′	TYPE G C&G							
12	27° 30′ 40″	20.00'	9.60'	TYPE G C&G							
13	S 42°13′27″ E		17.07′	TYPE G C&G							
14	21°43′07″	35.00′	13.27′	TYPE G C&G							
15	174°00′00″	2.00′	6.07′	TYPE B-1							

PROPOSED CURB DATA TABLE									
NO. A/BEARING	RADIUS	LENGTH	REMARKS						
6 S 17°42′47″ E		35.69	TYPE B-1						
93°00′00″	1.00'	1.62'	TYPE B-1						
18 S 75°17′13″ W		5.73'	TYPE B-1						
93°00′00″	1.00'	1.62'	TYPE B-1						
20 N 11°42′47″ W		35.69	TYPE B-1						
21 N 75°17′13″ E		4.00'	TYPE B-1						
22 90°00′00″	2.00′	3.14'	TYPE B-1						
23 S 14°42′47″ E		40.47	TYPE B-1						
24 10°00′00″	100′	17.45	TYPE B-1						
25 S 4° 42′ 47″ E		2.94	TYPE B-1						
26 160°00′00″	2.00'	5.59'	TYPE B-1						
27 N 24°42′47″ W		2.94'	TYPE B-1						
28 10°00′00″	100′	17.45	TYPE B-1						
29 N 14°42′47″ W		40.47	TYPE B-1						
go 90°00′00″	2.00'	3.14'	TYPE B-1						
		•							

		CUI	RB COORDINA	TE DATA TAE	BLE
	NO.	TC ELEV	NORTHING	EASTING	REMARKS
	31)	140.63'	1886598.14	6247716.50	BCR
	3	141.23′	1886587.49	6247721.30	ECR
	(3)	142.85′	1886560.05	6247739.70	BCR
	3	143.05′	1886553.99	6247742.43	ECR
ĸ	3	145.27'	1886486.79	6247760.08	BCR
	3	145.90'	1886479.61	6247759.26	ECR
	$\bigcirc$	146.30'	1886468.43	6247753.41	BCR
	(38)	146.57′	1886461.38	6247752.57	ECR
	3	142.85′	1886565.75	6247795.24	BCR
	<b>(4)</b>	143.28′	1886556.21	6247795.40	ECR
	(1)	144.11′	1886536.08	6247790.83	BCR
	42	144.54	1886526.57	6247790.99	ECR
	<b>(3)</b>	147.00'	1886464.08	6247807.40	BCR
	44	147.40'	1886455.72	6247811.93	ECR
	45	148.18′	1886443.07	6247823.41	BCR
	46	148.53′	1886431.81	6247830.27	ECR

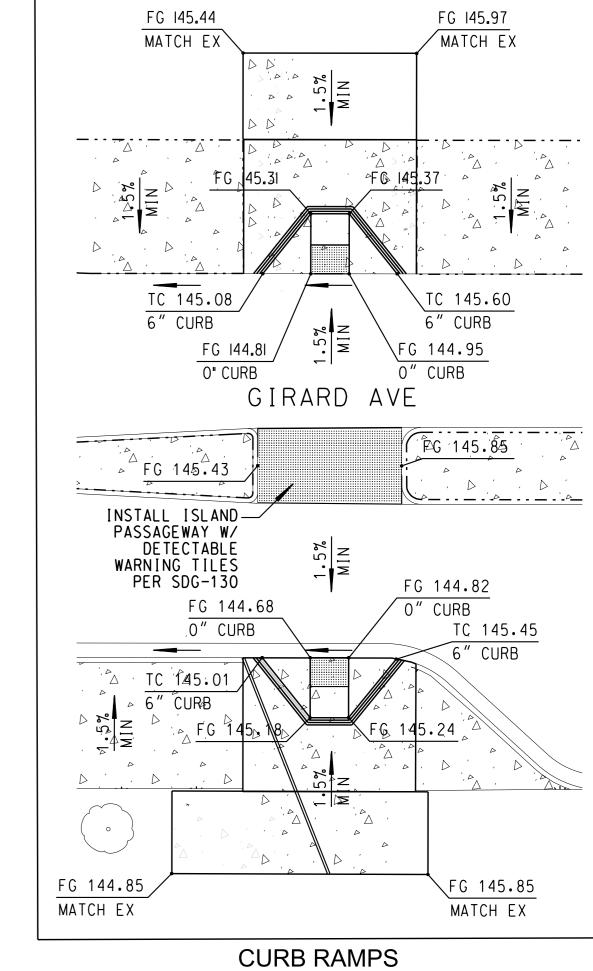
	CU	RB COORDINA	TE DATA TA	BLE
NO.	TC ELEV	NORTHING	EASTING	REMARKS
4	144.10′	1886540.56	6247768.70	PI
48	145.33′	1886506.56	6247779.56	BCR
49	145.38′	1886505.29	6247778.86	ECR
60	145.38′	1886503.83	6247773.31	BCR
(51)	145.33′	1886504.60	6247772.08	ECR
62	144.10′	1886539.55	6247764.84	BCR
63	145.81'	1886489.55	6247777.95	ECR
64)	145.81′	1886490.56	6247781.83	BCR
<b>6</b> 5	145.85′	1886489.14	6247784.27	ECR
69	147.80′	1886449.99	6247794.55	BCR
<b>6</b>	148.63′	1886432.81	6247797.50	ECR
(58)	148.77′	1886429.88	6247797.74	BCR
69	148.77′	1886428.87	6247793.92	ECR
60	148.63′	1886431.54	6247792.70	BCR
61	147.80′	1886447.96	6247786.82	ECR
62	145.85′	1886487.11	6247776.54	BCR

4" CONCRETE OVER
2" MIN UNCLASSIFIED
FILL (TYP)

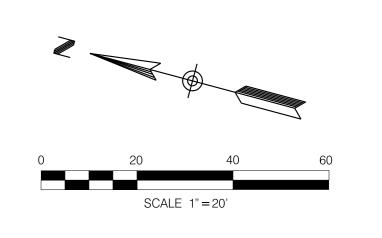


TYPICAL CROSS SECTION

NOT TO SCALE







IMPROVEMENT PLAN FOR
POP-OUTS (2)/LIGHTED CROSSWALK
ON GIRARD

	CITY OF SA ENGINEERING AND SHEE	wbs <u>B-10216</u>				
	FOR CITY ENGINEER	SUBMITTED BY:  DAVID LI  ASSOCIATE ENGINEER				
PROFESS/ON	DESCRIPTION		APPROVED	DATE	FILMED	MARC PIRAZZINI
PO JOHNS	ORIGINAL	DL/MP				PROJECT ENGINEER
15/8 SE						246-1683 ccs27 coordinate
Wo. C-45836   도						1886444-6244407
Exp_12-31-2014						CCS83 COORDINATE
OF CALIFORNIC	CONTRACTOR DATE STARTED INSPECTOR DATE COMPLETED					36371–3–D

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## GENERAL NOTES:

- PULLBOXES AND CONDUIT:
  - Id PULLBOXES ARE No. 5, UNLESS OTHERWISE NOTED ON THIS PLAN.
- ALL CONDUIT DEPTH MUST BE A MINIMUM OF 18" BELOW THE PAVEMENT SURFACE OR 3" BELOW THE BOTTOM OF THE PAVEMENT, WHICHEVER IS GREATER.
- CONDUIT SHALL BE 2" DIAMETER, UNLESS OTHERWISE NOTED IN THE CONDUCTOR TABLE OR SHOWN ON THIS PLAN.
- LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE.
- THE CONTRACTOR SHALL, PER SECTION 7-10.2.2.4 OF THE 2012 WHITEBOOK, PREPARE TRAFFIC CONTROL PLANS AND SHALL CALL THE FIELD ENGINEERING TRAFFIC CONTROL SECTION, AT (858) 495-4741, FOR AN APPOINTMENT TO APPLY FOR A TRAFFIC CONTROL PLAN (TCP) PERMIT. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK (FIVE (5) WORKING DAYS FOR STREET CLOSURES). UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE FIELD ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE THE TCP PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC ROADWAY WITHOUT THE TCP PERMIT.
- ALL POLE FOUNDATIONS SHALL HAVE A 2" CONDUIT INSTALLED TO AN ADJACENT No. 5 PULLBOX.
- LOCATION, POSITIONING, AND INSTALLATION OF ELECTRICAL EQUIPMENT, LIGHT FIXTURES, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS:
  - THE CONTRACTOR WITH THE APPROVAL OF THE CITY RESIDENT ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL ELECTRICAL AND LIGHTING EQUIPMENT.
  - THE CONTRACTOR, WITH THE APPROVAL OF THE CITY'S DESIGNATED TRAFFIC ENGINEER, IS RESPONSIBLE FOR LOCATING, MARKING THE LAYOUT, AND INSTALLATION OF ALL LIGHTING FIXTURES, TRAFFIC SIGNS, TRAFFIC STRIPING, PAVEMENT AND CURB MARKINGS.
  - THE CONTRACTOR SHALL OBTAIN THE APPROVALS FOR THE ITEMS NOTED IN 5a AND 5b PRIOR TO INSTALLATION.
  - THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF CONFLICTING STRIPING AND PAVEMENT MARKINGS BY SANDBLASTING/GRINDING (METHOD TO BE DETERMINED BY THE CITY RESIDENT ENGINEER).
- CONTRACTOR SHALL RESTORE DISTURBED AREAS DUE TO CONSTRUCTION, BY MATCHING EXISTING SURROUNDING CONDITIONS.
- CONTRACTOR TO PROVIDE AND INSTALL ADEQUATE SOIL EROSION CONTROL MEASURES, TO THE APPROVAL OF THE CITY RESIDENT ENGINEER.
- CONTRACTOR TO DEVISE, DOCUMENT, AND UTILIZE A 'BEST MANAGEMENT' (BMP) PLAN, FOR WATER RUNOFF CONTROL, TO THE APPROVAL OF THE CITY RESIDENT ENGINEER.
- CONTRACTOR TO INSTALL COMPONENTS TO MANUFACTURER INSTRUCTIONS. WHERE CONFLICTS OCCUR BETWEEN THE INSTRUCTIONS AND THIS PLAN, THE CONTRACTOR SHALL BE DIRECTED BY THE CITY RESIDENT ENGINEER.

## CONSTRUCTION NOTES:

- FURNISH AND INSTALL LIGHTED CROSSWALK SYSTEM CONTROLLER AND CABINET PER MANUFACTURER'S REQUIREMENTS. ASSEMBLY SHALL BE WIRED FOR FULL LIGHTED CROSSWALK SYSTEM FUNCTIONALITY. ELECTRICAL CABINET SHALL INCLUDE ALL NECESSARY MOUNTING HARDWARE. WIRE PPB AND FLASHING WARNING SIGNS TO NEW CONTROLLER.
- INSTALL W16-7p AND S1-1 SCHOOL CROSSWALK SIGN WARNING ASSEMBLY.
- FURNISH AND INSTALL MUTCD APPROVED LED LIGHTED FLUORESCENT YELLOW GREEN SI-ISIGN WITH BRACKETS. FURNISH AND INSTALL ALL NECESSARY ELECTRICAL COMPONENTS AND CONDUCTORS FOR PROPER OPERATION OF THE SIGN. PULL CONDUCTORS TO CONTROLLER AND LAND TO ASSIGNED TERMINALS. (SEE CONDUCTOR SCHEDULE)
- FURNISH & INSTALL ALL NECESSARY ELECTRICAL COMPONENTS, CONDUIT, AND CONDUCTORS TO CONTROLLER AND SERVICE CABINET, WHICH WILL FULLY OPERATE THE LIGHTING SYSTEM. PULL CONDUCTORS AND LAND TO APPROPRIATE TERMINALS. COORDINATE NEW METER AND SERVICE ACTIVATION WITH SDG&E (SEMPRA UTILITIES).
- FURNISH, TRENCH, AND INSTALL NEW ELECTRICAL CONDUIT WITH CONDUCTORS AS MARKED ON PLAN AND SHOWN IN CONDUCTOR TABLE.
- INSTALL YELLOW CROSSWALK STRIPING WITH 2' WIDE 2' SEPARATION BETWEEN STRIPES 30 MILS AND IN ACCORDANCE WITH 2012 GREENBOOK SECTION 314-4.3. THERMOPLASTIC PAINT MATERIAL PER SECTION 214-5. (SEE DETAIL 1)
- FURNISH AND INSTALL LED PAVEMENT LIGHTING FIXTURES AND CONDUCTORS ADJACENT TO THE CROSSWALK LINES AND OUTSIDE THE PEDESTRIAN CROSSING AREA, AS SHOWN. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS GUIDELINES/INSTRUCTIONS (UNLESS OTHERWISE DIRECTED BY THE CITY RESIDENT ENGINEER). LIGHT FIXTURES SHALL BE LOCATED SO AS TO AVOID
- TIRE TRACKING. REMOVE EXISTING LEGENDS, PAVEMENT MARKINGS, AND CONFLICTING STRIPING BY SANDBLASTING OR GRIDING METHOD APPROVED BY CITY RESIDENT ENGINEER.
- FURNISH AND INSTALL PER CALTRANS STANDARD #5 PULL BOX.
- REMOVE AND RELOCATE EXISTING STREET LIGHT. INSTALL INDUCTION
- INSTALL TYPE "B' PEDESTRIAN RAMP WITH TRUNCATED DOMES PER CITY OF SAN DIEGO STANDARD DRAWINGS SDG-132.
- REMOVE EXISTING S1-1 CROSSWALK SIGN WARNING ASSEMBLY.
- FURNISH AND INSTALL #31/2 PULL BOX.
- INSTALL TYPE III SIGNAL AND LIGHTING SERVICE PER STATE STANDARD PLAN ES-2D. PROVIDE 50A-1P CIRCUIT BREAKER FOR SIGNAL, 30A-1P CIRCUIT BREAKER FOR LIGHTING. (SEE SPECIAL PROVISIONS).
- FURNISH AND INSTALL 3312 HANDHOLE PER SDG&E REQUIREMENTS.

LA JOLLA ELEMENTARY SCHOOL

MUTCD SIGNS:

CROSSWALK STRIPING

DETAIL

W16-7p

\* \* \* \* \* \* \*

# LIGHTED PEDESTRIAN CROSSWALK ON GIRARD AVENUE POP-OUTS

## CONSTRUCTION NOTES:

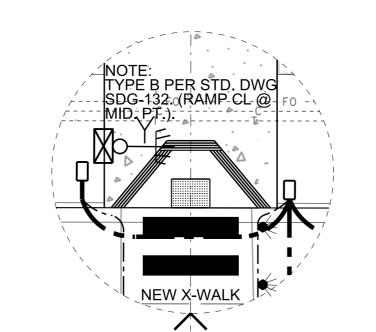
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PE,

INSTALL DOUBLE SOLID 4"-WIDE YELLOW LINES PER MUTCD FIGURE 3A-IO4(CA) DETAIL 21. TRANSITION STRIPING TO MEET EXISTING STRIPING.

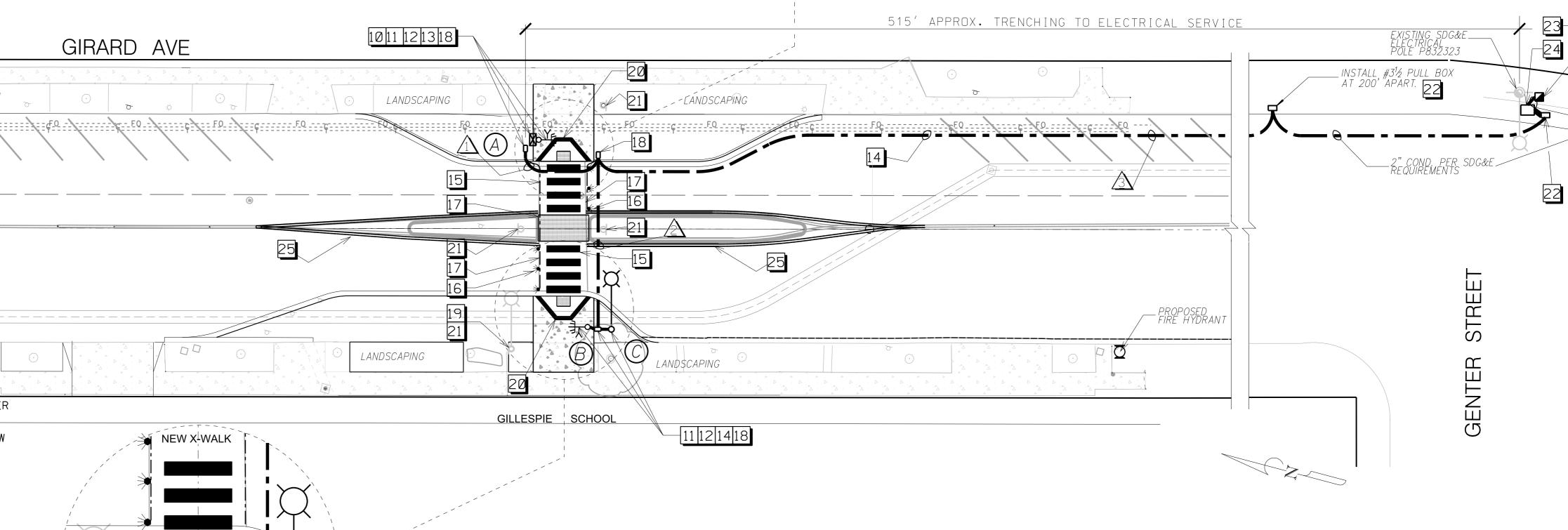
> TYPE B PER STD. DWG SDG-132. (RAMP/CL @ |



	CC	TABLE					
AWG SIZE	PO		CONE	OUIT 9	SIZE (	& RUN	١
OR CABLE TYPE	) Ш	CIRCUIT	2"	2"	2"	POLE A	
CONDUCTOR	А	LED SIGN + PPB	_	_	-	1	
CABLE	В	LED SIGN + PPB	1	1	-	1	
7			-	-	-	_	
,			_	-	-	-	
TOTAL 7 CON	DUCTO	DR CABLES	1	1	_	2	
MARKER						_	
CABLE		LED LIGHT FIXTURE	1			2	
NO. 1Ø		SERVICE	2		2	2	
NO. 1Ø		COMMON GROUND	1	1	1	1	
NO. 1Ø					2		
TOTAL CABLES	S AND	CONDUCTORS	5	4	5	7	

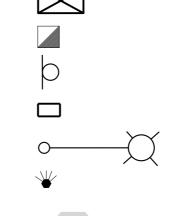
POLE								SCHEDULE
No.	ST <i>E</i> TYPE	ANDAR HGT.		LUM. M.A.	INDUCTION LUMINAIRE	PLACE A	MENT B	REMARKS
<b>(A)</b>	TYPE I-A	12′	N/A	N/A	N/A	*	*	ADD LED SIGN, PUSH BUTTON AND CONTROLLER
<b>®</b>	TYPE I-A	12′	N/A	N/A	N/A	*	*	ADD LED SIGN AND PUSH BUTTON.
0	EXISTING	EX.	N/A	N/A	85	*	*	EXISTING RELOCATED ORNAMENTAL PENDANT LIGHT

\* TO BE LOCATED AND MARKED IN THE FIELD BY THE CITY RESIDENT ENGINEER. \* PEDESTRIAN PUSH BUTTONS (PPB) SHALL CONFORM TO A.D.A. STANDARDS AND OPERATE WITH MANUFACTURERS COMPONENTS.



## <u> EGEND:</u>

EXISTING CONDITIONS SHOWN IN LIGHTER HALF-TONE: PROPOSED IMPROVEMENTS SHOWN IN DARKER FULL-TONE: SALVAGED AND REUSED/RELOCATED EQUIPMENT SHOWN DASHED:



\_\_-\_-

\_\_\_\_\_

CONTROLLER CABINET SERVICE METER, PEDESTAL, & FOUNDATION

TRAFFIC SIGN

ELECTRICAL PULLBOX / HAND HOLE

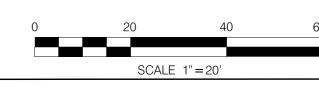
EXISTING STREET LIGHT

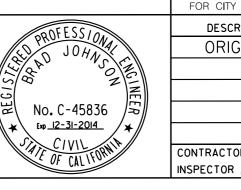
LED LIGHT FIXTURE

CURB RAMP- TYPE B 

> NEW ELECTRICAL CONDUIT WITH CONDUCTORS EXISTING ELECTRICAL CONDUIT WITH ADDED CONDUCTORS

POLE WITH YELLOW LED LIGHTED SIGN





LIGHTED CROSSWALK PLAN FOR POP-OUTS (2)/LIGHTED CROSSWALK ON GIRARD

CITY OF SAN DIEGO, CALIFORNIA Engineering and capital projects department SHEET 4 OF 4 SHEETS					wbs <u>B-10216</u>
FOR CITY ENGINEER	~_	12	2/19/12 DATE	)	SUBMITTED BY:  F. LASAGA  ASSOCIATE ENGINEER
DESCRIPTION		APPROVED	DATE	FILMED	R. HURTADO
ORIGINAL	FL/RH				PROJECT ENGINEER
					246-1683
					CCS27 COORDINATE
					1886444-6244407
					CCS83 COORDINATE
CONTRACTOR DATE STARTED INSPECTOR DATE COMPLETED					36371-4-D