

City of San Leandro

Meeting Date: May 16, 2016

Staff Report

File Number:	16-192	Agenda Section: CONSENT CALENDAR
		Agenda Number: 8.K.
TO:	City Council	
FROM:	Chris Zapata City Manager	
BY:	Keith Cooke Engineering & Transportation I	Director
FINANCE REVIE	EW: David Baum Finance Director	
TITLE:	Staff Report for a Resolution A on San Leandro Boulevard and	ccepting the Work for the Public Improvements I Polar Way

SUMMARY AND RECOMMENDATIONS

This public improvement included construction of a traffic signal system at the intersection of San Leandro Boulevard and Polar Way, improved driveway access over the existing Union Pacific Railroad tracks and installation of fiber optic conduit and concrete sidewalk along the facility's frontage.

Staff recommends the acceptance of the work by Chill Build, LLC, filing of the Notice of Completion, authorizing the City Manager to release the performance and payment bonds, and upon completion to the satisfaction of the City Engineer of the one-year maintenance period, to release the Maintenance Bond for the subject project.

BACKGROUND

As part of the entitlements for the construction of the Preferred Freezer facility at 400 Polar Way, the City required Chill Build, LLC (Chill Build) to mitigate the impacts of the new facility and make improvements to the proposed facility's frontage. Based on these requirements, Chill Build and the City entered into a public improvement agreement, which permitted Chill Build to comply with the project's impact mitigation measures.

Chill Build's public improvements to mitigate the impact of Preferred Freezer's facilities included the installation of a traffic signal system at the intersection of Polar Way and San Leandro Boulevard. Subsequent to installation, the City required interconnection of this traffic system with the City's traffic system network using its fiber network and coordination with the closest existing signal at Marina Boulevard. The improvements also reconfigured and realigned the raised medians at the subject intersection and created a left turn lane that delivery trucks now utilize upon exiting or entering the facility. Additionally, the improvements included the widening of Polar Way, which is the driveway access over the existing Union

Pacific railroad tracks, and construction of concrete sidewalk along the entire San Leandro Boulevard frontage of the facility. The original project also included the installation of a 350 linear foot soundwall on the east side of San Leandro Boulevard from Hudson Lane north. Unfortunately this wall could not be installed without acquisition of a three (3) foot easement onto adjacent residential properties due to the discovery of a high voltage underground power line at the public right-of-way property lines. The adjacent property owners declined the installation of the soundwall because of the required encroachment and resulting loss of use of a portion of their backyards. The City's Community Development Department has been working with the developer to administratively exclude from the original Conditions of Approval the soundwall installation from the project.

The incorporation of a traffic signal system at this intersection increases public safety and improves the ability for delivery trucks to quickly get onto arterial roadways. These roadways are designed and constructed to handle the type of loading associated with such trucks and thus, local streets will experience little or no impact from the operations of the facility. With the addition of fiber optic conduit and cables in this corridor, the City is now able to provide internet access to more businesses and residents in the area in and adjacent to the public improvements. Providers such as Lit San Leandro can utilize these conduits to extend their services to interested businesses in this corridor.

<u>Analysis</u>

The public improvement work is complete and in compliance with the public improvement agreement between the City and Chill Build. The City's Community Development Department is working with the developer to remove of the installation of the soundwall from the Conditions of Approval for the development. Chill Build submitted the maintenance bond, which guarantees the improvement for a period of twelve months from the date of recordation of the Notice of Completion.

Previous Actions

- On July 21, 2014, by Resolution No. 2014-082, the City Council authorized the City Manager to enter into a public improvement agreement with Chill Build, LLC for the public improvements at Polar Way and San Leandro Boulevard.
- On October 6, 2014, by Resolution No. 2014-109, the City Council authorized the City Manager to enter into a Memorandum of Understanding with Union Pacific Railroad for the modification of the railroad crossing at Polar Way.

Applicable General Plan Policies

The project conforms to the City's General Plan.

Environmental Review

This project is categorically exempt pursuant to subsection (c) of section 15301 of the California Environmental Quality Act (CEQA) Guidelines.

Board/Commission Review and Actions

The Board of Zoning Adjustment recommended the project for approval on September 6, 2007.

Summary of Public Outreach Efforts

Chill Build's contractor kept all surrounding businesses informed of changes in traffic flow during construction with hand-delivered notices and the use of advanced electronic message boards.

Fiscal Impacts

- There is no fiscal impact on the City resulting from this project.
- Chill Build paid for all costs to prepare and process plans and all construction and inspection costs.

ATTACHMENTS

- Public Improvement Agreement between City and Chill Build, LLC.
- Pictures of the completed project.

PREPARED BY: Austine Osakwe, Senior Engineer, Engineering and Transportation Department



Northbound San Leandro Blvd at Polar Way



Southbound San Leandro Blvd at Polar Way



Widened Polar Way – Looking East



Looking West onto Widened Polar Way

Pictures of Completed Public Improvements on San Leandro Boulevard and Polar Way

CITY OF SAN LEANDRO

STANDARD PUBLIC IMPROVEMENT AGREEMENT

THIS AGREEMENT, entered into on $\underline{July 21, 2014}$, by and between the CITY OF SAN LEANDRO, a municipal corporation of the State of California, hereinafter referred to as "City," and Chill Build, LLC hereinafter referred to as "Owner."

In consideration of the granting of certain entitlement of use described as follows: issuance of encroachment permits for the construction of public improvements, including installing a new easterly side of San Leandro Boulevard soundwall between 2325 and 2377 Cherry Street, construction of new sidewalk, construction of traffic signal system, and construction of a driveway access over existing Union Pacific Railroad tracks, including the system interconnect; as shown on the improvement plans titled, "Offsite Improvement Plans for 400 Polar Way, San Leandro, California", dated 22 April 2014; required to satisfy conditions of approval for Preferred Freezer project at 400 Polar Way, San Leandro, California, Assessor's Parcel Nos. 075 0087 008 00 and 075 0087 001 02 hereinafter referred to as "Project."

It is mutually agreed as follows:

<u>AGREEMENTS</u>

1. <u>Performance of Work</u>. Owner agrees to furnish, construct, and install at his own expense all required public improvements as shown on the plans prepared by Base Birge Engineering and identified as Public Improvement Plans for Offsite Improvements for 400 Polar Way, San Leandro, California, a copy of which is on file in the Office of the City Engineer and is incorporated herein by reference and all other improvements required by the City Engineer based upon the standards imposed by Title VII, Chapter 8 of the San Leandro Municipal Code of 1985 and the Standard Specifications adopted by the City of San Leandro for public works. Owner's costs shall include all necessary relocation of existing utilities. 2. <u>Work; Satisfaction of City Engineer</u>. All of the work on the required improvements is to be done at the places, with the materials, in the manner, and at the grades, all as shown upon the approved plans and specifications, and to the reasonable satisfaction of the City Engineer.

3. <u>Work; Inspections; Fees</u>. The City Engineer or his designee shall inspect all of the improvements made pursuant hereto to determine that they comply with all City regulations. Concurrently with the execution of this agreement, the Owner shall deposit with the City the sum of Fifty Thousand <u>DOLLARS</u> (\$50,000.00) to cover the cost of plan review and inspection of the improvements. Owner hereby agrees to increase the amount of the deposit to pay City the actual cost of inspection if such costs should exceed the original deposit.

4. <u>Modification for Unforeseeable Circumstances</u>. Owner reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, <u>providing</u> <u>written approval is first obtained from the City Engineer</u>. The City shall bear no responsibility whatsoever for work performed and rejected by the City Engineer. City reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. Owner shall pay City for all costs incurred in plan checking and inspection resulting from said modifications.

5. <u>Work: Time for Commencement and Performance</u>. City hereby fixes the time for the commencement of the required work to be on or before the 1st day of October 2014, and for its completion to be on the 30th day of September 2015. At least 15 calendar days prior to the commencement of work hereunder, Owner shall notify the City Engineer in writing of the date fixed by Owner for commencement thereof, in order that the City Engineer shall be able to provide services for inspection.

6. <u>Location of Construction Yard</u>. Owner agrees to locate any construction yard for the storage of equipment, vehicles, supplies and materials, or the preparation or fabrication thereof, to be used in connection with the installation of improvements for said project or the construction of buildings therein, in such a manner so as to cause a minimum of inconvenience to persons living in the areas immediately

Page 2 of 14

adjacent to said project, including installation of appropriate fencing and screening, and to obtain the approval of the City Engineer as to the proposed location and standards of maintenance of the yard. Immediately upon completion of the improvements to be constructed to which this agreement refers, Owner agrees to cease using the construction yard, clear the site and restore it to its original condition, and to remove therefrom all supplies, materials, equipment, or vehicles being stored or kept thereon. Owner agrees not to use the construction yard in connection with the installation of improvements or construction of buildings elsewhere. City may extend the time within which the construction yard may be used or within which supplies, materials, equipment or vehicles may be stored or kept thereon if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Owner to the City Engineer stating fully the grounds and facts relied upon for such extension.

7. <u>Rights-of-Way Free From Obstruction</u>. Owner agrees to keep and maintain all areas within the improved or partially improved public streets or public rights-of-way contiguous and adjacent to and within the hereinabove referred to Property, including streets being constructed and/or improved pursuant to this agreement, free and clear of all building materials, dirt, mud, sand, gravel, rocks, bricks, stones, shingles, roofing material, lumber, tool sheds, construction buildings and other similar items at all times during the improvement and construction of the improvement and all buildings and other structures within said project.

8. <u>Extension</u>. The dates for commencement and completion of the work of construction may be extended as herein provided. The City Engineer shall extend said dates for delays in said work actually caused by riots, strikes, lockouts, fires, earthquakes, flood and conditions resulting therefrom. Extension of said dates for any other cause shall be made only by the City Engineer. The City Engineer shall be the sole and final judge as to whether good cause has been shown to entitle Owner to an extension. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other requests for extension. 9. <u>Request for Extension; Granting</u>. Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for said extension, and shall be delivered to City in the manner hereinafter specified for services of notices. Extensions shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

10. Extension: No Release of Obligations. In the event it is deemed necessary by the City to extend the time of commencement or completion of the work to be done under this Agreement beyond the dates specified herein, such extension shall in no way release any guarantee given by Owner pursuant to this Agreement, or relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the term of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on the bond, and to waive notice of any such change, extension of time, alteration or addition to the specifications.

11. Extension; Condition. The granting of any extension may be conditioned upon Owner providing City with increased Inspection Fees, a cash deposit which sum is equal to one hundred percent (100%), of the estimated cost of constructing the required improvements, and new or amended surety bonds in amounts increased to reflect increases in the cost of constructing the required improvements that have occurred prior to the granting of the extension, and the cost of additional inspection services.

12. <u>No Waiver by the City, Final Acceptance</u>. Inspection of the work and/or materials, or approval of work and/or materials inspected, use of the work by the public as public right-of-way, or statement by any officer, agent, or employee of the City indicating the work complies with the requirements of this Agreement, shall not relieve the Owner from the obligation to fulfill the Agreement as prescribed herein. Acceptance of any part or stage of said improvements shall not be final until a written notice of acceptance of all the improvements shall have been delivered to Owner.

13. <u>Improvement Security</u>. Concurrently with the execution hereof Owner shall furnish City:

(a) Improvement security in the sum of <u>Three Hundred Fifty Thousand DOLLARS</u> (\$350,000.00), which sum is equal to one hundred percent (100%), of the estimated cost of constructing the required improvements and the cost of any other obligation to be performed by Owner hereunder, securing the faithful performance of this Agreement.

(b) Separate improvement security in the sum of <u>Three Hundred Fifty Thousand</u> <u>DOLLARS (\$350,000.00)</u>, which sum is equal to one hundred percent (100%) of the estimated cost of constructing the required improvements, security payment to the contractor, his subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the required improvements, and for the payment of amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with the installation of such improvements. The form of the improvement security shall be subject to the approval of the City Attorney. Improvement security shall be reduced or released by City only in the manner provided by the City Engineer. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.

14. <u>Maintenance Security</u>. Concurrently with the execution hereof Owner shall furnish the City a maintenance and repair security in a form acceptable to the City Engineer in the amount of <u>Thirty-Five Thousand DOLLARS (\$35,000.00</u>), to guarantee that all areas to be improved are free from defect for a period of one year after initial acceptance of entire work by the City. In the event Owner fails, neglects or refuses to maintain said areas, City is hereby authorized to expend all or any portion of said deposit during construction and during the one year maintenance period to accomplish the above.

15. <u>Hold Harmless Agreement</u>. Owner hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees harmless from and against any or all loss, liability, expense, claim, costs, suits, damages of every kind, nature and description directly or indirectly arising from the performance of the work from Owner, Owner's contractors', subcontractors', agents' or employees' operations under this Agreement. Owner agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

(a) That City does not, and shall not, waive any rights against Owner which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in paragraph 16 hereof.

(b) That the aforesaid hold harmless agreement by Owner shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. <u>Owner's Insurance</u>. Concurrently with the execution hereof, Owner shall obtain or cause to be obtained and filed with the Risk Manager, all insurance required under this paragraph, and such insurance shall have been approved by the Risk Manager of City, as to form, amount and carrier. Prior to the commencement of work under this Agreement, Owner's general contractor shall obtain or cause to be obtained and filed with the Risk Manager, all insurance required under this paragraph, and such insurance shall have been approved by the Risk Manager of City, as to form, amount and carrier. Owner shall not allow any contractor or subcontractor to commence work on this contract or subcontract until all insurance required for Owner and Owner's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of work under this Agreement and the final acceptance thereof by City. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

(a) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:

Page 6 of 14

- Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
- Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
- (b) <u>Minimum Limits of Insurance</u>. Owner shall maintain limits no less than:
 - General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Owner

shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- (d) <u>Other Insurance Provisions</u>. The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages.
 - a. The City, its officers, agents, officials, employees and volunteers shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the owner; products and completed operations of the Owner, premises owned, occupied or used by the Owner, or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The Owner's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Owner's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - d. The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Owner for the City.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

- (e) <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- (f) <u>Verification of Coverage</u>. Owner shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The City reserves the right to modify these insurance requirements as the best interests of the City dictate.
- (g) <u>Subcontractors</u>. Owner and/or Owner's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17. <u>Title to Improvements</u>. Title to, and ownership of, all improvements constructed hereunder by Owner shall vest absolutely in City, upon completion and acceptance of such improvements by City unless otherwise provided.

18. Repair or Reconstruction of Defective Work. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Owner guarantees all work executed by Owner and/or Owner's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one year after initial acceptance of the entire work by City. Owner shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Owner further covenants and agrees that when defects in design, workmanship and materials actually appear during the guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year to insure that such defects have actually been corrected.

In the event the Owner shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and Owner shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately repair, or cause to be repaired, such defect, and Owner shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the sole discretion and judgment of City. If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Owner shall pay, in addition to actual costs and expenses of such repair or work, fifty percent (50%) of such costs and expenses for overhead and interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

19. <u>Owner Not Agent of City</u>. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of City in connection with the performance of Owner's obligations under this Agreement.

20. Notice of Breach and Default. If Owner refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Owner should be adjudged as bankrupt, or should make a general assignment for the benefit of Owner's creditors, or if a receiver should be appointed, or if Owner, or any of Owner's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the City Engineer may serve written notice on Owner and Owner's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of Owner.

21. <u>Breach of Agreement; Performance by Surety or City</u>. In the event of any such notice of breach of this Agreement, Owner's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Owner and Owner's surety shall be liable to City for any damages and/or reasonable and documented excess costs occasioned by City thereby; and, in such event, City, without liability for so doing, may take possession of,

Page 11 of 14

and utilize in completing the work, such materials, appliances, plant and other property belonging to Owner as may be on the site of the work and necessary therefor.

22. <u>Notices</u>. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Clerk, Civic Center 835 E. 14th Street San Leandro, CA 94577

Notices required to be given to Owner shall be addressed as follows:

Chill Build, LLC 6831 E. 32nd Street, Ste. 300 Indianapolis, IN 46226

Notices required to be given surety of Owner shall be addressed as follows:

Cincinnati Insurance Company c/o M-J Insurance, Inc. 9225 Priority Way West Dr., Ste. 100 Indianapolis, IN 46240

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

23. <u>Recordation of Abstract</u>. Concurrently with the execution of this Agreement, Owner has executed and has caused to be acknowledged an abstract of this Agreement. Owner agrees City may record said abstract in the Official Records of Alameda County.

24. <u>Assignment</u>. This Agreement will not be assigned without the prior written consent of

City.

25. <u>Additional Terms and Conditions</u>. This Agreement is subject to the following additional terms and conditions, if any:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year

herein above written.

CITY OF SAN LEANDRO, a Municipal Corporation

Dated: July 23, 2014

By:

 ω Chris Zapata

City Manager

company

m By Signature eru Print name rinager

CHILL BUILD, LLC, an Indiana limited liability

Dated: June 9, 2014

Approved as to Form:

Richard Pio Roda, City Attorney

ACKNOWLEDGMENT

State of: Indiana

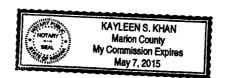
County of: Marion

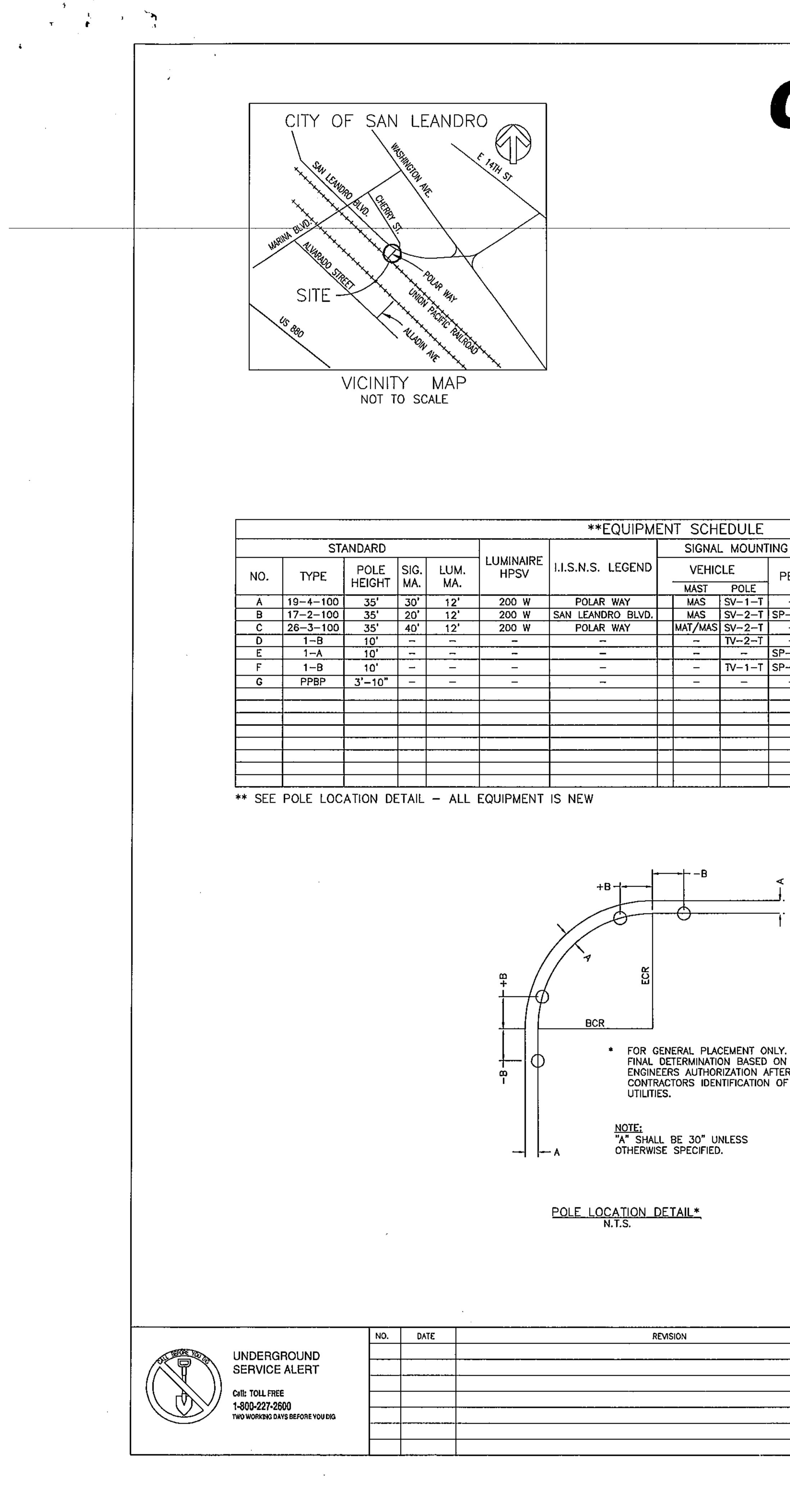
On <u>Sunequility</u>, before me, <u>Kayleen S. Khen</u>, Notary Public personally appeared <u>Cary Edwards</u> who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Indiana that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

S.Kh





CITY OF SAN LEANDRO **INTERSECTION SIGNALIZATION PLAN** SAN LEANDRO BLVD. AND POLAR WAY SAN LEANDRO, CA

	T SCH			050 01			100	
	SIGNAL	. MOUNT	ING	RED PUSH BTN		POLE LOC.		REMARKS
LEGEND	VEHIC		PED.	PHASE	ARROW	А	В	
	 MAST	POLE						
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DRO BLVD.	MAS		SP-1-T	8		<u>2.5'</u>	-	
RWAY	MAT/MAS	SV-2-T	—	-		2.5'	-	
- (-	TV-2-T	—		<u> </u>	2.5'	3'	
_	 	-	SP-1-T	2		2.5'	37'	
	 —	TV-1-T	SP-2-T	2,8		2.5'	31'	
-	_	_		8		5'	31'	
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CONDUCTOR AND CONDUIT SCHEDULE								
AWG OR CABLE	CONDUCTOR	\square	2	$\boxed{3}$	4	5	6	
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	ø2	6	3	3	3	3		
	ø6	6					3	6
	ø8	9	3	3			3	6
	Ø2P	4	4	4	2	2		
#14	Ø8P	4	2	2				2
"	ø2PPB	3	2	2	1			
	Ø8PPB	2	1	1				1
	PED NUETRAL	2	1	1	1			1
	SPARES	6	3	3	3	3	3	3
	TOTAL #14	45	19	19	10	8	12	22
	IISNS	2					2	2
#10	LUMINAIRE	2					2	2
#10	SIGNAL NUETRAL	2	1	1	1	1	1	1
	TOTAL #10	6	1	1	1	1	5	5
	ø1 .	1					1	1
VIDEO	ø2	1						
DETECTION	Ø6	1					1	1
CABLE #8	¢8	1						
	TOTAL #8	4					2	2
CON	NDUIT SIZE	2-3*	2"	2"	2"	2"	2"	2"
% CC	NDUIT FULL	9	13	13	10	6	16	22

- ENGINEERS AUTHORIZATION AFTER CONTRACTORS IDENTIFICATION OF

REVISION	APP'D	LOCE SC	DATE 3-6-2014	CIVIL ENGINEER	DEVELOPER	
		No. 64232	DESIGNED BY	PREPARED BY:		
		₩ No. 64232 ₩ EXP. 06/30/15	DRAWN BY MPM	EVALUE + birge		0
		DATE	-	600 North Mountain Avenue #B204 Upland. CA 91786 P: 909-579-0842 F: 909-579-0804 www.base-architecture.com	VICTORY UNLIMITED CONSTRUCTION	

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- TRAFFIC SIGNAL GENERAL NOTES:

- REQUIREMENTS OF PG&E.

INDEX OF SHEETS;

- COVER SHEET INTERSECTION SIGNALIZATION PLAN

ALL SIGNAL WORK SHALL BE DONE IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF SAN LEANDRO STANDARD PLANS AND SPECIFICATIONS, CALTRANS STANDARD PLANS AND SPECIFICATIONS, CALIFORNIA MUTCD, AND SPECIAL PROVISIONS.

THE LOCATION OF THE EXISTING UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE RESPECTIVE UTILITY COMPANIES AND AFFECTED AGENCIES FOR VERIFICATION OF LOCATION AND DEPTHS OF EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48 HOURS PRIOR TO DOING ANY WORK. TELEPHONE 1-800-227-2600 OR 811.

3. ALL WORK RELATED TO ELECTRICAL SERVICE SHALL BE IN CONFORMANCE WITH THE

4. THE CONTRACTOR SHALL NOTIFY THE CITY OF SAN LEANDRO TRANSPORTATION DIVISION PRIOR TO COMMENCING WORK TO ESTABLISH LOCATIONS FOR ALL TRAFFIC SIGNAL FACILITIES.

5. ALL PULL BOXES SHALL BE NO. 5 UNLESS NOTED OTHERWISE ON PLANS. PULL BOXES SHALL NOT BE INSTALLED IN CURB RAMPS. PULL BOXES SHALL BE INSTALLED IN CONDUIT RUNS AT A MAXIMUM SPACING OF 200'.

6. ALL PEDESTRIAN BUTTONS SHALL COMPLY WITH ADA REQUIREMENTS.

7. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST VERSION OF THE CALIFORNIA MUTCO FOR CONSTRUCTION AND MAINTENANCE WORK ZONES.

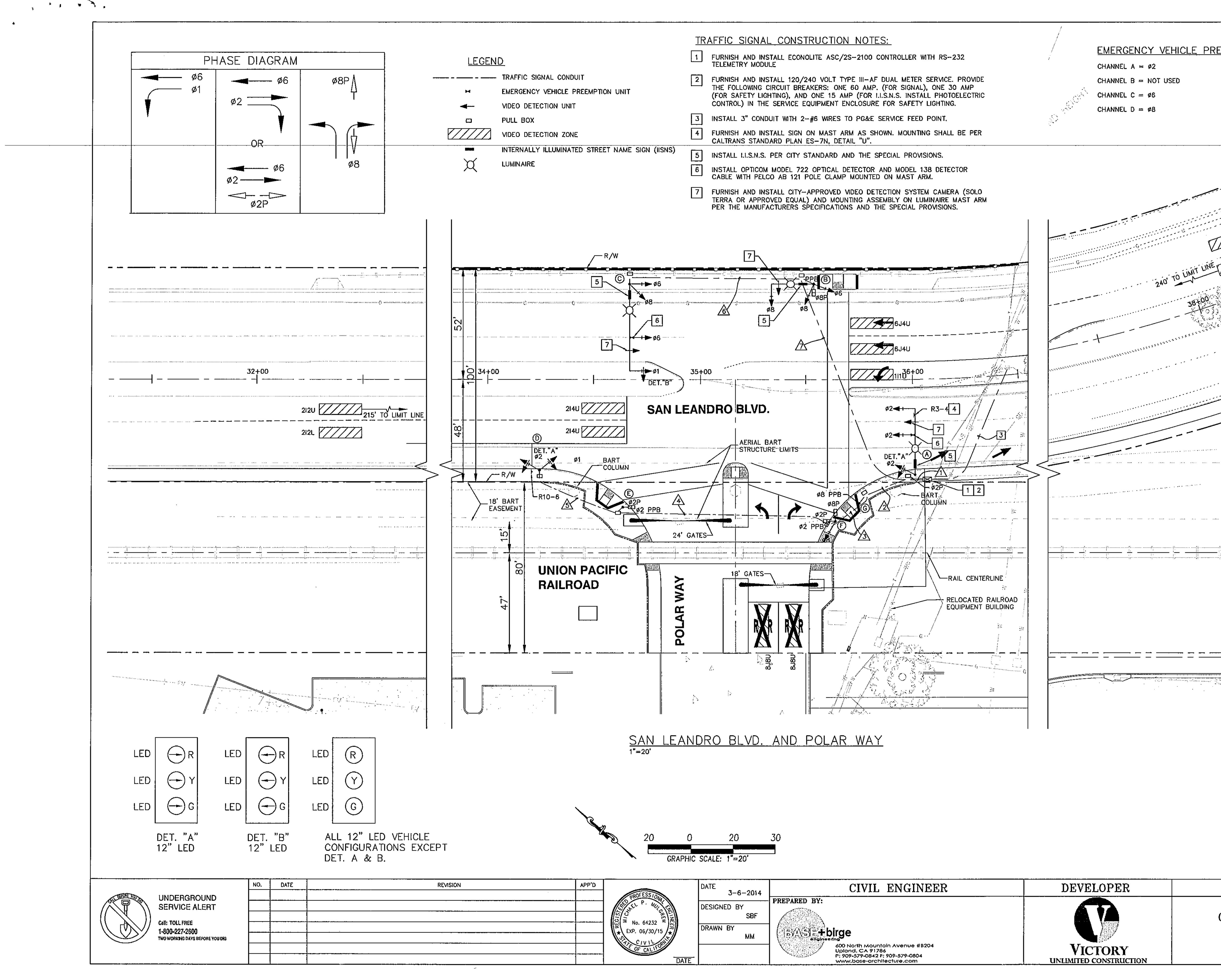
8. REMOVAL OF ALL EXISTING SIGNING AND STRIPING FOUND TO BE IN CONFLICT WITH THESE PLANS, WHETHER OR NOT SPECIFICALLY INDICATED ON THESE PLANS, SHOULD BE CONSIDERED AS PART OF THE WORK TO BE PERFORMED.

THESE PLANS HAVE BEEN REVIEWED AND APPL FOR CONSTRUCTION. BY THE CITY OF SAN LEA	
BY RCE DA XXXX XXXX, CITY ENGINEER CITY OF SAN LEANDRO	TE
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CITY OF SAN LEANDRO	SHEET
TRAFFIC SIGNAL PLAN	1
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SAN LEANDRO, CA

SUBMITTAL DATE22-Apr-2014

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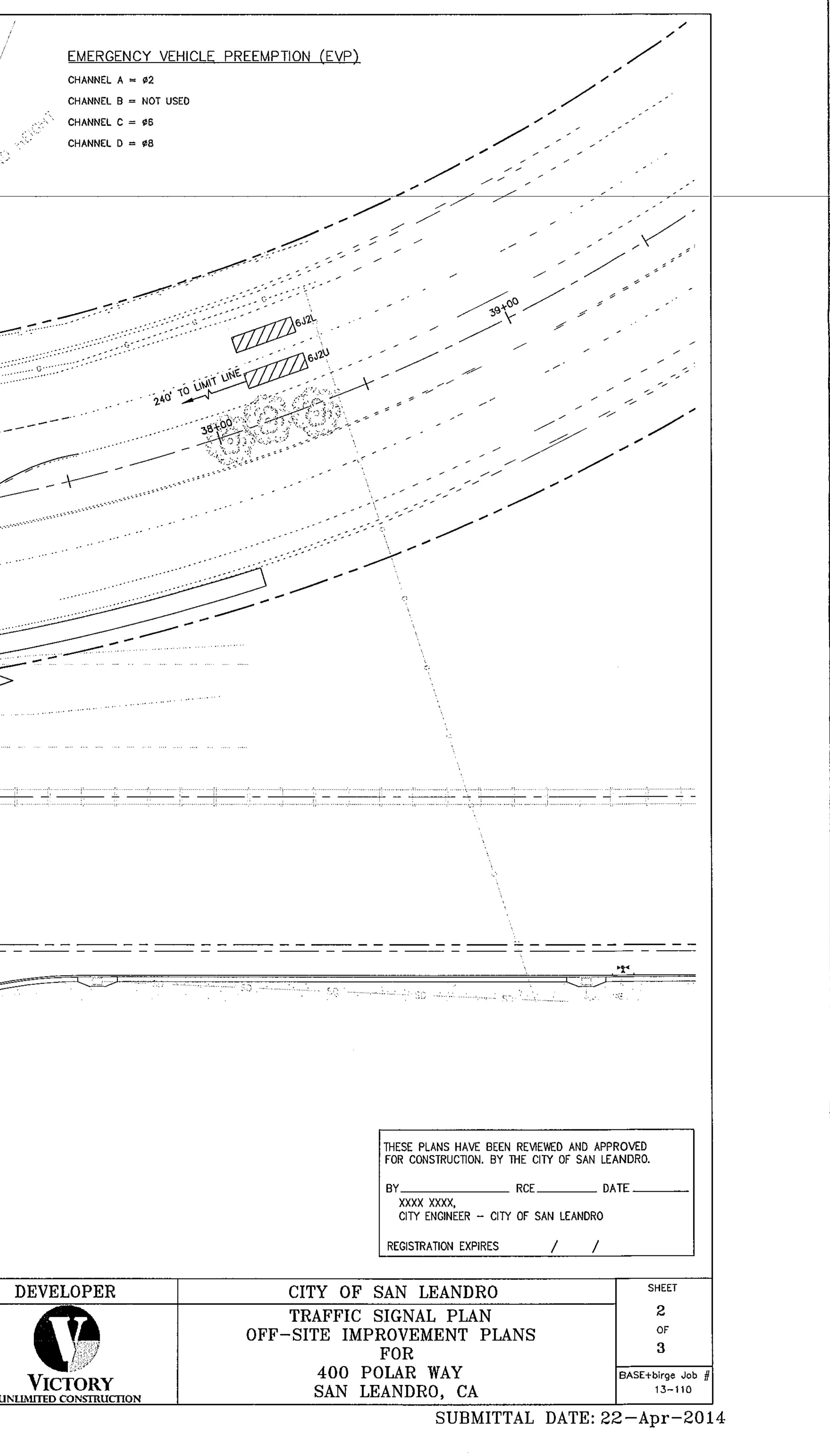




EMERGENCY VEHICLE PREEMPTION (EVP)

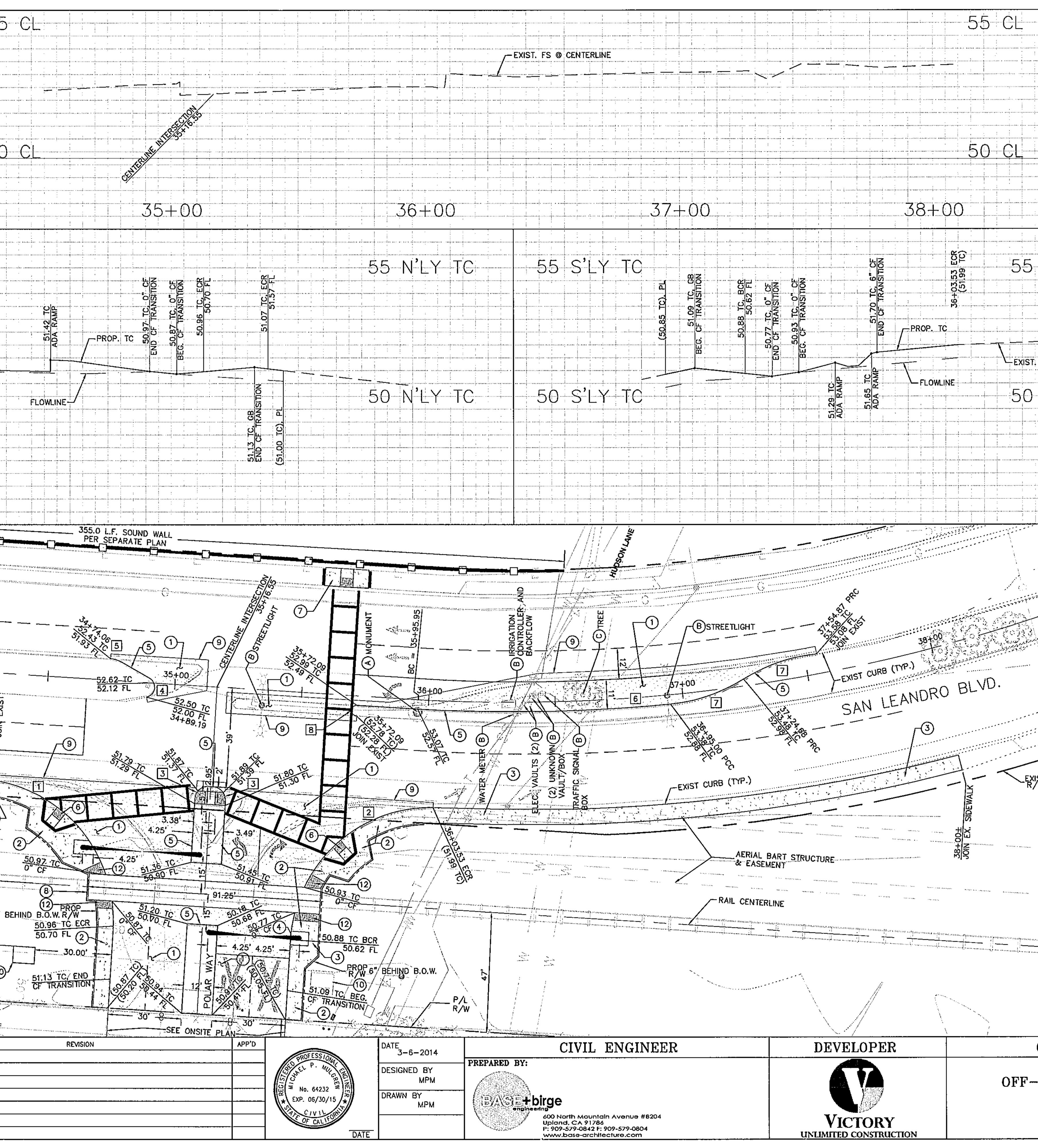
CHANNEL A = $\emptyset 2$ CHANNEL B = NOT USEDCHANNEL C = $\phi 6$ CHANNEL D = $\phi 8$

CIVIL ENGINEER	DEVELOPER	
BY: + birge engineering 600 North Mountain Avenue #8204		(
Upland. CA 91786 P: 909-579-0842 F: 909-579-0804 www.base-architecture.com	UNLIMITED CONSTRUCTION	



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City of San Leandro

Meeting Date: May 16, 2016

Resolution - Council

File Number:	16-193	Agenda Section: CONSENT CALENDAR
		Agenda Number:
TO:	City Council	
FROM:	Chris Zapata City Manager	
BY:	Keith Cooke Engineering & Transportation Di	irector
FINANCE REVIE	EW: David Baum Finance Director	
TITLE:	and San Leandro Boulevard (pro Build, LLC., filing the Notice of C	ork for the Public Improvements on Polar Way ovides for accepting the work done by Chill Completion, releasing the performance and he maintenance bond upon completion of the

WHEREAS, pursuant to a public improvement agreement between the City of San Leandro and Chill Build, LLC., approved on July 21, 2014, by Resolution No. 2014-082, Chill Build, LLC constructed public improvements on Polar Way and San Leandro Boulevard; and

WHEREAS, said work was completed in accordance with the plans and specifications and to the satisfaction of the Engineering and Transportation Director, who therefore recommends that said work be accepted by the City Council.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That the work hereinbefore described is hereby accepted; and

2. That the City Clerk is hereby directed to file a Notice of Completion on said project; and

3. That the bonds heretofore given for performance and payment of said conditions are hereby discharged and exonerated from further liability when the statute of limitations expires after the recording of the Notice of Completion; and

4. That upon completion of the one-year maintenance period established pursuant to said contract, and to the satisfaction of the Engineering and Transportation Director, the City Manager is hereby authorized to release the maintenance bond heretofore given for maintenance of the work hereinbefore described.