

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Tuesday, November 15, 2016

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Graciela Ortiz
Mayor

Marilyn Sanabria
Vice Mayor

Jhonny Pineda
Council Member



Karina Macias
Council Member

Valentin Palos Amezcuita
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of Public Comment.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Graciela Ortiz
Vice Mayor Marilyn Sanabria
Council Member Valentin Palos Amezcuita
Council Member Karina Macias
Council Member Jhonny Pineda

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS AND ANNOUNCEMENTS

Musical Performance courtesy of Ms. René Rowland's class from Huntington Park Elementary School

"Certificates of Recognition" to Huntington Park Police Department Life Saving Heroes

Presentation to Parents of Exceptional Children

Presentation by Centro Medico Huntington Park

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this regular meeting agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
California Charter Schools Association v. City of Huntington Park, et al.
(Case no. BS 166035)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. Approve Minute(s) of the following City Council Meeting(s):

1-1 Regular City Council Meeting held Tuesday, November 1, 2016.

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated November 15, 2016

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

3. Continued from the November 1, 2016, Regular City Council Meeting - Ordinance Granting the Transfer of Ordinance No. 353-NS to Torrance Pipeline Company LLC, (Successor-in-Interest to ExxonMobil Oil Corporation)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 2016-951 granting the transfer of the ExxonMobil Oil Corporation Ordinance No. 353-NS to Torrance Pipeline Company LLC, for the use and maintenance of an existing underground pipeline; and
2. Schedule the adoption of Ordinance No. 2016-951, as described above, for the December 6, 2016, City Council meeting.

REGULAR AGENDA (Continued)

COMMUNITY DEVELOPMENT

4. Approve Second Amendment to Affordable Housing Agreement with Oldtimers Housing Development Corporation-IV for Middleton Place Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve a Second Amendment to Affordable Housing Agreement with Oldtimers Housing Development Corporation-IV for the construction of a residential project located at 6614 & 6700 Middleton Street (Middleton Place Project);
2. Direct staff to work with legal counsel to complete the second amendment to the Agreement, which will reflect the revisions discussed in the staff report; and
3. Authorize the City Manager to execute the Agreement and all documents required as part of the Project in a form approved by legal counsel.

PUBLIC WORKS

5. Requesting Direction Regarding Caltrans Active Transportation Program – State Street Complete Street Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Review the State Street Complete Street Project Status and Program Requirements;
2. Direct Staff regarding City Council's desired project and program direction. The options are as follows;
 - a. Authorize staff to proceed with the project and bring forth a recommendation for awarding a project construction agreement on December 6, 2016 or December 20, 2016; or
 - b. Authorize staff to inform Caltrans that the city no longer wishes to proceed with the project and release the funds; or
 - c. Direct staff to appeal to the California Transportation Commission to allow for a project modification. Then bring the item back to Council for action by December 31, 2016 should a decision be arrived at prior to then, otherwise, inform Caltrans that the City no longer wishes to proceed with the project and release the funds.

PUBLIC WORKS (Continued)

- 6. An Ordinance Amending Ordinance No. 747-NS Updating the City of Huntington Park Municipal Code, Title 7, Chapter 10, Entitled "Construction and Demolition Material Waste Management Plan" to Comply with the State of California Building Standards (CalGreen)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive first reading and introduce Ordinance No. 2016-953, Amending Ordinance No. 747-NS, Updating the City of Huntington Park Municipal Code Title 7, Chapter 10, Entitled "Construction and Demolition Material Waste Management Plan;" and
2. Schedule the second reading and adoption of said Ordinance for the December 6, 2016 City Council meeting.

PARKS AND RECREATION

- 7. Resolution Approving the Application for Grant Funds to the Youth Soccer and Recreation Development Program to Resurface the Commonly Used Basketball Courts Located at Salt Lake Park to Continue Providing Connectivity and Physical Activity Opportunities for the Community**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2016-51, approving the application for grant funds to the Youth Soccer and Recreation Development Program to resurface the commonly used outdoor basketball courts located at Salt Lake Park; and
2. Authorize the Director of Parks and Recreation to execute and submit all related grant application documents.

POLICE

- 8. Approve the 2016-2017 Selective Traffic Enforcement Program (STEP) Grant Agreement**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$70,000.00;
2. Authorize the Chief of Police, Finance Director, and Grant Director (Traffic Lieutenant) to execute the Standard Agreement for FY 2016-2017 for Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Appropriate the amount of \$70,000.00 in the City's FY 16-17 Budget for the overtime, travel and supplies specified within this report.

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Karina Macias

Council Member Jhonny Pineda

Vice Mayor Marilyn Sanabria

Mayor Graciela Ortiz

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, December 6, 2016, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted within 72 hours at City of Huntington Park City Hall and made available at www.hpca.gov on the 10th of November 2016.


Donna G. Schwartz, CMC, City Clerk

MINUTES

Regular Meeting of the
City of Huntington Park City Council
Tuesday, November 1, 2016

Sergeant at Arms read the Rules of Decorum

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:02 p.m. on Tuesday, November 1, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezquita, Jhonny Pineda, Karina Macias, and Mayor Graciela Ortiz. ABSENT: Vice Mayor Marilyn Sanabria. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Cosme Lozano, Chief of Police; Manuel Acosta, Economic Development Manager; Martha Castillo, Human Resources; Jan Mazyck, Interim Finance Director; Director Michael Ackerman, Acting Public Works Director/City Engineer, and Donna Schwartz, City Clerk. STAFF ABSENT: Josette Espinosa, Director of Parks and Recreation.

INVOCATION

The invocation was led by Mayor Ortiz.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Damaris Bulux, Miles Avenue Elementary School.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented a "Certificate of Appreciation" to Damaris Bulux for leading the Pledge of Allegiance.

Continued to the next Regular City Council Meeting: Commission Update

Council presented a proclamation proclaiming November 7-11, 2016, as "National Key Club Week" to students of Huntington Park and Linda Marquez High School and members of the Kiwanis Club.

PUBLIC COMMENT

1. Javier Acosta, spoke in regards to parking issues on Seville and citations received.
2. Raul Rodriguez, stated he will keep attending meetings until the two commissioner appointments are removed, commented on the invocation, spoke in opposition to Council, held up a poster, asked that Council and City Attorney do the right thing, remarked violation of Constitution and people not voting for candidates.
3. Jose Parra, Huntington Park Library, announced Library programs: November National American Month, geology program on Saturday, every Tuesday family movies, every Thursday family meetings and a public health event the next day.
4. George Franco, commented on trash not being collected on the North side of Huntington Park, no parking on 61st Street and tickets issued, noted residents are not parking in their driveways, residents parking in areas for days and are not receiving tickets, windows being shot at in his neighborhood, noted areas where curbs are painted red, asked that code enforcement enforce the codes and commented on people selling on the corners.
5. Rodolfo Cruz, commented on trees being trimmed, crime being high in Central America and Mexico, young kids smoking drugs and being the future of Huntington Park, and spoke in opposition of Council.
6. EJ Ramirez, feels We the People instead of complaining go out to the streets and change minds, commented on staff being recognized when they do things right

and wrong and feels parking should be resolved, asked Council to be cordial with each other and agrees with moratorium.

7. Janet West, commented on Council appointments, Presidential election, FBI, comments by Trump and Council advocating for policies that benefit citizens.
8. Vaughn Becht, commented on the two appointments and held up a poster.
9. Mike McCain, feels the city is \$350 million dollars in debt as well as the Country and the State, noted illegal border crossing, asked Council to do jobs right, and referenced a comment by Donald Trump.
10. Robin Hvidston, commented on invocation honoring Veterans, nation of laws, law breaking, an illegal act, lawlessness, and asked to rescind the two appointments and replace them with citizens.
11. Valentin Amezcuita, commented on State Propositions, supports public education which includes charter schools,.....

At 6:55 p.m. Council Member Pineda left the Chambers.

Mayor announced a quorum was lost.

City Attorney Alvarez-Glasman stated it's at the Mayor's discretion to either wait or recess.

At 6:57 p.m. Council Member Pineda returned to the Chambers.

11. Valentin Amezcuita, continued....asked to support propositions, commented on support for Measure "M" stating it is good for jobs and economic development and commented on the proposition legalizing marijuana which he does not support.

STAFF RESPONSE

Mayor Ortiz asked Chief Lozano to contact Mr. Acosta regarding issues on Seville. Mayor Ortiz asked City Manager Cisneros to obtain the information from Mr. Parra regarding the programs that the Library puts on and to add to the city's marquee. Mayor Ortiz asked City Manager Cisneros to follow-up with UPW regarding issue on 61st Street.

Council Member Pineda clarified the red curbs in his neighborhood stating these curbs were painted many years ago when he was in high school.

CLOSED SESSION

At 6:59 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Public Works
2. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Community Development
3. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City
Manager
Employee Organization: Police Officers Association (POA)

At 10:24 p.m. Mayor Ortiz reconvened to open session. All Council Members present with the exception of Vice Mayor Sanabria ABSENT

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced Council discussed closed session Items 1 and 2, no reportable action and that City Council wishes to move forward with open agenda with the exception of agenda items 4 and 5 which will be deferred until after Council recesses from closed session later in the agenda. Item 3 was not discussed at this time.

CONSENT CALENDAR

Council Member Pineda requested an amendment to the Minutes regarding his name should appear under the appointments motion as making no appointment at this time.

Motion: Council Member Pineda motioned to approve consent calendar items with requested amendment to Minutes, seconded by Council Member Macias. Motion passed 3-1-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): Amezcua
ABSENT: Council Member(s): Vice Mayor Sanabria

OFFICE OF THE CITY CLERK

1. Approved Minute(s) of the following City Council Meeting(s):
1-1 Regular City Council Meeting held Tuesday, October 18, 2016.
2. Adopted Resolution No. 2016-49, Authorizing and Approving the Destruction of Certain Business Records no Longer Required.

FINANCE

3. Approved Accounts Payable and Payroll Warrants dated November 1, 2016.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY COUNCIL

Items 4 and 5 moved to after the second closed session after regular agenda.

FINANCE

6. **Ordinance Granting the Transfer of Ordinance No. 353-NS to Torrance Pipeline Company LLC, (Successor-in-Interest to Exxon Mobile Oil Corporation)**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Waive further reading and introduce Ordinance No. 2016-951 granting the transfer of the ExxonMobil Oil Corporation Ordinance No. 353-NS to Torrance Pipeline Company LLC, for the use and maintenance of an existing underground pipeline; and
2. Schedule the adoption of Ordinance No. 2016-951, as described above, for the November 15, 2016, City Council meeting.

City Manager Cisneros introduced Interim Finance Director Jan Mazyck who presented the item.

Motion: Mayor Ortiz motioned to continue item to the next regular City Council Meeting of November 15, 2016, for further negotiations, form an Ad Hoc Committee and appoint

Council Members Macias and Pineda with Mayor Ortiz as an alternate, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Sanabria

7. Authorization to Enter into a Master Services Agreement with LANWAN Enterprises Inc. for the Provision of Information Technology Support Services

City Manager Cisneros introduced the item.

Motion: Mayor Ortiz motioned to award the Master Services Agreement to LANWAN Enterprises Inc. for the provision of support services related to the operations and maintenance of the City, including the Police Department (the "City") information technology (IT) infrastructure, as submitted to the city and authorize the City Manager to negotiate and execute a proposed agreement with LANWAN Enterprises Inc. in a total not-to-exceed amount of \$825,000 for a three-year period with equal, annual appropriations that align with the effective date of the agreement, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Sanabria

PUBLIC WORKS

City Manager Cisneros introduced the item and Acting Public Works Director/City Engineer Michael Ackerman who presented the report.

8. Approve Pacific Boulevard Improvements Project and Construction Management Contract Change Orders 1 and 2

Motion: Mayor Ortiz motioned to approve and authorize the City Manager to execute, the attached Change Order No. 1-1 Deductive Items, in the amount of (\$2,750,885.08), 1-2 Additive Items in the amount of \$1,503,492.32, and 2 Additive Items in the amount of \$4,940.04. The contract amount with Interlog HYM Engineering will decrease from \$3,730,511.29 to \$2,488,058.57 and approve the 1st Amendment to the construction management contract in the amount of \$83,415. The contract amount with AIM Consulting Services increases from \$141,600 to \$225,015, seconded by Council Member Macias. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Sanabria

9. Award Contract for Design of the Safe Routes to School (SR2S) Middleton Street Elementary School Project

City Manager Cisneros introduced the item and Acting Public Works Director/City Engineer Michael Ackerman who presented the report.

Council Member Amezquita disclosed he would abstain from voting due to a conflict of interest caused by his family owning property near the proposed improvements.

Motion: Mayor Ortiz motioned to award contract to the most qualified bidder for design of the Safe Routes to School (SR2S) Middleton Street Elementary School Project,

authorize the City Manager or designee to execute the contract and approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project, seconded by Council Member Pineda. Motion passed 3-0-1-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Sanabria
ABSTAINED: Council Member(s): Amezcuita

10. Resolution Authorizing the Acceptance and Appropriation of the 2013 Call for Projects Grant from Metro for the Downtown Huntington Park “I-Park” System Implementation Project

City Manager Cisneros introduced the item and Acting Public Works Director/City Engineer Michael Ackerman who presented the report.

Mayor Ortiz requested that the RFP, before going out, be reviewed by Council.

Motion: Council Member Macias motioned to adopt Resolution No. 2016-50, Authorizing the Acceptance and Appropriation of the 2013 Call for Projects Grant from Metro for the City of Huntington Park Downtown “I-Park” System Implementation Project and authorize the Public Works Department to advertise for bids, seconded by Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Sanabria

OFFICE OF THE CITY MANAGER

11. Approve Memorandum of Understanding (MOU) Opt-In Program for the 2017 Greater Los Angeles Homeless Street Count

City Manager Cisneros introduced the item.

Motion: Council Member Macias motioned to approve the Memorandum of Understanding (MOU) with the Los Angeles Homeless Services Authority for the 2017 Greater Los Angeles Homeless Street Count and authorize the Mayor to execute the MOU, seconded by Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): None
ABSENT: Council Member(s): Vice Mayor Sanabria

END OF REGULAR AGENDA

CLOSED SESSION ITEM 3 (Continued)

At 10:50 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. PUBLIC EMPLOYEE EMPLOYMENT

Government Code Section 54957(b)(1) -
Title: Director of Public Works

2. PUBLIC EMPLOYEE EMPLOYMENT
Government Code Section 54957(b)(1) -
Title: Director of Community Development
3. CONFERENCE WITH LABOR NEGOTIATOR
(Government Code Section 54957.6(a)) - Regarding Represented Employees
City's Designated Representative(s) for Negotiations: Edgar Cisneros, City
Manager
Employee Organization: Police Officers Association (POA)

At 11:23 p.m. Mayor Ortiz reconvened to open session. All Council Members present with the exception of Vice Mayor Sanabria ABSENT.

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Alvarez-Glasman announced Council discussed closed session Items 3, no action taken, nothing to report. Items 1 and 2 related to open sessions 4 and 5.

REGULAR AGENDA ITEMS 4 AND 5 (CONTINUED)

CITY COUNCIL

4. Consideration of Appointment for the Position of Director of Public Works and Authorization of Mayor to Execute the Employment Agreement

Motion: Council Member Pineda motioned to appoint **Daniel Hernandez** for the position of Director of Public Works and authorize the Mayor to execute the Employment Agreement, upon acceptance of position, and subject to and conditioned upon the successful completion of a medical evaluation and background check, seconded by Council Member Macias. Motion passed 3-1-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): Amezquita
ABSENT: Council Member(s): Vice Mayor Sanabria

5. Consideration of Appointment for the Position of Director of Community Development and Authorization of Mayor to Execute the Employment Agreement

Motion: Council Member Macias motioned to appoint **Sergio Infanzon** for the position of Director of Community Development and authorize the Mayor to execute the Employment Agreement, upon acceptance of position, and subject to and conditioned upon the successful completion of a medical evaluation and background check, seconded by Mayor Ortiz. Motion passed 3-1-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Pineda, Macias, and Mayor Ortiz
NOES: Council Member(s): Amezquita
ABSENT: Council Member(s): Vice Mayor Sanabria

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

At 11:34 p.m. Council Member Macias motioned to adjourn the meeting, seconded by Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

AYES:	Council Member(s): Amezquita, Pineda, Macias, and Mayor Ortiz
NOES:	Council Member(s): None
ABSENT:	Council Member(s): Vice Mayor Sanabria

COUNCIL COMMUNICATIONS - None

ADJOURNMENT

At 11:34 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, November 15, 2016, at 6:00 P.M.

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

City of Huntington Park List of Funds

Fund	Description	Fund	Description
111	General Fund	237	Community Planning
112	Waste Collection/Disposal	239	Federal CDBG Fund
114	Spec Events Contrib Rec	240	HUD EZ/EC Soc Sec Block
115	Contingency Fund	242	HUD Home Program
120	Special Revenue DNA ID	243	HUD 108 B03MC060566
121	Special Revnu Welfare Inm	245	EPA Brownfield
150	Emergency Preparedness	246	LBPHCP-Lead Base
151	Economic Development	247	Neighborhood Stabilization
201	Environmental Justice	248	Homelessness Prevention
212	P & R Grants	252	ABC
213	Park Facilities	275	Successor Agency
214	Recreation Field Charter	283	Sewer Maintenance Fund
216	Employees Retirement Fund	285	Solid Waste Mgmt Fund
217	OPEB	286	Illegal Disposal Abatemnt
219	Sales Tax-Transit Fund A	287	Solid Waste Recycle Grant
220	Sales Tax-Transit C	288	COMPBC
221	State Gasoline Tax Fund	334	Ped/Bike Path Fund
222	Measure R	349	Capital Improvement Fund
223	Local Origin Program Fund	475	Public Financng Authority
224	Office of Traffc & Safety	533	Business Improv Dist Fund
225	Cal Cops Fund	535	Strt Lght & Lndscp Assess
226	Air Quality Improv Trust	681	Water Department Fund
227	Offc of Criminal Justice	741	Fleet Maintenance
228	Bureau of Justice Fund	745	Worker's Compensation Fnd
229	Police Forfeiture Fund	746	Employee Benefit Fund
231	Parking System Fund	748	Veh & Equip Replacement
232	Art in Public Places Fund	779	Deferred Comp. Trust Fund
233	Bullet Proof Vest Grant	800	Pooled Cash
234	Congressional Earmark	801	Pooled Cash Fund
235	Federal Street Improvmnt	802	Pooled Interest

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
11-15-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
ADMINISTRATIVE SERVICES COOP, INC.	52286	219-0000-228.41-00	Performance Deposit Refund	25,000.00	N
				25,000.00	
ALADDIN LOCK & KEY SERVICE	26497	111-7010-421.61-20	Dept Supplies & Expense	160.23	N
				160.23	
ALEX J. ESCOBAR	11/03/2016	746-0218-413.35-10	Tuition Assistance	1,500.00	N
				1,500.00	
ALEXANDRA LOPEZ	60420/61593	111-0000-228.20-00	Deposit Refund	420.00	N
				420.00	
ALFREDO DE LA TORRE CONSTRUCTION	3332-1	239-5070-463.56-52	Contract Home Repairs	6,436.25	N
	3332-2	246-5098-463.73-10	Improvements	997.50	N
	3332-3	246-5098-463.73-10	Improvements	2,090.00	N
	3332-4	246-5098-463.73-10	Improvements	6,032.50	N
				15,556.25	
ALL VALLEY HONEY AND BEE	45652	111-7065-441.56-41	Contractual Srvc - Other	150.00	N
				150.00	
AMERICAN CELEBRATIONS	167606	111-6020-451.61-35	Recreation Supplies	92.65	N
				92.65	
ANGELA CORNEJO	033741	111-6020-451.61-35	Recreation Supplies	7.63	N
	626736251640	111-6020-451.61-35	Recreation Supplies	5.44	N
				13.07	
ASSOCIATED OF LOS ANGELES, INC.	S1118504.001	535-8016-431.61-45	Street Lighting Supplies	616.17	N
				616.17	
AT&T MOBILITY	X10142016	111-7010-421.53-10	Telephone & Wireless	3,196.09	N
				3,196.09	
BASHFORD ENTERPRISES	16142	239-5070-463.56-52	Contract Home Repairs	3,178.70	N
	16142	239-5070-463.56-52	Contract Home Repairs	167.30	N
				3,346.00	
BENEFIT ADMINISTRATION CORPORATION	6026860-IN	111-0230-413.56-41	Contractual Srvc - Other	50.00	N
				50.00	
CALIFORNIA CONSULTING	1895	111-0210-413.56-41	Contractual Srvc - Other	2,250.00	N
				2,250.00	
CALPERS	2143	802-0000-217.50-10	Health Insurance	140,956.86	N
	2143	746-0213-413.56-41	Contractual Srvc - Other	450.67	N
	2143	217-0230-413.28-00	Retiree Health Ins Premum	137,813.97	N
	2143	217-0230-413.56-41	Contractual Srvc - Other	450.66	N
				279,672.16	

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CARLOS GOMEZ	04-FY-17	745-9030-413.56-41	Contractual Srvc - Other	400.00	N
				400.00	
CDW GOVERNMENT, INC.	FKQ2529	229-7010-421.74-10	Equipment	1,976.49	N
				1,976.49	
CELL BUSINESS EQUIPMENT	IN1832595	111-7010-421.44-10	Rent (Incl Equip Rental)	388.53	N
	IN1828254	111-7010-421.44-10	Rent (Incl Equip Rental)	28.75	N
				417.28	
CENTRAL BASIN WATER ASSN	11/2/2016	111-0110-411.65-19	Macias	25.00	N
				25.00	
CENTRAL FORD	285331	741-8060-431.43-20	Vehicles - O S & M	30.43	N
	285252	741-8060-431.43-20	Vehicles - O S & M	45.80	N
	284902	741-8060-431.43-20	Vehicles - O S & M	602.01	N
	284919	741-8060-431.43-20	Vehicles - O S & M	832.88	N
	286045	741-8060-431.43-20	Vehicles - O S & M	83.94	N
	272444	741-8060-431.43-20	Vehicles - O S & M	-93.92	N
				1,501.14	
CHARTER COMMUNICATIONS	10/31-11/30/16	121-7040-421.56-14	Welfare Inmate Fd Expense	209.06	N
				209.06	
CHICAGO TITLE COMPANY	FCPF-0911609115	242-5098-463.73-15	HCDA Grant/Rebate	15.00	N
	FCPF-0911608503	242-5050-463.57-30	Improvement Affrdble Hsng	100.00	N
				115.00	
CINTAS CORPORATION	5006357722	111-7010-421.61-20	Dept Supplies & Expense	404.04	N
				404.04	
CONRAD S. CHACON	8/10/16-8/13/16	111-7010-421.59-20	Professional Develop Post	120.00	N
				120.00	
COUNTY OF L.A. PUBLIC LIBRARY	10/24/2016	239-5210-463.57-86	Homework Centr-HP Library	4,014.12	N
				4,014.12	
CYNTHIA LOPEZ	60416/61562	111-0000-347.20-00	Deposit Refund	65.00	N
				65.00	
DAILY JOURNAL CORPORATION	B2932759	111-0120-413.54-00	Advertising/Publication	176.40	N
	B2932260	111-0120-413.54-00	Advertising/Publication	218.40	N
	B2939905	111-0120-413.54-00	Advertising/Publication	676.20	N
				1,071.00	
DANIEL RODRIGUEZ	8/10/16-8/13/16	111-7010-421.59-20	Professional Develop Post	120.00	N
				120.00	
DAPEER, ROSENBLIT & LITVAK	11526	111-0220-411.32-20	Legal Exp - Prosecutor Sv	2,093.60	N
				2,093.60	

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DARRYL INOUE	8/10/16-8/13/16	111-7010-421.59-20	Professional Develop Post	120.00	N
				120.00	
DATA TICKET INC.	73782	111-7065-441.56-41	Contractual Srvc - Other	166.67	N
				166.67	
DAVID DIAZ	4947-2136	681-0000-228.70-00	Deposit Refund	20.00	N
				20.00	
DAY WIRELESS SYSTEMS	82588	111-7010-421.56-41	Contract/Other	468.01	N
				468.01	
DELTA DENTAL	BE001893065	802-0000-217.50-20	Dental Insurance	7,857.82	N
	BE001889685	802-0000-217.50-20	Dental Insurance	2,843.54	N
				10,701.36	
DEPARTMENT OF ANIMAL CARE & CONTROL	10/15/2016	111-7065-441.56-41	Contractual Srvc - Other	8,094.90	N
				8,094.90	
DHALI	8378	225-7120-421.74-10	Equipment	2,000.00	N
				2,000.00	
EMPLOYMENT DEVELOPMENT DEPT.	L0394715680	746-0217-413.52-90	Ins - Unemployment	2,068.00	N
				2,068.00	
ESMERALDA SERRANO	61434/61526	111-0000-347.20-00	Deposit Refund	10.00	N
				10.00	
ESTEFANIA ZAMORA	687400144219	111-6020-451.61-35	Recreation Supplies	3.20	N
				3.20	
EVA RANGEL	10683952	111-6020-451.61-35	Recreation Supplies	31.54	N
				31.54	
EVAN BROOKS ASSOCIATES, INC	16011-4	222-4010-431.73-10	Improvements	9,600.00	N
				9,600.00	
FAIR HOUSING FOUNDATION	10/07/2016	239-5060-463.56-41	Contractual Srvc - Other	793.87	N
				793.87	
FEHR & PEERS	110238	222-4010-431.73-10	Improvements	13,292.50	N
				13,292.50	
FREDDY ESCAMILLIA	59839/61564	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
GATEWAY CITIES COUNCIL OF	FY 2016-2017	219-0250-431.59-15	COG Advocacy	10,000.00	N
				10,000.00	
GLOBALSTAR USA	100000000776230	111-7010-421.53-10	Telephone & Wireless	58.51	N
				58.51	

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HERNANDEZ SIGNS, INC.	2911	111-6020-451.61-35	Recreation Supplies	170.04	N
	2915	111-6020-451.61-35	Recreation Supplies	506.95	N
				676.99	
HOME DEPOT - PARKS & RECREATION	0260069	111-6020-451.61-35	Recreation Supplies	92.38	N
	1260063	111-6020-451.61-35	Recreation Supplies	32.50	N
	7260111	111-6020-451.61-35	Recreation Supplies	20.60	N
	5260046	111-6020-451.61-35	Recreation Supplies	104.12	N
	4260053	111-6020-451.61-35	Recreation Supplies	274.17	N
				523.77	
HUNTINGTON PARK RUBBER STAMP CO.	RGC4984	111-7010-421.61-20	Dept Supplies & Expense	46.74	N
				46.74	
INTER VALLEY POOL SUPPLY, INC	90293	681-8030-461.41-00	Water Resource/Purchase	150.09	N
	90295	681-8030-461.41-00	Water Resource/Purchase	166.77	N
	90294	681-8030-461.41-00	Water Resource/Purchase	240.15	N
				557.01	
INTERLOG HYM ENGINEERING	I-HYM_002	220-8010-431.73-10	Improvements	769,105.75	N
	I-HYM_002	226-9010-419.73-10	Improvements	26,008.81	N
				795,114.56	
JAIL SERVICE & MAINTENANCE	201660	229-7010-421.74-10	Equipment	2,200.00	N
				2,200.00	
JCL TRAFFIC	88013	221-8012-429.61-20	Dept Supplies & Expense	106.28	N
	88015	221-8012-429.61-20	Dept Supplies & Expense	439.27	N
				545.55	
JDS TANK TESTING & REPAIR INC	9462	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				135.00	
JEANNETE VARGAS	60736/61602	111-0000-347.20-00	Deposit Refund	60.00	N
				60.00	
KONICA MINOLTA PREMIER FINANCE	316066414	111-7040-421.44-10	Rent (Incl Equip Rental)	1,252.54	N
				1,252.54	
LAC+USC MEDICAL CENTER	80010	111-7030-421.56-41	Contract/Other	200.00	N
				200.00	
LAN WAN ENTERPRISE, INC	56638	111-7010-421.61-20	Dept Supplies & Expense	91.87	N
	56401	111-7030-421.61-20	Financial Systems	536.74	N
	56414	111-9010-419.43-15	Dept Supplies & Expense	22,600.00	N
				23,228.61	
LB JOHNSON HARDWARE CO #1	685115	111-6020-451.61-35	Recreation Supplies	125.81	N
				125.81	

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LEAD TECH ENVIRONMENTAL	10506	246-5098-463.56-41	Contractual Srvc - Other	248.00	N
				248.00	
LEGAL SHIELD	10/15/2016	802-0000-217.60-50	Legal Shield Plan	186.30	N
				186.30	
LENTZ LOCKSMITH SERVICE	11307	741-8060-431.43-20	Vehicles - O S & M	352.63	N
				352.63	
LEONARD GARCIA	10/26/2016	111-6020-451.61-35	Recreation Supplies	17.03	N
	10/27/2016	111-6020-451.61-35	Recreation Supplies	95.00	N
	10/28/2016	111-6020-451.61-35	Recreation Supplies	35.95	N
	10/28/2016	111-6020-451.61-35	Recreation Supplies	7.60	N
				155.58	
LIRA BROS, INC.	HP-08	111-6020-451.61-35	Recreation Supplies	192.00	N
				192.00	
LORRAINE MENDEZ & ASSOCIATES, LLC	0259	239-5040-463.56-41	Contractual Srvc - Other	2,220.00	N
	0259	239-5060-463.56-41	Contractual Srvc - Other	10,433.76	N
	0259	242-5060-463.56-41	Contractual Srvc - Other	910.00	N
				13,563.76	
MANAGED HEALTH NETWORK	3200004830	802-0000-217.50-60	Employee Mental Wellness	1,313.76	N
				1,313.76	
MARICELA JIMENEZ	61157/61565	111-0000-228.20-00	Deposit Refund	238.00	N
				238.00	
MARTIN & CHAPMAN CO.	2016506	111-1010-411.31-10	Municipal Election	66.86	N
				66.86	
MAYNOR CARRERA	60905/61561	111-0000-347.20-00	Deposit Refund	65.00	N
				65.00	
METRO TRANSIT SERVICES	201610	219-0250-431.56-43	Fixed Route Fares	92,117.84	N
	201610	219-0000-340.30-00	Fixed Route Transit	-7,091.24	N
	201610	741-8060-431.62-30	Metro Transit Fuel & Oil	-7,307.60	N
				77,719.00	
MUNISERVICES, LLC	43092	111-3013-415.56-41	Contractual Srvc - Other	4,863.44	N
				4,863.44	
NATIONAL TRAINING CONCEPTS, INC.	12/5-12/6/16	111-7010-421.59-20	Professional Develop Post	300.00	N
				300.00	
NATIONWIDE ENVIRONMENTAL SERVICES	27824	221-8010-431.56-41	Contractual Srvc - Other	13,324.66	N
	27824	222-5030-431.56-41	Contractual Srvc - Other	17,352.20	N
	27824	231-8010-415.56-41	Contractual Srvc - Other	7,188.74	N

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NATIONWIDE ENVIRONMENTAL SERVICES	27823	220-8070-431.56-41	Contractual Srvc - Other	9,288.50	N
				47,154.10	
NEIL CASTELLI	10/10-10/13/16	111-7010-421.59-20	Professional Develop Post	206.50	N
	9/19/16-9/23/16	111-7010-421.59-20	Professional Develop Post	265.50	N
				472.00	
NEW CHEF FASHION INC.	847570	111-7010-421.61-20	Dept Supplies & Expense	500.23	N
	849712	111-7010-421.61-20	Dept Supplies & Expense	108.98	N
	848460	111-7010-421.61-20	Dept Supplies & Expense	54.50	N
	848459	111-7010-421.61-20	Dept Supplies & Expense	217.96	N
				881.67	
OFELIA CANA	61269/61595	111-0000-347.50-00	Deposit Refund	35.00	N
				35.00	
OK PRINTING DESIGN & DIGITAL PRINT	278	111-0240-466.55-42	Public Events	187.65	N
				187.65	
ORIENTAL TRADING COMPANY, INC.	680204050-01	111-6020-451.61-35	Recreation Supplies	66.79	N
				66.79	
OSVALDO CERVANTES	10/17/2016	111-7010-421.59-15	Professional Development	90.00	N
				90.00	
PATRICK M. KRAUT	10/10-10/13/16	111-7010-421.59-20	Professional Develop Post	206.50	N
	9/19/16-9/23/16	111-7010-421.59-20	Professional Develop Post	265.50	N
				472.00	
PITNEY BOWES	1002220686	111-9010-419.44-10	Rent (Incl Equip Rental)	207.26	N
				207.26	
PRO FORCE LAW ENFORCEMENT	290514	111-7010-421.61-20	Dept Supplies & Expense	726.67	N
	290514	233-7010-421.74-10	Equipment	726.67	N
				1,453.34	
PRUDENTIAL OVERALL SUPPLY	50928696	111-6010-451.56-41	Contractual Srvc - Other	82.39	N
	50928695	111-6010-451.56-41	Contractual Srvc - Other	42.43	N
	50924700	111-7010-421.61-20	Dept Supplies & Expense	18.94	N
				143.76	
PURCHASE POWER	10/14/16	111-9010-419.53-20	Postage	2,000.00	N
				2,000.00	
READYREFRESH	06J0034574871	111-7010-421.61-20	Dept Supplies & Expense	192.71	N
				192.71	
RICARDO GONZALEZ	61383/61559	111-0000-347.20-00	Deposit Refund	60.00	N
				60.00	

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RICOH USA, INC.	5045102508	111-6010-451.56-41	Contractual Srvc - Other	96.56	N
				96.56	
RIO HONDO COLLEGE	F16-85-ZHPK	111-7010-421.59-20	Professional Develop Post	212.00	N
				212.00	
ROADLINE PRODUCTS INC	12761	741-8060-431.43-20	Vehicles - O S & M	912.03	N
				912.03	
ROBERTO HERNANDEZ	8/10/16-8/13/16	111-7010-421.59-20	Professional Develop Post	120.00	N
				120.00	
SANTA FE BUILDING MAINTENANCE	15413	111-6020-451.56-41	Contractual Srvc - Other	200.00	N
	15414	111-6020-451.56-41	Contractual Srvc - Other	200.00	N
	15415	111-6020-451.56-41	Contractual Srvc - Other	400.00	N
	15416	111-6020-451.56-41	Contractual Srvc - Other	255.00	N
	15423	111-6020-451.56-41	Contractual Srvc - Other	55.00	N
	15424	111-6020-451.56-41	Contractual Srvc - Other	400.00	N
				1,510.00	
SAUL DURAN	8/10/16-8/13/16	111-7010-421.59-20	Professional Develop Post	120.00	N
				120.00	
SMART & FINAL	524065	111-6020-451.61-35	Recreation Supplies	88.35	N
	109150	239-6060-466.61-20	Recreation Supplies	329.39	N
	113542	239-6060-466.61-20	Dept Supplies & Expense	67.17	N
	112912	111-6020-451.61-35	Dept Supplies & Expense	63.19	N
				548.10	
SO CAL TRIUMPH. INC	11611981	741-8060-431.43-20	Vehicles - O S & M	319.95	N
				319.95	
SOURCE ONE OFFICE PRODUCTS, INC.	WO-26146-1	111-0110-411.61-20	Dept Supplies & Expense	407.90	N
	WO-26146-1	111-0210-413.61-20	Dept Supplies & Expense	5.31	N
				413.21	
SOUTH COAST AIR QUALITY MGMT DISTR.	3011215	741-8060-431.43-20	Vehicles - O S & M	124.35	N
	3008891	741-8060-431.43-20	Vehicles - O S & M	1,270.97	N
				1,395.32	
SOUTH COAST AQMD	61213/61563	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
SOUTHERN CALIFORNIA EDISON	9/2/16-10/4/16	231-8010-415.62-10	Heat Light Water & Power	493.53	N
	9/6/16-10/5/16	221-8014-429.62-10	Heat Light Water & Power	41.53	N
	8/31/16-9/30/16	681-8030-461.62-20	Heat Light Water & Power	24,560.02	N
	8/31/16-9/30/16	111-8023-451.62-10	Heat Light Water & Power	5,884.24	N

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SOUTHERN CALIFORNIA EDISON	8/31/16-9/30/16	111-8022-419.62-10	Heat Light Water & Power	1,805.50	N
	9/21/16-10/21/1	111-8022-419.62-10	Heat Light Water & Power	1,276.14	N
	9/16-10/18/16	111-8020-431.62-10	Power Gas & Lubricants	1,404.22	N
				35,465.18	
SOUTHERN CALIFORNIA MUNICIPAL	4530	111-6010-451.59-15	Professional Development	85.00	N
	4930	111-6010-451.59-15	Professional Development	90.00	N
				175.00	
SPARKLETTS	4533656 101316	111-0110-411.61-20	Dept Supplies & Expense	78.34	N
	4533656 101316	111-0210-413.61-20	Dept Supplies & Expense	78.34	N
				156.68	
STANDARD INSURANCE COMPANY	11/01/2016	802-0000-217.50-70	Life, ADD, LT Disability	7,070.40	N
	10/19/2016	802-0000-217.50-70	Life, ADD, LT Disability	1,850.88	N
				8,921.28	
SULAY LEDEZMA	61473/61601	111-0000-347.50-00	Deposit Refund	35.00	N
				35.00	
SUNGARD PUBLIC SECTOR INC.	127464	111-9010-419.43-15	Financial Systems	10,859.50	N
				10,859.50	
SUSAN CRUM	10/17/16	111-0210-413.61-20	Dept Supplies & Expense	16.32	N
	2081034	111-6020-451.61-35	Recreation Supplies	55.39	N
	312006	111-6020-451.61-35	Recreation Supplies	83.34	N
	54358	111-6020-451.61-35	Recreation Supplies	9.33	N
				164.38	
TRIANGLE SPORTS	33652	111-6030-451.61-35	Recreation Supplies	643.10	N
	33653	111-6020-451.61-35	Recreation Supplies	52.32	N
				695.42	
TYCO INTEGRATED SECURITY	27386545	111-7010-421.56-41	Contract/Other	3,444.72	N
				3,444.72	
U.S. HEALTH WORKS	3009352-CA	111-0230-413.56-41	Contractual Srvc - Other	285.00	N
				285.00	
VENITA LUDWIG ARANDA	60021/61594	111-0000-228.20-00	Deposit Refund	500.00	N
				500.00	
VERIZON WIRELESS	9772130301	111-0110-411.61-20	Cell Phone Allowance	237.23	N
	9773796706	111-0110-411.61-20	Cell Phone Allowance	183.01	N
	9773796706	111-0210-413.53-10	Cell Phone Allowance	148.42	N
	9773796706	111-6010-451.61-20	Cell Phone Allowance	84.13	N
	9773796706	111-9010-419.53-10	Cell Phone Allowance	84.13	N
				736.92	

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VICTOR SMOG TEST CENTER	36964	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36630	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36641	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36635	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36633	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36850	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36825	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36815	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36807	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36792	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36785	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36783	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36688	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36681	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36678	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36669	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36674	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36647	741-8060-431.43-20	Vehicles - O S & M	33.00	N
	36645	741-8060-431.43-20	Vehicles - O S & M	33.00	N
				627.00	
VISION SERVICE PLAN-CA	NOV 2016	802-0000-217.50-30	Vision Insurance	3,951.00	N
	NOV 2016	802-0000-217.50-30	Vision Insurance	152.00	N
				4,103.00	
VIVIAN TRUONG	11/3/2016	111-3010-415.59-15	Professional Development	37.11	N
				37.11	
VIZION'S WEST, INC.	16-9099	246-5098-463.73-10	Improvements	13,827.25	N
				13,827.25	
WEGOTSOCER	SI-431353	111-6040-451.61-35	Recreation Supplies	4,191.00	N
				4,191.00	
YAZMIN CHAVEZ	9/5/16-10/17/16	111-6020-451.61-35	Recreation Supplies	117.21	N
				117.21	
YESENIA GOMEZ	11/01/2016	111-1010-411.59-15	Professional Development	65.39	N
				65.39	
YVETTE MEJIA	61354/61558	111-0000-347.20-00	Deposit Refund	20.00	N
				20.00	

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
11-15-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
YVONNE G. MORENO	16964	111-0110-411.61-20	Dept Supplies & Expense	38.86	N
	6845	111-0110-411.61-20	Dept Supplies & Expense	15.00	N
	10/17/2016	111-6020-451.61-35	Recreation Supplies	17.44	N
	10/27/2016	111-6020-451.61-35	Recreation Supplies	21.78	N
	769297	111-6020-451.61-35	Recreation Supplies	14.17	N
				107.25	
				1,470,511.56	



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

November 15, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

ORDINANCE GRANTING THE TRANSFER OF ORDINANCE 353-NS TO TORRANCE PIPELINE COMPANY LLC, (SUCCESSOR-IN-INTEREST TO EXXONMOBIL OIL CORPORATION)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive further reading and introduce Ordinance No. 2016-951, granting the transfer of the ExxonMobil Oil Corporation Ordinance No. 353-NS to Torrance Pipeline Company LLC, for the use and maintenance of an existing underground pipeline; and
2. Schedule the adoption of Ordinance No. 2016-951, as described above, for the December 6, 2016, City Council meeting.

BACKGROUND

On January 3, 1984, by Ordinance No. 353-NS, the City of Huntington Park granted a franchise agreement (the "Agreement") to the ExxonMobil Oil Corporation for the operation of a 12-inch oil pipeline stretching approximately one mile along the easterly forty feet of Santa Fe Avenue. The Agreement defined the terms and conditions of the franchise including franchise fees, roles and responsibilities of each party, and administrative requirements. The term of the Agreement was 10 years.

On December 20, 1993, by Ordinance No. 535-NS, the City extended this Agreement for a second 10-year period and on November 17, 2003, by Ordinance No. 716-NS, the City extended it for a third 10-year period, which expired on December 17, 2013.

ORDINANCE GRANTING THE TRANSFER OF ORDINANCE 353-NS TO TORRANCE PIPELINE COMPANY LLC, (SUCCESSOR-IN-INTEREST TO EXXONMOBIL OIL CORPORATION)

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On December 16, 2013, the City Council adopted Resolution No. 2013-56 declaring the City Council's intent to grant the Agreement extension and setting a public hearing date of January 6, 2014 for the First Reading of the Agreement that would result in a fourth extension. On January 21, 2014, the Second Reading was completed and Ordinance No. 927-NS granted the extension to ExxonMobil. Ordinance No. 927-NS extended the Agreement for a 10-year period through December 18, 2023.

On September 29, 2015, ExxonMobil sold its interest in Pipeline No. M-145 to Torrance Pipeline Company LLC, pursuant to Ordinance No. 353-NS, which permits the sale of their facilities and re-assignment of the Agreement to a new owner. Torrance Pipeline Company LLC representatives have opted to transfer ExxonMobil's Agreement, which expires on December 18, 2023.

FISCAL IMPACT

Currently, the City collects \$.34 per linear foot for a total of \$1,973.04 annually from ExxonMobil for the pipeline. ExxonMobil is regulated by the California Public Utilities Code section 6231.5, as a public utility pipeline. As such, the fees imposed by the municipality are limited to a formula, which establishes a strict rate per linear foot based on the diameter of the pipeline.

Under its new ownership, Pipeline No. M-145 will be regulated by the California Public Utilities Code 6231 (C) as a nonpublic utility pipeline thereby facilitating the City's ability to have negotiated a higher cost per linear foot.¹ Therefore, effective with the adoption of the Ordinance, post its second reading, the City will collect \$2.69 per linear foot, for a total amount of \$15,448.71.

It was important to staff that the City negotiate a competitive rate and which led us to contact three other agencies along the Pipeline No M-145 route, as summarized in the table below. Rates vary based on pipeline size.

<i>Entity</i>	<i>Pipeline Size</i>	<i>Franchise Rate (\$/ft)</i>
<i>South Gate</i>	12"	2.11
<i>Huntington Park</i>	12"	2.69
<i>Carson²</i>	12"	2.69
<i>Culver City</i>	16"	4.69

¹ Franchise fees for nonpublic utility pipelines are calculated based on a different formula.

ORDINANCE GRANTING THE TRANSFER OF ORDINANCE 353-NS TO TORRANCE PIPELINE COMPANY LLC, (SUCCESSOR-IN-INTEREST TO EXXONMOBIL OIL CORPORATION)

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Legal costs and staff time totaling approximately \$11,750 have been incurred in connection with updating the Ordinance and negotiations in support of this transfer. Accordingly, the City has sought reimbursement from Torrance Pipeline Company LLC by way of an administrative fee related to the transfer in an amount not to exceed \$12,500.

LEGAL REQUIREMENTS

There is no indication that there are any safety issues with Pipeline No. M-145. The letter dated September 27, 2016 from the State Fire Marshal (Department of Forestry and Fire Protection, Office of the State Fire Marshal, Pipeline Safety Division) indicates that ExxonMobil has maintained and operated the Pipeline in compliance with federal and state laws and regulations. It also indicates that the State Fire Marshal's most recent inspection of Pipeline No. M-145, which took place in March 2016, found no violations of the California Pipeline Safety Act or the U.S. Department of Transportation's Code of Federal Regulations. There is the expectation that granting the proposed Agreement to Torrance Pipeline Company LLC (TPC) will allow for a smooth transition from ExxonMobil to TPC, ensuring that the Pipeline will continue to be maintained and operated in compliance with federal and state law. Finally, according to the Ordinance, TPC will be required to file annual inspection reports with the City.

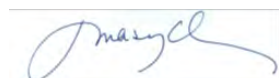
CONCLUSION

Upon Council approval staff will proceed with recommended actions.

Respectfully submitted,



EDGAR CISNEROS
City Manager



JAN MAZYCK
Interim Finance Director

ATTACHMENT(S)

- A. Ordinance 353-NS
- B. Proposed City Council Ordinance No. 2016-951, Approving the Transfer of Ordinance No. 353-NS to Torrance Pipeline Company LLC, to Construct, Lay, Operate, Test, Maintain, Use, Renew, Repair, Replace, Move, Change the Size and Number of/ and

ORDINANCE GRANTING THE TRANSFER OF ORDINANCE 353-NS TO TORRANCE PIPELINE COMPANY LLC, (SUCCESSOR-IN-INTEREST TO EXXONMOBIL OIL CORPORATION)

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Remove or Abandon in Place Pipelines and Appurtenances, for the Purpose of Conducting, Transporting, Conveying and Carrying Gas, Oil, Petroleum Products and Water, on, along, in , under and across Public Street, Ways, Alleys and Places within the City of Huntington Park

C. Letter from the State Fire Marshal

D. City Map

AN ORDINANCE OF THE CITY OF HUNTINGTON PARK, STATE OF CALIFORNIA, GRANTING TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONTINUE TO MAINTAIN A CERTAIN TWELVE INCH PIPELINE AND TO OPERATE, USE, REPAIR, REPLACE, AND/OR REMOVE SAID PIPELINE, TOGETHER WITH ALL VALVES, FITTINGS, MANHOLES, SERVICE CONNECTIONS, APPURTENANCES AND EQUIPMENT NECESSARY OR CONVENIENT FOR THE OPERATION THEREOF, FOR THE TERM OF TEN (10) YEARS, IN, UNDER, AND ALONG THE EASTERLY FORTY FEET OF SANTA FE AVENUE IN THE CITY OF HUNTINGTON PARK, CALIFORNIA.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES ORDAIN AS FOLLOWS:

WHEREAS, Mobil Oil Corporation was granted a franchise under Ordinance No. 82-NS and the terms of said franchise has expired; and

WHEREAS, said corporation has requested an extension of the franchise, for the purpose of maintaining an existing twelve inch (12") pipeline located under Santa Fe Avenue; and

WHEREAS, the City Council wishes to extend said franchise upon the terms and conditions hereinafter set forth;

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, unless otherwise apparent from the context, certain words and phrases used herein are defined as follows:

(A) "Person" means individual, person, firm, partnership or corporation.

(B) "Grantee" means the person to whom the franchise is granted and any person to whom it lawfully may be assigned.

(C) "Street" means Santa Fe Avenue, as it now exists or as it may hereafter exist in the incorporated territory of the City and in which the City has the authority to grant a franchise.

(D) "City" means the City of Huntington Park.

1 (E) "Facilities" means all property of the Grantee including
2 service connections with the Grantee's facilities whether
3 installed by the Grantee or not, erected, constructed, laid,
4 operated or maintained in, upon, under, along or across Santa Fe
5 Avenue pursuant to any privilege granted by the franchise.

6 SECTION 2: GRANT OF FRANCHISE.

7 The franchise, privilege and right is hereby granted to MOBIL
8 OIL CORPORATION, a corporation organized and existing under and by
9 virtue of the laws of the State of New York, its successors or
10 assigns, for a period of ten (10) years from and after the date of
11 the adoption of this ordinance, to continue to maintain a certain
12 twelve (12") inch pipeline and no others, and to operate,
13 maintain, use, repair, replace and/or remove said pipeline,
14 together with all valves, fittings, manholes, service connections,
15 appurtenances and equipment as the Grantee, its successors or
16 assigns, may deem necessary or convenient, in, under and along the
17 easterly forty (40') feet of Santa Fe Avenue, within the City
18 limits, together with the right to carry, transport, convey and
19 conduct oil, petroleum, gas, gasoline, water and other substances
20 in and through said facilities.

21 SECTION 3: ACCEPTANCE OF FRANCHISE BY GRANTEE.

22 This franchise and privilege is granted on the terms and
23 conditions hereinafter contained, and the Grantee shall file with
24 the City Clerk of the City of Huntington Park a written acceptance
25 hereof as hereinafter provided.

26 SECTION 4: FRANCHISE FEE.

27 The Grantee of this franchise, its successors or assigns,
28 during the life of said franchise, shall pay annually to the City

1 of Huntington Park in lawful money of the United States, a sum
2 equivalent of one-fourth cent per inch of internal diameter per
3 foot, or \$80.00 per mile, whichever is the greater, of the pipe-
4 line heretofore or hereafter installed and maintained pursuant to
5 this franchise in the public street of the City. Said annual
6 payment shall be made on or before the first day of April of each
7 and every calendar year during the term hereof, beginning as of
8 the effective day of the ordinance granting this franchise, for
9 the twelve-month fiscal period ending October 31 of the preceding
10 calendar year.

11 SECTION 5: STANDARDS FOR WORK AND MATERIALS.

12 (A) All work undertaken or performed, and all pipes and
13 appurtenances laid or used pursuant to the provisions of this
14 franchise shall be of the standard required by law, and by any
15 governmental authority having jurisdiction in the premises.

16 (B) Where not in conflict with the State law, or govern-
17 mental authority having jurisdiction in the premises, all
18 facilities placed, erected, constructed, laid, operated or main-
19 tained under the provisions of this franchise shall be placed,
20 erected, constructed, laid, operated or maintained in accordance
21 with and conforming to all of the ordinances, codes, rules and
22 regulations now or hereafter adopted or prescribed by the City
23 Council, and shall be of first class and standard material and
24 subject to the approval of the Director of Public Works.

25 SECTION 6: NO ENLARGEMENT OF EXISTING PIPELINE.

26 Grantee shall not increase the size, by way of repair or replace-
27 ment, of the existing pipeline, nor shall any additional pipes be
28 laid in connection with the existing pipeline, it being the intent

1 of the City that the existing pipeline shall not be expanded or
2 enlarged during the term of this franchise, except after adoption
3 of an ordinance of the City Council permitting such enlargement.

4 SECTION 7: PERMISSION FOR STREET EXCAVATIONS

5 Before making any opening or excavation in any street, or
6 before disturbing the earth beneath the surface of the street,
7 regardless of whether the surface thereof is damaged or removed or
8 not, except in case of emergency, the Grantee shall:

9 (A) File with the Director of Public Works a drawing, or
10 drawings, showing the proposed location and character of any
11 pipes, appurtenances, facilities or equipment to be constructed,
12 erected, or installed in the street of the City.

13 (B) Make application to the Director of Public Works in
14 accordance with the provisions of the ordinance of the City in
15 force and effect at the time of making such application, and
16 secure a permit therefor which shall indicate the approximate
17 time, manner, and place of laying and using said pipes, appurte-
18 nances, facilities and/or equipment.

19 (C) Make such bond or deposit of money with the appropriate
20 officer of the City as may be from time to time required by order
21 of the Director of Public Works at the time of the doing or
22 performing of said work, which said bond or deposit of money shall
23 be made to guarantee the payment to the City of any and all
24 charges in connection with or resulting from the granting of said
25 application.

26 If the proposed location of any pipes, appurtenances,
27 facilities, or equipment, does not, or will not interfere unrea-
28 sonably with ordinary travel or the use of the streets of the

1 City, and otherwise complies with this franchise and all City
2 ordinances, the Director of Public Works shall approve the same,
3 and issue a permit or permits therefor.

4 SECTION 8: SEARCH OF UTILITY RECORDS.

5 Grantee shall be responsible for searching utility records of
6 any utility that may be affected by the work permitted by this
7 ordinance. It shall be the Grantee's responsibility to deter-
8 mine the true location and depth of all existing utilities and
9 service connections and not interrupt the service function or
10 disturb the supporting base of any utility without authority from
11 the owner. The Grantee shall immediately notify the Director of
12 Public Works and the utility owner if it disturbs, disconnects or
13 damages any utility and shall bear the cost of repair or
14 replacement thereof.

15 SECTION 9: REPAIR OF STREET.

16 (A) The work of erecting, constructing, laying, replacing,
17 repairing, or removing facilities authorized under the provisions
18 of this ordinance in, upon, over, under, along or across Santa Fe
19 Avenue, shall be conducted with as little hindrance as practicable
20 to the use of the street for purpose of travel, and as soon as the
21 erecting, constructing, laying, replacing, repairing or removing
22 of any facilities are completed, all portions of the street which
23 have been excavated or otherwise injured thereby shall be repaired
24 and placed in as good a condition as the same was before erecting,
25 constructing, laying, replacing, repairing or removing of said
26 facilities, to the satisfaction of the Director of Public Works,
27 and shall save the City, its offices and employees, free and
28 harmless from all damages or liability arising from the

1 construction pursuant to this franchise and from any damage or
2 injury suffered by any person by reason of any excavation or
3 obstruction being improperly guarded during said work or failure
4 of the Grantee to properly perform, maintain or protect any phase
5 of the work.

6 (B) By the acceptance of this franchise, the Grantee agrees
7 that after the work of restoring such portion of said street has
8 been completed, it will preserve such portion of said street so
9 restored from deterioration resulting from having been opened or
10 excavated, ordinary wear, tear, and use excepted.

11 (C) If Grantee within ten (10) days after receipt of written
12 notice from the Director of Public Works instructing it to repair
13 such damage, shall fail to commence to comply with such instruc-
14 tions, or, thereafter shall fail diligently to prosecute such work
15 to completion, then the Director of Public Works immediately may
16 cause to be done whatever work is necessary to carry out said in-
17 structions at the cost and expense of the Grantee, which cost and
18 expense, by the acceptance of the franchise, the Grantee agrees to
19 pay upon demand. If such damage constitutes an immediate danger
20 to public health or safety requiring immediate repair thereof, the
21 Director of Public Works without notice may repair such damage and
22 the Grantee agrees to pay the reasonable cost thereof upon demand.

23 SECTION 10: DILIGENT PROSECUTION OF WORK.

24 After any work has been commenced by the Grantee in the said
25 street, the same shall be prosecuted in good faith and with due
26 diligence until completed.

27 SECTION 11: DEPTH OF PIPES; PROJECTIONS ABOVE STREET LEVEL

28 (A) Any pipes and appurtenances laid and used pursuant to

1 the provisions of this ordinance, or any tunnel or bore dug or
2 made in the street in connection with the laying and using of any
3 such pipes and appurtenances, shall be not less than 24 inches
4 below the existing surface of the street where laid; except that
5 where such depths are impracticable due to extraordinary circum-
6 stances, the Grantee shall secure the approval of the Director of
7 Public Works or other duly authorized officer of the City, as to
8 the suitable depth or location of said pipes and appurtenances,
9 tunnel or bore, and the same shall be placed in conformity with
10 such approved location or depth, and in a manner satisfactory to
11 the Director of Public Works or other duly authorized officer of
12 the City.

13 (B) All manholes, vaults, traps, catch basins, or other
14 structures shall be capped and covered as to be flush with the
15 surface of the street, and shall not interfere in any way with the
16 use of the street for the purpose of travel or in any way consti-
17 tute a hazard to pedestrian or vehicular traffic; provided,
18 however, that vents for underground traps, vaults and manholes may
19 extend above the surface of the street when said vents are located
20 in parkways, between the curb and the property line, provided said
21 vents so located do not extend above the surface of said parkways,
22 except by special permission of the City Council.

23 (C) The Grantee shall not lay, construct, erect or install
24 in the streets of the City any vent pipe from any vault, manhole,
25 or other structure of the Grantee except in the manner and at the
26 location or locations prescribed or approved by the Director of
27 Public Works.

28 SECTION 12: ABANDONMENT OF FACILITIES.

1 (A) Upon the abandonment of any of the facilities or equip-
2 ment of the Grantee located above the surface of the street, the
3 Grantee shall notify the Director of Public Works in writing of
4 such abandonment within twenty (20) days thereafter.

5 (B) The Grantee shall, upon the abandonment of any of its
6 facilities, or equipment located above the surface of the street,
7 remove the same within ninety (90) days from and after the date of
8 such abandonment.

9 (C) The Grantee shall, upon abandonment of any of its pipes
10 below the surface of the street notify the Director of Public
11 Works in writing of such abandonment, and if, in his opinion, the
12 same should be removed during the term of this franchise, the
13 Grantee shall, within twenty (20) days after receipt of notice to
14 that effect from the Director of Public Works, commence the
15 removal of the same at Grantee's own cost and expense, or if, in
16 the opinion of the Director of Public Works, any work should be
17 done in the street for the purpose of insuring the restoration of
18 said street to good order and condition, the Grantee will, upon
19 twenty (20) days notice to that effect from the City, commence
20 such work as directed, at Grantee's own cost and expense. All of
21 such work shall be pursued diligently and completed within a
22 reasonable time.

23 SECTION 13: PUBLIC WORKS PROJECTS OF CITY.

24 In the event that during the term of this franchise, the City
25 shall change the grade, width, or location of Santa Fe Avenue, or
26 improve it in any manner, or lay any sewer, storm drain, conduit
27 or pipe, or construct any subway, viaduct, or other lawful public
28 work of any character, or lay any water main or pipe, and such

1 work shall render necessary any change in the position or location
2 of any facilities or equipment of the Grantee in the street,
3 including the support thereof while such work is being done or
4 performed, the Grantee, at its own cost and expense, within twenty
5 (20) days after written notice from the Director of Public Works
6 and request to do so, shall begin the work of doing any and all
7 things to effect such change in position or location in conformity
8 with such written instructions, and shall perform said work
9 diligently and complete it within a reasonable time.

10 If the Grantee shall sustain any loss, injury or damage by
11 reason of the doing of any of the hereinabove mentioned public
12 works, and if said work shall be done in a reasonable manner on
13 the part of the City and/or any officer, board, commission or
14 department thereof, then the Grantee shall have no recourse
15 whatever against the City and/or any officer, board, commission,
16 or department thereof, on account of such loss, injury or damage.

17 SECTION 14: RESERVATION OF RIGHTS BY CITY.

18 In granting this franchise, the City (without admitting or
19 recognizing in any way that it is not already vested with the
20 powers hereinafter reserved) hereby expressly reserves the right
21 to grade, widen, relocate, sewer, pave, macadamize, to lay con-
22 duit, water, gas, or other pipe therein, or to alter, repair, or
23 otherwise provide for the making of local improvements in the
24 street along which this franchise is granted, and the City also
25 hereby expressly reserves the right to enact and enforce all
26 reasonable and proper ordinances in the exercise of its police
27 power, or its power to make and provide for the making of local
28

1 improvements by special assessment, and nothing herein contained
2 shall ever be construed or taken to exempt, or as a contract right
3 exempting, the Grantee from complying with such ordinances now in
4 force or which may hereafter be adopted. The enumeration herein
5 of specific rights reserved shall not be taken as exclusive or as
6 limiting the general reservations here made.

7 SECTION 15: FAILURE OF GRANTEE TO PERFORM REQUIRED WORK.

8 In the event the Grantee shall fail to commence work in
9 compliance with the written instructions of the Director of Public
10 Works or City Council, as provided for in this ordinance, within
11 twenty (20) days after service of the same upon the Grantee, or
12 its local agent or manager (unless unable to comply with such
13 instructions by reason of strikes, riots, acts of God, acts of
14 public enemies or other circumstances beyond the control of
15 Grantee), the Director of Public Works shall cause the work
16 required in said notice to be done and performed and by acceptance
17 of this franchise, Grantee agrees to pay the City the costs
18 thereof within ten (10) days after the delivery to it, or its
19 local agent or manager, of an itemized bill therefor. It is
20 understood and agreed that the cost of doing said work shall be
21 considered the actual cost plus 20% thereof for overhead.

22 SECTION 16: HOLD HARMLESS; INSURANCE.

23 (A) The Grantee of this franchise shall indemnify, save and
24 hold harmless, and defend the City and any officers and employees
25 thereof, against and from all actions, damages, judgments, de-
26 crees, costs and expenditures which the City, or such officer or
27 employee, may suffer, or which may be recovered from, or obtain-
28 able against the City, or such officer or employees, proximately

1 caused by and growing out of, or resulting from the exercise by
2 the Grantee of any or all of the rights or privileges granted by
3 this ordinance; provided, however, that the Grantee shall have
4 the right at its option to defend any suit that may be instituted
5 against the City, or any officer or employees thereof, by reason
6 of, growing out of, or resulting from the exercise by the Grantee
7 of any or all of the rights and privileges granted by this fran-
8 chise, or by reason of any act or acts of the Grantee, or its
9 servants or agents, in exercising this franchise. In connection
10 therewith, Grantee shall provide and maintain, at its expense,
11 public liability insurance with a company approved by the City
12 Attorney in amount of not less than Five Million (\$5,000,000.00)
13 Dollars for bodily injury for any occurrence and property damage,
14 with the City named as an additional insured, and with said policy
15 containing contract coverage. A certificate showing said insur-
16 ance to be in effect shall be filed with the City Clerk upon
17 acceptance by Grantee of this franchise. Grantee may, if it
18 wishes, provide City with evidence of its self-insurance for not
19 more than the first \$250,000.00 for any occurrence.

20 (B) In the event the City, or any officer or employee
21 thereof, suffers any damage, or any person, firm or public corpo-
22 ration, makes claim against the City, or any officer or employee
23 thereof, by reason of, or growing out of, or resulting from the
24 exercise by the Grantee of any or all of the rights or privileges
25 granted by this ordinance, or by reason of any act or acts of the
26 Grantee, or its servants or agents, in exercising this franchise,
27 the City, or such officers, or employees thereof, must give
28 immediate written notice thereof to the Grantee.

1 SECTION 17: APPEAL TO CITY COUNCIL BY GRANTEE.

2 If the Grantee is dissatisfied with any determination of the
3 Director of Public Works made by him in pursuance of authority
4 granted to him in this ordinance, it may petition the City Council
5 of the City to review the same provided a written appeal is filed
6 within ten (10) days after such determination rendered by the
7 Director of Public Works. The decision of said City Council
8 thereon shall be final and conclusive.

9 SECTION 18: TRANSFER OR ASSIGNMENT OF FRANCHISE.

10 No transfer, assignment or lease, or attempted transfer,
11 assignment or lease, of this franchise, or of any right, privilege
12 or interest therein, to any person, firm, or corporation, shall
13 have any force, effect or validity unless and until:

14 (A) The Grantee shall have duly executed a good and suffi-
15 cient instrument making such transfer, assignment, or lease, and a
16 certified copy thereof shall have been filed in the office of the
17 City Clerk.

18 (B) An ordinance of the City consenting to such transfer,
19 assignment or lease shall have been duly adopted and become
20 effective; however, such consent shall not be unreasonably
21 withheld if the transferee, assignee, or lessee, shall be a
22 responsible Corporation authorized to do business in the State of
23 California.

24 (C) The transferee, assignee, or lessee, shall duly execute
25 and file in the office of the City Clerk a good and sufficient
26 instrument accepting such transfer, assignment or lease, assuming
27 all the obligations of the Grantee under this franchise.

28 The terms of the foregoing subparagraphs (A), (B) and (C) of

1 this section shall not apply to any mortgage or deed of trust made
2 by the Grantee or made by any person, firm, or corporation under a
3 transfer, assignment or lease made in full accordance with the
4 provisions of this section, in good faith to secure an issue or
5 issues of bonds, but the terms of said subparagraphs (A) and (C)
6 shall apply and the terms of said subparagraph (B) shall not apply
7 to any buyer at a sale under any mortgage or deed of trust
8 hereafter executed, and provided, further, that said subparagraph
9 (B) shall not apply to a transfer, assignment or lease of this
10 franchise, or of any right, privilege or interest therein, to a
11 corporation acquiring all or a portion of the assets of the
12 Grantee through consolidation, merger, or reorganization, or to a
13 subsidiary of Grantee, or to any person, firm, or corporation
14 having a net worth of more than five million dollars.

15 SECTION 19: REIMBURSEMENT FOR CITY EXPENSES.

16 The Grantee shall pay to the City a sum of money sufficient
17 to reimburse it for all inspection by City personnel and for
18 publication expenses incurred by it in connection with the grant-
19 ing of this franchise. Such payment shall be made within thirty
20 (30) days after the City shall furnish Grantee with a written
21 statement of such expense.

22 SECTION 20: FRANCHISE NOT EXCLUSIVE.

23 The granting of a franchise on any of the terms or conditions
24 contained herein shall not be construed to prevent the City from
25 granting any identical or similar franchise to any other person
26 other than the Grantee.

27 SECTION 21: STRICT CONSTRUCTION OF FRANCHISE.

28 This franchise is granted upon each and every condition

1 herein contained and shall ever be strictly construed against the
2 Grantee. Nothing shall pass thereby unless it be granted in
3 plain and unambiguous terms. Each of said conditions is a
4 material and essential condition to the granting of this fran-
5 chise. Upon neglect, failure or refusal to comply with any of
6 the terms and conditions of any ordinance now in force or
7 hereafter passed and adopted by the City in the exercise of its
8 police power, during the term hereof, by Grantee and the failure
9 to begin to remedy the same within twenty (20) days after written
10 notice from said City to do so, and thereafter diligently and in
11 good faith to prosecute the remedying of such default, the City
12 Council may thereupon effect a forfeiture of this franchise, and
13 said City, by its City Council, in addition to all rights and
14 remedies allowed by law, may thereupon terminate the right,
15 privilege and franchise granted in and by this ordinance, and all
16 rights and privileges of the Grantee pursuant to the provisions of
17 this franchise shall thereupon be at an end. Said Grantee shall
18 thereupon and immediately surrender all rights and privileges in
19 and to said franchise, and the City upon order of its City Council
20 may also thereupon immediately remove or cause the immediate
21 removal from said streets of the City of all of the property of
22 the Grantee.

23 No provision hereinabove made for the purpose of securing the
24 enforcement of the terms and conditions of this franchise shall be
25 deemed an exclusive remedy or to afford the exclusive procedure
26 for the enforcement of said terms and conditions, but the remedies
27 and procedures herein outlined or provided, including forfeiture,
28 shall be deemed to be cumulative.

1 SECTION 22: WRITTEN ACCEPTANCE BY GRANTEE.

2 The Grantee shall, within ten (10) days after the effective
3 date of this ordinance, file with the City Clerk of the City of
4 Huntington Park, a written acceptance of the franchise hereby
5 granted, and an agreement to comply with the terms and conditions
6 thereof, and no rights are hereby conferred until the filing of
7 such acceptance and agreement, together with a written approval of
8 same, both as to form and content endorsed thereon by the City
9 Attorney of said City.

10 SECTION 23: NOTICES.

11 (A) Any written notice herein required or permitted to be
12 given by the City, or any of its officers or agents, to the
13 Grantee, shall be deemed to have been fully served if delivered in
14 person to any officer of the Grantee or its local agent or
15 manager, or if sent by registered mail or certified mail, return
16 receipt, to the postal address of the Grantee, and mailed notice
17 shall be deemed complete three (3) days after the date of deposit
18 in the U.S. Mail.

19 (B) Any written notice hereby required or permitted to be
20 given by Grantee to the City, or any of its officers or agents,
21 shall be deemed to have been duly served if delivered in person to
22 the individual for whom it is intended, or to the City Clerk of
23 the City, or if sent by registered mail or certified mail, return
24 receipt, to the postal address of said City Clerk of said City,
25 and mailed notice shall be deemed complete three (3) days after
26 the date of deposit in the U.S. Mail.

27 SECTION 24: RIGHTS AND DUTIES OF CITY OFFICERS AND BOARDS.

28 Whenever in this ordinance any right or duty is imposed upon

1 the City Council of the City or any officer thereof, such right or
2 power shall inure to and be exercised by, and such duty shall be
3 imposed upon such body, board or officer of the City as may by law
4 hereafter succeed to their respective rights, powers and duties.

5 SECTION 25: RIGHTS OF CITY RE TAXES AND FEES.

6 The City hereby reserves any right which it now has or may
7 acquire during the term of this franchise under authority of any
8 grant of power through the laws of the State of California or of
9 the United States, to impose upon the Grantee, any license privi-
10 lege, regulatory, business or occupation taxes or fees, or taxes
11 upon real estate or other property owned by Grantee within said
12 City, and nothing contained in this ordinance shall ever be
13 construed as a limitation upon such right or rights.

14 SECTION 26: FRANCHISE BINDING UPON SUCCESSORS.

15 Each and every term and condition of this franchise shall
16 bind and be binding upon the successors and assigns of the Grantee
17 hereof.

18 SECTION 27: PERFORMANCE BOND.

19 The Grantee, upon acceptance of this franchise, agrees to
20 execute and deliver to the City a bond of a corporate surety
21 approved by said City, entitled to do business in the State of
22 California, in the penal sum of \$10,000.00, which runs in favor of
23 and to the said City of Huntington Park, a municipal corporation
24 of the State of California, and is conditioned that the said
25 Grantee, shall well and truly observe, fulfill, and perform each,
26 every, and all of the terms and conditions of this franchise, and
27 which bond the Grantee agrees to keep in full force and effect
28 during the term of said franchise.

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1 STATE OF CALIFORNIA)
2) ss.
3 COUNTY OF LOS ANGELES)

4 I, MARILYN A. BOYETTE, City Clerk of the City of Huntington
5 Park, do hereby certify that the foregoing ordinance, being
6 Ordinance No. 353 - NS, was passed and adopted by the City
7 Council of the City of Huntington Park, signed by the Mayor of
8 said City, and attested by the City Clerk, all at a regular
9 meeting of the City Council held on the 3rd day of January,
10 1984, and that the same was passed and adopted by the following
11 vote, to wit:

12 AYES: Councilmen- Roberts, Hennes, Cunningham, Jackson, Parks

13 NOES: Councilmen- None

14 ABSENT: Councilmen- None

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17 City Clerk
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ORDINANCE NO. 2015-951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE TRANSFER OF ORDINANCE NO. 353-NS TO TORRANCE PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY TO CONSTRUCT, LAY, OPERATE, TEST, MAINTAIN, USE, RENEW, REPAIR, REPLACE, MOVE, CHANGE THE SIZE AND NUMBER OF, AND REMOVE OR ABANDON IN PLACE PIPELINES AND APPURTENANCES, FOR THE PURPOSE OF CONDUCTING, TRANSPORTING, CONVEYING AND CARRYING GAS, OIL, PETROLEUM PRODUCTS AND WATER, ON, ALONG, IN, UNDER AND ACROSS PUBLIC STREETS, WAYS, ALLEYS AND PLACES WITHIN THE CITY OF HUNTINGTON PARK

The City Council of the City of Huntington Park does ordain as follows:

Section 1: DEFINITIONS:

Whenever in this Ordinance the words or phrases defined in this section are used, it is intended that they will have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context in which they are used clearly imports a different meaning):

a) The word "Grantee" means legal person, corporation or entity to which the Franchise contemplated in this Ordinance is granted and its lawful successors and assigns.

b) The word "City" means the City of Huntington Park, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

c) The word "streets" means the public streets, ways, alleys and places as the same now or may hereafter exist within the City.

d) The phrase "pipelines and appurtenances" means pipe, pipeline, cable, main, flanges, vent, vault, manhole, meter, gauge, regulator, valve, conduit, attachment, cathodic protection equipment and any other property located or to be located in, upon, along, across, under or over the streets of the City, and used or useful in, or in carrying on the business of, conducting, transporting, conveying and carrying gaseous substances, oil, petroleum products, and water.

1 e) The phrase "lay and use" means to lay, construct, excavate, erect, install,
2 encroach, operate, maintain, use, repair, replace, relocate, or remove.

3 f) The word "Franchise" means and includes any authorization granted by
4 this ordinance in terms of a Franchise, privilege, permit, license or otherwise to lay and
5 use a system of pipelines and appurtenances for conducting, transporting, conveying,
6 and carrying gas, oil, petroleum products and water for any and all purposes in, along,
7 across, upon, over, and under streets within the City. Any authorization, in whatever
8 terms granted, means and includes any license or permit required for the privilege of
9 transacting and carrying on the Grantee's pipeline business within the City.

10
11 **Section 2: NATURE OF FRANCHISE:**

12 The existing Franchise privilege and right, granted by the City to ExxonMobil Oil
13 Corporation pursuant to Ordinance No. 353-NS as amended by Ordinance 535-NS,
14 716-NS and 927-NS, is hereby transferred to Torrance Pipeline Company LLC, a
15 Delaware limited liability company and its successors and assigns, for a term
16 commencing from and after the date of the adoption of this Ordinance, and ending on
17 December 18, 2023, to continue to maintain a certain twelve (12") inch pipeline and no
18 others, and to operate, maintain, use, repair, replace, and/or remove said pipeline,
19 together with all valves, fittings, manholes, service connections, appurtenances, and
20 the equipment as the Grantee, its successors and assigns, may deem necessary or
21 convenient, in, under and along the easterly forty (40') feet of Santa Fe Avenue, within
22 the City limits, together with the right to carry, transport, convey and conduct oil,
23 petroleum, gas, gasoline, water and other substances in and through said facilities.

24 The pipelines and appurtenances will be operated, maintained, replaced or repaired in
25 conformity with all ordinances, rules or regulations in effect at the time of granting of
26 this Franchise, or as prescribed by the City Council and in accordance with the terms
27 and conditions of any permit issued by the Community Development Director or
28 designee.

1 **Section 3: LOCATION OF PIPELINES AND APPURTENANCES:**

2 So far as is practicable, any pipelines and appurtenances laid pursuant to this
3 Franchise will be located along the edge or shoulder of the streets or in the parking
4 areas adjacent to the streets so as not to unreasonably disturb the flow of traffic and
5 where possible will be laid in the unpaved portion of the street.

6 All pipelines and appurtenances will be located in conformity with the orders of the
7 Community Development Director of the City of Huntington Park (the "Community
8 Development Director").

9
10 **Section 4: RIGHT TO CONSTRUCT AND MAINTAIN PIPELINES AND**
11 **APPURTENANCES:**

12 The Grantee will have the right to construct and maintain pipelines and appurtenances
13 as may be necessary or convenient for the proper maintenance and operation of the
14 pipelines and appurtenances under the Franchise. The Grantee has the right, subject
15 to such City ordinances, rules, or regulations as are now or may hereafter be in force,
16 to make all necessary excavations in the streets, for the construction, testing, and
17 repair of new or existing pipelines and appurtenances.

18
19 **Section 5: TERM:**

20 This Franchise is hereby granted to Grantee for a term commencing from and after the
21 date of the adoption of this Ordinance, and ending on December 18, 2023, subject to
22 all of the limitations and restrictions herein contained. Grantee shall have the option to
23 request an extension of this Franchise for two additional 5 year terms (the
24 "Subsequent Terms"). Grantee may exercise its rights to request the extensions of the
25 Franchise by requesting the extensions in writing, pursuant to the notification
26 requirements as outlined in Section 20, no later than ninety days prior to the expiration
27 of the then current term. City may, in its sole discretion, grant the requested
28 extensions.

Section 6: COMPENSATION:

As consideration for the Franchise herewith granted, the Grantee shall pay to the City the following fees:

A. The Grantee shall pay to the City a base annual fee of \$8,906.75 which is based on a rate of \$1.549 per linear foot of 12-inch internal diameter pipeline (there are 5,750 linear feet of 12-inch pipeline in City's streets, pursuant to this Ordinance). Payment is due annually in arrears with first payment due March 2017 and annually thereafter following the enactment of this Ordinance.

B. The compensation provided for in section 6A shall be subject to an increase after the first year of the anniversary date of the Franchise and each subsequent year thereafter during the term of this Franchise. The amount of increase shall be computed pursuant to the Producer Price Index for all commodities in the following manner:

Effective upon approval of this Ordinance, the base CPI for computing the adjustment is the Consumer Price Index, all Urban Consumers for the Los Angeles-Anaheim-Riverside Area (1982-84 = 100) (hereinafter referred to as the "Index"), for the period of July 1991, with said index having a value set at 141.5 (hereinafter referred to as the "Beginning Index"). If the Index published in September for each year proceeding Payment due date (hereinafter referred to as the "Extension Index") has increased over the prior year's Extension Index, the Franchise fee for the following year (until the next adjustment) shall be set by multiplying the Franchise fee set forth in Section 6A by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall this increased compensation be less than the Franchise fee set forth in Section 6A. If the Index is discontinued or revised during the term, such other mutually agreeable governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results that would be obtained if the index had not been discontinued or revised.

For pipelines with an internal diameter not listed above, the fees shall be computed at

1 an annual rate of one dollar and sixty-eight cents per cubic foot.

2
3 Removal or Abandonment

4 1) Notwithstanding the provisions of Sections, A and B of Section 6 the
5 Grantee shall be liable to pay the City the annual fee for the period to and including the
6 date of either actual removal of the facilities, or the effective date of the properly-
7 approved abandonment "in place" authorized by the City, and until the Grantee shall
8 have fully complied with all the provisions of law or ordinances relative to such
9 abandonments.

10 2) In the event of partial abandonment of facilities with the approval of the
11 City as elsewhere in the ordinance provided, or in the event of partial removal of such
12 facilities by the Grantee, the payments otherwise due the City for occupancy of the
13 streets by such facilities shall be prorated beginning with the first day of the next
14 succeeding Franchise year, and for each Franchise year thereafter, at the adjusted
15 base rate due on each anniversary of the Effective Date for each linear foot of pipeline
16 abandoned or removed; provided however, that the said base rate shall be modified to
17 reflect the Index adjustment (per Paragraph B of this Article 6) applicable to such
18 abandoned or removed pipeline at the beginning of the next succeeding Franchise
19 year following abandonment or removal.

20
21 **A. Place of Payment**

22 All payments shall be paid to the office of the Director of Finance of the City of
23 Huntington Park at 6550 Miles Avenue #116, Huntington Park, Ca 90255, or such
24 place as the City shall from time to time designate in writing.

25
26 **Section 7: MAPS AND CAPITAL IMPROVEMENT PLAN:**

27 Within ninety (90) days following the date in which any pipelines and appurtenances or
28 additional pipelines and appurtenances have been laid or constructed under this

Franchise, the Grantee will file a map or maps in such forms as may be required by the Community Development Director showing the accurate location and size of all its pipelines and appurtenances then in place, and will, upon installation of any additional pipelines and appurtenances, or upon removal, change, or abandonment of all or any portion of the pipelines and appurtenances, file a revised map or maps showing the location and size of all such additional, removed, or abandoned pipelines and appurtenances as of that day.

Every three years (3) from the date of adoption of this Franchise, the Grantee will submit a projected three-year capital improvement plan for its facilities subject to this ordinance. Scheduling for repair, replacement or modifications will be described by year and location in order to provide information to the City for coordination with its public works capital improvement program. Projects not on such a schedule may be denied a permit unless the work is an emergency or the need was unforeseen. Justification may be required from the Franchisee as to why it is an emergency or why it was unforeseen at the time of the capital improvement plan.

Section 8: CONSTRUCTION OF PIPELINES AND APPURTENANCES:

A. Terms of Construction.

The pipelines and appurtenances operated, replaced, repaired, constructed or maintained in any manner pursuant to section 4 of this ordinance will be constructed and maintained in a good, workmanlike manner and in conformity with all applicable ordinances, rules or regulations now or subsequently adopted or prescribed by the City Council. All pipelines laid under this Franchise will meet State Fire Marshal standards. Except in an emergency, the Grantee may not excavate in a City street right-of-way without having first applied for and obtained a Construction - Excavation Permit from the Community Development Director. Such application may include a traffic control plan and other information as required by the Community Development Director. The Grantee will pay reasonable fees (including inspection) required by such permit.

1 **B. Restoration of Streets.** The work of constructing, maintaining or repairing all
2 pipelines and appurtenances will be conducted with the least practicable hindrance to
3 the use of the streets for purposes of travel, and as soon as such work is completed,
4 all portions of the street that have been excavated or otherwise damaged will be
5 placed in as good condition as they were before the commencement of such work, to
6 the satisfaction of the Community Development Director. Unless necessitated by a
7 project not conducted by City or Grantee, all street repair work that Grantee performs
8 pursuant to this Franchise will be made by the Grantee at the sole cost and expense of
9 the Grantee in accordance with the ordinances of the City and the conditions of the
10 Construction – Excavation Permit issued by the Community Development Director. If
11 the pipelines and appurtenances are laid across or along the paved portion of a street,
12 the repair of the street, after the pipelines and appurtenances have been laid, will be
13 made by the Grantee at the sole cost and expense of the Grantee. If the Grantee fails
14 or neglects to make the repairs, then thirty (30) days after notice is given to the
15 Grantee by the City, the City may repair the street at the expense of the Grantee, and
16 upon presentation of a bill for the expense, the Grantee will pay the bill at once. The
17 amount chargeable to the Grantee will be the actual reasonable cost of the repair.

18 **C. Conformance Requirements.** The pipelines and appurtenances will be
19 operated, maintained, replaced or repaired in compliance with all applicable laws,
20 ordinances, resolutions, regulations, policies, rules and orders in force at the time the
21 Franchise becomes effective or as may be amended or added from time to time during
22 the term of this Franchise.

23 **D. Certified Test Results:** For those pipelines and appurtenances subject to the
24 provisions of the Pipeline Safety Act of 1981 (Government Code §51010, et seq.) the
25 testing will be performed in accordance with State Fire Marshal requirements, and
26 certified test results will be requested by the City from the Fire Marshal. In the event
27 the State Fire Marshal fails to provide certified test results to the City, Grantee will
28 provide the test results to the City upon request.

1 1) Conformance Requirements: The pipelines and appurtenances will be
2 operated, maintained, replaced or repaired in accordance with the latest applicable
3 revision of the "American National Standard Code for Pressure Piping ANSI/ASME
4 B31.4-1979;" the American Petroleum Institute Standard 1104; the Code of Federal
5 Regulations, Part 195, Title 49 U.S.C. or other applicable standards and codes,
6 whichever is the most stringent. The pipelines and appurtenances will further be
7 operated, maintained, replaced or repaired in accordance with all applicable Federal
8 and/or State standards for the construction of intrastate pipelines as set forth in
9 Federal laws, rules and regulations. Whenever there is a conflict in Federal or State
10 standards, the more stringent standard will prevail.

11
12 **Section 9: EMERGENCY EQUIPMENT AND CREWS:**

13 At all times during the term of this Franchise, the Grantee will maintain on a twenty-
14 four hour a day basis adequate equipment and a properly trained crew, or qualified
15 contractors, with the ability to quickly shut off the pressure and the flow of contents of
16 the pipelines and appurtenances in the event of an emergency resulting from an
17 earthquake, act of war, civil disturbance, flood, computer malfunction or other cause.

18
19 **Section 10: BREAKS OR LEAKS:**

20 If any portion of any street is damaged by reason of breaks or leaks in any pipe or
21 appurtenance constructed under this Franchise, the Grantee will, at its sole cost and
22 expense, following written or oral notification, repair any such damage and put the
23 street in as good condition as it was in before the break or leak, to the satisfaction of
24 the Community Development Director.

25
26 **Section 11: REARRANGEMENT OF PIPELINES AND APPURTENANCES:**

27 **A. Expense of Grantee.**

28 1) If any of the Grantee's pipelines and appurtenances endanger the public

1 safety in the use of the public streets or interfere with or obstruct the use of any street
2 by the public or for the public purposes, the City will have the right to require the
3 Grantee, at the Grantee's sole cost and expense, to move, alter or relocate the
4 pipelines and appurtenances (the "rearrangement") to avoid such danger, interference
5 or obstruction, in conformity with the written notice of the Community Development
6 Director.

7 2) Whenever, during the existence of this Franchise, the City changes the
8 grade, width or location of any street or improves any street in any manner, including
9 the laying of any city sewer, storm drain, conduits, gas, water or other pipelines, or
10 constructs any pedestrian tunnels, or other work of the City, (the right to do all of which
11 is specifically reserved to the City without any admission on its part that it would not
12 otherwise have such rights) and such work will, in the opinion of the Community
13 Development Director, render necessary any change in the position or location of any
14 pipelines and appurtenances of the Grantee in the street, while such work is being
15 done or performed, the Grantee will, at its sole cost and expense, do any and all things
16 reasonable to effect such change in position, in conformity with the written notice of the
17 Community Development Director if the work is for city purposes and not for the
18 primary benefit of a non-City entity; provided, however, that the City will not require the
19 Grantee to remove its pipelines and its appurtenances entirely from the street.

20 3) In case the Grantee fails to commence work in compliance with written
21 notice provided in subsection B(3), within one hundred and twenty (120) days after
22 service of the notice upon Grantee (unless Grantee is unable to comply with such
23 notice by reason of strikes, riots, acts of God, or acts of public enemies, or any other
24 uncontrollable reason), the Community Development Director may cause the work
25 required in the notice to be performed by the City or, at the election of the City, by a
26 private contractor qualified to perform work on petroleum pipelines and their
27 appurtenances. The Grantee agrees to pay the reasonable costs within sixty (60) days
28 after delivery of an itemized bill. The cost of doing the work will be considered the

1 actual cost. If the Grantee is dissatisfied with any determination of the Community
2 Development Director permitted by this section, it may petition the City Manager to
3 review the Community Development Director's decision within ten (10) days after the
4 Community Development Director's decision. During the pendency of such petition,
5 the work required to be done will be suspended.

6 **B. City Utility Systems; Rearrangement at Expense of Others:**

7 1) The City will have the right to require the Grantee to rearrange any part of
8 the Grantee's pipelines and appurtenances for the accommodation of the City when
9 such rearrangement is done for the accommodation of any water, electric, gas or other
10 utility system now or hereafter owned or operated by the City. Except as otherwise
11 provided in subsection B(2) of this section 11, such rearrangement will be at the
12 Grantee's sole cost and expense.

13 2) When such rearrangement is done for the accommodation of any person,
14 firm or corporation other than one of the utility systems owned or operated by the City,
15 the cost of such rearrangement will be borne by the accommodated party. The
16 accommodated party, in advance of any rearrangement, will deposit with the Grantee
17 or the City Clerk cash or a corporate surety bond in an amount based upon an
18 itemized statement of costs for such rearrangement, as prepared by Grantee, and the
19 accommodated party will execute an instrument agreeing to indemnify and hold
20 harmless the Grantee from any and all damages or claims caused by the
21 rearrangement.

22 3) The rearrangement referred to in subsection (1) of this subsection B of
23 this section 11 will be accomplished in conformity with the written notice of the
24 Community Development Director. Should Grantee fail to commence work in
25 compliance with the written notice within one hundred and twenty (120) days after
26 service of the notice upon the Grantee (unless the Grantee is unable to comply with
27 the notice by reason of strikes, riots, acts of God, or acts of public enemies or any
28 other uncontrollable reason), the Community Development Director may cause the

work required in the notice to be done to be performed by the City or, at the election of the City, by private contractor qualified to perform work on petroleum pipelines and their appurtenances. The Grantee agrees to pay to the City within sixty (60) days after delivery of an itemized bill covering the reasonable cost of performing the work. The cost of doing the work will be considered the actual cost. If the Grantee is dissatisfied with any determination of the Community Development Director permitted by this section, it may petition the City Manager to review the decision within ten days after the determination.

C. Rearrangements of the Pipelines and Appurtenances of Others:

Nothing in this Franchise will be construed to require the City, or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon the streets for the convenience, accommodation or necessity of the Grantee.

D. Notice:

Grantee will be given not less than one hundred twenty (120) days written notice of any rearrangement of pipelines and appurtenances, which Grantee is required to make under this Franchise. The notice will specify in reasonable detail the work to be done by the Grantee and will specify the time that the work is to be accomplished. In the event that the City changes the provisions of any such notice given to Grantee, then Grantee will be given an additional period not less than thirty (30) business days to accomplish the work.

Section 12: REMOVAL OR ABANDONMENT OF PIPELINES AND APPURTENANCES:

At the time of expiration, non-renewal, revocation, or termination of this Franchise or of the permanent discontinuance of the use of its pipelines and appurtenances, the Grantee will, within sixty (60) business days thereafter, make a written application to the Community Development Director for authority to engage in one of the following:

1 (1) abandon all, or a portion, of such pipelines and appurtenances in place; (2) remove
2 all, or a portion, of such pipelines and appurtenances; or (3) to transfer ownership of
3 the pipelines and appurtenances to the City to use as a conduit. Such application will
4 describe the pipelines and appurtenances desired to be abandoned by reference to
5 the map or maps required by section 7 of this ordinance and will also describe with
6 reasonable accuracy the relative physical condition of the pipelines and
7 appurtenances.

8 Thereupon, the Community Development Director will determine whether any
9 abandonment, removal or transfer that is proposed may be effected without detriment
10 to the public interest or under what conditions the proposed abandonment, removal or
11 transfer may be safely effected and will then notify the Grantee of any such
12 requirements and Grantee shall either remove all, or a portion of such pipelines and
13 appurtenances, abandon in place all, or a portion, of such pipelines and
14 appurtenances, or transfer ownership of the pipelines and appurtenances to the City to
15 use as a conduit.

16 If, for any reason, Grantee suspends operations of any of the pipelines contained in
17 this Franchise for a period in excess of ninety (90) days, Grantee will notify the
18 Community Development Director. During this period of suspended operations, the
19 Grantee will maintain its pipelines pursuant to State Fire Marshal standards. This will
20 continue until such a time as the pipeline is returned to service, abandoned or no
21 longer an asset of Grantee's. This section shall apply only to those pipelines
22 suspended from service subsequent to the enactment of the California Pipeline Safety
23 Act of 1981.

24 If any pipelines and appurtenances to be abandoned in place subject to prescribed
25 conditions are not abandoned in accordance with all such conditions, then the
26 Community Development Director may make additional appropriate orders, including, if
27 he deems desirable, an order that the Grantee remove all such pipelines and
28 appurtenances in accordance with applicable requirements at Grantee's sole cost

1 expense. In the event the Grantee fails to remove any pipelines and appurtenances
2 which it is obligated to remove in accordance with such applicable requirements as
3 may be prescribed by the Community Development Director, then the City may remove
4 such pipelines and appurtenances at the Grantee's sole cost and expense and the
5 Grantee will pay to the City the actual reasonable cost of removal.

6 Should any pipelines and appurtenances under this Franchise be abandoned in
7 accordance with directives of the State Fire Marshal and without City approval,
8 whether or not payments have terminated, and the pipelines and appurtenances
9 interfere at a future time with any public works project, Grantee will, upon request of
10 the Community Development Director, remove the pipelines and appurtenances at
11 Grantee's sole cost and expense. This section 12 will survive the termination or
12 expiration of this ordinance.

13 14 **Section 13: COMPLETION OF WORK:**

15 Whenever the Grantee fails to complete any work required of the Grantee by the terms
16 of this Franchise within the time limits required under this Franchise, the City may
17 cause the work to be completed by the City or, at the election of the City, by a qualified
18 private contractor. The Grantee agrees to pay to the City within sixty (60) days after
19 delivery of an itemized bill covering the reasonable cost of performing the work. The
20 cost of doing the work will be considered the actual cost. If the Grantee is dissatisfied
21 with the determination of the amount, it may petition the City Manager to review the
22 amount within ten days after such determination.

23 24 **Section 14: INSURANCE:**

25 **A.** Grantee must maintain at its sole cost and expense the following insurance,
26 subject to self-insurance provisions:

27 1) Automobile Liability, including owned, non-owned and hired vehicles, with
28 at least the following limits of liability:

1 a) Primary Bodily Injury with limits of at least \$250,000 per person,
2 \$500,000 per occurrence; and

3 b) Primary Property Damage of at least \$100,000 per occurrence, or
4 combined single limits of at least \$1,000,000.

5 2) General Liability including coverage for premises, products and
6 completed operations, personal injury and contractual obligations with combined single
7 limits of coverage of at least \$5,000,000 per occurrence. Grantee will ensure that all
8 independent contractors/vendors provide a like or greater amount of insurance as
9 required herein.

10 3) Pollution Liability including coverage for bodily injury or property damage
11 arising out of the sudden and accidental discharge, release or escape of smoke,
12 vapors, soot, fumes, acids, alkalis, toxic chemicals or gases, waste materials or other
13 irritants, contaminants or pollutants into or upon land, the atmosphere, or any
14 watercourse or bodies of water with combined single limits of coverage of at least
15 \$5,000,000.

16 4) Workers' Compensation with limits as required by the State of California
17 and Employers Liability with limits of at least \$500,000.

18 **B.** City, the City Council, and each member thereof, members of boards and
19 commissions, every officer, agent, official, employee and volunteer must be named as
20 additional insured under the general liability policy.

21 **C.** Except as permitted in subsection "F" of this section 15, Grantee must provide
22 certificates of insurance and/or endorsements to the City Clerk of the City of
23 Huntington Park at the request of the City Clerk.

24 **D.** Each insurance policy required by this section must contain a provision that no
25 termination, cancellation or change of coverage can be made without thirty days'
26 notice to City.

27 **E.** Insurance required by this Franchise will be satisfactory only if issued by
28 companies admitted to do business in California, rated "B+" or better in the most

1 recent edition of Best's Key Rating Guide, and only if they are of a financial category
2 Class VII or better, unless these requirements are waived by the Risk Manager of City
3 ("Risk Manager") due to unique circumstances. In the event the Risk Manager
4 determines that an increased or decreased risk of loss is posed to City, Grantee
5 agrees that the minimum limits of any insurance policies or performance bonds
6 required by this Agreement may be changed accordingly upon receipt of written notice
7 from the Risk Manager; provided that Grantee will have the right to appeal a
8 determination of increased coverage by the Risk Manager to the City Council of City
9 within 10 days of receipt of notice from the Risk Manager.

10 **F.** Grantee will have the option to self-insure such risks and insurance obligations,
11 for which Grantee will, at the request of the City, provide its standard letter of self-
12 insurance, in a form acceptable to City, for risks and insurance obligations agreed to
13 under this Franchise.

14
15 **Section 15: INDEMNIFICATION BY GRANTEE:**

16 Grantee will indemnify, defend, and hold harmless City, the City Council, each member
17 thereof, present and future, its officers, agents and employees from and against any
18 and all liability, expenses, including defense costs and legal fees, and claims for
19 damages whatsoever, including, but not limited to, those arising from breach of
20 contract, bodily injury, death, personal injury, property damage, loss of use, or property
21 loss arising out of Grantee's exercise of its rights under this Franchise. The obligation
22 to indemnify, defend and hold harmless includes, but is not limited to, any liability or
23 expense, including defense costs and legal fees, arising out of Grantee's, its officers,
24 employees, agents, subcontractors or vendors exercise of its rights under this
25 Franchise. It is further agreed, Grantee's obligations to indemnify, defend and hold
26 harmless will apply except to the extent of concurrent negligence or willful misconduct,
27 on the part of City, the City Council, each member thereof, present and future, or its
28 officers, agents, employees, contractors, subcontractors or vendors.

Section 16: ASSIGNMENT:

No transfer, assignment or lease, or attempted transfer, assignment or lease, of this Franchise, or of any right, privilege or interest therein, to any person, firm, or corporation, shall have any force, effect or validity unless and until the following is satisfied:

a) The Grantee shall have duly executed a good and sufficient instrument making such transfer, assignment, or lease, and a certified copy thereof shall have been filed in the office of the City Clerk.

b) An ordinance of the City consenting to such transfer, assignment or lease shall have been duly adopted and become effective; however, such consent shall not be unreasonably withheld if the transferee, assignee or lessee, shall be a responsible Corporation in good standing authorized to do business in the State of California.

c) The transferee, assignee, or lessee, shall duly execute and file in the office of the City Clerk a good and sufficient instrument accepting such transfer, assignment or lease, assuming all the obligations of the Grantee under this Franchise.

d) The new transferee, assignee, or lessee will pay to the City a sum of money sufficient to reimburse it for all expenses incurred by it in connection with the approval of the sale, transfer, assignment, or lease of this Franchise; said payment to be made within thirty (30) days after the City will have furnished said Grantee with a written statement of such expenses.

Section 17: DEFAULT:

A. Noncurable Default.

In the event that the Grantee defaults in the performance of any of the terms, covenants or conditions contained in this Franchise and the default is not curable, the City may declare this Franchise forfeited. Upon giving written notice of the forfeiture to the Grantee, this Franchise will be void and the rights of the Grantee under this Franchise will cease and terminate and the Grantee will execute an instrument of

surrender and deliver the surrender to the City.

B. Curable Default.

In the event that the Grantee defaults in the performance of any of the terms, covenants and conditions contained in this Franchise and the default is curable, the City will give written notice to the Grantee of the default. In the event that the Grantee does not commence the work necessary to cure the default within one hundred and twenty (120) days after notice is sent or fails to prosecute the work diligently to completion, the City may declare this Franchise forfeited. Upon giving written notice of the forfeiture to the Grantee, this Franchise will be void and the rights of the Grantee under this Franchise will cease and terminate and Grantee will execute an instrument of surrender and deliver the surrender to the City.

C. Cumulative Remedies.

No provision herein made for the purpose of securing the enforcement of the terms and conditions of this Franchise shall be deemed an exclusive remedy, or to afford the exclusive procedure, for the enforcement of said terms and conditions, but the remedy and procedure herein provided in this Franchise, in addition to those provided by law, shall be deemed to be cumulative.

Section 18: SUPERSEDURE:

This Franchise will be in lieu of any like Franchise, if any has been previously granted by the City to the Grantee for same pipeline and appurtenances and any such other Franchise, if any, will be deemed to be and will be repealed as of the date upon which the grant of this Franchise is effective, and the rights, liabilities and obligations of the Grantee under such other Franchise will thereupon cease and terminate. Should the foregoing be applicable to the grant of this Franchise, the Grantee will pay to the City any and all amounts accrued up to the effective date of this Franchise under such other Franchise so repealed as shown by statement of such amounts in the form required by such other Franchise filed not later than ninety days after this ordinance

1 becomes effective. Payment of such amounts will be made with the filing of such
2 statement.

3
4 **Section 19: SCOPE OF RESERVATION:**

5 Nothing contained in this Franchise will ever be construed so as to exempt the Grantee
6 from compliance with all applicable ordinances of the City now in effect or which may
7 be subsequently adopted which are not inconsistent with the terms of this Franchise.

8 The enumeration in this Franchise of specific rights reserved will not be construed as
9 exclusive, or as limiting the general reservations in the Franchise made or as limiting
10 such rights as the City may now or hereafter have in law.

11 Furthermore, the City (without admitting or recognizing in any way that it is not already
12 vested with the powers hereinafter reserved) hereby expressly reserves the right to
13 grade, widen, relocated, sewer, pipe, macadamize, to lay, conduit, water, gas, or other
14 pipe therein, or to alter, repair, or otherwise provide for the making of local
15 improvements in the streets along which this Franchise is granted, and the City also
16 hereby expressly reserves the right to enact and enforce all reasonable and proper
17 ordinances in the exercise of its police power, or its power to make and provide for the
18 making of local improvement by special assessment, and nothing herein contained
19 shall ever be construed or taken to exempt or as a contract right exempting the
20 Grantee from complying with such ordinances now in force or which may hereafter be
21 adopted. The enumeration herein of specific rights reserved shall not be taken as
22 exclusive or as limiting the general reservations here made.

23
24 **Section 20: NOTICE:**

25 Any notice required to be given under the terms of this Franchise, the manner of
26 service of which is not specifically provided for, may be served as follows:

27 Upon the City, by serving the City Clerk personally, or by sending written notice
28 addressed to:

1 City Clerk of the City of Huntington Park
2 City Hall
3 6550 Miles Avenue
4 Huntington Park Ca, 90255

5 and depositing such notice in the United States mail, postage prepaid. Upon the
6 Grantee, by sending written notice to Grantee, addressed to:

7 PBF Energy
8 Attn: Right of Way Manager
9 12851 E. 166th Street
Cerritos, Ca 90703

10 or such other address as may from time to time be furnished in writing by one party to
11 the other and depositing the notice in the United States mail, postage prepaid. When
12 the service of any such notice is made by mail, the time of such notice will begin with
13 and run from the date of the deposit of the notice in the United States mail.

14
15 **Section 21: SUCCESSORS:**

16 The terms and conditions of this Franchise will inure to the benefit of or will bind, as the
17 case may be, the successors and assigns of the parties to this Franchise, subject,
18 however, to the provisions of section 16.

19
20 **Section 22: ACCEPTANCE OF FRANCHISE:**

21 This Franchise is granted and will be held and enjoyed only upon the terms and
22 conditions contained within this Franchise, and the Grantee must, within thirty business
23 days after the passage of the ordinance granting this Franchise, file with the City Clerk
24 of the City of Huntington Park a written acceptance of the terms and conditions.

25
26 **Section 23: FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE:**

27 This Franchise is granted upon each and every condition contained within this
28 Franchise and will be strictly construed against Grantee. Nothing will pass hereby

1 unless it be granted in plain and unambiguous terms. Each of the conditions is a
2 material and essential condition to the granting of this Franchise.

3
4 **Section 24: FORCE MAJEURE:**

5 The time within which Grantee is obligated under this Franchise to construct, erect,
6 maintain, operate, repair, renew, change the size of and remove pipelines and
7 appurtenances or other improvements will be extended for a period of time equal in
8 duration to, and performance in the meantime will be excused on account of and for
9 and during the period of, any delay caused by strikes, threats of strikes, lockouts, war,
10 threats of war, insurrection, invasion, acts of God, calamities, violent action of the
11 elements, fire, action or regulation of any governmental agency, law or ordinance,
12 impossibility of obtaining materials, or other things beyond the reasonable control of
13 Grantee.

14
15 **Section 25: DAMAGE TO PUBLIC PROPERTY:**

16 Any damage done directly or indirectly to any public property by Grantee, in exercising
17 directly or indirectly any right, power, or privilege under this Franchise, or in performing
18 any duty under or pursuant to the provisions of this Franchise, will be promptly repaired
19 by Grantee at its sole cost and expense.

20
21 **Section 26: RECORDS AND PERIODIC REPORTS:**

22 At all reasonable times and after prior written notice, Grantee will permit the City, at the
23 request of the Community Development Director, to examine all property of Grantee
24 erected, constructed, laid, operated or maintained pursuant to this Franchise, together
25 with any appurtenant property of Grantee, and to examine and transcribe any and all
26 books, accounts, papers, maps, and other records kept or maintained by Grantee or
27 under its control, with regard to safety issues associated with this Franchise, excepting
28 however such books or records that are classified proprietary or confidential in nature.

1 Annually, during the life of this Franchise, and concurrently with provision of the annual
2 payment pursuant to section 6, Grantee will file with the Community Development
3 Director, for the immediately preceding Franchise period the length of lines in streets,
4 the internal diameter of such lines, the rate per foot per year, and the total amount due
5 to the City.

6
7 **Section 27: PRIOR FRANCHISES:**

8 All pipelines and appurtenances erected, constructed, laid, operated or maintained by
9 Grantee in the streets, whether installed by Grantee or not, in the area described in
10 and by virtue of the authority provided by the ordinance granting this Franchise, prior to
11 the effective date of this ordinance, except those maintained under prior right other
12 than Franchise, will become subject to all the terms and conditions of this ordinance
13 upon its effective date. The parties intend by this provision to ensure that no lineal
14 footage of pipeline which is constructed, erected, maintained, operated, repaired,
15 renewed, changed in size, or removed by Grantee within the City of Huntington Park is
16 inadvertently omitted from this Franchise unless otherwise covered by separate
17 agreement with the City.

18
19 **Section 28: SEVERABILITY:**

20 If any section, subsection, sentence, clause, or phrase of this ordinance is for any
21 reason held to be invalid or unconstitutional by the decision of any court of competent
22 jurisdiction, the decision will not affect the validity of the remaining portions of the
23 ordinance. The City Council declares that it would have passed this ordinance and
24 each section, subsection, sentence, clause and phrase, irrespective of the fact that
25 any one or more sections, subsections, sentences, clauses or phrases are declared
26 invalid or unconstitutional.

Section 29: EFFECTIVE DATE:

This ordinance will take effect thirty (30) days after the date of its adoption. Within fifteen days following adoption, this ordinance or a summary of this ordinance, if authorized by the City Council, will be published at least once in the Daily Breeze, a newspaper of general circulation, published and circulated in the City of Huntington Park.

Section 30: ATTORNEY'S FEES:

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this ordinance (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this ordinance, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

INTRODUCED AND APPROVED this ____ day of _____, _____.

ADOPTED AND PASSED this ____ day of _____, _____.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division
3950 Paramount Blvd., Suite 210
LAKEWOOD, CA 90712
(562) 497-9100
Website: www.fire.ca.gov



September 27, 2016

Michael Ackerman
Acting Director of Public Works/City Engineer
6550 Miles Avenue
Huntington Park, CA 90255

RE: EXXONMOBIL PIPELINE M-145 (OSFM LINE# 0205)

Dear Mr. Ackerman :

The office of the State Fire Marshal confirms that ExxonMobil is in compliance with federal and state laws and regulations regarding the maintenance and operation of the below referenced pipeline in the City of Huntington Park.

ExxonMobil's M-145 line flows from ExxonMobil Torrance meter station to ExxonMobil Vernon Terminal with a connection to Kinder Morgan Watson station. M-145 is 12" in diameter and is 18.26 miles in total length.

ExxonMobil is required to operate and maintain its pipelines pursuant to the California Pipeline Safety Act and the U.S. DOT Code of Federal Regulations (CFR). A standard inspection of this pipeline was conducted in March 2016 with no violations found. A successful pressure test was last conducted on August 4, 2015. An internal inspection of the pipeline (Smart Pig) was performed in April 28, 2015.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Chuck Mac Donald
Supervisor Pipeline Safety Engineer

[illegible]

Legend

Huntington Park

M-145 TORRANCE-VERNON





CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

November 15, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT WITH OLDTIMERS HOUSING DEVELOPMENT CORPORATION-IV FOR MIDDLETON PLACE PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve a Second Amendment to Affordable Housing Agreement with Oldtimers Housing Development Corporation-IV for the construction of a residential project located at 6614 & 6700 Middleton Street (Middleton Place Project);
2. Direct staff to work with legal counsel to complete the second amendment to the Agreement, which will reflect the revisions discussed in this staff report; and
3. Authorize the City Manager to execute the Agreement and all documents required as part of the Project in a form approved by legal counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 3, 2007, the former Community Development Commission ("CDC") and the Oldtimers Housing Development Corporation –IV, a designated Community Housing Development Organization ("CHDO") entered into an Affordable Housing Agreement ("Agreement") to acquire and rehabilitate a six-unit property located at 6700 Middleton Street. It is important to note that in the past, the City authorized the CDC to administer its HOME funds and enter into agreements for the construction of residential projects. However, now that CDC is in the process of dissolving, the City will continue to be responsible for the administration of its HOME funds.

Shortly after the acquisition of the property at 6700 Middleton Street, the adjacent property located at 6614 Middleton Street became available for purchase. It was then determined that the acquisition of two contiguous properties would provide an excellent opportunity to consolidate both lots and develop a high quality and larger project that would make a positive impact on the neighborhood. As a result, the Agreement was amended in October 2008 to increase the total loan amount from to \$863,000 to \$1.52 million (\$1.34 million HOME funds and \$450,000 in redevelopment low and mod set

APPROVE SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT WITH OLDTIMERS HOUSING DEVELOPMENT CORPORATION-IV FOR MIDDLETON PLACE PROJECT

November 15, 2016

Page 2 of 5

aside) to acquire the second property and fund soft costs associated with merging and developing a concept plan for both properties.

The Agreement was subsequently amended on May 16, 2011, to increase the loan amount to \$4.7 million to include costs for the construction of 11 residential units. However, in 2012 the project was suspended due to the dissolution of redevelopment, which impacted the City's ability to lend funding from RDA low-mod set-aside funds. In an effort to secure the financing needed to complete the project, Oldtimers partnered with a private developer, AMG & Associates, to apply for housing tax credit financing offered by the California Tax Credit Allocation Committee Program (CTAC). This program facilitates investment of private capital for the development of affordable housing. On June 8, 2016, the project was successfully awarded \$5.7 million in federal tax credit equity.

Due to the changes in financing amounts and sources, the existing agreement with Oldtimers will need to be amended to reduce the City's financial assistance and incorporate the new financing structure. Additionally, under the revised agreement, ownership of the project will be replaced by Huntington Park Pacific Associates - the partnership formed between Oldtimers, AMG & Associates and RCC MGP, LLC. Under this new partnership Oldtimers serves as a qualified CHDO owner.

Revised Project Design

On March 25, 2015, the Planning Commission approved the revised project design which will consist of the construction of 20 residential units in a three story, elevator serviced apartment building. The site is approximately 0.40 acres and zoned high density residential, which allows for multi-family residential development. The Project will include a mix of 10 one-bedroom units (648 sq. ft.), 5 two-bedroom units (769 sq. ft.) and 5 three-bedroom units (1,038 sq. ft.). All living units will be located on the second and third floors with parking, storage, and common areas on the ground floor. The common area will consist of approximately 660 square feet and provide exercise equipment, communal kitchen and open room for residents to gather and socialize. Additionally, a laundry room will be located in the second floor. The project will include green and sustainable features that will meet minimum requirements of the Green Point Rated Program (Attachment A - Architectural Drawings). It is anticipated that the construction period will take approximately 12 to 18 months.

Revised Financing Structure

Originally, the Middleton Place project was to be financed with City sources totaling \$4.76 million. The revised financing structure reduces the City subsidy to \$2.67 million and incorporates \$5.71 million in federal tax credit equity financing and a \$975,000 private loan.

APPROVE SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT WITH OLDTIMERS HOUSING DEVELOPMENT CORPORATION-IV FOR MIDDLETON PLACE PROJECT

November 15, 2016

Page 3 of 5

Table I illustrates the reduction in the City's loan amount, and Tables II & III show the revised financing sources and uses:

Table I - Middleton Place City Funding Sources

Funding Source	May 2011	2016
Federal HOME	2,040,715	2,025,707
RDA Set-Aside	2,721,285	637,515
Total Loan	\$ 4,762,000	\$ 2,663,222

Note: To date total of \$2.67 million of the loan has been spent on acquisition, demolition and soft costs

Table II - Middleton Place Funding Sources

Source	Type	Amount	Interest Rate	Am/Term (years)	Payment Terms
California Bank & Trust	Tax Credit Equity	5,710,717	N/A	N/A	N/A
City of Huntington Park	HOME/RDA Set-a	2,663,222	0.50%	55/55	Res. Receipts
California Bank & Trust	Permanent Loan	975,000	6.00%	30/30	NA
Total Sources of Funds		\$ 9,348,939			

Project received \$528,823 annually in federal tax credit allocations. Developer can use ten times the allocation amount or \$5.29 million

Table II - Middleton Place Uses of Funds

Land Costs	1,156,000
Construction	4,978,111
Construction Contingency	255,000
Financing Costs	246,943
Architecture & Engineering	500,000
Other Soft Costs	902,236
Developer Fees	917,307
Soft Cost Contingency	300,000
Reserves	93,342
Total Uses of Funds	\$ 9,348,939

APPROVE SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT WITH OLDTIMERS HOUSING DEVELOPMENT CORPORATION-IV FOR MIDDLETON PLACE PROJECT

November 15, 2016

Page 4 of 5

FISCAL IMPACT/FINANCING

The second amendment to the Agreement will decrease the City's loan amount from \$4,762,000 to \$2,663,222. The \$2,663,222 loan was disbursed during prior fiscal years 2007/2008 through 2011/2012 to pay for costs associated with property acquisition, demolition, and other indirect project expenses (i.e. architectural, legal, engineering). This loan includes funds from HOME (\$2,035,708) and RDA set-aside (\$637,515). The loan terms will be as follows:

- Loan amount of \$2,673,222
- 3% interest rate
- 55-year loan term
- Secured with a second/third trust deed
- Residual receipt payments set at 50% of available cash flow beginning in Year 1, after payment of operating expenses, senior debt service, asset management fee and developer fee

LEGAL AND PROGRAM REQUIREMENTS

The City receives on average approximately \$450,000 every year in HOME funds, which can only be used to fund affordable housing projects and programs. Under HOME regulations, the City is required to commit and to spend HOME funds in a timely fashion, which includes funds statutorily reserved for Community Housing Development Corporations (CHDOs), to develop, sponsor or own housing. Program regulations require the preparation of a financial analysis demonstrating that the HOME assistance is required for affordable housing projects. For reference attached is a copy of the financial analysis, which outlines the major financial deal points for the revised project. A financial analysis concluded that an amount of up to \$2,038,993 in HOME funds is warranted for the project. Both HOME and TCAC program guidelines require that rental units remain affordable to families earning 30-60% of area median income for Los Angeles County. The estimated rents, including utilities, will range from \$700 to \$1,295 per month.

**APPROVE SECOND AMENDMENT TO AFFORDABLE HOUSING AGREEMENT
WITH OLDTIMERS HOUSING DEVELOPMENT CORPORATION-IV FOR
MIDDLETON PLACE PROJECT**

November 15, 2016

Page 5 of 5

CONCLUSION

Upon approval of the revisions outlined in this staff report, staff will work with legal counsel to complete the second amendment to the Agreement, which will reflect the revisions discussed in this staff report.

Respectfully submitted,



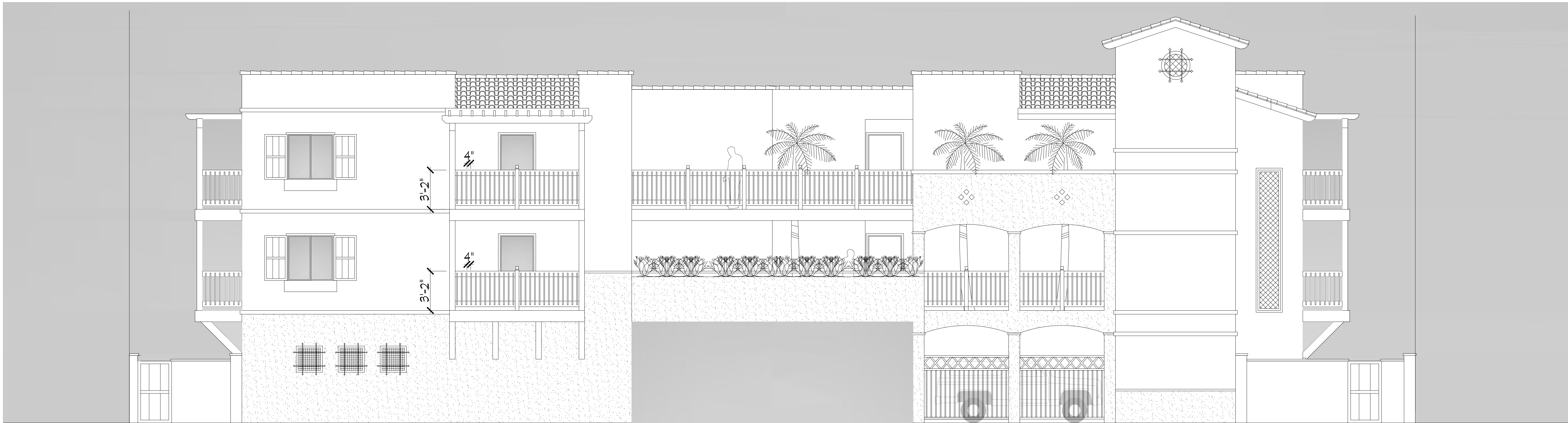
EDGAR P. CISNEROS
City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENT(S)

- A. Middleton Place Architectural Drawings
- B. Middleton Place Financial Analysis
- C. Subject Property Aerial Photo



6700 MIDDLETON

HUNTINGTON PARK, CA.

STANDARD ABBREVIATIONS

®	AT	COMP.	COMPOSITION	EXTR.	EXTRUDED	INT.	INTERIOR
A.B.	ANCHOR BOLT	CONC.	CONCRETE	F.D.	FLOOR DRAIN	I.S.F.W.	INSIDE OF FINISH WALL
A.D.	AREA DRAIN	CONSTR.	CONSTRUCTION	FDN.	FOUNDATION	J.T.	JOINT
ADJ.	ADJACENT	CONTR.	CONTRACTOR	FIN.	FINISH	M.O.	MASONRY OPENING
A.F.F.	ABOVE FINISH FLOOR	CPT.	CARPET	FL.	FLOOR	MAX.	MEMBER
ALUM.	ALUMINUM	CTR.	CENTER	FLASH.	FLASHING	MECH.	MECHANICAL
APPROX.	APPROXIMATELY	DBL.	DOUBLE	F.O.C.	FACE OF CONCRETE	MEMB.	MEMBRANE
ARCH.	ARCHITECT	D.F.	DOUGLAS FIR	F.O.F.	FACE OF FINISH	MFR.	MANUFACTURER
A.S.	ASPHALTIC CONCRETE	DIA.	DIAMETER	F.O.M.	FACE OF MASONRY	MIN.	MINIMUM
ASSY.	ASSEMBLY	DIM.	DIMENSION	F.O.S.	FACE OF STUD	MISC.	MISCELLANEOUS
B.O.	BOTTOM OF	DN.	DOWN	FRM'G.	FRAMING	MTD.	MOUNTED
BD.	BOARD	DR.	DOOR	FT.	FOOT / FEET	MTL.	METAL
BIT.	BITUMEN(OUS)	D.S.	DOWNSPOUT	FTG.	FOOTING	N.I.C.	NOT IN CONTRACT
BLDG.	BUILDING	DTL.	DETAIL	GA.	GALVE	N.T.S.	NOT TO SCALE
BLKS.	BLOCKING	DWS.	DRAWING	GALV.	GALVANIZED	NAT.	NATURAL
BM.	BEAM	E.A.	EACH	GYP.	GYPSPUM	NOM.	NOMINAL
CAB.	CABINET	ELEC.	ELECTRICAL	H.B.	HOSE BIBB	O.	OVER
C.B.	CATCH BASIN	EL.	ELEVATION	H.C.	HOLLOW CORE	O.C.	ON CENTER
C.T.	CERAMIC TILE	ENCL.	ENCLOSURE	H.M.	HOLLOW METAL	O.D.	OUTSIDE DIAMETER
CEM.	CEMENT	EQ.	EQUAL	HDR.	HEADER	O.H.	OVER HEAD
CL.	CENTER LINE	EXIST.	EXISTING	HORIZ.	HORIZONTAL	OPEN'G.	OPENING
CLG.	CEILING	EXP.	EXPANSION	HT.	HEIGHT	OPP.	OPPOSITE
CLR.	CLEAR	EXT.	EXTERIOR	I.D.	INSIDE DIAMETER	O.S.F.W.	OUTSIDE FACE OF FINISH WALL
COL.	COLUMN			INSUL.	INSULATION	P.L.	PROPERTY LINE

LEGEND OF SYMBOLS

	METAL		NORTH ARROW		CONT. WOOD BLOCKING
	PLYWOOD		SECTION		WOOD BLOCKING
	GYPSPUM WALLBOARD		GRID LINE		CARPET SECTION
	CONCRETE		MATCH LINE		DETAIL NUMBER
	FINISH WOOD		ELEVATION		SHEET ON WHICH DETAIL OCCURS
	BATT INSULATION		DIRECTION OF SLOPE		ROOM FINISH NOTE
	ACOUSTICAL TILE				DOOR NUMBER
					ROOM NUMBER
					DRAWING NUMBER
					CENTERLINE

LEGAL DESCRIPTION

PROJECT SUMMARY

LOT AREA (GROSS)	17,445 S.F.
LOT AREA (NET)	16,894 S.F.
ZONING	R-H (HIGH DENSITY RESIDENTIAL)
TYPE OF CONSTRUCTION	V-A
OCCUPANCY GROUP	R-2
TOTAL HABITABLE:	14,670 S.F.
LOT COVERAGE	9,747/16,894=57%
PARKING PROVIDED:	2/UNIT (TANDEM) = 40
VISITOR PARKING:	4 COMPACT 2 STANDARD = 6
HANDICAP:	1
TOTAL PARKING:	47

10-1 BEDROOM
5-2 BEDROOM
5-3 BEDROOM

SHEET INDEX

ARCHITECTURAL:

A-0.1	COVER SHEET
A-0.2	ATTACHMENT
A-1.1	SITE PLAN
A-2.1	1ST FLOOR PLAN
A-2.2	2ND FLOOR PLAN
A-2.3	3RD FLOOR PLAN
A-2.4	ROOF PLAN
A-2.5	ENLARGED FLOOR PLAN
A-2.6	ENLARGED FLOOR PLAN
A-2.7	ENLARGED STAIR 1
A-2.8	ENLARGED STAIR 2
A-3.1	ELEVATIONS
A-3.2	ELEVATIONS
A-4.1	SECTIONS
A-4.2	SECTION
A-5.1	DOOR AND WINDOW SCHEDULES
A-6.1	DETAILS
A-6.2	DETAILS
A-6.3	DETAILS
A-6.4	DETAILS
A-7.1	ADA
A-7.2	ADA
G-1	GREEN
N-1	GENERAL NOTES

VICINITY MAP



PROJECT TITLE:

JOB ADDRESS:

6700
MIDDLETON
HUNTINGTON
PARK, CA.

OWNER:

HUNTINGTON
PARK PACIFIC
ASSOCIATE,
CA, L.P.

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THESE DRAWINGS ARE THE PROPERTY OF KKH AND THE PROJECT OF KKH. NO PARTS OF THESE DRAWINGS ARE TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION AND CONSENT OF KKH. THE PROJECT OF KKH IS NOT TO BE ASSIGNED OR USED IN CONNECTION WITH SPECIFIC PROJECTS.

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KHOUDIRIAN
ARCHITECTS

2K+D

221 E. GLENOAKS BLI
SUITE # 230
GLENDALE CA 91207
PHONE (818) 265 3881
FAX (818) 265 3881

SHEET TITLE:

COVER
SHEET

JOB NO.:	
DRAWN BY:	KK TEAM
CHECKED BY:	KK
REVISION:	REV-0
DATE:	09/01/15
PRINT DATE:	SEE STAMP

SHEET NUMBER

A-0.1

SHEETS : - OF : -

State of California
Tax Credit Allocation Committee

ATTACHMENT 10
Minimum Construction Standards
Regulation Section 10325(f)(7)

- Project Name:** _____
- Applicant shall provide a statement that the following minimum specifications will be incorporated into the project design for all new construction and rehabilitation projects. In addition, a statement shall commit the property owner to at least maintaining the installed energy efficiency and sustainability features' quality when replacing each of the following listed systems or materials:
- (A) Energy Efficiency. New construction and rehabilitation applicants shall consult with the design team, a CABEC certified 2013 Certified Energy Analyst, and a LEED Green Rater or GreenPoint Rater (one person may meet all of these qualifications) early in the project design process to evaluate a building energy model analysis and identify and consider energy efficiency or generation measures beyond those required by this subsection. Prior to the meeting, the energy analyst shall complete an initial energy model based on either current Title 24 standards or, if the project is eligible, the California Utility Allowance Calculator using best available information on the project. The application to CTCAC shall include a copy of the model results, meeting agenda, list of attendees, and major outcomes of the meeting. All rehabilitated buildings shall have improved energy efficiency above the modeled energy consumption of the building(s) based on existing conditions documented using the Sustainable Building Method Workbook's CTCAC Existing Multifamily Assessment Protocols and reported using the CTCAC Existing Multifamily Assessment Report template. Rehabilitated buildings shall document at least a 10% post-rehabilitation improvement over existing conditions energy efficiency achieved for the project as a whole, except that Scattered Site applications shall also document at least a 5% post-rehabilitation improvement over existing conditions energy efficiency achieved for each site. In the case of projects in which energy efficiency improvements have been completed within five years prior to the application date pursuant to a public or regulated utility program or other governmental program that established existing conditions of the systems being replaced using a HERS Rater, the applicant may include the existing conditions of those systems prior to the improvements. Furthermore, rehabilitation applicants must submit a completed Sustainable Building Method Workbook with their preliminary reservation application unless they are developing a project in accordance with the minimum requirements of Leadership in Energy & Environmental Design (LEED) or GreenPoint Rated Program. In addition, all applicants who will receive points from CDLAC pursuant to Sections 5230(k)(7), (9), or (10) of the CDLAC regulations must submit a completed Sustainable Building Method Workbook with their preliminary reservation application.
- (B) Landscaping. If landscaping is to be provided or replaced, a variety of plant and tree species that require low water use shall be provided in sufficient quantities based on landscaping practices in the general market area and low maintenance needs. Projects shall follow the requirements of the state Model Water Efficient Landscape Ordinance (<http://www.water.ca.gov/wateruseefficiency/landscapeordinance/>) unless a local landscape ordinance has been determined to be at least as stringent as the current model ordinance.
- (C) Roofs. Newly installed roofing shall carry a three-year subcontractor guarantee and at least a 20-year manufacturer's warranty.
- (D) Exterior doors. If exterior doors are to be provided or replaced, insulated or solid core, flush, paint or stain grade exterior doors shall be made of metal clad faces, hardwood faces, or fiberglass faces, with a standard one-year guarantee and all six sides factory primed.
- (E) Appliances. Refrigerators, dishwashers, clothes washers and dryers provided or replaced within Low-Income Units and/or in on-site community facilities shall be ENERGY STAR rated appliances, unless waived by the Executive Director.
- (F) Window coverings. Window coverings shall be provided and may include fire retardant drapes or blinds.
- (G) Water heater. If water heaters are to be provided or replaced, for units with individual tank-type water heaters, minimum capacities are to be 28 gallons for one- and two-bedroom units and 38 gallons for three-bedroom units or larger.
- (H) Floor coverings. If floor coverings are to be provided or replaced, a hard, water resistant, cleanable surface shall be required for all kitchen and bath areas. Any carpet provided or replaced shall comply with U.S. Department of Housing and Urban Development/Federal Housing Administration UM44D.
- (I) All fiberglass-based insulation provided or replaced shall meet the Greenguard Gold Certification (http://greenguard.org/en/CertificationPrograms/CertificationPrograms_childrenSchools.aspx).
- (J) Consistent with California State law, projects with 16 or more residential units must have an on-site manager's unit. Projects with at least 161 units shall provide a second on-site manager's unit for either another on-site manager or other maintenance personnel, and there shall be one additional on-site manager's unit for either another on-site manager or other maintenance personnel for each 80 units beyond 161 units, up to a maximum of four on-site manager's units. Scattered site projects totaling 16 or more units must have at least one on-site manager's unit for the entire project, and at least one manager's unit at each site where that site's building(s) consist of 16 or more units. Scattered sites within 100 yards of each other shall be treated as a single site for purposes of the on-site manager rule only.
- In lieu of on-site manager units, a project may commit to employ an equivalent number of on-site full-time property management staff (at least one of whom is a property manager) and provide an equivalent number of desk or security staff

ATTACHMENT 10

- capable of responding to emergencies for the hours when property management staff is not working. All staff or contractors performing desk or security work shall be knowledgeable of how the property's fire system operates and be trained in, and have participated in, fire evacuation drills for tenants. CTCAC reserves the right to require that one or more on-site managers' units be provided and occupied by property management staff if, in its sole discretion, it determines as part of any on-site inspection that the project has not been adequately operated and/or maintained.
- (K) All tax credit recipient projects shall adhere to the provisions of California Building Code Chapter 11(B) regarding accessibility to privately owned housing made available for public use. Tax credits shall be viewed as invoking those requirements as applicable, including a minimum of ten percent (10%) of the units with mobility features, and four percent (4%) with communications features. These units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the project consistent with 24 CFR Section 8.26.

☐ **WAIVER REQUESTED** (please attach proof of waiver approval).

APPLICANT CERTIFICATION

By signing the Applicant Statement, I/We, as the applicant(s) of the above referenced project, certify and guarantee, under penalty of perjury, that each of the individual items identified in the minimum construction standards section of TCAC Regulations will be incorporated into the design of the project.

State of California
Tax Credit Allocation Committee

ATTACHMENT 4(A)
APPLICANT LARGE FAMILY ELIGIBILITY CERTIFICATION
Regulation Section 10325(g)(1)(A) through (I)

REQUIREMENTS	VERIFICATION
A) At least twenty-five percent (25%) of the Tax Credit units in the project shall be three-bedroom or larger units, and for projects that receive land use entitlements on or after January 1, 2016 at least an additional twenty-five percent (25%) of the Tax Credit units in the project shall be two-bedroom or larger units, except that for projects qualifying for and applying under the At-risk set-aside, the Executive Director may grant a waiver from this requirement if the applicant shows that it would be cost prohibitive to comply.	Provide a narrative explanation as to how each requirement is being met and reference where the proof is located in the application. Be as detailed as possible and attach a separate sheet if additional space is needed.
B) One-bedroom units must include at least 500 square feet and two-bedroom units must include at least 750 square feet of living space. Three-bedroom units shall include at least 1,000 square feet of living space and four-bedroom units shall include at least 1,200 square feet of living space, unless these restrictions conflict with the requirements of another governmental agency to which the project is subject to approval. These limits may be waived for rehabilitation projects, at the discretion of the Executive Director. Bedrooms shall be large enough to accommodate two persons each and living areas shall be adequately sized to accommodate families based on two persons per bedroom.	
C) Four-bedroom and larger units shall have a minimum of two full bathrooms.	
D) The project shall provide outdoor play/recreational facilities suitable and available to all tenants, for children of all ages, except for small developments of 20 units or fewer. The Executive Director, in her/his sole discretion may waive this requirement upon demonstration of nearby, readily accessible, recreational facilities.	
E) The project shall provide an appropriately sized common area(s). For purposes of this part, common areas shall include all interior common areas, such as the rental office and meeting rooms, but shall not include laundry rooms or manager living units, and shall meet the following size requirement: projects comprised of 30 or less total units, at least 600 square feet; projects from 31 to 60 total units, at least 1000 square feet; projects from 61 to 100 total units, at least 1400 square feet; projects over 100 total units, at least 1800 square feet. Small developments of 20 units or fewer are exempt from this requirement.	

Updated January 2016

1

REQUIREMENTS	VERIFICATION
F) A public agency shall provide direct or indirect long-term financial support for at least fifteen percent (15%) of the total project development costs, or the owner's equity (includes syndication proceeds) shall constitute at least thirty percent (30%) of the total project development costs.	Provide a narrative explanation as to how each requirement is being met and reference where the proof is located in the application. Be as detailed as possible and attach a separate sheet if additional space is needed.
G) Adequate laundry facilities shall be available on the project premises, with no fewer than one washer/dryer per 10 units. To the extent that tenants will be charged for the use of central laundry facilities, washers and dryers must be excluded from eligible basis. If no centralized laundry facilities are provided, washers and dryers shall be provided in each unit, subject to the further provision that gas connections for dryers shall be provided where gas is otherwise available at the property.	
H) Dishwashers shall be provided in all units unless a waiver is granted by the Executive Director because of planning or financial impracticability.	
I) Projects are subject to a minimum low-income use period of 55 years (50 years for projects located on tribal trust land).	

☐ **WAIVER REQUESTED** (please attach proof of waiver approval)

By signing the APPLICANT STATEMENT, I/We, who are authorized to legally act on the applicant's behalf, certify and guarantee, under penalty of perjury, that the project meets the Large Family Housing Type requirements consistent with TCAC Regulations Section 10325(g)(1).

PROJECT TITLE:



MULTI FAMILY



JOB ADDRESS:
**6700
MIDDLETON
HUNTINGTON
PARK, CA.**

OWNER:
**HUNTINGTON
PARK PACIFIC
ASSOCIATE,
CA, L.P.**

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CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, AND SPECIFICATIONS PERTAINING TO THE WORK AT THE SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

**KHOUDIRIAN
ARCHITECTS**



221 E. GLENDALE BLVD
SUITE # 230
GLENDALE CA 91207
PHONE (818) 265 3880
FAX (818) 265 3881

SHEET TITLE:

ATTACHMENT

JOB NO.:	
DRAWN BY:	KK TEAM
CHECKED BY:	KK
REVISION:	REV-0
DATE:	09/01/15
PRINT DATE:	SEE STAMP

SHEET NUMBER

A-0.2

SHEETS : - OF : -

PROJECT TITLE:

MULTI FAMILY

JOB ADDRESS:

6700
MIDDLETON
HUNTINGTON
PARK, CA.

OWNER:

AMG AND
ASSOCIATES

1ST FLOOR LIVING AREA	
UNIT 101	1025 S.F.
UNIT 102	1025 S.F.
UNIT 103	750 S.F.
UNIT 104	646 S.F.
UNIT 105	655 S.F.
UNIT 106	770 S.F.
UNIT 107	646 S.F.
UNIT 108	646 S.F.
UNIT 109	646 S.F.
UNIT 110	805 S.F.

2ND FLOOR LIVING AREA	
UNIT 201	1025 S.F.
UNIT 202	1025 S.F.
UNIT 203	750 S.F.
UNIT 204	646 S.F.
UNIT 205	655 S.F.
UNIT 206	770 S.F.
UNIT 207	646 S.F.
UNIT 208	646 S.F.
UNIT 209	646 S.F.
UNIT 210	1090 S.F.

TOTAL LIVING AREA 15513 S.F.

TOTAL BALCONY AREA: 11250 S.F.

ON DECK PLANTER: 375 S.F.

ON GRADE LANDSCAPE: 361 S.F.

FIRST HABITABLE FLOOR
FOOT PRINT 10,105 S.F.

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KAREN
KHOUDJIKIAN
ARCHITECTS



221 E. GLENOAKS BLD
SUITE # 230
GLENDALE CA 91207
PHONE (818) 265 3880
FAX (818) 265 3881

SHEET TITLE:

SITE PLAN

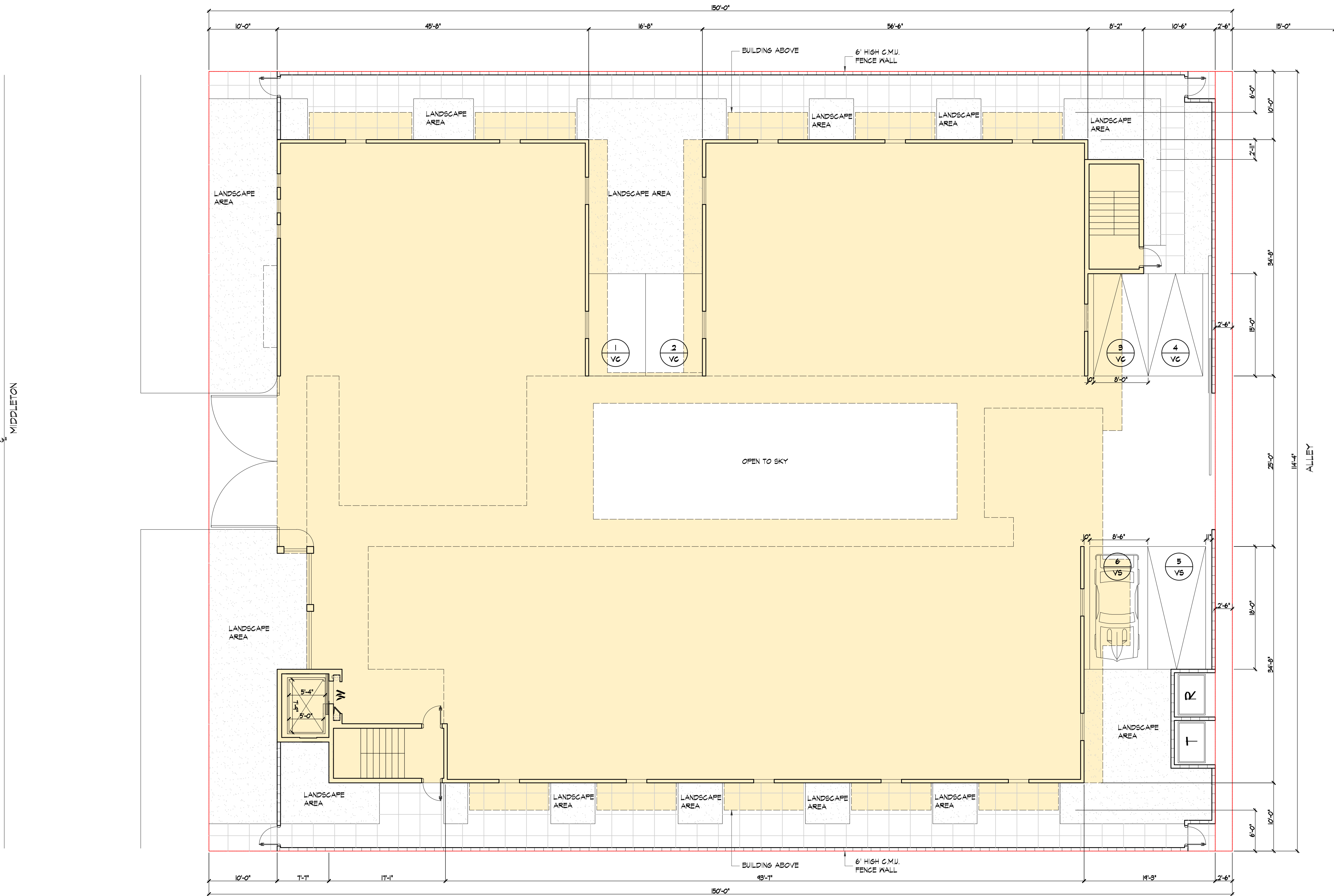
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CHECKED BY:	K.K.
REVISION:	REV-01
DATE:	
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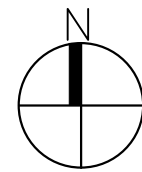
A-1.1

SHEETS : -

OF: -



1 SITE PLAN
SCALE 1/8" = 1'



●

●

**6700
MIDDLETON
HUNTINGTON
PARK, CA.**

OWNER:
HUNTINGTON
PARK PACIFIC
ASSOCIATE,
CA, L.P.

CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS AND SPECIFICATIONS PERTAINING TO THE WORK AT THE SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION

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**KAREN
KHODKIAN
ARCHITECTS**



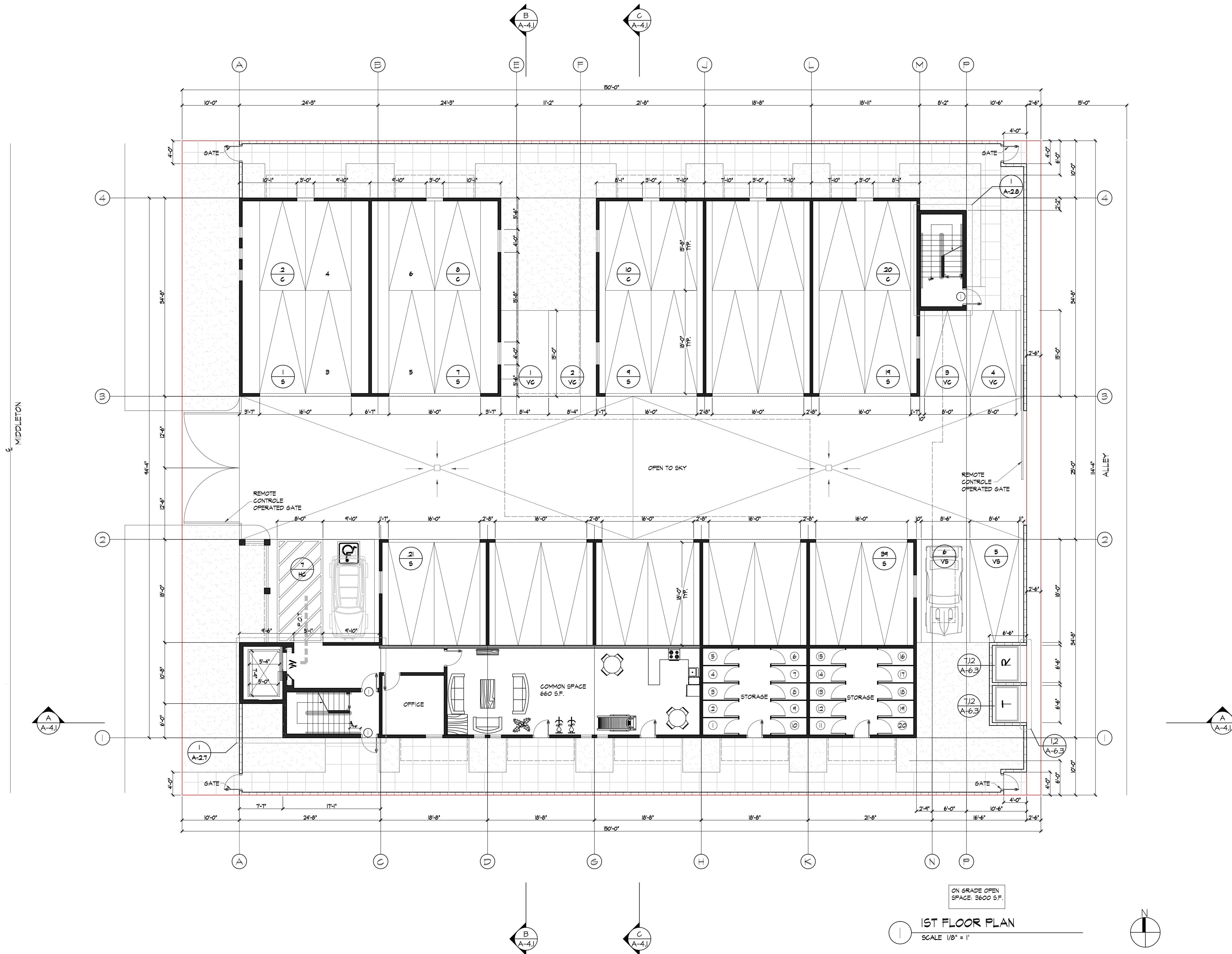
221 E. GLENOAKS BLVD
SUITE # 230
GLENDALE CA 91207
PHONE (818) 265 3880
FAX (818) 265 3881

1ST FLOOR
PLAN

JOB NO.:	
DRAWN BY:	KK TEAM
CHECKED BY:	KK
REVISION:	REV-0
DATE:	09/01/15
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A-2.1

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HUNTINGTON
PARK, CA.**

OWNER:
HUNTINGTON
PARK PACIFIC
ASSOCIATE,
CA, L.P.

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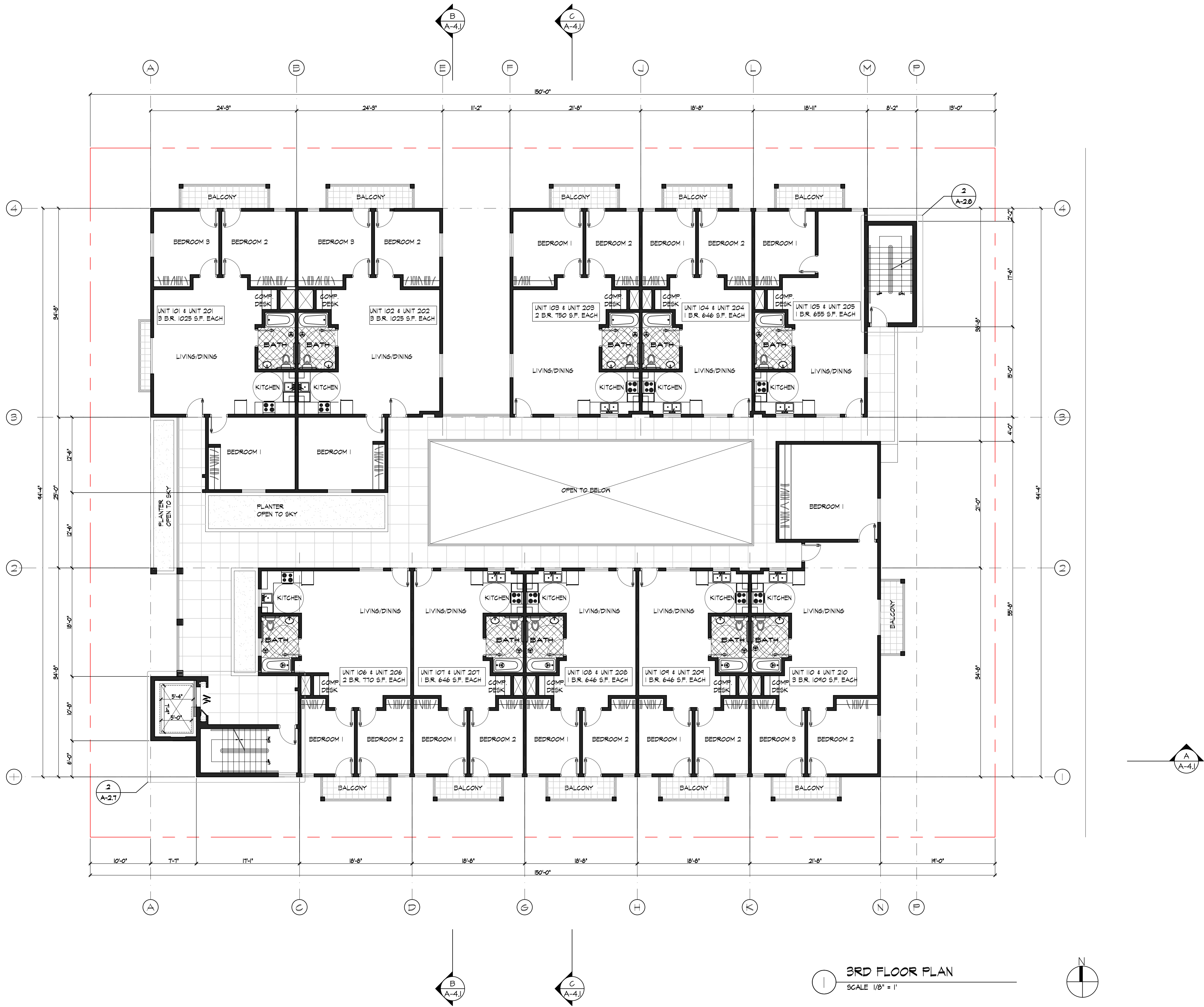
**KAREN
KHODKIAN
ARCHITECTS**

SHEET TITLE

A-2.2

SHEETS :- OF:-





PROJECT TITLE:

JOB ADDRESS:

6700
MIDDLETON
HUNTINGTON
PARK, CA.

OWNER:

HUNTINGTON
PARK PACIFIC
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TO COMMENCEMENT OF CONSTRUCTION

KHOUDJIAN
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2K+D

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SHEET TITLE:

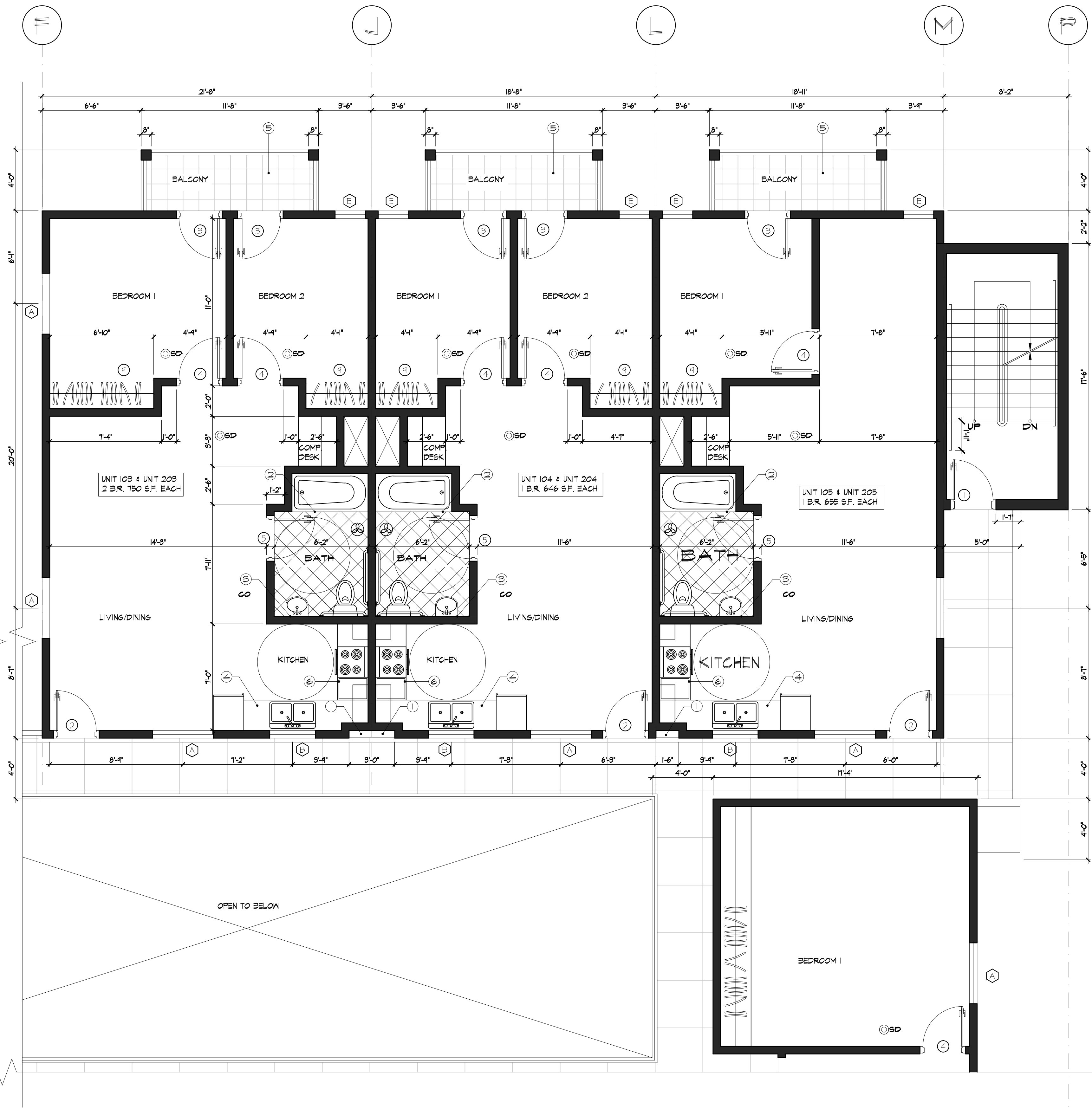
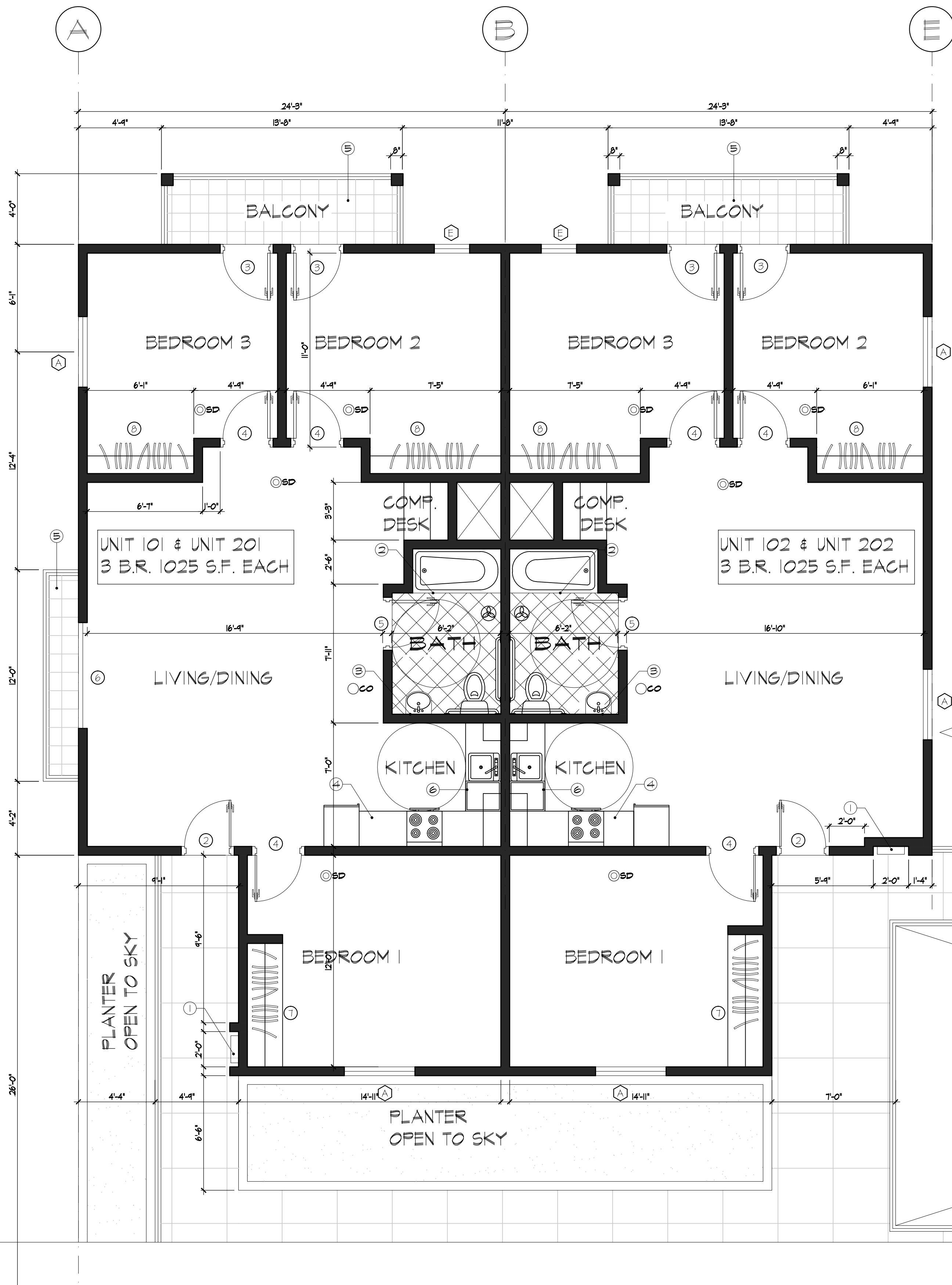
3RD FLOOR
PLAN

JOB NO.:	
DRAWN BY:	KK TEAM
CHECKED BY:	KK
REVISION:	REV-0
DATE:	09/01/15
PRINT DATE:	SEE STAMP

SHEET NUMBER

A-2.3

SHEETS : - OF : -



PROJECT TITLE:

MULTI FAMILY

JOB ADDRESS:

6700
MIDDLETON
HUNTINGTON
PARK, CA.

OWNER:

HUNTINGTON
PARK PACIFIC
ASSOCIATE,
CA, L.P.

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KHOUDJIAN
ARCHITECTS

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SHEET TITLE:

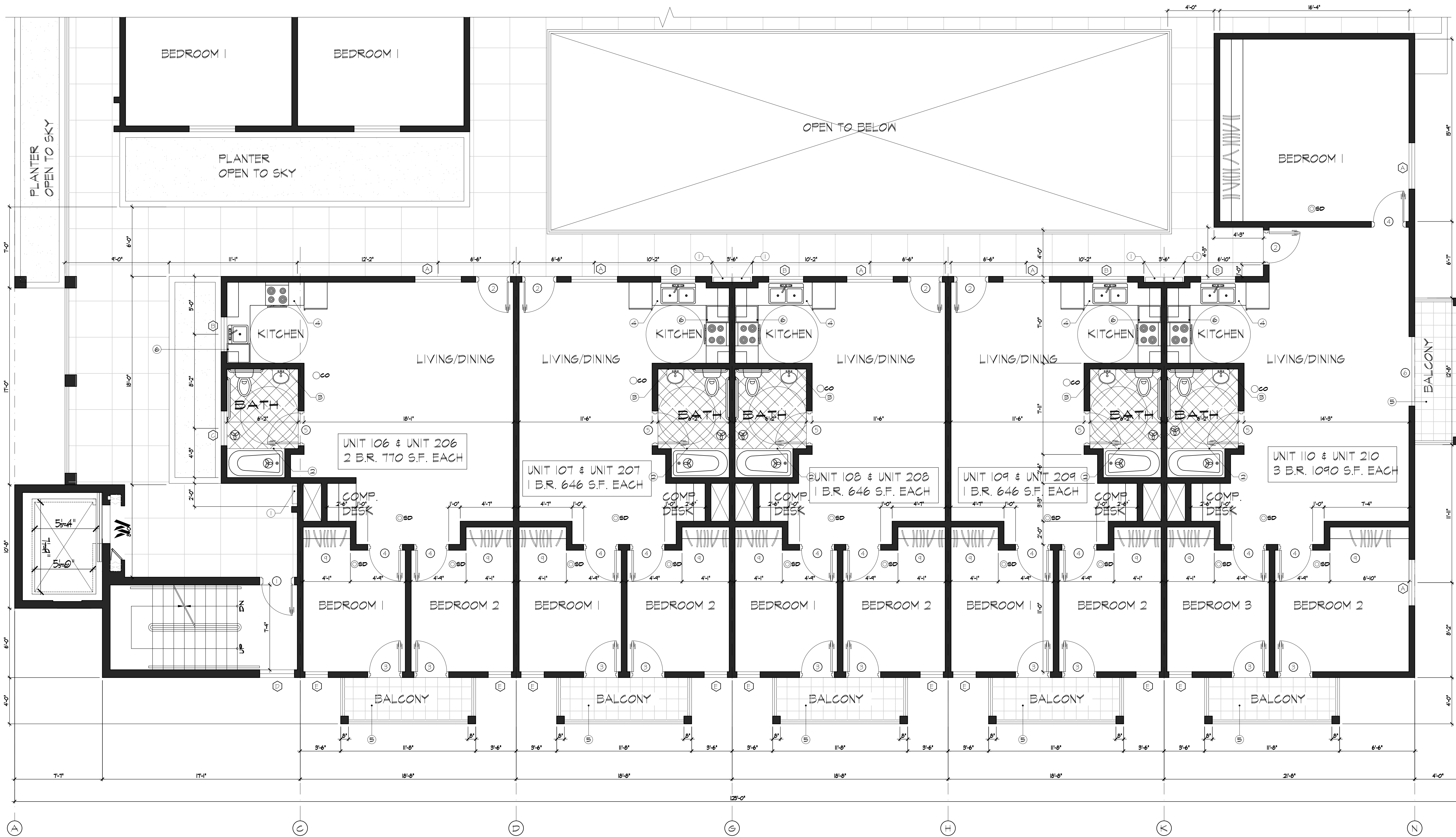
ENLARGED
PLAN

JOB NO.:	
DRAWN BY:	KK TEAM
CHECKED BY:	KK
REVISION:	REV-0
DATE:	09/01/15
PRINT DATE:	SEE STAMP

SHEET NUMBER

A-2.5

SHEETS : - OF : -



② PROVIDE ENERGY STAR MECHANICAL FAN CAPABLE OF 5 AIR CHANGES PER HOUR, CONTROLLED BY A HUMIDITY CONTROL, AND SHALL BE CONNECTED TO A LIGHT SWITCH AND VENTED DIRECTLY TO THE EXTERIOR.

Ⓢ PROVIDE SMOKE DETECTORS PERMANENTLY CONNECTED TO THE BUILDING ELECTRICAL SYSTEM AND SHALL BE EQUIPPED WITH A BATTERY BACKUP (TYP)

Ⓢ CO CARBON MONOXIDE DETECTOR

① TANKLESS W/H

② SHATTERPROOF ENCLOSURE

③ 14"x 26" PLATE MIRRORED MEDICINE CAB. GROUND EDGE ONLY WITH HIDDEN HINGES

④ GRANITE COUNTER TOP TYP.

⑤ DEX-O-TEX WATER PROOFING

⑥ DISH WASHER

PROJECT TITLE:

MULTI FAMILY

JOB ADDRESS:

6700
MIDDLETON
HUNTINGTON
PARK, CA.

OWNER:

HUNTINGTON
PARK PACIFIC
ASSOCIATE,
CA, L.P.

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ARCHITECTS

2KEN

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SUITE # 230
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PHONE (818) 265 3888
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SHEET TITLE:

ENLARGED
PLAN

JOB NO.:	KA TEAM
DRAWN BY:	KA
CHECKED BY:	KA
REVISION:	REV-0
DATE:	09/01/15
PRINT DATE:	SEE STAMP

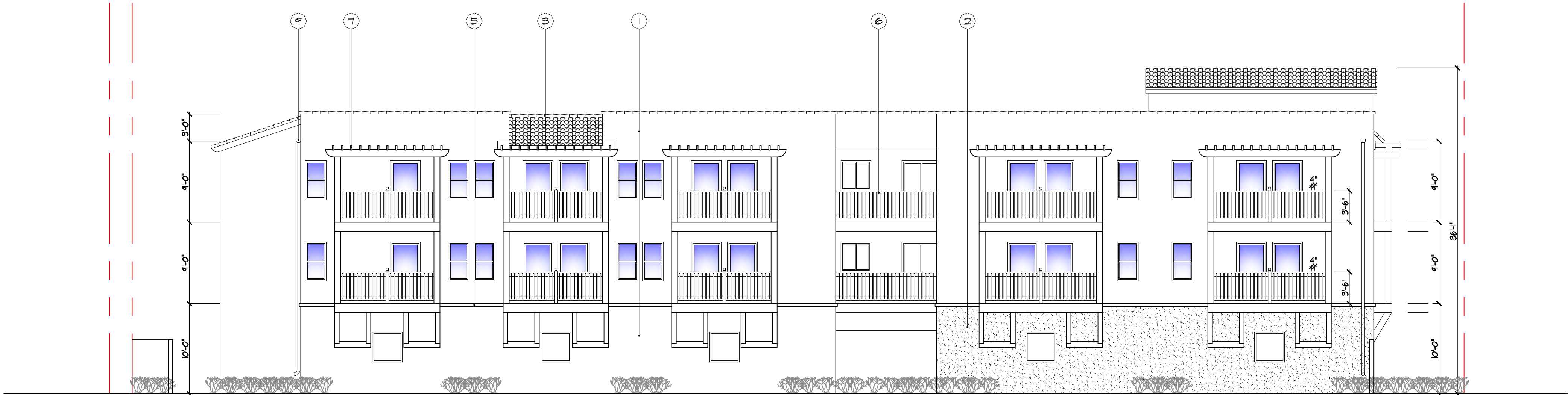
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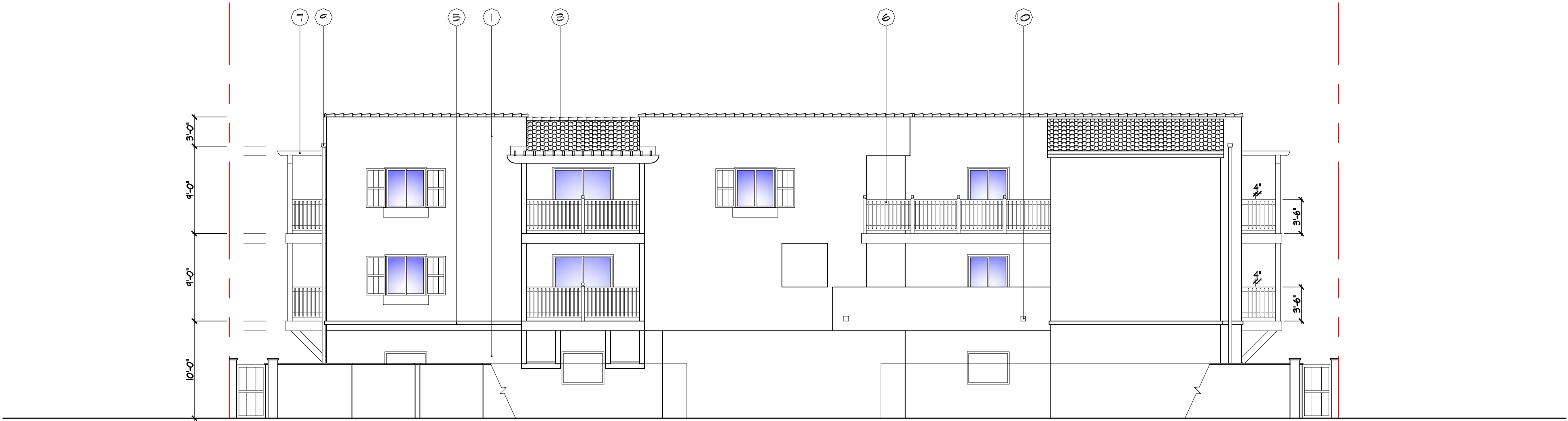
SHEETS : - OF : -

SHEETS :- OF:-

- 1 STUCCO 1
- 2 STUCCO 2
- 3 ROOF TILE
- 4 DECORATIVE ACCENT TILE
- 5 2X4 PLANT ON
- 6 WOOD RAILING
- 7 WOOD TRELLIS
- 8 METAL GATE
- 9 DOWNSPOUT
- 0 SCUPPER



1 NORTH ELEVATION
SCALE 1/8" = 1'



2 EAST ELEVATION
SCALE 1/8" = 1'

- 1 STUCCO 1
- 2 STUCCO 2
- 3 ROOF TILE
- 4 DECORATIVE ACCENT TILE
- 5 2X4 PLANT ON
- 6 WOOD RAILING
- 7 WOOD TRELLIS
- 8 METAL GATE
- 9 DOWNSPOUT
- 10 SCUPPER

PROJECT TITLE:

JOB ADDRESS:

**6700
MIDDLETON
HUNTINGTON
PARK, CA.**

OWNER:

**HUNTINGTON
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ASSOCIATE,
CA, L.P.**

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CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS AN
SPECIFICATIONS PERTAINING TO THE WORK AT THE SITE PRI
TO COMMENCEMENT OF CONSTRUCTION.

KHOUDIKIAN
ARCHITECTS

2K+D

221 E. GLENOAKS BLI
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PHONE (818) 265 3880
FAX (818) 265 3881

SHEET TITLE:

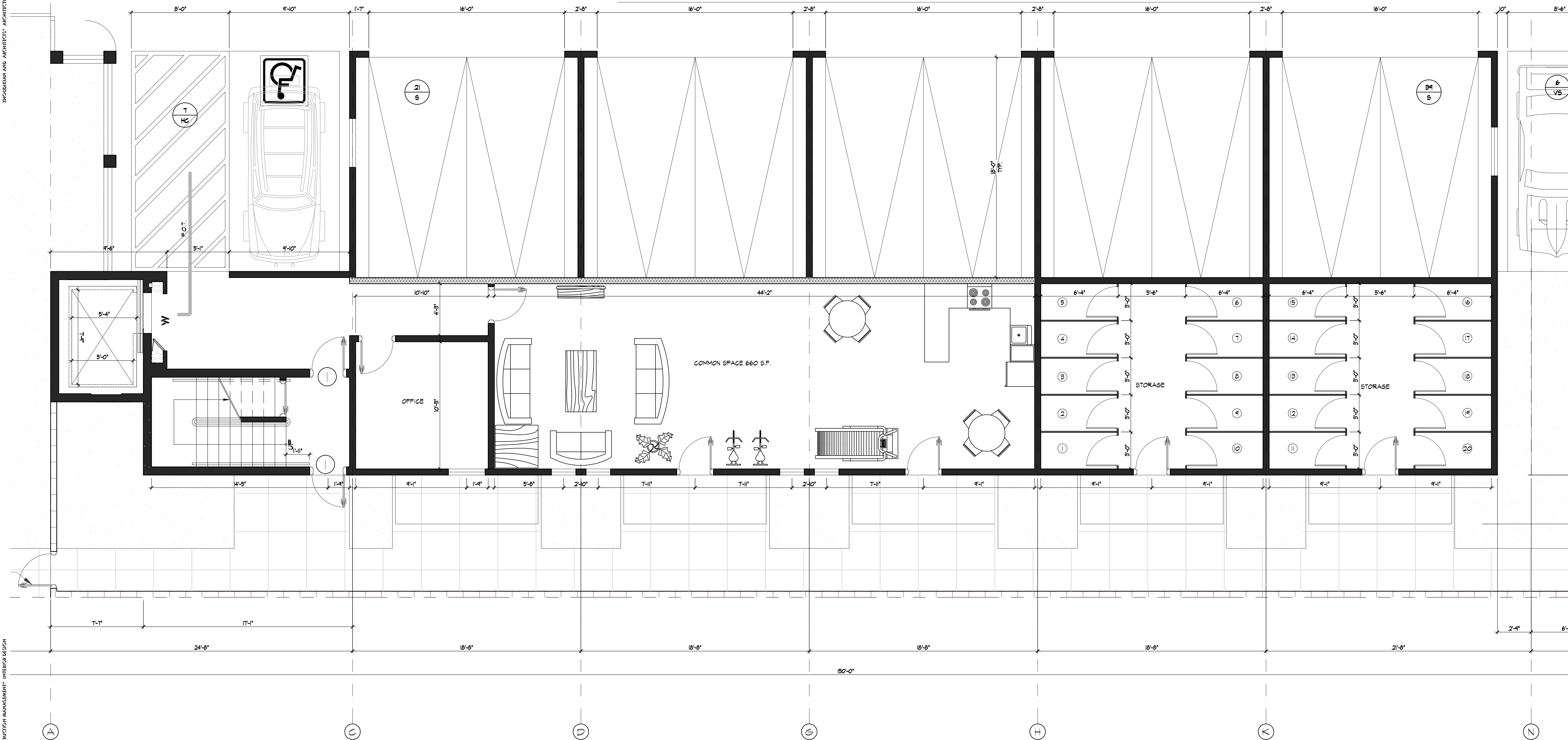
ELEVATIONS

JOB NO.:	
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CHECKED BY:	KK
REVISION:	REV-0
DATE:	09/01/15
PRINT DATE:	SEE STAMP

SHEET NUMBER

A-3.2

SHEETS :- OF :-



PROJECT TITLE:

MULTI FAMILY

JOB ADDRESS:

6700
MIDDLETON
HUNTINGTON
PARK, CA.

OWNER:

HUNTINGTON
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KAREN
KHOUDIRIAN
ARCHITECTS

2K+D

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SUITE # 230
GLENDALE CA 91207
PHONE (818) 265 3880
FAX (818) 265 3881

SHEET TITLE

ENLARGED
1ST FLOOR
PLAN

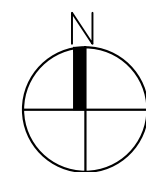
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DRAWN BY:	KA TEAM
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REVISION:	REV-0
DATE:	04/01/15
PRINT DATE:	SEE STAMP

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A-2.9

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ENLARGED 1ST FLOOR PLAN
SCALE 1/8" = 1'





HOME Investment Partnerships (HOME) Rental Project Feasibility Underwriting and Owner Capacity Analysis

6700-6702 and 6614 Middleton Place Project

EXECUTIVE SUMMARY

LMA reviewed a proposal submitted by Huntington Park Pacific Associates (Developer) for the purposes of evaluating the City's prior layering review required for the proposed use of HOME Investment Partnerships Program (HOME) funds in light of the reservation of tax credits by the California Tax Credit Allocation Committee (TCAC). Under the Middleton Place project, tax credits combined with previously committed Low and Moderate Income Housing Funds (Low/Mod) and HOME funds used to acquire the land and fund other soft and hard costs related to the project.

Source	Amount
Tax Credit Financing	\$5,710,720
Permanent Loan	\$975,000
City of Huntington Park (\$2,025,708 HOME & \$637,514 Low/Mod)	\$2,663,220
Total Sources of Funds	\$9,348,940

Middleton Place will be financed utilizing 9% low-income housing tax credits awarded by the California Tax Credit Allocation Committee. A conventional construction loan and permanent loan will be supplemented by funds from the City. The City and the Oldtimers Housing Development Corporation-IV, a community housing development corporation or CHDO, as owner¹ had earlier entered into an Affordable Housing Loan Agreement, in which HOME and Low/Mod funds were used by the CHDO to acquire, partially rehabilitate the aforementioned single-family dwelling and clear buildings.

¹ Under the pre-2013 HOME Final Rule at 24 CFR 92.2 an amplified under CPD Notice 97-11 stipulates that:

The CHDO is an "owner" when it holds valid legal title to or has a long term (99 year minimum) leasehold interest in a rental property. The CHDO may be an owner with one or more individuals, corporations, partnerships or other legal entities. If it owns the project in partnership, it or its wholly owned nonprofit or for-profit subsidiary must be the managing general partner with effective control (i.e., decision-making authority) of the project.



6700-6702 and 6614 Middleton Place Project

HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

The LMA analysis concludes the following project and financing terms are to be incorporated into an Agreement with the Developer.

- The amount of HOME assistance is within the maximum per unit subsidy limits defined under 24 CFR 92.250.
- Based on a subsidy review, the minimum required number of units that must be designated as HOME assisted is 11, 3 of which will be Low HOME and 8 High HOME units.
- A total of 2 units will be restricted under CRL low income rent limits.
- A written agreement must be executed prior to disbursing HOME pursuant to 24 CFR 92.504).
- HOME monies cannot be obligated to the Project until all necessary financing is secured.
- HOME funds are available to be committed by July 31, 2016, which is within 24 months of the grant award and the agreement will require construction to begin within 12 months (24 CFR 92.2 and §92.205(e)(2)).
- A market study has been assessed demonstrating that there is sufficient demand for the proposed units.
- All costs are eligible and the 20 housing units will meet the established property standards at project completion pursuant to 24 CFR 92.251(b)(1)(ix)).
- HOME-assisted units are set at current HUD published rent limits inclusive of utility allowances and is, on this basis, financially viable and the assisted units meet the property standards and affordability requirements for not less than the 20-year affordability period, beginning at project completion in accordance with 24 CFR 92.252(a) and §92.252(e).
- Based on the analysis, an estimated \$9,348,930 in total development costs warranted.
- The HOME required unit mix designated for the Project for the various sources of funds is summarized as follows:



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HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

	Total No. of Units	HOME Units	CRL Units	Tax Credit Units
Manager Unit	1	0	0	0
<u>TCAC (30% Mdn/CRL (VLI) HOME (Low)</u>				
1-Bedroom Units @ (603-sf)	0	0	0	0
2-Bedroom Units @ (943-sf)	1	1	0	1
3-Bedroom Units @ (1,253-sf)	1	1	0	1
<u>TCAC (45% Mdn/CRL (VLI)/HOME (Low)</u>				
1-Bedroom Units @ (603-sf)	3	1	0	3
2-Bedroom Units @ (943-sf)	0	0	0	0
3-Bedroom Units @ (1,253-sf)	0	0	0	0
<u>TCAC (45% Mdn/CRL (LI)/HOME (High)</u>				
1-Bedroom Units @ (603-sf)	0	0	0	0
2-Bedroom Units @ (943-sf)	1	1	1	1
3-Bedroom Units @ (1,253-sf)	1	1	1	1
<u>TCAC (50% Mdn/CRL (LI)/HOME (High)</u>				
1-Bedroom Units @ (603-sf)	4	0	0	4
2-Bedroom Units @ (943-sf)	2	2	0	2
3-Bedroom Units @ (1,253-sf)	2	2	0	2
<u>TCAC (60% Mdn/CRL (Mod)/HOME (High)</u>				
1-Bedroom Units @ (603-sf)	2	0	0	2
2-Bedroom Units @ (943-sf)	1	1	0	1
3-Bedroom Units @ (1,253-sf)	1	1	0	1
Total	20	11	2	19

Utility allowances equal \$52/one bedroom units; \$64/two bedroom units; and \$78/three bedroom units. These allowances must be deducted from the gross rents.

**Per February 18, 2016 Rental Market Study for Middleton Place, AMG & Associates, LLC.*

The financial assistance from HOME funds to incorporate the following terms.

- The HOME loan will have these terms:
 - ✓ The principal amount will be \$2,025,708.
 - ✓ The interest rate is to be 3.0 % percent interest.
 - ✓ The maximum annual capital replacement reserve deposits are to be \$300 per unit.
 - ✓ The loan terms will be 55 years.
 - ✓ Any outstanding balance in Year 55 will be due and payable
 - ✓ The note will be secured with a first trust deed
 - ✓ The residual receipt repayments will be set at 25% of the residual receipts.
- The RDA loan will have these terms:
 - ✓ A \$637,514 principal amount; is RDA Low Mod monies
 - ✓ The interest rate is to be 3.0 % percent interest.



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HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

- ✓ The maximum annual capital replacement reserve deposits are to be \$300 per unit.
- ✓ The loan terms will be 55 years.
- ✓ Any outstanding balance in Year 55 will be due and payable
- ✓ The note will be secured with a first trust deed
- ✓ The residual receipt repayments will be set at 25% of the residual receipts.
- The loan repayment requirements are to begin in the first year after the Project is completed. The term “completed” is defined under the pre-2013 HOME Final Rule (24 CFR 92.2) to mean:

That all necessary title transfer requirements and construction work have been performed; the project complies with the requirements of this part (including the property standards under §92.251); the final drawdown has been disbursed for the project; and the project completion information has been entered in the disbursement and information system established by HUD.

- The maximum annual capital replacement reserve deposits are to be \$300 per unit per year per unit.
- Both units will be restricted to 3 Low HOME units restricted to very low income households and to 8 High HOME restricted to low income persons.
- The 11 HOME units will be designated as HOME “floating” units.
- The Project is to remain financially viable and the assisted units meet the property standards and affordability requirements for not less than the applicable 20-year HOME affordability period.
- The City HOME funds will to repaid from 25% of the remaining cash flow after payment of debt service payments, deferred developer fee and GP management fee. The balance of any remaining developer fees that is deferred will be paid from the Project’s cash flow after payment of the asset management fees to the nonprofit partners and the tax credit investor. Once any remnant of the developer fee is fully paid, residual receipts, will be split 50% to the partners and 50% prorated between the HOME and LMI soft loans.

BACKGROUND

The following analysis is consistent with HUD Notice CPD-98-01 intended to “Ensure that the amount of HOME assistance is the amount of warranted assistance necessary for a project to be financially feasible based upon the various HOME covenants and



6700-6702 and 6614 Middleton Place Project

HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

restrictions to be put in place.” The City’s subsidy layering and underwriting must demonstrate that it is not investing any more HOME funds, alone or in combination with other funds, than are necessary to provide quality, affordable, and financially viable housing for at least the duration of the affordability period. The evaluation must determine a reasonable level of profit or return on the owner’s or developer’s investment in a project.

In addition to layering guidelines, the Fiscal 2012 HOME Appropriation Law requirements imposed by the Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55) requires the City of Huntington Park (City) to certify in IDIS that it conducted an underwriting review, assessed developer capacity and fiscal soundness and examined neighborhood market conditions to ensure there is adequate need for a HOME activity involving acquisition, rehabilitation or new construction of rental projects.

The 2013 HOME Final Rule states at 24 CFR 92.250(b), Underwriting and Subsidy Layering:

Before committing funds to a project, the participating jurisdiction must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner’s or developer’s investment in a project and must not invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period (at minimum, the period of affordability in § 92.252 or § 92.254) and that will not provide a profit or return on the owner’s or developer’s investment that exceeds the participating jurisdiction’s established standards for the size, type, and complexity of the project.

The following underwriting review contains these key components consistent with the 2013 HOME Final Rule:

- Examines the sources and uses of funds for the project to determine that the costs are reasonable to provide quality affordable housing throughout the affordability period, sometimes referred to as “sustainable underwriting.”
- Subject to the project’s scale and complexity, assesses the current market demand in the neighborhood in which the project will be located.



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HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

- Evaluates the qualifications of the developer, including experience and financial capacity.
- Verifies that there are firm written financial commitments for the project.

In 2007, the initial developer, Oldtimers Housing Development Corporation-IV, and Commission (hereinafter referred as the “City”) entered into a CHDO Reservation Agreement for the purpose of negotiating an affordable housing agreement. The initial Developer was to acquire, rehabilitate and operate one or more existing apartment buildings within a redevelopment project area and lease the some or all the units to very-low and low income households. The City agreed to provide the initial Developer with \$42,500 in HOME funds for predevelopment expenses.

After identifying the 6700-6702 Middleton property (Property 1), which includes five detached residential units and is located within the Santa Fe Redevelopment Project Area, the City and initial Developer entered into an Affordable Housing Agreement (Agreement). The City agreed to provide financial assistance in the amount of \$804,000 of HOME funds to the initial Developer so that Property 1 could be acquired and rehabilitated. The initial Developer also obtained a \$454,000 acquisition loan from CDFI (Private Loan) to purchase Property 1.

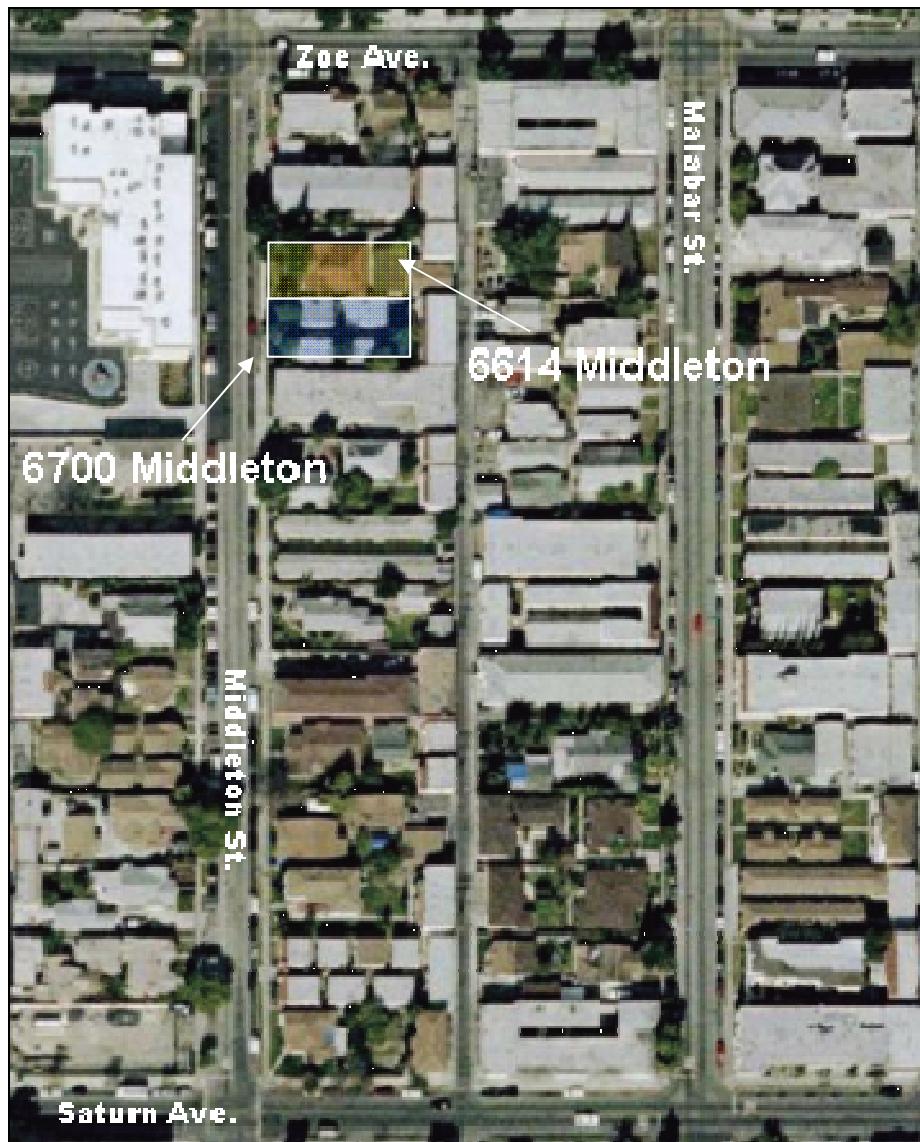
Subsequent to the purchase of Property 1, the adjacent property at 6614 Middleton (Property 2), which is improved with six units in four structures, became available for purchase. It was decided by the City and initial Developer that combining the two properties would enable a higher quality project to be developed. In October 2008, the Agreement was amended and restated so that the City would provide an additional \$541,800 in HOME funds and 450,000 in tax increment low and moderate income housing (Set-Aside) funds to the initial Developer in exchange for the existing units to be rehabilitated into a 12-unit apartment project on the Site. The total assistance agreed upon is \$1.84 million, or \$153,200 per unit.

The site is situated near the southeast corner of Middleton Street and Zoe Avenue at 6614 and 6700 Middleton Street APN'S: 6322-020-003 (Lot 3) and 6322-020-004 (Lot 4).



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HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis



May 5, 2011, the Agreement was again amended to provide a total development budget of \$5,100,000 to complete rehabilitation and construction, including the total of costs of acquiring the Property, all predevelopment costs, soft costs and hard costs of construction. The amended Agreement allocated an additional \$2.92 million. In addition to increasing the HOME subsidy from \$1,388,300 to \$2,040,715 in HOME funds, the Agreement extended \$2,721,285 in Tax Increment Low and Moderate Income Housing fund (Housing Fund).



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**HOME Rental Project Feasibility Underwriting and
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	HOME	Low/Mod Set-Aside
Loan	\$1,637,715	\$2,721,285
Relocation Costs	\$0.00	\$338,000
Developer Fee (loan)	\$403,000	\$0.00
Total	\$2,040,715	\$3,059,285

The project expended \$2,663,222, of which \$2,025,708 and \$637,514 Low/Mod Set-Aside funds, used to acquire the land and fund other soft and hard costs related to the project.

The amended Agreement provided these revisions:

- One of the five structures on Property 1 will be demolished.
- Four units in three structures on Property 2 will be demolished.
- The rehabilitation plan:
 - ✓ The four remaining bungalow-style units (Bungalows) on Property 1 were to be substantially rehabilitated.
 - ✓ The remaining four-bedroom 1,581 square foot Craftsman-style unit on Property 2 will also be rehabilitated.
- The resultant affordability restrictions to be placed on the units:

Affordability Restrictions	Unit Sizes			Totals
	2-Bdrms	3- Bdrms	4- Bdrms	
Very-Low Income CRL/Low HOME	3	0	0	3
Low Income CRL/High HOME	4	0	0	4
Moderate Income CRL/High HOME	0	3	1	4
Total Units	7	3	1	11

PROJECT DESCRIPTION

On February 15, 2016, the initial Developer entered into a Land Purchase and Sale Agreement Huntington Park Pacific Associates in which the initial Developer remained as a co-managing partner.

The revised project, Middleton Place, now entails a 20-unit apartment complex on approximately 0.40 acres of land (APNs 6322-020-003 and 6322-020-004). With a mix



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of 10 one-bedroom units (approximately 648 sq. ft.), 5 two-bedroom units (approximately 769 sq. ft.), and 5 three-bedroom units (approximately 1,038 sq. ft.). The rental units are to be affordable to extremely low to low-income households with incomes restricted at 30%, 45%, 50% and 60% of the area median income (AMI) for Los Angeles County.

No. of Units	Unit Sizes	Sq. Ft.	AMI
9	1 Bdrm	648	45%, 50%, 60%
5	2 Bdrm	769	30%, 45%, 50%, 60%
5	3 Bdrm	1,038	30%, 45%, 50%, 60%
1 (Manager's Unit)	1 Bdrm	648	NA

The project is to consist of the demolition of existing structures at the site and the construction of a new residential building with a community gathering area, storage, and parking. The Project consists of a free-standing rental apartment complex in a three-story elevator structure that has a stucco exterior, varied elevation and flat roof with Spanish tile accented parapets. The units will have exterior breezeway entrances. Housing units will be on the second and third floors with parking, storage and common areas on the ground floor. The type of construction will be two stories built over a concrete podium covering the grade level parking and other project amenities.

Middleton Place will be financed utilizing 9% low-income housing tax credits awarded by the California Tax Credit Allocation Committee. A conventional construction loan and permanent loan will be supplemented by City HOME and Low/Mod funds. Construction sources of financing include an interest only construction loan with a 24-month term from California Bank & Trust in the amount of approximately \$ 4,532,925. The City has provided in funds. The equity investor will provide \$1,142,143 in tax credit equity during construction. Additionally, the developer will be deferring the entire developer fee of \$917,307 and the owners will defer \$93,342 during construction.

Upon lease-up of the entire project, the remainder of the low-income housing tax credit equity in the total amount of \$5,710,717 and a \$975,000 permanent loan (interest rate of 4.5% and term of 15 years with 35-year amortization schedule) will be available to pay off the construction loan, as well as pay down the deferred developer fee and owner's deferral. The City loan of \$2,025,708 will have an interest rate of three (3.0) percent with a 55-year term and payments based on residual receipts.



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FINANCIAL GAP ANALYSIS

In accordance with the City's Underwriting and Developer Capacity protocol, the financial analysis must:

1. Exam the sources and uses of funds for the project and a determine that the costs are reasonable; and
2. Assess, at minimum, of the market conditions of the neighborhood in which the project will be located, the experience of the developer, the financial capacity of the developer, and firm financial commitments for the project.

An analysis of the pro forma estimating development costs of the revised Project has been prepared to provide the City with an estimate of the financial assistance required to make the Project financially feasible prior to initiating rehabilitation. The Project pro forma is presented at the conclusion of this memorandum and is organized as follows:

Table 1	Estimated Development Costs
Table 2	Stabilized Net Operating Income
Table 3	Financial Gap/HOME Program Calculations
Table 4	HOME Layering Analysis
Table 5	Cash Flow Analysis

FINANCIAL GAP CALCULATION

Estimated Development Costs (Table 1)

The estimated development costs are shown in Table 1 and are based on the Developer's application approved by the California Tax Credit Allocation Committee or TCAC). This analysis assumes the Project will be developed in compliance with property standards under the HOME regulations with amenities appropriate for the neighborhood. Consequently, the following key issues were identified during review of the Developer's pro forma.

- **Property Assemblage Costs**

The Project incorporates costs previously incurred costs for property assemblage costs that included land acquisition costs of \$1,156,000 includes these appraised purchase prices:



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**HOME Rental Project Feasibility Underwriting and
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- ✓ 6700-6702 Middleton Street, \$650,000 or \$32,500 or proposed unit;
- ✓ 6614 Middleton Street, \$500,000 or \$25,200 per proposed unit; and
- ✓ Closing costs of 8,000 or 1% of the acquisition cost.
- ✓ Relocation costs of \$215,000, which were less than \$338,000 estimated in the City's Relocation Plan, included permanent relocation costs and relocation consulting services.
- ✓ Combined, land assemblage costs total approximately \$1,375,000, or \$68,750 per proposed units.

- **Direct Costs**

The direct costs assume that neither Federal Prevailing Wage Rates (e.g. Davis-Bacon) nor State of California prevailing wage requirements are applicable. The direct costs budgeted at \$5,233,110 and applied in this analysis are summarized below:

- ✓ Shell costs estimated at \$3,866,764;
- ✓ Contingency allowance estimated at \$255,000 or approximately 5 percent of construction costs;
- ✓ On-site improvements inclusive of approximately 660 sq. ft. of common space are estimated at \$500,000; and
- ✓ General conditions, overhead and profit are budgeted at \$611,350, which is consistent with a typical cap of 12 percent of the costs of direct costs.

Direct Costs (e.g., construction contingency, on-site improvements, contractor fees, general conditions)	\$5,233,110
Indirect Costs (e.g., architectural/engineering, developer fee and soft costs)	\$2,385,600
Financing Costs	\$246,940
Relocation Costs	\$215,000
Capitalized Operating Reserves	\$93,340
Total	\$9,348,930

- **Indirect Costs (Project Delivery Costs)**

An estimate of \$2,404,540 (46 percent of direct costs) was established for costs directly related to the project in compliance with 24 CFR 92.206(d) and other indirect costs in connection with the Developer's tax credit application but not HOME eligible costs (e.g., furnishings and syndication costs). Given that the above itemized cost assumptions were deemed reasonable by the Tax Credit Allocation Committee or



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**HOME Rental Project Feasibility Underwriting and
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TCAC, LM&A concludes that the Developer's estimate is appropriate. Major indirect costs are comprised of the following:

- ✓ The Developer's request for reimbursement of architectural, engineering, survey and environmental services budgeted at \$500,000, which is 10 percent of direct costs.
- ✓ Permits and fees are estimated at \$340,540 or \$17,030 per unit.
- ✓ Taxes, insurance, legal and accounting costs are \$180,530.
- ✓ The Developer fee has been set in the Existing Agreement to \$917,307, which equates to 16% of the direct costs and is within the maximum developer fee for 9% tax credits per TCAC Regulations at Section 10327. c.2.
- ✓ A soft cost contingency of \$300,000.
- ✓ A developer overhead and profit are budgeted at \$917,307 is equivalent to 20 percent of the direct development costs and on par with industry standards based on size of the Project and the Developer's risk.

Indirect Costs

- **Financing Costs**

\$246,940 is budgeted for construction and permanent financing costs.

- **Reserves**

Operating reserves to offset potential rents loss through the stabilization period are projected at \$93,340.

Total Development Costs

As shown in Table 1, the approved TCAC application pegged total development costs at \$9.349 million or \$467,450 per unit.

Project Cost Summary	
Land and Acquisition	\$1,156,000
Direct Costs (e.g., construction contingency, on-site improvements, contractor fees, general conditions)	\$5,233,110
Indirect Costs (e.g., Architectural/Engineering, Developer Fee and Soft Costs)	\$2,385,600
Financing Costs	\$246,940
Relocation Costs	\$215,000
Capitalized Operating Reserves	\$93,340
Total	\$9,348,930



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**HOME Rental Project Feasibility Underwriting and
Developer Capacity Analysis**

STABILIZED NET OPERATING INCOME

The estimated net operating income (NOI) for the Project is shown in Table 2, which includes the following key assumptions

- **Income Restrictions**

Sources of funding for the Project are HOME, Low/Mod and Low Income Housing Tax Credits, which will be mutually allocated on a pro rata basis for acquisition and project costs, as well as construction costs. The most stringent income and affordability restriction will be imposed. The affordable units must comply with the following income restrictions:

No. of Units	Unit Sizes		
	1 Bdrm	2 Bdrm	3 Bdrm
Low HOME/TCAC (30% Median)		1	1
Low HOME/ TCAC (45% Median)	3		
CRL (LI) / High HOME/ TCAC (45% Median)		1	1
High HOME/ TCAC (50% Median)	4	2	2
High HOME/TCAC (60% Median)	2	1	1
1 (Manager's Unit)	1		
Totals	10	5	5

- **Affordability Restrictions**

All Project units will be rented at the most restrictive standard applicable to the funding source. The 2016 rent information published by HUD and the California Housing, Community Development Department (HCD) and the Tax Credit Allocation Committee (TCAC) are summarized below based on the rents, net the Project utility allowance.

The net rents (gross rents less utilities*) applied to the units must reflect the most restrictive requirements imposed by the multiple funding sources:



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No. of Units	Unit Sizes		
	1 Bdrm	2 Bdrm	3 Bdrm
Low HOME/TCAC (30% Median)			
Section 50053 (b)(1)			
Low HOME		\$913	\$1,050
TCAC (30% Median)		\$522	\$599
Allowable Rent		\$522	\$599
Low HOME/ TCAC (45% Median)			
Section 50053 (b)(2)			
Low HOME	\$762		
TCAC (45% Median)	\$680		
Allowable Rent	\$596		
CRL (60% Median) / High HOME/ TCAC (45% Median)			
CRL (60% Median)		\$810	\$894
High HOME		\$1,242	\$1,421
TCAC (45% Median)		\$815	\$937
Allowable Rent		\$810	\$894
High HOME/ TCAC (50% Median)			
CRL (60% Median)			
High HOME		\$1,242	\$1,421
TCAC (50% Median)	\$762	\$913	\$1,050
Allowable Rent	\$762	\$913	\$1,050
High HOME/TCAC (60% Median)			
CRL (110% Median)		\$1,539	\$1,704
High HOME		\$1,242	\$1,421
TCAC (60% Median)	\$925	\$1,109	\$1,276
Allowable Rent	\$925	\$1,109	\$1,276
1 (Manager's Unit)	NA		

**Utility allowances equal \$52/one bedroom units; \$64/two bedroom units; and \$78/three bedroom units. These allowances must be deducted from the gross rents.*

The restricted rents are less than what can be achieved in the market, which are +\$1,140 for one-bedrooms, +\$1,440 for two-bedrooms and +\$1,730 for three-bedrooms. Therefore, the most restricted rent for one-bedroom, two-bedroom and three-bedroom units are within achievable in the current residential rental market for comparable projects

Each unit will have a 55-year CRL covenant placed on it and a 20-year covenant for HOME purposes. In addition, the HOME units will be designated as floating units.



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HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

- **Stabilized Net Operating Income**

The gross rental income, including miscellaneous revenue annualized at \$16,770, is projected to stabilize at \$201,260. Assuming a 5% vacancy and collection allowance, LMA estimated the effective gross income (EGI) at \$194,050.

LM&A reviewed the Developer's proposed annual operating expense assumptions once the project is stabilized as summarized below:

- ✓ Annual general operating expenses are estimated at \$100,700 or \$5,035 per unit, which is at the high end of the typical range for similar projects.
- ✓ The Developer estimated service amenities at \$10,000.
- ✓ Replacement reserves are budgeted at \$6,000 or \$300 per unit per year.
- ✓ Property taxes are budgeted at \$1,900 due to the non-profit Developer receiving an exemption.
- ✓ Operating reserves are capitalized during construction and are estimated at \$93,340 per unit per year.

Financial Gap Calculation (Table 3)

Given that the total development costs are estimated at \$9.35 million, the developer's contributions (TCAC and a bank loan) a prior use of \$2.66 million in City sources, there remains no funding gap but for any incidental project delivery costs incurred by the City in administering the Project.

Total Development Cost	\$9,348,930
(Less): Tax Credit Financing	\$5,710,720
(Less): Permanent Loan	\$975,000
(Less): City of Huntington Park	\$2,663,222
Additional Financial Gap	\$0.00
Per Unit	\$467,450

HOME PROGRAM REQUIREMENTS (Table 4)

HOME regulations require a layering analysis that determines the required HOME assistance. The analysis finds that the Project requires an estimated \$630,662 in City HOME gap assistance following layering analysis.



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HOME LAYERING ANALYSIS

A review of HOME contributions includes a calculation (a) a Subsidy Limit Test determined by the maximum number of HOME funds permitted predicated upon HOME subsidy limits set forth under the Section 234 Condominium Housing mortgage units for elevator projects and (b) a Development Cost Test that calculates the minimum number of HOME units required.

- a. **Subsidy Limit Test (HOME Funds Assistance Limit).** The amount of HOME funds that can be invested in affordable housing projects may not exceed the HOME subsidy limits established by HUD at the time of initial assistance effective in April 2007. The HOME subsidy limit in effect when the Affordable Housing Agreement is executed remains the applicable limit regardless of any subsequent publications of HOME subsidy limit.

Number of Bedrooms	HOME Subsidy Limit
Zero	\$119,016
One	\$136,428
Two	\$165,898
Three	\$214,615
Four	\$235,584

As can be seen in the chart below, the \$2,038,990 HOME financial gap for the Project set forth in the initial financial analysis was the maximum allowable HOME allocation commensurate with the established HOME assistance limit for 11 HOME units.

The Hybrid Method allows the City to determine the cost of HOME-assisted units by prorating the HOME eligible development costs for each unit type. In following the Hybrid Method, the City used a proposed number of HOME-assisted units to determine the cost of those HOME units.



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Comparability Method: all units within each type are comparable, but the HOME share of unit type is not equal.

Total # of Units	# of HOME Units	Total # of Units	# of HOME Units	Unit Type	Avg. Sq. Ft.	HOME Share of Unit Type
10	1	10	1	1 Bdrm	648	10%
5	5	5	5	2 Bdrm	769	100%
5	5	5	5	3 Bdrm	1,038	100%
Gross Residential Square Footage					15,513	

Proposed HOME Investment or Proposed HOME Units

Proposed HOME investment **\$2,040,715**
Developer has proposed eleven (11) HOME units— 1 1-bedroom, 5 2-bedrooms and 5 3-bedrooms

Cost of HOME Units

Total Development Costs	\$9,348,930
Remove Ineligible Development Costs (e.g., swimming pool, car ports, & syndication fees)	(\$101,000)
Remove URA Relocation Expenses (to be added back to HOME Cost)	(\$215,000)
Base Project Cost	\$9,032,930
Base cost per Square Foot, includes common costs (Base Project Cost/Gross Residential Square Footage)	\$601.67
HOME Square Footage by Unit Type	

Unit Type	# of HOME Units	Avg. Sq. Ft.	HOME Sq. Ft. by Unit Type
1 Bdrm	1	648	648
2 Bdrm	5	769	3,845
3 Bdrm	5	648	3,240

HOME Cost by Unit Type

Unit Type	HOME Sq. Ft. by Unit Type	Base Cost/Sq. Ft.	HOME Cost by Unit Type
1 Bdrm	648	\$602	\$390,096
2 Bdrm	3,845	\$602	\$2,314,690
3 Bdrm	3,240	\$602	\$1,950,480
Subtotal Cost of HOME Units			\$4,655,266



6700-6702 and 6614 Middleton Place Project

**HOME Rental Project Feasibility Underwriting and
Developer Capacity Analysis**

Relocation Expenses (excluded from Base Project Cost above)	\$215,000
Cost of HOME Units	\$4,870,266

Maximum Project Subsidy				
Unit Size	Maximum Per Unit Subsidy	Number of HOME Units	Maximum HOME Subsidy by Unit Size	
1-Bedroom	\$136,428	1	\$136,428	
2-Bedroom	\$165,898	5	\$829,490	
3-Bedroom	\$214,615	5	\$1,073,075	
Total				\$ 2,038,993

Maximum HOME Investment (lesser of Proposed HOME investment (e.g., funding gap), Cost of HOME Units, or Maximum Project Subsidy)	\$ 2,038,993
--	---------------------

The revised project of 20 units, 11 HOME restricted, assumes a different unit mix. As can be seen in the chart below, the maximum allowable number of HOME units is 11 HOME required to support the prior HOME allocation for the project. A total of 55 percent of the 20 total units are to be HOME restricted, which results in 11 HOME units with the following bedroom composition: five one-bedroom HOME units, three two-bedroom HOME units and three three-bedroom units.

Bedroom Mix	Total Units		Prorated		HOME Units
One-Bedrooms	10	X	55%	=	1
Two-Bedrooms	5	X	55%	=	5
Three-Bedrooms	5	X	55%	=	5
Totals	20				11

The following chart sets forth the calculation based upon the distribution of HOME units by the revised unit sizes and the per unit HOME subsidy multiplied by the high cost allowance for the Los Angeles Hub area.

Following is the net effect of the unit mix revision based upon the HOME subsidy limits for 234(b) limits posted by HUD in 2007



6700-6702 and 6614 Middleton Place Project

HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

- b. **Development Cost Test (Proration Calculation).** The minimum number of HOME units is equal to the ratio of the HOME assistance to the total eligible development costs multiplied by the total number of units. Based on the financial analysis, the minimum percent number of HOME units is five.
- ✓ The HOME allocation is \$2,038,990
 - ✓ The estimated total development cost is \$9,348,930 (includes assemblage cost of \$1,156,000).
 - ✓ HOME assistance is equivalent to 22 percent of total development costs.
 - ✓ According to the development cost test, a minimum of five units are to be restricted as HOME units
- c. **HOME Unit Allocation.** Based on the affordable housing gap reflected in the Chart above, the number of HOME units required to support the HOME subsidy limits is 11 units.

CASH FLOW ANALYSIS (Table 5)

Cash Flow Assumptions

The cash flow analysis concluded that the Project will generate a positive cash flow either if rents are set up at the lesser of CRL, HOME or TCAC rents.

The following summarizes the cash flow projection assumptions:

1. Year one income and expenses are based on the stabilized estimates provided in Table 2.
2. The annual increases are assumed as follows:
 - a. Rental and miscellaneous income – 2.5% per year;
 - b. General operating expenses – 3.5% per year;
 - c. Property taxes – 2% per year; and
 - d. Replacement reserves – \$300/unit per year.

Proposed Loan Terms

The following summarizes the proposed HOME Loan terms:

1. A \$2,025,708 principal amount;
2. A 3 percent interest rate;
3. A 55-year loan term;



6700-6702 and 6614 Middleton Place Project

HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

4. Secured with a first trust deed; and
5. Residual receipt repayments set at 50% of available cash flow beginning in Year 1.

Cash Flow Projections

Per the 20-year cash flow analysis, the project remains financial viable throughout the HOME 20-year affordability period. Over the course of 20 years, the City will receive an estimated \$116,700 shared equally between the City HOME and Low/Mod funds.

The following summarizes the results of the cash flow analysis during the 20-year affordability period and assuming there is no residual developer fee requiring payment.

	Nominal Dollars	Net Present Value Dollars*
City HOME Loan Residual Receipts Payments	\$58,350	\$18,190
City Low/Mod Loan Residual Receipts Payments	\$58,350	\$18,190

* Assumes a 6% discount rate

ANALYSIS OF WARRANTED RETURN

The City typically relies upon a cash-on-cash analysis to calibrate the warranted amount of developer return on investment. The City determines the cash flow or cash-on-cash return by dividing cash flow by the equity investment. Based upon underwriting previously prepared by TCAC, it is concluded that the Developer Fee and other fees (viz., the GP Partnership Management Fee and LP Asset Management Fee) are warranted.

SUMMARY & CONCLUSIONS

The following summarizes the findings of the LMA analysis.

Total sources for the project follow:

Source	Amount
Tax Credit Financing	\$5,710,720
Permanent Loan	\$975,000
City of Huntington Park (\$2,025,708 HOME & \$637,514 Low/Mod)	\$2,663,220
Total Sources of Funds	\$9,348,940

Middleton Place will be financed utilizing 9% low-income housing tax credits awarded by the California Tax Credit Allocation Committee. A conventional construction loan



6700-6702 and 6614 Middleton Place Project

HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

and permanent loan will be supplemented by funds from the City. The City and the Developer had earlier entered into an Affordable Housing Loan Agreement, in which HOME and Low/Mod funds were used by the Developer to acquire, partially rehabilitate the aforementioned single-family dwelling.

The LMA analysis concludes the following project and financing terms are to be incorporated into an Agreement with the Developer.

- The amount of HOME assistance is within the maximum per unit subsidy limits defined under 24 CFR 92.250.
- Based on a subsidy review, the minimum required number of units that must be designated as HOME assisted is 11, 8 units limited at High HOME rents and 3 units at Low HOME units.
- A total of 2 units will be restricted under CRL low income rent limits.
- A written agreement must be executed prior to disbursing HOME pursuant to 24 CFR 92.504).
- HOME monies cannot be obligated to the Project until all necessary financing is secured.
- Construction to begin within 12 months (24 CFR 92.2 and §92.205(e)(2)) of execution of the City's amended Agreement.
- A market study has been assessed demonstrating that there is sufficient demand for the proposed units.
- All costs are eligible and the 20 housing units will meet the established property standards at project completion pursuant to 24 CFR 92.251(b)(1)(ix)).
- HOME-assisted units are set at current HUD published rent limits inclusive of utility allowances and is, on this basis, financially viable and the assisted units meet the property standards and affordability requirements for not less than the 20-year affordability period, beginning at project completion in accordance with 24 CFR 92.252(a) and §92.252(e).
- Based on the analysis, an estimated \$9,348,930 in total development costs warranted.
- The HOME required unit mix designated for the Project for the various sources of funds is summarized as follows:
- The written agreement must incorporate the project and financing terms that result from the underwriting process:
 - The HOME loan will have these terms:
 - ✓ The principal amount will be \$2,025,708.



6700-6702 and 6614 Middleton Place Project

HOME Rental Project Feasibility Underwriting and Developer Capacity Analysis

- ✓ The interest rate is to be 3.0% percent interest.
 - ✓ The maximum annual capital replacement reserve deposits are to be \$300 per unit.
 - ✓ The loan terms will be 55 years.
 - ✓ Any outstanding balance in Year 55 will be due and payable
 - ✓ The note will be secured with a first trust deed
 - ✓ The residual receipt repayments will be set at 25% of the residual receipts.
- The RDA loan will have these terms:
 - ✓ A \$637,514 principal amount; is RDA Low Mod monies
 - ✓ The interest rate is to be 3.0% percent interest.
 - ✓ The maximum annual capital replacement reserve deposits are to be \$300 per unit.
 - ✓ The loan terms will be 55 years.
 - ✓ Any outstanding balance in Year 55 will be due and payable
 - ✓ The note will be secured with a first trust deed
 - ✓ The residual receipt repayments will be set at 25% of the residual receipts.
- A market study has been assessed demonstrating that there is sufficient demand for the proposed units.
 - All costs are eligible and the housing units will meet the established property standards at project completion pursuant to 24 CFR 92.251(b)(1)(ix)).
 - HOME-assisted units are set at current HUD published rent limits inclusive of utility allowances and is, on this basis, financially viable and the assisted units meet the property standards and affordability requirements for not less than the 20-year affordability period, beginning at project completion in accordance with 24 CFR 92.252(a) and §92.252(e).
 - The loan repayment requirements are to begin in the first year after the Project is completed.
 - Based on the analysis of the estimated \$9,348,940 in total development costs is warranted.
 - The proposed affordability restrictions meet the requirements for HOME and other sources as summarized as follows:



6700-6702 and 6614 Middleton Place Project

**HOME Rental Project Feasibility Underwriting and
Developer Capacity Analysis**

No. of Units	Unit Sizes		
	1 Bdrm	2 Bdrm	3 Bdrm
Low HOME/TCAC (30% <u>Median</u>)		1	1
Low HOME/ TCAC (45% Median)	3		
CRL (50% Median) / High HOME/ TCAC (45% Median)		1	1
High HOME/ TCAC (50% Median)	4	2	2
High HOME/TCAC (60% Median)	2	1	1
1 (Manager's Unit)	1		
Totals	10	5	5

- The Developer is to submit for City approval construction plans, reports and estimated costs at a later date.
- The Project is to remain financially viable and the assisted units meet the property standards and affordability requirements for not less than the applicable 20-year HOME affordability period.
- Repayment with 50% of the net profits beginning after rent stabilization with the outstanding loan balance due in full at the end of 55 years following project completion.



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**HOME Rental Project Feasibility Underwriting and
Developer Capacity Analysis**

Attachments

Project Profile

Development Proforma

Operating Proforma

Financial Gap/HOME Subsidy Calculation

Cash Flow Analysis

Market Study

Developer Capacity and Qualifications

Comparable Projects List

Layering Review Certification



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

November 15, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

REQUESTING DIRECTION REGARDING CALTRANS ACTIVE TRANSPORTATION PROGRAM – STATE STREET COMPLETE STREET PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Review the State Street Complete Street Project Status and Program Requirements;
2. Direct Staff regarding City Council's desired project and program direction. The options are as follows;
 - a. Authorize staff to proceed with the project and bring forth a recommendation for awarding a project construction agreement on December 6, 2016 or December 20, 2016; or
 - b. Authorize staff to inform Caltrans that the city no longer wishes to proceed with the project and release the funds; or
 - c. Direct staff to appeal to the California Transportation Commission to allow for a project modification. Then bring the item back to Council for action by December 31, 2016 should a decision be arrived at prior to then, otherwise, inform Caltrans that the City no longer wishes to proceed with the project and release the funds.

BACKGROUND

The City of Huntington Park submitted an application to the Caltrans Active Transportation Program (ATP) Call for Projects and was awarded a \$1,184,000 grant for the State Street Complete Street Project's design and construction. The City Council authorized acceptance of the grant on September 8, 2015.

The Caltrans ATP Grant provides funding to cities and counties for development and implementation of alternative transportation options and does not require matching funds from the City. The ATP Grant's goals are to encourage the usage of active modes

REQUESTING DIRECTION REGARDING CALTRANS ACTIVE TRANSPORTATION PROGRAM – STATE STREET COMPLETE STREET PROJECT

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of transportation as a viable alternative to automobile travel; thereby, increasing the number of individuals walking and bicycling for daily travel and enhancing public health within disadvantaged communities.

On July 19, 2016 Council directed in-house engineering to complete the design, survey, engineering, and traffic engineering of the State Street Complete Street project.

On October 18, 2016, Council approved design and specifications for the State Street Complete Street Project, authorized the Public Works Department to advertise for bids, approved the Environmental Assessment, and authorized Staff to proceed with necessary work (Bid Advertisement, Project Management, etc.) in compliance with the terms and conditions of the contract.

Due to concerns regarding the reduction of traveled lanes and the connotation of a potential reduction of the level of service along this corridor, communications were engaged with ATP program managers to explore the possibility of modifying the scope of work to refresh the existing lanes and traffic markings, install a Class III (shared lane) bike lane vs. a Class II (dedicated) bike lane, and increase the quantity of pedestrian lighting utilizing the cost difference. ATP program managers strongly emphasized that not implementing the project and utilizing the grant monies will negatively impact future efforts to apply for and receive grant monies for the City of Huntington Park. Note that the City, in the last 18 months, was awarded approximately 2.6 million in additional ATP grant monies for capital improvement projects. The response to this inquiry is summarized as follows:

Caltrans cannot support the proposed change of scope from road diet with Class II bike lanes to “no road diet” with “sharrows” because the proposed scope of work has decreased benefits from the scope of work already approved. ATP program goals include reduction of injury and fatality collisions and increase in biking and walking. The decrease in these benefits would negatively affect the application ranking.

1. The City may, if it wishes, appeal to the California Transportation Commission (CTC). To do so, the City would complete the request for change of scope package, and submit it to Caltrans. Since the project is a Metropolitan Planning Organization (MPO) selected project, the MPO would have to sign off on the change before submittal to Caltrans. Since Caltrans cannot support the change of scope, we would forward the package to CTC, without our concurrence or recommendation. It may then be put on a future CTC Meeting agenda, where the City would have to show up at the meeting to defend their project, without the support of Caltrans. This process could take 2 plus months, as the action has to be added to the CTC agenda, and voted by the commission.
2. If the change of scope is not approved, the City may forfeit the project. Since this action would be on the ATP program record, the CTC would determine if this action could negatively impact the City’s ability to apply for future ATP cycles.

REQUESTING DIRECTION REGARDING CALTRANS ACTIVE TRANSPORTATION PROGRAM – STATE STREET COMPLETE STREET PROJECT

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3. If the City decides to go ahead with the project, as is, we recommend moving ahead with the Request for Authorization Process as soon as possible.
4. If the City opts to proceed with the project, assess how it actually functions, and later decides to change the configuration back to the original prior to the expected life of the project, then the City must refund the grant amount pertaining to the lane reduction. The City would still continue to enjoy the other benefits of the project however. Further explanation can be reviewed in the Program Supplement Agreement.

Safety Regarding Road Diet Projects

A classic Road Diet typically involves converting an existing four-lane, undivided roadway segment to a three-lane segment consisting of two through lanes and a center, two-way left-turn lane (TWLTF). Road Diets have the potential to improve safety, convenience, and quality of life for all road users. The resulting benefits include a crash reduction of 19 to 47 percent, reduced vehicle speed, reduced vehicle-pedestrian, vehicle-bicycle, and vehicle-vehicle conflicts, improved mobility, and distribution of space for a multipurpose road accessible to all road users.

Figure 1. Before and After Road Diet.



Road Diets reduce vehicle-to-vehicle conflicts

- rear-end
- left-turn
- sideswipe crashes

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Studies indicate a 19 to 47 percent reduction in overall crashes when a Road Diet is installed on a previously four-lane undivided facility.

Improved Safety

Road Diets have proven effective in some communities to improve safety by reducing vehicle speed. The case studies show that 85th percentile and average speed along conversions are likely to decrease by 3 to 5 mph with conversion to a road diet.

On a four-lane undivided road:

- Vehicle speeds can vary between travel lanes
- Drivers frequently slow or change lanes due to slower or stopped vehicles (e.g., vehicles stopped in the left lane waiting to turn left)
- Drivers weave in and out of the traffic lanes at high speeds

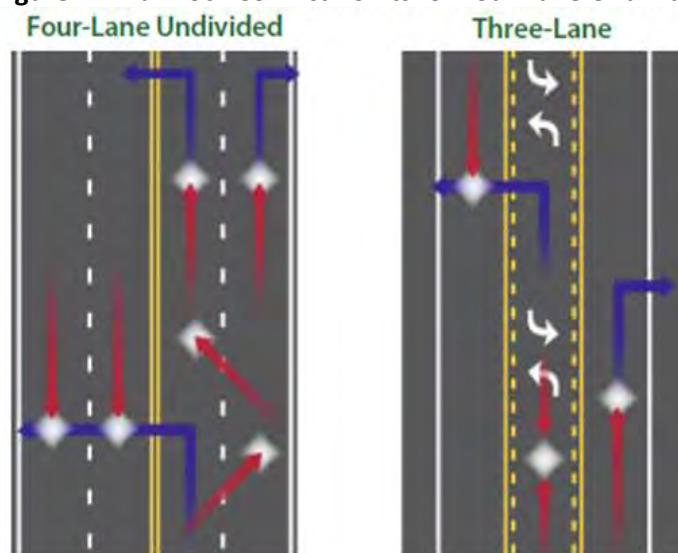
On three-lane roads with two way left turn lanes (TWLTLs):

- Vehicle speed is limited by the speed of the lead vehicle in the through lane
- Through vehicles are separated from left-turning vehicles

Thus, Road Diets can reduce vehicle speed and vehicle interactions, which can reduce the number and severity of vehicle-to-vehicle crashes. Reducing operating speed decreases crash severity when crashes do occur.

The figures below illustrate conflict points and safety issues related to turning movements for four-lane undivided roadways compared to three-lane road sections.

Figure 2. Mid-Block Conflict Points for Four-Lane Undivided Roadway and Three-Lane Cross Section



With Road Diet:

- Fewer lanes for pedestrians to cross (Opportunity for pedestrian refuge island)
- BIKE lanes when cross-section width allows
- Reduced right angle crashes as side street motorists cross only 3 lanes of traffic instead of four

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- Traffic calming and reduced speeds, which can decrease the number of crashes and reduce severity of crashes
- Simplifying gap selection for motorists making left turn

PROBLEMS MITIGATED BY ROAD DIETS

- Problem: Rear-end accidents due to speed discrepancies, high speeds and frequent lane changes
 - Road Diets: Removes stopped vehicles attempting to turn left from the through lane.
- Problem: Sideswipe accidents due to lane changes
 - Road Diets: Eliminates the need to change lanes
- Problem: Bicycle/Pedestrian crashes
 - Road Diets allow for bike lanes which separates bicycles from traffic
 - Pedestrians have fewer lanes to cross and can use refuge area if provided
 - Pedestrian crashes account for 12% of all traffic fatalities annually
 - 75% occur midblock
 - Pedestrian refuge areas demonstrate 46% reduction in pedestrian crashes at marked crosswalks
 - Pedestrian refuge areas have shown to reduce nighttime fatalities by 78%
 - Overall crash reduction of 19 percent to 47 percent

Pedestrian and Bicyclist Benefits

Road Diets can be of benefit to pedestrians.

- The three-lane cross-section makes crossing the roadway easier for pedestrians, as they have one fewer travel lane to cross and are exposed to moving traffic for a shorter period.
- Midblock crossing locations account for more than 70 percent of pedestrian fatalities. With the addition of a pedestrian refuge island – a raised island placed on a street to separate crossing pedestrians from motor vehicles, the crossing becomes shorter and less complicated. Pedestrians only must be concerned with one direction of travel at a time.
- Road Diets often include either on-street parking or a bike lane, which creates a buffer between pedestrians and moving vehicles.

Road Diets can be of benefit to bicyclists:

- The benefit of Road Diets is through the addition of bicycle facilities. When bicycle lanes are striped, bicyclists are more visible and motorists know where to look for them, thus speeds are reduced.
- A motorist on a three-lane roadway can move over closer to the center lane on a three-lane roadway when approaching a bicycle

FHWA has considered Road Diets a safer solution and promotes them as a safety-focused design alternative to a traditional four-lane, undivided roadway.

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Federal Road Diet Information

The following is a link to a recent FHWA publication:

http://safety.fhwa.dot.gov/road_diets/info_guide/rdig.pdf

This study provides an overview of the road diet strategy and documents numerous road diet (particularly the 4 lane to 3 lane conversion with two-way-left-turn-lane) before/after studies throughout the country. The research can be summed up as for many contexts like State Street (residential land uses, many driveways/cross-streets, volumes up to about 23,000 daily vehicles) before/after data shows volumes and travel time are typically consistent, while seeing vast reductions in collisions involving all modes (6%-53% reduction in crashes, with most in the 20-50% range).

Reference	Treatment Sites	ADT	Key Safety Results
FHWA, 2010	45 sites in California, Iowa, and Washington	3,718 to 26,376	Iowa data: 47% reduction in total crashes California and Washington data: 19% reduction in total crashes Combined data: 29% reduction in total crashes
Noyce et al., 2006	7 treatment sites throughout Minnesota	8,900 to 17,400	Traditional before-after approach: 42-43% reduction in crashes. Yoked/group comparison analysis: 37% reduction in total crashes and 47% reduction in crash rates. EB approach: 44% reduction in total crashes.
Pawlovich et al., 2006	15 treatment sites throughout Iowa	4,766 to 13,695	25.2% reduction in crash frequency per mile; 18.8% reduction in crash rate.
Li and Carriquiry, 2005	15 treatment sites throughout Iowa	3,007 to 15,333	29% reduction in the frequency of crashes per mile; 18% reduction in the crash rate.
Huang et al., 2003	12 treatment sites in California and Washington	10,179 to 16,070	6% reduction in total crashes relative to control; no reduction in crash rate.
Lyles et al., 2012	24 treatment sites throughout Michigan	3,510 to 17,020	9% reduction in total crashes (non-significant).
Stout, 2005 Stout et al., 2005 Stout (year unknown)	11 to 15 treatment sites in various Iowa cities	2,000 to 17,400	21 to 38 percent reduction in total crashes; similar reduction in crash rates.
Clark, 2001	One treatment site in Athens-Clarke County, GA	18,000 to 20,000	52.9% reduction in total crashes; 51.1% reduction in crash rate (first 6 months).
City of Orlando, 2002	One treatment site in Orlando, FL	18,000 to 20,000	34% reduction in crash rate; 68% reduction in injury rate (first 4 months).
Preston, 1999	Minnesota	Not Provided	27% lower crash rate on three-lane roads than on four-lane undivided roadways (cross-sectional comparison – not a before-after study)

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Additional Road Diet Information

- Potential safety benefits for all modes along State Street
- Road diet can serve business, residences, and schools, other streets with regional/vehicular focus
- Road diet offers numerous benefits like safety, traffic calming, increased buffer from cars, easier crossings for pedestrians (crossing three lanes instead of 4 and only two through lanes) that will be present 24/7
- Increase travel options, providing first dedicated bike lane in HP, and recognizing that a network of comfortable bicycle facilities is ultimately how residents who don't feel comfortable cycling now may in the future (State and Randolph would be a start for north-south and east-west travel)
- Public health – obesity, childhood diabetes, and other indicators do not show up favorably in HP, this provides opportunities for activity
- SB743: The state of California has mandated reductions in greenhouse gases and vehicles miles traveled, which are difficult to achieve without increasing the availability and use of non-driving infrastructure

Additional information shared by ATP program administrators regarding the effectiveness of road diets follows.

- Shared-lane markings alternating with full bike lanes in [Grand Street \(Manhattan\)](#).
- Behavioral studies prepared for the [Federal Highway Administration](#) and the city of San Francisco have shown that streets with shared lane arrows increase separation between motor vehicles and cyclists, encourage cyclists to ride outside of the door zone, and may reduce wrong way cycling and sidewalk cycling, which are associated with increased crash risk.^{[11][12]}
- However, another study published in the journal [Injury Prevention](#) based on hospital records shows no statistically significant reduction in injuries, and possibly a small increase.^[13]
- A 2016 study commissioned by the [Transportation Research Board](#) conducted a comprehensive longitudinal analysis of census block groups in [Chicago](#).^[14] Block groups were categorized in one of 3 categories: block groups with bike lanes installed, block groups with sharrows only, and block groups with no cycling infrastructure. The authors found that blocks with bike lanes experienced a significantly larger increase in bicycle commuters than block groups with sharrows or no infrastructure. Block groups with only sharrows installed were significantly less effective at reducing injuries per year per commuter than both block groups with bike lanes as well as block groups with no infrastructure. The study concludes that these findings raise concerns on the effectiveness of sharrows as a safety measure and as an incentive to bicycle commuting.

Attachment A is an Accident History from 2010 to 2016, and Attachment B is a presentation titled "Who Wins When Streets Lose Lanes".

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FISCAL IMPACT/FINANCING

The recommended improvements are to encourage the usage of active modes of transportation as a viable alternative to automobile travel. Total costs of infrastructure and safety devices are estimated to be \$1,163,000 and includes 10% construction management. There is no fiscal impact in the current fiscal year. The Public Works department will ensure budgeting under Capital Outlay/Improvements for Fiscal Year 2017-2018.

LEGAL AND PROGRAM REQUIREMENTS

The California Vehicle Code and the California Manual of Uniform Traffic Control Devices provides guidelines and standards for placement of official traffic control devices on public roadways. Any traffic control devices should only be installed after an engineering study determines that the measures are warranted or needed. In this case a traffic engineering review and study was conducted at the subject locations and subsequently measures designed to improve pedestrian safety were recommended.

CONCLUSION

Upon approval by City Council, the City staff will continue to pursue project completion.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

ATTACHMENT(S)

- A. State Street Accident History 2010-2016
- B. Who Wins When Streets Lose Lanes
- C. October 18, 2016 Staff Report and Attachments
- D. July 19, 2016 Staff Report and Attachments
- E. September 8, 2015 Staff Report and Attachments

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2010					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complaint of Pain)	PDO			
1	State St at Walnut St	0	1/5/2010	11:50	BROADSIDE					1	Clear	R-O-W AUTO	EB Thru Veh hit SB Thru Veh
2	Walnut St at State St	3' E	2/18/2010	4:00	AUTO/PED				1		Clear	PED VIOL	SB Thru PED in X-Walk hit by EB ENT TRAF Veh
3	State St at Randolph St	370' S	2/26/2010	7:45	SIDESWIPE					1	Clear	IMPROP TURN	NB Veh hit NB PKD Veh
4	State St at Florence Ave	20' S	3/23/2010	10:09	REAR END					1	Clear	UNSAFE SPEED	NB Thru Veh hit NB Stopped Veh
5	State St at California St	42' S	4/8/2010	16:00	REAR END					1	Clear	UNSAFE SPEED	NB Thru Veh hit NB Stopped Veh
6	State St at Saturn Ave	451' N	4/24/2010	18:33	REAR END					1	Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh
7	Cudahy St at State St	25' E	5/16/2010	4:50	REAR END					1	Clear	UNSAFE SPEED	EB LT Veh hit PKD Veh (Impaired)
8	State St at Saturn Ave	0	5/29/2010	14:51	BROADSIDE				1		Clear	STOP SGN SIG	NB Thru Veh hit WB Thru Veh
9	State St at Hood St	30' NW	6/5/2010	13:45	BROADSIDE				1		Clear	IMPROP TURN	NB U-TURN Veh hit NB Thru Veh
10	State St at Santa Ana St	0	6/27/2010	9:16	SIDESWIPE			1			Clear	STOP SGN SIG	SB Thru Veh hit WB Thru Veh
11	Gage Ave at State St	0	6/30/2010	22:45	BROADSIDE - BIKE				1		Clear	STOP SGN SIG	WB Thru BIKE hit by SB Thru Veh at STOP SGN (Impaired)
12	State St at Olive St	63' S	7/9/2010	16:30	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
13	State St at Saturn Ave	0	7/15/2010	17:02	BROADSIDE				3		Clear	UNKNOWN	NB Thru Veh hit WB Thru Veh
14	State St at Randolph St	0	7/21/2010	14:18	BROADSIDE					1	Clear	R-O-W AUTO	WB LT Veh hit EB Thru Veh
15	State St at Cudahy St	89' N	8/6/2010	14:16	HEAD-ON					1	Clear	IMPROP TURN	NB U-TURN Veh hit NB PKD Veh, NB Thru Veh and SB Thru Veh
16	State St at Gage Ave	80' S	8/21/2010	14:51	BROADSIDE			1			Clear	STRTNG BCKNG	SB U-TURN Veh hit SB Thru Veh (Impaired)
17	State St at Zoe Ave	75' S	8/21/2010	15:00	SIDESWIPE					1	Clear	LANE CHANGE	NB Thru Veh hit NB PKD Veh
18	Florence Ave at State St	5' E	8/28/2010	20:27	AUTO/PED		2		1		Clear	STOP SGN SIG	WB Thru Veh hit 2 NB PED in X-Walk (Impaired)
19	State St at Cudahy St	42' N	9/14/2010	7:30	REAR END				2		Clear	UNSAFE SPEED	NB Thru Veh hit 2 NB Stopped Veh
20	State St at Randolph St	0	10/11/2010	20:28	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh

ACCIDENT HISTORY														
Location: State St: Santa Ana to Randolph						Year: 2010					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description	
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO				
21	State St at Benson St	0	11/4/2010	17:34	BROADSIDE				1		Clear	R-O-W AUTO	NB Thru Veh hit NB Thru Veh	
22	State St at Broadway	14' S	11/10/2010	9:59	BROADSIDE - BIKE				1		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Bike	
23	State St at Mission Pl	300' N	11/23/2010	11:24	BROADSIDE					1	Clear	R-O-W AUTO	SB Thru Veh hit SB Thru Veh	
24	Broadway at State St	50' E	12/4/2010	2:41	SIDESWIPE					1	Clear	IMPROP TURN	EB Thru Veh hit EB PKD Veh (Impaired)	
25	State St at California St	0	12/10/2010	18:25	REAR END					1	Clear	UNSAFE SPEED	Thru Veh hit NB Stopped Veh (Impaired)	
26	State St at Broadway	9' N	12/17/2010	10:01	AUTO/PED				1		Cloudy/ Raining	R-O-W PED	NB LT Veh hit WB PED in X-Walk	
27	Hope St at State St	0	12/20/2010	15:51	AUTO/PED				1		Raining	R-O-W PED	EB LT Veh hit WB PED in X-Walk	

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2011						City:	Huntington Park	
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO			
1	State St at California St	0	1/25/2011	16:20	HEAD-ON				2		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
2	State St at Florence Ave	0	1/28/2011	1:14	HEAD-ON			1			Clear	UNSAFE SPEED	SB LT Veh hit Fixed Obj (Impaired)
3	Olive St at State St	0	1/31/2011	8:41	BROADSIDE				1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
4	State St at Hill St	69' S	2/1/2011	14:52	REAR END				1		Clear	UNSAFE SPEED	NB Thru Veh hit NB Stopped Veh
5	State St at Olive St	0	2/11/2011	14:57	HEAD-ON				1		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
6	State St at Grand Ave	64' N	2/17/2011	12:34	AUTO/PED				1		Clear	OTHER IMPROP DRV	SB PED hit by WB Thru Veh
7	State St at Santa Ana St	0	2/19/2011	23:19	SIDESWIPE				2		Clear/ Cloudy	UNSAFE SPEED	NB Thru Veh hit SB Thru Veh
8	Randolph St at State St	0	3/5/2011	17:07	OVERTURNED				1		Clear	STOP SGN SIG	EB Thru Veh hit NB Thru Veh and WB Thru Veh
9	State St at Hill St	40' N	3/16/2011	8:20	SIDESWIPE					1	Cloudy	LANE CHANGE	SB CHNG LN Veh hit SB Thru Veh and SB Slowing Veh (Impaired)
10	State St at Grand Ave	2' S	4/2/2011	13:58	BROADSIDE AUTO/PED - BIKE			1			Clear	WRONG SIDE	SB Thru BIKE on wrong side hit WB Stopped Veh
11	State St at Gage Ave	0	4/8/2011	21:00	HEAD-ON				3		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
12	Santa Ana St at State St	0	4/9/2011	7:13	HEAD-ON					1	Clear	R-O-W AUTO	EB LT Veh hit WB Thru Veh
13	State St at Saturn Ave	3' W	5/15/2011	10:32	BROADSIDE					1	Clear	STOP SGN SIG	NB Thru Veh hit WB Thru Veh
14	Santa Ana St at State St	0	6/17/2011	3:03	BROADSIDE					1	Clear	STOP SGN SIG	SB Thru Veh hit WB Thru Veh
15	Randolph St at State St	0	6/24/2011	7:51	BROADSIDE					1	Clear	R-O-W AUTO	SB LT Veh hit EB Thru Veh
16	State St at Florence Ave	238' N	6/25/2011	18:07	REAR END				1		Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh
17	Hope St at State St	0	7/6/2011	14:32	OTHER-BIKE				1		Clear	UNKNOWN	Veh hit SB Thru BIKE (Impaired)
18	State St at Broadway St	0	7/22/2011	18:15	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
19	State St at Olive St	0	7/27/2011	15:05	HEAD-ON				1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
20	State St at Plaska Av	0	8/11/2011	18:16	HEAD-ON					1	Clear	R-O-W AUTO	NB ENT TRAF Veh hit EB Thru Veh

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2011					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO			
21	State St at Olive St	149' S	8/16/2011	0:05	REAR END					1	Clear	STRTNG BCKNG	SB Backing Veh hit NB PKD Veh
22	State St at Hope St	0	9/10/2011	13:00	BROADSIDE			1			Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh and WB Slowing Veh
23	Gage Ave at State St	0	9/23/2011	18:55	HEAD-ON					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
24	State St at Broadway St	45' N	9/30/2011	14:23	BROADSIDE					1	Raining	IMPROP TURN	EB LT Veh hit SB Stopped Veh
25	State St at Mission Pl	25' N	10/9/2011	13:33	BROADSIDE					1	Clear	R-O-W AUTO	EB LT Veh hit SB Thru Veh
26	State St at Olive St	4' S	10/14/2011	16:00	AUTO/PED				1		Clear	R-O-W PED	NB LT Veh hit EB PED
27	State St at Randolph St	153' N	10/18/2011	10:53	HIT OBJECT					1	Clear	WRONG SIDE	SB U-TURN Veh hit Fixed Obj (Impaired)
28	State St at Hope St	0	10/22/2011	16:35	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh (Impaired)
29	State St at Hill St	117' S	11/28/2011	12:17	SIDESWIPE			1			Clear	IMPROP TURN	NB Thru Veh hit NB Thru Veh and PKD Veh
30	State St at Zoe Ave	0	12/4/2011	18:20	BROADSIDE AUTO/PED				1		Clear	UNSAFE SPEED	SB Thru Veh hit WB Thru PED in X-Walk
31	State St at Randolph St	0	12/7/2011	17:39	HEAD-ON				2		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
32	Cudahy St at State St	33' E	12/25/2011	20:25	HEAD-ON					1	Clear	UNSAFE SPEED	EB LT Veh hit WB PKD Veh (Impaired)

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2012						City:	Huntington Park	
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complaint of Pain)	PDO			
1	Santa Ana St and State St	0	1/17/2012	19:58	AUTO/PED				1		Clear	PED VIOL	WB ENT TRAF PED AT X-Walk hit by WB RT Veh
2	State St at Hope St	0	1/20/2012	18:26	BROADSIDE					1	Clear	R-O-W AUTO	SB LT Veh hit WB Thru Veh
3	State St at Randolph	68' N	1/31/2012	18:01	BROADSIDE					1	Clear	LANE CHANGE	NB Thru Veh hit SB Stopped Veh
4	Gage Ave at State St	0	2/22/2012	17:20	BROADSIDE					1	Clear	R-O-W AUTO	WB LT Veh hit EB Thru Veh
5	State St at Zoe Ave	35' N	3/6/2012	18:37	HEAD-ON					1	Clear	WRONG SIDE	SB OPPOS LN Veh hit 2 NB PKD Vehs
6	Gage Ave at State St	0	3/7/2012	15:15	BROADSIDE					1	Clear	R-O-W AUTO	EB LT Veh hit WB Thru Veh
7	State St at Cudahy	0	3/9/2012	21:10	SIDESWIPE					1	Clear	R-O-W AUTO	WB RT Veh hit NB Thru Veh
8	State St at Walnut St	49' N	4/14/2012	4:00	SIDESWIPE				1		Clear	DRVR ALC DRG	NB Thru Veh hit Fixed Obj
9	Randolph St at State St	0	5/10/2012	17:19	BROADSIDE					1	Clear	R-O-W AUTO	WB LT Veh hit EB Thru Veh and 2 NB Stopped Vehs
10	State St at Broadway	0	5/16/2012	7:11	BROADSIDE			1			Clear	STOP SGN SIG	SB Thru Veh hit WB Thru Veh
11	State St at Saturn Ave	35' N	5/17/2012	21:41	REAR END AUTO/PED - BIKE				1		Clear	STOP SGN SIG	WB RT Bike hit Thru Veh (Impaired)
12	State St at Walnut St	0	5/22/2012	7:46	BROADSIDE				1		Clear	R-O-W AUTO	WB Thru Veh hit SB Thru Veh
13	State St at Santa Ana St	187' N	5/24/2012	19:36	OVERTURNED				1		Clear	PED VIOL	EB ENT TRAF PED NOT IN X- hit by SB Thru Veh
14	State St at Randolph St	0	5/25/2012	17:33	BROADSIDE				2		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
15	State St at Hope St	20' E	5/27/2012	10:03	BROADSIDE					1	Clear	R-O-W AUTO	EB LT Veh hit WB Thru Veh
16	State St at Zoe Ave	0	6/21/2012	15:04	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh (Impaired)
17	State St at Broadway	0	6/26/2012	19:04	REAR END				5		Clear	DRVR ALC DRG	NB Thry Veh hit 2 NB Stopped Vehs
18	State St at Broadway	0	6/29/2012	18:17	REAR END					1	Clear	UNSAFE SPEED	SB Thru Veh hit SB LT Veh (Impaired)
19	State St at Saturn Ave	0	7/20/2012	15:50	AUTO/PED				1		Clear	R-O-W PED	SB LT Veh hit EB Thru PED in X-Walk
20	State St at Santa Ana St	105' N	8/4/2012	6:10	OTHER					1	Clear	WRONG SIDE	SB Thru Veh hit Fixed Obj

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph						Year: 2012					City:	Huntington Park	
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complaint of Pain)	PDO			
21	State St at Saturn Ave	0	8/5/2012	6:47	AUTO/PED				1		Clear	PED VIOL	WB PED in X-Walk hit by NB LT Veh
22	State St and Randolph St	0	8/13/2012	20:56	HEAD-ON				1		Clear	IMPROP TURN	NB LT Veh hit SB Thru Veh
23	State St at Gage Ave	250' N	8/28/2012	11:44	SIDESWIPE					1	Clear	IMPROP TURN	SB Thru Veh hit 2 SB PKD Vehs
24	State St at Santa Ana St	0	8/29/2012	8:26	BROADSIDE				1		Clear	STOP SGN SIG	SB Thru Veh hit WB Thru Veh and EB Stopped Veh
25	State St at Grand Ave	85' N	9/18/2012	19:36	REAR END					1	Clear	UNSAFE SPEED	SB Thru Veh hit 2 SB Stopped Vehs
26	State St at Benson St	105'NW	9/30/2012	7:54	SIDESWIPE				1		Clear	IMPROP TURN	NB Thru Veh hit 2 NB PKD Vehs
27	State St at Olive St	0	10/14/2012	17:46	AUTO/PED			1			Clear	R-O-W PED	SB LT Veh hit EB PED AT X-WALK
28	State St at Benson St	0	10/17/2012	8:26	BROADSIDE					1	Clear	R-O-W AUTO	SB LT Turn Veh hit SB Thru Veh and NB PKD Veh
29	State St at Live Oak St	0	10/22/2012	7:25	BROADSIDE					1	Clear	R-O-W AUTO	EB ENT TRAF Veh hit NB Thru Veh
30	Florence Ave at State St	8'W	10/29/2012	18:30	BROADSIDE					1	Clear	IMPROP TURN	WB Thru Veh hit WB Stopped Veh
31	State St at Live Oak St	0	11/2/2012	16:03	BROADSIDE AUTO/PED - BIKE				1		Clear	WRONG SIDE	NB Thru Bike ON WRONG SIDE hit by WB Thru Veh
32	State St at Saturn Ave	0	11/10/2012	5:02	BROADSIDE				1		Clear	STOP SGN SIG	SB Thru Veh hit WB Thru Veh (Impaired)
33	State St at Walnut st	45' S	11/28/2012	7:25	REAR END				1		Clear	TOO CLOSE	NB Thru Veh hit NB Stopped Veh
34	Randolph St at State St	21' E	11/29/2012	7:36	BROADSIDE					1	Raining	R-O-W AUTO	EB LT Veh hit WB Thru Veh
35	State St at Live Oak St	0	11/30/2012	11:30	AUTO/PED				1		Raining	R-O-W PED	SB Slowing Veh hit WB Thru PED NOT IN X-WALK
36	Walnut St at State St	12' W	12/5/2012	19:48	AUTO/PED				1		Clear	IMPROP TURN	WB LT Veh hit NB PED in X-Walk

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2013						City:	Huntington Park	
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complaint of Pain)	PDO			
1	Live Oak St at State St	12' W	1/6/2013	5:30	AUTO/PED				1		Clear	IMPROP TURN	LT Veh hit NB PED AT X-WALK (Impaired)
2	State St at Grand Ave	75' S	1/7/2013	17:39	AUTO/PED			1			Clear	UNKNOWN	SB Thru Veh hit WB PED NOT IN X-WALK
3	State St at Santa Ana St	54' N	1/12/2013	2:20	HEAD-ON					1	Clear	IMPROP TURN	NB LT Veh hit Fixed Obj
4	State St at Hope St	35' S	1/23/2013	18:45	REAR END				1		Clear	UNSAFE SPEED	SB Thru Veh hit two SB Stopped Vechs
5	Grand Ave at State St	0	2/9/2013	12:25	BROADSIDE					1	Clear	R-O-W AUTO	EB Thru Veh hit NB Thru Veh and WB Stopped Veh
6	State St at Broadway	0	2/15/2013	10:30	BROADSIDE				1		Clear	R-O-W AUTO	SB Thru Veh hit EB LT Veh
7	State St at Randolph St	0	2/20/2013	19:28	HEAD-ON				1		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
8	State St at Florence Ave	209' N	3/10/2013	19:00	HEAD-ON				1		Clear	WRONG SIDE	SB WRNG WAY Veh hit NB Thru Veh
9	State St at California St	50' S	3/27/2013	15:08	BROADSIDE					1	Clear	STRTNG BCKNG	SB ENT TRAF Veh hit SB Thru Veh
10	California St at State St	36' E	4/7/2013	2:00	HEAD-ON					1	Clear	UNSAFE SPEED	NB Thru Veh hit Fixed Obj
11	State St at Hope St	0	4/11/2013	16:54	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit sb Thru Veh and EB Stopped Veh
12	State St at Randolph St	0	4/16/2013	16:13	BROADSIDE				2		Clear	STOP SGN SIG	SB Thru Veh hit NB LT Veh and 2 EB Stopped Vechs
13	State St at Olive St	33' N	4/23/2013	0:06	REAR END					1	Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh (Impaired)
14	State St at Florence Ave	55' S	5/10/2013	7:05	REAR END				2		Clear	UNSAFE SPEED	NB CHNG LN Veh hit NB Stopped Veh
15	Florence Ave at State St	0	6/11/2013	10:37	BROADSIDE				1		Clear	STOP SGN SIG	NB Thru Veh hit WB Thru Veh
16	State St at Gage Ave	0	6/12/2013	9:36	BROADSIDE					1	Clear	IMPED TRAFFIC	WB Slowing Veh hit NB Thru Veh
17	Gage Ave at State St	0	6/17/2013	18:30	AUTO/PED			4			Clear	UNSAFE SPEED	Thru Veh hit 4 SB Thru PED at X-Walk (Impaired)
18	Broadway St at State St	0	6/17/2013	22:10	BROADSIDE					1	Clear		NB Thru Veh hit EB Thru Veh
19	State St at Olive St	0	6/18/2013	15:53	BROADSIDE				2		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
20	State St at Grand Ave	0	7/8/2013	20:15	SIDESWIPE					1	Clear	IMPROP TURN	SB CHNG LN Veh hit SB Thru Veh (Impaired)

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph						Year: 2013					City:	Huntington Park	
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complaint of Pain)	PDO			
21	State St at Zoe Ave	19' N	7/9/2013	8:09	SIDESWIPE					1	Clear	UNSAFE SPEED	NB CHNG LN Veh hit NB PKD Veh
22	State St at Gage Ave	60' N	7/26/2013	17:39	REAR END					1	Clear	STRTNG BCKNG	SB Stopped Veh hit SB Stopped Veh
23	State St at Saturn Ave	20' N	8/9/2013	19:22	REAR END				1		Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh and SB Slowing Veh
24	State St at Florence Ave	280' N	8/21/2013	6:50	BROADSIDE					1	Clear	IMPROP TURN	SB LT Veh hit NB Stopped Veh
25	State St at Live Oak St	0	8/29/2013	12:27	REAR END				1		Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh
26	State St at Hope St	66' N	9/2/2013	3:22	HIT OBJECT					1	Clear	IMPROP TURN	SB Thru Veh hit Fixed Obj
27	State St at Gage Ave	0	9/15/2013	10:51	BROADSIDE				1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
28	State St at Grand Ave	55' S	9/25/2013	20:34	SIDESWIPE					1	Clear	IMPROP TURN	NB Thru Veh hit PKD Veh
29	State St at Broadway	0	9/26/2013	7:24	BROADSIDE				1		Clear	STOP SGN SIG	NB Thru Veh hit EB Thru Veh
30	State St at Gage Ave	0	9/29/2013	20:35	BROADSIDE AUTO/PED-BIKE				1		Clear	WRONG SIDE	WB Thru BIKE ON WRONG SIDE hit by NB RT Veh
31	Gage Ave at State St	0	10/3/2013	0:15	BROADSIDE					1	Clear	R-O-W AUTO	SB Thru Veh hit WB Thru Veh
32	Gage Ave at State St	5' E	10/12/2013	21:24	HEAD-ON				1		Clear	IMPROP TURN	EB Thru Veh hit WB Stopped Veh
33	State St at Zoe Ave	140' N	10/18/2013	22:01	BROADSIDE					1	Clear	IMPROP TURN	NB RT Veh hit NB Thru Veh
34	State St at Mission Pl	0	10/19/2013	18:17	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
35	State St at Randolph St	0	10/30/2013	10:35	BROADSIDE					1	Clear	R-O-W AUTO	WB LT Veh hit EB Thru Veh
36	Randolph St at State St	0	11/1/2013	10:29	BROADSIDE				1		Clear	STOP SGN SIG	EB Thru Veh hit SB Thru Veh
37	State St at Randolph St	20' N	11/9/2013	10:58	BROADSIDE					1	Clear	STOP SGN SIG	EB Thru Veh hit NB Thru Veh (Impaired)
38	State St at Gage Ave	195' S	11/13/2013	20:39	BROADSIDE					1	Clear	NOT STATED	EB ENT TRAF Veh hit SB Thru Veh
39	State St at Zoe Ave	4' N	11/13/2013	17:15	AUTO/PED				1		Clear	PED VIOL	EB Thru PED AT X-Walk hit by SB Thru Veh
40	State St at Hope St	0	11/20/2013	7:50	HEAD-ON				1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh

ACCIDENT HISTORY														
Location: State St: Santa Ana to Randolph						Year: 2013					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather		Description	
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO		Collision Factor		
41	State St at Randolph St	343' S	12/1/2013	3:12	REAR END					1	Clear	IMPROP TURN	SB UNS Turn Veh hit 2 SB PKD Vehs	
42	State St at Saturn Ave	0	12/5/2013	18:14	BROADSIDE			2	1		Clear	R-O-W AUTO	EB LT Veh hit SB Thru Veh	
43	State St at Hill St	24' N	12/23/2013	18:59	BROADSIDE					1	Clear	R-O-W AUTO	WB RT Veh hit NB Thru Veh	

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2014					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO			
1	Santa Ana St at State St	21'E	1/12/2014	21:59	HEAD-ON				2		Clear	STOP SGN SIG	WB Slowing Veh hit WB Stopped Veh
2	State St at Saturn Ave	80' S	1/13/2014	13:13	REAR END					1	Clear	UNSAFE SPEED	NB Thru Veh hit 2 NB Stopped Vehs
3	State St and Hope St	0	1/21/2014	7:50	HEAD-ON				1		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
4	State St at Saturn Ave	213' N	2/28/2014	2:50	AUTO/PED	1					Cloudy/ Raining	PED VIOL	NB Thru Veh hit PED Not in X-Walk (Impaired)
5	State St at Grand Ave	0	4/22/2014	12:38	HEAD-ON				1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
6	State St and California Av	0	4/30/2014	8:45	BROADSIDE				1		Clear	R-O-W AUTO	WB Thru Veh hit NB Thru Veh
7	State St at Hope St	0	5/4/2014	16:27	BROADSIDE				1		Clear	STOP SGN SIG	WB Thru Veh hit SB Thru Veh
8	State St at Hope St	0	5/5/2014	8:00	OTHER				2		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
9	Walnut St at State St	16' W	5/5/2014	14:24	REAR END				2		Clear	UNSAFE SPEED	EB Thru Veh hit EB Stopped Veh
10	State St at Gage Ave	121' S	6/2/2014	12:35	BROADSIDE				1		Clear	R-O-W AUTO	WB Thru Veh hit SB Thru Veh
11	State St at Grand Ave	0	6/29/2014	10:09	HEAD-ON			1	1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
12	Gage Ave at State St	2' W	7/16/2014	18:34	HEAD-ON AUTO/PED			2	1		Clear	UNKNOWN	WB Thru Veh hit 3 SB PEDS AT X-WALK
13	State St at Randolph St	0	7/24/2014	22:28	HEAD-ON					1	Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
14	Santa Ana St at State St	11' E	9/14/2014	17:59	BROADSIDE			2	2		Clear	STOP SGN SIG	SB Thru Veh hit WB Thru Veh
15	State St at Grand Ave	22' S	9/24/2014	14:02	SIDESWIPE				1		Clear	STRTNG BCKNG	SB ENT TRAF Veh hit SB Thru Veh and SB PKD Veh
16	State St at Randolph St	0	9/24/2014	7:30	HEAD-ON				1		Clear	NOT STATED	EB LT Veh hit WB Thru Veh
17	Santa Ana St at State St	13' E	9/29/2014	12:27	BROADSIDE				1		Clear	R-O-W AUTO	NB LT Veh hit WB Thru Veh
18	State St at Hope St	108' S	10/11/2014	9:49	SIDESWIPE					1	Clear	IMPROP TURN	SB RAN OFF RD Veh hit 2 SB PKD Vehs
19	State St at Gage Ave	135' N	10/15/2014	18:30	REAR END					1	Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh
20	Olive St at State St	0	10/22/2014	6:30	SIDESWIPE AUTO/PED			1			Clear	R-O-W PED	WB LT Veh hit EB Thru PED AT X-WALK

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2014					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather		Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO		Collision Factor	
21	State St and Olive St	18' N	10/27/2014	18:55	BROADSIDE				1		Clear	R-O-W AUTO	WB LT Veh hit SB Thru Veh (Impaired)
22	State St at Live Oak St	36' S	10/31/2014	15:25	SIDESWIPE					1	Cloudy	WRONG SIDE	SB Thru Veh hit 2 SB PKD Vehs
23	State St at Hope St	0	11/5/2014	7:15	AUTO/PED - BIKE				1		Clear	R-O-W PED	EB RT Veh hit WB Thru Bike
24	Grand Ave at State St	0	11/5/2014	7:27	AUTO/PED			1			Clear	R-O-W PED	EB Thru Veh hit NB Thru PED AT X-WALK
25	Florence Ave at State St	0	11/7/2014	0:40	SIDESWIPE			1			Clear	OTHER IMPROP DR	EB Thru Veh hit Fixed Obj
26	Florence Ave at State St	25' W	11/16/2014	0:16	BROADSIDE					1	Clear	R-O-W AUTO	EB RT Veh hit EB Stopped Veh (Impaired)
27	Broadway St at State St	0	11/29/2014	23:06	BROADSIDE			2	4		Clear	STOP SGN SIG	EB Thru Veh hit NB Thru Veh and WB Slowing Veh
28	State St at Live Oak St	0	12/1/2014	16:01	BROADSIDE				1		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
29	State St at Santa Ana St	0	12/1/2014	7:30	BROADSIDE					1	Cloudy	R-O-W AUTO	SB LT Veh hit NB Thru Veh
30	Santa Ana St at State St	0	12/10/2014	11:39	BROADSIDE					1	Clear	UNKNOWN	WB Thru Veh hit SB Thru Veh
31	State St at Zoe Ave	180' S	12/16/2014	4:42	SIDESWIPE					1	Raining	IMPROP TURN	NB Thru Veh hit 2 NB PKD Vehs
32	State St at California St	0	12/22/2014	10:19	BROADSIDE				1		Clear	R-O-W AUTO	WB Thru Veh hit SB Thru Veh

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2015					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO			
1	State St at Grand Ave	0	1/20/2015	14:40	BROADSIDE				3		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
2	State St at Grand Ave	0	1/23/2015	16:37	BROADSIDE					1	Clear	R-O-W AUTO	WB LT Veh hit SB Thru Veh
3	State St at Broadway	94' S	1/27/2015	15:02	BROADSIDE					1	Clear	STRTNG BCKNG	EB Backing Veh hit SB Thru Veh
4	State St at Plaska Av	0	1/27/2015	16:16	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit NB Thru Veh
5	State St at Zoe Ave	116' S	1/28/2015	18:53	BROADSIDE			1			Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh
6	Gage Ave at State St	25' E	2/6/2015	18:32	BROADSIDE			1			Clear	R-O-W AUTO	SB LT Veh hit EB Thru Veh
7	State St at Mission Pl	0	2/13/2015	12:00	HEAD-ON				1		Clear	WRONG SIDE	LT Veh hit SB Thru Veh
8	State St at Hope St	20' S	2/25/2015	11:01	REAR END				1		Clear	UNSAFE SPEED	NB Thru Veh hit 2 NB Stopped Veh
9	State St at Randolph St	310' S	3/3/2015	8:20	BROADSIDE					1	Clear	OTHER IMPROP DRV	NB U-Turn Veh hit NB Thru Veh and SB PKD Veh
10	Grand Ave at State St	13' W	3/14/2015	21:09	BROADSIDE					1	Clear	R-O-W AUTO	EB Thru Veh hit NB Thru Veh and 3 EB PKD Vehs
11	State St at Live Oak St	129' S	3/22/2015	12:59	REAR END				3		Clear	UNSAFE SPEED	NB Thru Veh hit 2 NB Stopped Veh
12	Gage Ave at State St	0	4/6/2015	17:18	HEAD-ON				1		Clear	R-O-W AUTO	EB LT Veh hit WB Thru Veh
13	State St at Randolph St	0	4/17/2015	7:51	HEAD-ON				2		Clear	R-O-W AUTO	SB LT Veh hit EB Thru Veh
14	State St at Flower St	51' S	5/4/2015	7:40	HEAD-ON				2		Clear	IMPROP TURN	NB LT Veh hit SB Thru Veh and NB Thru Veh
15	State St at Live Oak St	0	5/4/2015	0:19	BROADSIDE					1	Clear	UNSAFE SPEED	EB RT Veh hit EB RT Veh
16	State St at Gage Ave	465' N	5/9/2015	15:00	BROADSIDE				1		Clear	IMPROP TURN	SB U-Turn Veh hit SB Stopped Veh
17	Santa Ana St at State St	15' E	5/16/2015	19:11	HIT OBJECT					1	Clear	IMPROP TURN	WB RT Veh hit Fixed Obj
18	Gage Ave at State St	40' E	6/5/2015	19:10	REAR END				1		Clear	UNSAFE SPEED	WB Thru Veh hit WB Stopped Veh
19	State St at Gage Ave	135' N	6/13/2015	11:21	BROADSIDE				5		Clear	R-O-W AUTO	EB LT Veh hit NB Thru Veh

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2015					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO			
20	State St at Broadway	150' S	7/25/2015	21:08	REAR END -					1	Clear	UNSAFE SPEED	NB Thru Veh hit NB Thru Veh (Impaired)
21	State St at Santa Ana St	0	8/3/2015	0:39	BROADSIDE				2		Clear	STOP SGN SIG	WB Thru Veh hit NB Thru Veh (Impaired)
22	Gage Ave at State St	0	8/26/2015	22:23	BROADSIDE				3		Clear	STOP SGN SIG	WB Thru Veh hit SB Thru Veh and 3 EB Stopped Vechs
23	State St at Saturn Ave	0	9/6/2015	14:42	BROADSIDE				1		Clear	DRVR ALC DRG	SB Thru Veh hit EB Thru Veh (Impaired)
24	State St at Gage Ave	120' N	9/21/2015	19:25	BROADSIDE				2		Clear	R-O-W AUTO	WB LT Veh hit NB Thru Veh
25	Gage Ave at State St	15' E	9/25/2015	4:45	BROADSIDE					1	Clear	STRTNG BCKNG	WB Thru Beh hit WB Merging Veh
26	State St at Gage Ave	20' S	10/8/2015	11:12	REAR END				1		Clear	UNSAFE SPEED	SB Thru Veh hit SB Stopped Veh
27	Gage Ave at State St	0	10/19/2015	11:55	SIDESWIPE					1	Clear	WRONG SIDE	WB Thru Veh hit WB Stopped Veh (Impaired)
29	State St at Benson St	100'NW	10/25/2015	21:48	SIDESWIPE					1	Clear	LANE CHANGE	NB UNS Turn Veh hit NB PKD Veh
30	State St at Live Oak St	100' N	10/27/2015	21:58	AUTO/PED				1		Clear	PED VIOL	WB ENT TRAF PED NOT IN X-WALK hit by SB Thru Veh
31	Gage Ave at State St	15' E	11/13/2015	7:50	SIDESWIPE					1	Clear	IMPROP TURN	WB Chang LN Veh hit WB Slowing Veh (Impaired)
32	State St at Florence Ave	0	12/5/2015	18:25	AUTO/PED				1		Clear	R-O-W AUTO	EB RT Veh hit WB Thru PED AT X-WALK (Impaired)
33	State St at Hood St	0	12/13/2015	20:45	BROADSIDE				4		Clear	R-O-W AUTO	WB ENT TRAF Veh hit NB Thru Veh
34	State St at W Grand Ave	0	12/19/2015	20:37	AUTO/PED - BIKE			1			Clear	STOP SGN SIG	EB Thru Veh hit SB Thru BIKE AT X-WALK (Impaired)
35	State St at Zoe Ave	0	12/28/2015	16:05	BROADSIDE					1	Clear	STRTNG BCKNG	SB Backing Veh hit WB Stopped Veh
36	Randolph St at State St	5' N	04/10/2015	14:15	BROADSIDE					1	Clear	STOP SGN SIG	NB Thru Veh hit EB Thru Veh

ACCIDENT HISTORY													
Location: State St: Santa Ana to Randolph					Year: 2016						City:	Huntington Park	
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather	Collision Factor	Description
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complaint of Pain)	PDO			
1	State St at Hope St	9' S	1/3/2016	12:56	BROADSIDE				1		Clear	R-O-W AUTO	EB LT Veh hit NB Thru Veh
2	Gage Ave at State St	0	1/3/2016	14:54	REAR END					1	Clear	DRVR ALC DRG	EB Backing Veh hit EB Stopped Veh (Impaired)
3	State St at Flower St	64' N	1/6/2016	9:39	HEAD-ON					1	Clear	IMPROP TURN	NB LT Veh hit Fixed Obj (Impaired)
4	Florence Ave at State St	11' E	1/8/2016	20:54	BROADSIDE				1		Clear	R-O-W AUTO	WB Thru Veh hit SB Thru Veh
5	State St at Florence Ave	119' N	1/11/2016	11:25	SIDESWIPE						Clear	R-O-W AUTO	NB LT Veh hit NB Stopped Veh (Impaired)
6	State St at Broadway	19' N	1/15/2016	22:55	HEAD-ON					1	Clear	IMPROP TURN	NB RT Veh hit SB Thru Veh
7	Olive St at State St	0	1/15/2016	9:08	BROADSIDE				1		Clear	STOP SGN SIG	Veh Thru hit WB Thru Veh (Impaired)
8	State St at Saturn Ave	13' S	1/31/2016	19:50	REAR END					1	Clear	UNSAFE SPEED	NB Thru Veh hit NB Stopped Veh
9	State St at Hope St	0	2/20/2016	23:02	BROADSIDE					1	Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh
10	State St at Randolph St	12' N	3/3/2016	14:32	REAR END			1			Clear	UNSAFE SPEED	SB Thru Veh hit SB Thru Veh
11	State St at Florence Ave	116' N	3/4/2016	20:53	BROADSIDE				1		Clear	IMPROP TURN	NB U-Turn Veh hit NB Thru Veh
12	State St at Olive St	87' S	3/11/2016	10:41	REAR END				2		Clear	UNSAFE SPEED	NB Thru Veh hit 2 NB Thru Veh (Impaired)
13	State St at Flower St	0	3/20/2016	15:40	HEAD-ON				1		Clear	R-O-W AUTO	NB LT Veh hit SB Thru Veh and SB Other
14	State St at Broadway	0	3/25/2016	13:17	BROADSIDE			1	1		Clear	STOP SGN SIG	SB Thru hit EB Thru Veh (Impaired)
15	Broadway St at State St	0	3/28/2016	10:48	SIDESWIPE					1	Clear	IMPROP TURN	WB LT Veh hit EB Stopped Veh (Impaired)
16	State St at Santa Ana St	30' N	4/6/2016	8:05	AUTO/PED			1			Clear	PED VIOL	WB Thru PED NOT IN X-WALK hit by NB Thru Veh
17	Florence Ave at State St	25' E	4/23/2016	9:55	REAR END					1	Clear	R-O-W AUTO	EB LT Veh hit EB PKD Veh (Impaired)
18	State St at Live Oak St	0	5/15/2016	14:48	SIDESWIPE					1	Clear	R-O-W AUTO	WB LT Veh hit NB Thru Veh (Impaired)
19	Gage Ave at State St	9' W	5/15/2016	11:45	BROADSIDE					1	Clear	STOP SGN SIG	EB Thru Veh hit NB Thru Veh
20	State St at Walnut Ave	0	5/18/2016	7:30	BROADSIDE					1	Clear	R-O-W AUTO	WB Thru Veh hit SB Thru Veh

ACCIDENT HISTORY														
Location: State St: Santa Ana to Randolph						Year: 2016					City:	Huntington Park		
No	Location	Dist.	Date	Time	Collision Type	Severity					Weather		Description	
						1 - Fatal	2 - Injury (Severe)	3 - Injury (Other Visible)	4 - Injury (Complain t of Pain)	PDO		Collision Factor		
21	State St at Live Oak St	0	5/23/2016	15:45	BROADSIDE				2		Clear	R-O-W AUTO	SB LT Veh hit NB Thru Veh	

Who Wins When Streets Lose Lanes?

An Analysis of Safety on Road Diet Corridors in Los Angeles



By: Severin Martinez
June 2016

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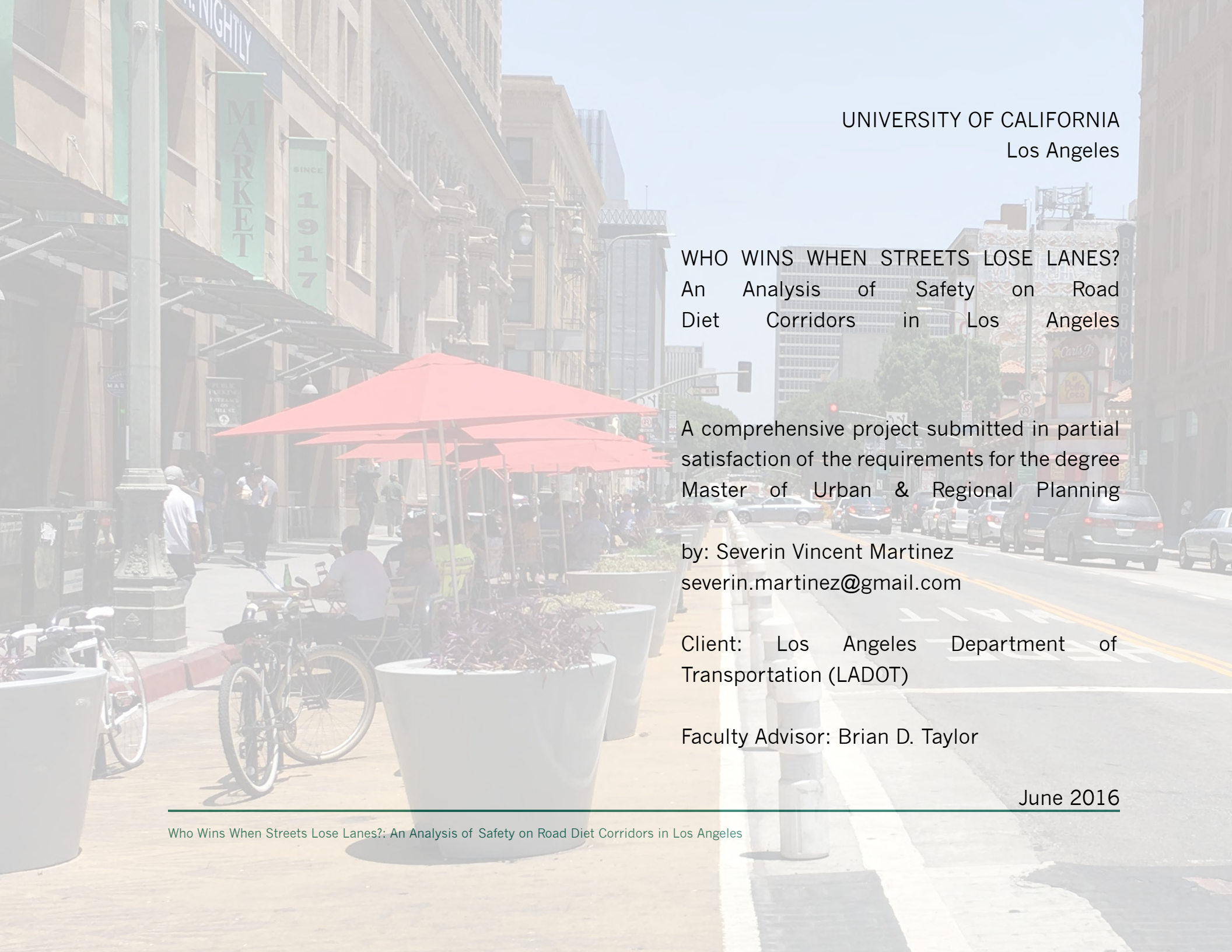
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UNIVERSITY OF CALIFORNIA
Los Angeles

WHO WINS WHEN STREETS LOSE LANES?
An Analysis of Safety on Road
Diet Corridors in Los Angeles

A comprehensive project submitted in partial
satisfaction of the requirements for the degree
Master of Urban & Regional Planning

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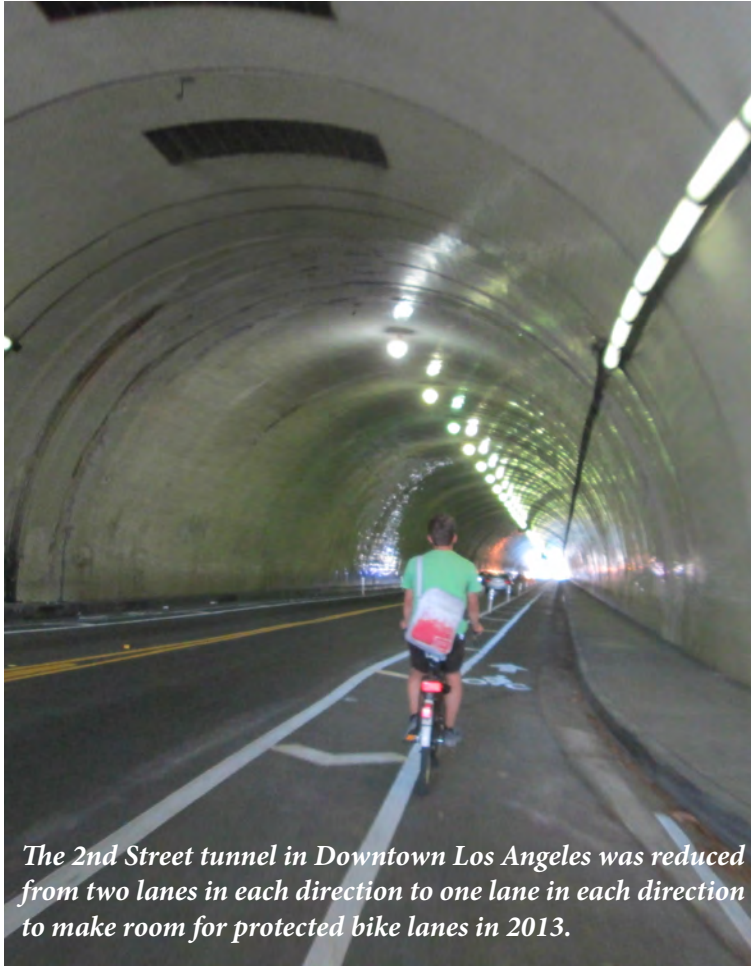
Client: Los Angeles Department of
Transportation (LADOT)

Faculty Advisor: Brian D. Taylor

June 2016

DISCLAIMER

This report was prepared in partial fulfillment of the requirements for the Master in Urban and Regional Planning degree in the Department of Urban Planning at the University of California, Los Angeles. It was prepared at the direction of the Department and of Los Angeles Department of Transportation as a planning client. The views expressed herein are those of the authors and not necessarily those of the Department, the UCLA Luskin School of Public Affairs, UCLA as a whole, or the client.



The 2nd Street tunnel in Downtown Los Angeles was reduced from two lanes in each direction to one lane in each direction to make room for protected bike lanes in 2013.

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ABSTRACT

Traffic safety is a growing area of concern in the United States. In recent years, a number of cities have adopted so-called “Vision Zero” policies in an effort to eliminate severe and fatal traffic collisions. In 2015, Los Angeles joined the ranks of cities with such initiatives. One way in which Los Angeles officials hope to achieve this goal is through the implementation of “road diets.” A road diet reduces the number of through travel lanes to create space for streetscape elements such as bike lanes, center left turn lanes, and on-street parking. The most common road diet – sometimes referred to as the classic road diet – restripes a street from two lanes in each direction, to a single lane in each direction with a center turn lane. According to the Federal Highway Administration (FHWA) this change is a proven safety countermeasure estimated to reduce crashes, on average, by about 29 percent.

This project analyzes changes in rates of collisions, injuries, and severe and fatal injuries on five streets that received the “classic” road diet treatment in Los Angeles between 2006 and 2009. Through an observational “before and after” analyses with comparison group, on average, the studied road diets experienced

statistically significant reductions in crash and injury rates of 32.4 percent (+/-21.5%) and 36.7 percent (+/-15.4%), respectively. Meanwhile, severe and fatal injuries among the streets with road diets experienced an absolute decrease of 1, but no statistically significant change in incident rate. The comparison group, on the other hand, did not experience any statistically significant change in any of the categories studied.

The findings of these analyses echo those from similar and more extensive studies conducted elsewhere that collectively suggest road diets have a range of effectiveness but can typically reduce crashes between 20 and 30 percent. Looking ahead, road diets appear to be a cost-effective means of improving street safety in Los Angeles. However, given the relatively small number of road diets examined here, the City should conduct thorough before-and-after analyses where road diets are implemented to critically evaluate the performance of these projects on a case-by-case basis.

DEFINING A ROAD DIET

The term road diet was first used by pedestrian planner and activist Dan Burden in 1996 in an article he coauthored with Peter Lagerwey, titled “Road Diets: Fixing the Big Roads.” Burden defines a road diet as “anytime you take any lane out of a road” (Press, 2011, 00:10). Typically this is done to create space for bike lanes, wider sidewalks, additional parking, medians or dedicated left turn lanes. Some also apply the term to situations in which travel lanes are narrowed, rather than removed (Road Diet Case Studies, 2015; Press, 2011). In my research I use the definition described by Burden but specify three subcategories (Figure 2,3,4):

- 1) **Removing a general purpose travel lane in one or both directions**
- 2) **Removing center left turn lane/two-way left-turn lane/ left turn channelization**
- 3) **Removing a peak-hour lane in one or both directions**

The City of Los Angeles has implemented all three types of road diets in order to create space for bicycle lanes, wider sidewalks, additional on-street parking, center left turn lanes, and medians. Only about 1 percent of the documented road diets

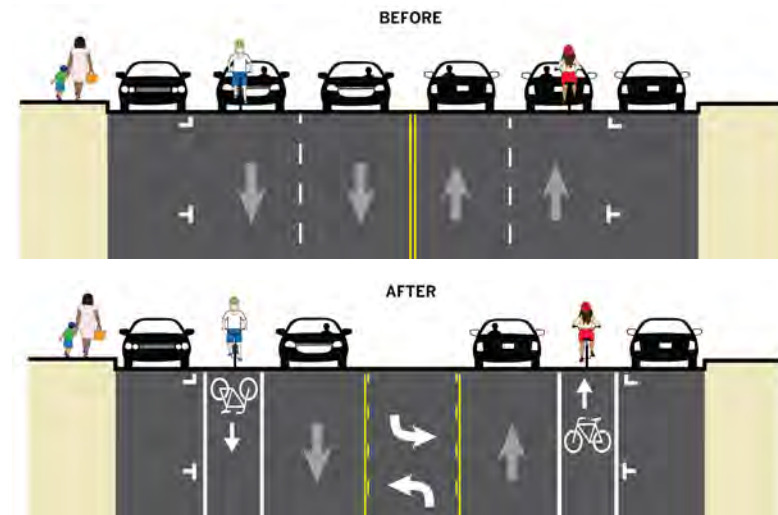


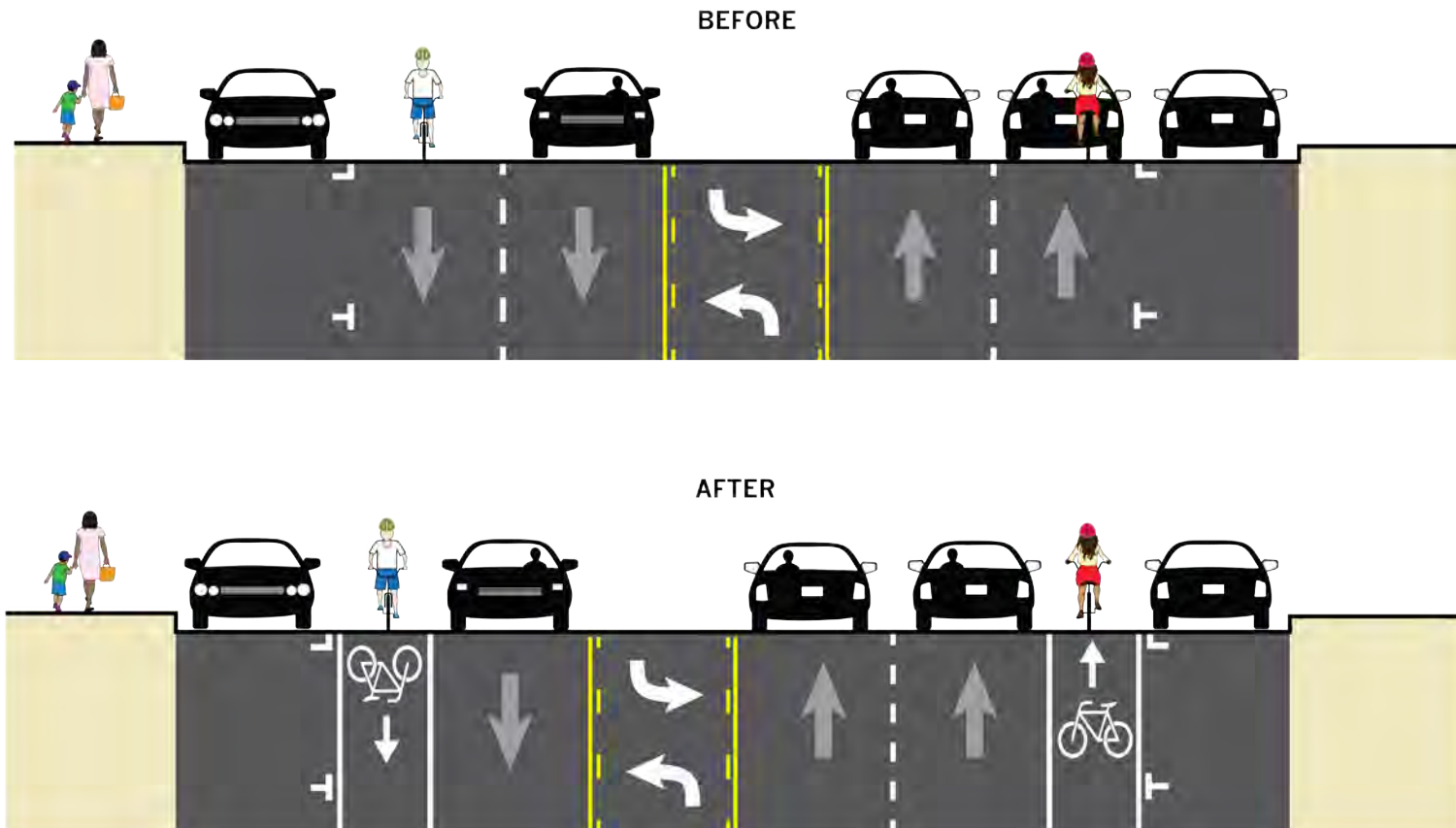
FIGURE 1: The most common type of road diet typically encountered. Sometimes referred to as the “classic” road diet, Los Angeles has implemented 55.7 miles of this type of configuration.

installed in Los Angeles to date involved lane reductions without adding any of the aforementioned street elements.

The most common type of road diet converts a street with two lanes in each direction into one with a single lane in each direction and a center turn lane (Figure 1). This change is sometimes known as the classic road diet or a four lane to three lane conversion.

DEFINING A ROAD DIET

ROAD DIET SUB-CATEGORY #1: REMOVAL OF TRAVEL LANE



ROAD DIET SUB-CATEGORY #2:
REMOVAL OF CENTER TURN LANE

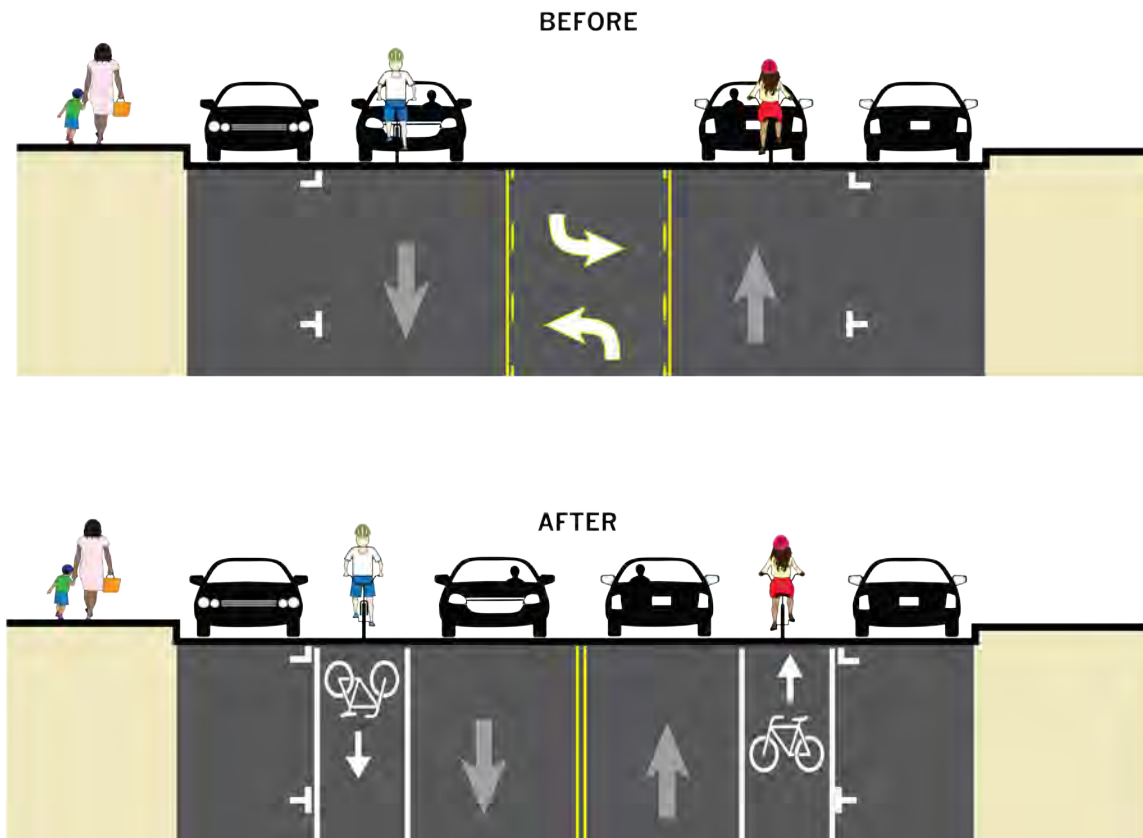


FIGURE 3

DEFINING A ROAD DIET

ROAD DIET SUB-CATEGORY #3: REMOVAL OF PEAK-HOUR TRAVEL LANE

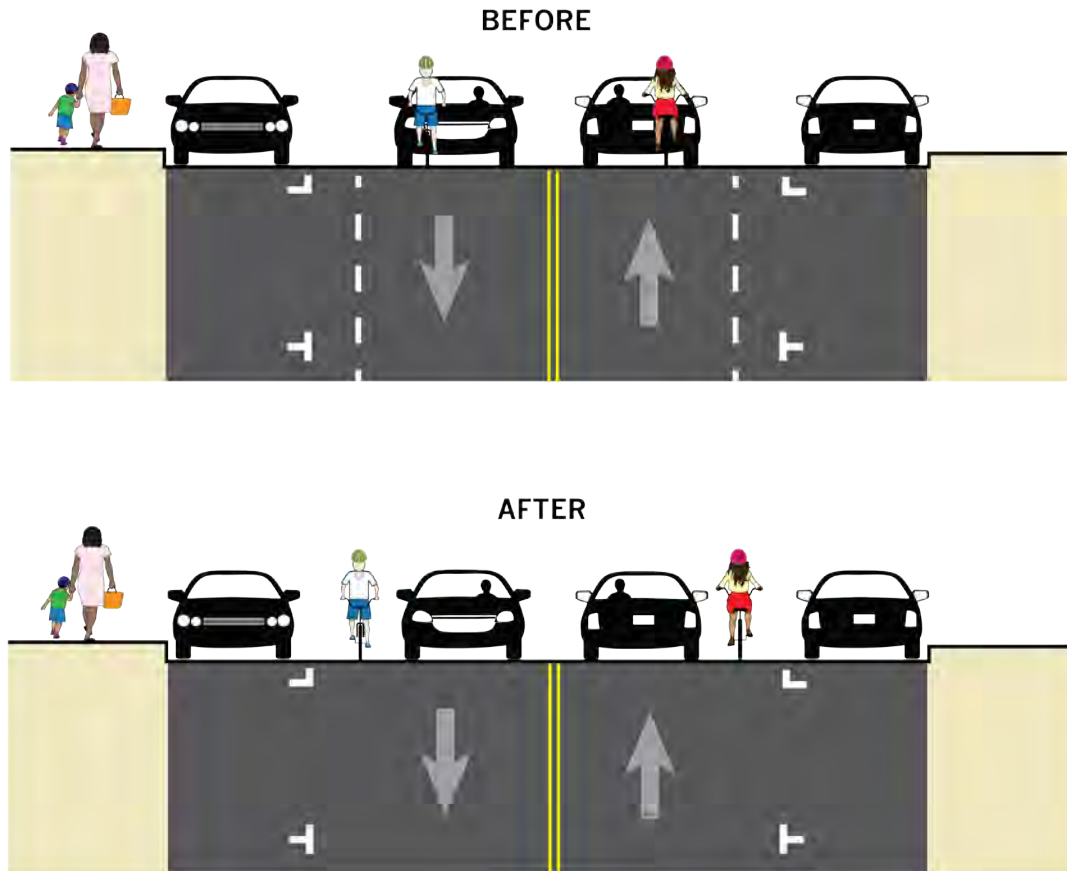


FIGURE 4

Of the roughly 113 miles of road diets documented in this research, 105 miles were implemented through travel lane removal, 6.5 miles through peak hour-lane removal, and 1.3 miles through center turn lane removal.

Road diets are sometimes mistaken as a measure that is only implemented to create space for bike lanes. Although the vast majority of road diets in the City of Los Angeles have produced bike lanes, only 32.6% have produced bike lanes exclusively. Many road diets produce center turn lanes or provide more on-street parking in addition to bike lanes. Approximately 30% of all documented road diets – 33.4 miles – did not receive any bike lanes when installed.

Road diets commonly create a dedicated lane that facilitates left turns removed from the general travel lanes. This space is variously called left turn channelization, two-way left turn lane (TWLTL), or center left turn lane (CLTL). While these terms are interchangeable, in this report I use the term “center left turn lane” because it describes the location of the lane and uses the most common language. I will sometimes shorten the term to “center turn lane” in order to simplify the terminology further.

Top Picture: Eastern Avenue in the City’s El Sereno neighborhood requires left turning vehicles do so from the inner lane, which is also the lane faster moving vehicles are expected to use. It does not have a center turn lane. While the street is not scheduled to undergo a road diet at this time, it shows what the “before” situation is like on streets that do receive the “classic” road diet treatment.

Bottom Picture: This portion of San Pedro Street in South LA was formerly two lanes in each direction. It received the “classic” road diet treatment in 2013 and left turning vehicles are now separated from through travel.



1 – INTRODUCTION

Throughout the United States, city officials are increasingly concerned about traffic safety. This is apparent through the number of cities adopting so-called “Vision Zero” policies, which are efforts to eliminate serious and fatal injuries that result from traffic collisions on city streets. On August 24th, 2015, Los Angeles mayor Eric Garcetti formally signed into action Executive Directive Number 10, announcing that the City would institute a Vision Zero initiative. The goal? A 20 percent reduction to the approximately 200 traffic fatalities that occur in the City by the year 2017, and to fully eliminate traffic fatalities citywide by 2025 ([Executive Directive, No. 10, 2015](#)). The City has a variety of tools at its disposal to aid its efforts of eliminating traffic fatalities, but key to achieving the set benchmarks will be the implementation of safety enhancing infrastructure and physical reconfigurations to roadways. Unlike other techniques, such as public service announcements and traffic enforcement, which are temporary in both time and place, engineering interventions produce permanent changes to streets.

One tool for addressing traffic safety is an intervention known as the “road diet,” a type of street reconfiguration which

reduces the number of travel lanes to create space for other streetscape elements such as bike lanes, center left turn lanes, medians, and curbside parking. Often, road diets do not actually narrow the physical width of a roadway, but instead re-arrange how space is used curb-to-curb. The most commonly installed road diet converts a street with two lanes in each direction into a single lane in each direction with a center turn lane.

According to the Federal Highway Administration (FHWA), the road diet is a proven safety countermeasure, estimated to reduce crashes by about 29 percent ([Persuad and Lyon, 2010](#)). The reasons why road diets improve safety vary depending on their specific configurations. However, by reducing the number of travel lanes, they typically reduce unsafe lane changes, separate turning movements from through travel, and discourage speeding ([Tan, 2011](#)). Although they usually reduce the number of travel lanes, road diets generally have minimal impact on travel times if they are implemented on streets with excess carrying capacity ([Tan, 2011](#)). Sometimes, a street with two lanes in each direction might already operate as a “de facto” road diet if the inner lane is frequently used by left turning vehicles. In such situations, the street is effectively

reduced to a single lane of through traffic (Knapp, et. al, 2014, 9).

Not only are road diets an effective safety treatment, they are also comparatively inexpensive. Whereas a traffic signal can cost upward of \$250,000 per intersection (Fortin, 2012; EGP Staff Report, 2013), a road diet can often be achieved for a fraction of the cost at approximately \$50,000 per mile (Desmond, 2015; T. Fremaux, personal communication, 6 April 2016). If a road diet is implemented as part of routine street resurfacing (Knapp, et. al, 2014), even this cost is nearly entirely eliminated since restriping roadway markings is part of any resurfacing project. Recognizing the low-cost and high-impact of road diets, Los Angeles has implemented dozens of them in recent years, sometimes as part of routine resurfacing but also to explicitly address safety on high-collision corridors. While most road diets the Los Angeles

“Whereas a traffic signal can cost upward of \$250,000 per intersection, a road diet can often be achieved for a fraction of the cost at approximately \$50,000 per mile.”

Department of Transportation (LADOT) has installed predate Vision Zero, the majority were still motivated by the idea of improving safety (J. Fisher, personal communication. 29 January 2016).

Need for Research

Despite producing measurable safety improvements and having generally been well-received when implemented elsewhere, road diets have met with mixed reviews locally – especially where road diets have affected traffic as a result of reducing the number of lanes. Those opposed to road diets are sometimes concerned the projects might have unintended consequences, such as traffic jams during rush hour, diversions onto quieter local streets not designed for high volumes of traffic, or potentially delaying emergency responders (Zahniser and Nelson, 2015; Lopez, 2015). Others argue there are more effective ways of reducing collisions without reducing the number of lanes (Lopez, 2015), or that when a road diet is implemented to create bike lanes, the majority of travelers – those who drive – do not benefit from the change (Zahniser, 2015;

1 INTRODUCTION

Feldman, 2015). Meanwhile, those in favor of additional such road diet projects cite national statistics demonstrating the benefits of road diets (Zahniser and Nelson, 2015; Zahniser, 2015), but struggle to point to any substantive findings in Los Angeles, despite the growing abundance of local examples. When a new road diet is proposed, it is not uncommon for people to share anecdotes about how well or poorly an existing road diet has worked nearby based on personal experience (Kohli, 2015; Meredith, 2015), but there are typically no hard facts on the table to steer the discussion.

Road diets in the City of Los Angeles will continue to be disputed when there is no immediately local evidence of how they impact traffic and safety. Road diets are a context sensitive solution (Knapp, et. al, 2014), so average estimates of safety improvements can undermine, or overstate, the actual effect road diets will have in a particular case. Existing studies suggest road diets can have a range of effectiveness depending on the circumstances in which they are implemented (Thomas, 2013; Harkey, et. al, 2008). Thus, evaluating existing projects would inform local road diet discussions since the City is considering additional such projects.

Project Outline

This research consists of two components that can help guide the on-going conversation of lane allocation and traffic safety. It catalogues all known and documented road diets installed within the City, based on research and consultation with current and former LADOT employees (Appendix A). Knowing where road diets have been installed, and how they have generally been implemented set the context for future discussion. This research also studies collision rates on five “classic” road diets implemented between 2006 and 2009 in different parts of the City, and compares these results with similar, but untreated, street corridors over the same time period. Because collisions can fluctuate randomly and due to broader citywide trends over time, the comparison corridors are used as a control to measure how traffic safety would have been affected had the studied road diets not been implemented.

Before conducting my analyses, I reviewed the literature on road diets, including both guidelines and safety evaluations. Road diets are not a Los Angeles-specific phenomenon and have been documented elsewhere from as early as the 1970’s (Lagerwey and Burden, 1999; Knapp, et. al, 2014). Public agencies and researchers

across the country have developed guidelines under which road diets are best suited based on experience from other parts of the country (Knapp, et. al, 2014), and sometimes these guidelines followed in Los Angeles (Collision and Countermeasure Analysis, 2016). Understanding the national literature on road diets as well as the conditions under which road diets have been implemented in the City help frame the interpretation of my analysis and findings. My review finds robust road diet research, most of which controls for:

- 1) Regression to the mean**
- 2) Changes in traffic flow**
- 3) General vehicle crash trends using a comparison group**

After the literature review I describe my methodology for selecting my study corridors and how I evaluate my chosen road diet projects. My goal was to include as many road diets as possible in my analysis from the roughly three dozen road diet projects implemented between 2006 and 2011 that would have at least three years of pre- and post-implementation data. Data constraints limited this list to five projects suitable for study. Based on the

findings from the literature review and the data available at the time of this study, I apply a t-test to an observational before-and-after study of the five selected projects and a comparison group of corridors. The comparison group is used to control for general travel and traffic trends along similar streets that did not receive a road diet treatment. To control for changes in traffic volumes, I calculate before and after crash rates per million miles traveled. I do so using an average estimates of volumes based on traffic counts, albeit somewhat limited, available from the Department's Traffic Counts Division.

Using this applied methodology, I display changes in general crash rates and injury rates to see if there discernible differences between the road diet treated corridors and the similar but untreated corridors. Because road diets are to be included in Vision Zero efforts, I also look at changes in the rates of severe and fatal injuries. The results of the analyses reveal statistically significant reductions in crashes and injuries among the road diet projects. The comparison group, however, did not experience any statistically significant reduction in crashes or injuries. Neither

1 INTRODUCTION

“The results of the analyses reveal statistically significant reductions in crashes and injuries among the road diet projects.”

the road diet group nor the comparison group experienced a statistically significant reduction in severe and fatal injuries specifically. This may stem from the fact that this report looks at small samples and these types of injuries are comparatively rare occurrences. Although other factors may influence the findings, the reduction in overall crashes closely mirror the results from studies cited by the FHWA, lending credence to the argument that road diets improve safety where implemented.

Drawing on the results from my analyses and insights from the literature review, I close with recommendations for the City, some of which can be applied more broadly to other municipalities considering road diets. In order for more rigorous local studies to occur, there must be a deliberate effort to gather consistent traffic volume data, not only on streets considered for road diets, but on similar or parallel streets nearby as well. If other elements such

as bicycle and pedestrian use are monitored, road diets can also be evaluated for other potential benefits in addition to improving overall safety as they might increase the number of people getting around by active modes of transportation. Lastly, if data determine road diets are successful in reducing collisions, additional streets should be identified and considered for road diets, especially if they can be implemented in tandem with resurfacing or other roadway work.

2 – BACKGROUND

In recent years the City of Los Angeles has implemented several road diet projects, primarily to reallocate space for bike lanes in order to expand the existing bicycle network. Some projects have been controversial due to their impact on vehicle travel times during peak traffic hours. Generally, though, such roadway reconfigurations are frequently contentious because motorists object to the idea of reducing the number of travel lanes – in particular to create bike lanes – which runs counter to popular perceptions of how street space is best used. Specifically, road diets challenge the widely held notions that streets are primarily for cars and that more lanes, all else equal, are better than fewer lanes.

An indicator of how contentious and topical road diets have become over the years in the City's lexicon can be observed in how often the term has been used in the region's principal newspaper, the Los Angeles Times (Figure 5). Although the Los Angeles Times has published on road diets since at least 1999, the ProQuest research platform indicates the term was first used in a local context on October 23rd, 2008. A column, "Road Sage," written by Steve Hyman makes a passing reference to a road diet, suggesting a lane reduction might improve safety on a wide

NUMBER OF LA TIMES ARTICLES USING TERM "ROAD DIET"

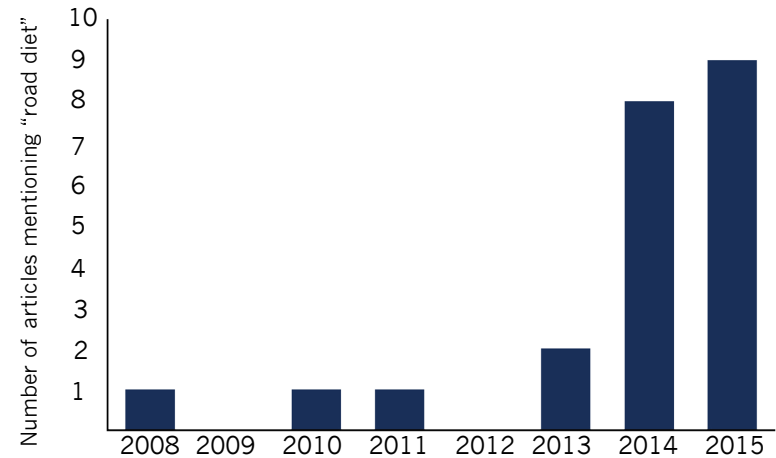


Figure 5: The number of times the term "road diet" appeared in the Los Angeles Times, according to the ProQuest research platform.

boulevard with a notorious safety record. Hyman writes:

The city is cracking down on [Colorado Boulevard] with more police patrols, surveillance cameras and a speed-sensitive light at the long exit ramp from the westbound 134 to Colorado and by unsyncing some traffic signals at night to prevent motorists from building a head of steam. All good ideas backed by [Councilmember] Huizar. The real problem here is Colorado's size, and I suggest it go on a road diet and be narrowed

2 BACKGROUND

The term next appeared in September 2010 following the installation of a widely debated lane reduction on Wilbur Avenue in the Northridge neighborhood in the San Fernando Valley portion of the City (Banks, 2010). At the time, the Los Angeles Department of Transportation had been pressured to implement bike lanes because the city council was in the process of adopting an updated citywide bike plan. Wilbur Avenue was scheduled for a resurfacing and upon studying the traffic volumes, Assistant General Manager John E. Fisher determined it would be a suitable candidate for a road diet because traffic volumes were low (J. Fisher, personal communication. 29 January, 2016). In the article, titled “Bike lanes stop drivers short; Motorists fume at gridlock after paths are added to busy street,” Sandy Banks of the LA Times wrote that the road diet turned a local speedway “into a parking lot.” Banks revisited her perspective on the matter roughly half a year later (2011), stating that her trips are actually only a few minutes longer than they were before the road diet, and that encouraging more bicycling might not be a bad idea, especially for shorter trips. Following that article, the term was not used in the LA Times again until 2013, when it was used twice in articles

about recently implemented bike lane projects. In 2014, “road diet” appeared in eight different issues in the form of articles and letters to the editor, and in 2015 the term surfaced at least nine times.

Recent road diets have been divisive, drawing enthusiastic support and opposition. The concept has gained traction in recent years as Los Angeles has moved forward with dozens of projects since 2012, but road diets are not new to the City. Although the City Department of Transportation does not catalogue all streets that have undergone lane reductions, the Department does archive hard-copy records of striping plans and street resurfacing projects from as early as the 1960s. Through a combination of consulting an informal record of bicycle-related road diet projects kept by LADOT engineer Tim Fremaux, surveying past striping plans, and speaking with current and former LADOT employees, I have documented approximately 113 miles of road diets striping plan installations within the City over the past 35 years.

In December 1980, the first documented road diets appeared on a pair of streets in the City's southernmost neighborhood of San Pedro to accommodate bicycle lanes as part of what was referred to at the time as a “Paseo Del Mar Bicycle

Route.” Paseo Del Mar, a coastal street overlooking the Pacific Ocean was reduced from two travel lanes in each direction, to one lane westbound and two lanes eastbound with the left over space used to create bike lanes for a 1.38 mile segment between Western Avenue and Roxbury Street. Pacific Avenue, a north-south street not far away was reduced from two lanes in each direction to a single lane in each direction with a shared center turn lane and bike lanes on a 0.36 mile stretch between Shepard Street and 36th Street. While these are the earliest documented road diets in Los Angeles, there is photographic evidence suggesting the first road diet may trace back to as early as the mid-1950's when the City introduced continuous two-way left turn lanes as a means of separating left turn movements from through vehicle movement on a portion of Sunset Boulevard through the Silver Lake and Echo Park neighborhoods (J. Fisher, personal communication. 29 January, 2016).

Road diets as defined in this research may not be new, but they have become a controversial topic as motivations for such lane reductions have expanded over time. John E. Fisher worked for the Department of Transportation from 1973 to 2012;

he was a longtime senior engineer whose career culminated as Assistant General Manager. During his time with the Department he designed and oversaw implementation of a number of the City's earliest documented road diets. Fisher describes the rationale of the pioneering road diets:

They were motivated by the thinking that having smoother and more predictable flow – although possibly with slightly slower speeds – along with the collision reduction that would ultimately accompany it, was a better alternative than having more through lanes that provided more theoretical but unrealized capacity. (personal communication, 29 January 2016)

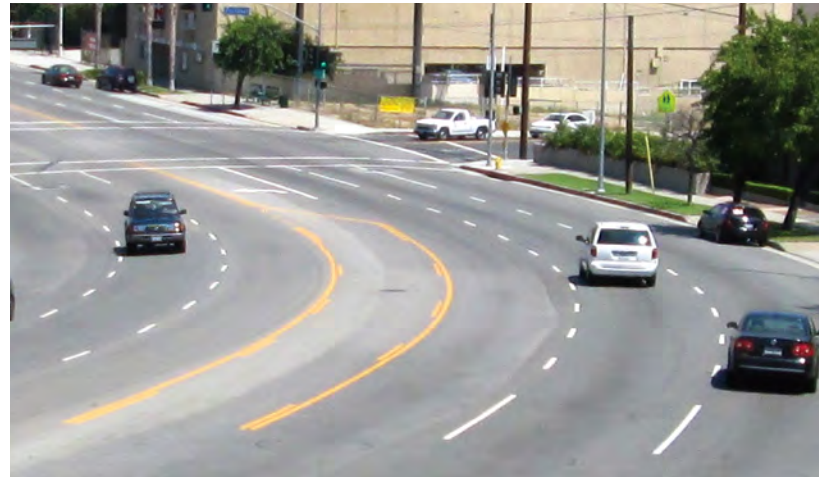
While at the Department, Fisher also helped introduce a neighborhood traffic management program that produced road diets, primarily residential streets, as an explicit measure to curb traffic volumes and speeds to improve residents' quality of life.

Road diets as implemented today are still grounded in safety, but increasingly they are implemented on busier streets with specific intent of promoting active forms of transportation through prioritizing safety of those walking and bicycling. The concept's

2 BACKGROUND

implementation is moving beyond strictly improving safety on residential streets and corridors with excess capacity. Whereas the majority of early documented road diets gained center left turn lanes, and occasionally curbside parking, since 2012 road diets have gained almost exclusively bike lanes, or bike lanes in addition to center left turn lanes. In 2013, City projects started to also take advantage of State Assembly Bill 2245, which was legislation passed in 2012 that exempts lane striping reconfigurations (including road diets) from full California Environmental Quality Act (CEQA) analyses. Incidentally, the City's first road diet implemented using AB 2245 was the same street Steve Hyman had suggested would benefit from fewer lanes in 2008. On October 4th, 2013 Colorado Boulevard was reduced from three lanes in each direction, to two lanes in each direction as part of a broader neighborhood-driven traffic calming initiative called “Take Back The Boulevard.”

Right: Before it went on a road diet, Colorado Boulevard was three lanes in each direction with a center turn lane and curbside parking. The street was reduced to two lanes in each direction by converting a lane in each direction into buffered bike lanes.



Not only are road diets being applied in a wider variety of contexts in Los Angeles, but the pace of implementation has also increased dramatically (Figure 6). Between 1980 and 2010, my research suggests roughly 48.1 miles of road diets were implemented citywide. By 2016, the City had implemented an additional 64.5 miles of road diets, with 24 miles implemented in 2013 alone. Road diet projects are appearing more frequently and on streets with higher traffic volumes, which helps explain the increasing use of the term – more people are simply being exposed to the roadway reconfigurations in more places.

Sometimes affected stakeholders are concerned that road diets may result in more collisions. Even though road diets are recognized by the FHWA as a proven safety countermeasure, this determination is based primarily on studies of road diets in cities smaller in size and population than Los Angeles. Skeptics cite a variety of reasons for why road diets in Los Angeles might not be as effective as elsewhere. Arguments include that the roadway change could result in greater confusion due to the unfamiliarity with the configuration, or by slowing traffic down, the road diet might incite road rage from newly frustrated drivers stuck in

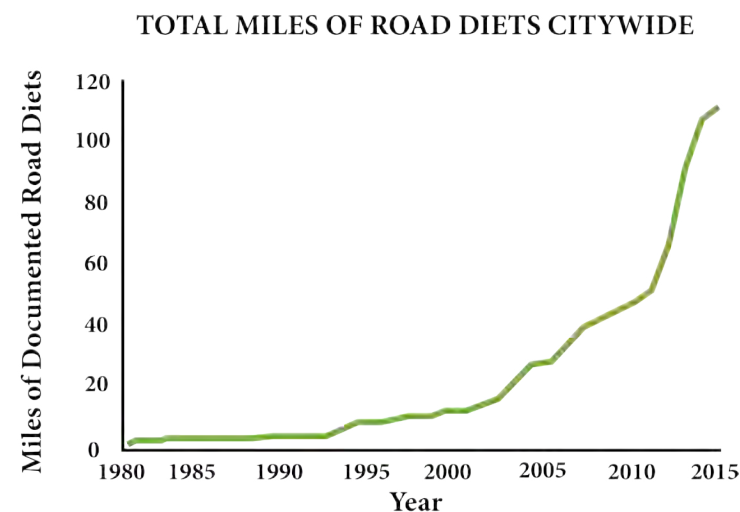


Figure 6: Miles of documented road diets citywide. Pace of road diet implementation has increased drastically over the past decade.

traffic. As with many changes by government, locals cannot fully be convinced by successes in other cities. Los Angeles is not Portland, nor is it Seattle. Given that Los Angeles has implemented so many road diets to date but not conducted comprehensive evaluations of them, it is fair for skeptics to call the treatment into question. It thus would benefit both the Department of Transportation, as well as the public, to know how effective existing road diets have been.

2 BACKGROUND

The current method of evaluating projects – sometimes only with post-implementation data – limits what characteristics can be studied and may undermine or overstate a project’s effectiveness since there is no initial baseline to compare conditions before and after implementation. For example, a road diet may be installed with the intent of reducing collisions and increasing bicycle ridership. But if no counts of bicycle traffic are conducted, and collision data show an overall increase in collisions due to a spike in bicycle crashes, the road diet may easily be viewed as a failure. Although an increase in bicycle-related collisions could result from increased bicycle ridership, there is no way of verifying this. Similarly, analyses might show a 20 percent decrease in collisions on a road diet corridor and the project could be hailed as a success. However, if there has been a 20 percent decrease in overall traffic volumes as drivers divert onto different streets in response to the road diet, the road striping’s effect on safety could be negligible or non-existent. As these examples suggest, new road diet projects will continue to be met with skepticism if the Department fails to produce more thorough, accurate, and telling project evaluations. Through researching past road diets and

analyzing recent projects, I hope in this report to add some clarity to the local road diet conversation.

3 – LITERATURE REVIEW

Objectives and Structure

Road diets – also known as “roadway reconfigurations,” “rechannelizations,” or “lane reductions” – reduce a street’s potential vehicle throughput capacity by converting travel lanes into space for other street elements such as bike lanes, medians, sidewalk extensions, additional curbside parking, and center left turn lanes. Many road diet proponents cite improvements in livability among the reasons to implement these roadway reconfigurations. They argue road diets make streets more accessible, environmentally-friendly, economically vibrant, and aesthetically appealing (Burden and Lagerwey, 1999). Although road diets in the United States have been implemented since at least the 1970’s, the livability emphasis is new (Rosales, 2007). While an increasingly important consideration, livability is not the subject of this review. Rather, the primary reason for implementing these roadway reconfigurations since the concept was first introduced has been to improve traffic safety and that is my focus.

This literature review outlines: 1) a broad history of road diet implementation in the United States, 2) the basic principles guiding road diet implementation, and 3) existing research and

evaluation methodologies on the effects road diets have on traffic safety. The motivation for early road diets helps clarify which circumstances they are believed to be most effective and what kind of roadway deficiencies they are intended to correct. The current guidelines recommended for road diet implementation set a baseline for comparing the relative successes or failures of the streets analyzed in this report. Lastly, understanding the most robust methodologies currently used in evaluating projects helps to determine the most appropriate ways to measure the effectiveness of road diets, given available data and their shortcomings.

History of Road Diet Implementation

During the 1950s and 1960s, many streets with a single lane in each direction were widened to two lanes in each direction to accommodate greater capacity (Knapp, et. al, 2014; Welch, 1999; Figure 7). Two lanes in each direction, while allowing greater vehicle throughput capacity than a single lane in each direction, resulted in growing numbers of collisions due to increased speeds and lane changes. Prior to widespread adoption of road diets, default solutions to address safety on streets with two lanes in each

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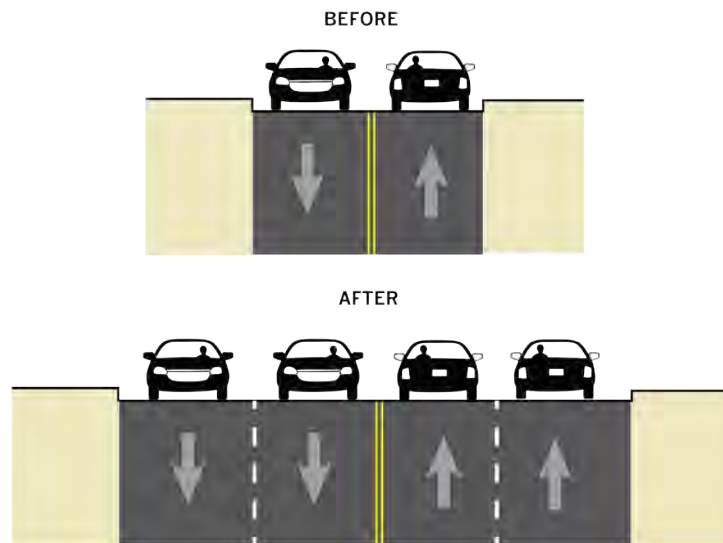


Figure 7: Widening a street from a single lane in each direction to two lanes in each direction allows for greater vehicle capacity

direction included: widening streets to include center left turn lanes, or placing a divider between opposing directions of traffic (Welch, 1999). However, further roadway widening was often unpopular among road-adjacent stakeholders for many of the reasons it is opposed today. Local residents argued widening streets would increase traffic speeds, make the streets noisier, and make it

more difficult for pedestrians to cross (Welch, 1999). Because the proposed solutions often involved measures that would widen or speed up vehicular traffic, transportation departments sometimes refrained from widening beyond two lanes in each direction, due to popular backlash, and accepted the short-comings of this design. It was to this dilemma that the conventional or “classic” road diet – which converts a street with two lanes in each direction into a single lane in each direction with a shared center left turn lane – would emerge as a solution in contrast to decades of road widening. The primary goals of the classic road diet were to address the safety concerns of streets with two lanes in each direction and improve efficiency through separating left turning movement from through traffic (Welch, 1999).

One of the first known classic road diets occurred in 1972 on 45th Street in Seattle, Washington (Burden and Lagerwey, 1999). The street had an average daily traffic count (an estimate of the average number of vehicles passing through the corridor on a daily basis, also known as “ADT”) of approximately 19,400 vehicles prior to the road diet implementation. After the road diet, the street recorded an ADT of 20,274. Despite an observed increase in

“One of the first known classic road diets occurred in 1972 on 45th Street in Seattle, Washington.”

traffic volumes, the street experienced a 48.9 percent reduction in collisions. Another pioneering road diet was introduced on 17th Street in Billings, Montana in 1979, which an unpublished report indicated was a success as the street experienced a reduction in crashes and no significant change to vehicle delay (Knapp, et. al, 2015). The experience from Billings encouraged a state engineer from Iowa, Thomas Welch, to identify streets that might benefit by being put on the now-classic road diet conversion and see safety improve without adversely affecting traffic flow and capacity (Welch, 1999). In 1980, the Iowa Department of Transportation (IDOT) approved some widening of streets with a single lane in each direction to accommodate a center turn lane after having only approved widening to two lanes in each direction. Upon doing so, IDOT conducted one of the first studies comparing corridors with the conventional road diet configurations to corridors with

two lanes in each direction, also known as a four-lane, undivided roadway. In comparing the two different conversions, Welch (1999) found that the three-lane configuration (a single lane in each direction and a center turn lane) had a vastly better safety record than the four-lane configuration while carrying comparable traffic volumes. By the 1990's, the concept of putting roads on “diets” became more popular throughout the nation as the safety gains of a three-lane configuration were becoming more apparent through a growing number of case studies (Burden and Lagerwey, 1999).

Road Diet Guidelines

Average Daily Trips (ADT)

Although the reasons for implementing road diets have changed over time, the basic premise was initially – and often still is – based on the argument that they can have minimal effects on carrying capacity and travel times while enhancing roadway safety. In most literature outlining the components of a successful conventional road diet, including guidelines put forward by the FHWA, it is often stated a three-lane roadway can carry as

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much traffic as a four-lane roadway without compromising travel times or diverting traffic if the average daily traffic counts do not exceed 20,000 (FHWA). The origin of this threshold is unclear although several road diet guides and articles cite two separate articles published in 1999 that arrived at this conclusion. In Dan Burden and Peter Lagerwey's 1999 article "Road Diets, Fixing the Big Roads," the authors cite over 20 four-to-three lane road diet conversions deemed to be effective, stating of the traffic volumes, "the upper comfort range for arterial conversions appears to be between 20-25,000 ADT. Higher numbers have been achieved. Santa Monica officials feel most comfortable capping at 20,000, although they have hit 25,000" (4). The authors go on to assert, "Researchers do not have enough knowledge to say where and how peaks are reached, but many feel comfortable with 20-23,000 ADT's. Each community must set its own upper limits" (6).

The other article, also published in 1999, is "The Conversion of Four Lane Undivided Urban Roadways to Three Lane Facilities" by Thomas Welch. In it, Welch references a 1998 Minnesota Department of Transportation study that found three-lane roadways to function with ADT's "as high as 20,000

vpd [vehicles per day]" (4). The author of the Minnesota study, Howard Preston, an engineer, is quoted by Welch as stating he would convert most four-lane undivided urban roadways with ADT's less than 20,000 vpd to three lane facilities "in a heart beat" (4). Welch later writes, "At first glance, it is difficult for most...to accept that, in urban corridors with less than 20,000 vpd, reducing the number of traffic lanes will improve traffic safety and maintain an acceptable level of service" (4).

More recent studies, one from 2006 and the other from 2011 have indicated such four-to-three lane road diets are most effective when ADT does not exceed 17,500 (Gates, et. al, 2006) but can be applied when ADT is as high as 23,000 (Stamatiadis, et. al, 2011). In its Road Diet Informational Guide, the FHWA has compiled guidelines from local entities, with Genesee County and the cities of Chicago and Seattle providing specific ADT levels as guidelines for determining suitability for four-to-three lane road diet conversions. Among the three places studied, the upper ADT limit ranges from 18,000 to 25,000. While there is a point at which conventional road diets have significant impacts on travel times, there appears to be no strict limit on ADT as a

barrier to implementation as Burden and Lagerwey suggest. Several four-to-three lane road diets have been installed on streets with ADT's higher than 20,000, including in Los Angeles, and in at least two documented cases on streets where recorded ADT exceeded 30,000 either before or after implementation (Burden

“While there is a point at which conventional road diets have significant impacts on travel times, there appears to be no strict limit on ADT as a barrier to implementation as Burden and Lagerwey suggest.”

and Lagerwey, 1999; Rosales, 2007). As of this writing, Portland, Oregon currently has plans to move forward with a four-to-three lane road diet conversion on a 2.3 mile stretch of Foster Road, a street which carries roughly 30,000 vehicles a day (Law, 2016).

Peak Hour Traffic Volumes

The ADT threshold is specific to the four-to-three lane

road diet conversion and exists in part simply because the majority of streets that have receive road diets have not exceeded 20,000 in average estimates of daily traffic. This threshold, however, is also tied to “peak hour” volumes. While wide streets may experience low traffic volumes most of the day, they are often built to accommodate peak hour demand, when use of the street is highest. This causes some to argue that peak hour volumes are perhaps more important than overall volumes when determining if a street is an appropriate candidate for a road diet, and in determining whether a road diet may cause travel delays or divert traffic.

The FHWA's Road Diet Informational Guide states peak-hour volumes along urban roadways typically represent between 8 and 12 percent of the roadway's total ADT, though this varies significantly depending on local circumstances. In the study “Converting Four-Lane Undivided Roadways to a Three-Lane Cross Section: Factors to Consider,” its authors used Level of Service (LOS) analysis assuming 10 percent of ADT occurred in the peak-hour and that directional flow is roughly equal to determine if road diets are feasible for roadways with ADT below 20,000 (Knapp, et. al, 1999). This assumption suggests the conventional

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three-lane road diet can carry up to 1,000 vehicles per hour (vph) in each direction during peak hours. Knapp and Giese concluded in a 2001 study that roadways with bi-directional peak-hour volumes less than 1,500 vehicles per hour (vph) should be considered for road diets. This figure was used by the authors to extrapolate that a road diet configuration can reasonably handle 750vph with a single lane in each direction (Knapp et. al, 2015). The same 2001 study also indicated road diets are unlikely to affect LOS if the peak-hour bi-directional volumes are less than 1,750vph (or 875vph per direction), or if the roadway already operates as a de facto road diet with so many left turn movements the intersections effectively reduce through travel to a single lane (10). While existing research offers general guidance, as with ADT guidelines there is no clear limit on maximum peak hour volumes for considering a road diet or what other factors should be considered.

Evaluation Methodologies and Findings from Existing “Before-and-After” Studies

Road diet evaluations vary. Some road diet studies are

more robust than others because they control for confounding variables. Early road diet evaluations that helped advance the concept’s popularity consisted strictly of simple before and after comparisons in collisions and traffic volumes along road diet corridors (Burden and Lagerwey, 1999).

In a 2013 white paper titled “Road Diet Conversions: A Synthesis of Safety Research,” researcher Libby Thomas conducted a comprehensive search of road diet safety evaluation studies, focusing on peer-reviewed articles and reports published between 2002 and 2013. She identified six rigorously constructed road diet safety evaluation studies, three of which had been published in peer-reviewed publications. Thomas notes the more compelling studies use of methods to control for three factors in particular: regression to the mean; changes in traffic flow; and general crash trends using a comparison group. All studies compiled by Thomas found road diets to be successful in improving safety to varying degrees, in part depending on the analysis methodology used. Three of the identified studies used overlapping data from a total of 45 treated sites plus comparison sites (Pawlovich, et. al, 2006; Huang et. al, 2002; Harkey, et. al, 2008). All but one of the studies

(Lyles et al., 2012) identified by Thomas used comparison sites to differentiate results from road diet corridors and similar but untreated corridors. The number of treatment sites used per study ranged from 8 to 450, while years of analysis covered between one and 21.

One report (Haung, et al., 2002) looked at 11 road diets and 24 comparison sites across California and Washington. They used a standard yoked comparison analysis and employed a Cochran–Mantel–Haenszel test of overall significance, but did not analyze ADT. The results indicated crash frequencies along road diet corridors were approximately six percent lower than on the similar comparison corridors. In a separate analysis of crash rates only including corridors where ADT data were available, their sample shrunk to 8 road diets and 14 comparison sites and found no statistically significant reduction in crashes.

In 2006, Pawlovich, et al. conducted a full Bayes analysis of 15 road diets in Iowa and compared them to 14 untreated corridors and found a 25.2 percent reduction in crash frequency per mile and an 18.8 percent reduction in crash rate. The authors note the contrast of their results with those of Huang, et al.’s 2002

study, and suggest the difference might be explained by differences in the data. While the two studies applied similar models, Pawlovich, et al. collected 23 years’ worth of data for their sites whereas Haung, et al. collected three years of pre- and post- and in some cases only had one year of data from before and after road diet implementation. They also suggest the differences could occur because road diets are not equally effective everywhere they are applied, stating, “Of course, it may also be the case that road diets are not as effective everywhere and that other factors may explain the different results. This possibility suggests that this type of study should be undertaken at other locations” (10).

Reanalyzing data from 2002 (Haung, et al.) and 2006 (Pawlovich, et al.), Harkey, et al. studied the safety impacts on 15 corridors in Iowa, and 30 corridors across Washington and California, that underwent the “classic” road diet treatment (2008). The sites were compared to 296 and 51 similar – but untreated – comparison sites using an empirical Bayes (or EB) before-and-after analysis. The results found a crash reduction of 47 percent for the Iowa sites and a 19 percent for the Washington and California sites. The authors speculate that the reason for the large discrepancy

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between the two data sets is due to differences in traffic volumes and site settings. The Iowa sites were more rural in nature; corridor traffic volumes did not exceed 14,000 average daily trips (ADT), and were implemented along state routes in small towns with average populations of 17,000. By contrast, the Washington and California sites were more suburban in character, with corridor ADT ranging from 6,194 to 26,376 in cities with an average population of 269,000 in comparatively urban environments. This explanation lends support to Pawlovich, et al.'s speculation that not all road diets are equally effective. In 2010, Persuad, et al. analyzed the Iowa data using a full Bayes method and found crash reduction similar to Harkey, et al.'s using empirical Bayes.

In 2013, Chen, et al. studied 460 road diet sites in New York City. They analyzed five types of collisions: all, vehicle–vehicle collisions, pedestrian–vehicle collisions, bicycle–vehicle collisions, and collision-related injuries and fatalities. Using five years of pre-treatment data and two years of post-treatment data, Chen, et al. employed a two-group, pre-test post-test design to compare road diet segments with 3,364 untreated sites. Although they did not control for changes in ADT, they did observe an estimated 67

percent reduction in crashes along selected road diet segments and a 70 percent reduction in injuries and fatalities.

Unlike the other studies that only compared road diets to similar but untreated corridors, Lyles, et al. (2012) also compared their selected road diets to citywide crash trends. Their report produced an average crash modification factor (CMF) for 24 road diets in Michigan but was unable to yield any statistically significant results when adjusting for citywide trends or when comparing to similar but untreated corridors. This may partially stem from their small sample of four road diet and untreated sites using an empirical Bayes methodology. Lyles, et al. attempted to match road diet sites with corridors featuring nearly identical characteristics, including: ADT, number of driveways, segment length, intersection density, and crash frequencies. Commenting on this technique, Thomas observes, “...if a larger reference group is used, the importance of matching of exact characteristics takes on less importance. A larger reference group is also more effective in accounting for RTM [regression to the mean]” (12).

“Proven Safety Countermeasure”

Today roadway reconfigurations are recognized by the United States Department of Transportation's (USDOT's) Federal Highway Administration as one of nine “proven safety countermeasures.” This means that road diets can be expected to reduce traffic collisions on streets where they are implemented (Furst, 2012). According to the FHWA's Proven Safety Countermeasure webpage, all proven safety countermeasure have “shown great effectiveness in improving safety.” The Proven Safety Countermeasure page has a tab specifically for road diets, which states the following:

A classic Road Diet typically involves converting an existing four-lane, undivided roadway segment to a three-lane segment consisting of two through lanes and a center, two-way left-turn lane. The resulting benefits include a crash reduction of 19 to 47 percent, reduced vehicle speed differential, improved mobility and access by all road users, and integration of the roadway into surrounding uses that results in an enhanced quality of life.

The reference to the “classic” road diets being able to reduce crashes by 19 to 47 percent comes the 2008 report by Harkey, et al. The benefit emphasized from reducing the number of through lanes in

this particular type of conversion is gaining the center turn lane to decrease turning conflicts and dangerous lane changes. A growing number of cities, such as Los Angeles, are implementing road diets that simply reduce the number of through lanes without necessarily adding a center left turn lane.

Of the research reviewed by Thomas, only the 2013 article, “Safety countermeasures and crash reduction in New York City – Experience and lessons learned” by Chen, et al. studied non-conventional road diet conversions (such as reducing a six lane roadway to four lanes). Most of the 460 road diet segments Chen, et al. studied however consisted of the “classic” four-to-three lane road diet conversion and the effectiveness of road diets were measured as a whole, an average of all the road diet segments whether the “classic” road diet or not. It remains uncertain how effective non-conventional road diets are in reducing collisions and under what circumstances they perform best, especially if they do not result in the creation of a center turn lane. Existing guidance and studies regarding the effectiveness of four-to-three lane road diet conversions may be less applicable to the non-conventional road diets implemented in Los Angeles.

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Takeaway from Literature

Road diet studies have focused on the four-to-three lane conversions and generally find the treatment to result in safer roadway conditions. As such they are formally recognized by the FHWA as a proven safety countermeasure. Much of the existing literature, however, comes from cities far smaller in size and population than Los Angeles. This is not due to a lack existing road diets within large cities. The City of Los Angeles, for example, has implemented over 100 miles of road diets (many of them the conventional four-to-three lane conversion) and non-safety related aspects of these roadway changes have been explored in some detail, including the economic impact of a road diet (McCormick, 2012) and the effects a road diet had on bicycle ridership (Road Diet Case Studies, 2015). Some basic road diet safety analyses have been conducted within Los Angeles County (Road Diet Case Studies, 2015); in Santa Monica and Pasadena for example, but no comprehensive studies have been undertaken in the County's largest city.

Transportation planners and engineers generally think an undivided four-lane roadway might be a good candidate for a

“classic” road diet if the ADT is below 20,000, but some projects exceed this threshold. Burden and Lagerwey have documented four conventional road diets where ADT exceeds 20,000 either before or after implementation, and reference additional such road diets with ADT around 25,000 and 30,000. They conclude communities should set their own upper limits for conventional road diets. Others have determined 17,500 and 23,000 ADT

“Transportation planners and engineers generally think an undivided four-lane roadway might be a good candidate for a ‘classic’ road diet if the ADT is below 20,000, but some projects exceed this threshold.”

should be the limit for four-to-three lane conversions if traffic delay is a concern. In the City of Los Angeles a growing number of conventional road diets are testing these conventional upper limits, sometimes with the recognition that an increase in delay is a worthwhile trade-off for anticipated safety gains.

In addition to overall ADT, some professionals contend peak-hour traffic volumes are a more accurate measure of whether a street is a good candidate for a road diet since streets are typically built to accommodate travel volumes during the busiest times of day. The literature in this review ranges from 750 vph to 1,000 vph as upper limits before a road diet may start to have impacts on traffic operations and result in significant delays or diversions. In Los Angeles, road diets have historically been applied to streets with low average daily and peak hour traffic volumes, but over the past few years have been implemented on streets with peak hours exceeding the range of vph recommended in this review.

Ultimately, several studies conclude that there can be exceptions to the rules of ADT and peak hour vph. Outside of these factors, road diets might be more – or less – appropriate on certain streets based on local context. Additional factors an implementing agency might consider include: amount of left turning traffic, the number of traffic signals along corridor, density of major intersections along corridor, number of driveways, bicycle volumes, and need to improve safety.

As Los Angeles continues to push the boundaries of

road diet guidelines for four-to-three lane conversions, as well as implement other forms of lane reductions to create space for walking and bicycling as part of a shift in transportation priorities, the practice of reducing vehicle capacity on roadways is being increasingly considered. Approximately 60 miles of road diets have been implemented in the past 4 years alone, sparking spirited debates about their merits. Yet despite the noise generated both in favor and against to road diets in the City, comprehensive data indicating the local success or failure these reconfigurations have had in reducing collisions are essentially non-existent. Existing studies suggest road diets are a context sensitive solution. Studies from smaller cities with more traditional development patterns may not necessarily translate to Los Angeles.

Thomas (2013) notes in her thorough road diet literature review that most robust safety evaluations will control for: regression to the mean, changes in traffic flow, and general crash trends using a comparison group. This is important because there is a natural tendency for crashes to fluctuate from year to year, and what appears to be a trend could simply be the result annual variation in crashes. Similarly, traffic volumes could be affected

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because or despite accommodating fewer lanes. Without evidence to the contrary, a decrease in crashes could potentially be a result of changes traffic volumes. By controlling for observed changes in traffic volumes in a road diet study, any improvements in safety can more clearly be attributed to a roadway reconfiguration. Lastly, sometimes there are broader, less apparent trends that could affect traffic safety in an area. Comparison groups help account for existing trends unrelated to street striping. Based on this determination my methodology accounts for all three factors and will be framed in the context of traditional road diet guidelines.

4 – METHODOLOGY

To determine if traffic safety has improved where road diets have been implemented, this research employs an observational before-and-after study with a comparison group. Specifically, I apply a one sample t-test to the road diet projects and to the comparison group with a 95 percent confidence interval. The difference is analyzed through three metrics of safety: collision rate, injury rate, and severe and fatal injury rate per million miles traveled. Each rate is calculated using the following formula in Figure 6:

$$\frac{\# \text{ collisions OR injuries OR severe \& fatal injuries} \times 1,000,000}{\text{average daily traffic estimate} \times 365 \times \text{corridor length}}$$

Figure 6: Formula for calculating rates of collisions, injuries, and severe and fatal injuries per million miles traveled. The estimated average daily traffic (ADT) is calculated from an average of all traffic counts available within each corridor in years prior and following road diet implementation. Traffic counts used to estimate ADT are found in Appendix B

With these data, before and after rates are estimated. I assume that if the road diets were not implemented, that changes in crash rate would be similar to that of the comparison corridors.

For this research, I have available collision data from 2003 through 2014, which provides at least one year of pre- and post-data for approximately 64 miles of the City’s documented road diets. However, since just one year of pre- and post- data may be an insufficient indicator of trends in collision rates, I only consider road diets for which there are at least three years of before and after collision data, as recommended by the FHWA (Knapp, et al., 2015). This reduces my sample to anything occurring between 2006 and 2011 – or about 20 miles of road diets. From this group, I eliminate individual projects less than a quarter of a mile in length. I also eliminate road diet projects that were extended shortly after an initial segment was installed and where virtually no collisions occurred before and after road diet implementation. This removes the corridors least suitable for a before and after analysis, including several minor projects. Because the road diets are eventually compared to similar but untreated streets, I also exclude projects with highly unusual “before” configurations where it would be difficult to find suitable comparison corridors with the same roadway configuration.

Taking into account availability of pre- and post-road diet

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traffic counts in the road diet treated corridors and potential comparison corridors yields the projects in Table 1. The road diets from Table 1 are matched with at least twice as many similar but untreated corridor miles in the same general geographic region. The comparison corridors I selected for the road diets are found in Tables 2 through 6.

Discussion of Method

Strengths and Weaknesses

I conducted a comprehensive before-and-after analysis of the available data. I compare streets that have undergone road diets with similar but untreated corridors, taking into account changes in ADT over time, which I then test for statistical significance. Each studied corridor have at least three years of pre- and post-collision data. The projects I look at primarily resulted from

Street	Extent 1	Extent 2	Length (mi)	Installation Date	Years of Pre- and Post-Collision Data	Pre- Road Diet ADT	Post- Road Diet ADT
York Bl	Eagle Rock Bl	Ave 54	1.3	3/16/2006	3	18,876	22,969
Colfax Ave	Riverside Dr	Burbank Bl	0.91	6/17/2006	3	11,730	12,192
Lorena St	4th St	Cesar Chavez Ave	0.46	11/1/2007	4	10,228	8,813
Main St	108th St	120th St	0.99	11/10/2007	4	12,518	9,746
Main St	92nd St	99th St	0.42	2/28/2009	5	11,814	11,923

Table 1: Overview of road diet corridors studied

resurfacing opportunities, not safety concerns, which reduces biases that might arise in looking at high collision corridors. Although these elements give the research strength compared to simple before-and-after analyses conducted in the past, it is not without shortcomings, some of which are unavoidable.

Imperfect ADT estimates

Because road diets in the City have historically been carried out simply as opportunities arise, there have been no deliberate efforts to collect data to measure potential outcomes. This research selected the road diets and comparison groups with

Street	Extent 1	Extent 2	Length (mi)	ADT During “Before” Period	ADT During “After” Period
Whittier Bl	Boyle Ave	Lorena St	1.16	20,709	21,687
Rowena Ave	Hyperion Ave	Glendale Bl	0.46	22,306	25,866
Soto St	4th St	Wabash Ave	0.96	20,494	20,982
Fletcher Dr	Weldon Ave	Larga Ave	1.08	18,249	16,330
Cesar Chavez Ave	Soto St	Bernal Ave	0.94	19,732	22,499

Table 2: York Bl Comparison Group

Street	Extent 1	Extent 2	Length (mi)	ADT During “Before” Period	ADT During “After” Period
San Fernando Mission Bl	Rufner Ave	Haskell Ave	1.23	11,838	11,129
Saticoy St	Fair Ave	Beck Ave	0.49	9,269	8,790

Table 3: Colfax Ave Comparison Group

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the most consistent traffic counts available to calculate averages for the before and after time periods, but this is an imperfect measure. Some of the streets studied for this research had more counts available than others. Sometimes more ideal comparison corridors could not be used due to insufficient traffic counts for the before and after time periods. Although little can be done to address the ADT estimates for the studied road diet corridors, the size of the

comparison groups is an attempt to eliminate undue influence of natural fluctuation in traffic volumes and potential outlier counts.

Imperfect Comparison groups

In any before-and-after study, seldom can comparison groups perfectly fit their assigned treated counterpart. While every

Street	Extent 1	Extent 2	Length (mi)	ADT During “Before” Period	ADT During “After” Period
Eastern Ave	Huntington Dr	Valley Bl	1.42	16,636	16,446
Alhambra Ave	Lowell Ave	Druid St	1.12	16,958	16,041

Table 4: Lorena St Comparison Group

Street	Extent 1	Extent 2	Length (mi)	ADT During “Before” Period	ADT During “After” Period
West Blvd	Florence Ave	58th Pl	0.93	15,384	16,101
San Pedro St	Florence Ave	Imperial Hwy	3	11,742	10,773

Table 5: Main St ('07) Comparison Group

effort was made to select the best possible comparison corridors, I was limited to streets with sufficient traffic counts. Also, because the Department of Transportation's implementation of road diets has escalated in recent years, some potential comparison corridors could not be considered because they received road diet treatment at some point during the studied time period. As with the traffic volume data, the size of the comparison group is partially remedies this issue.

on ADT. The primary shortcoming, like the imperfect comparison group and ADT estimates, is simply limited data.

Limited Sample Size

Due to data limitations, I look at five road diet projects and 12 streets in a comparison group. For the purposes of statistical analyses, these values are small. Although more streets could potentially be studied – as road diets or part of the comparison group – few had data to calculate “before” and “after” rates based

Street	Extent 1	Extent 2	Length (mi)	ADT During “Before” Period	ADT During “After” Period
48th St	Crenshaw Blvd	Halldale Ave	1.61	8,725	10,298

Table 6: Main St ('09) Comparison Group

5 – FINDINGS

The findings of the analyses display the change in rate of collisions, injuries, and severe and fatal injuries on the road diet corridors studied. The displayed values for the rates and percentage changes are rounded to one decimal point. Along side these results are the changes observed for the similar but untreated comparison

Street	Collision Rate Before Road Diet	Collision Rate After Road Diet	Raw Change	% Change
York Bl	2.2	1.3	-0.9	-40.9%
Colfax Ave	2.0	1.7	-0.3	-15%
Lorena St	3.9	1.9	-2	-51.3%
Main St ('07)	3.3	1.9	-1.4	-42.4%
Main St ('09)	4.2	3.5	-0.7	-16.6%
Total	3.1	2.1	-1	-32.4%

Table 7: Collision rates before and after road diet conversion. Rate is per million vehicle miles traveled.

group. A 95% confidence interval is calculated for each category studied for both groups using a T-test.

Crashes and Injuries

Overall, crashes decreased on all the studied corridors

Control Group	Collision Rate During "Before" Period	Collision Rate During "After" Period	Raw Change	% Change
York Bl Control	2.1	1.6	-0.5	-23.8%
Colfax Ave Control	2.6	2.7	0.1	+3.8%
Lorena Control	1.5	1.8	0.3	+20%
Main St ('07) Control	2.5	2.3	-0.2	-8%
Main St ('09) Control	4	3.3	-0.7	-17.5%
Total	2.5	2.3	-0.2	-8%

Table 8: Collision rates on similar but untreated comparison streets during same time period as the road diet group.

after the road diets were put in place, with some changes more substantial than others. As previously noted, the FHWA estimates road diets can generally be expected to reduce crashes by about 29 percent, and the literature suggests road diets have a wide range of effectiveness. After adjusting for changes in recorded traffic

Street	Injury Rate Before Road Diet	Injury Rate After Road Diet	Raw Change	% Change
York Bl	3.3	2.2	-1.1	-33.1%
Colfax Ave	3.1	2.3	-0.8	-25.2%
Lorena St	5.8	2.9	-2.9	-50.7%
Main St ('07)	6.4	3.3	-3.1	-49.1%
Main St ('09)	6.6	4.9	-1.7	-25.7
Total	5.1	3.1	-1.9	-36.7%

Table 9: Injury rates before and after road diet conversion. Rate is per million vehicle miles traveled.

volumes, crashes on the studied corridors decreased by 32.4 percent (with a 95% confidence interval range of 10.9% to 53.9%), echoing findings from prior road diet studies (Pawlovich, et al., 2006; Harkey, et al., 2008). Similarly, injuries along the studied road diet corridors decreased 36.7 percent (with a 95% confidence interval

Control Group	Injury Rate During "Before" Period	Injury Rate During "After" Period	Raw Change	% Change
York Bl Control	3.3	2.6	-0.7	-21.2%
Colfax Ave Control	4.9	4.6	-0.3	-6.1%
Lorena Control	2.4	2.9	+0.5	+20.8%
Main St ('07) Control	3.9	4.2	+0.3	+7.7%
Main St ('09) Control	7.4	5.7	-1.7	-23%
Total	2.5	2.3	-0.2	-8%

Table 10: Injury rates on similar but untreated comparison streets during same time period as the road diet group.

5 FINDINGS

range of 21.3% to 52.1 %). In light of the statistically significant reductions in crash rates, this finding comes as little surprise because most crashes in this study resulted in at least one injury – but occasionally more – and therefore the injury rate experienced

Street	Severe and Fatal Rate Before Road Diet	Severe and Fatal Rate After Road Diet	Raw Change	% Change
York Bl	0.1	0.1	0	0%
Colfax Ave	0.2	0.2	0	0%
Lorena St	0.3	0	-0.3	-100%
Main St ('07)	0.2	0.2	0	0%
Main St ('09)	0.1	0.3	0.2	+200%
Total	0.2	0.2	0	0%

Table 11: Rates of severe and fatal injuries before and after road diet conversion. Rate is per million vehicle miles traveled.

a slightly greater reduction than the crashes.

Severe and Fatal Injuries

It is less clear from these data what effect road diets have had on severe and fatal collisions. Although there was an absolute

Control Group	Severe and Fatal Rate During "Before" Period	Severe and Fatal Rate During "After" Period	Raw Change	% Change
York Bl Control	0.2	0.1	-0.1	-50%
Colfax Ave Control	0.3	0.7	+0.4	+133%
Lorena Control	0.1	0	-0.1	-100%
Main St ('07) Control	0.1	0.2	+0.1	+100%
Main St ('09) Control	0.3	0.2	-0.1	-33.3%
Total	0.2	0.2	0	0%

Table 12: Rates of severe and fatal injuries on similar but untreated comparison streets during same time period as the road diet group.

decrease in this category on the road diet corridors, it was just by one. Also, when adjusted to a rate per million miles traveled, any discernible difference disappeared. Additionally, in absolute terms the comparison group also experienced a decrease, from 48 in the

“before” period to 46 in the “after” period, a decrease of 2, but over a larger number of cases. Of the studies detailed in Thomas’ 2013 review, only Chen, et al. (2013) measured changes in categories other than overall crashes. In their study, the authors looked at “injurious

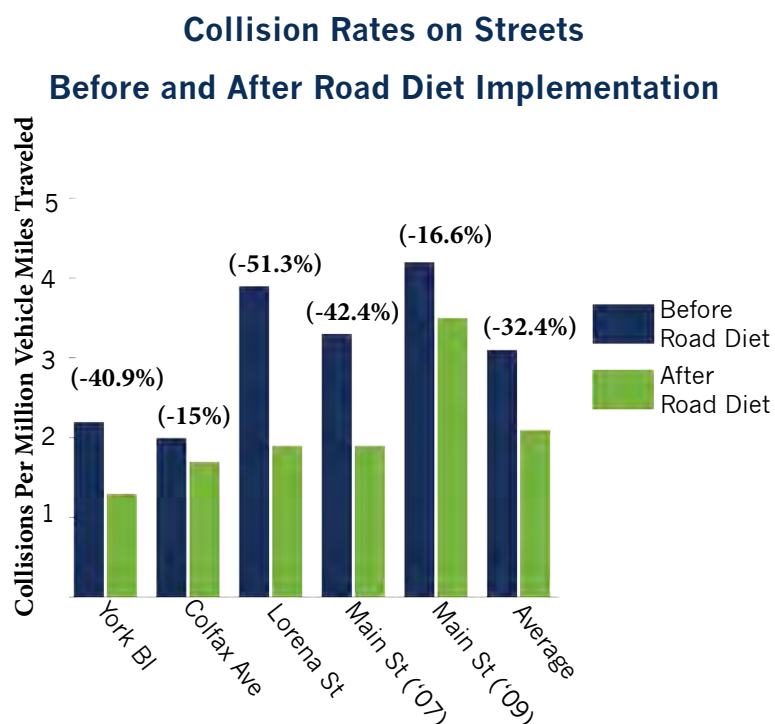


Figure 7: Collision rates on street corridors before and after road diet implementation.

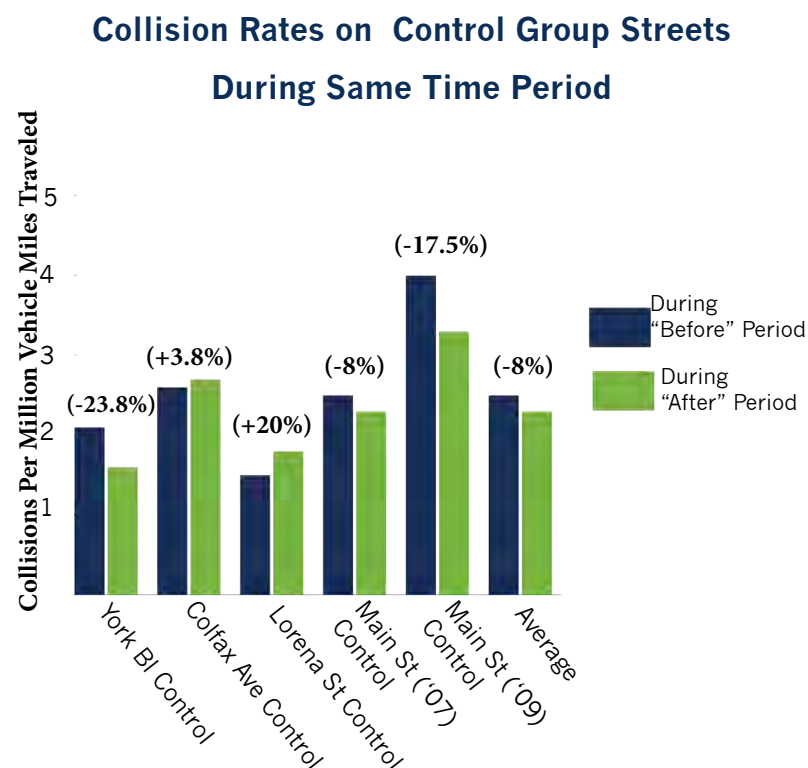


Figure 8: Collision rates for control groups during same time period.

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and fatal crashes,” for which they observed a 70 percent decrease, but they did not control for changes in traffic volumes. In reflecting upon the existing literature, Thomas herself concludes:

Impacts on more severe crashes (fatalities and injuries) and operating speed changes should be a prime consideration in

future evaluations. Since it is typically more challenging to detect effects on lower numbers of severe crashes, documenting effects on travel speed distributions would help to document safety benefits and reduction in risk of more severe injuries. Motor vehicle speed is a prime safety consideration for pedestrians.

(14)

Injury Rates on Streets

Before and After Road Diet Implementation

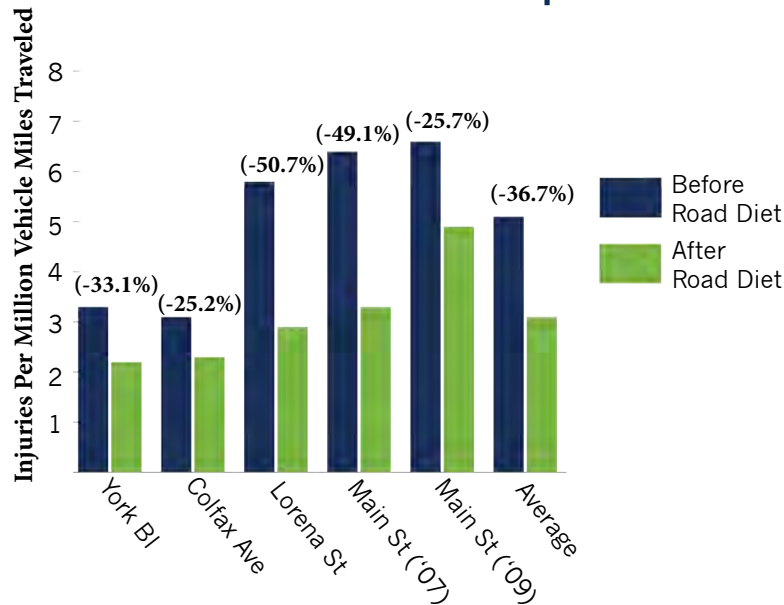


Figure 9: Injury rates on street corridors before and after road diet implementation.

Injury Rates on Control Group Streets

During Same Time Period

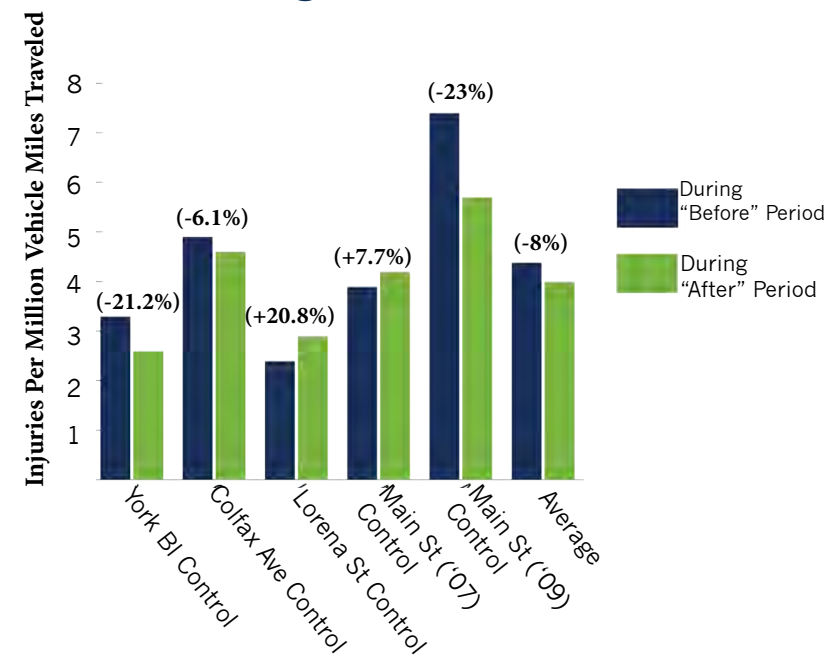


Figure 10: Injury rates for control groups during same time period.

Because serious injuries and deaths are rare, the comparatively few severe and fatal collisions that occur make it difficult to draw conclusions, especially from the small samples in this report. Additional research should be pursued to determine any effect on

Severe and Fatal Injury Rates on Streets Before and After Road Diet Implementation

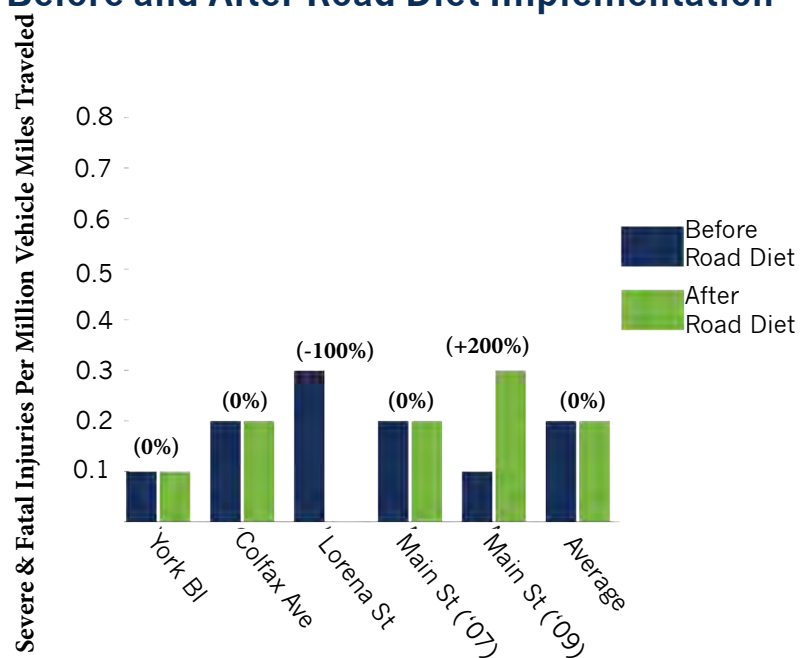


Figure 11: Severe and fatal injury rates on street corridors before and after road diet implementation.

severe and fatal collisions by examining larger samples or focusing analyses on corridors where road diets are installed to address severe and fatal injuries specifically.

Severe and Fatal Injury Rates on Control Group Streets During Same Time Period

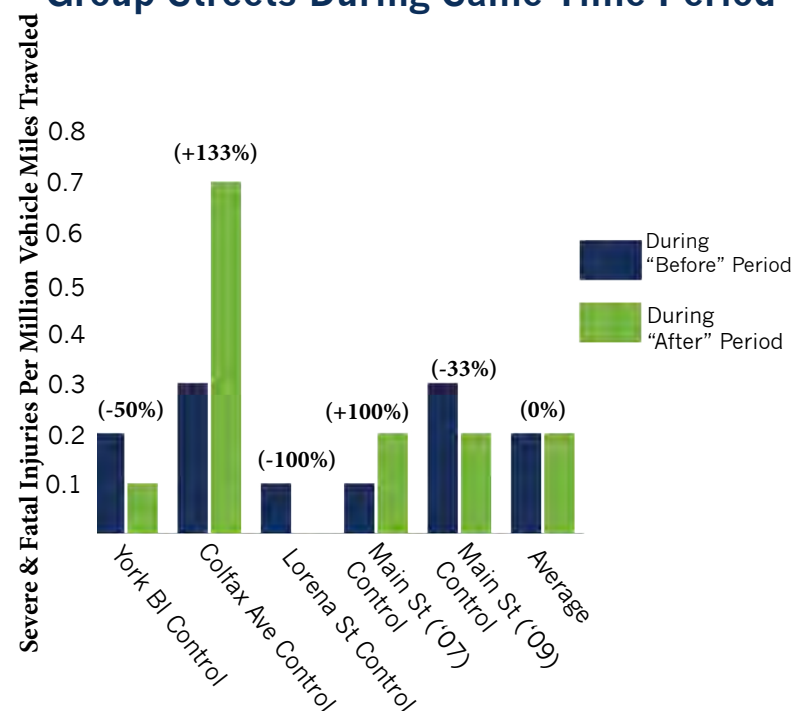


Figure 12: Severe and fatal injury rates for control groups during same time period.

5 FINDINGS

Takeaways

The results of these analyses closely mirror the results of existing studies, as well as the summary estimates by the FHWA, suggesting that road diets have measurably improved safety in the

City of Los Angeles. The results also suggest, in aggregate, that local road diets may not decrease the rate of severe and fatal injuries. Local road diets do not appear to increase the occurrence of severe and fatal injuries either, despite case studies from other cities indicating they increase the number of pedestrians and bicyclists (vulnerable

Change in Collision Rates

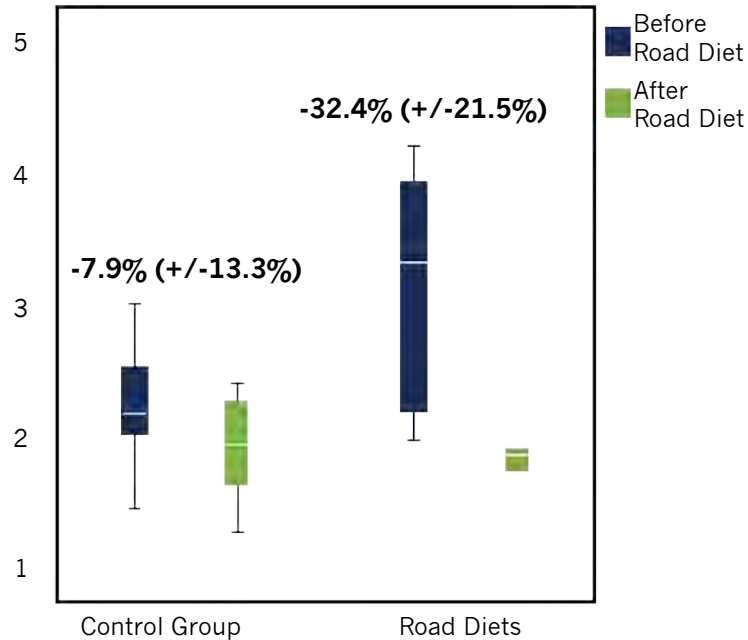


Figure 13: Box plots displaying change in collision rates for road diet corridors and control group

Change in Injury Rates

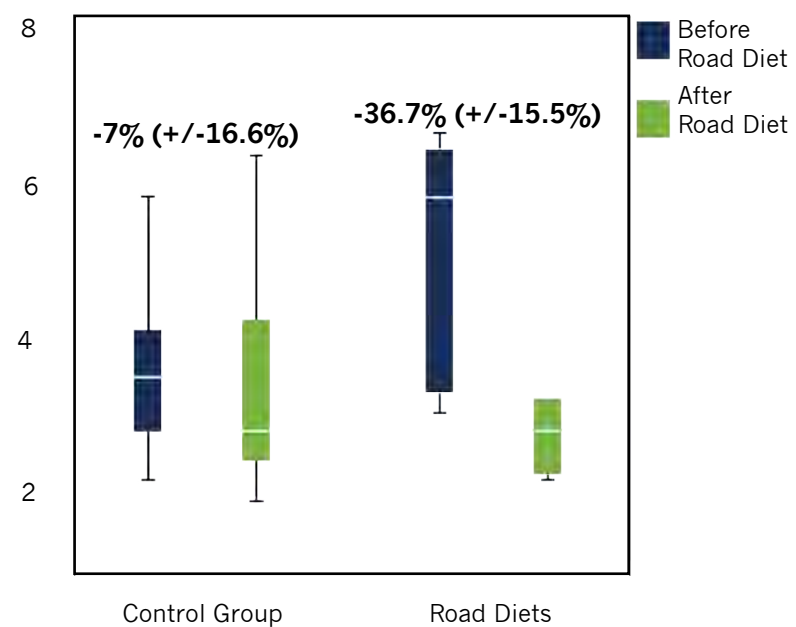


Figure 14: Box plots displaying change in injury rates for road diet corridors and control group

road users) out on the street (Road Diet Case Studies, 2015). Road diets may not be a “silver bullet” when it comes to improving traffic safety, but in the right situations they would appear to come close. When looked at holistically, they have the potential to provide an

array of benefits, such as increasing levels of walking and bicycling, decreasing speed differentiations, improved perception of safety, and creating opportunities for planted medians, in addition to being among the more cost-effective means of reducing collisions. Oftentimes when there is a desire to improve safety there is a reflexive response among elected officials and the general public to install a stop sign or traffic signal, the latter of which costs five times as much as a mile of road diet and only focuses improvements to a single intersection. Increasingly cities like Los Angeles seek to

“Road diets may not be a ‘silver bullet’ when it comes to improving traffic safety, but in the right situations they would appear to come close.”

address multiple transportation issues at once with changes to road geometries. City officials may not want only to reduce crashes, but also to promote walking and bicycling, enhance businesses along a corridor, reserve space for landscaping, and/or reduce speeding as well. In this regard, existing research suggests road diets might be more appropriate to complement these multiple goals than most other safety countermeasures.

Change in Severe and Fatal Injury Rates

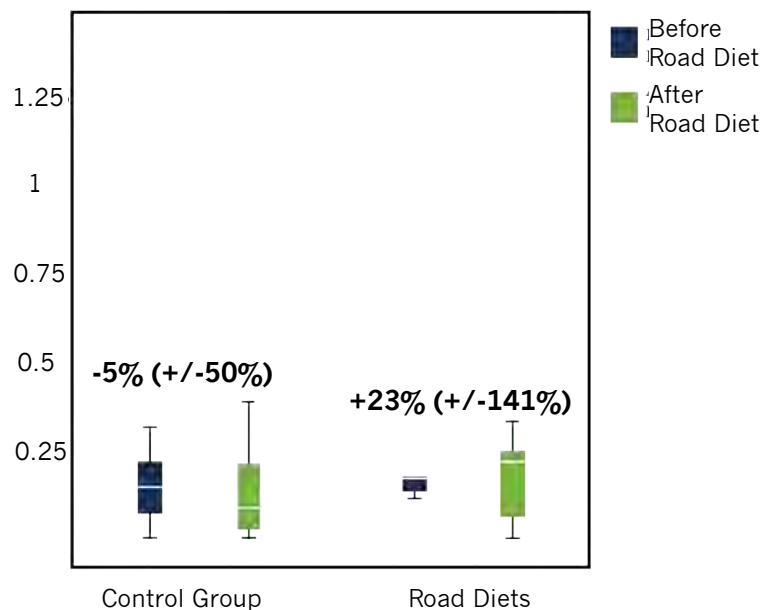


Figure 15: Box plots displaying change in severe and fatal injury rates for road diet corridors and control group

6 – RECOMMENDATIONS

In a national context, there is little dispute that road diets improve safety and this report lends support to the FHWA's estimates that road diet treatments can reduce crashes upwards of 20 to 30 percent. While this report validates the findings of research elsewhere using data for Los Angeles, it does not address all concerns about road diets, nor does it explore their other potential benefits in any detail. With these caveats in mind, I offer the following recommendations in light of the findings presented here:

1) Study traffic and collisions on streets parallel to road diet corridors to better understand extent and effects of traffic diversion.

National best-practice suggests it is necessary to study similar but untreated corridors to extrapolate any effect of road diets (Thomas, 2013) and this report does just that. However, such adjacent control corridors may not be fully independent of the treatment if traffic is diverted by the road diets onto the control corridors. In cases where it is accepted as fact that a proposed road diet will improve safety, some stakeholders (often nearby residents or motorists) object to them on the grounds that any

safety or quality-of-life gains of a road diet might be off-set by rising collisions and traffic on parallel streets (Lopez, 2015). The possibility of traffic diverting in response to road diets is likely increased in an age with smartphone. Sometimes GPS applications (like Waze) direct people onto other routes, including lightly-traversed residential streets as a means of bypassing traffic on primary thoroughfares (Meredith, 2015). It would thus benefit debates over the merits of road diets to know the extent to which diversions occur by monitoring traffic volumes and collisions on nearby streets following the implementation of road diets.

A road diet project may warrant additional traffic calming features on nearby parallel streets to address local concerns and discourage traffic from diverting onto otherwise low-traffic, residential streets. Such traffic calming features can be built into the cost of the road diet as part of a mitigation measure before project implementation. Alternatively, traffic calming on parallel streets can be instituted after the road diet is implemented, if they are deemed necessary. Ultimately, it will be important to study nearby streets either way to better understand which conditions cause major traffic diversion, and where it diverts – if at all – after a road diet is installed.

2) Collect data to study variables other than traffic collisions.

Road diets are most often justified based on the grounds that they improve safety (Burden and Lagerwey, 1999; Knapp, et. al, 2014; J. Fisher, personal communication. 29 January 2016). Increasingly, however, it may not be sufficient for road diets to simply reduce collisions. Various city or community goals, especially those related to sustainability and economic development, may ask transportation projects be implemented to accomplish additional tasks such as promote bicycling, help attract local businesses, and improve local air quality. Research on road diets suggests that reducing the number of travel lanes can produce such “livability” benefits (Rosales, 2007; Knapp, et al., 2014). However, these potential benefits need to be studied in greater detail to determine how well road diets can advance multiple city initiatives and policy goals. Studying such factors can point to less tangible effects of road diets, such as the subjective safety and comfort they might afford (Road Diet Case Studies, 2015).

3) Combine road diets with other streetscape enhancements along corridor for greater effect.

This examination of road diet safety outcomes echoes findings from previous studies demonstrating that road diets are an effective way to reduce collisions. Road diets do not, however, address all neighborhood and safety concerns (Lopez, 2015; Zahniser and Nelson, 2015). To address these other concerns, it might be advisable to complement a road diet with other streetscape enhancements – such as landscaped medians, curb extensions, additional traffic signals – in the long-term to generate successful project delivery that addresses safety, community concerns, and local desired improvements.

4) Produce reports evaluating whether road diet project goals were met and make adjustments as needed.

Road diets are often most easily implemented through converting existing travel lanes into turning and bike lanes (Appendix A), but this latter reconfiguration can obscure the

6 RECOMMENDATIONS

public perception about what the road diet's goals are and whether the project should be considered a success. It is not uncommon for affected constituents to state that certain road diets have failed because the bike lanes created in the process are “underutilized.” The goal of the road diet may not necessarily have been to increase bicycle ridership ([Appendix A](#)) but rather to create a center turn lane, reduce speeding, and decrease certain types of road conflicts ([Road Diet Case Studies, 2015](#); [Knapp, et. al, 2014](#); [Burden and Lagerwey, 1999](#); [J. Fisher, personal communication. 29 January 2016](#)).

When implementing a road diet, it must be clear what the goals are to users of the corridor and toward that end the implementing agency (most likely the Department of Transportation) should produce and circulate follow-up reports on how effective the project was in achieving its goals ([Road Diet Case Studies, 2015](#)). If the primary goal was to reduce collisions, the project should be measured primarily on those terms. However, because a project may change the rate of driving, walking, and bicycling ([Burden and Lagerwey, 1999](#); [Road Diet Case Studies, 2015](#)) it will be critical to collect traffic volume data.

In some cases, the goal may indeed be to increase the amount of bicycling, or to reduce the number of people bicycling on the sidewalk. In such cases, data should be collected before road diet implementation to set the baseline conditions, and then evaluated based on how much it affected bicycle ridership. If a road diet does not achieve the desired change, it may need to be modified ([Lopez, 2015](#)). As noted in the previous recommendation, perhaps a road diet should be coupled with curb extensions to reduce collisions, or maybe the bike lane needs to be further enhanced by making it wider and painting it green to promote greater use.

Although the projects studied in this report all experienced varying degrees crash and injury reductions, it is unrealistic to assume all road diets will be resounding successes and not encounter any issues along the way ([Meredith, 2015](#); [Lopez 2015](#)). The City should be willing to make adjustments as needed (perhaps an intersection might need a dedicated left turn signal phase or certain turning restrictions) without compromising the integrity and intent of road diet projects.

5) Consider road diets when resurfacing streets if there is a desire to improve safety along those corridors.

Of the roughly 113 miles of road diets documented as part of this research, at least 22 percent of them (about 25 miles) were installed as part of routine street resurfacing. The cost of a road diet is vastly reduced if implemented in conjunction with planned street resurfacing (Road Diet Case Studies, 2015; Knapp, et. al, 2014). Those 25 miles of road diets incurred negligible costs to the City as the streets were being partially or fully resurfaced anyway.

It is worthwhile to consider that of the five projects analyzed for this report, all but one (Lorena Street) were initiated by street resurfacing. These corridors experienced on average a 32.4 percent reduction in crashes, a 36.7 percent reduction in injuries, and required no road diet specific funding. The exact price tag of these projects is uncertain since they resulted mostly from street resurfacing. Using the estimated road diet cost of \$50,000 per mile, the total for the 4.08 miles of road diets would be approximately \$204,000. This is \$46,000 less than estimated \$250,000 to signalize

a single intersection. In a time when transportation finance can be uncertain and projects compete for limited financial resources, the City should take advantage of street resurfacing opportunities to implement additional road diets as a means of addressing traffic safety.





Eagle Rock Boulevard between York Boulevard and Westdale Avenue in Northeast Los Angeles was reduced from three lanes to two lanes in the northbound direction to make room for a bike lane and a wider median in 1998.

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APPENDIX A: DOCUMENTED ROAD DIETS CITYWIDE

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Paseo Del Mar	Western Avenue	Roxbury Street	1.38	12/10/1980	2 lanes in each direction with curbside parking	1 lane westbound, 2 lanes eastbound, with bike lanes curbside parking	-
Pacific Avenue	Shepard Street	36th Street	0.3	12/10/1980	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Colfax Avenue	Moorpark Street	Chiquita Street	0.39	4/8/1981	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Crystal Springs Drive	Los Feliz Boulevard	Griffith Park Drive	1.45	10/8/1981	3 lanes in each direction	2 lanes in each direction with bike lanes	-
Eldridge Avenue	Polk Street	Sayre Street	0.53	1/4/1983	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Hope Street	18th Street	Washington Boulevard	0.09	11/4/1987	2 lanes in each direction with curbside parking	1 lane in each direction with angled parking on east side of street	-
San Pedro Street	3rd Street	5th Street	0.21	9/15/1988	3 lanes in each direction	2 lanes in each direction with curbside parking and center turn lane	Yes
Wilton Place	1st Street	2nd Street	0.14	9/14/1989	2 lanes in each direction	1 lane in each direction with center turn lane	-
Aviation Boulevard	93rd Street	Century Boulevard	0.42	11/1/1989	3 lanes in each direction	2 lanes in each direction with center turn lane	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Le Conte Avenue	Hillgard Avenue	Levering Avenue	0.4	4/29/1992	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Pershing Drive	Westchester Pkwy	Imperial Highway	1.6	1/26/1993	3 lanes in each direction	2 lanes in each direction with bike lanes	-
Wilton Place	3rd Street	2nd Street	0.13	7/1/1993	2 lanes in each direction	1 lane in each direction with center turn lane	-
Wilton Place	1st Street	Beverly Boulevard	0.2	7/1/1993	1 lane southbound, 2 lanes northbound	1 lane in each direction with center turn lane	-
Aviation Boulevard	Century Boulevard	Imperial Highway	1.98	7/21/1994	3 lanes in each direction	2 lanes in each direction with center turn lane	Yes
San Pedro Street	18th Street	Washington Boulevard	0.05	11/10/1994	3 lanes in each direction	2 lanes in each direction with center turn lane	Yes
103rd Street	Success Avenue	Compton Avenue	0.15	1/19/1996	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Via Marisol	Avenue 57	Monterey Road	0.4	6/7/1996	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
30th Street	McClintock Avenue	Royal Street	0.2	7/18/1996	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
McClintock Avenue	Jefferson Boulevard	30th Street	0.18	7/18/1996	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Rose Avenue	Lincoln Boulevard	7th Avenue	0.1	10/9/1996	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
6th Street	San Vicente Boulevard	Fairfax Avenue	0.66	5/22/1997	1 lane in each direction with curbside parking. 2 lanes in each direction during peak hours	1 lane in each direction with fulltime curbside parking	Yes
Ohio Avenue	Santa Monica Boulevard	Centinela Avenue	0.3	7/16/1997	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Boyle Avenue	540' North of Hollenbeck Drive	4th Street	0.25	11/17/1997	2 lanes in each direction	1 lane in each direction with center turn lane and curbside parking	-
Eagle Rock Boulevard	Avenue 34	Avenue 36	0.24	3/19/1998	3 lanes in each direction with center turn lane/median and curbside parking	2 lanes in each direction with center turn lane/median, bike lanes and curbside parking	-
Eagle Rock Boulevard	York Boulevard	Westdale Avenue	0.41	3/19/1998	3 lanes in each direction with center turn lane and curbside parking	2 lanes northbound, 3 lanes southbound, with center turn lane, bike lanes and curbside parking	-
Hauser Boulevard	6th Street	3rd Street	0.37	4/21/1998	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Pasadena Ave	Avenue 26	Avenue 35	0.5	5/6/1999	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Silver Lake Boulevard	Berkeley Avenue	Duane Street	0.54	6/24/1999	1 lane in each direction with center turn lane and curbside parking	1 lane in each direction with bike lanes and curbside parking	-
Silver Lake Boulevard	Sunset Boulevard	Berkeley Avenue	0.26	6/24/1999	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes, and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
9th Street	Western Avenue	Dodson Avenue	0.25	9/11/2000	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Westwood Boulevard	National Boulevard	Malcom Avenue	0.1	10/24/2000	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
111th Street	Aviation Boulevard	La Cienega Avenue	0.5	5/3/2001	2 lanes in each direction with no curbside parking	1 lane in each direction with center turn lane	Yes
Palms Boulevard	Sawtelle Boulevard	McLaughlin Avenue	0.31	5/16/2001	2 lanes in each direction with curbside parking	1 lane westbound, 2 lanes eastbound, with center turn lane and curbside parking	-
Wabash Avenue	Soto Street	Alma Avenue	0.7	11/6/2001	2 lanes eastbound, 1 lane westbound, with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Miraleste Drive	Suana Drive	1st Street / County Border	0.35	4/4/2002	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
9th Street	Western Avenue	Suana Drive	0.17	4/4/2002	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Cole Avenue	Cahuenga Boulevard	Melrose Avenue	0.84	7/15/2002	2 lanes in each direction with curbside parking	1 lane in each direction curbside parking on west side and angled parking on east side	-
Fair Park Avenue	Eagle Rock Boulevard	Maywood Avenue	0.2	9/12/2002	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Boyle Avenue	4th Street	1st Street	0.26	11/5/2002	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Commonwealth Avenue	Beverly Boulevard	Wilshire Boulevard	0.78	1/7/2003	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Monterey Road	City limit with South Pasadena	Huntington Drive	2	1/8/2003	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Avenue 64	York Boulevard	Meridian Street	0.4	1/23/2003	2 lanes in each direction	1 lane in each direction with curbside parking	-
York Boulevard	Glendale City Limit	Verdugo Road	0.41	2/26/2003	1 lane in each direction with center turn lane and curbside parking	1 lane in each direction with wide curbside parking lane	-
Motor Avenue	Pico Boulevard	Monte Mar Drive	0.51	9/25/2003	2 lanes in each direction with curbside parking. Made 2 lanes northbound, 1 lanes southbound, with center turn lane and curbside parking on 7/14/1998.	1 lane in each direction with center turn lane, bike lanes, and curbside parking	-
Coliseum Street	Sycamore Avenue	La Brea Avenue	0.05	10/2/2003	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Motor Avenue	National Boulevard	Manning Avenue	0.31	10/2/2003	2 lanes in each direction with curbside parking. Later 1 lane northbound, 2 lanes southbound, with center turn lane and curbside parking on 3/17/1999.	1 lane in each direction with center turn lane, bike lanes and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Pacific Avenue	36th Street	22nd Street	0.86	10/22/2003	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lane and curbside parking	-
Oxnard Street	De Soto Avenue	Winnetka Avenue	1.17	11/12/2003	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Avenue 66	York Boulevard	Meridian Street	0.5	1/12/2004	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, and curbside parking	-
Vista Street	Romaine Street	Wiloughby Avenue	0.1	1/17/2004	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
2nd Avenue	Slauson Avenue	54th Street	0.26	3/17/2004	1 lane in each direction with center turn lane and curbside parking	1 lane in each direction, angled parking on east side of street, curbside parking on west side of street	-
Fries Avenue	A Street	Anaheim Street	0.69	4/2/2004	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Tujunga Avenue	Dilling Street	Aqua Vista Street	0.11	4/28/2004	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Broad Avenue	Anaheim Street	Avalon Boulevard	0.73	6/22/2004	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Argyle Avenue	Dix Street	Holly Mont Drive	0.18	7/29/2004	1 lane in each direction with center turn lane and curbside parking	1 lane in each direction with angled parking on east side of street and curbside parking on west side of street	-
Hoover Street	109th Street	97th Street	0.71	10/29/2004	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Exposition Boulevard	Crenshaw Boulevard	Gramercy Place	1.24	12/21/2004	2 lanes in each direction	1 lane in each direction with center turn lane	-
Hope Street	Venice Boulevard	Pico Boulevard	0.22	2/10/2005	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane. Curbside parking on west side of street and angled parking on east side of street	-
Scott Avenue	Stadium Way	Elysian Park Drive	0.15	2/25/2005	2 lanes in each direction	1 lane in each direction with center turn lane	Yes
Buckingham Place / West Boulevard	Adams Boulevard	268' south of 23rd Street	0.18	7/19/2005	2 lanes in each direction	1 lane in each direction with center turn lane	Yes
2nd Street	Spring Street	Alameda Street	0.51	11/21/2005	1 lane in each direction with 2nd lane during peak hours	1 lane in each direction with curbside parking along some portions and center turn lane	-
Rose Avenue	Lincoln Boulevard	Walgrove Avenue	0.86	1/12/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
York Boulevard	Eagle Rock Boulevard	Avenue 55	1.3	3/16/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Union Avenue	Pico Boulevard	11th Street	0.21	6/1/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Union Avenue	Olympic Boulevard	9th Street	0.1	6/1/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Union Avenue	11th Street	Olympic Boulevard	0.09	6/1/2006	1 lane in each direction with 2 lanes during peak hours	1 lane in each direction with full-time curbside parking	-
Colfax Avenue	Riverside Drive	Burbank Boulevard	0.91	6/16/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Haskell Avenue	Roscoe Boulevard	South of Roscoe Boulevard	0.26	7/5/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Westchester Parkway	Pershing Drive	Georgetown Avenue	1.46	7/19/2006	3 lanes in each direction with median	2 lanes in each direction with median and bike lanes	Yes
Jefferson Boulevard	Main Street	Avalon Boulevard	0.46	7/21/2006	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Montana Street	Echo Park Avenue	Glendale Boulevard	0.21	2/8/2007	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Jefferson Boulevard	Grand Avenue	Main Street	0.21	3/7/2007	2 lanes in each direction with curbside parking	1 lane westbound, 2 lanes eastbound, with center turn lane and curbside parking	-
Montana Avenue	Bundy Drive	San Vicente Boulevard	0.19	3/16/2007	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Montana Avenue	San Vicente Boulevard	Barrington Avenue	0.17	3/16/2007	2 lanes in each direction with curbside parking	2 lanes southbound, 1 lane northbound with center turn lane and curbside parking	-
Montana Avenue	Barrington Avenue	Bringham Avenue	0.18	3/16/2007	2 lanes southbound, 1 lane northbound, with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Eldridge Avenue	Aztec Street	(El Cariso Golf Course Entrance)	0.26	8/28/2007	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, curbside parking on south side and angled parking on north side	-
Lorena Street	4th Street	Cesar E. Chavez Avenue	0.46	11/1/2007	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
La Tuna Canyon Road	Sunland Boulevard	3,248' E/O Elben Avenue	2.46	12/4/2007	2 lanes in each direction	1 lane in each direction with center turn lane and bike lanes	Yes
Main Street	108th Street	120th Street	0.99	12/10/2007	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Tujunga Avenue	Strathern Street	Saticoy Street	0.48	2/26/2008	2 lanes in each direction with center turn lane and curbside parking	2 lanes northbound, 1 lane southbound, with center turn lane and curbside parking	Yes
Santa Rosalia Drive	Hillcrest Drive	Marlton Avenue	0.21	3/6/2008	2 lanes southbound, 1 lane northbound with curbside parking	1 lane in each direction with center turn lane and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Santa Rosalia Drive	Coliseum Street	Hillcrest Drive	0.44	3/6/2008	2 lanes southbound, 1 lane northbound, with center turn lane and curbside parking	1 lane in each direction with angled parking on west side and curbside parking on east side	-
Tujunga Avenue	Sherman Way	Saticoy Street	0.48	5/1/2008	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
108th Street	Vermont Avenue	Hoover Street	0.24	7/9/2008	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	-
Anaheim Street	Farragut Avenue	Henry Ford Avenue	0.76	11/17/2008	3 lanes eastbound, 2 lanes westbound, with center turn lane between Sigsbee Avenue and Farragut Avenue	2 lanes in each direction with center turn lane (extended west to Henry Ford Avenue) and bike lanes	-
Myra Avenue	Fountain Avenue	Santa Monica Boulevard	0.39	2/9/2009	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Main Street	92nd Street	99th Street	0.42	2/28/2009	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Via Marisol	Monterey Road	Via Mia	0.25	3/29/2009	2 lanes in each direction with center turn lane	1 lane in each direction center turn lane	Yes
Jefferson Boulevard	Central Avenue	Avalon Boulevard	0.54	9/17/2009	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
James M. Woods Boulevard	Hoover Street	Golden Avenue	1.1	12/3/2009	2 lanes eastbound, 1 lane westbound, with center turn lane and curbside parking on north side	1 lane in each direction with center turn lane and curbside parking	Yes

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Hoover Street	120th Street	109th Street	0.9	3/16/2010	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
San Pedro Street	115th Street	120th Street	0.42	5/26/2010	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Louise Avenue	Lassen Street	Devonshire Street	0.48	7/28/2010	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Wilbur Avenue	Nordhoff Street	Mayall Avenue	1.24	8/26/2010	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Main Street	99th Street	108th Street	0.55	5/19/2011	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Via Dolce	Marquesas Way	Washington Boulevard	0.42	7/22/2011	2 lanes in each direction with center turn lane and curbside parking	1 lane southbound, 2 lanes northbound, with center turn lane, bike lanes and curbside parking	Yes
7th Street	Catalina Street	Figueroa Street	2.2	8/30/2011	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Spring Street	Cesar E. Chavez Avenue	9th Street	1.4	11/20/2011	3 full-time southbound lanes, 1 peak-hour southbound bus lane, 1 peak-hour southbound lane	3 full-time southbound lanes north of 2nd St., 2 full-time southbound lanes south of 2nd St., 1 peak-hour southbound lane south of 2nd St. Bike lanes throughout.	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Main Street	Marine Street	Winward Circle	0.64	1/29/2012	2 lanes each direction with curbside parking	1 lane each direction with center turn lane, bike lanes, and curbside parking	-
Liemert Boulevard	Vernon Avenue	Sutro Avenue	0.65	2/9/2012	3 lanes in each direction, landscaped median, curbside parking	2 lanes in each direction, landscaped median, angled parking	-
Main Street	16th Street	9th Street	0.68	2/12/2012	2 lanes in each direction with center turn lane and curbside parking	1 lane southbound, 2 lanes northbound, with center turn lane, bike lanes and curbside parking	-
Los Angeles Street	Alameda Street	1st Street	0.43	6/10/2012	3 full-time lanes each direction with center turn lane	2 lanes each direction with center turn lane and bike lanes	-
Winnetka Avenue	Devonshire Street	Nordhoff Street	1.74	6/10/2012	2 full-time lanes each direction, 1 peak-hour lane each direction with center turn lane	2 lanes each direction with center turn lane and bike lanes	-
1st Street	Grand Avenue	San Pedro Street	0.55	6/20/2012	2 full-time lanes each direction with center turn lane, 1 peak-hour lane each direction	2 lanes each direction with center turn lane and bike lanes	-
Main Street	9th Street	Cesar E. Chavez Avenue	1.5	6/25/2012	3 full-time northbound lanes, 1 full-time northbound bus lane from 9th St. to 6th St.; 3 full-time northbound lanes, 1 peak-hour northbound bus lane from 6th St. to 1st St.	3 northbound lanes from 9th St. to 5th St.; 2 full-time northbound lanes, 1 northbound peak-hour lane from 5th St. to 2nd St.; 3 northbound lanes from 2nd St. to 1st St. Bike lanes throughout	-

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Hoover Street	90th Street	88th Street	0.19	8/8/2012	2 lanes northbound, 1 lane southbound, with curbside parking	1 lane in each direction with curbside parking	-
Adams Boulevard	Main Street	Central Avenue	1.39	8/14/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
Gaffey Street	19th Street	23rd Street	0.23	9/20/2012	2 lanes in each direction with curbside parking	1 lane in each direction with curbside parking and center turn lane	Yes
Grand Avenue (S/B only)	Washington Boulevard	Wilshire Boulevard	1.3	9/23/2012	4 southbound lanes with curbside parking	3 southbound lanes with bike lanes and curbside parking	-
Olive Street	7th Street	Washington Boulevard	1.2	9/23/2012	4 northbound lanes with curbside parking	3 northbound lanes with bike lanes and curbside parking	-
York Boulevard	Avenue 55	Figueria Street	0.85	10/2/2012	2 lanes in each direction with center turn lane and curbside parking	1 lane westbound, 2 lanes eastbound with center turn lane, bike lanes and curbside parking	-
Motor Avenue	Venice Boulevard	National Boulevard	0.7	10/26/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Santa Monica Boulevard	Virgil Avenue	Gateway Avenue	0.3	11/11/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
8th Street	Boyle Avenue	Olympics Boulevard	1.41	11/11/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Opp Street	Fries Avenue	Banning Boulevard	0.38	12/12/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Wilmington Boulevard	C Street	Anaheim Street	0.48	12/20/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Neptune Avenue	C Street	Anaheim Street	0.48	12/21/2012	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
5th Street	Mesa Street	Harbor Boulevard	0.33	1/25/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with angled parking on both sides	-
Alla Road	Maxella Avenue	Marina Expwy. (SR-90)	0.6	2/23/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane northbound, 2 lanes southbound, with center turn lane, bike lanes and curbside parking	-
Rowena Avenue	Hyperion Avenue	Glendale Boulevard	0.45	3/11/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Scott Avenue	Elysian Park Drive	McDuff Street	0.09	3/14/2013	1 lane in each direction with 2 lanes during peak hours	1 lane in each direction with bike lanes and full-time curbside parking	-
Cypress Avenue	Arroyo Seco Avenue	Idell Street	0.25	3/24/2013	3 lanes westbound, 1 lane eastbound with center turn lane and curbside parking	2 lanes westbound, 1 lane eastbound with center turn lane, bike lanes and curbside parking	-
Griffin Avenue	Altura Street	Mission Road	0.86	3/31/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Zonal Avenue	Mission Road	State Street	0.18	3/31/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
San Pedro Street	Vernon Avenue	Jefferson Boulevard	0.83	3/31/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Cylbourn Avenue	San Fernando Road	Sherman Way	0.98	4/3/2013	2 lanes in each direction with center turn lane and curbside parking	2 lanes southbound, 1 lane northbound, with center turn lane, bike lanes and curbside parking	-
54th Street	7th Avenue	Arlington Avenue	0.38	4/14/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
1st Street	Grand Avenue	Beaudry Avenue	0.34	4/14/2013	2 full-time lanes each direction with center turn lane, 1 peak-hour lane each direction	2 lanes each direction with center turn lane and bike lanes	-
Capitol Drive	Western Avenue	Gaffey Street	1.02	5/5/2013	2 lanes in each direction with center turn lane and curbside parking	2 lanes westbound, 1 lane eastbound, with center turn lane, bike lanes and curbside parking	-
Westmont Drive	Western Avenue	Gaffey Street	1.03	5/5/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
E Street	Avalon Boulevard	Alameda Street	0.7	5/8/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Eagle Rock Boulevard	Fair Park Avenue	Colorado Boulevard	0.19	5/10/2013	3 lanes in each direction with center turn lane and curbside parking	2 lanes in each direction with center turn lane, bike lanes and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Montana Street	Alvarado Street	Glendale Blvd	0.07	5/10/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Avalon Boulevard	L Street	Harry Bridges Boulevard	1.05	5/20/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Broad Avenue	Anaheim Street	PCH	0.75	5/29/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
San Pedro Street	115th Street	Florence Avenue	3.1	6/9/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
25th Street	Western Avenue	Patton Avenue	0.42	6/17/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
25th Street	Mermaid Drive	Western Avenue	0.69	6/17/2013	2 lanes eastbound, 1 lane westbound, with center turn lane	1 lane in each direction with center turn lane and bike lanes	-
E Street	Wilmington Boulevard	Alameda Street	1.4	6/17/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
120th Street	Hoover Street	Broadway	0.48	6/18/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
120th Street	Vermont Avenue	Hoover Street	0.24	6/18/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Mission Road	North Main Street	North Broadway	0.77	6/30/2013	2 lanes in each direction with center turn lane, and curbside parking (restricted during peak hours)	1 lane southbound, 2 lanes northbound, with center turn lane, bike lanes, and full-time curbside parking	-
San Pedro Place	Main Street	41st Place	0.46	6/30/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Compton Avenue	Century Boulevard	104th Street	0.3	7/1/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Paseo Del Mar	Roxbury Street	Gaffey Street	0.5	7/16/2013	2 lanes in each direction	1 lane in each direction with center turn lane and bike lanes	Yes
Main Street	Winward Circle	Venice Way	0.02	8/25/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
120th Street	Broadway	Main Street	0.23	8/25/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Grand Boulevard	Winward Circle	Venice Boulevard	0.33	8/25/2013	2 lanes in each direction with curbside parking	1 lane westbound, 2 lanes eastbound, with center turn lane, bike lanes and curbside parking	-
Colorado Boulevard	Broadway	Dahlia Drive	1.5	10/4/2013	3 lanes in each direction with center turn lane and curbside parking	2 lanes in each direction with center turn lane, bike lanes and curbside parking	-
Colorado Boulevard	Mount Helena Avenue	Figueroa Street	0.5	10/4/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane eastbound, 2 lanes westbound, with center turn lane, bike lanes, and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
7th Street	Figueroa Street	Main Street	0.6	10/31/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
2nd Street	Figueroa Street	Hill Street	0.37	11/11/2013	2 lanes in each direction	1 lane in each direction with bike lanes	-
2nd Street	Toluca Street	Figueroa Street	0.42	11/11/2013	2 lanes in each direction with center turn lane and curbside parking	1 lane westbound, 2 lanes eastbound, with center turn lane, bike lanes and curbside parking	-
2nd Street	Hill Street	Spring Street	0.13	11/11/2013	"1 lane eastbound, 2 lanes westbound, with curbside parking on south side of street during off-peak hours. During peak-hours, 2 lanes in each direction.	1 lane in each direction with bike lanes and full-time parking on south side of street.	-
Grand Avenue	30th Street	Washington Boulevard	0.95	12/15/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Clybourn Avenue	Victory Boulevard	Vanowen Street	0.48	12/31/2013	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Virgil Avenue	Santa Monica Boulevard	Fountain Avenue	0.32	1/17/2014	2 lanes in each direction with curbside parking	1 lane northbound, 2 lanes southbound, with center turn lane and curbside parking	Yes
Virgil Avenue	Santa Monica Boulevard	Melrose Avenue	0.48	1/17/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Broadway	1st Street	11th Street	1.22	1/29/2014	2 lanes in each direction with curbside parking and 3rd northbound peak hour lane	1 lane southbound, 2 lanes northbound, with widened sidewalks and curbside parking	-
Canoga Avenue	Devonshire Street	Germain Street	0.39	2/6/2014	2 lanes in each direction with center turn lane	1 lane in each direction with center turn lane and bike lanes	Yes
48th Street	Crenshaw Boulevard	Normandie Avenue	1.73	3/13/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
York Boulevard	Avenue 64	Arroyo Verde Dr (South Pasadena City Limit)	0.32	4/13/2014	2 lanes in each direction with center turn lane and curbside parking	1 lane eastbound, 2 lanes westbound, with center turn lane, bike lanes and curbside parking	Yes
Chase Street	Van Nuys Boulevard	Snowden Avenue	0.84	4/28/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
1st Street	Vermont Avenue	Commonwealth Avenue	0.32	4/28/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane and curbside parking	Yes
San Vicente Boulevard	Bundy Drive	Darlington Avenue	0.58	5/17/2014	2 lanes in each direction with center turn lane and curbside parking. Eastbound direction has 3rd peak hour lane.	2 lanes in each direction with center turn lane, bike lanes and full-time curbside parking.	-
Wilmington Avenue	Century Boulevard	104th Street	0.27	5/20/2014	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Loyola Boulevard	Westchester Parkway	Lincoln Boulevard	0.3	5/20/2014	1 lane southbound, 2 lanes northbound, with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
West Boulevard	Slauson Avenue	68th Street	0.82	5/20/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Grand Avenue	30th Street	39th Street	0.73	5/20/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Califa Street	Topanga Canyon Boulevard	De Soto Avenue	0.83	5/27/2014	2 lanes eastbound, 1 lane westbound, with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Foothill Boulevard	Balboa Boulevard	Filbert Street	0.74	6/9/2014	2 lanes in each direction with center turn lane	1 lane in each direction with center turn lane and bike lanes	-
Foothill Boulevard	1000' east of Bledsoe Street	1300' east of Glenoaks Boulevard	1.26	6/9/2014	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Foothill Boulevard	Yarnell Street	700' east of Excelsior Street	0.32	6/9/2014	2 lanes westbound, 1 lane eastbound, with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Figueroa Street	F Street	I Street	0.24	6/17/2014	2 lanes in each direction with curbside parking	1 lane southbound, 2 lanes northbound, with center buffer, bike lanes and curbside parking	Yes
Figueroa Street	Pacific Coast Highway	I Street	0.72	6/17/2014	2 lanes in each direction with center turn lane and curbside parking	1 lane southbound, 2 lanes northbound, with center turn lane, bike lanes and curbside parking	Yes
Venice Way	Pacific Avenue	Venice Boulevard	0.32	7/2/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-

Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Vineland Avenue	Ventura Boulevard	Moorpark Street	0.66	7/17/2014	3 lanes in each direction with center turn lane and curbside parking	2 lanes northbound, 3 lanes southbound, with center turn lane, bike lanes and curbside parking	Yes
Slauson Avenue	Alsace Avenue	Alviso Avenue	0.22	8/1/2014	2 lanes in each direction with center turn lane and curbside parking. 3 lanes in each direction during peak hours	2 lanes in each direction with center turn lane, bike lanes and full-time curbside parking	-
Slauson Avenue	Angeles Vista Boulevard	Alsace Avenue	0.2	8/1/2014	2 lanes in each direction with center turn lane and curbside parking. 3 lanes in each direction during peak hours	2 lanes westbound, 3 lanes eastbound, with center turn lane, bike lanes and full-time curbside parking on north side of street	-
Pacific Avenue	22nd Street	15th Street	0.42	8/6/2014	2 lanes in each direction with curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	Yes
Clybourn Avenue	Victory Boulevard	Chandler Boulevard	1.47	9/11/2014	2 lanes in each direction with center turn lane and curbside parking	1 lane in each direction with center turn lane, bike lanes and curbside parking	-
Imperial Highway	Vermont Avenue	Figueroa Street	0.49	11/18/2014	2 lanes in each direction with center turn lane and curbside parking. During peak-hours, 3 lanes in each direction	2 lanes in each direction with center turn lane and curbside parking.	Yes
Avalon Boulevard	Water Street	Harry Bridges Boulevard	0.28	2/21/2015	2 lanes in each direction	1 lane in each direction with center turn lane and bike lanes	Yes
Venice Boulevard	La Fayette Road	Crenshaw Boulevard	0.32	3/1/2015	3 lanes in each direction with center turn lane	2 lanes westbound, 3 lanes eastbound, with center turn lane and bike lanes	Yes

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Street	Extent 1	Extent 2	Length (mi)	Install Date	Old Configuration	New Configuration	Resurfacing Project?
Venice Boulevard	Crenshaw Boulevard	7th Avenue	0.2	3/1/2015	2 lanes in each direction with center turn lane and curbside paring. 3rd peak hour lane	2 lanes in each direction with center turn lane and bike lanes	Yes
Venice Boulevard	7th Avenue	Arlington Avenue	0.4	3/1/2015	3 lanes in each direction with center turn lane and curbside parking	2 lanes in each direction with center turn lane and curbside parking	Yes
Devonshire Street	Haskell Avenue	Sepulveda Boulevard	0.47	4/23/2015	3 lanes in each direction with center turn lane	2 lanes in each direction with center turn lane and bike lanes	-
Vineland Avenue	Ventura Boulevard	Moorpark Street	0.66	8/28/2015	2 lanes northbound, 3 lanes southbound, with center turn lane and curbside parking	2 lanes in each direction with center turn lane and curbside parking	Yes
Vineland Avenue	Moorpark Street	Chandler Boulevard	1.21	8/28/2015	3 lanes in each direction with center turn lane and curbside parking	2 lanes in each direction with center turn lane and curbside parking	Yes
Edgemont Street	Santa Monica Boulevard	Melrose Avenue	0.5	10/1/2015	1 lane in each direction with center turn lane and curbside parking	1 lane in each direction with bike lanes and curbside parking	Yes
Anaheim Street	Vermont Avenue	Western Avenue	0.65	12/21/2015	2 lanes in each direction	1 lane westbound, 2 lanes eastbound, with center turn lane	-
		Total	113.27				

APPENDIX B: LADOT TRAFFIC COUNTS USED IN STUDY

Alhambra Avenue

Intersection	Date	ADT
Hollister Ave	2/5/2003	17,019
Warwick Ave	4/30/2003	16,916
Warwick Ave	4/30/2003	16,938
Lowell Ave	4/13/2007	14,977
Lombardy Blvd	4/13/2007	17,954
Lowell Ave	5/17/2007	16,344
Lowell Ave	8/15/2007	15,959
Lowell Ave	10/12/2011	16,955
Warwick Ave	10/12/2011	16,177
Lombardy Blvd	10/12/2011	12,454
Druid St	10/12/2011	14,391
Druid St	11/3/2015	19,160

Cesar Chavez Avenue

Intersection	Date	ADT
Bernal Street	1/9/2002	20,148
Evergreen Avenue	1/9/2002	20,270
Soto Street	1/9/2002	19,699
Evergreen Avenue	3/29/2002	15,208
Evergreen Avenue	8/23/2002	21,854
Evergreen Avenue	8/24/2002	20,829
Evergreen Avenue	8/25/2002	18,685
Fresno Street	7/17/2003	18,259
Evergreen Avenue	7/12/2004	22,022
Soto Street	7/12/2004	18,313
Fresno Street	4/26/2005	20,332
Fickett Street	2/2/2006	21,170
Fickett Street	3/23/2006	18,725
Bernal Street	6/4/2008	24,726
Forest Avenue	4/24/2009	22,997
Saratoga Street	4/24/2009	23,549

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Colfax Avenue

Intersection	Date	ADT
Chandler Boulevard	6/2/2003	12,454
Chandler Boulevard	8/27/2003	10,983
Riverside Drive	4/6/2004	11,947
Mc Cormick Street	6/4/2004	10,269
Weddington Street	7/6/2004	12,222
Weddington Street	9/15/2005	11,807
Mc Cormick Street	9/15/2005	12,425
Magnolia Boulevard	8/21/2006	16,443
Chandler Boulevard	9/13/2006	12,482
Mc Cormick Street	1/22/2007	9,355
La Maida Street	10/26/2007	12,688
Burbank Boulevard	3/26/2008	12,594
Burbank Boulevard	9/14/2010	11,179
Riverside Drive	9/14/2010	13,091
Magnolia Boulevard	1/8/2014	11,791
Riverside Drive	1/8/2014	12,315
Chandler Boulevard	1/13/2014	9,986

Eastern Avenue

Intersection	Date	ADT
Druid Street	5/4/2007	15,147
Valley Boulevard	5/4/2007	14,480
Huntington Drive	5/17/2007	20,281
Klamath Street	4/29/2009	15,977
Gambier Street	4/20/2010	18,216
Norelle Street	4/20/2010	14,772
Huntington Drive	6/13/2013	18,700
Gambier Street	6/13/2013	16,495
Klamath Street	6/13/2013	15,628
Norelle Street	6/17/2013	14,767
Druid Street	6/17/2013	14,123
Valley Boulevard	6/17/2013	14,512
Gambier Street	9/24/2015	21,272

Fletcher Drive

Intersection	Date	ADT
San Fernando Road	5/24/2001	18,197
Larga Avenue	8/3/2001	19,173
San Fernando Road	2/27/2002	21,529
Larga Avenue	6/27/2002	19,407
Larga Avenue	8/6/2002	16,628
La Clede Avenue	8/7/2002	19,122
Atwater Avenue	8/14/2002	16,273
Avenue 32	6/17/2003	16,231
San Fernando Road	8/25/2003	18,537
Weldon Avenue	12/18/2003	16,107
Larga Avenue	6/14/2004	19,237
Larga Avenue	7/5/2005	18,547
Larga Avenue	6/12/2006	18,596
Avenue 35	6/14/2006	10,164
San Fernando Road	9/12/2006	19,374
Weldon Avenue	5/8/2007	13,148
Andrita Street	5/9/2007	13,160
Larga Avenue	6/8/2007	19,265
Larga Avenue	8/6/2008	17,933
Avenue 32	10/23/2008	13,796

Estara Avenue	10/23/2008	12,008
Larga Avenue	6/29/2009	19,899
Larga Avenue	6/28/2010	21,193
Larga Avenue	9/30/2010	17,422

Lorena Street

Intersection	Date	ADT
1st Street	6/25/2002	7,771
1st Street	8/23/2002	11,062
1st Street	8/24/2002	11,805
1st Street	8/25/2002	11,192
Cesar Chavez Avenue	7/9/2004	7,309
1st Street	7/9/2004	12,229
Cesar Chavez Avenue	1/9/2008	7,102
4th Street	6/10/2008	3,723
1st Street	8/28/2009	3,882
Cesar Chavez Avenue	4/21/2010	6,868
1st Street	4/23/2010	11,734
1st Street	4/24/2010	7,955
1st Street	4/25/2010	13,402
1st Street	5/14/2010	10,941
1st Street	5/15/2010	11,329
1st Street	5/16/2010	10,559
1st Street	5/19/2010	9,449

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Main Street ('07)

Intersection	Date	ADT
Imperial Highway	7/2/2001	9,351
112th Street	4/29/2005	13,207
111th Street	1/31/2006	12,295
Imperial Highway	4/27/2007	15,219
118th Place	12/3/2008	8,350
Imperial Highway	4/6/2010	13,708
119th Street	4/7/2010	8,699
117th Street	7/27/2011	7,011
120th Street	7/27/2011	7,631
Imperial Highway	7/27/2011	9,524
111th Street	7/27/2011	10,259
108th Street	7/28/2011	8,347
119th Street	10/21/2014	8,188
117th Street	10/21/2014	8,605
111th Street	10/21/2014	15,037
108th Street	10/22/2014	11,596

Main Street ('09)

Intersection	Date	ADT
92 nd ST	7/5/2001	10,446
95 th ST	2/8/2008	12,671
92 nd ST	2/13/2008	12,324
92 nd ST	3/25/2010	11,929
92 nd ST	4/7/2010	11,175
95 th ST	7/26/2011	12,666

Rowena Avenue

Intersection	Date	ADT
Avenel Street	8/13/2002	18,417
Glendale Boulevard	12/6/2002	21,132
Hyperion Avenue	12/6/2002	20,146
Rokeby Street	12/6/2002	24,084
Avenel Street	12/9/2002	24,731
Silver Lake Drive	12/9/2002	23,462
Avenel Street	1/14/2004	25,807
Avenel Street	3/14/2006	20,671
Silver Lake Drive	6/9/2006	28,996
Silver Lake Drive	6/9/2006	27,629
Silver Lake Drive	6/12/2006	26,777
Silver Lake Drive	6/12/2006	25,767
Glendale Boulevard	10/22/2008	27,938
Hyperion Avenue	10/23/2008	19,059
Rokeby Street	10/27/2008	24,895

San Fernando Mission Boulevard

Intersection	Date	ADT
Woodley Avenue	2/2/2001	13,532
Hayvenhurst Avenue	8/6/2003	12,284
Gothic Avenue	8/7/2003	11,487
Gaynor Avenue	8/7/2003	10,375
Ruffner Avenue	8/18/2003	11,092
Haskell Avenue	12/2/2003	13,261
Hayvenhurst Avenue	1/7/2004	10,834
Woodley Avenue	6/29/2010	9,996
Haskell Avenue	8/9/2010	12,262

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San Pedro Street

Intersection	Date	ADT
111th Street	12/17/2003	11,309
111th Street	4/14/2004	11,235
93rd Street	5/5/2004	10,058
84th Place	3/16/2005	10,364
94th Street	3/16/2005	9,837
110th Street	3/17/2005	15,485
109th Street	3/18/2005	12,302
78th Street	5/20/2005	12,053
78th Street	5/26/2005	13,307
Florence Avenue	8/15/2005	13,943
84th Street	10/11/2006	12,132
111th Street	10/18/2006	11,063
78th Street	1/8/2007	12,864
78th Street	1/10/2007	11,179
Imperial Highway	2/16/2007	10,537
87th Place	5/30/2007	11,821
87th Place	6/15/2007	10,133
111th Street	9/24/2008	12,852
76th Street	11/20/2008	11,870
113th Street	6/17/2009	9,475
93rd Street	10/23/2009	11,730

94th Street	10/23/2009	11814
93rd Street	10/28/2009	9189
94th Street	11/4/2009	9358
109th Street	2/17/2010	9818
78th Street	3/8/2010	10707
84th Place	3/12/2010	10335
113th Street	4/22/2010	9557
84th Place	11/18/2010	12568

Saticoy Street

Intersection	Date	ADT
Back Avenue	6/28/2004	11,021
Camellia Avenue	6/28/2004	9,487
Fair Avenue	6/30/2004	7,381
Beck Avenue	9/29/2006	8,954
Elmer Avenue	12/1/2008	8,093

Soto Street

Intersection	Date	ADT
Cesar Chavez Avenue	1/9/2002	21,555
4th Street	2/6/2002	22,607
Wabash Avenue	2/6/2002	22,176
1st Street	3/29/2002	21,989
Folsom Street	7/22/2002	20,749
Folsom Street	8/22/2002	16,786
1st Street	9/13/2002	22,523
1st Street	9/14/2002	19,491
1st Street	9/15/2002	16,433
1st Street	7/8/2004	20,626
Cesar Chavez Avenue	7/12/2004	20,837
4th Street	6/29/2006	16,452
Folsom Street	6/19/2008	22,782
Wabash Avenue	12/3/2008	23,677
4th Street	12/4/2008	21,978
1st Street	7/15/2009	20,022
Folsom Street	7/31/2009	22,884

West Boulevard

Intersection	Date	ADT
Hyde Park Boulevard	5/9/2001	16,828
Hyde Park Boulevard	6/5/2002	15,972
Hyde Park Boulevard	5/14/2003	14,955
Hyde Park Boulevard	5/24/2004	15,067
58th Place	1/19/2005	15,634
Florence Avenue	1/19/2005	11,398
Hyde Park Boulevard	6/13/2005	15,829
Hyde Park Boulevard	5/23/2006	16,372
Hyde Park Boulevard	12/19/2006	15,658
Hyde Park Boulevard	5/15/2007	16,126
Hyde Park Boulevard	7/23/2008	14,703
Hyde Park Boulevard	4/23/2009	16,689
Hyde Park Boulevard	5/10/2010	16,912

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Whittier Boulevard

Intersection	Date	ADT
Lorena Street	2/7/2002	25,493
Soto Street	2/7/2002	17,371
Fresno Street	6/11/2002	19,644
Orme Avenue	6/11/2002	19,019
Fresno Street	6/14/2002	23,942
Orme Avenue	7/2/2002	18,393
Fresno Street	7/19/2002	19,065
Fresno Street	7/19/2002	20,671
Lorena Street	3/8/2005	22,783
Boyle Avenue	3/5/2007	13,235
Soto Street	3/5/2007	18,767
Euclid Street	3/6/2007	20,550
Lorena Street	3/7/2007	27,887
Fresno Street	6/4/2008	23,094
Lorena Street	5/4/2010	27,179
Orme Avenue	7/28/2010	21,100

York Boulevard

Intersection	Date	ADT
Avenue 49	6/20/2003	17,757
Hazelwood Avenue	7/9/2004	23,690
Armada Avenue	7/12/2004	22,996
Armada Avenue	7/2/2007	22,562
Avenue 45	7/2/2007	22,749
Avenue 50	7/2/2007	22,337
Avenue 49	11/27/2007	22,057
Eagle Rock Boulevard	11/27/2007	17,636
Hazelwood Avenue	11/27/2007	23,291
Eagle Rock Boulevard	6/10/2008	32,021
Avenue 54	11/13/2008	21,871
Avenue 54	6/29/2009	22,199

48th Street

Intersection	Date	ADT
Western Avenue	7/11/2003	8,207
Western Avenue	8/3/2004	8,150
Crenshaw Boulevard	3/29/2005	8,491
11th Ave	4/8/2005	10,549
Western Avenue	7/25/2005	8,123
Western Avenue	7/14/2006	8,947
8th Ave	12/21/2006	9,477
Western Avenue	7/19/2007	7,919
Western Avenue	8/13/2008	7,574
Western Avenue	7/15/2009	9,350
Western Avenue	7/15/2010	8,109
Halldale Avenue	12/8/2010	10,794
Cimarron Avenue	12/8/2010	10,963
5th Avenue	12/8/2010	10,535
11th Avenue	12/8/2010	13,615
Western Avenue	7/2/2012	12,920
Western Avenue	7/11/2012	8,593
10th Avenue	1/29/2014	9,747
Halldale Avenue	5/8/2014	7,460
9th Avenue	11/12/2015	10,733
9th Ave	11/12/2015	10,757



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

October 18, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE DESIGN, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR STATE STREET COMPLETE STREET PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve design and specifications for the State Street Complete Street Project;
2. Authorize the Public Works Department to advertise for bids;
3. Approve Environmental Assessment as follows: The proposed project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities). The project results in minor alterations to existing public facilities involving no significant expansion of the existing use. The project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality. There are adequate utilities and public services to serve the project; and
4. Authorize Staff, under the currently approved Augmentation Contract, to proceed with necessary work (Bid Advertisement, Bid Analysis, Project Management, Construction management, Inspection, Administration) in compliance with the terms and conditions of the contract, and not to exceed 10% of the project budget for State Street Complete Street Project.

APPROVE DESIGN, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT

October 18, 2016

Page 2 of 3

BACKGROUND

The City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$1,184,000 grant for the State Street Complete Street Project's design and construction.

The Caltrans Active Transportation (ATP) Grant provides funding to cities and counties for development and implementation of alternative transportation options and does not require matching funds from the City. The ATP Grant's goals are to encourage the usage of active modes of transportation as a viable alternative to automobile travel; thereby, increasing the number of individuals walking and bicycling for daily travel and enhancing public health within disadvantaged communities.

On July 19, 2016 Council approved and directed in-house engineering (Transtech) to complete the design, survey, engineering, and traffic engineering of the State Street Complete Street project (Attachment A).

Approval of the design and specifications and authorization to proceed with advertising the bid package is required to maintain the grant compliance schedule.

FISCAL IMPACT/FINANCING

The recommended improvements are to encourage the usage of active modes of transportation as a viable alternative to automobile travel. Total costs of infrastructure and safety devices are estimated to be \$1,163,000 this includes 10% construction management. There is no fiscal impact in the current fiscal year. The Public Works department will ensure budgeting under Capital Outlay/Improvements for Fiscal Year 2017-2018.

LEGAL AND PROGRAM REQUIREMENTS

The California Vehicle Code and the California Manual of Uniform Traffic Control Devices provides guidelines and standards for placement of official traffic control devices on public roadways. Any traffic control devices should only be installed after an engineering study determines that the measures are warranted or needed. In this case a traffic engineering review and study was conducted at the subject locations and subsequently measures designed to improve pedestrian safety were recommended.

**APPROVE DESIGN, SPECIFICATIONS AND ADVERTISE FOR BIDS FOR THE
COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT**

October 18, 2016

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CONCLUSION

The draft Bid Package (plans and specifications) are available at City Engineer's Office. Upon approval by City Council, the City Engineer will finalize the Bid Package (plans and specifications), establish bid opening and other applicable dates accordingly, advertise the project for bids, and execute other applicable tasks and steps accordingly.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



Michael Ackerman
City Engineer

ATTACHMENT(S)

A. Draft Bidding and Contract Documents, Plans and Specifications

CITY OF HUNTINGTON PARK, CALIFORNIA



**BIDDING AND CONTRACT DOCUMENTS, PLANS AND SPECIFICATIONS
for**

STATE STREET ATP CYCLE I IMPROVEMENTS

City Project No: **(ENTER CITY PROJECT NO.)**

Date Issued: October 13, 2016

(Draft, not authorized for bidding, for review only)

Bid Due Date:

(ENTER BID DUE DATE)

Submit bids to:

**Office of the City Clerk
City of HUNTINGTON PARK
6550 Miles Avenue
Huntington Park, CA 90255**

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NOTICE INVITING SEALED BIDS	A
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BIDDER'S PROPOSAL (Entire section C shall be submitted with the bid)	C
BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"	
GENERAL PROVISIONS	D
SPECIAL PROVISIONS	E

APPENDICES:*APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED**APPENDIX B - PROJECT PLANS*

A. NOTICE INVITING FORMAL SEALED BIDS

STATE STREET ATP CYCLE I IMPROVEMENTS

PUBLIC NOTICE IS HEREBY GIVEN that the City of HUNTINGTON PARK invites sealed bids for the above stated project and will receive such bids in the Office of the City Clerk, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255, up to the hour of **(ENTER BID DUE TIME)**, on **(ENTER BID DUE DATE)**. Any bids received late will be returned unopened. The bids received will be publicly opened approximately 15 minutes after the bid submittal deadline in the City Council Chambers.

Pre-Bid Meeting:

No Pre-Bid Meeting is scheduled for this project.

Bidding and Contract Documents, Plans and Specifications Available:

Copies of the Bidding and Contract Documents, Plans and Specifications can be obtained as follows:

1. Please e-mail your request with your contact information to: okan.demirci@transtech.org. Upon receipt of your e-mail, you will be registered as a plan holder, and a pdf file of the Bidding and Contract Documents, Plans and Specifications will be e-mailed to you at no cost.
2. Hard copy of the Bidding and Contract Documents, Plans and Specifications can be picked up from City Engineers Office, City of HUNTINGTON PARK, 6550 Miles Avenue, HUNTINGTON PARK, CA 90255. Please first e-mail to okan.demirci@transtech.org and request a hard copy 2 days in advance. Make check payable to "City of HUNTINGTON PARK". Place a note on the check as follows: Cost for Bidding and Contract Documents, Plans and Specifications for PACIFIC BLVD IMPROVEMENTS.
3. Hard copies will not be mailed.

Scope of Work:

The work consists of furnishing all materials, equipment, tools, labor, and incidentals as described in detail in the Bidding and Contract Documents, Plans and Specifications to construct the project.

Location of Work:

The project is located on State Street between Santa Ana Street and Randolph Street, HUNTINGTON PARK, CA 90255.

Retention:

The City will deduct a State-mandated 5 percent retention from all progress payments.

Project Completion:

The project shall be completed in 50 working days.

Bid Bond:

Bids must be accompanied by a bid bond, made payable to the City of HUNTINGTON PARK for an amount no less than ten percent (10%) of the bid amount.

Required License Classification:

Required License Classification is State of California, A-General Engineering Contractor. No bid will be accepted from a Contractor who has not been licensed in accordance with the provisions of the

Business and Professions Code.

SB 854 Requirements

This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime contractor and each subcontractor is currently registered and qualified. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)]

Prevailing Wages Required:

Prevailing wages shall be paid to all workers in accordance with California Labor Code 1771. A copy of the prevailing wages schedule is on file with the City.

DBE:

There is no mandatory DBE Participation requirement. All bidders are required to comply with all applicable competitive bidding and labor compliance laws including, but not limited to, active solicitation of subcontract bids from minority-owned businesses, women-owned businesses, and businesses owned by disabled veterans. The City hereby notifies all qualified bidders that it will affirmatively insure that qualified minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, religion, or handicap in consideration for an award. Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor's or any such subcontractors under hire. The bidders and the selected Contractor shall not allow discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, religion, or handicap.

Bonds Required:

A labor and materials payment bond is required in accordance with California Civil Code 9550 in a form approved by the City. Also a performance bonds and public improvement warranty are required. See Sample Contract for the required bond forms.

Substitution of Securities for Retention:

The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

Excavation Safety:

If the work involves an excavation or trench five feet or deeper, the bid must contain a separate bid item for adequate sheeting, shoring, bracing and safety measures approved by the City.

Environmentally Sensitive Materials

- ✓ ☐ This Invitation for Bids **does not** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project which would be subject to Section 1603 of the Fish and Game Code.
- ~~☐ This Invitation for Bids **does** specify locations of possible materials, such as a borrow pit or gravel bed, for use in the proposed construction project and is subject to the following conditions imposed pursuant to Section 1603 of the Fish and Game Code:~~

City Business License:

The successful Contractor and his subcontractors will be required to possess business licenses from the City.

In entering into a public works contract, or a subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work's contract or subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

The City reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of 90 calendar days.

Any contract entered into pursuant to this notice shall become effective or enforceable against the City of HUNTINGTON PARK only when the formal written contract has been duly executed by the appropriate officers of the City.

Submittal of your bid assumes that you have made a thorough and complete investigation of the project site and that you have discovered no apparent discrepancies between the scope of work set forth in the plans and specifications and the actual field conditions.

If there are any questions regarding this project, please contact via e-mail:

okan.demirci@transtech.org

All inquiries must be submitted in writing by e-mail.

BY ORDER of the City of HUNTINGTON PARK, California.

B. INSTRUCTIONS TO BIDDERS

STATE STREET ATP CYCLE I IMPROVEMENTS

LOCATION OF WORK

The project is located on State Street between Santa Ana Street and Randolph Street, HUNTINGTON PARK, CA 90255.

PROPOSAL FORMS

Bids shall be submitted on the Proposal forms provided by the City. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The City will not consider any proposal not meeting these requirements.

PROPOSAL GUARANTEE

Proposals must be accompanied by a proposal guarantee consisting of a bid bond payable to the City of HUNTINGTON PARK in the amount not less than 10 percent of the total amount of bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the City. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

DELIVERY OF PROPOSAL

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

STATE STREET ATP CYCLE I IMPROVEMENTS
DO NOT OPEN WITH REGULAR MAIL

It is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Late proposals will not be considered and will be returned unopened.

CONSTRUCTION SCHEDULE, PROGRESS OF WORK, LIQUIDATED DAMAGES

After notification of award and prior to start of any work, the Contractor shall submit to the Engineer for approval its proposed Construction Schedule. At a scheduled date prior to commencement of work, the Contractor and all subcontractors shall attend a pre-construction conference at the City Hall. The selected Contractor shall complete the project per the schedule indicated in the Notice of Inviting Bids section of the specifications. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of City of HUNTINGTON PARK. The parties also agree that failure to complete the project on time will prevent the City from having the use of the affected facilities. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that \$500 a calendar day is the minimum value of such costs to the

City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the/an allotted time so that the damages are minimized.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the City's designated official prior to the bid opening hour stipulated in the Notice Inviting Bids. Proposals may not be withdrawn after the bid opening hour stipulated in the Notice Inviting Bids without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor. No proposal will be accepted from a bidder who has not been licensed in accordance with the provisions of the State Business and Professions Code.

DISCREPANCIES AND MISUNDERSTANDINGS

Before submitting a Proposal, Bidders must satisfy themselves by personal examination of the work site, Plans, Specifications, and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed, and shall include in the Proposal, the cost of all items necessary in the construction of the project. The Bidder shall not be allowed any extra compensation by reason of any matter or thing, concerning that which such the Bidder might have fully informed himself prior to the bidding. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in the Plans,

Specifications, or other contract documents shall be called to the attention of the City. Should a Bidder find any ambiguity, inconsistency or error in the plans and project manual, or be in doubt as to their meaning, the Bidder shall notify the City, in writing via FAX as specified in the Notice of Inviting Bids Section. Issues requiring clarification will be addressed in a written addendum response, sent by facsimile to each Bidder, person or firm recorded by the City as having received plans. Any addenda issued by the City during the time of bidding are to be included in the proposal from the Bidder, and shall become a part of the Bid documents. The Bidder shall acknowledge receipt of addenda on the proposal form in the space provided. By submitting a bid, the Bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fee is charged for the Permit issued by the City for a public works project. The Contractor shall pay for and obtain a City Business License.

CONTRACTORS LICENSE LAW

The successful Bidder shall comply with and require all subcontractors to comply with all Federal, State and City Contractor License Laws and be duly Registered and Licensed thereunder as required.

BONDS

The successful Bidder is required to provide and pay for a performance and a payment bond as stated in SECTION 2-4 CONTRACT BONDS, of the Greenbook (Standard Specifications for Public Works Construction, latest edition). These bonds shall cover the faithful performance (100%) of the Contract for Construction and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such sureties as they may approve. The successful Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

The City reserves the right to reject any proposed bonding company without stating cause. In this event the successful Bidder shall provide an alternate bonding company selection acceptable to the City.

Bonds shall conform to State statutes regarding performance bond and labor and material payment bonds with amount shown on each part equal to 100% of the total amount payable by terms of the Contract for Construction. The surety company shall be licensed to do business in the state in which the construction project is located and shall be acceptable to the City. Bond amounts shall be increased to include any Change Order(s) added to the contract to 100% total value amount of each Change Order. Bonds will be recorded along with a copy of the construction contract in the County Recorder Records by the General Contractor with written proof submitted to the City.

CONTRACT AND INSURANCE

Bidders shall comply with the contract and insurance requirement included in SAMPLE CONSTRUCTION CONTRACT.

SOCIAL SECURITY ACT

The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the Social Security Act and also the provisions of the act of the State Legislature Approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments to such data, and the contractor further agrees to indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against it by virtue of the failure of the contractor or any subcontractors to comply with the provisions of any or all of said acts and amendments.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable. The successful Bidder agrees to comply with and to require all of his subcontractors to comply with all the provisions of applicable state sales excise tax law and compensation use tax law and all amendments to same. The successful Bidder further agrees to defend, indemnify and hold harmless the City of HUNTINGTON PARK of and from any and all claims and demands made against the City or its officers, agents or employees by virtue of the failure of the Contractor or any Subcontractors to comply with the provisions of any or all said laws and amendments.

WAIVER OF LIENS

The successful Bidder (General Contractor) is responsible for the payment of all bills for labor and materials furnished by the subcontractors, the suppliers, and the General Contractor on this project. The General Contractor shall deliver to the City, unconditional Lien Waivers and/or Releases from himself and from each of his subcontractors and suppliers, and at such time he shall certify that he is submitting such lien waivers for all subcontractors and suppliers involved.

If any liens are filed against the City property, the City may, at its option, demand General Contractor immediately provide a bond in accordance with state statutes.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder

submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Plans, Specifications, and other contract documents, and to full compliance therewith.

AWARD OF CONTRACT

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the City. The City of HUNTINGTON PARK reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a period of 90 calendar days, as may be required to provide for the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom the award is contemplated.

The Contractor shall submit a signed contract, bonds, insurance and all necessary documents to the City, within the required schedule.

EMPLOYMENT OF APPRENTICES

Attention is directed to the provisions in Section 1777.5 of the California Labor Code concerning employment of apprentices by the contractor or any subcontractor under him. The contractor and any subcontractor under him shall comply with the requirements of said section in the employment of apprentices; however, the contractor shall have full responsibility for compliance with said Labor Code section for all apprenticeship occupations, regardless of any other contractual or employment relationships alleged to exist.

CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in (State LCA-24 CFR 85.36 and Non-Profit Organizations – 24 CFR 84.4), OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

SUBCONTRACTS

The Contractor is required to perform, with its own organization, contract work amounting to at least 40 percent of the Contract Price. Failure to meet these requirements will result in disqualifying of the bid or termination of the contract. This provision supersedes any other provisions which specified a different subcontract requirement. Proposed subcontractor names, a general description of the work to be performed by each subcontractor and the dollar amount for each subcontractor shall be submitted with the bid.

PROJECT CLOSE OUT DOCUMENTS

Within 10 calendar days of completion of the project, the Contractor shall submit project close out documents, including: Drawings showing as built conditions with red pencil; All warranties and guarantees; All paperwork required for labor compliance; All final lien releases; All other project related documents requested by the City.

PROPOSAL REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the applicable provisions in the Standard Specifications for Public Works Construction requirements and conditions which must be observed in the preparation of the proposal form and the submission of the bid.

1. Examination of Site, and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the Bidder shall be held to have personally examined the site, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the specifications, site conditions and/or contract provisions.
2. The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the contract documents.

OTHER CONTRACT PROVISIONS

The bidder's attention is directed to other contract provisions in the Appendices section of these Contract Documents, which must be observed in the preparation of the proposal form and the submission of the bid.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**C. BIDDER'S PROPOSAL**
STATE STREET ATP CYCLE I IMPROVEMENTS

Bidder's Name:	
-----------------------	--

In accordance with the City of HUNTINGTON PARK's Notice Inviting Sealed Bids, the undersigned BIDDER, hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the City of HUNTINGTON PARK of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work. The contract will be awarded on the prices shown on the bid schedule. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts of bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten working days after the date of the City of HUNTINGTON PARK's notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the City of HUNTINGTON PARK and this bid and the acceptance hereof may, at the City of HUNTINGTON PARK's option, be considered null and void.

BID SCHEDULE

To the HUNTINGTON PARK's City Council, herein called the "Council": Pursuant to and in compliance with your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the work as per the paragraph, Discrepancies and Misunderstandings, contained in the INSTRUCTIONS TO BIDDERS section, and with the terms of the contract, the local conditions affecting the performance of the contract, and the cost of the work at the place where the work is done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all in strict conformity with the Contract Documents on file at the office of the City Clerk of said City, per the following bid schedule (Bidder shall provide a bid amount for each bid item. Failure to provide a bid for each bid item shall render the bid non-responsive):

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

BID SCHEDULE				
Item		Qty	Unit Price	Total Price
1	Remove existing conflicting marking and striping by wet sandblast	1 LS	\$ _____	\$ _____
2	New marking and striping	1 LS	\$ _____	\$ _____
3	Furnish and install new signs	1 LS	\$ _____	\$ _____
4	New high visibility crosswalk	1 LS	\$ _____	\$ _____
5	Remove and replace pedestrian push button system	1 LS	\$ _____	\$ _____
6	Remove and replace pedestrian countdown head signal	24 EA	\$ _____	\$ _____
7	Furnish and construct pedestrian lights	50 EA	\$ _____	\$ _____
TOTAL BID PRICE:				\$ _____

Total Bid Price written in words: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

The award of Contract shall be based on the TOTAL BID PRICE.	
In the case of discrepancies in the amount of bid, unit prices shall govern over extended amounts, and words shall govern over figures.	
Full compensation for the items listed to the right as Items A, B, C, D and E are considered as inclusive in each Bid Item listed above in the Bid Schedule as applicable, and no additional and/or separate compensation will be allowed.	A. Mobilization / Demobilization
	B. Traffic Control
	C. NPDES, WVECP, and Best Management Practices (BMPs), Public Convenience and Safety
	D. Construction Staking by Land Surveyor
	E. Clearing and Grubbing
The bid prices shall include any and all costs, including labor, materials, appurtenant expenses, taxes, royalties and any and all other incidental costs to complete the project, in compliance with the Bid and Contract Documents and all applicable codes and standards.	
All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and contract documents and all applicable codes and standards are assumed to be included in the bid prices.	
A bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.	

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**DESIGNATION OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from following subcontractors:

Subcontractor Name	Work to be Performed	Contractor's License #	DIR #	Dollar Amount
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
				\$_____
TOTALS				\$_____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**REFERENCES**

The City of HUNTINGTON PARK is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work desired by the Public Works Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past three years.

<u>Reference Contact Information</u>	<u>Reference Project Name</u>	<u>Contract Value</u>	<u>Date Completed</u>
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			
Agency Name:		\$ _____	
Contact Name and Title:			
Contact Tel No:			

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

SITE INSPECTION

The Bidder declares that he/she has carefully read and examined the plans, specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: _____

Date of Inspection: _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION DECLARATION

NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID FOR

(Project Name)

The undersigned declares:

I am the ____ of ____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

(Signature)

(Printed name)

BIDDER INFORMATION

Bidder's Name:			
Address:			
Form of Legal Entity (i.e., individual, partnership, corporation, etc.)			
If a Corporation, State of Incorporation (i.e., Calif.)			
Valid State Contractor's License No. and Class			
DIR Registration No.:			
<i>Contact Person Information:</i>			
Name	Title	E-mail	Tel

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows:

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Previous contract performance history:

1. Was any contract terminated previously: _____
If the answer to the above is "yes", provide the following information:
 Contract/project name and number: _____
 Date of termination: _____
 Reason for termination: _____
 Owner's name: _____
 Owner contact person and tel. no.: _____

2. In the past ten years have you filed a claim for money against any public entity?
If the answer to the above is "yes", provide the following information:
 Contract/project name and number: _____
 Date of filing claim: _____
 Reason for filing claim: _____
 Owner's name: _____
 Owner contact person and tel. no.: _____

3. In the past ten years have you been a party to legal action by or against a public entity arising out of the performance of a public works contract?
If the answer to the above is "yes", provide the following information:
 Contract/project name and number: _____
 Date of commencement of litigation: _____
 Reason for litigation: _____
 Owner's name: _____
 Owner contact person and tel. no.: _____

IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this ____ day of _____, 201_.

BIDDER _____

Subscribed and sworn to this ____ day of _____, 201_.

NOTARY PUBLIC _____

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**PROPOSAL GUARANTEE/BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, (hereinafter referred to as "Contractor") intends to submit a bid to the City of _____, California, a Municipal Corporation, for the performance of certain work as required in the City of _____ Project Name. _____ (the "Project") said work being: _____ as shown on the plans and specifications for the Project. The bid is being made in response to an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW, THEREFORE, we, the Contractor, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, duly authorized and licensed to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of _____, as Oblige, in the sum of _____ Dollars (\$_____) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Oblige; or if the said Oblige shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Oblige in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement, for the warranty of the work and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Oblige the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of _____ in successfully enforcing said obligation.

This document is signed by the respective parties on the dates next to their names.

BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"

Principal

By: _____

Date: _____

Title: _____

Surety

By: _____

Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Bid Bond are true and correct, and that I have been duly authorized to sign this Bid Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

Surety: _____

By: _____

--OR--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California)

)

County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared

_____,
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 true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

D. GENERAL PROVISIONS

STATE STREET ATP CYCLE I IMPROVEMENTS

A. GENERAL

All work shall be performed in accordance with the "Standard Specifications for Public Works Construction", ("Greenbook" or "SSPWC"), Latest Edition, California Manual on Uniform Traffic Control Devices, (CA MUTCD"), Latest Edition, Caltrans Specifications, Latest Edition, Caltrans Standards, Latest Edition, Standard Plans for Public Works Construction, Latest Edition, the General Provisions and these Special Provisions.

In case of conflict the more stringent requirement shall apply, except when the City makes an exception. The City has the right to make such exception at its discretion, and the contractor shall provide reasonable cost discount if the City decides to implement the lesser stringent option.

NOTIFICATION

The Contractor shall notify the City and the owners of all utilities and substructures not less than 48 hours prior to starting construction.

CITY HOLIDAYS

City offices are closed on the following days: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving (2 days) and Christmas Day. During these holidays, inspections will not be available.

EMERGENCY INFORMATION

The names, addresses and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the City Police Department prior to beginning work.

RECORD DRAWINGS

Provide and record a complete "Record Drawings" set of blue line prints showing changes from the original drawings and specifications and the exact "Record Drawings" locations, sizes and types of equipment. Prints for this purpose may be obtained from the City. Keep this set of drawings on the site and use only as a record set. Use these drawings as work progress sheets. With red pencil, make neat and legible annotations thereon as the work proceeds, showing the work as actually completed. Keep these drawings available at all times for inspection. Before the date of the final inspection, provide the "Record Drawings" prints to the City. Please note, that failure to submit an "Record Drawings" set of drawings as noted above will result in the retention payment being delayed.

B. ADDITIONAL CONTRACTORS DUTIES:

Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of work.

C. CONTRACTS:

Construct entire work under one contract with the City.

D. The Specifications and Drawings are complementary, and what is called for in one shall be binding as if called for in both.

E. Subsection 2-5.2, "Precedence of Contract Documents", (SSPWC), revise the order of precedence and incorporate additional items as follows:

- 1) Permits issued by jurisdictional regulatory agencies
- 2) Change Orders and/or Supplemental Agreements; which occurs last
- 3) Contract/Agreement
- 4) Addenda
- 5) Bid/Proposal
- 6) Special Provisions (Section E)
- 7) Plans
- 8) General Provisions (Section D)
- 9) Standard Plans
- 10) Standard Specifications
- 11) Reference Specifications

F. DISCREPANCIES IN THE CONTRACT DOCUMENTS:

Any discrepancies, conflicts, errors or omissions found in the Contract Document shall be promptly reported in writing to the City Engineer or his/her designee, who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors or omissions, but shall comply with any corrective measures regarding the same prescribed by the City Engineer or his/her designee, and no additional payment or time shall be allowed therefor, except as provided in the Standard Specifications.

If discrepancies are discovered between the drawings and the specifications, and no specific interpretation is issued prior to the bidding, the decision regarding this interpretation shall rest with the City Engineer or his/her designee. The Contractor shall be compelled to act on the City Engineer or his/her designee's decision as directed. In the event the installation is not in compliance with the direction of the City Engineer or his/her designee, the installation shall be corrected by and at the expense of the Contractor at no additional cost to the City.

In case of such discrepancies on the plan sheets, it is assumed that the bid included the cost for implementing/constructing the discrepancy that would have the highest dollar value.

G. ERRORS AND OMISSIONS:

If the Contractor, in the course of the work, becomes aware of any claimed errors or omissions in the contract documents or in the City's field work, it shall immediately inform the City Engineer or his/her designee. City Engineer shall promptly review the matter, and if he/she finds an error or omission has been made, he/she shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the City shall issue an appropriate Change Order. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at its risk unless authorized by the City Engineer or his/her designee.

H. CHANGED CONDITIONS:

The plans for the work show conditions as they are believed by City Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation by the City that such conditions are actually existent, nor shall the City be liable for any loss sustained by the Contractor as a result of any variance of the conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise. The word "conditions" as used in this paragraph includes, but is not limited to, site conditions, both surface and subsurface.

The Contractor shall examine the site, compare it with the drawings and specifications and shall satisfy itself as to the conditions under which the work is to be performed. The Contractor shall ascertain and check the location of all existing structures, utilities and equipment which may affect its work. The Contractor shall be responsible to re-examine the site, as necessary, for performance of change orders or other proposed changes which may affect its work. No allowance shall subsequently be made on the Contractor's behalf for any extra expense or loss of time which incurred due to failure or negligence on its part to make such examination.

I. MARKUP:

No extra work nor change orders shall be done unless authorized in advance by the City Engineer.

For extra work and change orders the following percentages shall apply:

1. LABOR COSTS

- a. Labor markup for employer taxes standard federal/state rates, approximately: 10%
- b. Labor markup for fringe benefits (if fringe benefits are not included in the labor cost: 15%
- c. Labor overhead markup: 10%
- d. Profit markup: 10%

2. MATERIAL, EQUIPMENT, SUBCONTRACTOR COSTS

Only 5% markup by prime contractor will be allowed on materials, equipment and subcontractor costs. No other additional markups (overhead, profit, etc.) will be allowed.

3. After the total amount is established by adding the above items, an additional 2% markup for

INSURANCE AND BONDING COSTS will be allowed.

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel, and other vehicles and/or equipment present at the job site but not directly used in actual construction activities. Incidental movements of labor, materials, supplies or equipment shall not be considered as use in actual construction activities. These costs shall not be reported as labor or equipment elsewhere, except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed

J. ALLOTTED WORKING SPACE:

The Contractor shall be responsible for storing his materials and equipment. The City will not allow storing equipment, materials, vehicles, removed items, debris, etc. in the Public Right-of- Way overnight unless approved by the Engineer.

K. ACCEPTANCE OF SITE:

The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.

L. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property per subsection 7.9 of the SSPWC.

M. SITE SECURITY AND SAFETY:

1. The Contractor shall secure the project as well as the adjoining properties during construction.
2. The provision of Section 7-10.1 (Traffic and Access), Section 7-10.2 (Storage of Equipment and Materials in Public Streets), and Section 7-10.4 (Public Safety) all as contained in the Standard Specifications, shall be applicable to this project.
3. At the end of the Work Day the job site shall be left in a neat and orderly manner. Roadway and parking shall be made available wherever possible to the satisfaction of the City Engineer.
4. During construction the Contractor shall provide adequate access to each residence or business affected by this project to the satisfaction of the Engineer.
5. Should any change in these requirements be necessitated by extraordinary occurrences or requirements during the execution of the work, the Contractor shall obtain prior written approval

of the Engineer.

N. WORK SITE MAINTENANCE

Add the following to Section 7-8, "Work Site Maintenance" of the SSPWC:

1. Sanitary Conditions. The Engineer may from time to time prescribe rules and regulations for maintaining sanitary conditions along the work and the Contractor shall enforce observance of the same by its employees and the employees of the subcontractor, and, if the Contractor fails to enforce these rules and regulations, the Engineer shall have the authority to enforce them.
2. Air Pollution and Dust Control. The contractor shall adhere strictly to Section 7-8.1 and Section 7-8.2 of the Standard Specifications throughout this entire project.
3. Water Pollution Control. The Contractor shall adhere strictly to Subsection 7-8.6 of the Standard Specifications through the entire project and add the following:
 - a. The Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System (NPDES) standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to be prepared to provide hay bales or similar devices to prevent erosion from being washed into the storm drain system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its Surety shall fully indemnify the City for any pollution damage and/or cleaning costs.

All construction on off-site or on-site improvements shall adhere to NPDES (National Pollution Discharge Elimination System) Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems.

- b. The following are the areas to be addressed:
 - a.) Handle, store and dispose of materials properly.
 - b.) Avoiding excavation and grading activities during wet weather.
 - c.) Construct diversion dikes and drainage swales around working sites.
 - d.) Cover stockpiles and excavated soil with secured tarps or plastic sheeting.
 - e.) Develop and implement erosion control plans.
 - f.) Check and repair leaking equipment away from construction site.
 - g.) Designate a location away from storm drains for refueling.
 - h.) Cover and seal catch basins whenever working in their vicinity.
 - i.) Use vacuum with all concrete sawing operations.
 - j.) Never wash excess material from aggregate, concrete or equipment onto a street
 - k.) Catch drips from paver with drip pans or absorbent material.
 - l.) Clean up all spills using dry methods.
 - m.) Sweep all gutters at the end of each working day. Gutters shall be kept clean after leaving construction site.

- n.) Call 911 in case of a hazardous spill.
- o.) Keep a running log of all activities in connection with the Storm Water Pollution Prevention Plan (SWPPP)
- p.) Name a person, on site, responsible for complying with S.W.P.P.P.

4. CONTRACTOR TO COMPLY WITH THESE REQUIREMENTS AND CITY ENGINEER'S DIRECTIONS DURING THE COURSE OF CONSTRUCTION.

O. Survey and Layout:

Contractor shall verify all dimensions on the drawings and shall report to the City Representative any discrepancies before proceeding with related work. Contractor shall perform all survey and precise layout work to the satisfaction of the City Engineer or his/her designee. Contractor shall establish final grades and extents for the improvements and preserve such work on as-built plans.

P. The Contractor is reminded that he is responsible for the control of water through the construction area, **at all times**.

Q. Payments to Contractor and Claims

1. Payment for Labor and Materials. The Contractor shall pay and cause the subcontractors to pay any and all accounts for labor, including Worker's Compensation premiums, State Unemployment and Federal Social Security payments and all other wage and salary deductions required by law. The Contractor also shall pay and cause the subcontractors to pay any and all accounts for services, equipment and materials used by it and the subcontractors during the performance of work under this contract. All such accounts shall be paid as they become due and payable. If requested by the Engineer, the Contractor shall immediately furnish the City with proof of payment of such accounts.
2. Additional Work. Payment for additional work and all expenditures in excess of the bid amount must be authorized in writing by the Engineer or his/her designee. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from City Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.
3. Claims. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specifications. The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Contractor

shall notify and obtain approval from the Inspector prior to commencing the work. The Engineer or his/her designee, may require the Contractor to delay construction involving the claim, but no other work shall be delayed, and the Contractor shall not be allowed additional costs for any said delay but may be allowed on extension of time if the Engineer or his/her designee, agrees that the work delayed is a controlling element of the Construction Schedule. The Contractor shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the Engineer or his/her designee, and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Contractor hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The above provisions shall supplement Section 3 of the Standard Specifications. The Contractor shall be responsible to provide all data and to obtain all approvals required by said Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector. Disputed work claims shall comply with Section 3 of the Standard Specifications, as modified herein.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

4. Noncompliance with Plans and Specifications. Failure of the Contractor to comply with any requirement of the Plans and Specifications, and/or to immediately remedy any such noncompliance upon notice from the Engineer, may result in suspension of Contract Progress Payments. Any Progress Payments so suspended shall remain in suspension until the Contractor's operations and/or submittals are brought into compliance to the satisfaction of the Engineer. No additional compensation shall be allowed as a result of suspension of Progress Payments due to noncompliance with the plans or specifications. The Contractor shall not be permitted to stop work due to said suspension of Progress Payments.
5. Request for Payment. Contractor shall submit all requests for payment on the City provided form. The City shall provide the form for use after Contract is awarded.

Prior to submittal of said form, all items for which payment is requested shall be checked and approved in writing by the City Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and City Engineer.

There shall be no separate payment for any relocations, barriers or forms, grading or temporary construction required to construct the improvements herein. Payment for these items shall be

absorbed in the Bid Prices for the applicable work to which they are appurtenant, and no extra costs shall be allowed.

The payment of amounts due to the Contractor shall be contingent upon the Contractor and subcontractors furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts.

- R. Legal Address of Contractor. The address given in the Bidder's Proposal is hereby designated as the place to which all notices, letters, and other communications to the Contractor will be mailed or delivered, except such notices and communications as shall be given by the City's Inspectors to the Contractor's designated Superintendent in the field. The mailing or delivering to said address of any notice, letter, or other communication, or the hand-delivery to said Superintendent, shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

S. Final Acceptance

Final acceptance by CITY will be made when Contractor has provided 'as-built' drawings and satisfactorily completed all work and improvements as called for in the Contract Documents including reconciliation of materials. The CITY shall notify Contractor in writing of final acceptance of the work. Failure or neglect on the part of CITY to reject inferior work during the construction period shall not be construed to imply acceptance of such work nor to preclude its right to reject it. Contractor shall be required to correct all defects which become evident at any time prior to final acceptance of Contractor's work by CITY. The cost of all such repairs, material, labor, and overheads shall be borne by Contractor. Ownership, custody, and control of the work and facilities shall pass to CITY only upon Final Acceptance.

T. Warranty

The Contractor expressly represents and warrants that all work performed and all materials used are free from defects of workmanship and conform to the Contractor's Contract obligations. This warranty shall commence upon Final Acceptance and end one year from that date. The Contractor shall pay the actual cost to CITY for any breach of this warranty corrected by CITY (including labor, material and overheads). If CITY is unable to collect for the work after 30 days from completion, the actual cost may be deducted from the Contractor's refundable monies on deposit with CITY. CITY may recover such cost by claim against the surety on the performance or maintenance bond furnished by the Contractor.

V. Payment

All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise

E. SPECIAL PROVISIONS

STATE STREET ATP CYCLE I IMPROVEMENTS

A. GENERAL

1. The Contractor shall obtain a no-fee Construction Permit before commencing construction from the City.
2. Scope of the Work covered by Contract Documents:

Furnish all labor, materials and equipment for the City of Huntington Park as shown on the plans. Work includes but not limited to the removal and installation of pavement striping, markings, crosswalk, installation of new pedestrian and bicycle signage, removal and installation of pedestrian push buttons and pedestrian countdown head display, installation of pedestrian light poles and fixtures.

3. The Contractor shall accept the site and the character of the work as they exist on the first day of work under this contract.
4. Limits of Work:

Limits of work shall be the legal property boundaries of the project site unless modified by Contract limit lines indicated on the plans or as noted otherwise.

Prior to commencing work on any particular area, the Contractor shall verify and coordinate them with the Engineer to ascertain the actual limits of work.

5. The Contractor shall take note that the final limits of PCC sidewalk, curb & gutter, driveway and AC pavement removal and reconstruction shall be coordinated and determined by the City Engineer during construction.
6. Project Schedule

The Contractor shall submit a Construction Schedule to City Engineer prior to beginning construction. No work may be started until a Notice to Proceed is issued by the City. A Notice to Proceed shall not be issued until the Schedule has been approved in writing. The work shall be scheduled to assure that construction will be completed within the specified time. The Contractor shall be held responsible for coordination of all phases of the operation so that the time schedule can be met.

The Contractor shall provide to the City all required contract bonds and evidences of insurance prior to the issuance of "Notice to Proceed" by the City.

If the Contractor desires to make a major change in its method or operations after commencing construction or if its Schedule fails to reflect the actual progress, the Contractor shall submit to City Engineer a revised Construction Schedule. Said Schedule shall be submitted in advance of beginning revised operations or within two (2) working days after notification by the City

Engineer. City Engineer may suspend all progress payments if the Contractor fails to comply.

7. Notice to Proceed

The Contractor shall not commence work until a Notice to Proceed has been issued by the City to the Contractor.

Prior to the issuance of Notice to Proceed the Contractor shall provide the following:

- a. The Contractor shall provide all required contract bonds and evidences of insurance to the City;
- b. The Contractor shall submit a Construction Schedule to City Engineer;
- c. Obtain a no-fee Construction Permit from the City

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the City to accept or pay for such work.

The construction date shall begin within 10 days after "Notice to Proceed" is issued by the City to the Contractor.

8. Contract Time

The Contractor shall submit evidence to the City that all materials have been purchased by the date indicated within the specified construction duration and per the approved construction schedule. The date construction shall begin will be specified in a Notice to Proceed.

Except as otherwise provided in the Special Provisions, working hours in traffic lanes will be restricted to between the hours of 8:30 a.m. and 3:00 p.m., and, except as otherwise stated in the Special Provisions or approved by the Public Works Director or his/her designee, working hours for areas not affecting traffic are between 7:00 a.m. and 4:00 p.m. Monday through Friday, excluding legal holidays and weekends.

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose acceptable quality or efficiency will be affected by any unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the City that the Contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

9. Delay in Obtaining Materials:

No extension of time will be granted for a delay caused by the inability to obtain materials unless the Contractor either obtains advance written approval from City Engineer or obtains from the supplier and furnishes to the Engineer documentary proof that such materials could not be

obtained due to war, government regulations, labor disputes, strikes, fires, floods, adverse weather conditions necessitating the cessation of work, or other similar action of the elements. The Contractor is required to order materials in a timely manner as specified in the "Instruction to Bidders".

10. Contract Documents

The Contractor shall maintain at the job site one (1) set of Contract Documents to include Plans & Specifications, Standard Plans, and Standard Specifications for Public Works Construction. At the end of each working day, the Contractor shall submit to the Inspector an accurate "as-built" drawing of any changes that occurred from the approved plans and drawings, including Change Order work, changed conditions in the field, and/or claimed extra work. The Contractor shall be responsible to obtain the Inspector's written approval of the accuracy of said drawing. No invoice will be accepted for processing until all work included therein is accurately shown on the record drawings.

11. It shall be the Contractor's responsibility to completely remove all "construction graffiti" (spray paint or other marking for utilities, survey points and construction limits) prior to acceptance of the work as completed.
12. All cost for complying with the requirements of this section shall be included in the various items of the bidding schedule unless specified otherwise.

B. CONSTRUCTION STAKING:

1. The Contractor shall be responsible for construction staking.
2. Unless otherwise provided in the special provision, lines and grades for the construction shall be the responsibility of the contractor, with the following provisions:
3. All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these, and for the control of construction, shall be the responsibility of the Contractor. All such survey work including construction staking shall be done on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.
4. The Contractor shall provide a copy of the office calculations and grade sheets to the City Engineer. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer, in writing, within 24 hours of any discrepancies, or design errors during the construction staking.
5. All the Survey Monuments and Bench Marks removed and/or altered during the construction shall be reset and certified "corner records" shall be submitted by the Land Surveyor, to the Engineer prior to the final acceptance of the construction.
6. Payment for surveying, construction staking, setting of the Survey Monuments and Bench Marks, preparing corner records, professional services, office and field calculations, furnishing all labor,

materials, equipment, tools and incidentals, and for doing all the work involved, shall be considered as included in the items of work for which the surveying work is performed, and no additional compensation will be allowed.

C. MATERIALS:

1. Material Specifications:

Whenever any material is specified by name and number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing the quality of the materials to be used. All materials shall be new and the best of their class and kind. No substitution will be permitted which has not been approved in writing by the Engineer.

2. Material List:

3. A complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature and manufacturer's specifications and installation instructions shall be submitted whenever the use of items different than those specified is requested.

4. The material list shall be submitted using the following sample layout (double spaced between each item).

Item No.	Description	Manufacturer	Model Number
1.	material	ABC Corp.	XXX

5. Approval of Substitutes:

6. Approval of any items, alternates or substitutes indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information and/or samples submitted.

7. Contractor's Responsibility:

8. Manufacturer's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

D. INSPECTION AND TESTING:

All work covered by this Contract Documents shall be inspected by the City Engineer. Request for inspection service shall be made 24 hours in advance.

All materials furnished and all work performed under the Contract shall be subject to review and approval by the City Engineer. Such review may include mill, plant, shop, nursery, or field inspection as required. City Engineer shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and

assistance by the Contractor and its subcontractors and suppliers as is required to make a complete and detailed inspection.

The City will provide standard progress building and public works inspection at no cost to the Contractor. Contractor shall arrange and pay for all other inspections required by ordinance or governing authorities, including tests in connection therewith, as may be assigned to it in other sections of the specifications.

Where required by the Building Code, specialty inspectors shall be provided by the City at no cost to the contractor. The Contractor shall request specialty inspector at least forty-eight (48) hours in advance of an anticipated inspection.

City shall perform compaction tests as required.

It shall be the Contractor's responsibility to obtain Inspection in a timely manner prior to proceeding with any phase of construction. The Contractor shall neither allow nor cause any of its work to be covered or enclosed until it has been inspected, tested and approved by the Director of Public Works and Development Services or his/her designee.

City Engineer will make, or have made, such inspections and tests as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Director of Public Works and Development Services or his/her designee, as well as the cost of the subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the City and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the authority of City Engineer shall, upon order of the City Engineer, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

E. UTILITIES

1. Before starting work, the Contractor shall verify the locations and elevations of all existing utilities by contacting Underground Service Alert at 811, at least 48 hours in advance. Existing utilities have been carefully located and shown on Los Angeles Record office records plans provided by utility companies. The Contractor shall notify the utility companies and agencies listed below before beginning excavation and shall coordinate his work with them.
2. The Contractor shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Contractor shall be responsible for repair or

replacement to said facilities made necessary by its failure to provide required protection. The Contractor is required to include utility requirements in the Construction Schedule.

3. The Contractor shall notify all utility agencies and owners of all facilities within the area of construction a minimum of five (5) work days in advance of performing any work within said area.
4. The Contractor shall protect all utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, including service laterals, and other improvements indicated on the drawings that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be directed by the Engineer.

The Contractor shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the City, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

5. The utility companies and their contacts having facilities within or near the construction are listed on Sheet 2 of the plans.

F. PHASING

To provide minimum inconvenience to the public particularly the residence and business owners, occupants and the travelling public, the Contractor shall execute the project in phases and adhere to the Traffic Control Requirements below.

Prior to the start of construction, the Contractor shall prepare and submit his/her phasing program to the Engineer for review.

G. TRAFFIC CONTROL REQUIREMENTS

1. The Contractor shall be responsible to furnish, install and maintain such devices which are necessary to provide safe and efficient passage for the traveling public through the work area, for the safety of personnel present in the work area, and to minimize inconvenience.
2. All work and materials to implement construction staging and traffic control shall comply with the California Manual of Uniform Traffic Controls Device (CA MUTCD). Signs, markings, striping, barricades, delineators and all materials shall conform to applicable Caltrans standards and specifications.
3. The use of flagmen may be required if deemed so by the City Engineer. Adequate flagmen, construction signs barricades, delineators, and arrow boards shall be used to the satisfaction of the City Engineer. Adequate traffic control shall be maintained at all times through the construction zone.

4. Traffic control through the project area shall conform to the requirements of Section 7-10, "Public Convenience and Safety," (SSPWC).
5. The Contractor shall not allow traffic to travel on natural ground, subgrade, or aggregate base material. Traffic must only be allowed on a firm asphalt surface. A temporary ac pavement may be used for this reason to allow traffic.
6. The Contractor shall maintain a minimum of 5 feet clearance from the vertical edge of excavation.
7. The Contractor shall not be allowed to leave vertical edge over 1" within the street pavement when the pavement is open to traffic except along the edge of gutter. Otherwise, the Contractor shall construct temporary AC transition at edges including around the edges of utility structures.

The transition at traverse edge to through traffic shall be 6:1 slope, at longitudinal edge shall be 4:1 slope and at driveways ramped at 6:1 slope.

8. Ingress and egress of vehicle to all driveways shall be maintained at all time except when arranged in advance by the Contractor with the respective residence.
9. The Contractor shall maintain one 10' wide minimum traffic lane in each direction at all time.
10. No street or one traffic direction closure shall be allowed unless approved by the City Engineer 48 hours prior to the closure and subject to the following condition:
 - a. The Contractor shall submit a detour plan prepared by a Civil Engineer in the State of California, for approval by the Engineer.
 - b. Notify the following Agencies two (2) working days before closing or partially closing any street or alley:

City of Huntington Park Police Department

(323) 584 6254

11. The Contractor shall install, maintain, and remove all temporary delineators, barricades, lights, warning signs and other facilities necessary to control traffic as specified in the CA MUTCD.
12. All traffic lanes shall be open at the end of working hours of each day, unless approved by the City Engineer.
13. Payment for traffic control shall be included in various bid items of the Bid Schedule.

H. CLEARING AND GRUBBING

Clearing and grubbing shall conform to the requirements of Section 300-1 "Clearing and Grubbing", (SSPWC). The Contractor shall incorporate the following exceptions, additions, or deletions to the noted Section:

- a. Subsection 300-1.1, "General", (SSPWC), add the following:

Limits: The Contractor shall meet with the Inspector prior to making removals to verify the actual limits of removals and locations of joins, to establish smooth joins and to assure proper drainage. The Contractor may make minor changes in the location of joins and limits of removal, provided a smooth join and proper drainage shall be achieved and it has obtained approval from the Engineer.

- b. Subsection 300-1.3.1, "Removal and Disposal General", (SSPWC), add the following:

All material removed from the project shall be considered the property of the Contractor and shall be disposed in a legal manner outside the property unless noted otherwise elsewhere in the Contract Documents.

CONTRACTOR shall remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Cleanup of spillage will be at CONTRACTOR'S expense.

Contractor shall not start any removal work unless it is prepared to perform reconstruction work immediately without interruption from the time removals begun, unless otherwise approved by the Engineer.

Miscellaneous Removal, Relocation & Adjustment to Grade: This item shall include all removal not specifically listed in the Bid Schedule or otherwise covered by these Specifications such as all necessary relocations and adjustment of valve cover whether shown on the plans or not and as necessary to complete the improvements. The Contractor shall be responsible to review the project site prior to bidding and include all such work in its bid prices for this item.

- c. Subsection 300-1.3.2.c), "Concrete Curb, Gutters, Cross Gutters, Driveways, and Alley Intersections", (SSPWC), delete 1st sentence and replace by the following:

Concrete shall be removed to a neatly sawed edges with saw cuts full depth.

- d. Unless approved by the Engineer, no street signs shall be removed until the replacement sign/s are installed or can be installed within 24 hours particularly the stop signs.
- e. Subsection 300-1.4, "Payment", (SSPWC), replace with the following:

Payment for clearing and grubbing shall be considered included in various bid items except for other removal items as listed and described in the bid schedule.

Payment shall include full compensation for removal, hauling and disposal of all resulting materials and restoration as specified. No additional compensation shall be allowed.

I. UNCLASSIFIED EXCAVATION

Unclassified excavation shall conform to the requirements of Section 300-2, "Unclassified Excavation" (SSPWC).

a. Subsection 300-2.1, General, (SSPWC), add the following:

- 1.) Unclassified excavation, which is also called removed existing improvement, shall include the removal of all improvements such as PCC walk, curb and gutter, 10" thick AC pavement section, other improvements and underlying base materials which are necessary to construct new improvements within the limit lines as indicated on the plans except noted otherwise.
- 2.) All base materials shall be disposed and not reuse in the project.

b. Subsection 300-2.9, Payment, (SSPWC), remove 1st sentence and replace with the following:

"Payment for unclassified excavation to remove existing improvements as called out on the plan, unless noted otherwise, shall be paid at the Contract Unit Price per Square Feet" to include hauling and disposal.

J. PAVEMENT STRIPING AND MARKERS

a. Removing Striping and pavement marking

- i. All conflicting striping and pavement marking as shown on the plans shall be removed by wet sand blasting or other method that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. Where grinding is used, the pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking. Residue resulting from removal operations shall be removed from pavement surfaces by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

Pavement damage due removal of markers shall be repaired by the Contractor

- ii. In-road lights at existing cross walk shall be removed as shown on the plans and the AC pavement damage due to removal of these lights shall be repaired by AC patch repair.

b. All new striping and pavement markings shall be in accordance with Caltrans Standard Plans and the California Manual of Uniform Traffic Control Devices

c. All pavement striping and marking shall be reflectorized and thermoplastic paint.

d. All reflective markers shall be set using adhesives specified in Sections 95-2.05, "Standard Set Epoxy Adhesive for Pavement Markers," and 95-2.04, "Bituminous Adhesive for Pavement Markers" contained in the State of California Department of Transportation Standard Specifications, Latest Edition. All existing fire hydrants including "pop-off" and recycled-water hydrants are considered to have an identifying blue reflectorized marker in the proper location in

the street, and said marker will be replaced by the CONTRACTOR as required by the City or by the Fire Department. There shall be no separate payment for this work.

- e. The contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer. No striping shall be installed until the layout and spotting has been specifically approved by the Engineer.
- f. Refurbish/repaint curb within the limit of work as shown on the plans to match existing color.
- g. All existing marking and striping to remain but will be overlaid with slurry seal shall be restored.
- h. Payment for removal and application of pavement striping and marking in conformance to the above requirements and as shown on the plans shall be paid as follows:
 - 1.) Removal of conflicting pavement striping, marking, raised pavement markers and AC pavement repair shall be paid in Lump Sum in bid schedule.
 - 2.) Removal of in-road lights to include patch ac repair shall be paid per linear foot (not per piece of in-road light). Length of in-road lights shall be measured from edge of gutter to edge of gutter.
 - 3.) Painting of fire hydrants and recycled water valves shall be considered included in the cost of various striping and marking bid items.
 - 4.) Installing striping lines shall be paid per Linear Foot (LF)/square feet (SF) under applicable bid item in the bid schedule and measurement as follows:
 - a.) Crosswalk shall be measured by the total length (curb to curb) multiplied by the total width of crosswalk in square feet;
 - b.) Double yellow lines shall be measured by the length of double yellow lines and not the length of the individual lines in linear feet;
 - c.) Median yellow lines shall be measured by the length of the median and not the length of the individual lines in linear feet;
 - d.) Limit line, single yellow line and transition lines shall be measured by the length of the individual lines in linear feet.
- i. Words and numeral shall be paid per word and/or numeral and identified on the bid schedule as per each (EA).

K. SIGNING

No existing sign shall be removed until the replacement signs are installed or ready to be installed within 24 hours.

Existing sign to be removed shall become the property of the Contractor and to be disposed of the project site in a legal manner.

The Contractor shall furnish labor, equipment and materials and install signs as specified on the plans and the Contract documents.

All material, mounting hardware and components for signing and installation thereof, shall be new and conform to the current edition of California Manual on Uniform Traffic Control Devices, Caltrans Standard Plans and Standard Specifications, Section 56, "Signs" except as noted in the Special Provisions and on the Plans.

Roadside signs shall be mounted on new or existing galvanized steel post as shown the plans. Sign panels shall be constructed of ASTM Type IX – DG3 prismatic reflective sheeting on aluminum. The Contractor shall furnish a certificate of compliance from the manufacturer showing that sign panels conform to specifications issued by the State of California Department of Transportation for both materials and legend.

Sign panels mounted on street and Type 1-A poles shall be constructed of ASTM Type IX - diamond grade VIP reflective sheeting on aluminum.

New sign poles shall be constructed as shown on the plans at final location to be determined by the Engineer during construction and in accordance with SPPWC Std. Plan 101-2: Above Ground Utilities Location in Parkway.

Submittal:

The Contractor shall provide submittals for the above system per Subsection 2-5.3, "Submittal" of the SSPWC

L. TRAFFIC SYSTEM UPGRADE

- a. The traffic signal system shall be upgraded by removing and replacing the existing push button and pedestrian heads as indicated on the plan.
- b. The Contractor shall furnish all labor, equipment and material to remove and replace traffic signal system's push buttons and pedestrian heads including mounting, complete and fully operational.
- c. The Contractor shall field verify the existing traffic system to ascertain all works to be done including compatibility of existing wiring, all extra bracket, pole mounts, other specialty hardware, the type of pedestrian head mounting that will be required.
- d. The traffic signal system shall remain operational at all time unless approved by the Engineer.
- e. Prior to removal and installation, the Contractor shall coordinate and schedule his/her work with the Engineer with 5-day advance notice.
- f. Materials:

i. PUSH Button

Push button shall be Polara EZ-Comm 2 Wire APS System or approved equal with the following components:

1. EN25BNO-B Navigator Push Button Station, 2-wire, 5"x7" Countdown Sign, Black Housing, with Ethernet/USB Port and hardware
2. Nav-VOL1 Voice On Location Recording, Custom Street Name Message in English, for Navigator PPB Station
3. Nav-CCU/2EN Navigator Central Control Unit, 2-wire with Ethernet & USB ports. Includes cabinet cable assembly and field wire interface board for up to (16) PPB stations, Polara Eng
4. Nav-EConfig Navigator Hand-Held Wireless infrared Configurator, backlit LCD menu-driven Display, membrane keyboard, AA-Alkaline Batteries, Polara
5. TSL-PED-16-CIL-P1 LED Signal, Pedestrian Countdown Module, Incandescent look, 16" x 18" module, 9" high digits, filled hand / man LED's, Leotek P/N TSL-PED-16-CIL-P1.

Note: EZ-Comm 2-Wire Navigator housings shall be Yellow

The Contractor shall provide submittals for the above system per Subsection 2-5.3, "Submittal" of the SSPWC.

PART 1 – GENERAL REQUIREMENTS

1.1 Description

The 2-Wire Accessible Pedestrian Signal System shall be a Polara Navigator or approved equal. It must be compatible with existing field wiring requiring no splices or intermediate connections on/in poles.

1.2 Materials

The Accessible Pedestrian Push Button Station shall be ADA compliant, 2 inches in diameter and use infrared technology for programming settings with a handheld wireless device. It shall contain all electronic control equipment, mounting hardware, Audible-Tactile push button and option for a 5 in. x 7 ¾ in. or 9 in. x 12 in., informational pedestrian sign mount (with choice of sign markings/display) with bracket assembly-sign face (MUTCD # R10-3, 3B,3E). The Audible-Tactile push button shall be designed to provide both a button with a raised directional vibrating tactile arrow on the button. The unit shall have a weatherproof speaker, and the appropriate informational sign for each location. The external housing shall not have any polycarbonate or plastic parts.

The system shall consist of a Central Control Unit (CCU), the Accessible Pedestrian Push Button Station (PBS) with Pole Mounting Assembly, and a handheld wireless menu-driven configuration device.

PART 2 – SYSTEM REQUIREMENTS

2.1 Accessible Pedestrian Signal System Specifications

The System shall meet the following requirements:

- Functionality requirements of CAMUTCD 2012 Section 4E.09 through 4E.13 regarding Accessible Pedestrian Signals and Detectors
- NEMA TS2 Section 2.1 Temperature & Humidity requirements
- NEMA TS2 Section 2.1 Transient Voltage Protection requirements
- NEMA TS2 Section 2.1 Mechanical Shock and Vibration requirements
- IEC 61000-4-4, IEC 61000-4-5 Transient Suppression requirements
- FCC Title 47, Part 15, Class A Electronic Noise requirements
- NEMA TS 4 (applicable portions of Section 8) Electrical Reliability requirements

2.2 Pedestrian Push Button Station (PBS) Enclosure

The PBS shall meet the NEMA 250 – Type 4X Enclosure requirements

2.3 Central Control Unit (CCU) Enclosure

The Central Control Unit shall meet NEMA 250 – Type 1 enclosure requirements

PART 3 – PRODUCT SPECIFICATIONS

3.1 Audio and System Specifications

Vibrating Tactile Arrow	The System shall vibrate a tactile arrow button during the WALK interval following a button push and/or every time the WALK interval comes up.
Audible Locating Tone	Audible Locating Tone shall be intensity responsive to ambient sound (up to 5dBA above ambient sound, except when audible beaconing is provided in response to an extended pushbutton press) and be audible 6 to 12 feet from pushbutton. Duration of locator tones shall have a duration of 0.1 seconds or less and shall repeat at 1-second intervals. Locator tones shall operate during FLASHING DON'T WALK and DON'T WALK interval and

	deactivate when traffic control signal is operating in a flashing mode. There shall be at least 3 field selectable locator tones to choose from.
Extended Pushbutton Press	Ability to provide additional features such as increased crossing time, audible beaconing, and speech informational messages as a result of an extended pushbutton press for a selectable minimum period of time.
Audible Walk Sounds	The System shall have at least 5 selectable audible walk sound options including a cuckoo, rapid tick, chirp, direction of travel message, or custom voice message that shall operate during the WALK interval for a user-selectable amount of time if the pushbutton is pressed. There shall be a user-selectable option to activate audible walk sounds without pushbutton actuation.
Custom voice messages	Custom voice messages shall either be purchased from the vendor, or produced by the City, in standard .wav format and transferred into the PBS via USB.
Walk Clearance Sounds	The System shall have at least 3 pedestrian clearance sound choices.
Wait Message	The System shall provide a "Wait" message that plays when the pushbutton is activated and the WALK interval is not timing. There shall be a selectable option to provide the "Wait" message when the pushbutton is actuated or for a selectable amount of time until the WALK interval is timing.
Language	The System shall provide at least two language capabilities when utilizing speech informational messages via extended pushbutton press.
Volume	Locating Tone, Audible Walk, and Walk Clearance sounds shall have independent minimum and maximum volume settings and shall have the ability to adjust automatically to ambient sound levels up to a maximum of 100 dBA.
Audio	The system shall utilize digital audio bit depth of at least 12 bits at a 16k Hz sample rate. Total harmonic distortion shall be less than 3%.
Mute	System shall be able to mute sounds on all crosswalks except active crosswalk.
Ambient Sensor	The System shall have an ambient sensing microphone located in the pedestrian PBS in a non-visible, protected housing.
Updates	Firmware and voice messages shall be upgradable via USB port, through a handheld wireless device at the PBS, and a laptop at the traffic signal cabinet via USB port. No hardware change-out shall be required for an update.
Configurability	All settings i.e. configuration, volume, PBS ID's, custom voice p messages shall settable via USB, a handheld wireless device, a

laptop computer, or remotely via Ethernet connection with password security.

3.2 Pedestrian Push Button Station (PBS)

The PBS shall meet the following specifications:

Wiring	The PBS shall require only two wires from the traffic signal cabinet for each phase/crosswalk.
Speaker	8 ohms, 12 watt maximum, weather-proof
Push Button	ADA compliant, 2 inches in diameter, with raised arrow on the button plunger. The arrow on the PBS shall be configurable to one of four directions. Button shall be rated for 100+ million operations with less than 2 lb force.
Vibrator Power	Arrow button shall pulse at 20 Hz with .003 inch displacement against an applied 2 lb force.
Construction	Frame: Cast Aluminum, Powder Coated Message Sign: Aluminum, Powder Coated Ink Marking Push Button: Aluminum, Powder Coated PBS fasteners: Stainless Steel

3.3 Central Control Unit

The CCU provides power and data to the PBS's.

The CCU shall meet the following specifications:

- Shall be installed in the traffic signal cabinet and powered by the AC supply mains (115 VAC)
- Shall control up to 16 PBS's in a maximum of 4 channels up to 4 PBS's per channel
- Shall control up to four pedestrian channels, receiving its timing from Walk and Don't Walk signals
- Shall be able to self-test all PBS's and put a channel into pedestrian recall, should a PBS fail the self-test
- Shall be equipped with an Ethernet port to connect remote software
- Shall have conflict monitoring capability to monitor the PBS and ped-head lights and power off the channel if there is a conflict

3.4 Handheld Wireless Device

A handheld wireless device that is used for programming the System.

The handheld wireless device shall meet the following specifications:

- Shall use infrared technology with an LCD display to program PBS's as well as the CCU, with 4-digit password protection
- Shall be capable of setting all volumes and features of the APS system specific to the PBS's
- Shall be capable of setting/updating a single PBS or all PBS's on the intersection for most functions from a single PBS

ii. PEDESTRIAN COUNTDOWN SIGNAL HEAD

Pedestrian Countdown Signal Head shall be Dailight Part Number 430-6479-001XC Caltrans Compliant or approved equal with following properties:

MUTCD compliant for countdown applications

- Full preemption compatibility
- Up to 8 units can be connected in parallel without affecting the monitoring of the Hand/Person
- Manufactured with anti-capillary wires
- Three (3) Independent dedicated power supplies for added safety and reliability
- Conformal coated power supply
- Improved optical design to provide superior uniform appearance of the icons
- Transient suppression exceeds ITE and NEMA specifications (Up to 6KV ring wave)
- Units operate at 80-135VAC RMS, 60±3Hz

g. Payment

Full compensation for the removal of existing Push Button and installing new push button as described above shall be paid per Each (EA) to include all labor, equipment, material, hauling, disposal, electrical work, coordination and all appurtenant work to complete the task complete and fully operational.

Full compensation for the removal of existing Pedestrian Signal Head and installing new Pedestrian Head as described above shall be paid per Each (EA) to include all labor, equipment, material, hauling, disposal, electrical work, coordination and all appurtenant work to complete the task complete and fully operational.

M. STREET LIGHT

The Contractor shall furnish labor, equipment and materials to construct new street lights and replace luminaire of existing street lights.

a. Location

Approximate location of new lights is as shown on the plans and final location shall be determined by

the Engineer during construction.

a. Conduit and Conductors

i. Conduit

- a. Rigid metal galvanized conduit shall conform to Underwriter's Laboratory, Inc., standards for rigid steel conduit.
- b. Materials shall be recognized by the Underwriter's Laboratories, Inc. as having suitable characteristics when properly formed and treated, including rigid polyvinyl chloride (Schedule 40) for underground use, and rigid polyvinyl chloride (Schedule 80)-for use above ground and passing under roadways. PVC conduit shall be grey in color.
- c. Conduit or duct passing under roadways and pcc sidewalk shall be done by "Directional Boring" except at locations to be done only by trenching. However, all conduits passing through curb and gutter shall be done by boring.
- d. Conduit or duct shall be placed at the following depths below grade:
 - a 18" within parkways and medians, back of curbs, and under concrete sidewalks. 24" deep when crossing streets and/or alleys.
 - b Conduit shall be 1-1/4" diameter schedule 80.
 - c Galvanized rigid conduit shall be reamed when cut and shall be capped to prevent foreign objects from falling into pipe openings. The conduit shall remain capped until wire is pulled.
 - d All conduit in the base of the poles shall lean toward the hand hole and the ends shall not extend more than 3/4" above the bottom of the hand hole nor be terminated more than 2' below the bottom of the hand hole.
 - e Conduit shall be bent without crimping or flattening and shall have a radius of at least 6 times the diameter of the conduit.

e. Directional Boring.

It shall be the Contractor's responsibility to locate all existing utilities along the path of boring and ascertain that these utilities will not be affected in the boring operation. Any damages created because of the Contractor's boring operation on this project shall be the responsibility of the Contractor and shall be repaired to the satisfaction of the owner and the Engineer at the Contractor's expense.

PCC/AC pavement to be removed necessary for the construction of conduit shall be restored to the satisfaction of the Engineer. Pavement to be removed shall be done by saw cut to a true line.

Method and equipment used in boring shall be optional to the Contractor provided that

the proposed method is approved by the Engineer. Such approval, however, shall no way relieve the Contractor of the responsibility for making satisfactory installation meeting the criteria set forth herein.

ii. Conductors

- a.) Shall be copper and installed in conduit.
- b.) Shall be No. 8 AWG and No. 10 as shown on the plan
- c.) Splices shall be made only in pull boxes, pole bases or service panels, and shall be covered with acceptable insulating material equal in value to that of the conductors and painted with P and B paint or an approved equal.

b. BONDING AND GROUNDING

- 1.) Street lighting systems shall provide for electrical ground continuity.
- 2.) Systems utilizing metallic conduit shall have all conduit, electroliers, and all metallic components of the system bonded to each other.
- 3.) Systems utilizing nonmetallic conduit shall have a continuous conductor bonding together all street lights, and all metallic components of the system.
- 4.) Bonding conductors shall be solid copper wire with a minimum cross-sectional area equal to No. 8 AWG, or larger. All connections shall utilize UL approved ground clamps and brass nuts and bolts. One bonding conductor in each concrete street light base shall be looped up to a point to 2 inches above the bottom of the hand hole opening.
- 5.) Systems shall be bonded to a ground electrode at the service neutral, and at such additional locations as may be specified by the City Engineer.
- 6.) Bonding at street lighting standards and service pedestals shall be by means of a bonding wire connecting the conduit (or conduit ground wire) to the anchor bolts or ground electrode as the case may be.
- 7.) Grounding of metal conduit, service equipment, and the grounded conductor at service point shall be accomplished as required by the National Electrical Code and serving utility.
- 8.) For bonding purposes in all non-metallic type conduit, a bare or green insulated No. 8 copper wire shall be run continuously. Insulation must be stripped back a minimum of 10 inches at termination.
- 9.) Bonding of metallic conduit in concrete pull 1 boxes shall be by means of galvanized grounding bushings and bonding jumpers.

c. SERVICE AND FEED POINTS

- i. Electrical service (Service Enclosure) shall be constructed at locations in coordination with the SCE representative.
- d. INSPECTION AND TESTING
 - i. All street lighting systems shall be inspected by the Engineer.
 - ii. Shall be tested for the following:
 - a. Work shall be tested for continuity of each circuit and grounds in each circuit.
 - b. A megger test at 500 volts DC shall be made on each circuit between the circuit and a ground. The insulation resistance shall be not less than 10 megohms on all circuits.
 - c. A functional test in which it is demonstrated that each and every part of the system functions as specified or intended.
 - d. All lighting equipment shall be energized under as near actual service conditions as possible for three successive nights. During the third night of the test, all circuits shall be patrolled at least once by the contractor, and any inoperative equipment replaced or repaired.
 - e. Any fault in any material or in any part of the installation, which may be revealed by these tests shall be corrected by the contractor in a manner approved by the City Engineer and the same tests shall be related.

e. LIGHT POLE

Light Pole shall be constructed as shown on the plan per Caltrans Standard and Specifications.

The pole mounting height shall be 12'.

The existing PCC walk to be removed shall be the full width of sidewalk x reasonable length and it shall be restored with 4" PCC walk.

f. PULL BOXES

Pull boxes, covers and extensions shall be in accordance with Section 86-2.06, "Pull Boxes," of the State Standard Specifications.

Pull boxes, covers and extensions shall be pre-cast reinforced Portland Cement Concrete (PCC). Plastic pull boxes shall not be used.

Pull box covers shall be marked "STREET LIGHT". The marking shall be clearly defined and uniform in depth and may be placed parallel to either the long or short side of the cover. Covers shall be marked in accordance with Section 86-2.06B, "Cover Marking," of the Caltrans Standard Specifications.

Removal of PCC walk to construct and install pull boxes shall be done by saw cutting full depth to

a true line. The area of sidewalk to be removed shall be 1' wide and 1' length more than the area of the new pull box to be installed. The sidewalk shall be restored with 4" PCC walk.

Pull boxes or splice vaults shall not be installed in any part of a driveway, wheelchair ramp or other traveled way unless authorized by the Engineer.

Covers shall be provided with at least one recessed lifting bolt or bar as shown in the Standard Plans. The lifting bolts or bars shall be designed so as not to provide a path for electrical current to follow through the lid.

g. LUMINAIRE

All luminaires to be installed for the street lighting for this project shall be Leotek Green Cobra GCL1 80G, Multi Tap or approved equal.

a. SERVICE EQUIPMENT ENCLOSURE

- a.) Service Equipment Enclosure shall be Myers Pacific Utility Products Model USP16-M2100-112CTB or approved equal with the following properties:

ENCLOSURE: USP16
MTR SOCKET: 125A 4JAW W/TEST BLOCKS
MAIN: 100A 2P CB 240V (BR) 10K
BREAKERS: 30 A 1P CB (BR) 10K STREET LIGHTS
15A 1P CB (BR) 10K PE CONTROL
TERM. BLOCKS
CONTACTOR: 65A 3P EH LIGHTING

NAME PLATES:

PE SOCKET: TWIST LOCK PE CELL BY OTHERS
TEST SWITCH: TOGGLE
MOUNTING BASE: STEEL, WHITE
ENCLOSURE FINISH: SEAFOAM GREEN

- b.) Shall be constructed per Caltrans Standard as shown on the plan

- c.) Construction and installation shall be coordinated with SCE representative

h. PAYMENT

- 1.) Full compensation to furnish labor, equipment and materials for the construction of Light Pole shall be paid per Each (EA) and will include pole, foundation, mast arm, and luminaire shall, excavation, back fill, hauling and disposal, light conductors & wiring, restoration of sidewalk, complete and fully operational. No additional compensation shall be allowed.

- 2.) Full compensation to furnish labor, equipment and material for the construction and installation of Pull Boxes shall be paid per Each (EA) to include excavation, back filling, hauling, disposal, restoration of PCC walk. No additional compensation shall be allowed.
- 3.) Full compensation to furnish labor, equipment and materials to install conduit shall be paid per Linear Foot (LF) and measured from pull box to pull box to light pole's hand hole to include boring, trenching, removal and restoration of sidewalk, boring under curb and gutter, excavation, back filling, hauling, disposal, conductors, bonding and grounding, splicing, complete and fully energized. No additional compensation shall be allowed.
- 4.) Full compensation to furnish labor, equipment and materials to remove existing luminaire and install new LED luminaire shall be paid per EACH (EA) to include hauling, disposal, complete and fully operational. No additional compensation shall be allowed.
- 5.) Full compensation to furnish labor, equipment and materials to construct and install Service Equipment Enclosure shall be paid per each (EA) to include excavation, back filling, coordination, hauling and disposal, complete and fully operational. No additional compensation shall be allowed.

APPENDIX A - SAMPLE CONTRACT TO BE EXECUTED

CITY OF HUNTINGTON PARK**PUBLIC WORKS CONTRACT****STATE STREET ATP CYCLE I IMPROVEMENTS****City Contract No.:** _____

THIS AGREEMENT "Agreement" is made and entered into this ____ day of _____, by and between the CITY OF HUNTINGTON PARK, a Municipal Corporation located in the County of Los Angeles, State of California hereinafter called CITY, and _____, [a corporation/partnership/limited liability company corporation], located at _____ hereinafter called CONTRACTOR, collectively referred to as the Parties.

RECITALS

CITY, by its Notice Inviting Bids, duly advertised for written bids to be submitted on or before _____, for the following:

PACIFIC BLVD IMPROVEMENTS

in the City of HUNTINGTON PARK, California, hereinafter called PROJECT.

At _____ on said date, in the HUNTINGTON PARK Council Chambers, said bids were duly opened.

At its regular meeting held on _____, the CITY Council duly accepted the bid of CONTRACTOR for said PROJECT as being the lowest reasonable bid received and directed that a written contract be entered into with CONTRACTOR.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, said parties do hereby agree as follows:

ARTICLE I - CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, CONTRACTOR's Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this contract and all required bonds, insurance certificates, permits, notices and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

security.

Substitution of Securities for Retention. The contractor may deposit securities in lieu of the 5% progress payment retentions in accordance with California Public Contracts Code 22300.

ARTICLE IV - CONTRACTOR REPRESENTATIONS

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the said amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the CONTRACT DOCUMENTS.

In addition, CONTRACTOR hereby promises and agrees to comply with all of the provisions of both State and Federal law with respect to the employment of unauthorized aliens.

Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

Furthermore, CONTRACTOR hereby represents and warrants that it is not currently, and has not at any time within the past five (5) calendar years been, suspended, debarred, or excluded from participating in, bidding on, contracting for, or completed any project funded in whole or in part by any federally funded program, grant or loan, or any project funded in whole or in part by a program, loan or grant from the State of California, and that CONTRACTOR currently has and for the past five (5) calendar years has maintained in good standing, a valid California contractor's license. CONTRACTOR agrees to complete and execute any statement or certificate to this effect as may be required by the City or by any federal or State of California program, loan or grant utilized on this project.

ARTICLE V - COMMENCEMENT DATE

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued to CONTRACTOR by the Director of Community Development and Public Works of CITY and shall complete work on the PROJECT within ___ working days after City's Notice to Proceed with Construction.

ARTICLE VI - NO DISCRIMINATION

CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this CONTRACT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

CONTRACTOR hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONTRACTOR so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

ARTICLE VII - LABOR CODE REQUIREMENTS

Compliance with SB 854 Registration: This Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

Contractor acknowledges that under California Labor Code sections 1810 and following, 8 hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Agreement will be made available upon request from the City Engineer's Office.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2). The Contractor shall post WH-1321 ENGLISH and WH-1321 SPANISH at the work site.

Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing

wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

This is a federally-assisted CONSTRUCTION CONTRACT. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. Modification of Federal Wage Rates published within ten (10) days prior to the scheduled Bid Opening date shall apply to the contract.

The Contractor shall submit payroll records to the City weekly for each week in which any contract work is performed. The Contractor is also responsible for the submission of payroll records by all its Subcontractors performing any contract work on this Project.

The payroll records submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a) (3) (i) of 29 C.F.R. Part 5. Each payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract, and shall certify the following:

- The payroll records for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of 29 C.F.R. Part 5, and that such information is correct and complete;
- Each employee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. Part 3;
- Each employee has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

This information may be submitted in any form desired, however, Form WH-347 is provided as an optional template. The Contractor shall submit a Statement of Non-Performance for each week of work for which craft work was not performed.

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

The Contractor shall submit copies of apprentice certification(s) for each apprentice performing work on the Contract to accompany the first payroll record in which that apprentice appears. The City will recognize apprentice certifications from the U.S. Department of Labor and the California Division of Apprenticeship Standards. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

The CONTRACTOR's duty to pay State prevailing wages can be found under Labor Code Section 1770 et q. and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

The Contractor agrees that the City, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and for other reasons, such as employee interviews. If any site visit is made by the City on the premises of the Contractor or any of its Subcontractors under this Contract, the Contractor shall provide and shall require its Subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of City representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Contractor or Subcontractor(s).

If the work involves excavation of any trench five feet or more in depth the contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection. Such plan shall be approved by a qualified representative of the City. (LC 6705).

ARTICLE VIII - PROVISIONS REQUIRED BY LAW

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project. Such laws, rules and regulations shall include, but not be limited to the following.

Contractor's License.

The Contractor shall possess a type _____ California Contractor's license at the time of award of the Contract.

Ineligible Contractor Prohibited.

Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Contract.

Unfair Business Practices Claims.

The Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5,

California Public Contract Code.).

Hazardous Materials and Unknown Conditions:

- A. CONTRACTOR shall, without disturbing the condition, notify CITY in writing as soon as CONTRACTOR, or any of CONTRACTOR's subcontractors, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:
1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.
- B. Pending a determination by CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.
- C. CITY shall promptly investigate the reported conditions. If CITY, through its Director of Community Development and Public Works, or her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, then CITY shall issue a change order.
- D. In the event of a dispute between CITY and CONTRACTOR as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date, and shall proceed with all work to be performed under the Contract. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

ARTICLE IX - INDEMNITY

CONTRACTOR shall assume the defense of and indemnify and save harmless the CITY, its elective and appointive boards, officers, agents and employees from any and all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the CONTRACTOR's work pursuant to this Contract, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the Contract, regardless of responsibility of negligence; provided

- A. That CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason for the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with

CITY by CONTRACTOR, of any of the insurance policies hereinafter described in this AGREEMENT.

- B. That the aforesaid hold-harmless AGREEMENT by CONTRACTOR 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 of CONTRACTOR, or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- C. This hold harmless provision shall not apply to claims, loss, damage, injury or liability caused by the active negligence of City (Civil Code 2782).

ARTICLE X - BONDS

CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY a bond, or bonds, in a form satisfactory to the CITY, in the sum of one hundred percent (100%) of the Contract price thereof conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE XI - INSURANCE

CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required by the CONTRACT DOCUMENTS and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

- A. COMPENSATION INSURANCE - CONTRACTOR shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by CONTRACTOR. If any class of employees engaged in work under this Contract at the site of the PROJECT is not protected under any Workers' Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify CITY and Construction Manager (Transtech Engineers, Inc.) for any damage resulting to the CITY from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.
- B. COMPREHENSIVE GENERAL LIABILITY, PRODUCTS/ COMPLETED OPERATIONS HAZARD, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONTRACTOR shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect CITY, its elective and appointive boards, officers, agents and employees, CONTRACTOR, and any subcontractor performing work covered by this Contract, from claims for damage for personal injury, including death, as well as from claims for property damage which may arise from CONTRACTOR's or any subcontractor's operations under this contract, whether such operations be by CONTRACTOR or by any subcontractor, or by anyone directly or indirectly employed by either CONTRACTOR or any subcontractor, and the amounts of such insurance shall be

as follows:

1. Public Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
2. Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
3. Comprehensive Automobile Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000);
4. Contractual General Liability Insurance in an amount of not less than TWO MILLION DOLLARS (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth hereinabove.

- C. PROOF OF INSURANCE. The insurance required by this Contract shall be with insurers which are Best A rated, and California Admitted or better. The CITY shall be named as "additional insured" on all policies required hereunder, and CONTRACTOR shall furnish CITY, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONTRACTOR or any subcontractor to commence work under this Contract until CONTRACTOR has provided to the CITY the proof of insurance as required by subparagraph (C) of this article.

ARTICLE XII - ATTORNEY FEES

If either party to this Contract is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Contract, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees and costs. Attorney's fees shall include reasonable costs for investigating such action.

ARTICLE XIII - LIQUIDATED DAMAGES

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the CITY in the event the PROJECT is not commenced and/or completed on or before the dates specified for commencement and completion of the PROJECT in the CONTRACT DOCUMENTS. The parties have considered the facts of a breach of this contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the CITY in the event such work is not begun and/or completed and accepted by the times so specified in the CONTRACT DOCUMENTS, the sum of _____ DOLLARS (\$) shall be presumed to be the amount of damages suffered by the CITY for each calendar day's delay in the starting and/or completion and acceptance of said PROJECT

after the dates specified in the CONTRACT DOCUMENTS for the start and/or completion thereof, and CONTRACTOR hereby agrees to pay said sum _____ DOLLARS (\$) as liquidated damages for each calendar day of delay in the starting and/or completing and acceptance of said PROJECT beyond the dates specified in the CONTRACT DOCUMENTS. Any and all such liquidated damages assessed shall be done so in accordance with that certain edition of the *Standard Specification for Public Works Construction* currently in effect on the execution date of this Contract. The payment of such liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code § 3275 or § 3369.

CONTRACTOR: _____
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XIV - NOTICE OF COMPLETION

Upon completion of PROJECT and acceptance of same by the CITY, the CITY Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XV - NO ASSIGNMENT

This Contract shall not be assignable, either in whole or in part, by the CONTRACTOR without first obtaining the written consent of the CITY thereto. Such consent shall be within the CITY's sole discretion.

ARTICLE XVI - CUMULATIVE RIGHTS

The provisions of this CONTRACT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

ARTICLE XVII - TERMINATION

- A. Termination for Convenience. The CITY may terminate this contract, in whole or in part, with 30 days written notice to the CONTRACTOR when it is in the CITY's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to CITY to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the CITY, the

CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. The CONTRACTOR may terminate this contract, in whole, with 90 days written notice to the CITY.

- B. Termination for Default. If at any time the CONTRACTOR is determined to be in material breach of the Contract, a Notice of Potential Breach of Contract shall be prepared by the CITY, and will be served upon the CONTRACTOR and its sureties. If the CONTRACTOR continues to neglect or refuses to comply with the Contract or with the Notice of Potential Breach of Contract to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Contract for this Project.
- C. Waiver of Remedies for any Breach. In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

CONTRACTOR: _____
a California Corporation

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
President

by: _____
Mayor

ARTICLE XVIII – FEDERAL REQUIREMENTS

Notwithstanding any other provision of this Agreement, if the construction work covered under this Agreement is financed in whole or in part with assistance provided under a program of the U.S. Department of Housing and Urban Development or some other source of Federal funding, Contractor shall also comply with and cause its subcontractors to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276 et seq.). The Davis-Bacon Act requires the payment of wages to all laborers and mechanics at a rate not less than the minimum wage specified by the Secretary of Labor in the periodic wage rate determinations as described in the Federal Labor Standards Provisions (HUD-4010) available from the Agency's Compliance Division. If Contractor is required to comply with the Davis-Bacon Act, Contractor shall pay the higher of Davis-Bacon Act or state prevailing wages, on a trade-by-trade basis. By entering into this Agreement, Contractor certifies that it is not a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or if HUD funds are involved, to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24. Contractor agrees to include, or cause to be included, the above provision, to be applicable to contractors and subcontractors, in each contract and subcontract for work covered under this Agreement.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents papers and records of the Contractor and any subcontractors which are directly pertinent to this Agreement, for the purpose of

making audit, examination, excerpts and transcriptions. Contractor shall maintain all required records for three years after City makes final payments and all other pending matters are closed.

Contractor shall comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. §874, as supplemented in Department of Labor regulations. (29 C.F.R. part 3.)

Contractor shall ensure compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327 – 33, as supplemented by Department of Labor regulations. See 29 C.F.R. part 5.

Contractor and any subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 C.F.R. part 3.)

If the Compensation exceeds \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency (EPA) regulations, which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. (See *e.g.* 47 C.F.R. §18.36(i)(12).)

If the Compensation exceeds \$100,000 for construction or facility improvements, Contractor must observe the building requirements contained in Attachment B of OMB Circular A-110.

-----SIGNATURES ON FOLLOWING PAGE-----

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on the ____ day of _____, 20__, by their respective officers duly authorized in that behalf.

CITY OF HUNTINGTON PARK
a Municipal Corporation

by: _____
Karina Macias, Mayor

ATTEST:

by: _____
Donna Shwartz, City Clerk

APPROVED AS TO FORM

by: _____
_____, City Attorney

CONTRACTOR _____
a California Corporation

by: _____
President

by: _____
Secretary

GUARANTEE
TO THE CITY OF _____
STATE STREET ATP CYCLE I IMPROVEMENTS

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included _____ in _____ this _____ project:

_____("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for one year from the date on which a notice of completion for the work is recorded.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement or repairs performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement or repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorney's and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

(Signatures on next page)

Guarantor

Date

Contractor

By

Title

[NOTARY REQUIRED]

FAITHFUL PERFORMANCE BOND
STATE STREET ATP CYCLE I IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, as SURETY, are held and firmly bound unto the City of HUNTINGTON PARK, in the penal sum of _____ dollars (\$ _____), which is 100 percent of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract with the City for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of the City; provided that any alternations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alternations are hereby waived by SURETY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY*

* Provide CONTRACTOR/SURETY name, address and telephone number and the name, title, address and telephone number for authorized representative.

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC: _____

LABOR AND MATERIAL PAYMENT BOND
STATE STREET ATP CYCLE I IMPROVEMENTS

WHEREAS, _____, as Principal, has entered into a contract dated _____, _____, (the "Contract") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____ and all appurtenant work in accordance with the plans and specifications for Project No. _____, which requires Principal to file this bond to secure claims made under Civil Code Section 9100 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all subcontractors, laborers, materialpersons and other persons employed in the performance of the referenced Contract, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, which is 100% of the amount of the Contract, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

The address at which the Principal may be served with notices, papers and other documents is:

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

On _____, before me, _____ (here insert name and title of the officer), personally appeared _____, 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 true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND --

(Proof of signature authorization or power of attorney must be attached)

APPENDIX B - PROJECT PLANS

GENERAL CONSTRUCTION NOTES

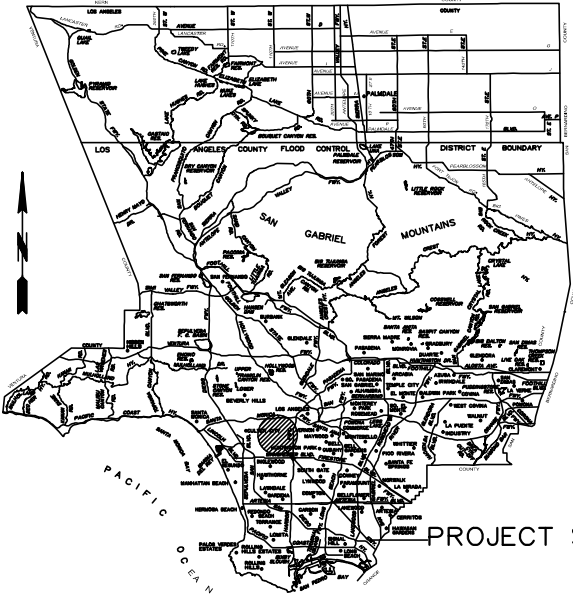
1. ALL WORK SHALL CONFORM TO THE "STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", LATEST EDITION, INCLUDING SUPPLEMENTS, AND THE CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS "STANDARD PLANS AND SPECIFICATIONS".
2. APPLICATION FOR INSPECTION TO THE CITY OF HUNTINGTON PARK DEPARTMENT OF PUBLIC WORKS SHALL BE MADE BY THE CONTRACTOR BEFORE THE SERVICES THEREOF WILL BE REQUIRED. REQUESTS FOR INSPECTION SHALL BE MADE 48 HOURS IN ADVANCE OF REQUIRED INSPECTION. CALL PUBLIC WORKS DEPARTMENT AT 323-584-6274 TO REQUEST FOR INSPECTION.
3. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE COMPLETED WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL STREET CENTERLINE MONUMENTS AND REPLACEMENT OF DISTURBED OR COVERED EXISTING MONUMENTS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY TO THE CITY ENGINEER'S OFFICE, PERMIT SECTION, PRIOR TO CONSTRUCTION FOR AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
8. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
9. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL EXISTING UTILITIES ABOVE AND BELOW GROUND. ANY POTENTIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEER FOR REVIEW AND RECOMMENDATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL REQUIRED ADJUSTMENTS TO EXISTING AND PROPOSED UTILITIES AS DEEMED NECESSARY AND AS RECOMMENDED BY THE CITY ENGINEER AND SHALL BE RESPONSIBLE FOR ALL ASSOCIATED COORDINATION AND DELAYS. THE COST SHALL BE INCLUDED IN THE VARIUS AND ALL CONTRACT ITEMS FOR THIS PROJECT WITH NO ADDITIONAL COMPENSATION ALLOWED.
10. ALL TRAFFIC CONTROL DEVICES, SIGNS, MARKINGS OR STRIPING SHALL BE IN PLACE PRIOR TO PAVING. STREET STRIPING SHALL BE COMPLETED PRIOR TO STREET OPENING. TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY ENGINEER.
11. DRIVEWAY INFORMATION IS TENTATIVE. CONTRACTOR SHALL CONSULT WITH THE CITY ENGINEER PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) AS REQUIRED PRIOR TO THE START OF WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT UTILITY IMMEDIATELY.
13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, HE SHALL BEAR THE TOTAL COST OF REPAIR OR REPLACEMENT.
14. THE CONTRACTOR SHALL NOT CONDUCT ANY OPERATIONS OR PERFORM ANY WORK PERTAINING TO THE PROJECT BETWEEN 5:00 P.M. AND 7:00 A.M. ON ANY DAY NOR ON SATURDAY, SUNDAY, HOLIDAY AT ANY TIME EXCEPT AS APPROVED BY THE ENGINEER.
15. TREES, FOLIAGE, SIGNS, AND OTHER IMPROVEMENTS SHALL BE PROTECTED IN PLACE AND ANY DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPLACED IN KIND.
16. THE CONTRACTOR IS ADVISED THAT ALL EXCAVATED MATERIALS SHALL BECOME HIS PROPERTY AND SHALL BE REMOVED FROM THE JOB-SITE UNLESS INSTRUCTED BY THE CITY ENGINEER TO DO OTHERWISE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE DURING ALL PHASES OF THE WORK TO PROVIDE FOR PUBLIC SAFETY AND CONVENIENCE. THE CONTRACTOR SHALL ESTABLISH ADEQUATE ACCESS TO DRIVEWAYS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE CITY ENGINEER.
18. THE CONTRACTOR SHALL ADJUST ALL UTILITIES COVERS TO FINISHED GRADE WITHIN THE LIMITS OF THE PROPOSED IMPROVEMENTS. ALL COST ASSOCIATED WITH UTILITY ADJUSTMENT AND RELOCATION SHALL BE INCLUDED IN THE ALL THE BID ITEMS FOR THIS CONTRACT WITH NO ADDITIONAL COMPENSATION ALLOWED.

CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPARTMENT

STATE STREET ATP CYCLE I IMPROVEMENTS
FROM SANTA ANA TO RANDOLPH ST



LOCATION SITE KEY MAP
NOT TO SCALE



LOCATION MAP

INDEX OF DRAWINGS

SHEET 1	TITLE SHEET
SHEET 2-16	IMPROVEMENT PLANS
SHEET 17	DETAILS

UTILITY INFORMATION:

COMPANY NAME	CONTACT	ADDRESS	PHONE NUMBER
AT&T	MAILBOX	600 E. GREEN ST. 3RD. FLOOR PASADENA, CA 91101	(510) 645-2929
CHARTER	JESSE GONZALEZ	4781 IRWINDALE AVE IRWINDALE, CA 91706	(626) 430-3570
EXXON MOBIL PIPELINE	TERI SHINDE	12851 E 166TH ST CERRITOS, CA 90703	(310) 212-1794
LEVEL 3 COMMUNICATIONS	JOHN TRUJILLO	1025 ELDORADO BLVD BROOMFIELD, CO 80021	(720) 888-4465
SOUTHERN CALIFORNIA EDISON	KIM GURULE	PO BOX 11982 SANTA ANA, CA 92711	(714) 796-9999
SOUTHERN CALIFORNIA GAS	GALE ETHERLY	701 N BULLIS RD COMPTON, CA 90221	(310) 687-2020
MCI (VERIZON WIRELESS)	DEAN BOYERS	2400 N GLENVILLE DR RICHARDSON, TC 75082	(972) 729-6322
ZAYO FNA ABOVENET	GEORGE HUSS	1060 HARDESS DRIVE ABERDENN, MD 21001	(443) 403-2023
CITY OF HP WATER DEPT	MARIO LOPEZ		(323) 584-6274
SEWER MAINTENANCE DEPT.			(626) 458-5100

NOTICE TO CONTRACTOR

APPROVAL OF THIS PLAN BY THE ENGINEER AND CITY ENGINEER DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF OR THE EXISTENCE OR NONEXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.



Underground Service Alert
Call: TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____
SUBMITTED:	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
DATE	_____	_____	_____	_____	_____

NOT FOR CONSTRUCTION



PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
	JUN 16 2017
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

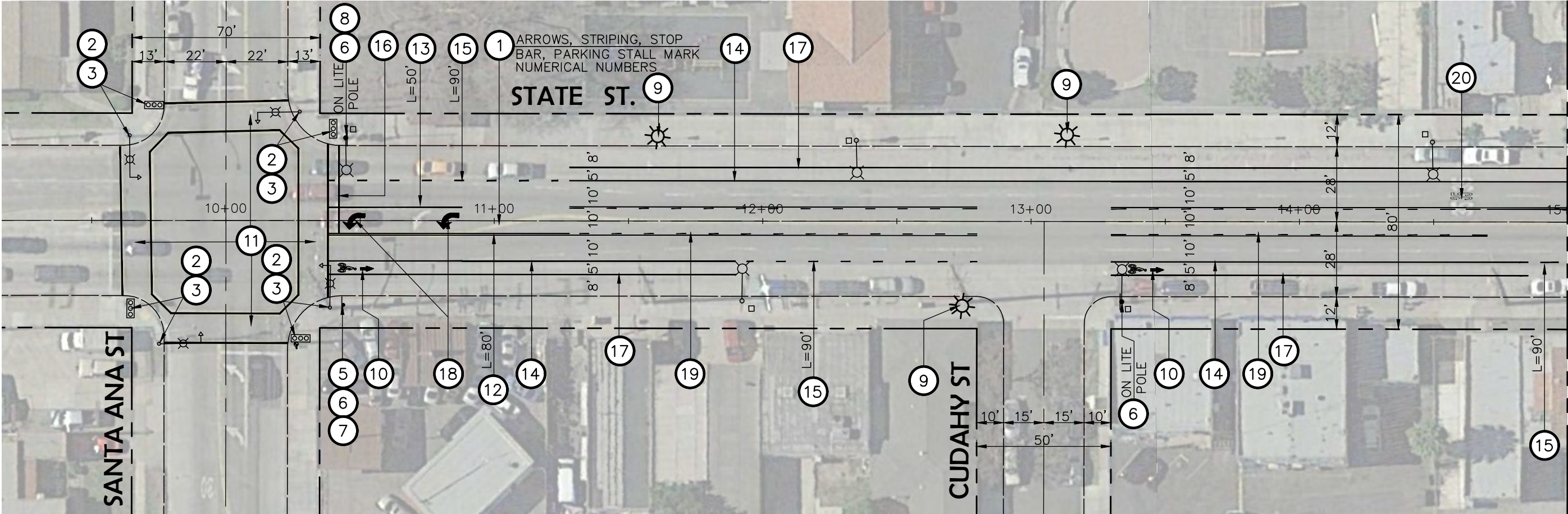
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STEET ATP CYLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

TITLE SHEET

TITLE, GENERAL NOTES, LOCATION SITE KEY
MAP, UTILITY INFORMATION & INDEX OF
DRAWINGS

SHEET 1 OF 17 SHEETS
DWG. NO.



MATCHLINE 15+00.00 SEE SHEET 3





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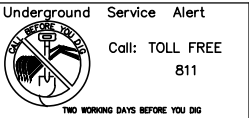
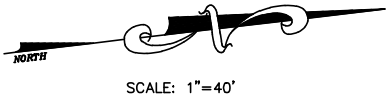
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- 4 FURNISH AND CONSTRUCT PARKWAY DECORATIVE ACORN AND GLOBE FITTER ASSEMBLY LIGHTING BY ANP LIGHTING PER DETAIL ON SHEET XX OR APPROVED EQUAL
- 5 CONSTRUCT SIGN POST INCLUDING FOUNDATION PER DETAIL ON SHEET 16
- 6 INSTALL BIKE LANE R81 (CA) SIGN PER CA MUTCD ON SIGN POLE OR LIGHT POLE AS SHOWN ON THE PLAN
- 7 INSTALL BEGIN SIGN PER CA MUTCD R81A

- 8 INSTALL END SIGN PER CA MUTCD R81B
- 9 CONSTRUCT DECORATIVE GLOBE FITTER ASSEMBLY LIGHTING BY ANP LIGHTING OR APPROVED EQUAL PER DETAIL ON SHEET 16
- 10 PLACE BIKE LANE SYMBOL MARKING PER CA MUTCD: BIKE LANE SYMBOL WITH DISPLAY WITH PERSON PER CALTRANS RSP A24C AND BIKE LANE ARROW PER CALTRANS RSP A24A
- 11 REPAINT EXISTING CROSSWALKS PER CALTRANS RSP A24F
- 12 PAINT DOUBLE YELLOW PER CALTRAN STD PLAN A20A, DETAIL 22
- 13 PAINT 8" WIDE WHITE CHANNELIZING LINE PER CLATTRANS STD PLAN A20D, DETAIL 38
- 14 PAINT 6" WIDE WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39
- 15 PAINT 6" WIDE WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39A
- 16 PAINT 12" WHITE LIMIT (STOP) LINE PER CALTRANS RSP A24E
- 17 PAINT 4" WHITE LANE LINE PER STD. PLAN CALTRANS A20A

- 18 PAINT TYPE IV(L) PAVEMENT MARKINGS ARROWS PER CALTRANS RSP A24A
- 19 PAINT TWO WAY LEFT TURN LANE PER CALTRANS STD PLAN A20B, DETAIL 32
- 20 PAINT NUMERALS 30 OR 35 (SEE PLAN) PER CALTRANS STD RSP A24C
- 21 PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D

LIGHTING LEGEND


-  PROP. CANDLE STICK LIGHT
-  EXIST. STREET LIGHT
-  EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
-  EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
DATE					
SUBMITTED:					
DATE					

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PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
	J.N. 16357
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

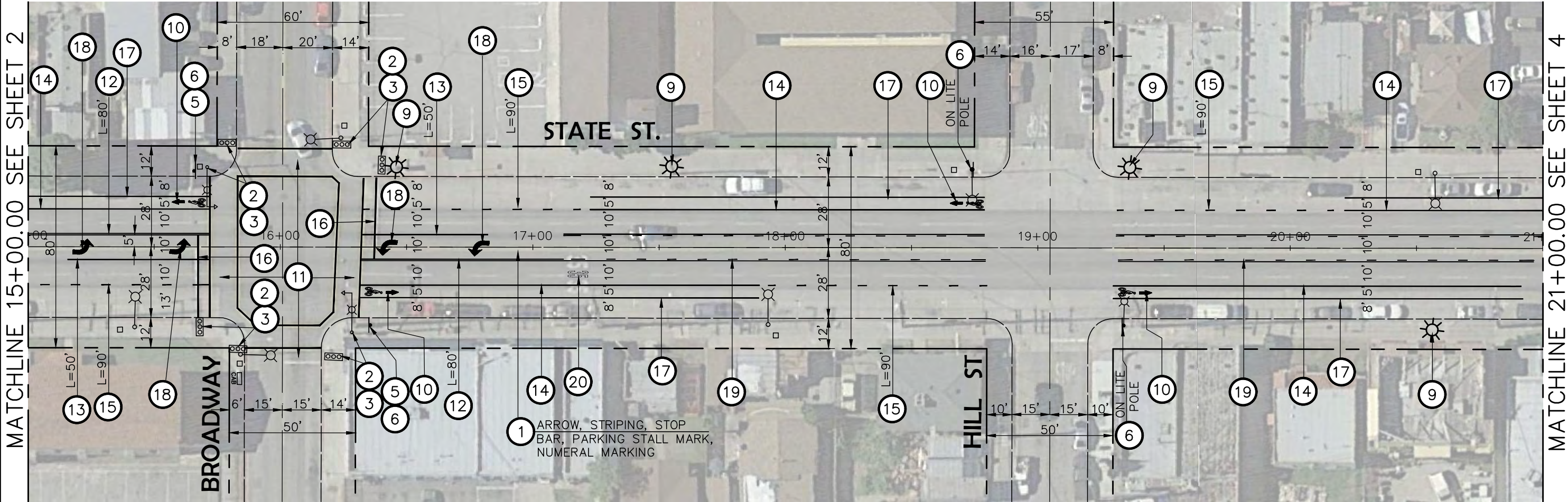
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STREET ATP CYCLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 9+50.00 TO STA. 15+00.00

SHEET 2 OF 17 SHEETS

DWG. NO.



CONSTRUCTION NOTES:

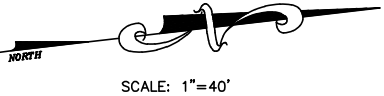
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APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
_____ DATE					
SUBMITTED:					
_____ DATE					

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PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
TRANSTECH	J.N. 16357
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

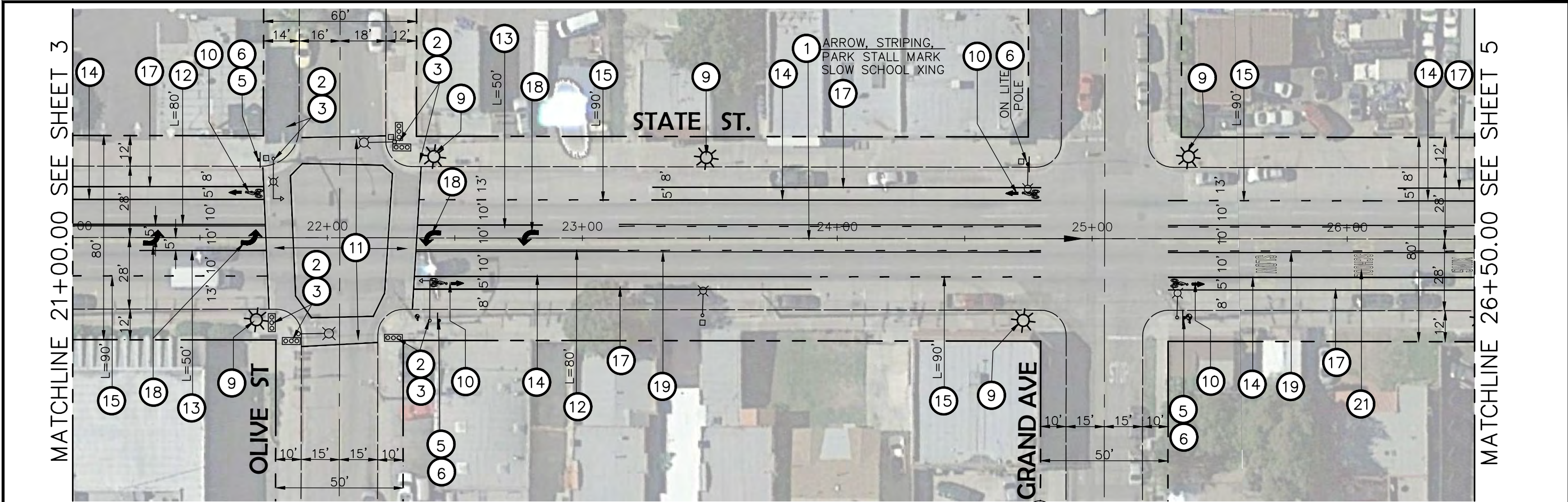
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STEET ATP CYCLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 15+00.00 TO STA. 21+00.00

SHEET 3 OF 17 SHEETS

DWG. NO.



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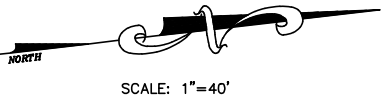
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- 5 CONSTRUCT SIGN POST INCLUDING FOUNDATION PER DETAIL ON SHEET 16
- 6 INSTALL BIKE LANE R81 (CA) SIGN PER CA MUTCD ON SIGN POLE OR LIGHT POLE AS SHOWN ON THE PLAN
- 7 INSTALL BEGIN SIGN PER CA MUTCD R81A

- 8 INSTALL END SIGN PER CA MUTCD R81B
- 9 CONSTRUCT DECORATIVE GLOBE FITTER ASSEMBLY LIGHTING BY ANP LIGHTING OR APPROVED EQUAL PER DETAIL ON SHEET 16
- 10 PLACE BIKE LANE SYMBOL MARKING PER CA MUTCD: BIKE LANE SYMBOL WITH DISPLAY WITH PERSON PER CALTRANS RSP A24C AND BIKE LANE ARROW PER CALTRANS RSP A24A
- 11 REPAINT EXISTING CROSSWALKS PER CALTRANS RSP A24F
- 12 PAINT DOUBLE YELLOW PER CALTRAN STD PLAN A20A, DETAIL 22
- 13 PAINT 8" WIDE WHITE CHANNELIZING LINE PER CLATTRANS STD PLAN A20D, DETAIL 38
- 14 PAINT 6" WIDE WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39
- 15 PAINT 6" WIDE WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39A
- 16 PAINT 12" WHITE LIMIT (STOP) LINE PER CALTRANS RSP A24E
- 17 PAINT 4" WHITE LANE LINE PER STD. PLAN CALTRANS A20A

- 18 PAINT TYPE IV(L) PAVEMENT MARKINGS ARROWS PER CALTRANS RSP A24A
- 19 PAINT TWO WAY LEFT TURN LANE PER CALTRANS STD PLAN A20B, DETAIL 32
- 20 PAINT NUMERALS 30 OR 35 (SEE PLAN) PER CALTRANS STD RSP A24C
- 21 PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D

LIGHTING LEGEND

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



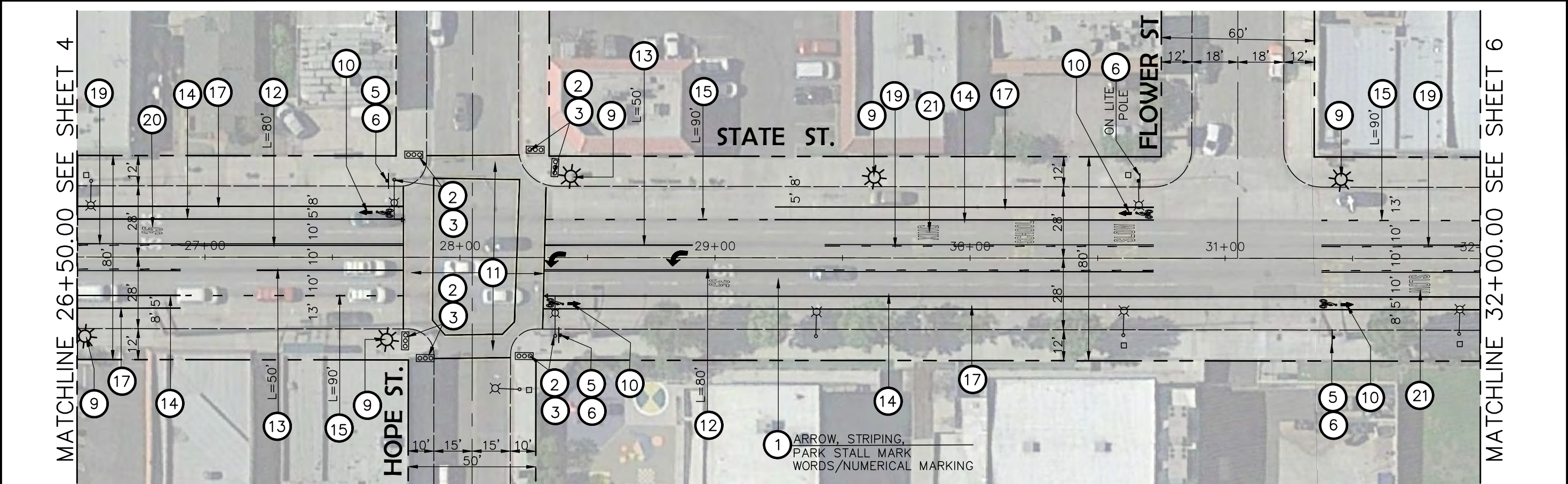
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DATE	REVISIONS
SUBMITTED:	REVISED BY
DATE	APPROVED BY
	DATE

NOT FOR CONSTRUCTION				
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PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPT.	
STATE STREET ATP CYCLE 1 IMPROVEMENTS FROM SANTA ANA ST. TO RANDOLPH ST	
IMPROVEMENT PLAN FROM STA. 21+00.00 TO STA. 26+50.00	
SHEET 4 OF 17 SHEETS	DWG. NO.



CONSTRUCTION NOTES:

- 1 REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER

2 REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND FURNISH AND INSTALL NEW POLARA EZ-COMM 2 WIRE APS PED PUSH BUTTON SYSTEM OR APPROVED EQUAL

3 REMOVED EXISTING PEDESTRIAN HEAD SIGNAL AND MOUNTING AND FURNISH AND INSTALL NEW COUNTDOWN PEDESTRIAN HEAD SIGNAL (MODULAR COUNTDOWN TYPE III WITH INTERNATIONAL SYMBOL) AND MOUNTING, CALTRANS COMPLIANCE, 430-6479-001 XC DIALIGHT OR APPROVED EQUAL TO INCLUDE FRAMEWORK, HOUSING AND COUNTDOWN LED

4 FURNISH AND CONSTRUCT PARKWAY DECORATIVE ACORN AND GLOBE FITTER ASSEMBLY LIGHTING BY ANP LIGHTING PER DETAIL ON SHEET XX OR APPROVED EQUAL

5 CONSTRUCT SIGN POST INCLUDING FOUNDATION PER DETAIL ON SHEET 16

6 INSTALL BIKE LANE R81 (CA) SIGN PER CA MUTCD ON SIGN POLE OR LIGHT POLE AS SHOWN ON THE PLAN

7 INSTALL BEGIN SIGN PER CA MUTCD R81A
- 8 INSTALL END SIGN PER CA MUTCD R81B

9 CONSTRUCT DECORATIVE GLOBE FITTER ASSEMBLY LIGHTING BY ANP LIGHTING OR APPROVED EQUAL PER DETAIL ON SHEET 16

10 PLACE BIKE LANE SYMBOL MARKING PER CA MUTCD: BIKE LANE SYMBOL WITH DISPLAY WITH PERSON PER CALTRANS RSP A24C AND BIKE LANE ARROW PER CALTRANS RSP A24A

11 REPAINT EXISTING CROSSWALKS PER CALTRANS RSP A24F

12 PAINT DOUBLE YELLOW PER CALTRAN STD PLAN A20A, DETAIL 22

13 PAINT 8" WIDE WHITE CHANNELIZING LINE PER CLATRANS STD PLAN A20D, DETAIL 38

14 PAINT 6" WIDE WHITE BIKE LANE LINE PER CALTRANS STD PLAN A20D, DETAIL 39

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16 PAINT 12" WHITE LIMIT (STOP) LINE PER CALTRANS RSP A24E

17 PAINT 4" WHITE LANE LINE PER STD. PLAN CALTRANS A20A
- 18 PAINT TYPE IV(L) PAVEMENT MARKINGS ARROWS PER CALTRANS RSP A24A

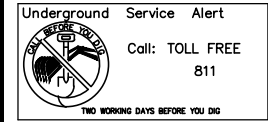
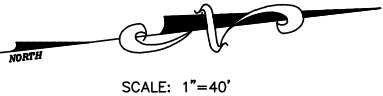
19 PAINT TWO WAY LEFT TURN LANE PER CALTRANS STD PLAN A20B, DETAIL 32

20 PAINT NUMERALS 30 OR 35 (SEE PLAN) PER CALTRANS STD RSP A24C

21 PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D

LIGHTING LEGEND

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



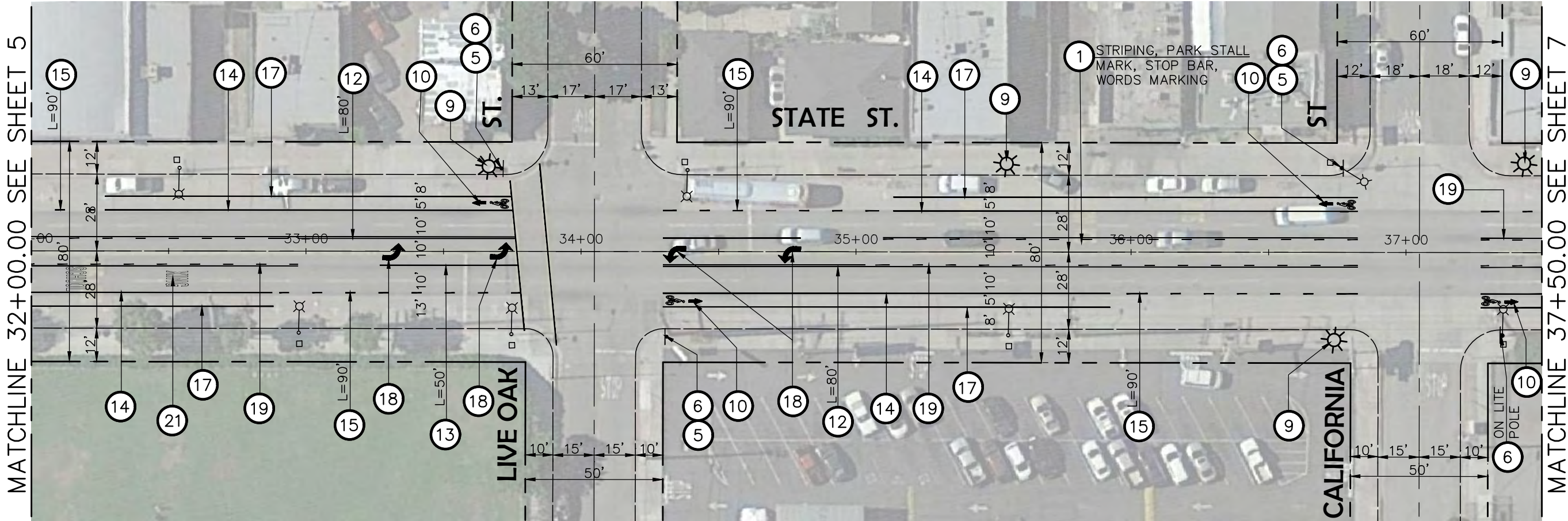
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SUBMITTED:					
DATE					

NOT FOR CONSTRUCTION



PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPT.	
STATE STEET ATP CYCLE I IMPROVEMENTS FROM SANTA ANA ST. TO RANDOLPH ST	
IMPROVEMENT PLAN FROM STA. 26+50.00 TO STA. 32+00.00	
SHEET 5 OF 17 SHEETS	DWG. NO.



- CONSTRUCTION NOTES:**
 - REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER
 - REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND FURNISH AND INSTALL NEW POLARA EZ-COMM 2 WIRE APS PED PUSH BUTTON SYSTEM OR APPROVED EQUAL
 - REMOVED EXISTING PEDESTRIAN HEAD SIGNAL AND MOUNTING AND FURNISH AND INSTALL NEW COUNTDOWN PEDESTRIAN HEAD SIGNAL (MODULAR COUNTDOWN TYPE III WITH INTERNATIONAL SYMBOL) AND MOUNTING, CALTRANS COMPLIANCE, 430-6479-001 XC DIALIGHT OR APPROVED EQUAL TO INCLUDE FRAMEWORK, HOUSING AND COUNTDOWN LED
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 - CONSTRUCT SIGN POST INCLUDING FOUNDATION PER DETAIL ON SHEET 16
 - INSTALL BIKE LANE R81 (CA) SIGN PER CA MUTCD ON SIGN POLE OR LIGHT POLE AS SHOWN ON THE PLAN
 - INSTALL BEGIN SIGN PER CA MUTCD R81A
 - INSTALL END SIGN PER CA MUTCD R81B
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 - PAINT 4" WHITE LANE LINE PER STD. PLAN CALTRANS A20A
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 - PAINT TWO WAY LEFT TURN LANE PER CALTRANS STD PLAN A20B, DETAIL 32
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 - PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D
- LIGHTING LEGEND**

	PROP. CANDLE STICK LIGHT
	EXIST. STREET LIGHT
	EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
	EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT

SCALE: 1"=40'
- CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STEET ATP CYLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 32+00.00 TO STA. 37+00.00

SHEET 6 OF 17 SHEETS

DWG. NO.

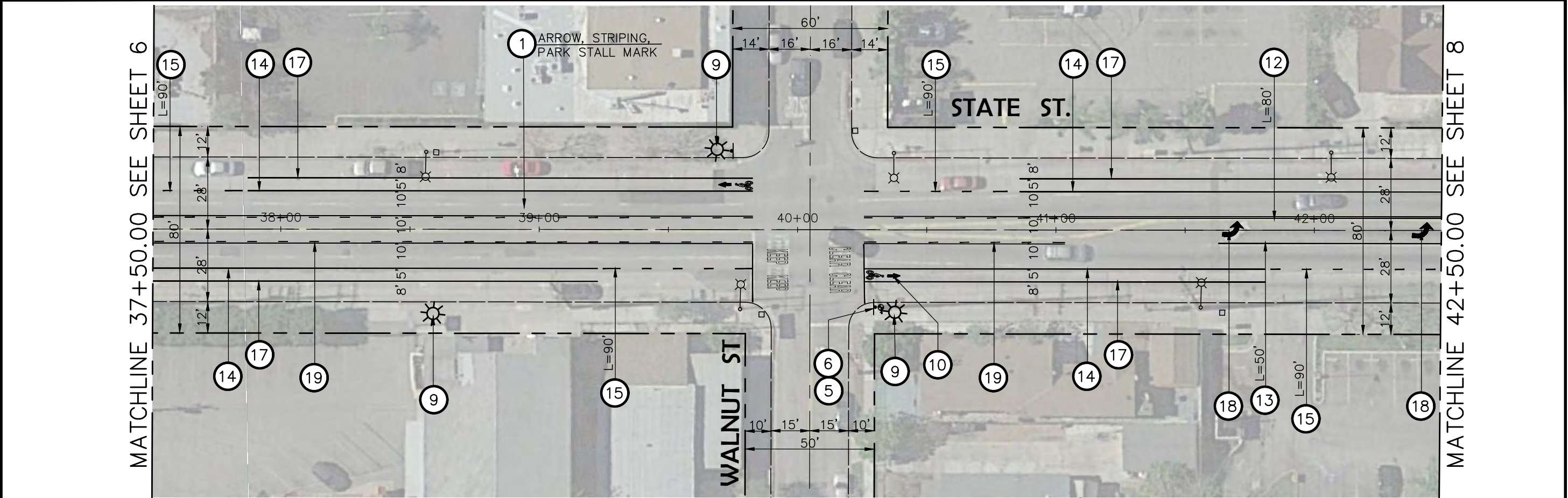


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DATE					
SUBMITTED:					
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PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
	J.N. 16357
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE



CONSTRUCTION NOTES:

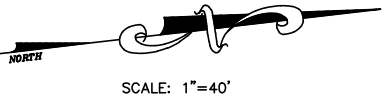
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LIGHTING LEGEND

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
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- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



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DATE	REVISIONS
SUBMITTED:	REVISED BY
DATE	APPROVED BY
	DATE

NOT FOR CONSTRUCTION



PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

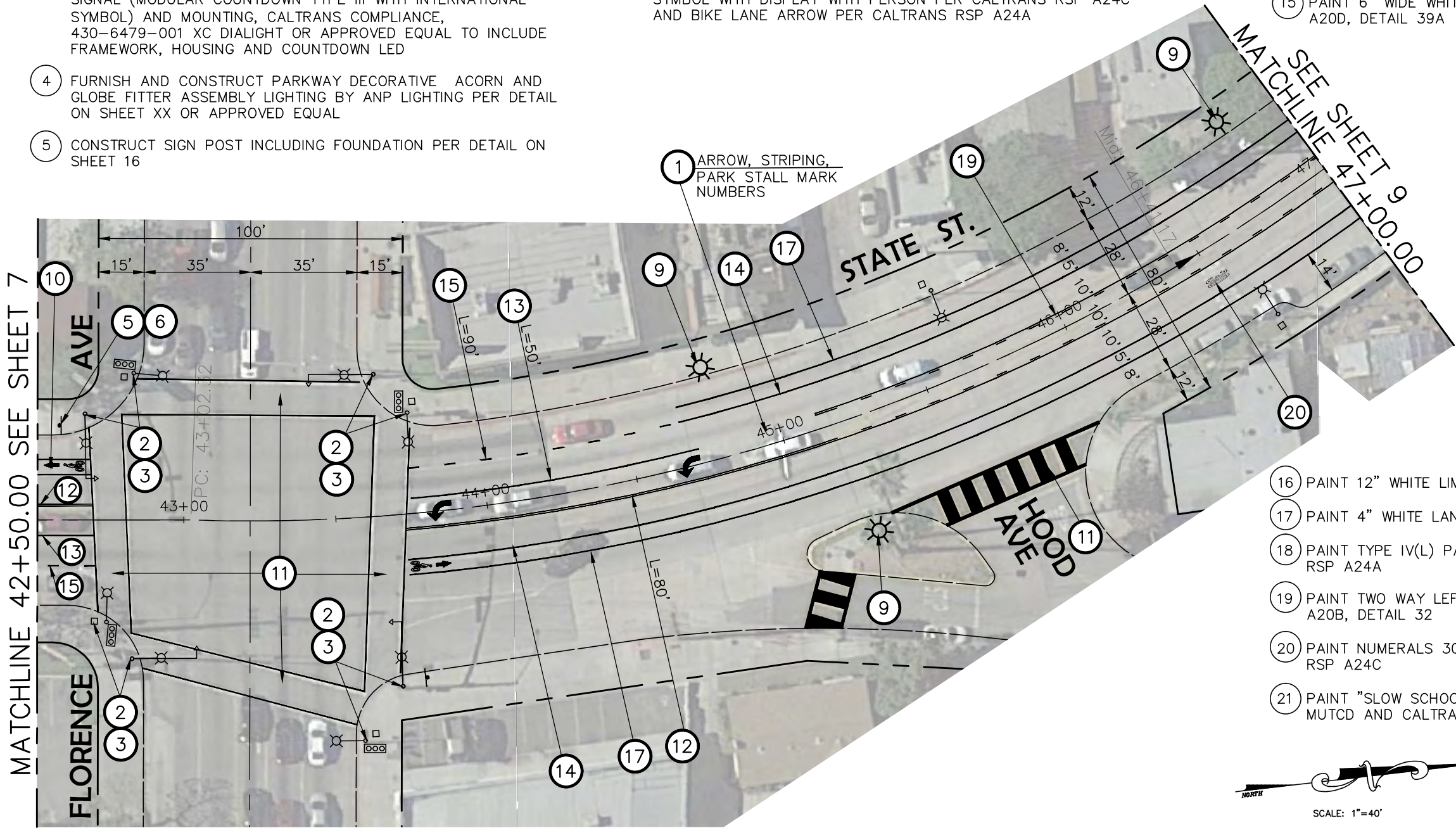
CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPT.		
STATE STREET ATP CYCLE 1 IMPROVEMENTS FROM SANTA ANA ST. TO RANDOLPH ST		
IMPROVEMENT PLAN FROM STA. 37+50.00 TO STA. 42+50.00		
SHEET 7 OF 17 SHEETS		DWG. NO.

CONSTRUCTION NOTES:

- 1 REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER
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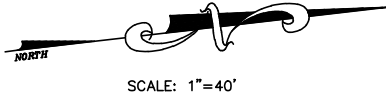


LIGHTING LEGEND

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT

- 16 PAINT 12" WHITE LIMIT (STOP) LINE PER CALTRANS RSP A24E
- 17 PAINT 4" WHITE LANE LINE PER STD. PLAN CALTRANS A20A
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- 21 PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D

MATCHLINE 42+50.00 SEE SHEET 7



APPROVED:	NO.
DATE	REVISIONS
SUBMITTED:	REVISED BY
DATE	APPROVED BY
	DATE

NOT FOR CONSTRUCTION



PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
JOSEPH D. DE PERALTA, R.C.E. C056508	J.N. 16357
DATE	

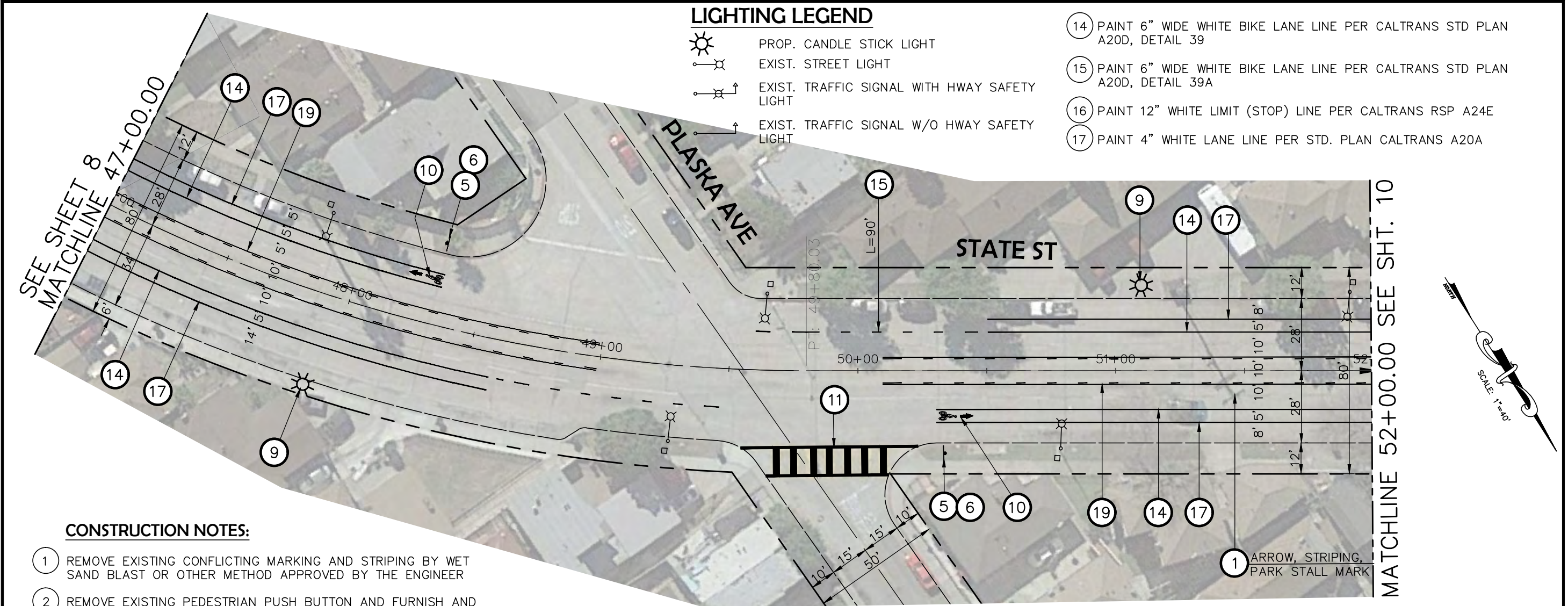
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STREET ATP CYCLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 42+50.00 TO STA. 47+00.00

SHEET 8 OF 17 SHEETS

DWG. NO.



CONSTRUCTION NOTES:

- 1 REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER
- 2 REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND FURNISH AND INSTALL NEW POLARA EZ-COMM 2 WIRE APS PED PUSH BUTTON SYSTEM OR APPROVED EQUAL
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- 21 PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D



APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
DATE					
SUBMITTED:					
DATE					

NOT FOR CONSTRUCTION



PREPARED BY:
TRANSTECH
13367 BENSON AVE.
CHINO, CA. 91710
(909) 595 8599
J.N. 16357
JOSEPH D. DE PERALTA, R.C.E. C056508
DATE

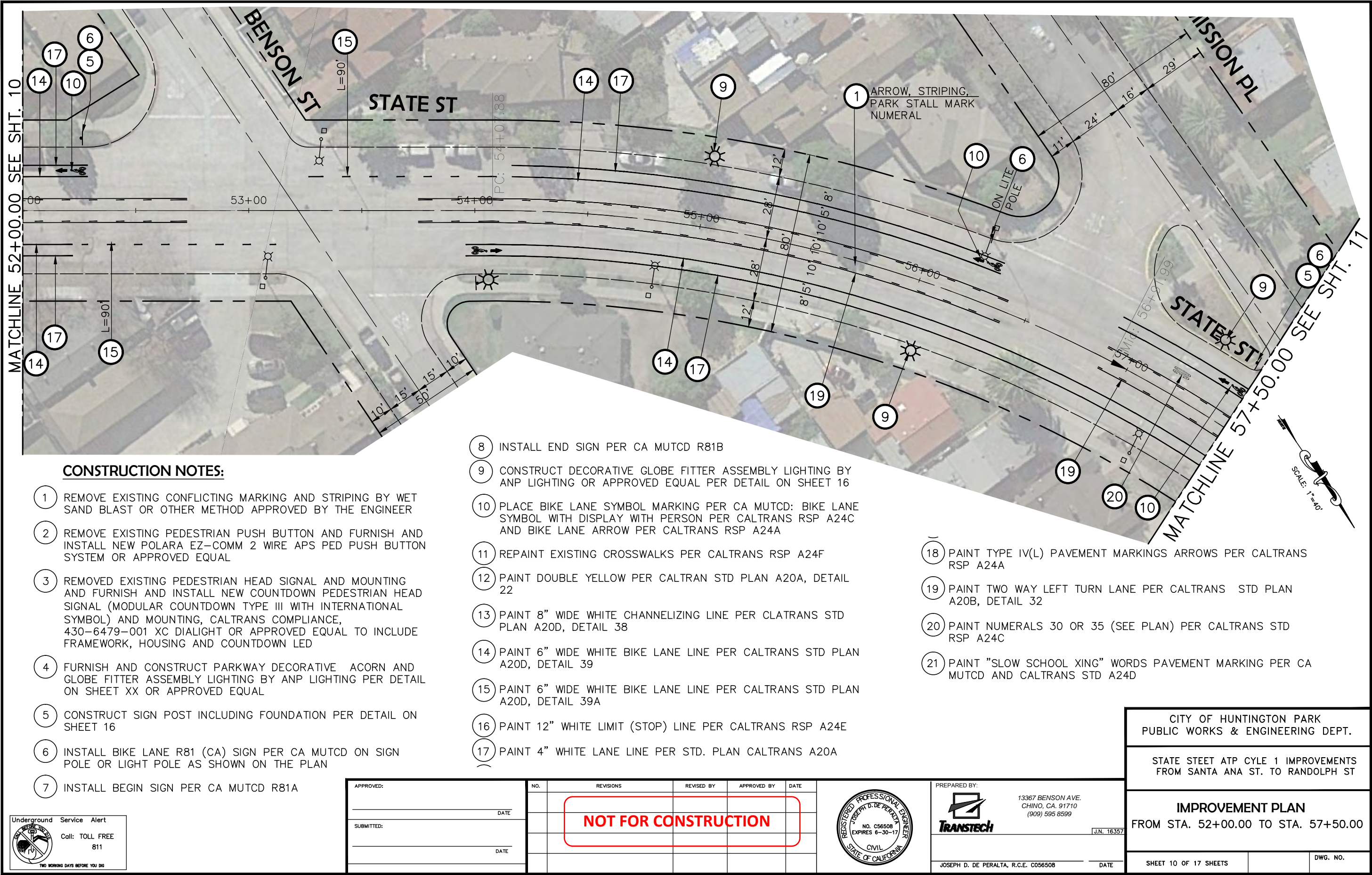
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STEET ATP CYLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 47+00.00 TO STA. 52+00.00

SHEET 9 OF 17 SHEETS

DWG. NO.



CONSTRUCTION NOTES:

- 1 REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER
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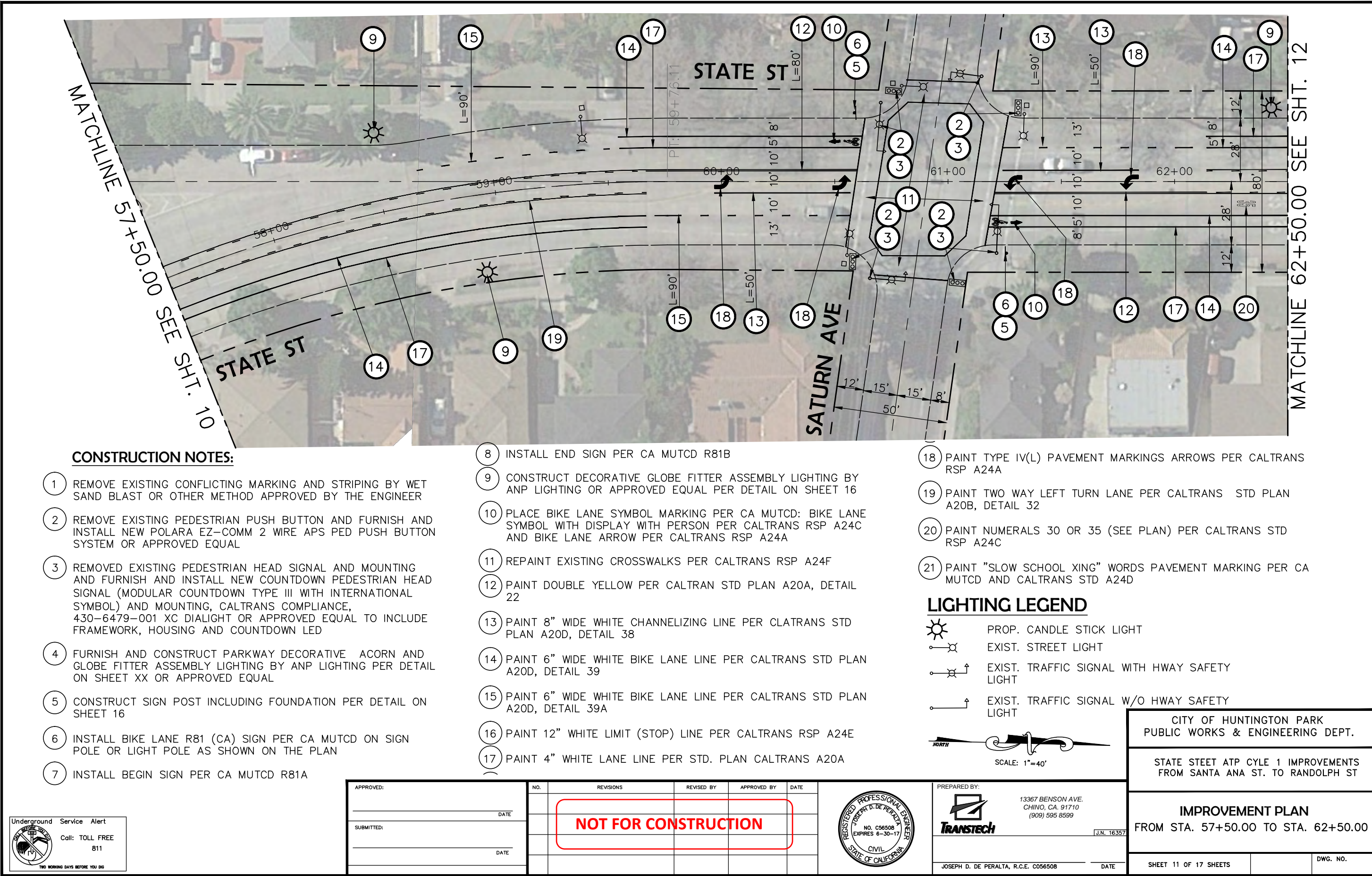
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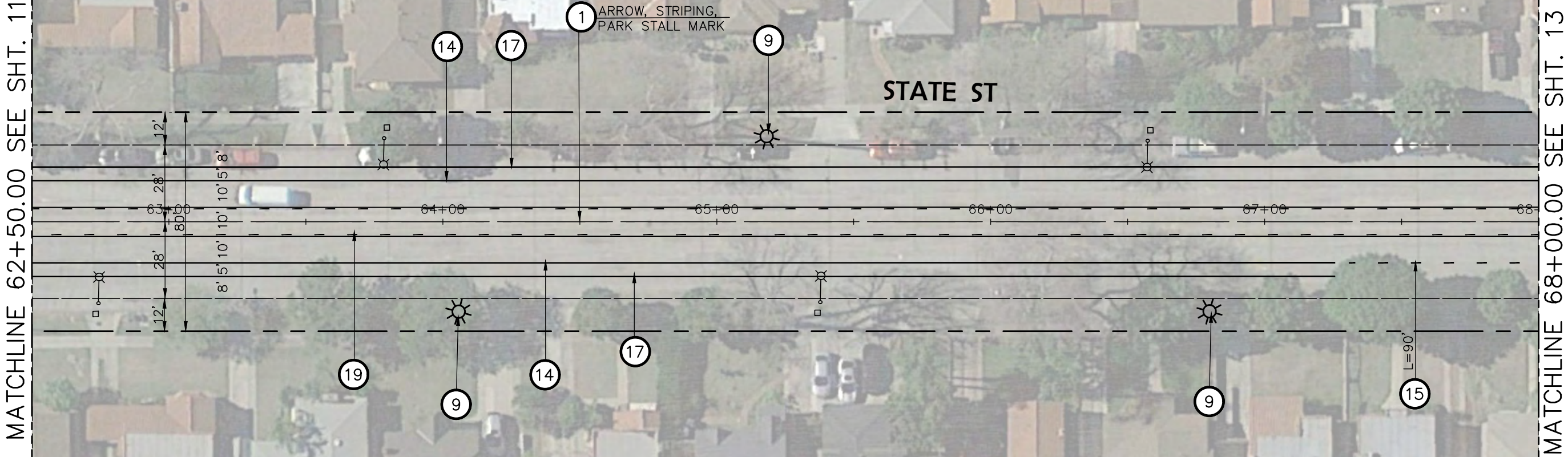
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PREPARED BY:
TRANSTECH
13367 BENSON AVE.
CHINO, CA 91710
(909) 595 8599
J.N. 16357
JOSEPH D. DE PERALTA, R.C.E. C056508
DATE

CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPT.	
STATE STEET ATP CYLE 1 IMPROVEMENTS FROM SANTA ANA ST. TO RANDOLPH ST	
IMPROVEMENT PLAN FROM STA. 52+00.00 TO STA. 57+50.00	
SHEET 10 OF 17 SHEETS	DWG. NO.





CONSTRUCTION NOTES:

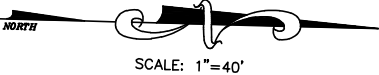
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LIGHTING LEGEND

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



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DATE					
SUBMITTED:					
DATE					

NOT FOR CONSTRUCTION



PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

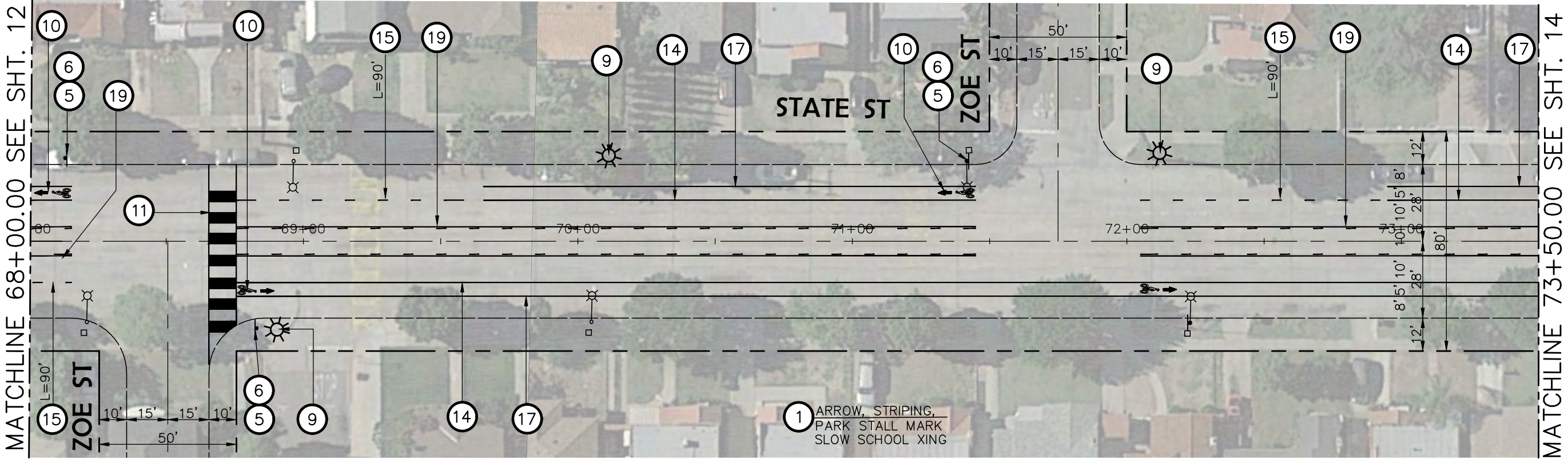
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

STATE STEET ATP CYLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 62+50.00 TO STA. 68+00.00

SHEET 12 OF 17 SHEETS

DWG. NO.



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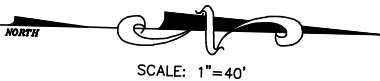
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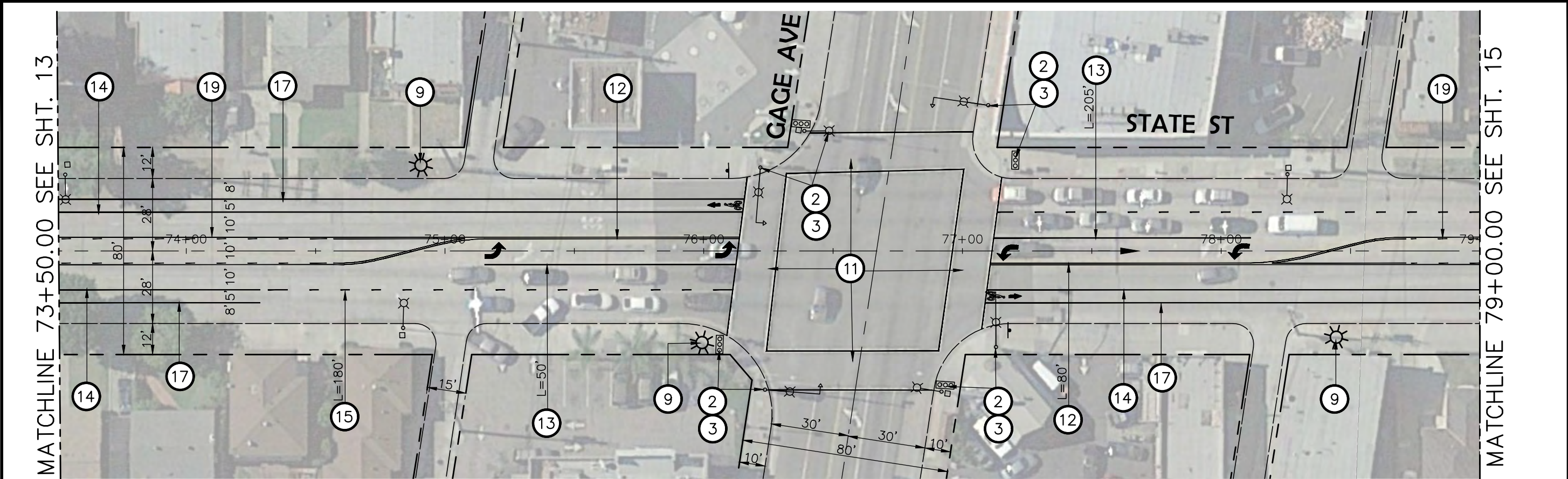
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PREPARED BY:	13367 BENSON AVE. CHINO, CA. 91710 (909) 595 8599
	J.N. 16357
JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPT.	
STATE STREET ATP CYCLE 1 IMPROVEMENTS FROM SANTA ANA ST. TO RANDOLPH ST	
IMPROVEMENT PLAN FROM STA. 68+00.00 TO STA. 73+50.00	
SHEET 13 OF 17 SHEETS	DWG. NO.



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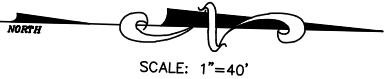
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CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

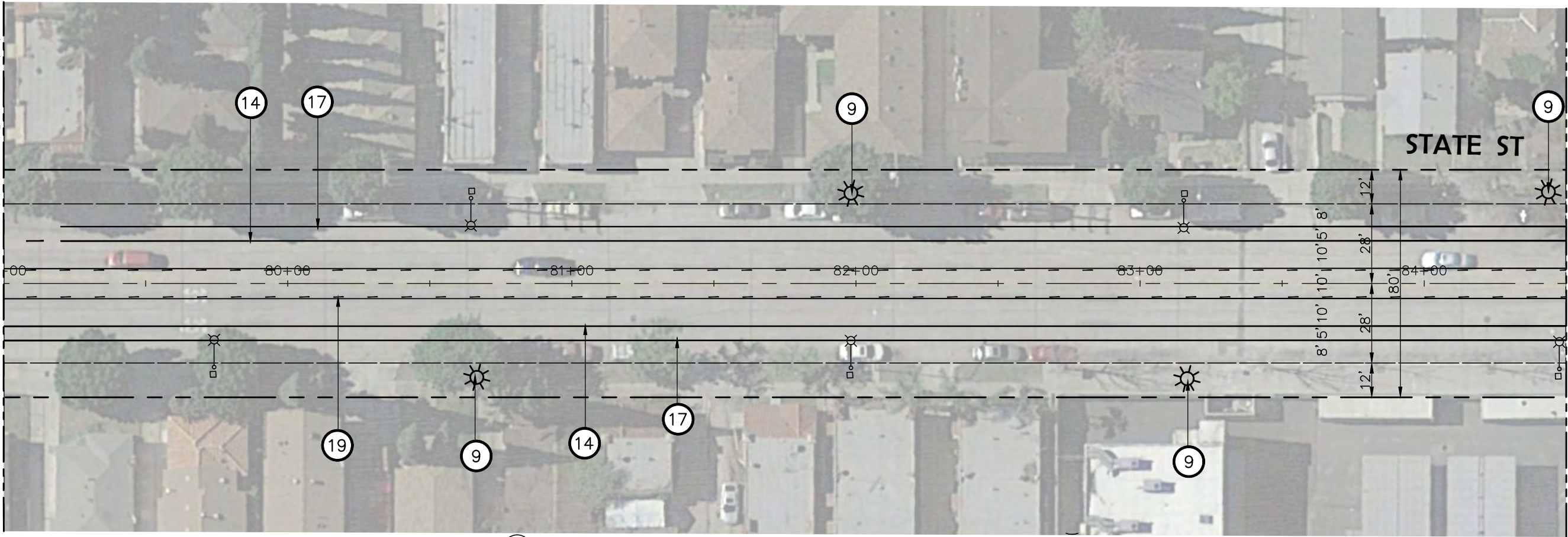
STATE STEET ATP CYLE 1 IMPROVEMENTS
FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 73+50.00 TO STA. 79+00.00

SHEET 14 OF 17 SHEETS

DWG. NO.

MATCHLINE 79+00.00 SEE SHT. 14



MATCHLINE 84+50.00 SEE SHT. 16

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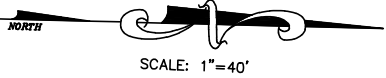
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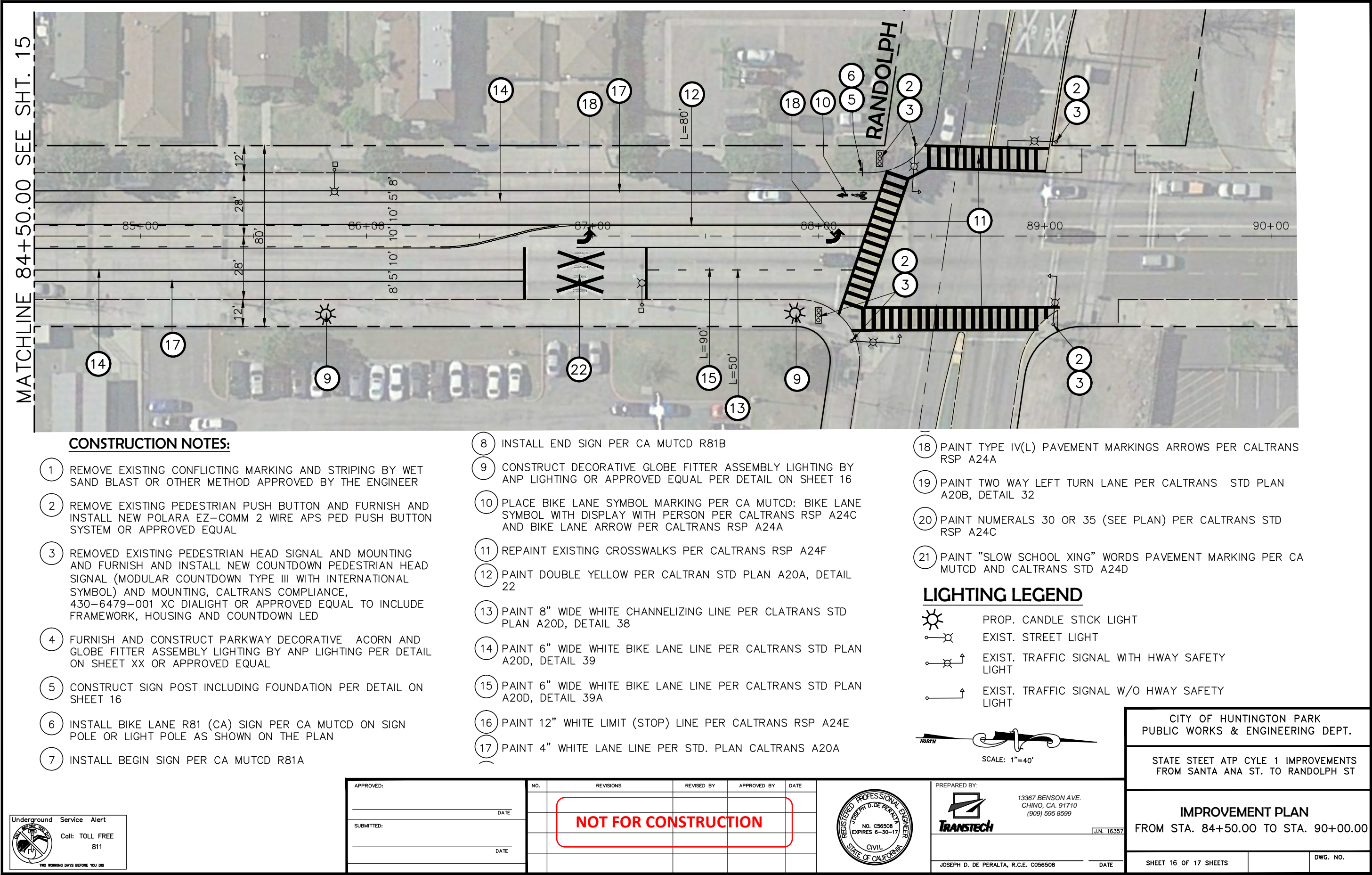
CITY OF HUNTINGTON PARK
PUBLIC WORKS & ENGINEERING DEPT.

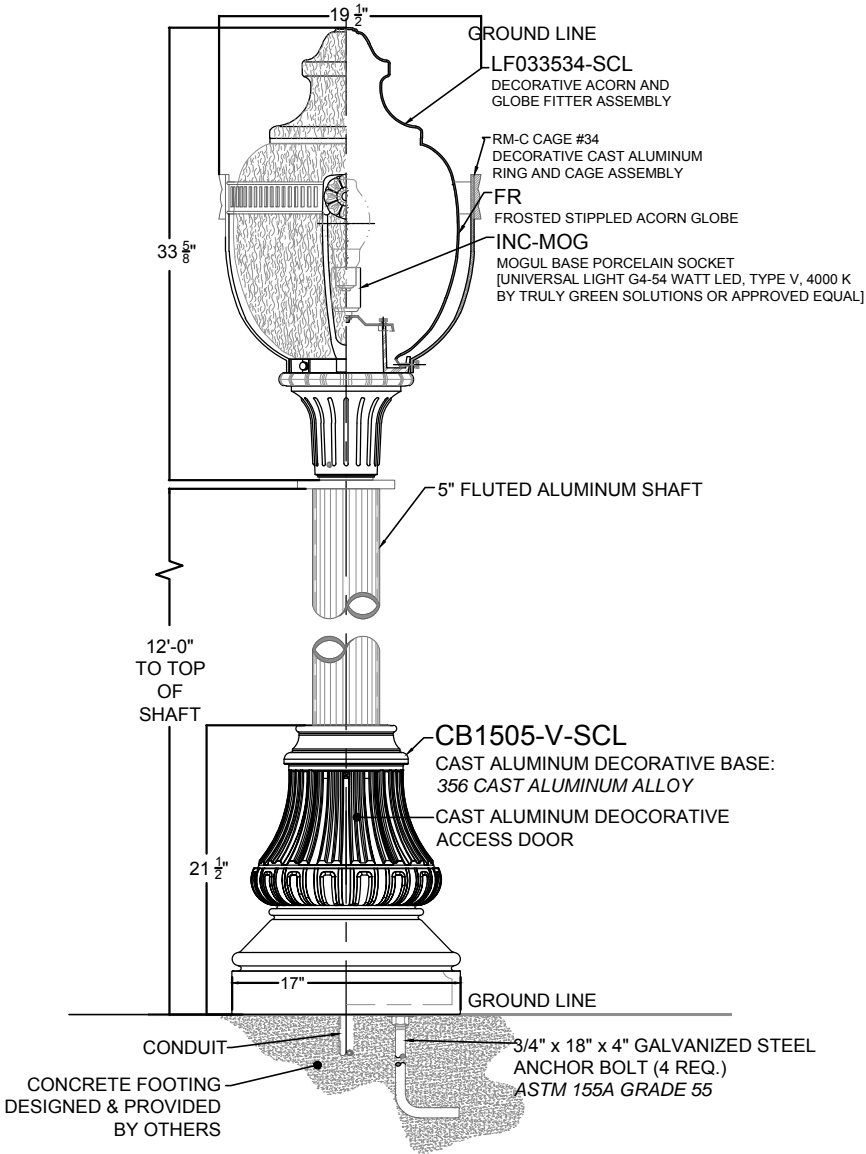
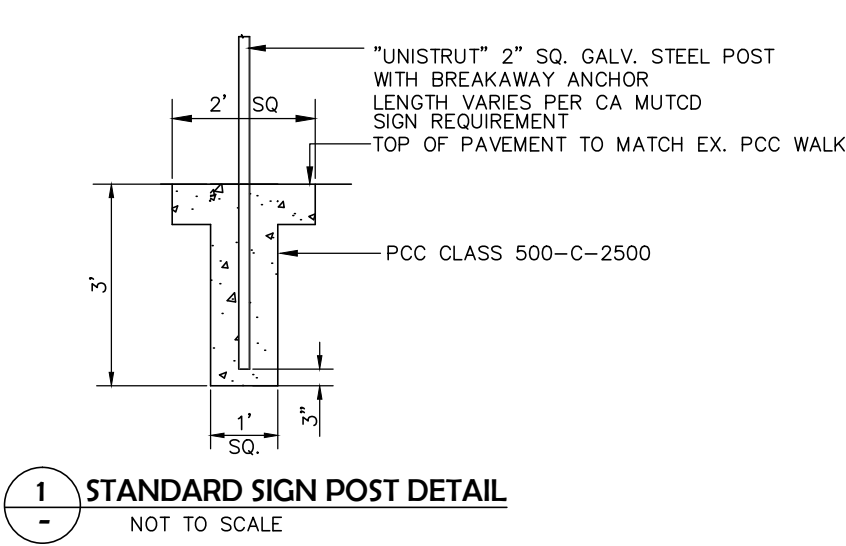
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FROM SANTA ANA ST. TO RANDOLPH ST

IMPROVEMENT PLAN
FROM STA. 79+00.00 TO STA. 84+50.00

SHEET 15 OF 17 SHEETS

DWG. NO.





NOTE: PARKWAY CANDLE LIGHT SHALL BE LF033534-SCL ACORN AND GLOBE FITTER UNIT BY ANP LIGHTING OR APPROVED EQUAL

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DECORATIVE ACORN AND GLODE ASSEMBLY
PARKWAY CANDLE LIGHT DETAIL
NOT TO SCALE



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JOSEPH D. DE PERALTA, R.C.E. C056508	DATE

CITY OF HUNTINGTON PARK PUBLIC WORKS & ENGINEERING DEPT.	
STATE STREET ATP CYCLE 1 IMPROVEMENTS FROM SANTA ANA ST. TO RANDOLPH ST	
DETAILS	
SHEET 17 OF 17 SHEETS	DWG. NO.



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

July 19, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

REJECT ALL BIDS AND AUTHORIZE CITY'S IN-HOUSE ENGINEERING SERVICES TO COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Reject previously submitted bids of the State Street Complete Streets Project; and
2. Authorize in-house engineering (Transtech) to complete the design of the State Street Complete Streets project.

BACKGROUND

The City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$1,184,000 grant for the State Street Complete Street Project's design and construction.

The Caltrans Active Transportation (ATP) Grant provides funding to cities and counties for development and implementation of alternative transportation options and does not require matching funds from the City. The ATP Grant's goals are to encourage the usage of active modes of transportation as a viable alternative to automobile travel; thereby, increasing the number of individuals walking and bicycling for daily travel and enhancing public health within disadvantaged communities.

This Project has a non-extendable deadline of choosing a construction company by December 24, 2016. The Public Works Department is working closely to meet the deadline and to provide the designer of this project enough time to complete the PS&E package.

REJECT ALL BIDS AND AUTHORIZE CITY'S IN-HOUSE ENGINEERING SERVICES TO COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT

July 19, 2016

Page 2 of 3

The City received 26 requests for Bid Packages and 1 bid was submitted. The bid is presented as follows:

Bidder	Total Bid Shown on Bidder's Proposal
KPFF	\$315,700

Due to the high cost of the solely received bid and Active Transportation Program (ATP) Cycle 1 schedule requirement, it is proposed to reject all bids and direct in-house engineering (Transtech) to proceed with the design at the budgeted amount of \$90,000 per the existing engineering services contract. Transtech staff has agreed to complete the project at this amount.

FISCAL IMPACT/FINANCING

Rejecting KPFF's bid of \$315,700 and directing in-house engineering (Transtech) to complete the design, survey, engineering, and traffic engineering of the State Street Complete Street project at a price of \$90,000 allows the city of Huntington Park to stay within the adopted budget. The design fee for this project is budgeted for FY 16 - 17 in local return Measure R account number 222-4010-431.73-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As previously mentioned at the September 8, 2015 Council Meeting, this project consists of the design and installation of a series of enhancements to State Street. Improvements help develop the overall operation and efficiency; facilitating safe and convenient pedestrian travel. These improvements will support more active transportation options for the Huntington Park community, address existing physical and operating conditions that create unsafe conditions for both bicyclists and pedestrians, and also provide direct connections to destinations located within Huntington Park and neighboring cities.

The improvements consist of the following:

- Reducing the number of travel lanes from two to one in each directions;
- Installing a center shared left-turn lane;
- Installation of Class II bike lanes in each directions (including signage and pavement stencils);
- Replacement of existing pedestrian signals with state-of-the-art pedestrian countdown signals at eight signalized intersections;
- Installation of high-visibility crosswalks a 10 intersections; and
- Installation of curb bulbouts at eight signalized intersections.

**REJECT ALL BIDS AND AUTHORIZE CITY'S IN-HOUSE ENGINEERING SERVICES
TO COMPLETE THE DESIGN OF STATE STREET COMPLETE STREET PROJECT**

July 19, 2016

Page 3 of 3

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager

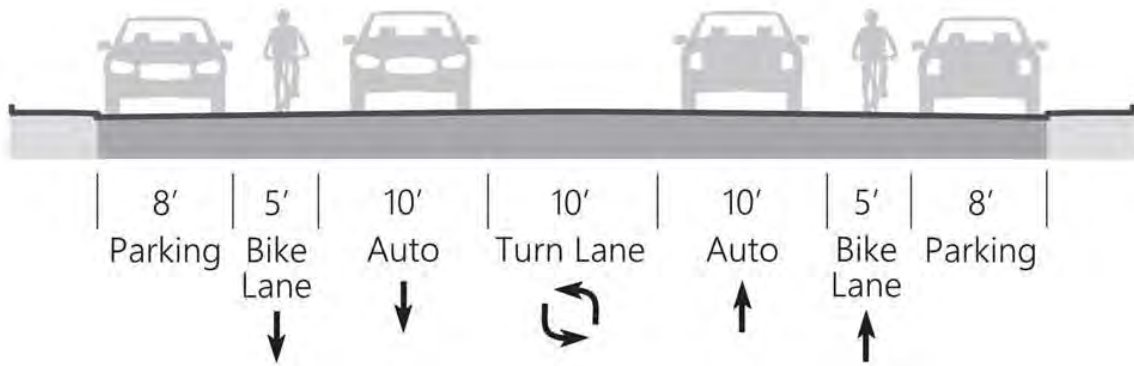


Michael J. Ackerman, PE, RCE, QSD
Acting Director of Public Works/City Engineer

ATTACHMENT(S)

A. Schematic Cross Section of State Street Proposed Design

Attachment A
Schematic Cross Section of State Street Proposed Design





CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 8, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE ACCEPTANCE AND APPROPRIATION OF AN ACTIVE TRANSPORTATION GRANT FROM CALTRANS FOR STATE STREET COMPLETE STREET PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Street Project;
2. Authorize the appropriation of \$21,000 related to design activities in the FY 2015-16 Budget; and
3. Authorize the Interim City Manager to direct staff to proceed with the project's implementation.

BACKGROUND

The Caltrans Active Transportation Grant provides funding to cities and counties for activities related to the planning, design, and implementation of transportation projects that support the increased use of walking and bicycling for daily travel. The projects are intended to increase the use of active transportation as a viable alternative to automobile travel, address public health issues within disadvantaged communities, and help achieve reductions in greenhouse gas emissions. The City of Huntington Park submitted an application to the 2014 Caltrans Active Transportation Call for Projects and was awarded a \$1,184,000 grant for the State Street Complete Street Project's design and construction.

FISCAL IMPACT/FINANCING

The \$1,184,000 grant for the State Street Complete Street Project does not require a local match contribution, therefore, there will be no financial impact to the City. Caltrans programmed \$21,000 of the grant funds for design activities in FY 2015-16, and the remaining \$1,163,000 in 2016-17 for construction. The attached resolution authorizes

RESOLUTION AUTHORIZING THE ACCEPTANCE AND APPROPRIATION OF AN ACTIVE TRANSPORTATION GRANT FROM CALTRANS FOR STATE STREET COMPLETE STREET PROJECT

September 8, 2015

Page 2 of 2

the Interim City Manager to accept and appropriate \$21,000 related to design activities in the City's FY 2015-16 budget, account number 222-4010-431.73-10.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This project consist of the design and installation of a series of improvements that will help improve States Street's overall operations and efficiency by facilitating safe and convenient bicycle and pedestrian travel. These improvements will help support increased bicycling and walking within Huntington Park as a viable alternative to automobile travel by providing direct connections to destinations located with Huntington Park and neighboring cities and by addressing existing physical and operating conditions that create unsafe conditions for both bicyclists and pedestrians. The improvements consist of the following:

- Reducing the number of travel lanes from two to one in each directions;
- Installing a center shared left-turn lane;
- Installation of Class II bike lanes in each directions (including signage and pavement stencils);
- Replacement of existing pedestrian signals with state-of-the-art pedestrian countdown signals at eight signalized intersections;
- Installation of high-visibility crosswalks a 10 intersections; and
- Installation of curb bulbouts at eight signalized intersections.

CONCLUSION

Upon City Council adoption of the attached resolution, staff will prepare an RFP for City Council review, and bring the matter back to Council for further action.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Michael Ackerman
City Engineer

ATTACHMENT

- A. Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Street Project

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PASSED, APPROVED, AND ADOPTED this 8th day of September 2015.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

November 15, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

AN ORDINANCE AMENDING ORDINANCE NO. 747-NS UPDATING THE CITY OF HUNTINGTON PARK MUNICIPAL CODE, TITLE 7 CHAPTER 10, ENTITLED "CONSTRUCTION AND DEMOLITION MATERIAL WASTE MANAGEMENT PLAN" TO COMPLY WITH THE STATE OF CALIFORNIA BUILDING STANDARDS (CALGREEN)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Waive further reading and introduce Ordinance No. 2016-953 Amending Ordinance No. 747-NS, Updating the City of Huntington Park Municipal Code Title 7, Chapter 10, Entitled "Construction and Demolition Material Waste Management Plan;" and
2. Schedule the second reading and adoption of said Ordinance for the December 6, 2016 City Council meeting.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park City Council adopted Ordinance 747 NS on June 6, 2005 establishing a mandatory Construction and Demolition requirement of sixty (60) percent for construction projects of a certain size and valuation. Currently The California Green Building Standards Code (CALGreen) is part 11 of Title 24, California Code of Regulations and is regulating construction and demolition material waste management. Effective January 1, 2017, CALGreen will require the owners/builder of construction projects within the covered occupancies will be required to divert 65 percent of the construction waste materials generated during the project. The revised Code will allow a disposal reduction option that can be met when the project's disposal rate is less than 2 lbs. per square foot for non-residential and high rise residential or less than 3.4 lbs. per square foot for low-rise residential.

The Code applies to various occupancies and types. CALGreen's waste diversion requirement applies to projects that require a construction or building permit from a local agency such as new construction, demolition associated with a construction permit, and residential additions and alteration of existing buildings where a building's conditioned area, volume, or size increases. As proposed, future changes to the CalGreen would be automatically reflected in the Huntington Park Municipal Code.

AN ORDINANCE AMENDING ORDINANCE NO. 747-NS UPDATING THE CITY OF HUNTINGTON PARK MUNICIPAL CODE, TITLE 7 CHAPTER 10, ENTITLED “CONSTRUCTION AND DEMOLITION MATERIAL WASTE MANAGEMENT PLAN” TO COMPLY WITH THE STATE OF CALIFORNIA BUILDING STANDARDS (CALGREEN)

November 15, 2016

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CALGreen does not address the level of involvement required by recycling coordinators. It is up to each jurisdiction to determine what programs are available to divert at least 65 percent of waste from covered construction projects. Currently, staff from the Building Department, residents, building owners, and contractors work together to ensure diversion requirement from permitted projects are being met. Involvement of City staff is required and program compliance is reported annually to CalRecycle by City staff.

FISCAL IMPACT/FINANCING

There is no additional direct expense to the City to adopt the proposed ordinance and implement the new standards.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Chapter 7, Title 10 of the municipal code does not comport with current State Code and Regulations in the matter of regulating construction and demolition materials.

CONCLUSION

Upon approval by City Council and adoption of Ordinance No. 2016-953, Amending Ordinance No. 747-NS, City staff will implement the new requirements effective January 1, 2017 and City Clerk will implement codification of the City of Huntington Park Municipal Code.

Respectfully submitted,



Edgar P. Cisneros
City Manager



Michael J. Ackerman, RCE
City Engineer

ATTACHMENT(S)

- A. Ordinance 747-NS.
- B. Proposed Ordinance No. 2016-953, Amending Ordinance No. 747-NS, Updating the City of Huntington Park Municipal Code Title 7, Chapter 10, Entitled “Construction and Demolition Material Waste Management Plan.”

1
2 **ORDINANCE NO. 747-NS**

3 **AN ORDINANCE OF THE HUNTINGTON PARK, STATE OF**
4 **CALIFORNIA, ADDING CHAPTER 10 TO TITLE 7 OF THE**
5 **HUNTINGTON PARK MUNICIPAL CODE SETTING FORTH THE**
6 **ADOPTION OF A WASTE MANAGEMENT PLAN FOR DEMOLITION**
7 **AND RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS**
8 **PROJECTS**

9 **WHEREAS**, The City of Huntington Park, ("City"), finds that the State of
10 California through its California Waste Management Act of 1989, Assembly Bill 939
11 (AB 939), requires that each local jurisdiction in the state divert 50% of discarded
12 materials (base year 1990, state methodology) from landfills by December 31, 2000; and

13 **WHEREAS**, The City finds that every city and county in California, including
14 Huntington Park, could face fines up to \$10,000 a day for not meeting the above
15 mandated goal; and

16 **WHEREAS**, The City finds that reusing and recycling Construction and
17 Demolition ("C & D") debris is essential to further the City's efforts to reduce waste and
18 comply with AB 939 goals; and

19 **WHEREAS**, The City finds that C & D debris waste reduction and recycling
20 have proven to reduce the amount of material that is deposited at landfills, increase site
21 and worker safety, and be cost-effective; and

22 **WHEREAS**, The City finds that, except in unusual circumstances, it is feasible to
23 divert an average of at least fifty percent (50%) of all C & D debris from construction,
24 demolition, and renovation projects; and

25 **WHEREAS**, The City finds that, to ensure compliance with this Chapter and to
ensure that those contractors that comply with this Chapter are not placed at a
competitive disadvantage, it is necessary to impose a Performance Security requirement;
and

WHEREAS, The City is located in Los Angeles County; and

WHEREAS, The City needs to impose a requirement to submit and comply with
a waste reduction and recycling plan for certain construction, demolition, and renovation
projects within the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 8, Chapter 17 of the Huntington Park Municipal
Code is hereby created to read as follows:

1
2 **Chapter 17.000 CONSTRUCTION AND DEMOLITION MATERIAL WASTE**
3 **MANAGEMENT PLAN**

4 **Sections:**

5 **8.17.000 Purpose**

6 **8.17.010 Definitions.**

7 **8.17.020 Threshold for covered projects.**

8 **8.17.030 Submission of a waste management plan.**

9 **8.17.040 Performance security.**

10 **8.17.050 Review of WMP.**

11 **8.17.060 Compliance with WMP.**

12 **8.17.070 Exemption.**

13 **8.17.080 Appeal.**

14 **8.17.090 Enforcement.**

15 **8.17.095 Fees**

16 **8.17.000 Purpose.**

17 The purpose of this Ordinance is to fulfill the City's obligation to meet the requirements
18 of the State Law A.B. 939 and to reduce the City's landfill waste from construction and
19 demolition materials by 50% by December 31, 2000, pursuant to the California
20 Integrated Waste Management Act of 1989.

21 **8.17.010 Definitions.**

22 For the purposes of this Chapter, the following definitions shall apply:

23 (a) "Applicant" means any individual, firm, limited liability company,
24 association, partnership, political subdivision, government agency, municipality,
25 industry, public or private corporation, or any other entity whatsoever who applies to the
City for the applicable permits to undertake any construction, demolition, or renovation
project within the City.

(b) "Class III landfill" means a landfill that accepts non-hazardous resources
such as household, commercial, and industrial waste, resulting from construction,
remodeling, repair, and demolition operations. A Class III landfill must have a solid
waste facilities permit from the California Integrated Waste Management Board
(CIWMB) and is regulated by an Enforcement Agency (EA).

(c) "Construction" means the building of any facility or structure or any
portion thereof including any tenant improvements to an existing facility or structure.

(d) "Construction and demolition material" (C&D Material) means building
materials and solid waste resulting from construction, remodeling, repair, cleanup, or

1
2 demolition operations that are not hazardous as defined in California Code of
3 Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to,
4 asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard,
5 and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and
6 steel. The material may be commingled with rock, soil, tree stumps; and other vegetative
7 matter resulting from land clearing and landscaping for construction or land development
8 projects.

9 (e) "C&D recycling center" means a facility that receives only C&D material
10 that has been separated for reuse prior to receipt, in which the residual (disposed) amount
11 of waste in the material is less than ten percent of the average weight of material
12 separated for reuse received by the facility over a one month period.

13 (f) "City-sponsored project" means a project constructed by the City or a
14 project receiving fifty percent or more of its financing from the City.

15 (g) "Conversion rate" means the rate set forth in the standardized conversion
16 rate table approved by the City pursuant to this Chapter for use in estimating the volume
17 or weight of materials identified in the waste management plan.

18 (h) "Covered project" shall have the meaning set forth in Section 7.60.020.

19 (i) "Deconstruction" means the careful dismantling of buildings and
20 structures in order to salvage as much material as possible.

21 (j) "Demolition" means the decimating, razing, ruining, tearing down or
22 wrecking of any facility, structure, pavement or building, whether in whole or in part,
23 whether interior or exterior.

24 (k) "Disposal" means the final deposition of construction and demolition or
25 inert material, including but not limited to:

(1) Stockpiling onto land of construction and demolition material that
has not been sorted for further processing or resale, if such stockpiling is for a period of
time greater than thirty days; or

(2) Stockpiling onto land of construction and demolition material that
has been sorted for further processing or resale, if such stockpiling is for a period of time
greater than one year; or

(3) Stockpiling onto land of inert material that is for a period of time
greater than one year; or

(4) Disposal of construction and demolition or inert material to a
landfill.

1
2 (1) "Divert" means to use material for any purpose other than disposal in a
3 landfill or transformation facility.

4 (m) "Diversion requirement" means the diversion of at least sixty percent of the
5 total construction and demolition material generated by a project via reuse or recycling,
6 unless the applicant has been granted an exemption pursuant to Section 7.60.070, in
7 which case the diversion requirement shall be the maximum feasible diversion rate
8 established by the waste management plan Compliance Official in relation to the project.

9 (n) "Enforcement agency (EA)" means an enforcement agency as defined in
10 Public Resources Code Section 40130.

11 (o) "Inert backfill site" means any location other than an inert landfill or other
12 disposal facility to which inert materials are taken for the purpose of filling an
13 excavation, shoring, or other soils engineering operation.

14 (p) "Inert disposal facility/inert waste landfill" means a disposal facility that
15 accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated
16 concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick,
17 glass, and ceramics, for land disposal.

18 (q) "Inert solids/inert waste" means non-liquid solid resources including, but
19 not limited to, soil and concrete, that do not contain hazardous waste or soluble pollutants
20 at concentrations in excess of water quality objectives established by a regional Water
21 Board pursuant to Division 7 (Section 13000 et seq.) of the California Water Code and
22 does not contain significant quantities of decomposable solid resources.

23 (r) "Mixed material" means loads that include commingled recyclables and
24 non-recyclable materials generated at the project site.

25 (s) "Mixed material recycling facility" means a processing facility that
accepts loads of mixed construction and demolition debris for the purpose of recovering
re-usable and recyclable materials and disposing the non-recyclable residual materials.

(t) "Performance security" means any performance bond, surety bond, money
order, letter of credit, certificate of deposit, or restricted bank account, provided to the
City pursuant to Section 7.60.040.

(u) "Post-consumer material" as defined in Public Contract Code Section
12200(b) means a finished material which would have been disposed of as a solid waste,
having completed its life cycle as a consumer item, and does not include manufacturing
wastes. Post-consumer material is generally any product that was bought by the
consumer, used, and then recycled into another product.

(v) "Project" means any activity which requires an application for a building

1 or demolition permit or any similar permit from the City.

2
3 (w) "Recycled product" as defined in Public Contract Code Section 12200(a)
4 means all materials, goods, and supplies with no less than fifty percent of the total weight
5 of which consists of secondary and post-consumer material with not less than ten percent
6 of its total weight consisting of post-consumer material. This definition applies to paper
7 products, plastic products, compost and co-compost, glass products, lubricating oils,
paints, solvents, re-treaded tires, tire-derived products, and steel products. A recycled
product also includes products that could have been disposed of as solid waste having
completed its life cycle as a consumer item, but otherwise is refurbished for reuse without
substantial alteration of its form.

8 (x) "Recycling" means the process of collecting, sorting, cleansing, treating,
9 and reconstituting materials for the purpose of using the altered form in the manufacture
10 of a new product. Recycling does not include burning, incinerating, or thermally
destroying solid waste.

11 (y) "Renovation" means any change, addition or modification in an existing
12 structure.

13 (z) "Reuse" means the use, in the same or similar form as it was produced, of
a material which might otherwise be discarded.

14 (aa) "Salvage" means the controlled removal of construction and demolition
15 material from a permitted building or construction site for the purposes of recycling,
reuse, or storage for later recycling or reuse.

16 (bb) "Sanitary wastes" means materials that require special handling procedures
17 such as liquid wastes including domestic sanitary sewage;

18 (cc) "Secondary material" as defined in Public Contract Code Section 12200(c)
19 means fragments of finished products or finished products of a manufacturing process,
20 which has converted a resource into a commodity of real economic value, and includes
post-consumer material, but does not include excess virgin resources of the
manufacturing process. This material did not reach the consumer prior to being recycled.

21 (dd) "Sediment" means soil and other material that has been eroded and
22 transported by storm or well production runoff water.

23 (ee) "Separated for reuse" means materials, including commingled recyclables,
24 that have been separated or kept separate from the solid waste stream for the purpose of
additional sorting or processing of those materials for reuse or recycling in order to return
25 them to the economic mainstream in the form of raw material for new, reused; or
reconstituted products which meet the quality standards necessary to be used in the
marketplace, and includes source separated materials.

(ff) "Solid waste" as per Public Resources Code (hereinafter PRC) Section 40191

1
2 means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including
3 garbage, trash, refuse; paper, rubbish, ashes, industrial wastes, demolition and
4 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial
5 appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous
6 waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid
7 and semisolid wastes. "Solid waste" does not include any of the following wastes:

8 (1) Hazardous waste, as defined in PRC Section 40141;

9 (2) Radioactive waste regulated pursuant to the Radiation Control Law
10 [Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health
11 and Safety Code];

12 (3) Medical waste regulated pursuant to the Medical Waste
13 Management Act [Part 14 (commencing with Section 117600) of Division 104 of the
14 Health and Safety Code].

15 (gg) "Source separated materials" means materials that are sorted at the site of
16 generation by individual material type including commingled recyclable materials for the
17 purpose of recycling; i.e., loads of concrete that are source- separated for delivery to a
18 recycling facility.

19 (hh) "Virgin material" means the portion of the product made from non-recycled
20 material, that is, the material that is neither post-consumer nor secondary material.

21 (ii) "Waste hauler" means a company that possesses a valid permit or contract
22 from or with the City of Huntington Park to collect and transport solid wastes from
23 individuals or businesses for the purpose of recycling or disposal under the City of
24 Huntington Park's name.

25 (jj) "Waste management plan" (WMP) means a completed waste management
plan form, approved by the City for the purpose of compliance with this Chapter,
submitted by the applicant for any covered or non-covered project.

(kk) "Waste management plan compliance official" means the City Building
Official or his or her designee.

22 **8.17.020 Threshold for covered projects.**

23 (a) **Private Projects.** All construction, renovation, tenant improvement and
24 demolition projects, the total costs of which are, or are projected to be, fifty thousand
25 dollars or greater, based upon the Building & Safety permit evaluation schedule, or are
one thousand square feet or greater ("covered projects") shall be required to divert it at
least sixty percent of all project-related construction and demolition material in
compliance with this Chapter.

1
2 (b) **City-Sponsored Projects.** All City-sponsored construction, demolition
3 and renovation projects shall be subject to this Chapter, and consequently, shall be
4 considered covered projects.

5 (c) **Compliance as a Condition of Approval.** Compliance with this Chapter
6 shall be included as a condition of approval on any construction or demolition permit
7 issued for a covered project.

8 **8.17.030 Submission of a waste management plan.**

9 (a) **WMP forms.** Applicants for any construction type permit issued by the
10 City or any demolition permit involving a covered project shall complete and submit a
11 waste management plan (WMP), on a WMP form approved by the City for this purpose,
12 as part of the application packet for the construction or demolition permit. The completed
13 WMP shall indicate all of the following:

14 (1) The estimated volume or weight of the project C&D material, by
15 material type, to be generated. The City approved Conversion Table shall be used to
16 determine the weights of materials unless a different unit weight is approved by the
17 WMP Compliance Official;

18 (2) The maximum volume or weight of such materials that can
19 feasibly be diverted via reuse or recycling. No more than twenty percent of the sixty
20 percent diversion rate can be achieved through the recycling or reuse of inert materials
21 unless applicant can demonstrate to the satisfaction of the WMP Compliance Official that
22 sufficient structural materials do not exist for recycling or that forty percent diversion of
23 total waste through non-inert materials is not feasible;

24 (3) The vendor or facility where the applicant proposes to use to
25 collect or receive that material; and

(4) The estimated volume or weight of C&D materials that will be sent
to a Class III and the estimated volume or weight of inert material that will be sent to an
inert disposal facility/inert waste landfill.

(b) **City Projects.** All City-sponsored projects pertaining to construction,
renovation and/or demolition covered under the conditions of 8-17.030(B) will be
required to submit the WRP form to the Recycling Coordinator or the designated person
authorized to collect the data for the AB 939 reporting. City projects are required to
implement this Ordinance in the job specifications.

(c) **Calculating Volume and Weight of Material.** Estimate the volume or
weight of materials identified in the WMP using the City approved Conversion Table
unless directed otherwise by the WMP Compliance Official.

(d) **Deconstruction.** In preparing the WMP, applicants for demolition permits

1
2 involving the removal of all or part of an existing structure shall consider deconstruction
3 ("Deconstruction"), to the maximum extent feasible, and shall make the materials
4 generated thereby available for salvage prior to sending them to the landfill.
Deconstruction can be used to meet the sixty percent diversion requirement provided it is
accounted for in the WMP.

5 **8.17.040 Performance security.**

6 The project applicant shall submit a performance security to the City Finance
7 Department. The amount of the performance security shall be calculated as the lesser of
8 three percent of total cost of the entire project or thirty thousand dollars but a minimum
9 of five thousand dollars. The WMP Compliance Official (WMPCO) may waive the
10 performance security if the total security required pursuant to this section would be fifty
11 dollars or less or if the applicant makes written application to the WMPCO demonstrating
12 that the applicant is the property owner of the subject property a resident or occupant of
the subject property and that the volume of demolished material is not of consequence to
the City's compliance effort. It is the applicants responsibility to provide the burden of
proof to the satisfaction of the WMPOC.

13 **8.17.050 Review of WMP.**

14 (a) **Approval.** Notwithstanding any other provisions of this Code, no building
15 or demolition permit shall be issued for any covered project unless and until the WMP
16 Compliance Official has reviewed the WMP. Approval shall not be required, however,
where an emergency demolition is required to protect public health or safety. The WMP
Compliance Official shall only approve a WMP if he or she first determines that all of the
following conditions have been met:

17 (1) The WMP provides all of the information set forth in Section
18 8.17.030.

19 (2) The WMP indicates that at least sixty percent of all C&D material
20 generated by the project will be diverted or an exemption has been approved pursuant to
Section 8.17.070.

21 (3) The applicant has submitted an appropriate performance security
22 in compliance with Section 8.17.40.

23 If the WMP Compliance Official determines that these conditions have been met,
24 he or she shall mark the WMP "Approved," return a copy of the WMIP to the applicant,
and notify Building & Safety and the Recycling Coordinator at the Field Services
Department that the WMP has been approved.

25 (b) **Nonapproval.** If the WMP Compliance Official determines that the WMP
fails to meet the conditions specified in subsection (a) of this Section, he or she shall
either:

1
2 (1) Return the WMP to the applicant marked "Denied" including a
3 statement of reasons, and so notify Building & Safety, to ensure that the construction or
4 demolition permit is not issued; or

5 (2) Return the WMP to the applicant marked "Further Explanation
6 Required."

7 If the applicant determines during the course of the project that the estimated
8 tonnage of material to be generated and/or recovered from the project is substantially
9 different from the WMP, applicant shall submit to the City an addendum to the original
10 WMP for the WMP Compliance Officer to review and approve.

11 (c) **Fees.** Applicant shall pay a fee to the City for the cost of facilitating the
12 provisions of this Chapter. The fee or fees shall be incorporated in a resolution approved
13 by the City Council.

14 **8.17.060 Compliance with WMP.**

15 (a) **Documentation.** Prior to the issuance of any occupancy permit and in no
16 case later than thirty days after the completion of any covered project, as determined by
17 the Building Official, the applicant shall submit to the WMP Compliance Official
18 documentation that substantiates that they have met the diversion requirement for the
19 project. Applicant shall provide a summary of efforts used to meet the diversion
20 requirement and also provide the following documentation:

21 (1) Receipts from the vendor or facility which collected or received
22 each material showing the actual weight or volume of that material;

23 (2) Weight slips/count of material salvaged or reused in current
24 project;

25 (3) A copy of the previously approved WMP or revised WMP for the
project adding the actual volume or weight of each material diverted from the landfill;

(4) Any additional information the applicant believes is relevant to
determining its efforts to comply in good faith with this Chapter.

(b) **Weighing of Wastes.** Applicants shall make reasonable efforts to ensure
that all C&D material diverted or sent to the landfill are measured and recorded using the
most accurate method of measurement available. To the extent practical, all C&D
material shall be weighted by measurement on scales. Such scales shall be in compliance
with all State and County regulatory requirements for accuracy and maintenance. For
C&D material for which weighing is not practical due to small size or other
considerations, a volumetric measurement shall be used. For conversion of volumetric
measurements by weight, the applicant shall use the City approved conversion rates.

1 (c) **Determination of Compliance and Release of Performance Security.**

2 The WMP Compliance Official shall review the information submitted under subsection
3 (a) of this Section to determine whether the applicant has complied with the diversion
4 requirement as follows:

5 (1) **Full Compliance.** If the WMP Compliance Official determines
6 that the applicant has fully complied with the diversion requirement applicable to the
7 project, he or she shall cause the full performance security to be released to the applicant.

8 (2) **Failure to Comply.** If the WMP Compliance Official determines
9 that the diversion requirement has not been met, he or she shall return only that portion of
10 the performance security equivalent to the portion of C&D material actually diverted
11 compared to the portion that should have been diverted according to the WMP. Any
12 portion of the performance security not released to the applicant shall be forfeited to the
13 City, and shall be used to recover costs associated with mitigating the City's obligation to
14 comply with A.B. 939. If the WMP Compliance Official determines that the applicant
15 has fully failed to comply with the diversion requirement or if the applicant fails to
16 submit the documentation required by subsection (a) of this Section within the required
17 time period, then the entire performance security shall be forfeited to the City. All
18 forfeited performance securities shall be used to recover costs associated with sorting
19 mixed C&D loads at the City recycling center.

20 If a good faith effort has been made to comply, the applicant may make an appeal in
21 writing to the Recycling Coordinator who will consider the availability of markets for the
22 C&D materials, the size of the project, and the documented efforts of the applicant to
23 divert C & D materials. If the Recycling Coordinator determines that the applicant has
24 made a good faith effort to comply with this Ordinance, the Recycling Coordinator shall
25 notify the WMP Compliance Officer in writing of said decision. The WMP Compliance
26 Officer will then notify Building & Safety so that further processing such as occupancy
27 permits may be issued.

28 (3) **Noncompliance.** If the WMP Compliance Official and the
29 Recycling Coordinator determine that the applicant has not made a good faith effort
30 to comply with this Chapter, or if the applicant fails to submit the documentation
31 required by this Chapter within the required time periods, the applicant will be deemed to
32 be in violation of this Chapter for failure to comply with its requirements

33 **8.17.070 Exemption.**

34 (a) **Application.** If an applicant believes it is infeasible to comply with the
35 diversion requirements of this Chapter due to the circumstances delineated in this
36 Section, the applicant may apply for an exemption at the time that he or she submits the
37 required WMP for review by the WMP Compliance Official. Exemptions may be granted
38 based on the following considerations:

39 (1) Lack of storage space onsite;

1 (2) Contamination by hazardous substances;

2 (3) Low recyclability of specific materials.

3
4 The applicant shall indicate on the WMP the maximum rate of diversion he or she
5 believes is feasible for each material and the specific circumstances that he or she
6 believes make it infeasible to comply with the diversion requirement.

7 (b) **Meeting with WMP Compliance Official et. al.** The WMP Compliance
8 Official shall review the information supplied by the applicant and may meet with the
9 applicant to discuss possible ways of meeting the diversion requirement. The WMP
10 Compliance Official, and /or the Recycling Coordinator may request that staff from the
11 County Department of Public Works, Solid Waste Management Division meet and assist
12 in determining if it is possible for the applicant to meet the diversion requirement.

13 (c) **Granting of Exemption.** If the WMP Compliance Official and the
14 Recycling Coordinator determine that it is infeasible for the applicant to meet the
15 diversion requirement due to unique circumstances, he or she shall determine the
16 maximum feasible diversion rate for each material and shall indicate this rate on the
17 WMP submitted by the applicant. The WMP Compliance Official shall return a copy of
18 the WMP to the applicant marked "Approved Exemptions" and shall notify Building &
19 Safety that the WMP has been approved.

20 (d) **Denial of Exemption.** If the WMP Compliance Official and the
21 Recycling Coordinator determine that it is possible for the applicant to meet the diversion
22 requirement, The WMP Compliance Official shall inform the applicant in writing. The
23 applicant shall have thirty days to resubmit a WMP form in full compliance with Section
24 7.10.030. If the applicant fails to resubmit the WMP, or if the resubmitted WMP does not
25 comply with Section 7.60.030, the WMP Compliance Official shall deny the WMP and
any further submittal for the project will be a new submittal.

26 **8.17.080 Appeal.**

27 (a) The applicant or any interested person may appeal to the City Council
28 from any ruling of the WMP Compliance Official made pursuant to this Chapter in
29 accordance with Section 1-4.01. Notice of any appeal from the ruling of the WMP
30 Compliance Official must be filed within ten days of the date that such ruling is made.

31 **8.17.090 Enforcement.**

32 (a) The Director of the Department of Field Services, or his or her designee,
33 is authorized to enforce Sections 8.17.030 through 8.17.060 as follows:

34 (1) For the first failure to comply with the provisions of Sections
35 8.17.030 through 8.17.060, the Department of Field Services shall issue to the affected

1 person or legal entity, a written notice that includes the following information:

2 (i) A statement specifying the violation committed;

3
4 (ii) A specified time period within which the affected person
5 must correct the failure or file a written notice disputing the notice to comply;

6 (iii) A statement of the penalty for continued noncompliance.

7 (2) For each subsequent failure to comply with any provisions of
8 Sections 8.17.030 through 8.17.060, following written notice pursuant to this Section, the
9 Director of the Department of Field Services may levy a penalty not to exceed five
hundred dollars (\$500.00). Any statement informing a violator of a citation shall include
a notice setting forth the appeal rights provided in Section 8-17.080

10 (3) Any person or entity assessed a penalty pursuant to subsection
11 (a)(2) may dispute the penalty by requesting a hearing before the City Council by filing
12 the necessary forms with the City Clerk's Office, within ten days of the date of the
13 penalty assessment that has been issued and in a manner set forth in Section 1-4.03 of the
City Code. The person or entity shall deposit with the City Finance Department money in
14 the amount of any unpaid penalty due under this Chapter or any other monies due the
City. If as a result of the hearing, it is determined that the penalty was wrongly assessed,
15 the City shall refund any money due to the wrongfully assessed penalties that were
deposited with the City to the person or entity that deposited same.

16 (4) It shall not be a defense to the assessment of any penalty or to any
17 other civil enforcement action provided for under this Section for a person or entity to
18 assert that any violation of Sections 8.17.030 through 8.17.060 was caused by the actions
of a person or entity other than the person or entity assessed except if the violation was
19 caused by the criminal or negligent action of a person or entity who was not an agent,
servant, employee or family member of the person or entity.

20 (5) Any penalty collected hereunder shall be deposited in the Field
Services Department's Account to be used as reimbursement for the Department of Field
21 Service's costs and expenses of administration and enforcement of this Chapter.

22 (a) Any violation of this Chapter shall constitute an infraction
punishable by a fine of five hundred dollars (\$500.00). Each day that a violation occurs
23 shall constitute a separate offense.

24 (b) A violation of any provision of this Chapter is declared to
be a public nuisance and may be abated pursuant to Huntington Park Municipal Code
25 Chapter 5-11.20 or by means of a civil action.

(c) The City may enforce the provisions of this Chapter by
means of a civil action. The burden of proof in such cases shall be preponderance of the

1 evidence.

2
3 (d) Any person who commits an act, proposes to commit an
4 act, or engages in any pattern and practice which violates this Chapter may be enjoined
5 by any court of competent jurisdiction.

6 (f) The penalties and remedies established by this Chapter are
7 not exclusive, and nothing in this Chapter shall preclude any person, jurisdiction or entity
8 from seeking any other remedies, penalties, or procedures provided by law.

9 **SECTION 2.** Adoption and implementation of this Ordinance is exempt
10 from the provisions of the California Environmental Quality Act pursuant to Section
11 15273 of the California Code of Regulations.

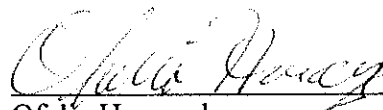
12 **SECTION 3.** Any provisions of the Huntington Park Municipal Code or
13 appendices thereto inconsistent with the provision of this Ordinance, to the extent of such
14 inconsistencies and no further, are hereby repealed or modified to the extent necessary to
15 affect the provisions of this Ordinance.

16 **SECTION 4.** If any section, subsection, subdivision, paragraph, sentence,
17 clause or phrase of this Chapter or any part thereof is for any reason held to be
18 unconstitutional or invalid or ineffective by any court of competent jurisdiction, such
19 decision shall not affect the validity or effectiveness of the remaining portion of this
20 Chapter or any part thereof. The City Council hereby declares that it would have passed
21 each section, subsection, subdivision, paragraph, sentence, clause or phrase of this
22 Chapter irrespective of the fact that one or more sections, subsections, subdivision,
23 paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or
24 ineffective. To this end, the provision of this Chapter are declared to be severable.

25 **SECTION 5.** The City Clerk shall certify to the passage and adoption of
this Ordinance and shall cause this Ordinance to be published or posted as required by
law. This Ordinance shall take affect thirty (30) days after its adoption.

SECTION 6. The City Clerk shall cause a summary of this Ordinance to
be published in the manner prescribed by law within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this 6th of June, 2005.

23
24 
Ofelia Hernandez, Mayor

25 
Rosanna Ramirez, City Clerk

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ORDAIN AS FOLLOWS:

Chapter 10 CONSTRUCTION AND DEMOLITION MATERIAL WASTE MANAGEMENT PLAN

The purpose of this Chapter is to fulfill the City's obligation to meet the requirements of **California Green Building Standards Code** and to reduce the City's landfill waste from construction and demolition materials as required by State requirements.

For the purposes of this chapter, the definitions of the California Code of Regulations Title 24 as adopted and amended by the City and the following definitions shall apply:

(b) “Waste management plan” (WMP) means a completed waste management plan form, approved by the City for the purpose of compliance with this Chapter, submitted by the applicant for any covered or non-covered project.

(d) "Recycling Coordinator" means the City Public Works Director or his/her designee.

1 **7-10.030 Submission of a Waste Management Plan.**

2 Notwithstanding any other provisions of this Code, no building or demolition
3 permit shall be issued for any covered project unless a WMP has been reviewed
4 and approved.

5 (a) Prior to obtaining any construction permit within private property, a
6 waste management plan shall be submitted and approved by City Building Official or
7 by his/her designee in compliance with California Green Code and any applicable
8 Local and State Regulations.

9 (b) Prior to obtaining any construction permit within public property, a waste
10 management plan shall be submitted and approved by City Public Works Director or
11 by his/her designee in compliance with California Green Code and any applicable
12 Local and State Regulations.

13 **7-10.040 Performance security.**

14 The project applicant shall submit a performance security to the City Finance
15 Department. The amount of the performance security shall be calculated as the
16 lesser of three percent (3%) of total cost of the entire project or thirty thousand
17 dollars (\$30,000) but a minimum of one-thousand dollars (\$1,000). The WMP
18 Compliance Official (WMPCO) or his/her designee may waive the performance
19 security if the total security required pursuant to this Section would be five-hundred
20 (\$500.00) dollars or less or if the applicant makes written application to the WMPCO
21 demonstrating that the applicant is the property owner of the subject property, a
22 resident or occupant of the subject property, and that the volume of demolished
23 material is not of consequence to the City's compliance effort. It is the applicant's
24 responsibility to provide the burden of proof to the satisfaction of the WMPCO. The
25 project applicant will forfeit the performance security in case of the project
26 applicant's failure to provide documentation within 30 days of project completion in
27 compliance with the approved waste management plan. The forfeited performance
28 security shall be deposited in the Public Works Department's Account to be used as
reimbursement for the Department of Public Works' costs and expenses of
administration and enforcement of this Chapter.

21 **7-10.050 Compliance with WMP.**

22 (a) Documentation. Prior to the issuance of any occupancy permit and in no
23 case later than thirty days after the completion of any covered project, the applicant
24 shall submit to the WMP Compliance Official documentation that substantiates that
25 they have met the diversion requirement for the project. Applicant shall provide a
26 summary of efforts used to meet the diversion requirement and also provide the
27 following documentation:

28 (1) Receipts from the vendor or facility which collected or received
each material showing the actual weight or volume of that material;

(2) Weight slips/count of material salvaged or reused in current
project;

1 (3) A copy of the previously approved WMP or revised WMP for the
2 project adding the actual volume or weight of each material diverted from the landfill;
and

3 (4) Any additional information the applicant believes is relevant to
determining its efforts to comply in good faith with this Chapter.

4 (b) Determination of Compliance and Release of Performance Security. The
5 WMP Compliance Official or his/her designee shall review the information submitted
under subsection (a) of this Section to determine whether the applicant has
6 complied with the diversion requirement as follows:

7 (1) Full Compliance. If the WMP Compliance Official or his/her
designee determines that the applicant has fully complied with the diversion
8 requirement applicable to the project, he or she shall cause the full performance
security to be released to the applicant.

9 (2) Failure to Comply. If the WMP Compliance Official or his/her
designee determines that the diversion requirement has not been met, he or she
10 shall return only that portion of the performance security equivalent to the portion of
C&D material actually diverted compared to the portion that should have been
11 diverted according to the WMP. Any portion of the performance security not
released to the applicant shall be forfeited to the City, and shall be used to recover
12 costs associated with mitigating the City's obligation to comply with California Green
Code and applicable State Laws and Regulation. If the WMP Compliance Official
13 determines that the applicant has fully failed to comply with the diversion
requirement or if the applicant fails to submit the documentation required by
14 subsection (a) of this Section within the required time period, then the entire
performance security shall be forfeited to the City.

15 If a good faith effort has been made to comply, the applicant may make an
16 appeal in writing for the consideration of the availability of markets for the C&D
materials, the size of the project, and the documented efforts of the applicant to
17 divert C & D materials. If the City determines that the applicant has made a good
faith effort to comply with this Chapter, the City shall notify the WMP Compliance
18 Officer of said decision. The WMP Compliance Officer will then notify Building &
Safety so that further processing such as occupancy permits may be issued.

19 (3) Noncompliance. If it is determined that the applicant has not
20 made a good faith effort to comply with this Chapter, or if the applicant fails to
submit the documentation required by this Chapter within the required time periods,
21 the applicant will be deemed to be in violation of this Chapter for failure to comply
with its requirements.

22 **7-10.060 Exemption.**

23 (a) Application. If an applicant believes it is infeasible to comply with the
24 diversion requirements of this Chapter due to the circumstances delineated in this
25 Section, the applicant may apply for an exemption at the time that he or she submits
the required WMP for review by the WMP Compliance Official. Exemptions may be
26 granted based on the following considerations:

- 27 (1) Lack of storage space onsite;
- 28 (2) Contamination by hazardous substances; and
- (3) Low recyclability of specific materials.

1 The applicant shall indicate on the WMP the maximum rate of diversion he or
2 she believes is feasible for each material and the specific circumstances that he or
3 she believes make it infeasible to comply with the diversion requirement.

4 (b) Meeting with WMP Compliance Official et. al. The WMP Compliance
5 Official shall review the information supplied by the applicant and may meet with the
6 applicant to discuss possible ways of meeting the diversion requirement. The WMP
7 Compliance Official, and/or the Recycling Coordinator may request that staff from
8 the County Department of Public Works, Solid Waste Management Division, meet
9 and assist in determining if it is possible for the applicant to meet the diversion
10 requirement.

11 (c) Granting of Exemption. If the City determines that it is infeasible for the
12 applicant to meet the diversion requirement due to unique circumstances, he or she
13 shall determine the maximum feasible diversion rate for each material and shall
14 indicate this rate on the WMP submitted by the applicant. The WMP Compliance
15 Official shall return a copy of the WMP to the applicant marked "Approved
16 Exemptions" and shall notify Building & Safety that the WMP has been approved.

17 (d) Denial of Exemption. If the City determines that it is possible for the
18 applicant to meet the diversion requirement, the WMP Compliance Official shall
19 inform the applicant in writing. The applicant shall have thirty days to resubmit a
20 WMP form in full compliance with Section 7.10.030. If the applicant fails to resubmit
21 the WMP, or if the resubmitted WMP does not comply with Section 7.10.030, the
22 WMP Compliance Official shall deny the WMP and any further submittal for the
23 project will be a new submittal.

24 **7-10.070 Appeal.**

25 (a) The applicant or any interested person may appeal to the City Council
26 from any ruling of the WMP Compliance Official made pursuant to this Chapter in
27 accordance with Section 1-4.01. Notice of any appeal from the ruling of the WMP
28 Compliance Official must be filed within ten days of the date that such ruling is
made.

29 **7-10.080 Enforcement.**

30 (a) The Director of the Department of Public Works, or his or her designee,
31 is authorized to enforce this Chapter as follows:

32 (1) For the first failure to comply with the provisions of this Chapter,
33 the Department of Public Works shall issue to the affected person or legal entity a
34 written notice that includes the following information:

- 35 (i) A statement specifying the violation committed;
- 36 (ii) A specified time period within which the affected person
37 must correct the failure or file a written notice disputing the notice to comply; and
- 38 (iii) A statement of the penalty for continued noncompliance.

39 (2) For each subsequent failure to comply with any provisions of this
40 Chapter following written notice pursuant to this Section the Director of the
41 Department of Public Works may levy a penalty not to exceed five hundred dollars
42 (\$500.00). Any statement informing a violator of a citation shall include a notice
43 setting forth the appeal rights provided in Section 7-10.070.

1 (3) Any person or entity assessed a penalty pursuant to subsection
2 (a)(2) of this Section may dispute the penalty by requesting a hearing before the City
3 Council by filing the necessary forms with the City Clerk's office, within ten days of
4 the date of the penalty assessment that has been issued and in a manner set forth
5 in Section 1-4.03 of this Code. The person or entity shall deposit with the City
6 Finance Department money in the amount of any unpaid penalty due under this
Chapter or any other monies due the City. If, as a result of the hearing, it is
determined that the penalty was wrongly assessed, the City shall refund any money
due to the wrongfully assessed penalties that were deposited with the City to the
person or entity that deposited same.

7 (4) It shall not be a defense to the assessment of any penalty or to
8 any other civil enforcement action provided for under this Section for a person or
9 entity to assert that any violation of this Chapter was caused by the actions of a
10 person or entity other than the person or entity assessed, except if the violation was
11 caused by the criminal or negligent action of a person or entity who was not an
12 agent, servant, employee or family member of the person or entity.

13 (5) Any penalty collected hereunder shall be deposited in the Public
14 Works Department's Account to be used as reimbursement for the Department of
15 Public Works' costs and expenses of administration and enforcement of this
16 Chapter.

17 (b) Any violation of this Chapter shall constitute an infraction punishable by
18 a fine of five hundred dollars (\$500.00). Each day that a violation occurs shall
19 constitute a separate offense.

20 (c) A violation of any provision of this Chapter is declared to be a public
21 nuisance and may be abated pursuant to Chapter 5-11.20 of this Code or by means
22 of a civil action.

23 (d) The City may enforce the provisions of this Chapter by means of a civil
24 action. The burden of proof in such cases shall be preponderance of the evidence.

25 (e) Any person who commits an act, proposes to commit an act, or engages
26 in any pattern and practice which violates this Chapter, may be enjoined by any
27 court of competent jurisdiction.

28 (f) The penalties and remedies established by this Chapter are not
exclusive, and nothing in this Chapter shall preclude any person, jurisdiction or entity
from seeking any other remedies, penalties, or procedures provided by law.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2016.

Graciela Ortiz, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

November 15, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM TO RESURFACE THE COMMONLY USED BASKETBALL COURTS LOCATED AT SALT LAKE PARK TO CONTINUE PROVIDING CONNECTIVITY AND PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt resolution No. 2016-51, approving the application for grant funds to the Youth Soccer and Recreation Development Program to resurface the commonly used outdoor basketball courts located at Salt Lake Park; and
2. Authorize the Director of Parks and Recreation to execute and submit all related grant application documents.

BACKGROUND

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

California State Parks, Office of Grants and Local Services (OGALS) announced the 2016 California Youth Soccer and Recreation Development Program. The intent of the Youth Soccer Program is to award grants on a competitive basis for "fostering the development of new youth soccer, baseball, softball, and basketball recreation opportunities (in) heavily populated, low-income urban areas" to Local Agencies and Community-Based Organizations as set forth in §5004.5 of the Public Resources Code. As approved by the legislature, this program will have an emphasis on creating new opportunities along with water conservations measures.

The Parks and Recreation Department has 4 outdoor basketball courts which are commonly used by the community. This grant will allow the Parks and Recreation Department to not only resurface the popular community basketball courts, but also allow

RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS TO THE YOUTH SOCCER AND RECREATION DEVELOPMENT PROGRAM TO RESURFACE THE COMMONLY USED BASKETBALL COURTS LOCATED AT SALT LAKE PARK TO CONTINUE PROVIDING CONNECTIVITY AND PHYSICAL ACTIVITY OPPORTUNITIES FOR THE COMMUNITY

November 15, 2016

Page 2 of 3

the installation of two new drinking fountains and benches at Salt Lake Parks – 3401 E. Florence Avenue, Huntington Park, CA 90255.

FISCAL IMPACT/FINANCING

Public Works generated preliminary estimates to aid in calculating the cost of the project, estimated total resurfacing project cost will be \$80,000.00. Matching funds the city is required to provide will be in non-construction cost and will include in-kind services, to include project management, permits, and fees not to exceed \$30,000 in services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The following are eligible non-construction costs: plans, specifications, construction documents, cost estimates, permits, premiums on hazard and liability insurance to cover personnel or property, fidelity bond premium cost, bid packages, employee services: for direct costs related to grant administration/accounting. Time and attendance records maintained as charges are incurred, recording the actual time spent on the project, and describing the specific work. Salary and wages calculated according to the grantee's wage and salary scales, and may include benefits. Grant administration/accounting: i.e. completion and submission of forms, payment requests.

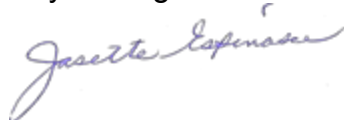
CONCLUSION

Upon City Council approval of the recommended actions, staff will execute and submit all grant application documents for funding to resurface the commonly used outdoor basketball courts for the community to continue to enjoy.

Respectfully submitted,



EDGAR P. CISNEROS
City Manager



JOSETTE ESPINOSA
Director of Parks and Recreation

ATTACHMENT(S)

- A. Resolution No. 2016-51, Approving the application for Grant Funds to the Youth Soccer and Recreation Development Program.

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WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

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Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

November 15, 2016

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE THE 2016-2017 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$70,000.00;
2. Authorize the Chief of Police, Finance Director, and Grant Director (Traffic Lieutenant) to execute the Standard Agreement for FY 16-17 for Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Appropriate the amount of \$70,000.00 in the City's FY 16-17 Budget for the overtime, travel and supplies specified within this report.

BACKGROUND

The California Office of Traffic Safety (OTS) strives to eliminate traffic collision deaths and injuries. In an effort to do so, OTS designates grant funds for local and state public agencies to implement programs that help enforce traffic laws; educate the public about traffic safety; and to provide varied and effective ways of reducing fatalities, injuries, and monetary losses from traffic collisions. OTS uses several criteria such as potential traffic safety impact, traffic collision statistics, the seriousness of identified problem(s), and performance under previous grants to award grant funds on a competitive basis.

The OTS goal is to help agencies develop traffic safety programs that contribute toward their vision of "Toward zero deaths, every 1 counts."

APPROVE THE 2016-2017 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT

November 15, 2016

Page 2 of 4

A 2013 OTS study on alcohol-involved traffic collisions involving 103 California cities with similar demographics as Huntington Park found that Huntington Park ranked:

- 38th in terms of the total number of fatalities or injuries resulting from a collision involving alcohol.
- 8th in terms of collisions involving drunk drivers under the age of 21.
- 97th in terms of collisions involving drunk drivers between the ages of 21 and 34.
- 2nd in terms of pedestrian-involved collisions
- 15th in terms of bicycle-involved collisions

By conducting specific enforcement, through DUI Checkpoints; saturation patrols; enforcement related to pedestrian and bicycle safety; and providing traffic education to members of the public, the Department anticipates a decrease in traffic collisions, with the expectation of a safer traffic environment for all.

Upon entering into this agreement with the OTS, the Department will receive grant funds to pay for selected traffic strategies

Upcoming Campaigns:

- | | |
|-----------------------------|---|
| • 12-16-16 to 01-01-17 | NHTSA Winter Mobilization (check point) |
| • April 2017 | National Distracted Driving Awareness Month |
| • May 2017 | National Bicycle Safety Month |
| • May 2017 | National Motorcycle Safety Month |
| • 05-17-17 through 05-20-17 | National Click it or Ticket Mobilization |
| • 08-19-17 through 09-06-17 | NHTSA Summer Mobilization (check point) |
| • 09-17-17 through 09-23-17 | National Child Passenger Safety Week |
| • September 2017 | California's Pedestrian Safety Month |

FISCAL IMPACT/FINANCING

No matching funds are required to receive these grant funds. OTS awards funds on a reimbursement basis. Agencies receiving OTS awards must spend funds to complete projects, and submit for the reimbursement from the State. General fund monies used to complete this project will be reimbursed by the grant program.

This grant is funded with Federal funds. As a result the funds are programmed for the Federal Fiscal Year of 2016-17 (October 1, 2016 to September 30, 2017). This requires that the Council approve the appropriation of \$70,000. The State will pay the grant funds on a reimbursement basis. The Police Department will submit quarterly reimbursements until the project is completed. The grant funds received will replenish the account established for this purpose. The appropriation for the 7-month period remaining in FY 17 is \$70,000.00; the Police Department will need to take the active step of ensuring that any remaining amount is carried forward into the FY 2017/18 budget year.

APPROVE THE 2016-2017 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT

November 15, 2016

Page 3 of 4

This activity is being funded by the awarded amount of \$70,000. Staff is requesting an appropriation totaling \$70,000 for FY 2016-17 from the following accounts:

Account	Purpose	Amount
224-7115-421.13-00	Police Department overtime	\$67,249.00
224-7115-421.59-15	Travel	\$747.00
224-7115-421.61-20	Supplies	\$2,004.00
	Total Grant Award	\$70,000.00

LEGAL AND PROGRAM REQUIREMENTS

The Police Department submitted a project proposal to the OTS to conduct selective traffic programs, the cost of travel and supplies for the safe operation of checkpoints. The Grant Proposal was approved by the State. Funding for this project will be through 2016-2017. The Police Department has been approved \$70,000.00 to stage two checkpoints; twelve DUI saturation patrols; six traffic enforcement operations; four distracted driving operations; one traffic safety educational presentation; and six bicycle and pedestrian enforcement operations throughout the grant period. Additionally, \$2,004.00 of the grant will be designated for the purchase of supplies, and \$747.00 for travel and training expenses.

If approved by the City Council, the contract will be finalized by the OTS, who will then fund this project.

CONCLUSION

Upon approval by the City Council:

1. The Chief of Police, Finance Director, and Grant Director (Traffic Lieutenant) will execute the Standard Agreement for Fiscal Year 2016-2017 for the Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety,
2. The City Clerk will forward the executed agreement to State of California Office of Traffic Safety,
3. Huntington Park Police Department will begin executing the proposed goals and objectives; not to exceed \$70,000 for FY 2016-17 by the grant.

**APPROVE THE 2016-2017 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)
GRANT AGREEMENT**

November 15, 2016

Page 4 of 4

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Edgar Cisneros", enclosed within a rectangular box.



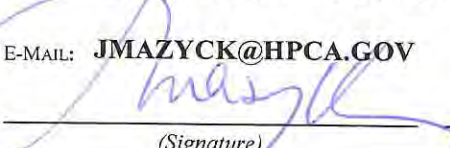
EDGAR CISNEROS
City Manager

A handwritten signature in blue ink, appearing to read "Cosme Lozano", enclosed within a rectangular box.

COSME LOZANO
Chief of Police

ATTACHMENT(S)

A. 2016-2017 Selective Traffic Enforcement Program Grant Agreement

1. GRANT TITLE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)	
2. NAME OF AGENCY CITY OF HUNTINGTON PARK	4. GRANT PERIOD From: 10/1/16 To: 9/30/17
3. AGENCY UNIT TO ADMINISTER GRANT HUNTINGTON PARK POLICE DEPARTMENT	
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the number of persons killed and injured in traffic collisions involving impairment and other primary collision factors. The funded strategies may include enforcement operations focusing on impaired driving, distracted driving, nighttime seat belt use, motorcycle safety, and pedestrian and bicycle safety. Operations are conducted in areas with disproportionate numbers of traffic collisions. Other funded strategies may include public awareness, educational programs and training for law enforcement.	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 70,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none">Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of ProcedureSchedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable)Exhibit A – Certifications and AssurancesExhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. APPROVAL SIGNATURES	
A. GRANT DIRECTOR NAME: ALFRED MARTINEZ PHONE: 323-826-6649 TITLE: LIEUTENANT FAX: 323-584-1137 ADDRESS: 6542 MILES AVENUE HUNTINGTON PARK, CA 90255-4302 E-MAIL: AMARTINEZ@HUNTINGTONPARKPD.ORG  (Signature) <u>11.2.16</u> (Date)	B. AUTHORIZING OFFICIAL OF AGENCY NAME: COSME LOZANO PHONE: 323-826-6628 TITLE: CHIEF OF POLICE FAX: 323-584-1137 ADDRESS: 6542 MILES AVENUE HUNTINGTON PARK, CA 90255-4302 E-MAIL: CLOZANO@HUNTINGTONPARKPD.ORG  (Signature) <u>11.2.16</u> (Date)
C. FISCAL OR ACCOUNTING OFFICIAL NAME: JAN MAZYCK PHONE: 323-584-6201 TITLE: FINANCE DIRECTOR FAX: 323-588-2657 ADDRESS: 6550 MILES AVENUE HUNTINGTON PARK, CA 90255-4302 E-MAIL: JMAZYCK@HPCA.GOV  (Signature) <u>11.2.16</u> (Date)	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME: FINANCE DEPARTMENT ADDRESS: 6550 MILES AVENUE HUNTINGTON PARK, CA 90255-4302
9. DUNS NUMBER DUNS #: 070657085 REGISTERED ADDRESS & ZIP: 6550 MILES AVENUE HUNTINGTON PARK, CA 90255-4302	

EFFECTIVE DATE OF AGREEMENT: <u>10/1/2016</u>		GRANTEE <u>CITY OF HUNTINGTON PARK</u>	GRANT NO. <u>PT1754</u>
10. Fin Action No. <u>1</u>	Date: <u>9/26/2016</u>	12. TYPE OF AGREEMENT	Initial <input checked="" type="checkbox"/> Revision <input type="checkbox"/> Cont. <input type="checkbox"/>
Revision No.	Date:	PAID MEDIA	PROGRAM INCOME
			TASK NO. <u>2</u>
			F.F.Y. <u>2017</u>

11. Action Taken Initial approval of 2017 HSP funds obligated.	13. FUNDING DISPOSITION & STATUS	
	Fiscal Year	Amount
	2016-17	70,000.00
	2015-16	
	2014-15	
	2013-14	
	Total	70,000.00
	Obligated This Action	70,000.00
	Previously Obligated	0.00
	Total Amount Obligated	70,000.00
	TOTAL FUNDS PROGRAMMED	70,000.00

14. FUNDING DETAIL - FISCAL YEAR GRANT PERIOD ENDING: <u>9/30/2017</u>						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL	20.608	0521-0890-101 (10/15)	2015	10/15	2015	\$ 20,000.00
402PT	20.600	0521-0890-101 (10/15)	2015	10/15	2015	\$ 15,000.00
164AL	20.608	0521-0890-101 (23/16)	2016	23/16	2016	\$ 20,000.00
402PT	20.600	0521-0890-101 (23/16)	2016	23/16	2016	\$ 15,000.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
TOTAL FEDERAL FUNDS:						\$ 70,000.00

15. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS

A. APPROVAL RECOMMENDED BY	B. AGREEMENT & FUNDING AUTHORIZED BY
NAME: RON MILLER TITLE: Program Coordinator PHONE: (916) 509-3020 E-MAIL: ron.miller@ots.ca.gov Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 Signature _____	NAME: RHONDA L. CRAFT TITLE: Director Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 Signature _____

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1. PROBLEM STATEMENT

The City of Huntington Park is a culturally diverse community with a population of 58,879 (US Census Bureau: 2013). Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a Mayor and a four member City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the Department has noticed a steady number of traffic collisions that have occurred in the City. Since 2014 (170), traffic collisions have remained consistent with a slight decrease in 2015 (135 collisions.) The number of victims involved in traffic collisions during the same time period has also remained consistent (approximately 182 victims), with again a slight decrease in 2015 (173 victims.)

The Department has also observed three fatalities in 2015, where the driver speed and/or driving under the influence were the primary collision factors. During the first quarter of 2015 the department has observed 1 fatality, where the driver's speed and/or driving under the influence were the primary collision factors.

The number of DUI arrests has also significantly decreased over the past three years. In 2013, a total of 202 drivers were arrested for DUI. During 2014, the number of DUI arrests decreased to 198. During 2015, the number again decreased to 164. Furthermore, during the same time (2015) period traffic collisions involving intoxicated drivers account for slightly over 19 percent of all traffic collisions. We attribute the decrease of DUI arrests to the lack of personnel and resources, due to financial cuts. Therefore, alcohol involved traffic collisions have increased throughout the years.

Preliminary statistics for 2015 indicate that alcohol involved, hit and run, and pedestrian collisions are currently on pace to decrease when compared 2014 statistics. Comparing also to statistics from January 1st – April 31st (2013-2015), victims from alcohol-involved collisions are on pace to increase based on first quarter statistics. Both hit and run and pedestrian collisions increased by approximately 10 percent. Nighttime collisions are also on pace to increase by approximately 10 percent.

In addition to the aforementioned increase in traffic collisions and alcohol involved traffic collisions, the City anticipates a significant increase in vehicle and pedestrian traffic due to the lack of manpower and focused enforcement during night time hours.

An increase in traffic collisions combined with the anticipated increase in vehicle and pedestrian traffic has led the Department to actively seek solutions to increase traffic safety within the community. The Department hopes to obtain funding to conduct several traffic enforcement details to reduce the number of traffic collisions and victims by targeting drivers that are engaged in driving habits that have been identified as primary collision factors. This includes: speed, driving under the influence, and inattentive/distracted drivers.

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A. Traffic Data Summary:

Collision Type	2013				2014				2015			
	Collisions		Victims		Collisions		Victims		Collisions		Victims	
Fatal	0		0		0		0		3		3	
Injury	138		182		170		227		181		235	
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol - Involved	0	11	0	20	0	28	0	34	2	35	2	41
Hit & Run	0	13	0	22	0	22	0	34	2	22	2	23
Nighttime (2100-0259 hours)	0	13	0	22	0	22	0	34	2	33	2	45
Top 3 Primary Collision Factors									Fatal	Injury	Killed	Injured
#1 -	Improper Turning								0	50	0	50
#2 -	Unsafe Speed								0	81	0	81
#3 -	Auto R/W Violation								0	115	0	115

2. PERFORMANCE MEASURES

A. Goals:

- 1) Reduce the number of persons killed in traffic collisions.
- 2) Reduce the number of persons injured in traffic collisions.
- 3) Reduce the number of persons killed in alcohol-involved collisions.
- 4) Reduce the number of persons injured in alcohol-involved collisions.
- 5) Reduce the number of persons killed in drug-involved collisions.
- 6) Reduce the number of persons injured in drug-involved collisions.
- 7) Reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) Reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) Reduce the number of motorcyclists killed in traffic collisions.
- 10) Reduce the number of motorcyclists injured in traffic collisions.

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- 11) Reduce hit & run fatal collisions.
- 12) Reduce hit & run injury collisions.
- 13) Reduce nighttime (2100 - 0259 hours) fatal collisions.
- 14) Reduce nighttime (2100 - 0259 hours) injury collisions.
- 15) Reduce the number of bicyclists killed in traffic collisions.
- 16) Reduce the number of bicyclists injured in traffic collisions.
- 17) Reduce the number of pedestrians killed in traffic collisions.
- 18) Reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
- 2) Participate in the following campaigns:
 - ~~National Walk to School Day – October 5, 2016~~
 - ~~National Teen Driver Safety Week – October 16-22, 2016~~
 - *• NHTSA Winter Mobilization – December 16, 2016 to January 1, 2017
 - National Distracted Driving Awareness Month – April 2017
 - National Bicycle Safety Month – May 2017
 - National Motorcycle Safety Month – May 2017
 - National Click It or Ticket Mobilization – May 17-20, 2017
 - *• NHTSA Summer Mobilization – August 19, 2017 to September 6, 2017
 - National Child Passenger Safety Week – September 17-23, 2017
 - California's Pedestrian Safety Month – September 2017
- 3) Develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 4) Send 4 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.

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- 5) Send **4** law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 6) Conduct **2** DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*
- 7) Conduct **12** DUI Saturation Patrol operation(s).
- 8) Conduct **6** Traffic enforcement operation(s), including but not limited to, primary collision factor violations.
- 9) Conduct **4** Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 10) Conduct **4** highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about motorcycle safety issues.*
- 11) Conduct **1** Night-time (1800 - 0559 hours) Click It or Ticket enforcement operation(s).
- 12) Conduct **6** highly publicized Pedestrian and Bicycle enforcement operation(s) in areas of or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about pedestrian and bicycle safety issues.*
- 13) Conduct **1** Traffic Safety educational presentations with an effort to reach **100** community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, pedestrian and bicycle safety, seatbelts and child passenger safety.*

NOTE: Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

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3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The department should develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- All training should be conducted this quarter.
- All grant-related purchases should be made this quarter.
- In order to develop/maintain the “HOT Sheets,” research will be conducted to identify the “worst-of-the-worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The HOT Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. HOT Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

B. Phase 2 - Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Submit all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.

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c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.

- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

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5. ADMINISTRATIVE SUPPORT

This program has full support of the City of Huntington Park. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT1754

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders For Driving While Intoxicated	\$ 40,000.00
402PT	20.600	State and Community Highway Safety	\$ 30,000.00

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	10/1/16 thru 9/30/17			
A. PERSONNEL COSTS	CFDA	FY-1		
Positions and Salaries				
Overtime				
DUI Checkpoints	20.608	\$ 21,280.00		\$ 21,280.00
DUI Saturation Patrols	20.608	\$ 16,716.00		\$ 16,716.00
Traffic Enforcement	20.600	\$ 8,358.00		\$ 8,358.00
Distracted Driving	20.600	\$ 5,572.00		\$ 5,572.00
Motorcycle Safety Enforcement	20.600	\$ 5,572.00		\$ 5,572.00
Night-time Click It or Ticket	20.600	\$ 1,393.00		\$ 1,393.00
Pedestrian and Bicycle Enforcement	20.600	\$ 8,358.00		\$ 8,358.00
Category Sub-Total		\$ 67,249.00		\$ 67,249.00
B. TRAVEL EXPENSE				
In-State	20.600	\$ 747.00		\$ 747.00
Category Sub-Total		\$ 747.00		\$ 747.00
C. CONTRACTUAL SERVICES				
None		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
D. EQUIPMENT				
None		\$ -		\$ -
		\$ -		\$ -
Category Sub-Total		\$ -		\$ -
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	20.608	\$ 2,004.00		\$ 2,004.00
		\$ -		\$ -
Category Sub-Total		\$ 2,004.00		\$ 2,004.00
F. INDIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL				
		\$ 70,000.00		\$ 70,000.00

SCHEDULE B-1
GRANT NO. PT1754

BUDGET NARRATIVE

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PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$47.39 /hour to \$82.55 /hour. Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified. No benefits will be paid by this grant.

TRAVEL EXPENSE

In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

OTHER DIRECT COSTS

DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. *Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.*

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

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Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A

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RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

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7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

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Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.