

# CITY OF HUNTINGTON PARK

## City Council Regular Meeting Agenda Tuesday, October 18, 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](http://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](http://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**

Proclamation Proclaiming October 15<sup>th</sup>, 2016, as “Pregnancy and Infant Loss Remembrance Day”

Presentation by Kevin Hunt, General Manager, Central Basin Municipal Water District on Water Rate Adjustments

Presentation by South Central Los Angeles Regional Center (SCLARC) on Services Provided to Individuals with Developmental Disabilities and their Families

General Plan Update by Community Development and Tierra West Advisors

**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)

City of Huntington Park v. County of Los Angeles, et al.  
L.A.S.C No. BC 547969

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, October 4, 2016.

### **FINANCE**

**2. Approve Accounts Payable and Payroll Warrants dated October 18, 2016**

**3. Authorization and Ratification of Certain Expenditures**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the expenditure in a not-to-exceed amount of \$76,000 for a Christmas Parade;
2. Approve the use of public streets; and the closure of certain streets including Pacific Boulevard between Slauson and Florence Avenues; and closure of portions of Gage, Zoe and Saturn Avenues;
3. Authorize the expenditure in a not-to-exceed amount of \$50,000 for Holiday Decorations;
4. Ratify the expenditure of \$70,000; and
5. Authorize the expenditure of \$425,000 for the fixed route transportation program.

### END OF CONSENT CALENDAR

## REGULAR AGENDA

### **CITY CLERK'S OFFICE**

**4. Council Appointments to Youth Commission**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Youth Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

## **REGULAR AGENDA (Continued)**

### **5. Appointment of City Council Member to the Greater Los Angeles County Vector Control District Board of Trustees**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Appoint a City Council Member to the Los Angeles County Vector Control District Board of Trustees for a two (2) year or four (4) year term at the discretion of the City Council.

### **6. Approve Resolution Amending Appointment of Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA)**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the appointment of Alternates and Substitute Alternate; and
2. Adopt Resolution No. 2016-48, Amending Resolution No. 2015-46, Appointing Alternates, and Substitute Alternate Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

## **PUBLIC WORKS**

### **7. Approve Design, Specifications and Advertise for Bids for State Street Complete Street Project**

#### RECOMMENDATION OF ITEM UNDER CONSIDERATION:

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.

**REGULAR AGENDA (Continued)**

**8. Review of a Request for Installation of Parking Ticks Along 61<sup>st</sup> Street Between Maywood and Loma Vista Avenue**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Discussion and/or action regarding a request for installation of Parking Ticks along 61<sup>st</sup> Street between Maywood Avenue and Loma Vista Avenue.

**END OF REGULAR AGENDA**

**PUBLIC HEARING**

**COMMUNITY DEVELOPMENT**

**9. Extension to Urgency Ordinance No. 2016-949, Pursuant to Government Code Section 65858, Establishing a Temporary Moratorium on the Establishment and Operation of Charter Schools for Ten Months Fifteen Days within the City**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony; and
3. Adopt Urgency Ordinance No. 2016-950, extending Urgency Ordinance 2016-949, establishing a temporary moratorium on the establishment and operation of charter schools for ten months and fifteen days within the City.

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Valentin Palos Amezquita**

**Council Member Karina Macias**

**Council Member Jhonny Pineda**

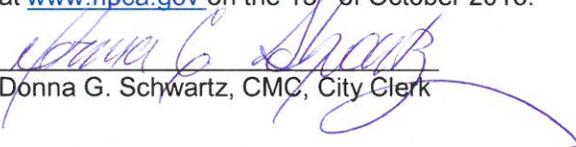
**Vice Mayor Marilyn Sanabria**

**Mayor Graciela Ortiz**

## ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, November 1, 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](http://www.hpca.gov) on the 13<sup>th</sup> of October 2016.

  
Donna G. Schwartz, CMC, City Clerk

## MINUTES

Regular Meeting of the  
City of Huntington Park City Council  
Tuesday, October 4, 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 6:17 p.m. on Tuesday, October 4, 2016, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

PRESENT: Council Member(s): Valentin Palos Amezcuita, Jhonny Pineda (arrived at 6:43 p.m.), Karina Macias, Vice Mayor Marilyn Sanabria and Mayor Graciela Ortiz. CITY OFFICIALS/STAFF: Edgar Cisneros City Manager; Arnold Alvarez-Glasman, City Attorney; Noel Tapia, Assistant City Attorney; Cosme Lozano, Chief of Police; Josette Espinosa, Director of Parks and Recreation; Jan Mazyck, Interim Finance Director; Manuel Acosta, Economic Development Manager; Michael Ackerman, Acting Public Works Director/City Engineer, Martha Castillo, Human Resources Director, and Donna Schwartz, City Clerk.

### INVOCATION

The invocation was led by Mayor Ortiz.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ashely Serrano.

### PRESENTATIONS AND ANNOUNCEMENTS

California Highway Patrol (CHP) presented "Certificates of Recognition" to City of Huntington Park Police Officers for the "10851" Auto Theft Recovery Award.

Council presented "Certificates of Appreciation" to those who volunteered at the 8<sup>th</sup> Annual Student Recovery Day (SRD), Implemented by the Los Angeles Unified School District held September 9, 2016.

Council presented a proclamation to Seargent Abigail Valle, proclaiming "October as Breast Cancer Awareness Month."

City Manager Edgar Cisneros announced that an item is being added to the agenda, that copies are available to the public and asked City Attorney Arnold Alvarez-Glasman to explain. Mr. Alvarez-Glasman stated that an item arose after the posting of the agenda necessitating City Council's immediate consideration, staff is requesting to add this item as item 8 the Extension of the Urgency Ordinance, Pursuant to Government Code Section 65858, Establishing a Temporary Moratorium on the Establishment and Operation of Charter Schools within the City. Mr. Alvarez-Glasman further noted the request is to schedule the extension for the October 18<sup>th</sup> City Council Meeting which is required by law for a 10 day notice, reviewed and accepted by Council. Mr. Alvarez-Glasman informed Council that to add the item there needs to be a motion and a second and a 3/4 majority vote.

**Motion:** by Vice Mayor Sanabria motioned to add item 8 to the agenda, seconded by Council Member Macias. Motion passed 5-0 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Macias, Vice Mayor Sanabria and Mayor Ortiz

NOES: Council Member(s): None

Mayor asked City Manager Edgar Cisneros if the staff report was distributed to all Council. Mr. Cisneros stated yes and that copies were available to the public.

## PUBLIC COMMENT

At 6:55 p.m. Vice Mayor Sanabria left the Chambers.

1. Pastor Concepcion Roque, Ministerios Mahanaim, presented a card and a cake to the Huntington Park Police Department, accepted by Chief Cosme Lozano, for all their support and dedication to the residents and the community.
2. Ivan Mata, spoke in regards to vehicles speeding down California and nothing being done, asked that motor bikes patrol this area, suggested hiring more officers and is concerned that someone might get hurt.
3. Jose Barra, Acting Manager, Huntington Park Library, introduced himself and stated that he will be working in place of the library manager as acting manager, while she is out on maternity leave and announced various events taking place at the library.

At 7:00 p.m. Vice Mayor Sanabria returned to the Chambers.

4. Joan Lias, made a suggestion regarding building parking structures to increase the supply of parking in the city.
5. Roman Gonzales, commended Council and the residents of Huntington Park for getting involved with the community and cleaning it up.
6. Sandra Orozco, made remarks toward the City Manager and the City Attorney, commented on alleys in the city, commented on the construction being done on Pacific Boulevard, previously asked for a forensic audit and asked what is being done, remarked fraud and misappropriation of funds.
7. Rodolfo Cruz, commented on trees being maintained stating that his neighbor on Passaic has a pine tree that needs to be trimmed, contracts being supervised, the need for more police officers and noted graffiti in front of the courthouse.
8. Francisco Rivera, noted his efforts of cleaning graffiti in the city, stated the bus stops are no longer being pressure washed by the contractor, stated he contacted the contractor, would like to have a meeting with the person who supervises the contracts, pleased with the construction on Pacific Boulevard and the police department.
9. Jorge Corona, spoke in support of Aspire Antonio Maria Lugo school.
10. Ebony Wheaton, CCSA, spoke in support of charter schools and opposed to the moratorium.
11. Vaughn Becht, spoke about past presidents.
12. Raul Rodriguez, Americas 1<sup>st</sup> Latinos, asked Council to do the right thing and eliminate the two illegals on the commissions and appoint citizens, commented on the invocation, spoke in opposition to Council, commented on those elected and remarked he requested a forensic audit and is still waiting.

Mayor asked City Attorney Alvarez-Glasman to explain the public comment rules. City Attorney Alvarez-Glasman explained that public comments must be addressed to the Council.

13. Robin Hvidston, We the People Rising, asked Council to obey the law, commented on the two commissioners and feels citizens of Huntington Park should hold these positions, acknowledged police officers and those who were awarded for locating stolen vehicles and asked Council to resend the two commissioners.

14. Valentin Amezcuita, commented on the city clean-up, feels with a robust budget the city can hire more employees to clean the street and the alleys, noted cleaning alleys by his council colleagues was political, spoke in support of charter school, commented on agenda item regarding Measure M, feels it will provide a lot of jobs and supports light rail in the city, and noted there is a parking issue not only for commercial but residential as well.

### **STAFF RESPONSE**

Mayor Ortiz asked Chief Lozano to look into the concern that was brought up by Ivan regarding the speeding on California.

Mayor Ortiz asked City Manager Cisneros to follow up with Public Works regarding the contract the city has for pressure washing bus stops.

Mayor Ortiz clarified her comment from the last council meeting regarding the moratorium and the number of schools Huntington Park has, noting the city has 22 schools not 20 which contributes to traffic issues but that Chief Lozano is working with the schools, with regard to graduate rates, for this school year it is 95% for Huntington Park High School and 94% for Marquez High School. She stated she called around and Huntington Park High School, Marquez High School, Alliance and Aspire all have room for residents wishing to attend.

Mayor Ortiz asked City Manager Cisneros to follow up with Mr. Cruz regarding the pine tree. Ms. Ortiz noted that Public Works had assessed all the trees as well as the tree company on Passaic Street and asked if they can go back out and assess the pine tree. City Manager asked if Mr. Cruz can provide his information with staff and perhaps meet with the arborist so the tree can be addressed.

Vice Mayor Sanabria asked public works to find out if the tree is on private property before considering trimming the tree. Ms. Sanabria announced that at the last council meeting there was a report from the Finance Director which gave a positive outlook on the city's economic growth and asked City Manager to clarify. City Manager Cisneros stated the City of Huntington Park is enjoying \$2 million in revenues over expenditures.

Mayor Ortiz asked City Attorney to clarify the added item regarding the moratorium. City Attorney Alvarez-Glasman stated the added item is a step required as the city moves forward to consider whether or not to extend the moratorium or not

Council Member Amezcuita would like to add to a future agenda hiring an additional police dispatcher. City Manager Cisneros stated that the position is currently in recruitment.

### **CLOSED SESSION**

At 7:41 p.m. City Attorney Alvarez-Glasman recessed to closed session.

1. 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 8:20 p.m. Mayor Ortiz reconvened to open session. All Council Members present.

### **CLOSED SESSION ANNOUNCEMENT**

Assistant City Attorney Noel Tapia announced Council discussed closed session no action taken nothing to report.

## CONSENT CALENDAR

**Motion:** Vice Mayor Sanabria motioned to approve consent calendar items, seconded by Council Member Macias. Motion passed 4-1 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezquita

### OFFICE OF THE CITY CLERK

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

1-1 Regular City Council Meeting held Tuesday, September 20, 2016.

### FINANCE

2. Approved Accounts Payable and Payroll Warrants dated October 4, 2016

## END OF CONSENT CALENDAR

## REGULAR AGENDA

### PUBLIC WORKS

3. Continued from the September 20<sup>th</sup> Regular City Council Meeting – Approve First Amendment to Contract with Bennett Landcare for Landscaping Maintenance Services

**Motion:** Mayor Ortiz motioned to approve first amendment to contract for a three (3) year term, no extensions, with Bennett Landcare for the Landscaping Maintenance Services contract, authorize the City Manager to execute such agreement and approve budget appropriation of \$162,810 for account #111-8095-431.56-60 and \$2,186 for account #231-8010-415.56-41, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): None

### FINANCE

4. **Approve Additional Budget Appropriation for MTA Grant Funds to Complete a General Plan Update**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Finance Director to make an additional budget appropriation for \$70,000 in account 222-5030-431.56-41.

**Motion:** Vice Mayor Sanabria motioned to approve, seconded by Council Member Macias. Motion failed for lack of a vote and due to a substitute motion.

Council Member Macias would like this item continued so that an update can be brought before Council before approval.

**Substitute Motion:** Mayor Ortiz motioned to continue item to the next City Council Meeting so that staff can present an update, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

**5. Resolution Establishing Fund Balance Policies as Required Pursuant to the Governmental Accounting Standards Board (GASB) Statement No. 54**

**Motion:** Mayor Ortiz motioned to adopt Resolution No. 2016-45, establishing fund balance policies that are consistent with the Governmental Accounting Standards Board (GASB) Statement No. 54, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

**PUBLIC WORKS**

**6. Authorize a Pledged Revenue and Funds Resolution for Publically Owned Entities Pursuant to the Submittal of an Application to the State Water Resources Control Board for Financial Assistance and/or Grant Funding for Well No. 17**

**Motion:** Council Member Macias motioned to adopt Resolution No. 2016-46, as part of the grant funding for improvements to Well 17, and authorize the City Manager to sign financing agreement, amendments, and certifications for funding under the Drinking Water State Revolving Fund, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

**COMMUNITY DEVELOPMENT**

**7. Resolution of the City Council Supporting Los Angeles County Metropolitan Transportation Authority (MTA) Sponsored Measure M to Fund Local Transportation Improvements**

**Motion:** Mayor Ortiz motioned to adopt Resolution No. 2016-47, Supporting the Los Angeles County Metropolitan Transportation Authority (MTA) sponsored Measure M to fund local transportation improvements, seconded by Vice Mayor Sanabria. Motion passed 5-0 by the following vote:

ROLL CALL:

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

**8. Extension of Urgency Ordinance No. 2016-949, Pursuant to Government Code Section 65858, Establishing a Temporary Moratorium on the**

## **Establishment and Operation of Charter Schools within the City**

**Motion:** Vice Mayor Sanabria motioned to adopt the Staff Report as the Official Written Report Required by Government Code Section 65856(d) and schedule the Extension for Urgency Ordinance No. 2016-949 for the October 18, 2016 City Council meeting, seconded by Council Member Macias. Motion passed 4-1 by the following vote:

ROLL CALL:

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

NOES: Council Member(s): Amezquita

### **END OF REGULAR AGENDA**

**DEPARTMENTAL REPORTS** (Information only)

**WRITTEN COMMUNICATIONS** – None.

### **COUNCIL COMMUNICATIONS**

Council Member Valentin Palos Amezquita, commented on charter schools and allowing them to come into the city, feels a moratorium for a study isn't necessary, suggested retrofitting the buildings to allow whatever use, doesn't mind another charter school, commented on public safety and spoke in support of good schools and should be based on their performance, thanked staff and wished everyone a good evening.

Council Member Karina Macias, thanked staff for all their hard work, thanked her colleagues for attending the clean-up the city had, responded to Council Member Amezquita's comment regarding cleaning up is political and feels it is the council's civic duty to participate as public servants to help keep the city clean, it is important for the residents to see council participating and lead by example, she announced her attendance at the tree planting event and recognized students who participated, spoke in support of Measure M and the collaboration with MTA, and wished everyone a good night.

Council Member Jhonny Pineda, responded to Council Member Amezquita's comments regarding charter schools and notes that residents are concerned with the schools adding more traffic. Mr. Pineda announced his attendance at a Smart Cities event noting the issue of technology being one of the subjects adding revenue and suggested the city look into this. He also suggested wireless internet be looked into as a revenue generating source in the city, a community college or a private university, thanked staff for all their work and wished everyone a good night.

Vice Mayor Marilyn Sanabria, responded to Council Member Amezquita's comment regarding education and clarified that it is very important to her, with regard to public safety she supports the city's police department, and his use of public comment taking the time to attack staff and the efforts of council. Ms. Sanabria responded to the comment regarding the City clean-up stating she takes her child to events in the community to instill values and care of the community.

At this time Council Member Amezquita interrupted Vice Mayor Sanabria's comments. Mayor Ortiz called Council Member Amezquita out of order followed by his first warning, Council Member Amezquita continued, Mayor Ortiz gave him his second warning, Council Member Amezquita continued to be out of order, Mayor Ortiz then asked Sergeant of Arms to escort Council Member Amezquita out of the chambers.

At 9:15 p.m. Mayor Ortiz called for a brief RECESS.

At 9:19 p.m. Mayor Ortiz RECONVENED the meeting with all Council Members present with the exception of Council Member Amezquita previously escorted out.

Mayor Ortiz allowed Vice Mayor Sanabria to finish her comment.

Vice Mayor Sanabria apologized on behalf of Council Member Amezquita's unprofessionalism, she announced the "Hauntington" Park Halloween event on October 31, 2016 from 3 to 9 p.m. and invited the public to attend and wished all a good night.

Mayor Ortiz, thanked staff for all their hard work, recognized the Tree People and staff for a successful event that took place on Saturday, thanked the Parks and Recreation Department for getting the Girls Softball league up and running, that she will sponsor any 11 to 14 year old girl who wants to play softball and that tomorrow is the deadline, she announced parenting classes at Salt Lake Park and for more information to contact the Parks and Recreation Department and again thank staff for all their hard work.

### **ADJOURNMENT**

At 9:23 p.m. Mayor Ortiz adjourned the City of Huntington Park City Council to a Regular Meeting on Tuesday, October 18, 2016, at 6:00 P.M.

Respectfully submitted,

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Donna G. Schwartz, CMC, City Clerk

DRAFT

## City of Huntington Park List of Funds

<b>Fund</b>	<b>Description</b>	<b>Fund</b>	<b>Description</b>
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  
10-18-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
AAA ELECTRICAL SUPPLY INC	300964-00	535-8016-431.61-45	Street Lighting Supplies	137.45	N
				<b>137.45</b>	
AARON CRUZ	60792/60931	111-6060-466.33-20	Contractual Srv Class	211.20	N
	60739/60892	111-6060-466.33-20	Contractual Srv Class	343.20	N
	60285/60889	111-6060-466.33-20	Contractual Srv Class	316.80	N
	60768/60798	111-6060-466.33-20	Contractual Srv Class	237.60	N
				<b>1,108.80</b>	
ACTION DOOR REPAIR CORP.	15254	111-8023-451.43-10	Buildings - O S & M	1,289.00	N
				<b>1,289.00</b>	
ADAM/TYLKA, GREG BARSHAY	20807-2282	681-0000-228.70-00	Deposit Refund	300.00	N
				<b>300.00</b>	
ADOLFO PACHECO	60386/60763	111-6060-466.33-20	Contractual Srv Class	304.00	N
				<b>304.00</b>	
AIM CONSULTING SERVICES	HP-005REV	220-8010-431.73-10	Improvements	15,108.90	N
				<b>15,108.90</b>	
ALL CITY MANAGEMENT SERVICES	44758	111-7022-421.56-41	Contract/Other	5,183.78	N
				<b>5,183.78</b>	
ALVAREZ-GLASMAN & COLVIN	2016-08-15411	111-0220-411.32-70	Contractual Srv Legal	25,404.08	N
				<b>25,404.08</b>	
ANA CASTELAN	60407/60968	111-0000-347.50-00	Deposit Refund	75.00	N
				<b>75.00</b>	
ARROYO BACKGROUND INVESTIGATIONS	1017	111-7010-421.56-41	Contract/Other	400.00	N
				<b>400.00</b>	
ARTURO P PICAZO	14065-14816	681-0000-228.70-00	Deposit Refund	50.00	N
				<b>50.00</b>	
ASSOCIATED OF LOS ANGELES, INC.	S1116593.001	535-8016-431.61-45	Street Lighting Supplies	1,095.18	N
				<b>1,095.18</b>	
AT&T PAYMENT CENTER	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	162.84	N
	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	594.51	N
	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	307.98	N
	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	101.20	N
	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	101.20	N
	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	101.20	N
	9/7/16-10/6/16	111-9010-419.53-10	Telephone & Wireless	101.20	N
	8/28/16-9/27/16	111-7010-421.53-10	Telephone & Wireless	377.64	N
				<b>1,847.77</b>	

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ATKINSON, ANDELSON, LOYA, RUUD &	501229	111-9010-419.56-41	Contractual Srvc - Other	275.05	N
				<b>275.05</b>	
BENNETT LANDSCAPE	155084	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
	155735	111-8095-431.56-60	Contract Landscape Mantnc	20,666.67	N
				<b>41,333.34</b>	
BLACK AND WHITE EMERGENCY VEHICLES	1381	229-7010-421.74-10	Equipment	136.82	N
				<b>136.82</b>	
CALIF PUBLIC EMPLOYEES RETIREMENT	100000014843456	111-0110-411.23-50	Unfunded PERS Contr-Misc	1,201.14	Y
	100000014843477	111-0210-413.23-50	Unfunded PERS Contr-Misc	0.48	Y
	100000014843456	111-0210-413.23-50	Unfunded PERS Contr-Misc	3,223.49	Y
	100000014843456	111-0230-413.23-50	Unfunded PERS Contr-Misc	1,936.46	Y
	100000014843456	111-1010-411.23-50	Unfunded PERS Contr-Misc	1,269.27	Y
	100000014843456	111-3010-415.23-50	Unfunded PERS Contr-Misc	9,976.54	Y
	100000014843467	111-3010-415.23-50	Unfunded PERS Contr-Misc	2.94	Y
	100000014843477	111-5010-419.23-50	Unfunded PERS Contr-Misc	0.48	Y
	100000014843456	111-5010-419.23-50	Unfunded PERS Contr-Misc	6,529.13	Y
	100000014843456	111-6010-451.23-50	Unfunded PERS Contr-Misc	3,511.95	Y
	100000014843456	111-7010-421.23-50	Unfunded PERS Contr-Misc	4,291.94	Y
	100000014843457	111-7010-421.24-50	Unfunded Pers Contr-Sworn	100,177.56	Y
	100000014843456	111-8010-431.23-50	Unfunded PERS Contr-Misc	12,261.42	Y
	PPE 9-25-16	802-0000-217.30-10	PERS	33,512.23	Y
	PPE 9-25-16	802-0000-218.10-10	PERS Employer	17,207.81	Y
	PPE 9-25-16	802-0000-218.10-10	PERS Employer	40,896.57	Y
				<b>235,999.41</b>	
CALIFORNIA ASSOCIATION OF TACTICAL	1/9/17-1/13/17	111-7010-421.59-20	Professional Develop Post	689.00	N
				<b>689.00</b>	
CALIFORNIA PEACE OFFICERS' ASSN.	1/25/17-1/26/17	111-7010-421.59-20	Professional Develop Post	250.00	N
				<b>250.00</b>	
CALPERS	2121	217-0230-413.28-00	Health Insurance	136,211.54	Y
	2121	217-0230-413.56-41	Contractual Srvc - Other	449.86	Y
	2121	746-0213-413.56-41	Retiree Health Ins Premium	449.86	Y
	2121	802-0000-217.50-10	Contractual Srvc - Other	142,841.20	Y
				<b>279,952.46</b>	
CARLOS GOMEZ	03-FY-17	745-9030-413.56-41	Contractual Srvc - Other	375.00	N
				<b>375.00</b>	

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CELIA VALIDO	11439-5252	681-0000-228.70-00	Final Bill Refund	7.76	N
				<b>7.76</b>	
CELL BUSINESS EQUIPMENT	IN1821573	111-0110-411.43-05	Office Equip - O S & M	31.03	N
	IN1821573	111-0210-413.43-05	Office Equip - O S & M	31.03	N
				<b>62.06</b>	
CEP AMERICA CALIFORNIA	C06 93650	111-7022-421.56-15	Prisoner Medical Services	321.00	N
				<b>321.00</b>	
CHARTER COMMUNICATIONS	10/1-10/31/16	111-9010-419.53-10	Telephone & Wireless	23.32	N
	10/7/16-11/6/16	111-7010-421.53-10	Telephone & Wireless	1,250.00	N
				<b>1,273.32</b>	
CHHP HOLDINGS II, LLC	2000168665-001	111-7022-421.56-15	Prisoner Medical Services	650.88	N
	2099001258-0001	111-7022-421.56-15	Prisoner Medical Services	1,012.22	N
	2000161497-0001	111-7022-421.56-15	Prisoner Medical Services	1,341.19	N
				<b>3,004.29</b>	
CHRISTINA L. DIXON	85	285-8050-432.61-20	Dept Supplies & Expense	19.47	N
				<b>19.47</b>	
CINTIA VALENCIA	60441/60852	111-6060-466.33-20	Contractual Srv Class	278.40	N
				<b>278.40</b>	
CITY OF SOUTH GATE	3	252-7010-421.56-41	Contract/Other	1,474.00	N
				<b>1,474.00</b>	
COMSERCO, INC.	75179	741-8060-431.43-20	Vehicles - O S & M	91.00	N
	75185	741-8060-431.56-41	Contractual Srvs - Other	778.00	N
				<b>869.00</b>	
CONSOLIDATED OFFICE SYSTEMS	28694	111-7040-421.61-31	Dept Supplies Records	969.58	N
				<b>969.58</b>	
CONTRERAS GARDEN SUPPLY	09/21/2016	741-8060-431.43-20	Vehicles - O S & M	94.00	N
				<b>94.00</b>	
DAILY JOURNAL CORPORATION	B2923370	111-4010-431.54-00	Advertising & Publication	50.40	N
	A2923116	111-4010-431.54-00	Advertising & Publication	22.10	N
	B2924752	111-5010-419.54-00	Advertising & Publication	672.00	N
	A2923097	111-5010-419.54-00	Advertising & Publication	91.80	N
	A2930090	111-5010-419.54-00	Advertising & Publication	91.80	N
	B2913661	239-5060-463.54-00	Advertising & Publication	168.00	N
				<b>1,096.10</b>	
DAPPER TIRE CO.	43643890	741-8060-431.43-20	Vehicles - O S & M	879.09	N
				<b>879.09</b>	

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DATA TICKET INC.	73464	111-3010-415.44-00	Rental & Leases	2,520.00	N
	72872	111-3010-415.56-15	Citation Prkng Collection	3,740.73	N
	73464	111-3010-415.56-15	Citation Prkng Collection	13,618.58	N
	72872	111-3010-415.56-41	Contractual Srvc - Other	654.24	N
	73464	111-3010-415.56-41	Contractual Srvc - Other	662.04	N
	72249	111-3010-415.56-41	Contractual Srvc - Other	353.59	N
	73525	111-7010-421.56-41	Contract/Other	239.67	N
				<b>21,788.85</b>	
DAY WIRELESS SYSTEMS	81591	111-7010-421.56-41	Contract/Other	900.00	N
				<b>900.00</b>	
DEPARTMENT OF ANIMAL CARE & CONTROL	9/15/2016	111-7065-441.56-41	Contractual Srvc - Other	10,302.55	N
				<b>10,302.55</b>	
DIAMOND MANUFACTURING, INC	31794	219-0250-431.43-21	Metro Transit O S & M	668.00	N
				<b>668.00</b>	
DIMENSION DATA NORTH AMERICA, INC	8037190	111-7010-421.53-10	Telephone & Wireless	210.00	N
				<b>210.00</b>	
DISH NETWORK	10/12-11/11/16	111-7010-421.53-10	Telephone & Wireless	69.11	N
				<b>69.11</b>	
E.B. BRADLEY CO.	1583308-01	111-8024-421.43-10	Buildings - O S & M	9.01	N
				<b>9.01</b>	
ERIKA SEGURA	60514/61053	111-0000-228.20-00	Deposit Refund	75.00	N
				<b>75.00</b>	
ESTELA RAMIREZ	60568/60956	111-6060-466.33-20	Contractual Srv Class	208.00	N
				<b>208.00</b>	
EWING IRRIGATION PRODUCTS, INC.	2113508	535-6090-452.61-20	Dept Supplies & Expense	297.57	N
				<b>297.57</b>	
EXPERT ROOTER	93156	111-8024-421.43-10	Buildings - O S & M	307.00	N
				<b>307.00</b>	
F&A FEDERAL CREDIT UNION	PPE 9-25-2016	802-0000-217.60-40	Credit Union	16,035.50	Y
				<b>16,035.50</b>	
FAIR HOUSING FOUNDATION	1	239-5060-463.56-41	Contractual Srvc - Other	784.44	N
	2	239-5060-463.56-41	Contractual Srvc - Other	845.39	N
				<b>1,629.83</b>	
FEDEX	5-555-92678	111-7010-421.61-20	Dept Supplies & Expense	11.16	N
				<b>11.16</b>	
FOUNTAIN SERVICES INC	9902	111-8022-419.43-10	Buildings - O S & M	365.00	N
				<b>365.00</b>	

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FRED AND FERNANDO FIMBRES	19111-21136	681-0000-228.70-00	Deposit Refund	70.78	N
	19111-21152	681-0000-228.70-00	Deposit Refund	266.30	N
	19111-21170	681-0000-228.70-00	Deposit Refund	261.83	N
				<b>598.91</b>	
GALANTE EVENTS	8/26/16	239-6060-466.61-20	Dept Supplies & Expense	500.00	N
				<b>500.00</b>	
GG-ONE SOFTWARE INC	2414	111-1010-411.56-41	Contractual Srvc - Other	180.00	N
				<b>180.00</b>	
GLOBALSTAR USA	100000000768246	111-7010-421.53-10	Telephone & Wireless	58.60	N
				<b>58.60</b>	
GRACIELA CEBALLOS	60318/61051	111-0000-347.50-00	Deposit Refund	35.00	N
				<b>35.00</b>	
GRAINGER	9218883909	741-8060-431.43-20	Office Equip - O S & M	41.32	N
	9173285041	111-6010-451.43-05	Vehicles - O S & M	875.46	N
				<b>916.78</b>	
HALLOWEEN CLUB	1-18-111646	111-6020-451.61-35	Recreation Supplies	168.92	N
				<b>168.92</b>	
HERNANDEZ SIGNS, INC.	2869	111-6020-451.61-35	Recreation Supplies	115.54	N
	2875	741-8060-431.43-20	Vehicles - O S & M	1,017.36	N
	2873	741-8060-431.43-20	Vehicles - O S & M	1,553.25	N
				<b>2,686.15</b>	
HOME DEPOT - PARKS & RECREATION	7263813	111-6020-451.61-35	Recreation Supplies	56.61	N
	3263776	239-6060-466.61-20	Dept Supplies & Expense	113.69	N
				<b>170.30</b>	
HOME DEPOT - PUBLIC WORKS	9263207	111-8022-419.43-10	Materials	36.91	N
	3263274	111-8022-419.43-10	Street Lighting Supplies	195.73	N
	3263339	111-8022-419.43-10	Buildings - O S & M	13.31	N
	7263340	111-8022-419.43-10	Buildings - O S & M	4.87	N
	4263260	111-8024-421.43-10	Buildings - O S & M	38.38	N
	4263260	111-8010-431.61-21	Buildings - O S & M	404.27	N
	7263226	287-8055-432.61-20	Buildings - O S & M	17.32	N
	263501	287-8055-432.61-20	Dept Supplies & Expense	108.78	N
	9263210	535-6090-452.61-20	Dept Supplies & Expense	34.98	N
	5263366	535-6090-452.61-20	Dept Supplies & Expense	165.14	N
	4263265	535-8016-431.61-45	Dept Supplies & Expense	150.39	N
				<b>1,170.08</b>	

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HUNTINGTON PARK RUBBER STAMP CO.	RGC4667	111-7010-421.61-20	Dept Supplies & Expense	97.39	N
	RGC8584	111-7030-421.61-20	Dept Supplies & Expense	21.80	N
				<b>119.19</b>	
IBE DIGITAL	38934A 1	111-1010-411.61-20	Dept Supplies & Expense	16.35	N
				<b>16.35</b>	
ICSC	1649814	111-0240-466.59-15	Professional Development	135.00	N
				<b>135.00</b>	
INTER VALLEY POOL SUPPLY, INC	89780	681-8030-461.41-00	Water Resource/Purchase	176.78	N
	89777	681-8030-461.41-00	Water Resource/Purchase	328.54	N
	89778	681-8030-461.41-00	Water Resource/Purchase	291.85	N
	89779	681-8030-461.41-00	Water Resource/Purchase	103.40	N
	88043	681-8030-461.41-00	Water Resource/Purchase	200.12	N
				<b>1,100.69</b>	
IRMA VINDEL	18067-14220	681-0000-228.70-00	Deposit Refund	83.32	N
				<b>83.32</b>	
JACK'S MUFFLER SERVICE	9950	219-0250-431.43-21	Metro Transit O S & M	99.50	N
				<b>99.50</b>	
JDS TANK TESTING & REPAIR INC	9350	741-8060-431.43-20	Vehicles - O S & M	135.00	N
				<b>135.00</b>	
KONICA MINOLTA PREMIER FINANCE	313950271	111-7040-421.44-10	Rent (Incl Equip Rental)	1,278.03	N
				<b>1,278.03</b>	
KOSMONT & ASSOCIATES, INC.	0004	111-5010-419.56-41	Contractual Srvc - Other	603.20	N
				<b>603.20</b>	
LAKESHORE LEARNING MATERIALS	2893	239-6060-466.61-20	Dept Supplies & Expense	28.91	N
				<b>28.91</b>	
LAN WAN ENTERPRISE, INC	56196	111-0110-411.74-10	Equipment	129.46	N
	56196	111-0210-413.74-10	Equipment	129.46	N
	56366	111-7010-421.56-41	Contract/Other	6,895.58	N
	56349	111-7010-421.61-20	Dept Supplies & Expense	727.63	N
	56375	111-7010-421.61-20	Dept Supplies & Expense	516.60	N
	56363	225-7120-421.74-10	Equipment	4,416.58	N
	55498	227-7113-421.74-10	Equipment	10,182.95	N
	56373	229-7010-421.74-10	Equipment	8,997.65	N
				<b>31,995.91</b>	
LENTZ LOCKSMITH SERVICE	11324	111-8020-431.43-10	Buildings - O S & M	107.91	N
				<b>107.91</b>	

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LEONARD GARCIA	09/15/2016	111-6020-451.61-35	Recreation Supplies	26.27	N
	3213503132	239-6060-466.61-20	Dept Supplies & Expense	21.96	N
	123	239-6060-466.61-20	Dept Supplies & Expense	200.00	N
				<b>248.23</b>	
LUCIA CASTILLO	60243/60446	111-6060-466.33-20	Contractual Srv Class	456.00	N
	60326/60951	111-6060-466.33-20	Contractual Srv Class	486.40	N
	60266/60856	111-6060-466.33-20	Contractual Srv Class	516.80	N
				<b>1,459.20</b>	
LUCKY TOURS CHARTER INC	2041	219-0250-431.57-70	Recreation Transit	750.00	N
				<b>750.00</b>	
MANUEL PRIETO	60275/60936	111-6060-466.33-20	Contractual Srv Class	516.80	N
	60524/60599	111-6060-466.33-20	Contractual Srv Class	152.00	N
				<b>668.80</b>	
MARIA A. GONZALEZ	5885-2912	681-0000-228.70-00	Deposit Refund	9.53	N
				<b>9.53</b>	
MARIA FLORES	11687-14550	681-0000-228.70-00	Deposit Refund	20.00	N
				<b>20.00</b>	
MARTHA V. CASTILLO	9/27/16-9/29/16	111-0230-413.59-15	Professional Development	128.52	N
	9/27/16-9/29/16	111-0230-413.59-15	Professional Development	56.00	N
				<b>184.52</b>	
METRO TRANSIT SERVICES	201608	219-0000-340.30-00	Fixed Route Fares	-7,260.26	N
	201609	219-0000-340.30-00	Fixed Route Fares	-6,954.84	N
	201608	219-0250-431.56-43	Fixed Route Transit	98,499.78	N
	201609	219-0250-431.56-43	Fixed Route Transit	82,374.42	N
	201608	219-0250-431.62-30	Metro Transit Fuel & Oil	-7,195.63	N
	201609	219-0250-431.62-30	Metro Transit Fuel & Oil	-6,779.22	N
	201609	220-0250-431.56-43	Fixed Route Transit	8,531.93	N
				<b>161,216.18</b>	
MILTON NIMITUJ	59795/61052	111-0000-228.20-00	Deposit Refund	500.00	N
	59795/61052	111-0000-347.30-00	Deposit Refund	90.00	N
				<b>590.00</b>	
MISC-DEMOLITION DEPOSIT REFUNDS	5692	111-0000-322.10-10	C&D Refund	1,820.00	N
				<b>1,820.00</b>	
NAPA PARTS WHOLESale	181403	219-0250-431.43-21	Metro Transit O S & M	77.46	N
	182706	741-8060-431.43-20	Vehicles - O S & M	118.27	N
	181474	741-8060-431.43-20	Vehicles - O S & M	3.80	N

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NAPA PARTS WHOLESale	181727	741-8060-431.43-20	Vehicles - O S & M	32.57	N
	181144	741-8060-431.43-20	Vehicles - O S & M	74.77	N
	181824	741-8060-431.43-20	Vehicles - O S & M	104.55	N
	182193	741-8060-431.43-20	Vehicles - O S & M	15.11	N
	182117	741-8060-431.43-20	Vehicles - O S & M	102.90	N
	177156	741-8060-431.43-20	Vehicles - O S & M	137.19	N
				<b>666.62</b>	
NATION WIDE RETIREMENT SOLUTIONS	PPE 9-25-2016	802-0000-217.40-10	Deferred Compensation	17,253.91	Y
				<b>17,253.91</b>	
NATIONWIDE ENVIRONMENTAL SERVICES	27861	111-8030-461.56-42	Storm Water WMP	8,874.00	N
				<b>8,874.00</b>	
NICANOR PACHECO	82033924	111-7010-421.59-20	Professional Develop Post	455.44	N
	9/13/16-9/16/16	111-7010-421.59-20	Professional Develop Post	161.25	N
	9/13/16-9/16/16	111-7010-421.59-20	Professional Develop Post	425.52	N
				<b>1,042.21</b>	
NORMA URENA	60590/60797	111-6060-466.33-20	Contractual Srv Class	211.20	N
				<b>211.20</b>	
O'REILLY AUTO PARTS	2959-128559	741-8060-431.43-20	Metro Transit O S & M	32.67	N
	2959-130080	741-8060-431.43-20	Vehicles - O S & M	34.14	N
	2959-124761	741-8060-431.43-20	Vehicles - O S & M	11.01	N
	2959-128793	741-8060-431.43-20	Vehicles - O S & M	6.69	N
	2959-128855	741-8060-431.43-20	Vehicles - O S & M	35.16	N
	2959-138273	741-8060-431.43-20	Vehicles - O S & M	6.53	N
	2959-138495	741-8060-431.43-20	Vehicles - O S & M	60.81	N
	2959-138232	741-8060-431.43-20	Vehicles - O S & M	49.50	N
	2959-139083	741-8060-431.43-20	Vehicles - O S & M	87.82	N
	2959-142124	741-8060-431.43-20	Vehicles - O S & M	95.83	N
	2959-138494	741-8060-431.43-20	Vehicles - O S & M	207.24	N
	2959-139109	741-8060-431.43-20	Vehicles - O S & M	96.44	N
	2959-141093	741-8060-431.43-20	Vehicles - O S & M	45.77	N
	2959-141064	741-8060-431.43-20	Vehicles - O S & M	316.41	N
	2959-138943	741-8060-431.43-20	Vehicles - O S & M	6.67	N
	2959-139866	741-8060-431.43-20	Vehicles - O S & M	18.74	N
	2959-140869	741-8060-431.43-20	Vehicles - O S & M	3.58	N
	2959-141751	741-8060-431.43-20	Vehicles - O S & M	53.51	N
	2959-141304	741-8060-431.43-20	Vehicles - O S & M	153.19	N

**City of Huntington Park  
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Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
O'REILLY AUTO PARTS	2959-141320	741-8060-431.43-20	Vehicles - O S & M	153.19	N
	2959-142238	741-8060-431.43-20	Vehicles - O S & M	260.06	N
	2959-144078	741-8060-431.43-20	Vehicles - O S & M	207.09	N
	2959-144363	741-8060-431.43-20	Vehicles - O S & M	463.68	N
	2959-144041	741-8060-431.43-20	Vehicles - O S & M	54.49	N
	2959-144057	741-8060-431.43-20	Vehicles - O S & M	-352.16	N
	2959-147427	741-8060-431.43-20	Vehicles - O S & M	108.99	N
	2959-150110	741-8060-431.43-20	Vehicles - O S & M	13.07	N
	2959-142578	741-8060-431.43-20	Vehicles - O S & M	12.84	N
	2959-142090	741-8060-431.43-20	Vehicles - O S & M	50.67	N
	2959-142654	219-0250-431.43-21	Vehicles - O S & M	105.09	N
	2959-138606	741-8060-431.43-20	Vehicles - O S & M	145.69	N
					<b>2,544.41</b>
OK PRINTING DESIGN & DIGITAL PRINT	261	111-3010-415.61-20	Dept Supplies & Expense	215.40	N
	254	111-5010-419.61-20	Dept Supplies & Expense	93.96	N
	257	111-8010-431.61-21	Materials	1,023.20	N
	263	111-8020-431.61-20	Dept Supplies & Expense	218.00	N
				<b>1,550.56</b>	
OLIVAREZ MADRUGA, LLP	14083	745-9031-413.32-70	Contractual Srv Legal	900.00	N
				<b>900.00</b>	
OLIVIER & DOYLE BODY SHOP	11531	741-8060-431.43-20	Vehicles - O S & M	276.26	N
				<b>276.26</b>	
OSUNA SINALOA AUTO GLASS CORP	C002638	741-8060-431.43-20	Vehicles - O S & M	195.00	N
				<b>195.00</b>	
PARAMOUNT ICELAND INC.	60524/60854	111-6060-466.33-20	Contractual Srv Class	384.00	N
				<b>384.00</b>	
PRESENTA PLAQUE CORPORATION	20227	111-0110-411.61-20	Dept Supplies & Expense	326.80	N
				<b>326.80</b>	
PRUDENTIAL OVERALL SUPPLY	50868150	111-6010-451.56-41	Contractual Srv - Other	42.43	N
	50893572	111-6010-451.56-41	Contractual Srv - Other	42.43	N
	50899113	111-6010-451.56-41	Contractual Srv - Other	42.43	N
	50908997	111-6010-451.56-41	Contractual Srv - Other	42.43	N
	50914893	111-7010-421.61-20	Dept Supplies & Expense	18.94	N
	50910009	111-7010-421.61-20	Dept Supplies & Expense	18.94	N
				<b>207.60</b>	

**City of Huntington Park  
Demand Register  
10-18-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y\N
RAMCAST ORNAMENTAL SUPPLY CO, INC.	0375023-IN	221-8012-429.61-20	Dept Supplies & Expense	479.99	N
				<b>479.99</b>	
RAPHAEL CASTILLO	58768/61070	111-0000-228.20-00		500.00	N
				<b>500.00</b>	
RICOH AMERICAS CORP	51099792	111-6010-451.56-41	Contractual Srvc - Other	233.90	N
	51515558	111-6010-451.56-41	Contractual Srvc - Other	233.90	N
				<b>467.80</b>	
RICOH USA, INC.	5044536442	111-6010-451.56-41	Contractual Srvc - Other	104.74	N
				<b>104.74</b>	
RIO HONDO COLLEGE	74606	111-7010-421.59-20	Professional Develop Post	18.40	N
				<b>18.40</b>	
RUTAN & TUCKER, LLP	756414	111-0220-411.32-70	Contractual Srv Legal	1,377.62	N
				<b>1,377.62</b>	
SANTA FE BUILDING MAINTENANCE	15323	111-6020-451.56-41	Contractual Srvc - Other	850.00	N
	15331	111-6020-451.56-41	Contractual Srvc - Other	200.00	N
	15322	111-6020-451.56-41	Contractual Srvc - Other	455.00	N
	15220	111-8020-431.56-41	Contractual Srvc - Other	1,050.55	N
	15220	111-8022-419.56-41	Contractual Srvc - Other	3,892.91	N
	15220	111-8023-451.56-41	Contractual Srvc - Other	8,302.64	N
	15220	111-8024-421.56-41	Contract/Other	5,286.32	N
				<b>20,037.42</b>	
SEVERN TRENT ENVIRONMENTAL SERVICES	12584	283-8040-432.56-41	Contractual Srvc - Other	4,613.05	N
				<b>4,613.05</b>	
SHARE CORPORATION	959899	111-8020-431.43-10	Buildings - O S & M	134.55	N
	959898	535-6090-452.61-20	Dept Supplies & Expense	347.21	N
				<b>481.76</b>	
SMART & FINAL	192634	239-6060-466.61-20	Dept Supplies & Expense	101.37	N
	181671	239-6060-466.61-20	Dept Supplies & Expense	46.56	N
	181669	239-6060-466.61-20	Dept Supplies & Expense	30.04	N
				<b>177.97</b>	
SOURCE ONE OFFICE PRODUCTS, INC.	WO-24877-1	111-3010-415.61-20	Dept Supplies & Expense	385.90	N
	WO-25518-1	111-7040-421.61-31	Dept Supplies Records	62.65	N
				<b>448.55</b>	
SOUTHERN CALIFORNIA EDISON	8/25/16-9/26/16	535-8016-431.62-10	Heat Light Water & Power	35.05	N
	8/2/16-8/31/16	681-8030-461.62-20	Heat Light Water & Power	17,818.49	N
	8/2/16-8/31/16	111-8023-451.62-10	Heat Light Water & Power	9,820.82	N

**City of Huntington Park  
Demand Register  
10-18-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
SOUTHERN CALIFORNIA EDISON	8/2/16-8/31/16	111-8022-419.62-10	Heat Light Water & Power	1,907.32	N
	8/22/16-9/21/16	111-8022-419.62-10	Heat Light Water & Power	925.17	N
	8/17/16-9/16/16	111-8020-431.62-10	Power Gas & Lubricants	1,700.78	N
				<b>32,207.63</b>	
SPARKLETTS	4533656 091516	111-0110-411.61-20	Dept Supplies & Expense	28.26	N
	4533656 091516	111-0210-413.61-20	Dept Supplies & Expense	28.27	N
				<b>56.53</b>	
ST. FRANCIS HOSPITAL MED. CTR	6362851-5	111-7022-421.56-15	Prisoner Medical Services	2,980.00	N
				<b>2,980.00</b>	
STACY MEDICAL CENTER	3160-17666	111-7022-421.56-15	Prisoner Medical Services	1,972.22	N
				<b>1,972.22</b>	
STANDARD GLASS & MIRROR	09/12/2016	111-8022-419.43-10	Buildings - O S & M	301.27	N
				<b>301.27</b>	
STANDARD INSURANCE COMPANY	09/19/2016	802-0000-217.50-70	Life, ADD, LT Disability	1,850.88	N
				<b>1,850.88</b>	
STAPLES CREDIT PLAN	97284	246-5098-463.61-20	Dept Supplies & Expense	21.31	N
				<b>21.31</b>	
STATE WATER RESOURCES CONTROL	LW-1005847	681-8030-461.42-05	Permits & Fees	22,362.48	N
				<b>22,362.48</b>	
SUNGARD PUBLIC SECTOR INC.	126002	111-9010-419.43-15	Financial Systems	10,859.50	N
				<b>10,859.50</b>	
SUSAN CRUM	619126982	111-0210-413.61-20	Dept Supplies & Expense	42.46	N
	10/04/2016	111-0110-411.61-20	Dept Supplies & Expense	16.14	N
				<b>58.60</b>	
TELEWORKS	15330	111-9010-419.53-10	Telephone & Wireless	140.00	N
				<b>140.00</b>	
THE DUMBELL MAN FITNESS EQUIPMENT	13381	111-6010-451.56-41	Contractual Srvc - Other	282.71	N
				<b>282.71</b>	
TRANSTECH ENGINEERS, INC.	20162073	111-5010-419.56-41	Contractual Srvc - Other	360.00	N
	20161773	111-5010-419.56-49	Contract Bldng Inspection	79,903.75	N
	20161972	111-5010-419.56-49	Contract Bldng Inspection	38,743.48	N
	20162064	111-5010-419.56-49	Contract Bldng Inspection	34,699.12	N
	20162065	111-5010-419.56-49	Contract Bldng Inspection	2,437.50	N
	20162067	111-5010-419.56-49	Contract Bldng Inspection	180.00	N
				<b>156,323.85</b>	

**City of Huntington Park  
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10-18-16**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount	Prepaid Y/N
U.S. BANK	PPE 9-25-2016	802-0000-217.30-20	PARS	2,016.40	Y
	PPE 9-25-2016	802-0000-217.30-20	PARS	2,354.57	Y
	PPE 9-25-2016	802-0000-218.10-05	PARS EMPLOYER	14,504.60	Y
				<b>18,875.57</b>	
U.S. HEALTH WORKS	2988227-CA	111-0230-413.56-41	Contractual Srvc - Other	740.00	N
	2991991-CA	111-0230-413.56-41	Contractual Srvc - Other	502.00	N
				<b>1,242.00</b>	
UNDERGROUND SERVICE ALERT OF SO CAL	820160125	221-8014-429.56-41	Contractual Srvc - Other	106.50	N
				<b>106.50</b>	
US BANK	4361849	216-3010-415.56-42	Trustee Fees	2,257.50	Y
				<b>2,257.50</b>	
V & V MANUFACTURING, INC.	43480	111-7010-421.61-20	Dept Supplies & Expense	346.03	N
				<b>346.03</b>	
VICTOR HUGO FIGUEROA	17017-3020	681-0000-228.70-00	Deposit Refund	36.26	N
				<b>36.26</b>	
VULCAN MATERIALS COMPANY	71246145	111-8010-431.61-21	Materials	168.21	N
	71237642	111-8010-431.61-21	Materials	78.09	N
	71237641	111-8010-431.61-21	Materials	214.38	N
	71241438	111-8010-431.61-21	Materials	78.83	N
	71239672	111-8010-431.61-21	Materials	78.83	N
				<b>618.34</b>	
WALK FOR HUMANITY	61056/61071	111-0000-228.20-00	Deposit Refund	500.00	N
				<b>500.00</b>	
WELLS FARGO BANK-FIT	PPE 9-25-2016	802-0000-217.20-10	Federal W/Holding	54,670.22	Y
				<b>54,670.22</b>	
WELLS FARGO BANK-MEDICARE	PPE 9-25-2016	802-0000-217.10-10	Medicare	6,776.67	Y
				<b>6,776.67</b>	
WELLS FARGO BANK-SIT	PPE 9-25-2016	802-0000-217.20-20	State W/Holding	17,680.68	Y
				<b>17,680.68</b>	
XEROX CORPORATION	86049431	111-8020-431.43-05	Office Equip - O S & M	121.18	N
	86049431	285-8050-432.43-05	Rent (Incl Equip Rental)	121.18	N
	86049431	681-8030-461.43-05	Office Equip - O S & M	121.17	N
	86445352	111-7030-421.44-10	Office Equip - O S & M	516.56	N
				<b>880.09</b>	
				<b>1,280,240.61</b>	



# CITY OF HUNTINGTON PARK

City Council  
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:

## **AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. **Regarding Item 1.** Authorize the expenditure in a not-to-exceed amount of \$76,000 for a Christmas Parade; and
2. **Regarding Item 1.** Approve the use of public streets; and the closure of certain streets including Pacific Boulevard between Slauson and Florence Avenues; and closure of portions of Gage, Zoe and Saturn Avenues; and
3. **Regarding Item 2.** Authorize the expenditure in a not-to-exceed amount of \$50,000 for Holiday Decorations; and
4. **Regarding Item 3.** Ratify the expenditure of \$70,000; and
5. **Regarding Item 4.** Authorize the expenditure of \$425,000 for the fixed route transportation program.

### **ITEM 1: CHRISTMAS LANE PARADE: \$76,000**

The Christmas Lane Parade (the "Parade") has been part of the City of Huntington Park for over sixty-five years, and is now a holiday tradition that everyone looks forward to each year. The Chamber of Commerce ("Chamber") has been the main organizer of the event in the past; with recent financial challenges at the Chamber and in the interest of preserving the tradition, the City will assume the Parade's organization for this fiscal year. Estimated to attract approximately 15,000 attendees, the Parade will take place on Saturday, December 10, 2016 from 6:00 p.m. - 7:30 p.m.

# AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES

October 18, 2016

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Costs associated with this event are identified in the accompanying table:

The Chamber will work to secure sponsors as in the past, and collectively, the City and the Chamber will work to ensure success. Additionally, a private event contractor will manage the production of the Parade itself and a separate contractor will oversee the filming and production aspects for the parade to be televised.	Chamber of Commerce Assistance	\$7,000
	Misc. (permits, supplies, fire dept.)	\$11,900
	Production company	\$35,000
	Police Department	\$9,970
	Public Works	\$11,775
	<b>Total Estimated Cost</b>	<b>\$75,645</b>

## Legal and Program Requirements

Pursuant to the City's Municipal Code, Section 5-13 (Activities in Public Places), City Council approval is required for the use of public streets. The Police Department, Public Works Department, Engineering Division, Building and Safety Division, Finance

In order to facilitate entry units, marching bands, floats, specialty units, and convertible vehicles, Pacific Boulevard will be closed to vehicular traffic between Slauson Avenue and Florence Avenue. Portions of intersecting side streets such as Gage Avenue, Zoe Avenue, and Saturn Avenue will also be closed for ancillary activities.

Since the City is producing the event a Permit in Public Places is not required. City Council can authorize the production/sponsoring of the event and the closure of the streets. The City will need to obtain approvals from outside agency such as County Fire Department and notify transit. All affected merchants and residence will be notified of the closure of the streets and of the event.

## ITEM 2: HOLIDAY DECORATIONS: \$50,000

Staff is requesting up to \$50,000 to enhance our holiday decoration presentation. Each year the City provides holiday decorations on Pacific Boulevard for the community to enjoy. In 2014, the City purchased holiday decorations from manufacturer Dekra-Lite Decoration Innovation (Dekra-Lite). Wanting to supplement previously-purchased holiday decorations, staff has researched additional vendors:

Alternatives Considered	Full Cost of Recommended Option
1) <b>Dekra-Lite</b> – Installation, removal and storage of existing City-owned Decorations. Any damaged decorations will be replaced upon installation; removal and storage will be provided. Any added services is at additional cost with this vendor as such service is not provided by other vendors	\$17,535
2) <b>Dekra-Lite</b> – Revamping City-owned Decorations. Upgrade of all City-owned decorations with LED, cool white lights; additional mini light to the overhead	25,497
3) <b>Dekra Lite – Shooting Star Skylines</b> . Proposal to add Shooting Star Skylines. The Star Skylines are 21.5' end to end and will give a lot of illumination during the night time only. This cost is for a set of two and	45,960

## AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES

October 18, 2016

Page 3 of 3

includes installation, removal and storage. Were this the choice, then we would recommend the purchase of 5 additional Star Skylines at \$5,685 each

- 4) **Sierra Display - Skyline Decorations.** Installation of skyline artificial garland with lighting decorations to the entry and exit of the boulevard. Decorations will have a lot of illumination in the day and night time. The following decorations, proposed by Skyline includes installation, removal, and storage of the skylines. We would propose to purchase a minimum of five (5) of any one of the following four items: 32,510
- Feliz Navidad (\$2,565)
  - Garland and Red Berries (\$950)
  - Christmas Flower (\$2,560)
  - Season's Greetings (\$2,995)

### **ITEM 3: TIERRA WEST: \$70,000**

At the October 4<sup>th</sup> meeting, City Council requested that we continue this item in order to receive the General Plan Update. That Update will be provided by separate presentation by the Economic Development Manager.

In the October 4<sup>th</sup> report, a request had also been made for an appropriation of \$70,000 as a result of a budget override. We made the overdue payment from currently available resources. We are requesting City Council's ratification of this expenditure. As mentioned previously, the City Council previously approved this contract and expense, however it was inadvertently deleted from the budget for this fiscal year.

### **ITEM 4: FIXED ROUTE TRANSPORTATION PROGRAM: \$425,000**

The City Council approved modifications to the fixed route program last fiscal year for operation of the HP Express. The approved budget item fell short of the additional \$425,000 required to run the program, thus an additional appropriation is required at this time.

### **FISCAL IMPACT**

With the adoption of a balanced budget for FY 16/17, both Council and staff have been mindful that ongoing appropriations throughout the year jeopardize the overarching goal of keeping operating costs within the constraints of operating revenues.

Staff proposes that existing resources be used at this time for Items 1, 2 and 3, and to the extent that any additional appropriations are needed, then those appropriations should be presented within the context of the six month financial performance report presented by the Finance Director. Regarding Item 4, Prop C funds shall be used to the extent available with the difference being made up with general fund dollars.

### **CONCLUSION**

Upon Council approval, staff will move forward with the events and items as proposed.



# CITY OF HUNTINGTON PARK

City Clerk's Office  
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:

## **COUNCIL APPOINTMENTS TO YOUTH COMMISSION**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Make appointments to the Youth Commission consistent with the newly adopted provisions set forth in Resolution No. 2015-19 and Ordinance 939-NS.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

On June 1, 2015, the City Council adopted Ordinance No. 939-NS, Establishing a Youth Commission. All members shall be between the ages of 14 and 19 years of age at the time of appointment. Each member shall remain in good academic standing with their respective schools as defined by each school, and/or submit two letters of recommendations as a requirement of the application process.

Individuals appointed to the Youth Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

### **FISCAL IMPACT**

There is no fiscal impact. Compensation for Youth Commission is \$25 a month per Commissioner for an annual amount of \$3,000, which has been budgeted for FY 2016-2017 to account 111-0122-413.19-05 and 111-0123-413.19-05.

## **COUNCIL APPOINTMENTS TO YOUTH COMMISSION**

October 18, 2016

Page 2 of 2

### **CONCLUSION**

Terms will run concurrent with the Council Member who appoints. Currently the terms end March 2017 and March 2019. After appointment City Clerk will notify applicants of the nominations.

Respectfully submitted,



EDGAR P. CISNERS  
City Manager



Donna G. Schwartz, CMC  
City Clerk

### **ATTACHMENT(S)**

- A. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.
- B. Ordinance No. 939-NS, Establishing a Youth Commission and Adding Title 2, Chapter 11 to the Huntington Park Municipal Code.



1           **SECTION 3: Appointment, Reappointment and Removal.**

2           Each member of the City Council shall have authority to appoint one (1)  
3 member to each Commission, with the exception of the Youth Commission, which  
4 shall consist of two (2) members appointed by each City Councilmember. Each  
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming  
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said  
7 Commission position for that respective Councilmember appointment. If no  
8 appointment is made within sixty (60) days of assuming office, or from the adoption of  
9 this Resolution, or from a vacancy occurring for said Commission position, the Mayor  
10 shall appoint a member to the vacant seat.

11           Commission members may be removed from their appointment due to  
12 disqualification as provided for in this Resolution or upon the sole decision by the  
13 Councilmember who appointed that Commissioner. All appointments or removal of  
14 Commissioners shall occur at an open meeting of the City Council. If removal of a  
15 Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last  
16 address on file with the City.

17           **SECTION 4: Term of Office.**

18           Each Commissioner's term shall be for a period of four years, unless removed  
19 by the appointing Councilmember or as a result of disqualification as set forth herein.  
20 Notwithstanding the foregoing, no Commissioner shall serve for a period which  
21 exceeds the time in office for the Councilmember appointing that Commissioner. In  
22 the event that the appointing Councilmember completes his or her term, vacates their  
23 office or otherwise is no longer holding office, the term of the Commissioner appointed  
24 by said Councilmember shall end. However, nothing contained in this section shall  
25 prevent another Councilmember or the new Councilmember from appointing the  
26 individual back to the same Commission or to a different Commission.

27           **SECTION 5: Vacancy Due to Disqualification.**

28           When a member no longer meets the qualifications for the Commission, the  
member is therefore disqualified, and the office shall thereupon become vacant.

**SECTION 6: Vacancy.**

          If for any reason a vacancy occurs, it shall be filled by appointment by the  
member of the City Council who appointed said Commissioner for the unexpired  
portion of such term.

**SECTION 7: Quorum.**

          A majority of the total number of members of the Commission shall constitute a  
quorum for the transaction of business, but a lesser number may adjourn from time to  
time for want of quorum and until a quorum can be obtained.

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**SECTION 8: Purpose.**

The purpose, duties and responsibilities of each Commission shall be established by the City Council by ordinance and codified in the Huntington Park Municipal Code.

**SECTION 9: Organization.**

Annually in the month of March, the Commission shall elect one of its members as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff liaisons shall act as the conduit for all communications to the City Council.

**SECTION 10: Meetings.**

Regular meetings of the Commission shall be as set by each Commission. The place of such meetings shall be at City Hall unless otherwise designated by the City Council or approved by a majority of the total membership of the Commission. When the day for such regular meetings falls on a legal holiday, the meeting shall not be held on such holiday, but shall be held at the same hour on the next succeeding day thereafter which is not a holiday. All meetings of the Commission shall be open and public, and subject to all laws of the state of California e.g. the Brown Act, governing open public meetings. The Commission shall adopt its own rules for the transaction of its business and keep a record of resolutions, findings and recommendations and actions voted upon. A report of each meeting of the Commission shall be given to the City Council.

**SECTION 11: Termination of Commission.**

Termination of the Commission shall be done at the will and vote of the City Council.

**SECTION 12: Compensation.**

Commission member compensation shall be set by resolution of the City Council.

**SECTION 13: Commission Handbook.**

All Commission Members must adhere to the provisions contained and referenced in the City of Huntington Park Commission Handbook as approved by the City Council.

**SECTION 14:**

The City Clerk shall certify to the adoption of this Resolution.

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**PASSED, APPROVED AND ADOPTED THIS 18<sup>th</sup> day of May, 2015.**

  
Karina Macias  
Mayor

ATTEST:

  
Donna G. Schwartz, CMC  
City Clerk

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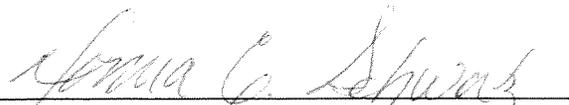
CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF HUNTINGTON PARK )

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015–19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18<sup>th</sup> day of May, 2015, by the following vote, to wit:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20<sup>th</sup> day of May 2015.

  
\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk



1 member's term, a Youth Commission member's term shall also immediately expire  
2 upon the member's reaching twenty-one years of age.

3 2-11.603 - Powers and duties.

4 The Youth Commission shall be for all purposes an advisory commission to the  
5 city council for matters relating specifically to youth. This includes activities orientated  
6 toward recreation and civic programs, and those activities that pertain to life issues,  
7 thus addressing leisure needs and creating awareness and improving quality of life for  
8 our youth. In addition the commission shall review and recommend policies and  
9 programs which directly impact youth issues and the quality of life not only for the  
10 youth of the City but for all residents of the City of Huntington Park.

11 2-11.604 - Meetings—Frequency—Place.

12 That the commission shall hold regular meetings, at least once per month, at  
13 the city hall, and may hold such additional meetings at the place as it may deem  
14 necessary or expedient. Each commissioner shall attend other commission meetings  
15 and City Council meetings on rotation basis as a method of gaining valuable insight to  
16 the functions of the government process.

17 2-11.605 - Meeting—Absence from.

- 18 A. If a member of the commission shall be absent from three consecutive  
19 regular meetings of the commission, without cause, the secretary of the  
20 commission shall immediately inform the City Council of such absences.
- 21 B. An absence due to illness or other unavoidable absence from a meeting  
22 shall be reported to the secretary of the commission in advance of such  
23 regular meeting, otherwise it shall be deemed an unexcused absence.

24 2-11.606 - Quorum—Officers.

25 A majority of the total members of the commission shall constitute a quorum for  
26 the purposes of transacting business. The commission shall annually select one of its  
27 members to act as chairperson and another to act as vice chairperson. The terms of  
28 office of both the chairperson and vice chairperson shall be for a period of one year.

2-11.607 - Records.

1 The secretary of the commission shall keep a record of all the proceedings,  
2 resolutions, findings, determinations and transactions of the commission, which record  
3 shall be filed with the city clerk.

4 2-11.608 - Advisory capacity.

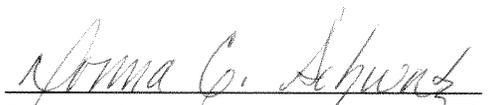
5 Nothing in this chapter shall be construed as restricting or curtailing any of the  
6 powers of the city council, or as a delegation to the commission, of any of the authority  
7 or discretionary powers vested and imposed by law in the City Council. The City  
8 Council declares that the public interest, convenience, welfare and necessity require  
9 the appointment of a Youth Commission, to act in a purely advisory capacity to the  
10 City Council, for the purposes herein enumerated. The commission shall provide  
11 periodic reports, but at least twice a year, to the City Council concerning the activities  
12 of the Youth Commission and the recommendations approved by the commission.

13 **PASSED, APPROVED AND ADOPTED THIS 1<sup>st</sup> day of June 2015.**

14  
15  
16 

17 Karina Macias  
18 Mayor

19 ATTEST:

20  
21   
22 Donna G. Schwartz, CMC  
23 City Clerk





# CITY OF HUNTINGTON PARK

Office of the City Clerk  
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:

## **APPOINTMENT OF CITY COUNCIL MEMBER TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Appoint a City Council Member to the Los Angeles County Vector Control District Board of Trustees for a two (2) year or four (4) year term at the discretion of the City Council.

### **BACKGROUND**

The term for the current appointee is set to expire at noon on the first Monday of January 2017. To be appointed, the member must be an elector of the city (or county for county member) and a resident of that portion of the city (or county for county member) which is in the district. The term of a Trustee shall be for a term of two or four years, at the discretion of the appointing authority commencing at noon on the first Monday of January. The District does not recognize the appointment of alternate representatives. Once appointed, representatives cannot be removed at-will by the appointing body. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body. In the event a seat is vacated before the expiration of the term, the city or county shall appoint a representative to fill the vacancy for the unexpired term.

### **FISCAL IMPACT**

There is no direct fiscal impact associated with these appointments.

**APPOINTMENT OF CITY COUNCIL MEMBER TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD OF TRUSTEES**

Page 2 of 2

**CONCLUSION**

Upon appointment of a City Council Member to the Greater Los Angeles County Vector Control District Board of Trustees, City Clerk will send a letter to the District notifying them of the appointment that will take effect the first Monday of January 2017.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager



DONNA G. SCHWARTZ, CMC  
City Clerk

**ATTACHMENT(S)**

- A. Letter from the Los Angeles Vector Control District re: Appointment/Re-appointment of Representative of the Greater Los Angeles County Vector Control District Board of Trustees. Dated October 4, 2016

# GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670  
Office (562) 944-9656 Fax (562) 944-7976  
Email: [info@glacvcd.org](mailto:info@glacvcd.org) Website: [www.glacvcd.org](http://www.glacvcd.org)

## PRESIDENT

*Maria Davila, South Gate*

## VICE PRESIDENT

*Steve Croft, Lakewood*

## SECRETARY-TREASURER

*Mark W. Bollman, Cerritos*

## GENERAL MANAGER

*Truc Dever*

October 4, 2016

Mr. Edgar Cisneros  
City Manager  
6550 Miles Avenue  
Huntington Park, CA 90255

40PEROCT132016am10:5

Re: Appointment/Re-appointment of representative of the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Cisneros:

This correspondence is to inform you that the term of the office of Trustee Elba Guerrero as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District will expire on January 2, 2017. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Guerrero or appointing a new trustee for a **2 or 4 year term** of the office, commencing at noon on the first Monday of January (i.e. January 2, 2017) **Please note, per the State Health and Safety Code that representatives must be appointed to serve a full 2 or a 4 year term commencing on January 2, 2017 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e. a-e). **Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body.** Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2<sup>nd</sup> Thursday of the month. Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

ARTESIA  
*Sally Flowers*  
BELL  
*Ali Saleh*  
BELL GARDENS  
*Pedro Aceituno*  
BELLFLOWER  
*Sonny R. Santa Ines*  
BURBANK  
*Dr. Jeff D. Wassem*  
CARSON  
*Elito M. Santarina*  
COMMERCE  
*Tina Baca Del Rio*  
CUDAHY  
*Baru Sanchez*  
DIAMOND BAR  
*Steve Tye*  
DOWNEY  
*VACANT*  
GARDENA  
*Dan Medina*  
GLENDALE  
*Jerry Walton*  
HAWAIIAN GARDENS  
*Barry Bruce*  
HUNTINGTON PARK  
*Elba Guerrero*  
LA CAÑADA FLINTRIDGE  
*David A. Spence*  
LA HABRA HEIGHTS  
*Jim Remington*  
LA MIRADA  
*Pauline Deal*  
LONG BEACH  
*Robert Campbell*  
LOS ANGELES CITY  
*Steven Appleton*  
LOS ANGELES COUNTY  
*Martin H. Kreisler*  
LYNWOOD  
*Salvador Alatorre*  
MAYWOOD  
*Eddie De La Riva*  
MONTEBELLO  
*VACANT*  
NORWALK  
*Cheri Kelley*  
PARAMOUNT  
*Dr. Tom Hansen*  
PICO RIVERA  
*Bob J. Archuleta*  
SAN FERNANDO  
*Nina Herrera*  
SAN MARINO  
*Scott T. Kwong*  
SANTA CLARITA  
*Tina Szumanski*  
SANTA FE SPRINGS  
*Luis Gonzalez*  
SIGNAL HILL  
*Dr. Hazel Wallace*  
SOUTH EL MONTE  
*Hector Delgado*  
WHITTIER  
*Owen Newcomer*

Please make your appointment/reappointment prior to January 2, 2017 as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Kelly Middleton, Director of Community Affairs at 562-944-9656 ext. 510

Sincerely,



Truc Dever  
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC  
cc: Elba Guerrero  
City Clerk



California Health and Safety Code

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.



# CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

October 18, 2018

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 RESOLUTION AMENDING APPOINTMENT OF REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S GOVERNING BOARD (ICRMA)**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Approve the appointment of Alternates and Substitute Alternate; and
2. Adopt Resolution No. 2016-48, Amending Resolution No. 2015-46, Appointing Alternates, and Substitute Alternate Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA).

### **BACKGROUND**

The City Council, by resolution on December 1, 2015 adopted Resolution No. 2015-46, Amending Resolution No. 2015-17, Appointing one Alternate and one Substitute Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA). However the City would like to change the appointed alternates and substitute alternate representatives to more senior staff within the organization in order to address critical risk management issues.

### **FISCAL IMPACT**

There is no direct fiscal impact.

**APPROVE RESOLUTION AMENDING APPOINTMENT OF REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY'S GOVERNING BOARD (ICRMA)**

October 18, 2016

Page 2 of 2

**CONCLUSION**

Staff recommends to Adopt Resolution No. 2016-48, Amending Resolution No. 2015-46, Appointing Alternates and Substitute Alternate Representatives to the Independent Cities Risk Management Authority's Governing Board (ICRMA). Upon adoption of the proposed resolution the City Clerk will forward a certified copy of the City of Huntington Park Appointments to the ICRMA Board.

Respectfully submitted,



Edgar P. Cisneros  
City Manager

**ATTACHMENTS**

- A. Resolution No. 2016-48, Amending Resolution No. 2015-46, Appointing Alternates and Substitute Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA)
- B. Resolution No. 2015-46, Amending Resolution No. 2015-17, Appointing an Alternate and Substitute Alternate Representative to the Independent Cities Risk Management Authority's Governing Board (ICRMA)

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**RESOLUTION NO. 2016-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING RESOLUTION NO. 2015-46, APPOINTING ALTERNATES AND SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)**

**WHEREAS**, the City of Huntington Park ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

**WHEREAS**, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

**WHEREAS**, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as the city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and

**WHEREAS**, City desires to designate its representative to the ICRMA Governing Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Huntington Park does hereby find, determine and declare as follows:

**SECTION 1.** That Council Member Jhonny Pineda (may be a Council Member or staff person) is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

**SECTION 2.** That \_\_\_\_\_ (may be a Council Member or staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

**SECTION 3.** That \_\_\_\_\_, (may be a Council Member or staff person) are hereby appointed as the substitute alternate(s), to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary and alternate members noted in Sections 1 and 2 above.



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**RESOLUTION NO. 2015-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AMENDING RESOLUTION NO. 2015-17 APPOINTING AN ALTERNATE AND SUBSTITUTE ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)**

**WHEREAS**, the City of Huntington Park ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code; and

**WHEREAS**, ICRMA provides a Liability Risk Management Program, Property Risk Management Program, Workers' Compensation Risk Management Program, and other programs for its members; and

**WHEREAS**, the Joint Powers Agreement provides that the city council of each member city may appoint a member of the city council as the city's representative to the ICRMA Governing Board and also authorizes the appointment of an alternate representative and a substitute alternate representative to represent the city's interest in the absence of the city council appointee; and

**WHEREAS**, City desires to designate its representative to the ICRMA Governing Board.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Huntington Park does hereby find, determine and declare as follows:

**SECTION 1.** That Council Member Jhonny Pineda (may be a Council or staff person) is hereby appointed to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates.

**SECTION 2.** That City Manager Edgar P. Cisneros (may be a Council or staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board and to the Risk Management Programs in which this City participates in the absence of the primary member noted in Section 1 above.

**SECTION 3.** That Interim Finance Director Janice S. Mazyck, (may be a Council or staff person) are hereby appointed as the substitute alternate(s), to serve on the ICRMA Governing Board and to the Risk Management Programs in which this

1 City participates in the absence of the primary and alternate members noted in  
2 Sections 1 and 2 above.

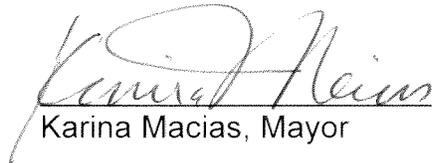
3 **SECTION 4.** That the individuals designated by this City Council as the City's  
4 representative, alternate and substitute alternate representatives to the ICRMA  
5 Governing Board and to the Risk Management Programs in which this City participates  
6 are hereby confirmed and designated as the City's delegates for all purposes of  
7 representing the City's interests and exercising the authority of the City with respect to  
8 the Coverage and the Program and voting on behalf of the City on all matters  
9 delegated to the Governing Board and signing such amendments as are contemplated  
10 to be approved by the Governing Board.

11 **SECTION 5.** The appointments contained herein shall supersede all prior  
12 appointments of representatives to the Independent Cities Risk Management  
13 Authority contained in Resolution 2014-17 and prior.

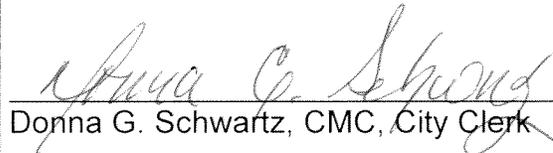
14 **SECTION 6.** The City Clerk shall certify to the adoption of this resolution.

15 **SECTION 7.** The City Clerk shall forward a certified copy of this resolution to  
16 the ICRMA, to the attention of its General Manager.

17 **PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of December, 2015.

18   
19 Karina Macias, Mayor

20 ATTEST:

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22 Donna G. Schwartz, CMC, City Clerk  
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CERTIFICATION

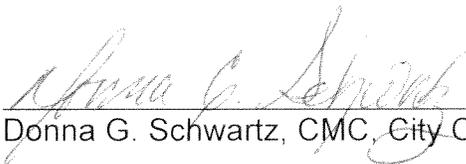
STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS  
CITY OF HUNTINGTON PARK )

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-46 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 1<sup>st</sup> day of December, 2015, by the following vote, to wit:

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

NOES: Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 2<sup>nd</sup> day of December 2015.

  
\_\_\_\_\_  
Donna G. Schwartz, CMC, City Clerk



# 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

Page 3 of 3

**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**

## TABLE OF CONTENTS

DESCRIPTION	SECTION
NOTICE INVITING SEALED BIDS	A
INSTRUCTIONS TO BIDDERS	B
<b>BIDDER'S PROPOSAL (Entire section C shall be submitted with the bid)</b> <b>BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"</b>	C
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](mailto: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](mailto: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](mailto: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 dully 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**

<b>Bidder's Name:</b>	
-----------------------	--

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"**

<b>BID SCHEDULE</b>				
<b>Item</b>		<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
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	\$ _____	\$ _____
<b>TOTAL BID PRICE:</b>				<b>\$ _____</b>

**Total Bid Price written in words:** \_\_\_\_\_

\_\_\_\_\_

**BIDDER SHALL COMPLETE AND SUBMIT ALL DOCUMENTS AND PAGES IN SECTION "C. BIDDER'S PROPOSAL"**

<b>The award of Contract shall be based on the TOTAL BID PRICE.</b>	
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
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
<b>TOTALS</b>				\$ _____

**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 \_\_\_\_\_

**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>			
<i>Name</i>	<i>Title</i>	<i>E-mail</i>	<i>Tel</i>

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 Obligee, 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 Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee 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 Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee 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 1<sup>st</sup> 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 FINSH: 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

**CONTRACTOR** \_\_\_\_\_  
a California Corporation

by: \_\_\_\_\_  
Karina Macias, Mayor

by: \_\_\_\_\_  
President

ATTEST:

by: \_\_\_\_\_  
Secretary

by: \_\_\_\_\_  
Donna Shwartz, City Clerk

APPROVED AS TO FORM

by: \_\_\_\_\_  
\_\_\_\_\_, City Attorney



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, material persons 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.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

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 Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on \_\_\_\_\_, in the City of \_\_\_\_\_, State of California.

--OR--

State of California )  
County of Los Angeles )

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)

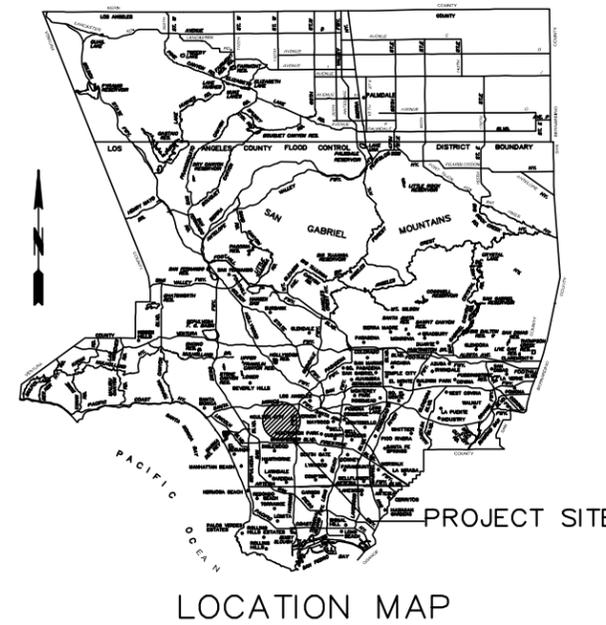
**APPENDIX B - PROJECT PLANS**

### 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



**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, TX 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.

CITY OF HUNTINGTON PARK  
 PUBLIC WORKS & ENGINEERING DEPT.

---

STATE STEET ATP CYCLE I IMPROVEMENTS  
 FROM SANTA ANA ST. TO RANDOLPH ST

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TITLE SHEET  
 TITLE, GENERAL NOTES, LOCATION SITE KEY  
 MAP, UTILITY INFORMATION & INDEX OF  
 DRAWINGS

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SHEET 1 OF 17 SHEETS	DWG. NO.
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Underground Service Alert  
 Call: TOLL FREE  
 811  
 TWO WORKING DAYS BEFORE YOU DIG

APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NOT FOR CONSTRUCTION

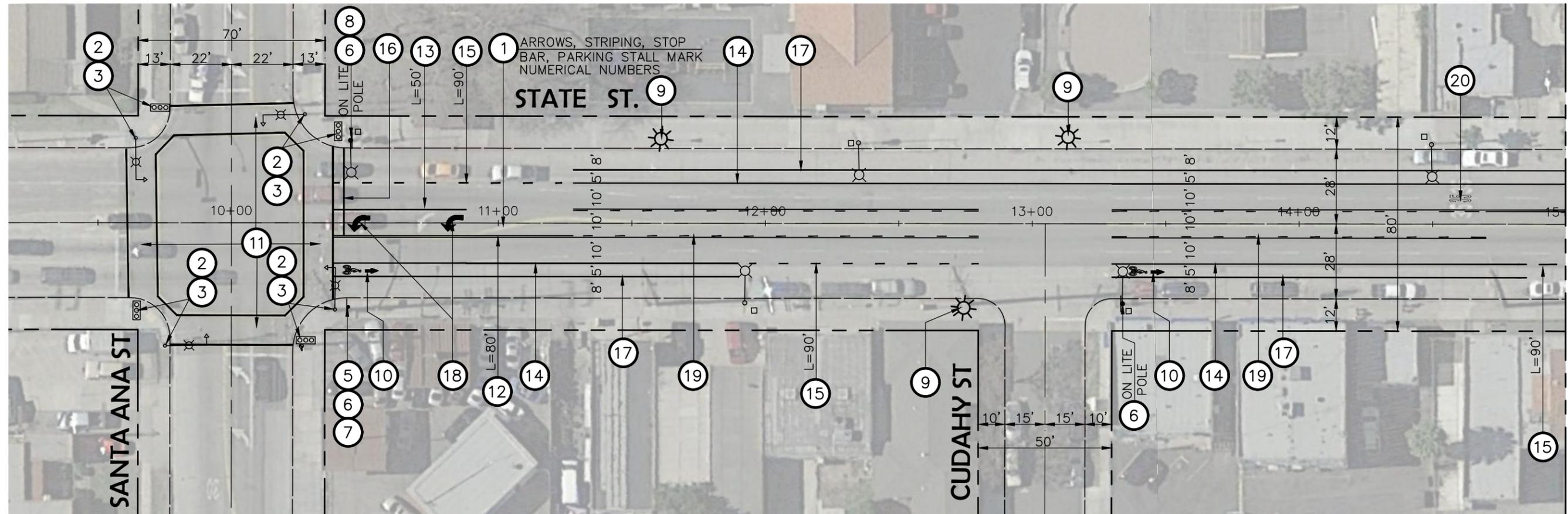
PREPARED BY:

13367 BENSON AVE.  
 CHINO, CA. 91710  
 (909) 595 8599

JUN 16 2017

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JOSEPH D. DE PERALTA, R.C.E. C056508      DATE



**CONSTRUCTION NOTES:**

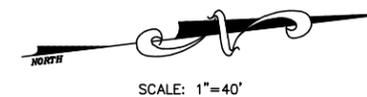
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**LIGHTING LEGEND**

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

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PREPARED BY:

13367 BENSON AVE.  
CHINO, CA 91710  
(909) 595 8599

JOSEPH D. DE PERALTA, R.C.E. C056508

DATE

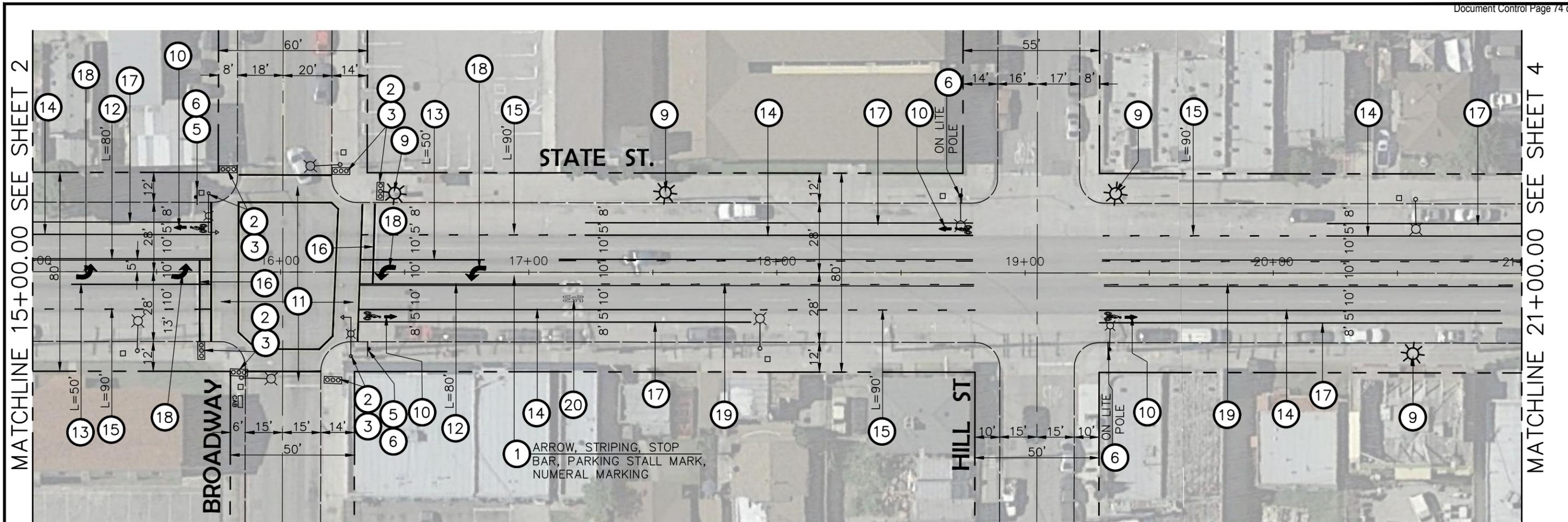
CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPT.

STATE STREET ATP CYCLE 1 IMPROVEMENTS  
FROM SANTA ANA ST. TO RANDOLPH ST

**IMPROVEMENT PLAN**  
FROM STA. 9+50.00 TO STA. 15+00.00

SHEET 2 OF 17 SHEETS

DWG. NO.



MATCHLINE 15+00.00 SEE SHEET 2

MATCHLINE 21+00.00 SEE SHEET 4

**CONSTRUCTION NOTES:**

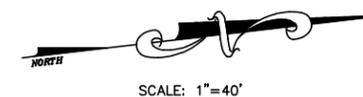
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CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPT.

---

STATE STEET ATP CYCLE 1 IMPROVEMENTS  
FROM SANTA ANA ST. TO RANDOLPH ST

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**IMPROVEMENT PLAN**  
FROM STA. 15+00.00 TO STA. 21+00.00

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SHEET 3 OF 17 SHEETS DWG. NO.

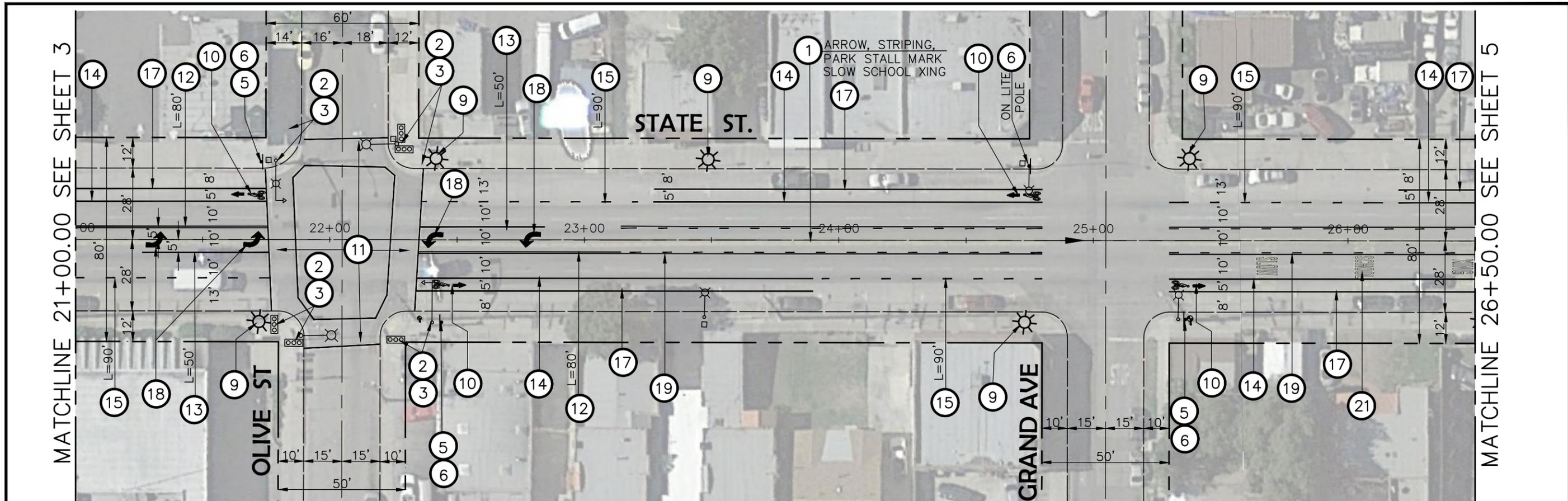
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SUBMITTED:					

NOT FOR CONSTRUCTION



PREPARED BY:  
  
 13367 BENSON AVE.  
 CHINO, CA. 91710  
 (909) 595 8599  
 J.N. 16357  
 JOSEPH D. DE PERALTA, R.C.E. C056508      DATE





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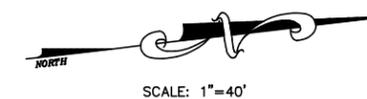
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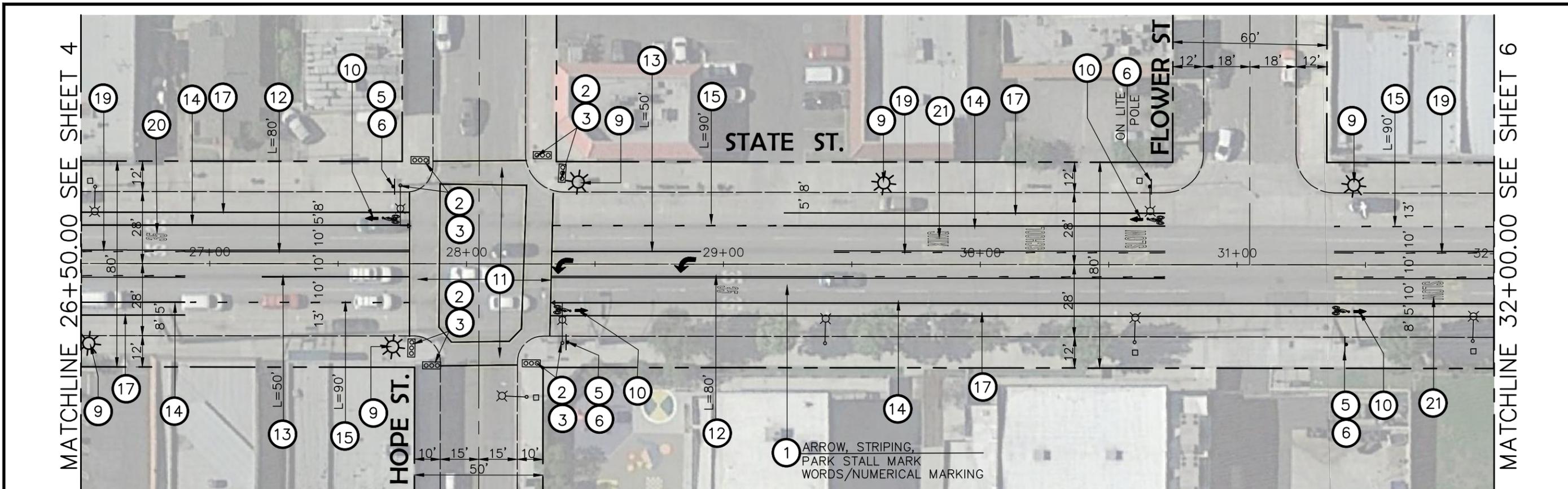


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 STATE STREET ATP CYCLE I IMPROVEMENTS  
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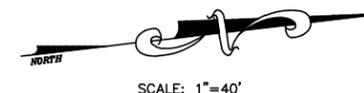


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- 6 INSTALL BIKE LANE R81 (CA) SIGN PER CA MUTCD ON SIGN POLE OR LIGHT POLE AS SHOWN ON THE PLAN
- 7 INSTALL BEGIN SIGN PER CA MUTCD R81A
- 8 INSTALL END SIGN PER CA MUTCD R81B
- 9 CONSTRUCT DECORATIVE GLOBE FITTER ASSEMBLY LIGHTING BY ANP LIGHTING 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
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- 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

NOT FOR CONSTRUCTION



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.

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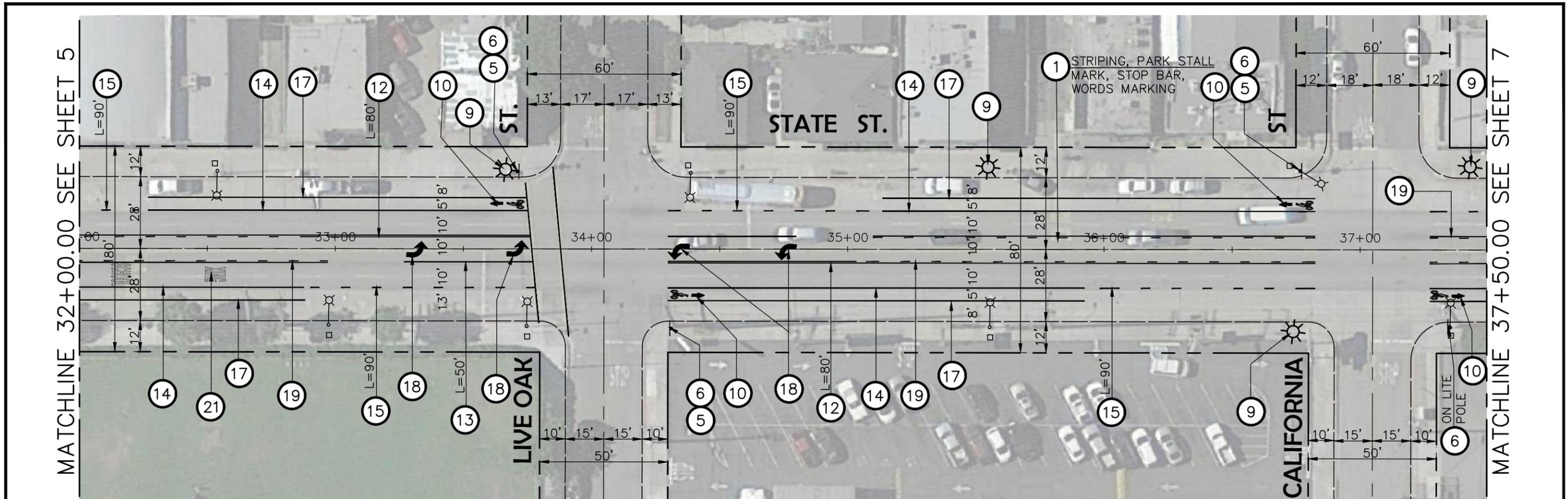
STATE STREET ATP CYCLE 1 IMPROVEMENTS  
 FROM SANTA ANA ST. TO RANDOLPH ST

---

**IMPROVEMENT PLAN**  
 FROM STA. 26+50.00 TO STA. 32+00.00

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SHEET 5 OF 17 SHEETS      DWG. NO.



**CONSTRUCTION NOTES:**

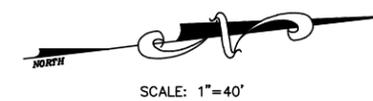
- 1 REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER
- 2 REMOVE EXISTING PEDESTRIAN PUSH BUTTON AND FURNISH AND INSTALL NEW POLARA EZ-COMM 2 WIRE APS PED PUSH BUTTON SYSTEM OR APPROVED EQUAL
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- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
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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. 32+00.00 TO STA. 37+00.00

SHEET 6 OF 17 SHEETS      DWG. NO.



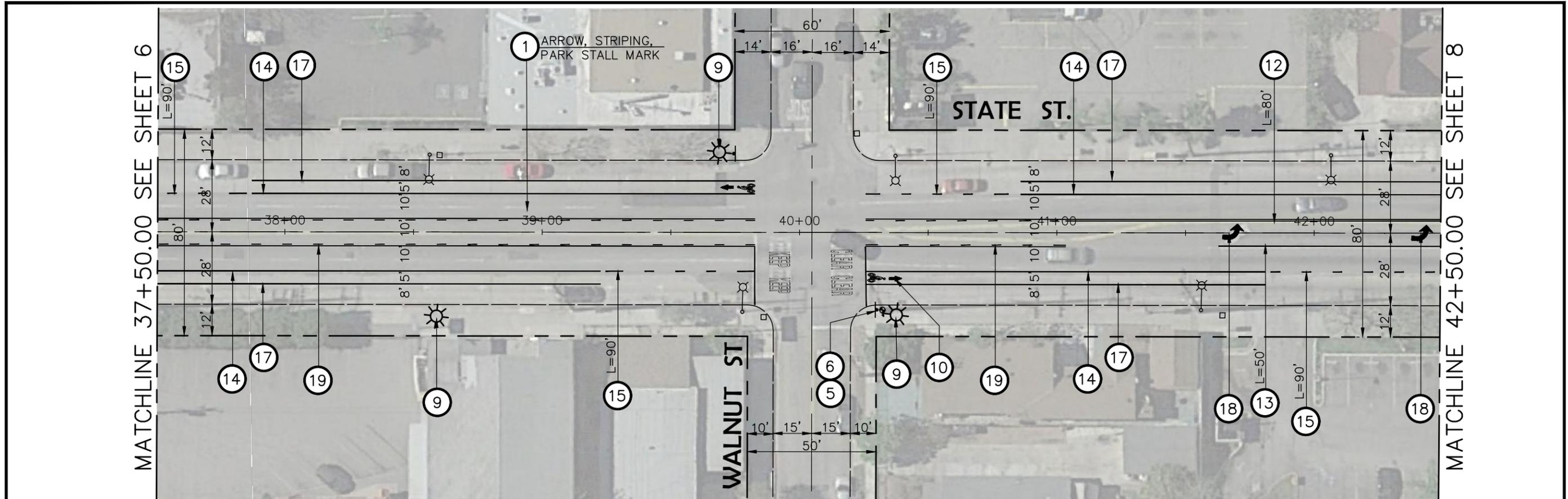
APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NOT FOR CONSTRUCTION



PREPARED BY:  
 13367 BENSON AVE.  
 CHINO, CA. 91710  
 (909) 595 8599

JOSEPH D. DE PERALTA, R.C.E. C056508      DATE



**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



SCALE: 1"=40'



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NOT FOR CONSTRUCTION



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. 37+50.00 TO STA. 42+50.00

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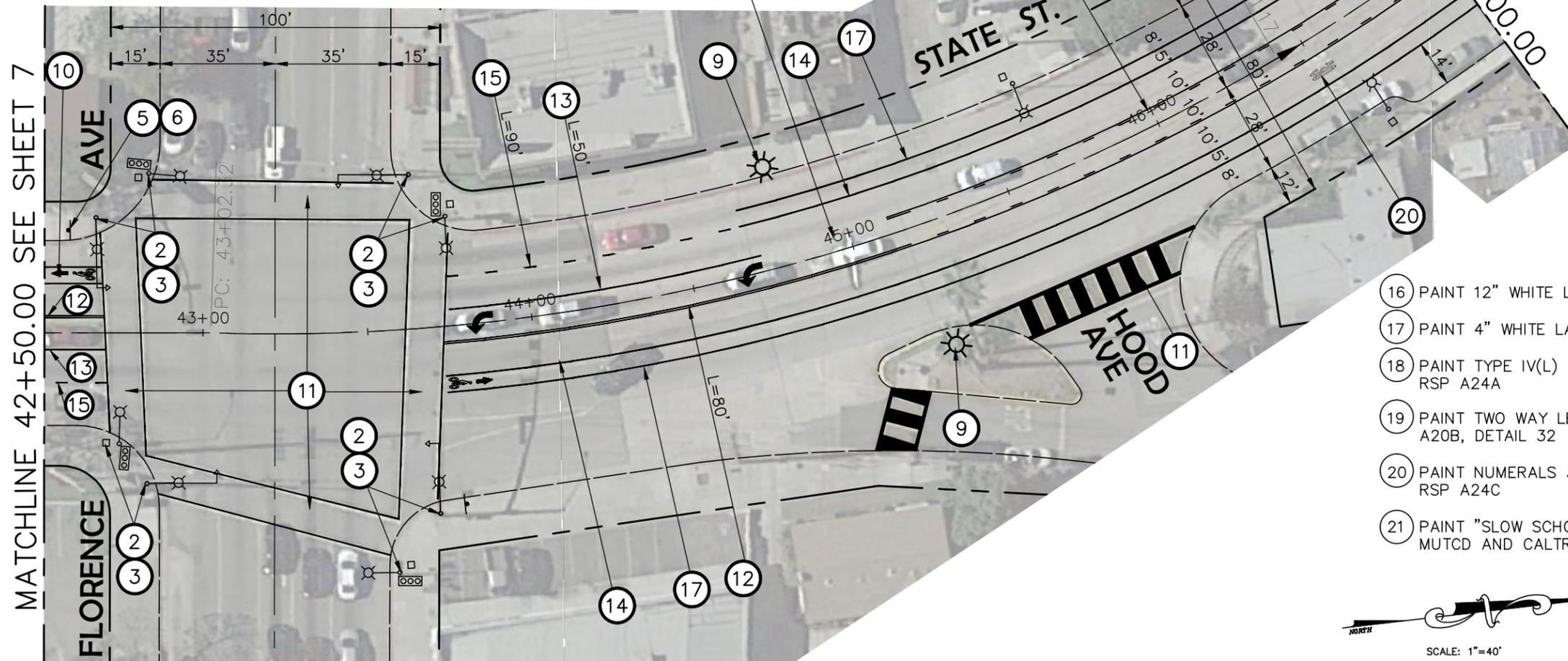
SHEET 7 OF 17 SHEETS      DWG. NO.

**CONSTRUCTION NOTES:**

- 1 REMOVE EXISTING CONFLICTING MARKING AND STRIPING BY WET SAND BLAST OR OTHER METHOD APPROVED BY THE ENGINEER
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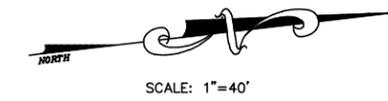


**LIGHTING LEGEND**

- 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
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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

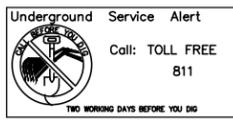


CITY OF HUNTINGTON PARK  
 PUBLIC WORKS & ENGINEERING DEPT.

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.

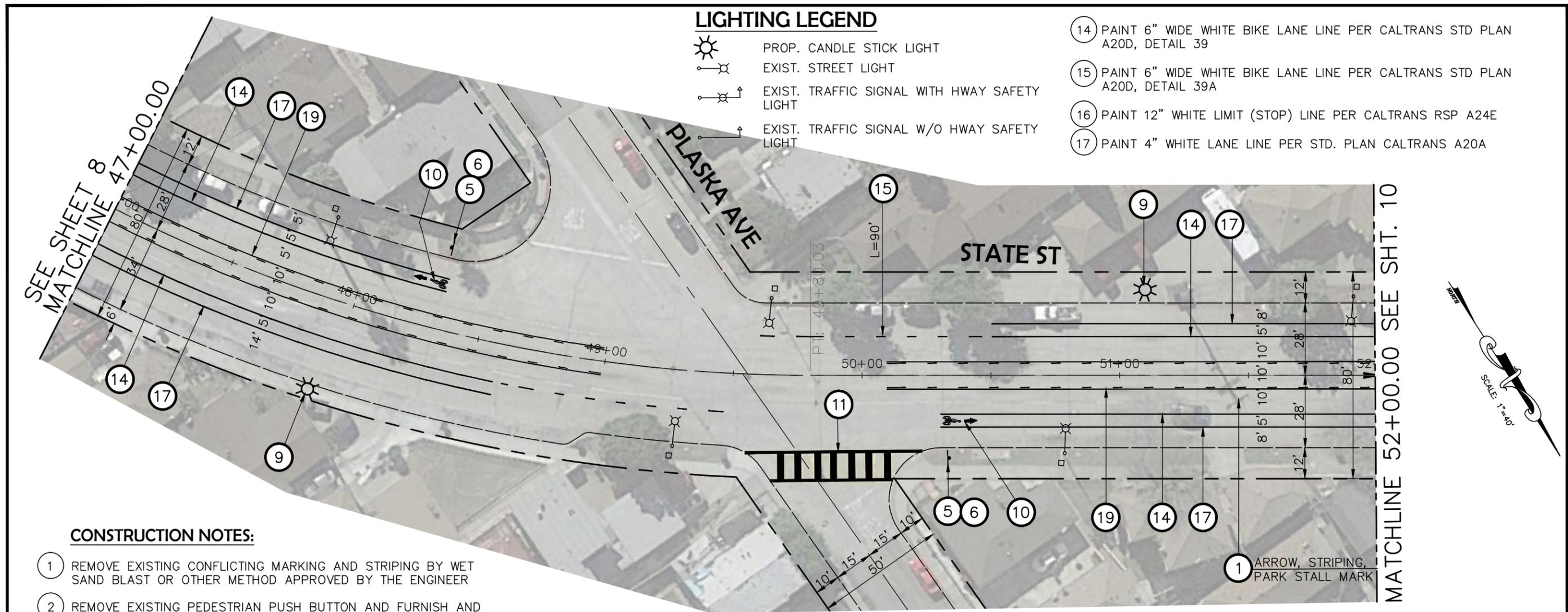


APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NOT FOR CONSTRUCTION



PREPARED BY:  
  
 13367 BENSON AVE.  
 CHINO, CA. 91710  
 (909) 595 8599  
 J.N. 16357  
 JOSEPH D. DE PERALTA, R.C.E. C056508      DATE



**LIGHTING LEGEND**

- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
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- 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
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**CONSTRUCTION NOTES:**

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- 17 PAINT "SLOW SCHOOL XING" WORDS PAVEMENT MARKING PER CA MUTCD AND CALTRANS STD A24D
- 18 ARROW, STRIPING, PARK STALL MARK



APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

NOT FOR CONSTRUCTION



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 I 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.



MATCHLINE 52+00.00 SEE SHT. 10

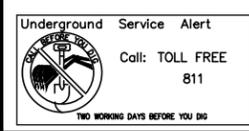
MATCHLINE 57+50.00 SEE SHT. 11

**CONSTRUCTION NOTES:**

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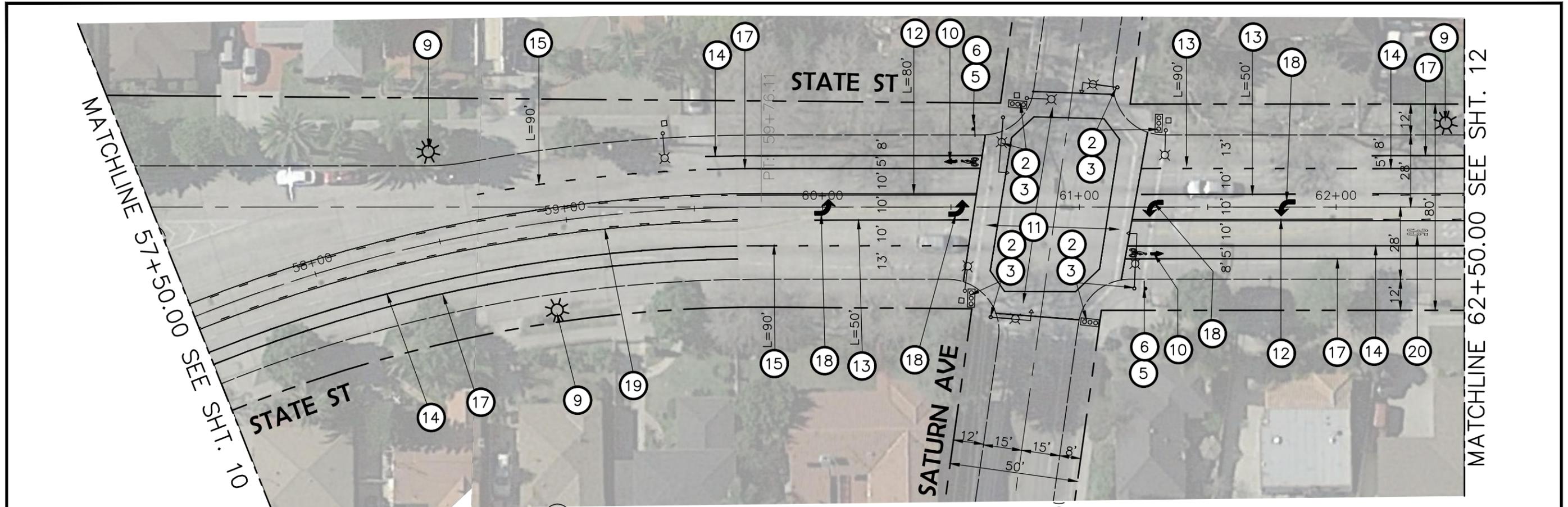
APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE

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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	
<b>IMPROVEMENT PLAN</b> FROM STA. 52+00.00 TO STA. 57+50.00	
SHEET 10 OF 17 SHEETS	DWG. NO.



**CONSTRUCTION NOTES:**

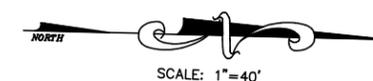
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**LIGHTING LEGEND**

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- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



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. 57+50.00 TO STA. 62+50.00



APPROVED:	NO.	REVISIONS	REVISED BY	APPROVED BY	DATE
DATE					
SUBMITTED:					
DATE					

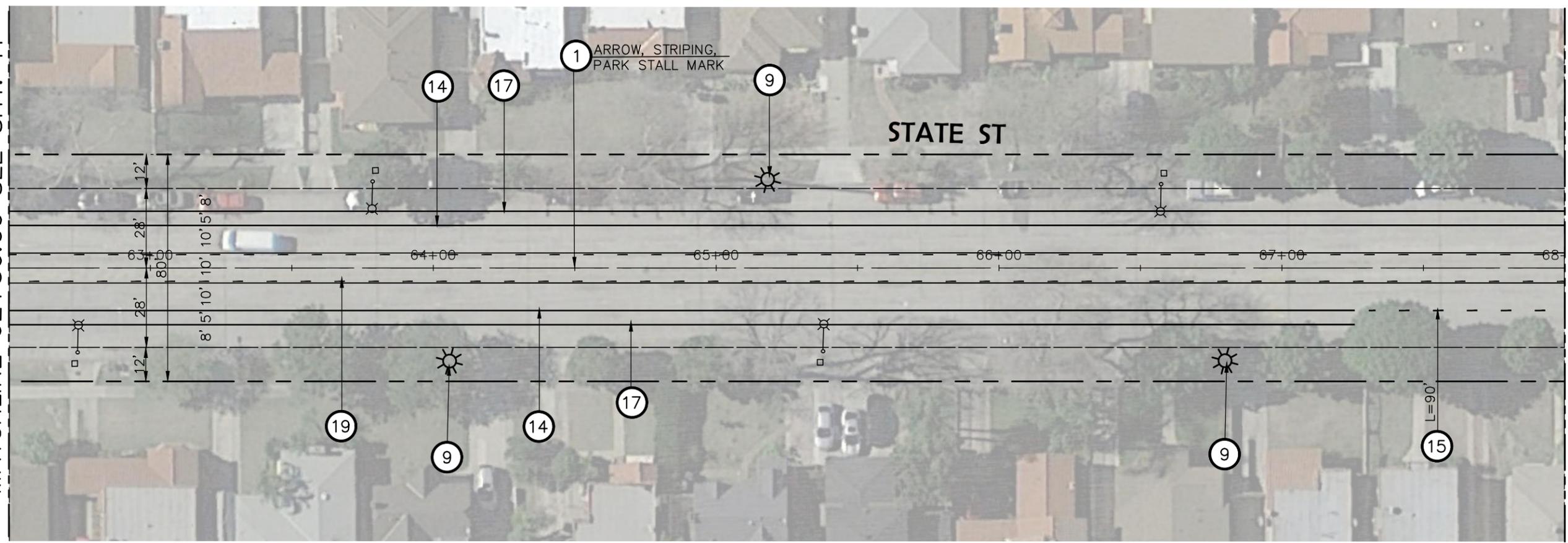
NOT FOR CONSTRUCTION



PREPARED BY:  
  
 13367 BENSON AVE.  
 CHINO, CA. 91710  
 (909) 595 8599  
 J.N. 16357  
 JOSEPH D. DE PERALTA, R.C.E. C056508 DATE

MATCHLINE 62+50.00 SEE SHT. 11

MATCHLINE 68+00.00 SEE SHT. 13



**CONSTRUCTION NOTES:**

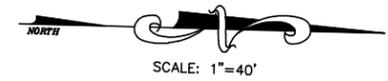
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- PROP. CANDLE STICK LIGHT
- EXIST. STREET LIGHT
- EXIST. TRAFFIC SIGNAL WITH HWAY SAFETY LIGHT
- EXIST. TRAFFIC SIGNAL W/O HWAY SAFETY LIGHT



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. 62+50.00 TO STA. 68+00.00

SHEET 12 OF 17 SHEETS      DWG. NO.

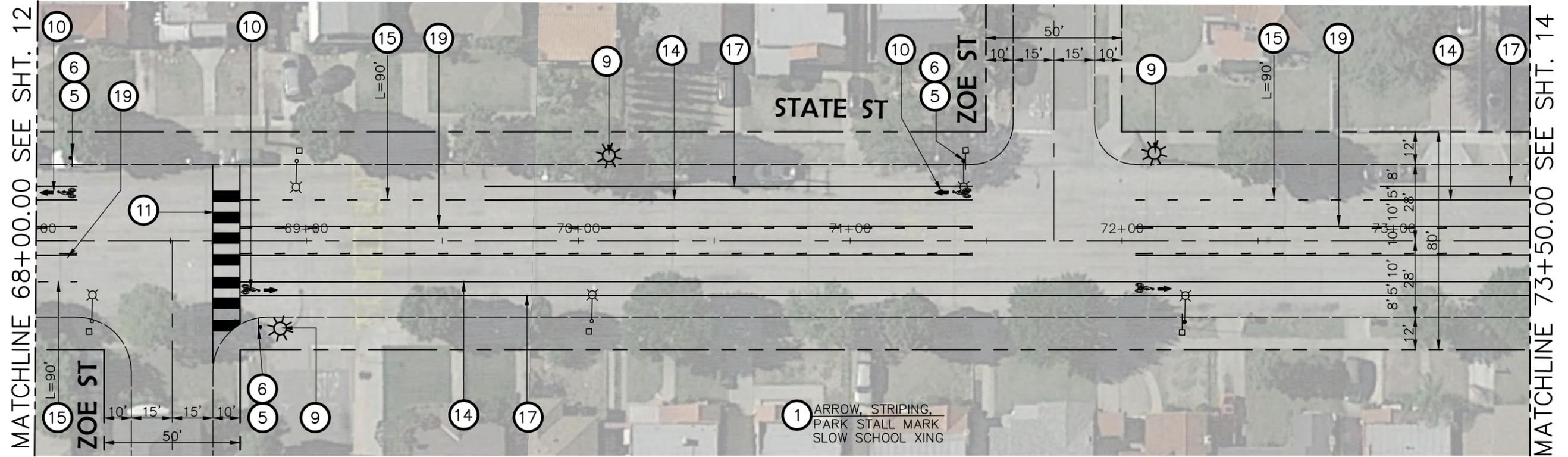
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 (909) 595 8599  
 J.N. 16357  
 JOSEPH D. DE PERALTA, R.C.E. C056508      DATE





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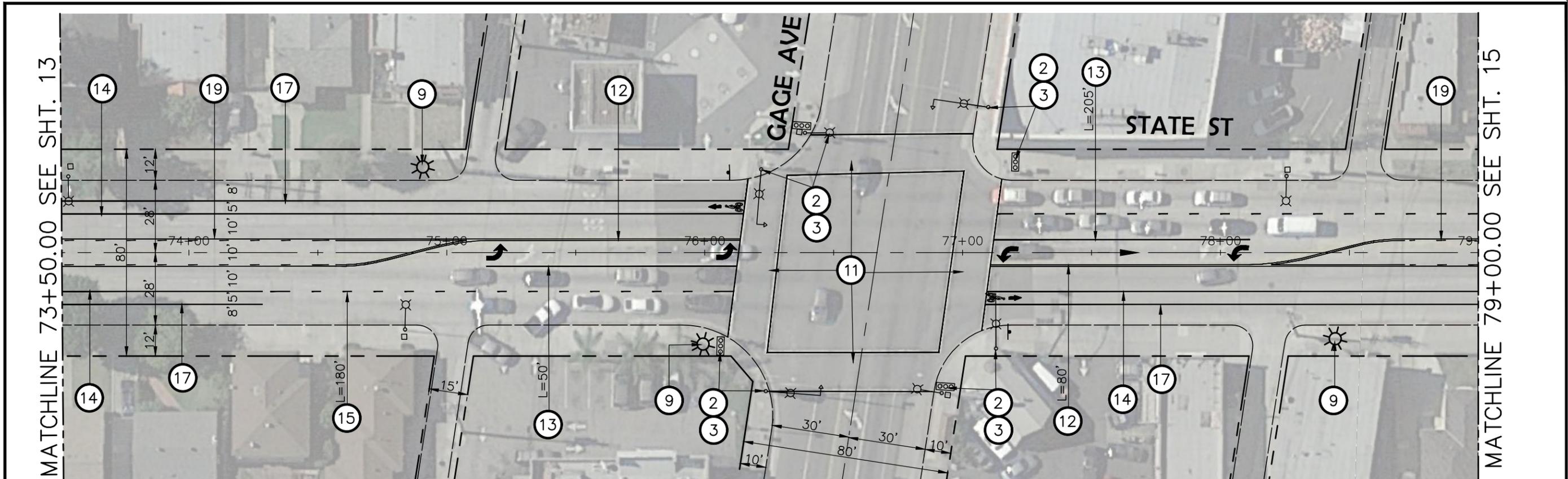
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CITY OF HUNTINGTON PARK  
 PUBLIC WORKS & ENGINEERING DEPT.

STATE STREET ATP CYCLE I 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.



**CONSTRUCTION NOTES:**

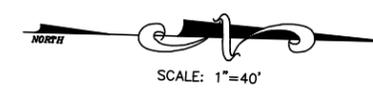
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CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPT.

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STATE STEET ATP CYCLE 1 IMPROVEMENTS  
FROM SANTA ANA ST. TO RANDOLPH ST

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**IMPROVEMENT PLAN**  
FROM STA. 73+50.00 TO STA. 79+00.00

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SHEET 14 OF 17 SHEETS DWG. NO.



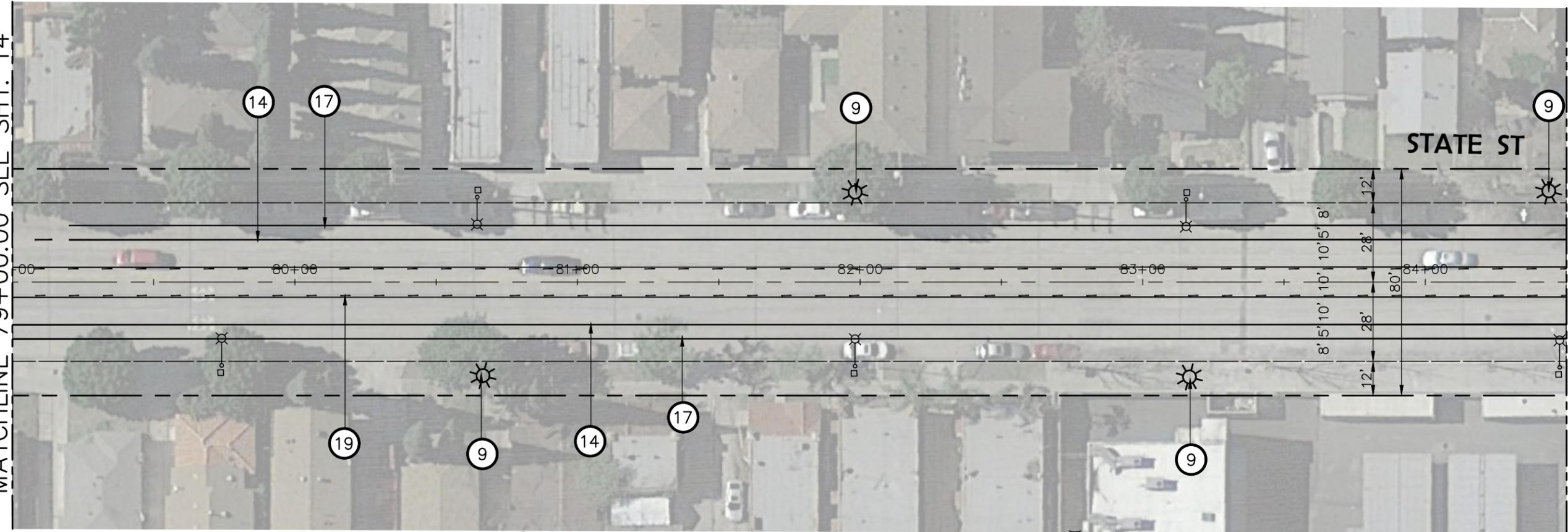
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**TRANSTECH**  
 13367 BENSON AVE.  
 CHINO, CA. 91710  
 (909) 595 8599  
 J.N. 16357  
 JOSEPH D. DE PERALTA, R.C.E. C056508 DATE

MATCHLINE 79+00.00 SEE SHT. 14



MATCHLINE 84+50.00 SEE SHT. 16

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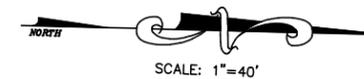
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CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPT.

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STATE STREET ATP CYCLE 1 IMPROVEMENTS  
FROM SANTA ANA ST. TO RANDOLPH ST

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**IMPROVEMENT PLAN**  
FROM STA. 79+00.00 TO STA. 84+50.00

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SHEET 15 OF 17 SHEETS DWG. NO.



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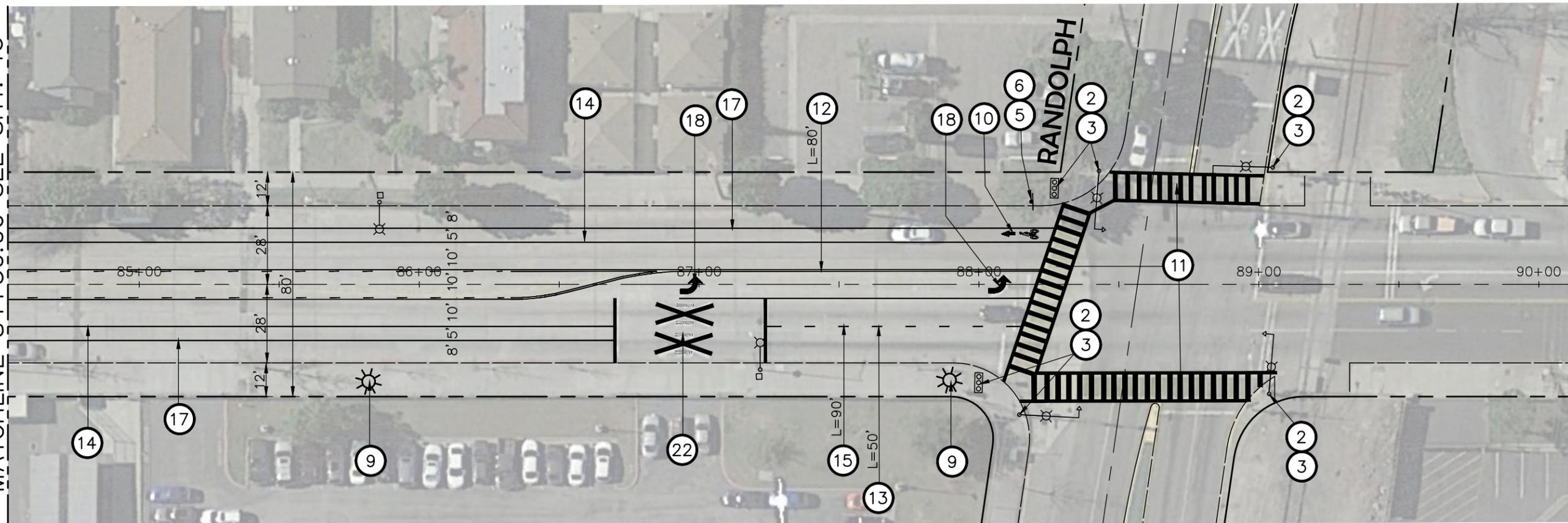


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MATCHLINE 84+50.00 SEE SHT. 15



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CITY OF HUNTINGTON PARK  
PUBLIC WORKS & ENGINEERING DEPT.

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STATE STREET ATP CYCLE I IMPROVEMENTS  
FROM SANTA ANA ST. TO RANDOLPH ST

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**IMPROVEMENT PLAN**  
FROM STA. 84+50.00 TO STA. 90+00.00

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SHEET 16 OF 17 SHEETS DWG. NO.



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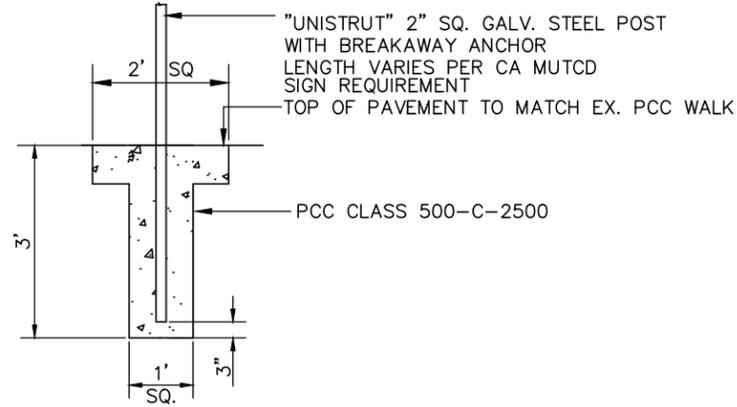
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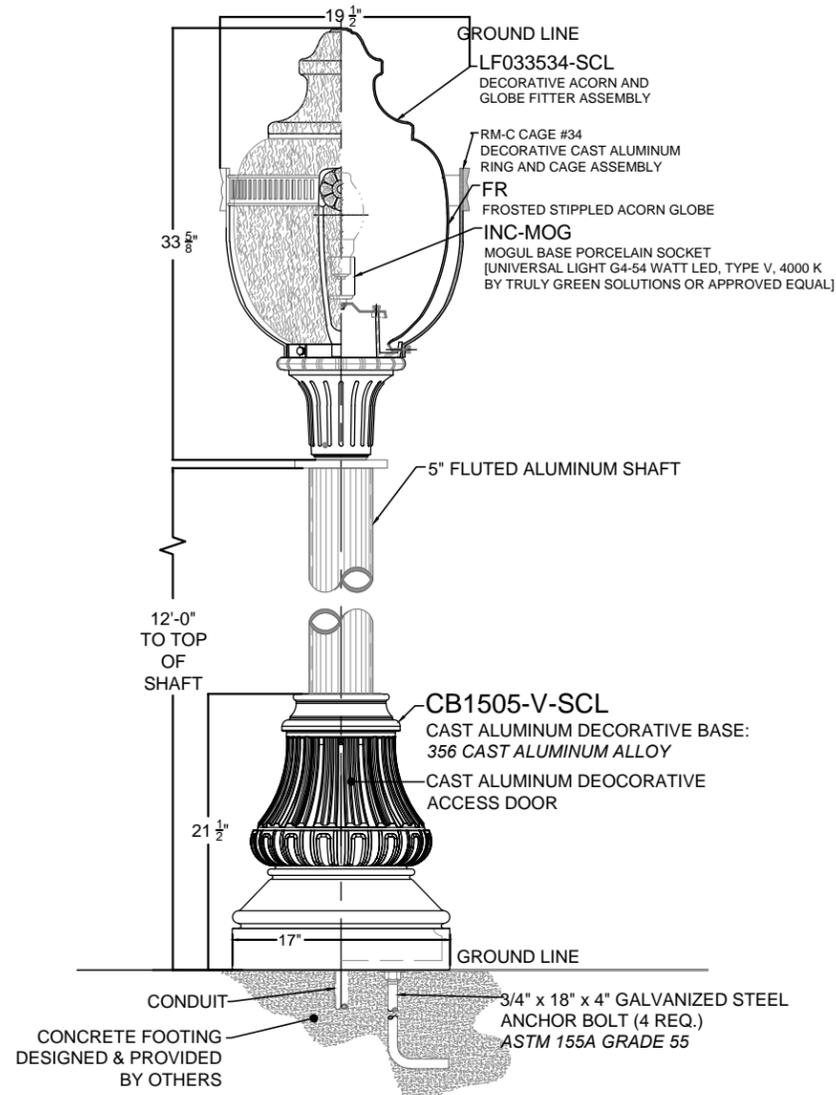
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JOSEPH D. DE PERALTA, R.C.E. C056508 DATE



**1** STANDARD SIGN POST DETAIL  
 - NOT TO SCALE



NOTE: PARKWAY CANDLE LIGHT SHALL BE LF033534-SCL ACORN AND GLOBE FITTER UNIT BY ANP LIGHTING OR APPROVED EQUAL

**2** DECORATIVE ACORN AND GLOBE ASSEMBLY  
 - PARKWAY CANDLE LIGHT DETAIL  
 NOT TO SCALE



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DATE					
SUBMITTED:					
DATE					

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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

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:

## **REVIEW OF A REQUEST FOR INSTALLATION OF PARKING TICKS ALONG 61<sup>ST</sup> STREET BETWEEN MAYWOOD AND LOMA VISTA AVENUE**

### **IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Discussion and/or action regarding a request for installation of Parking Ticks along 61<sup>st</sup> Street between Maywood Avenue and Loma Vista Avenue.

### **BACKGROUND**

Ms. Edilia Ruiz with a mailing address of 3538 E. 61<sup>st</sup> submitted a Parking Tick Application on July 21, 2016 requesting that "Parking Ts" be installed along 61<sup>st</sup> Street between Maywood Avenue and Loma Vista Avenue. The resident submitted a Parking T request application name. Ms. Irma Diaz at 3544 E. 61<sup>st</sup> Street, Ms. Maria Amaya at 3528 E. 61<sup>st</sup> Street, and Ms. Margarita Alvarez at 3627 E. 61<sup>st</sup> Street each submitted a signatures page corresponding to the request of "Parking Ts" along E. 61<sup>st</sup> Street. The residents requested that City staff look at existing on-site parking conditions to see if their request could be granted. TA staff has completed a site investigation and analysis for the application for the installation of "Parking Ts" along Clarendon Avenue.

The Parking Tick Application requires signatures of fronting residents of the Parking T request location and is based on available curb space, the number of driveways along the segment, street width, existing parking conditions, amount other items.

The applicant was contacted on August 12, 2016 and informed that her application would be reviewed on September 1, 2016 during the Traffic Authority Meeting but no decision would be made until the required signatures had been submitted. Per the application signatures of at least 54 (75%) residents living along E. 61<sup>st</sup> Street in favor in installing the Parking T's would need to be submitted. The applicant stated that the reason for the request is because other residents who park along 61<sup>st</sup> Street do not park correctly; they end up taking up two parking spaces when they park.

# **REVIEW OF A REQUEST FOR INSTALLATION OF PARKING TICKS ALONG 61<sup>ST</sup> STREET BETWEEN MAYWOOD AND LOMA VISTA AVENUE**

OCTOBER 18, 2016

Page 2 of 3

On September 22, 2016 the applicant was contacted once more and informed that in order for her request to be processed she needed to submit more signatures in favor of installing the Parking Ts. The applicant did not feel the need to collect anymore signatures because she stated that the Parking Ts should have been marked at the same time the surrounding streets were marked with Parking Ts. She was informed that her request will be reviewed during the October 6, 2016 Traffic Authority meeting.

Land use along 61<sup>st</sup> Street is High Density Residential with 2 properties being Commercial General. There are existing Parking Ts along 61<sup>st</sup> Place which is one block south of 61<sup>st</sup> Street, along 60<sup>th</sup> Street Place which is one block north of 61<sup>st</sup> Street, and along 60<sup>th</sup> Street which is two blocks north of 61<sup>st</sup> Street.

Per the California Manual of Uniform Traffic Control Devices (CAMUTCD) marking of parking space boundaries encourages more orderly and efficient use of parking spaces where parking turnover is substantial. Parking space markings tend to prevent encroachment into fire hydrant zones, bus stops, loading zones, approaches to intersections, curb ramps, and clearance spaces for islands and other zones where parking is restricted. However, Parking T's reduce the amount of on-street parking. Local authorities may, by ordinance, provide for the establishment of parking zones and cause streets and highways to be marked with white lines designating parking spaces.

On October 6, 2016 resident Edilia Ruiz attending the Traffic Authority meeting and stated that she did not feel she should be required to obtain signatures of neighbors on the block since it was not required for streets already painted with Parking Ts. She also stated that she was not given enough paper for the number of signatures required. TA staff prior to the meeting met and called the resident explaining the application process. The applicant (Edilia Ruiz) wished to go forward without obtaining any more signatures. TA motioned to take item to City Council since the request does not follow City procedures with a complete application.

## **FISCAL IMPACT/FINANCING**

This is part of the regular duties of the Public Works Department, so there is no financial impact.

## **LEGAL AND PROGRAM REQUIREMENTS**

Parking regulations and curb makings are guided by the California Manual of Uniform Traffic Control Devices (CAMUTCD), The California Vehicle Code (CVC) as well as the City of Huntington Park Municipal Code.

## **CONCLUSION**

With Council approval, staff will move forward with Council's recommended actions.

**REVIEW OF A REQUEST FOR INSTALLATION OF PARKING TICKS ALONG 61<sup>ST</sup>  
STREET BETWEEN MAYWOOD AND LOMA VISTA AVENUE**

OCTOBER 18, 2016

Page 3 of 3

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

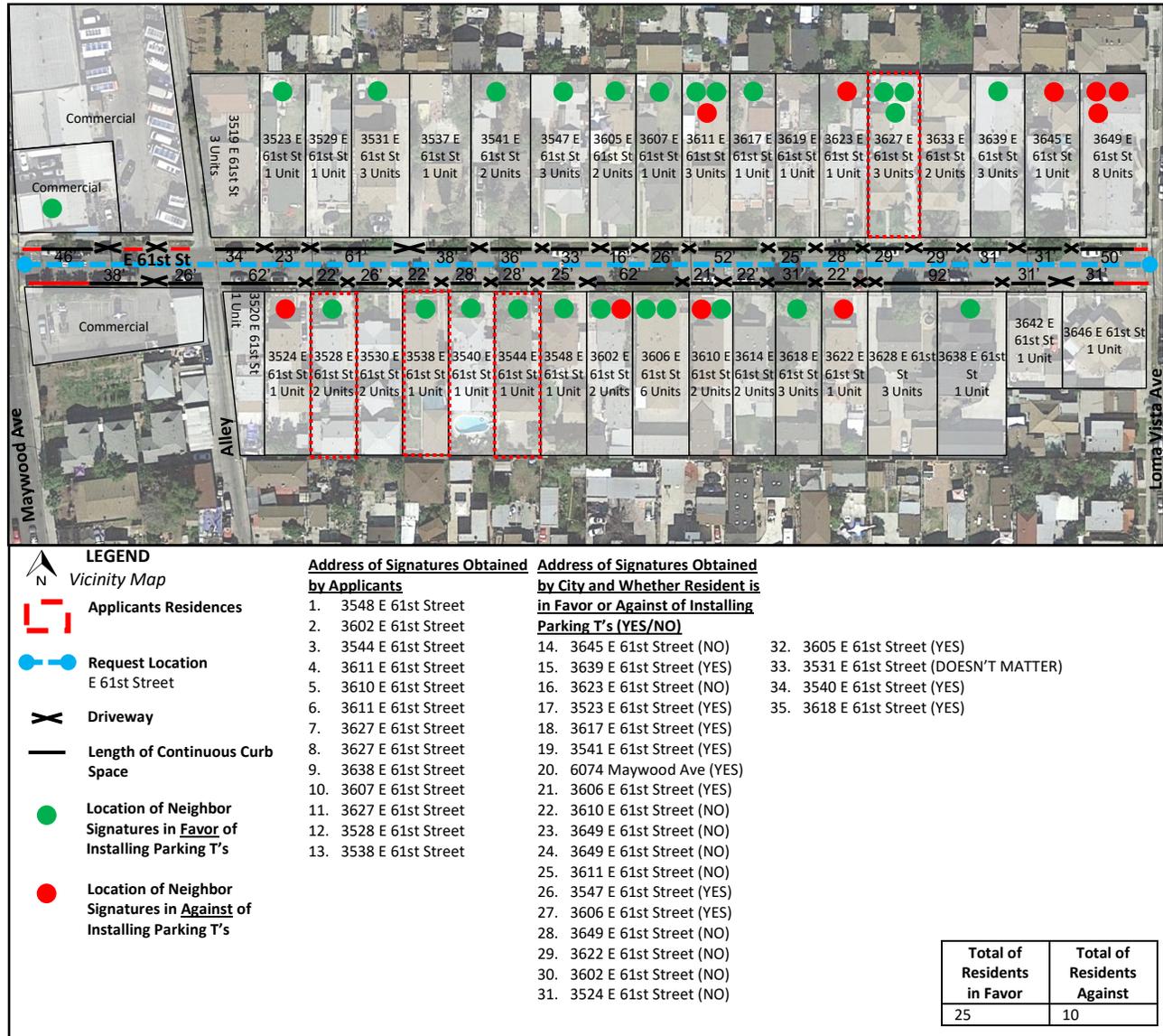


Michael Ackerman  
City Engineer

**ATTACHMENT(S)**

A. Diagram of Signatures Obtained

**Figure 1. Parking T's Petition Map**





# CITY OF HUNTINGTON PARK

Community Development 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:

**EXTENSION OF URGENCY ORDINANCE NO. 2016-949, PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF CHARTER SCHOOLS FOR TEN MONTHS FIFTEEN DAYS WITHIN THE CITY**

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

1. Conduct a public hearing; and
2. Take public testimony; and
3. Adopt Urgency Ordinance No. 2016-950, extending Urgency Ordinance 2016-949, establishing a temporary moratorium on the establishment and operation of charter schools for ten months and fifteen days within the City.

**CEQA STATUS**

Adoption of an extension of an urgency ordinance is exempt from further environmental review under the California Environmental Quality Act (California Public Resources Code §§ 21000, *et seq.*, "CEQA") and CEQA Guidelines (14 California Code of Regulations §§ 15000, *et seq.*) because it establishes rules and procedures for land uses. The ordinance, therefore, is categorically exempt from further CEQA review under CEQA Guidelines § 15601(b)(3) due to the fact that no physical construction is proposed at this time.

**EXTENSION OF URGENCY ORDINANCE NO. 2016-949, PURSUANT TO GOVERNMENT CODE SECTION 65856, EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF CHARTER SCHOOLS FOR TEN MONTHS AND FIFTEEN DAYS WITHIN THE CITY**

October 18, 2016

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**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On September 6, 2016, the City Council adopted by four-fifths vote an urgency ordinance establishing a temporary moratorium on the establishment and operation of charter schools within the City. The urgency ordinance is valid for 45 days and is set to expire on October 21, 2016, unless extended by a four-fifths vote as provided for in the California Government Code.

On October 4, 2016, the City Council introduced the Staff Report as the Official Written Report as required by Government Code Section 65858(d). If adopted, the moratorium would be extended by ten months and fifteen days. The moratorium only applies to new charter school applications.

The necessity to take action on the moratorium was prompted by a high number of inquiries and requests the Community Development Department received for the establishment and operation of charter schools within the community. In addition, the current provisions in the Huntington Park Municipal Code (HPMC) have been determined to be inadequate, as they do not properly regulate the impacts in a manner that is consistent with the City's policies, goals, and objectives of the General Plan.

Staff has reviewed the HPMC and has identified needed revisions. To date, staff has initiated the following:

- Researched other municipality's municipal codes relating to charter schools.
- Identified potential changes to the HPMC.
- Identified potential zones where charter schools can locate.

**FISCAL IMPACT/FINANCING**

The proposed moratorium would not have any direct impact to the General Fund aside from a potentially positive economic impact if the City acts to protect the supply of its commercial properties from non-income generating uses such as Charter Schools.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Government Code Section 65858, a city may establish a moratorium prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time. That urgency measure shall require a four-fifths vote of the legislative body for adoption. The interim ordinance shall be of no further force and effect 45 days from its date of adoption.

**EXTENSION OF URGENCY ORDINANCE NO. 2016-949, PURSUANT TO GOVERNMENT CODE SECTION 65856, EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF CHARTER SCHOOLS FOR TEN MONTHS AND FIFTEEN DAYS WITHIN THE CITY**

October 18, 2016

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After notice, pursuant to Section 65090 and public hearing, a city's legislative body may extend the interim ordinance for ten months and fifteen days and subsequently extend the interim ordinance for one year. Any extension shall also require a four-fifths vote for adoption. Not more than two extensions may be adopted.

**CONCLUSION**

Pursuant to Section 65858 of the California Government Code, the proposed Ordinance extending the urgency moratorium establishing a temporary moratorium on the establishment and operation of charter schools within the City will be scheduled for the October 18, 2016 City Council meeting. In the meantime, the City staff will continue to review and analyze potential modifications to the City's zoning code to adequately regulate and address impacts related to charter school uses. If approved by four-fifths of the City Council, the extension to the temporary moratorium shall become effectively immediately and shall remain in effect for a period of ten months and fifteen days.

Respectfully submitted,



EDGAR P. CISNEROS  
City Manager

**ATTACHMENT(S)**

- A. Urgency Ordinance No. 2016-950, Extending Urgency Ordinance No. 2016-949, a Temporary Moratorium on the Establishment and Operation of Charter Schools for Ten Months and Fifteen Days within the City



1           **WHEREAS**, the City Council now desires to adopt this extension of an urgency ordinance,  
2 effective immediately, and declaring and establishing an extension of an urgency moratorium on the  
3 establishment and operation of charter schools within the City.

4           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON**  
5 **PARK DOES HEREBY ORDAIN AS FOLLOWS:**

6           **SECTION 1:**

7           A.     Moratorium. The establishment and operation of charter schools is prohibited City-wide and  
8 there shall be no approval or issuance of licenses, permits or other entitlements for the establishment,  
9 construction, and development of charter schools to any person, partnership, corporation, or other entity  
10 or association.

11          B.     Term. Except as extended by Government Code Section 65858, this moratorium shall last until  
12 a detailed study may be made and the zoning and public hearing process pertaining to those matters is  
13 completed, or for a period of ten months and fifteen days from the effective date, whichever occurs  
14 sooner.

15          C.     Exemptions. The provisions of this Ordinance shall not apply to applications that City staff has  
16 deemed completed before the effective date of this Ordinance.

17           **SECTION 2:**

18          Written Report. Government Code Section 65858(d) requires the City Council to issue a written report  
19 describing the measures which the City has taken to address the conditions which led to the adoption of  
20 this Ordinance at least ten (10) days prior to the expiration of this Ordinance, or any extension thereof.  
21 In compliance with Government Code Section 65858(d), the City Council issued its written report on  
22 October 4, 2016.

23           **SECTION 3:**

24          CEQA. The City Council on the basis of the whole record and exercising independent judgment finds  
25 that the proposed action is considered to be exempt from the provisions of the California  
26 Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines, in that  
27 the proposed action consists of the adoption of a zoning moratorium ordinance which does not have the  
28 potential for causing a significant effect on the environment.

1                   **SECTION 4:**

2 Severability. If any section, subsection, sentence clause or phrase or word of this Ordinance is for any  
3 reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or  
4 preempted by state legislation such decision or legislation shall not affect the validity of the remaining  
5 portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it  
6 would have passed this Ordinance and each and every section, subsection, sentence clause or phrase or  
7 word not declared invalid or unconstitutional without regard to any such decision or preemptive  
8 legislation.

9                   **SECTION 5:**

10 Effective Date. The extension of this Ordinance shall become effective immediately if the extension is  
11 adopted by at least four-fifths vote of the City Council and shall be in effect for ten months and fifteen  
12 days unless extended by the City Council as provided for in Section 65858 of the Government Code.

13                   **SECTION 6:**

14 Findings. This Ordinance is an interim ordinance adopted as an urgency measure pursuant to  
15 Government Code Section 65858 for the immediate preservation of the public health, safety, and  
16 welfare. This Ordinance is necessary based on the following findings:

- 17 A. The City has received numerous inquiries and requests for the establishment and operation of  
18 charter schools within the City that may be incompatible with current land uses and the General Plan.
- 19 B. The City’s Municipal Code does not have development standards specifically for charter schools.  
20 Having developments standards helps regulate and control adverse impacts associated or implicated by  
21 certain uses.
- 22 C. Certain locations within the City have already experienced adverse impacts due to charters schools.  
23 Communities within the vicinity of charter schools have experienced impacts to vehicle circulation,  
24 parking, and noise.
- 25 D. Under the existing regulations, as applications for approval or issuance of licenses, permits or other  
26 entitlements for the establishment, construction, and development of charter schools submitted to the  
27 City, there is no determination whether the locations and regulation of such uses are consistent with the  
28 purpose and intent of the City's Zoning Ordinance, which may undermine public health, safety, and

1 welfare.

2 E. Due to the City’s changed characteristics, the existing zoning regulations do not adequately regulate  
3 the establishment, construction, and development of charter schools in a manner that will ensure  
4 compatibility with other land uses and the establishment, construction, and development of charter  
5 schools may threaten the public health, safety, and welfare.

6 F. To ensure the City's Municipal Code is consistent with the goals, policies and standards of the  
7 General Plan and the goals of the City Council to protect the public health, safety, and welfare, the City  
8 will take steps to study the effect of charter schools and further study the adequacy of the existing  
9 Zoning Ordinance, and if necessary, develop appropriate land use regulations which may include  
10 updating its municipal code and zoning ordinance.

11 G. There is a current and immediate threat to the public health, safety, and welfare based on the above  
12 findings, and upon that basis an urgency ordinance seeking a moratorium on the establishment and  
13 operation of charter schools is warranted to protect the public against potential negative health, safety,  
14 and welfare impacts and to address potential deficiencies in the Zoning Ordinance associated with  
15 charter schools.

16 **SECTION 7:** The City Clerk shall certify to the passage of this Ordinance and shall cause the  
17 same to be published in the manner prescribed by law.

18 **PASSED, APPROVED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_, 2016.

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Graciela Ortiz, Mayor

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Attest:

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Donna G. Schwartz, CMC  
City Clerk

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