

# REGULAR MEETING NOTICE AND AGENDA

MAY 16. 2016 - 6:00 PM

COUNCIL CHAMBERS 117 MACNEIL STREET SAN FERNANDO, CA 91340

# **CALL TO ORDER/ROLL CALL**

Mayor Robert C. Gonzales Vice Mayor Joel Fajardo Councilmember Antonio Lopez Councilmember Jaime Soto Councilmember Sylvia Ballin

#### **PLEDGE OF ALLEGIANCE**

San Fernando Police Explorer Shae Perez

#### **APPROVAL OF AGENDA**

#### **PRESENTATIONS**

- a) TRIBUTE TO OUR TROOPS Mayor Robert C. Gonzales
- b) NATIONAL POLICE WEEK AND PEACE OFFICERS MEMORIAL DAY Police Chief Anthony Vairo
- c) SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS MOBILITY ACADEMY UPDATE Vice Mayor Joel Fajardo
- d) CERTIFICATE OF RECOGNITION CHILDREN'S LIBRARIAN LIANA STEPANYAN Mayor Robert C. Gonzales

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#### **PUBLIC STATEMENTS – WRITTEN/ORAL**

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

#### **CONSENT CALENDAR**

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

- 1) REQUEST TO APPROVE MINUTES OF MAY 2, 2016 SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
  - Recommend that the City Council adopt Resolution No. 16-052 approving the Warrant Register.
- 3) CONSIDERATION TO ADOPT AN ORDINANCE AUTHORIZING THE CITY TO COLLECT DELINQUENT RESIDENTIAL SOLID WASTE COLLECTION SERVICES FEES ON THE ANNUAL TAX ROLL PURSUANT TO HEALTH & SAFETY CODE SECTIONS 5473 AND 5473A
  - Recommend that the City Council waive full reading of Ordinance No. 1655, and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California Amending Chapter 70 (Solid Waste and Recyclables Collection Services) of the San Fernando Municipal Code."
- 4) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT MEDICAL CANNABIS DISPENSARIES, MEDICAL CANNABIS CULTIVATION, CITY-BASED MEDICAL CANNABIS DELIVERY OPERATIONS, AND ALL COMMERCIAL CANNABIS ACTIVITIES IN ALL AREAS OF THE CITY, EXCLUDING MEDICAL CANNABIS DELIVERY ACTIVITIES ORIGINATING FROM LEGAL DISPENSARIES OUTSIDE OF THE CITY OF SAN FERNANDO

Recommend that the City Council waive full reading of Ordinance No. 1654, and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical



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Cannabis Dispensaries, Medical Cannabis Cultivation, City-Based Medical Cannabis Delivery Operations, and All Commercial Cannabis Activities in All Areas of the City, Excluding Medical Cannabis Delivery Activities Originating from Legal Dispensaries Outside of the City of San Fernando", subject to the revisions noted in the tracked change version of the Ordinance as noted in the staff report.

# 5) CONSIDERATION TO ADOPT A RESOLUTION TO APPROPRIATE THE 2014 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM

Recommend that the City Council:

- a. Adopt Resolution No. 7734 to appropriate the UASI 2014 Grant and amend the UASI 2014 spending plan; and
- b. Authorize the City Manager to execute all documents related to the UASI 2014 Grant.

# 6) CONSIDERATION TO AWARD A CONTRACT FOR ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2015-2016, JOB NO. 7592, PLAN NO. P-718

Recommend that the City Council:

- a. Approve plans and specifications for the Annual Street Resurfacing Project Fiscal Year 2015-2016, Job No. 7592, Plan No. P-718;
- b. Accept the lowest responsive bid from Toro Enterprises, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc., (Contract No. 1820) for an amount not to exceed \$1,062,649.50; and
- d. Establish an amount of 20% of the contract amount (\$212,529.90), as a contingency, to cover the cost of unforeseen construction expenses.

## 7) FACILITY FEE WAIVER POLICY UPDATE FISCAL YEAR 2015-2016

Recommend that the City Council receive and file the report.

8) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION FOR CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS



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#### Recommend that the City Council:

- a. Adopt Resolution No. 7733 Authorizing Submittal of an Application for CalRecycle Payment Programs and Related Authorizations; and
- b. Authorize City Manager to execute all agreements applicable to CalRecycle Payment Program.

#### **ADMINISTRATIVE REPORTS**

#### 9) CONSIDERATION TO AWARD A CONTRACT FOR PUBLIC TRANSPORTATION SERVICES

Recommend that City Council approve the terms and award a five-year agreement (Contract No. 1823) with Parking Company of America through June 30, 2021 to provide public transportation services in the City of San Fernando.

# 10) CONSIDERATION TO APPROVE A LETTER OF SUPPORT FOR SAN FERNANDO COMMUNITY HEALTH CENTER'S SATELLITE MEDICAL FACILITY IN MISSION HILLS

Recommend that the City Council authorize the Mayor to execute a letter for support for San Fernando Community Health Center's proposed satellite medical facility to provide medical services to homeless patients housed at the new Valley Recuperative Care Center in neighboring community of Mission Hills.

11) CONSIDERATION TO ADOPT A RESOLUTION SUPPORTING THE PROPOSAL FOR THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY (METRO) BOARD OF DIRECTORS TO VOTE TO PLACE A MEASURE ON THE NOVEMBER 8, 2016 BALLOT TO GENERATE ADDITIONAL REVENUES FOR TRANSPORTATION IMPROVEMENTS IN LOS ANGELES COUNTY

#### Recommend that the City Council:

- a. Adopt Resolution No. 7732 supporting the proposal for the Metro Board of Directors to vote to place a measure on the November 8, 2016 Ballot in order to generate additional revenues for transportation improvements in Los Angeles County that includes funding for the East San Fernando Valley Transit Corridor Project; and
- b. Direct the City Manager to forward the executed Resolution to the Metro Board of Directors for their consideration.



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#### 12) DISCUSSION REGARDING THE CITY COUNCIL PROCEDURAL MANUAL

This item is placed on the agenda by Vice Mayor Joel Fajardo.

# 13) REPORT FROM AD HOC MEMBERS REGARDING CITY COMMISSIONS, STANDING COMMITTEES AND BOARDS

This item is placed on the agenda by Mayor Robert C. Gonzales and Councilmember Sylvia Ballin.

#### **COMMITTEE/COMMISSION LIAISON UPDATES**

#### **GENERAL COUNCIL COMMENTS**

## **STAFF COMMUNICATION**

#### **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: May 12, 2016 (5:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at <a href="https://www.sfcity.org">www.sfcity.org</a>. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 48 hours prior to the meeting.



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# Regular Meeting San Fernando City Council

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# SAN FERNANDO CITY COUNCIL MINUTES

# MAY 2, 2016 – 4:30 P.M. SPECIAL MEETING

City Hall Community Room 117 Macneil Street San Fernando, CA 91340

# CALL TO ORDER/ROLL CALL (4:31 P.M.)

Mayor Robert C. Gonzales called the meeting to order at 4:30 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and

Councilmembers Antonio Lopez, Jaime Soto (arrived at 4:33 p.m.), and

Sylvia Ballin (arrived during roll call)

Staff: City Manager Brian Saeki, City Attorney Rick R. Olivarez, and City Clerk

Elena G. Chávez

## PLEDGE OF ALLEGIANCE

Led by Mayor Robert C. Gonzales

## APPROVAL OF AGENDA

Motion by Vice Mayor Fajardo, seconded by Councilmember Lopez, to approve the agenda. By consensus, the motion carried.

## PUBLIC STATEMENTS – WRITTEN/ORAL

None

## RECESS TO CLOSED SESSION (4:33 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by City Attorney Olivarez:

#### A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiator: City Manager Brian Saeki

# SAN FERNANDO CITY COUNCIL SPECIAL MEETING MINUTES – May 2, 2016 Page 2

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

San Fernando Public Employees' Association (SEIU, Local 721)

San Fernando Police Officers Association

San Fernando Police Officers Association Police Management Unit

San Fernando Police Civilian Association (SEIU, Local 721)

San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)

All Unrepresented Employees

B) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

G.C. §54957(b)(1)

Title: City Manager

C) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS FACTS AND CIRCUMSTANCES WHICH MAY CREATE EXPOSURE TO LITIGATION

G.C. §54956.9(d)(2) AND §54956.9(e)(1)

One (1) Matter

#### RECONVENE FROM CLOSED SESSION (5:00 P.M.)

City Attorney Olivarez reported the following:

Item A – The City Council received an update regarding negotiations. No direction was provided; nothing further to report.

Item B – The City Council received a report on the City Manager's evaluation for 2016. Direction was given to bring back the evaluation for discussion and final approval.

Item C – The City Council received a briefing from the City Manager on the matter. Direction was given to the City Attorney; nothing further to report.

## ADJOURNMENT (5:00 P.M.)

By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 2, 2016 meeting as approved by the San Fernando City Council.

Elena G. Chávez

City Clerk

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# AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Nick Kimball, Finance Director

**Date:** May 16, 2016

**Subject:** Consideration to Adopt a Resolution Approving the Warrant Register

#### **RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 16-052 (Attachment "A") approving the Warrant Register.

#### **BACKGROUND:**

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

#### **ATTACHMENT:**

A. Resolution No. 16-052

**ATTACHMENT "A"** 

## **RESOLUTION NO. 16-052**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-052

# THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

- 1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
- 2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of May, 2016.

ATTEST:	Robert C. Gonzales, Mayor
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
I HEREBY CERTIFY th regular meeting of the City Council wit:	at the foregoing Resolution was approved and adopted at a il held on the 16 <sup>th</sup> day of May, 2016, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	

EXHIBIT "A"

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
201182	5/16/2016	891587 ABLE MAILING INC.	24132		FULFILLMENT; FOLD TWO PCS, INSER'	
				11238	070-382-0000-4300	74.14
				11238	072-360-0000-4300	74.14
			24133		STORAGE OF WATER ENV-APR 2016	

070-382-0000-4300 12 50 072-360-0000-4300 12.50 173.28 201183 5/16/2016 100066 ADS ENVIRONMENTAL SERVICES,INC 22101.22-0416 FY 15-16 DESIGN, INSTALLATION & MO 11266 072-360-0000-4260 1,555.00 1,555.00 201184 5/16/2016 100070 ADVANCED ELECTRONICS INC. 80001282 COMPUTER MAINTENANCE 11239 001-135-0000-4260 6,761.57 Total · 6,761.57 201185 5/16/2016 887377 AKEMON, DOLORES MAY 2016 COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 50.00 Total: 50.00 201186 5/16/2016 100143 ALONSO, SERGIO APRIL 2016 MMAP INSTRUCTOR 108-424-3659-4260 1,300.00 Total: 1,300.00 201187 5/16/2016 887695 AL'S KUBOTA TRACTOR 65063 COOLING FAN & IGNITION SWITCH-PK 122.15 041-320-0390-4400 Total : 122.15 201188 5/16/2016 100166 AMERICAN PUBLIC WORKS ASSOC. 740026 POSTER-PUBLIC WORKS WEEK 001-370-0000-4300 64.50 Total : 64.50 201189 MMAP BUS TRIP-LA PLAZA CULTURAL 5/16/2016 887270 AMERICAN TRANSPORTATION SYSTEM 55299 497.48 001-424-0000-4430 497.48 201190 5/16/2016 100175 AMERICAN WATER WORKS ASSOC. 7001188685 MEMBERSHIP RENEWAL- #00662165

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201190	5/16/2016	100175 AMERICAN WATER WORKS ASSOC.	(Continued)		070-381-0000-4370 Total :	255.0 <b>255.0</b>
201191	5/16/2016	887663 ARMORCAST PRODUCT COMPANY	0175226-IN		WATER METER COVERS & READ LIDS 070-383-0301-4300 Total :	835.9° <b>835.9</b> °
201192	5/16/2016	888321 ARRIZON, FRANCISCO	MAY 2016		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111 Total :	50.00 <b>50.0</b> 0
201193	5/16/2016	890546 BARAJAS, CRYSTAL	APRIL 2016		MMAP MENTOR INSTRUCTOR 109-424-3637-4260 Total :	240.00 <b>240.0</b> 0
201194	5/16/2016	891796 BATTERY SYSTEMS INC	3508722		DEPARTMENT SUPPLIES 041-320-0000-4300 Total :	104.64 <b>104.6</b> 4
201195	5/16/2016	888443 BAVCO	754425 755367		BACKFLOW REPAIR KIT FOR PD 043-390-0000-4330 BACKFLOW REPAIR KIT FOR PD 043-390-0000-4330 Total:	105.75 104.22 <b>209.9</b> 1
201196	5/16/2016	892013 BERNSTEIN, DIANA	APRIL 2016		ALL ABILITIES ART CLASS 017-420-1343-4260 Total :	380.00 <b>380.0</b> 0
201197	5/16/2016	100533 BOARD OF EQUALIZATION	NONPO		LOCAL USE TAX RETURN ~ 010-2030 Total :	954.00 <b>954.0</b> 0
201198	5/16/2016	889274 BOWDEN MORENO, LINDA	REIMB.		MILEAGE REIMBURSEMENT 001-420-0000-4370 Total :	34.34 <b>34.3</b> 4

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201199	5/16/2016	888800 BUSINESS CARD	042116-1		COMPUTER MONITOR	
			040440.0		001-222-0000-4300	194.0
			042116-2		COMPUTER MONITOR 001-222-0000-4300	194.0
			042116-3		DESK MOUNT & CABLE	194.0
			042110-3		001-222-0000-4300	50.6
			042216		2016 STANDARD PLANS-PW CONST.	50.0
					001-310-0000-4300	324.0
			042516		LODGING-LACPCA 2016 SPRING CONF	
					001-222-0000-4360	379.8
			042516		DOMAIN RENEWAL ~	
					001-135-0000-4270	60.0
			042616		DOMAIN RENEWAL (SFCITY.ORG)	
					001-190-0000-4260	47.9
			042616		REGISTRATION FEE	20.0
			042716-1		001-105-0000-4370 INFOGRAPHICS SUBSCRIPTION	80.0
			042716-1		001-105-0000-4300	9.9
			042716-2		INTERNATIONAL TRANS CHARGE	5.5
			0.27.10.2		001-105-0000-4300	0.3
			050316		WIRELESS MOUSE & KEYBOARD	
					001-102-0000-4300	26.2
			050316-1		SUMMER MOVIE NIGHTS	
					001-420-0000-4300	270.0
			050316-2		SUMMER MOVIE NIGHTS	
					001-420-0000-4300	320.0
			050316-3		SUMMER MOVIE NIGHTS	
			050440		001-420-0000-4300 CERTIFICATE JACKETS	15.0
			050416		001-105-0000-4300	377.9
			050416		GUN RACKS	311.9
			030410		001-222-0000-4320	889.3
			050416		PROMOTIOANAL USB'S	555.5
			<del>-</del>		001-150-0000-4300	154.3
					001-105-0000-4300	154.3
			050416		DINNER-SPECIAL CITY COUNCIL MEET	
					001-101-0000-4300	56.0

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204.56	EMERGENCY FLASHLIGHT FOR JAIL 001-222-0000-4300 ADOBE CREATIVE CLOUD SUBSCRITIC		(Continued) 050516 050516	888800 BUSINESS CARD	5/16/2016	201199
599.88 tal: <b>4,408.50</b>	001-105-0000-4260 <b>Total</b> :					
681.25 tal: 681.25	VISE JAW FOR WATER TRUCK 070-383-0000-4310 Total :		8076	892088 CALIFORNIA TRUCK	5/16/2016	201200
24.71	WATER ACCT REFUND-306 MACNEIL 070-2010 Total :		31-0998-04	892215 CANDEROS, MARIE	5/16/2016	201201
375.00	LEGAL FEES 006-190-0000-4800 LEGAL FEES		1753092 1753094	103619 CARL WARREN & CO.	5/16/2016	201202
375.00 tal: 750.00	006-190-0000-4800 Total :		1755554			
20,478.83	REIMB.OF ITF ACCT (LIABILITY CLAIMS 006-1037 Total:		10124-10138	891860 CARL WARREN & COMPANY	5/16/2016	201203
4,564.33	WATERMSTER COST SHARE AGREEMI 070-381-0000-4270 Total :		GLN0000006767	100713 CITY OF GLENDALE	5/16/2016	201204
241,300.50	FIRE SERVICES - FEB 2016 001-500-0000-4260		38SF160000008	101957 CITY OF LOS ANGELES	5/16/2016	201205
241,300.50 tal: 482,601.00	FIRE SERVICES - MARCH 2016 001-500-0000-4260 <b>Total</b> :		38SF160000009			
114.07	MATL'S FOR SIGN REPLACEMENT 001-370-0301-4300 MATL'S FOR SIGN REPLACEMENT		100239 100275	100805 COOPER HARDWARE INC.	5/16/2016	201206

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201206	5/16/2016	100805 COOPER HARDWARE INC.	(Continued)			
			100290		001-370-0301-4300 MATL'S FOR SIGN REPLACEMENT	19.4
					001-370-0301-4300 Total :	7.0 <b>140.5</b>
201207	5/16/2016	100499 CPCA	5055		MEMBERSHIP DUES	
201207	3/10/2010	100499 CI CA	3000		001-222-0000-4380	419.0
					Total :	419.0
201208	5/16/2016	100491 CPS HR CONSULTING	SOP41511		PW MAINT. WORKER TESTING MATL'S	
					001-106-0000-4270 Total :	669.9 <b>669.9</b>
						669.9
201209	5/16/2016	889592 CUELLAR, JIMMY KYLE	APRIL 2016		MMAP INSTRUCTOR 109-424-3637-4260	600.0
					108-424-3659-4260	100.0
					Total :	700.0
201210	5/16/2016	101666 DE LAGE LANDEN FINANCIAL SERVS	49234743		MAR'16 LEASE PAYMENT-VARIOUS CO	
					001-135-0000-4260	849.0
					103-420-0000-4260 104-420-0000-4260	101.3 101.3
					070-381-0000-4290	146.7
					Total:	1,198.5
201211	5/16/2016	892218 DE LEMUS, ISMELDA	62-2543-01		WATER ACCT REFUND-538 N WORKMA	
					070-2010	31.7
					Total :	31.7
201212	5/16/2016	887121 DELL MARKETING L.P.	XJX681831		RUBBER HANDLE FOR LAPTOP	
			V IVC04T42		070-384-0000-4260	98.5
			XJX681T13		SHOULDER STRAP FOR LAPTOP 070-384-0000-4260	78.8
					Total :	177.3
201213	5/16/2016	891533 DEXMEDIA	720341884		DOMAIN REGSTR & E-MAIL HOSTING-/	
					001-190-0000-4220	51.6

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201213	5/16/2016	891533	891533 DEXMEDIA	(Continued)		Total :	51.6
201214	5/16/2016	101004	DUNN-EDWARDS CORPORATION	5659451		PAINT & SUPPLIES FOR CYCLING PATI 017-420-1337-4300 Total :	344.9 <b>344.9</b>
201215	5/16/2016	890401	ENVIROGEN TECHNOLOGIES INC	0007963-IN	11254	APR'16-NITRATE REMOVAL SYSTEM LE 070-384-0000-4260 Total :	7,226.8 <b>7,226.8</b>
201216	5/16/2016	890879	EUROFINS EATON ANALYTICAL, INC	L0259094 L0260049		WATER ANALYSIS FOLDERS 070-384-0000-4260 WATER ANALYSIS FOLDERS	164.0
				L0260215		070-384-0000-4260 WATER ANALYSIS FOLDERS 070-384-0000-4260	139.6 164.0
				L0260246		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.6
				L0261571 L0261579		WATER ANALYSIS FOLDERS 070-384-0000-4260 WATER ANALYSIS FOLDERS	139.6
				L0261594		070-384-0000-4260 WATER ANALYSIS FOLDERS 070-384-0000-4260	139.6 200.0
				L0261598		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.6
				L0261606 L0261643		WATER ANALYSIS FOLDERS 070-384-0000-4260 WATER ANALYSIS FOLDERS	139.6
				L0261644		070-384-0000-4260 WATER ANALYSIS FOLDERS 070-384-0000-4260	164.0 139.6
				L0261702		WATER ANALYSIS FOLDERS 070-384-0000-4260	139.6
						Total :	1,808.8
201217	5/16/2016	103851	EVERSOFT, INC.	R1564132		SOFTNER-WELL 3	

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201217	5/16/2016	103851 EVERSOFT, INC.	(Continued)			
					070-384-0000-4260	37.72
					Total:	37.72
01218	5/16/2016	892217 FABIAN, TODD	33-3320-01		WATER ACCT REFUND-1221 HOLLISTE	
					070-2010	64.85
					Total :	64.8
01219	5/16/2016	891622 FARMER BROTHERS	63133337		BREAKROOM SUPPLIES	
					001-222-0000-4300	133.42
					Total :	133.42
01220	E/16/2016	101147 FEDEX	5-400-65069		COURIER SERVICE	
201220 5/16/2016	101147 FEDEX	5-400-03009		001-190-0000-4280	29.17	
					001-190-0000-4280 Total :	29.17 29.17
					Total .	25.11
01221	5/16/2016	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERRIFFS	
					001-222-0000-4220	573.07
			209-150-5250-081292		RADIO REPEATER (POLICE)	
					001-222-0000-4220	46.19
			209-150-5251-040172		MWD METER - (PW)	
					070-384-0000-4220	46.19
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	42.03
			209-151-4941-102990		POLICE PAGING	
			000 151 1010 011101		001-222-0000-4220	43.30
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	46.19
			209-151-4943-081292		RADIO REPEATER (POLICE)	40.18
			203-131-4943-001292		001-222-0000-4220	46.19
			818-361-2385-012309		MTA PHONE LINES	40.10
					007-440-0441-4220	100.72
					001-190-0000-4220	50.36
			818-361-2472-031415		PW PHONE LINES	
					070-384-0000-4220	208.49
			818-361-3958-091407		CNG STATION	
					041-320-3661-4220	46.50

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201221	5/16/2016	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-6728-080105		PW/ENGINEERING FAX LINE	
					001-310-0000-4220	22.75
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	50.36
			818-365-5097-120298		PD NARCOTICS VAULT	
					001-222-0000-4220	22.56
			818-831-5002-052096		PD SPECIAL PROBLEMS	
					001-222-0000-4220	42.63
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	22.43
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	293.64
			818-837-7174-052096		PD SPECIAL PROBLEMS	
					001-222-0000-4220	22.56
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	104.14
			818-898-7385-033105		LP FAX LINE	
					001-420-0000-4220	27.39
					Total :	1,857.69
201222	5/16/2016	892173 FS CONTRACTORS, INC.	2027		SRTS CYCLE 7 - CONSTRUCTION OF II	
				11358	010-370-3636-4600	151,502.40
				11358	012-311-3636-4600	16,833.60
					010-2037	-7,575.12
					012-2037	-841.68
					Total :	159,919.20
201223	5/16/2016	892219 GARCIA, JUAN	39-4075-03		WATER ACCT REFUND-1335 WOODWO	
					070-2010	19.30
					Total:	19.30
201224	E/16/2016	889532 GILMORE, REVA A.	04/16/16 - 04/29/16		FOOD SERVICE MANAGER	
201224	3/10/2016	000002 GILIVIORE, REVAA.	04/10/10 - 04/29/10			F05 50
					115-422-3750-4270	565.50
					115-422-3752-4270 Total :	91.00 <b>656.5</b> 0

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oucher	Date	Vendor	Invoice	PO #	Description/Account	Amou
201225	5/16/2016	889535 GOMEZ, GILBERT	04/16/16 - 04/29/16		HDM DRIVER 115-422-3752-4270 115-422-3752-4390	200.0 52.0
					Total :	
201226	5/16/2016	101376 GRAINGER, INC.	9027115600 9027115618		TABLES FOR SCOREKEEPERS @ PARI 001-423-0000-4300 BOTTOMS FOR CHAIRS @ REC PARK ( 001-420-0000-4300	237.6
					Total :	
201227	5/16/2016	101434 GUZMAN, JESUS ALBERTO	APRIL 2016		MMAP INSTRUCTOR 109-424-3637-4260 <b>Total</b> :	2,000.0 <b>2,000</b> .0
201228	5/16/2016	101428 H & H WHOLESALE PARTS	1IN0088225		FRONT ROTORS & BRAKE PADS-PD000 041-320-0225-4400	214.5
201229	5/16/2016	888646 HD SUPPLY WATER WORKS, LTD	F375440		Total : COVERS & SOFT COPPER TUBING 070-383-0301-4300	1,208.2
					Total :	1,208.2
201230	5/16/2016	101512 HDL, COREN & CONE	0022574-IN		CONTRACT SERVICE PROP TAX-APR T 001-130-0000-4270 Total :	1,375.0
201231	5/16/2016	890594 HEALTH AND HUMAN RESOURCE	140984		EAP-MAY 2016 001-106-0000-4260 <b>Total</b> :	235.: <b>23</b> 5.:
	=					
201232	5/16/2016	101599 IMAGE 2000 CORPORATION	29940		VARIOUS COPIERS CONTRACT USAGE 103-420-0000-4260 104-420-0000-4260 001-135-0000-4260 072-360-0000-4450 001-135-0000-4260	70.3 70.3 511.8 40.7 101.8

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201232	5/16/2016	101599	101599 IMAGE 2000 CORPORATION	(Continued)		Total :	7	795.19
201233	5/16/2016	891570 II	NNOVATIVE TELECOM. SYSTEMS	1784		NEW PHONES & PROGRAMMING		
						001-190-0000-4300	3	380.75
						001-190-0000-4260		105.00
						Total :		485.75
201234	5/16/2016	891081 II	NTERSTATE ALL BATTERY CENTER	1909399001223		PARKING METER BATTERY		
						029-335-0000-4320		46.43
						Total :		46.43
201235	5/16/2016	891777 II	RRIGATION EXPRESS	15042167-00		RETURNED ITEMS		
						043-390-0000-4300	-	-69.88
				15042821-00		PIONEER PARK FIELD PREP		
						043-390-0000-4300		27.59
				15044401-00		MALE ELBOWS & ADAPTERS		
						011-311-7510-4300		-2.00
				15044571-00		ROUND VALVE BOX-EXERICES EQUIP		
						043-390-0000-4300		27.60
				15047423-00		IRRIGATION COVER@ LP PARK		
				45047700.00		043-390-0000-4300		36.55
				15047728-00		VALVE BOX LIDS		FO 71
				15047946-00		043-390-0000-4300 MATL'S FOR IRRIG REPAIRS @ LP PAR		59.75
				13047340-00		043-390-0000-4300	3.	349.94
				15047950-00		MATL'S FOR IRRIG REPAIR @ LP PARK		J-10.0-
				1001100000		043-390-0000-4300		15.97
				15048174-00		IRRIG SUPPLIES RETURNED		
						043-390-0000-4300	-	-15.49
				15048847-00		MATL'S FOR IRRIG VALVE REPAIR @ LI		
						043-390-0000-4300	1	116.06
				15048848-00		MATL'S FOR IRRIG REPAIRS @ LP PAR		
						043-390-0000-4300	2	213.92
				15048849-00		MATL'S FOR IRRIG REPAIR @ PIONNER	_	040.01
				45040050.00		043-390-0000-4300	2	213.92
				15048850-00		MATL'S FOR IRRIG REPAIRS @ REC PA 043-390-0000-4300	2	213.92
						0-43-380-0000-4300	2	113.82

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201235	5/16/2016	891777 IRRIGATION EXPRESS	(Continued) 15048935-00		MATL'S FOR IRRIG REPAIRS @ LP PAR 043-390-0000-4300	5.
			15048943-00		MATL'S FOR IRRIG VALVE REPAIR @ LI 043-390-0000-4300	37.:
			15049133-00		IRRIG VALVE BOX REPAIR @ LP PARK 043-390-0000-4300	66.
					Total :	1,297.
201236	201236 5/16/2016 887952 J. Z. L	887952 J. Z. LAWNMOWER SHOP	12088		CHAINS & EQUIP MAINT. 043-390-0000-4300 PRUNNER	58.0
			12009		043-390-0000-4340	69.
					Total :	127.
201237	5/16/2016	892208 JAS ENVIRONMENTAL SERVICES	S-215757		ABESTOS INSPECTION-120 MACNEIL	
					043-390-0000-4330 Total:	350. <b>350</b> .
201238	5/16/2016	889680 JIMENEZ LOPEZ, JUAN MANUEL	APRIL 2016		MMAP INSTRUCTOR	
					109-424-3637-4260 <b>Total</b> :	1,000. <b>1,000</b> .
201239	5/16/2016	892216 JLMR INVESTMENTS LP	39-0815-01		WATER ACCT REFUND-563 S HUNTING	
					070-2010 <b>Total</b> :	24. <b>24</b> .
201240	5/16/2016	892207 JUDICIAL COUNCIL OF CALIFORNIA	0671L		LICENSE FEE 2015 & 2016 001-222-0000-4260 001-310-0000-4450	225. 175.
					Total :	400.
201241	5/16/2016	101768 KIMBALL-MIDWEST	4827079		MISC SUPPLIES 041-1215	159.
			4829339		041-1215 SMALL TOOLS-TEST LIGHTS 041-320-0000-4340	159.
					Total :	247.

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201242	5/16/2016	101772 KING'S BRAKE AND PIONEER TIRE	006382		P/S HOSE INSTALL - PK0935 041-320-0000-4400 <b>Total</b> :		103.33 <b>103.3</b> 3
201243	5/16/2016	891738 KNIGHT COMMUNICATIONS INC	2010655	11249	MAY'16-INFORMATION TECHNOLOGY N 001-135-0000-4270 Total :	- ,	,000.00
201244	5/16/2016	101990 L.A. COUNTY METROPOLITAN	80006442		TAP CARDS - MARCH 2016 007-440-0441-4260 <b>Total</b> :		302.00 <b>,302.0</b> 0
201245	5/16/2016	101971 L.A. MUNICIPAL SERVICES	7947501000		ELECTRICAL - 13186 DRONFIELD~ 070-384-0000-4210 <b>Total</b> :		71.24 <b>71.2</b> 4
201246	5/16/2016	101852 LARRY & JOE'S PLUMBING	2680321-0001-02		MATL'S FOR NEW FAUCET @ REC PAR 043-390-0000-4300 Total:		39.53 <b>39.5</b> 3
201247	5/16/2016	101865 LAWRENCE ROLL-UP DOORS, INC.	1658677		ROLL UP DOOR REPAIR @ LP CONCES 043-390-0000-4330 Total :		316.00 <b>316.0</b> 0
201248	5/16/2016	101929 LINGO INDUSTRIAL ELECTRONICS	32325		MATL'S TO REPAIR KNOCKDOWN (ORA 001-370-0301-4300 Total :		450.17 <b>450.1</b> 7
201249	5/16/2016	101974 LOS ANGELES COUNTY	MAR 2016		ANIMAL CONTROL CARE/HOUSING FEI 001-190-0000-4260 Total :		.163.62 <b>,163.62</b>
201250	5/16/2016	102003 LOS ANGELES COUNTY	RE-PW-16041310766	11292	INDUSTRIAL WASTE CHARGES 072-360-0000-4450 Total :		348.58 <b>,348.5</b> 8
201251	5/16/2016	102006 LOS ANGELES COUNTY	FILE 3641507200113		COURT CASE 08K30896-LEVY ON ANY 001-310-0000-4111		50.00

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201251	5/16/2016	102006 LOS ANGELES COUNTY	(Continued)		Total :	50.0
201252	5/16/2016	102051 M & M LANDSCAPE	7089		WEED ABATEMENT & CLEANUP-UPPEF 070-384-0000-4260	1,250.0
			7090		WEED ABATEMENT & CLEANUP-UPPER	
					070-384-0000-4260 <b>Total</b> :	700.0 <b>1,950.0</b>
201253	5/16/2016	889533 MARTINEZ, ANITA	04/16/16 - 04/29/16		FOOD SERVICE INTAKE CLERK	
					115-422-3750-4270	200.0
					Total :	200.0
201254	5/16/2016	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES	
					007-440-0441-4220	33.63
					Total :	33.63
201255	5/16/2016	892210 MEJIA, SILVIA	2000233.001		COACH DISCOUNT-YOUTH BASKETBA	
					017-3770-1328 Total :	37.50 <b>37.5</b> 0
201256	5/16/2016	102201 MIERZYNSKI, IRMGARD	01/22/16 - 03/18/16		LINE DANCE INSTRUCTOR	
					017-420-1339-4260	161.00
					Total :	161.00
201257	5/16/2016	102226 MISSION LINEN & UNIFORM	501923415		LAUNDRY	
					001-225-0000-4350	100.40
			501947737		LAUNDRY 001-225-0000-4350	78.44
			501969212		LAUNDRY	70.1
			504000405		001-225-0000-4350	65.03
			501993485		LAUNDRY 001-225-0000-4350	55.43
			502013519		LAUNDRY	
			502334242		001-225-0000-4350	76.38
			002334242		LAUNDRY 001-225-0000-4350	65.27
			502360834		LAUNDRY	
					001-225-0000-4350	43.23
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201257	5/16/2016	102226 MISSION LINEN & UNIFORM	(Continued) 502380939		LAUNDRY	00.00
			502407015		001-225-0000-4350 LAUNDRY 001-225-0000-4350	80.09 174.48
					Total :	738.75
201258	5/16/2016	888264 MISSION VALLEY SANITATION	139140		PORTABLE TOILET RENTAL-12900 DRC 043-390-0000-4260	136.96
					Total :	136.96
201259	5/16/2016	103910 MONTGOMERY HARDWARE COMPANY	213131		DOOR HANDLE-PD SALLY PORT ENTEI 043-390-0000-4300	1,759.45
					Total :	1,759.45
201260	5/16/2016	102260 MOORE MEDICAL LLC	829983021		MEDS 001-225-0000-4350	6.46
					Total:	6.46
201261	5/16/2016	891542 MR "B" PRINTING INC.	34377		CIF - LGBTQ EVENT FLYERS 053-101-0103-4430	207.10
					Total :	207.10
201262	5/16/2016	102303 NACHO'S ORNAMENTAL SUPPLY	INV090465		MATL'S TO REPAIR GATE @ 501 1ST 043-390-0000-4300	41.61
					Total :	41.61
201263	5/16/2016	102325 NAPA AUTO PARTS	896611		SMALL TOOLS 041-320-0000-4340	13.65
					Total :	13.65
201264	5/16/2016	889457 NATIONAL METER & AUTOMATION	S1069130.002		TORX BITS 070-383-0301-4300	45.55
					Total :	45.55
201265	5/16/2016	102403 NOW IMAGE PRINTING	6074		TREASURER RECEIPTS 001-102-0000-4300	158.78

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oucher/	Date	Vendor	Invoice	PO #	Description/Account	Amour
201265	5/16/2016	102403 NOW IMAGE PRINTING	(Continued)		Total :	158.7
201266	5/16/2016	102423 OCCU-MED, INC.	0416901		PRE-EMPLOYMENT PHYSICALS	
					001-106-0000-4270	1,055.0
					Total:	1,055.0
201267	5/16/2016	102432 OFFICE DEPOT	833030352001		(10) CHAIRS	
20.20.	0/10/2010	102.02 011.02.02.01	00000002001		001-222-0000-4320	2.389.7
			833985589001		OFFICE SUPPLIES	2,000.7
			00000000001		070-381-0000-4300	119.3
			834108089001		OFFICE SUPPLIES	110.0
			004100000001		001-222-0000-4300	49.2
			834108089002		OFFICE SUPPLIES	70.2
		004100003002		001-222-0000-4300	12.2	
			834108139001		OFFICE SUPPLIES	12.2
			004100103001		001-222-0000-4300	17.6
			834123006001		HP TONERS	17.0
			034123000001		001-222-0000-4300	317.5
			834124150001		TONER AND OFFICE SUPPLIES	317.3
			834124130001		001-222-0000-4300	130.7
			834389364001		OFFICE SUPPLIES	130.7
			834389384001		070-381-0000-4300	70.0
			004000040004		OFFICE SUPPLIES	70.0
			834933643001		001-222-0000-4300	04.0
			004000700004			21.2
			834933762001		COPY PAPER & HP TONER	070 7
			005050701001		001-222-0000-4300	378.7
			835252701001		COPY PAPER	005.0
					001-422-0000-4300	205.2
			836497455001		OFFICE SUPPLIES	
					001-222-0000-4300	61.1
			836497501001		OFFICE SUPPLIES	
					001-222-0000-4300	5.4
			836752113001		OFFICE SUPPLIES	
					001-222-0000-4300	56.5
			837918088001		OFFICE SUPPLIES	
					001-106-0000-4300	14.2
			837918499001		OFFICE SUPPLIES	

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201267	5/16/2016	102432 OFFICE DEPOT	(Continued)				
					001-106-0000-4300		49.99
						Total :	3,899.21
201268	5/16/2016	890095 O'REILLY AUTO PARTS	4605-189601		FUEL HOSE		
					041-1215		21.63
						Total :	21.63
201269	5/16/2016	892023 PAETEC	59263882		PHONE SERVICE 03/18/16 - 04	/17/16	
					001-222-0000-4220		643.68
					001-420-0000-4220		916.53
					070-384-0000-4220		493.45
					001-190-0000-4220		1,890.87
			59338040		PHONE SERVICE-04/18/16-05/	17/16	
					001-222-0000-4220		656.40
					001-420-0000-4220		923.25
					070-384-0000-4220		491.70
					001-190-0000-4220		1,870.29
						Total :	7,886.17
201270	5/16/2016	887366 PIONEER MANUFACTURING COMPANY	INV594288		FIELD PAINT		
					017-420-1334-4300		360.43
						Total :	360.43
201271	5/16/2016	891903 POLA, ALICIA	APRIL 2016		MMAP ASSISTANT		
					108-424-3659-4260		1,375.00
			MAY 2016		MMAP ASSISTANT		
					108-424-3659-4260		225.00
						Total :	1,600.00
201272	5/16/2016	890602 POLLARD WATER	0040253		PRESSURE GAUGE		
					070-383-0301-4300		170.56
						Total :	170.56
201273	5/16/2016	102666 PREFERRED DELIVERY SYSTEMS INC	549-145		COURIER SERVICE		
					001-222-0000-4260		206.00
					11: 1100 1200	Total:	206.00

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201274	5/16/2016	102688 PROFESSIONAL PRINTING CENTERS	30401		VARIOUS POLICE FORMS 001-222-0000-4300		672.33
			30454		CIF - LGBTQ EVENT POSTERS		
					053-101-0103-4430		27.10
					Total :		699.43
201275	5/16/2016	892131 PROHEALTH-VALLEY OCCUPATIONAL	00042825-00		DOT PHYSICALS		
					001-106-0000-4270		160.00
					Total :		160.00
201276	5/16/2016	102697 PROVIDENCE HOLY CROSS	72000034609201		POST BOOKING EXAM		
					001-225-0000-4350		75.00
					Total :		75.00
201277	5/16/2016	102738 QUINTERO ESCAMILLA, VIOLETA	APRIL 2016		SENIOR MUSIC INSTRUCTOR		
					017-420-1323-4260		240.00
					Total :		240.00
201278	5/16/2016	102818 RELIABLE FENCE CO., INC.	1222		REMOVE/REPLACE FENCING AT LAS P		
				11353	019-423-0201-4600		2,900.00
					Total :		2,900.00
201279	5/16/2016	889602 RESPOND SYSTEMS	99533		AMBU MASKS & BAGS		
					001-222-0000-4300		614.19
					Total :		614.19
201280	5/16/2016	892078 REWARD STRATEGY GROUP	3506-5		CITY-WIDE CLASSIFICATION AND		
				11304	001-190-0000-4270	1	3,030.00
			3506-6	11304	CITY-WIDE CLASSIFICATION AND 001-190-0000-4270		8,340.00
				11004	Total :		21,370.00
201281	5/16/2016	891377 REYES, JOSE	04/16/16 - 04/29/16		HDM DRIVER		
201201	3/10/2010	001011 NETEG, 900E	0-710/10 - 04/25/10		115-422-3752-4270		200.00
					115-422-3752-4390		62.40
					Total :		262.40
201282	5/16/2016	891121 RIVERA, NICOLE	APRIL 2016		MMAP MENTOR INSTRUCTOR		
						Page:	

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201282	5/16/2016	891121 RIVERA, NICOLE	(Continued)				
			MARCH 2016		001-424-0000-4430 MMAP MENTOR INSTRUCTOR		240.00
					001-424-0000-4430 Total :		240.00 <b>480.00</b>
201283	5/16/2016	892211 RODRIGUEZ, KADDIE	2000232.001		COACH DISCOUNT-BASKETBALL		
					017-3770-1328 Total :		58.75 <b>58.75</b>
							50.75
201284	5/16/2016	103010 SAM'S CLUB DIRECT, #0402814188546	4654		BREAKROOM SUPPLIES 001-222-0000-4300		343.96
					Total :		343.96
201285	5/16/2016	103051 SAN FERNANDO POLICE	042216		CIF - POLICE NATIONAL NIGHT OUT (20 053-101-0111-4430 053-101-0103-4430 053-101-0109-4430 053-101-0107-4430	1	500.00 500.00 1,000.00 300.00
					Total :	2	2,300.00
201286	5/16/2016	103052 SAN FERNANDO POLICE DEPT.	REIMB.		REIMB FOR EXPLORERS EXPENSES 001-226-0230-4430 Total :		551.83 <b>551.83</b>
201287	5/16/2016	103057 SAN FERNANDO VALLEY SUN	9462		PUBLICATION OF EASTER AD		
			9534		001-420-0000-4260 PUBLICATION OF EASTER AD		409.00
			9540		001-420-0000-4260 PUBLICATION-NIB ANNUAL STREET RE		409.00
					001-310-0000-4270 <b>Total</b> :	1	581.26 <b>1,399.26</b>
201288	5/16/2016	103029 SAN FERNANDO, CITY OF	16597-16613		REIMBURSEMENT TO WORKERS COM		
					006-1035 <b>Total</b> :		6,424.12 <b>6,424.12</b>
201289	5/16/2016	103064 SAN GABRIEL VALLEY CITY	050916		REGISTRATION-ANNUAL SPRING WOR	10	J, <del>4</del> ∠4. 12
201200	3/10/2010	TOUGH GANGERIAL VALLET GITT	000010		REGISTRATION-ARROAL SERING WOR		

rchlist 05/10/2016	4:32:26PI	и	Voucher List CITY OF SAN FERN			Page: 1
Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
201289	5/16/2016	103064 SAN GABRIEL VALLEY CITY	(Continued)			
					001-105-0000-4370	120.0
					Total :	120.0
201290	5/16/2016	892209 SCOTT, HOLLY	MAY 2016		COMMISSIONER'S REIMBURSEMENT	
					001-310-0000-4111	50.0
					Total :	50.0
201291	5/16/2016	891064 SIEMENS INDUSTRY INC	5620006952		EMERGENCY REPAIRS DUE TO BLACK	
				11360	001-371-0000-4500 Total :	6,701.8 <b>6,701.8</b>
						0,701.0
201292	5/16/2016	103184 SMART & FINAL	150460		ENP SUPPLIES	400.0
					115-422-3750-4300 Total :	136.9 136.9
201293	5/16/2016	103193 SNAP-ON INDUSTRIAL	ARV/28766504		RATCHET KIT-CNG STATION 041-320-3661-4400	289.2
			ARV/28806286		IMPACT BODY-CNG STATION	200.2
					041-320-3661-4400	167.8
					Total :	457.0
201294	5/16/2016	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC - FACILITIES~	
					043-390-0000-4210	3,739.9
					Total :	3,739.9
201295	5/16/2016	103251 STANLEY PEST CONTROL	821058		PEST CONTROL @ PD	
					043-390-0000-4260 Total :	94.0 <b>94.0</b>
						34.0
201296	5/16/2016	102978 SWRCB-DWOCP	OPS #16742		D2 DISTRIBUTION CERT RENEWAL	20.0
					070-381-0000-4370 Total :	80.0 <b>80.0</b>
004007	F/40/00:5	ANATON THE HOME DEPOT ONE ADOTTOR	100 1000007			
201297	5/16/2016	101528 THE HOME DEPOT CRC, ACCT#603532202	49U 1282887		MOBILE WORK CENTER 070-384-0301-4300	163.1
			1970213		PALLET FEE CREDIT	.50.1
					070-384-0301-4300	-49.2

Voucher	bank3  Date					
201297	E/16/2016	Vendor	Invoice	PO #	Description/Account	Amou
	3/10/2010	101528 THE HOME DEPOT CRC, ACCT#6035322	202490 (Continued)			
			1970215		PALLET FEE CREDIT	
					070-384-0301-4300	-32.
			2074274		A/C UNIT REPL @ LP PARK	
					043-390-0000-4300	436.
			2190932		A/C RETURNED	
					043-390-0000-4300	-305.
			2972751		SALT & PALLET FEE	
					070-384-0000-4300	1,348.
			3060735		ELECTRICAL MATL'S FOR SCOREBOAF	
					043-390-0000-4300	80.
			3060736		ELECTRICAL MATL'S FOR SCOREBOAF	
					043-390-0000-4300	253.
			3064372		SMALL TOOLS	
					043-390-0000-4340	142.
			3064373		A/C FOR LP PARK COMP ROOM	
					043-390-0000-4300	154.
			4064241		PORTABLE A/C-LP PARK COMP ROOM	
					043-390-0000-4300	305.
			5024466		MISC SUPPLIES-SHOVELS, QUICKCRE	
					070-383-0301-4300	173.
			8020217		DUCT TAPE, CUTTER, PLUMBERS KIT	
					070-383-0301-4300	132.
			90020045		SECURITY LIGHT & OTHER SUPPLIES	
					001-346-0000-4300	187.
			9064924		TRASH CANS FOR PIONEER PARK	
					043-390-0000-4300	36.
			9074762		CUSHION MAT	
					072-360-0000-4300	48.
			9532608		BUNGEE CORDS	
					001-311-0000-4300	9.
					Total :	3,084.
201298	5/16/2016	103903 TIME WARNER CABLE	8448200540010518		CABLE 04/29/16-05/28/16 (REC PARK)	
					001-420-0000-4260	200.
			8448200540222204		CABLE 04/29/16-05/28/16	
					043-390-0000-4260	90.

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Bank code :	bank3					
/oucher	Date	Vendor	Invoice	PO #	Description/Account	Amoun
201298	5/16/2016	103903 103903 TIME WARNER CABLE	(Continued)		Total :	291.2
201299	5/16/2016	891311 TORRES, RITA	04/16/16 - 04/29/16		ENP SUBSTITUTE 115-422-3750-4270 115-422-3752-4270 Total :	90.00 10.00 <b>100.0</b> 0
201300	5/16/2016	103458 U.S. HEALTHWORKS MEDICAL GROUP	2902626-CA		DOT EXAM/COLLECTION 001-106-0000-4270	80.00 <b>80.0</b> 0
201301	5/16/2016	103463 U.S. POSTMASTER	DEMAND		PRESORT 1ST CLASS POSTAGE-WATE 070-382-0000-4300 072-360-0000-4300 Total :	611.78 611.78 <b>1,223.5</b> 6
201302	5/16/2016	103445 UNDERGROUND SERVICE ALERT	420160680		(39) NEW USA DIGALERT TICKETS 070-381-0000-4260 Total :	58.50 <b>58.5</b> 0
201303	5/16/2016	888241 UNITED SITE SERVICES OF CAINC	114-3913224		PORTABLE TOILET RENTAL @ LAYNE F 043-390-0000-4260 Total :	406.34 <b>406.3</b> 4
201304	5/16/2016	103534 VALLEY LOCKSMITH	3451		REKEY MASTER SYSTEM & FIX CYLINI 043-390-0000-4330 043-390-0000-4300 INSTALL ELECTRICAL PANIC BAR & LE	365.00 654.50
			3478		043-390-0000-4330 RE-KEY BOXES - PK8704	300.00
			3495		041-320-0390-4400 REMOTE CONTROLLERS FOR CREWS	185.80
					043-390-0000-4300 <b>Total</b> :	163.42 <b>1,668.7</b> 2
201305	5/16/2016	892081 VERIZON BUSINESS SERVICES	69752464		MPLS PORT ACCESS & ROUTER-PD VI 001-222-0000-4220	1,035.16

vchlist 05/10/2016	4:32:26P	м	Voucher Li CITY OF SAN FER			Page:	22
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
201305	5/16/2016	892081 VERIZON 8	BUSINESS SERVICES (Continued	1)	Total :		1,035.16
201306	5/16/2016	100101 VERIZON WIRELESS-LA	270693253		PLANNING CELL PHONE		
					001-140-0000-4220		5.46
			460851202		PD CELL PHONES		
			561407019		001-222-0000-4220 CITY YARD CELL PHONE & USB MODEL		117.18
			561407019		070-384-0000-4220		128.09
					043-390-0000-4220		25.36
					041-320-0000-4220		25.36
					072-360-0000-4220		0.21
					001-130-0000-4220		33.21
			660629692		VARIOUS CELL PHONES		
					001-106-0000-4220		40.02
					070-384-0000-4220		82.43
			742084126		MDT MODEMS-PD UNITS 001-222-0000-4220		841.60
			870422920		PD CELL PHONES AND MDT MODEMS		641.60
			070422920		001-222-0000-4220		186.93
					001-152-0000-4220		114.03
					Total:		1,599.88
201307	5/16/2016	889681 VILLALPANDO, MARIA	04/16/16 - 04/29/16		FOOD SERVICE WORKER		
					115-422-3750-4270		350.00
					115-422-3752-4270		50.00
					Total :		400.00
201308	5/16/2016	890970 WEX BANK	44947612		FUEL FOR FLEET		
					041-320-0152-4402		437.73
					041-320-0221-4402		230.09
					041-320-0222-4402		177.70
					041-320-0224-4402		704.87
					041-320-0225-4402		3,542.96
					041-320-0226-4402		2.00 329.87
					041-320-0228-4402 041-320-0311-4402		929.23
					041-320-0311-4402		54.96
					0-7 1-020-00 12- <del>17-</del> 02		J4.

vchlist 05/10/2016	4:32:26PI	Voucher List Pa 4:32:26PM CITY OF SAN FERNANDO					
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
201308	5/16/2016	890970 WEX BANK	(Continued)				
			,		041-320-0370-4402		307.43
					041-320-0371-4402		205.95
					041-320-0390-4402		938.89
					041-320-0420-4402		46.00
					007-313-3630-4402		297.08
					027-344-0000-4402		99.27
					029-335-0000-4402		318.47
					070-381-0000-4402		12.30
					070-382-0000-4402		191.84
					070-383-0000-4402		482.10
					070-384-0000-4402		242.91
					072-360-0000-4402		332.82
					041-320-0346-4402		4.00
					041-320-0320-4402		211.76
					Total :	1	10,100.23
201309	5/16/2016	891531 WILLDAN ENGINEERING	003-21048		ON CALL ENGINEERING SERVICES		
				11349	001-310-0000-4270		2.405.00
				11349	001-310-3636-4270		3,380.00
				11349	012-311-0560-4600		923.75
				11349	012-311-0551-4600		1.173.75
				11349	016-310-3661-4600		427.50
				11349	008-311-0557-4600		780.00
					Total :		9,090.00
201310	E/40/0040	889491 WILLDAN FINANCIAL SERVICES	010-30969		DEVELOPMENT OF AN IMPACT FEE ST		
201310	5/16/2016	669491 WILLDAN FINANCIAL SERVICES	010-30969	11325			2.610.00
				11325	001-190-0000-4267		,
					Total :		2,610.00
201311	5/16/2016	103688 WIL-POWER BATTERY DIST.	172701		BACK-UP BATTERY-WELL 7A SCADA PA		
					070-384-0000-4310		16.32
					Total :		16.32
	=110100:-						
201312	5/16/2016	887369 WINDOW TINTS ETC.	2065		TINT NEW GLASS DOORS @ REC PARI		
					043-390-0000-4330		546.00
						Page:	23

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Bank code :	bank3							
Voucher	Date	Vendor	Invoice	PO #	Description/Account		А	mount
201312	5/16/2016	887369 WINDOW TINTS ETC.	(Continued)			Total :		546.00
201313	5/16/2016	103716 WORKBOOT WAREHOUSE	4-16870 4-16883		SAFETY BOOTS 043-390-0000-4310 SAFETY BOOTS			151.51
					043-390-0000-4310	Total :		150.00 <b>301.51</b>
13:	2 Vouchers fo	or bank code: bank3				Bank total :	843,	,362.52
132	2 Vouchers in	this report				Total vouchers :	843,	,362.52

Voucher Registers are not final until approved by Council.

# HANDWRITTEN CHECKS

vchlist **Voucher List** 05/09/2016 8:49:34AM CITY OF SAN FERNANDO Bank code : PO # Description/Account Voucher Date Vendor Invoice Amount 200788 4/4/2016 887627 STANDARD INSURANCE DEMAND LIFE INSURANCE BENEFITS-APRIL 201 3,514.35 3,514.35 200789 4/4/2016 102519 P.E.R.S. DEMAND HEALTH INSURANCE BENEFITS-APRIL 001-1160 129,420.48 Total: 129,420.48 200790 4/4/2016 891230 DELTA DENTAL INSURANCE COMPANY DEMAND DENTAL INSURANCE BENEFITS-APRIL 293.70 001-1160 293.70 200791 4/4/2016 890907 DELTA DENTAL OF CALIFORNIA DEMAND DENTAL INSURANCE BENEFITS-APRIL 10,787.87 001-1160 10,787.87 200792 4/4/2016 103596 CALIFORNIA VISION SERVICE PLAN DEMAND OPTICAL INSURANCE BENEFITS-APRIL 001-1160 2.088.92 2,088.92 REIMB FOR PAYROLL W/E 4-1-16 4/7/2016 103648 CITY OF SAN FERNANDO PR 4-8-16 200794 298,359.30 452.23 2,347.37 5,022.88 001-1003 007-1003 008-1003 011-1003 017-1003 018-1003 027-1003 029-1003 041-1003 070-1003 070-1003 103-1003 104-1003 137.68 60,062.92 3,149.14 2,252.86 2,252.86 8,151.83 12,537.48 32,034.92 24,843.66 2,452.29 2,634.35 Page:

Bank code :         bank3           Voucher         Date         Vend           200794         4/7/2016         1036           200795         4/7/2016         1028		Invoice			
200794 4/7/2016 1036		Invoice			
	348 103648 CITY OF SAN FERNANDO		PO #	Description/Account	Amount
200795 4/7/2016 1028		(Continued)		Total :	454,438.91
	857 RIVERSIDE CO. SHERIFF'S DEPT.	TRAVEL		REGISTRATION-POST MANDATED ARF	
				001-225-0000-4360	238.00
				Total :	238.00
200934 4/20/2016 1015	586 ICRMA	2016-0038		SETTLEMENT PAYMENT	
				006-190-0000-4800	122,701.66
				Total :	122,701.66
200935 4/21/2016 1036	648 CITY OF SAN FERNANDO	PR 4-22-16		REIMBURSEMENT FOR PAYROLL W/E 4	
				001-1003	299,751.54
				007-1003	594.64
				008-1003 011-1003	2,413.31 4,820.31
				018-1003	60.375.50
				027-1003	3,147.45
				029-1003	2,252.32
				041-1003	8,059.19
				043-1003	12,733.29
				070-1003	32,832.29
				072-1003	26.657.99
				103-1003	4,777.10
				104-1003	4,701.41
				Total :	463,116.34
201166 4/28/2016 1001	65 AMERICAN WATER WORKS, INC.	22245		PRESSURE WASHER MAINT & REPAIR-	
				001-152-0000-4300	945.55
				Total :	945.55
201167 4/28/2016 1030	045 SAN FER. MALL DOWNTOWN ASSOC.	OCT 2015-2		REIMB TO DOWNTOWN ASSOC-BUS. II	
				001-2260	10.234.95
				Total:	10,234.95
201169 4/29/2016 8921	173 FS CONTRACTORS, INC.	2024		SRTS CYCLE 7 - CONSTRUCTION OF II	
			11358	010-370-3636-4600	67,591.80
			11358	012-311-3636-4600	7.510.20
				010-2037	-3,379.59

Voucher List

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vchlist Voucher List Page: 3 CITY OF SAN FERNANDO 05/09/2016 8:49:34AM Bank code : bank3 Voucher Date Vendor PO # Description/Account Amount Invoice 4/29/2016 892173 FS CONTRACTORS, INC. 201169 (Continued) 012-2037 -375.51 Total: 71,346.90 12 Vouchers for bank code : bank3 Bank total : 1,269,127.63 12 Vouchers in this report 1,269,127.63

Voucher Registers are not final until approved by Council.

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 Voucher List
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 CITY OF SAN FERNANDO

Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
200653	4/1/2016	100091 AGORICHAS, JOHN	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	241.38 <b>241.3</b> 8
200654	4/1/2016	100286 BAKER, BEVERLY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	451.40 <b>451.4</b> 0
200655	4/1/2016	891013 BRUNWIN, HERBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.0</b> 4
200656	4/1/2016	891015 CROOK, ROBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.08 <b>691.0</b> 8
200657	4/1/2016	100916 DEIBEL, PAUL	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.0</b> 4
200658	4/1/2016	891041 GARCIA, CONNIE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.23 <b>172.2</b> 3
200659	4/1/2016	101781 KISHITA, ROBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.23 <b>172.2</b> 3
200660	4/1/2016	101926 LILES, RICHARD	16-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	500.3°
200661	4/1/2016	891027 LOCKETT, JOANN	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.0</b> 4
200662	4/1/2016	891028 MANTHEY, DONALD	16-Apr		CALPERS HEALTH REIMB		200.0

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
200662	4/1/2016	891028 MANTHEY, DONALD	(Continued)		001-180-0000-4127	Total :	691.08 <b>691.08</b>
200663	4/1/2016	102126 MARTINEZ, MIGUEL	16-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	1,288.96 <b>1,288.96</b>
200664	4/1/2016	102483 OROZCO, ELVIRA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	195.98 <b>195.98</b>
200665	4/1/2016	891031 ORTEGA, JIMMIE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.04</b>
200666	4/1/2016	891032 OTREMBA, EUGENE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.08 <b>691.08</b>
200667	4/1/2016	891354 RAMIREZ, ROSALINDA	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	418.83 <b>418.83</b>
200668	4/1/2016	102940 RUIZ, RONALD	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	441.53 <b>441.53</b>
200669	4/1/2016	103121 SERRANO, ARMANDO	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,347.98 <b>1,347.98</b>
200670	4/1/2016	891046 VANAALST, LEONILDA	16-Арг		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	172.23 <b>172.23</b>
200671	4/1/2016	891047 WATTS, HERBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		172.23

vchlist Voucher List Page: 3 CITY OF SAN FERNANDO 03/24/2016 11:51:20AM Bank code : bank3 Voucher Date Vendor PO # Description/Account Invoice Amount 200671 4/1/2016 891047 891047 WATTS, HERBERT (Continued) Total : 172.23 19 Vouchers for bank code : bank3 Bank total : 8,780.75 19 Vouchers in this report Total vouchers : 8,780.75

Voucher Registers are not final until approved by Council.

# **HANDWRITTEN CHECKS**

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 Voucher List
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 CITY OF SAN FERNANDO

Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
200580	4/1/2016	100042 ABDALLAH, ALBERT	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,347.98 <b>1,347.9</b> 8
200581	4/1/2016	891039 AGUILAR, JESUS	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	469.46 <b>469.4</b> 6
200582	4/1/2016	100104 ALBA, ANTHONY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.08 <b>691.0</b> 8
200583	4/1/2016	891011 APODACA-GRASS, ROBERTA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.08 <b>691.0</b> 8
200584	4/1/2016	100306 BARNARD, LARRY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,017.00 <b>1,017.0</b> 0
200585	4/1/2016	100346 BELDEN, KENNETH M.	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,274.00 <b>1,274.0</b> 0
200586	4/1/2016	892101 BUZZELL, RAYMOND	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.96 <b>516.9</b> 6
200587	4/1/2016	891350 CALZADA, FRANK	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.96 <b>516.9</b> 6
200588	4/1/2016	100642 CASTRO, RICO	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,208.82 <b>1,208.8</b> 2
200589	4/1/2016	891014 CREEKMORE, CASIMIRA	16-Apr		CALPERS HEALTH REIMB		,

vchlist 03/24/2016	11:01:45A	М	Voucher Lis CITY OF SAN FERI				Page: 2
Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amount
200589	4/1/2016	891014 CREEKMORE, CASIMIRA	(Continued)		001-180-0000-4127	Total :	283.04 <b>283.04</b>
200590	4/1/2016	891016 DEATON, MARK	16-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	500.31 <b>500.31</b>
200591	4/1/2016	100913 DECKER, CATHERINE	16-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	691.08 <b>691.08</b>
200592	4/1/2016	100925 DELGADO, RALPH	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.96 <b>516.96</b>
200593	4/1/2016	892102 DOSTER, DARRELL	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	952.81 <b>952.81</b>
200594	4/1/2016	100996 DRAKE, JOYCE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	571.49 <b>571.49</b>
200595	4/1/2016	100995 DRAKE, MICHAEL	16-Apr		CALPERS HEALTH REIMB 070-180-0000-4127	Total :	283.04 <b>283.04</b>
200596	4/1/2016	100997 DRAPER, CHRISTOPHER	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,288.96 <b>1,288.96</b>
200597	4/1/2016	101044 ELEY, JEFFREY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,664.00 <b>1,664.00</b>
200598	4/1/2016	891040 FISHKIN, RIVIAN	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		172.23

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Voucher	Date	Vendor	Invoice	PO#	Description/Account		Amoun
200598	4/1/2016	891040 891040 FISHKIN, RIVIAN	(Continued)			Total :	172.23
200599	4/1/2016	892103 GAJDOS, BETTY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	T-4-1	172.23 <b>172.2</b> 3
200600	4/1/2016	891351 GARCIA, DEBRA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,267.98
200601	4/1/2016	891067 GARCIA, NICOLAS	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,042.36 <b>1,042.3</b> 6
200602	4/1/2016	101318 GLASGOW, KEVIN	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,288.96 <b>1,288.9</b> 6
200603	4/1/2016	891020 GLASGOW, ROBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	317.00 <b>317.0</b> 0
200604	4/1/2016	891021 GUIZA, JENNIE	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.04</b>
200605	4/1/2016	101415 GUTIERREZ, OSCAR	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.23 <b>172.2</b> 3
200606	4/1/2016	891352 HADEN, SUSANNA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	962.66 <b>962.6</b> 6
200607	4/1/2016	101440 HALCON, ERNEST	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,274.00 <b>1,274.0</b> 0

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
200608	4/1/2016	891918 HARTWELL, BRUCE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.08 <b>691.0</b> 8
200609	4/1/2016	101465 HARVEY, DAVID	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	172.23 <b>172.2</b> 3
200610	4/1/2016	101466 HARVEY, DEVERY MICHAEL	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,407.00 <b>1,407.0</b> 0
200611	4/1/2016	891023 HATFIELD, JAMES	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	691.08 <b>691.08</b>
200612	4/1/2016	892104 HERNANDEZ, ALFONSO	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,462.66 <b>1,462.6</b> 6
200613	4/1/2016	891024 HOOKER, RAYMOND	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	541.91 <b>541.91</b>
200614	4/1/2016	101538 HOUGH, RAY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.96 <b>516.9</b> 6
200615	4/1/2016	101597 IBRAHIM, SAMIR	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	469.46 <b>469.4</b> 6
200616	4/1/2016	101694 JACOBS, ROBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,274.00 1, <b>274.0</b> 0
200617	4/1/2016	892105 KAHMANN, ERIC	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total .	716.06

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Bank code :	bank3						
/oucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
200617	4/1/2016	892105 KAHMANN, ERIC	(Continued)			Total:	716.0
200618	4/1/2016	101786 KLOTZSCHE, STEVEN	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		516.96
						Total:	516.9
200619	4/1/2016	891866 KNIGHT, DONNA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		172.2
						Total:	172.2
200620	4/1/2016	891026 LEWIS, DURWOOD	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		691.08
						Total:	691.08
200621	4/1/2016	891043 LIEBERMAN, LEONARD	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		172.23
						Total:	172.23
200622	4/1/2016	101933 LITTLEFIELD, LESLEY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		691.08
					001-100-0000-4127	Total:	691.08
200623	4/1/2016	102059 MACK, MARSHALL	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127		1.008.06
					001-100-0000-4127	Total :	1,008.06
200624	4/1/2016	891010 MAERTZ, ALVIN	16-Apr		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	1,102.52 <b>1,102.5</b> 2
200625	4/1/2016	102206 MILLER, WILMA	16-Apr		CALPERS HEALTH REIMB		,
200023	4/1/2010	102200 WILLEIN, WILIWA	то-дрі		001-180-0000-4127		283.04
						Total:	283.04
200626	4/1/2016	102232 MIURA, HOWARD	16-Apr		CALPERS HEALTH REIMB		
					001-180-0000-4127	Total :	283.04 283.04
						iotai :	283.04

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
200627	4/1/2016	892106 MONTAN, EDWARD	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	688.22 <b>688.2</b> 2
200628	4/1/2016	102365 NAVARRO, RICARDO A	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.96 <b>516.9</b> 6
200629	4/1/2016	102473 ORDELHEIDE, ROBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,608.97 <b>1,608.97</b>
200630	4/1/2016	102486 ORSINI, TODD	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,347.98 <b>1,347.9</b> 8
200631	4/1/2016	102569 PARKS, ROBERT	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,664.00 <b>1,664.0</b> 0
200632	4/1/2016	891353 PEAVY, JOSEPH	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	716.06 <b>716.0</b> 6
200633	4/1/2016	102527 PISCITELLI, ANTHONY	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	516.96 <b>516.9</b> 6
200634	4/1/2016	891033 POLLOCK, CHRISTINE	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	574.00 <b>574.0</b> 0
200635	4/1/2016	891034 RAMSEY, JAMES	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,267.98
200636	4/1/2016	102864 RIVETTI, DOMINICK	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127		1,017.00

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Bank code :	bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account		Amoun
200636	4/1/2016	102864 102864 RIVETTI, DOMINICK	(Continued)			Total:	1,017.0
200637	4/1/2016	102936 RUELAS, MARCO	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,288.96 <b>1,288.9</b> 6
200638	4/1/2016	891044 RUSSUM, LINDA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total:	172.23
200639	4/1/2016	890806 SALDIVAR, GEORGE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	962.66 <b>962.6</b> 6
200640	4/1/2016	892107 SHANAHAN, MARK	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	469.44 <b>469.4</b> 4
200641	4/1/2016	891035 SHERWOOD, NINA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.0</b> 4
200642	4/1/2016	103175 SKOBIN, ROMELIA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,072.50 <b>1,072.5</b> 0
200643	4/1/2016	103220 SOMERVILLE, MICHAEL	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	1,664.00 <b>1,664.0</b> 0
200644	4/1/2016	891045 TIGHE, HAROLD	16-Арг		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	469.46 <b>469.4</b> 6
200645	4/1/2016	103394 TORRES, RACHEL	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127	Total :	283.04 <b>283.0</b> 4

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Bank code :	bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
200646	4/1/2016	888417 VALDIVIA, LAURA	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	541.91 <b>541.91</b>
200647	4/1/2016	891038 WAITE, CURTIS	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	949.95 <b>949.95</b>
200648	4/1/2016	891036 WATT, DAVID	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	691.08
200649	4/1/2016	891037 WEBB, NANCY	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	571.49 <b>571.49</b>
200650	4/1/2016	103643 WEDDING, JEROME	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 <b>Total</b> :	691.08 <b>691.08</b>
200651	4/1/2016	103727 WYSBEEK, DOUDE	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	283.04 <b>283.04</b>
200652	4/1/2016	103737 YNIGUEZ, LEONARD	16-Apr		CALPERS HEALTH REIMB 001-180-0000-4127 Total :	949.95 <b>949.95</b>
73	Vouchers fo	or bank code : bank3			Bank total :	55,562.38
73	Vouchers in	this report			Total vouchers :	55,562.38

Voucher Registers are not final until approved by Council.

## **HANDWRITTEN CHECKS**

vchlist Voucher List 04/04/2016 2:19:08PM CITY OF SAN FERNANDO Bank code : Voucher Date Vendor Invoice PO# Description/Account Amount 4/4/2016 892107 SHANAHAN, MARK 16-Apr-2 CALPERS HEALTH REIMB 001-180-0000-4127 246.60 Total : 246.60 1 Vouchers for bank code : Bank total : 246.60 Total vouchers : 246.60

Voucher Registers are not final until approved by Council.

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#### ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 70 (SOLID WASTE AND RECYCLABLES COLLECTION SERVICES) OF THE SAN FERNANDO MUNICPAL CODE

**WHEREAS,** pursuant to sections 5473 and 5473a of the California Health and Safety Code, municipalities may elect to have delinquent charges for trash service collected on the tax roll together with the general property tax paid by real property owners who are also residential trash service customers; and

**WHEREAS,** sections 5473 and 5473a of the California Health and Safety Code and related statutes set forth the procedures that must be followed by the City in order to collect delinquent solid waste fees and charges on the tax roll; and

**WHEREAS,** this ordinance is intended to establish procedures for the collection of such delinquent fees and charges in accordance with applicable law referenced above.

# NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** The foregoing recitals are true and correct and made a part of this Ordinance.

**SECTION 2.** Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Container":

Customer means any person or entity maintaining a service account with a Collector for the performance of Solid Waste and Recyclables Collection Services authorized under this Chapter. The term Customer is inclusive of persons or entities who are not the Owners of the real property parcel or portion thereof to which the service account corresponds and which is receiving the benefit of the Solid Waste and Recyclables Collection Services provided by the Collector.

**SECTION 3.** Section 70-3 (Defined terms and phrases) of Article I (General Provisions) of Chapter 70 (Solid Waste and Recyclable Collection Services) of the San Fernando Municipal Code is hereby amended by the addition of the following defined term which shall appear in alphabetical order immediately following the defined term "Multi-family residence":

Owner shall mean the person or other legal entity listed on the last equalized assessment roll for the County of Los Angeles as the owner of a lot or parcel of real property within the territorial boundaries of the City of San Fernando.

**SECTION 4.** Section 70-32 (Billing and collection of fees) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby amended by the addition of the following sentence at the end of the paragraph that currently comprises Section 70-32:

"The foregoing notwithstanding, the City Council, in its sole and absolute discretion, reserves the right, but does not assume the obligation, to avail the City of the provisions and procedures of Health and Safety Code Sections 5473 and 5473a relating to the collection of delinquent solid waste service charges on the tax roll."

**SECTION 5**. The current text of subsection (c) of Section 70-33 (Rates, billing and collection of fees for standard residential collection service) of Article III (Rates) of Chapter 70 (Solid Waste and Recyclables Collection Services) is hereby repealed and replaced with a new subsection (c) which shall state the following:

- (c) Collection of Delinquent Charges.
- 1. Pursuant to, and to the extent authorized by, Health and Safety Code Sections 5473 and 5473a, the City may collect delinquent fees or charges for solid waste and recyclables collection services incurred by a Customer on the tax roll for collection by the Los Angeles County Assessor's Office.
- 2. The Owner of any real property parcel or portion thereof located within the City of San Fernando and a Customer whose service account provides for the performance of solid waste and recyclables collection services at the subject real property parcel are jointly and severally liable for the payment of all fees and charges imposed by the Collector for the performance of such services. Owners and Customers shall also be liable for compliance with all provisions of this Chapter as relates to the subject real property parcel or portion thereof receiving solid waste and recyclables collection services.
- 3. A solid waste and recyclables collection services bill lawfully issued by a Collector to a Customer shall be considered past due if not paid by a Customer within thirty (30) calendar days from the date payment is due or such longer grace period as may be authorized by written agreement between the Customer and the Collector. If such a bill becomes past due, the Collector shall be required to issue notice to the Customer that the bill is delinquent. If the bill is not paid in full within thirty (30) calendar days from the date the service bill is deemed past due, the Collector shall issue a second notice of delinquency to the Customer and shall also send a copy of the second notice of delinquency to the Owner, if different from the Customer. Each delinquency notice shall include the following information at a minimum:
  - (i) A statement advising the customer that the service bill is past due;
  - (ii) Information as to the service period to which the past due sums relate; and
  - (iii) Information as to where the Customer may remit any and all past due sums;
  - (iv) Information as to the proper procedures for disputing any sums set forth

- in a service bill; and
- (v) Notice in bold print and capital letters that the matter will be submitted to the City for collection pursuant to the tax lien procedures established under this section, if the bill is not paid within thirty (30) calendar days from the date a second notice of delinquency is dated.

No later than the close of business on May 1<sup>st</sup> of each calendar year, a Collector may submit to the City a schedule of all unpaid delinquent billings from May 1st of the preceding year to May 1<sup>st</sup> of the present year accompanied by the corresponding parcel number for the real property parcel or portion thereof in question, as established or otherwise utilized by the Los Angeles County Assessor. The schedule shall also state the amount due for each delinquent Customer account for inclusion of said amount upon the property tax roll for collection by the Los Angeles County Assessor's Office. No delinquent billing shall be eligible for submission to the City on or before the 30<sup>th</sup> calendar day following the issuance of the Collector's second past due billing notice. No delinquent billing shall remain eligible for submission to the City after one year from the date the delinquent billing first becomes eligible for submission to the City.

- 4. In addition to any other requirements set forth under Health and Safety Code Sections 5473 and 5473a, the City shall adhere to the following procedures before submitting delinquent fees and charges to the Los Angeles County Assessor's Office for placement on the tax roll:
  - (i) The City will fix a time, date and place for a public hearing regarding the report of delinquencies submitted by the Collector and any objections and protests to the report. Notice of the hearing shall be mailed to the Owner of every real property parcel listed on the report not less than ten (10) days prior to the date of the hearing. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees or charges. The City may make revisions or corrections to the report as it deems appropriate, after which, by resolution, the report shall be confirmed.
  - (ii) The delinquent fees and charges set forth in the report as confirmed shall constitute special assessments against the real property parcels listed in the report and are a lien on said real property for the amount of the delinquent fees and charges. A certified copy of the confirmed report shall be filed with the Los Angeles County Assessor's Office for the amounts of the respective assessments against the respective real property parcel as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Los Angeles County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be

- subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
- (iii) City shall remit to the Collector amounts collected pursuant to this process within thirty (30) days of receipt from the Los Angeles County Assessor, less any outstanding sums owed by the Collector to the City. In order to reimburse the City for any and all administrative costs associated with placing delinquent fees and charges on the tax roll and except as otherwise provided in any Collection Agreement between the City and a Collector, the City may deduct from the sums remitted by the Los Angeles County Assessor for a given tax year an amount equal to the lesser of the following: (a) the City's actual costs incurred to undertake the placement delinquent fees and charges on the tax roll, including but not limited to any and all fees or charges imposed by the Los Angeles County Assessor associated with the placement of the delinquent fees or charges on the tax roll as well as costs associated with all publication and noticing efforts; or (b) five percent (5%) of the total delinquent sums placed on the tax roll on behalf of an individual Collector.

**SECTION 6**. Adoption and implementation of this ordinance is exempt from the California Environmental Quality Act ("CEQA") as the ordinance amendments contemplated herein will have no impact on the environment.

SECTION 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 8**. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

**SECTION 9**. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTI	ED by the	City	Council	of the	City	of	Sar
Fernando at a regular meeting held on the da	ay of		_ 2016.				
	Robert C	. Gonz	zales, Ma	yor			

ATTEST:							
Elena G. Chávez, City Clerk							
APPROVED AS TO FORM:							
Rick R. Olivarez, City Attorney							
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) )	SS.					
I, ELENA G. CHÁVEZ, City Cl foregoing Ordinance No. 1655 of and adopted by said City Council a 2016 by the following vote, to-wit:	the Ci	ty Counci	l of the	City of S	an Ferna	ndo was ap	proved
AYES:							
NOES:							
ABSTAIN:							
ABSENT:							
Elena G. Chávez, City Clerk							

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## AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Fred Ramirez, Community Development Director

**Date:** May 16, 2016

**Subject:** Consideration to Adopt Ordinance No. 1654, An Ordinance of the City Council

Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical Cannabis Dispensaries, Medical Cannabis Cultivation, City-Based Medical Cannabis Delivery Operations, and All Commercial Cannabis Activities in All Areas of the City, Excluding Medical Cannabis Delivery Activities Originating from Legal Dispensaries Outside of the City of San Fernando (Second Reading of

Ordinance)

#### **RECOMMENDATION:**

It is recommended that the City Council approved the second reading of Ordinance No. 1654 (Attachment "A"), "An Ordinance of the City Council of the City of San Fernando, California, Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical Cannabis Dispensaries, Medical Cannabis Cultivation, City-Based Medical Cannabis Delivery Operations, and All Commercial Cannabis Activities in All Areas of the City, Excluding Medical Cannabis Delivery Activities Originating from Legal Dispensaries Outside of the City of San Fernando", subject to the revisions noted in the tracked change version of Ordinance No. 1654 as noted in Attachment "B".

## **BACKGROUND:**

On May 2, 2016, the City Council conducted a Public Hearing and first reading of Ordinance No. 1654. Subsequent to public comments and City Council discussion, the City Council voted to approve the first reading of Ordinance No. 1654 in title only and waived further reading of the said Ordinance subject to the following amendments:

Section 106-1495 (Limited Deliveries Permitted), Subsection (h) (7) (Permittee Obligations) has been amended to read as follows:

"No authorized delivery vehicle shall have (or have affixed to it) any form of advertising that displays or depicts the permittee's name, telephone number, fax number, e-mail address, internet homepage address or any other images,

Consideration to Adopt Ordinance No. 1654, An Ordinance of the City Council Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical Cannabis Dispensaries, Medical Cannabis Cultivation, Medical Cannabis Deliveries, and All Commercial Cannabis Activities in All Areas of the City (Second Reading of Ordinance)

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text or markings that promote the permittee's cannabis-related activities or that identify the vehicle as containing cannabis products. The foregoing shall not be interpreted to relieve the permittee and its personnel of the obligation to have in their possession a copy of the Police Department Safety Permit while effectuating any deliveries.

Deliveries shall be made directly to the residence or business address of the qualified patient or the qualified patient's primary caregiver, upon proof of a valid, State of California-issued identification card, issued pursuant to Business and Professions Code Section 19300.5(w). All other deliveries are prohibited;"

As noted, the proposed City Code language revisions are intended to address City Council comments provide at the May 2, 2016 Public Hearing related to ensuring that no advertising, as noted in the proposed Ordinance, could would be affixed onto a vehicle being used for authorized deliveries pursuant to Ordinance No. 1654.

## **ANALYSIS:**

Based on input from the City Council Ad-Hoc Committee, public comment at the Public Hearing on May 2, 2016, and City Council review and approval, the proposed Ordinance No. 1654 has been amended to allow limited commercial cannabis deliveries to qualified patients or primary care givers with valid state-issued medical marijuana identification cards (Professions Code Section 19300.5(2)) from legally operating and licensed dispensaries that are located outside the City of San Fernando. The commercial deliveries would be subject to a City permit issued via the City's Police Department and subject to review and approval of the Police Chief (Section 106-1495 et. seq.). It is the intent of the updated Ordinance to address public and City Council concerns and comments related to allowing patients residing in the City to have access to medical cannabis. Furthermore, no advertising as noted in the proposed Ordinance could would be affixed onto a vehicle being used for authorized deliveries pursuant to Ordinance No. 1654.

## Environmental Review.

This project has been reviewed for compliance with CEQA. In accordance with the provisions of the CEQA Guidelines, the City of San Fernando as the "Lead Agency" has determined that adoption and implementation of the proposed Zone Text Amendment Code Amendment 2016-001 and associated City Code Amendment to expressly prohibit medical marijuana (cannabis) dispensaries, cultivation, City-based deliveries (excluding state-licensed medical cannabis delivery activities originating from legal dispensaries outside of the City), and all commercial cannabis activities Citywide does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act ("CEQA"), pursuant

Consideration to Adopt Ordinance No. 1654, An Ordinance of the City Council Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical Cannabis Dispensaries, Medical Cannabis Cultivation, Medical Cannabis Deliveries, and All Commercial Cannabis Activities in All Areas of the City (Second Reading of Ordinance)

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to CEQA Guidelines Section 15061(b)(3), because it amends the San Fernando Municipal Code to make clear that on cannabis dispensaries, cannabis cultivation, City-based cannabis deliveries (excluding state-licensed medical cannabis delivery activities originating from legal dispensaries outside of the City), and commercial cannabis activities are not permitted in the City. Therefore, based on the evaluation of adverse impacts, it can be seen with certainty that there is no possibility that the establishment of bans on cannabis-related activities will have a significant effect on the environment. If the City Council concurs with City Planning staff and the Planning and Preservation Commission's assessment and the City Council adopts the draft Ordinance as presented, then no further environmental assessment is necessary.

## **BUDGET IMPACT:**

City Council adoption of Ordinance No. 1654 as amended will not have an adverse impact on the City's budget. The proposed Ordinance would maintain the status quo by expressly prohibiting any medical marijuana businesses (excluding state-licensed medical cannabis delivery activities originating from legal dispensaries outside of the City) to be established in City. Therefore, this new Ordinance would not have any effect on any existing businesses in the City.

## **CONCLUSION:**

It is City staff's assessment that the City Code and associated Zone Text Amendments pursuant to the City Council's adoption of the attached Ordinance No. 1654 as amended at the May 2, 2016 Public Hearing on the proposed Ordinance is warranted in order to expressly prohibit any medical marijuana businesses from being established in City. Ordinance adoption and subsequent implementation will help preserve community character and expressly prohibiting medical marijuana (cannabis) dispensaries, cultivation, City-based deliveries (excluding state-licensed medical cannabis delivery activities originating from legal dispensaries outside of the City), and all commercial cannabis activities Citywide authorizes no change to the environment and thus will add nothing potentially detrimental to the public interest, health, safety, convenience or welfare.

## **ATTACHMENTS:**

- A. Ordinance No. 1654 (Clean Version)
- B. Ordinance No. 1654 (Tracked Changes Since First Reading of Ordinance at May 2, 2016 Public Hearing)

Consideration to Adopt Ordinance No. 1654, An Ordinance of the City Council Amending Chapter 22 (Businesses) and Chapter 106 (Zoning) to Expressly Prohibit Medical Cannabis Dispensaries, Medical Cannabis Cultivation, Medical Cannabis Deliveries, and All Commercial Cannabis Activities in All Areas of the City (Second Reading of Ordinance)

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## **ATTACHMENT "A"**

#### ORDINANCE NO. 1654

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT MEDICAL CANNABIS DISPENSARIES, MEDICAL CANNABIS CULTIVATION, CITY-BASED MEDICAL CANNABIS DELIVERY OPERATIONS, AND ALL COMMERCIAL CANNABIS ACTIVITIES IN ALL AREAS OF THE CITY, EXCLUDING MEDICAL CANNABIS DELIVERY ACTIVITIES ORIGINATING FROM LEGAL DISPENSARIES OUTSIDE OF THE CITY OF SAN FERNANDO

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

**WHEREAS,** the CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes."; and

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Safety Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

WHEREAS, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances; and

**WHEREAS,** California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

**WHEREAS,** in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries; and

**WHEREAS,** in 2013, the California Third District Appellate Court held that state law does "not preempt a city's police power to prohibit the cultivation of all marijuana within the city."; and

WHEREAS, the Federal Controlled Substances Act (21 U.S. C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana; and

WHEREAS, despite the above-referenced federal laws, on August 29, 2013, the United States Department of Justice issued a letter stating that one can reasonably expect the federal government to stand down and defer to state and local marijuana regulations that are strict and robust; and

**WHEREAS,** in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"); and

**WHEREAS,** the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

## WHEREAS, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Safety Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Business & Professions Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government's right to make and enforce within its limits all police regulations not in conflict with its general laws (Business & Professions Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as defined in Business and Professions Code Section 19300.5(m)) from operating within the local government's boundaries to enact an ordinance affirmatively banning such delivery activity (Business & Professions Code, § 19340(a)); and

**WHEREAS,** pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the "City") has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of the City's residents through its police power; and

- **WHEREAS,** the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that certain marijuana related commercial activities can create adverse impacts absent reasonable regulations to address these impacts; and
- **WHEREAS,** the City Council finds that the limited immunity from specified state marijuana laws provided by the CUA, MMP, and MMRSA do not confer a land use right or the right to create or maintain a public nuisance; and
- **WHEREAS,** the City Council finds that, although cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities are prohibited in the City, pursuant to the tenets of permissive zoning, it is prudent to explicitly proscribe such activities in order to preclude ambiguity in the City's prohibition of such actions; and
- **WHEREAS,** with regard to cannabis deliveries, Business and Professions Code Section 19340(a) of the MMRSA prohibits cannabis deliveries in cities that explicitly prohibit such deliveries by local ordinance; and
- WHEREAS, the City Council wishes to allow certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and
- **WHEREAS**, adoption of this Ordinance would bar cannabis delivery operations headquartered in, or otherwise originating from, the City of San Fernando; and
- **WHEREAS,** the Planning and Preservation Commission conducted a duly noticed public hearing on March 1, 2016 concerning the prospective recommendation set forth herein at which evidence, both written and oral, was presented; and
- **WHEREAS,** the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

- **SECTION 1.** The facts set forth in the recitals above are true and correct.
- **SECTION 2.** Section 22-64 (Unlawful business not authorized) of Division 1 (Generally) of Article II (Licensing) of Chapter 22 (Businesses) of the San Fernando Municipal Code is amended in its entirety to read as follows:

## Sec. 22-64 Unlawful business not authorized.

(a) No license issued under this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business or the provision or sale of any service or product that is illegal under the laws of the United States or the State of California, or any ordinance of the city. Notwithstanding any provision of this Code to the contrary, no business license shall be issued for any use of land, operation, or business in all planning areas, districts, or zones within the city that is in violation of local, state and/or federal law.

(b) Except as otherwise authorized under Section 106-1495 of the San Fernando Municipal Code, no license shall be issued under this article relating to the establishment and/or operation of any business or the provision or sale of any service or product relating to cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities, as such terms are defined in Section 106-1493.

**SECTION 3.** Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code is amended by the addition of Division 18 (Medical Marijuana/Cannabis Prohibitions), which shall read as follows:

## Division 18 – Medical Marijuana/Cannabis Prohibitions

#### Sec. 106-1493 Definitions.

"Cannabis" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(f), as the same may be amended from time to time.

"Caregiver" or "primary caregiver" shall have the same meaning as set forth in California Business and Professions Code Section 11362.7, as may be amended from time to time.

"Commercial cannabis activity" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(k), as the same may be amended from time to time, and shall include, but not be limited to the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product.

"Cooperative" or "collective" shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering, or making available cannabis, with or without compensation.

"Cultivation" or "Cultivate" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(l), as the same may be amended from time to time.

"Delivery" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(m), as the same may be amended from time to time.

"Dispensary" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(n), as may be amended from time to time. For purposes of this Division 18, and Section 22-64, "dispensary" shall also include a cooperative/collective.

"Distribution" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(p), as may be amended from time to time.

"Manufacturing" shall mean and refer to the activities of "manufacturers" at "manufacturing sites," as such terms are defined in California Business and Professions Code Section 19300.5(y) and 19300.5(af), respectively.

"Medical cannabis," "medical cannabis product," and "cannabis product" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(ag), as may be amended from time to time.

"Medical Marijuana Regulation and Safety Act" or "MMRSA" shall mean and refer to California Assembly Bill 243, California Assembly Bill 266, and California Senate Bill 643, as may be amended from time to time.

"Qualifying patient" or "qualified patient" shall have the same meaning as set forth in California Business and Professions Code Section 11362.7, as may be amended from time to time.

## Sec. 106-1494 Prohibitions.

- (a) Cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities are expressly prohibited in all zones throughout the City.
- (b) The prohibitions set forth in this Section 106-1494 shall apply to all activities for which a State of California license is required pursuant to the MMRSA, which shall preclude the City's provision or issuance of any permit, license, entitlement, and/or approval for any activity is required under the MMRSA.
- (c) To any extent not prohibited under Subsection (a) of this Section 106-1494, cultivation by a qualified patient and/or a primary caregiver, is expressly prohibited in all zones in the City. No person, including a qualified patient and/or a primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

## Sec. 106-1495 Limited Deliveries Permitted.

- (a) Notwithstanding the prohibitions set forth in Section 106-1494, cannabis deliveries may be permitted to a qualified patient or primary caregiver in possession of a valid, State of California-issued identification card, issued pursuant to Business and Professions Code Section 19300.5(w), from a legally operating, licensed dispensary, located outside of the City of San Fernando in possession of a current and valid City-issued permit ("Police Department Safety Permit") issued in accordance with this Section 106-1495, as specified.
- (b) <u>Application</u>. The form and content of the application for a Police Department Safety Permit shall be approved by the Chief of Police. The application shall be signed under penalty of perjury, and the following standards constitute the minimum application standards to qualify for a permit to deliver cannabis pursuant to this Section 106-1495:
  - (1) Name, address, and contact information of the applicant; if the applicant is a corporation, the names and addresses of its directors;

- (2) Name, address, and contact information of the applicant's business;
- (3) Current and valid proof of their permit(s) to operate a dispensary from the outside licensing city and/or county in which such dispensary is located;
- (4) Upon commencement of the State of California's issuance of licenses under the MMRSA, current and valid proof of a license issued by a state licensing authority, as defined in Business and Professions Code Section 19300.5(w);
- (5) Acord insurance forms indicating applicant's ability to comply with the insurance requirements set forth in this Section 106-1495;
- (6) Listing of all vehicles, devices, and platforms used by the applicant for delivery of cannabis, pursuant to this Section 106-1495, including the vehicle' smoke, model, year, license plate number and vehicle identification number;
- (7) Proof of current and valid California Department of Vehicle registration for all vehicles applicant shall use for delivery of cannabis, pursuant to this Section 106-1495;
- (8) Copies of a valid, government-issued identification for all persons that the applicant will use to delivery cannabis pursuant to this Section 106-1495. All such persons must be at least 21 years of age at the time of submittal of the application for cannabis delivery.
- (c) <u>Review of the Application</u>. The Chief of Police shall consider the application, as well as the criminal records, if any, and personal references, if demanded by the Chief of Police, of individuals identified in the application, and any other results from investigation into the application, as deemed necessary by the Chief of Police.
- (d) <u>Disapproval of the Application</u>. If the Chief of Police disapproves of an application sought under this Section 106-1495, he or she shall notify the applicant in writing, stating the reasons for the disapproval. Notification of the disapproval shall be delivered by first class mail to the applicant.

## (e) Appeal of Disapproval.

- (1) Within fifteen (15) calendar days of transmittal of the Chief of Police's notice of disapproval of an application, the applicant denied approval may appeal the disapproval by notifying the City Clerk in writing of the appeal, the reasons for the appeal, and payment of any accompanying fees.
- (2) The City Clerk shall set a hearing on the appeal and shall fix a date and time certain, within thirty (30) calendar days after the receipt of the applicant's appeal, unless the City and the applicant agree to a longer period of time to consider the appeal. The City Clerk shall provide notice of the date, time, and place of the hearing, at least seven (7) calendar days prior to the date of the hearing.

- (3) The City Manager shall appoint a hearing officer to hear the appeal and determine the order of procedure, and rule on objections to the admissibility of evidence. The applicant and the Chief of Police shall each have the right to submit documents, call and examine witnesses, cross-examine witnesses, and argue their respective positions.
- (4) The proceeding shall be informal, and the strict rules of evidence shall not apply, and all evidence shall be admissible which is of the kind that reasonably prudent persons rely upon in making decisions.
- (5) The hearing officer shall issue a written decision within fifteen (15) days after the close of the hearing. The decision of the hearing officer shall be final.
- (f) Grounds for Denial, Revocation, or Suspension of Permit. The granting of a Police Department Safety Permit or a renewal thereof may be denied and an existing permit revoked or suspended if the applicant, permittee, or any individual employed or acting as an agent for an applicant or permittee to deliver cannabis in the City does any of the following:
  - (1) Knowingly makes a false statement in the application or in any other reports or other documentation furnished to the City;
  - (2) Engages vehicles for delivery that are not maintained or operated in a manner and in a condition required by law and applicable regulations;
  - (3) Has been convicted of any offense relating to the use, sale, possession, or transportation of a controlled substance;
  - (4) Has been convicted of any felony, convicted of any offense involving moral turpitude, convicted of driving under the influence of alcohol or drugs, or does not possess a driver's license;
  - (5) Has been involved in three (3) or more motor vehicle collisions within the year preceding the application;
  - (6) Utilizes vehicles or delivery personnel for deliveries, which are not identified to the City in its application;
  - (7) Fails to pay required City fees and taxes; or
  - (8) Violates any provision of this Section 106-1495.

## (g) Suspension and Revocation.

(1) If the Chief of Police determines that the activities of a holder of a Police Department Safety Permit issued under this Section 106-1495 constitute a significant threat to the public health, safety, and/or welfare, the Chief of Police may suspend such permit and the rights and privileges thereunder until a hearing officer renders a written decision on the revocation of such permit.

- (2) The Chief of Police shall give notice to a permittee of his or her intent to revoke a Police Department Safety Permit in the same manner as a notice of disapproval and provide the City Clerk with a copy of such notice.
- (3) The hearing for the revocation of a Police Department Safety Permit shall be set and conducted in the same manner as an appeal of disapproval. The decision of the hearing officer shall be final.
- (h) <u>Permittee Obligations</u>. Individuals issued permits under this Section 106-1495 shall have all of the following duties and obligations:
  - (1) Comply with all applicable federal, state, and local laws;
  - (2) Obtain and maintain a business license from the City;
  - (3) Maintain, at all times, all licenses and permits required by state and local laws and provide immediate notification to the Chief of Police if any such state and/or local license and/or permit is revoked or suspended;
  - (4) All deliveries must be packaged in compliance with Business and Professions Code Section 19347 and any other regulations promulgated by the California Department of Health;
  - (5) Any person who delivers cannabis pursuant to a permit issued under this Section 106-1495 shall keep a copy of such permit in his or her possession while effectuating any and all deliveries pursuant to such permit and shall make such permit copy available to law enforcement, upon request;
  - (6) No authorized delivery vehicle shall have (or have affixed to it) any form of advertising that displays or depicts the permittee's name, telephone number, fax number, e-mail address, internet homepage address or any other images, text or markings that promote the permittee's cannabis-related activities or that identify the vehicle as containing cannabis products. The foregoing shall not be interpreted to relieve the permittee and its personnel of the obligation to have in their possession a copy of the Police Department Safety Permit while effectuating any deliveries.

Deliveries shall be made directly to the residence or business address of the qualified patient or the qualified patient's primary caregiver, upon proof of a valid, State of California-issued identification card, issued pursuant to Business and Professions Code Section 19300.5(w). All other deliveries are prohibited;

- (7) Deliveries shall occur only between the hours of 6:00 a.m. and 6:00 p.m.;
- (8) No permittee shall transport or cause to be transported cannabis in excess of the limits established by the State Bureau of Medical Marijuana. Until such limits are established, the limit shall be two (2) pounds of dried marijuana or its cannabis product equivalent;

- (9) All orders to be delivered shall be packaged by the name of the qualified patient or qualified patient if the delivery is made directly to him or her or by the name of both the qualified patient and primary caregiver if the delivery is made to the primary caregiver. All orders shall include a copy of the request for delivery with each package;
- (10) Maintain at all times Comprehensive Automobile Liability (owned, non-owned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than One Million Dollars (\$1,000,000). Failure to maintain such insurance shall be a ground for denial of an application, suspension of a permit, and or revocation of a permit; and
- (11) By accepting a permit issued under this Section 106-1495, each permittee agrees to indemnify, defend and hold harmless to the fullest extent permitted by law, the City, its officers, agents and employees from and against any all actual and alleged damages, claims, liabilities, costs (including attorney's fees), suits or other expenses resulting from and arising out of or in connection with permittee's operations, except such liability causes by the active negligence, sole negligence of willful misconduct of City, its officers, agents and employees.
- (i) Fees. Applicants and permittees shall pay all applicable fees as set forth by resolution of the City Council. Applicants and permittees shall also pay the amount as prescribed by the Department of Justice of the State of California for the processing of fingerprinting. None of the above fees shall be prorated or refunded in the event of a denial, suspension, or revocation of the application or permit.
- (j) Term. All permits issued pursuant to this Section 106-1495 shall only be valid from the date of issuance through December 31 of the calendar year in which they are issued. The renewal process for the permit shall be processed in the same manner as the initial application.
- (k) Chief of Police or Designee. Any action required by the Chief of Police under this Section 106-1495 may be fulfilled by the Chief of Police's specified designee.

## Sec. 106-1496 Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Division 18 shall be, and is hereby declared to be, a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure Section 731, Article V (Nuisances) of Chapter 1 (General Provisions and Penalties) of the San Fernando City Code, and/or any other remedy available at law.

## Sec. 106-1497 Civil Penalties.

In addition to any other enforcement remedies available under the San Fernando City Code, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person

who violates any provision of this Division 18. In any civil action that is brought pursuant to this Division 18, a court of competent jurisdiction may award civil penalties and costs to the prevailing party.

**SECTION 4.** CEQA. As determined by the Planning and Preservation Commission on March 1, 2016 through Resolution No. 2016-004, the proposed Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15061(b)(3), because it amends the San Fernando City Code to make clear that on cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities are not permitted in the City. Therefore, based on the evaluation of adverse impacts, it can be seen with certainty that there is no possibility that the establishment of bans on cannabis-related activities will have a significant effect on the environment.

**SECTION 5.** <u>Inconsistent Provisions</u>. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**SECTION 6.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 7.** <u>Publication</u>. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED, AND its regular meeting on this	by the City Council of the City of San Fernando at, 2016.
ATTEST:	Robert C. Gonzales, Mayor
Elena Chavez, City Clerk	

APPROVED AS TO FORM:	
Rick R. Olivarez, City Attorney	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) SS )
foregoing Ordinance Noheld onday of	e City of San Fernando, do hereby certify that the above and was introduced at the regular meeting of the City Council 2016, and thereafter at the regular meeting of said day of 2016, was passed and vit:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
Elena Chavez, City Clerk	

ATTACHMENT "AB"

## **ORDINANCE NO. 1654**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 22 (BUSINESSES) AND CHAPTER 106 (ZONING) TO EXPRESSLY PROHIBIT MEDICAL CANNABIS DISPENSARIES, MEDICAL CANNABIS CULTIVATION, CITY-BASED MEDICAL CANNABIS DELIVERY OPERATIONS, AND ALL COMMERCIAL CANNABIS ACTIVITIES IN ALL AREAS OF THE CITY, EXCLUDING MEDICAL CANNABIS DELIVERY ACTIVITIES ORIGINATNG FROM LEGAL DISPENSARIES OUTSIDE OF THE CITY OF SAN FERNANDO

WHEREAS, in 1996, the California Legislature approved Proposition 215, also known as the Compassionate Use Act (the "CUA"), which was codified under Health and Safety Code Section 11262.5 et sec. and was intended to enable persons who are in need of medical marijuana for specified medical purposes, such as cancer, anorexia, AIDS, chronic pain, glaucoma and arthritis, to obtain and use marijuana under limited circumstances and where recommended by a physician; and

WHEREAS, the CUA provides that "nothing in this section shall be construed or supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes."; and

WHEREAS, in 2004, the California Legislature enacted the Medical Marijuana Program Act (Health & Saf. Code, § 11362.7 et seq.)(the "MMP"), which clarified the scope of the CUA, created a state-approved voluntary medical marijuana identification card program, and authorized cities to adopt and enforce rules and regulations consistent with the MMP; and

WHEREAS, Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the MMP to expressly recognize the authority of counties and cities to "[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective" and to civilly and criminally enforce such ordinances; and

WHEREAS, California courts have found that neither the CUA nor the MMP provide medical marijuana patients with an unfettered right to obtain, cultivate, or dispense marijuana for medical purposes; and

WHEREAS, in 2013, the California Supreme Court in the case of *City of Riverside v. Inland Empire Patients Health and Wellness Center* (2013) 56 Cal.4th 729, found the CUA and MMP do not preempt a city's local regulatory authority and confirmed a city's ability to prohibit medical marijuana dispensaries within its boundaries; and

WHEREAS, in 2013, the California Third District Appellate Court held that state law does "not preempt a city's police power to prohibit the cultivation of all marijuana within the city."; and

WHEREAS, the Federal Controlled Substances Act (21 U.S. C., § 801 et seq.) makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute, or dispense marijuana; and

WHEREAS, despite the above-referenced federal laws, on August 29, 2013, the United States Department of Justice issued a letter stating that one can reasonably expect the federal government to stand down and defer to state and local marijuana regulations that are strict and robust; and

WHEREAS, in September 2015, the California State Legislature enacted, and Governor Brown signed into law three bills – Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 – which together comprise the Medical Marijuana Regulation and Safety Act (the "MMRSA"); and

WHEREAS, the MMRSA creates a comprehensive dual state licensing system for the cultivation, manufacture, retail, sale, transport, distribution, delivery, and testing of medical cannabis; and

WHEREAS, the MMRSA contains new statutory provisions that:

- Allow local government to enact ordinances expressing of their intent to prohibit the cultivation of marijuana and not administer a conditional use permit program pursuant to Health and Safety Code Section 11362.777 for the cultivation of marijuana (Health & Saf. Code, § 11362.777(c)(4));
- Expressly provide that the Act does not supersede or limit local authority for local law enforcement activity, enforcement of local ordinances, or enforcement of local permit or licensing requirements regarding marijuana (Bus. & Prof. Code, § 19315(a));
- Expressly provide that the Act does not limit the authority or remedies of a local government under any provision of law regarding marijuana, including, but not limited to, a local government's right to make and enforce within its limits all police regulations not in conflict with its general laws (Bus. & Prof. Code, § 19316(c));
- Require a local government that wishes to prevent marijuana delivery activity (as
  defined in Business and Professions Code Section 19300.5(m)) from operating within
  the local government's boundaries to enact an ordinance affirmatively banning such
  delivery activity (Bus. & Prof. Code, § 19340(a)); and

WHEREAS, pursuant to California Constitution Article XI, Section 7, the City of San Fernando (the "City") has the authority to enact local planning and land use regulations to protect the public health, safety, and welfare of the City's residents through its police power; and

WHEREAS, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that certain marijuana related commercial activities can create adverse impacts absent reasonable regulations to address these

## impacts; and

WHEREAS, the City Council finds that the limited immunity from specified state marijuana laws provided by the CUA, MMP, and MMRSA do not confer a land use right or the right to create or maintain a public nuisance; and

WHEREAS, the City Council finds that, although cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities are prohibited in the City, pursuant to the tenets of permissive zoning, it is prudent to explicitly proscribe such activities in order to preclude ambiguity in the City's prohibition of such actions; and

WHEREAS, with regard to cannabis deliveries, Business and Professions Code Section 19340(a) of the MMRSA prohibits cannabis deliveries in cities that explicitly prohibit such deliveries by local ordinance; and

WHEREAS, the City Council wishes to allow certain commercial cannabis deliveries to locations within the City of San Fernando provided such deliveries originate from legal marijuana dispensaries located outside the territorial boundaries of the City of San Fernando; and

WHEREAS adoption of this Ordinance would bar cannabis delivery operations headquartered in, or otherwise originating from, the City of San Fernando; and

WHEREAS, the Planning and Preservation Commission conducted a duly noticed public hearing on March 1, 2016 concerning the prospective recommendation set forth herein at which evidence, both written and oral, was presented; and

WHEREAS, the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

**SECTION 1.** The facts set forth in the recitals above are true and correct.

**SECTION 2.** Section 22-64 (Unlawful business not authorized) of Division 1 (Generally) of Article II (Licensing) of Chapter 22 (Businesses) of the San Fernando Municipal Code is amended in its entirety to read as follows:

#### Sec. 22-64 Unlawful business not authorized.

(a) No license issued under this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business or the provision or sale of any service or product that is illegal under the laws of the United States or the State of California, or any ordinance of the city. Notwithstanding any provision of this Code to the contrary, no business license shall be issued for any use of land, operation, or business in all planning areas, districts, or zones within the city that is in violation of local, state and/or federal law. (b) Except as otherwise authorized under Section 106-1495 of the San Fernando Municipal Code, no license shall be issued under this article relating to the establishment and/or operation of any business or the provision or sale of any service or product relating to cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities, as such terms are defined in Section 106-1493.

**SECTION 3.** Article VI (General Regulations) of Chapter 106 (Zoning) of the San Fernando City Code is amended by the addition of Division 18 (Medical Marijuana/Cannabis Prohibitions), which shall read as follows:

#### Division 18 - Medical Marijuana/Cannabis Prohibitions

#### Sec. 106-1493 Definitions.

"Cannabis" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(f), as the same may be amended from time to time.

"Caregiver" or "primary caregiver" shall have the same meaning as set forth in California Business and Professions Code Section 11362.7, as may be amended from time to time.

"Commercial cannabis activity" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(k), as the same may be amended from time to time, and shall include, but not be limited to the cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, or sale of medical cannabis or a medical cannabis product.

"Cooperative" or "collective" shall mean two or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering, or making available cannabis, with or without compensation.

"Cultivation" or "Cultivate" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(l), as the same may be amended from time to time.

"Delivery" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(m), as the same may be amended from time to time.

"Dispensary" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(n), as may be amended from time to time. For purposes of this Division 18, and Section 22-64, "dispensary" shall also include a cooperative/collective.

"Distribution" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(p), as may be amended from time to time.

"Manufacturing" shall mean and refer to the activities of "manufacturers" at "manufacturing sites," as such terms are defined in California Business and Professions Code Section 19300.5(y) and 19300.5(af), respectively.

"Medical cannabis," "medical cannabis product," and "cannabis product" shall have the same meaning as set forth in California Business and Professions Code Section 19300.5(ag), as may be amended from time to time.

"Medical Marijuana Regulation and Safety Act" or "MMRSA" shall mean and refer to California Assembly Bill 243, California Assembly Bill 266, and California Senate Bill 643, as may be amended from time to time.

"Qualifying patient" or "qualified patient" shall have the same meaning as set forth in California Business and Professions Code Section 11362.7, as may be amended from time to time.

#### Sec. 106-1494 Prohibitions.

- (a) Cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities are expressly prohibited in all zones throughout the City.
- (b) The prohibitions set forth in this Section 106-1494 shall apply to all activities for which a State of California license is required pursuant to the MMRSA, which shall preclude the City's provision or issuance of any permit, license, entitlement, and/or approval for any activity is required under the MMRSA.
- (c) To any extent not prohibited under Subsection (a) of this Section 106-1494, cultivation by a qualified patient and/or a primary caregiver, is expressly prohibited in all zones in the City. No person, including a qualified patient and/or a primary caregiver, shall cultivate any amount of cannabis in the City, even for medical purposes.

#### Sec. 106-1495 Limited Deliveries Permitted.

- (a) Notwithstanding the prohibitions set forth in Section 106-1494, cannabis deliveries may be permitted to a qualified patient or primary caregiver in possession of a valid, State of California-issued identification card, issued pursuant to Business and Professions Code Section 19300.5(w), from a legally operating, licensed dispensary, located outside of the City of San Fernando in possession of a current and valid City-issued permit ("Police Department Safety Permit") issued in accordance with this Section 106-1495, as specified.
- (b) <u>Application</u>. The form and content of the application for a Police Department Safety Permit shall be approved by the Chief of Police. The application shall be signed under penalty of perjury, and the following standards constitute the minimum application standards to qualify for a permit to deliver cannabis pursuant to this Section 106-1495:
  - (1) Name, address, and contact information of the applicant; if the applicant is a corporation, the names and addresses of its directors;
  - (2) Name, address, and contact information of the applicant's business;

- (3) Current and valid proof of their permit(s) to operate a dispensary from the outside licensing city and/or county in which such dispensary is located;
- (4) Upon commencement of the State of California's issuance of licenses under the MMRSA, current and valid proof of a license issued by a state licensing authority, as defined in Business and Professions Code Section 19300.5(w);
- (5) Acord insurance forms indicating applicant's ability to comply with the insurance requirements set forth in this Section 106-1495;
- (6) Listing of all vehicles, devices, and platforms used by the applicant for delivery of cannabis, pursuant to this Section 106-1495, including the vehicle' smoke, model, year, license plate number and vehicle identification number;
- (7) Proof of current and valid California Department of Vehicle registration for all vehicles applicant shall use for delivery of cannabis, pursuant to this Section 106-1495;
- (8) Copies of a valid, government-issued identification for all persons that the applicant will use to delivery cannabis pursuant to this Section 106-1495. All such persons must be at least 21 years of age at the time of submittal of the application for cannabis delivery.
- (c) <u>Review of the Application</u>. The Chief of Police shall consider the application, as well as the criminal records, if any, and personal references, if demanded by the Chief of Police, of individuals identified in the application, and any other results from investigation into the application, as deemed necessary by the Chief of Police.
- (d) <u>Disapproval of the Application</u>. If the Chief of Police disapproves of an application sought under this Section 106-1495, he or she shall notify the applicant in writing, stating the reasons for the disapproval. Notification of the disapproval shall be delivered by first class mail to the applicant.

## (e) Appeal of Disapproval.

- (1) Within fifteen (15) calendar days of transmittal of the Chief of Police's notice of disapproval of an application, the applicant denied approval may appeal the disapproval by notifying the City Clerk in writing of the appeal, the reasons for the appeal, and payment of any accompanying fees.
- (2) The City Clerk shall set a hearing on the appeal and shall fix a date and time certain, within thirty (30) calendar days after the receipt of the applicant's appeal, unless the City and the applicant agree to a longer period of time to consider the appeal. The City Clerk shall provide notice of the date, time, and place of the hearing, at least seven (7) calendar days prior to the date of the hearing.
- (3) The City Manager shall appoint a hearing officer to hear the appeal and determine the order of procedure, and rule on objections to the admissibility of evidence. The

- applicant and the Chief of Police shall each have the right to submit documents, call and examine witnesses, cross-examine witnesses, and argue their respective positions.
- (4) The proceeding shall be informal, and the strict rules of evidence shall not apply, and all evidence shall be admissible which is of the kind that reasonably prudent persons rely upon in making decisions.
- (5) The hearing officer shall issue a written decision within fifteen (15) days after the close of the hearing. The decision of the hearing officer shall be final.
- (f) Grounds for Denial, Revocation, or Suspension of Permit. The granting of a Police Department Safety Permit or a renewal thereof may be denied and an existing permit revoked or suspended if the applicant, permittee, or any individual employed or acting as an agent for an applicant or permittee to deliver cannabis in the City does any of the following:
  - (1) Knowingly makes a false statement in the application or in any other reports or other documentation furnished to the City;
  - (2) Engages vehicles for delivery that are not maintained or operated in a manner and in a condition required by law and applicable regulations;
  - (3) Has been convicted of any offense relating to the use, sale, possession, or transportation of a controlled substance;
  - (4) Has been convicted of any felony, convicted of any offense involving moral turpitude, convicted of driving under the influence of alcohol or drugs, or does not possess a driver's license;
  - (5) Has been involved in three (3) or more motor vehicle collisions within the year preceding the application;
  - (6) Utilizes vehicles or delivery personnel for deliveries, which are not identified to the City in its application;
  - (7) Fails to pay required City fees and taxes; or
  - (8) Violates any provision of this Section 106-1495.

## (g) Suspension and Revocation.

(1) If the Chief of Police determines that the activities of a holder of a Police Department Safety Permit issued under this Section 106-1495 constitute a significant threat to the public health, safety, and/or welfare, the Chief of Police may suspend such permit and the rights and privileges thereunder until a hearing officer renders a written decision on the revocation of such permit.

- (2) The Chief of Police shall give notice to a permittee of his or her intent to revoke a Police Department Safety Permit in the same manner as a notice of disapproval and provide the City Clerk with a copy of such notice.
- (3) The hearing for the revocation of a Police Department Safety Permit shall be set and conducted in the same manner as an appeal of disapproval. The decision of the hearing officer shall be final.
- (h) <u>Permittee Obligations</u>. Individuals issued permits under this Section 106-1495 shall have all of the following duties and obligations:
  - (1) Comply with all applicable federal, state, and local laws;
  - (2) Obtain and maintain a business license from the City;
  - (3) Maintain, at all times, all licenses and permits required by state and local laws and provide immediate notification to the Chief of Police if any such state and/or local license and/or permit is revoked or suspended;
  - (4) All deliveries must be packaged in compliance with Business and Professions Code Section 19347 and any other regulations promulgated by the California Department of Health;
  - (5) Any person who delivers cannabis pursuant to a permit issued under this Section 106-1495 shall keep a copy of such permit in his or her possession while effectuating any and all deliveries pursuant to such permit and shall make such permit copy available to law enforcement, upon request;
  - (6) Deliveries shall not advertise No authorized delivery vehicle shall have (or have affixed to it) any form of advertising that displays or depicts the permittee's name, telephone number, fax number, e-mail address, internet homepage address or any other images, text or markings that promote the permittee's cannabis-related activities or that identify the vehicle as containing cannabis products. The foregoing shall not be interpreted to relieve the permittee and its personnel of the obligation to have in their possession a copy of the Police Department Safety Permit while effectuating any deliveries.
    - (6) cannabis, the name of the permittee, nor any other commercial cannabis activities:

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- (7) Deliveries shall be made directly to the residence or business address of the qualified patient or the qualified patient's primary caregiver, upon proof of a valid, State of California-issued identification card, issued pursuant to Business and Professions Code Section 19300.5(w). All other deliveries are prohibited;
- (8)(7) Deliveries shall occur only between the hours of 6:00 a.m. and 6:00 p.m.;

- (9)(8) No permittee shall transport or cause to be transported cannabis in excess of the limits established by the State Bureau of Medical Marijuana. Until such limits are established, the limit shall be two (2) pounds of dried marijuana or its cannabis product equivalent;
- (10)(9) All orders to be delivered shall be packaged by the name of the qualified patient or qualified patient if the delivery is made directly to him or her or by the name of both the qualified patient and primary caregiver if the delivery is made to the primary caregiver. All orders shall include a copy of the request for delivery with each package;
- (11)(10) Maintain at all times Comprehensive Automobile Liability (owned, nonowned, hired) providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than One Million Dollars (\$1,000,000). Failure to maintain such insurance shall be a ground for denial of an application, suspension of a permit, and or revocation of a permit; and
- (12)(11) By accepting a permit issued under this Section 106-1495, each permittee agrees to indemnify, defend and hold harmless to the fullest extent permitted by law, the City, its officers, agents and employees from and against any all actual and alleged damages, claims, liabilities, costs (including attorney's fees), suits or other expenses resulting from and arising out of or in connection with permittee's operations, except such liability causes by the active negligence, sole negligence of willful misconduct of City, its officers, agents and employees.
- (i) Fees. Applicants and permittees shall pay all applicable fees as set forth by resolution of the City Council. Applicants and permittees shall also pay the amount as prescribed by the Department of Justice of the State of California for the processing of fingerprinting. None of the above fees shall be prorated or refunded in the event of a denial, suspension, or revocation of the application or permit.
- (j) Term. All permits issued pursuant to this Section 106-1495 shall only be valid from the date of issuance through December 31 of the calendar year in which they are issued. The renewal process for the permit shall be processed in the same manner as the initial application.
- (k) Chief of Police or Designee. Any action required by the Chief of Police under this Section 106-1495 may be fulfilled by the Chief of Police's specified designee.

#### Sec. 106-1496 Nuisance.

Any use or condition caused, or permitted to exist, in violation of any provision of this Division 18 shall be, and is hereby declared to be, a public nuisance and may be summarily abated by the City pursuant to California Code of Civil Procedure Section 731, Article V (Nuisances) of Chapter 1 (General Provisions and Penalties) of the San Fernando City Code, and/or any other remedy available at law.

#### Sec. 106-1497 Civil Penalties.

In addition to any other enforcement remedies available under the San Fernando City Code, the City Attorney may bring a civil action for injunctive relief and civil penalties against any person who violates any provision of this Division 18. In any civil action that is brought pursuant to this Division 18, a court of competent jurisdiction may award civil penalties and costs to the prevailing party.

**SECTION 4.** CEQA. As determined by the Planning and Preservation Commission on March 1, 2016 through Resolution No. 2016-004, the proposed Ordinance does not have the potential to cause significant effects on the environment and is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15061(b)(3), because it amends the San Fernando City Code to make clear that on cannabis dispensaries, cannabis cultivation, cannabis deliveries, and commercial cannabis activities are not permitted in the City. Therefore, based on the evaluation of adverse impacts, it can be seen with certainty that there is no possibility that the establishment of bans on cannabis-related activities will have a significant effect on the environment.

**SECTION 5.** <u>Inconsistent Provisions</u>. Any provision of the San Fernando City Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**SECTION 6.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 7.** <u>Publication</u>. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

PASSED, APPROVED, AND ADOPTED	by the City Council of the City of San Fernando at its
regular meeting on this of	, 2016.
	Robert C. Gonzales, Mayor

ATTEST:	
Elena Chavez City Clerk of the City of San Ferna	- ando
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) SS: )
foregoing Ordinance No.	City of San Fernando, do hereby certify that the above and was introduced at the regular meeting of the City Council 2016, and thereafter at the regular meeting of said day of2016, was passed and wit:
AYES:	
NOES: ABSTAIN:	
ABSENT:	
Elena Chavez, City Clerk of the City of San Ferna	ando

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## AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Anthony Vairo, Police Chief

Lt. Nichole Hanchett, Patrol Commander

**Date:** May 16, 2016

Subject: Consideration to Adopt a Resolution to Appropriate the 2014 Urban Area

Security Initiative (UASI) Grant Program

#### **RECOMMENDATION:**

It is recommended that the City Council:

a. Adopt Resolution No. 7734 (Attachment "A") to appropriate the UASI 14 grant and amend the UASI 14 spending plan; and

b. Authorize the City Manager to execute all documents related to the UASI 14 grant.

#### **BACKGROUND:**

- 1. On May 6, 2015, the Police Department received the Subrecipient Agreement #C-125603/ UASI 14 Grant (abridged version), between the City of Los Angeles (the Core City) and the City of San Fernando (the Subrecipient), authorizing the San Fernando Police Department to purchase Automatic License Plate Reader's (ALPR) not to exceed \$53,000. The grant award figure was based on an original estimate from Advanced Electronics of \$52,550.
- 2. In November 2015, Police Department staff were advised by Advanced Electronics that the original quote was over bid due to an error. Staff obtained a new estimate from Advanced Electronics totaling \$41,697.36 with installation. Staff obtained a comparison estimate from Mallory Safety & Supply, LLC, for the same equipment of \$43,969.45 without installation.
- 3. On January 19, 2016, the City Council authorized a Purchase Order No. 11312 with Advanced Electronics for the ALPR totaling \$41,697.36.
- 4. Due to the surplus funding amount of \$11,303, the Police Department requested a reallocation of the grant funds with the Los Angeles Mayor's Office and received approval from the State on April 1, 2016, for the purchase of 20 ballistic helmets which are

## Consideration to Adopt a Resolution to Appropriate the 2014 Urban Area Security Initiative (UASI) Grant Program

Page 2 of 2

categorized under UASI as personal protective equipment designed to protect the wearer against smalls arms fire and fragmentation threats.

5. Three quotes were obtained: LCEO, LLC (\$10,048); Galls, Inc. (\$15,489.80); and Revision Military (\$10,799.60) (Attachment "B").

#### **ANALYSIS:**

Because three quotes were obtained and the terms of the grant specified certain vendor requirements, LCEO, LLC was selected as they were able to fulfill the order in a timely manner and are on the approved vendor list as required by UASI standards. The Purchase Order was issued administratively since the surplus amount was under \$25,000.

The UASI grant project is a tremendous benefit to the City. It provides funding for the purchase of items that are critical for the safe and effective response by first responders to a variety of catastrophic events including natural disasters, industrial accidents, mass shooting incidents, and terror attacks. In addition, the funding allows departments to purchase items that can assist with the identification of potential offenders which can greatly impact the overall effort to prevent crime. The ALPR has proven to be an effective tool to identify stolen vehicles and scofflaw violators. The ballistic helmets are critical items of personal protective equipment that can provide lifesaving protection from small arms fire and enable officers to conduct a more effective and efficient response to critical incidents. Without the grant, the Police Department would not be able to purchase these essential items.

#### **BUDGET IMPACT:**

Initially, there is impact to the Fiscal Year 2015-2016 Budget, but the department will receive reimbursement from the grant during the same fiscal year (expense account #10-220-3662-4500 and revenue account #10-3696-3662). The grant fully funded the purchase of the equipment, which totaled \$53,000, and fulfilled a critical need of the Police Department.

### **CONCLUSION:**

Both the ALPR and the ballistic helmets are crucial items of equipment that allow the Police Department too effectively and safely respond to a variety of critical incidents and life threatening events in addition to preventing crime. Their purchase was only possible due to the generous funding supplied by the UASI grant program.

Consideration to Adopt a Resolution to Appropriate the 2014 Urban Area Security Initiative (UASI) Grant Program

Page 3 of 2

## **ATTACHMENTS:**

- A. Resolution No. 7734
- **B.** Product Quotes

#### **ATTACHMENT "A"**

#### **RESOLUTION NO. 7734**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2015-16 ADOPTED ON JUNE 15, 2015

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2015-16, commencing July 1, 2015, and ending June 30, 2016; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, the City received a grant from the Department of Homeland Security under the FY 2014 Urban Area Security Initiative (UASI 2014) Grant program to purchase equipment to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism; and

**WHEREAS**, the City Council approved Contract No. 1785 on March 16, 2015 related to accepting the grant from the Department of Homeland Security related to the UASI 2014 grant program; and

WHEREAS, the City desires to complete purchases as part of the grant program; and

**WHEREAS,** an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2015 and ending June 30, 2016, a copy of which is on file in the City Clerk's Office, has been adopted on June 15, 2015.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

**Section 1**. The following adjustments are made to the City Budget:

Increase Revenue(s): UASI 2014 Grant (010-3696-3662)	\$53,000
Increase Expenditure(s): Capital Equipment (010-220-3662-4500)	\$53,000
Total Revenue Adjustment:	\$53,000
Total Expenditure Adjustment:	\$53,000

PASSED, APPROVED, AND AD	<b>OPTED</b> this 16 <sup>th</sup> day of May, 2016.
	Robert C. Gonzales, Mayor
ATTEST:	
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
I HEREBY CERTIFY the regular meeting of the City Counci wit:	at the foregoing Resolution was approved and adopted at a l held on the 16 <sup>th</sup> day of May, 2016, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	

## LCEO, LLC

30 Mountainview Drive, Waterford, New York 12188 Phone 518-235-9436 Fax 518-615-1270 Cell 518-423-4522 larry@ownthenight.com Web page: WWW.OWNTHENIGHT.COM

## Quotation 040616-1 Date: 4/6/16

Customer: Lt. Nichole Hanchett San Fernando Police Department 910 First Street San Fernando, CA 91340 818-898-1258 Office 818-403-0165 cell NHanchett@sfcity.org Ship to: San Fernando Police Department 910 First Street San Fernando, CA 91340

Cust	omer Order No.	F.O.B		Contact		Date S	hipped
				Larry Clo	W		
(	Government Order#		Terms			Shipped V	ia
			Net 30			UPS	
Item #	Descripti	ion	Qty	Qty Shipped	Back Ordered	Unit Price	Total Price
1	Revision Viper A3 BAT Helmet with standard pa		20			362.40	\$7,248.00
	system, Black Rails		20			70.00	\$1,400.00
	Wilcox 3 hole shroud		20			\$55.00	\$1,100.00
	Velcro Kit Sizes TBD		20			\$15.00	\$300.00
	Delivery by 4/22/2016						
	San Fernando will pay the 9.5% total of \$954.57	he sales tax of					

Export of the commodities described herein is strictly prohibited without a valid export license issued by the U.S. Dept. of State Office of Munitions Control prescribed in the International Traffic in Arms Regulations (ITAR) Title 22. Code of Federal Regulations Parts 121-128.

the state of the s	
Sub Total	\$10,048.00
Shipping	\$ 300.00
Tax	\$
Total	\$10,348.00

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866.673.7643





20

CATEGORIES BRANDS **PROFESSION** CLOTHING

FOOTWEAR EQUIPMENT

MEDICAL

**WEB SPECIALS** 

You have 20 items in your shopping cart

Helmet

View/Edit Item



Item Details

Update Cart →

**Revision Batlskin Viper A1 Hi Cut Ballistic** 

Checkout ->

Remove



ABOUT SSL CERTIFICATES

## You May Also Like....



ProTech Tactical Delta 4 Tactical Helmet \$487.19



Max Pro Police MPA Tactical Helmet \$391.67



Smith & Wesson Blue Steel Finish Handcuffs \$24.99



Galls Black Pocket Handcuff Key \$11.59

## **Promotional Code:**

If you have a special offer or promotional code, please enter it below and we will apply it for you right here in your cart. Only one promotion code can be used per order. All discounts are based on order value before shipping charges and sales tax.

SKU No: TE787 BLK MD COLOR: BLACK SIZE: MEDIUM

Item ships direct from our supplier; estimated ship date 04/18/2016

Subtotal:

Unit Price

\$774.49

\$15,489.80

20 items

Shipping:

Standard Ground - \$8.95

\$15,489.80

For expedited shipping, please call 866.673.7643

#### **Subtotal**

Before Tax: \$15,498.75 @ Estimate Tax (enter zip code):

Checkout -

- Sign In
- My Cart (20 items)
- Shop

4/4/2016

- Find a store
- NSN
- Live Chat
- Change Region
  - French
  - o German

## **Revision Military**

Search

- Products
- Eyewear
  - Technology
  - View Products
  - o Shop Eyewear
  - Testimonials
  - Case Studies

#### Head Systems

- Technology
- View Products
- o Shop Head Systems
- Testimonials
- Case Studies

#### Power

- o <u>Technology</u>
- View Products
- Shop Power
- Research & Development
- Manufacturing
- People

## **SHOP REVISION**

My Account / My Wishlist / My Cart (20 items) / Checkout / Sign In

## **CART SUMMARY**

roduct		Unit Price	Qty	Subtotal	Remove
B	Batlskin Viper A3 High Cut Helmet Size / Color / MSS Liner: Medium / Black	\$370.00	20	\$7,400.00	×
Continue Shoppir	ng			Upda	ite Cart

**DISCOUNT CODES** 

ESTIMATE SHIPPING AND TAX

YOUR TOTAL

- Sign In
- My Cart (2 items)

05/16/2016

- Shop
- Find a store
- NSN
- Live Chat
- Change Region
  - o French
  - o German

## **Revision Military**

Search



### Eyewear

- o <u>Technology</u>
- View Products
- o Shop Eyewear
- Testimonials
- Case Studies

#### Head Systems

- Technology
- View Products
- Shop Head Systems
- Testimonials
- o Case Studies

#### Power

- o <u>Technology</u>
- View Products
- Shop Power
- Research & Development
- Manufacturing
- People

## **SHOP REVISION**

My Account / My Wishlist / My Cart (2 items) / Checkout / Sign In

### **CART SUMMARY**

Product		Unit Price Qty Subtotal Remove
	Batlskin Viper Standalone Long Rails Size / Color: Medium / Black	\$79.99 1 \$79.99 <b>X</b> X 20 = 1,599.80
	Batlskin Viper Front Mount Size/Color: Medium / Black	$$89.99$ 1 $$89.99$ $\times$ $$20 = 1,799.80$
		7,400 + 1,599.80 + 1,799.80 =

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## AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** May 16, 2016

Subject: Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal

Year 2015-2016, Job No. 7592, Plan No. P-718

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Approve plans and specifications (Attachment "A") for the Annual Street Resurfacing Project Fiscal Year 2015-2016, Job No. 7592, Plan No. P-718;
- b. Accept the lowest responsive bid from Toro Enterprises, Inc., for construction of these improvements;
- c. Authorize the City Manager to execute a Construction Contract with Toro Enterprises, Inc., (Attachment "B" Contract No. 1820) for an amount not to exceed \$1,062,649.50; and
- d. Establish an amount of 20% of the contract amount (\$212,529.90), as a contingency, to cover the cost of unforeseen construction expenses.

#### **BACKGROUND:**

As part of the City's Fiscal Year (FY) 2015-2016 Budget, the City Council approved a project titled "Annual Street Resurfacing", which involves the rehabilitation of local roads. This project is funded through a variety of local transportation funding sources and water enterprise funds. The project includes the installation of asphalt overlay, new traffic striping, signage, accessible curb ramps, sidewalk and curb and gutter improvements. Additional work includes the replacement of the water main on Phillippi Street, between Harding Avenue and the cul-de-sac.

## Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2015-2016, Job No. 7592, Plan No. P-718

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#### **ANALYSIS:**

#### **Project Details**

The proposed project includes the following improvements:

- Repair sidewalks/curb ramps in compliance with ADA accessibility requirements, and repair and replacement of curb and gutter, speed humps, asphalt concrete (AC) Pavement;
- Construction of Asphalt-Rubber Hot Mix (ARHM) overlay;
- Installation of street signage and striping;
- Replacement of a six-inch water main on Phillippi Street, between Harding Avenue and cul-de-sac;
- Reforestation of up to 34 street trees on Phillippi Street, between Harding Avenue and culde-sac. This street is lined with existing liquidambar trees that have caused extensive damage to the sidewalk, curb, and concrete gutters along the street ("Attachment C"). In addition, several of the trees are infected with a bacterial scorch, causing the trees to exhibit die back and decline in health.

The City regularly receives complaints regarding these accessibility issues and drainage problems. In order to repair these damaged areas, tree roots will need to be removed and will likely render the existing trees unstable.

Once repaired, it is recommended that these trees be replaced with a new tree species that has less-invasive roots. This will help to ensure that roots do not impact curb/gutter and allow for adequate drainage along the street. Outreach notifications were delivered to residents informing them of the proposed tree removals and included the option to have a new Raywood Ash tree planted in the parkway adjacent to their property at no cost to the property owner (Attachment "D"). As of May 10, 2016, the City has received seven notifications requesting a new tree and three notifications declining a new tree.

On May 3, 2016, at 11:00 a.m., the City Clerk received and opened four bids for construction of these improvements (Attachment "E"). Staff analyzed all bids and determined the bid from Toro Enterprises, Inc., to be the lowest responsive bid. The table below summarizes the bids received for project construction:

RANK	BIDDER	BID AMOUNT
1	Toro Enterprises, Inc.	\$1,062,649.50
2	Sully-Miller Contracting Co.	\$1,078,000.00
3	All American Asphalt	\$1,168,000.00
4	PALP, Inc. DBA Excel Paving Company	\$1,189,453.00

## Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2015-2016, Job No. 7592, Plan No. P-718

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Toro Enterprises, Inc. has successfully completed similar projects for the cities of Oxnard, San Fernando, Santa Clarita, Simi Valley, and Ventura.

#### <u>Timeline</u>

If the construction contract is awarded by the City Council, staff will work to complete this project according to the following schedule:

• May 16, 2016: City Council Award of Contract

June – August 2016: Tentative Construction Schedule

As indicated in the project bid specifications, the contractor has 50 working days to complete the project.

#### **BUDGET IMPACT:**

The total estimated construction cost for this capital project is \$1,275,180, including contingencies. Funding is included in the City's approved FY 2015-2016 budget through Measure R local return funds, Proposition C local return funds, Metro Exchange STP-L funds, and Water Enterprise Funds.

SOURCES			
Fund	Account Number	Alloc	ation
Proposition C	080-311-0560-4600	\$	188,500
Measure R	012-311-0560-4600	\$	619,000
Metro Exchange/STP-L	022-311-0560-4600	\$	281,831
Water Fund	070-385-0560-4600	\$	420,000
Total Sources:		\$	1,509,331

USES			
Activity	Account Number	Cost	
Inspection	012-311-0560-4600	\$	60,000
Construction	008/012/022/070-311-0560-4600	\$	1,062,650
Contingency (20%)	008/012/022/070-311-0560-4600	\$	212,530
Expenditures-to-Date (if applicable)			
Planning/Design	012-311-0560-4600	\$	70,000
Total Uses		\$	1,405,180

Consideration to Award a Contract for Annual Street Resurfacing Project Fiscal Year 2015-2016, Job No. 7592, Plan No. P-718

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### **CONCLUSION:**

It is requested that the City Council award a construction contract to complete street improvements in the community.

#### **ATTACHMENTS:**

- A. Plans and Specifications
- B. Contract No. 1820
- C. Liquidambar Trees Photos Drainage and Accessibility Problems
- D. Public Outreach Notification
- E. Bid Summary

## **CITY OF SAN FERNANDO**

**CALIFORNIA** 

CONTRACT DOCUMENTS,
SPECIFICATIONS, AND STANDARD DRAWINGS
FOR
ANNUAL STREET RESURFACING PROJECT
FISCAL YEAR 2015-2016
JOB NO. 7592, PLAN NO. P-718



Prepared by:

WILLDAN

Engineering

extending
your
reach

13191 CROSSROADS PARKWAY NORTH, SUITE 405 INDUSTRY, CALIFORNIA 91746-3443 562-908-6200





Approved by: \_\_\_\_\_\_\_Date: \_\_\_April 8, 2016

Ying Kwan, P.E., City Engineer

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Special Provisions – Signing, Striping, and Pavement Markers  Signs
Appendix A – Standard Drawings
Appendix A = standard brawnigs

#### **NOTICE INVITING BIDS**

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **11:00 AM on Tuesday, May 3, 2016**, and said bids will be publicly opened and declared for performing work on the following project:

## ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2015-2016 JOB NO. 7592, PLAN NO. P-718

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents. The general items of work include removal and replacement of curb, gutter, sidewalk, driveway approach, ADA compliance curb ramp, speed hump, AC pavement; cold milling of existing AC pavement; construction of ARHM overlay; replacement of water main; installation of signing and striping; miscellaneous appurtenant work; and all other items not mentioned but indicated in the Plans and Specifications. The construction cost is estimated to be in the range of \$900,000 to \$1,300,000.

There is no pre-bid meeting for the project.

The contract time for the project is fifty (50) working days.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of sixty (60) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified check, cashier's check, or bidder's bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the contractor and his/her subcontractors shall obtain a City business license. Prior to beginning work, the contractor must possess a valid California **Class A** Contractor's License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of  $\frac{1}{2}$  of  $\frac{1}{6}$  of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of  $\frac{1}{2}$  of  $\frac{1}{6}$  of the bidder's total bid or \$10,000, whichever is greater, then in addition to the subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's

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#### license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

The State General Prevailing Wage Rate Determination as established by the California Department of Industrial Relations is available at <a href="http://www.dir.ca.gov/DLSR/PWD/index.htm">http://www.dir.ca.gov/DLSR/PWD/index.htm</a> and in the Public Works Department at City Hall.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally charted bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, <a href="www.sfcity.org">www.sfcity.org</a>, for downloading at no charge. In order to be eligible to submit a bid for the project, you MUST contact Manuel Fabian, Civil Engineering Assistant II, via e-mail at <a href="mailto:mfabian@sfcity.org">mfabian@sfcity.org</a> to be placed on the plan holders list. Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of \$5.00 each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of \$5.00 is required to cover postage and handling.

Addenda, if any, will NOT be distributed to the planholders, and will ONLY be posted on the City website. It shall be the Bidder's responsibility to check the City website for any addenda.

		City of San Fernando	
Date:	April 7, 2016	By: Ying Kwan, P.E. City Engineer	
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		Su 04/14/1 04/21/1	۱6

#### **INSTRUCTIONS TO BIDDERS**

1. <u>GENERAL</u> Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein, and must be properly signed by the bidder. The bidder's address, telephone number, and California State Contractor's License number must be included. To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover, and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

<u>Bid Quotes and Unit Price Extensions</u> – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on the Contractor's Proposal form. In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing the Bidder's intention. The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of sixty (60) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

<u>Communications Regarding Bid</u> – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

2. <u>EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE</u> The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. <u>DISQUALIFICATION OF BIDDERS AND PROPOSALS</u> More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the Bidder's signature will be rejected.

4. <u>AWARD AND EXECUTION OF CONTRACT</u> The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

### 5. SIGNATURE OF CONTRACTOR

- a. <u>Corporation</u> Any bids submitted by a corporation must include the name of the corporation, and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. <u>Partnerships</u> Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. <u>Joint Ventures</u> Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. <u>Individuals</u> Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

#### 6. BONDS

- a. <u>Bid Bonds</u> Bid must be accompanied by cash, cashier's check, certified check, or surety bond in an amount equal to ten percent (10%) of the total amount in the Contractor's Proposal. Checks and bonds shall be made payable to the City of San Fernando.
- b. <u>Contract Bonds</u> The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract

price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

- 7. <u>RETURN OF BIDDER'S GUARANTIES</u> Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
- 8. <u>CONFLICT OF INTEREST</u> In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, 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 award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

Contractor's Proposal
Bidder's Bond
Contractor Information
List of References
List of Subcontractors
Certificate of Secretary of Adoption of Resolution
List of Subcontractors, Suppliers, & Vendors Contacted to Receive Prices in Preparation of Bid Proposal
Non-Collusion Affidavit

# **PROPOSAL**

#### CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO 117 MACNEIL STREET SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

## ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2015-2016 JOB NO. 7592, PLAN NO. P-718

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **fifty (50)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

Dated	Bidder	
	Signature	<del>_</del>
	Name (Print/Type)	
	Title	

## **BID SCHEDULE**

## ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2015-2016 JOB NO. 7592, PLAN NO. P-718

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1.	Cold mill existing asphalt concrete pavement, depth varies from ½ to 1½ inches.	· SF	159,500	\$	\$
2.	Cold mill existing asphalt concrete pavement, ½ -inch uniform depth.	SF	197,800	\$	\$
3.	Cold mill existing asphalt concrete pavement, 11/2 -inch uniform depth.	SF	17,000	\$	   \$ 
4.	Cold mill existing PCC strip pavement, depth varies from $V_2$ to $1V_2$ inches.	SF	250	\$	\$
5.	Construct asphalt rubber hot mix (ARHM) overlay.	TON	4,150	\$	\$
6.	Remove and construct 4-inch thick AC pavement before cold milling.	SF	2,375	\$	\$
7.	Remove and construct 8-inch thick AC pavement over compacted native.	SF	3,190	\$	\$
8.	Remove and construct curb and gutter per SPPWC Std Plan No. 120-2 or to match existing.	LF	1375	\$	\$
9.	Remove and construct curb or portion of a gutter per detail B on sheet 2, including CAB.	LF	200	\$	\$
10.	Remove and construct curb per SPPWC Std Plan No. 120-2 or to match existing.	LF	200	\$	\$
11.	Remove and construct 4-inch thick PCC sidewalk or residential driveway or portion of a driveway over compacted native, including quantities in the Appendix.	SF	8,400	\$	\$
12.	Remove and construct curb ramp per Caltran Std Plan No. A88A.	EA	18	\$	\$
13.	Remove and construct 4-inch thick PCC curb ramp approach and install cast-in-place truncated dome per SPPWC Std Plan No. 111-5	EA	15	\$	\$
14.	Remove and construct asphalt concrete speed hump, including signage and striping per detail on sheet 2.	EA	8	\$	\$
15.	Adjust water valve box frame and cover to grade.	EA	53	\$	\$
16.	Adjust manhole frame and cover to grade.	EA	37	\$	\$

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
17.	Survey monumentation	EA	10	\$	\$
18.	Install signing and striping complete per plan.	LS	1	\$	\$
19.	Inductive loop detectors Type E	EA	6	\$	\$
20.	Furnish and install 6-inch diameter ductile iron pipe CL350, including potholing, connection to the existing water main, fittings, pavement replacement, tunneling, removal of existing facilities, as necessary and appurtenant complete.	LF	1055	\$	\$
21,	Furnish and install 8-inch diameter ductile iron pipe CL350, including connection to the existing water main, potholing, pavement replacement, removal of existing facilities, as necessary, and all appurtenant work complete.	LF	55	\$	\$
22.	Furnish and install 1-inch water service connection (City furnished water meter), including connection to the existing building water supply , potholing, pavement replacement, tunneling, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	30	\$	\$
23.	Abandoned exist water service line in place. Remove existing water meter and deliver to the city.	EA	30	\$	\$
24.	Remove and salvage existing fire hydrant head and deliver to the city. Remove bury and valve box, backfill with 2-sack concrete slurry.	EA	4	\$	\$
25.	Furnish and install 6-inch fire hydrant, including ductile iron bury, fittings, potholing, pavement replacement, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	4	\$	\$
26.	Furnish and install 6-inch resilient wedge gate valve, fittings, potholing, pavement replacement, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	1	\$	\$

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
27.	Furnish and install 8-inch resilient wedge gate valve, fittings, potholing, pavement replacement, removal of existing facilities, as necessary, and all appurtenant work complete.	EA	2	\$	\$
28,	Remove existing valve box and backfill with 2-sack concrete slurry.	EA	2	\$ .	\$
29,	Remove existing fire hydrant head, bury and valve box, backfill with 2-sack concrete slurry.	EA	3	\$	\$
30.	Capped end existing water main per City of San Fernando Construction Plate No. 17.	EA	2	\$	\$
31.	Abandoned existing 6-inch AC pipe or 4-inch pipe water main in place.	LF	1110	\$	\$
				TOTAL BID	\$

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None".

List of Addendum R	teceived:	 	 
List of Addendum R	leceived:	 	 

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

## **BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENT	rs:
that we,	as Principal,
and	as Surety,
are neid and firmly bound unto the City of s	San Fernando in the sum of(\$)
to be paid to the said City of its certain Atto	orney, its successors and assigns; for the payment of ourselves, our heirs, executors and administrators,
bounden	ION IS SUCH, that if the certain proposal of the above
to construct	proved) datedis accepted by
the City of San Fernando, and if the above be and assigns, shall duly enter into and execu- and deliver the two bonds described within the mailing of a notice to the above bounde by and from the said City of San Fernando	ounden his heirs, executors, administrators, successors ute a contract for such construction, and shall execute ten (10) days (not including Sunday) from the date of eno that said contract is ready for execution, then this
obligation shall become null and void; other	rwise it shall be and remain in full force and virtue.
IN WITNESS WHEREOF, we hereun , 2016.	to set our hands and seals thisday of
Principal	Surety
Ву	By
Its	Its
Ву	Ву
Its	Its
	cknowledged before Notary Publics, and a sufficiently bond to verify the authority of any party signing on
All notices and demands to the surety shall	be delivered viafirst class mail to the following:
	<del></del> -
	<del>_</del>
	_

## **CONTRACTOR INFORMATION**

Contractor's License Number State Classification Expiration Date  DIR Registration Number Expiration Date	Telephone	Fax	E-m	nail
DIR Registration NumberExpiration Date	Type of Firm: Individual	l ( ) Partnership (	) Corporation ( )	
Contractor's License Number State Classification Expiration Date   DIR Registration Number Expiration Date   Names and titles of all officers of the firm	Corporation organized u	nder the laws of the S	tate of	
DIR Registration NumberExpiration Date  Names and titles of all officers of the firm	Contractor's License Nun	mberS	tateClassification	Expiration Date
Names and titles of all officers of the firm	DIR Registration Number	r	Expiration D	)ate
	Names and titles of all o	fficers of the firm		

## **LIST OF REFERENCES**

(To be submitted by contractors who have not worked with the City of San Fernando.)

1.	NAME OF CITY OR BUSINESS	
	CONTACT PERSON AND PHONE NO.	
	TYPE/DATE OF WORK PERFORMED	
	TOTAL CONTRACT AMOUNT \$	
2.	NAME OF CITY OR BUSINESS	
	CONTACT PERSON AND PHONE NO	
	TYPE/DATE OF WORK PERFORMED	
	TOTAL CONTRACT AMOUNT \$	
3.	NAME OF CITY OR BUSINESS	
J.	CONTACT PERSON AND PHONE NO.	
	TYPE/DATE OF MORE DEPENDMEN	
	TYPE/DATE OF WORK PERFORMED	
	TOTAL CONTRACT AMOUNT \$	
4.	NAME OF CITY OR BUSINESS	
	CONTACT PERSON AND PHONE NO.	
	TYPE/DATE OF WORK PERFORMED	
	TOTAL CONTRACT AMOUNT \$	
5.	NAME OF CITY OF PHICINECC	
э.	NAME OF CITY OR BUSINESS	
	CONTACT PERSON AND PHONE NO	
	TYPE/DATE OF WORK PERFORMED	
	TOTAL CONTRACT AMOUNT \$	
6.	NAME OF CITY OR BUSINESS	
	CONTACT PERSON AND PHONE NO	
	TYPE/DATE OF WORK PERFORMED	
	TOTAL CONTRACT AMOUNT \$	

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## LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed	l:					
ddress of office, mill or shop:						
Specific description of subcontract:						
License No.:	_Amount of Subcontract:					
DIR Registration Number:	Expiration Date:					
Name under which subcontractor is licensed	i:					
Address of office, mill or shop:						
Specific description of subcontract:						
License No.:	_Amount of Subcontract:					
DIR Registration Number:	_Expiration Date:					
Name under which subcontractor is licensed	d:					
Address of office, mill or shop:						
Specific description of subcontract:						
License No.:	_Amount of Subcontract:					
DIR Registration Number:	_Expiration Date:					
Name under which subcontractor is license	d:					
Address of office, mill or shop:						
Specific description of subcontract:						
License No.:	_Amount of Subcontract:					
	_Expiration Date:					

# CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

	(insert name of Secretary), do hereby certify that I am
	(insert name of corporation) a tify that the following resolution is a full, true and correct
on theday of	of Directors of said corporation at a meeting thereof held, 2016 (insert proper date), in accordance with the
	resolution has not to the date of this certificate been in any scinded or annulled, and the same is now in full force and
"RESOLVED, that any of the following of	
	President
	, Vice President and, secretary
alone) (strike out inapplicable portion), be the name of and for and on behalf of thi bonds and agreements of any nature or BE IT FURTHER RESOLVED, that any a including public entities, shall be entitled	ere not shown), (any two acting together) (any one acting and they are hereby authorized to execute and deliver in a corporation, any and all bids, authorizations, contracts, sort whatsoever.  and all persons, firms, corporations and other entities, to rely on the authority of (any one of such officers) (any
	rike out inapplicable portion), above named, to bind this y of any such bids, authorizations, contracts, bonds and
person, corporation, or public entity relyinotice to the contrary signed by duly a authorizations theretofore given with resp	uthority herein contained shall remain effective until the ing upon the authority herein contained, receives written authorized officers of this corporation, that all previous pect to the matters herein contained are revoked. That the ned shall not affect the validity of any instrument herein cons at the time authorized to act."
IN WITNESS WHEREOF, the undersigned the seal of this corporation thisday	has hereunto set (his/her) hand as Secretary and affixed of, 2016.
	Secretary

**Affix Seal** 

# LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1.	NAME & LOCATION OF BUSINESS
	CONTACT PERSON AND PHONE NO.
	ITEM OR TYPE OF WORK PROPOSED
	PRICE OR AMOUNT \$
2.	NAME & LOCATION OF BUSINESS
	CONTACT PERSON AND PHONE NO.
	ITEM OR TYPE OF WORK PROPOSED
	PRICE OR AMOUNT \$
3.	NAME & LOCATION OF BUSINESS
	CONTACT PERSON AND PHONE NO.
	ITEM OR TYPE OF WORK PROPOSED
	PRICE OR AMOUNT \$
4.	NAME & LOCATION OF BUSINESS
	CONTACT PERSON AND PHONE NO.
	ITEM OR TYPE OF WORK PROPOSED
	PRICE OR AMOUNT \$
5.	NAME & LOCATION OF BUSINESS
٥.	17.1 E & EOG (1101) 0. EOG (1200)
	CONTACT PERSON AND PHONE NO.
	ITEM OR TYPE OF WORK PROPOSED
	PRICE OR AMOUNT \$
6.	NAME & LOCATION OF BUSINESS
0.	10 (   E & E & E & C (   E & C )   E & E & E & E & E & E & E & E & E & E
	CONTACT PERSON AND PHONE NO.
	ITEM OR TYPE OF WORK PROPOSED
	PRICE OR AMOUNT \$

# **NON-COLLUSION AFFIDAVIT**

ANNUAL STREET RESURFACING PROJECT FY 2015-2016 JOB NO. 7592, PLAN NO. 718

STATE OF CALIFORNIA )	
) S COUNTY OF)	
	hoing first duly guarn, danage and
says that he is	
(Sole	owner, partner, president, secretary, etc.)
of	
person, partnership, company, association, orgor sham; that such bidder has not directly or anyone else to put in a sham bid, or that anyor manner, directly or indirectly, sought by ago of said bidder or of any other bidder, or to fix at other bidder, or to secure an advantage against proposed contract; that all statements contain advantage against the public body awarding the statements contained in such bid are true; and bid price or any breakdown thereof, or the copaid and will not pay any fee in connection organization, bid depository, or to any member of	bid is not made in the interest of or on behalf of any undisclosed anization or corporation; that such bid is genuine and not collusive indirectly colluded, conspired, connived or agreed with any bidder or a shall refrain from bidding; that said bidder has not in any reement, communication or conference with anyone to fix the bid price of overhead, profit or cost element of such bid price, or of that of any the public body awarding the contract or anyone interested in the din such bid price or of that of any other bidder, or to secure any econtract or anyone interested in the proposed contract; that all further, that said bidder has not, directly or indirectly, submitted his ontents thereof, or divulged information or data relative thereto, or therewith to any corporation, partnership, company, association, agent thereof, or to any other individual except to such person or linterest with said bidder in his general business.
Date	Bidder
	Authorized Signature
STATE OF CALIFORNIA )	Name (Print/Type)
COUNTY OF)	Title
On, 2	16 before me,
he/she/they executed the same in his/her/their instrument, the person(s) or the entity upon be	who proved to me on the basis of satisfactory are subscribed to the within instrument and acknowledge to me that authorized capacity(ies), and that by his/her/their signature(s) on the alf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the correct.	aws of the State of California that the foregoing paragraph is true and
(Notary Seal)	
	Signature of Notary Public

# **CONTRACT**



# **CONSTRUCTION CONTRACT/AGREEMENT**

# [CONTRACTOR'S NAME] Annual Street Resurfacing Project FY 2015-2016 Plan (P-718) and Specifications (Job No. 7592)

THIS AGREEMENT, made and entered into thisday of, 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and "CONTRACTOR."
<u>WITNESSETH:</u>
That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:
1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved <u>Annual Street Resurfacing Project FY 2015-2016 Plans (P-718) and Specifications (Job No. 7592)</u> , Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.
2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: <b>Annual Street Resurfacing Project FY 2015-2016, Job No. 7592, Plan No. P-718</b> (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated, 2016.
CONTRACTOR agrees to perform all the work and furnish all the materials athis own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.
3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of(\$
(\$).
CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten

(10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within <a href="https://doi.org/10.1001/journal.org/">https://doi.org/10.1001/journal.org/<a href="https://doi.org/10.1001/journal.org/">https://doi.org/<a href="https://doi.org/10.1001/journal.org/">https://doi.org/<a href="https://doi.org/">https://doi.org/<a href="https://doi.org/">htt

days.

- 5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.
- 6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.
- 7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.
- 8. CONTRACTOR, by executing this Agreement hereby certifies: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price,to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

	CONTRACTOR
	BY
	Title
	BY
	Title
	CITY OF SAN FERNANDO A Municipal Corporation
	BRIAN SAEKI CITY MANAGER
ATTEST:	
	,
ELENA G. CHAVEZ CITY CLERK	<del></del>
APPROVED AS TO FORM:	
RICK R. OLIVAREZ CITY ATTORNEY OLIVAREZ MADRUGA, P.C.	_

# **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that we,	
as Principal, and	as Surety
are held and firmly bound unto the CITY OF SAN FERNANDO, her	reinafter called the Owner
in the sum of	(\$
for the payment of which sum well and truly to be made, we lexecutors, administrators and successors, jointly and severally,	
The conditions of this obligation are such that whereas the contract, attached hereto, with the Owner dated	Principal entered into a

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof that may be granted by the Owner with or without notice of the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

their several seals theday of corporate seal of each corporate party being	len parties have executed this instrument under, 2016, the name and ng hereto affixed and these presents duly signed ve, pursuant to authority of its governing body.
	(Principal)
ATTEST:	(Address)
	(By)
	(Title)
	(Surety)
ATTEST:	(Address)
•	(By)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	•
	ledged before Notary Publics, and a sufficiently power of the authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be de	elivered via first class mail to the following:

# **PAYMENT (LABOR AND MATERIAL) BOND**

as Surety
ereinafter called the Owner
(\$
bind ourselves, our heirs, firmly by these presents
e Principal entered into a
,

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, the above bounder their several seals theday of _	en parties have executed this instrument under 
corporate seal of each corporate party being	ng hereto affixed and these presents duly signed
by each party's undersigned representativ	e, pursuant to authority of its governing body.
	(Dringle all )
	(Principal)
ATTEST:	
	(Address)
	(By)
	(Title)
	(C
	(Surety)
ATTEST:	(Address)
	(By)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	
Surety signatures on this bond must be acknowled attorney must be attached to the bond to verify the	edged before Notary Publics, and a sufficiently power one authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be del	livered via first class mail to the following:

# WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that	as Principal,
hereinafter called Contractor, and	
licensed and domiciled in the state of California as Surety, he CITY OF SAN FERNANDO as Obligee, hereinafter called Ow	
	(\$
for the payment whereof Contractor and Surety bind themse and assigns, jointly and severally, firmly by these presents.	
WHEREAS,	as Contractor
has by written agreement dated for	, 2016, entered into a contract with Owner
in accordance with Drawings and Specifications contained in reference made a part hereof, and is hereinafter referred to	

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

- 2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
- 3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

. 2016, the name and corporate seal of each corporate
, 2016, the name and corporate seal of each corporate each party's undersigned representative, pursuant to
(Principal)
(Address)
(By)
(Title)
(Surety)
(Address)
(By)
(Title)
per thousand.
·
e Notary Publics, and a sufficiently power of attorney party signing on behalf of a surety.
first class mail to the following:

SPC15-26

# GENERAL PROVISIONS

#### **GENERAL PROVISIONS**

#### **PART I**

The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these Special Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Specifications.

The Standard Specifications is the latest edition of the Standard Specifications for Public Works Construction, including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

In case of conflict between documents, the precedence of documents shall follow Subsection 2-5.2 of the Standard Specifications, except that the Technical Provisions precede the Special Provisions. However, for any other precedence of documents, the Technical Provisions shall be considered part of the Special Provisions.

For the convenience of the Contractor, the section and subsection numbering system used in these Special Provisions corresponds to that used in the Standard Specifications.

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

# Subsection 1-2 Terms and Definitions

Add the following to the provisions of Subsection 12, "Terms and Definitions":

The Standard Specifications, Standard Plans, and Manual of Traffic Controls, latest edition of each, of the State of California, Department of Transportation, and the Los Angeles County Department of Public Works Standard Plans, the City of San Fernando Standard Plans, and the American Water Works Association (AWWA) are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or are inconsistent with the provisions herein. In case of conflict between the Reference Specifications and the Technical Provisions, the Technical Provisions shall govern. In case of a conflict between drawings and Technical Provisions, Technical Provisions shall prevail.

# SECTION 2 - SCOPE AND CONTROL OF THE WORK

# Subsection 2-1 Award and Execution of the Contract

Add the following to the provisions of Subsection 21, "Award and Execution of the Contract":

By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

# Subsection 2-4 Contract Bonds

Add the following to the provisions of Subsection 24, "Contract Bonds":

The performance bond shall remain in effect at least until the date of substantial completion/notice of completion, except as otherwise provided. The contractor warrants and guarantees to the City that all work will not be defective. The contractor shall furnish a warranty performance and payment bond equal to at least one hundred percent of the final contract price or \$1,000, whichever is greater, before the contract performance and payment bonds can be released or the retention payment paid. The warranty performance and payment bond shall be in effect until at least one year after the date of the notice of completion, except that utility work shall require it to be in effect for three years.

# Subsection 2-5 Plans and Specifications

Add the following to the provisions of Subsection 25, "Plans and Specifications":

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

# Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for daily recording of "as built" conditions. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be egible.

Record drawing shall be reviewed prior to all progress payment requests, and submitted prior to final inspection.

# Subsection 2-9 Surveying

# Add the following:

The Contractor shall preserve all benchmarks, monuments, survey marks, centerline ties and stakes and, in case of their impending removal or destruction by his/her operations he/she shall be responsible for notifying the City Engineer **prior** to their removal. Failure to provide such notification will result in the Contractor being liable for all costs associated with their replacement.

2-9.1 Permanent Survey Markers. Subsection 2-9.1 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to Reset Survey Monuments. The Contractor is responsible for the filing and recording of the Survey Monuments.

2-9.2 Survey Service. Subsection 2-9.2 is hereby deleted and replaced with the following:

The Contractor shall retain a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State to provide construction staking. The Contractor is responsible for the accuracy of surveying adequate for construction.

2-9.5 Measurement and Payment. The following section is hereby added

Full compensation for Construction Survey, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be considered as included in the other items of work.

Payment for monumentation restoration shall be paid at the contract unit price bid per intersection, including furnishing all labor, materials, tools, equipment, surveyor supervision, filing and recordation and other incidental for doing all the work involved and no separate payment shall be made thereof.

# Subsection 2-10 Authority of the Board and the Engineer

Add the following to the provisions of Subsection 2-10, "Authority of the Board and the Engineer":

The Engineer shall retain all written protests filed, and, upon completion of the work, shall submit all such protests to the City Council, together with a copy of the Engineer's prior written decisions for consideration by the City Council at the time of final acceptance of the work. The Contractor or its representative may appear and be heard by the City Council concerning any such protests. In connection with acceptance of the work and final payment under the Contract, the City Council shall make its determination with respect to each protest filed with the Engineer. The decision of the City Council shall be final.

# Subsection 2-11 Inspection

Add the following to the provisions of Subsection 211, "Inspection":

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by the contractor at the City's overtime rate.

#### **SECTION 3 - CHANGES IN WORK**

# Subsection 3-3 Extra Work

Add the following to the provisions of Subsection 33.1, "General":

The contractor shall proceed with extra work only upon written order from the Engineer. For such extra work the contractor shall receive payment as agreed upon in writing, or he shall be paid on force account. The contractor shall not exceed any of the quantities in the proposal unless prior authorization from the engineer is obtained in witing.

# Subsection\_3-5 Disputed Work

Add the following to the provisions of Subsection 35, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term "Defined Claim" shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. <u>RESOLUTION OF DEFINED CLAIMS</u> Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

# Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

# Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the periodof time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following thefiling of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

<u>Judicial Arbitration</u> If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, <u>et seq.</u>, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, <u>et seq.</u>, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, <u>et seq.</u>, (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.

<u>Interest on Award of Judgment</u> In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

C. <u>RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS</u> The provisions of this Paragraph C shall apply to all claims that are not "Defined Claims," as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

#### Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

# Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

# Arbitration

Except as provided to the contrary herein, arbitration of any claim other than Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto agree that there

shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

# SECTION 4 - CONTROL OF MATERIALS

# Subsection 4-1.3 Inspection Requirements

Add the following to the provisions of Subsection 41.3, "Inspection Requirements":

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

# **SECTION 5 - UTILITIES**

#### Subsection 5-1 Location

Add the following to the provisions of Subsection 51, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utilities location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and street lights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans

The contractor shall be expected to maintain liaison with the affected utility company

representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advane:

1.	Verizon Company	800-483-1000
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	800-427-2200
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6500
8.	Pacific Pipeline Co.	800-987-4737

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

# Subsection 6-1 Construction Schedule and Commencement of the Work

Add the following to the provisions of Subsection 6-1, "Construction Schedule and Commencement of the Work":

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in the Contractor's Proposal expires.

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 4 p.m.

# Subsection 6-6 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-6, "Delays and Extensions of Time":

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

# Subsection 6-7 Time of Completion

Add the following to the provisions of Subsection 6-7, "Time of Completion":

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall constitute a day's work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- New Year's Day
- ▶ Martin Luther King Day
- ▶ Washington's Birthday
- ▶ Cesar Chavez's Birthday
- Memorial Day

- Labor Day
- Veterans Day
- ▶ Thanksqiving Day
- Day after Thanksgiving
- ▶ Christmas

# Independence Day

# Subsection 6-8 Completion, Acceptance and Warranty

Add the following to the provisions of Subsection 6-8, "Completion, Acceptance and Warranty":

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

# Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, "Liquidated Damages":

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Five Hundred Dollars (\$500.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimates shall not be included in such charges.

# SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

# Subsection 7-2 Labor

Add the following to the provisions of Subsection7-2, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

- 2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- 3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- 4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

# Subsection 7-2.2 Prevailing Wages

Add the following to the provisions of Subsection 72.2, "Prevailing Wages":

Eight hours constitutes a legal days' work. The contractor shall forfeit, as a penalty **b** the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than <u>one-and-one-half times</u> the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

#### Subsection 7-3 Insurance

Add the following to the provisions of Subsection 7-3, "Insurance":

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to any one (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

# Subsection 7-5 Permits

Add the following to the provisions of Subsection 7-5, "Permits":

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

Pursuant to State Bill 854, the following new requirements apply to all public work projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is https://efiling.dir.ca.gov/PWCR; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

# Subsection 7-8.1 General

Add the following to the provisions of Subsection 7-8.1, "Cleanup and Dust Control":

All excess dirt and construction debris shall be hauled away from job site each day.

# Subsection 7-9 Protection and Restoration of Existing Improvements

Add the following to the provisions of Subsection 7-9, "Protection and Restoration of Existing Improvements":

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

# Subsection 7-10 Safety

7-10.1 Traffic and Access. Subsection 7-10.1 is hereby added to Subsection 7-10. The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One 4-foot wide paved pedestrian walkway shall be maintained in the parkway area on one side of each street.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

7-10.2 Street Closures, Detours, Barricades. Subsection 7-10.2 is hereby added to Subsection 7-10. Street closures will not be allowed, except as specifically permitted by the Engineer.

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

a.	Public Works Department	818-898-1293
b.	Police Department	818-898-1267
c.	Fire Department	818-989-8561
d.	Mauran Ambulance	818-365-3182

The Contractor shall prepare any traffic control or detour plans that may be required as directed by the Engineer.

Lane transitions shall conform to the California MUTCD latest edition, "Transition Area."

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

A STREET SHALL NOT BE SCHEDULED FORSURFACING ON TRASH PICKUP DAY.

All work shall be scheduled so that all areas are open to traffic between 4p.m. and 7a.m. the following day.

Traffic shall be directed through the project with warning signs, cones and flagpersons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

7-10.6 Protection of the Public. Subsection 7-10.6 is hereby added to Subsection 7-10 of the Standard Specifications as follows:

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, from interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 76 meters (250 feet) apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Payment for all the provisions above shall be included in the other items of work and no separate payment will be allowed thereof.

# SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; however, the AGENCY's personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor forhis own personnel.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

# Subsection 9-3 Payment

Add the following to the provisions of Subsection 9-3, "Payment":

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with anyalterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

# Subsection 9-3,2 Partial and Final Payment

Add the following to the provisions of Subsection 9-3.2, "Partial and Final Payment":

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate; and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused

as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

# SPECIAL PROVISIONS

### **SPECIAL PROVISIONS**

# PART 2

## **CONSTRUCTION MATERIALS**

# SECTION 200 - ROCK MATERIALS

#### 200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed aggregate base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

# SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

# 201-1 PORTLAND CEMENT CONCRETE

# 201-1.1 Requirements

201-1.1.1 General. The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

Fly ash shall not be used.

# **SECTION 203 - BITUMINOUS MATERIALS**

# 203-6 ASPHALT CONCRETE

203-6.1 General. Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

# 203-6.4 Asphalt Concrete Mixtures

203-6.4.1 General. Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.1 General.

The following paragraph is hereby added to the end of Subsection 20311.1.

Contractor shall complete and submit the Reliable Contractor Declaration (CalRecycle 168) and the RAC Certification (CalRecycle 739-TRP) forms required for the Agency's CalRecycle

RAC Grant, CalRecycle 168 shall be submitted by the Contractor prior to commencement of work and CalRecycle 739-TRP shall be submitted by the Contractor prior to acceptance of the project. Current versions of these forms can be downloaded at http://www.calrecycle.ca.gov/Grants/Forms/.

203-11.2 Materials. Contractor shall maintain a minimum quality control plans as follows:

- a) Perform sieve analysis test Caltrans Test 202 on a sample taken immediately after 300 tons of production and every 500 tons thereafter.
- b) Perform binder content test Caltrans Test 382 on a sample taken immediately after 300 tons production and every 1,000 tons thereafter.

Tests shall be performed and completed without interruption directly after samples are procured at the production plant laboratory.

Contractor shall provide the correction factor for Caltrans Test 382 for ARHM material at least 5 working days prior to paving.

A copy of test results shall be provided to the Engineer immediately upon completion of each test or upon request thereafter if Engineer is not present at time of the test. Adjustments shall be made immediately if test results indicate a need for adjustment.

203-11.2.3 Crumb Rubber Modifier (CRM).

The first paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The material shall consist of a combination of scrap tire CRM and high natural CRM meeting the requirements of this subsection. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffing. Whole scrap tire rubber shall be derived from scrap tires generated entirely within the State of California, and the certification of compliance shall so certify.

The high natural rubber shall be a single source material and not a blend of more than one source.

The high natural CRM and CRM rubber components shall not be pre-mixed prior to mixing with paving asphalt.

The 5th paragraph of Subsection 203-11. 2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40% equals 25 percent. The remainder of CRM shall be scrap tires.

The binder material must contain a minimum of 300 pounds (equivalent to 15% by weight) of tire-derived crumb rubber per ton of rubberized binder.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

An acceptable source of natural rubber scrap is available from TRF Industries (330) 688-1583 (Bruce Bowers), though any other source of natural rubber meeting specifications is acceptable. A grinding/granulating company is BAS, Harach Sarkis (310) 429-3546, for whatever material is supplied, though any other grinding/granulating company is acceptable.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.3 Composition and Grading.

Optimum binder content shall be based on Caltrans 367 procedure without modification using air voids of 4%. Once full compliance with specifications is established at 4% air voids, the binder content shall thereafter be increased to provide 3.5% voids to conform to the residential traffic in the project, all other factors being within specification.

Variations of percent air voids below the minimum specified will be cause to terminate paving operations until changes to conform to the specified percent air voids are demonstrated and approved by the Engineer.

The gradation ranges shown in Table 203-11.3(A), including the ¾" sieve range added herein, shall be considered the Contract Compliance Range. The Operating Range for the ½" sieve shall be 94% to 99%. The Operating Range for all other sieves, except the 200 sieve, shall be 2 percentage points inside the Contract Compliance Range. If gradation test results do not meet the Operating Range requirements but meet the Contract Compliance Range, placement of ARHM may be continued for the remainder of the day. However, another day's work shall not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for Operating Range.

ARHM shall be Class GG-C or OG-C.

203-11.4 Mixing.

The first sentence of the third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent combined paving asphalt and asphalt modifier, and 20 percent CRM, except that the percentage of CRM should be reduced by 20 percent of the difference between total rubber hydrocarbon percentage in the natural CRM and the value 50 percent, but no less than 18%. (For example, for total rubber hydrocarbon in the high natural CRM of 56%, reduce the total CRM by 20% of 56% minus 50%, which equals

1% reduction, and yields the formulation 19% CRM and 81% asphalt and modifier, in lieu of 20% and 80%. Lack of proper adjustment will cause excessively long reaction times.) Complete documentation shall be provided to the Engineer to approve the formulation.

The required mixing/reaction time is hereby modified to 75 minutes minimum. The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material. Reaction shall be considered complete only after the second of two viscosity readings taken 15 minutes apart is less than the first. The Engineer's decision shall be final for determination of the minimum reaction period.

The maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit), (Centipoise) in Table 203-11.4(A) is hereby changed to 2600.

All material shall be tested for viscosity and verified as to completer reaction prior to transfer to any storage tank or use of the reaction tank for feet to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for a total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt Rubber Batch Log.

Each batch of binder shall be tested for viscosity after the minimum reaction time has passed and the following information shall be recorded:

- 1. Temperature of stored asphalt cement material at time of loading
- 2. Time at which the reaction tank is fully loaded
- 3. Tons of asphalt rubber added to the tank for the batch
- 4. Total asphalt rubber in the tank after loading
- 5. The beginning time of reaction (Fully loaded and above 375° F)
- 6. Binder temperature at time of sampling
- 7. Temperature of tested material
- 8. Viscosity reading
- 9. Time of viscosity test (All test results must be completed prior to use.)

A copy of the Asphalt Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the Engineer within 12 hours of ending production of ARHM for the day.

(A log sheet form will be provided at the preconstruction meeting.)

Construction shall be considered unauthorized until Contractor has faxed the log to the Engineer as arranged at the preconstruction meeting and has in his possession a fax confirmation sheet with a time and date conforming to specification. Under any circumstances, Engineer must be contacted for clearance to pave.

203-11.4.1 Hand Held Viscometer Test

Modify Subsection 203-11.4.1 Test Procedure as follows:

Delete the last two sentences of Step 4 and replace with the following:

Stop stirring the binder. While the spindle is rotating, move the spindle in and out of the binder slowly three times at a location close to the edge of the container (do not disturb the central area).

Delete the first three sentences of Step 5 and replace with the following:

Determine the viscosity of the binder at 190C +/- 3C (375F+-5F) as follows. In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder, and immediately insert the spindle back into the center of the binder. Wait 5 seconds to fill the spindle. While holding the viscometer level, turn the spindle on, watch the needle on the viscometer dial and record the maximum value obtained on the dial.

203-11.5 Equipment for Production of AsphaltRubber.

Add the following to Item 3) of 203-11.5:

- A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.
- B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant.

# SPECIAL PROVISIONS

#### PART 3

## **CONSTRUCTION METHODS**

### **SECTION 300 - EARTHWORK**

#### 300-1 CLEARING AND GRUBBING

300-1.1 General.

The last paragraph of Subsection 300-1.1 is hereby deleted and replaced with the following:

Tree branches which hang within 13.5 feet above finished roadway grade or within 9 feet above finished sidewalk or parkway grade shall be removed to the branch collar in accordance with the current pruning standards of the International Society of Arboriculture (ISA). The Contractor shall remove additional tree branches, under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. No paint or tree sealant shall be applied to the resulting scars. All pruning shall be done under the supervision of an ISA Certified Arborist in the City's employ.

The following is hereby added to Subsection 3001.1:

All the root pruning required to place or replace walks, curbs, curbs and gutters, or other permanent facilities shall be limited to the minimum amount necessary to set forms.

All roots two (2) inches and larger shall be cut with sharp tool such as axe or chainsaw. No roots shall be broken off by trenching or other heavy equipment.

No root shall be removed within five (5) diameters of the tree trunk measured at 4 feet, 9 inches above grade without the express written permission of the AGENCY. Any such root removed without the AGENCY's written permission may create a hazardous condition for which the Contractor shall be liable.

Should the Contractor create a hazardous condition in the sole judgment of the Engineer, the Contractor shall remove the tree and replace it with a specimen of the same species and value at the Contractor's expense.

All significant root pruning (3 inch diameter and larger) shall be performed under the direct supervision of an ISA Certified Arborist in the Contractor's employ.

300-1.3 Removal and Disposal of Materials

300-1.3.2 Requirements. The text of Subsection 300-1.3.2(a), (b) and (c) of the Standard Specifications is hereby deleted.

## 300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work for "remove and construct" bid items, including removal of extra AC thickness shall be paid for as part of the work for that item, and no additional compensation will be allowed.

## 300-4 UNCLASSIFIED FILL

300-4.9 Measurement and Payment. The text of Subsection 300-4.9 of the Standard Specifications is hereby deleted and replaced with the following:

Full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in unclassified fill construction shall be considered as included in the price paid for "remove and construct" bid item and shall include full compensation for the cost of all grading, shaping, compacting or consolidating and extra fill, if required, or other work that is required under this subsection. No additional payment will be made for unclassified fill.

# SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

## 301-1 SUBGRADE PREPARATION

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

Class C or D ARHM shall be used to patch around all frame and cover sets.

Subsections 301-1.6.1, 301-1.6.2, and 301-1.6.3 are hereby added to Section 301 of the Standard Specifications as follows:

301-1.6.1 Adjustment of Los Angeles County Flood Control District Manhole Frame and Cover Sets to Grade.

Adjustments to grade of Los Angeles County Flood Control District Manhole Frame and Cover sets do not require a District permit. However, the Contractor shall notify the Inspection Department at (818) 458-3129, 24 hours in advance of any work in the area of the manhole.

301-1.6.2 Adjustment of Los Angeles County Sanitation District Manhole Frame and Cover Sets to Grade.

Los Angeles County Sanitation District manhole frames and covers shall be set to finish grade as follows:

- 1. Contractor shall notify the District's Superintendent of Maintenance, (310) 638-1161 or (310) 774-7272, 48 hours prior to commencement of any work in the area of the manhole.
- 2. If grade over manhole is to be lowered:
  - Contractor shall furnish and deliver a temporary steel cover plate of thickness and size approved by the District for said manhole.
  - b. Contractor shall excavate around the manholes to a depth and distance outside of the manhole as required by the District for said manhole.
  - c. District shall remove the existing manhole frame and cover, and any interfering portion of the manhole shaft, and shall place the steel cover plate over the manhole.
  - d. Contractor shall store and protect frame and cover for later installation by the District and shall fill and/or pave over the steel plate to final grade.
  - e. Contractor shall remove paving and/or fill as necessary to permit the District to raise manhole to final grade. (Removal of paving and/or fill shall be to a minimum of 2 inches outside of the manhole if the steel plate is less than 6 inches below final grade and 12 inches outside of the manhole if the steel plate is more than 6 inches below final grade.)
  - f. District personnel shall raise manhole and set frame and cover to grade.
  - g. Contractor shall place and compact the backfill and pavement as necessary to complete the work.
- If grade over manhole is to be raised:

- a. Contractor shall fill and/or pave directly over frame and cover to final grade.
- b. Steps (e) through (g) of 2 above shall be followed, except that if grade is to be raised more than 2 feet, the Contractor shall excavate around the manhole shaft under step (2) to a depth and diameter as necessary, for the District to remove and reconstruct manhole shaft with required taper and as specified by the District.

301-1.6.3 Adjustment of Water Valve Box Frame and Cover.

Water valve box frame and cover within the area to be paved or graded shall be set to finish grade by the Contractor as required by the Plans and Specifications. In the case of portland cement concrete, water valve box frame and cover shall be set to finish grade by the Contractor before paving.

# 301-1.7 Payment. Add the following paragraph:

Payment for adjusting water valve box frame and cover will be paid at the contract unit price bid as shown in the bid schedule and no additional payment will be made therefore.

## **SECTION 302 - ROADWAY SURFACING**

#### 302-1 COLD MILLING ASPHALT OF EXISTING PAVEMENT

302-1.1 General. The following is hereby added to the first paragraph of Subsection 302-1.1:

Such straight edge grade along the edge of the cold plane area shall not deviate more than 1/4 inch below nor 1/8 inch above the grade specified in the Plans or Specifications.

302.1.7 Work Site Maintenance. Add the following paragraph:

Cold milling will not be considered complete until all loosened material is removed from the project site. Paving shall not commence until the day after cold milling is complete.

Cold milled streets shall be approved by the Engineer as completed for cold milling prior to paving. Sweepers used for cold mill sweeping shall not enter on streets approved as completed for cold milling.

#### 302-5 ASPHALT CONCRETE PAVEMENT

302-5.1 General. The last sentence of Subsection 302-5.1 of the Standard Specifications is hereby deleted and replaced with the following:

Cracks, joints, and holes to be filled shall be cleaned after cold milling

AC for AC pavement repairs and for PCC pavement repairs shall be placed the same day as removals are performed.

302-5.4 Tack Coat.

Tack coat for overlay shall be Thermoplastic Polymer Modified High Performance Seal (TPMS) manufactured by Paramount Petroleum Corporation (562-531-2060), for overlay, or an approval equal. The Engineer shall approve the exact rate and number of applications.

The tack coat shall be applied as specified in Subsection 302-5.4 of the Standard specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below50° F in the shade. Whenever pavement surface temperatures exceed 120, a small test section shall be applied approximately 30 feet in length to gauge setup time for the tack to not stick to truck tires. The setup time shall be recorded. Paving, material delivery and tack coat placement must be coordinated and scheduled to provide that tack is setup before placing trucks on the tacked area. Pavement surface temperatures shall be monitored and additional test sections shall be performed to revise the paving operation as conditions change. Upon occurrence of tracking of tack coat, paving shall cease, except remaining material in the hopper shall be used, and the tack shall be allowed time to setup.

On all vertical joins of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard PG 64-10 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be backed is below 60° F in the shade.

The TPMS shall be heated slowly to 350-425 F. At no time TPMS shall be heated above 450 F. The product shall be applied through a distributor truck equipped with a heating unit capable of raising temperature at least 3 F per hour, and shall maintain tack coat temperature at or above 350 F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying TPMS material within a +0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all ARHM overlay or as otherwise directed by the Engineer.

Tack coat shall not be applied until preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the overlay as permitted by the Engineer. Tack coat shall not be left exposed overnight. Immediately in advance of placing the overlay, additional tack coat shall be applied as directed by the Engineer, to areas where the tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Paving of overlay shall not proceed until the tack coat has stiffened sufficiently to not stick to truck tires.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the tack coat. Residue of tack coat material shall be removed from curb faces by sandblasting to return the concrete to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of paving asphalt are traced onto existing adjacent pavements, the contractor shall clean it off to the satisfaction of the Engineer or provide a slurry seal to restore the pavement at their own expense.

302-5.5 Distribution and Spreading. Contractor shall provide 20-foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

The asphalt concrete as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump trucks are not allowed.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer at a minimum.

302-5.6 Rolling. Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Rubber tire rollers shall be used on any leveling course.

Three rollers shall be provided for installation of AC greater than 200 tons per hour, regardless of thickness.

302-5.7 Joints. Join lines between successive runs shall be within 6 inches of lane lines or center of street or a minimum of 14 feet outside of the outer most lane line or center of street, or 5 to 6 feet from a lane line or center of street and within a lane. The joint pattern for all pavement layers shall be submitted in writing to the Engineer for review and approval 2 weeks in advance of the first lift of pavement to be placed. No exceptions to the specified requirements for joints shall be anticipated, and the Engineer's decision shall be final.

302-5.8 Manholes (and Other Structures). Asphalt-rubber hot mix (ARHM) Class C or D, shall be used as final cap around adjusted manholes.

302-5.9 Measurement and Payment.

Compensation to provide all of the equipment to the site and operated as specified, including all rollers specified regardless of rolling pattern elected by Contractor, shall be considered included in the bid item price for AC or ARHM material.

## 302-9 ASPHALT-RUBBER HOT MIX (ARHM).

302-9.1 General.

Contractor's attention is directed to Subsection 302-5.8, Manholes, for requirements for patching manholes and miscellaneous, frames and covers in ARHM pavements.

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Power brooms used ahead of paving operations after acceptance of cold milling shall only sweep areas that are accepted as completed for cold milling. Power brooms shall not be operated more than 80 percent full of sweepings. Power brooms that have swept areas not accepted as completed for cold milling shall not enter into areas that are accepted as completed for cold milling.

302-9.2 Mixing Binder with Aggregate.

Proportioning shall be performed using an automatic batching system, and the proportioning device shall be automatic to the extent that the only manual operation required for proportioning all materials shall be a single operation of a switch or starter.

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

302-9.4 Distribution and Spreading.

The ARHM as delivered shall be deposited directly into the hopper of the spreading and finishing machine. Truck transfer and bottom-dump truck are not allowed except as authorized by the City Engineer.

The temperature of ARHM shall be high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soybean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joins without casting material. Screed controls shall be the predominant means of controlling material at joins. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. The infrared device shall be correlated by thermometer to the actual mat temperature prior to use. The correlation difference shall be applied to all readings thereafter. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

302-9.5 Rolling.

Initial breakdown rolling shall be vibratory. Rolling in vibratory mode shall not be performed after ARHM material temperature falls below 240 degrees F, due to disturbance of the bonds beginning to set up in the binder at lower temperatures.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates.

Once a rolling pattern is elected by Contractor, the rolling pattern shall remain consistent, unless conditions change and/or a modified rolling pattern is needed to conform to specification.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver will require notification 3 days in advance to the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

302-9.5.1 Density and Smoothness. Density and smoothness shall conform to Subsection 302-5.6.2, except the second and third paragraph of Subsection 302-5.6.2 shall not apply to ARHM.

The compaction after rolling shall be 95 percent of density obtained with the California Kneading Compactor, California Test 304 as modified and measured in conformance to this Subsection 302-9.5.1.

The field density of compacted ARHM shall be determined by:

- A nuclear asphalt testing device, calibrated in conformance with California Test 375, except as modified in this Subsection 302-9.5.1, in the field designed to measure the density of pavement of the thickness being constructed; or
- 2) Core with density determined as follows:
  - a) Saw the ARHM lift of pavement from the top of the core approximately perpendicular to the axis of the core, just above any underlying pavement or as necessary to obtain a clean flat surface at the bottom of the sample.
  - b) Clean and dry the sample as described in ASTM 1188.
  - c) Perform California DOT Test 308 Method A step a.
  - d) Prior to proceeding to steps 308A b., 308A c., 308A d. and 308A e., place the core, top surface down, firmly into a flat pan of hot liquid paraffin approximately 1/4 inches deep. Allow the sample and paraffin to cool to firm solid state and remove the sample from the pan by cutting around the perimeter. Trim the edges of paraffin parallel to the side of the sample cylinder, and weigh the cylinder to obtain:
    - G = Mass in grams of level sealed paraffin-treated specimen in air.
  - e) Perform 308A b., 308A c., and 308A d on the sample from D) above.
  - f) Complete the remainder of Test 308A, except replace the formula in 308A e. with the following: Bulk Specific Gravity

$$=$$
 A  $(D-E)-(D-G)/F$ 

In case of dispute, 1) shall be used, except Contractor may elect to use 2), but all costs for such procedures shall be borne by the Contractor to provide the full set of coring, tests and documentation in conformance with the Standard Specifications, except all test methods shall be modified as specified in these Special Provisions. Also, Contractor shall notify the Engineer at least 3 days in advance of coring operations, and immediately after core testing is complete Contractor shall deliver cores to the Agency for verification.

Nuclear test procedures, including correlation with core densities, shall be in conformance with California Test 375, except as follows:

If a test section is placed and compacted for that purpose, rolling shall be provided as follows: 1) 2 passes with a vibratory breakdown roller above 240 degrees F; and 2) 4 passes with a static roller above 200 degrees F. Core locations for correlation with cores shall be selected based on appearance of relatively tight surface texture, and the test strip shall be selected on this basis. If a test location is determined to have a significantly open texture relative to other areas within the test strip, the location shall not be used. This selection criteria is not to be considered significant to the outcome of, but only as a guideline towards obtaining samples that are relatively well compacted to yield results with minimum standard deviation. The locations shall be well clear of grade breaks and joints. One core centered on the gauge will be used instead of two at each location. Use method 2) in this Subsection 302-9.5.1 to determine density of cores. Surface voids shall not be filled with sand.

Contractor will be notified in writing at least 5 days in advance of such correlation testing and will be invited to have a nuclear gauge onsite to correlate a second gauge. If not independently calibrating at that time, Contractor shall bear the full expense of performing correlation for his nuclear gauge under the specified procedures, but shall notify the City 5 days in advance of such correlation testing, such that the City can correlate with the Contractor's gauge, if Contractor disagrees with City's test results.

TABLE 302-9.5.1A REDUCED COMPENSATION FACTORS			
Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	0.000	93.4	0.062
94.9	0.002	93.3	0.068
94.8	0.004	93.2	0.075
94.7	0.006	93.1	0.082
94.6	0.009	93.0	0.090
94.5	0.012	92.9	0.098
94.4	0.015	92.8	0.108
94.3	0.018	92.7	0.118
94.2	0.022	92.6	0.129
94.1	0.026	92.5	0.142
94.0	0.030	92.4	0.157
93.9	0.034	92.3	0.175
93.8	0.039	92.2	0.196
93.7	0.044	92.1	0.225
93.6	0.050	92.0	0.300
93.5	0.056		

302-9.5.2 Compaction Payment Reductions. Based on laboratory tests on AC pavements revealing a highly significant loss of life span for each 1 percent reduction of compaction, and the well-known catastrophic effect of oxidation and stripping of asphalt products due to interconnected voids that develop below 95 percent compaction, and the extreme expense of removing and replacing pavement not compacted to the specified minimum, a nominal deduction of payment will be applied for under-compacted ARHM pavement. The bidder in submitting a bid fully accepts the provisions in this Subsection 302-9.5.2 and agrees that the nominal payment deduction is acceptable and reasonable for these purposes.

Payment reductions will be applied to ARHM compacted less than 95 percent of maximum density, the specified minimum, and greater than 91.9 percent of the maximum density based on nuclear testing with Part 3 Test Site Selection of California Test 375 modified as follows:

A lot will be one day's production or other lesser area of paving as determined by the Agency to be deficient in terms of compaction, and a pull will be the width between joints or edge of pavement as the lot is paced.

Test site selection will conform to California Test 375 Part 3, except the number of tests shall be the area of the lot in square feet divided by 400 and any test site within .5m of a grade break or pavement joint shall be relocated laterally towards the center of the pull to .5m from such joint or grade break.

The mathematical mean average of percent of maximum density represented by all these tests shall be calculated, except any test results outside of this mean plus two standard deviations based on all tests, shall be rejected. The mean average shall be calculated directly from the remaining values. A compensation reduction in conformance with Table 302-9.5.1A will be applied to the contract unit price for ARHM for material within any lot determined to be below minimum relative compaction, except any lot with tests indicating compaction 91.9 percent or less shall be removed and replaced at Contractor's expense.

302-9.6 Rock Dust Blotter. Lack of uniformity of application of rock dust shall be cause to terminate paving operations. Rock dust blotter shall not be applied until intermediate rolling is complete, except as approved by the Engineer based on a fine uniform layer of rock dust, or at major intersections and access points.

## SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for curb ramps shall be Castin-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow or City select.

303-5.9 Measurement and Payment. Add

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramps or modification of existing curb ramp approach per SPPWC Std. Plan No. 111-5.

Modification of existing curb ramp shall include the removal and replacement of existing PCC ramp approach including the chevron area, and installation of detectable warning surface.

# TECHNICAL PROVISIONS

#### **SPECIAL PROVISIONS**

#### PART 6

## WATER WORK SPECIFICATIONS

# PLANS AND TECHNICAL SPECIFICATIONS

The plans to be utilized in conjunction with these specifications are the approved City of San Fernando Plan No. 718.

All construction shall be done in accordance with the requirements of the American Water Works Association (AWWA) Standards, the Standard Specifications, and these Technical Provisions which include City of San Fernando Water Works Specifications and Water Works Construction Standards.

For convenience and cross-reference ease, the section numbering system used in these Technical Provisions corresponds to that used in the Standard Specifications.

# Section 1-2,1 Definitions

Add the following to the provisions of Section 12, "Definitions":

City of San Fernando.

Superintendent City Maintenance and Operations Manager.

Water Works Standard City Standard Water Works Specification and/or Detail.

# Section 2-5 Plans and Specification

Add the following to the provisions of Section 25 "Plans and Specification":

The American Water Works Association (AWWA) Standards are incorporated herein by reference and are hereby accepted as Reference Specifications. These Reference Specifications are intended to govern certain construction materials, methods, and details except as modified herein or as are inconsistent with the provisions herein.

## Section 2-9.3 Survey Service

The following supersedes the provisions of Section 29.3 "Survey Service":

Lines and grades for construction shall be the responsibility of the Contractor All work under this contract shall be built in accordance with the lines and grades shown on the plans or specified herein. Field survey for establishing lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California Licensed Land Surveyor or Civil Engineer. Staking shall be performed on all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the Owner's Inspector. The Contractor shall be responsible for any error in the finished work, and shall notify the Engineer within 24 hours of any discrepancies or design errors discovered during staking.

The Contractor is responsible for locating and tying existing survey monuments and centerline points prior to construction, reestablishing such monuments or points after construction, and filing a Corner Record with the County Surveyor.

# 2-9.5 Measurement and Payment. The following section is hereby added:

Full compensation for Construction Survey and staking, including furnishing all labor, materials, tools, equipment, surveyor, supervision, and incidentals for doing all the work involved shall be included in the other items of work and no separate payment will be allowed thereof.

Payment for construction survey and staking shall be included in the other item of work

## Section 3-2.2.1 Contract Unit Prices

The provisions of Section 3-2.2.1 "Contract Unit Prices" shall apply except as modified and supplemented below:

Adjustment of payments shall cover quantity increases or decreases in Major and Minor Bid Items, as further described in Section 3-2.2.1 "Contract Unit Prices."

## Section 300-1.3 Removal and Disposal of Materials

The provisions of Section 300-1.3 "Removal and Disposal of Materials" shall apply except as modified and supplemented below:

Excavated and removed material shall be disposed of in a manner that adheres to all applicable federal, state, and local laws shall be the sole responsibility of the Contractor. Material removed from the site shall become the property of the Contractor and shall be disposed of outside the work site and at the expense of the Contractor.

## Section 300-1.3.2(a) Bituminous Pavement

The provisions of Section 300-1.3.2(a) "Bituminous Pavement" shall apply except as modified and supplemented below:

Pavement shall be sawcut a minimum depth of six inches along the excavated edge where new improvements will join existing asphalt concrete pavement. This edge shall be preserved during intermediate operations so that a straight, firm, and unyielding edge against which new pavement may be subsequently joined and compacted. If the edge is not preserved, the Contractor shall make corrections by additional sawcutting, removing, and paving as directed by the Engineer at Contractor's expense.

#### DEFINITION AND PAYMENT OF BID ITEMS

The unit prices paid for the items listed in the Contractor's Proposal as defined herein shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all

work involved in furnishing and installing the materials, complete and in place, in accordance with the details shown on the plans, as specified herein, and as directed by the Engineer.

All incidental work which is neither shown on the plans nor otherwise specified, and which is necessary to complete the construction of improvements as shown on the plans and as specified herein, shall be furnished and installed as though such work were shown on the plans or specified herein, and no additional compensation will be allowed therefor.

# Construction Safety Plan, Traffic Control, and Daily Cleanup:

The work under this item consists of developing, submitting for approval, and carrying out a construction safety plan which shall include traffic control per WATCH, pedestrian safety, construction notification to businesses and residents, work area fencing and dust control, and daily work area cleanup as specified in the Special Provisions.

Payment for construction safety plan, traffic control, and daily cleanup shall be included in the other items of work and no additional or separate compensation will be allowed therefor.

# Furnish and Install 8" OR 6" ID Class 350 Ductile Iron Pipe:

Payment for furnishing and installing new 8-inch or 6-inch diameter ductile iron pipe (DIP) water main shall be paid at the contract unit price bid as shown in the bid schedule and shall include providing and installing main fittings/connections, tees, crosses and bends, abandoning and plugging the existing water main; constructing new concrete thrust blocks; performing hydrostatic testing; disinfecting water mains and service connections; potholing existing water main backfilling and compacting the excavated trench (30-inch minimum) restoration and replacement of asphalt concrete. The main installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA G600 standards.

## **DUCTILE IRON PIPE**

All ductile iron pipe shall be the diameter and class indicated on the plans and shall conform to AWWA C151. Pipe is to be of the push-on joint type, bituminous coated, cement mortar lined, per AWWA C104. All ductile iron pipe fittings shall conform to ANSI A21.10. Each length of pipe shall be marked with the size and class of pipe, name of manufacturer or trademark, and the date of manufacture.

# **FITTINGS**

Flange fittings shall be ductile iron class 350. Mechanical joint (ML) fittings shall be ductile iron C153 SSB class 350 and shall conform to City of San Fernando Construction Standard.

Unless otherwise shown on the plans or as approved by the Engineer, all connections between cast iron or steel fittings and ductile iron pipe shall be made with rubber gasket joints, and all completed joints between fittings and ductile iron pipe shall meet AWWA C110 or AWWA C153.

## CONCRETE THRUST BLOCKS

All thrust blocks shall be pour-in-place concrete, and shall be constructed at bends, crosses, tees, and other locations shown on the plans or as designated by the Engineer. Thrust blocks shall solidly rest against firm, undisturbed soil and shall be concrete class 520-C-2500.

## **CURVES AND BENDS**

Changes in alignment and grade shall be by deflecting the pipeunits at joints as provided herein, and pipe units shorter than standard length may be required. The maximum deflection angle between adjacent pipe units shall not exceed 5 degrees for 4-inch to 12-inch diameter pipe, 4 degrees for 12-inch to 16-inch diameter pipe, and 3 degrees for diameters greater than 16-inches.

The ends of each pipe unit shall be laid on the theoretical centerline of the pipe and to the grade shown on the drawings with the laying tolerance prescribed therein.

## HYDROSTATIC TEST

Hydrostatic testing shall be performed on all newly laid and partially backfilled pipes and services in accordance to the requirement of C600, AWWA standards. All pumps used for hydrostatic testing shall be equipped with gallon or volumetric meters. New lines shall be filled with water and the pressure brought to 200 PSI +/- 5 PSI and maintained for a period of a minimum two hours. The test shall be made on all sections of the water main between valves in order that all pipe, valves, fittings, fire hydrants, connections, and water services may receive the test. If leakage occurs, the Contractor shall correct the deficiencies at his own expense.

#### DISINFECTION OF WATER MAINS AND SERVICES

All new water mains shall be disinfected with chlorine or hypochlorite before acceptance for domestic use. Chlorine shall be applied to the waterin sufficient quantity to produce a dosage of not less than 50 ppm in all sections of the line, services and appurtenances. Treated water shall be retained in the system for a period of 24 hours minimum and shall produce not less than 10 ppm in all sections being disinfected at the end of the 24-hour period. However, the Contractor has the option to use other methods, provided it complies with the requirements of C-651, AWWA standards. Services shall be connected from corporation stops to meter stops before disinfecting and random testing by City for residual at service ends. All services shall be flushed prior to connection to residents' plumbing. See Water Works Standards regarding connection detail. The contractor shall provide bacteria samples and the City shall provide and pay bacteria testing. The Contractor and a City representative [a state certified drinking water testing laboratory] shall be present at the time and place the sample is collected. Thereafter, a state certified drinking water testing laboratory shall take custody of the water sample and perform the bacteria testing. If bacteria testing is positive (fail[s]), the laboratory fees for re-testing shall be paid by the Contractor.

# EXCAVATION, REMOVAL, COMPACTION AND RESTORATION OF SURFACE

- All excavation operations and restoration of surfaces shall conform to the requirements of Section 306 of the Standard Specifications and Section 3, G600 AWWA standards.
- The minimum trench width shall be based on 6 inches of buffer space each side of the proposed main.
  - 8 inch main requires minimum 20-inch wide trench.
  - 12 inch main requires 24-inch wide trench.
- Bedding and backfill shall be as shown on the plans, standard plans, and plan details.
   Native soil backfill, if used, shall be compacted to 95 % relative compaction. Sand shall be consolidated by jetting; the upper portions shall be compacted by methanical means.
  - 1  $\frac{1}{2}$  sack cement-sand slurry is required in all intersections. Rocks and boulders 6 inches and larger shall be removed from backfill. Compaction testing shall be provided by the City upon 24-hour notification. If compaction tests fail in any specific location, one (1) re-test by the City at that location shall be provided. Compaction tests that exceed two (2) in any specific location shall be paid by the Contractor at the rate of \$100 per test.
- The joining of pipe sections shall be such as to produce watertight lines. The pipe trenches shall be kept free of water which might impair pipe joining operations. The bottom of the

trench shall be carefully graded as to provide uniform support along the full length of the bottom of the pipe. Pipe trench shall conform to Type 2, AWWA C151.

- Trenches more than 5 feet deep shall be shored as set forth in the rules and regulations of the Division of Industrial Safety of the State of California and OSHA.
- Trenches through AC pavement: The pavement shall be sawcut. The pavement shall be replaced in kind as shown on Standard Drawing Plate No. 3 as follows:

1) Base course

B2-PG-64-10

2) Surface course

C2-PG-64-10

- Trenches through PCC pavement: Pavement shall be sawcut completely through, removed, and replaced with existing thickness plus one inch, but no less than 5 inches.
- Trenches through a combination of AC and PCC pavement: the contractor shall either separately sawcut and remove AC pavement and proceed to sawcut and remove PCC pavement as above described or sawcut completely through the entire pavement section. The pavement shall be replaced with AC as shown on Standard Drawing Plate No. 3.
- The Contractor shall notify the residents and/or business occupants in the project area at least 48 hours prior to performing any work that will affect parking and access to driveways. In paved streets where immediate backfill is required to provide access for the public at private driveways, the contractor shall place and maintain, until the permanent surfacing has been placed, a 2-inch road mixed surfacing. The temporary surfacing shall be placed at all locations which are not barricaded and are open to traffic.

## ABANDONMENT OF EXISTING LINE

The contractor shall cut away a part of the existing pipe or cut a hole in the top of the pipe to place concrete plug(s) every 200 feet.

Payment at the price bid per linear foot shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefo.

## Furnish and Install 1-inch Water Services Connection:

The work under this item consists of installing new water services in a consistent and orderly manner, as applicable, from the main to water meters; relocating meters as required or as shown on the plans; replacing all meter boxes; connecting services to water meters; installation of all customer hand valves as indicated on plate 19 and 20, reconnection of all private side water services, abandoning existing water service connections; excavating and backfilling trenches; removing and replacing concrete sidewalk at scorelines as shown on the plans, as specified herein, and in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards (Plate Nos. 19 and 20), and applicable AWWA standards.

The Contractor shall furnish and replace meter boxes and provide connections to new water meters. The City shall furnish new water meters. All hookups to customer side of the meter will be made with copper. The Contractor and the City Inspector shall walk the job site and mark out new meter locations prior to main installation.

Payment at the price bid per each unit shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

# Furnish and Install 6" Resilient Wedge Gate Valve:

The work under this item consists of providing and installing a new 6" resilient wedge gate valve. The bid item shall include providing and installing fittings/connections, constructing new concrete thrust blocks, excavation and slurry backfill, and custom valve box covers. Valve pressure ratings shall equal the class of pipe unless otherwise indicated on the plans. The installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA C-500 standards. All compression resilient seated gate valves shall conform to AWWA C509.

Resilient wedge valves shall incorporate a high strength cast iron wedge fully encapsulated with urethane rubber permanently bonded to the wedge. Wedge design shall incorporate two seating surfaces. Unless otherwise specified on the plans, all valve ends shall be flanged with drillings and flanges equal to the pressure rating of the pipe.

Unless otherwise shown on the plans or as approved by the Engineer, all connections shall be made with rubber gasket joints in accordance with AWWA C110 or AWWA C153.

Valve box covers shall read "SFWD" and are required to be approved by the Engineer.

Payment at the price bid per each unit shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

# Furnish and Install 8" Resilient Wedge Gate Valve:

The work under this item consists of providing and installing a new 8" resilient wedge gate valve. The bid item shall include providing and installing fittings/connections, constructing new concrete thrust blocks, excavation and slurry backfill, paving, traffic control and custom valve box covers. Valve pressure ratings shall equal the class of pipe unless otherwise indicated on the plans. The installation shall be in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards, and AWWA C-500 standards. All compression resilient seated gate valves shall conform to AWWA C509.

Resilient wedge valves shall incorporate a high strength cast iron wedge fully encapsulated with urethane rubber permanently bonded to the wedge. Wedge design shall incorporate two seating surfaces. Unless otherwise specified on the plans, all valve ends shall be flanged with drillings and flanges equal to the pressure rating of the pipe.

Unless otherwise shown on the plans or as approved by the Engineer, all connections shall be made with rubber gasket joints in accordance with AWWA C110 or AWWA C153.

Valve box covers shall read "SFWD" and are required to be approved by the Engineer.

Payment at the price bid per each unit shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

# Remove and Salvage Existing Hydrant & Abandon Assembly:

The work under this item consists of disconnecting, disassembling, abandoning, and salvaging obsolete hydrants and gate valves as shown on the plans, as specified herein, and in accordance with the Standard Specifications, City of San Fernando Water Works

Specifications and Construction Standards, and applicable AWWA standards. Salvaged parts shall be taken and deposited to the City yard.

Payment at the price bid per each unit shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

# Furnish and Install 6-inch Wet Barrel Hydrant Assembly:

The work under this item consists of providing, constructing, and installing a new 6-inch wet barrel hydrant, including connections; providing and installing main valves and fittings; abandoning gate valves; repairing concrete; excavating and backfilling trenches; providing temporary and permanent pavement; and removing and replacing concrete sidewalk at score lines as shown on the plans, as specified herein, and in accordance with the Standard Specifications, City of San Fernando Water Works Specifications and Construction Standards (Plate No. 11), and applicable AWWA standards. All hydrants require 1-34" operating nuts and caps.

Payment at the price bid per each unit shall be considered as full compensation for doing all work as specified above and no additional or separate compensation will be allowed therefor.

## Trench Paving:

The work under this item consists of placing AC pavement as shown on the plans in accordance with the provisions of Section 302-5, "Asphalt Concrete Pavement," of the Standard Specifications. The pavement leveling course shall be Class B2 PG-64-10 asphalt concrete. The pavement surface course shall be Class C2 PG-64-10 asphalt concrete. The asphalt concrete thickness shall be as specified on the plans. 6 inches of crushed miscellaneous base is required when native backfill is utilized.

Payment for trench paving restoration/replacement shall be included in the other items of work and no additional for doing all work as specified above, and no additional or separate compensation will be allowed therefor.

## SWPP BEST MANAGEMENT PRACTICES (BMPs)

#### General

The City of San Fernando is a co-permittee with 85 other cities in Los Angeles County under the National Pollutant Discharge Elimination System (NPDES) General PermitNumber CA0061654 (CI 6948) issued by the Los Angeles Regional Water Quality Control Board. All contractors for the City of San Fernando must comply with the following recommended practices, called Storm Water Pollution Prevention (SWPP) BMPs.

# **Best Management Practices**

Measures to retain all sediments, construction related wastes, spills, and residues on the construction site and keep them from entering any storm drains that lead, untreated, to the ocean must be employed. These measures are required to comply with federally mandated NPDES policy. As a minimum requirement under the permit, a list of BMPs must be utilized which include sediment control, site management and material and waste management. BMPs, however, will differ from one project to the next. It is our best opinion that the BMPs in bold highlight in the following table will apply to this project. These BMPs are included in the following pages.

Detailed	Roct	Manageme	nt	Dractices
veraneu	DESL	manaueille	! IL	Practices

1.	Dewatering Operations	4-3
	Paving Operations	
	Material Delivery and Storage	
	Hazardous Waste Management	
	Contaminated Soil Management	
	Concrete Waste Management	
	Seeding and Planting	
8.	Mulching	5-16
	Geotextiles and Mats	
	). Dust Controls	
	. Construction Road Stabilization	
	. Stabilized Construction Entrance	
13	. Sand Bag Barrier	5-71
14	Storm Drain Inlet Protection	5-79
	. Sediment Trap	
	Sediment Basin	

(1) All of the Best Management Practices are taken from the California Storm Water Best Management Practice Handbooks.

# • Best Management Practices

Payment for implementation and maintenance of BMPs shall be considered as included in the contract unit price for each item in the bid and no additional payment thereof.

#### WATER WORKS SPECIFICATIONS

## **MATERIALS**

# **GENERAL REQUIREMENTS**

This section discusses the materials involved in water pipeline systems and associated construction activities. The materials selected have been chosen for their strength, durability, and ease of maintenance. All materials, unless specifically approved otherwise, shall be domestic manufactured, new and unused.

Where applicable, American Water Works Association (AWWA) or other standards have been referenced and it shall be the responsibility of the developer/engineer/contractor to be familiar with those standards to insure compliance. Titles corresponding to the specific numbers are given in the reference section of the standards.

In some instances, particular manufacturers and product names have been mentioned as being approved. Other products may also have been mentioned as being approved. Other products may also meet the requirements, but must be first approved in writing by the Water Department. One factor that may be considered by the Water Department in utilizing any other products is the need for some degree of standardization.

If at any time the Water Department believes that the use of a specific product must either be halted or changed, the Water Superintendent has the authority to make the change providing the decision is based upon an engineering, performance, or maintenance evaluation.

# TESTING AND FINAL ACCEPTABILITY OF MATERIAL

The Water Department shall require such tests and Certifications as deemed necessary to show that the specified materials have been employed. Notwithstanding prior factory or yard inspections, the Director of Public Works/City Engineer shall have the right to reject any damaged or defective materials found on the job which will affect the durability or performance of the installation and order its removal from the site.

## MAIN LINE PIPE MATERIALS

Generally accepted pipeline materials for the City of San Fernando consist of either ductile iron pipe (DIP) or ML & C steel and copper services as described in this section.

The hydrostatic proof test for every piece of pipe shall be as follows:

Class	Sustained PSI
DR = 18 or Class 150	600
DR = 25 or Class 200	800

## A. Ductile Iron Pipe

# 1. Pipe.

The pipe shall conform to AWWA C151 for both quality and strength. Each pipe shall include the letters "DI" or word "Ductile" to indicate the pipe material.

## 2. Joints.

These shall be of the rubber gasket push-on joint type conforming to the requirements of AWWA C111 and being of the "Tyton" type.

# 3. Fittings.

Flange fittings shall conform to AWWA C110. Mechanical joint and push-on (Tyton Joint) fittings shall conform to AWWA C153.

# 4. Lining and Coating.

Unless otherwise approved, the internal surfaces shall be lined with a uniform thickness of cement mortar and then sealed with a bituminous coating in accordance with AWWA C104.

The outside surface shall be protected with a polyethylene encasement furnished and installed in accordance with AWWA C105.

# B. Steel Pipe

# 1. Pipe.

Steel pipe shall conform to the quality and strength requirements of AWWA C200 or as specified below. That standard pertains to electrically butt-welded straight-seam or spiral- seam pipe and to seamless pipe 6 inches (150mm) in diameter or larger. The steel shall conform to one of the following:

Table 3-1

Specification	Grade	Minimum Yield Point (PSI)
ACTM ACCO	Crede C	20,000
ASTM A238	Grade C	30,000
	Grade D	33,000
ASTM A570	Grade 30	30,000
	Grade 36	36,000
	Grade 40	40,000
	Grade 45	45,000

The stress in the steel pipe shall not exceed the higher of 15,000 psi or one-half the designated working pressure except that the following minimum thicknesses shall be used:

Table 3-2

Normal Inside Diameter Inches (mm)	Min. Thickness Inches	Max. Pressure* for Thickness Specified
8" (200 mm)	0.105 (12 gage)	394
10" (250 mm)	0.135 (10 gage)	405_
12" (300 mm)	0.135 (10 gage)	338
14" (350 mm)	0.135 (10 gage)	289
16" (400 mm)	0.135 (10 gage)	253
18" (450 mm)	0.179 ( 8 gage)	298

<sup>\*</sup>Assuming 15,000 psi stress and the formula below:

P = 2ST / D
where:
P = Pressure (maximum
working)
S = Allowable stress (15,000 psi or one-half
yield) T = Pipe wall thickness (inches)
D = Outside diameter
(inches)

The gages specified above consider the thicknesses required for welding as well as that required for external loads and a corrosion allowance.

Another factor for consideration in some steel lines is earth loads. AWWA Manual M-11 and Section 2.14 of those standards should be consulted in this regard.

The pipe shall be essentially round. The outside circumference shall not vary more than (plus/minus) 1.0 percent from the nominal outside circumference based upon the diameter specified (except for the ends that are discussed below).

The pipe shall not deviate by more than 1/8 inch from a 10ft. long straight edge held against the pipe.

The pipe lengths, generally 40 feet long, shall be furnished with a tolerance of (plus/minus) 2 inches. Random lengths shall be furnished in lengths averaging 29 feet or more, with a minimum length of 20 feet.

# 2. Pipe Ends.

Various end treatments can be supplied as discussed in AWWA C400 and briefly listed below:

- Ends for mechanical coupled field joints These are either plain, grooved, or banded.
- Ends for lap joints for field welding These shall have a bell end pressed or rolled without hammering. The surfaces shall be ground smooth. Joints shall permit a lap when the joint is assembled if at least 1½ inches.
- Plain end pipe These shall have a plain end right angle cut.

inches. Slot width shall be a maximum of ¾-inch. Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

# 86-8 PAYMENT

86-8.01 Payment. The second paragraph of Section 86-8.01, "Payment," of the State Standard Specifications, is superseded by the following:

Payment for inductive loops shall be included in the price bid for each inductive loop as shown on the Plans, and no additional compensation will be allowed therefor.

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- Beveled ends for field butt welding These, where specified, shall have a bevel that is 30 degrees (+5 degrees - 0 degrees) when measured from the pipe axis.
- Ends fitted with butt straps for field welding The butt straps may be made in halves or as complete cylinders.
- Bell-and-spigot ends with rubber gaskets These shall have bell ends which are made without hammering. Spigot ends shall be formed or fabricated to the required shape to retain the gasket. The gasket shall be designed and fitted as the sole element dependent upon to make the joint watertight. The gasket shall meet the requirements of AWWA C 400.
- Plain ends fitted with flanges.

The allowable tolerance at pipe ends is discussed in AWWA C400 and summarized below.

- For bell and spigot Clearance between O.D. of spigot and I.D. of bell shall be between 0.2 and 0.06 inches.
- For lap joint I.D. of bell shall be 1/32 to 3/16 inches greater than O.D. of spigot.
- For plain ends (including beveled or butt straps or flanges) O.D. within 4 inches of end shall be 1/16 inch or +1/8 inch from specified O.D.
- 3. Hvdrostatic tests.

Each pipe shall be tested by the manufacturer to a pressure greater than:

P = 2ST/D

Where S = 0.75 times the minimum yield strength of the steel and the other items are as discussed earlier.

4. Mortar Lining and Coating (ML & C).

Unless otherwise approved or as revised below, all steel pipe shall be mortar lined and coated in accordance with AWWA C205 which covers shop applied lining and coating. Cement shall be Type II, ASTM C150.

# Mortar Lining

Cement mortar lining shall be uniform in thickness except at joints or other discontinuities. Ends of lining hold back shall be as specified for the particular type of joint.

#### Table 3-3

# CEMENT MORTAR LINING THICKNESS

Normal Pipe Size Inche	Lining Thickness Inches	Toleranc e Inche
6" - 10"	5/16	-1/16 + 1/8
12"-16"	3/8	-1/16 + 1/8
18"	1/2	-1/16 + 1/8

It should be noted that the City requirements for thickness exceed those of the AWWA standard. Also, it should be noted that no wire fabric reinforcement is required for any lining of specials less than 24 inches in diameter.

## Mortar Coating

Cement mortar coating shall be a reinforced coating over all outside surfaces of the pipe and specials. The coating shall be of a uniform thickness except at joints or other discontinuities in the pipe. Ends of coatings shall be left square and uniform and the coating holdback shall be as specifies for the particular type of joint.

Table 3-4

CEMENT MORTAR COATING THICKNESS

Normal Pipe Size Inche	Cement Thickness	Toleranc e Inche
6" - 10"	1/2	0 + 1/8
12" - 16"	3/4	-0 + 1/8
18"	1	-0 + 1/8

It should be noted that the City requirements exceed those of the AWWA standard. Reinforcement for the coating of pipe section shall be one of the following as specified by the supplier:

- Spiral wire 15 gage @ max. 1 ¼ inch spacing with wire meeting ASTM A82.
- Wire fabric 2 x 4 steel wire mesh, 13 gage each way meeting ASTM A185.
- Ribbon mesh − 1 x 1 mesh of 18 gauge wire or 1½ x1½ mesh of 17 gauge wire, all meeting ASTM A82.

## **Field Joints**

The materials and construction methods for field joints shall be as discussed in Section 7.

5. Electrically Bonded Connections.

Two metal jumper rods are required to form an electrically bonded connection between all steel pipe joints that are not welded, except at insulation couplings called for on the plans.

The jumper rods shall be either 3/8" diameter rods or  $\frac{1}{4}$ " x  $\frac{1}{2}$ " bars. They shall be at least 7 inches long with an offset of  $\frac{1}{4}$  inch in the middle 3 inches. No welding shall take place in the middle 3-inch section.

6. Factory Tests and Inspection.

All materials shall be inspected and tested in a normal air-dry condition by the manufacturer prior to shipment for conformance to the stated requirements. The Water Department shall at all times have the right to inspect the work and materials in the course of manufacture and to make or witness such tests as required in these specifications, or as deemed advisable. In lieu of the preceding, the manufacturer shall upon request submit a certificate certifying that the materials meet the requirements of this specification. All testing will be done in recognized testing laboratories within the State of California approved by the Director.

7. Welded Joints.

One of each section shall be swaged out to form a female or bell end which shall permit the male or spigot end to enter approximately one inch with a clearance of approximately 1/32 inch. The spigot end shall be "sized" to permit it to enter the bell end of the adjacent distance it is to enter the bell end.

8. Butt Strap Closures.

The butt straps shall be the same thickness as the pipe wall but not less than 10 gauge, at least 10 inches wide and rolled to fit the outside cylinder diameter, and shall be centered over the ends of the pipe sections they are to join. A standard 5-inch pipe half coupling shall be shop welded to the top section of the butt strap to permit access for mortar lining the inside of the joint. The coupling shall be sealed with a standard 5-inch plug field welded to the coupling.

#### MAIN LINE FITTINGS

A. <u>Ductile Iron Flange Fittings</u>. These fittings shall meet the requirement of AWWA C110. All fittings shall be rated for 250 psi.

Ductile Iron Mechanical Joint and Push on Fittings. These fittings shall meet the requirement of AWWA C153. All fittings shall be rated for 350 psi.

The fitting types are as follows:

90 degree bend, 45 degree bend, 22 1/2 degree bend, 11 1/4 bend

Tees & crosses, reducers, caps & plugs, connecting pieces, flanged bends, flanged tees & crosses, flanged reducers.

Ductile-iron compact fittings, per AWWA C153, are allowed.

It should be understood that care must be exercised to not mix mechanical and flange joint ends since they will not mate. Section B discusses flange requirements.

B. <u>Flanges, Bolts & Gaskets.</u> They shall be flat-faced and meet the requirements of AWWA C207 and should be AWWA standard steel hub flanges, Class E (275 psi) (these flanges

meet ANSI B-16.5). The flanges shall be marked with the size, name or trademark of manufacturer and with the AWWA class, i.e., "E".

Bolts and nuts shall be stainless steel type 316.

Gaskets shall be of the drop-in gasket type, 1/8" thick.

Table 3-5

Pipe Size	Bolt Hole Diameter	Bolt Dia. & Length Inche	No. of Bolts
4"	3/4"	5/8" x 3"	8
6"	7/8"	3/4" x 3 1/2"	8
8"	7/8″	3/4" x 3 1/2"	8
10"	1"	7/8" × 4"	12
12"	1"	7/8" x 4"	12
14"	1-1/8"	1" x 4 ½"	12
16"	1-1/8"	1" x 4 ½"	16
18"	1-1/4"	1-1/8" × 5"	16

The inherent problem with flanges is that they are rigid and do not provide flexibility. Two keys to their installation are 1) uniform tightening of the bolts, and 2) prevention of bending or torsional strains. Proper anchorage is important to meet the latter objective.

C. <u>Mechanical Joint Fittings</u>. This is a bolted joint of the stuffing box type. Each joint has a bell provided with an exterior flange having bolt holes or slots, and a socket with gaskets to receive the plain end of the pipe or fitting. Instead of the standard mechanical joint accessories, a 1400 Ford/Uni-Flange wedge action retainer gland for Ductile Iron Pipe shall be used.

The mechanical joints shall meet AWWA C111. That standard covers the joint as well as gaskets and bolts.

Table 3-6

Pipe Size	No. of Bolts	Bolt Diameter & Length
4"	4	<sup>3</sup> / <sub>4</sub> " × 3 ½"
6"	6	3/4" × 3 1/2"
8"	6	<sup>3</sup> / <sub>4</sub> " × 4"
10"	8	<sup>3</sup> / <sub>4</sub> " × 4"
12"	8	<sup>3</sup> / <sub>4</sub> " × 4"
14"	10	<sup>3</sup> / <sub>4</sub> " x 4 <sup>1</sup> / <sub>2</sub> "
16"	12	3/4" x 4 1/2"
18"	12	3/4" x 4 1/2"

D. Flexible Couplings. These are designed to connect plain end pipes with a mechanical

compression joint to provide a stress relieving, flexible, leak proof joint. They can be ordered in steel or cast iron pipe sizes. The couplings shall either be Ford FC2A or Romac 501.

- E. <u>Transition Couplings.</u> These are used to connect pipes of the same nominal size but different materials. AC steel and PVC pipes can be connected to one another. Approved are the Ford FC2A and Romac 501.
- F. <u>Flanged Coupling Adapters.</u> These are used to connect plain end pipe to flanged valves, pumps, meters, etc. They eliminate the need for both a flanged spool and coupling. Generally, they are available in sizes through 12 inches. Approved are Ford FFCA cast iron, Romac FCA501 cast iron or 913 steel flanged coupling adapters.
- G. <u>Insulating Couplings</u>. These are used to stop the flow of electric current across the joint by means of an insulating boot. Approved are the Ford FC2A/F1B and the Romac IC501 insulating couplings.
- H. <u>Special Steel Pipe Fittings.</u> AWWA C208 covers special fittings such as elbows, tees, crosses, reducers, etc., and should be consulted for a specific application.

#### **SERVICE LINE MATERIALS AND FITTINGS**

The materials covered in this section include the service line pipe, corp stop and saddles as well as the valves inside the meter box. Where specific manufacturers' products are listed, it should be understood that other products that are equivalent may be used if approved in writing by the Water Superintendent. Also, see Plate Nos. 19 through 22 for typical installations. This section is written as if the minimum service line size is 1 inch.

- A. <u>Copper Pipe</u>. Copper pipe material is approved for all service lines from 1 inch through 2 inches. The pipe shall be Type K soft copper tubing. Solder fittings shall be soldered with solder containing no lead; instead, it shall be a blend of copper phosphorous and silver.
- B. <u>Service Saddles</u>. These shall be double strap type made of bronze with bronze nuts. The thread will be corporation. They shall be Ford 202B or equal.
- C. <u>Corporation Stops</u>. These will be bronze with corporation thread on inlet side. 2-inch corporation stops shall be of the ball valve type.

Table 3-7

Service Pipe	Corporation Stop Outlet	Corporation
1" copper	Compression	Ford FB1000-4
2" copper	Compression / Copper Tubing	Ford FB1000-7

D. <u>Angle Meter Stop</u>. These shall be bronze and in the 1-inch size they shall be an angle ball meter stop with lock wing. In a 2-inch size they shall be a flanged angle meter stop. Refer to the table below.

Table 3-8

Service Line	Angle Meter	Inlet	Outlet	Туре
1" copper	Angle Ball	Compression	Meter coupling nut	Ford BA43-342W Ford BA43-444W
2" copper	Angle Ball	Compression	Flanged	Ford BFA43-777W

<sup>\*</sup>For a  $5/8 \times 3/4$ " meter use a  $1 \times 3/4$ " angle meter stop and for a 1" meter use a 1" angle ball meter stop.

E. <u>Customer Hand Valve</u>. These are to be bronze ball valves with a customer handle. The outlets are always female iron pipe threads. Refer to the table below.

Table 3-9

Meter Size	Inlet	Outlet Size	Туре	
5/8" x <sup>3</sup> / <sub>4</sub> "	34" meter coupling nut	1"	Ford B13-432W-HB34S	
1"	1" meter coupling nut	1"	Ford B13-444W-HB34S	
11/2"	Flanged	11/2"	Ford B13-666W-HS4	
2"	Flanged	2"	Ford BF13-777W-HS4	

## 6. METER BOXES AND VALVES

The meter boxes for  $5/8" \times 3/4"$ , 1",  $1 \frac{1}{2}"$  and 2" meters shall be concrete with a concrete cover and rectangular concrete reading lid according to the following:

Table 3-10

Meter Size	Box (Inside	Model Numbers	
3/4"	10" x 17"	Brooks Products 37s	
1"	121/2" x 22"	Brooks Products 38	
1½" or 2"	17" × 30"	Brooks Products 66s	

In the above, the Brooks designation "S" refers to the concrete cover and reading lid. The same requirement applies to Quickset meter boxes.

Traffic lids are not generally approved since the meter boxes should be placed outside the traveled right-of-way, including driveways. Where no other alternative is available and the meter box will be used in the traveled right-of-way, then a steel traffic lid shall be used. Again it must be emphasized that the engineer is expected to place the meter boxes so that they are outside of driveways.

The angle meter stops and customer hand valves that are placed inside the valve box are discussed in the previous section of service lines.

The Water Department crews will install the meter. A temporary jumper of either PVC or galvanized

<sup>\*\*</sup>For a 2" service and 1 1/2" meter, a 2" meter stop is used with a bronze adapter.

iron pipe shall be installed pending installation of the meter.

#### 7. WATER METERS

Water meter types and manufacturers shall be selected by the Water Superintendent and installation shall be by the Water Department. Section 12 herein discusses general meter types.

#### 8. MAIN LINE VALVES

## A. <u>Butterfly Valves</u>.

- 1. General. Butterfly valves shall be tightly closing, rubber-seated valves conforming to AWWA C504. Valves must be Class 150-B designed for tight shut-off up to 150 psi. Valve disc shall rotate 90 degrees from fully open to tightly closed position.
- 2. Valve body shall be cast iron with integrally cast mechanical joints, ends for the pipe or flanged ends.
- 3. Valve operators shall be of the manual traveling nut type. Operators shall be equipped with a 2" AWWA square operating nut. They shall be sealed and gasketed and lubricated for underground service. The operator shall be capable of withstanding an input torque of 450 ft.-lbs. at extreme operator position without damage.
- 4. Painting. See section 15 herein. All interior metal surfaces shall be epoxy coated.
- 5. Marking. The manufacturer shall show on the valve the valve size, manufacturer, class and year of manufacture.
- Approved valves shall be Pratt Groundhog.
- 7. Number of turns to open or close is as follows:

**Table 3-11** 

Valve Size	Pratt Groundhog Number of turns		
6"	27		
8"	27		
10" & 12"	32		
14" & 16"	30		
18" & 20"	40		

# B. Gate Valves.

- Valves shall conform to AWWA C509-80, standard for resilient seated gate valves.
- Wedge shall be constructed of ductile iron, fully encapsulated in synthetic rubber except for guide and wedge nut areas.

- Wedge rubber shall be molded in place and bonded to the ductile iron portion, and shall not be mechanically attached with screws, rivets, or similar fasteners.
- Wedge shall seat against seating surfaces arranged symmetrically about the centerline
  of the operating stem, so that the seating is equally effective regardless of the direction
  of pressure unbalance across the wedge.
- All seating surfaces in body shall be inclined to the vertical at a minimum angle of 32 degrees (when stem is in a vertical position) to eliminate abrasive wear of rubber sealing surfaces.
- Stem shall be sealed by at least two O-rings; all stem seals shall be replaceable with valve wide open and while subjected to full rated pressure.
- Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can lodge and prevent closure or sealing.
- Valve body and bonnet shall be epoxy coated, inside and out.
- Current approved valves are manufactured by American Flow Control / AFC.
- Full 10-year money back manufacturer's guarantee.

# C. Plug Valves.

- 1. General. Plug v alves a re t o be used where the water main p ressures are expected to exceed 150 psi or where required by the Water Superintendent. They shall be pressure lubricated, venturi pattern type with flanged ends.
- 2. Valve operators. When located below ground, they shall be spur gear operated with watertight gear housings, lubricant pipe and road box. When located above ground or in vaults, they shall be worm gear operated. Outside locations shall include watertight gear housings.
- 3. Painting. See section 15 herein.
- 4. Marking. The manufacturer shall show the manufacturer's name or mark, the year of manufacture, valve size and the designation of working pressure.

# D. Tapping Sleeves and Valves.

- 1. Tapping valve. These shall meet all of the requirements under resilient seated gate valves in the preceding section with the exception of items such as oversized seat rings to allow entry of the tapping machine cutter.
- 2. Painting and Coating. See section 15 herein.
- E. <u>Valve Stacks and Covers</u>. The valve stack shall be Schedule 40 PVC pipe 8-inches in diameter (See Plate 8).

The valve box cap shall be of the heavy duty, long body type. Approved is:

Alhambra Foundry A-29608 (8 inches). The valve caps shall be painted blue.

# 9. COMBINATION AIR RELEASE ASSEMBLIES (PLATE NOS. 14 & 15)

A. <u>Mechanical Assembly.</u> As discussed in Section 2.8, the combination air release assembly has both the features of an air release valve and an air and vacuum valve. Both units shall be housed in a cast iron body and all internal parts such as the float, bushings, level pins, seat and baffle shall be either stainless steel or brass as furnished by the manufacturer. All assemblies shall be rated at 300 psi maximum operating pressure.

Approved assemblies are as follows:

Size	APCO Valve No.	Height	Cla-Val Design	Crispen Model Design
1"	143C	10"	361-CAV564.3	U10
2"	143C	12"	362-CAV332.3	U20
3″	147C	15"	363-CAV332.3	U30
4"	149C	17"	364-CAV332.3	U40

<sup>\*</sup>Used only where working pressure under 125 psi for 1" and 165 psi for large sizes. The inlet threads shall be iron pipe threads of the same size as the valve.

- B. Metal Housing or "Can". Shall be per Plate Nos. 14 and 15.
- C. <u>Service Lines</u>. Type K soft copper per Section 3.5. There shall be a corp stop at the main per Section 3.5.
- D. <u>Ball Valves</u>. Ford B11-777 with a female iron pipe thread on each end and tee head. E. <u>Guard Posts</u>. See section 17 herein.

# 10. BLOW-OFF ASSEMBLIES (Plate Nos. 112 & 13)

- A. 2-Inch Blow-Off. Reference Plate No. 12. Materials shall be as follows:
  - 1. Service Line Type K copper Section 3.5 with a corp stop and saddle at main per section 5 herein.
  - 2. 2" Ball Valve Ford B41-777 with female iron pipe thread on each end and tee head PJCTS x FIP
  - 3. Vault The same as for a meter installation up to 1". See section 5 herein.
  - 4. Plastic Plug This shall protect top of ball valve.
- B. 4-Inch Blow-Off. Reference Plate No. 13. Materials shall be as follows:
  - 1. 4" Valve Butterfly valve per section 8 herein.

- 2. Flanged Spool Made of ductile iron per Section 3.4.
- 3. 4" Brass Nipple
- 4. 4" Angle Hydrant Valve Approved is Jones J344-HP all bronze wharf hydrant with 4" iron pipe thread inlet and one 2 ½" outlet.
- 5. Vault concrete box with cast iron cover. Approved are Brooks 72 PB which is 17" x 41" or Quickset W44 which is 16" x 44". Both shall have cast iron covers.
- 6. Guard Posts Required where an above ground blow-off is located in undeveloped areas.

# 11 FIRE HYDRANT ASSEMBLIES (Plate No. 11)

Approved fire hydrants are the Clow Ranger, 950, 960.

- Hydrant flanges shall contain six equally spaced bolt holes of ¾ inch diameter on a 9-3/8 inch diameter.
- All hydrants shall be permanently marked with the manufacturer's name and the year of manufacture.
- Caps shall be metal-type.
- A. <u>Hydrant Lateral</u>. Thrust block sizes are covered in Plates 17 and 18. Where the fire hydrant also serves as a blow-off, the tee in the line shall be a "bottom outlet tee" specially made so that the flow will scour the bottom of the main line.
- B. <u>Hydrant Valve.</u> Shall be a 6-inch resilient wedge gate valve. C. Painting. See section 15 herein.
- D. <u>Spools and Bury.</u> As shown on Plate No. 8, a 6 x 6 flanged extension spool shall be used between the bury and fire hydrant. The spool shall be made of cast or ductile iron. It shall also be painted in accordance with that Section.
  - Hydrant burys shall be a 6-inch inside diameter and made of cast iron conforming to ASTM A-126. The burys shall be one piece with the top having a flange drilled with 6 holes to receive the extension spool or hydrant. The bottom shall have a 90 degree bend. In the event the hydrant lateral is PVC then the bury end shall be a push joint or mechanical joint fitting. Burys are generally available in 30", 36", 42", and 48" lengths. An approved product is "Clow Hydrant Burys."
- E. Bolts. Alloy steel break-off bolts shall be used to attach the fire hydrant to the extension spool.
- F. Bottom Outlet Tee. Where fire hydrants are at low spots in the pipeline and essentially are also performing as a blow-off, a bottom outlet tee shall be substituted for the regular tee to facilitate flushing.

G. Mains to Fire Hydrants. Separate lines used only for fire hydrants shall be a minimum of 8 inches in diameter. Actual size to be determined by Water Superintendent.

#### 12. PIPE TRENCH MATERIALS

Refer to Plate No. 3 for trench cross-section terminology.

A. <u>Within Pipe Zone</u>. The pipe zone extends from the bottom of the trench to 12 inches above the top of the pipe. The material with this zone shall be a clean, well graded imported sand and shall be saturated with water for compaction. The sand sizes will be in the following ranges:

Sieve Size	Percent Passing		
No. 4	100		
No. 8	80 - 95		
No. 200	0 - 10		

- B. <u>Above Pipe Zone.</u> The materials shall conform to the requirements of the City's Public Works Department or the State of California Division of Highways, requirements. In the absence of stricter requirements, the material above the pipe zone shall be native material that does not contain rocks larger than 6 inches and shall be made so graded that at least 40 percent of the material passes the No. 4 sieve.
- C. <u>Special Slurry Backfill</u>. The Engineer may require no less than one sack cement per cubic yard trench backfill slurry above the pipe zone for pipelines laid in paved streets. However, where the new water main location is within 10 feet of a sewer main, two sack cement per cubic yard shall be used.

## 13. CONCRETE MATERIAL

Approved concrete material shall be based on the 28-day compressive design strength and shall be chosen according to the following chart showing its intended use:

Class	Application	28 day Compress Strength	Maximum Aggregat e Size	Slump Min. (inches	Slump Max. (inches
A	Walls, structures and reinforced structural encasement	3,500	11/2"	3	6
В	Thrust blocks, non- reinforced pipe encasement, non- structural use	3,000	11/2"	2	6
С	Pump mix for abandoning lines	1,000	3/8″		iate for iping

## 14. REINFORCING STEEL

- A. <u>Bar Reinforcement.</u> Shall be Grade 40 minimum deformed bars conforming to ASTM A615, accurately placed securely in position. Where bars are spliced they shall be lapped at least twenty (20) diameters or butt welded, except where otherwise shown on the plans.
- B. <u>Mesh reinforcement</u>. Mesh reinforcement shall conform to the requirements of ASTM A185; wire gauge and mesh dimension will be shown on the plans.

#### 15. PAINTING

- A. <u>General</u>. All paint colors shall be as specified by the Water Superintendent. Paints shall be delivered to the job site in original, unopened cans or packages bearing the brand name and manufacturer's name. Paints specified shall be used unless specific written approval is obtained in advance to use other products.
- B. Specific Material Requirements
  - 1. <u>Fire Hydrants.</u> Use paint as called in Plate 11 or Rustoleum enamel. If hydrants are bronze, the first etch with Kopper's 40 passavator and coat with Kopper's PUG primer. The procedure is to first degrease metal surfaces with Kopper's thinner 2000. Then Kipper's 622 rust-penetrating primer or Kopper's PUG primer should be used before the finish coats. Two finish coats are required.
    - <u>Combination Air Release Cans.</u> These shall be painted as follows: Use Kopper's 30 metal conditioner (1 coat), Kopper's PUG primer (1 coat) and Hy-Lux Balboa Beige, Baja Beige #1105A or as approved for the particular installation.
  - 3. Cast Iron Valves, Fitting & Miscellaneous Metal (except bronze). Exterior surface to receive 2 coats of Kopper's bitumastic No. 50 (15 mil each).

In addition to the bitumastic coating, encapsulate all exterior surfaces including nut and bolts with a 10 mil layer of plastic film wrap described in "C" below.

The interior of valves with the exception of bronze and working parts (see exceptions below) shall be coated with 100 percent solids, catalytically setting epoxy which is manufactured for use in the interior of potable water systems. The fusion method of coating 100 percent solid epoxy is acceptable. The two components shall be of different colors to aid in complete mixing. The epoxy lining shall be factory applied and field applications will not be allowed.

Exceptions to the above policy for interior coating require written approval in advance of delivery to the jobsite.

Fittings shall all be cement mortar lined or epoxy lined.

4. <u>Steel Surfaces.</u> Use one shop coat of rust penetrating Kopper's #622 and one field coat of PUG primer. Finish coats for inside locations to be 2 coats of Kopper's Ponkote 300 (epoxy ester). Finish coats for outside locations to be 2 coats of Kopper's Glamortex #501 enamel (alkyd).

Cast iron and other bitumen coated metals located above ground and/or in vaults shall receive two coats of Kopper's Inertol Tar Stop (synthetic resin with 48 hours drying time between coats). Finish coats in pressure regulating station vaults and other inside locations except meter vaults shall be two coats of Kopper's Ponkote 300 (epoxy ester). Finish coats for outside locations shall be two coats of Kopper's Glamortex #501 enamel (alkyd).

5. <u>Concrete and Masonry.</u> Exterior surfaces shall receive one coat of Kopper's block sealer, or Dutch Boy block coater No. 30W01; one coat of Dutch Boy Nalprep No 019; and one coat of Dutch Boy Nalcrete, or two coats Kopper's #600 exterior (acrylic emulsion).

Exterior surfaces below ground shall receive two coats of Kopper's Bitumastic Super Service Black, 12 mils/coat, or approved equivalent.

Interior above ground surfaces shall receive one coat of Dutch Boy Masonry Vinyl Speed Primer No. 30W10 or Kopper's surfacers, and one coat of Dutch Boy Masonry Vinyl No. 32W11, or Kopper's 601 Interior.

Interior below ground surfaces, such as in pressure reducing stations and lift stations, shall receive a cementitious seal coat of Kopper's Inertol Patching compound. After at least three days, two coats of Kopper's #600 Exterior (acrylic emulsion) shall be applied.

6. <u>Wood.</u> Exterior locations shall receive one primer coat and two finish coats. Primer shall be one coat of Kopper's Glamortex #501 Enamel (alkyd) thinned 20%. Finish shall be two coats of Kopper's Glamortex #501 Enamel (alkyd).

Interior wood surfaces shall receive one primer coat and two finish coats. Primer shall be one coat of Kopper's #625 Undercoater. Finish coat shall be two coats of Kopper's Glamortex #501 Enamel (alkyd).

C. <u>Plastic Film Wrap</u>. This wrap shall be used around all buried valves, bolted flanges and other fittings. The polyethylene film shall be of virgin polyethylene as produced from DuPont Alathon resin and shall meet the requirements of ASTM Designation D 1248 for Type 1, Class A, Grade E-1, and shall have a flow rate or nominal melt index of 0.4 g/min. maximum.

The polyethylene film shall be 6 mils in thickness. The length shall be sufficient to firmly attach the film to the pipe one either side of the valve, flange or fitting. The following minimum flat sheet widths shall be used for the specified valve sizes:

Nominal Valve or Flange Size	Minimum Flat Sheet Width
4"	24"
6"	24"
8"	24"
10"	30"
12"	36"

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16"	48"
18"	48"

At the contractor's option, tubular material may be purchased and cut with one side to fold out to the required width.

Tape for securing the polyethylene wrap shall be 2 inch wide adhesive tape such as Polyken No. 900 (Polyethylene), Scotchrap No. 5 (Polyvinyl), or approved equal. The tape shall be such that the adhesive will bond securely to both metal surfaces and polyethylene film.

#### 16. MARKER POSTS

In easements or where required on the plans, marker or guard posts shall be installed per the requirements of the Water Department. Where no vehicular traffic could be anticipated, the posts shall be  $4'' \times 4'' \times 5' \times 6''$  dense structural grade redwood surfaced on all four sides and chamfered on the top. They shall be set into the ground 2'6''.

Where vehicular traffic could disturb the post or where its primary function is as a guard post, the material shall be 4" diameter, standard weight galvanized steel pipe, 5'-6" in length. Set the post 2'-6" below ground in a concrete base of not less than 18" in diameter.

Unless otherwise approved, marker posts shall be painted "school bus yellow with blue top" per section 15 herein.

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#### **SPECIAL PROVISIONS**

#### SIGNING, STRIPING, AND PAVEMENT MARKERS

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the 2010 Caltrans <u>Standard Plans</u>, and <u>Standard Specifications</u>, Section 56, "Signs," Section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers," unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

#### **SECTION 56 - SIGNS**

#### 56-4 ROADSIDE SIGNS

56-4.03 Construction. Relocated signs shall be installed using existing posts at new locations and shall be set at a minimum 30-inch depth and at a minimum 12-inch square portland cement concrete (PCC). The post depth of the concrete footing shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

New signs shall be installed using metal posts set at a minimum of 30-inch depth in a minimum 12-inch square PCC, except as specified otherwise, the metal post shall be a 2-inch square, galvanized steel "Quick Punch" post. The length of the metal post shall be sufficient to extend from the top of the sign to 30-inches below the top of the concrete footing and provide a 7-foot clearance between the finished grade and the bottom of the sign. The depth of the concrete footings shall be sufficient to extend at least 6-inches below the bottom of the posts. ¼-inch expansion paper shall be placed between the sign foundation and sidewalk.

Marker and delineators shall conform to the provision in Section 82, "Markers and Delineators."

56-4.04 Payment. Payment for signing shall be included in the bid price for signing and striping, and no additional compensation will be allowed therefor.

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#### SECTION 84 - TRAFFIC STRIPES AND PAVEMENT MARKINGS

#### 84-1 GENERAL

84-1.02 Materials. Traffic stripes, pavement markings, crosswalks, and arrows shall be thermoplastic unless otherwise shown on the Plans. Curb markings shall be paint, 2 coats. Contractor shall repaint all curb markings within the project limits.

84-1.03A Tolerances and Appearance. 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.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," and Section 15-2.02D, "Remove Pavement Markers," of the State Standard Specifications.

#### 84-2 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

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84-2.02 Materials. Traffic striping shall be thermoplastic including crosswalks, arrows and other pavement legends.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 85, "Pavement Markers." Epoxy shall be the Rapid Set type.

84-2.04 Payment. Payment for striping details, pavement markings, and curb marking shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

#### 84-3 PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-3.02 Materials. Paint for curb markings shall be ready-mixed rapid dry type.

84-3.03 Construction. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

84-3.07 Payment. Payment for striping details, pavement markings, and curb marking and repainting existing painted curb shall be included in the price bid for signing and striping, and no additional compensation will be allowed.

#### SECTION 85 - PAVEMENT MARKERS

85-1.03C Epoxy Adhesive. Adhesive for raised pavement markers shall be rapid set type epoxy.

Removal of pavement markers shall be per Section 15-2.02D, "Remove Pavement Markers."

85-1.04 Payment. Payment for pavement markers shall be included in the lump-sum price bid for signing and striping, and no additional compensation will be allowed therefor.

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#### **SPECIAL PROVISIONS**

#### **ELECTRICAL SYSTEMS**

All equipment, materials, and components for traffic signal loop replacement shall conform to the 2010 Caltrans <u>Standard Plans</u> and <u>Standard Specifications</u>, Section 86, "Signals, Lighting, and Electrical Systems," except as noted in the Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, 916-445-3520.

#### 86-2 MATERIALS AND INSTALLATION

86-2.08 Conductors and Cables.

86-2.08C Circuit Conductors. Circuit conductors shall be THW type.

86-2.09 Wiring.

86-2.09E Splice Insulation. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

#### 86-5 DETECTORS

86-5.01A Inductive Loop Detectors. Vehicle detectors shall be of the inductive loop, Type E and bicycle detectors shall be of the inductive loop, Type D.

86-5.01A(3) Construction Materials. Loop detector wire shall be Type 2.

Loop detector lead-in cable shall be Type B.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 11/2-

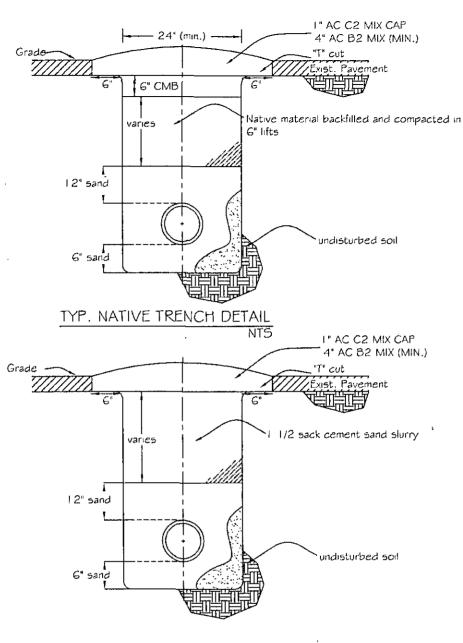
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Plate No. 25	Blank
Plate No. 26	Blank
Plate No. 27	Blank
Plate No. 28	Blank
Plate No. 29	Gate Valve (Typical) City of San Fernando
Plate No. 29A	Gate Valve (Typical) City of San Fernando
Plate No. 29B	Specifications Resilient Seated Gate Valves
	•



## TYP. INTERSECTION TRENCH DETAIL NTS

- I. NO BACKFILLING WILL OCCUR UNTIL INSPECTED BY THE CITY.
- 2. STANDARD DEPTH OF COVER IS 36-INCHES MINIMUM TO TOP OF PIPE FOR NORMAL 6-INCH AND 8-INCH DIAMETER PIPE AND 42 INCHES MINIMUM FOR 10-INCH AND LARGER DIAMETER PIPE.
- 3. EXCAVATED TRENCHES SHALL BE OF MINIMUM WIDTH FOR PROPER PIPE LAYING.
- 4. SAND MUST BE CONSOLIDATED BY JETTING.

	CITY OF SAN FER	CNANDO
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE	TYPICAL TRENCH SECTION

#### BASIC SEPARATION STANDARDS

The "California Waterworks Standards" sets forth the minimum separation requirements for water mains and sewer lines. These standards, contained in Section 64630, Title 22. California Administrative Code, specify: Parallel Construction: The horizontal distance between pressure water mains and sewer lines shall be at least 10 feet.

Perpendicular Construction: Pressure water mains shall be at least 1 foot above sewer lines where these lines must cross.

Water Mains and sewer lines must not be installed in the same trench.

#### SPECIAL PROVISIONS

Sewer lines shall not be installed within 25 feet horizontally of a low head (5 psi) waster main. New water mains and sewer mains shall be pressure tested where the conduits are located 10 feet apart or

1855.

In the installation of water mains or sewer lines, measures should be taken to minimize disturbances of the existing line. Disturbances of the supporting base of this line could eventually result in failure of the existing pipeline.

#### EXCEPTIONS TO BASIC SEPARATION STANDARDS

Construction criteria for sewer lines or water mains where the "Basic Separation Standards" cannot be attained. There are basically two situations encountered:

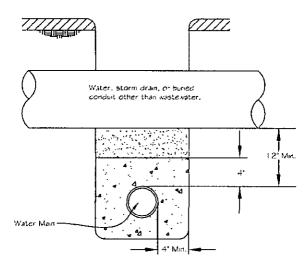
CASE 1 -- New sewer line - new or existing water main.

CASE 2 -- New water main - existing sewer line.

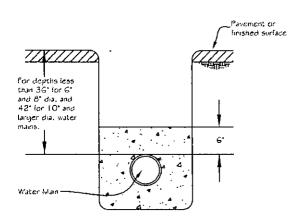
	CASE I
ZONE	SPECIAL CONSTRUCTION REQUIRED FOR SEWER
A	Sewer lines parrallel to water mains shall not be permitted in this zone without approval from the responsible health agency and water supplier.
В	A sewer fine placed parallel to a water main shall be constructed of:  1. Class 4000, Type II, asbestos-cement pipe with rubber gasket joints.  2. Plastic sewer pipe with rubber ring joints (per ASTM D3034) or equivalent.  3. Ductile iron pipe with compression joints.  4. Reinforced concrete pressure pipe with compressive joints (per AWWA C302-74).
С	A sewer line crossing a water main shall be constructed of:  1. Ductile iron pipe with hot dip bituminous coating and mechanical joints.  2. A continuous section of Class 200 (DR 14 per AWWA C900) plastic pipe, or equivalent, centered over the pipe being crossed.  3. A continuous section of roinforced concrete pressure pipe (per AWWA C302-74) centered over the pipe being crossed.  4. Any sewer pipe within a continuous sleeve.
D	A sewer line crossing a water main shall be constructed of:  1. A continuous section of ductile iron pipe with hot dip bituminous coating.  2. A continuous section of Class 200 (DR 14 per AWWA C900) plastic pipe or equivalent, centered over the pipe being crossed.  3. A continuous section of reinforced concrete pressure pressure pipe (per AWWA C302-74) centered over the pipe being crossed.  4. Any sewer pipe within a continuous sleeve.  5. Any sewer pipe separated by a 10 foot by 10 foot, 4 inch thick reinforced concrete slab.

	CASE 2
ZONE	SPECIAL CONSTRUCTION REQUIRED FOR WATER
Α	No water mains parrallel to sewer shall be constructed without approval from the health agency.
В	A sewer line placed parallel to a water main shall be constructed of :  1. Ductile iron pipe with hot dip bituminous coating.
С	If the sewer crossing the water main does not meet the Case 1, Zone C requirements, the water main shall have no joints in Zone C and be constructed of ductile iron pipe with hot dip bituminous coating.
D	If the sewer crossing the water main does not meet the Case 1. Zone D requirements, the water main shall have no joints within 4 feet from either side of the sewer and shall be constructed of ductile iron pipe with hot dip bituminous coating.

CITY OF SAN FERNANDO			
CUBMITTED	DATE	CONSTRUCTION STANDARDS	
APPROVED	DATE	Separation Requirements for Water and Sewer Lines	



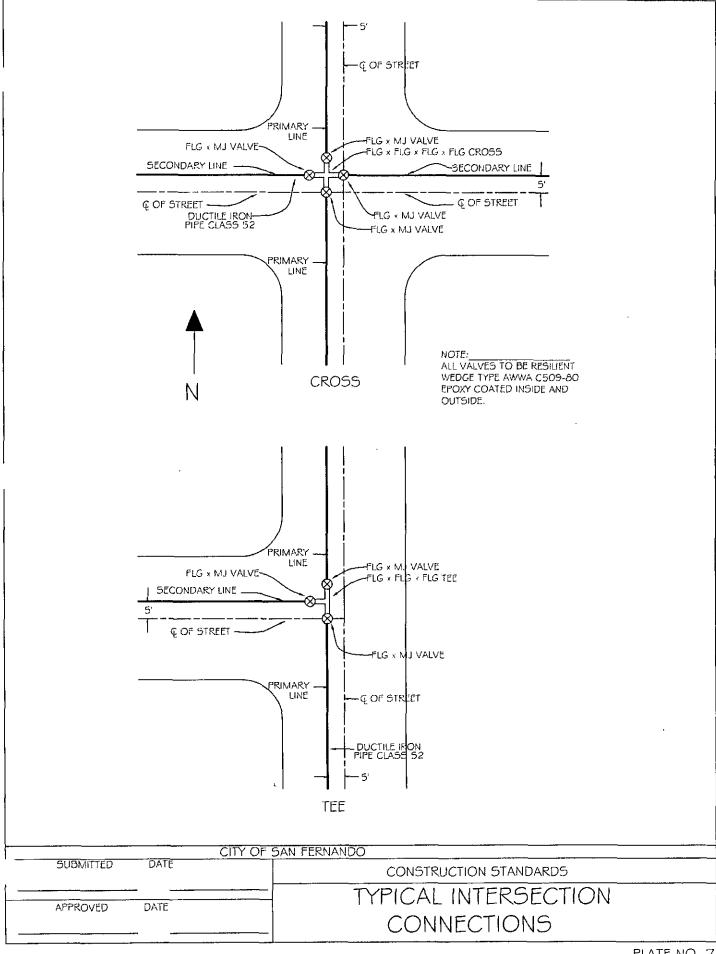
## ENCASEMENT NEAR OBSTRUCTIONS NTS

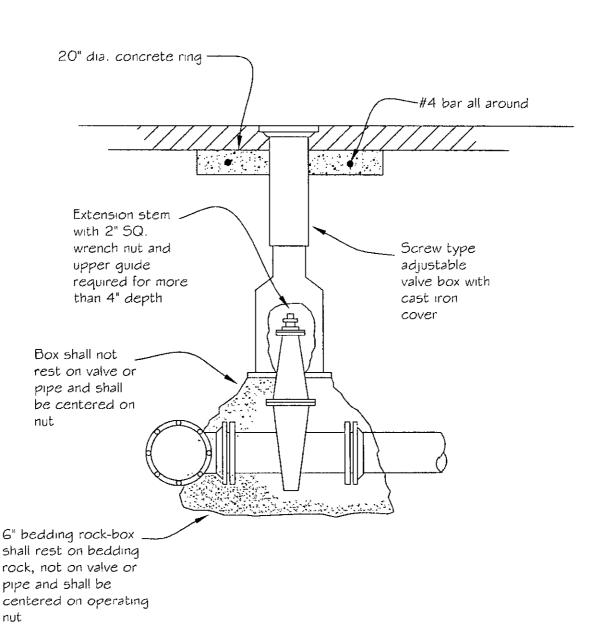


## ENCASEMENT FOR COVER LESS THAN MINIMUM

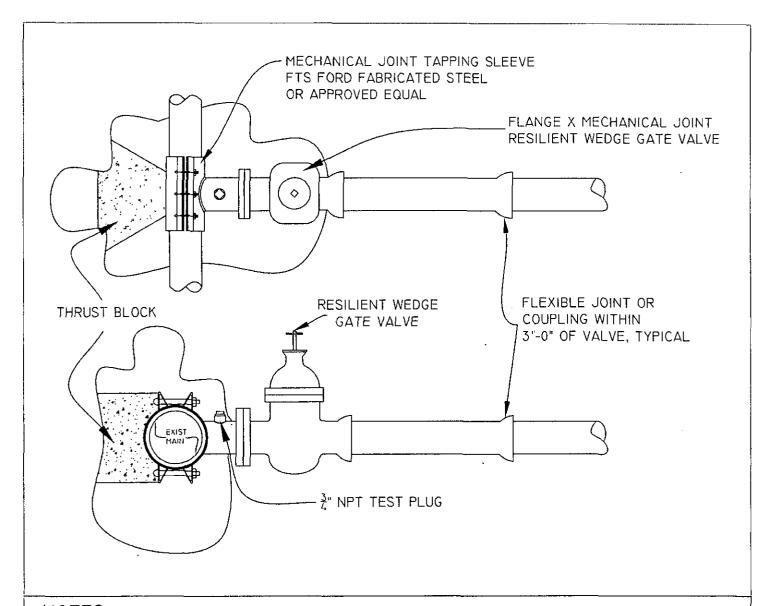
- I. SEE PLATE 3 FOR TYPICAL TRENCH SECTION.
- 2. SEE PLATE 4 FOR SPECIAL CONSIDERATION IN DEALING WITH WASTEWATER LINES CROSSING.
- 3. CONCRETE STRENGTH SHALL BE 3000 PSI.
- 4. ENCASEMENT SHALL EXTEND BEYOND THE EDGE OF OBSTRUCTION IN BOTH DIRECTIONS A DISTANCE EQUAL TO THE SEPARATION DISTANCE BETWEEN THE WATER MAIN AND THE OBSTRUCTION.
- 5. PROVIDE ONE LAYER OF 15# FELT AS A BOND BREAKER AROUND PIPE AND COUPLINGS ALONG THE FULL LENGTH OF THE CONCRETE ENCASEMENT.

CITY OF SAN FERNANDO		
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE .	ENCASEMENTS PIPELINE





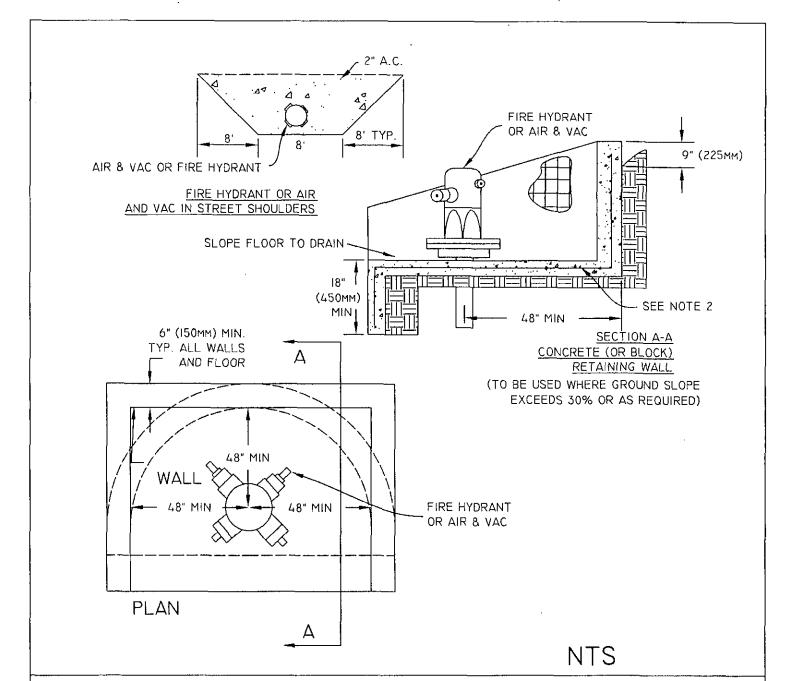
	CITY OF SAN FERI	NANDO
CUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE	VALVE BOX INSTALLATION



#### NOTES:

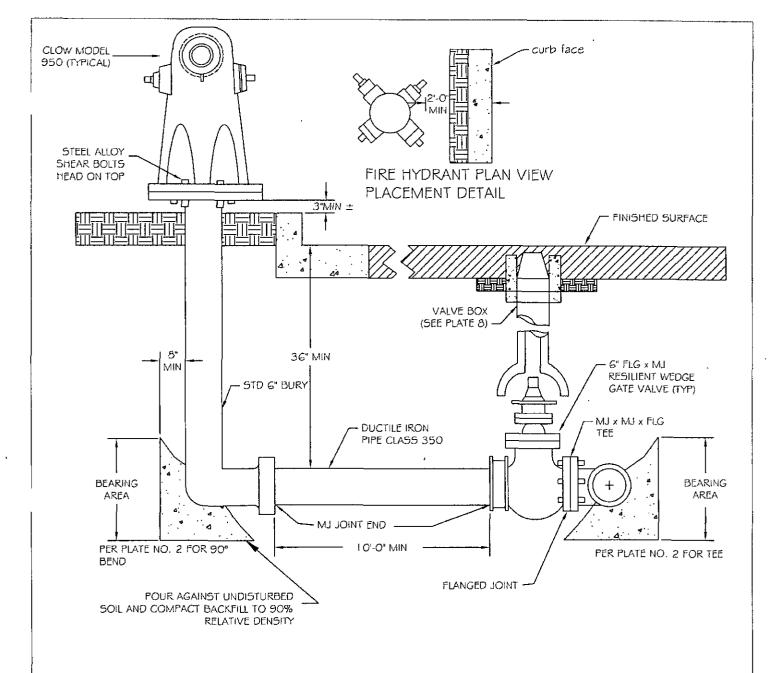
I. REFER TO SECTION 3.8 "MAIN LINE VALVES" FOR TAPPING SLEEVE AND VALVE REQUIRMENTS, AND SECTION 7.9 "HOT TAPPING FOR INSTALLATION INSTRUCTIONS. 2. SEE SECTION 3.4 " MAIN LINE FITTING" AND SECTION 7.II "INSTALLATION OF VALVES AND FITTINGS FOR INSTALLATION AND WRAPPING REQUIREMENTS FOR BOLTED CONNECTIONS.

RECOMMENDED		MANUFACTURER
TAPPING SLEEVE		ROMAC FTS 420 OR APPROVED EQUAL
	CITY OF SAN	FERNANDO
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE	
		MECHANICAL JOINT TAPPING SLEEVE



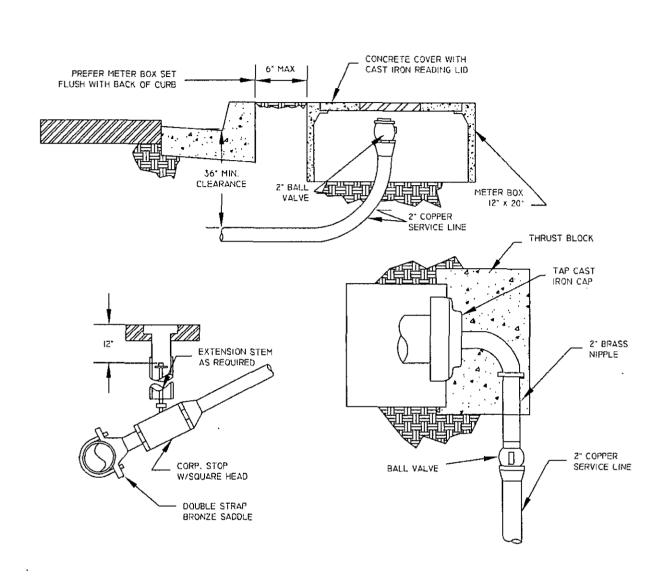
- I. PLANNED DEVELOPEMENT (I.E. RPD, HPD, DP,ETC.)PROJECTS MAY REQUIRE USE OF SPECIAL COLOR AND TEXTURE OF MATERIALS.
- 2. ALL REBAR #4 ON I2" CENTER.
- 3. CONCRETE BLOCK MAY BE SUBSTITUTED FORE WALL SECTIONS.
- 4. ALL WALLS EXCEEDING 30" IN HEIGHT REQUIRE BUILDING DEPT. PERMIT.
- 5. THREE (3) FEET MINIMUM CLEAR SPACE AROUND THE CIRCUMFERENCE OF FIRE HYDRANTS SHALL BE MAINTAINED.

CITY OF SAN FERNANDO		
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE	MISCELLANEOUS DETAILS FIRE HYDRANT AND AIR 8 VACUUM



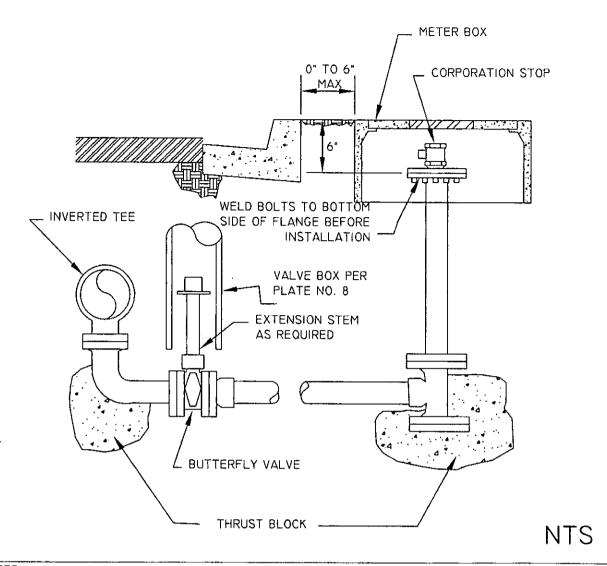
- 1. CENTERLINE OF RISER SHALL BE 2 FEET BEHIND CURB FACE
- 2. USE 2000 PSI MINIMUM CONCRETE FOR THRUST BLOCKS AND HYDRANT PAD. PLACE CONCRETE ON UNDISTURBED OR COMPACTED SQUEE PLATE 18 AND 18A FOR THE THRUST BLOCK REQUIREMENTS
- 4. IF ANY SPOOL EXTENSIONS ARE NEEDED SEE INSPECTOR BEFORE INSTALLATION
- 5. IF ANY OFFSETS ARE NEEDED TO BYPASS OBSTRUCTIONS SEE INSPECTOR
- 6. PAINTINGS- ALL NEWLY INSTALLED HYDRANT'S MUST BE WIRE BRUSH PREPARED, CLEAN AND DRY. PAINT 1-COAT RUST INHIBITIVE OIL BADE PRIMER. FINAL COLOR SHALL BE YELLOW OIL BASE ENAMEL OR APPROVED EQUAL. I COAT, OR TO COVER. ( DUNN EDWARD SYNLUSTRO GLOSS TO SERIES INDUSTRIAL MAINT. # 10-14 HI VIS)

SUBMITTED	DATE	Y OF SAN FERNANDO  CONSTRUCTION STANDARDS
APPROVED	DATE	FIRE HYDRANT ASSEMBLY
-		



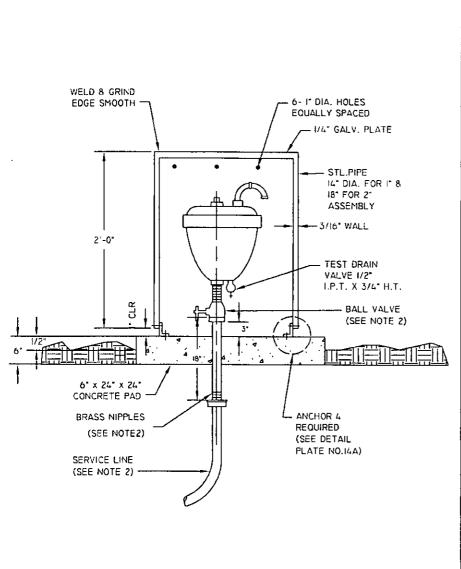
	IANUFACTURER		
2" 2" FORD FB 1000-7-TAB7-QT 67 CSXPJ CTS FORD B41-777 PJ CTS x FIP BROOKS 37S OR QUIKSET W20			
CITY OF SA	AN FERNANDO		
DATE	CONSTRUCTION STANDARDS		
DATE	2" BLOW-OFF INSTALLATION		
	DATE	FORD B41-777 PJ CTS x FIP BROOKS 37S OR QUIKSET W20  CITY OF SAN FERNANDO  DATE  CONSTRUCTION STANDARDS  2" BLOW-OFF INSTALLATION	

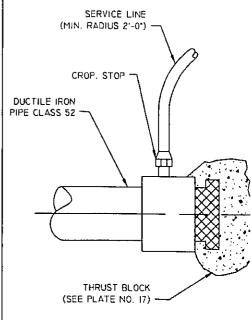
Page 198 of 540



- I. POSITION BLOWOFF ASSEMBLIES IN ACCORDANCE WITH PLATE 10.
- 2. REFER TO SECTION 3.8 OR 3.4 "MAIN LINE FITTINGS" AND SECTION 7.11 "INSTALLATION OF VALVES AND FITTINGS" FOR INFORMATION CONCERNING THE INSTALLATION AND PROTECTION OF BOLTED CONNECTIONS
- 3. SEE PLATE 16 FOR ANCHOR BLOCK AND PLATE 17 FOR THRUST BLOCK DETAILS.

RECOMMENDED MATERIALS			MANUFACTURER		
GATE VALVE CORPORATION STOP  METER BOX  I 1/2"  1 2" x 20"			00 FIM AFC R/W F x MJ B 1700-6 FORD BALL W20 MIP x FIB ROOKS 37S OR QUIKSET		
	CITY OF	SAN F	ERNANDO		
SUBMITTED	DATE		CONSTRUCTION STANDARDS		
APPROVED DATE			TYPICAL TRENCH SECTION		
			PLATE NO: 13		





CONNECTION AT MAIN LINE FOR TEMPORARY INSTALLATION (FOR PERMANENT INSTALLATIONS SEE PLATE NO. 14A)

NTS

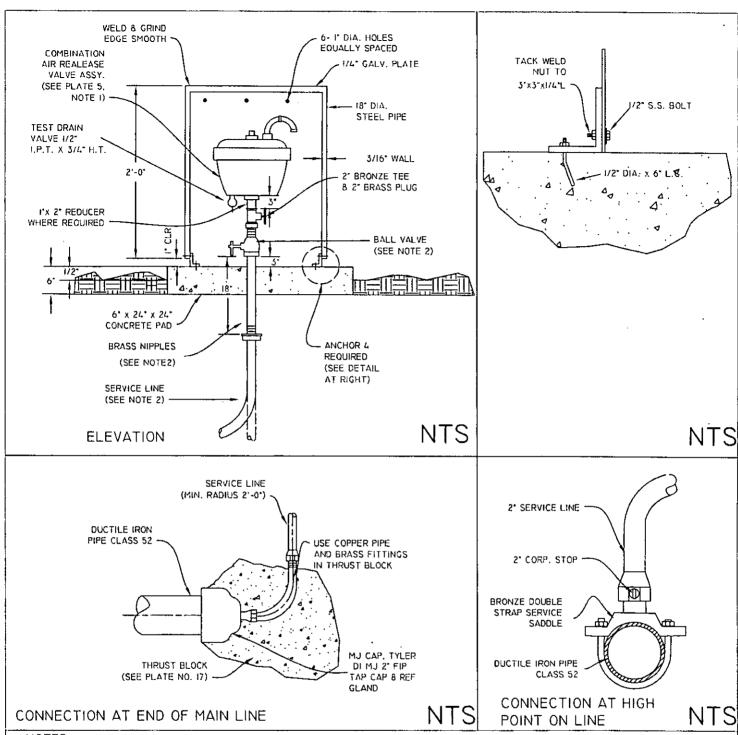
#### NOTES:

**ELEVATION** 

- I. L'ASSEMBLIES TO BE APCO 143C, 2" ASSEMBLIES TO BE APCO 125C OR APPROVED EQUALS.
- 2. SERVICE LINE, BRASS NIPPLE, AND BALL VALVE TO BE I' FOR I' ASSEMBLIES AND 2" FOR 2" ASSEMBLIES.
- 3. ASSEMBLIES INSTALLED AT EASEMENTS, ROADS, AND STREETS WITHOUT CURBS SHALL BE PROTECTED WITH GUARD POSTS.
- 4. POST CONSISTS OF 6' LENGTH OF 4" DIA. STD. WT. PIPE FILLED WITH GROUT AND SET 3' BELOW GRADE IN 16" O.D. CONC. BASE POSITION POST 2' IN FRONT OF AND 2.5' EACH SIDE OF ASSEMBLIES. CROWN CONC. BASE AT TOP TO SHED WATER.

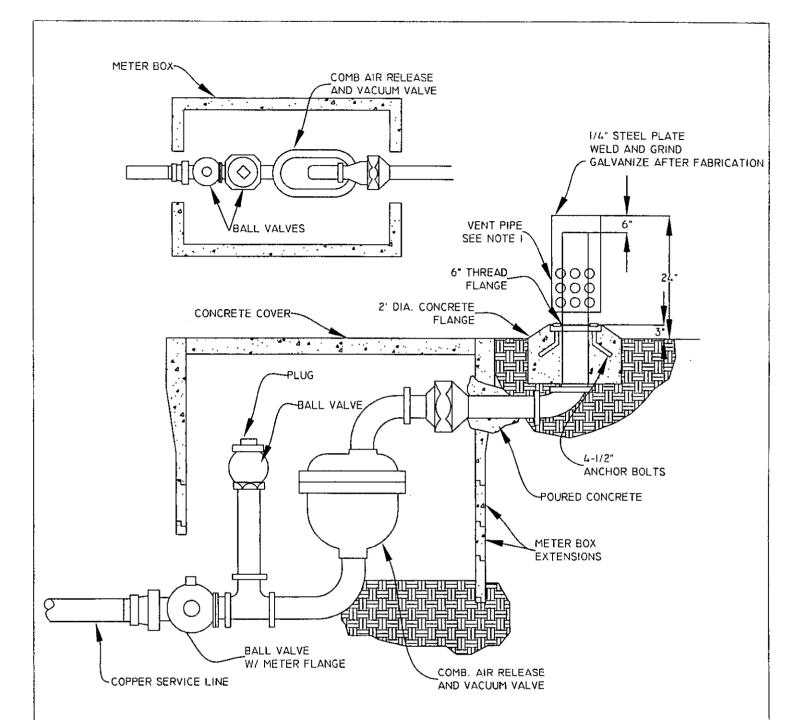
CITY OF SAN FERNANDO							
SUBMITTED	DATE	CONSTRUCTION STANDARDS					
APPROVED	DATE	COMBINATION AIR AND VACCUM RELEASE VALVE ASSEMBLY					

NTS



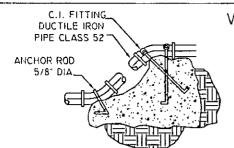
- I. ASSEMBLIES INSTALLED AT EASEMENTS, ROADS, AND STREETS WITHOUT CURBS SHALL BE PROTECTED WITH GUARD POSTS.
- 2. POST CONSITS OF 6' LENGTH OF 4" DIA, STD, PIPE FILLED WITH GROUT, AND SET 3' BELOW GRADE IN 16" O.D. CONC. BASE POSITION POSTS 2' IN FRONT OF AND 2.5' EACH SIDE OF ASSEMBLIES. CROWN CONC. BASE AT TOP TO SHED WATER.

CITY OF SAN FERNANDO						
SUBMITTED	DATE	CONSTRUCTION STANDARDS				
		COMBINATION AIR AND VACUUM				
ACPROVED	DATE	RELEASE VALVE ASSEMBLY				
		AND BLOW-OFF				



- [, 6"DIA, STD. STEEL PIPE VENT, 24" LONG. DRILL 3 ROWS, 6-1/2" DIA. HOLES PER ROW. THREAD BOTTOM OF PIPE, GALV. AFTER FABRICATION.
- ALL PIPING TO BE BRASS, SIZE TO ACCOMODATE AIR AND VAC. VALVE.
- 3. SERVICE LINE FROM MAIN TO ASSEMBLY TO BE LAID UPHILL AT 2% SLOPE OR GREATER.
- 4. THIS INSTALLATION REQUIRES SPECIAL APPROVAL.

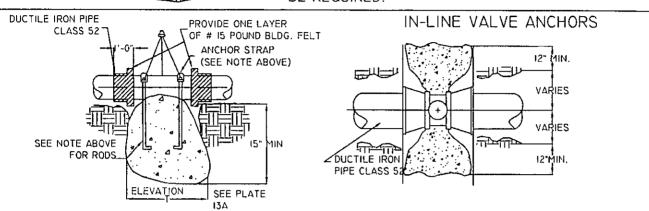
CITY OF SAN FERNANDO						
JBMITTED DATE CONSTRUCTION STA						
	- Allerina and a	COMBINATION				
APPROVED	DATE	AIR RELEASE AND VACUUM VALVE FOR UNDERGROUND VAULT				



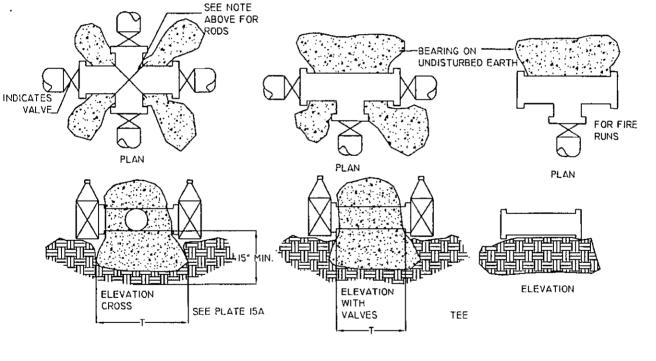
#### VERTICAL ANCHORS

#### NOTE:

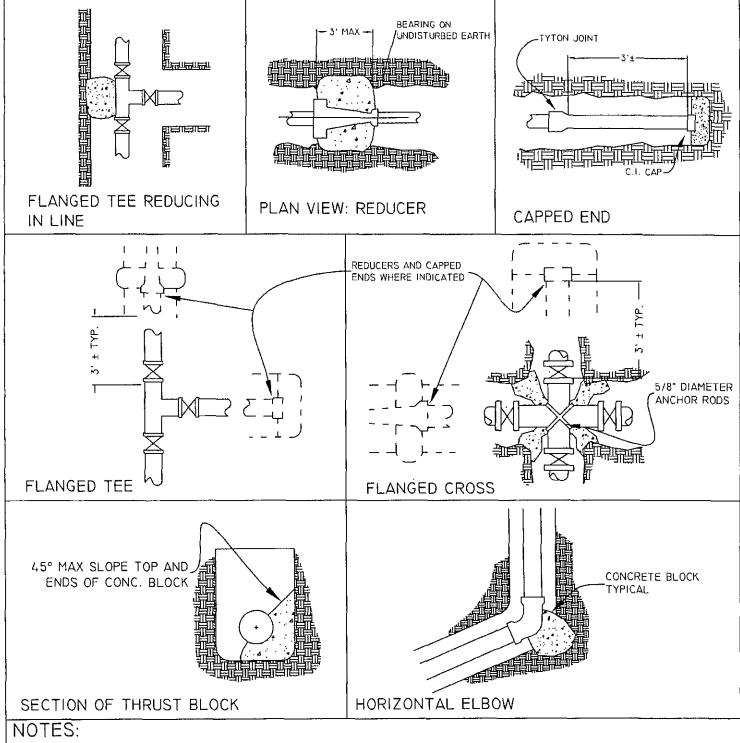
5/8" REBAR OR ANCHOR STRAPS TO BE 3/8" DIA.
ANCHOR BOLTS. BOLTS TO EXTEND DEPTH OF BLOCK.
COAT EXPOSED METAL WITH CONCRETE MORTAR
AFTER INSTALLATION. SPECIAL DESIGN IN FEILD MAY
BE REQUIRED.







CITY OF SAN FERNANDO							
SUBMITTED	DATE	CONSTRUCTION STANDARDS					
'PROVED	DATE	VALVE ANCHOR DETAILS					
		_					

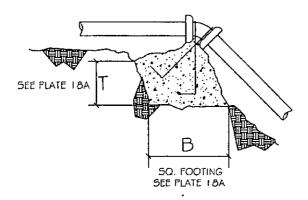


- I. CONCRETE BLOCKS SHALL BEAR ON UNDISTURBED EARTH
- 2. FOR SIZES OF CONCRETE BLOCKS SEE PLATE No. 18 A

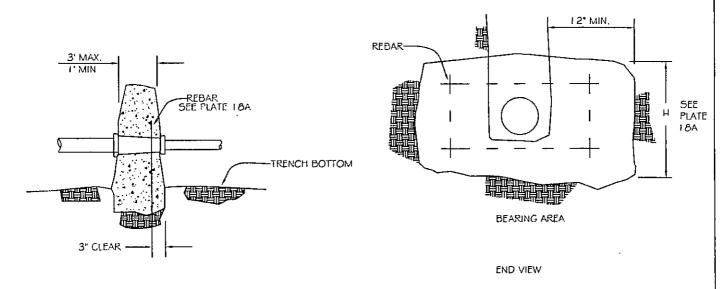
CITY	OF SAN FE	
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE	C. I. FITTINGS IN DIP PIPE AND THRUST BLOCK LAYOUT

## ANCHOR BLOCK FOR VERTICAL ELBOWS

NOTE: SPECIAL DESIGN REQUIRED FOR VERTICAL ANGLES EXCEEDING 45°



REDUCER THRUST BLOCK



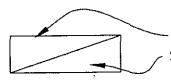
PROFILE VIEW

SEE PLATE 17 FOR PLAN VIEW

CITY OF SAN FERNANDO							
SUBMITTED DATE CONSTRUCTION STANDARDS							
APPROVED DATE	THRUST AND ANCHOR BLOCK DETAILS						

PLATE NO. 17-A

	· <del>-</del> · -	<del></del>	<del>,</del>	<del></del>					
PIPE	PIPË	PRESS	AR	EΑ		SQ.		FT	
DIA	CLASS	PSI	TEE	CAP	LINE VALVE	90°	45° BEND	22-1/2° BEND	11-1/4° BEND
4									
	150	125	3 2	3 2	3/2	4 3	2/2	1 1	1 1
	150	150	3 3	3 3	3 3	4 3	3 2	2 1	2 1
	200	175	4 3	4 3	4 3	5 4	3 2	2 1	2 1
	200	200	4 3	4 3	4 3	6 4	3 3	5 2	5 5
6									
	150	125	5 4	5 4	5 4	7 6	4 4	5 2	5 5
	150	150	6 4	6 4	6 4	9 7	5 4	3 2	3 2
	500	175	7 6	7 6	7 6	10 8	6 4	3 3	3 3
	500	200	8 6	8 6	8 6	11 9	6 5	3 3	3 3
8									
	150	125	9 7	9 7	9 7	12 9	7 5	4 3	4 3
	150	150	10 8	10 8	10 8	14 11	8 6	4 3	4 3
	200	175	12 9	12 9	12 9	17 13	9 7	5 4	5 4
	200	200	14 10	14 10	14 10	19 14	11 8	6 4	6 4
10									
<del></del>	150	125	14 10	14 10	14 10			6 4	6 4
	150	150	17 13		17 13	23 18	13 10	7 5	7 5
	200	175	19 15	19 15	19 15	27 20	15 11	8 6	8 6
	200	500	22 17	100	122	31 23	17 13		9 7
12									
	150	125	20 15	20 15	20 15		15 11	8 6	8 6
	150	150	23 18	23 18	23 18	33 25	18 14	9 7	9 7
	200	175	27 20	122	27 20	38 29	21 16		11 8
***************************************	200	200			31 23	44 33	24 18	12 9	12 9



- SIZE FOR 1500 LBS. PER SQUARE FOOT OF BEARING SOIL. SIZE FOR 2000 LBS. PER SQUARE FOOT OF BEARING SOIL.

NOTE: USE SIZES FOR 1500 LBS, PER SQUARE FOOT OF BEARING SOIL UNLESS HIGHER VALUE IS SUBSTANTIATED BY APPROVED SOILS REPORT.

	CITY OF SAN	FERNANDO
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPROVED	DATE	THRUST BLOCK SIZES FOR HORIZONTAL PRESSURES

# THRUST BLOCK SIZES (MINIMUM BEARING AREA IN SQUARE FEET) LOCATIONS

PIPE		ELB			CAPPED	DEBLICED	
SIZE	90°	45°	22-1/2°	11-1/4°	END OR TEE	REDUCER H	REBAR
6	9 12 21	5 6 11	3 3 6	3 3 6	6 8 15	2'-0" 2'-0" 2'-6"	No. 4
8	15 21 35	8 11 20	4 6 10	4 6 10	11 15 26	2'-0" 2'-6" 3'-0"	No. 4
10	23 31 54	13 17 29	7 9 15	7 9 15	17 22 38	2'-6" 3'-0" 3'-0"	No. 5
12	33 44 77	18 24 42	9 12 21	9 12 21	23 31 54	3'-0" 3'-0" 3'-6"	No. 5

FOR CLASS 150 PIPE FOR CLASS 200 PIPE FOR CLASS 350 PIPE

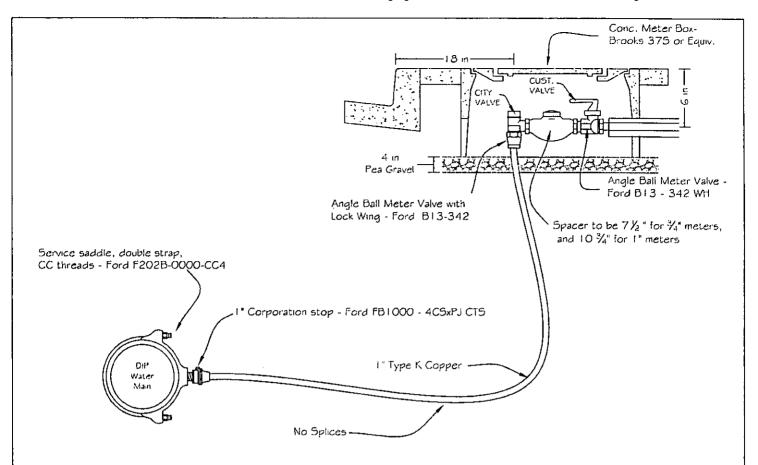
## ANCHOR BLOCK SIZES DIMENSIONS/LOCATIONS-FLANGED VALVE

PIPE	IN-LINE	VALVES	CONNECTIONS			ELBOWS	
SIZE	T	REBAR	T	REBAR	В	T	REBAR
6	12"	No. 5	12"	No. 5	3′-6″	18"	No. 5
8	18"	No. 5	18"	No. 5	4'-0"	24"	No. 5
10	24"	No. 6	24"	No. 6	5′-0″	30″	No. 6
12	24"	No. 6	24"	No. 6	6'-0"	30″	No. 7

#### NOTES:

 SIZES BASED ON 1500 PSF BEARING SOIL, SPECIAL DESIGN REQUIRED FOR SOILS OF LOWER BEARING STRENGTH.

	CITY OF SAN	FERNANDO
SUBMITTED	DATE	CONSTRUCTION STANDARDS
APPRÜVED	DATE	THRUST AND ANCHOR BLOCK SIZES

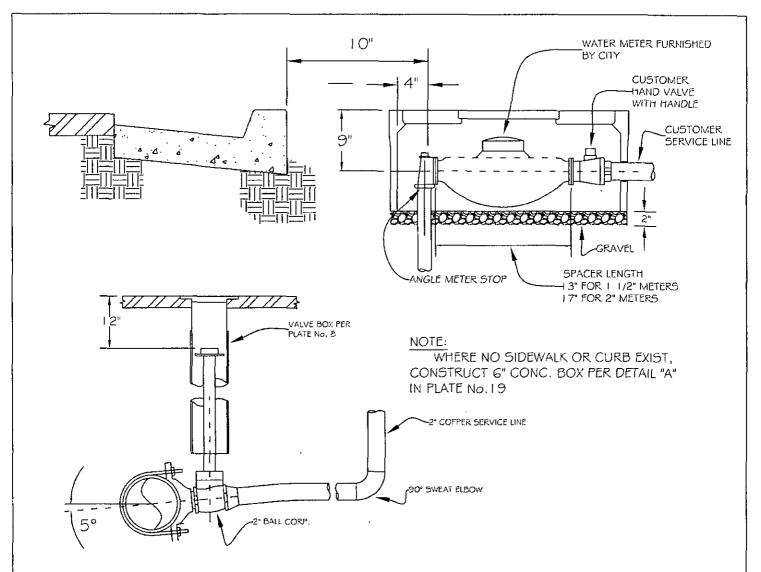


#### GENERAL NOTES

- 1. Meters will be furnished \$ installed by the city.
- 2. If the service line is lead or galvanized steel the entire service shall be replaced from main to meter with copper.
- 3. All customer tie-ins will be with sch. pvc, galv., or copper
- 4. Households shall be notified at least one hour prior to water shut off to make a connection.
- 5. All new services shall be 1" (min.).
- 6. If service replacement includes the tap at the main, the new connection shall be made 1' from the old connection. The old corp stop shall be closed and a threaded brass plug or cap installed.
- 7. Any boxes which do not meet the current standards listed shall be upgraded.

RECOMMENDED MATERIALS	MANUFACTURER		
Corporation Stop 1*	FORD FB1000 - 4C5 x PJ CTS		
Angle Meter Stop 1" x 1/2"	FORD BA43-342W		
Customer Hand Valve 1" x 1/4"	FORD B13-342HW		
Meter Box 12" x 20"	BROOKS 375 or QUICKSET W20 (375)		
Double Strap Service Saddle Bronze	FORD 202B-0000-CC4		

CITY OF SAN FERNANDO				
SUBMITTED	DATE	CONSTRUCTION STANDARDS		
APPROVED .	DATE	3/4" and I" Meter Installation		
		-		

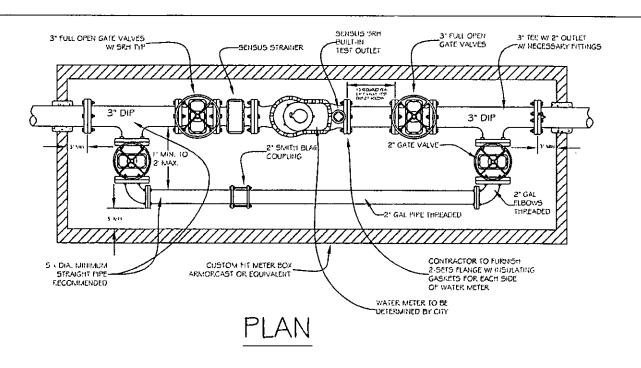


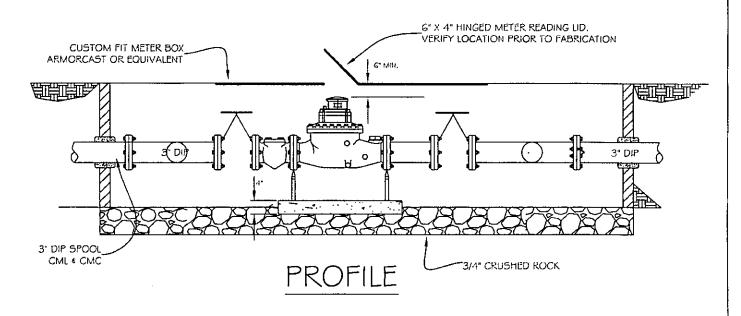
- 1. THE CONTRACTOR SHALL INSTALL A SPACER OR JUMPER PIPE BETWEEN THE ANGLE METER STOP AND CUSTOMER HAND VALVE UNTIL THE WATER METER IS INSTALLED. THE SPACER MATERIAL WILL BE RETURNED TO THE CONTRACTOR.
- 2. SERVICE LINE SHALL BE 2-INCH SIZE FOR BOTH 1-1/2" AND 2" SIZE METER INSTALLATIONS.
- 3. SERVICE LINES TO RECEIVE BACKFILL OF IMPORTED SAND WITHIN PIPE ZONE. (SEE PLATE 3)

RECOMMENDED MATERIALS		MAN	IUFACTURER	
ANGLE METER STOP 2" FORD CUSTOMER HAND VALVE 2" FORD METER BOX 12" x 30" BROO		FORD I FORD I BROOM	FORD FB 1000 SQUARE HEAD FORD BFA 43-777 W FORD BF 13-777 W-H54 BROOKS 665 METER BOX W/CONC. OR C.I. LID FORD 202B-0000-CC7 FOR 8" MAIN	
	CITY OF 5	AN F	RNANDO	
SUBMITTED	DATE		CONSTRUCTION STANDARDS	
APPROVED	DATE		I 1/2" AND 2" WATER METER SERVICE INSTALLATION	

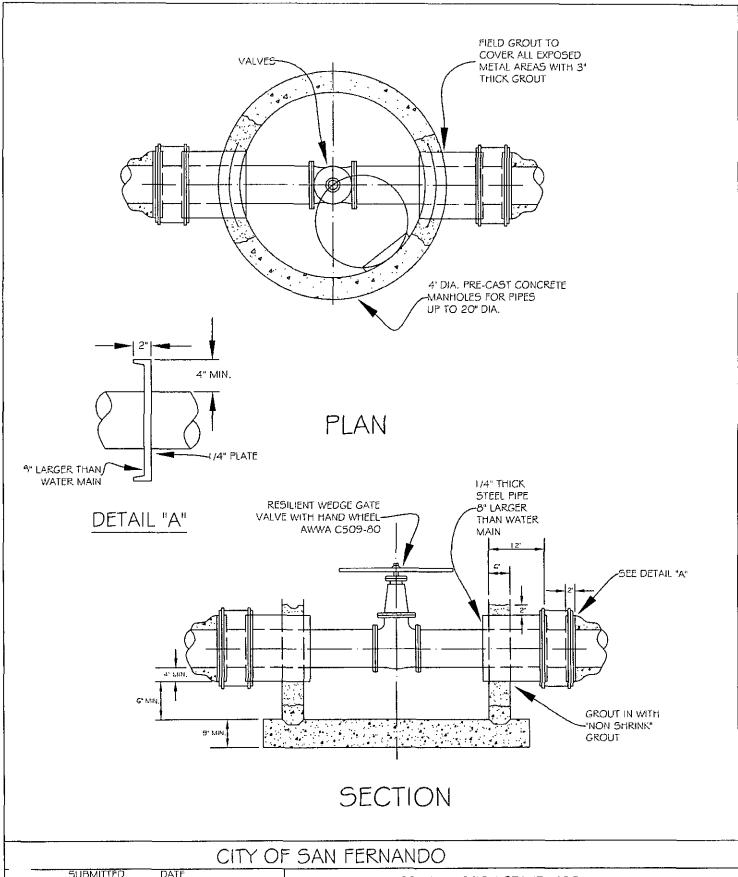
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PLATE NO. 21

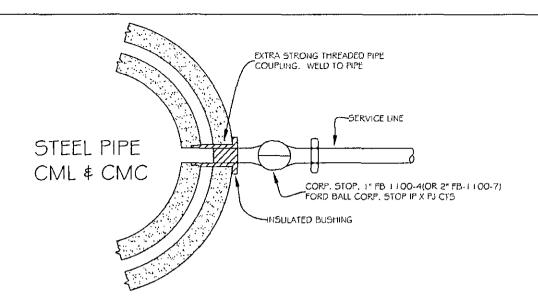




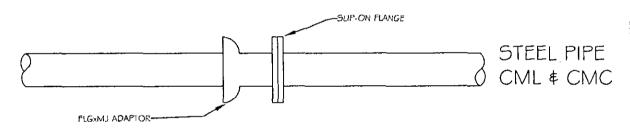
RECOMMENDED MATERIA	LS	MAN	IUFACTURER	
1, 3" WATER METER		FURNIS	HED BY CITY	
2. 3" GATE VALVE		503 AF	C RW F X F	
3. 3" COUPLING ADAPTER		FFCA-3	88 FORD FLANGE	
4. VAULT		1	CUSTOM FIT METER BOX ARMORCAST OR EQUIVALENT	
	CITY OF	SAN FE	RNANDO	
SUBMITTED	DATE		CONSTRUCTION STANDARDS	
APPROVED	DATE		3" AND LARGER COMPOUND WATER METER SERVICE INSTALLATION	



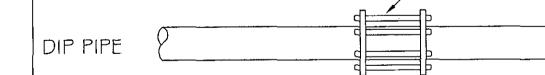
CITY OF SAN FERNANDO				
SUBMITTED DATE	CONSTRUCTION STANDARDS			
APPROVED DATE MANHOLE				
ATTIONED WATE	FOR DEEP VALVES			



## DIAELECTRIC SERVICE CONNECTION TO STEEL MAIN (SEE NOTE 1.)



TRANSITION COUPLING



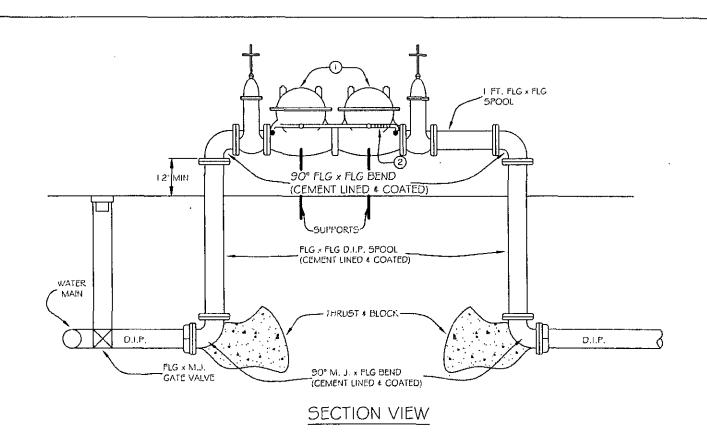
STEEL PIPE CML & CMC

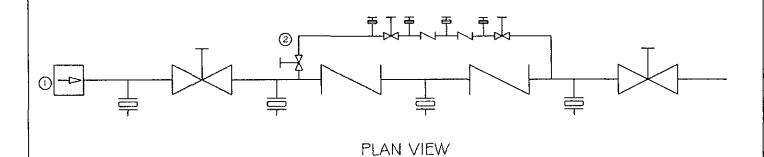
#### MAIN LINE CONNECTIONS

#### NOTES:

I. WRAP SERVICE CONNECTION WITH 20 MIL TAPE FROM COUPLING TO 4-FEET FROM MAIN. WRAP CORP STOP OR VALVE IN OPEN POSITION.

CITY OF SAN FERNANDO				
CUBMITTED	DATE	CONSTRUCTION STANDARDS		
APPROVED	DATE	DISSIMILAR PIPE CONNECTIONS		
		-		



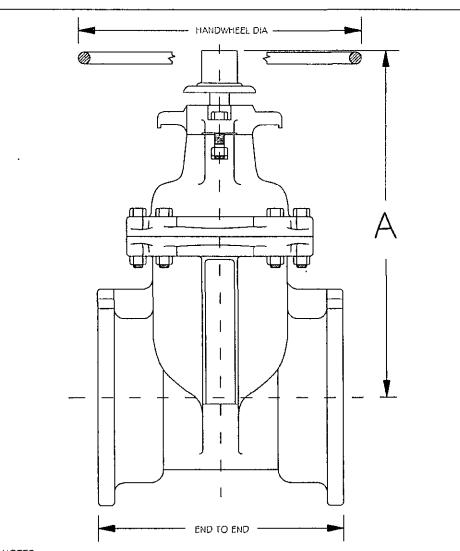


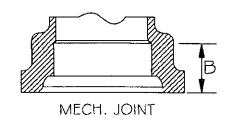
KEY	DESCRIPTION OF EQUIPMENT DEVICES
	APPROVED DOUBLE CHECK DETECTOR ASSEMBLY WITH O.S. B.Y. VALVES
2	BYPASS METER WITH APPROVED DOUBLE CHECK VALVE ASSEMBLY
	TEST COCK

NOTE: ALL M.J. FITTINGS SHALL BE WITH RETAINING GLANDS.

### RETAINING GLAND - FORD 1400. SERIES OR APPROVED EQUAL.

CITY OF SAN FERNANDO				
SUBMITTED DATE CONSTRUCTION STANDARDS				
APPROVED DATE	FIRE SERVICE INSTALLATION			

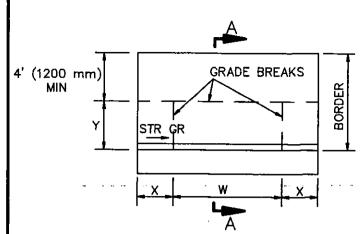


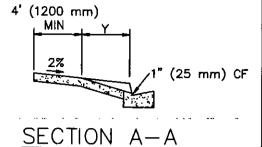


- 1. FLANGED ENDS IN ACCORDANCE WITH ANSI B | 6.1-1975, CLASS | 25, SEE PLATE 84-3-1 FOR FLANGE DIMENSIONS. 2. MECHANICAL JOINT ENDS IN ACCORDANCE WITH ANSI/AWWA C | 1 | /A21.11-80.
- 3. FLANGED ENDS OF TAPPING VALVES IN ACCORDANCE WITH MSS 5P-60. 4. SEE PLATE 82-4-2 FOR BOSSES ON FLIFL VALVE BODIES.

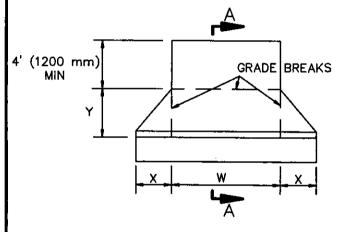
	VALVE SIZE							
,	2"	2-1/2"	3"	4"	ۻ	8"	10"	12"
END TO END MJ/MJ	8-1/4		9-1/2	11	12	12-1/2	14-3/4	16-5/8
END TO END FLFL	7	7-1/2	8	9	10-1/2	11-1/2	13	14
END TO END FL/MJ				10	11-1/4	12	13-7/8	15-5/16
END TO END FL/MJ TAPPING				10-5/16	11-1/2	12-7/8	14-1/8	15-9/16
A	9-1/4	9-1/4	12-1/16	13-3/8	16-3/4	20-3/16	24-1/8	27-1/2
В	2-1/2		2-1/2	2-1/2	2-1/2	2-1/2	2-1/2	2-1/2
HANDWHEEL DIA	8	8	10	10	12	14	16	16
NO. OF TURNS TO OPEN	9	9	10	13	19	26	32	38

CITY OF SAN FERNANDO				
C'IBMITTED	DATE	CONSTRUCTION STANDARDS		
APPROVED	DATE	GATE VALVE (TYPICAL) CITY OF SAN FERNANDO		
		PLATE NO. 29A		



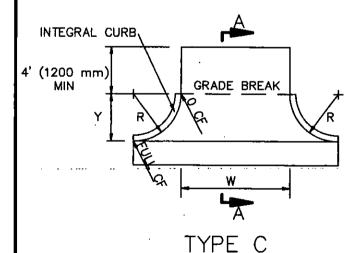


### TYPE A



CURB FACE, inches (mm)	X, inches (mm)	Y, inches (mm)		
6" (150) or less	3'-0" (900)	4'-0" (1200)		
7" (175)	3'-6" (1050)	4'-9" (1425)		
8" (200)	4'-0" (1200)	5'-8" (1700)		
9" (225)	4'-6" (1350)	6'-6" (1950)		
10" (250)	5'-0" (1500)	7'-3" (2175)		
11" (275)	5'-6" (1650)	8'-0" (2400)		
12" (300) or more	6'-0" (1800)	8'-9" (2625)		

### TYPE B



#### **NOTES:**

- RESIDENTIAL DRIVEWAYS SHALL BE 4" (100 mm) THICK PCC.
- COMMERCIAL DRIVEWAYS SHALL BE 6" (150 mm) THICK PCC.
- 3. WEAKENED PLANE JOINTS SHALL BE INSTALLED AT BOTH SIDES OF A DRIVEWAY AND AT 10' (3.0 m) INTERVALS.
- 4. CURB FOR TYPE C DRIVEWAY SHALL BE INTEGRAL AND MATCH ADJACENT CONSTRUCTION.
- 5. REFER TO LOCAL DEVELOPMENT REGULATIONS FOR AMERICANS WITH DISABILITIES ACCESS REQUIREMENTS AND MAXIMUM PERMITTED DRIVEWAY WIDTHS.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. GREENBOOK COMMITTEE 1984 REV. 1998, 2009

DRIVEWAY APPROACHES

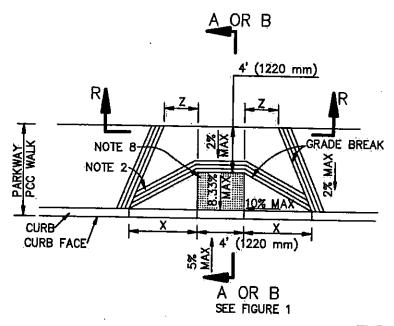
STANDARD PLAN

110-2

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 1

TYPE 1



TYPE 2

CASE A

PARTS OF THIS STANDARD PLAN SHOW INSTALLATION FOR TYPICAL RETROFIT CONDITIONS, AND ARE NOT FULLY COMPLIANT WITH CALIFORNIA BUILDING CODE REQUIREMENTS FOR NEW DEVELOPMENT.

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE PUBLIC WORKS STANDARDS INC. DREENBOOK COMMITTEE 1992

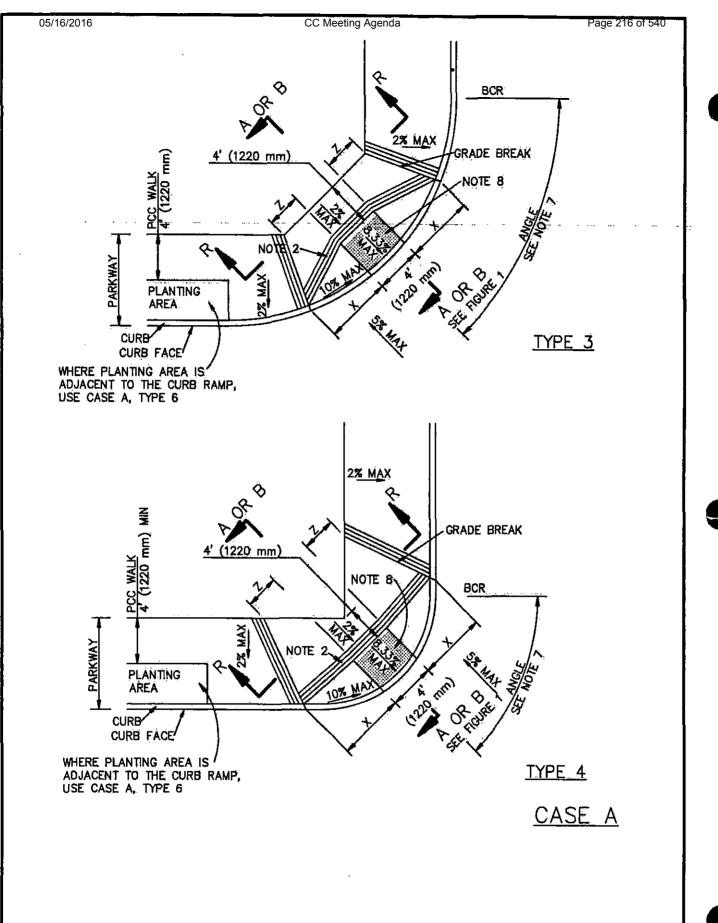
CURB RAMP

STANDARD PLAN

111-5

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

SHEET 1 OF 10



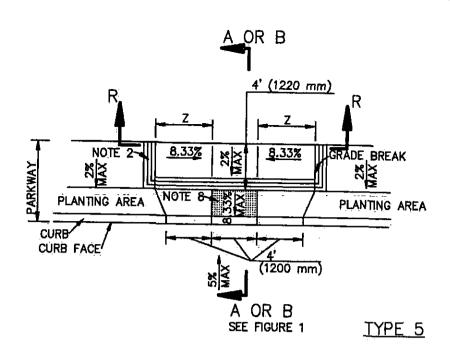
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

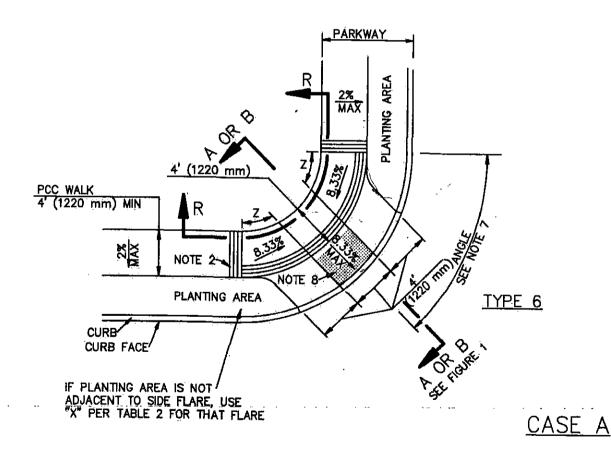
CURB RAMP

STANDARD PLAN

111-5

SHEET 2 OF 10





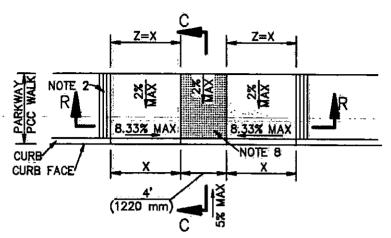
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

CURB RAMP

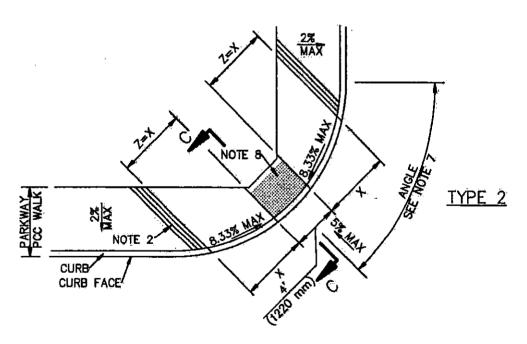
STANDARD PLAN

111-5

SHEET 3 OF 10

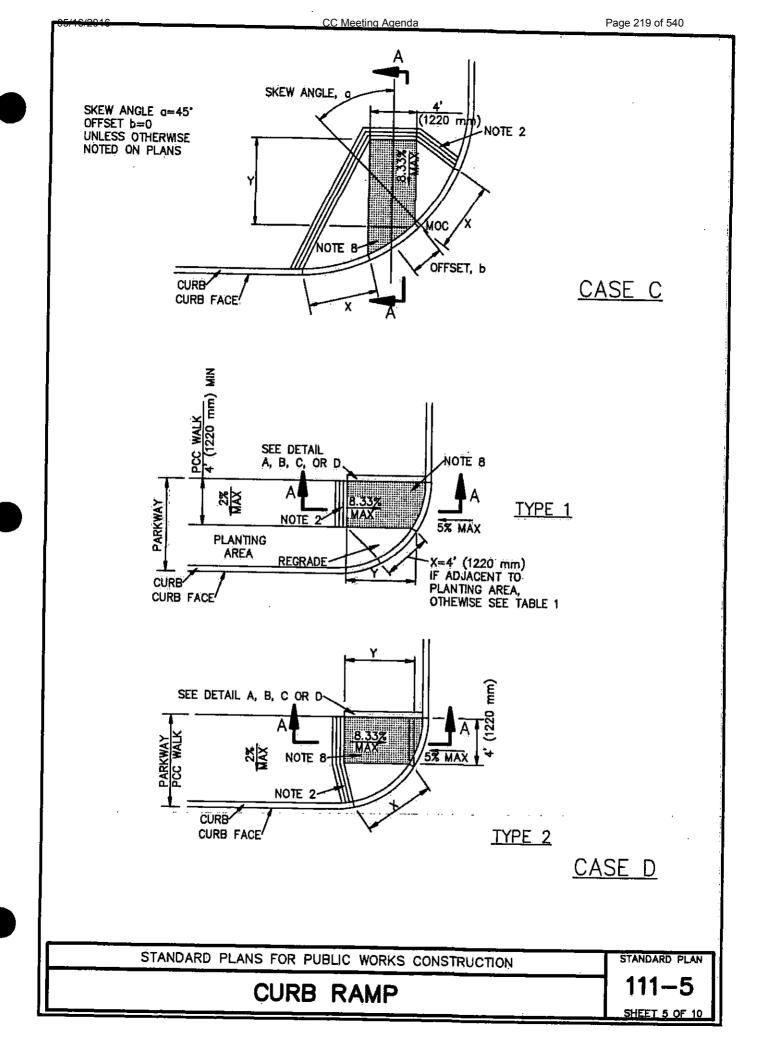


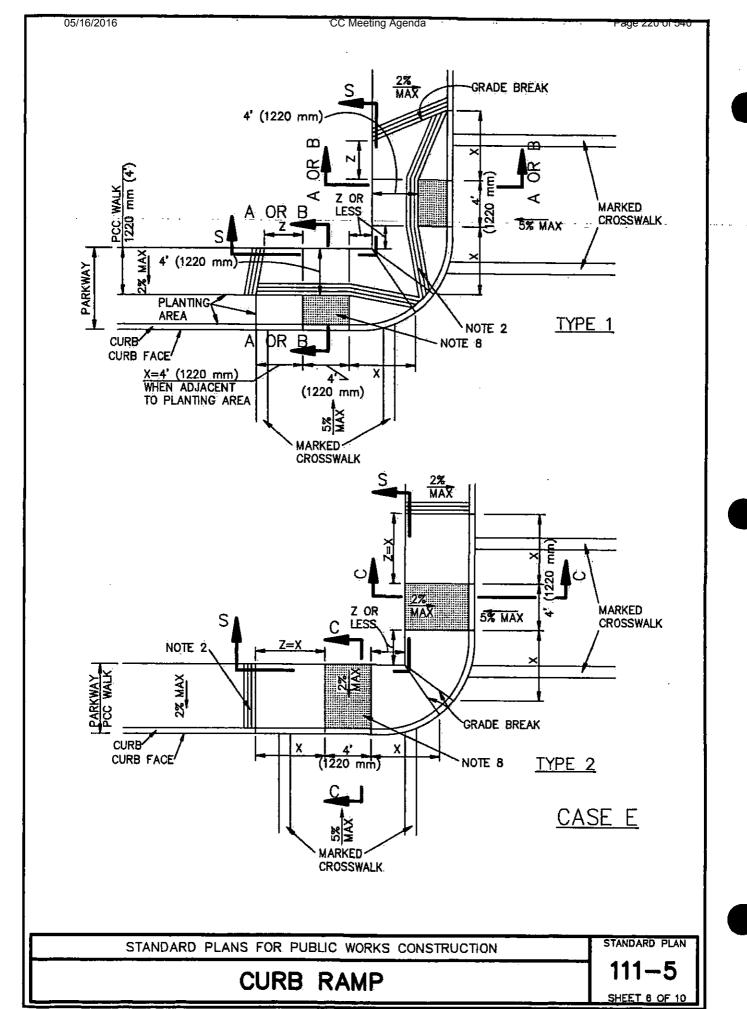
TYPE 1

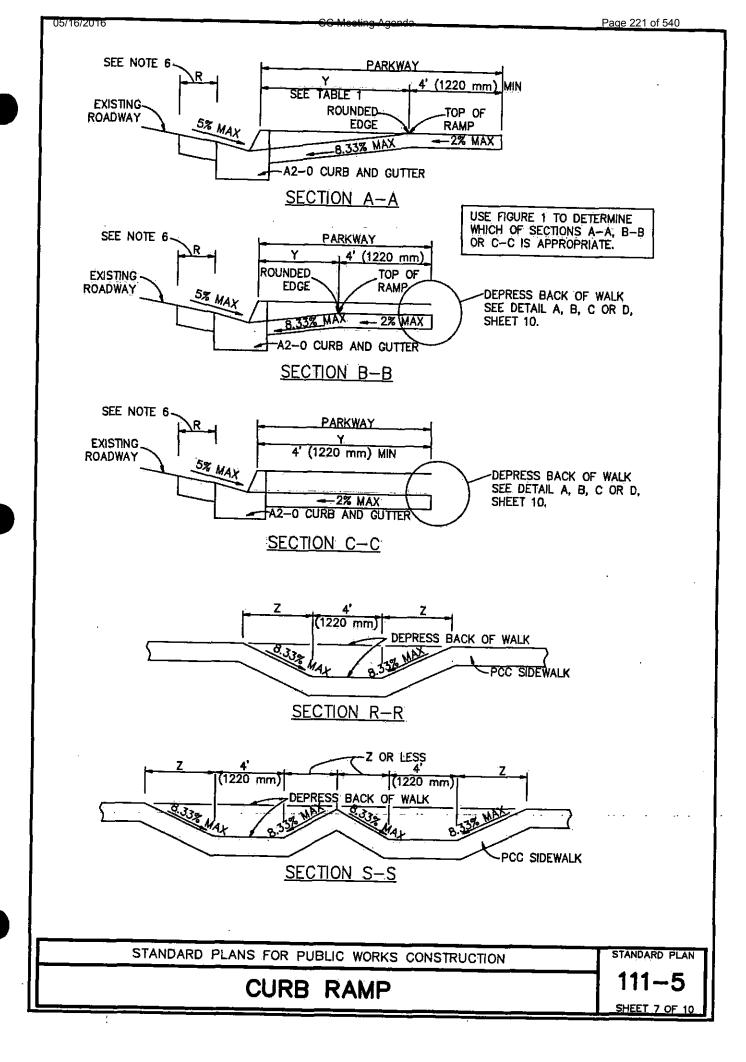


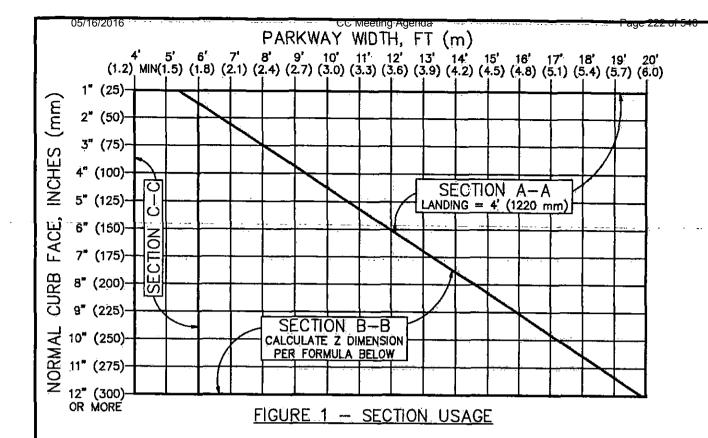
CASE B

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION	STANDARD PLAN
CURB RAMP	111–5
OOND INAMI	SHEET 4 OF 10









	· · · · · · · · · · · · · · · · · · ·	<del></del>
NORMAL CURB FACE,		SECTION Y-Y
INCHES (mm)	X, FT (mm)	Y, FT (mm)
	<del></del>	13 1 1 (11111)
2" (50)	4.00' (1220) MIN	2.63' (790)
3" (75)	4.00' (1220) MIN	3.95' (1185)
4" (100)	4.00' (1220) MIN	5.26' (1580)
5* (125)	4.17' (1275)	6.58' (1975)
6 <b>"</b> (150)	5.00' (1525)	7.90' (2370)
7* (175)	5.83' (1775)	9.21' (2765)
8" (200)	6.67' (2035)	10.53' (3160)
9" (225)	7.50' (2285)	11.84' (3555)
10" (250)	8.33' (2540)	13.16' (3950)
11" (275)	9.17' (2795)	14.47' (4340)
12" (300)	10.00' (3050)	15.79' (4735)

WHERE FIGURE 1 SHOWS USE OF SECTION B-B, FIGURE Z DIMENSION AS FOLLOWS:

W = PARKWAY WDTH

L = LANDING WIDTH, 4' (1220 mm) TYP

 $Z = [(Y+L)-W] \times 0.760$ 

IF (Y+L) < W, THEN Z = 0

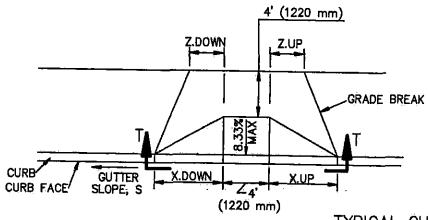
SEE SHEET 9 FOR STREET SLOPE ADJUSTMENT FACTORS, ALL STREETS

<u>TABLE 1 — X AND Y VALUES</u>

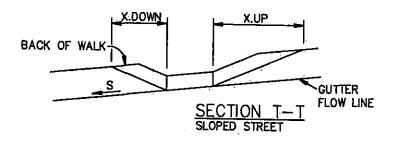
TABLE 1 REFERENCE FORMULAS:

X = CF / 8.333% Y = CF / (8.333% - 2% WALK CROSS SLOPE)

STANDARD PLAN STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION 111–5 **CURB RAMP** SHEET 8 OF 10



TYPICAL CURB RAMP



FOR SLOPED STREETS, MULTIPLY THE DIMENSIONS PARALLEL TO THE STREET, X AND Z, UPSTREAM AND DOWNSTREAM OF THE RAMP, BY THE FACTORS IN THE FOLLOWING TABLE.

FOR EXAMPLE, X.DOWN =  $X \times K.DOWN$ 

\$	K.DOWN	K.UP
0%	1.000	1.000
0.2%	0:977	1.025
0.5%	0.943	1.064
1%	0.893	1.136
2%	0.806	1.316
3%	0.735	1.563
4%	0.676	1.923
5%	0.625	2.500

# TABLE 2 - SLOPE ADJUSTMENTS

TABLE 2 REFERENCE FORMULAS: K.DOWN = 8.333% / (8.333% + S) K.UP = 8.333% / (8.333% - S)

# STREET SLOPE ADJUSTMENTS

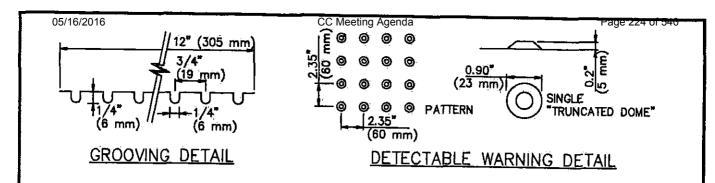
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

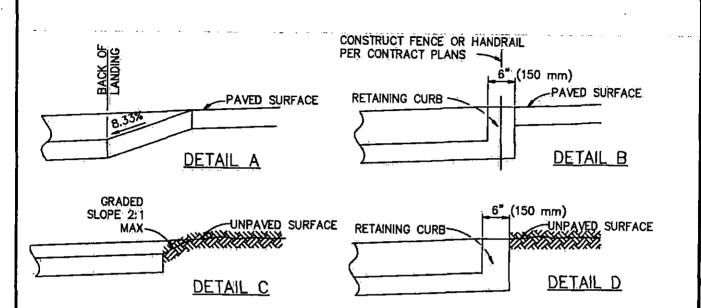
CURB RAMP

STANDARD PLAN

111-5

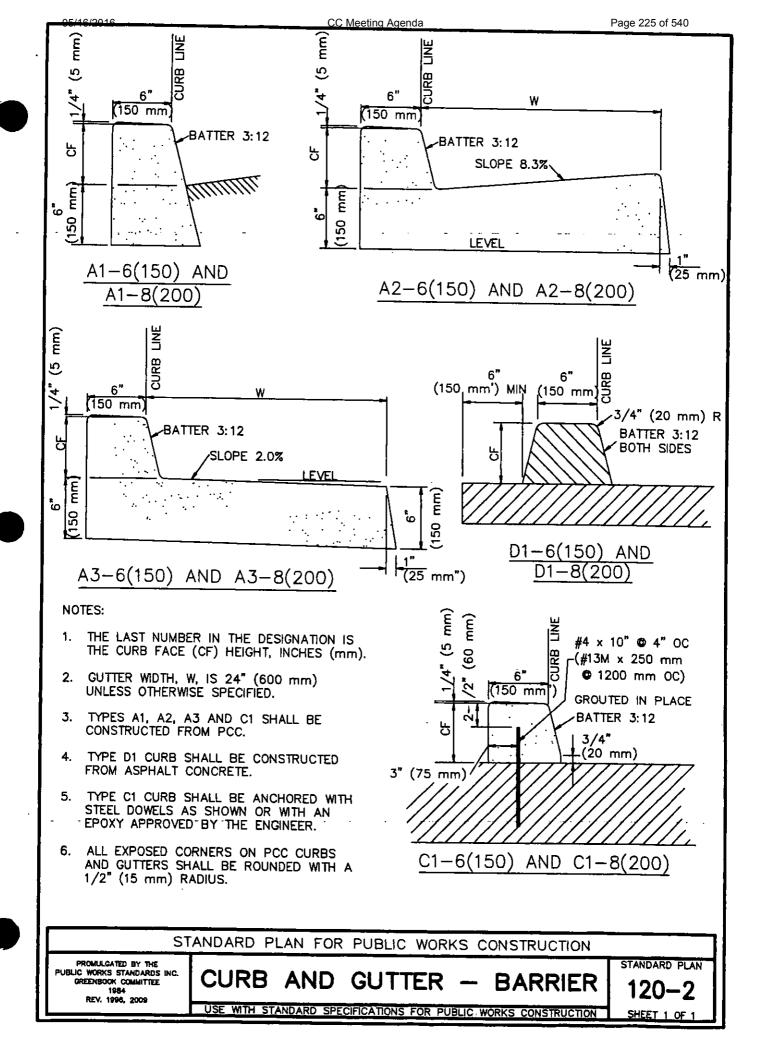
SHEET 9 OF 10

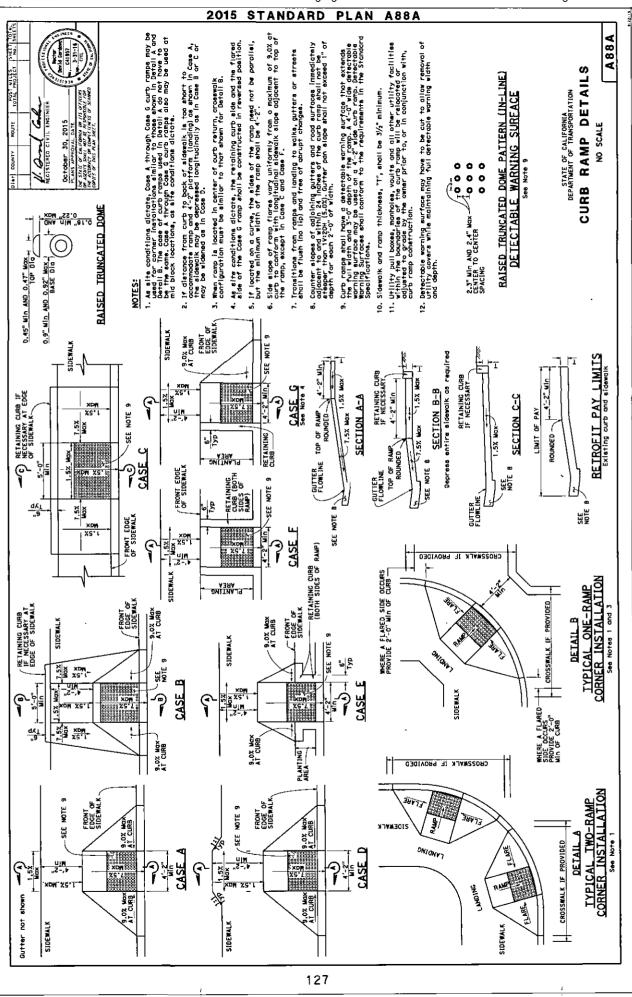




## GENERAL NOTES:

- 1. CONCRETE SHALL BE CLASS 520-C-2500 (310-C-17) CONFORMING TO SSPWC 201-1.1.2 AND SHALL BE 4" (100 mm) THICK.
- 2. THE RAMP SHALL HAVE A 12" (305 mm) WIDE BORDER WITH 1/4" (6 mm) GROOVES APPROXIMATELY 3/4" (19 mm) OC. SEE GROOVING DETAIL
- 3. THE RAMP SURFACE SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE CONFORMING TO SSPWC 303-1,9,
- 4. USE DETAIL "A" OR "B" IF EXISTING SURFACE BEHIND LANDING IS PAVED.
- 5. USE DETAIL "C" OR "D" IF EXISTING SURFACE BEHIND LANDING IS UNPAVED.
- 6. R = 3' (900 mm) UNLESS OTHERWISE SHOWN ON PLAN. SEE SHEET 7.
- 7. ANGLE =  $\Delta/2$  UNLESS OTHERWISE SHOWN ON PLAN.
- 8. CONSTRUCT DETECTABLE WARNING SURFACE PER DETAIL THIS SHEET. MATERIALS SHALL BE PER CONTRACT DOCUMENTS.





Return to Table of Contents

NOT TO SCALE

# CONSTRUCTION NOTES

- 2"X8"X14" TEMPLATE

- ASPHALT HUMP SHALL BE 12' X 2 5/8" ± 1/8"
- USING TWO TEMPLATES, ASPHALT HUMPS SHALL BE HAND LAID IN TWO LIFTS AND HOT ROLLED OVER A TACK COAT.

κį

- INITIAL TEMPLATE

FIRST

ō

·0

FINAL LIFT

SHAPE PER DETAIL BELOW

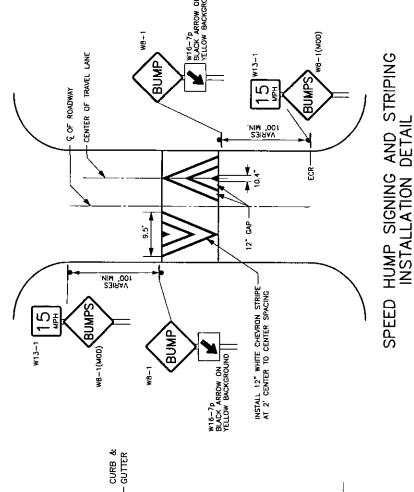
FINAL TEMPLATE

12,

TEMPLATE DETAIL

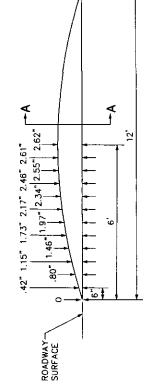
NOT TO SCALE

ASPHALT HUMP SHALL BE INSTALLED ACROSS THE ENTIRE WIDTH THE STREET FROM GUTTER TO GUTTER WITH THE LAST ONE FOOT TAPERED FLUSH WITH THE PAVEMENT TO MINIMIZE GUTTER RUNNING AND TO PRESERVE GUTTER FLOWS. 'n



TAPER SECTION A-A a t q ASPHALT HUMP 1' TAPER

CURB & GUTTER-



SECTION B-B

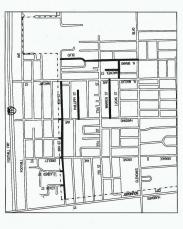
13191 CROSSROADS PARKWAY NORTH SUITE 405 SERVING PUBLIC AGENCIES WILLDAN

INDUSTRY, CA 91746-3497

HUMP DETAIL SPEED

# 05/16/2016

City of San Fernando



ANNUAL STREET RESURFACING PROJECT

FISCAL YEAR 2015 - 2016

PUBLIC WORKS DEPARTMENT

LOCATION MAP

LEGEND

INDICATES STREET TO BE OVERLAYED

# SHEET INDEX

TYPICAL SECTIONS AND MISCELLANEOUS DETAILS STREET RESURFACING PLAN - MACNEIL STREET ROM LUCAS STREET TO DEAD END STREET RESURFACING PLAN - LUCAS STREET ROM N. MACLAY AVENUE TO N. BRAND BOULEVARD TITLE SHEET SHEET NO. 1 SHEET NO. 2 SHEET NO. 3 SHEET NO.

STREET RESURFACING PLAN - 8TH STREET FROM 180'+/- E/O HUBBARD STREET TO STA 29+00 SHEET NO. 5 SHEET NO. 4

STREET RESURFACING PLAN - 8TH STREET FROM STA 29+00 TO N. MACLAY AVENUE

STREET RESURFACING PLAN - N. BRAND BOULEVARD FROM GLENOAKS BOULEVARD TO 8TH STREET STREET RESURFACING PLAN - WARREN STREET FROM HARDING AVENUE TO N. MACLAY AVENUE SHEET NO. 6 SHEET NO. 7

STREET RESURFACING PLAN - PHILLIPPI STREET FROM HARDING AVENUE TO EAST END (CUL-DE-SAC) SHEET NO. 8

WATER IMPROVEMENT PLAN - PHILLIPPI STREET STROM HARDING AVENUE TO EAST END (CUL-DE-SAC) SHEET NO. 9



NOTE: ALL DIMENSIONS ARE SHOWN IN FEET UNLESS OTHERWISE NOTED.

TEWATER:
CITY OF SAN FERNANDO
120 MACNELL STREET
SAN FERNANDO, CA 91340
DALE WARREN
818 898 1293

CALMAT INERT LANDFILL 94.36 GLENOAKS BLVD. SUN VALLEY, CA

STRATHERN INERT LANDFI 8230 TJUNGA AVE. SUN VALLEY,CA

SOUTHERN CALIFORNIA EMERGENCY CALLS 818 701 3342 GAS:

NDO

EPM

CABLE: TIME WARNER EMERGENCY CALLS 818 700 6100

INCORPORATED AUG. 31 1911

ALIFORN

FIRE:

CITY OF LOS AWGELES FIRE DEPT. STATION 91
14430 POLK STREET
LOS AWGELES, CA 97342
NOW-EMERGENCY NUMBER

BRADLEY LANDFILL & RECYCLING CENTER/ WASTE PRANAERENT: INC. 9081 TUJUNGA ANE. SUN VALLEY, CA 91352 (818) 767-6180 (818) 767-5180

ELECTRICITY: SOUTHERN CALIFORNIA EDISON ( EMERGENCY CALLS 800 611 1911 TELEPHONE: VERZON EMERGENCY CALLS 818 385 3128

# SIGNING AND STRIPING GENERAL NOTES:

ALL STRIPNO DETAILS, PAYEMENT LEGENDS, AND GROSSWALKS SHALL BE THERMOPLASTIC. CURB MARKINGS SHALL BE PARIT, APPLIED IN 2 COATS, THE SECOND COAT OF PAINT SHALL BE APPLIED NO LESS THAN 24 HOURS FROM APPLICATION OF THE RIFST COAT. PAVEMENT LEGENDS SHALL CONFORM TO AGENCY'S STENCILS, CONTRACTOR SHALL VERIFY STENCILS WITH CITY PRIOR TO STRIPING INSTALLATION.

remoyal of conflicting striping and pavement legends shall be by wet sandblasting striping remoyals shall include remoying raised pavement markers. 4. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

THE DYSTENCE AND LOCKING OF ANY UNIQUE PECUPIES SHOWN ON THESE PLANS BY BOOK OF OR SHOWN OF A SHOWN OF THESE PLANS BY THE OTH DOES NOT OMSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETIBLESS OF THE LOCKING OF THE LINISPACE OF ANY UNDERGROUND UTLITY OR SHORTSHOULD WHICH THE PROJECT. GENERAL NOTES:

2. THE CONSTRUCTION CONTRACTOR ADMISES THAT IN ACCORDANCE WITH GENERAL CESTITE
AND TOWNITE REPORTED THE CONSTRUCTION
OF THE PROJECT, INCLUDING SAFETY OF ALL PRESONS AND PROPERTY. THAT THIS REQUIREMENT
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CALL: TOLL FREE 1-800-227-2600 0R 8II JNDERGROUND SERVICE ALERT 

REVISIONS

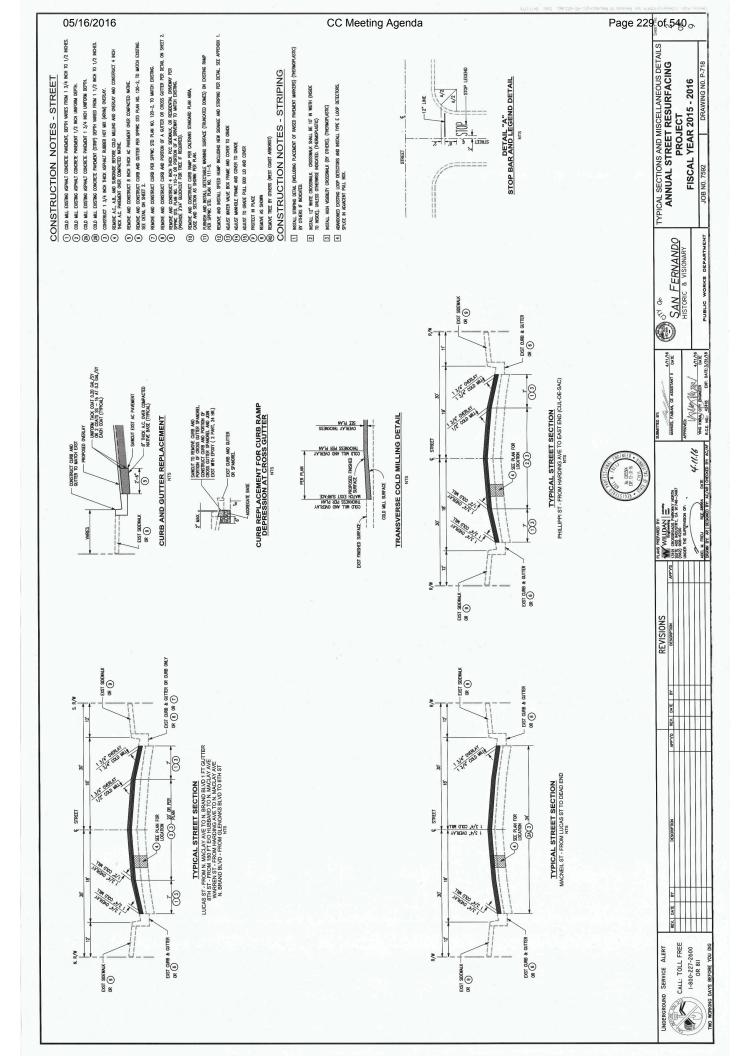
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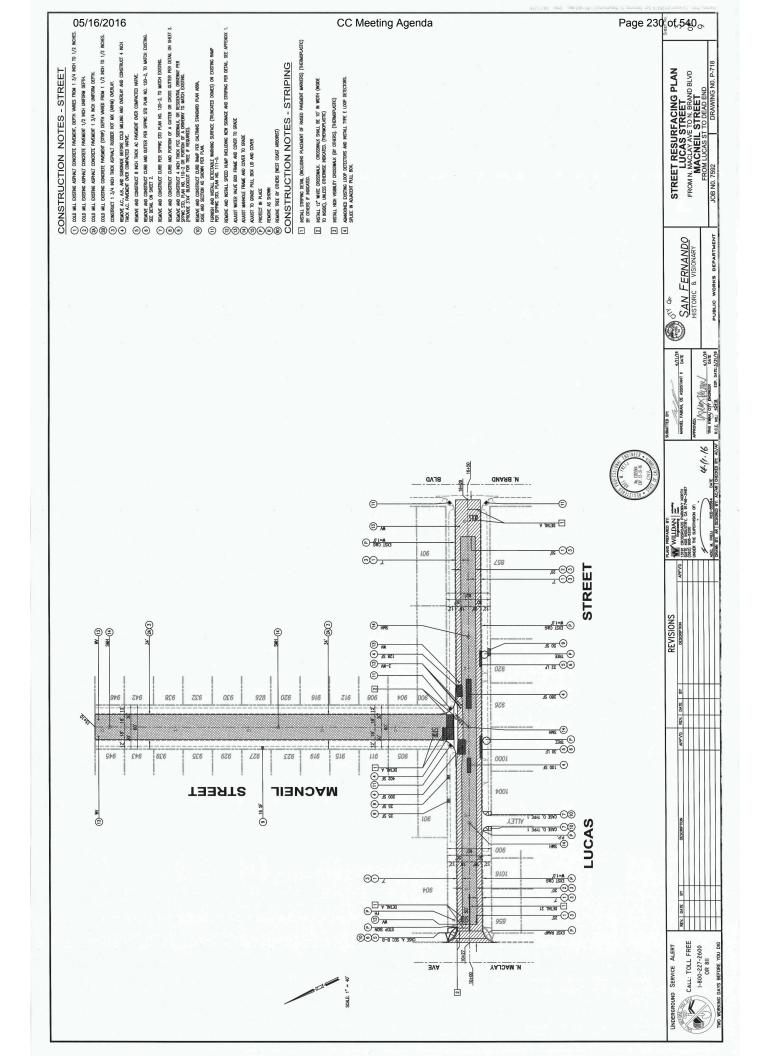
PUBLIC WORKS DEPARTMENT

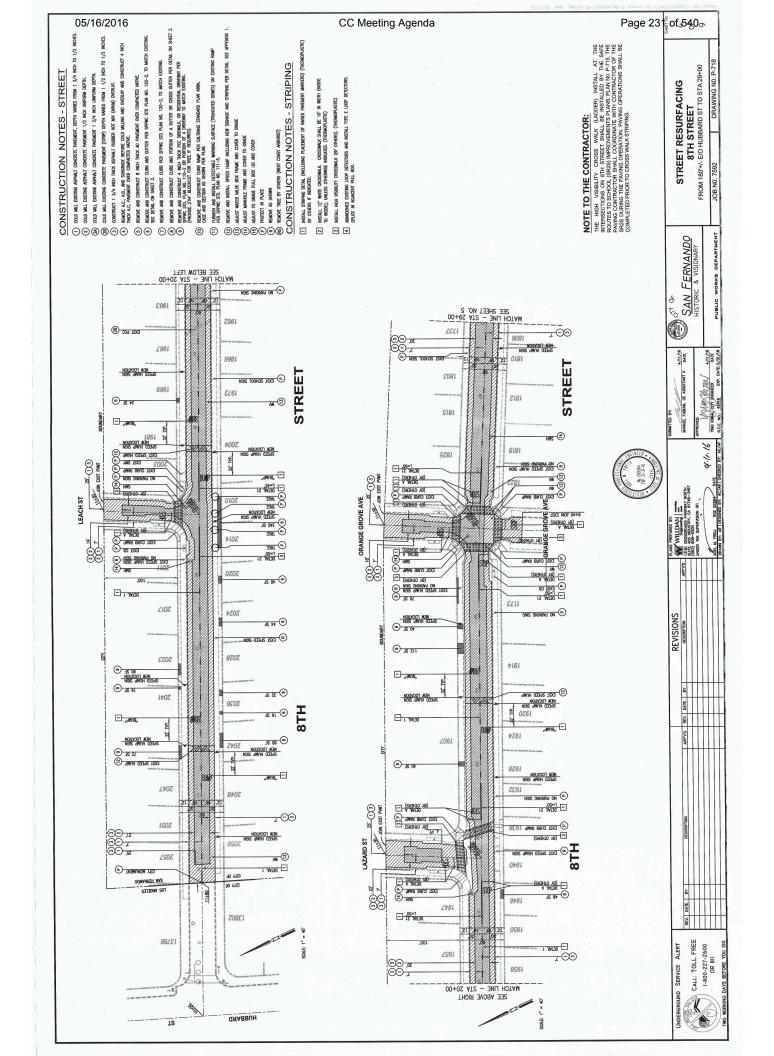
11.11.18

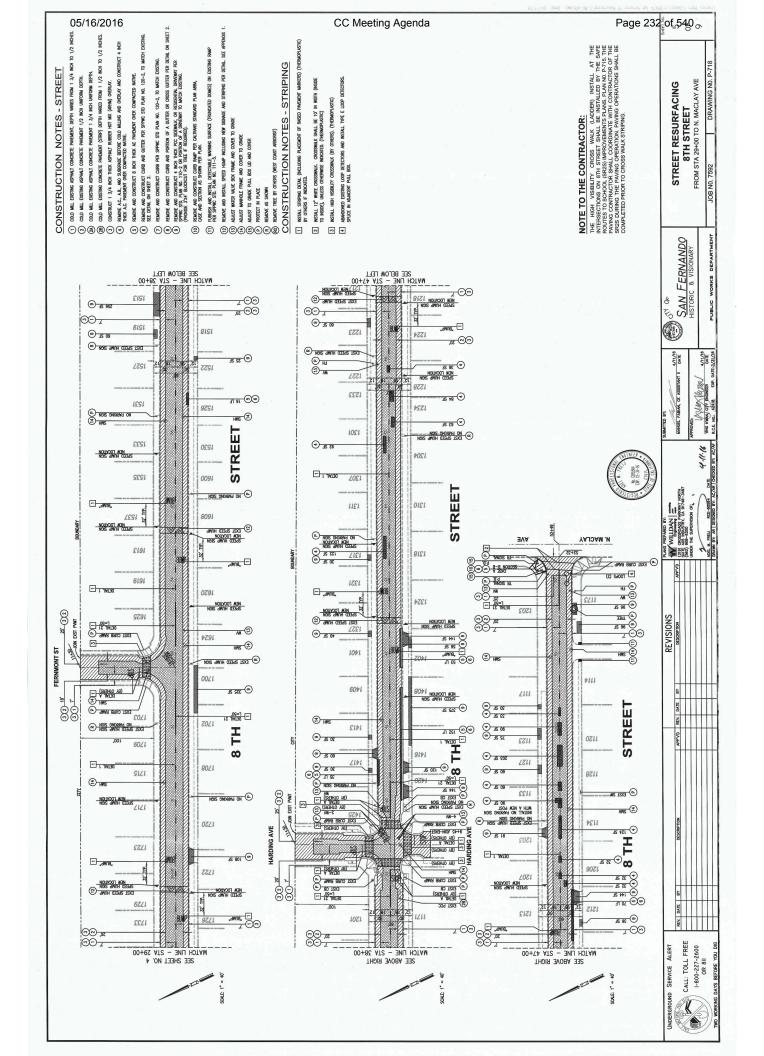
WILLDAM | Manual Control of the Cont

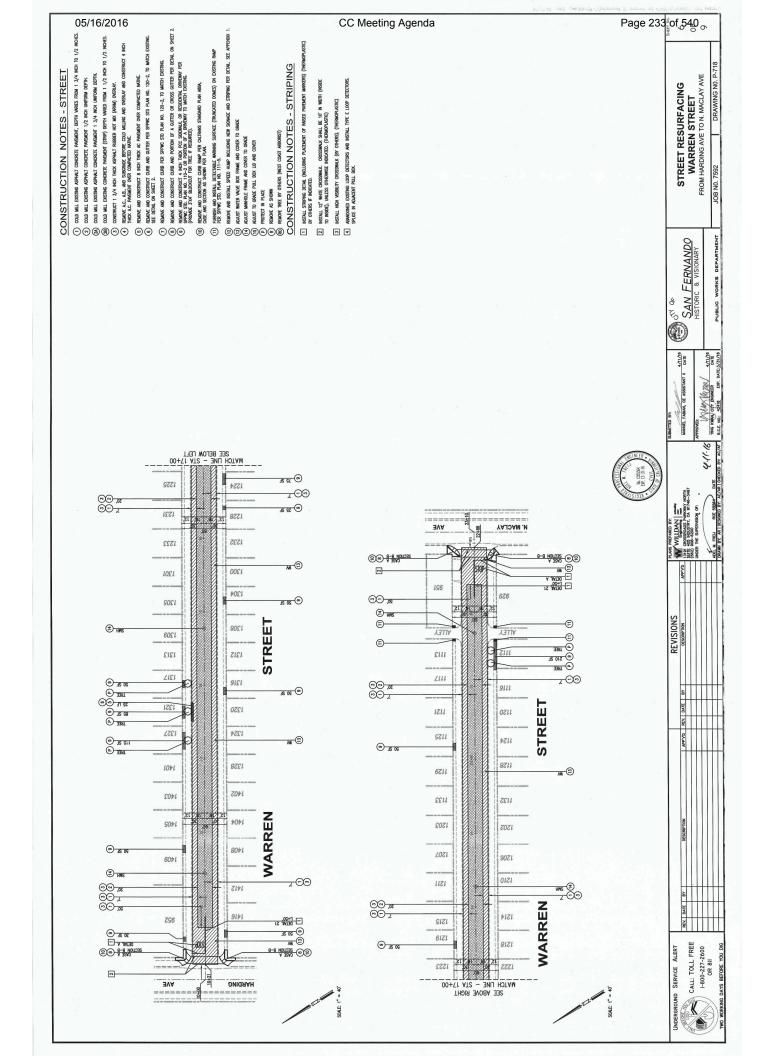
JOB N0. 7592

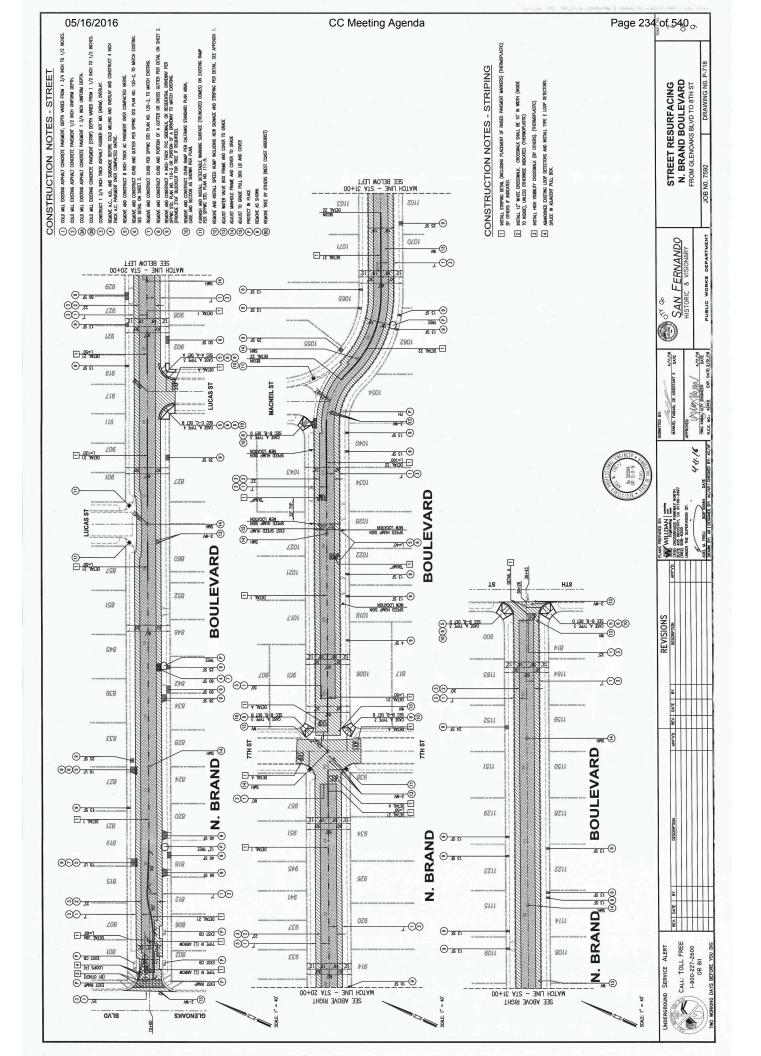


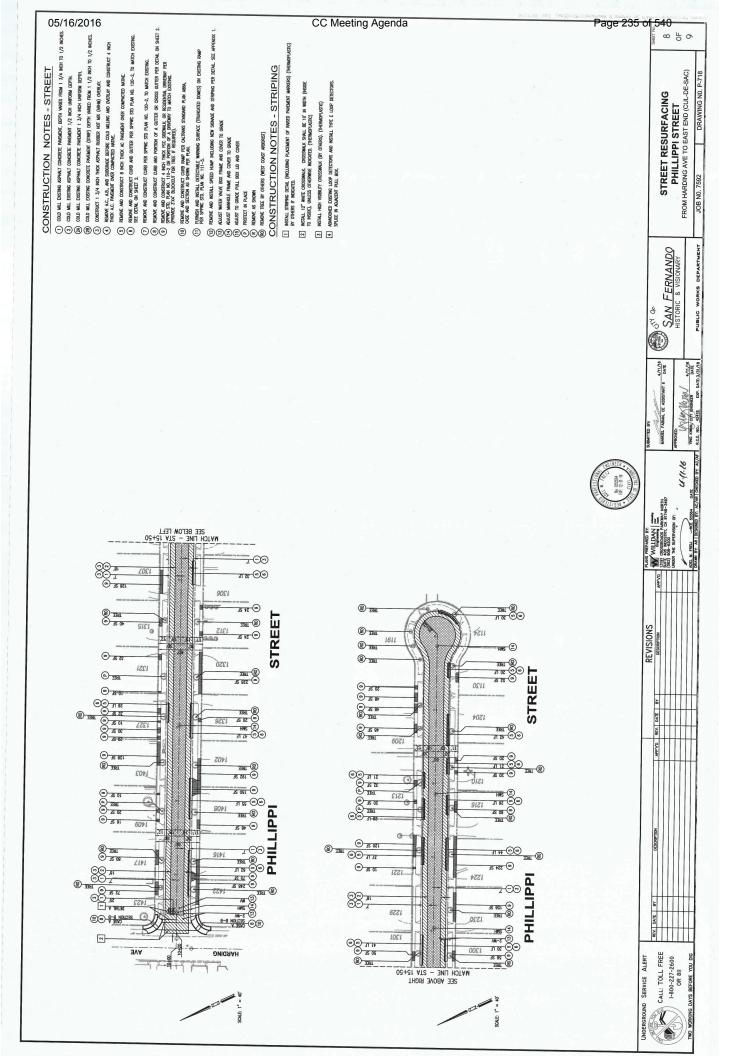


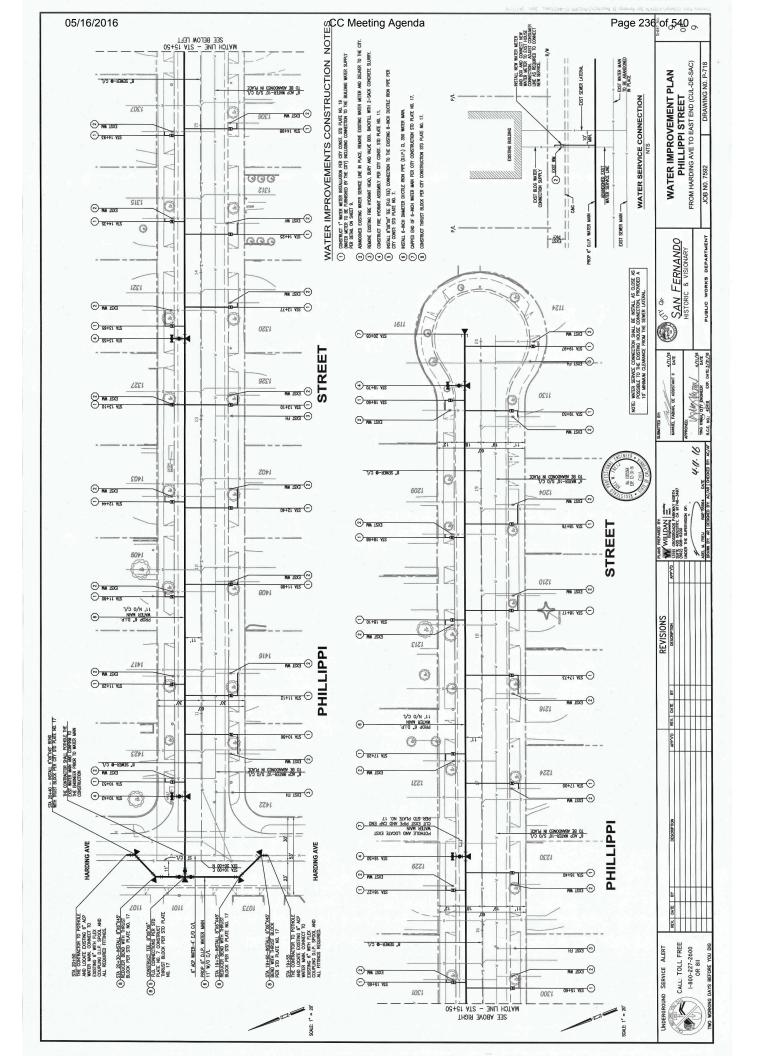














### **CONSTRUCTION CONTRACT/AGREEMENT**

# TORO ENTERPRISES, INC. Annual Street Resurfacing Project FY 2015-2016 Plan (P-718) and Specifications (Job No. 7592)

THIS AGREEMENT, made and entered into this <u>16<sup>th</sup></u> day of <u>May</u> 2016, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and <u>TORO ENTERPRISES, INC</u> "CONTRACTOR."

### WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

- 1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved **Annual Street Resurfacing Project FY 2015-2016 Plans (P-718) and Specifications (Job No. 7592)**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.
- 2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Annual Street Resurfacing Project FY 2015-2016, Job No. 7592, Plan No. P-718** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated May 3, 2016.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

	(\$	).
Improvement the stipulated sum of _		
<ol><li>CITY agrees to pay and CC</li></ol>	ONTRACTOR agrees to accept in full paymen	ıt for this Work of

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within fifty (50) working

# CONSTRUCTION CONTRACT/AGREEMENT Annual Street Resurfacing Project FY 2015-2016, Job No. 7592, Plan No. P-718 Page 2 of 3

days.

- 5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.
- 6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.
- 7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.
- 8. CONTRACTOR, by executing this Agreement hereby certifies: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 9. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price \$1,000, whichever greater. or is

SPC15-26 C-2

# **CONSTRUCTION CONTRACT/AGREEMENT** Annual Street Resurfacing Project FY 2015-2016, Job No. 7592, Plan No. P-718

Page	3	of	3

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

	CONTRACTOR	
	BY	
	Title	
	BY	
	Title	
	CITY OF CAN FEDMANDO	
	CITY OF SAN FERNANDO  A Municipal Corporation	
	BRIAN SAEKI	
	CITY MANAGER	
ATTEST:		
ELENA G. CHAVEZ	<u> </u>	
CITY CLERK		
APPROVED AS TO FORM:		
AFFROVED AS TO FORM.		
RICK R. OLIVAREZ		
CITY ATTORNEY OLIVAREZ MADRUGA, P.C.		

# **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that	at we, TORO ENTERPRISES, INC.
as Principal, and	as Surety, SAN FERNANDO, hereinafter called the Owner,
are held and firmly bound unto the CITY OF in the sum of	SAN FERNANDO, hereinafter called the Owner,  (\$)
for the payment of which sum well and truexecutors, administrators and successors, j	(\$) uly to be made, we bind ourselves, our heirs, jointly and severally, firmly by these presents.
	h that whereas the Principal entered into a dated
undertakings, covenants, terms, conditions original term thereof, and any extensions the or without notice of the Surety, and during contract, and shall also well and truly performs, conditions and agreements of any	I well and truly perform and fulfill all the s and agreements of said contract during the hereof that may be granted by the Owner with g the life of any guaranty required under the orm and fulfill all the undertakings, covenants, and all duly authorized modifications of said n this obligation shall be void; otherwise this tue.
extension of time, alteration or modification performed thereunder shall in any way affewaives notice of any and all such changemodifications of the contract documents an IN WITNESS WHEREOF, the above bounde their several seals theday of corporate seal of each corporate party being	, hereby stipulates and agrees that no change, of the contract documents or of the work to be ect its obligations on this bond; and it hereby ges, extensions of time; and alterations or ad/or of the work to be performed thereunder. In parties have executed this instrument under
	(Principal)
ATTEST:	(Address)
	(By)

	(Title)
	(Surety)
ATTEST:	(Address)
	(Ву)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	
	edged before Notary Publics, and a sufficiently power or the authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be deli	vered via first class mail to the following:

### **PAYMENT (LABOR AND MATERIAL) BOND**

KNOW ALL MEN BY THESE PRESENTS: that we, _	TORO ENTERPRISES, INC,
as Principal, and	as Surety
are held and firmly bound unto the CITY OF SAN FE	RNANDO, hereinafter called the Owner
in the sum of	<b>(</b> \$
for the payment of which sum well and truly to be executors, administrators and successors, jointly a	•
The conditions of this obligation are such that v contract, attached hereto, with the Owner dated	•

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of each contract that may hereafter be made, then this obligation shall be void, otherwise this obligation shall remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors, or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California for any materials, provisions, provender or other supplies used in, upon, for or about the performance of the work or labor performed by any such claimant or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, then said Surety will pay for the same, in the amount not exceeding the sum set forth hereinabove and also, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons named in the aforesaid Civil Code Section 3131 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents or of the work to be performed thereunder shall in any way affect its obligations on this bond; and it hereby waives notice of any and all such changes, extensions of time; and alterations or modifications of the contract documents and/or of the work to be performed thereunder.

SPC15-26

	en parties have executed this instrument unde
their several seals theday of _ corporate seal of each corporate party beir	
• • • • • • • • • • • • • • • • • • • •	e, pursuant to authority of its governing body.
	(Principal)
ATTEST:	
ATTEST:	(Address)
	,
	(By)
	(Title)
	(Tide)
	(Compt.)
	(Surety)
ATTEST:	
	(Address)
	(By)
	(Title)
(To be filled in by Surety)	
Data of promium on this hand is t	nor thousand
Rate of premium on this bond is \$	per triousaria.
Total amount of premium charge is \$	,
Surety signatures on this bond must be acknowle	edged before Notary Publics, and a sufficiently power o
attorney must be attached to the bond to verify the	ne authority of any party signing on behalf of a surety.
All notices and demands to the surety shall be del	ivered via first class mail to the following:
<del></del>	

### WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT	ΓS: that	TORO ENTERPRISES	<u>5, INC.</u> as Principal,
hereinafter called Contractor, and			
licensed and domiciled in the state of	California as Sur	rety, hereinafter called Surety, a	are held and firmly bound unto
CITY OF SAN FERNANDO as Obligee	e, hereinafter call	led Owner, in the amount of	
			(\$)
for the payment whereof Contractor and assigns, jointly and severally, fir			rs, administrators, successors
WHEREAS,	TORO ENTE	ERPRISES, INC	as Contractor,
has by written agreement dated		, 2016, entere	d into a contract with Owner
for Annual Street Resurfacing Project	t FY 2015-2016	Plans (P-718) and Specification	<u>is (Job No. 7592),</u> inaccordance
with Drawings and Specifications con	itained in a writte	en and executed contract, which	contract is by reference made
a part hereof, and is hereinafter refe			

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of **one** year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with it terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

SPC15-26

- 2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
- 3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

	ties have executed this instrument under their several seals the , 2016, the name and corporate seal of each corporate
party being hereto affixed and these presents duly authority of its governing body.	, 2016, the name and corporate seal of each corporate signed by each party's undersigned representative, pursuant to
	(Principal)
ATTEST:	(Address)
	(By)
	(Title)
	(Surety)
ATTEST:	(Address)
	(By)
	(Title)
(To be filled in by Surety)	
Rate of premium on this bond is \$	per thousand.
Total amount of premium charge is \$	
Surety signatures on this bond must be acknowled must be attached to the bond to verify the author	dged before Notary Publics, and a sufficiently power of attorney rity of any party signing on behalf of a surety.
All notices and demands to the surety shall be de	elivered via first class mail to the following:
	<u> </u>
	<u> </u>

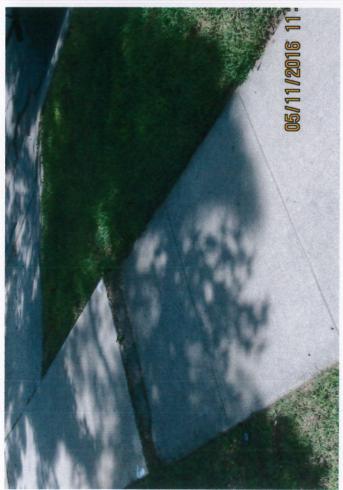
# Attachment C

Liquidambar Trees Photos - Drainage and Accessibility Problems





















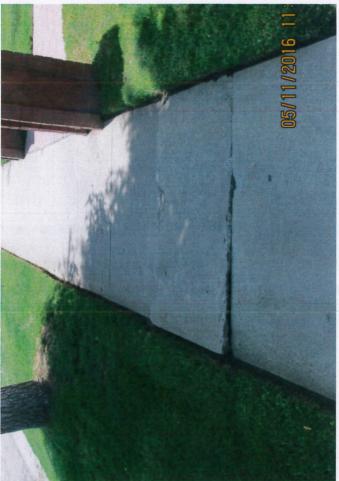


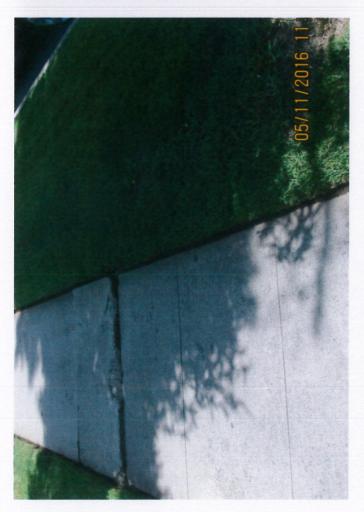












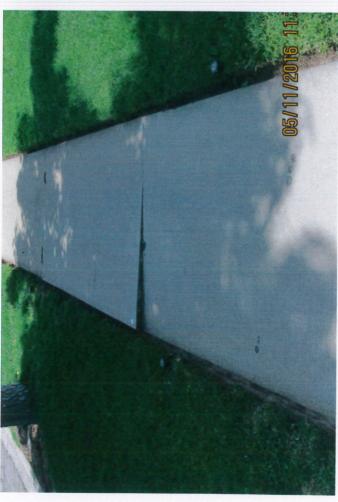




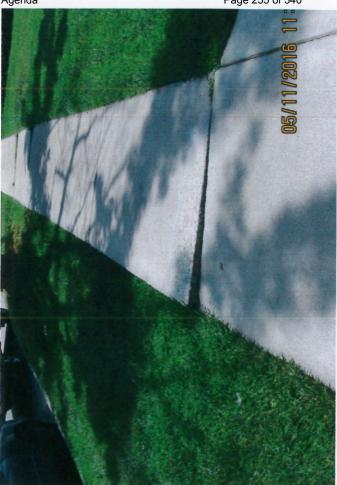


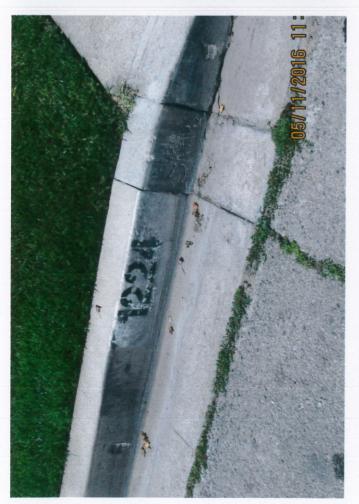




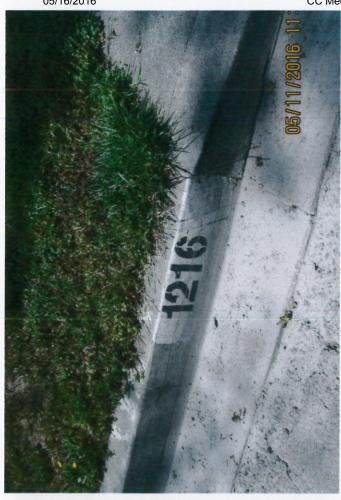






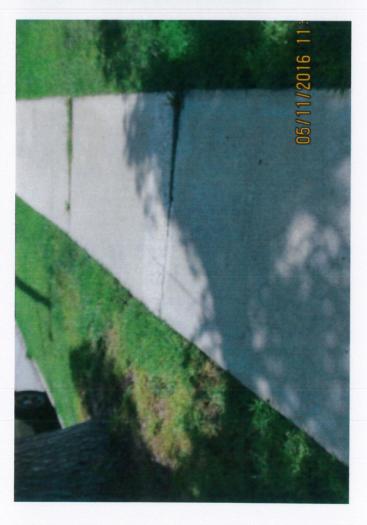














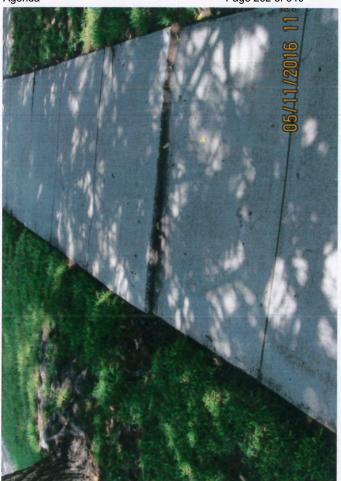




















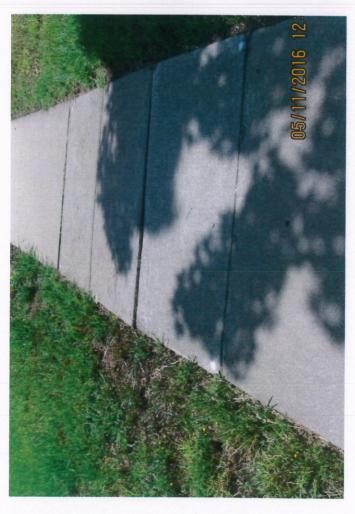








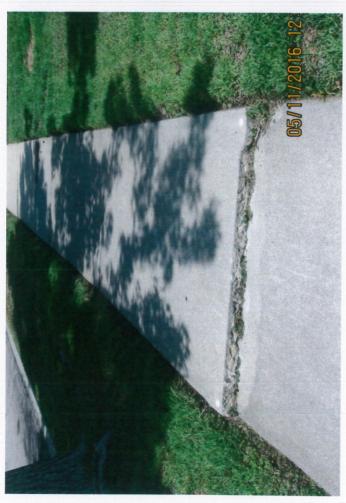










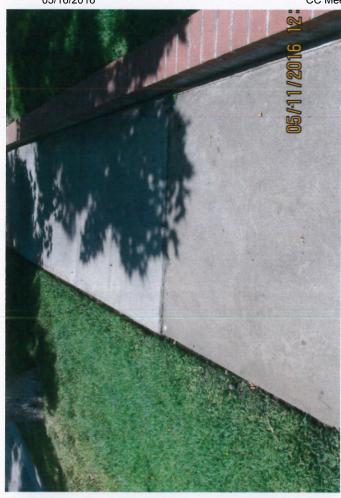










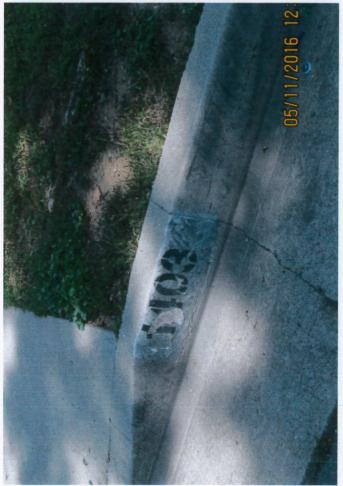


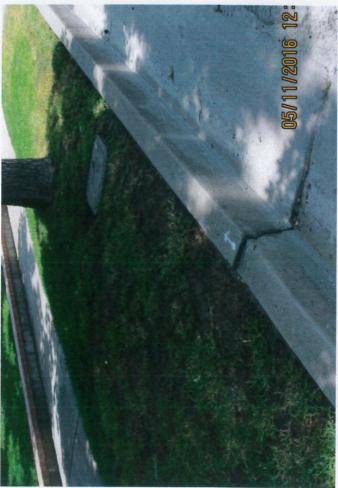






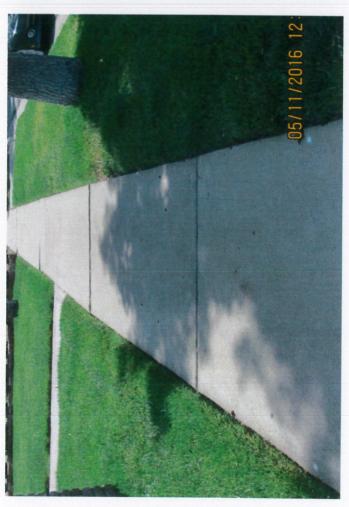


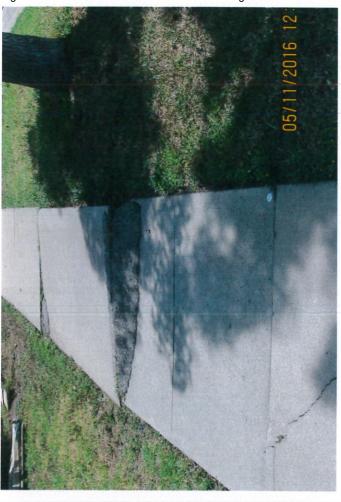




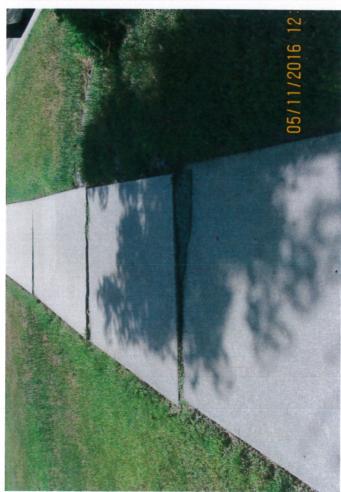














# Street Improvement Project Project No. 7592

Dear Resident/Business Owner:

The City of San Fernando is hard at work to improve our community. As part of this effort, street reconstruction work is scheduled to begin in your neighborhood. The project will include removal/replacement of street materials and some concrete sections (curb, gutter, and sidewalk). The project will also include the installation of a new water main and water services. Apart from any unforeseen difficulties, the reconstruction of improvements is scheduled to begin on Monday, <u>June 6, 2016 and will be completed by Monday, August 15, 2016</u>. Project working hours will be between 7:00 a.m. and 4:00 p.m. During construction, please be aware that parking may be impacted.

### **Street Trees**

Over the years, the existing street trees (Liquidambar), have caused damaged to the existing infrastructure, impacting drainage and sidewalk accessibility. As a result of the upcoming construction work, it may be necessary to remove and replace these trees with new trees that have less-invasive root systems. Enclosed is a form for you to complete and return to the City regarding new tree installation. Please let us know if you would like for us to plant a tree in front of your home. If we do not receive a response by **Tuesday, May 10, 2016**, we will proceed to plant the tree for the location. It is expected that tree planting work will begin on Monday, May 16, 2016.

Be sure to carefully follow the traffic control signs and all instructions from the contractor's representative and or the City's Inspector regarding the parking restrictions and pedestrian access restrictions during the construction period.

If there are any questions or concerns, you can contact Public Works at (818) 898-1222.

Thank you for your patience and cooperation.

City of San Fernando Public Works Department



### TREE PLANTING AND REFORESTATION REQUEST FORM

I the property owner of _	
Request that the City of San Fernando plant a tree of Such planting work will take place in conjunction wit determined that the existing tree is diseased or dying impacted during construction work. I agree to perfoweeding and providing water for establishment of the	h the upcoming street improvement project if it is g OR if the root structure of the existing tree is rm general upkeep of the tree planting bed by
Property Owner Signature	Date
Address	
Phone Number	
I do not want a tree planted adjacent to my pro	operty.

Tree Replacement Species Raywood Ash





### Proyecto de mejora de la calle Proyecto No. 7592

### Estimado propietario/dueño de negocio:

La ciudad está haciendo todo lo posible para mejorar nuestra comunidad. Como parte de este esfuerzo, trabajo de reconstrucción de pavimento está programado para su vecindad. El proyecto incluirá remover y remplazar pavimento y concreto (acera). El proyecto también incluirá la instalación de una línea de agua y servicios de agua nuevos. Sin dificultades inesperadas, el proyecto esta programado comenzar para el lunes, 6 de junio del 2016 y terminar el lunes 15 de agosto del 2016. Los horarios de construcción serán de lunes a viernes de **7:00 a.m. and 4:00 p.m.** Durante la construcción, estacionamiento podría ser impactado.

### Arboles sobre la calle

Durante los años, los arboles existentes (Liquidambar), han causado daño a la infraestructura, impactando drenaje y accesibilidad de la banqueta. Como resultado del proyecto vigente, podrá ser necesario remover y remplazar los arboles con árboles nuevos que tengan un sistema de raíz no invasiva. Adjunta hay una forma para que complete y regrese a la ciudad con respecto a la instalación de árboles nuevos. Por favor déjenos saber si desea que plantemos un árbol en frente de su propiedad. Si no recibimos su respuesta para el martes, 10 de mayo del 2016, plantaremos un árbol en frente de su residencia. Se espera que lo arboles sean plantados comenzando el lunes, 16 de mayo del 2016.

Favor de obedecer los rótulos de tráfico y cualquier instrucción recibida del contratista y/o el inspector de la ciudad respecto a las restricciones de estacionamiento y acceso peatonal durante el periodo de construcción

Si tiene alguna pregunta o preocupación, favor de comunicarse al Departamento de Obras Publicas al (818) 898-1222.

Le agradecemos su paciencia y cooperación.

Departamento de Obras Publicas de la ciudad de San Fernando



### FORMULARIO DE SOLICITUD DE PLANTACION DE ARBOL

Yo	propietario de	
de árbol se llevara a árbol está enfermo	a cabo en conjunto con el proyecto de o sin vida O si la estructura de raíces d	la vía pública junto a mi propiedad. El planteo mejora de pavimento si se determina que el el árbol es impactada durante la construcción. proveerle agua para que se establezca.
Firma del propietar	io	Fecha
Domicilio		
Numero de teléfon	0	
No deseo que	se plante un árbol en frente de mi pro	piedad.
	Espacia da ár	hal

Especie de árbol Raywood Ash





# ANNUAL STREET RESURFACING PROJECT FISCAL YEAR 2015-2016 JOB NO. 7592, PLAN NO. P-718 **NOTICE OF INVITING BIDS**

SAN FERNANDO CITY HALL – 117 MACNEIL STREET, SAN FERNANDO, CA 91340

PROPOSAL DUE DATE: TUESDAY, MAY 3, 2016 – 11:00 AM

No.	Company Name	Address	Date and Time Received	Cost
1	All American Asphalt	PO Box 2229 Corona, CA 92878-2229	5/3/16 (10:53 am)	\$1,168,000.00
7	Toro Enterprises Inc.	PO Box 6285 Oxnard, CA 93031	5/3/16 (10:53 am)	\$1,062,649.50
m	Palp, Inc. (DBA Excel Paving Co.)	2230 Lemon Ave Long Beach, CA 90806	5/3/16 (10:56 am)	\$1,189,453.00
4	Sully-Miller Contracting Co.	135 S. State College Blvd. Suite #400 Brea, CA 92821	5/3/16 (10:57 am)	\$1,078,000.00
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7				
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### AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Ismael Aguila, Recreation and Community Services Director

May 16, 2016 Date:

Facility Fee Waiver Policy Update Fiscal Year 2015-2016 Subject:

### **RECOMMENDATION:**

It is recommended that the City Council receive and file this report.

#### **BACKGROUND:**

On November 18, 2013, the City Council approved a Facility Fee Waiver Policy (Attachment "A") that outlines the administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City parks, facilities, meeting rooms, and amenities.

#### **ANALYSIS:**

Since the policy was approved, the Recreation and Community Services (RCS) Department has implemented and monitored all fee waiver requests. This year, there were five fee waiver requests submitted and approved, which included Pukuu Cultural Community Services, Vision y Compromiso, Metro, San Fernando Elementary, and Los Angeles County Chief Executive Office. According to the adopted policy, the RCS Department waived \$1,779.50 of a total of \$2,274.50 of facility costs.

### **BUDGET IMPACT:**

There will be no impact to the General Fund for FY 2015-2016. Revenues and expenditures have been budgeted for FY 2015-2016, thus there will be no impact to the General Fund.

### Facility Fee Waiver Policy Update Fiscal Year 2015-2016

Page 2 of 2

### **CONCLUSION:**

It is recommended that the City Council receive and file this report.

### **ATTACHMENTS:**

- A. Facility Fee Waiver Policy (Resolution No. 7573)
- B. Summary of Fee Waivers

### **RESOLUTION NO. 7573**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AUTHORIZING THE ADOPTION OF A FACILITY FEE WAIVER POLICY

WHEREAS, the City of San Fernando owns and operates public parks, facilities, meeting rooms, and amenities (City Facilities) available for use by the community; and

WHEREAS, the City of San Fernando wishes to provide organizations offering community programming to residents of the City of San Fernando access to City Facilities; and

WHEREAS, it is necessary that the City of San Fernando provide an administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City Facilities.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

- Approves and adopts the City of San Fernando Facility Fee Waiver Policy (Exhibit "A"); and
- 2. Designates the City Manager and Recreation and Community Services Operations Manager as the authorized representatives to review and approve fee waiver requests (Exhibit "B") as described in the City of San Fernando Facility Fee Waiver Policy.

PASSED, APPROVED, AND ADOPTED this 18th day of November, 2013.

Antonio G. Lopez, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) ss
CITY OF SAN FERNANDO )

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18<sup>th</sup> day of November, 2013, by the following vote to wit:

**AYES:** 

Lopez, Ballin, Avila, Fajardo, Gonzales – 5

**NOES:** 

None

ABSENT:

None

Elena G. Chávez, City Clerk

CITY OF SAM	N FERNANDO	POLICY/PROCEDURE	
NUMBER		SUBJECT	EXHIBIT "A"
ORIGINAL ISSUE	EFFECTIVE		
November 18, 2013	November 18, 2013	RECREATION AND COMMUNITY SERVICES	
CURRENT ISSUE	EFFECTIVE	CATEGORY	
SUPERSEDES		FACILITY FEE WAIVER POLICY	

### Section 1. PURPOSE

To outline the administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City Parks, Facilities, Meeting Rooms, and Amenities hereafter referred to as City Facilities. This policy does not apply to use of facilities located in City Hall, Police Department, and Public Works.

### Section 2. POLICY

In an effort to provide support for organizations providing valuable community services that the City is not able to provide, specific guidelines have been established for determining when permit or rental fees for the use of City Facilities may be waived. These criteria must be met in order for a request to be considered, however meeting the criteria does not guarantee approval of fee waivers.

### Section 3. QUALIFYING CRITERIA

Requesting Organization must meet all three (3) of the following criteria:

### 1. Organization

- A. The event/activity is conducted by one (1) of the following:
  - a) A non-profit organization based in the City of San Fernando or a regional non-profit organization serving a significant portion of City of San Fernando residents and is able to provide a copy of IRS Letter of Determination.
  - b) A Government entity where the use is related to the performance of that agency's governmental duties which are related to or of significant importance to City of San Fernando residents.
  - c) An organization that is in a formal partnership with the City as approved by City Council.
  - d) A professional Association of which City staff are members and will professionally benefit from attendance at the event/activity (i.e., League of California Cities, etc).

## FACILITY FEE WAIVER POLICY Page 2

- B. The organization conducting the event/activity meets all of the following:
  - a) The imposition of the fees would create a financial hardship on the organization or would have a detrimental effect upon the services provided to the public.
  - b) The organization has sought out all reasonable alternative facilities prior to submission of the fee waiver request.
  - c) The organization is able to list the City of San Fernando as Additionally Insured on their Certificate of Insurance if required to do so by the City.

### 2. Event/Activity

The event/activity conducted must meet all of the following criteria:

- A. The event/activity must be related to general City business, could be considered within the scope of services that the City does or could provide to its residents, and is aligned with the City's adopted priorities.
- B. The event/activity furthers the purpose of the organization and is not purely social in nature.
- C. The event/activity is of significant value to the City of San Fernando, the community or to a significant portion of San Fernando residents.
- D. The event/activity will have no significant detrimental impact on the City facilities used, City resources, or the ability of the City to deliver its normal level of service to the public.
- E. The event/activity is scheduled during normal operational hours of the facility.
- F. Supporting the event or use of a facility does not necessitate that the City expend overtime pay or extra staffing costs.
- G. If a fee is charged at the event/activity, a reasonable portion of the proceeds will be paid to the City to offset the City's direct costs created by the event/activity.

### 3. Application Process

A. The Facility-Use Application or Special Event Application must be completed and submitted to the Recreation and Community Services Director prior to a Fee Waiver Request no later than forty five (45) days prior to the event/activity date for the use of a City Facility.

## FACILITY FEE WAIVER POLICY Page 3

B. The Fee Waiver Request Form must be completed and attached with the Facility-Use Application or Special Event Application upon submittal to the Recreation and Community Services Director.

### Section 4. APPROVAL/DENIAL

- 1. The request for fee waiver will be reviewed by the Recreation and Community Services Director to determine eligibility. Approval of fee waivers will be reviewed and approved as follows:
  - Recreation and Community Services Director can review and approve a request <u>up to</u> the amount of \$500 per calendar year per organization.
  - City Manager can review and approve <u>up to</u> the amount of \$1,000 per calendar year per organization.
  - City Council can review and approve any amount <u>over</u> the amount of \$1,000 per calendar year per organization.
- 2. The fee waiver shall not exceed \$3,000 (combined) per fiscal year, without further City Council approval.
- 3. The Recreation and Community Services Director will respond to the organization requesting the fee waiver within ten (10) business days.
- 4. Fee waivers are for Department facility permit fees only. Direct costs including but not limited to, vehicle costs, traffic control, staff time, utility costs, or other City fees are not eligible for a fee waiver or reduction under this policy.
- 5. All facility requirements and policies must be followed regardless of fee waiver. No City program or active reservation will be displaced to allow a fee waiver event to take place.
- 6. Staff will provide to the Parks, Wellness and Recreation Commission, City Manager, and City Council all fee waiver requests that have been approved and/or implemented during the past quarter.

### 7. Approval or Denial:

- a) No more than one (1) event/activity per calendar year will be approved for any one organization.
- b) Appropriate recognition of the City of San Fernando as a co-sponsor of the event/activity shall be included on all promotional materials if deemed appropriate by designated department representative.
- c) The fee waiver does not apply to deposits. All deposits normally due for a facility rental are due as described in the Facility-Use Application and/or Special Event Application prior to formal approval being given for the fee waiver.

## FACILITY FEE WAIVER POLICY Page 4

- 8. Events/Activities Not Eligible for Waiver:
  - a) Events/activities sponsored by private individuals.
  - b) Events/activities primarily of a fundraising or charitable nature unless the funds directly benefit City-owned facilities, programs, and/or residents.
  - c) For-profit organizations or groups.
  - d) Reoccurring events/activities such as daily, weekly, and/or monthly.
  - e) Events/activities that are not open to the public.
  - f) Organizations based outside the City of San Fernando limits (unless the demonstrated benefits are primarily to the residents of the City of San Fernando).
  - g) Projects or organizations who have failed to fulfill their obligations during previous events or activities for which Department facility permit fees were waived or reduced.
  - h) Applicants that fail to abide by the policy and procedures set forth in this policy will be ineligible to receive future fee waivers for a period of at least two (2) years.

### Section 5. AUTHORITY

By order of Resolution No. 7573, Facility Fee Waiver Policy adopted by the City Council on November 18, 2013.



# City of San Fernando FACILITY FEE WAIVER REQUEST FORM

ORGANIZATION CONTACT INFORMATION:
Name:
Organization Contact: E-mail:
Address:
Phone: Fax:
Type of Organization (check only one):
Non-profit: (Please provide ID #) City Partner:
Governmental Agency: Other: (Please describe:)
EVENT INFORMATION:
Date of event: Time of event: start time: am/pm end time: am/pm
Facility requested (park name, room):
Total time requested for event (include anticipated set-up and tear down time):
Start time: End time:
Please indicate which application you submitted? Special Events: Facility Rental:
Name of Event:
Has your organization sought out all reasonable alternative facilities prior to submission of the fee waiver request? Yes/No (if so, please list below):
What is the event's general content focus (check all that apply):  Education: Entertainment: Screenings/vaccinations: Recreational: Other:
Please provide the details of event:

### City of San Fernando FACILITY FEE WAIVER REQUEST FORM

Please provide the following information regarding the event:	
Anticipated number of attendance for event:	
What percentage of attendance will be residents of the City of San Ferre	nando?
• Targeted demographics (check all that apply):	
Children: Teens: Adults: Seniors:	
• Are you collecting a fee or donation for the event? Yes/No (if yes, ple	ease explain)
	4
<ul> <li>Projected revenues from event: \$ (include: fees, donations etc.)</li> </ul>	, external funding,
Projected expenses from event: \$ (minus in-kind/volunteer su	apport, gifts, etc.)
ACKNOWLEDGEMENT:	
,, understand and agre	ee to the following:
<ul> <li>I have read the City of San Fernando's Facility Fee Waiver Policy.</li> <li>I am applying for a fee waiver based on the belief that my organization qualifying criteria in Section III of the Facility Fee Waiver Policy.</li> <li>I certify that all of the information on this request form is accurate knowledge.</li> <li>I understand and am willing to provide the City any additional docume expedite the approval process, which may include the organizations of event financial statement, and/or a letter from the IRS proving active in I understand that submission of this request does not guarantee approve.</li> <li>I understand that all facility requirements and policies must be followed fee waiver/reduction.</li> <li>I understand that all decisions are final.</li> </ul>	e to the best of my ents upon request to financial statement, on-profit status. al of fee waivers.
Signature: Date:	
OFFICE USE: Facility-use/Special Event Application (including payment) received by:	Date:
Reviewed by: Date: Total Fee Waiver Request:	\$
Approved: Yes / No Date: Total Fee Waiver Approved:	\$

Number of People: 20-60

3.5 hours

Length of Event:

#### ATTACHMENT "B"

Summary of Fee Waiver Requests July 2015 - May 2015

Name of Organization: LA County Chef Executive Office

Type of Organization: Government

Type of Event: **Public Meeting** Date of Event: September 14, 2015

Facilties Used: San Fernando Recreation Park

Total Cost: \$192.50 Fees Waived: \$192.50 Final Cost:

Name of Organization: Vision y Compromiso

Type of Organization: Non-Profit

Type of Event: Dinner/Dance Fundraiser Number of People: 200 Date of Event: September 25, 2015 Length of Event: 7.5 hours

Facilties Used: Las Palmas Park Gym Total Cost: \$982.50

\$487.50 Fees Waived: Final Cost: \$495.00

Name of Organization: METRO Type of Organization: Government

Safe Routes to School Summit Type of Event: Number of People: 50-99 Length of Event: 5.5 hours

Date of Event: October 15, 2015

Facilties Used: San Fernando Recreation Park

**Total Cost:** \$456.50 Fees Waived: \$456.50 Final Cost:

Name of Organization: Pukuu Cultural Community Services

Type of Organization: Non-profit

Type of Event: Winter Social Gathering Number of People: 150 Date of Event: Length of Event: December 13, 2016 4.5 hours

Facilties Used: Las Palmas Gym

\$423.00 Total Cost: Fees Waived: \$423.00

Final Cost:

Name of Organization: San Fernando Elementary

Type of Organization: School/Government

5th Grade Picnic Type of Event: Number of People: 125 Date of Event: June 3, 2016 Length of Event: 4 hours

Las Palmas Picnic Area Facilties Used:

Total Cost: \$220.00 \$220.00 Fees Waived: Final Cost: 0

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## AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** May 16, 2016

**Subject:** Consideration to Adopt a Resolution Authorizing Submittal of an Application for

California Department of Resources Recycling and Recovery (CalRecycle)

Payment Programs and Related Authorizations

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Adopt Resolution No. 7733 Authorizing Submittal of an Application for CalRecycle Payment Programs and Related Authorizations (Attachment "A"); and
- b. Authorize City Manager to execute all agreements applicable to CalRecycle Payment Program.

#### **BACKGROUND:**

Pursuant to the California Beverage Container Recycling and Litter Reduction Act, the California Department of Resources Recycling and Recovery distributes grant funding to eligible cities, counties and joint powers authorities for beverage container recycling and litter cleanup activities. Cities and counties receive funds on a per capita basis, with a \$5,000 minimum for cities and \$10,000 for counties annually.

The City has received Payment Program money from CalRecycle since Fiscal Year (FY) 2005-2006. Funding has averaged \$6,100 per grant cycle. Funding is primarily used for programs and educational materials that encourage residents to properly recycle beverage containers, which ultimately assists the City in meeting its state-mandated waste diversion requirements. In order for the City of San Fernando to continue to be a recipient of CalRecycle's Payment Program, City Council must declare, by resolution, certain authorizations related to program administration.

Consideration to Adopt a Resolution Authorizing Submittal of an Application for California Department of Resources Recycling and Recovery (CalRecycle) Payment Programs and Related Authorizations
Page 2 of 2

#### **ANALYSIS:**

The purpose of the Payment Program is to achieve an 80 percent recycling rate for all California Refund Value beverage containers (e.g. aluminum, glass, plastic and bi-metal). Projects implemented by cities and counties supported by funds from the Payment Program assist in reaching and attaining this goal.

Recently, CalRecycle implemented several changes to the Payment Program in response to recommendations by the State Auditor. The changes improve fiscal accountability and better align this program with CalRecyle's other payment programs. Among the changes is a new requirement to adopt an authorizing resolution by agencies applying for funds through this program. Adopting an authorizing resolution will guarantee a city's ability to apply for all payment programs which they are eligible for in a timely manner.

The proposed Resolution (Attachment "A"), authorizes the City to submit an application to CalRecycle for any and all payment programs offered, and allows the City Manager, or designee, to execute all documents necessary to secure payments awarded by CalRecycle through the Payment Program. If approved, the proposed Resolution will be effective until rescinded by the City Council.

#### **BUDGET IMPACT:**

The costs associated with CalRecycle Payment Program are funded entirely by award monies received through CalRecycle's Payment Program. There will be no impact to the City's General Fund.

#### **CONCLUSION:**

Staff recommends the City Council adopt Resolution No. 7733 authorizing submittal of an application for California Department of Resources Recycling and Recovery Payment Programs and related authorizations and to authorize the City Manager to execute all agreements applicable to the Payment Program.

#### ATTACHMENT:

A. Resolution No. 7733

#### **ATTACHMENT "A"**

#### **RESOLUTION NO. 7733**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION FOR CALRECYCLE PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

**WHEREAS**, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

**WHEREAS**, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

**NOW, THEREFORE, BE IT RESOLVED** that the City of San Fernando is authorized to submit an application to CalRecycle for any and all payment programs offered; and

**BE IT FURTHER RESOLVED** that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

**BE IT FURTHER RESOLVED** that this authorization is effective until rescinded by the Signature Authority or this governing body.

PASSED, APPROVED, AND ADOPTED this 16<sup>th</sup> day of May, 2016.

	Robert C. Gonzales, Mayor
ATTEST:	
Elena G. Chávez, City Clerk	

STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
	t the foregoing Resolution was approved and adopted at a held on the 16 <sup>th</sup> day of May, 2016, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	_



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## AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

By: Chris Marcarello, Deputy City Manager/Public Works Director

**Date:** May 16, 2016

**Subject:** Consideration to Award a Contract for Public Transportation Services

#### **RECOMMENDATION:**

It is recommended that the City Council approve the terms and award a five-year agreement (Attachment "A" - Contract No. \_\_\_\_) with Parking Company of America (PCA) through June 30, 2021 to provide public transportation services in the City of San Fernando.

#### **BACKGROUND:**

- 1. On May 19, 2008, the City Council awarded a five-year contract to First Transit, Inc. for the maintenance and operation of the City's transit related services.
- 2. On June 2, 2013, the City Council approved a two-year contract extension with First Transit, Inc.
- 3. On May 18, 2015, the City Council approved a one-year contract extension with First Transit, Inc.
- 4. On December 7, 2015, the City Council received an overview regarding the City's public transportation program and provided direction relative to several key components included in the Request for Proposals (RFP) document.

#### **ANALYSIS:**

The City of San Fernando offers residents a public transportation program that includes dialaride and fixed route trolley services. The existing contract with the City's transportation contractor is scheduled to end in June 2016. As such, the City developed a Request for Proposals (RFP) document relative to transportation services and solicited proposals from transportation contractors (Attachment "B"). Prior to developing the RFP, the City Council provided direction relative to several key components of the RFP, including service levels, performance, vehicles, and other related items.

Page 2 of 6

#### Project Description/Scope of Services

The scope of work in the attached specification includes providing management and operation of the San Fernando Transit system, which operates the Mission City Transit/Dial-A-Ride and Trolley services. The specifications provide for the same services as currently offered, with enhanced reporting, service levels, documentation, and safety programs. In addition to cost, firms were evaluated on several criteria, including:

- Prior experience providing transit services in other communities.
- Ability to meet the needs of the City, as listed in the request for proposal.
- The proposed project manager's experience.
- The proposed location, vehicles and equipment to be used in providing transit services.
- The proposed approach used to help dispatch vehicles, ensure customer satisfaction, and improve operating efficiencies.

#### **Evaluation Criteria**

Proposals submitted to the City were reviewed by a panel of City department heads. The three companies that submitted proposals were asked to participate in an in-person interview with City staff in April 2016. As indicated in the RFP, Section 2I, Screening, Selection and Award (see RFP Page 7, Section 2I); fee schedules and costs are not the sole criteria for award of this agreement. Instead, evaluation criteria for the proposals includes several categories, including experience, facility and equipment listing, cost, safety and training practices, management ability, and reference checks.

After interviewing the three transit firms, the three firms were asked to submit "Best and Final Offers" in accordance with Section 2I, Screening, Selection and Award (see RFP Page 7, Section 2I). These three firms all submitted high quality proposals, received positive remarks from other cities that utilize their services, and were relatively close in cost. The three firms include First Transit (FT), MV Transportation (MV), and Parking Company of America (PCA) (Attachment "C").

#### Transit Services Experience

Firms were asked to list relevant experience providing transit services in other local cities. Each vendor received high remarks for the services they provide. Below is a list of public agencies served by each firm.

Firm Related Public Agency Experience	
FT	San Fernando, Paramount, Monterey Park, San Gabriel
MV	Lynwood, Burbank, Beverly Hills
PCA	Montebello, Bell Gardens, Cudahy

Page 3 of 6

#### Operations Facility Proximity to San Fernando

Bidders were asked to provide information about the operations facility that would be used to service the City of San Fernando's vehicles. Below is a list of the proposed maintenance and operations facility for each firm.

Firm	Facility Location	
FT	El Monte	
MV	Sylmar	
PCA	Commerce	

#### **Employee Salaries/Benefits**

Bidders were asked to provide information about employee salaries/benefits. All bidders are required to comply with City Living Wage regulations and/or State Minimum wage regulations. Below is a summary of this information.

Firm	Proposed Salaries/Benefits		
ГТ	Driver Starting Wage: \$11.50 per hour		
FT	Benefits: Health Insurance, Vacation, 401K, Incentive Programs		
MV	Driver Starting Wage: \$12.50 per hour		
	Benefits: Health Insurance, Vacation, Safety Bonus		
DCA	Driver Starting Wage: \$13.00 per hour		
PCA	Benefits: Health Insurance, Vacation, Award Programs		

#### **Proposed Equipment**

Bidders were asked to provide information about the proposed equipment that would be used as part of this contract. Please note that the existing trolleys owned by the City will continue to be used for fixed route services. Vehicles will be required to purchase compressed natural gas (CNG) at the City's fueling station. Below is a list of the proposed vehicles that will be used.

Firm	Proposed Equipment		
FT	Trolley: Existing Vehicles		
[ ]	Dial-A-Ride: 2016 Ford E450 CNG 10 Passenger Vehicles		
N // /	Trolley: Existing Vehicles		
MV	Dial-A-Ride: 2012 Ford E350 CNG 10 Passenger Vehicles		
	Trolley: Existing Vehicles		
PCA	Dial-A-Ride: 2016 Ford E350 CNG 8 Passenger Vehicles OR		
	2016 Minivan Option (not CNG)		

Page 4 of 6

#### **Technology**

Bidders were asked to provide information about the technology services and vehicle tracking programs used in providing transportation services. Below is a list of the proposed technology programs used by each firm.

Firm	Included in Proposal?	Proposed Equipment
FT	Yes – Available to City Staff Available for all Vehicles	<ul> <li>Scheduling/dispatch information will be available for City staff to view via Google Drive.</li> <li>A GPS vehicle tracking system called Fleet Solutions will be available for City staff to check on bus locations and existing route performance.</li> </ul>
MV	Yes – Available to City Staff Available for Dial-A-Ride Vehicles	<ul> <li>A web-based scheduling/dispatch system will be available for dial-a-ride vehicles using Simpli Transport.</li> <li>Performance information will be available via TimePoint.</li> <li>An on-board camera monitoring system will be installed, including DriveCam and Mobileye programs.</li> </ul>
PCA	Yes – Available to City Staff and General Public Available for all Vehicles	A web-based performance application will be available. Application tracks estimated arrival times, schedules, and interaction with dispatch services.

#### Total Cost Information

Each proposal was required to include the overall cost to the City. The cost calculation is based on several components including a fixed fee plus an hourly fee times the number of vehicle revenue hours actually operated each month. In addition, the City pays for the actual cost of fuel used by all transit vehicles. This cost calculation ensures that the City is paying for services as demand warrants it, as opposed to paying a fixed fee for services whether there is low or high demand.

Below is a brief summary of the overall costs. Each proposal includes a more detailed cost analysis showing each cost component. It should be noted that the costs below do not include fuel costs. It is estimated that fuel costs will add an additional \$40,000 annually (depending on fuel costs).

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Firm	1 <sup>st</sup> Year Cost	5-Year Cost
FT	\$ 461,005.56	\$ 2,545,059.84
MV	\$ 518,953.00	\$ 2,791,863.00*
PCA Bus Option	\$ 479,564.15	\$ 2,584,931.54**
PCA Minivan Option	\$ 458,011.14	\$ 2,522,614.11**

<sup>\*</sup>MV proposed the use of City property to house its operations trailer or the use of City office space for an annual lease payment to the City of \$6,000. If the proposed lease is not accepted, MV would use an existing operations center in Burbank.

In Fiscal Year (FY) 2015-2016, the total cost for local transportation services is estimated at \$475,064, including fuel. All costs are paid through local transportation funds, including Proposition A and C. No General Fund monies are used for transportation services.

#### Overview of Evaluation Criteria

The following chart places a ranking (1= best) on the criteria for each proposal submitted. Several firms have very similar operations, i.e. experience, so the scores will be the same.

Firm	Annual Cost	Experience	Proximity to San Fernando	Salaries/ Benefits	Equipment	Technology
FT	1	1	2	1	1	3
MV	3	1	1	1	2	2
PCA	2	1	2	1	1	1

#### **BUDGET IMPACT:**

Funding for this project is provided through the Los Angeles County Proposition A and C Local Return funding and fare revenues. In FY 2015-2016, the total cost for local transportation services was \$475,064. If the recommendation is accepted, this cost will increase to \$479,564.15, an incremental cost of \$4,500.15, plus fuel costs. Funding for this contract is provided in the proposed FY 2016-2017 budget as follows:

<sup>\*\*</sup>PCA provided two options for transit services, including a bus option (similar to existing services) and a minivan option.

Page 6 of 6

Account	Account Title	Amount
007-440-0442-4260	Contractual Services	\$ 280,000
007-313-0000-4260	Contractual Services	\$ 115,000
007-313-3630-4402	Fuel	\$ 40,000
008-311-0000-4260	Contractual Services	\$ 100,000
	Total	\$ 535,000

The contract term is for five years, through June 30, 2012, with a City option to extend for an additional two years.

#### **CONCLUSION:**

Based on the comprehensive review of bids using the criteria above, it is expected that the proposal from PCA will provide the best value for the City and the residents of San Fernando in terms of service quality and cost. It is expected that a new service provider will help to provide enhanced customer service to San Fernando residents. In addition, PCA's proposal also provides the highest starting wage rate for local transportation drivers. It is also expected that PCA's technology application will allow residents/transit riders (in addition to City staff) instant updates on transit arrival times, transit route information, and direct contact with transit dispatchers.

In its proposal, PCA provided two (2) options for dial-a-ride services, including a bus option (similar to existing services) and a minivan option. As proposed, the bus option is available using alternative fuels while the minivan option is available only using gas. Due to the requirement to utilize alternative fuels, it is recommended that the bus option be accepted by the City.

PCA is a 100% minority-owned company with over fifty years of experience in providing transportation services. The firm has existing public agency and private sector transit services experience and is well-equipped to manage the City's transportation services contract.

#### **ATTACHMENTS:**

- A. Contract No.
- B. Request for Proposals, Questions/Responses, Addendum #1
- C. Proposals (Hardcopy Binders Provided to the City Council under separate cover) and Best and Final Offers





#### **CONTRACT SERVICES AGREEMENT**

#### **Parking Company of America**

**Public Transportation Services** 

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this 16<sup>th</sup> day of May 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Parking Company of America, a Limited Liability Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

WHEREAS, this Agreement was approved by the San Fernando City Council at its meeting of May 16, 2016 under Agenda Item No.\_\_\_\_\_\_.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

#### I. ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services"). Exhibit "A" shall include the CITY's Request for Proposals for Management and Operation of the San Fernando Transit System; the CONTRACTOR's "Proposal for City of San Fernando Management and Operation of the Transit System dated April 20, 2016 and "Best and Final Offer" dated May 5, 2016; all referenced specifications, details, maps, addendums, appendices, all required bonds, insurance certificates, permits, notices, affidavits, and any supplemental agreements clarifying, amending or extending the services contemplated, as they may be required to ensure such services are provided during the term of this Agreement, or any extension thereof, in an acceptable manner. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Services." CONTRACTOR shall not commence with the performance of the Services until such time as CITY issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of five (5) years commencing from the July 1, 2016 and concluding at 11:59 p.m. on June 30, 2021. At its sole discretion, the City shall

**Public Transportation Services** 

Page 2 of 2

hold the option to extend this agreement for two (2) additional one (1) year extension terms.

- 1.3 <u>COMPENSATION</u>: CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **included in Exhibit "B"** (hereinafter, the "Approved Rate Schedule").
- 1.4 <u>PAYMENT OF COMPENSATION</u>: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. Such invoice shall include the following:
  - a) Hourly Rate Charges shall be directly traceable by operator trip sheets and/or time cards, which will be available for review by CITY. Hourly Rate Charges shall be computed and submitted monthly;
  - b) Fixed Monthly Rate Charges shall be invoiced monthly in arrears;
  - c) Reimbursement of fuel costs shall be directly traceable to fuel usage reports and vendor invoices;
  - d) Other charges authorized by CITY, but not covered in the Hourly Rate Charges or Fixed Monthly Rate Charges shall be billed monthly with charges directly traceable to receipts, bills, etc., copies of which shall be attached to the invoice.

If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 <u>OPERATING REVENUES</u>: All operating revenues collected by CONTRACTOR in connection with the services rendered under this agreement are the property of the CITY. Operating revenues include all fares and sales of tickets and passes. Operating revenues shall be collected and administered as specified in Exhibit "A", Scope of Work and the amount itemized and provided to the CITY.
- 1.6 <u>ACCOUNTING RECORDS</u>: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years

**Public Transportation Services** Page 3 of 3

after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

#### II. PERFORMANCE OF AGREEMENT

- 2.1 <u>CITY'S REPRESENTATIVES</u>: The CITY hereby designates the City Manager and Deputy City Manager (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates Pep Valdes, Executive Vice President, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 <u>COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS</u>: CONTRACTOR agrees to work closely with CITY staff in the performance of the Services and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

**Public Transportation Services** Page 4 of 4

- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONTRACTOR represents, acknowledges and agrees to the following:
  - A. CONTRACTOR shall perform all Services skillfully, competently and to the highest standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Services in a manner reasonably satisfactory to the CITY;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
  - D. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
  - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
  - F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, and subcontractors. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and

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experience necessary to perform the Services skillfully, competently and to the highest standards of CONTRACTOR's profession.

- 2.5 <u>ASSIGNMENT</u>: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services shall be performed by CONTRACTOR or under CONTRACTOR's strict CONTRACTOR will determine the means, methods and details of supervision. performing the Services subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONTRACTOR's officers, employees, agents, contractors, or subcontractors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, or subcontractors fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, or subcontractor shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Services.

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- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Services. CONTRACTOR's compliance with applicable laws shall include, without limitation, compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. <u>INDEPENDENT CONTRACTOR STATUS</u>: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

#### III. INSURANCE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Except as otherwise provided herein, CONTRACTOR, continuously throughout the Term of this Agreement procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
  - A. <u>Commercial General Liability Insurance</u>: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Ten Million Dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

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- B. <u>Automobile Liability Insurance</u>: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Ten Million Dollars (\$10,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

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3.6 <u>VERIFICATION OF COVERAGE</u>: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR's commencement of performance under this Agreement. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### **IV. INDEMNIFICATION**

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR's failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

#### V. TERMINATION

5.1 <u>TERMINATION WITHOUT CAUSE</u>: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days' prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Services. CONTRACTOR

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shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

#### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that

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the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of

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the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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5.4 <u>SURVIVING ARTICLES, SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

#### VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 <u>CONFIDENTIALITY</u>: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent of disclosure as legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 <u>FALSE CLAIMS ACT</u>: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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6.4 <u>NOTICES</u>: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

#### **CONTRACTOR:**

Parking Company of America 523 W. 6<sup>th</sup> Street, Suite 528 Los Angeles, CA 90014

Attn: Pep Valdes, Executive Vice President

Phone: (562) 862-2118

Fax:

Email: pvaldes@parkpca.com

CITY:

City of San Fernando 117 Macneil Street San Fernando CA 91340 Attn: Deputy City Manager Phone: (818) 898-1222

Fax: (818) 361-6278

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 <u>COOPERATION; FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 <u>SUBCONTRACTING</u>: CONTRACTOR shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 <u>CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS</u>: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.8 <u>PROHIBITED INTERESTS</u>: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the

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- term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 <u>TIME IS OF THE ESSENCE</u>: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 <u>ATTORNEYS' FEES</u>: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 <u>NO THIRD PARTY BENEFIT</u>: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 <u>CONSTRUCTION OF AGREEMENT</u>: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 <u>SEVERABILITY</u>: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 <u>AMENDMENT; MODIFICATION</u>: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 <u>CAPTIONS</u>: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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- 6.18 <u>INCONSISTENCIES OR CONFLICTS</u>: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 <u>COUNTERPARTS</u>: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO	Parking Company of America
Ву:	Ву:
Brian Saeki, City Manager	Name:
	Title:
APPROVED AS TO FORM	
Ву:	
Rick R. Olivarez, City Attorney	

# NOTICE OF REQUEST FOR PROPOSALS (RFP)

The City of San Fernando is soliciting proposals from interested parties to provide the turn-key management and operation of the City's San Fernando Mission City Transit/Dial-A-Ride and Trolley services, together referred to as San Fernando Transit.

The San Fernando Transit system began providing local transportation in the 2000's and, during the 2014-15 year, provided 9,818 Mission City Transit/Dial-A-Ride trips and 78,348 Trolley trips, for a system total of 88,166 annual passenger trips. At peak, the Mission City Transit/Dial-A-Ride operates a total of two vehicles and the Trolley operates a total of two vehicles. The Trolley operates within the City limits of San Fernando while the Mission City Transit/Dial-A-Ride provides service to destinations within the City limits and some longer-distance trips for medical purposes only. Both services operate 7 days a week.

The City is currently interested in proposals that will address the management, operations, and maintenance of the San Fernando Transit system over the next five years, July 1, 2016 through June 30, 2021, plus two (2) one (1) year options.

Proposal documents may be obtained at the San Fernando City Hall, 117 Macneil Street, San Fernando, CA 91340 or via the City's website at www.sfcity.org. The deadline for submitting proposals is Wednesday, April 20, 2016 at 3:00 p.m.

Please direct all comments or questions to Chris Marcarello, City of San Fernando, 117 Macneil Street, San Fernando, CA 91340.

# REQUEST FOR PROPOSALS MANAGEMENT AND OPERATION OF THE SAN FERNANDO TRANSIT SYSTEM

#### I. DESCRIPTION OF THE PROJECT

The San Fernando Transit system, initiated by the City of San Fernando in the 2000's, provides Dial-A-Ride and community fixed route transit services. Mission City Transit/Dial-A-Ride service is provided to senior residents of the City age 55 and above, individuals with disabilities as certified by City staff, and the general public. Riders may travel within the City and to some longer-distance trips for medical purposes only. The Trolley operates community fixed route services within the City, with two buses operating a single route.

The combined San Fernando Transit services carried a total of 86,166 passenger trips in the year just completed. It is estimated that the services operated a combined total of 10,828 vehicle revenue hours and 146,222 vehicle revenue miles. Exhibit F contains San Fernando Transit operating data for the past three years. An estimated projection of revenue hours and miles is also provided based on current operating hours of service.

The City finances the San Fernando Transit system through Los Angeles County Proposition A and C Local Return funding and fare revenues. The City does not receive any Federal or State transit funding.

#### San Fernando Mission City Transit/Dial-A-Ride

The San Fernando Mission City Transit/Dial-A-Ride provides primarily advance-reservation, curb-to-curb demand responsive transportation to senior residents of the City age 55 and above, individuals with disabilities as certified by City staff, and the general public. Requests for service may be made up to 5 days in advance of the service day or, for trips that are taken on a regular basis at the same day and time each week, can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available. This is not an ADA paratransit service.

Mission City Transit/Dial-A-Ride service operates the following days and hours:

Weekdays (Monday – Friday): 7:30 am – 5:30 pm Weekends (Saturday and Sunday): 12:00 pm – 5:00 pm

The Mission City Transit/Dial-A-Ride service is provided within the City and some longer-distance trips for medical purposes only. Mission City Transit/Dial-A-Ride operates year-around, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. The City reserves the right to direct the operation of reduced levels of service on unofficial holidays and during holiday periods.

A maximum of two (2) ADA-compliant paratransit vehicles are operated in Mission City Transit/Dial-A-Ride service at peak periods and may be modified on weekdays, weekends and holidays by time of day. Beginning with this new contract, the Contractor will be responsible managing and operating San Fernando Mission City Transit/Dial-A-Ride services so as to achieve the City's performance goals for this service and is expected to manage the level of services provided to reflect actual trip demand. Also vehicles and operators will be required to comply with General Public Paratransit Vehicle [GPPV] requirements.

#### **Trolley**

The Trolley is a general public, community fixed route service operating on a single route through the City.

Trolley services operated the following days and hours:

Weekdays (Monday – Friday): 10:00 am – 4:00 pm Weekends (Saturday and Sunday): 11:00 am – 4:00 pm

Two vehicles are to be operated during each of these periods.

Service will be suspended on New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day

#### General

The San Fernando City Council is the policy making body for the San Fernando Transit system. Overall administration, planning, monitoring and marketing of the system is vested in the City's Public Works Department.

Since the inception of San Fernando Transit, the City has utilized the services of an independent management and operations Contractor to provide full "turnkey" management and operation of the system. The City provides policy direction, general supervision and monitoring of services, service and system planning, marketing support and materials, fare media and qualification of residents to use the Mission City Transit/Dial-A-Ride. In addition, the City has historically provided the vehicles for use in the San Fernando Trolley System [See RFP Section 2 herein for "City Duties and Responsibilities."]. As part of this RFP and the transit services, it is expected that the successful contractor will:

- Utilize the City's Trolley vehicles in performance of fixed route services during the entire contract term.
- Provide vehicles for the Mission City Transit/Dial-A-Ride services during the entire contract term.

# II. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

The following shall be considered an essential part of this Request for Proposals ("RFP").

#### A. General Information

The City of San Fernando, California, referred to as "CITY" herein, is requesting proposals for the management and operation of the San Fernando Transit system, which operates the San Fernando Mission City Transit/Dial-A-Ride and Trolley services. For purposes of this RFP, independent contractors interested in submitting proposals are referred to as "OFFEROR" or "CONTRACTOR".

Included as Exhibit B to this RFP is a DRAFT AGREEMENT that will be amended to reflect the specific terms and conditions of this procurement. The term of this Agreement will be for a base period of five (5) years from July 1, 2016 through June 30, 2021, plus two (2) one (1) year options at the City's discretion. The successful OFFEROR to whom an award is made will be required to enter into a Professional Services Agreement ("PSA") with CITY substantially similar to the DRAFT AGREEMENT.

Exhibit A to this RFP is the Scope of Work detailing the services to be provided by the CONTRACTOR. All proposals shall be for the complete "turnkey" management and operation of the San Fernando Transit system, as specified and in all respects, so that the proposal contemplates and ensures a complete "Turn-Key" system such that nothing remains to be purchased, provided or supplied by CITY, other than as noted within the provisions of this RFP. It is understood by each OFFEROR that this RFP requires, in all cases, all elements of a complete operating system for San Fernando Transit.

# B. Tentative Schedule

The tentative schedule and description of events for this procurement are given below:

<b>Date:</b> March 25, 2016	Activity: Issue Request for Proposal (RFP)	
April 4, 2016, 11 a.m.	Deadline for submitting questions and registering for participation in RFP process	
April 11, 2016	Written response by the City; issue Addenda	
April 20, 2016, 3 p.m.	Proposals due; non-public opening is held and evaluation begins	
May 2016	City Council Consideration to Award Contract Agreement executed and Notice to Proceed	
July 2016	Start of Services	

Tentative dates, including start-up date, are subject to change at the sole discretion of the City.

# C. Registration with City/Submission of Questions

For the purposes of communications related to this RFP, interested OFFERORS are encouraged to register with the City and provide related contact information and representative information. OFFERORS may submit information to the City in person, at 117 Macneil Street, San Fernando, California 91340 or by email to <a href="mailto:cmarcarello@sfcity.org">cmarcarello@sfcity.org</a> All registration information should be submitted by 11:00 A.M. on Monday, April 4, 2016. Any communications related to this RFP will also be posted on the City's website at <a href="mailto:www.sfcity.org">www.sfcity.org</a> under the RFPs/RFQs/NIBs section.

Questions and comments may also be submitted in writing to the City of San Fernando, 117 Macneil Street, San Fernando, California 91340, or by email to <a href="mailto:cmarcarello@sfcity.org">cmarcarello@sfcity.org</a> All questions must be received no later than 11:00 A.M. on Monday, April 4, 2016.

In the event of that questions and comments are received, a CITY response will be sent to all parties in the form of an addendum (or addenda) to this RFP no later than Monday, April 11, 2016.

#### D. RFP Addenda

Any changes to the RFP requirements will be made by written addendum. Addenda will be emailed to OFFERORS at the email addresses provided by OFFERORS and posted on the City's website at <a href="https://www.sfcity.org">www.sfcity.org</a> All addenda must be specifically acknowledged in OFFEROR's proposal using Exhibit E, Addenda Acknowledgement Form. Failure to acknowledge receipt of addenda shall cause the proposal to be considered non-responsive. Such proposals will be rejected.

#### E. Verbal Agreement or Conversation

No prior or current verbal conversations or agreements with any officer, agent, or employee of the CITY shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

# F. Required Submittal Information

Each OFFEROR must submit one (1) original signed copy and five (5) duplicate copies of the complete proposal in sealed envelope(s) marked "Transit Service RFP" and the name of the OFFEROR. Proposal submissions must contain sequential page numbers. Please note that proposals are limited to a total of fifty (50) single-sided, letter-sized sheets using a typeface no smaller than 11 point. The fifty (50) pages shall include all text pages, tables, figures, exhibits, divider and cover pages, and required proposal forms, but shall not include appendices and attachments to the proposal. Proposers are warned against placing material information in appendices and/or attachments.

Proposals must be submitted on the PROPOSAL FORM provided as Exhibit D and must include all required attachments. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto, and all corrections must be initialed in ink by the person signing the PROPOSAL FORM.

Unacceptable conditions, limitations, provisos, or failure to respond to specific instructions or information requested may result in rejection of the proposal.

If the proposal consists of a "prime" contractor and one or more subcontractors, the OFFEROR shall identify all subcontractors and the areas of their responsibility. Notwithstanding the use of subcontractors by the prime CONTRACTOR, the CITY will enter into an AGREEMENT only with the prime CONTRACTOR who shall be responsible for all services required by the attached AGREEMENT.

By submitting a proposal, the OFFEROR certifies that his/her/its name (as well as the names of any proposed subcontractors) does not appear on the Controller General's List of Ineligible Contractors for federally assisted projects.

Upon award of the contract, all proposals shall be public record (except financial statements, submitted under a separate cover with a request for confidentiality, which shall be disclosed only upon order of a court with competent jurisdiction). Information contained in any proposal or information regarding the number or identity of OFFERORS will be made available during the course of normal City business hours. Specific requests for proposal information shall be made by request to the City and scheduling an appointment.

No proposal shall be withdrawn after the date and time set for opening thereof, and all proposals shall remain in effect for a minimum of ninety (90) days after the final proposal submission date.

# **H. Submission of Proposals**

The City must receive one (1) original signed copy and five (5) duplicate copies of the project proposal, including all required attachments. Proposals will be received by the City of San Fernando until 3:00 P.M. PST on **Wednesday**, **April 20**, **2016**.

All proposals either mailed or hand delivered will be received at the following location:

City of San Fernando
Transit Services RFP
Public Works Department
ATTN: Chris Marcarello
117 Macneil Street
San Fernando, California 91340

The City will not accept proposals submitted by facsimile copy or electronically.

Responsibility for submitting the proposal and pricing to the City on or before the above stated time is SOLELY AND STRICTLY that of the PROPOSER. The City will in no way be responsible for delays in the delivery of the mail or delays caused by any other occurrence. The City will not be responsible for premature opening of proposals not properly marked.

# I. Screening, Selection, and Award

Screening and selection will take place through the process described below. Contract award will be made to the OFFEROR which (a) meets REQUIRED QUALIFICATIONS OF CONTRACTOR specified in Part III of this RFP, and (b) submits the proposal considered most advantageous to CITY based on EVALUATION CRITERIA set forth in Exhibit C to this RFP.

Negotiations may or may not be conducted with OFFERORS; hence, the proposal should include the OFFERORS' most favorable terms and conditions since selection may be made without discussion with any OFFEROR.

The screening and selection process shall be as follows:

Step 1. Sealed proposals will be opened and evaluated to determine compliance with REQUIRED QUALIFICATIONS OF CONTRACTOR. Proposals meeting specified requirements will be considered responsive and will be included in Step 2.

Step 2. Responsive proposals will be reviewed by an evaluation panel based on EVALUATION CRITERIA of this RFP and the weighting assigned thereto. Weighted scores from all panel members will then be added and a total value will be calculated and assigned to each proposal. Following such evaluation, a decision will be made whether to recommend awarding a contract without further discussion to the OFFEROR receiving the highest score, or to negotiate with OFFERORS within a competitive range.

Step 3. If a decision is made to conduct negotiations, OFFERORS within a competitive range may be interviewed in late April or early May 2016. The purpose of such interviews will be to obtain additional information or clarification of OFFERORS' proposals and to discuss modifications of such proposals. At a minimum, the proposed Project Manager and a senior management staff official authorized to commit on behalf of the OFFEROR shall be present at such interview.

Upon completion of such interviews, the CITY reserves the right to request the submission of "Best and Final" offers. The evaluation panel shall review "Best and Final" offers, if requested, and conduct a final evaluation of proposals. Proposals will again be assigned a total score based on EVALUATION CRITERIA weighted scores. The evaluation panel will then recommend one OFFEROR, based on the results of the final scoring, for approval by the City Council of the City of San Fernando. Council approval is expected in May 2016.

The CITY reserves the right to withdraw this RFP at any time without prior notice. Further, the CITY reserves the right to modify the RFP schedule described above. The CITY also makes no representations that any contract will be awarded to any OFFEROR responding to this RFP. The CITY expressly reserves the right to reject any and all proposals without indicating any reasons for such rejection(s), to waive any irregularity or informality in any proposal or in the RFP procedure, and to be the sole judge of the responsiveness of any OFFEROR and of the suitability of the materials and/or services to be rendered.

#### J. Exceptions and Alternatives

OFFERORS may not take exception or make alterations to any requirement of the RFP.

If an alternative proposal is submitted, it must be submitted as a separate proposal. No such proposal shall be considered unless it satisfies all requirements of this RFP. The CITY expressly reserves the right in its sole discretion to consider such alternate proposals and to award a contract based thereon if determined to be in the CITY'S best interest.

Since the CITY desires to enter into one contract to provide all services, only those proposals to provide all services shall be considered responsive.

# K. OFFEROR'S Representations

In submitting a proposal, the OFFEROR affirms that he/she/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that he/she/it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR and are a complete statement of his/her/its prices for performing the work of furnishing the labor, supplies, materials, equipment or facilities required. The above provisions shall apply equally to any modifications submitted by OFFEROR in a "best and final" offer.

#### L. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by OFFEROR in: (1) preparing the proposal in response to this RFP; (2) submitting the proposal to the CITY; (3) negotiating with the CITY on any matter related to this RFP; (4) any other expenses incurred by the OFFEROR prior to the date of award, if any, of the proposed AGREEMENT. The CITY shall not, in any event, be liable for any pre-contractual expenses incurred by OFFEROR. OFFEROR shall not include any such expenses in the RFP.

# M. Compliance with Federal Laws and Requirements

OFFEROR shall comply with all applicable Federal laws and requirements including, but not limited to: Equal Employment Opportunity, ADA, and Drug and Alcohol Testing Requirements.

# 1. Equal Employment Opportunity

Regarding the performance of this contract, the contractor shall not discriminate against any employee or applicant for employment based on race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

2. Drug-Free Workplace Certification Requirements
Contractor shall comply with the Drug-Free Workplace Certification Requirements as
administered by Caltrans for Federal grant funds recipients.

# N. Interpretation

The laws of the State of California shall govern all the rights and duties of the successful OFFEROR and CITY under the contract entered into pursuant to this RFP.

# O. Execution of Agreement

If the CONTRACTOR is an individual, he or she shall execute the AGREEMENT personally. If the CONTRACTOR is a partnership, the AGREEMENT shall be executed by all partners, or by a managing general partner lawfully empowered to bind the partnership. If the CONTRACTOR is a corporation, two officers of the corporation must execute it, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. If the corporate seal is not affixed to the AGREEMENT, or if it is executed by a person other than an officer, there must be attached to the AGREEMENT a certified copy of a resolution of the corporation authorizing such officer or person to execute written agreements for and on behalf of the corporation. If the CONTRACTOR is a joint venture, the AGREEMENT must be executed on behalf of each participating firm by officers or other officials who have full and proper authorization to do so.

#### III. REQUIRED QUALIFICATIONS OF CONTRACTOR

Proposals for the management and operation of the San Fernando Transit system will be evaluated by CITY to determine whether or not they meet the following required qualifications. Proposals which fail to provide documentation responding to all of the required items set out below may be considered non-responsive and will be rejected.

# A. Experience

In order to be considered eligible and qualified, OFFEROR must have a minimum of three years of experience in the field of providing public transportation services for systems similar to that contemplated herein. The OFFEROR should demonstrate familiarity with the management and operation of Dial-A-Ride and community fixed route public transit systems, including all related tasks such as vehicle control and dispatch, training, safety, vehicle maintenance, etc. The OFFEROR must have the capability to provide qualified personnel to manage and operate the system.

A statement of qualifications demonstrating the foregoing and listing the OFFEROR'S experience in the public transit field, together with the names, addresses and telephone numbers of <u>at least three</u> other clients for whom similar services are being provided, shall be furnished with the proposal. Clients referenced should be located in California if possible.

# B. Organization

The OFFEROR should submit a description of the firm's organizational structure, history, legal status (i.e., partnership, corporation, etc.), list of owners and officers, capabilities and experience, and management philosophy. The CITY is particularly interested in the OFFEROR'S approach to managing projects such as San Fernando Transit, organizational resources and expertise available, and the primary businesses or range of diversified businesses in which the OFFEROR'S firm is involved.

#### C. Resource Allocation

OFFEROR'S proposed allocation of contract resources must demonstrate an understanding of scope of work requirements as described in this RFP and attachments thereto. OFFEROR must submit a detailed budget breakdown on the PROPOSAL FORM.

#### D. Staffing

CONTRACTOR shall at all times be responsible for maintaining appropriate staffing levels, employing sufficient qualified and properly trained personnel to perform the management, administrative, call-taking, scheduling and dispatch, operating and maintenance functions necessary to operate the City's Mission City Transit/Dial-A-Ride and Trolley services.

The OFFEROR must submit a proposed staffing plan indicating all management and staff employee positions, the number of full-time equivalent employees at each position (full-time equivalent employee equals 2,000 work hours), and salary and benefit schedules for each employee classification. The staffing plan should be specific to each of the five years contemplated in the DRAFT AGREEMENT.

The staffing plan must include the resumes of the proposed General Manager and Maintenance Manager showing all relevant education, training and experience.

OFFEROR should also describe other personnel to the extent that their particular experience, skill and availability will affect the performance of this contract.

OFFEROR should submit a description of the employee benefits package that will be provided including any incentive or motivational programs.

OFFEROR should also specifically address any technical resources and staff that will be available to assist their local management at no additional cost to the City.

# E. Management and Personnel Policies

The OFFEROR must be able to demonstrate a familiarity with modern management practices, a record of equitable labor management practices, and a commitment to Equal Employment Opportunity practices.

# F. Accounting and Reporting

The OFFEROR must propose an adequate management information system to implement and maintain data collection, accounting, and reporting requirements of the DRAFT AGREEMENT.

#### G. Performance Bond

Before commencing work under this Agreement, Contractor shall furnish and file with the City Clerk a bond, or bonds, in a form satisfactory to the City Attorney with a bonding company licensed and authorized to do business in the State of California in an amount no less than one-hundred percent (100%) of the amount payable to Contractor under this Agreement, conditioned upon the faithful performance of this Agreement. The bond(s) shall remain in full force and effect during the term of this Agreement, or any extension thereof. The bond(s) shall name the City of San Fernando as obligee.

# H. Insurance and Indemnity

The insurance and indemnity requirements of this RFP, including the DRAFT AGREEMENT, will be considered minimum requirements and must be complied with in every respect.

# 1. <u>Indemnification</u>

- Indemnity by Contractor. Contractor, its successors and assigns (the "Indemnitors"), agree to indemnify, defend and hold harmless City, its officers, officials, directors, employees, agents and volunteers (the "Indemnitees"), from and against any and all Damages (as defined below) suffered or incurred by the Indemnitees resulting from or related to (i) any breach of Contractor's obligations under this Contract; (ii) any violation by Contractor of any federal, state or local law applicable to Contractor's performance under this Contract, including without limitation, Applicable Environmental Laws; (iii) the failure of Contractor to pay any federal, state or local income, sales, use, payroll or other tax during the term of this Contract; (iv) the failure of Contractor to maintain any insurance coverage required to be maintained by this Contract; and (v) any claim resulting from the negligent or willful acts or omissions of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Notwithstanding the foregoing, the Indemnitors shall not be liable for any Damages that arise as a result of the sole negligence or willful misconduct of the Indemnitees.
- 1.2 <u>Definition of Damages</u>. As used herein, "<u>Damages</u>" shall mean all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings, assessments, levies, losses, fines, penalties, damages, costs and expenses, in each case as awarded by a court or arbitrator, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability.
- 1.3 Indemnitee Claims. Except as set forth in Section 1.4, in the event that an Indemnitee makes a claim for which the Indemnitee is indemnified pursuant to Section 1.1, the Indemnitee shall provide written notice of such claim to Indemnitors and Indemnitors shall have thirty (30) days following receipt of such notice to (i) make payment of the claim to Indemnitee; or (ii) if there is a good faith dispute whether such claim is valid, then provide written notice to Indemnitee of the factual and/or legal basis for Indemnitors' dispute of the claim. If Indemnitee and Indemnitors have not agreed on a resolution of the disputed claim within thirty (30) days of notice from Indemnitors, then pending final resolution of the dispute by court, arbitration or otherwise, Indemnitors shall either make payment of the full amount of the claim into an escrow account or post a bond for the full amount of the claim.
- 1.4 <u>Defense of Third Party Claims</u>. In the event that an indemnification claim hereunder is based in whole or in part upon any claim or legal proceeding asserted by a person or entity which is not a party to this Contract (a "<u>Third Party Claim</u>"), promptly after receipt of notice of the Third Party Claim, the Indemnitees shall notify the Indemnitors of such claim in writing. The Indemnitors shall have a period of 30 days following the receipt of such notice to notify the Indemnitees of

whether the Indemnitors elect to assume the defense thereof. If the Indemnitors so notify the Indemnitees that they elect to assume the defense, the Indemnitors thereafter shall undertake and diligently pursue the defense of the Third Party Claim. The Indemnitors shall not consent to entry of judgment or enter into any settlement agreement, without the consent of the Indemnitees, which does not include a complete and unconditional release of the Indemnitees or which imposes injunctive or other equitable relief against the Indemnitees. Indemnitees shall be entitled to participate in, but not control, the defense thereof, with counsel of its choice and at its own expense. If the Indemnitors do not give the requisite notice, or fail to assume and diligently pursue the defense of such Third Party Claim, the Indemnitees may defend against such Third Party Claim in such manner as they may deem appropriate, including without limitation, settlement thereof on such terms as the Indemnitees may deem appropriate, and to pursue such remedies as may be available to the Indemnitees against the Indemnitors. Notwithstanding the foregoing, the Indemnitees shall not consent to entry of a judgment or enter into any settlement agreement, without the consent of the Indemnitors, which does not include a complete release of the Indemnitors.

# 2. <u>Insurance:</u>

On or before the commencement of the term of this Contract, CONTRACTOR shall furnish CITY with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with this Section. OFFEROR must state renewal dates for all insurance coverage and must provide a statement of loss experience for the previous last two years. The statement of loss experience must also identify any claims that may be pending at the present time.

An endorsement naming the CITY as additional insured for all liability coverage shall be furnished with the insurance certificates. Such certificates, which do not limit CONTRACTOR's indemnification set forth herein, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer afforded coverage shall provide thirty (30) days' advance notice to the CITY of San Fernando by certified mail, Attention: Risk Manager."

It is agreed that CONTRACTOR shall maintain in force at all times during the performance of this Contract all appropriate coverage of insurance required by this Contract with an insurance business in the State of California.

No subcontract work shall commence until similar insurance coverage has been obtained by the subcontractor and verified by the CONTRACTOR. The CONTRACTOR shall then immediately notify the CITY, in writing, of the types and amounts of such insurance.

- 3. Coverage. CONTRACTOR shall maintain the following insurance coverage:
- (a). <u>Vehicle Liability Insurance.</u> Throughout the term of this Agreement, Contractor shall provide vehicle liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) combined single limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law; Medical Payments with coverage limits of \$500 per person per occurrence
- (b). General Liability and Protection and Indemnity Insurance. CONTRACTOR shall procure and maintain during the life of this Contract General Liability Insurance on a commercial form with a minimum of Ten Million Dollars (\$10,000,000), covering all legal liability for personal injury, bodily injury, death and property damage to the vehicle maintenance facility and any applicable endorsement or rider for the storage, handling, transportation and disposal of Hazardous Substances that may arise out of CONTRACTOR's performance under this Contract except as may be covered by insurance coverage provided by the CITY, as described elsewhere in the Contract.
- (c). <u>Vehicle Physical Damage.</u> With respect to the vehicles to be used under the terms of this Contract, CONTRACTOR shall maintain in full force and effect insurance covering vehicles against physical damage from comprehensive and collision, in an amount equal to the vehicles' actual cash value. Any deductible shall not exceed Ten Thousand Dollars (\$10,000.00) Per Incident, must be stated in writing to the City and shall be the sole responsibility of the CONTRACTOR.
- (d). <u>Workers' Compensation and Employer's Liability Insurance.</u> CONTRACTOR shall procure and maintain during the life of this Contract Workers' Compensation Insurance in conformance with the laws of the State of California and with the laws of the United States and Employers' Liability Insurance with a minimum of Five Million Dollars (\$5,000,000).
- 4. <u>Subrogation Waiver.</u> Each of the foregoing policies shall expressly waive subrogation against CITY.
- 5. <u>Failure to Secure.</u> If CONTRACTOR at any time during the term hereof should fail to secure or maintain the foregoing insurance, CITY shall be permitted to obtain such insurance in the CONTRACTOR's name or as an agent of the CONTRACTOR and shall be compensated by the CONTRACTOR for the costs of the insurance premiums plus interest at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. CONTRACTOR shall indemnify and hold harmless CITY from the failure to place, the failure to maintain, or the failure of any of the insurance policies required above.
- 6. <u>Additional Insured.</u> CITY, its Council, Commissions, officers, and employees shall be named as additional insured under all insurance coverage, except Workers' Compensation, required by this Contract. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature

on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

- 7. <u>Primary Insurance.</u> Endorsement(s) shall be provided which states that the coverage is Primary Insurance and that no other insurance affected by the CITY will be called upon to contribute to this coverage.
- 8. <u>Other Insurance Provisions.</u> The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - a. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insured as respects; liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers.
  - b. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees, agents or volunteers.
  - d. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- 9. <u>Acceptability of Insurers.</u> Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- 10. <u>Verification of Coverage.</u> CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY. All endorsements are to be received and approved by the CITY before work commences. As an alternative to the CITY's forms, the CONTRACTOR's insurer may provide complete, certified copies of all

required insurance policies, including endorsements effecting the coverage required by these specifications.

11. <u>Subcontractors.</u> CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

# I. Financial Responsibility

All OFFERORS shall provide a financial statement, as prepared by a certified public accountant, for his/her/its prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate the OFFEROR possesses adequate financial ability and stability to enable the OFFEROR to fulfill his/her/its obligations in connection with the management and operation of San Fernando Transit under the terms of this AGREEMENT. City makes no representation that it will be able to maintain the confidentiality of proposers' financial information. A Proposer who submits financial information which it asks to have treated as confidential should submit a statement justifying its treatment as confidential under the California Public Records Act, citing relevant sections of the Act, and label it as a separate exhibit, clearly identified as confidential as a trade secret or otherwise and cross-referenced in the proposal."

As a condition to further participation in the selection process described in Section II – Subsection I, City reserves the right to require an OFFEROR which has deficiencies with respect to City's criteria for financial strength and stability to provide financial information regarding one or more principals or guarantors of OFFEROR, which principals or guarantors, upon approval by City, would be required to execute a guaranty of OFFEROR'S obligations upon award of the contract.

# J. Vehicles and Equipment

Pursuant to Scope of Work Section 3.14, the CONTRACTOR shall provide all vehicles and equipment to operate the San Fernando Mission City/Dial-A-Ride Transit services. CITY shall provide all vehicles and equipment to operate the Trolley system. OFFEROR'S proposal shall detail the proposed vehicles and equipment that will be procured or otherwise provided by OFFEROR if selected.

# K. Operations and Maintenance Facility

Upon acceptance of the OFFEROR'S proposed facility, the successful OFFEROR shall be required to secure an operations and maintenance facility sufficient to enable the OFFEROR to effectively manage and operate the San Fernando Transit system. OFFEROR proposal should identify and describe all the proposed facilities. At a minimum such facility should have all the requirements as set forth in Exhibit A SCOPE OF WORK.

# L. Maintenance Program

The OFFEROR must have the capability to carry out the complete maintenance program specified in Exhibit A SCOPE OF WORK, Section 4. The OFFEROR must document in the proposal its maintenance record-keeping and accounting system, and procedures for administering a preventive maintenance program.

# M. Safety Program

OFFEROR must have an on-going, comprehensive safety program that shall be documented in the proposal.

# N. Screening and Selection Program

OFFEROR must document OFFEROR'S screening program for vehicle operator's employees including a proposed substance abuse screening program in accordance with Exhibit A, SCOPE OF WORK.

# O. Training and Retraining Program

OFFERORS must have a training program that will assure that all personnel will meet satisfactory standards and knowledge for operating the City's Mission City Transit/Dial-A-Ride and Trolley services. The training program must be documented in the proposal, and shall explain how replacement personnel to accommodate turnover are to be trained without detriment to San Fernando Transit service or the quality of training. Proposals should also affirm that training provided to Mission City Transit/Dial-A-Ride operators will satisfy GPPV requirements.

#### P. Time Schedule

Each OFFEROR shall submit a time schedule setting forth the sequence of events and associated time requirements proposed to be undertaken from the point of contract award through the first full month of system operations under the new AGREEMENT. The time schedule must demonstrate how the transition to the new CONTRACTOR on July 1, 2016, will be accomplished with no disruption to regular San Fernando Transit service.

# Q. Debarred, Suspended or Ineligible Contractors

OFFEROR certifies by submission of a response to the RFP (proposal) that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction with federal, state, or local department or agency.

# IV. COST PROPOSAL

Payment for services under this agreement will be made by the City of San Fernando on the basis of fixed monthly rate plus an agreed rate per vehicle revenue hour multiplied by the actual number of vehicle revenue hours operated in San Fernando Transit service during the month being invoiced. [Often called a "fixed and variable" costing approach.]

As the City is hiring the CONTRACTOR for their expertise in the management and operation of these type of public transit services, the "fixed and variable" costing, together with new performance goals, will encourage increased productivity and more efficient use of San Fernando Transit resources.

## **Vehicle Revenue Hours**

All proposals will be based on the following vehicle revenue hour numbers for each year of the five-year base term of the agreement. [Please note that "vehicle revenue hours" are defined in the "Definitions" in Exhibit A.]

<u>E</u>	Estimated Annual Vehicle Revenue Hours/Miles		
· ·	Years 1-5		
	[12 months per year]		
Total Vehicle Revenue Hours	s 10,828		
Total Miles	146.222		

The City reserves the right to direct the operation of up to either twenty percent (20%) more than or twenty percent (20%) less than these projected Annual Vehicle Revenue Hours without renegotiating the proposed rates with the successful CONTRACTOR.

# **Cost Proposal Forms**

OFFEROR shall complete and submit the Cost Proposal Forms contained herein as RFP Exhibit D. Electronic versions of these forms will be made available upon request.

OFFERORS will note that the Cost Proposal Forms require the estimation of annual vehicle mileage and fuel costs, even though the actual incurred monthly cost of fuel will be paid directly by the City and is <u>not</u> to be included in the Fixed Monthly or variable Vehicle Revenue Hour cost. This data is needed to provide the City with a complete projection of San Fernando Transit costs for evaluation and budgeting purposes.

# CITY OF SAN FERNANDO SAN FERNANDO TRANSIT REQUEST FOR PROPOSALS

# **EXHIBITS**

- A Scope of Work
- **B** Draft Agreement
- C Evaluation Criteria / Matrix
- D Cost Proposal Forms
- E Addenda Acknowledgement Form
- F Operating & Financial Data and Performance Indicators
- **G** San Fernando Transit Service Information

# EXHIBIT A MANAGEMENT AND OPERATION SAN FERNANDO TRANSIT SYSTEM SCOPE OF WORK

# **SECTION 1 - DEFINITIONS**

As used throughout the Request For Proposals, exhibits and attachments, the following terms shall have the meanings set forth below:

**Advanced Reservation** – Describes the process of requesting trips and receiving trip confirmation prior to the day service is requested.

Americans with Disabilities Act of 1990 (ADA) – Federal civil rights legislation which mandates accessibility for people with disabilities. Included is a requirement that all public transit agencies operating fixed route bus service provide complementary paratransit service to persons functionally unable to use accessible fixed route systems.

**CITY** – Shall indicate the City of San Fernando.

**Contractor** – Shall signify vendor selected and under contract with CITY to provide transportation services.

**Curb-to-Curb Service** – A type of paratransit service where, on both the origin and destination end of the trip, the driver gets out of the vehicle and assists the passenger between the vehicle and a sidewalk or other waiting area no more than 15 feet from the vehicle.

**Deadhead** – For paratransit services, refers to either miles or hours when a vehicle is not in revenue service including travel from the yard to the first pick-up, from the last drop-off back to the yard when released by the dispatcher and travel during driver breaks and other "out of service" times. The travel between scheduled pickups and drop offs, regardless of whether a passenger is on board, is not deadhead.

**Demand Responsive** – Describes a service that does not require advance reservation and trips can be requested the same day [also referred to as "same day," "real-time" or "immediate response"].

**Door-to-Door Service** – A type of paratransit service where, on both the origin and/or destination end of the trip, the driver gets out of the vehicle and meets/escorts the passenger to the door of the main lobby, residence, or building. The driver is responsible for assisting the passenger throughout the trip. Drivers are not allowed to enter a residence and must keep the vehicle in sight at all times.

**Dwell Time** – The amount of time spent by vehicle and driver at each pick-up and drop-off waiting for the passenger(s) to appear, during passenger boarding, deboarding and

wheelchair securement. Dwell time is included in the Vehicle Service Hour computation.

**Federal Transit Administration (FTA)** – A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.

**General Public Paratransit Vehicle (GPPV)** – means any motor vehicle designed for carrying no more than 24 persons and the driver, that provides local transportation to the general public, including transportation of pupils at or below the 12<sup>th</sup>-grade level to or from a public or private school or school activity, under the exclusive jurisdiction of a publicly and operated transit system through one of the following modes: Mission City Transit/Dial-A-Ride, subscription service, or route deviated bus service. [California Motor Vehicle Code Section 336]

**Holidays** – The official City holidays are: New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

**Missed Trip** – Any scheduled trip on which the Mission City Transit/Dial-A-Ride vehicle arrives more than 60 minutes after the scheduled pick up time or does not arrive at all.

**No-Show** – A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the San Fernando Mission City Transit/Dial-A-Ride to cancel the trip less that one (1) hour before the scheduled pick-up time.

**On-Time Pickup** – For paratransit services, a vehicle shall be on-time if it arrives at the designated pickup location no more than 15 minutes prior to the scheduled pickup time or no more than 15 minutes after that time. For fixed route services, a vehicle shall be on-time if it arrives at a designated bus stop not earlier than or no more than 3 minutes after the scheduled arrive time.

**Subscription Service** – Paratransit trips to and from the same origin and destination at the same time and day at least once a week. Subscription services do not require the passenger to call in their request for each trip; only to cancel for one or more days.

**Vehicle Revenue Hour** – For the Trolley fixed route service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is in revenue service, including layover/recovery time but excluding deadhead, training operators prior to revenue service and road tests.

For the San Fernando Mission City Transit/Dial-A-Ride service, a vehicle revenue hour shall be defined as any sixty-minute increment of time, or portion thereof, that a vehicle is available for passenger transport within the established hours of service. A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off and is released from service by

the dispatcher. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of vehicle service hours, however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as "vehicle service hours."

Vehicle revenue hours, for both services, shall exclude any meal breaks, service breaks, mechanical breakdowns and time a vehicle is down due to an accident

**Vehicle Revenue Miles** – The mileage incurred by a vehicle while operating a Vehicle Revenue Hour.

#### **SECTION 2- CITY DUTIES AND RESPONSIBILITIES**

CITY shall accept the following responsibilities and perform the following duties with respect to San Fernando Transit. To the extent reasonable and feasible, CONTRACTOR shall assist CITY in this regard.

# 2.1 System Planning and Administration

CITY shall be responsible for all policy decisions and activities relative to San Fernando Transit routes, schedules, days and hours of operations, stop locations, street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities to overall system administration.

# 2.2 Advertising and Promotion

CITY shall prepare, place, schedule, and pay for all advertising and promotional materials designed to inform the public of San Fernando Transit operations and to promote ridership.

#### **2.3** Fuel

CITY will reimburse CONTRACTOR for fuel supplied by CONTRACTOR utilizing a dispensing system, approved by CITY, which accurately records all fueling purchases to allow CITY to reconcile all fuel transactions by date and vehicle number. The CITY expressly reserves the right in its sole discretion to establish fueling procedures as determined by CITY to be in CITY'S best interest. CONTRACTOR and all of its employees shall adhere to any and all operating, administrative, and accounting procedures required by CITY in connection with all fueling operations.

#### 2.4 Schedules, Passes, Tickets,

At CITY's discretion, CITY may develop and implement a form of fare media that will be accepted in lieu of cash fares. CITY shall prepare, print, and provide to CONTRACTOR all schedules, passes, tickets, and like materials required by San Fernando Transit operations. CONTRACTOR shall distribute and disseminate such materials in accordance with the provisions of the AGREEMENT and any directions supplemental thereto provided by CITY.

#### 2.5 Street Furnishings

CITY shall be responsible for the purchasing and maintenance of all transit related street furnishings within the CITY limits. CONTRACTOR and its employees shall cooperate with CITY by advising CITY of any such irregular conditions to street furnishings observed during San Fernando Transit operations.

# 2.6 Notification- Potential Interference with San Fernando Transit Operations

CITY shall make a reasonable effort to notify CONTRACTOR in advance of any road closures, detours, parades, or other events under CITY jurisdiction that may interfere with San Fernando Transit operations or require deviations from routes or schedules. CONTRACTOR and CITY shall mutually agree upon such deviations.

# 2.7 Trolley Transit Vehicles

CITY shall provide vehicles used for performance of Trolley System services during this agreement. Information related to these vehicles is listed below:

Manufacturer	Model Year	Engine Type	Miles
FREIGHTLINER	2008	CUMMINGS (CNG)	114,617
FREIGHTLINER	2008	CUMMINGS (CNG)	

# 2.8 Vehicle Parking

CITY shall make available space for vehicle parking, if requested.

# **SECTION 3 - CONTRACTOR DUTIES AND RESPONSIBILITIES-OPERATIONS**

Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of San Fernando Transit. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating public transportation system and services of a kind and character such as San Fernando Transit.

#### 3.1 Operations- General

CONTRACTOR shall provide the necessary management, technical, and operating services for the operation of San Fernando Transit services as specified by the CITY.

CONTRACTOR shall assist and cooperate with CITY in meeting the objectives of providing quality transportation services. CONTRACTOR shall establish and maintain close liaison activities, coordination, and cooperation with CITY on matters relating to operations, monitoring, reporting and service performance measurements.

All staff, facilities, vehicles and equipment, fuel, supplies and services required for the operation and management of San Fernando Transit shall be furnished by CONTRACTOR unless CITY specifically identifies an element of equipment or aspect of service to be its responsibility.

# 3.2 Operations: Mission City Transit/Dial-A-Ride

The San Fernando Mission City Transit/Dial-A-Ride provides primarily advance-reservation, curb-to-curb demand responsive transportation to senior residents of the City age 55 and above, individuals with disabilities as certified by City staff, and the general public. Requests for service may be made up to 5 days in advance of the service day or, for trips that are taken on a regular basis at the same day and time each week, can be set up as subscription trips. Same day and immediate trip requests are accommodated if capacity is available. This is not an ADA paratransit service.

Mission City Transit/Dial-A-Ride service operates the following days and hours:

Weekdays (Monday – Friday): 7:30 am – 5:30 pm Weekends (Saturday and Sunday): 12:00 pm – 5:00 pm

The Mission City Transit/Dial-A-Ride operates year-around, with the exception of the following holidays: New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. The City reserves the right to direct the operation of reduced levels of service on unofficial holidays and during holiday periods.

A maximum of two (2) ADA-compliant paratransit vehicles are operated in Mission City Transit/Dial-A-Ride service at peak periods and may be modified on weekdays, weekends and holidays by time of day. Mission City Transit/Dial-A-Ride service is provided within the City and to approved medical sites outside of the City limits. Approved sites are listed on the Mission City Transit/Dial-A-Ride brochure (Exhibit G).

Beginning with this new contract, the Contractor will be responsible managing and operating San Fernando Mission City Transit/Dial-A-Ride services so as to achieve the City's performance goals for this service and is expected to manage the level of services provided to reflect actual trip demand.

# 3.3 Operations: Trolley

The Trolley is a general public, community fixed route service operating on a single route through the City.

Trolley services operated the following days and hours:

Weekdays (Monday – Friday): 10:00 am – 4:00 pm Weekends (Saturday and Sunday): 11:00 am – 4:00 pm

Two vehicles are to be operated during each of these periods. Service will be suspended on New Year's Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. Exhibit G contains a copy of the current Trolley flyer and schedule.

# 3.3 Special Services and Charter Services

In addition to regular San Fernando Transit operations, CONTRACTOR may from time to time upon receiving specific written authorization by CITY, provide special transportation services within the Los Angeles Urbanized Area using San Fernando Transit vehicles, provided that such special services are determined by CITY to be in the public interest, do not interfere with regular San Fernando Transit operations, and are in compliance with applicable federal and state statutes. CONTRACTOR shall be entitled to compensation beyond the established maximum obligation for such services at the normal rate per vehicle service hour specified in the AGREEMENT.

#### 3.4 Service Standards

CONTRACTOR shall strive at all times to provide service in a manner that will increase system productivity while achieving customer service expectations. Recognizing that the goals of productivity and customer service levels may conflict, the following standards are intended to be reasonably attainable by CONTRACTOR, fair to the customer, and consistent with CITY expectations. The CITY recognizes that these standards are new and commits to working with the CONTRACTOR in their implementation.

At the option of the CITY, CITY may enforce the penalties indicated for substandard performance. Failure to enforce any penalty for any such substandard performance shall not serve to invalidate said criteria nor preclude future enforcement of that penalty. CITY agrees that the incentives and penalties will not be enforced for the first 180 days of this Agreement. CONTRACTOR and CITY shall periodically meet to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by CONTRACTOR with concurrence and final decision by CITY. Should it be found that CONTRACTOR'S performance has contributed to CONTRACTOR'S failure to achieve these standards, CONTRACTOR shall take all reasonable actions requested by CITY to correct deficiencies in performance. Should deficiencies persist, CITY may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Work is a part.

#### San Fernando Transit Service Standards

Performance Criteria	Standard	Penalty
Service Productivity	Mission City Transit/Dial-A-Ride: 2.0 Passenger Trips per Vehicle Revenue Hour Trolley: 12.5 Passenger Trips per Vehicle Revenue Hour	To be negotiated
2. Mission City Transit/Dial-A-Ride On-Time Performance	95% or better	\$200 for each month that performance is 95% or less.
3. Mission City Transit/Dial-A-Ride: Failure to wait a minimum of 90 seconds after on-time vehicle arrival.	Zero (0) occurrences	\$100 per incident of failing to wait at least 90 seconds.
4. Mission City Transit/Dial-A-Ride: Missed Trip [Arrival at pick-up location more than 15 minutes late]	Zero (0) occurrences	\$100 per incident
5. Vehicle Cleanliness	As defined in SOW	\$100 per day, per vehicle not clean
6. Driver Uniform	As defined in SOW	\$100 per incident
7. Monthly Management Report Submission	As defined in SOW	\$200 for each month that reporting is submitted late or incomplete.
8. Customer Complaints	No more than 3 per month	\$100 for each complaint received over 3

# 3.5 Operations Management

CONTRACTOR shall provide operations management at a level and capability sufficient to oversee its functions and employees.

CONTRACTOR shall designate and provide the services of a full-time Project Manager, subject to the approval of the CITY, who shall provide overall management and supervision of San Fernando Transit under the terms of this AGREEMENT. It is understood that, while full-time to this facility, the Project Manager may have other project management responsibilities in addition to San Fernando Transit. The Project Manager must have a minimum of five years experience in public transportation operations and at least three years supervisory experience. A bachelor's degree in a transportation or related field is preferred but not required.

The Project Manager shall work cooperatively with CITY'S designated representative in matters relating to service quality, providing operational and other data as described in this Scope of Work, responding to comments from San Fernando Transit riders and the

general public, and responding to specific requests for other assistance as the need arises.

CONTRACTOR shall assure CITY that the Project Manager designated for this project will not be replaced without the written consent of CITY. Should the services of the Project Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless CONTRACTOR is not provided with such notice by the departing employee. CITY shall respond to CONTRACTOR concerning acceptance of the candidate for replacement Project Manager. Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, the CITY may deduct the Project Manager's compensation from CONTRACTOR's payments.

The CONTRACTOR shall further designate one or more Operations Supervisor(s) to assist the Project Manager in carrying out all activities relative to San Fernando Transit operations.

The office of the Project Manager will be physically located at the facility designated by CONTRACTOR for management and operation of San Fernando Transit. During all times when San Fernando Transit services are in operation either the Project Manager or an Operations Supervisor designated to act for the Project Manager shall be available either by phone or in person at the CONTRACTOR's facility to make management and operational decisions regarding San Fernando Transit operations and provide coordination as necessary, and shall be authorized to act on behalf of CONTRACTOR regarding all matters pertaining to this Scope of Work.

#### 3.6 Employee Selection and Supervision

CONTRACTOR shall be responsible for the employment and supervision of all employees necessary to perform San Fernando Transit operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.

CONTRACTOR shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles license check and physical examination sufficient to meet all applicable requirements for San Fernando Transit vehicle operations.

CONTRACTOR shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to CITY approval, for all employees in safety-sensitive positions including personnel engaged in the operation, maintenance and control of San Fernando Transit vehicles and equipment. Such program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments.

CONTRACTOR shall make all reasonable efforts to ensure that employees having contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to continue to hold a position of employment involving contact with the general public.

CONTRACTOR shall be responsible to recruit a sufficient number of bilingual employees to ensure that the bilingual communications requirement under subsection 3.16, herein below, is met.

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

Nothing in this section shall be construed by either CONTRACTOR or CITY to be in conflict with the language and intent of Article 2.1, Independent Contractor Status, of the AGREEMENT.

# 3.7 Training of Drivers and Operations Personnel

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program that shall be subject to review and approval by CITY.

An outline of the training program, including periodic updates, shall be on file in the office of the CITY's designated representative. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, San Fernando Transit operating policies and procedure, employee work rules, vehicle safety inspection, equipment care and maintenance, customer relations and passenger conduct. Drivers shall be trained to operate all type vehicles, wheelchair lifts and lock systems, and other equipment that may be expected to use in the San Fernando Transit services.

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by CITY, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP). Beginning with this contract, all operators assigned to the San Fernando Mission City Transit/Dial-A-Ride must hold a valid GPPV certificate.

CONTRACTOR shall prepare and furnish to CITY for approval prior to initiation of service an Employee Handbook. The Employee Handbook will be provided to all drivers, dispatchers, telephone operators, and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; farebox policies and procedures; fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and pertinent sample forms.

Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the Mission City Transit/Dial-A-Ride telephone reservation lines shall be trained in customer relation skills, telephone manners, accident/incident procedures, fares, Mission City Transit/Dial-A-Ride reservation procedures, Access Services information numbers, and operating policies. Operations control personnel assigned to Mission City Transit/Dial-A-Ride trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

# 3.8 Driver's Responsibilities

Drivers will, when requested by CITY, hand out notices to passengers or otherwise render assistance in CITY'S customer relations, promotion, monitoring, and supervisory functions. Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets as determined by CITY. Drivers will verify cash fares deposited in farebox, but will not handle money. Drivers will record ridership information in accordance with procedures approved by CITY. Drivers shall have available at all times during operation of any vehicle an accurate time piece set each day to conform to the AT&T telephone system time.

#### 3.9 Uniforms

Drivers and other operating staff shall be in uniform at all times while in service or otherwise on duty. CONTRACTOR shall provide driver uniforms to its employees. The design, type, and logo of the uniforms shall be subject to CITY'S approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty.

#### 3.10 Safety Program

CONTRACTOR shall assume full responsibility for assuring that the safety of passengers, operations personnel, and San Fernando Transit vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT. CONTRACTOR shall comply with all applicable FTA, CHP and OSHA requirements.

CONTRACTOR shall develop, implement, and maintain in full compliance with California Law (SB 198) a formal safety illness and injury prevention program including

periodic safety meetings, participation in safety organizations, safety incentives offered by CONTRACTOR to drivers and other employees, and participation in risk management activities under the auspices of CONTRACTOR'S insurance carrier or other organization.

CONTRACTOR shall provide a copy of said Safety Program, including evidence of compliance with SB 198, and subsequent program update to CITY.

CONTRACTOR shall participate in the State of California Department of Motor Vehicles "Employer Pull Program" for appropriate monitoring of employer driver license activity.

CONTRACTOR will require all drivers, control room personnel, vehicle maintenance mechanics, and supervisors to participate in the safety program.

# 3.11 Road Supervision

CONTRACTOR shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

#### 3.12 Accident, Incident, and Complaint Procedures

Prior to initiating services under this agreement, CONTRACTOR shall develop, implement and maintain formal procedures, subject to CITY review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not necessarily limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of vehicles in service, and Trolley and Mission City Transit/Dial-A-Ride vehicles operating more than thirty (30) minutes behind promised schedule. All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the City of San Fernando Police Department or Highway Patrol, as appropriate. CONTRACTOR will advise such agency of the accident and request a police unit to investigate the accident.

The CITY's designated representative shall be notified in person or by telephone within thirty (30) minutes of the occurrence of any accident or incident involving a San Fernando Transit vehicle or service that requires emergency services and/or the transport for medical treatment of a passenger, a member of the public or an employee of the CONTRACTOR. A written follow-up report shall be provided to the City within one (1) business day of such accident or incident. In the event of an accident or incident that results in property damage or loss only, CONTRACTOR shall notify the City in writing within 1 business day of the event and provide a written report within three (3) business days.

# 3.13 Vehicle Scheduling and Dispatching

CONTRACTOR shall utilize a systematic, organized and documented method to schedule, dispatch, and transport Mission City Transit/Dial-A-Ride passengers. The method should be capable of accommodating advanced reservations, subscriptions and requests for immediate service and of integrating all demand for service into efficient vehicle tours that maximize productivity and assure service quality to levels prescribed in this Scope of Work.

CONTRACTOR shall provide an adequate number of trained and qualified persons to staff the Mission City Transit/Dial-A-Ride scheduling and system vehicle dispatching functions. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log to be proposed by CONTRACTOR.

# 3. 14 Vehicles and Equipment

CONTRACTOR shall provide all vehicles and equipment necessary for the operation of the San Fernando Mission City Transit/Dial-A-Ride system. Prior to initiation of services under this agreement, CONTRACTOR shall procure or otherwise provide the following vehicles and associated equipment:

# **Vehicles**

#### Mission City Transit/Dial-A-Ride Vehicles

Two (2) Paratransit Buses meeting, at a minimum, the specifications of a Caltrans Type II Small Paratransit Bus and having a minimum passenger capacity of eight (8) ambulatory passengers (excluding the driver) and two (2) wheelchair positions. These vehicles shall, at a minimum, be a 2012 model year or newer at the initiation of service under this agreement and utilize compressed natural gas or other type of alternative fuel. Upon request, CONTRACTOR may utilize a similar gas, diesel, or propane fueled vehicle at the start of the contract term, not to exceed three (3) months in order to allow for procurement of permanent alternative fuel vehicles. Such request must be made in writing and agreed upon by the CITY.

<u>Back-Up Vehicles</u> CONTRACTOR shall, in addition to the vehicles specified above, provide a minimum of one (1) <u>additional vehicle</u> to serve as back-ups in the event that a primary vehicle must be removed from service. These back-up vehicles must be identical to the primary Mission City Transit/Dial-A-Ride vehicles in passenger capacity and specifications but may be used, model year 2012 or newer, subject to City approval of vehicle condition. The CONTRACTOR shall place a back-up vehicle in service within thirty (30) minutes of a reported break-down of an in-service vehicle and, unless new at the initiation of service under this agreement, shall be promptly removed from service as soon as repairs can be effected on the primary vehicle.

**GPPV Certification** All vehicles used in San Fernando Mission City Transit/Dial-A-Ride service must be GPPV certified prior to being placed into service.

<u>Vehicle Color and Signage</u> For the purposes of costing and submitting proposals, all vehicles to be used in San Fernando Transit service, including the back-up vehicles, shall be quoted as painted white exterior with two, 5" reflective stripes per the Caltrans specifications without any "Mission City Transit" signage. Any additional costs for painting of vehicles and signage will be negotiated by the City and the successful CONTRACTOR following such decision.

Radios All vehicles used in San Fernando Transit service, including back-up vehicles, shall be equipped with two-way radios under central dispatch control. All mobile and base radio equipment shall be provided, installed and maintained by CONTRACTOR. CONTRACTOR shall provide City with a copy of the necessary radio license and will be responsible for proper radio procedures and for any actions or fines imposed by the FSS for improper use of the system.

<u>Fareboxes</u> All vehicles used in San Fernando Transit service, including back-up vehicles, shall be equipped with fareboxes equal to or better than Diamond Model D fareboxes. CONTRACTOR shall supply two (2) vaults for each farebox. All fareboxes and vaults shall be provided, installed and maintained by CONTRACTOR.

# 3.15 Operations and Maintenance Facility

CONTRACTOR shall be responsible for securing, establishing and maintaining a facility for the operation, maintenance and administration of San Fernando Transit. With the approval of the CITY, such facility may be shared with operation of similar services for another client agency.

At a minimum, the operations and maintenance facility shall have the following:

- A location that is located within the City of San Fernando or no more than thirty (30) miles outside the City limits or which has been agreed to in writing by CITY.
- An enclosed workspace sufficient to allow maintenance personnel to service at least three (3) Type III transit vehicles and be protected from the weather.
- A paved shop floor capable of withstanding the weight of a Type III transit vehicle.
- Adequate area to clean the vehicles in accordance with the AGREEMENT.
- Adequate secured storage area for tools, equipment and parts.
- A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles.
- Adequate appropriately equipped space for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.
- A furnished control room, including computer equipment, maps, scheduling/dispatch equipment, time clock, adequate desks, tables, chairs, and other equipment as may be appropriate.

#### 3.16 Telephone Reservation and Information System

CONTRACTOR shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with San Fernando Mission City Transit/Dial-A-Ride patron demand, and in strict accordance with the operating days and hours set forth herein.

CONTRACTOR shall make be required to respond to telephone service and information requests from patrons who have hearing disabilities or whose primary language is other than English. CONTRACTOR will provide TDD equipment for communications with patrons who have hearing disabilities and will provide the capability to receive and accommodate telephone calls from callers speaking Spanish during all hours when Mission City Transit/Dial-A-Ride reservations may be made. An answering machine shall be available for recording trip cancellations for the Mission City Transit/Dial-A-Ride service when the administrative and dispatch offices are closed.

CONTRACTOR will provide its own telephone system using the current San Fernando Mission City Transit/Dial-A-Ride reservations number of (818) 366-4119 with a minimum of three lines in rotary. A separate TDD number will need to be provided by the CONTRACTOR. Upon termination of the AGREEMENT of which this Scope of Work is a part, CITY reserves the rights to these telephone numbers as indicated above herein, and CONTRACTOR agrees to transfer said telephone numbers upon request.

#### 3.17 Fares; Fare Collection

CITY shall establish all fares of any kind or character to be paid by San Fernando Transit patrons. CONTRACTOR shall ensure that each patron pays the appropriate fare prior to being provided transportation service. All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification and shall be deposited by patrons in fareboxes provided by CONTRACTOR with each vehicle. CONTRACTOR will collect or otherwise process in the manner directed by CITY all non-cash fares (transfers, passes and like). All fares collected are the sole property of CITY.

CONTRACTOR shall, in accordance with a procedure specified by CITY, account for revenues collected on San Fernando Transit vehicles and deposit such revenues on an acceptable basis into a local bank account approved by CITY for that purpose. CITY reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to CONTRACTOR.

#### 3.18 Ticket Sales

CITY may elect to sell or provide tickets to San Fernando Transit patrons. CONTRACTOR shall collect, record, and deposit ticket sales according to instructions of the CITY.

#### 3.19 Books, Records, and Reports

CONTRACTOR shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CITY under this AGREEMENT on file for at least three (3) years following the date of final payment to the CONTRACTOR by CITY. Any duly authorized representative(s) of CITY shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during CONTRACTOR'S usual and customary business hours. CONTRACTOR shall provide proper facilities to CITY representative(s) and CITY shall be permitted to observe and inspect any or all of CONTRACTORS facilities and activities during CONTRACTORS usual and customary business hours for the purposes of evaluating and judging the nature and extent of CONTRACTOR'S compliance with the provisions of this AGREEMENT. In such instances, CITY'S representative(s) shall not interfere with or disrupt such activities.

CONTRACTOR shall collect, record, and report to the CITY on a quarterly basis all accounting data for the San Fernando Transit operation in accordance with the National Transit Database, Section 99243 of the California Publics Utilities Code, and/or as specified by the Los Angeles County Metropolitan Transportation Authority. All worksheets and detail information used to prepare these reports shall be available to CITY within one month after the close of the applicable quarter.

CONTRACTOR shall collect, record, and report all operational data required by the CITY in a format approved by the CITY. Such data shall be collected and maintained by service type and include, but not be limited to: statistics required under the National Transit Database (NTD); passenger count data by fare category, total vehicle hours, total vehicle miles, vehicle revenue hours, vehicle revenue miles, wheelchair boardings and Mission City Transit/Dial-A-Ride passenger no-shows and cancellations. CONTRACTOR shall provide passenger mile sampling data in accordance with a method approved by the FTA for NTD purposes.

Information concerning vehicle activity shall be collected daily on the Mission City Transit/Dial-A-Ride driver's log, route drivers report, dispatch log, and/or other forms as developed by CONTRACTOR and approved by CITY.

The operations data shall be collected and complied daily, weekly, monthly, quarterly, and annually; and shall provide reports according to the individual routes, modes and total system. Individual totals shall be provided for peak-hour services, Bus System Improvement Plan (BSIP) services, weekdays, Saturdays and Sundays.

Daily logs, reports, farebox revenue records and summaries shall be available, upon request, for CITY review at the operations facility by 3:00 PM of the next business day following data collection.

Following the close of each calendar month, a Monthly Management Report shall be prepared by CONTRACTOR and submitted to the CITY no later than the 10<sup>th</sup> business day of the following month. The Monthly Management Report shall provide City with a clear and concise summary of San Fernando Transit performance during the prior month. Within thirty (30) days of the execution of this agreement, CONTRACTOR shall submit a proposed format for this report to the City for approval. The City reserves the right to modify the Monthly Management Report at any time.

Quarterly reports shall be compiled on a year-to-year cumulative basis and shall be submitted within 30 days after the close of the each quarter.

# 3.20 System Promotion

All development, preparation and production of advertising and/or promotional activities with respect to San Fernando Transit shall be the responsibility of the CITY. CONTRACTOR shall, however, cooperate with CITY in any such activities initiated by the CITY by making available needed equipment, facilities, and reason levels of personnel assistance at no additional cost or expense to CITY. CONTRACTOR also shall dispense San Fernando Transit informational materials and publications, respond to patron requests for information, act as liaison and provider of information with and to community agencies and groups, and do all other things to assist and support CITY'S advertising and public informational efforts.

# 3.21 System Recommendations

CONTRACTOR shall continually monitor San Fernando Transit operations, facilities, and equipment; and shall, from time to time and as warranted, advise CITY and make recommendations to it based upon observed deficiencies and needed improvements. CITY shall retain all authority, however, to make determinations and to take action on such recommendations.

### 3.22 Emergencies; Natural Disasters

In the event of an emergency or natural disaster, CONTRACTOR shall make available, to the maximum extent possible, transportation and communications services and facilities to assist CITY in ameliorating such incidents. To the extent CITY requires CONTRACTOR to provide such emergency service and facilities, CONTRACTOR shall be relieved of the obligation to fulfill the duties and responsibilities to operate San Fernando Transit as herein described. Further, CONTRACTOR shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by CONTRACTOR and CITY following the conclusion of the emergency or disaster, or at such other time as they may mutually agree.

# SECTION 4: CONTRACTOR DUTIES AND RESPONSIBILITIES: MAINTENANCE

CONTRACTOR shall perform the duties and accept the responsibilities set forth below in connection with the maintenance of San Fernando Transit vehicles and equipment. The omission of a duty or responsibility herein below shall not relieve CONTRACTOR of its obligation to perform such duty or accept such responsibility, so long as it usual, customary and generally accepted within the public transportation industry as being an integral element of operating a public transportation system of a kind and character such as San Fernando Transit.

CONTRACTOR'S duty and responsibility to maintain all vehicles and equipment shall not be delegated to any other person, firm or corporation without explicit written City approval.

#### 4.1 Maintenance - General

CONTRACTOR shall be responsible for the maintenance of all vehicles (Mission City Transit/Dial-A-Ride and Trolley), communication systems, farebox system, and all other equipment, furnishings, and accessories required in connection with its operation of San Fernando Transit in a clean, safe, sound, and operable condition at all times, and fully in accordance with any manufactured-recommended maintenance procedures and specifications, as well as with the applicable requirements of any federal or state statute or regulation. In this regard, CONTRACTOR shall provide all labor, repairs, parts, supplies, maintenance tools and equipment, lubricants, solvents, service facilities and such other components, and services which may be required to fulfill its maintenance responsibilities, at CONTRACTOR'S sole cost and expense.

As indicated in Section 2.7, CITY shall provide vehicles used for performance of Trolley Services during this agreement. CONTRACTOR shall be responsible for the maintenance of these vehicles as described above.

# 4.2 Maintenance and Operations Facility

CONTRACTOR shall establish and maintain an operations and maintenance facility as detailed in Section 3.15 herein. In addition to those requirements, said facility shall, at a minimum, meet the following requirements to support the maintenance of San Fernando Transit vehicles:

- All tools and equipment necessary to perform periodic repairs and the preventive maintenance activities for gasoline powered vehicles.
- All tools and equipment necessary to perform periodic service and adjustments and make mechanical repairs.
- Facilities and equipment necessary to clean the vehicles and equipment in accordance with the specifications.

# 4.3 Maintenance Management and Personnel

# 4.3.1 Maintenance Management

CONTRACTOR shall designate and provide the services of a qualified Maintenance Manager, subject to the approval of CITY. This individual may be the lead mechanic and shall be assigned to San Fernando Transit maintenance operations on an acceptable fleet to mechanic ratio.

The Maintenance Manager shall provide proactive resource management including but not limited to: preventive maintenance scheduling and supervision, repair supervision, technical training, and such other activities as may be necessary to ensure the performance of CONTRACTOR's maintenance duties and responsibilities.

The Maintenance Manager shall have a minimum of three years experience managing and supervising the maintenance functions of a shop similar in size and complexity to the services herein described. The Maintenance Manager shall have a minimum of five years journeyman level experience with gasoline engines, air conditioning systems, wheelchair lifts, and farebox systems. This experience shall include work on vehicles similar to those used in the San Fernando services.

Should the services of the Maintenance Manager become unavailable to CONTRACTOR, the resume and qualifications of the proposed replacement shall be submitted to CITY for approval as soon as possible, but in no event later than five (5) working days prior to the departure of then incumbent Maintenance Manager, unless CONTRACTOR is not provided with such notice by the departing employee. CITY shall respond to CONTRACTOR within three (3) working days following receipt of these qualifications concerning acceptance of the candidate for replacement Maintenance Manager.

#### 4.3.2 Maintenance Personnel

In addition to the Maintenance Manager CONTRACTOR shall hire and employee other maintenance and service personnel as necessary to properly maintain and service the San Fernando Transit vehicles. Maintenance personnel assigned to work on San Fernando Transit vehicles and equipment shall have the necessary skills to:

- Conduct preventive maintenance inspections and complete associated paperwork;
- Inspect vehicle engines, transmissions, and other mechanical, electric, and electric parts and components;
- Diagnose vehicle engine, transmission, electrical and electric component system problems; and

 Repair vehicle engines, transmissions, and other mechanical, electric, and electronic parts and components.

#### 4.4 Preventive Maintenance

CONTRACTOR shall document and submit a proactive preventive maintenance program for review and approval by CITY prior to the effective date of this AGREEMENT. As a minimum, CONTRACTOR'S preventive maintenance program shall adhere to the preventive maintenance schedules and standards of the industry, and shall be sufficient so as not to invalidate or lessen warranty coverage of any San Fernando Transit vehicle or associated equipment. Adherence to preventive maintenance schedules shall not be regarded as reasonable cause to defer maintenance in specific instances where CONTRACTOR'S employees observe that maintenance is needed in advance of scheduled maintenance.

CONTRACTOR shall not defer maintenance for reasons of shortage of maintenance staff or operable vehicles, nor shall service be curtailed for the purpose of performing maintenance without prior written consent of CITY. Preventive maintenance and running repairs shall receive first priority in the use of CONTRACTOR'S maintenance resources. CONTRACTOR shall adjust the work schedules of its employees as necessary to meet all scheduled services and complete preventive maintenance activities according to the schedule approved by CITY.

#### 4.5 General Maintenance Policies

- All wheelchair lift-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that the wheelchair lifts are fully operational whenever the vehicle is used in revenue service.
- Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system.
- All components of the vehicle bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body, glass, and all appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences.
- All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional, as designed, condition at all times.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the vehicle.
- Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times on all in-service hours. CONTRACTOR shall maintain the A/C systems in an operable condition throughout the entire year.

 All parts, materials, tires, lubricants, fluids, oils and procedures used by CONTRACTOR on all San Fernando Transit vehicles and equipment shall meet or exceed OEM Specifications and requirements.

#### 4.6 Daily Vehicle Servicing

CONTRACTOR shall perform daily vehicle servicing to all San Fernando Transit vehicles and equipment used in revenue service. For purposes of this AGREEMENT, daily servicing shall include, but not be limited to:

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Farebox check
- Wheelchair lift check
- Brake check
- Light and Flasher check
- Interior sweeping and dusting
- Exterior and interior visual inspection
- Check all vehicle performance defects reported by drivers to identify potential safety and reliability items requiring immediate attention.

CONTRACTOR shall develop, implement, and maintain a written checklist of items including in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for CITY and California Highway Patrol review. This checklist requirement may incorporate or supplement CHP required driver's pre-trip safety inspections.

#### 4.7 Daily Driver's Inspection

13 CCR 1234 lists the records required by regulation to be kept by motor vehicle carriers. Section 1234, 13 CCR reads, in part: (e) Daily Vehicle Inspection Reports: Motor carriers shall require drivers to submit a documented daily vehicle inspection report pursuant to section 1215(b). Reports shall be carefully examined, defects shall be corrected before the vehicle is driven on the highway, and carriers shall retain such reports for at least one month.

13 CCR 1215 (a) reads: "Prior to operation, the driver shall inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order." The requirement to perform a daily pre-trip inspection applies to all drivers of all vehicles listed in 34500 CVC, without exception. There is no legal provision for this task to be delegated to someone other than the driver, such as to a mechanic who may arrive at work early to start all of the vehicles and "check them out".

The Drivers Daily Vehicle Inspection Report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that

become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.

#### 4.8 Vehicle Cleaning

CONTRACTOR shall maintain San Fernando Transit vehicles in a clean and neat condition at all times.

The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be thoroughly washed at least once per week, including all windows, seats, floor, stanchions and grab rails. All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery and graffiti shall be repaired/removed immediately upon discovery. Ceilings and walls shall be thoroughly cleaned at least once per month, or more often as necessary.

Exteriors of all San Fernando Transit vehicles shall be washed as required to maintain a clean, inviting appearance and in no event less than once per week. Exterior washing shall include vehicle body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.

Vehicles shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials.

#### 4.9 Fuel

CONTRACTOR shall purchase fuel required for the operation of all San Fernando Transit vehicles utilizing the City's compressed natural gas fueling station at 120 Macneil Street San Fernando, CA 91340. If this fueling station is unavailable or otherwise impractical, CONTRACTOR shall notify the City as to the conditions that make fueling at another location necessary. If another fueling station is requested and approved, COTRACTOR shall utilize a system that accurately records purchase of all fuel by CONTRACTOR for billing purposes and that will allow CITY to reconcile all fuel transactions by date and vehicle number.

If necessary, CONTRACTOR shall be responsible, on behalf of CITY for its San Fernando Transit operation, to obtain state and federal tax exemptions applicable to the purchase and consumption of fuel for use in public transit vehicles. In this regard, CONTRACTOR shall obtain required permits and administer fuel transactions in a manner that fully complies with all applicable state and federal requirements.

CONTRACTOR shall maintain accurate records of all fuel utilized for fueling San Fernando Transit vehicles. On a monthly basis, CONTRACTOR shall provide the CITY with a written record that documents the cost of fuel used in the operation of San Fernando Transit and provide a monthly report to CITY detailing gallons dispensed and miles per gallon for each San Fernando Transit vehicle for the previous month and for the year to date.

#### 4.10 Vehicle Towing

In the event that towing of any San Fernando Transit vehicle is required due to mechanical failure or damage, CONTRACTOR shall be responsible to provide such towing at CONTRACTOR'S sole expense.

#### 4.11 Emissions Control Programs

CONTRACTOR shall perform and certify such tests of equipment required to meet CITY, other local, State, and Federal requirements related to exhaust smoke and engine emissions.

CONTRACTOR shall be responsible to maintain any applicable California Air Resources Board (CARB) Voluntary Compliance Program objectives subject to San Fernando Transit operations.

CONTRACTOR shall be responsible for administration of a Smog Check program for San Fernando Transit vehicles. CONTRACTOR shall be responsible for emissions testing, and shall further be responsible to conduct repairs as required to meet emissions standards.

#### 4.12 Maintenance Evaluations

CONTRACTOR shall allow CITY to access to CONTRACTOR'S facilities and records to monitor CONTRACTOR'S maintenance performance, as CITY deems necessary. CITY may perform regular, unannounced maintenance inspections of vehicles and equipment maintained by CONTRACTOR that are used in this project using both CITY personnel and independent consultants to assist in determining CONTRACTOR'S maintenance performance. CITY shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request CONTRACTOR personnel to drive vehicles as is necessary to evaluate the condition of vehicles and equipment used in the performance of this AGREEMENT.

#### 4.13 Out-of-Service Designation

A vehicle shall be designated as unfit for revenue service if, upon inspection, any of the following conditions are found:

- Brakes out of adjustment
- Loose steering components
- Wheelchair lift and related equipment not functioning properly
- Air conditioner unable to maintain a temperature 20 degrees F lower than ambient 72 degrees F
- Heating or defrosting inoperable
- "Missed" Preventive Maintenance Inspection
- Tires with tread depth of less than 2/32"
- Failure to clean each vehicle as outlined above
- Failure to repair vehicle body damage within twenty-one days of the date damage occurred
- Inoperable Emergency Exits/Doors/Windows
- Inoperable two-way radio
- Inoperable farebox
- Failure to achieve a satisfactory rating in any category of the annual California Highway Patrol Safety Compliance report (CHP 343)
- Removal from road-worthy status by CHP of any vehicle used under this AGREEMENT
- Any condition not in compliance with ADA
- Any condition not in compliance with applicable Federal or State Regulations

Vehicles shall continue to have the Out of Service Designation until it is brought into compliance, subject to approval by CITY.

CONTRACTOR shall not be paid for hours operated in San Fernando Transit revenue service by vehicles that are in an Out of Service condition. CITY may, at its sole discretion, correct any unresolved Out of Service condition, and withhold the costs related to such correction(s) from payment to the CONTRACTOR.

#### 4.14 Maintenance Records and Reports

CONTRACTOR shall prepare, maintain, make available to CITY, and reduce to written form, records and data relative to San Fernando Transit vehicles and equipment maintenance. Maintenance records shall be maintained on all vehicles indicating all warranty work, preventive maintenance, and repairs performed on each vehicle. All such records and reports shall be prepared and maintained in such a manner so as to fulfill any applicable state or federal requirements, as well as any needs of CITY to enable it to accurately evaluate CONTRACTOR'S maintenance performance and the operating expense associated with various vehicles and equipment.

Records of all maintenance and inspections shall be made available to CITY, the CHP and/or such other regulatory agencies with jurisdiction when requested. CITY maintains the right to inspect, examine and test, at any reasonable time, any vehicles used in performance of this AGREEMENT and any equipment used in the performance of

maintenance work in order to ensure compliance with this AGREEMENT. Such inspection shall not relieve the CONTRACTOR of the obligation to continually monitor the condition of all vehicles and to identify and correct all substandard or unsafe conditions immediately upon discovery.

CONTRACTOR shall transport any or all vehicles and equipment to any required inspection facilities when requested. In the event that the CONTRACTOR is instructed by CITY or any other regulatory agency to remove any equipment from service due to mechanical reasons, CONTRACTOR shall make any and all specified corrections and repairs to the equipment and resubmit the equipment for inspection and testing before it is again placed in service.

CONTRACTOR shall prepare maintenance records and reports in a form and according to a schedule approved by CITY. Such records and reports shall include, but not be limited to, the following:

- Daily vehicle inspection and servicing checklist
- Work orders for all maintenance inspections, warranty repairs and other vehicle repairs including materials, parts and labor consumed.
- Road call reports, or work order, for each road call identifying date and time, vehicle number, problem and mileage of vehicle.
- Monthly vehicle summary to be included as part of the Monthly Management Report, listing, at a minimum, the operation status of each vehicle, vehicle mileage, vehicle mileage since last preventive maintenance inspection, vehicle fuel and lubricants consumption, vehicle road calls and maintenance or repair work done during that month.
- Semi-annual fleet summary listing each vehicle; vehicle mileage; vehicle year-to-date total miles; vehicle year-to-date fuel consumption and miles per gallon; vehicle year-to-date maintenance costs and cost per mile; route service total road calls and miles per road call; CONTRACTOR'S summary of maintenance problems, particularly components with high incidences of in-service failures, and steps taken or recommendations to reduce such problems and in-service failures.

CONTRACTOR shall submit to CITY copies of the California Highway Patrol (CHP) Annual Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343a). CONTRACTOR shall attain satisfactory rating in each category of the Safety Compliance Report (maintenance records, driver records, regulated equipment and terminal). CONTRACTOR shall expeditiously correct any deficiencies noted on any CHP vehicle inspection report.

#### 4.15 Vehicle Maintenance Record Keeping

CONTRACTOR shall maintain an up-to-date vehicle file for each vehicle containing, at a minimum, the following information:

Make

- Model
- Serial number/ fleet number
- License number
- Date received
- Date placed in service
- Life miles
- Major vehicle repairs
- Preventive Maintenance Inspection Reports
- Daily "Vehicle Condition" Reports
- Work Orders

The "Preventive Maintenance Inspection" Reports shall be kept for two years. Daily "Vehicle Condition" Reports shall be kept for the period required by the CHP.

Copies of the "Preventive Maintenance Inspection" Reports shall be made available to CITY upon request. Including, all work accomplished with the manufacturer's instructions and warranty conditions, and daily "Vehicle Condition" Reports.

CONTRACTOR shall submit the entire vehicle file to the CITY upon request.

#### 4.16 Environmental Compliance

For the purposes of this Section:

"Applicable Environmental Laws" means any and all laws concerning the protection of human health and the environment which include, but will not limited the Comprehensive Environmental to. Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seg.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seg.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; as they have been or will be amended from time to time, and the regulations implementing such statutes; and any similar state, county, municipal or other local laws and ordinances concerning the protection of human health and the environment and the regulations implementing such statutes.

"Hazardous Substance(s)" means any substance, material, chemical or waste that is or will be listed or defined as hazardous, toxic or dangerous under any Applicable Environmental Law, or any petroleum products, or any substance, material, chemical or waste which is or may become, directly or indirectly, by chemical reaction or otherwise, hazardous, toxic

or dangerous to life, health, property or the environment by reason of toxicity, flammability, explosiveness, corrosivity or any other reasons.

In performing its maintenance obligations under this Contract, Contractor shall be responsible for the proper storage, handling, use, transportation and disposal of all Hazardous Substances in accordance with Applicable Environmental Laws, including without limitation, all lubricants, solvents, motor oil and other petroleum products. Contractor shall only dispose of such materials at facilities which are permitted or licensed in accordance with Applicable Environmental Laws. Furthermore, in the event that Contractor engages the services of a disposal company for the transportation and disposal of any Hazardous Substances, Contractor shall ensure that such company is properly licensed and that it transports and disposes of Hazardous Substances in accordance with the terms of this Contract. Contractor shall maintain procedures for its employees and any subcontractors who handle Hazardous Substances and shall retain records regarding compliance with the responsibilities contained herein.

# EXHIBIT B SAN FERNANDO TRANSIT DRAFT AGREEMENT

#### **EVALUATION CRITERIA & MATRIX**

#### CITY OF SAN FERNANDO/SAN FERNANDO TRANSIT 2016 REQUEST FOR PROPOSALS EVALUATION MATRIX

	Technical Aspects of the RFP and Proposals (30 points)	CONTRACTOR	CONTRACTOR	CONTRACTOR	CONTRACTOR
	Proposed Facility (15 points)				
ı	Location				
	Shared or Exclusive				
	Operations in one facility?				
	Security at facility				
	Maintenance Abilities at Proposed Facility				
	Vehicles & Equipment Proposed (10 points)				
Ì	Complete listing included as requested? Yes/no				
	Vehicles quantity & specifications meet requirements				
	Dispatch/Scheduling Equipment Proposed				
	Training facilities and Amenities Proposed				
	Understanding of RFP (5 points)				
	Maintenance Equipment List Provided				
	Meet all required Criteria				
	Provide separate cost of minimum and maximum service hours				
	Project Manager dedicated to facility				
	SCORE				
2.	Financial Aspects of the RFP and Proposals ( 35 points)				
	Contract resources proposed based on line item proposal sheets (15 points)				
	Proposed Equipment				
	Overhead and management rates (over 5 years)				
	Employee Salaries and benefits				
	Proposed Vehicle Per Hour Rates (15 points)				
	Cost without fuel				
	Proposed Cost with Fuel				
	Company Stability (5 points)				
Ì	Anticipated Financial Stability Over Five Year Term				
	SCORE				
3.	Organization & Management Aspects of the RFP and Proposals (35 points)				
	Capacity and Performance as demonstrated in Proposal/References (15 poin	ts)			
	Comparable services operated as experience (as company)				
	Reference Check				
	Prior Term of Contract / Type of Selection procedure used				
	Qualifications of Management Proposed (10 points)				
	Experience in Public Transit of General Manager (GP & DAR Experience)				
	Experience of Maintenance Manager				
	General Management Experience				
	Commitment to Safety, Quality and Operations ( 10 points)				
	Safety Plan and procedures as introduced in proposal				
	Quality of service goals provided and proposed				
	Operational goals and objectives				
•	SCORE				
	Total scores received by Firm [Maximum = 100 points]				
	EVALUATOR NAME:	DATE:			

#### EXHIBIT D SAN FERNANDO TRANSIT COST PROPOSAL FORM

[These forms are available in electronic form upon request.]

COST PROPOSAL FORM, PAGE 1					
Company Name					
COST PER VEHICLE REVENUE HOUR		_	_	_	_
ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Driver Wages					
Driver Fringe Benefits					
Revenue Vehicle Maintenance					
Other					
Total Costs per VRH					
MONTHLY FIXED COSTS					
ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Total Costs					
ESTIMATED ANNUAL FUEL COSTS					
ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Total Vehicle Miles					
Estimated Annual Fuel Cost					
Assumed Cost/Gallon - CNG					
Assumed Cost/Gallon - Diesel					
Total Costs					

COST PROPOSAL	FORM, PAGE 2	
Company Name		 

#### **TOTAL COST**

	ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1.	Cost per Vehicle Revenue Hour (VRH)					
2.	Monthly Fixed Cost					
	Projected Annual VRH	10,828	10,828	10,828	10,828	10,828
3.	Annual VRH Cost					
4.	Annual Fixed Costs					
5.	Total Costs					

#### <u>Instructions</u>

- 1. Insert Cost per Vehicle Revenue Hour
- 2. Insert Monthly Fixed Cost
- 3. Multiply Projected Annual VRH by Cost per Vehicle Revenue Hour
- 4. Multiply Monthly Fixed Cost by 12
- 5. Add Annual VRH Cost and Annual Fixed Cost

#### **COST PROPOSAL FORM, PAGE 3**

#### **Summary of Proposed Cost**

Proposer hereby proposes a to San Fernando Transit services and all addenda, of:			
[Write Total Proposed Cost]			
		Dollars [\$	00]
OFFEROR'S Representations In submitting a proposal, the requirements of the RFP and haffecting the performance of the equipment, or facilities called for errors and omissions; that the OFFEROR.  OFFEROR acknowledges that amount is for all staff, facilities for the operation and managen responsibilities of the CITY specific proposed.	e OFFEROR affirms that as sufficiently informed has been been as a "turn-key" continent of San Fernando Traccifically identified in the Fe	nimself/herself/itself in of the labor, supplies e/it has checked the porrect and as intenderact and that the prot, supplies and service ansit except for those RFP.	all matters and matters by materials broposal for ded by the brosed cost es required additional and
calendar days from the Propos  NAME OF PROPOSER FIRM:  ADDRESS:	al Due Date of April 20, 2	<u></u>	<b>-</b>
NAME OF AUTHORIZED REP	RESENTATIVE FOR NE	GOTIATIONS:	_
PHONE NUMBER:	()		_
AUTHORIZED SIGNATURE:  NAME & TITLE OF SIGNER:  DATE:			<del>-</del>

#### 

PROPOSER:	
PROPOSER acknowledges that it has rece	eived and read the following Addenda:
Addendum #	_
Signature	-
Addendum #	
Signature	-
Addendum #	
Signature	
Addendum #	
Signature	
Addendum #	
Signature	

# EXHIBIT F SAN FERNANDO TRANSIT OPERATING DATA

# Mission City Transit/Dial-A-Ride and Trolley Ridership Statistics

FY 2012-13			FY 2013-14		FY 2014-15			
Month	Mission City Transit	Trolley	Month	Mission City Transit	Trolley	Month	Mission City Transit	Trolley
July	880	4,765	July	862	6,148	July	929	6,364
August	1,085	4,642	August	876	7,235	August	832	6,980
September	913	3,859	September	706	6,010	September	799	6,799
October	995	4,411	October	903	7,040	October	927	7,649
November	856	4,050	November	732	5,681	November	641	6,053
December	787	3,728	December	728	6,186	December	699	5,483
January	908	4,008	January	807	6,779	January	743	6,312
February	804	4,354	February	784	6,101	February	830	6,155
March	558	4,886	March	799	6,786	March	868	7,131
April	822	5,227	April	853	6,917	April	867	6,607
May	908	5,572	May	943	7,342	Мау	800	6,732
June	737	6,474	June	781	7,141	June	883	6,083
Total Ridership	10,253	55,976	Total Ridership	9,774	79,366	Total Ridership	9,818	78,348

# Mission City Transit/Dial-A-Ride and Trolley Operating Statistics

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Estimated Revenue Hours*	10,828	10,828	10,828	10,828	10,828
Estimated Total Annual Miles	146,222	146,222	146,222	146,222	146,222
Peak Vehicle Usage	4	4	4	4	4

• Based on RFP Hours/Service

# EXHIBIT G SAN FERNANDO TRANSIT SERVICE GUIDE

A. San Fernando Mission City Transit/Dial-A-Ride

B. San Fernando Trolley [Copy Enclosed]



April 11, 2016

Re: Addendum #1 to Request for Proposal Public Transportation Services

Dear Transit Provider:

Please find the following documents under cover of this letter:

- Questions/Responses to RFP
- RFP/Draft Agreement Addendum #1

As noted on the Addendum Form, please make sure to specifically acknowledge Addendum #1 in your proposal using Exhibit E. The execution of this form is a mandatory requirement for inclusion with your proposal.

Should you have any questions, please contact Chris Marcarello at (818) 898-1222.

#### **Attachments**

- 1) Questions/Responses to RFP
- 2) RFP/Draft Agreement Addendum #1



#### Attachment

### RFP/Draft Agreement Addendum #1

In compliance with the RFP, Page 5, Section D, all addenda must be specifically acknowledged in the Offeror's Proposal using Exhibit E.

\*Changes/Additions are underlined. Deletions are crossed out.

#### **RFP**

#### 1. Page 2 is amended as follows:

Mission City Transit/Dial-A-Ride service operates the following days and hours:

Weekdays (Monday – Friday): 7:30 am – 5:30 pm Weekends (Saturday and Sunday): 12:00 pm – 5:00 pm

#### 2. Page 3, Paragraph 1 is amended to read:

A maximum of two (2) ADA-compliant paratransit vehicles are operated in Mission City Transit/Dial-A-Ride service at peak periods and may be modified on weekdays, weekends and holidays by time of day. Beginning with this new contract, the Contractor will be responsible managing and operating San Fernando Mission City Transit/Dial-A-Ride services so as to achieve the City's performance goals for this service and is expected to manage the level of services provided to reflect actual trip demand. Also vehicles and operators will be required to comply with General Public Paratransit Vehicle [GPPV] requirements.

#### 3. Page 17, Section "O" is amended to read:

#### O. Training and Retraining Program

OFFERORS must have a training program that will assure that all personnel will meet satisfactory standards and knowledge for operating the City's Mission City Transit/Dial-A-Ride and Trolley services. The training program must be documented in the proposal, and shall explain how replacement personnel to accommodate turnover are to be trained without detriment to San Fernando Transit service or the quality of training. Proposals should also affirm that training provided to Mission City Transit/Dial-A-Ride operators will satisfy GPPV requirements.

### 4. <u>Page 18,Section 4 "Cost Proposal" under "Vehicle Revenue Hours" is amended to read:</u>

Estimated Annual Vehicle Revenue Hours/Miles
Years 1 – 5
(12 Months per Year)

	Trolley		
	Revenue Hours Miles		
2012-13	4094	34780	
2013-14	4082	40991	
2014-15	4120	40364	

Mission City Transit/ Dial-A-Ride				
Revenue Revenue Hours Miles				
4572	33532			
4590	30322			
4590	30903			

Total Revenue Hours	Total Revenue Miles
8666	68312
8672	71313
8710	71267

#### 5. Page 19, "Exhibits" is amended to read:

<u>H</u> <u>Monthly Contractor Reports</u>

Reports are attached to this document.

- 6. Page 19, "Exhibits" is amended to read:
  - I City of San Fernando Living Wage Ordinance

This information is attached to this document.

- 7. Page 19, Exhibit D "Cost Proposal Forms" are attached.
- 8. Page 25 is amended as follows:

Mission City Transit/Dial-A-Ride service operates the following days and hours:

Weekdays (Monday – Friday): 7:30 am – 5:30 pm Weekends (Saturday and Sunday): 12:00 pm – 5:00 pm

#### 9. Page 29, Section 3.7, last paragraph is amended to read:

All drivers shall be certified as having completed CONTRACTOR'S formal training course for new drivers as approved by CITY, and be licensed with a valid California Class B operator's license with appropriate certification(s) and medical card. Drivers shall meet all applicable requirements as established by the California Highway Patrol (CHP). Beginning with this contract, all operators assigned to the San Fernando Mission City Transit/Dial-A-Ride must hold a valid GPPV certificate.

#### 10. Page 33, "GPPV Certification" has been deleted as follows:

<u>GPPV Certification</u> All vehicles used in San Fernando Mission City Transit/Dial-A-Ride service must be GPPV certified prior to being placed into service.

#### 11. Page 57, Exhibit F, "San Fernando Transit Operating Data" is amended to read:

## Mission City Transit/Dial-A-Ride and Trolley Operating Statistics

	Trolley		
	Revenue Revenue Hours Miles		
2012-13	4094	34780	
2013-14	4082	40991	
2014-15	4120	40364	

Mission City Transit/ Dial-A-Ride									
Revenue Hours	Revenue Miles								
4572	33532								
4590	30322								
4590	30903								

Total Revenue Hours	Total Revenue Miles	Peak Vehicle Usage
8666	68312	4
8672	71313	4
8710	71267	4

#### **Attachments**

- 1. Exhibit H Monthly Contractor Reports
- 2. Exhibit I City of San Fernando Living Wage Ordinance
- 3. Exhibit D Electronic Cost Proposal Forms

#### COST PROPOSAL FORM, PAGE 1

Company Name First Transit, Inc

#### **COST PER VEHICLE REVENUE HOUR**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Driver Wages	15.34	16.63	17.92	19.21	20.54
Driver Fringe Benefits	3.83	4.11	4.40	4.70	5.01
Revenue Vehicle Maintenance	6.48	6.81	7.37	8.13	8.66
Other - Recruiting & Hiring	0.16	0.16	0.16	0.17	0.17
Other - Employee Welfare	0.10	0.11	0.11	0.11	0.11
Other - Profit & Overhead	3.55	3.81	4.11	4.43	4.73
Total Costs per VRH	29.46	31.63	34.07	36.75	39.22

#### **MONTHLY FIXED COSTS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Wages & Benefits	5,633.65	5,759.92	5,889.51	6,022.53	6,159.12
Vehicle Depreciation	4,768.17	4,768.17	4,768.17	4,768.17	4,768.17
Vehicle Insurance	1,072.24	1,093.11	1,114.81	1,137.17	1,160.04
Facility Lease	1,427.13	1,462.81	1,499.38	1,536.87	1,575.29
Misc Admin Costs	2,100.65	2,150.97	2,202.50	2,256.98	2,311.05
Profit & Overhead	2,056.79	2,088.49	2,122.18	2,154.99	2,190.04
Total Costs	17,058.63	17,323.47	17,596.55	17,876.71	18,163.71

#### **ESTIMATED ANNUAL FUEL COSTS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Total Vehicle Miles	85,779	85,734	85,722	85,727	85,736
Estimated Annual Fuel Cost	45,000	46,000	47,000	48,000	49,000
Assumed Cost/Gallon - CNG	\$2.60	2.65	2.71	2.76	2.81
Assumed Cost/Gallon - Gas	\$2.50	2.55	2.60	2.65	2.71
Assumed Cost/Gallon - Diesel	\$2.50	2.55	2.60	2.65	2.71
Total Costs	45,000	46,000	47,000	48,000	49,000

#### **COST PROPOSAL FORM, PAGE 2**

Company Name First Transit, Inc

#### **TOTAL COST**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1. Cost per Vehicle Revenue	29.46	31.63	34.07	36.75	39.22
2. Monthly Fixed Cost	17,058.63	17,323.47	17,596.55	17,876.71	18,163.71
Projected Annual VRH	8,700	8,700	8,700	8,700	8,700

3. Annual VRH Cost	256,302.00	275,181.00	296,409.00	319,725.00	341,214.00
4. Annual Fixed Costs	204,703.56	207,881.64	211,158.60	214,520.52	217,964.52
Total Costs	461,005.56	483,062.64	507,567.60	534,245.52	559,178.52

#### **Instructions**

- 1. Insert Cost per Vehicle Revenue Hour
- 2. Insert Monthly Fixed Cost
- 3. Multiply Projected Annual VRH by Cost per Vehicle Revenue Hour
- 4. Multiply Monthly Fixed Cost by 12

#### Transportation Services RFP Best and Final Offer

#### COST PROPOSAL FORM, PAGE 3

#### **Summary of Proposed Cost**

	Il five-year cost for management and operation of the s defined in the Request for Proposals, including any
[Write Total Proposed Cost]	
Two Million Five Hundred For	ty-Five Thousand Sixty Dollars [\$ 2,545,060 .00]
requirements of the RFP and has affecting the performance of the equipment, or facilities called for	Acknowledgement OFFEROR affirms that he/she/it is familiar with all sufficiently informed himself/herself/itself in all matters work or the furnishing of the labor, supplies, materials, in this RFP; that he/she/it has checked the proposal for prices stated are correct and as intended by the
amount is for all staff, facilities, v	nis is a "turn-key" contract and that the proposed cost rehicles and equipment, supplies and services required nt of San Fernando Transit except for those duties and fically identified in the RFP.
This proposal and proposed cost days from the original Proposal D	are a firm, fixed offer for a period of ninety (90) calendar due Date of April 20, 2016.
NAME OF PROPOSER FIRM:	First Transit, Inc.
ADDRESS:	600 Vine Street, Suite 1400
	Cincinnati, OH 45202
NAME OF AUTHORIZED REPR	ESENTATIVE FOR NEGOTIATIONS:
	Bradley A. Thomas
PHONE NUMBER:	(513_) _2412200
AUTHORIZED SIGNATURE: NAME & TITLE OF SIGNER:	Bradley A. Thomas, President
DATE:	5/5/2016



May 6, 2016

Mr. Chris Marcarello, Deputy City Manager/Public Works Director City of San Fernando Transit Services RFP Public Works Department 117 Macneil Street San Fernando, California 91340

RE: Management and Operation of the City's San Fernando Mission City Transit/Dial-A-Ride and Trolley Services ("San Fernando Transit")

Dear Mr. Marcarello:

Thank you and the evaluation panel for taking the time to meet with MV Transportation, Inc.'s ("MV") proposed management team on this past Thursday, April 28, 2016.

MV is in receipt of your email dated May 3, 2016.

Pursuant to email, MV respectfully submits the following clarifications to the above-referenced procurement. We hope that these explanations provide ample clarification; however, should the City require any further additional information, please do not hesitate to contact me at any time.

I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). I can be reached any time of day at (310) 908-7150 (george.lee@mvtransit.com). Additionally, Mr. Joe Escobedo, senior vice president will serve as your secondary and point of contact for any contract negotiations; he can be reached any time of day at (623) 340-3209 (joe.escobedo@mvtransit.com).

Thank you for your ongoing consideration of MV Transportation, Inc. We look forward to working with you throughout the remainder of this procurement.

Best regards,

George Lee

**Director of Business Development** 



Best and Final Offer to the City of San Fernando for the Operation of San Fernando Transit

1) Please provide an updated version of cost proposal forms, including fixed costs, variable costs (cost per vehicle revenue hour), and estimated fuel costs. Please see attached for cost forms.

MV has provided an updated version of the cost proposal forms immediately following this letter.

2) Please provide a proposed annual lease rate for use of City property to house a modular operations site for your staff.

The company's annual rate for use of the City's property site to house a modular operations is \$6,000 (\$500 monthly); alternatively, if the City will allow it, the company would like to lease a portion of the City's office space for \$500 each month in lieu of installing a modular unit on the City's property.

3) Please confirm that if the City is not able to provide space to house a modular operations site, you will be able to provide an alternative location for your operations. Please clarify if the cost for the alternate vehicle storage site is included in your cost proposal. If not, please specify any related costs.

The company is prepared to operate the City of San Fernando's transit services from MV's exiting facility in Burbank, CA, if the City is not able to allow the modular operations on its site or is unable to lease MV an office space.

MV's initial cost proposal did not include the cost for the alternative vehicle storage site; however, if the City is unable to provide space to store the vehicles, MV will store the vehicle fleet at its existing operating facility in Burbank, CA. If MV uses its location in Burbank, the company respectfully requests the opportunity to negotiate the variable rate to account for the increased time and miles to operate from the MV's Burbank facility.

4) During your interview, you shared a performance application with the evaluation panel. Please clarify if the transit vehicle performance/tracking application is included in your cost proposal. If not, please specify any related costs to provide this application.

The performance application that was referred to during MV's interview is TimePoint; this cost is included in the cost proposal.

Additionally, MV's cost proposal includes the technology components listed and described below:

**DriveCam:** The Company will install a DriveCam on-board camera system in all five (5) service vehicles. DriveCam is a coaching tool which provides the ability to capture video recordings of the vehicle operator and the front view of the vehicle when trigged from a sudden movement by vehicle. This allows MV to correct behaviors as they occur for follow up coaching and retraining.





Best and Final Offer to the City of San Fernando for the Operation of San Fernando Transit

**Mobileye:** MV will provide mobileye in all five (5) vehicles, this component is a windshield-mounted camera that detects other vehicles, pedestrians, and lane divisions in real time. This safety-focused element will sound an auditory alarm to warn the vehicle operator of an approaching obstruction.

**"T-EAM" Maintenance Management software:** MV will use the Trapeze Enterprise Asset Management ("T-EAM") maintenance management information software. This system will ensure all vehicle records are updated and all preventive, warranty, and cleaning are tracked and remain on-time.

**TimePoint and Mobi:** MV will provide a fixed route software system for the City's two (2) trolleys and MV's one (1) spare vehicle. TimePoint provides real-time service updates for both the dispatcher and the passenger. In addition to this software, MV will add the Mobi application; this program provides the passenger a view of the next scheduled ride from a smart-mobile device.

**Simpli Transport Scheduling and Dispatch system:** The company is offering the Simpli scheduling software system for the City's dial-a-ride system. Simpli is a webbased scheduling solution that is built for smaller transit operations; using Simpli, dispatchers can view and manage all clients, book trips, create schedules, run real-time reports, track on-time performance, and offers additional features.

**Simpli Mobile Samsung Tablets:** MV will provide the Simpli Mobile Samsung tablets for the City's dial-a-ride vehicles, as well as the company's one (1) spare vehicle; this tablet will serve as the primary communication device between the vehicle operator and the dispatch office ensuring data and estimated pickup times are in real-time. The vehicle operators will log on to view their manifests electronically and enables the dispatch team to monitor each vehicle at all hours of service.

5) If additional time is needed to procure the permanent dial-a-ride vehicle(s) that will be used as part of your proposal, please provide the model and year that will be used as a temporary dial-a-ride vehicle(s). Please also provide an expected date that the permanent vehicle(s) would be placed into service.

The company will use existing vehicles from its current fleet; therefore, additional time for vehicle procurement will not be needed. MV will provide the permanent vehicles from the company's existing fleet prior to contract start date.



#### Transportation Services RFP Best and Final Offer

#### COST PROPOSAL FORM, PAGE 1

Company Name: MV Transportation, Inc.

#### **COST PER VEHICLE REVENUE HOUR**

ITEM	YE	YEAR 1		YEAR 2		YEAR 3		YEAR 4		AR 5
Driver Wages	\$	154,335	\$	170,106	\$	185,217	\$	197,398	\$	206,422
Driver Fringe Benefits	\$	40,883	\$	45,492	\$	49,732	\$	53,277	\$	56,592
Revenue Vehicle Maintenance	\$	20,926	\$	21,790	\$	22,692	\$	21,757	\$	22,646
Other (Insurance)	\$	27,518	\$	27,926	\$	28,373	\$	28,822	\$	29,280
Total Costs per VRH	\$	243,661	\$	265,315	\$	286,013	\$	301,255	\$	314,940

#### **MONTHLY FIXED COSTS**

ITEM	YE	YEAR 1		YEAR 2		YEAR 3		YEAR 4		AR 5
Staff & Maintenance Wages	\$	119,889	\$	132,719	\$	141,238	\$	148,582	\$	156,968
Staff & Maintenance Benefits	\$	21,642	\$	23,584	\$	25,224	\$	26,751	\$	28,485
Other (Depreciation)	\$	18,456	\$	18,456	\$	18,472	\$	16,504	\$	13,752
Other (Interest)	\$	5,352	\$	3,870	\$	3,169	\$	2,489	\$	1,877
Other (Start-Up)	\$	27,398	\$	(0)	\$	-	\$	-	\$	-
Other (Operating Expense)	\$	38,220	\$	40,960	\$	42,184	\$	43,442	\$	45,312
Other (Overhead)	\$	28,542	\$	23,600	\$	25,128	\$	26,234	\$	27,319
Other (Profit)	\$	15,793	\$	15,944	\$	16,969	\$	17,712	\$	18,444
Total Costs	\$	275,292	\$	259,133	\$	272,384	\$	281,713	\$	292,157

#### **ESTIMATED ANNUAL FUEL COSTS**

ITEM	YEA	YEAR 1		YEAR 2		YEAR 3		YEAR 4		AR 5
Projected Total Vehicle Miles		88,495		88,495		88,495		88,495		88,495
Estimated Annual Fuel Cost	\$	38,902	\$	40,069	\$	41,271	\$	42,509	\$	43,784
Assumed Cost/Gallon - CNG	\$	2.51	\$	2.59	\$	2.67	\$	2.75	\$	2.83
Assumed Cost/Gallon - Diesel		N/A		N/A		N/A		N/A		N/A
Total Costs	\$	38,902	\$	40,069	\$	41,271	\$	42,509	\$	43,784

Note: We respectfully request the opportunity to negotiate the variable rates if actual mileage significantly varies from the estimate provided in the Addendum.

### Transportation Services RFP Best and Final Offer

#### **COST PROPOSAL FORM, PAGE 2**

Company Name: MV Transportation, Inc.

#### **TOTAL COST**

	ITEM	YEAR	YEAR 1		R 2	YE/	AR 3	YE.	AR 4	YE/	AR 5
1.	Cost per Vehicle Revenue Hour (VRH)	\$	28.007	\$	30.496	\$	32.875	\$	34.627	\$	36.200
2.	Monthly Fixed Cost	\$	22,941	\$	21,594	\$	22,699	\$	23,476	\$	24,346
	Projected Annual VRH		8,700		8,700		8,700		8,700		8,700

3.	Annual VRH Cost	\$ 243,661	\$ 265,315	\$ 286,013	\$ 301,255	\$ 314,940
4.	Annual Fixed Costs	\$ 275,292	\$ 259,133	\$ 272,384	\$ 281,713	\$ 292,157
5.	Total Costs	\$ 518,953	\$ 524,448	\$ 558,397	\$ 582,968	\$ 607,097

#### **Instructions**

- 1. Insert Cost per Vehicle Revenue Hour
- 2. Insert Monthly Fixed Cost
- 3. Multiply Projected Annual VRH by Cost per Vehicle Revenue Hour
- 4. Multiply Monthly Fixed Cost by 12
- 5. Add Annual VRH Cost and Annual Fixed Cost

#### Transportation Services RFP Best and Final Offer

#### **COST PROPOSAL FORM, PAGE 3**

#### **Summary of Proposed Cost**

NAME OF PROPOSER FIRM:

Proposer hereby proposes a total five-year cost for management and operation of the San Fernando Transit services as defined in the Request for Proposals, including any and all addenda, of:

[Write Total Proposed Cost]	Two Million Seven Hundred Ninety One Thousand	<u>d</u>
	Eight Hundred Sixty Three Dollars [\$ 2,791,863	.00

#### OFFEROR'S Representations & Acknowledgement

In submitting a proposal, the OFFEROR affirms that he/she/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that he/she/it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR.

OFFEROR acknowledges that this is a "turn-key" contract and that the proposed cost amount is for all staff, facilities, vehicles and equipment, supplies and services required for the operation and management of San Fernando Transit except for those duties and responsibilities of the CITY specifically identified in the RFP.

This proposal and proposed cost are a firm, fixed offer for a period of ninety (90) calendar days from the original Proposal Due Date of April 20, 2016.

MV Transportation, Inc.

ADDRESS:	5910 N. Central Expressway, Suite 1145
a	Dallas, TX 75206
NAME OF AUTHORIZED REPRE	SENTATIVE FOR NEGOTIATIONS:
,	Mr. Joe Escobedo, SVP of Business Development
PHONE NUMBER:	(623) 340 - 3209
AUTHORIZED SIGNATURE:	
NAME & TITLE OF SIGNER:	Amy Barry, Senior Vice President
DATE:	May 6, 2016

#### San Fernando

Transportation Services RFP **Best and Final Offer and Clarification Questions** 



Company: PCAM, LLC.

 Please provide an updated version of cost proposal forms, including fixed costs. variable costs (cost per vehicle revenue hour), and estimated fuel costs. Please use the projected vehicle revenue hours that were provided in Addendum #1, Item 11 (approximately 8,700 revenue hours) to compute total costs. Please see attached for cost forms and Addendum.

#### Please See PCAM's Best and Final Proposal Response Forms

Please provide hourly wage/benefit rates for employees that are included in your proposal. Please note that wages must comply with the City's Living Wage Ordinance and future Statewide minimum wage rate increases.

Driver(s):

\$13.00 Hourly

Dispatcher:

\$13.00 Hourly

Manager:

\$24 Hourly

Maintenance Mechanic: \$20 Hourly

Health:

**\$2.28 Hourly** 

Vacation / PTO:

Calculated Based On Rate Of Individual Pay

During your interview, you shared a performance application with the evaluation panel. Please clarify if the transit vehicle performance/tracking application is included in your cost proposal. If not, please specify any related costs to provide this application.

#### Tracking Hardware and End User Mobile Application Is Included In Our Pricing Model

If additional time is needed to procure the permanent dial-a-ride vehicle(s) that will be used as part of your proposal, please provide the model and year that will be used as a temporary dial-a-ride vehicle(s). Please also provide an expected date that the permanent vehicle(s) would be placed into service.

PCAM anticipates a 60 day delivery of the new vehicles prior to start of service.

Should the new vehicles be delayed, PCAM will offer the City of San Fernando their choice of our available fleet. Note that the available vehicles may not be Alternative Fuel, but will be either F450 El Dorado, Chevy, or International, and 2010 or newer.

#### Transportation Services RFP Best and Final Offer Shuttles

## COST PROPOSAL FORM, PAGE 1 PCAM, LLC.

#### COST PER VEHICLE REVENUE HOUR

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Driver Wages / *Employer Cost	\$20.16	\$20.76	\$21.39	\$22.03	\$22.69
Driver Fringe Benefits	\$2.28	\$2.35	\$2.42	\$2.49	\$2.57
Revenue Vehicle Maintenance	\$2.86	\$2.95	\$3.03	\$3.13	\$3.22
Other					
Total Costs per VRH	\$25.30	\$26.06	\$26.84	\$27.65	\$28.48

<sup>\*</sup>Employer Cost Include: Payroll Taxes, Workers Compensation Insurance

#### **MONTHLY FIXED COSTS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
General Manager Salary, General Manager Fringe Benefits, Supervisor Salary, Supervisor Fringe Benefits, Maintenance Manager Salary, Maintenance Manager Salary, Maintenance Manager Fringe Benefits, Dispatcher Wages, Dispatcher Fringe Benefits, Human Resources, Safety, Uniforms, Other Vehicles, Janitorial / Fleet Washing, Telephone, Utilities, Office Supplies, Accounting / Banking, Insurance, Vehicle License(s), APP Hardware, APP End User Interface	\$21,621.18	\$24,071.70	\$24,793.86	\$25,537.67	\$26,303.80
Total Costs	\$21,621.18	\$24,071.70	\$24,793.86	\$25,537.67	\$26,303.80

#### **ESTIMATED ANNUAL FUEL COSTS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Total Vehicle Miles	71,267	71,267	71,267	71,267	71,267
Estimated Annual Fuel Cost	\$29,694.58	\$29,694.58	\$29,694.58	\$29,694.58	\$29,694.58
Assumed Cost/Gallon - CNG	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Assumed Cost/Gallon - Gas					
Assumed Cost/Gallon - Diesel					
Total Costs	\$29,694.58	\$29,694.58	\$29,694.58	\$29,694.58	\$29,694.58

# Transportation Services RFP Best and Final Offer Shuttles

## COST PROPOSAL FORM, PAGE 2 PCAM, LLC.

#### TOTAL COST

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Cost per Vehicle Revenue Hour (VRH)	\$25.30	\$24.64	\$25.38	\$26.15	\$26.92
2. Monthly Fixed Cost	\$21,621.18	\$24,071.70	\$24,793.86	\$25,537.67	\$26,303.80
Projected Annual VRH	8700	8700	8700	8700	8700

3. Annual VRH Cost	\$220,110.00	\$214,368.00	\$220,806.00	\$227,505.00	\$234,204.00
4. Annual Fixed Costs	\$259,454.15	\$288,860.45	\$297,526.27	\$306,452.06	\$315,645.61
Total Costs	\$479,564.15	\$503,228.45	\$518,332.27	\$533,957.06	\$549,849.61

#### Instructions

- 1. Insert Cost per Vehicle Revenue Hour
- 2. Insert Monthly Fixed Cost
- 3. Multiply Projected Annual VRH by Cost per Vehicle Revenue Hour
- 4. Multiply Monthly Fixed Cost by 12

#### Transportation Services RFP Best and Final Offer Shuttles

#### **COST PROPOSAL FORM, PAGE 3**

#### **Summary of Proposed Cost**

Proposer hereby proposes a total five-year cost for management and operation of the San Fernando Transit services as defined in the Request for Proposals, including any and all addenda, of:

[Write Total Proposed Cost]	Two Million Five Hundred Eighty Four Thousand Nine	
Hundred Thirty One 54/XX		1

**OFFEROR'S Representations & Acknowledgement** 

In submitting a proposal, the OFFEROR affirms that he/she/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that he/she/it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR.

OFFEROR acknowledges that this is a "turn-key" contract and that the proposed cost amount is for all staff, facilities, vehicles and equipment, supplies and services required for the operation and management of San Fernando Transit except for those duties and responsibilities of the CITY specifically identified in the RFP.

This proposal and proposed cost are a firm, fixed offer for a period of ninety (90) calendar days from the original Proposal Due Date of April 20, 2016.

DOANA IIO

NAME OF PROPOSER FIRM:	PCAIVI, LLC.				
ADDRESS:	523 W. 6th Street Suite 528				
	Los Angeles, CA 90014				
NAME OF AUTHORIZED REPR	ESENTATIVE FOR NEGOTIATIONS: Pep Valdes				
PHONE NUMBER:	<u>(562</u> ) <u>862</u> <u>21-18</u>				
AUTHORIZED SIGNATURE: NAME & TITLE OF SIGNER: DATE:	Executive Vice President 05/05/16				

# Transportation Services RFP Best and Final Offer Optional Vans

## COST PROPOSAL FORM, PAGE 1 PCAM, LLC.

#### **COST PER VEHICLE REVENUE HOUR**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Driver Wages / *Employer Cost	\$20.16	\$20.76	\$21.39	\$22.03	\$22.69
Driver Fringe Benefits	\$2.28	\$2.35	\$2.42	\$2.49	\$2.57
Revenue Vehicle Maintenance	\$2.86	\$2.95	\$3.03	\$3.13	\$3.22
Other					
Total Costs per VRH	\$25.30	\$26.06	\$26.84	\$27.65	\$28.48

<sup>\*</sup>Employer Cost Include: Payroll Taxes, Workers Compensation Insurance

#### **MONTHLY FIXED COSTS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
General Manager Salary, General Manager Fringe Benefits, Supervisor Salary, Supervisor Fringe Benefits, Maintenance Manager Salary, Maintenance Manager Fringe Benefits, Dispatcher Wages, Dispatcher Fringe Benefits, Human Resources, Safety, Uniforms, Other Vehicles, Janitorial / Fleet Washing, Telephone, Utilities, Office Supplies, Accounting / Banking, Insurance, Vehicle License(s), APP Hardware, APP End User Interface	\$20,832.85	\$23,259.72	\$23,957.51	\$24,676.24	\$25,416.53
Total Costs	\$20,832.85	\$23,259.72	\$23,957.51	\$24,676.24	\$25,416.53

#### **ESTIMATED ANNUAL FUEL COSTS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Projected Total Vehicle Miles	30,903	30,903	30,903	30,903	30,903
Estimated Annual Fuel Cost	\$10,816.05	\$10,816.05	\$10,816.05	\$10,816.05	\$10,816.05
Assumed Cost/Gallon - CNG					
Assumed Cost/Gallon - Gas	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Assumed Cost/Gallon - Diesel					
Total Costs	\$10,816.05	\$10,816.05	\$10,816.05	\$10,816.05	\$10,816.05

# Transportation Services RFP Best and Final Offer Optional Vans

# COST PROPOSAL FORM, PAGE 2 PCAM, LLC.

#### TOTAL COST

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Cost per Vehicle Revenue Hour (VRH)	\$23.91	\$24.64	\$25.38	\$26.15	\$26.92
2. Monthly Fixed Cost	\$20,832.85	\$23,259.72	\$23,957.51	\$24,676.24	\$25,416.53
Projected Annual VRH	\$8,700.00	\$8,700.00	\$8,700.00	\$8,700.00	\$8,700.00

3. Annual VRH Cost	\$208,017.00	\$214,368.00	\$220,806.00	\$227,505.00	\$234,204.00
4. Annual Fixed Costs	\$249,994.14	\$279,116.65	\$287,490.16	\$296,114.86	\$304,998.30
Total Costs	\$458,011.14	\$493,484.65	\$508,296.16	\$523,619.86	\$539,202.30

#### Instructions

- 1. Insert Cost per Vehicle Revenue Hour
- 2. Insert Monthly Fixed Cost
- 3. Multiply Projected Annual VRH by Cost per Vehicle Revenue Hour
- 4. Multiply Monthly Fixed Cost by 12

#### Transportation Services RFP Best and Final Offer Optional Vans

#### COST PROPOSAL FORM, PAGE 3

#### **Summary of Proposed Cost**

Proposer hereby proposes a total five-year cost for management and operation of the San Fernando Transit services as defined in the Request for Proposals, including any and all addenda, of:

[Write Total Proposed Cost] Two Million Five	Hundred Twenty Two Thousand Six Hundred
Four Teen 12/XX	Dollars [\$_2,522,614.12 ]

**OFFEROR'S Representations & Acknowledgement** 

In submitting a proposal, the OFFEROR affirms that he/she/it is familiar with all requirements of the RFP and has sufficiently informed himself/herself/itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, materials, equipment, or facilities called for in this RFP; that he/she/it has checked the proposal for errors and omissions; that the prices stated are correct and as intended by the OFFEROR.

OFFEROR acknowledges that this is a "turn-key" contract and that the proposed cost amount is for all staff, facilities, vehicles and equipment, supplies and services required for the operation and management of San Fernando Transit except for those duties and responsibilities of the CITY specifically identified in the RFP.

This proposal and proposed cost are a firm, fixed offer for a period of ninety (90) calendar days from the original Proposal Due Date of April 20, 2016.

NAME OF PROPOSER FIRM:	PCAM, LLC.
ADDRESS:	523 W. 6th Street Suite 528
	Los Angeles, CA 90014
NAME OF AUTHORIZED REPRE	ESENTATIVE FOR NEGOTIATIONS: Pep Valdes
PHONE NUMBER:	(562) 862 - 2118
AUTHORIZED SIGNATURE: NAME & TITLE OF SIGNER: DATE:	Executive Vice President 05/05/16

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### AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager

**Date:** May 16, 2016

Subject: Consideration to Approve a Letter of Support for San Fernando Community

Health Center's Satellite Medical Facility in Mission Hills

#### **RECOMMENDATION:**

It is recommended that the City Council authorize the Mayor to execute a letter for support (Attachment "A") for San Fernando Community Health Center's proposed satellite medical facility to provide medical services to homeless patients housed at the new Valley Recuperative Care Center in neighboring community of Mission Hills.

#### **BACKGROUND:**

In 2014, the Hope of the Valley Rescue Mission purchased a brick building at 11134 Rinaldi Street, in Mission Hills, that once housed airplane parts with the purpose of transforming the 16,000-square-foot building into a 30-bed recuperative care facility where the homeless can rest after they are discharged from a hospital, take medications under supervision and receive other services to get them off the streets. The facility will include mental health services and a catering kitchen. The facility is located across the street from the Los Angeles Police Department Mission Division and in front of the San Fernando Mission Cemetery.

The new facility is intended to fill a hole in care for the homeless who find themselves in hospital emergency rooms with various ailments and after being discharged from hospitals and are left to recuperate in emergency shelters, bus benches or sidewalks, which in some instances results in little or no recuperative care from an illness and a return to the hospital.

#### **ANALYSIS:**

San Fernando Community Health Center (SFCHC) is seeking City Council approval of a letter of support (Attachment "A") for SFCHC's opening of a satellite clinic in Mission Hills, which will be adjacent to the Hope of the Valley Recuperative Care Center (the "Care Center"). This clinic will be open to the general public as well as be an access point for care for the homeless residents of the Care Center. It is the intent of SFCHC to operate next to the Care Center in order to allow

## Consideration to Approve a Letter of Support for San Fernando Community Health Center's Satellite Medical Facility in Mission Hills

Page 2 of 2

future residents to be linked to a source of primary care that will alleviate some of the more pressing issues that homeless persons have accessing health care.

#### **BUDGET IMPACT:**

None. A letter of support for SFCHC opening of a satellite clinic next to the Hope of the Valley Recuperative Care Center currently under construction in the neighboring community of Mission Hills (in the City of Los Angeles) will not have a monetary impact on the City Budget.

#### **CONCLUSION:**

Locating SFCHC's satellite facility next to the Hope of the Valley Recuperative Care Center will allow enhanced coordination of care for homeless patients. The letter of support from the City Council will help SFCHC as a Health Care for the Homeless grantee, to link homeless patients housed at the Care Center with medical services needed to improve the over-all health status of a vulnerable population.

#### **ATTACHMENT:**

A. Letter of Support



CITY COUNCIL

May 16, 2016

Mayor

ROBERT C. GONZALES

Audrey L. Simons, MSHA Chief Executive Officer

VICE MAYOR JOEL FAJARDO San Fernando Community Health Center

732 Mott Street, Suite 100/110 San Fernando, CA 91340-4240

COUNCILMEMBER ANTONIO LOPEZ

COUNCILMEMBER Sylvia Ballin

Dear Ms. Simons:

COUNCILMEMBER JAIME SOTO

On behalf of the San Fernando City Council, I am pleased to express our support for San Fernando Community Health Center's new service delivery site addition. As presented to the City Council on May 16, 2016, this site is located at 11134 Sepulveda Blvd in Mission Hills, California and features three (3) exam rooms and three (3) behavioral health rooms over 1,500 square feet. This site will be providing primary health care, behavioral health and case management services to homeless patients.

The City acknowledges that having SFCHC's satellite facility next to the Hope of the Valley Recuperative Care Center will allow enhanced coordination of care for high acuity homeless patients. As a Health Care for the Homeless grantee, we understand that SFCHC is committed to serving this population. Linking such patients to a medical home is an essential step toward improving the over-all health status of a vulnerable population. We understand that this additional site will be open to the general public and accept all patients regardless of ability to pay. The new service delivery location on a main thoroughfare of the San Fernando Valley makes it highly visible to the community and provides easy access through public transportation.

The San Fernando City Council supports the need to provide a continuum of care for all members of society and especially those segments of the homeless population that are in need of support medical and social services that put them on a road to recovery from their physical ailments. We acknowledge your efforts and hope you are successful in addressing the needs of these future patients.

Sincerely,

San Fernando **CALIFORNIA** 91340

117 MacNeil Street Robert C. Gonzales Mayor

(818) 898-1201

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## AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Councilmember Antonio G. Lopez

**Date:** May 16, 2016

**Subject:** Consideration of Adopt Resolution No. 7732, Supporting the Proposal for the Los

Angeles Metropolitan Transportation Authority (Metro) Board of Directors to Vote to Place a Measure on the November 8, 2016 Ballot to Generate Additional

Revenues for Transportation Improvements in Los Angeles County

#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Adopt Resolution No. 7732 (Attachment "A"), supporting the proposal for the Metro Board of Directors to vote to place a measure on the November 8, 2016 Ballot in order to generate additional revenues for transportation improvements in Los Angeles County that includes funding for the East San Fernando Valley Transit Corridor Project; and
- b. Direct the City Manager to forward the executed Resolution to the Metro Board of Directors for their consideration.

#### **BACKGROUND:**

The proposed 2016 measure is being considered by the Metro Board of Directors to be placed on the ballot for the November 2016 election in order for voters in Los Angeles County to determine if they would be in favor of an additional half-cent sales tax that would generate funds to be used for countywide transportation improvements.

The City of San Fernando would benefit from Los Angeles County Metro's proposed ballot measure's generation of additional revenues for transportation improvements throughout Los Angeles County in general by creating greater access to alternative modes of public transportation and infrastructure upgrades in the region and specifically benefit the City from funding for the East San Fernando Valley Transit Corridor Project that is included as a project in said ballot measure's Draft Potential Ballot Measure Expenditure Plan resulting in new transportation infrastructure upgrades within the City that enhance City residents' access to public transportation.

Consideration to Adopt Resolution No. 7732, Supporting the Proposal for the Los Angeles Metropolitan Transportation Authority (Metro) Board of Directors to Vote to Place a Measure on the November 8, 2016 Ballot to Generate Additional Revenues for Transportation Improvements in Los Angeles County

Page 2 of 4

#### **ANALYSIS:**

#### Measure R and East San Fernando Valley Transit Corridor Project

Measure R was approved by voters in 2008 to impose a half-cent sales tax in Los Angeles County to generate funds for transportation improvements. Measure R was designed to fund a variety of transportation projects designed to expand the County's network of rail, highway, signals, bicycle, transportation enhancements, and pedestrian ways. Twelve transit projects were amongst the projects promised to voters when the Measure passed. One of these was the East San Fernando Valley Transit Corridor project, which has also been adopted into Metro's 2009 Long Range Transportation Plan (LRTP).

Metro and the Federal Transit Administration (FTA), in coordination with the Cities of Los Angeles and San Fernando, are evaluating the feasibility of a major mass transit project that would operate in the center or curb-lane of Van Nuys Boulevard from the Van Nuys Metro Orange Line, north to San Fernando Road. From there, the proposed alignment would proceed northwest on or adjacent to San Fernando Road to the Sylmar/San Fernando Metrolink station – a distance of 9.2 miles. The project would include 14 to 28 station stops, depending upon the alternative selected, including one or more stops in the City of San Fernando (Attachment "B"). The East San Fernando Valley Transit Corridor intersects with the Metro Orange Line that connects to the Metro Red Line in North Hollywood. It also connects with Metrolink and Amtrak stations providing linkages to regional destinations.

\$170.1 million in funding for the project was identified in Metro's 2009 LRTP. These funds come primarily from the State of California's Traffic Congestion Relief Program (TCRP) and Measure R, the half-cent sales tax approved by Los Angeles County voters in 2008.

As part of the project's development that includes extensive public input, the East San Fernando Valley Transit Corridor Project includes consideration of the following project alternatives and associated cost estimates (2014 dollars):

- Curb-Running BRT: \$294 millionMedian-Running BRT: \$402 million
- Low-Floor Light Rail Transit/Tram: \$1.3 billion
- High-Floor Light Rail Transit: \$2\$2.7 billion

Currently, Metro staff is finalizing the Project's Administrative Draft for FTA review. After the FTA's review, Metro will respond to comments and prepare for Public Hearings and a 45-day public review period. It is during this phase that the Metro Board of Directors may choose a Locally Preferred Alternative (LPA).

Consideration to Adopt Resolution No. 7732, Supporting the Proposal for the Los Angeles Metropolitan Transportation Authority (Metro) Board of Directors to Vote to Place a Measure on the November 8, 2016 Ballot to Generate Additional Revenues for Transportation Improvements in Los Angeles County

Page 3 of 4

#### Metro's Plan to Ease Traffic

On March 24, 2016, the Metro Board of Directors released for public input a Draft Potential Ballot Measure Expenditure Plan, which is associated with Metro's current efforts to update the countywide LRTP.

Los Angeles County is expected to grow by 2.4 million people by 2057. Metro is updating its LRTP to enhance mobility and quality of life for Los Angeles County to position the region for future growth and meet transportation needs. The foundation for the updated LRTP is a draft Expenditure Plan that provides a vision for funding a variety of transit related infrastructure and programs needed to build and operate a balanced multi-modal transportation system. Specifically, the Draft Expenditure Plan identifies major highway and transit projects evaluated and sequenced based on performance metrics approved by the Metro Board of Directors at its December 2015 meeting. Included as part of the Proposed Expenditure Plan is additional funding for the East San Fernando Valley Transit Corridor Project in the amount of \$810 million (Attachment "C"; "ATTACHMENT E: COMPARISON OF COST ESTIMATES - TRANSIT PROJECT" to Metro Board of Directors Staff Report).

If the Ballot Measure is approved as currently proposed by the Los Angeles County voters, then the proposed project funding would facilitate development of a high capacity transit system through the City of San Fernando with direct connection to the existing Sylmar/San Fernando Metrolink Station as well as a proposed new transit stop in the City of San Fernando in close proximity to the City's downtown area.

#### Reasons for City Support of Proposed Ballot Measure

The City of San Fernando has benefitted and will continue to benefit from the existing Measure R program because of the funds that have been allocated to the City for improvements to the streets and other transportation infrastructure.

Metro's Plan to Ease Traffic is proposed to be placed on the ballot for the November 2016 election to impose an additional half-cent sales tax in Los Angeles County that would generate funds to be used for transportation improvements. The City of San Fernando would also benefit from the additional funds that would be available through the proposed Ballot Measure to provide additional funding to the East San Fernando Valley Transit Corridor Project.

The City of San Fernando and the greater East San Fernando Valley are currently under-served by public transportation, and are in need of improved transit connections, including bus and rail, to provide enhance transit linkages to work and education centers in the East San Fernando Valley, Los Angeles, and the rest of Los Angeles County.

Consideration to Adopt Resolution No. 7732, Supporting the Proposal for the Los Angeles Metropolitan Transportation Authority (Metro) Board of Directors to Vote to Place a Measure on the November 8, 2016 Ballot to Generate Additional Revenues for Transportation Improvements in Los Angeles County

Page 4 of 4

The City of San Fernando would benefit from Los Angeles County Metro's proposed ballot measure's generation of additional revenues for transportation improvements throughout Los Angeles County in general by creating greater access to alternative modes of public transportation in the region. The City would also see a direct benefit from funding for the East San Fernando Valley Transit Corridor Project that is included as a project in said Ballot Measure resulting in new transportation infrastructure upgrades within the City that enhance City residents' access to public transportation.

The proposed Ballot Measure and resulting additional transportation funding for enhanced bus and/or rail transportation infrastructure being contemplated as part of the East San Fernando Valley Transit Corridor Project would be consistent with the City's efforts to facilitate transit oriented development within the downtown area and commercial corridors located adjacent to the proposed route of the East San Fernando Valley Transit Corridor Project.

#### **BUDGET IMPACT:**

No immediate fiscal impact. The funding programs under the proposed 2016 Ballot Measure that are being considered would facilitate needed upgrades to existing infrastructure located within the proposed route of the East San Fernando Valley Transit Corridor Project.

#### **CONCLUSION:**

In light of the previously noted benefits associated with additional funding under the proposed 2016 Ballot Measure for Los Angeles County and the City of San Fernando through the funding of local projects like the East San Fernando Valley Transit Corridor Project, it is recommended that the City Council approve Resolution No. 7732. City Council approval of Resolution No. 7732 will help to support and encourage the Metro Board of Directors to vote to place a ballot measure before the voters in Los Angeles County on November 8, 2016, in order to generate new revenue for transportation in Los Angeles County.

#### **ATTACHMENTS:**

- A. Resolution No 7732
- B. East San Fernando Valley Transit Corridor Site Map
- C. March 24, 2016 Metro Board Report

#### **RESOLUTION NO. 7732**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, SUPPORTING THE PROPOSAL FOR THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (HEREIN, "METRO") BOARD OF DIRECTORS TO VOTE TO PLACE A MEASURE ON THE NOVEMBER 8, 2016 BALLOT TO GENERATE ADDITIONAL REVENUES FOR TRANSPORTATION IMPROVEMENTS IN LOS ANGELES COUNTY

**WHEREAS**, under the State of California Public Utilities Code Section 3001, Metro is a state-created agency formed for the local operation of a comprehensive mass rapid transit system in Los Angeles County;

**WHEREAS**, one of the state-mandated functions of Metro is to further the declared policy of the State to foster the development of trade and movement of people in and around Los Angeles County for the benefit of the entire State;

**WHEREAS,** mobility of goods and people throughout Los Angeles County is critical to a vibrant economy that provides opportunities throughout the region;

WHEREAS, Los Angeles County already experiences among the highest levels of congestion and delay of any area in the United States;

**WHEREAS**, these mobility needs will increase given that the county is projected to add nearly 2.3 million people and 1.4 million jobs over the next 40 years.

**WHEREAS**, the agency is developing an updated Long Range Transportation Plan (herein, "LRTP") that will help address these challenges and needs;

WHEREAS, the LRTP will consist of programs and projects that are essential to meeting the transportation needs of the future including improving the region's streets, roads, bike and pedestrian connections enhancing the transit network; supporting the needs of seniors, the disabled, and students; providing critical multimodal transportation solutions to expand travel choices; and relieve congestion throughout the county in order to move people and goods more efficiently while also reducing greenhouse gas emissions;

**WHEREAS**, the interests of Los Angeles County residents and businesses will benefit by the implementation of this new LRTP;

**WHEREAS**, the new plan will not only provide mobility solutions but will also generate employment in the region;

**WHEREAS**, Federal and State dollars available for transportation funding are increasingly constrained and insufficient to meet the needs and priorities of this plan;

**WHEREAS,** Los Angeles County will therefore need to generate funding locally to implement this plan;

**WHEREAS**, Metro has already demonstrated success and leveraging local funds to garner federal matching funds;

**WHEREAS,** the East San Fernando Valley and the City of San Fernando are currently under-served by public transportation;

**WHEREAS,** the City of San Fernando is in need of improved transit connections, including bus and rail, to provide enhance transit linkages to work and education centers in the East San Fernando Valley, Los Angeles, and the rest of Los Angeles County;

WHEREAS, the City of San Fernando would benefit from Los Angeles County Metro's proposed ballot measure's generation of additional revenues for transportation improvements throughout Los Angeles County in general by creating greater access to alternative modes of public transportation in the region and specifically benefit the City from funding for the East San Fernando Valley Transit Corridor Project that is included as a project in said ballot measure resulting in new transportation infrastructure upgrades within the City that enhance City residents access to public transportation.

WHEREAS, the proposed ballot measure and resulting additional transportation funding for enhanced bus and/or rail transportation infrastructure being contemplated as part of the East San Fernando Valley Transit Corridor Project would be consistent with the City's efforts to facilitate transit oriented development within the downtown area and commercial corridors located adjacent to the proposed route of the East San Fernando Valley Transit Corridor Project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER that the City Council of the City of the City of San Fernando recommends and encourages that the Los Angeles County Metropolitan Transportation Authority Board of Directors vote to place a measure before the voters in Los Angeles County on November 8, 2016 in order to generate new revenue for transportation in Los Angeles County.

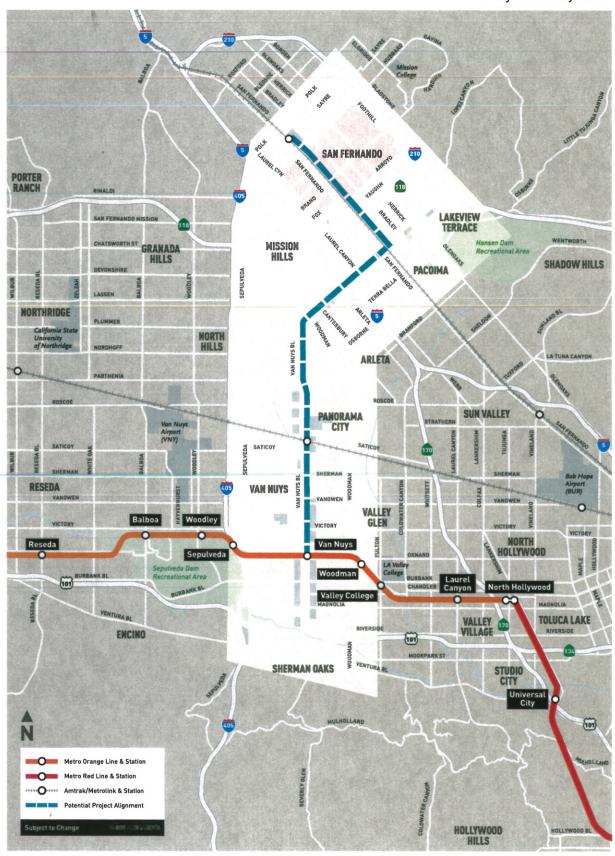
**PASSED, APPROVED, AND ADOPTED** this 16<sup>th</sup> day of May, 2016.

Robert C. Gonzales, Mayor	

ATTEST:	
Elena G. Chávez, City Clerk	
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF SAN FERNANDO	) ) ss )
	nat the foregoing Resolution was approved and adopted at a il held on the 16 <sup>th</sup> day of May, 2016, by the following vote to
AYES:	
NOES:	
ABSENT:	
Elena G. Chávez, City Clerk	

## East San Fernando Valley Transit Corridor

Project Study Area





### Metro



#### **Board Report**

Los Angeles County
Metropolitan Transportation
Authority
One Gateway Plaza
3rd Floor Board Room
Los Angeles, CA

Agenda Number:4.1

REVISED REGULAR BOARD MEETING MARCH 24, 2016

SUBJECT: LONG RANGE TRANSPORTATION PLAN - DRAFT POTENTIAL BALLOT

**MEASURE EXPENDITURE PLAN** 

ACTION: RELEASE EXPENDITURE PLAN DRAFT FOR PUBLIC REVIEW

#### RECOMMENDATION

File #:2016-0148, File Type:Plan

#### CONSIDER:

- A. RECEIVING AND FILING the **Draft Potential Ballot Measure Expenditure Plan** (Attachment A); and
- B. AUTHORIZING the CEO to release the Draft Potential Ballot Measure Expenditure Plan, including a 45-year and 50-year plan option, for public review.

#### **ISSUE**

Los Angeles County is expected to grow by 2.4 million people by 2057. Metro is updating its Long Range Transportation Plan (LRTP) to enhance mobility and quality of life for LA County to position the region for future growth and meet transportation needs.

The foundation for the updated LRTP is a draft Expenditure Plan which provides a vision, through nine categories of funding, for the variety of transit related infrastructure and programs needed to build and operate a balanced multi-modal transportation system.

Specifically, the draft Expenditure Plan identifies major highway and transit projects evaluated and sequenced based on performance metrics approved by the Metro Board of Directors at its December 2015 meeting. The draft Expenditure Plan also includes projects identified by staff that are necessary to improve and enhance system connectivity; promote bicycling and walking; support Americans with Disabilities Act (ADA)/paratransit services for the disabled; discounts for students and seniors; investments to fund bus and rail operations; ongoing system maintenance and repair, including repair of bridges and tunnels; and funds for repair and enhancement of local streets and roads. To fund these projects and programs, Metro is considering a ballot measure for November 2016 that would augment the Measure R with a new half-cent sales tax, and extend the current Measure R tax rate to 2057.

Agenda Number:4.1

Metro has approached the LRTP planning process through a collaborative, bottoms-up approach. After modeling major highway and transit projects identified by key stakeholders in the county's subregions, and working with other regional transportation partners to identify other necessary programs to enhance mobility, staff is now prepared to release a draft Expenditure Plan for public review.

Upon release by the Metro Board, staff will conduct an extensive public input process on the draft plan and report the summarized feedback to the Board. The process will include a round of community meetings, a series of telephone town hall meetings, presentations across the county, and opportunities to submit comments through Metro's website and social media channels.

#### **BACKGROUND**

The pie chart on page one of Attachment A summarizes the draft Expenditure Plan.

The draft Plan anticipates approximately \$120+ billion (year of expenditure (YOE)) over a 40+-year period. It relies on the following funding assumptions: a ½ cent sales tax augmentation to begin in FY18; an extension of an existing ½ cent sales tax rate beyond the current expiration of Measure R in 2039; with a combined 1 cent sales tax sunset in the year 2057 and a partial extension for ongoing repairs, operations, and debt service. Assumptions for project cost inflation, tax revenue growth, sub-regional revenue targets, and population and employment data are described in Attachment B, the Working Assumptions Framework.

A 45-year plan, through 2062, and a 50-year plan, through 2067, is also recommended for consideration, which would allow for the expediting of major transit projects in order to address the region's most critical infrastructure in a more timely manner.

If the Metro Board of Directors and/or the voters ultimately do not support the augmenting and extension of taxes at this time, the 2009 LRTP will be updated consistent with that decision. Metro's new 2017 LRTP process is scheduled to conclude in the fall of 2017, well after the potential vote in November 2016, to permit either eventuality.

#### **Authorizing Legislation and Expenditure Plan Requirements**

The State Legislature passed SB 767 (de León) on September 15, 2015, which authorizes Metro to place a transportation measure on the ballot for voters consideration. The Governor announced his approval on October 7, 2015 making it effective January 1, 2016. This authorizing legislation requires that an Expenditure Plan be developed using a transparent process.

In addition, SB 767 (de León) requires that the Expenditure Plan include the following elements: the most recent cost estimates for each project and program; the identification of the accelerated cost, if applicable, for each project and program; the approximate schedule during which Metro anticipates funds will be available for each project and program; and, the expected completion dates for each project and program within a three-year range. Metro's process to date, included coordination with the Council of Governments (COGs) for each region, who submitted funding requests for major transit and highway priority projects in their subregion. In order to assist the COGs, staff provided high and low cost estimates to aid in making their priority setting decisions.

Agenda Number:4.1

In our continuing effort to conduct a transparent process, staff has now refined project cost estimates and analyzed major projects using the Board approved performance metrics.

#### **Geographic Equity Measures and Process**

The Potential Ballot Measure Funding Targets examined current (2017) and projected (2047) population and employment figures, which were given to each subregion to inform their ultimate funding target. As discussed in detail in Attachment B, if current population was the highest percentage figure for a specific subregion, that figure was used to develop that subregon's target. If another subregional percentage figure was higher, such as future employment, that figure was used instead. This funding allocation formula was deemed feasible because Metro staff anticipates that a portion of existing funding resources will be available beyond the year 2039. For example, Proposition A and Proposition C do not sunset, and no planning has yet occurred for the year 2040 and beyond for these taxes. Since the working assumption is a 40-year tax measure ending in 2057, there will be about 18 years of Proposition A and Proposition C resources potentially available that have been incorporated in the draft Expenditure Plan for planning purposes.

After establishing a consensus with all the subregional representatives on the Potential Ballot Measure Funding Targets in Spring 2015, staff initiated the next steps in the process by requesting subregional priorities that were constrained to the Framework Funding Targets.

#### **Performance-Based Planning Improves System-wide Results**

In order to honor the "bottoms-up" process established by the Board, staff initiated the performance analysis process by reviewing the projects identified by the subregional agencies. The Metro Travel Demand Model was then used to evaluate major transportation projects from the Mobility Matrix and the 2009 LRTP Strategic (unfunded Plan), including major transit projects (bus rapid transit, light rail, or heavy rail transit corridor projects) and major highway projects (carpool lanes, managed lanes, or mixed flow lanes).

Major highway and transit projects were evaluated based on the evaluation criteria adopted by the Board in December 2015 (Attachment C). The Board identified five performance themes: Mobility, Economy, Accessibility, Safety, and Sustainability & Quality of Life. Performance weights were adopted for each theme to guide the scoring of performance measures within each theme. Performance measure analysis was conducted based on a combination of qualitative and quantitative data. Highway and transit projects (including projects provided by the COGs in Attachment D) were evaluated separately and the project scores provide a relative ranking for each mode. Attachment E reflects the adjustments made by staff (reflected in the draft Expenditure Plan) and a side-by-side comparison with all the Sub-Regional planning area project lists submitted by the COGs.

Staff also conducted travel demand model analysis of funded 2009 LRTP major highway and major transit projects not yet under construction, to assess opportunities to accelerate LRTP projects based on performance, while not impacting the 2009 LRTP schedule of any LRTP project. The performance of these projects was assessed using the same methodology used for new projects described above.

Agenda Number:4.1

For the major highway and transit projects, two underlying system networks were used, one unconstrained, or "Unfunded" for new projects, and one constrained, or "Partially Funded" for existing LRTP projects. The "Unfunded" system network included <u>all</u> modeled projects in the completed network for the horizon year of 2057. The "Partially Funded" system network included a smaller set of projects in the completed network. This distinction is important to the Potential Ballot Measure Expenditure Plan Draft because the performance metric data that resulted from the two very different system networks could not be simply merged for project comparison and sequencing purposes. The performance metric results for our Partially Funded (existing LRTP projects) and Unfunded (new projects), transit and highway system networks break down into four lists, as shown in Attachment F.

Projects that could not be modelled were assessed using the same performance themes as used for the major highway and transit projects, but using the "Harvey ball" scoring system of the Mobility Matrix process. The relative performance of these projects is shown in Attachment G.

Sequencing of Projects is first based upon the raw performance score for each category of project. Then, two key Board policy assumptions are applied. The first policy assumption is that the Gold Line Extension from Claremont to Azusa is a priority project for any new non-federal funding. The second policy assumption is that the potential acceleration of some Measure R projects already in the LRTP be considered by staff only to the extent that other existing LRTP projects remain on their current LRTP funding schedules and no later. The intent is to prevent any existing LRTP project delays, while at the same time enabling the possible acceleration of highly beneficial major projects. As a result, each subregion has at least one major transit or highway project in the first 15 year period.

#### **Public Support for Expanded Transportation Investment**

Over the last 12 months, various information channels have been explored to assess interest in expanding infrastructure investment. Staff has worked closely with the COGs as well as other stakeholder groups to determine their priorities and policy considerations. Executive staff attended many productive meetings with coalitions of leadership representatives from business, environmental, active transportation, and disadvantaged community organizations. These leaders jointly expressed significant support for a potential ballot measure if it properly balances their mobility, economic development, and environmental justice concerns.

Staff conducted general public opinion research to develop a solid understanding of Los Angeles County resident perspectives on transportation concerns to guide development of the potential ballot measure. In the past year, three research efforts have been completed. The first was conducted in February 2015 and consisted of four focus groups to help shape a planned survey questionnaire. Common themes shared by focus group participants included: traffic congestion is a serious problem and is getting worse; the public transportation system needs to be better connected; and there is a need for new funding which included general support for a sales tax measure.

In March 2015, a follow-up public opinion survey of 1,400 respondents was conducted with statistically significant sub-samples representing sub-areas of the County. This was not a traditional voter poll, but a representative sample of County residents. The poll also included a sub-sample of self-reported likely November 2016 voters. Some of the key findings included: concern over the

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growth in traffic congestion; the belief that a transportation plan must include a mix of local road, freeway and public transportation projects; and the programs that resonated most with respondents included, traffic congestion relief, freeway improvements, keeping senior/disabled/student fares low, bridge safety improvements and repaving local streets. The survey also found that support for a transportation ballot measure appeared relatively strong, slightly above the two-thirds threshold.

The third effort was conducted in September 2015. Fourteen focus groups were held at seven locations (two focus groups per location) across the County to gain further qualitative data from residents regarding transportation concerns and feedback on concepts to communicate the benefits of Metro's LRTP. Overall, participants agreed that traffic congestion has gotten significantly worse; expressed support for a proposed ballot measure; had limited awareness of Metro's responsibilities; and responded positively to LRTP informational materials including a map depicting projects completed, under construction or planned.

As part of Metro's LRTP update, staff is planning to conduct additional public opinion research to provide the Metro Board of Directors with another layer of information as they consider placing a sales tax measure on the November 2016 ballot.

#### **DISCUSSION**

#### **Fund Elements of the Plan**

#### **Major Transit Construction Projects - 35% Allocation**

The major transit construction fund includes a 33% allocation for new rail and Bus Rapid Transit (BRT) capital projects, whose final project definition will be determined following completion of an environmental review process. Rail yards, rail cars, and start-up clean fuel buses are also eligible for this fund.

In addition to the elements listed above, the Major Transit Construction Fund includes a sub-category of \$350 million for additions to the Countywide Bus Rapid Transit system. Bus Rapid Transit lines include enhanced speeds gained through protected rights-of-way, signal priority, and bus stop enhancements that reduce dwell time at each stop. During each decade, Bus Rapid Transit lines will be added to enhance Metro's existing system already in place. Eligibility for the funds available includes advanced planning, environmental, and construction related costs.

A total of \$35 million is included for Streetcar and Circulator projects such as those proposed in Downtown Los Angeles, Glendale and other locales around the County. This allocation is eligible for capital only and will leverage operating and maintenance commitments as seed funding for Streetcar and Circulator type project sponsors.

This category also includes \$20 million in seed money for visionary projects, such as an express connection between the Los Angeles World Airport and Union Station in downtown Los Angeles or extending the Sepulveda Pass from LAX to Long Beach. These visionary ideas are important to foster as Los Angeles County grows.

For project descriptions on the Transit Construction Projects and maps, see Attachment H. An

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additional 2% of the funds are recommended for Transit System Connectivity Projects such as described in Attachment I.

#### Major Highway Projects - 17% Allocation

The major highway construction fund includes a 15% allocation for safety enhancements, bottleneck relief, and capacity projects, whose final project definition will be determined based upon the completion of an environmental review process. Environmental studies, plans, specifications, and estimates, right-of-way acquisition, and construction are also eligible for this fund.

For project descriptions and maps on the Highway Construction Projects, see Attachment H. An additional 2% of the funds are recommended for Highway System Connectivity Projects such as ground access to seaports and airports described in Attachment I.

#### **Transit Operations - 20% Allocation**

The transit operations fund includes a 20% allocation to support countywide transit operations (consistent with ridership patterns) for Metro and Municipal Operators. The funds will improve system safety, provide faster, frequent, reliable, accessible services, and improve customer service. Estimated to generate \$23.9 billion during the term of the proposed new sales tax, this fund is critical to continue to grow the service and create a balanced more flexible multi-modal transit system. During the early years of the draft Plan, when transit expansion has not yet been fully implemented, some of these revenues can be used to address the transit State of Good repair backlog. For example, some of these funds could be used to meet bus system related repair. For detail information on the Transit Operations, see Attachment J.

#### **Local Return - 16% Allocation**

The 88 cities and the County of Los Angeles are responsible for building, improving, operating and maintaining much of the transportation infrastructure throughout Los Angeles County; a 15% local return allocation of the existing ½ cent Measure R sales tax provides a key revenue source for needs, such as, potholes, curb cuts, sidewalks, and active transportation projects. The existing program is structured to provide maximum flexibility for local jurisdictions to meet their transportation priorities and needs and staff recommends that the additional local return allocation maintain this flexibility.

In recent months, Metro has taken several steps to go beyond the traditional transit-oriented development focus to the creation of "Transit Oriented Communities" (TOC). TOCs represent an approach to development focused on compact, walkable and bikeable places in a community context (rather than focusing on a single development parcel), integrated with transit. Implementing TOCs requires coordination with local jurisdictions, as such, the draft Expenditure Plan proposes that the Local Return allocation include an expansion of the eligible use of funds for TOC development.

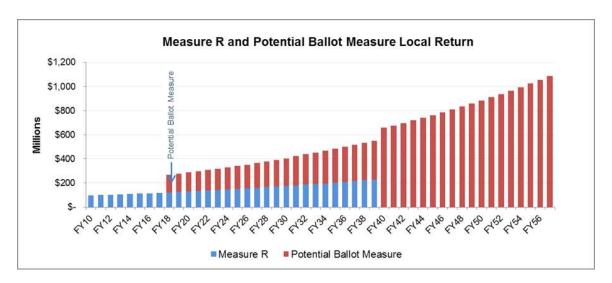
Metro has also taken several steps to elevate our response to storm water needs both for our own projects and programs, as well as in collaboration with communities around the County. In particular, last month the Metro Board adopted the following:

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- Created a new requirement that all Metro construction projects implement methods to capture and treat storm water;
- Required that design and construction projects incorporate sustainability best practices; and
- Expanded the Urban Greening Implementation Action Plan along with planning and technical tools to aid in project implementation.

Consistent with the recent policy initiatives, the draft Expenditure Plan proposes that the Local Return allocation also include an expansion of the eligible use of funds for "Green Streets".

Estimated to generate \$19.1 billion during the term of the proposed new sales tax, it is important to note that the recommended fund allocation of 16% for Local Return results in a more than doubling of existing Measure R Local Return funds between FY18 and FY39 and extends the tax for another 18 years. Specifically, beginning in FY18, the proposed new fund allocation of 16% for Local Return will be added to the 15% Local Return currently generated by Measure R. The amount of Local Funds will exponentially grow beyond that during the later years of the new Measure (<u>FY</u>20<del>39</del>40-<u>FY</u>2057) as illustrated in the table below.



#### **Metro Rail Operations - 5% Allocation**

Metro Rail is the backbone of the County's transit network, providing service in highly congested corridors and moving riders at greater speeds. Historically, every time a rail line opens, transit ridership has increased, doubling in that rail corridor. As new rail projects open and the Metro Rail network expands, dedicated funding is needed to operate and maintain the service necessary to serve the expanding mobility needs of the region. During the early years of the draft Plan, when rail expansion has not yet been fully implemented, these revenues can be used to address the rail transit State of Good repair backlog. For example, some of these funds could be used to meet Blue Line repair needs and as well as the needs of other rail lines opened in the 1990s. The 5% allocation is estimated to generate \$5.9 billion during the term of the proposed new sales tax.

Metro State of Good Repair (SGR), Safety Improvements, & Aging Infrastructure - 2% Allocation

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This new category is critical given the aging nature of Metro's system and is closely aligned with safety and security. An emphasis on SGR is necessary to keep the expanding transit system in top form. The fund will help ensure safety, earthquake retrofitting of infrastructure, and minimize breaks in service delivery or unanticipated equipment failures during the course of providing transit service.

Specifically, the combination of older and newer rail systems places increased loads on the older rail infrastructure to service new destinations. To address this, Metro must ensure maintenance of the existing Metro Rail system, which in some corridors is over a quarter century old and does not have a dedicated funding source for its increasing SGR needs. The 2% allocation is estimated to generate \$2.4 billion during the term of the proposed new sales tax.

Transit Operations (20%) and Rail Operations (5%) are eligible to fund state of good repair needs. In addition, Metro is developing an asset management plan that evaluates the age and condition of assets. The draft Expenditure Plan also proposes a provision where Metro Board may, after fiscal year 2039, increase the SGR percentage allocation based on the condition of the transportation assets. These provisions will help mitigate funding needs for state of good repair.

The draft Expenditure Plan also proposes a provision where Metro Board may, after fiscal year 2039, increase the SGR percentage allocation based on the condition of the transportation assets.

## Americans with Disabilities Act (ADA) Paratransit Service for the Disabled; Discounts for Seniors and Students - 2% Allocation

Proposed as a new category of funds, ADA-mandated Paratransit Service is a mobility lifeline for disabled residents. Currently, no dedicated funding for ADA-mandated paratransit exists, yet ADA ridership is expected to more than double in the next decade. The projected growth is due to the aging population of baby boomers and the cuts in federal human services transportation funding. This portion of funding could also include funding for discounting Metro transit passes for students and seniors. The 2% allocation is estimated to generate \$2.4 billion during the term of the proposed new sales tax.

#### Regional Rail - 1% Allocation

The regional rail fund includes a 1% allocation (or \$1.2 billion) as supplementary funding for improvements to regional rail service within Los Angeles County, with service in Antelope Valley as a first priority. Regional rail operations, maintenance, expansion, and State of Good Repair are eligible uses of these funds. The proposed 1% allocation builds upon the existing 3% Measure R commuter rail allocation. Specifically, beginning in FY18, the proposed new fund allocation of 1% for Regional Rail will build upon the existing Measure R 3% allocation for Regional Rail for a combined total of 4% of 4 1/2 cent until 2039. The draft Expenditure Plan also proposes a provision where the Metro Board can, after FY2039, increase the Regional Rail percentage up to an additional 1% based on verifiable service improvements and need. In addition, Metrolink Capital Projects are eligible for Transit System Connectivity funds as outlined in Attachment I.

#### Regional Active Transportation Program (ATP) - 2% Allocation

The Regional Active Transportation program is a multimodal program of regionally significant projects that encourage, promote and facilitate environments that promote walking, bicycling, rolling modes

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and transit use, as part of a robust and integrated countywide transportation system. To support this effort, and in response to stakeholders, Metro has created a 2% portion of the draft Expenditure Plan, which is expected to generate \$17 million annually in the first year and more than \$2.4 billion over the 40-year life of the measure.

Approximately half of the 2% allocated ATP funds would be used to fund Projects that would be consistent with Metro's Active Transportation Strategic Plan. Potentially eligible projects including include Safe Routes to Schools, complete streets improvements, and first/last mile connections with public transit such as bicycle facilities including bike hubs, protected bike lanes connecting the transportation network, and the countywide bike share program. These funds, administered by Metro, will be available for the purposes of implementing the Countywide Active Transportation Network, as identified in Metro's Active Transportation Strategic Plan. Additional information about ATP and Regional ATP eligibility criteria is available in Attachment K. The other half of this 2% allocation will go towards two major LA River Bike Path projects: Complete LA River Bike Path - San Fernando Valley Gap Closure; and LA River Bike Path - Central Connector.

Regional ATP fund allocation can leverage and enhance local investments being made through the Local Return allocation from Proposition A, Proposition C, and Measure R. Over the last six years, \$443.8 million of Local Return funds (Prop A, Prop C, & Measure R) have been spent on Active Transportation. The Local Return of the Potential Ballot Measure is intended to be eligible for municipal ATP projects. Furthermore, subregions have identified active transportation projects as part of their subregional priorities in the Framework Funding Targets (Attachment D). An additional \$2.853 billion (in 2015 dollars) in active transportation projects were selected by the subregions. In total, the amount of funding utilized for ATP is approximately 4.5% or \$5.4 billion, All told approximately 4.5 to 5% of the draft Expenditure Plan funds are projected to be utilized for ATP projects, exclusive of any Local Return Funds used of for ATP projects.

The draft Expenditure Plan assumes that approximately half of the 2% ATP allocation funds two major Los Angeles River projects ATP projects earmarked in the draft Expenditure Plan as well as a portion of the costs of ATP projects submitted by the COGs and included in the draft Expenditure Plan. The 1% or \$1.2 billion Regional ATP fund allocation can leverage and enhance local investments being made through the Local Return allocation from Proposition A, Proposition C, and Measure R. Over the last five years, \$443.8 million of Local Return funds (Prop A, Prop C, & Measure R) have been spent on Active Transportation. The Local Return of the Potential Ballot Measure is intended to be eligible for municipal ATP projects.

#### Administration - 1.5%

Up to one and one-half percent (1.5%) of gross sales tax revenues may be appropriated by to Metro for administrative costs related to the measure. The magnitude of the projects to be delivered through the new Potential Ballot Measure require additional oversight, infrastructure, and other related resources, to ensure a timely and cost effective delivery. Examples of eligible costs are: audits and audit-related functions, development and adoption of criteria, guidelines, rules and regulations, administrative and procedural responsibilities, planning and feasibility studies, compliance monitoring, and other associated costs of administering the measure. In no case shall the gross sales tax revenues appropriated for such costs exceed more than one and one-half percent

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(1.5%) of the gross sales tax revenues in any one year.

#### Recommended 45-Year and 50-Year Plan Considerations

Included in the draft Plan for public comment will be a recommended 45 year plan option and 50 year plan option, to address major capital projects that cannot be fully built in the first 40 years. The 45 year option generates \$6 billion in current dollars (\$23 billion YOE) permits additional long term project needs to be included in the plan and considered for possible acceleration. For example, Crenshaw Line Northern Extension acceleration dollars and the High Desert Multi-Purpose Corridor which could connect Las Vegas and Victorville into the City of Palmdale, taking full advantage of the right-of-way preservation proposed as an early part of the draft Expenditure Plan. The 50 year option generates \$11 billion in current dollars (\$28 billion YOE) and permits additional projects such as, the proposed Eastside Gold Line Extension (2<sup>nd</sup> alignment) and the Purple Line Extension to Bundy. Other visionary projects could be considered in this scenario as well, such as the South Bay Congestion Relief from LAX to Long Beach. If 45-year or 50-year plans are selected, the final projects would be based on Board direction.

#### **Benefits of Draft Expenditure Plan**

The list of major highway and transit improvements included in the draft Expenditure Plan were analyzed using Geographic Information Systems (GIS) and Metro's Travel Demand Model to forecast the estimated mobility, accessibility and quality of life benefits for the package of projects.

The analysis estimated that the proposed major highway and transit projects funded through the draft Expenditure Plan would both ease congestion and improve mobility countywide. The model forecasts a 15 percent reduction in daily person hours of delay for roadway travel while reducing the daily hours of truck delay by 15 percent. Benefits for the transit system include forecasted boardings on high-capacity Metro transit (HRT, LRT and BRT) to increase by about 80 million additional transit boardings per year or 3.2 billion additional riders during the 40 year period. Additionally, this will increase transit mode shares currently at 7% to a projected 20-30%. The number of miles traveled by transit riders each day increases by 2.5 million with the projects included in the draft Expenditure Plan.

The major projects are estimated to improve accessibility by increasing access to high-capacity, fixed guideway transit by 28 percent (to over a million more residents) and access to transit dependent travelers by 42 percent. In addition, the projects are estimated to provide new high-capacity transit access to over 650,000 jobs, a 26% increase of jobs within a half mile of transit stations. The new plan will nearly double the mileage of existing fixed guideway transit. The major projects are estimated to reduce vehicle miles traveled (VMT) by nearly 5 million daily (regionwide), resulting in greenhouse gas (GHG) reductions of four percent.

Additional benefits of the Potential Ballot Measure are acceleration or expansion of existing LRTP projects. In the draft Expenditure Plan, LRTP transit and highway projects are accelerated or expanded as follows. Specifically, the transit projects include: the Westside Purple Line; the West Santa Ana Transit Corridor; the Sepulveda Pass Transit Corridor; Airport Metro Connector Station/Green Line Extension to LAX; and South Bay Green Line Extension to Torrance.

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Additionally, two highway projects that will be accelerated are: the Interstate 5 North Capacity Enhancements (from State Route 14 to Lake Hughes Road); and State Route 71 (from Interstate 10 to Rio Rancho Road).

#### **DETERMINATION OF SAFETY IMPACT**

Releasing the Plan for public comment will not have any adverse safety impacts on employees and patrons.

#### FINANCIAL IMPACT

#### **LRTP Revenue Assumptions**

Metro's Long Range Transportation Program (LRTP) revenue assumptions include both Metro controlled revenues and other local, state, and federal discretionary revenues based upon Metro's historic and/or anticipated success in securing these funds. For the period from FY 2017 to 2040, all Metro controlled and federal New Starts discretionary revenues are assumed to be committed to existing and planned projects in the adopted 2009 LRTP and Measure R program. For the period FY 2041-FY 2057, on-going administration, operations of all transit projects in the adopted 2009 LRTP, and on-going and new Proposition A and Proposition C debt service, at cost growth rates similar to FY 2040, are assumed funded from the continuing sales tax revenues, fare revenues, State Transit Assistance funds, Federal transit formula funds, Federal Regional Surface Transportation Program formula, and other funds.

A successful ballot measure will improve Metro's ability proved expanded service, or at least to avoid funding related service cuts in the event of an economic downturn. This service reliability feature of the Potential Ballot Measure is extremely important to the transit dependent, who rely on Metro and do not have alternative means of transportation.

#### **New Metro Controlled LRTP Revenues**

Metro-controlled LRTP revenues are assumed to continue past the 2009 LRTP horizon of FY 2040. These revenues include Proposition A, Proposition C, and Transportation Development Act sales taxes; fare revenues; State Transit Assistance formula funds; State Transportation Improvement Program formula funds; Federal highway formula funds; and Federal transit formula funds. Growth rates assumed are modest for sales tax revenues and minimal for State and Federal funds. Fare revenue growth and cost controls are is assumed to maintain a 33% fare recovery ratio. The schedules shown in Attachment A assume a reasonable level of borrowing (bonds) that will be modeled during the public review period and presented to the Metro Board of Directors as part of the final staff recommendation.

Cash and bond revenues available for new transit and highway capital projects and state of good repair are forecasted at \$23.5 15.4 billion for FY 2041-FY 2057 in year of expenditure dollars. IN 2015 dollars, this represents a value of approximately \$5.6 billion. This \$23.5 15.4 billion averages about \$900 million \$1.38 billion per year and consists of \$8.7 5.6 billion in Proposition C discretionary funds, \$8.2 5.6 billion in new Proposition C 25% transit-related highway funds bonds, \$4.0 billion 1.47

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billion in new Proposition A 35% rail bonds funds, \$1.6 billion in regional State Regional Improvement Program formula funds, and \$1.0 billion in regional Federal Congestion Mitigation and Air Quality (CMAQ) formula funds. Annual details are found in Attachment L below. As was done for Measure R, local agency contribution revenues of 3% of costs are assumed to help fund the package of new major transit projects. Attachment L shows these revenue assumptions.

For the 11-year period of FY 2047-FY 2057, about \$400 million per year of Proposition A 35% bonding is assumed with debt service equaling about 20% of those sales tax revenues annually. For the entire 17-year period of FY 2041-FY 2057, an average of \$482 million per year of Proposition C 25% bonding is assumed with debt service equaling about 82% of those sales tax revenues annually.

#### **New Discretionary Revenue Assumptions**

The major new discretionary revenue assumptions over the 40-year Expenditure Plan period include State Cap-and-Trade, Federal New Starts (FY 2041-FY 2057), and Federal freight funds. Based on historic success in securing Federal New Starts funds, revenues of \$200 million per year for the period FY 2041-FY 2057, totaling \$3.4 billion, are also assumed to be available for new major transit capital projects. We assume that the New Starts funds would fund up to the maximum, which is 50% of a project's cost.

The State's Cap-and-Trade Program, which provides for the auction of emission allowances purchased by greenhouse gas emitters and deposits the proceeds in the Greenhouse Gas Reduction Fund (GGRF) for expenditure on greenhouse gas reducing projects, presents a significant opportunity to fund and accelerate the planned expansion of the public transit system in Los Angeles County as well as complementary Transit Oriented Communities (TOC) development, first/last mile connections, and goods movement enhancements.

In addition to non-capital project needs, a contingency strategy will be needed to handle fluctuations in project costs and revenue forecasts that will arise over a four decade planning horizon. A reliable strategy to make allowances for variations in revenue and cost uncertainties, contingencies, escalation and assumptions in debt service costs will be developed within the recommended sequencing plan and then incorporated as necessary in the recommended Expenditure Plan to support the potential ballot measure and LRTP update.

#### Innovative Finance

Metro will make every effort to accelerate, improve, and reduce the costs of projects that have the potential to be delivered using innovative financing strategies. Innovative finance includes the ability infuse private sector dollars into projects. This can work under a revenue-risk model, where the private sector return on investment is contingent on tolls, or an availability payment model where the return is based on scheduled payments and performance. Either way, a private sector financing role can substantially reduce our risk on major construction projects. Private sector financing is only appropriate under certain circumstances, but it can also be a way to bring innovation to a construction project by giving the contractor, designer, and operator a financial stake in the outcome. Our unsolicited proposal policy seeks to advance this idea by enabling the private sector to indicate where they might be able to add value. Under the new policy, private sector construction and finance

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interests may see projects in the LRTP where they can play an effective role, and submit a proposal that could accelerate the timeline for these projects.

#### Impact to Budget

The recommendation will have no impact on the FY 2016 Budget as the necessary expenditures have already been included in the FY 2016 Budget.

#### **ALTERNATIVES CONSIDERED**

The Metro Board of Directors could suspend further public review of the draft Expenditure Plan or ask staff to return with an alternate program of projects. We do not recommend delaying this effort as there will not be ample time to seek public review and make any necessary revisions to the plan in order to meet the schedule if the Metro Board of Directors decide to pursue a potential ballot measure this year. Returning to the Metro Board of Directors at a later date with a draft Expenditure Plan compromises the schedule necessary to seek public review, finalize the Expenditure Plan and submit the potential ballot measure to the County Registrar for placement on the November 2016 ballot.

#### **NEXT STEPS**

Though staff proposes a final decision by the Metro Board of Directors on whether to support the agendizing of a November 2016 Ballot Measure in June 2016, the Metro Board must make a go/no go decision no later than the regularly scheduled meeting in July 2016 in order to ensure placement on the November 2016 ballot. The next steps in the LRTP and potential ballot measure framework are as follows:

#### **Draft Ordinance Outline**

The draft ordinance outline is shown in Attachment M. Several key issues need to be defined in the ordinance going forward including formal use of revenue definitions, maintenance of effort requirements, and oversight provisions. The use of revenue definitions will put in place restrictions on each part of the proposed Expenditure Plan sub-funds, like local return, transit capital, highway capital, state-of-good repair, regional rail, transit operating, rail operating, and paratransit categories. Maintenance of effort requirements are clearly defined in Proposition A, Proposition C, and Measure R, and are anticipated to be included in this potential ballot measure.

#### **Taxpayers Oversight**

Metro will incorporate strong accountability requirements to ensure funds are spent in accordance with the authorizing legislation. Past research conducted on sales tax measures have repeatedly found that residents want such requirements embedded in tax measures. Staff is developing oversight provisions that will be governed by the proposed measure ordinance and subsequent guidelines after reviewing accountability requirements from other transportation measures in California. Evaluating various approaches compared to the Measure R accountability effort provides Metro with an opportunity to build upon the agency's current oversight programs to ensure adequate oversight.

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The Measure R Taxpayer Oversight provisions are implemented through a committee comprised of three retired state or federal judges. The Committee meets twice a year to review an independent audit of Measure R revenues and expenditures, including local return, and makes recommendations on proposed ordinance amendments and debt financing. The judges also consult with an advisory panel consisting of representatives from six transportation industry expertise areas. Staff plans to build on the solid foundation of the Measure R oversight provisions, which have received positive feedback, while proposing additional oversight responsibilities. These would include review of the budget and expenditures of each program funded by the proposed tax measure and an analysis of program spending consistent with the ordinance and expenditure plan. This review will also include an analysis of reasonableness of project cost, capital project cost increases, and effectiveness and efficiency of the program. Staff will also propose that the committee meet with the advisory panel on a quarterly basis.

#### **Public Input and Outreach Process Summary**

Upon release of the draft Expenditure Plan by the Metro Board, the roadmap to educate the public about the draft Expenditure Plan and provide opportunities for public input will occur through three main sectors of the community: Key Stakeholder Engagement, Public Engagement, and Media Engagement. The process will include elected officials' and key stakeholders' briefings; community meetings; a virtual community meeting; telephone town hall meetings; community group presentations; media briefings; online/digital engagement; and opportunities to provide comments through Metro website and social media channels. The input will be compiled and presented to the Board of Directors as another tool to assist the Board in its decision about whether to pursue a sales tax measure in November. See Attachment N for the whole plan.

#### **Upcoming Public Opinion Research**

A final round of research will be conducted in Spring 2016. Several focus groups will be held to ensure that information being developed to describe the draft Expenditure Plan and LRTP update is understood clearly. A public opinion survey will then be conducted as follow-up to the survey conducted in March 2015 to identify the current level of support for the proposed ballot measure. This information can be used to assist the Board in determining whether support is strong enough to warrant placing a measure on the November 2016 ballot.

#### **ATTACHMENTS**

Attachment A - Draft Expenditure Plan

Attachment B - Working Assumptions Framework

Attachment C - Performance Metrics Framework for Major Projects

Attachment D - Subregional Stakeholder Project Priorities

Attachment E - Comparison of Draft Expenditure Plan with Sub-Regional Planning Area Input and Cost Information

Attachment F - Performance Analysis Results: Modeled Projects

Attachment G - Performance Analysis Results: Non-modeled Attachment D Projects

Attachment H - Project Descriptions

Attachment I - Systemwide Connectivity for Passengers and Goods

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Attachment J - Operations and Other Programs

Attachment K - Regional Active Transportation Program

Attachment L - Revenue Assumptions/Updates from December 2015

Attachment M - Draft Ordinance Outline

Attachment N - Public Outreach Process

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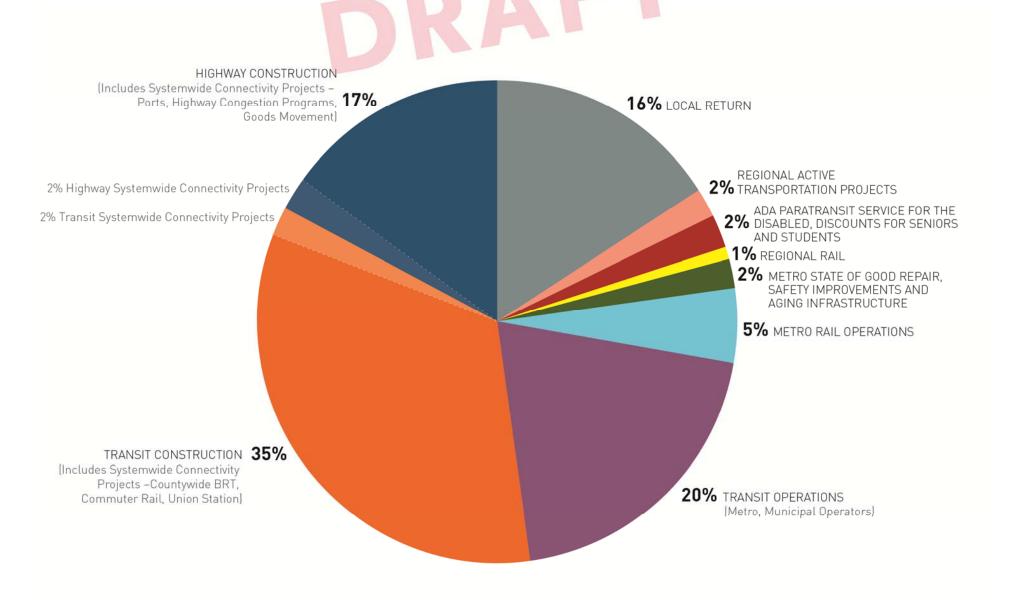
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#### Attachment A

# Potential Ballot Measure Expenditure Plan



# **Proposed One-Half Cent Sales Tax for Transportation Outline of Expenditure Categories**

ATTACHMENT A DRAFT

40-Years: Fiscal Year (FY ) 2018 - 2057, Escalated Dollars

(millions)

Subfund	Program	% of Sales Tax (net of Admin)	١	First Year nount	First 15 Year Period	cond 15 Year Period	inal 10 Year Period		I0-Year .mount*
Local Return	Local Return (Local Projects and Transit Services)	16%	\$	136	\$ 2,610	\$ 7,480	\$ 9,090	\$	19,180
Highway, Active Transportation,	Highway Construction (includes 2% System Asset Projects - Ports Highway Congestion Programs, Goods Movement)	17%	\$	144	\$ 3,420	\$ 8,100	\$ 8,810	\$	20,400
Complete Streets (Capital)	Metro Active Transportation Program (Bicycle, Pedestrian, Complete Streets)	2%	\$	17	\$ 470	\$ 940	\$ 980	\$	2,400
Transit, First/Last Mile	Transit Construction (Includes 2% System Asset Projects - Airports and Transit Stations)	35%	\$	296	\$ 12,140	\$ 10,096	\$ 19,665	5 \$	41,900
(Capital)	Metro State of Good Repair	2%	\$	17	\$ 350	\$ 910	\$ 1,140	\$	2,400
	Metro Rail Operations	5%	\$	42	\$ 820	\$ 2,300	\$ 2,860	\$	5,980
Transit	Transit Operations (Metro & Municipal Providers)	20%	\$	169	\$ 3,270	\$ 9,340	\$ 11,380	\$	23,990
Operating & Maintenance	ADA Paratransit for the disabled; Metro discounts for seniors and students	2%	\$	17	\$ 350	\$ 960	\$ 1,090	\$	2,400
	Regional Rail	1%	\$	8	\$ 180	\$ 460	\$ 560	\$	1,200
	TOTAL PROGRAMS		\$	847	\$ 23,610	\$ 40,586	\$ 55,575	\$	119,850
	1.5% for Administration	1.50%	\$	13	\$ 354	\$ 609	\$ 834	\$	1,800
	GRAND TOTAL		\$	860	\$ 23,964	\$ 41,195	\$ 56.409	\$	121.650

<sup>\*</sup> All totals are rounded; numbers presented in this document may not always add up to the totals provided.

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# DRAFT Potential Ballot Measure Expenditure Plan for Public Review

## ATTACHMENT A

Groundbreaking Sequence (Exceptions Noted)

(2015 \$ in thousands)

nly			• •	ate Schedule of s Available	*"	2016 - 2057	DDM	Martin
For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Ground- breaking Start Date	Expected Completion	Subregion*	LRTP / Other Funding 2015\$	PBM funding 2015\$	Most Recent Cost Estimate 2015\$**
	All Major Projects Included in the Potential Ballot Measure			1 <sup>st</sup> yr of Range				
1	Airport Metro Connect 96th St. Station/Green Line Ext LAX ®		2018	2024	SC	\$233,984	\$337,716	\$581,000
2	Westside Purple Line Extension Section 3 ®	b	2018	2024	w	\$986,139	\$994,251	\$1,980,390
3	High Desert Corridor (HDC) Right-of-Way ®		2019	2021	nc	\$100,000	\$170,000	\$270,000
4	I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd) ®		2019	2023	nc	\$544,080	\$240.000	\$784.080
5	Gold Line Foothill Extension to Claremont ®	С	2019	2025	sg	\$78,000	\$1,019,000	\$1,097,000
6	BRT Connector Orange/Red Line to Gold Line	Ť	2020	2022	av	\$0	\$133,500	\$133,500
7	BRT Connector Orange/Red Line to Gold Line		2020	2022	sf	\$0 \$0	\$133,500	\$133,500
8	East SF Valley Transit Corridor Project ®	d	2021	2027	sf	\$520,500	\$810,500	\$1,331,000
9	Crenshaw/LAX Track Enhancement Project	e	2022	2024	SC.	\$0	\$48,154	\$48,154
10	SR-71 Gap from I-10 to Mission Blvd.	Ŭ	2022	2026	sg	\$80.057	\$26,443	\$110.000
11	SR-71 Gap from Mission Blvd. to Rio Rancho Rd.		2022	2026	sg	\$165,000	Ψ20,++0	\$165,000
12	LA River Waterway & System Bikepath		2023	2025	cc	\$0	\$365,000	\$365,000
13	Complete LA River Bikepath		2023	2025	sf	\$0 \$0	\$60,000	\$60.000
14	· ·	b,d		2029	gc	\$500,000	\$535,000	\$1,035,000
15	Sepulveda Pass Transit Corridor (Ph 1) ®	b,u b,f		2026	sf	\$000,000 \$0	\$130,000	\$130,000
16	Sepulveda Pass Transit Corridor (Ph 1) ®	b.f		2026	w	\$0 \$0	\$130,000	\$130,000
17	Vermont Transit Corridor	υ,ι	2024	2028	CC	\$400,000	\$25,000	\$425,000
18	Orange Line BRT Improvements		2024	2028	sf	\$400,000 \$0	\$286,000	\$286,000
19	SR-57/SR-60 Interchange Improvements	d		2020	sg	\$565,000	\$205,000	\$770,000
20	• .	d,h		2032	gc	\$150,000	\$250,000	\$400,000
21	I-105 Express Lane from I-405 to I-605	u,II	2020	2029	sb	\$130,000 \$0	\$175,000	
22	Sepulveda Pass Transit Corridor (Ph 2) ®	b,f		2033	sf	\$1,567,000	\$1,270,000	
23	Sepulveda Pass Transit Corridor (Ph 2) ®	b,i		2033	W	\$1,567,000 \$1,567,000	\$1,270,000	\$2,837,000
	Gold Line Eastside Extension (One Alignment) ®	d,i		2035		\$1,367,000	\$543,000	\$1,500,000
24	Gold Line Eastside Extension (One Alignment) ®	d	2029	2035	gc	\$957,000 \$957,000	\$543,000	\$1,500,000
25	,			2035	sg sb	\$957,000 \$153,500	\$737,500	\$891,000
26	I-710 South Corridor Project (Ph 2) ®	d,g h	2031	2033	•	\$658,500	\$250,000	\$908,500
27	West Santa Ana Transit Corridor LRT Ph 2 ®	"	2032	2047	gc	\$982,500	\$500,000	\$1,482,500
28	West Santa Ana Transit Comdor LRT Ph 2 ®  West Santa Ana Transit Corridor LRT Ph 2 ®		2036 2038	2047 2047	gc	\$1,082,500	\$400,000	\$1,482,500
29	I-5 Corridor Improvements (I-605 to I-710)		2036	2047 2047	CC	\$1,082,300 \$46,060	\$1,059,000	\$1,482,300
30	I-405/I-110 Int. HOV Connect Ramps & Intrchng Improv ®		2041	2044	gc sb	\$40,000 \$0	\$250,000	\$250,000
31	I-405/I-110 Int. HOV Connect Ramps & Intering Improv ®		2042 2043	2044 2047		\$472,400	\$250,000	\$598,400
32	SR 60/I-605 Interchange HOV Direct Connectors		2043	2047 2047	sg	\$360,600	\$120,000	\$490,600
33	I-110 Express Lane Ext South to I-405/I-110 Interchange		2043 2044	2047	sg sb	\$228,500	\$130,000	\$280,000
34 35	I-110 Express Lane Ext South to 1-405/1-110 Interchange		2044 2045	2046 2047	sb	\$226,500 \$250,840	\$1,500 \$150,000	• ' '
36	Sepulveda Pass Westwood to LAX (Ph 3) Crenshaw Northern Extension	,	2048 2049	2057 2055	sc	\$3,800,000	\$65,000	\$3,865,000
37		!			CC	\$495,000	\$1,185,000	\$1,680,000
38	Crenshaw Northern Extension	1	2049	2055	W	\$0	\$560,000	\$560,000
39	Lincoln Blvd BRT		2050	2054	W	\$0 \$1,067,000	\$102,000	\$102,000
40	Orange Line Conversion to Light Rail		2051	2057	sf	\$1,067,000	\$362,000	\$1,429,000
42	Green Line Eastern Extension (Norwalk)		2051	2057	SC	\$770,000	\$0	\$770,000
42	City of San Fernando Bike Master Plan		2052	2054	sf	\$0	\$5,000	\$5,000
43	Historic Downtown Streetcar	_	2053	2057	cc	\$0	\$200,000	\$200,000
44	All Major Projects Included in the Potential Ballot Measure	Su	ototal			\$19,738,160	\$15,833,064	\$35,584,024

Footnotes on following page.

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# DRAFT Potential Ballot Measure Expenditure Plan for Public Review

Groundbreaking Sequence (Exceptions Noted)

(2015 \$ in thousands)

		Approximate Schedule of		٠				
Only			Funds	s Available	on	2016 - 2057	РВМ	Most Recent
For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Ground- breaking Start Date	Expected Completion Date (3 year range)	Subregion*	LRTP / Other Funding 2015\$	funding 2015\$	Cost Estimate 2015\$**
45	Multi-Year Subregional Programs							
46	Metro Active Transport, Transit 1st/Last Mile Program		2018	2057	sc	\$0	\$600,000	\$600,000
47	Visionary Project Seed Funding		2018	2057	sc	\$0	\$20,000	\$20,000
48	Street Car and Circulator Projects	k	2018	2022	sc	\$0	\$35,000	\$35,000
49	Active Transportation 1st/Last Mile Connections Prog.		2018	2057	W	\$0	\$361,000	\$361,000
50	Active Transportation Program		2018	2057	nc	\$0	\$264,000	\$264,000
51	Active Transportation Program		2018	2057	gc	\$0	TBD	TBD
52	Active Transportation Program (Including Greenway Proj.)		2018	2057	sg	\$0	\$231,000	\$231,000
53	Active Transportation, 1st/Last Mile, & Mobility Hubs		2018	2057	cc	\$0	\$215,000	\$215,000
54	Active Transportation, Transit, and Tech. Program		2018	2057	lvm		\$32,000	\$32,000
55	Highway Efficiency Program		2018	2057	lvm	\$0	\$133,000	\$133,000
56	Bus System Improvement Program		2018	2057	sg	\$0	\$55,000	\$55,000
57	First/Last Mile and Complete Streets		2018	2057	sg	\$0	\$198,000	\$198,000
58	Highway Demand Based Prog. (HOV Ext. & Connect.)		2018	2057	sg	\$0	\$231,000	\$231,000
59	I-605 Corridor "Hot Spot" Interchange Improvements ®		2018	2057	gc	\$240,000	\$1,000,000	\$1,240,000
60	Modal Connectivity and Complete Streets Projects		2018	2057	av	. \$0	\$202,000	\$202,000
61	South Bay Highway Operational Improvements		2018	2057	sb	\$600,000	\$500,000	\$1,100,000
62	Transit Program		2018	2057	nc	\$500,000	\$88,000	\$588,000
63	Transit Projects		2018	2057	av	\$0	\$257,100	\$257,100
64	Transportation System and Mobility Improve. Program		2018	2057	sb	\$0	\$350,000	\$350,000
65	Countywide BRT Projects Ph 1 (All Subregions)	ı	2020	2022	sc	\$0	\$50,000	\$50,000
66	Countywide BRT Projects Ph 2 (All Subregions)	ı		2032	sc	\$0	\$50,000	\$50,000
67	Active Transportation Projects		2033	2057	av	\$0	\$136,500	\$136,500
68	Los Angeles Safe Routes to School Initiative		2033	2057	cc	\$0	\$250,000	\$250,000
69	Multimodal Connectivity Program		2033	2057	nc	\$0	\$239,000	\$239,000
70	Countywide BRT Projects Ph 3 (All Subregions)	ı	2040	2042	sc	\$0	\$50,000	\$50,000
71	Arterial Program		2048	2057	nc	\$0	\$726,130	\$726,130
72	BRT and 1st/Last Mile Solutions e.g. DASH		2048	2057	cc	\$0	\$250,000	\$250,000
73	Freeway Interchange and Operational Improvements		2048	2057	cc	\$0	\$195,000	\$195,000
74	Goods Movement (Improvements & RR Xing Elim.)		2048	2057	sg	\$0	\$33,000	\$33,000
75	Goods Movement Program		2048	2057	nc	\$0	\$104,000	\$104,000
76	Goods Movement Projects		2048 2048	2057	av	\$0 \$0	\$81,700	\$81,700
77	Highway Efficiency Program Highway Efficiency Program		2048 2048	2057 2057	nc	\$0 \$0	\$128,870 \$534,000	\$128,870
78	Highway Efficiency, Noise Mitig. and Arterial Projects		2048	2057	sg av	\$0 \$0	\$602,800	\$534,000 \$602,800
79 80	ITS/Technology Program (Advanced Signal Tech.)		2048	2057	Ē	\$0 \$0	\$66,000	\$66,000
81	LA Streetscape Enhance. & Great Streets Program		2048	2057	sg cc	\$0 \$0	\$450,000	\$450,000
	Modal Connectivity Program		2048	2057	lvm	\$0 \$0	\$68,000	\$68,000
82 83	Public Transit State of Good Repair Program		2048	2057	CC	\$0 \$0	\$402,000	\$402,000
	Traffic Congestion Relief and Improvement Program		2048	2057	lvm	\$0 \$0	\$63,000	\$63,000
84	Traffic Congestion Relief/Signal Synchronization		2048	2057	CC	\$0 \$0	\$50,000	\$50,000
85	Arroyo Verdugo Projects to be Determined		2046 2048	2057	av	\$0 \$0	\$217,400	\$217,400
86	Countywide BRT Projects Ph 4 (All Subregions)	1	2046 2050	2057	sc	\$0 \$0	\$217,400	\$100,000
87	Countywide BRT Projects Ph 5 (All Subregions)			2062	SC	\$0 \$0	\$100,000	\$100,000
88 89	Multi-Year Subregional Programs Subtotal	<del> </del>	2000	2002	3C	\$1,340,000		\$11,059,500
	GRAND TOTAL						\$25,552,564	\$46,643,524
90	GNAND IOIAL					<b>Ψ∠1,0/0,10</b> 0	φ <b>2</b> 0,00 <b>2</b> ,004	\$40,043,3 <b>2</b> 4

- a. Interface station to LAX sponsored Automated People Mover includes an extended Green Line Terminus and a consolidated bus interface for 13 Metro and Municipal bus lines. Bicycle, passenger, and other amenities are also included. Funding does not include prior year costs.
- b. Project acceleration based on high performance.
- c. Identified as a priority per the Metro Board Motion in October 2009.
- d. Project funded on LRTP schedule, per Dec. 2015 Board Policy.
- e. Federally-approved environmental document requires these enhancements when funds become available.
- f. Sepulveda Pass Ph. 1 from Orange Line/Van Nuys to Westwood. Includes early delivery of highway ExpressLane/Busway.
- g. Green Line to Redondo (initial phase) is funded from 2029 to 2036 in the LRTP. This initial Phase costs are not shown in the table above. h. I-710 So. Project assumes an additional \$2.8 billion in goods movement fees; not shown here with the cost or revenues for the project.
- i. While these Council of Government descriptions vary, both are included in the "Crenshaw Northern Extension Project".
- j. Intial phases funded in performance order, second phase funded later.
- k. Lump sum would be provided in the first 5 years for initial capital costs only. Project sponsors responsible for ongoing operations & maintenance.
- I. Acceleration of Lincoln BRT project eligible as Countywide BRT Program. Any funds freed up from accelerations returns to Countywide BRT Program.

\* Subregion Abbreviations:

sc = System Connectivity Projects av = Arroyo Verdugo

lvm = Las Virgenes Malibu

cc = Central City Area

sg = San Gabriel Valley

nc = North County sb = South Bay w = Westside gc = Gateway Cities sf = San Fernando Valley ® Indicates Measure R-related Projects

DRAFT Proposed One-Half Cent Sales Tax for Transportation: Expenditure Plan 40 Years, Fiscal Year (FY) 2017 - 2057

(\$ in thousands)

for reference only - not priority order	Sub- fund	Potential Project in Alphabetical Order by Category (project definition depends on final environmental process)	Subregion	Cost Estimate in Year of Expenditure	Cost Estimate	Potential Ballot Measure Funding FY 2015\$	Other Funding (LRTP) FY15\$	Ground- Breaking Start Date	Expected Ribbon Cutting
refer pric				Escalated \$	2015\$				1 <sup>st</sup> 3 <sup>rd</sup> Year Year
for		Highway Projects: Including Express Lanes, HOV Connector	rs, I	lighway Interch	anges and Ma	jor Street Pro	grams		,
1		Arterial Program	nc	\$1,949,393	\$726,130	\$726,130	\$0	2048	10 Year Program
2		Crenshaw/LAX Track Enhancement Project	sc	\$54,213	\$48,154	\$48,154	\$0	2022	2024 - 2026
3		First/Last Mile and Complete Streets	sg	\$390,821	\$198,000	\$198,000	\$0	2018	40 Year Program
4		Freeway Interchange and Operational Improvements	СС	\$523,503	\$195,000	\$195,000	\$0	2048	10 Year Program
5		High Desert Corridor (HDC) Right-of-Way ®	nc	\$278,173	\$270,000	\$170,000	\$100,000	2019	2021 - 2023
6		Highway Demand Based Prog. (HOV Ext. & Connect.)	sg	\$455,958	\$231,000	\$231,000	\$0	2018	40 Year Program
7		Highway Efficiency Program	nc	\$345,969	\$128,870	\$128,870	\$0	2048	10 Year Program
8		Highway Efficiency Program	sg	\$1,433,594	\$534,000	\$534,000	\$0	2048	10 Year Program
9		Highway Efficiency Program	lvm	\$262,521	\$133,000	\$133,000	\$0	2018	40 Year Program
10		Highway Efficiency, Noise Mitig. and Arterial Projects	av	\$1,618,297	\$602,800	\$602,800	\$0	2048	40 Year Program
11		I-105 Express Lane from I-405 to I-605	sb	\$228,395	\$175,000	\$175,000	\$0	2027	2029 - 2031
12		I-110 Express Lane Ext South to I-405/I-110 Interchange	sb	\$604,004	\$280,000	\$51,500	\$228,500	2044	2046 - 2048
13	S	I-405 South Bay Curve Improvements	sb	\$890,615	\$400,840	\$150,000	\$250,840	2045	2047 - 2049
14	Projects	I-405/I-110 Int. HOV Connect Ramps & Intrchng Improv ®	sb	\$508,332	\$250,000	\$250,000	\$0	2042	2044 - 2046
15	Pro	I-5 Corridor Improvements (I-605 to I-710)	gc	\$2,374,316	\$1,105,060	\$1,059,000	\$46,060	2041	2047 - 2049
16	Capital	I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd) ®	nc	\$839,762	\$784,080	\$240,000	\$544,080	2019	2023 - 2025
17	Sa	I-605 Corridor "Hot Spot" Interchange Improvements ®	gc	\$2,447,568	\$1,240,000	\$1,000,000	\$240,000	2018	40 Year Program
18	Highway	I-605/I-10 Interchange	sg	\$1,302,809	\$598,400	\$126,000	\$472,400	2043	2047 - 2049
19	ligh	I-710 South Corridor Project (Ph 1) ®	gc	\$551,638	\$400,000	\$250,000	\$150,000	2026	2032 - 2034
20		I-710 South Corridor Project (Ph 2) ®	gc	\$1,519,897	\$908,500	\$250,000	\$658,500	2032	2041 - 2043
21		ITS/Technology Program (Advanced Signal Tech.)	sg	\$177,186	\$66,000	\$66,000	\$0	2048	10 Year Program
22		LA Streetscape Enhance. & Great Streets Program	СС	\$1,208,085	\$450,000	\$450,000	\$0	2048	10 Year Program
23		Modal Connectivity and Complete Streets Projects	av	\$398,717	\$202,000	\$202,000	\$0	2018	40 Year Program
24		Modal Connectivity Program	lvm	\$190,179	\$68,000	\$68,000	\$0	2048	10 Year Program
25		South Bay Highway Operational Improvements	sb	\$2,171,229	\$1,100,000	\$500,000	\$600,000	2018	40 Year Program
26		SR 60/I-605 Interchange HOV Direct Connectors	sg	\$1,068,112	\$490,600	\$130,000	\$360,600	2043	2047 - 2049
27		SR-57/SR-60 Interchange Improvements	sg	\$1,030,974	\$770,000	\$205,000	\$565,000	2025	2031 - 2033
28		SR-71 Gap from I-10 to Mission Blvd.	sg	\$93,693	\$110,000	\$26,443	\$83,557	2022	2026 - 2028
29		SR-71 Gap from Mission Blvd. to Rio Rancho Rd.	sg	\$295,897	\$165,000	\$0	\$165,000	2022	2026 - 2028
30		Traffic Congestion Relief and Improvement Program	lvm	\$169,132	\$63,000	\$63,000	\$0	2048	10 Year Program
31		Traffic Congestion Relief/Signal Synchronization	СС	\$134,232	\$50,000	\$50,000	\$0	2048	10 Year Program
32		Arroyo Verdugo Projects to be Determined	av	\$583,639	\$217,400	\$217,400	\$0	2048	10 Year Program
	Subt	otal Highway Capital Projects:		\$26,100,856	\$12,960,834	\$8,496,297	\$4,464,537		

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Proposed One-Half Cent Sales Tax for Transportation: Expenditure Plan 40 Years, Fiscal Year (FY) 2017 - 2057

(\$ in thousands)

**Potential** for reference only - not Other Subregion Potential Project in Alphabetical Order by Category Cost Estimate Ballot Ground-Cost Funding Expected (project definition depends on final environmental in Year of Measure Breaking (LRTP) Ribbon Cutting fund **Estimate** Expenditure Start Date **Funding** process) FY15\$ FY 2015\$ 3<sup>rd</sup> **Escalated \$** 2015\$ Transit Projects: New Rail and/or Bus Rapid Transit Capital Projects. Airport Metro Connect 96th St. Station/Green Line Ext LAX ® \$634,582 \$581,000 \$337,716 \$243,284 2018 2024 - 2026 33 BRT and 1st/Last Mile Solutions e.g. DASH \$250,000 \$250,000 2048 10 Year Program 34 СС \$699,189 \$0 35 BRT Connector Orange/Red Line to Gold Line av \$141.67 \$133.500 \$133.500 \$0 2020 2022 - 2024 36 BRT Connector Orange/Red Line to Gold Line sf \$141,671 \$133,500 \$133,500 \$0 2020 2022 - 2024 Bus System Improvement Program \$0 2018 40 Year Program \$108,561 \$55,000 \$55,000 37 sg 38 Countywide BRT Projects Ph 1 (All Subregions) sc \$53,060 \$50,000 \$50,000 \$0 2020 2022 - 2024 Countywide BRT Projects Ph 2 (All Subregions) sc \$71,309 \$50,000 \$50,000 \$0 2030 2032 - 2034 39 \$0 Countywide BRT Projects Ph 3 (All Subregions) \$50,000 2042 - 2044 40 SC \$95.833 \$50,000 2040 41 Countywide BRT Projects Ph 4 (All Subregions) sc \$257,583 \$100,000 \$100,000 \$0 2050 2052 2054 \$100,000 Countywide BRT Projects Ph 5 (All Subregions) \$346,170 \$100,000 \$0 2060 2062 2064 42 sc Crenshaw Northern Extension \$1,527,532 \$560,000 \$560,000 \$0 2049 2055 - 2057 w 43 Crenshaw Northern Extension СС \$4,582,596 \$1,680,000 \$1,185,000 \$495,000 2049 2055 2057 44 East SF Valley Transit Corridor Project ® sf \$1,586,858 \$1,331,000 \$810,500 \$520,500 2021 2027 -2029 45 Gold Line Eastside Extension (One Alignment) ® \$957,000 2029 2035 - 2037 46 gc \$2,265,421 \$1,500,000 \$543,000 47 Gold Line Eastside Extension (One Alignment) ® \$2,265,421 \$1,500,000 \$543,000 \$957,000 2029 2035 2037 sg Goods Movement (Improvements & RR Xing Elim.) \$33,000 \$33,000 2048 \$92,293 \$0 10 Year Program 48 sg 49 Goods Movement Program nc \$290,863 \$104,000 \$104,000 \$0 2048 10 Year Program 50 Goods Movement Projects av \$228,495 \$81,700 \$81,700 \$0 2048 10 Year Program Green Line Eastern Extension (Norwalk) \$2,228,268 \$770,000 \$0 \$770,000 2051 2057 - 2059 SC 51 Proje sb 52 Green Line Extension to Crenshaw Blvd in Torrance ® \$1,366,445 \$891,000 \$737,500 \$153,500 2031 2035 - 2037 53 Historic Downtown Streetcar СС \$587,710 \$200,000 \$200,000 \$0 2053 2057 -2059 54 Lincoln Blvd BRT w \$274,298 \$102,000 \$102,000 \$0 2050 2054 - 2056 Gold Line Foothill Extension to Claremont ® \$1,145,143 \$1,097,000 \$1,019,000 \$78,000 2019 2025 - 2027 55 sg 25 Year Program Multimodal Connectivity Program \$239,000 \$0 56 nc \$527,214 \$239,000 2033 57 Orange Line BRT Improvements sf \$356,632 \$286,000 \$286,000 \$0 2024 2028 - 2030 58 Orange Line Conversion to Light Rail sf \$4,135,318 \$1,429,000 \$362,000 \$1,067,000 2051 2057 - 2059 Public Transit State of Good Repair Program \$1,124,296 \$402,000 \$402,000 \$0 2048 10 Year Program 59 СС 60 Sepulveda Pass Transit Corridor (Ph 1) ® sf \$155,272 \$130,000 \$130,000 \$0 2024 2026 - 2028 Sepulveda Pass Transit Corridor (Ph 1) ® \$130,000 \$130,000 \$0 2024 61 W \$155,272 2026 - 2028 Sepulveda Pass Transit Corridor (Ph 2) ® sf \$4,058,470 2024 2033 - 2035 62 \$2.837.000 \$1,270,000 \$1.567,000 63 Sepulveda Pass Transit Corridor (Ph 2) ® w \$4,058,470 \$2,837,000 \$1,270,000 \$1,567,000 2024 2033 -2035 Sepulveda Pass Westwood to LAX (Ph 3) \$10,627,675 \$3,865,000 \$65,000 \$3,800,000 2048 2057 -2059 64 sc Street Car and Circulator Projects 65 sc \$36,602 \$35,000 \$35,000 \$0 2018 2022 - 2024 \$588,000 \$500,000 66 Transit Program nc \$1.160.621 \$88,000 2018 40 Year Program \$507,476 \$257,100 \$257,100 \$0 2018 67 Transit Projects av 40 Year Program Transportation System and Mobility Improve. Program sb \$690,846 \$350,000 \$350,000 \$0 2018 40 Year Program 68 69 Vermont Transit Corridor СС \$529,960 \$425,000 \$25,000 \$400,000 2024 2028 - 2030 \$20,000 \$0 2018 40 Year Program Visionary Project Seed Funding \$39.477 \$20,000 70 SC 71 West Santa Ana Transit Corridor LRT Ph 1 ® gc \$1,309,106 \$1,035,000 \$535,000 \$500,000 2023 2029 - 2031 72 West Santa Ana Transit Corridor LRT Ph 2 ® gc \$3,085,156 \$1,482,500 \$500,000 \$982,500 2038 2047 - 2049 West Santa Ana Transit Corridor LRT Ph 2 ® \$1,082,500 73 СС \$3,085,156 \$1,482,500 \$400,000 2038 2047 2049 74 Westside Purple Line Extension Section 3 ® \$1,756,63 \$1,980,390 \$994,251 \$986,139 2018 2024 2026 w \$2,328,000 \$58,390,630 **Subtotal Transit Capital:** \$31,163,190 \$14,536,767 \$16,626,423 \$58,961,992

CC Meeting Agenda

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ATTACHMENT A

DRAFT
Proposed One-Half Cent Sales Tax for Transportation: Expenditure Plan
40 Years, Fiscal Year (FY) 2017 - 2057

(\$ in thousands)

for reference only - not	Sub-	Potential Project in Alphabetical Order by Category (project definition depends on final environmental process)	Subregion	Cost Estimate in Year of Expenditure	Cost Estimate	Potential Ballot Measure Funding FY 2015\$	Other Funding (LRTP) FY15\$	Ground- Breaking Start Date	Expected Ribbon Cutting				
	and/or			Escalated \$	2015\$				1 <sup>st</sup> 3 <sup>rd</sup> Year Year				
	al an	Active Highway and Transit Projects: Bicycle, Pedestrian, and Other Active Transportation Programs											
75	Capital	Active Transportation 1st/Last Mile Connections Prog.	w	\$712,558	\$361,000	\$361,000	\$0	2018	40 Year Program				
76		Active Transportation Program	gc	\$0	TBD	TBD	\$0	2018	40 Year Program				
77	Highway Subfunds	Active Transportation Program	nc	\$521,095	\$264,000	\$264,000	\$0	2018	40 Year Program				
78	Sub	Active Transportation Program (Including Greenway Proj.)	sg	\$455,958	\$231,000	\$231,000	\$0	2018	40 Year Program				
79	Related Capital S	Active Transportation Projects	av	\$301,108	\$136,500	\$136,500	\$0	2033	25 Year Program				
80		Active Transportation, 1st/Last Mile, & Mobility Hubs	СС	\$424,377	\$215,000	\$215,000	\$0	2018	40 Year Program				
81	Transportation Transit	Active Transportation, Transit, and Tech. Program	lvm	\$63,163	\$32,000	\$32,000	\$0	2018	40 Year Program				
82	orta	City of San Fernando Bike Master Plan	sf	\$13,663	\$5,000	\$5,000	\$0	2052	2054 - 2056				
83	dsu	Complete LA River Bikepath	sf	\$69,575	\$60,000	\$60,000	\$0	2023	2025 - 2027				
84		LA River Waterway & System Bikepath	СС	\$423,246	\$365,000	\$365,000	\$0	2023	2025 - 2027				
85	Active	Los Angeles Safe Routes to School Initiative	СС	\$551,479	\$250,000	\$250,000	\$0	2033	25 Year Program				
86	A	Metro Active Transport, Transit 1st/Last Mile Program	sc	\$1,184,307	\$600,000	\$600,000	\$0	2018	40 Year Program				
	Subt	btotal Active Transport. Highway and Transit:		\$4,720,528	\$2,519,500	\$2,519,500	\$0						
		Total (FY2018 - FY2057)		\$ <del>89,212,014</del> \$89,785,003	\$46,644,969	\$25,554,008	\$21,090,960						

## Long Range Transportation Plan and Potential Ballot Measure Framework Working Assumptions

## **Mobility Matrices/Bottoms-Up Process**

Through various correspondences, meetings, and actions, the Metro Board directed that a proposed ballot measure follow a "bottoms-up" process that began with the Mobility Matrix process. The Mobility Matrices, as directed by the Board in February 2014, were completed in collaboration with the sub-regions and received by the Board in April 2015. The work began with an inventory of projects that was drawn from prior planning processes, such as the LRTP Strategic (unconstrained) Plan, but went further to identify any new needs not identified previously. In January 2015, the Metro Board also created a Regional Facilities category that includes Burbank Bob Hope Airport, LAX, Long Beach Airport, Palmdale Airport, the Ports of Long Beach and Los Angeles, and Union Station. Continuing discussions are being held with Regional Facilities representatives and other Stakeholders on the appropriate role for Metro in addressing the presence of these facilities within Los Angeles County. In the end, this process identified over 2,300 projects totaling over \$273 billion in 2015 dollars.

Concurrent with the work of the sub-regional and regional facilities groups, staff worked closely with other stakeholder groups described above to determine their priorities and policy considerations. Metro executives attended several productive meetings with coalitions of leadership representatives from environmental, active transportation, business, and disadvantaged community organizations. These leaders jointly expressed significant support for a potential ballot measure, if it properly balances their mobility, economic development, and environmental justice concerns. In December 2015, the Board adopted performance metrics framework for analysis of proposed projects.

## <u>Performance Based Planning Improves Systemwide Results</u>

The evaluation process for the elements of the Plan above was intended to determine whether to include and how to sequence new projects to be added to the plan relative to other new projects. In addition, the Performance Metrics were used to guide recommendations regarding the potential acceleration of some Measure R projects already in the LRTP relative to other Measure R projects. The Metro Board of Directors also stipulated that these acceleration recommendations be considered by staff only to the extent that other existing LRTP projects remain on their current LRTP funding schedules and no later. The intent is to prevent any existing LRTP project delays, while at the same time enabling the possible acceleration of highly beneficial major projects.

## **Subregional Input on Project Priorities**

As of September 1, 2015, Metro received the project priority and policy input from the Sub-Regional Planning Areas. Attachments D contains draft Stakeholder Input project lists that

staff has synthesized in order to summarize the subregional input. Attachment D completed one phase of the multi-phase stakeholder and public input process, except for the Westside Cities Council of Governments (COG). The Westside Cities COG submitted an unconstrained list of transportation priorities December 1, 2015. Attachment D now reflects that unconstrained request along with the amount requested in excess of their target. The staff recommendation is to remain constrained to no more than the working assumption target provided to the Westside Cities COG.

The subregional targets, as well as other working assumptions for the Ballot Measure framework that were presented to the Board in December 2015 include the following:

## Augment, Extend, and Sunset Assumptions

The 2017 LRTP is currently assumed to cover the time period from 2017 - 2057 (forty years) and incorporate projects funded by the Metro Board in the 2009 LRTP that sunsets in the year 2039 with Measure R. The three principle alternatives to this assumption revolve around these decisions: extend the existing tax or not; augment the existing tax or not; and place a sunset on the new tax or not.

SB 767 (de León) provides the Metro Board maximum flexibility for all three of these alternatives. For example, the Metro Board could alternatively elect to propose an extension only, like Measure J, or it could elect to propose only an increase, without an extension, like Measure R. Finally, the Metro Board could change the sunset year of the tax (now tentatively assumed to be 2057) or eliminate it altogether, like Proposition A and Proposition C.

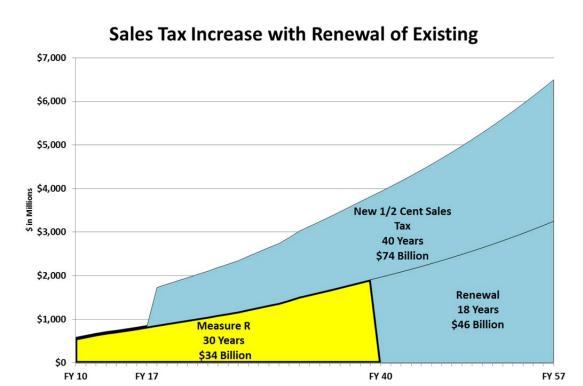
The following considerations led staff to the 2057 LRTP augment, extend, and sunset assumption, as follows:

- Unmet transportation infrastructure improvement needs: The Mobility Matrix process concluded that the entire inventory of needs for transportation capital improvements countywide was between \$157 and \$273 billion (in 2015 dollars).
   Shorter sunsets did not provide enough resources to develop the necessary level of consensus given this need;
- Market research indicates public support for transportation improvements: Past statistically reliable quantitative surveys conducted found no significant advantage to including a sunset clause in a Los Angeles County transportation sales tax ballot measure:
- Alameda County super majority: In November 2014, 70% of voters in Alameda County approved a ballot measure that augmented an existing ½ cent transportation sales tax while at the same time extending the original ½ cent transportation sales tax when it expired; and

 Subregional feedback included a desire to accelerate existing Measure R priority projects, which could be facilitated, in part by replacing the Measure R tax when it sunsets.

As a result of these considerations, the LRTP Framework assumes an augment and

# **Potential Ballot Measure Structure**



extend approach similar to the Alameda County strategy, as shown in Table 1 below:

Augmenting Metro's existing transportation sales taxes for at least a 40 year period (through the year 2057) and also replacing an existing sales tax (Measure R) expiring in 2039 will provide the best opportunity to secure the necessary resources to address the public's desire for transportation improvements. Prior to making a final decision next year, the results of further market research will be provided to the Metro Board.

## Project Cost Inflation and Sales Tax Revenue Growth Assumptions

The SB 767 (de León) expenditure plan requirement to schedule projects and show approximate completion dates raises the need to assume the impact of inflation over time on project and program costs. The initial project costs were requested in 2015 dollars and our cost inflation assumption is 3% per year.

The sales tax revenue growth assumption is 3.8% per year through 2040 and 3% thereafter. The difference between inflation cost growth and revenue growth through 2040 is primarily economic growth from the UCLA Anderson School Forecast of taxable sales

for Los Angeles County. Countywide Planning staff has found the UCLA Anderson School Forecast to be the best available for our long term planning needs.

## Optimal Subregional Target Assumptions

The transparent process required by SB 767 (de León) and the bottoms-up process directed by the Metro Board required Countywide coordination of subregional revenue assumptions. To prioritize the enormous unmet transportation capital needs identified in the Mobility Matrix process, the subregions needed to know roughly what they could expect for capital improvements from the assumed augment and extend approach to the potential ballot measure.

Staff worked with the subregions to develop subregional revenue targets they could use for their priority setting process. To divide revenues into subregional targets, staff considered prior discussions with the subregions before developing a new approach. The purely current population and employment approach in Measure R led to later disagreements about extending that approach beyond 2039 in Measure J. Representatives from high population and/or employment growth areas felt the 2005 data used for Measure R was inequitable for taxes that would extend well beyond 2039, as proposed in Measure J.

To respond to these very valid concerns, staff interpolated Southern California Association of Governments 2008 population and 2035 employment information to establish 2017 and 2047 population and employment data points, as shown in Table 2:

# **Basis for Optimal Targets Vary by Subregion**

40 Years			12.11% =			\$4.5 billion				
Subregion	Populat	Population Employment Pop/Em				Optimal Sub- Regional	Δ%			
Subregion	2017	2047	2017	2047	2017/2047 Blend	Share %	Δ/0			
Arroyo Verdugo	4.99%	4.79%	7.54%	7.82%	6.28%	7.82%	1.53%			
Central Los Angeles	18.98%	19.12%	18.05%	18.01%	18.54%	19.12%	0.58%			
Gateway Cities	19.84%	19.27%	16.63%	16.15%	17.97%	19.84%	1.87%			
Las Virgenes/Malibu	0.85%	0.81%	1.38%	1.42%	1.12%	1.42%	0.30%			
North Los Angeles County	7.42%	9.40%	5.42%	6.84%	7.27%	9.40%	2.13%			
San Fernando Valley	14.66%	14.19%	14.21%	14.09%	14.29%	14.66%	0.37%			
San Gabriel Valley	16.17%	16.14%	13.10%	12.76%	14.54%	16.17%	1.63%			
South Bay	10.62%	10.13%	10.60%	10.16%	10.38%	10.62%	0.24%			
Westside Cities	6.46%	6.14%	13.06%	12.75%	9.60%	13.06%	3.46%			
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	112.11%	12.11%			

Source Data: SCAG RTP12 Socio-economic Data (SED)

<sup>· 2017</sup> and 2047 year data interpolated/extrapolated from SCAG 2008 and 2035 Projections. Back-up data available on request.

<sup>•</sup> In this version, Arroyo Verdugo consists of Burbank, La Crescenta-Montrose, La Canada Flintridge, Glendale, Pasadena and South Pasadena. That means both Pasadena and South Pasadena have been taken out of San Gabriel Valley to be included in Arroyo Verdugo subregion.

As one can see from the data in Table 2, at least one subregion had a credible argument to use each of four differing basis for the targets. To avoid disagreements over the basis of the targets to be used, Metro staff offered a blended approach and an optimal approach. The blended approach added-up to 100%, but the optimal approach would not at 112%. This meant the optimal approach would require approximately \$4.5 billion in non-measure funds from existing taxes beyond the 2009 LRTP planning horizon of 2039, but within the new LRTP planning horizon of 2057. The subregion's all preferred the optimal target approach and Metro staff found it to be workable and concurred, making the optimal basis the consensus choice for the initial subregional priority setting exercise.

Before calculating the subregional revenue targets, assumptions were also needed about how much of the anticipated revenue from the augment and extend approach might be dedicated to multi-modal capital improvement purposes. Measure R had 55% dedicated to these purposes. It should be emphasized that for discussion purposes, staff assumed that roughly half of the new tax, about \$60 billion, could go for multi-modal capital improvement purposes, though we cautioned that this was ultimately a decision expressly reserved for the Metro Board when more information about all needs were known.

Roughly half the tax, about \$60 billion, is on a year of expenditure basis while the project cost data identified in the Mobility Matrices is based on current year dollars instead. This required that the value of the \$60 billion, again roughly half the tax, be deescalated before being made available to each subregion as a target on a current dollar basis. This enabled the subregions to directly compare their target to the project cost data they already possessed.

Table 3 shows the end result of the target setting consensus, subregional targets in deescalated dollars comparable to project cost data on the same basis:

Table 3, Consensus Subregional Targets:

# **Optimal Capital Improvement Targets**

Year of Expenditure \$'s (includes inflation) vs. Current \$'s (excludes inflation)

	Optimal		Pay	-Go	(YOE, No Bo	nds	s)	Γ	De-esca	ılat	ted to Curre	nt 2	014\$
Subregion	Sub- regional Share %	1	er 1 - New 1/2 Cent 40 Years FY 18-57)	Ce	Fier 2 - 1/2 ent Renewal 18 Years (FY 39-57)		Total		Tier 1 - New 1/2 Cent 40 Years (FY 18-57)	Ce	Tier 2 - 1/2 ent Renewal 18 Years (FY 39-57)		Total
Arroyo Verdugo	7.82%	\$	2,889	\$	1,772	\$	4,661	\$	1,125	\$	506	\$	1,631
Central Los Angeles	19.12%	\$	7,062	\$	4,332	\$	11,394	\$	2,750	\$	1,237	\$	3,987
Gateway Cities	19.84%	\$	7,328	\$	4,495	\$	11,823	\$	2,853	\$	1,284	\$	4,137
Las Virgenes/Malibu	1.42%	\$	525	\$	322	\$	842	\$	204	\$	92	\$	296
North LA County	9.40%	\$	3,472	\$	2,130	\$	5,602	\$	1,352	\$	608	\$	1,960
San Fernando Valley	14.66%	\$	5,415	\$	3,321	\$	8,736	\$	2,108	\$	949	\$	3,057
San Gabriel Valley	16.17%	\$	5,973	\$	3,663	\$	9,636	\$	2,325	\$	1,046	\$	3,371
South Bay Cities	10.62%	\$	3,923	\$	2,406	\$	6,329	\$	1,527	\$	687	\$	2,214
Westside	13.06%	\$	4,824	\$	2,959	\$	7,783	\$	1,878	\$	845	\$	2,723
Subregional Total	112.11%	\$	41,411	\$	25,399	\$	66,810	\$	16,123	\$	7,255	\$	23,378

- 1) Optimal targets are each subregion's share of the proposed revenues based on the greatest percentage of four possible measures:
- i) current population; ii) future population; iii) current employment; or, iv) future employment. The following table has more information.
- 2) Dollars in millions.
- 3) YOE = Year of Expenditure.
- 4) Santa Clarita included in North LA County.
- 5) Arroyo Verdugo includes Burbank, Glendale, Pasadena, So. Pasadena and La Canada-Flintridge, and La Crescenta-Montrose.

## **Financial Constraints**

All projects submitted are anticipated to be included in the LRTP update, they must be categorized in one of two ways: financially constrained (funding plan) or financially unconstrained (no funding plan). These financial constraints are defined in federal planning regulations as revenues that can be reasonably expected to be available. The assumptions focus on revenues reasonably expected to be available. Tax and other revenues not yet authorized in law or by a policy body can only be included if based on reasonable assumptions, such as a pattern of periodic authorizations by the applicable legislature or policy making body. Aggressive assumptions that have no reasonable basis are not permitted by the Clean Air Act and other policy actions of the federal government. For transit agencies seeking New Starts funds, periodic reviews of financial capacity reasonableness are also required. These reviews can be stricter than regulatory reviews stemming from the federal planning regulations.

#### Cost Effectiveness

One key performance metric that is applied to all major highway and transit projects is an evaluation of costs versus benefits, with the benefits defined as those in the Performance

Metrics Framework. While a specific cost effectiveness measure is not shown in Attachment A, it will be calculated through the performance evaluation process using the other measures of project benefit. This explains why a specific weight is not assigned to cost effectiveness, even though it is important that all projects recommended through this process meet cost effectiveness criteria.

# 2017 LRTP Update Metro Board Adopted Performance Metrics Framework for Major Projects

Metro Theme	Goals and Objectives	System Performance Measures	Weight (%)	•	Transit Project Performance Measures
Mobility	<ul> <li>Relieve congestion</li> <li>Increase travel by transit, bicycle, and pedestrians</li> <li>Improve travel times</li> <li>Improve system connectivity</li> <li>Increase person throughput</li> <li>Improve effectiveness &amp; reliability for core riders</li> <li>Address operating &amp; life cycle costs</li> <li>Extend life of facility &amp; equipment</li> </ul>	Reduced person hours of delay Increased person throughput Reduced single-occupant vehicle mode share Increased annual boardings per mile Increased annual hours of delay savings/mile Improve roadway condition rating Reduced portion of transit assets passed useful life	45%	<ul> <li>Increased person throughput</li> <li>Reduced person hours of delay<sup>2</sup></li> </ul>	Increased transit ridership     Increased person throughput     Improved travel time     reliability     Improved service frequency
Economy	<ul> <li>Increase economic output</li> <li>Support job creation &amp; retention</li> <li>Support goods movement</li> <li>Invest in disadvantaged communities</li> </ul>	<ul> <li>Improved linkages to major employment/activity centers<sup>1</sup></li> <li>Increased number of jobs</li> <li>Improved REMI Model economic benefit results</li> <li>Reduced vehicle hours of delay for trucks</li> <li>Dollars invested in transportation projects in disadvantaged communities</li> </ul>	12.5%	<ul> <li>Reduced truck vehicle hours of delay<sup>2</sup></li> <li>Improved job access</li> <li>Dollars invested in transportation projects in disadvantaged communities</li> </ul>	<ul> <li>Increased transit oriented development</li> <li>Improved job access</li> <li>Dollars invested in transportation projects in disadvantaged communities</li> </ul>

<sup>&</sup>lt;sup>1</sup> Employment/activity centers include major employment centers, retail centers, education facilities, and healthcare facilities

<sup>&</sup>lt;sup>2</sup> Reduced person and truck hours will serve as the best proxy available for person and truck travel time reliability for Highway project.

Metro Theme	Goals and Objectives	System Performance Measures	Weight (%)	Highway Project Performance Measures	Transit Project Performance Measures
Accessibility	Increase population served by facility     Increase service to transit-dependent, cyclist, pedestrian populations including youth, seniors, and people with disabilities     Improve first-last mile connections     Utilize technology	Job accessibility by population subgroup     Mode choice by income quintile     SB 535 Disadvantaged Communities mapping (CalEnviroScreen)     Increased number of households with access to transit     Increased number of households with access to bicycle infrastructure     Increased number of households with disabled persons with access to transit     Increased access to parks and open space areas	17.5%	Increased number of disadvantaged population served Improved access or system connectivity Improved access to parks and open space See note 3	<ul> <li>Increased number of population served by frequent transit</li> <li>Increased number of transit dependent households served</li> <li>Improved system connectivity</li> <li>Improved access to parks and open space</li> <li>See note 3</li> </ul>
Safety	Reduce incidents     Improve personal safety	<ul><li>Fatalities by mode</li><li>Injuries by mode</li><li>Fatalities per capita</li></ul>	12.5%	High fatal and severe injury collision area addressed     Reduced safety conflicts	<ul> <li>Improved transit system safety</li> <li>High collision area addressed <sup>4</sup></li> </ul>

<sup>&</sup>lt;sup>3</sup> Metro considered measuring "increased network connectivity for walking and biking" and found that while major highway and transit projects may offer accommodations for bicycling and walking, the improvements to bicycle and pedestrian system connectivity will likely be minimal, and impossible to compare effectiveness quantitatively from one project to another.

<sup>&</sup>lt;sup>4</sup> The Statewide Integrated Traffic Records System (SWITRS) is maintained by the California Highway Patrol (CHP), and does not log severe injuries and fatalities on the transit system.

Metro Theme	Goals and Objectives	System Performance Measures	Weight (%)	Highway Project Performance Measures	Transit Project Performance Measures
Sustainability & Quality of Life	(GHG) emissions  • Reduce urban heat island effect	Improve environmental quality  • Reduced VMT per capita  • Reduced GHG per capita  • Reduced impact on habitat preservation and open space areas Improve public health  • Reduced EPA air quality conformity criteria pollutants  • Increased bike, pedestrian, and transit trips Improve quality of life	12.5%	Reduced impact on environment  Reduced GHG emissions Reduced urban heat island effect Reduced storm water runoff impact Reduced impact on habitat preservation and open space areas Improved public health Support for active transportation Improve quality of life Reduced noise impacts	Reduced impact on environment  Reduced GHG emissions Reduced VMT Reduced urban heat island effect Reduced storm water runoff impact Reduced impact on habitat preservation and open space areas Improved public health Support for active transportation Improve quality of life Reduced noise impacts

## **Subregional Stakeholder Draft Project Priorities**

## ATTACHMENT D

(2015 \$ in thousands)

ance rder		s		Cost	Draft		
for reference only - not priority order	Project	Notes	Α	ssumption	subregional erget (2015\$)	[	Difference
1	Arroyo Verdugo						
2	North Hollywood to Pasadena Bus Rapid Transit Corridor	а	\$	283,000	\$ 283,000	\$	-
3	Active Transportation Projects	<u> </u>	\$	136,500	136,500	\$	-
4	Goods Movement Projects		\$	81,700	81,700	\$	-
	Highway Efficiency, Noise Mitigation and Arterial Projects		\$	602,800	602,800	\$	-
	Modal Connectivity and Complete Streets Projects		\$	202,000	202,000	\$	-
7	Transit Projects		\$	257,100	257,100	\$	-
8	Unprogrammed		\$	67,900	67,900	\$	-
	Arroyo Verdugo Subtotal		\$	1,631,000	\$ 1,631,000	\$	-
10	San Fernando Valley						
11	City of San Fernando Bike Master Plan	b	\$	5,000	\$ 5,000		
12	Complete LA River Bike Path Across the Valley	b	\$	60,000	\$ 60,000		
13	Complete East Valley Transit Corridor Project as LRT		\$	1,000,000	\$ 1,000,000	\$	-
14	North Hollywood to Pasadena Bus Rapid Transit Corridor	а	\$	230,000	\$ 230,000	\$	-
15	Orange Line BRT Improvements		\$	300,000	300,000	\$	-
16	Orange Line Conversion to Light Rail		\$	1,400,000	\$ 62,000	\$	1,338,000
17	Sepulveda Pass Transit Corridor	d	\$	3,390,000	\$ 1,400,000	\$	1,990,000
18	San Fernando Valley Subtotal		\$	6,385,000	\$ 3,057,000	\$	3,328,000
19	Westside						
20	Active Transportation and First/Last Mile Connections Prog.	С	\$	700,000	\$ 700,000	\$	-
21	Crenshaw Line Extension to West Hollywood/Hollywood	е	\$	580,000	\$ 1,400,000	\$	(820,000)
22	Lincoln Blvd BRT		\$	307,000	\$ 307,000	\$	· -
23	Purple Line Extension to Santa Monica	k	\$	2,647,100	\$ 1,400,000	\$	1,247,100
24	Sepulveda Pass Transit Corridor	d	\$	3,390,000	\$ 1,400,000	\$	1,990,000
	Westside Requested Subtotal		\$	7,624,100	\$ 5,207,000	\$	2,417,100
25	Amount Requested in Excess of Constrained Target			N/A	\$ (2,484,000)		2,484,000
26	Westside Subtotal		\$	7,624,100	\$ 2,723,000	\$	4,901,100
27	Central City Area						
28	Crenshaw/Purple Line/Vermont Corridor to West Hollywood/Hollywood	е	\$	1,750,000	\$ 1,185,000	\$	565,000
29	Vermont "Short Corridor" Subway from Wilshire to Exposition		\$	1,700,000	425,000	\$	1,275,000
30	Bus Rapid Transit and 1st/Last Mile Solutions such as DASH	b	\$	250,000	\$ 250,000	\$	-
31	Freeway Interchange and Operational Improvements	b	\$	195,000	\$ 195,000	\$	-
32	Historic Streetcar	b	\$	200,000	\$ 200,000	\$	-
33	LA River Waterway & System Bikepath	b	\$	365,000	\$ 365,000	\$	-
34	Los Angeles Safe Routes to School Initiative	b	\$	250,000	\$ 250,000	\$	-
35	LA Streetscape Enhancements & Great Streets Program	b	\$	450,000	\$ 450,000	\$	-
36	Active Transportation, 1st/Last Mile, & Mobility Hubs	b	\$	215,000	\$ 215,000	\$	-
	Traffic Congestion Relief/Signal Synchronization Program	b	\$	50,000	\$ 50,000	\$	-
	Public Transit State of Good Repair Program	b	\$	402,000	402,000	\$	-
39	Central Cities Subtotal		\$	5,827,000	\$ 3,987,000	\$	1,840,000
40	North County						
41	Active Transportation Program	b	\$	264,000	\$ 264,000		-
	Arterial Program	b	\$		726,130		-
	Goods Movement Program	b	\$	104,000	104,000		-
	High Desert Corridor (HDC) Right-of-Way		\$	270,000	\$ 170,000	\$	100,000
45	Highway Efficiency Program	b	\$	128,870	\$ 128,870	\$	-
46	I-5 North Capacity Enhancements (Parker Rd. + 1.5 miles)		\$	785,000	\$ 240,000	\$	545,000
	Multimodal Connectivity Program	b	\$	239,000	\$ 239,000	\$	-
	Transit Program	b	\$	88,000	\$ 88,000	\$	-
49	North County Subtotal		\$	2,605,000	\$ 1,960,000	\$	645,000

## Subregional Stakeholder Draft Project Priorities

#### ATTACHMENT D

(2015 \$ in thousands)

for reference only - not priority order	Project	Notes	Δ	Cost ssumption	Draft Subregional orget (2015\$)	Difference
50	Las Virgenes-Malibu					
51	Active Transportation, Transit, and Technology Program	b	\$	32,000	\$ 32,000	\$ -
52	Highway Efficiency Program	b	\$	133,000	\$ 133,000	\$ -
53	Modal Connectivity Program	b	\$	68,000	\$ 68,000	\$ -
54	Traffic Congestion Relief and Improvement Program	b	\$	63,000	\$ 63,000	\$ -
55	Las Virgenes-Malibu Subtotal		\$	296,000	\$ 296,000	\$ -
56	Gateway Cities					
57	Gold Line Eastside Extension Phase II - Washington Blvd.	f	\$	1,500,000	\$ 543,000	\$ 957,000
58	Green Line Eastern Extension (Norwalk)		\$	500,000	\$ 500,000	\$ -
59	I-5 Corridor Improvements (I-605 to I-710)		\$	1,100,000	\$ 1,059,000	\$ 41,000
60	I-605 Corridor "Hot Spot" Interchange Improvements		\$	850,000	\$ 300,000	\$ 550,000
61	I-710 South Corridor Project	g	\$	4,000,000	\$ 500,000	\$ 3,500,000
62	SR 60/I-605 Interchange HOV Direct Connectors	h	\$	260,000	\$ 200,000	\$ 60,000
63	West Santa Ana Branch (Eco Rapid Transit Project)		\$	2,000,000	\$ 1,035,000	\$ 965,000
64	Active Transportation Program (ATP)	j			e determined	
65	Gateway Cities Subtotal		\$	10,210,000	\$ 4,137,000	\$ 6,073,000
66	San Gabriel Valley					
67	Active Transportation Program (Bicycle/Pedestrian Facilities)	b	\$	231,000	\$ 231,000	\$ -
68	Bus System Improvement Program	b	\$	55,000	\$ 55,000	\$ -
69	Goods Movement Program (Improvements & RR Xing Elim.)	b	\$	33,000	\$ 33,000	\$ -
70	Highway Demand Based Program (HOV Ext. & Connectors)	b	\$	231,000	\$ 231,000	\$ -
71	Highway Efficiency Program	b	\$	534,000	\$ 534,000	\$ -
72	I-605/I-10 Interchange		\$	126,000	\$ 126,000	\$ -
73	ITS/Technology Program (Advanced Signal Technology)	b	\$	66,000	\$ 66,000	\$ -
74	Metro Gold Line Eastside Transit Corridor Phase II - SR-60	f	\$	1,500,000	\$ 543,000	\$ 957,000
75	Metro Gold Line Foothill Light Rail Extension - Phase 2B	i	\$	1,130,000	\$ 1,019,000	\$ 111,000
76	First/Last Mile and Complete Streets	b	\$	198,000	\$ 198,000	\$ -
77	SR 60/I-605 Interchange	h	\$	130,000	\$ 130,000	\$ -  €
78	SR-57/SR-60 Interchange Improvements		\$	205,000	\$ 205,000	\$ -
79	San Gabriel Valley Subtotal		\$	4,439,000	\$ 3,371,000	\$ 1,068,000
80	South Bay					
81	South Bay Highway Operational Improvements		\$	1,100,000	\$ 500,000	\$ 600,000
82	I-405 South Bay Curve Widening		\$	150,000	\$ 150,000	\$ -
83	I-405/I-110 Int. HOV Connector Ramps & Intrchng Improv		\$	355,000	\$ 355,000	\$ -
84	I-110 Express Lane Ext South to I-405/I-110		\$	81,500	\$ 51,500	\$ 30,000
85	I-105 Hot Lane from I-405 to I-605		\$	350,000	\$ 200,000	\$ 150,000
86	Green Line Extension to Crenshaw Blvd in Torrance		\$	607,500	\$ 607,500	\$ -
87	Transportation System and Mobility Improvements Program	b	\$	350,000	\$ 350,000	\$ -
88	South Bay Subtotal		\$	2,994,000	\$ 2,214,000	\$ 780,000
89	GRAND TOTAL		\$	42,011,100	\$ 23,376,000	\$ 18,635,100

- a. Cost Assumption equals subregional funding share proposed by the Arroyo Verdugo and San Fernando Valley areas.
- b. Cost Assumption equals proposed subregional funding.
- c. Includes the I-10 Roberson/National Area Multimodal Circulation Improvement Project. Additional funds may be available from other regional/state/federal active transportation-related funding.
- d. Final cost, scope, and subregional shares will be determined by the environmental process. The WSCCOG is co-committed with the SFVCOG to contributing funds for the Sepulveda Pass Corridor Project. The working assumption for cost shown here for any existing available LRTP funding is 50% San Fernando Valley area and 50% Westside.
- e. Final cost, scope, and subregional shares will be determined by the environmental process. The WSCCOG is co-committed with Central LA to contributing funds for the Crenshaw Line Extension to West Hollywood/Hollywood Project. The working assumption for cost shown here is 75% Central-25% Westside.
- f. Final cost, scope, and subregional shares will be determined by the environmental process. The working assumption here for any existing available LRTP funding (including Measure R) is 50% Gateway area and 50% San Gabriel Valley area.
- 9. At least \$3.5 B in funding needs for this project is not shown here. We are pursuing a strategy to fund 12.5% from existing resources, 12.5% from State resources, 12.5% from Federal resources, & 12.5% from subregional target. The remaining 50% is to come from private tolls or fees originating from freight.
- h. Final cost, scope, & subregional shares will be determined by the environmental process. The working assumption here is 2/3 Gateway & 1/3 San Gabriel Valley.
- i. Subregional target does not include full 25% contingency.
- j. The ATP is to be based upon the Gateway COG's Strategic Transportation Plan.
- k. WSCCOG proposes funding to suport the alignment study and construction of the project from Westwood/VA Hospital to City of Santa Monica.

Current as of February 22, 2016

Attachment E reflects the constrained staff recommendation for public comment and a side-by-side comparison with all the Sub-Regional planning area project lists, including the Westside Cities COG. The comparisons capture the impacts of the end result of numerous moving parts, including refined cost estimates, updated performance results, project phasing assumptions necessary due to financial constraints, and changes to the overall structure of the working assumptions with respect to proposed multi-modal capital and operating divisions of the entire tax revenue pie. Overlaid on these changes is the impact of the Metro Board of Director's adopted Performance Metrics, which guided the proposed project schedules required by SB 764 (de León). Each of these changes is explained where it impacted a subregional list, as indicated herein.

Of note are the refined cost estimates for the West Santa Ana Transit Corridor and the Metro Gold Line Eastside Extension projects. Previous estimates from 2010 were updated to reflect inflation to the current year, market conditions, actual cost experience on similar projects, comprehensive categories of cost including soft costs, changes in infrastructure type and other project characteristics and adequate levels of contingency. Additional cost information is included in a separate attachment to this report. As a result, the draft plan only provides a phased implementation of the West Santa Ana Transit Corridor and only one alignment for the Gold Line Eastside Extension can be constructed in the 40 year plan scenario. With a 50 year plan scenario, the second alignment for the Gold Line Eastside Extension can be constructed, or the subregion where the first alignment was not selected can act to identify a replacement project(s) valued at \$1.5 billion, the amount conceded to the other subregion for the first alignment. The Metro Board of Directors must concur with the replacement project(s) recommendation.

## **ATTACHMENT E - Difference Sheet**

# **Expenditure Plan DRAFT** for Public Comment

(2015 \$ in thousands)

	Attach D		Mast Basset	DDM			Changes fro	m Attachment D
Project	Cost Assumption 2015\$	Attach D Target Amount 2015\$	Most Recent Cost Estimate 2015\$*	PBM funding 2015\$		Cost Difference b/w Attach D & Most Recent Estimate	Difference b/w PBM Funding and Target Amount 2015\$	Notes
Arroyo Verdugo								
BRT Connector Orange/Red Line to Gold Line	\$283,000	\$283,000	\$133,500	\$133,500	<b>◆</b>	(\$149,500)	(\$149,500)	Cost Reduction; See Attached
Active Transportation Projects	\$136,500	\$136,500	\$136,500	\$136,500		\$0	\$0	
Goods Movement Projects	\$81,700	\$81,700	\$81,700	\$81,700		\$0	\$0	
Highway Efficiency, Noise Mitig. and Arterial Projects	\$602,800	\$602,800	\$602,800	\$602,800		\$0	\$0	
Modal Connectivity and Complete Streets Projects	\$202,000	\$202,000	\$202,000	\$202,000		\$0	\$0	
Transit Projects	\$257,100	\$257,100	\$257,100	\$257,100		\$0	\$0	
Arroyo Verdugo Projects to be Determined	\$67,900	\$67,900	\$217,400	\$217,400		\$149,500	\$149,500	Adjusted to ensure appropriate equity
Arroyo Verdugo Subtotal:	\$1,631,000	\$1,631,000	\$1,631,000	\$1,631,000		\$0		
San Fernando Valley								
City of San Fernando Bike Master Plan	\$5,000		\$5,000	\$5,000		\$0	\$0	
Complete LA River Bikepath	\$60,000		\$60,000	\$60,000		\$0	\$0	
East SF Valley Transit Corridor Project ®	\$1,000,000	\$1,000,000	\$1,331,000	\$810,500		\$331,000		\$ Spread added from LRTP \$'s <sup>§</sup>
BRT Connector Orange/Red Line to Gold Line	\$230,000	\$230,000	\$133,500	\$133,500	4	(\$96,500)		Cost Reduction; See Attached
Orange Line BRT Improvements	\$300,000	\$300,000	\$286,000	\$286,000		(\$14,000)		Cost Reduction; See Attached
Orange Line Conversion to Light Rail	\$1,400,000		\$1,429,000	\$362,000		\$29,000		Cost increase, paid with add'l LRTP\$
Sepulveda Pass Transit Corridor (Ph 1) ®	\$0		\$130,000	\$130,000		\$130,000		Project phased
Sepulveda Pass Transit Corridor (Ph 2) ®	\$3,390,000	\$1,400,000	\$2,837,000	\$1,270,000	⁴7	(\$553,000)		Cost Reduc.; Project Phased
San Fernando Valley Subtotal:	\$6,385,000	\$3,057,000	\$6,211,500	\$3,057,000		(\$173,500)	\$0	
Westside								
Active Transportation 1st/Last Mile Connections Prog.	\$700,000		\$361,000	\$361,000		(\$339,000)		Reduced request to match target
Crenshaw Northern Extension	\$580,000		\$560,000	\$560,000		(\$20,000)		Cost Reduction; See Attached
Lincoln Blvd BRT	\$307,000		\$102,000	\$102,000	ш	(\$205,000)		Cost Reduction; See Attached
Purple Line Extension to Bundy	\$2,647,100	\$1,400,000	\$2,647,100	\$0	ш	\$0		Not funded to match target & perform.
Sepulveda Pass Transit Corridor (Ph 1) ®	\$0		\$130,000	\$130,000	, II.	\$130,000		Project phased
Sepulveda Pass Transit Corridor (Ph 2) ®  Westside Requested Subtotal:	\$3,390,000 \$7.624.100	\$1,400,000 \$5,207,000	\$2,837,000 \$6,637,100	\$1,270,000 \$2,423,000		(\$553,000) (\$987,000)	(\$2.784.000)	Cost Reduc.; Project Phased
Amount Requested in Excess of Constrained Target	N/A	\$ (2,484,000)	N/A	\$2,423,000 N/A		(\$987,000)	(\$2,784,000)	
Westside Subtotal:	\$7,624,100	\$2,723,000	\$6,637,100	\$2,423,000		(\$1,974,000)	(\$300,000)	\$300 million in LRTP added for equity
Central City Area	\$7,024,100	φ2,723,000	\$0,037,100	\$2,423,000		(\$1,974,000)	(\$300,000)	\$300 million in ERTF added for equity
Crenshaw Northern Extension	\$1,750,000	\$1,185,000	\$1,680,000	\$1,185,000		(\$70,000)	\$0	Cost reduction
Vermont Transit Corridor	\$425,000	\$425,000	\$425,000	\$25,000		\$0		Cost reduction Cost increase, paid with LRTP\$
BRT and 1st/Last Mile Solutions e.g. DASH	\$250,000	\$250,000	\$250,000	\$250,000		\$0	\$0	
Freeway Interchange and Operational Improvements	\$195,000	\$195,000	\$195,000	\$195,000		\$0	\$0	7
Historic Downtown Streetcar	\$200,000	\$200,000	\$200,000	\$200,000		\$0	\$0	
LA River Waterway & System Bikepath	\$365,000	\$365,000	\$365,000	\$365,000		\$0	\$0	Central Area re-balancing
Los Angeles Safe Routes to School Initiative	\$250,000		\$250,000	\$250,000		\$0	\$0	request. See February 5, 2016
LA Streetscape Enhance. & Great Streets Program	\$450,000	\$450,000	\$450,000	\$450,000		\$0	\$0	Letter from Central Subregion.
Active Transportation, 1st/Last Mile, & Mobility Hubs	\$215,000	\$215,000	\$215,000	\$215,000		\$0	\$0	
Traffic Congestion Relief/Signal Synchronization	\$50,000	\$50,000	\$50,000	\$50,000		\$0	\$0	
Public Transit State of Good Repair Program	\$402,000	\$402,000	\$402,000	\$402,000		\$0	\$0	ب
West Santa Ana Transit Corridor LRT Ph 2 ®	\$0	\$0	\$1,482,500	\$400,000		\$1,482,500	\$400,000	
Central City Area Subtotal:	\$4,552,000	\$3,987,000	\$5,964,500	\$3,987,000		(\$70,000)	(\$400,000)	
North County								
Active Transportation Program	\$264,000		\$264,000	\$264,000		\$0	\$0	
Arterial Program	\$726,130	\$726,130	\$726,130	\$726,130		\$0	\$0	
Goods Movement Program	\$104,000	\$104,000	\$104,000	\$104,000		\$0	\$0	
High Desert Corridor (HDC) Right-of-Way ®	\$270,000	\$170,000	\$270,000	\$170,000		\$0	\$0	
Highway Efficiency Program	\$128,870	\$128,870	\$128,870	\$128,870		\$0	\$0	
I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd) ®	\$785,000	\$240,000	\$784,080	\$240,000		(\$920)	\$0	Cost Reduction
Multimodal Connectivity Program	\$239,000	\$239,000	\$239,000	\$239,000		\$0	\$0	
Transit Program	\$88,000	\$88,000	\$588,000	\$88,000		\$500,000		High performer, \$ added for geo equity
North County Subtotal:	\$2,605,000	\$1,960,000	\$3,104,080	\$1,960,000		\$499,080	\$0	

<sup>\*</sup> The most recent cost estimate equals the accelerated cost.

# **Expenditure Plan DRAFT** for Public Comment

(2015 \$ in thousands)

	Attach D						Changes fro	m Attachment D
Project	Cost Assumption 2015\$	Attach D Target Amount 2015\$	Most Recent Cost Estimate 2015\$*	PBM funding 2015\$		Cost Difference b/w Attach D & Most Recent Estimate	Difference b/w PBM Funding and Target Amount 2015\$	Notes
Las Virgenes-Malibu								
Active Transportation, Transit, and Tech. Program	\$32,000	\$32,000	\$32,000	\$32,000		\$0	\$0	
Highway Efficiency Program	\$133,000	\$133,000	\$133,000	\$133,000		\$0	\$0	Accelerated for geographic equity
Modal Connectivity Program	\$68,000	\$68,000	\$68,000	\$68,000		\$0	\$0	
Traffic Congestion Relief and Improvement Program	\$63,000	\$63,000	\$63,000	\$63,000		\$0	\$0	
Las Virgenes-Malibu Subtotal:	\$296,000	\$296,000	\$296,000	\$296,000		\$0	\$0	
Gateway Cities								
Gold Line Eastside Extension (One Alignment) ®	\$1,500,000	\$543,000	\$1,500,000	\$543,000	1	\$0	\$0	
Green Line Eastern Extension (Norwalk)	\$500,000	\$500,000	\$770,000	\$0		\$270,000	(\$500,000)	Low perf. transferred to system asset
I-5 Corridor Improvements (I-605 to I-710)	\$1,100,000	\$1,059,000	\$1,105,060	\$1,059,000		\$5,060	\$0	See Attached
I-605 Corridor "Hot Spot" Interchange Improvements ®	\$850,000	\$300,000	\$1,240,000	\$1,000,000		\$390,000	\$700,000	See Attached
I-710 South Corridor Project (Ph 1) ®	\$4,000,000	\$500,000	\$400,000	\$250,000		(\$3,600,000)	(\$250,000)	Goods mvmt fee excluded from equity
I-710 South Corridor Project (Ph 2) ®	incl	. above	\$908,500	\$250,000		\$0	\$250,000	Goods mvmt fee excluded from equity
SR 60/I-605 Interchange HOV Direct Connectors	\$260,000	\$200,000	\$0	\$0	4	(\$260,000)	(\$200,000)	Geo equity adjustment
West Santa Ana Transit Corridor LRT Ph 1 ®	\$ 2,000,000	\$ 1,035,000	\$1,035,000	\$535,000	ш	(\$965,000)	(\$500,000)	Project built in separate phases
West Santa Ana Transit Corridor LRT Ph 2 ®		. above	\$1,482,500	\$500,000	ш	\$0	\$500,000	Project built in separate phases
Active Transportation Program	TBD	TBD	TBD	TBD	ш	TBD	TBD	
Gateway Cities Subtotal:	\$10,210,000	\$4,137,000	\$8,441,060	\$4,137,000	ш	(\$4,159,940)	\$0	
San Gabriel Valley					ш			
Active Transportation Program (Including Greenway Proj.)	\$231,000	\$231,000	\$231,000	\$231,000	ш	\$0	\$0	
Bus System Improvement Program	\$55,000	\$55,000	\$55,000	\$55,000	Ш	\$0	\$0	
Goods Movement (Improvements & RR Xing Elim.)	\$33,000	\$33,000	\$33,000	\$33,000	Ш	\$0	\$0	
Highway Demand Based Prog. (HOV Ext. & Connect.)	\$231,000	\$231,000	\$231,000	\$231,000	Ш	\$0	\$0	
Highway Efficiency Program	\$534,000	\$534,000	\$534,000	\$534,000	ш	\$0	\$0	
I-605/I-10 Interchange	\$126,000	\$126,000	\$598,400	\$126,000	ш	\$472,400	\$0	See Attached
ITS/Technology Program (Advanced Signal Tech.)	\$66,000	\$66,000	\$66,000	\$66,000	Ш	\$0	\$0	
Gold Line Eastside Extension (One Alignment) ®	\$1,500,000	\$543,000	\$1,500,000	\$543,000	$\sqcup$	\$0	\$0	
Gold Line Foothill Extension to Claremont ®	\$1,130,000	\$1,019,000	\$1,097,000	\$1,019,000		(\$33,000)	\$0	Cost reduction; see Attached
First/Last Mile and Complete Streets	\$198,000	\$198,000	\$198,000	\$198,000		\$0	\$0	
SR 60/I-605 Interchange HOV Direct Connectors	\$130,000	\$130,000	\$490,600	\$130,000	Ţ	\$360,600	\$0	See Attached
SR-57/SR-60 Interchange Improvements	\$205,000	\$205,000	\$770,000	\$205,000		\$565,000	\$0	See Attached
San Gabriel Valley Subtotal:	\$4,439,000	\$3,371,000	\$5,804,000	\$3,371,000		\$1,365,000	\$0	
South Bay								
South Bay Highway Operational Improvements	\$1,100,000	\$500,000	\$1,100,000	\$500,000		\$0	\$0	
I-405 South Bay Curve Improvements	\$150,000	\$150,000	\$400,840	\$150,000		\$250,840		See Attached
I-405/I-110 Int. HOV Connect Ramps & Intrchng Improv ®	\$355,000	\$355,000	\$250,000	\$250,000		(\$105,000)	(\$105,000)	Cost reduction; see Attached
I-110 Express Lane Ext South to I-405/I-110 Interchange	\$81,500	\$51,500	\$280,000	\$51,500		\$198,500		See Attached
I-105 Express Lane from I-405 to I-605	\$350,000	\$200,000	\$175,000	\$175,000		(\$175,000)		Cost reduction; see Attached
Green Line Extension to Crenshaw Blvd in Torrance ®	\$607,500	\$607,500	\$891,000	\$737,500		\$283,500	\$130,000	See Attached; funding rebalance
Transportation System and Mobility Improve. Program	\$350,000	\$350,000	\$350,000	\$350,000		\$0	\$0	-
South Bay Subtotal:	\$2,994,000	\$2,214,000	\$3,446,840	\$2,214,000		\$452,840	\$0	
GRAND TOTAL	40,736,100	23,376,000	41,536,080	23,076,000		(\$3,073,520)	\$0	

 $<sup>\</sup>S$  Spread is the difference between cost increase and revenue decrease.

<sup>\*</sup> The most recent cost estimate equals the accelerated cost.



## **COMPARISON OF COST ESTIMATES - HIGHWAY PROJECT (2015\$)**

Line #	Dec 2015 Board Item 17 Attachment D Line Item	Highway Projects		al Project Cost tro Estimates	Dec 2015 Board Item 17 Attachment D	Difference
1	59	I-605 Corridor "Hot Spot" Interchange Improvements	\$	1,540,000,000	\$ 850,000,000	\$ 690,000,000
2	77	SR-57/SR-60 Interchange Improvements	\$	770,000,000	\$ 205,000,000	\$ 565,000,000
3	71	I-605/I-10 Interchange	\$	598,400,000	\$ 126,000,000	\$ 472,400,000
4	81	I-405 South Bay Curve Widening	\$	400,840,000	\$ 150,000,000	\$ 250,840,000
5	83	I-110 Express Lanes Extension South to I-405/I-110	\$	280,000,000	\$ 81,500,000	\$ 198,500,000
6	60	I-710 South Corridor Project	\$	4,108,500,000	\$ 4,000,000,000	\$ 108,500,000
7	61	SR-60/I-605 Interchange HOV Direct Connectors	\$	490,600,000	\$ 390,000,000	\$ 100,600,000
8	58	I-5 Corridor Improvements (I-605 to I-710)	\$	1,105,060,000	\$ 1,100,000,000	\$ 5,060,000
9	43	High Desert Corridor (HDC) Right-of-Way	\$	270,000,000	\$ 270,000,000	\$ -
10	80	South Bay Highway Operational Improvements	\$	1,100,000,000	\$ 1,100,000,000	\$ -
11	45	I-5 North Capacity Enhancements (Parker Rd. + 1.5 miles)	\$	784,080,000	\$ 785,000,000	\$ (920,000)
12	82	I-405/I-110 Interchange HOV Connector Ramps and Interchange Improvements	\$	250,000,000	\$ 355,000,000	\$ (105,000,000)
13	84	I-105 Hot Lane from I-405 to I-605	\$	175,000,000	\$ 350,000,000	\$ (175,000,000)
		Total Highway Projects:	\$ 1	1,872,480,000	\$ 9,762,500,000	\$ 2,109,980,000



## **COMPARISON OF COST ESTIMATES - TRANSIT PROJECT (2015\$)**

Line #	Dec 2015 Board Item 17 Attachment D Line Item	Transit Corridor Projects		tal Project Cost etro Estimates	Dec 2015 Board Item 17 Attachment D	Differ	ence
1	12	East San Fernando Valley Transit Corridor Project as LRT	\$	1,331,000,000	\$ 1,000,000,000	\$ 331,0	000,000
2	28	Vermont "Short Corridor" Subway from Wilshire to Exposition	\$	2,006,000,000	\$ 1,700,000,000	\$ 306,0	000,000
3	85	Green Line Extension to Crenshaw Blvd in Torrance	\$	891,000,000	\$ 607,500,000	\$ 283,	500,000
4	57	Green Line Eastern Extension (Norwalk) LRT	\$	770,000,000	\$ 500,000,000	\$ 270,0	000,000
5	23	Purple Line Extension to Santa Monica	\$	2,730,000,000	\$ 2,647,100,000	\$ 82,9	900,000
6	15	Orange Line Conversion to Light Rail (Phased with Line 14)	\$	1,429,000,000	\$ 1,400,000,000	\$ 29,0	000,000
7	56	Metro Gold Line Eastside Transit Corridor Phase II - Washington Alignment	\$	3,000,000,000	\$ 1,500,000,000	¢	
8	73	Metro Gold Line Eastside Transit Corridor Phase II - SR-60	9	3,000,000,000	\$ 1,500,000,000	9	-
9	62	West Santa Ana Branch (Eco Rapid Transit Project) - Total Project	\$	2,000,000,000	\$ 2,000,000,000	\$	-
10	14	Orange Line BRT Improvements	\$	286,000,000	\$ 300,000,000	\$ (14,0	(000,000
11	74	Metro Gold Line Foothill Light Rail Extension - Phase 2B	\$	1,097,000,000	\$ 1,130,000,000	\$ (33,0	(000,000
12	21	Crenshaw Line Extension to West Hollywood/Hollywood LRT	\$	2,240,000,000	\$ 2,330,000,000	\$ (90,0	(000,000
13	22	Lincoln Blvd BRT	\$	102,000,000	\$ 307,000,000	\$ (205,0	(000,000
14	2	North Hollywood to Pasadena BRT Corridor	\$	267,000,000	\$ 513,000,000	\$ (246,0	(000,000
15	16A	Sepulveda Pass Transit Corridor (N) - PLE Westwood/UCLA to Orange Van Nuys Station	\$	5,934,000,000	\$ 6,780,000,000	\$ (846,0	000,000)
<u>16</u>	N/A	Westside Purple Line Extension Section 3	\$	1,980,390,000	N/A	\$	
		Total Transit Projects: \$24,083,000,000	\$	26,063,390,000	\$ 24,214,600,000	\$ (131,6	600,000)

#### Note:

#### Cost Reduction:

- All Metro Parametric Estimate (MPE) contingencies were reduced to 25% from 35%
- Metro Gold Line Eastside Phase II, use Dec 2015 Board Item #17 Attachment D of \$3 billion, instead of MPE of \$4.81 billion
- West Santa Ana Branch Corridor, use Dec 2015 Board Item #17 Attachment D of \$2 billion, instead of MPE of \$3.74 billion
- Lincoln Blvd BRT, MPE was adjusted lower with less uncertainty than before to replicate with the completed Wilshire BRT project

#### Cost Increase:

- Orange Line Conversion to LRT, current MPE is for the entire alignment, where the Dec 2015 Board Item #17 Attachment D cost was only for the E-W (N. Hollywood to Warner Center) portion
- Higher Heavy Rail project's ROW and Vehicle costs because of the recent updated information from the Purple Line Extension

## Attachment F: Funded Projects - Draft Highway Project Evaluation - Countywide Weighted Scores

Row #	Attach. D	Subregion	Project Name <sup>2</sup>	Mobility 45.0%	Economy 12.5%	Access. 17.5%	Safety 12.5%	S & QoL 12.5%	Total Score <sup>1</sup>
1	45	North County	I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd)	45.0	6.3	5.8	3.1	-1.6	58.6
2		SGV	SR-71 Gap from Mission Blvd. to Rio Rancho Rd.	22.5	10.4	11.7	9.4	-1.6	52.4
3	43	Gateway Cities	I-710 South Corridor Project	11.3	10.4	11.7	12.5	6.3	52.1
3		SGV	SR-71 Gap from I-10 to Mission Blvd.	22.5	4.2	5.8	6.3	-1.6	37.2

<sup>&</sup>lt;sup>1</sup>Total Scores may not add up due to rounding.

<sup>&</sup>lt;sup>2</sup> Project name describes the project scope that was funded. Modeled scope may vary.

## Metro Long Range Transportation Plan

## Attachment F - Draft Highway Project Evaluation - Countywide Weighted Scores

Row #	Attach. D	Subregion	Project Name <sup>2</sup>	Mobility 45.0%	Economy 12.5%	Access. 17.5%	Safety 12.5%	S & QoL 12.5%	Total Score <sup>1</sup>
1	43 (ROW only)	North County	High Desert Corridor	33.8	8.3	2.9	12.5	4.7	62.2
2	16, 24	Westside, SFV	Sepulveda Pass Transit Corridor (Ph 1)  Re-stripe 2 HOT lanes in each direction	39.4	8.3	11.7	6.3	-7.8	57.8
3	84	South Bay	I-105 Express Lane from I-405 to I-605	33.8	6.3	14.6	3.1	-7.8	49.9
4	58	Gateway Cities	I-5 Corridor Improvements (I-605 to I-710)	28.1	4.2	14.6	6.3	-9.4	43.8
5	83	South Bay	I-110 Express Lane Ext South to I-405/I-110 Interchange	22.5	2.1	11.7	3.1	-7.8	31.6
6	81	South Bay	I-405 South Bay Curve Improvements	16.9	6.3	14.6	0.0	-10.9	26.8

<sup>&</sup>lt;sup>1</sup>Total Scores may not add up due to rounding.

<sup>&</sup>lt;sup>2</sup> Project name describes the project scope that was funded. Modeled scope may vary.

## Metro Long Range Transportation Plan

## Attachment F: Funded Projects - Draft Transit Project Evaluation - Countywide Weighted Scores

Row#	Attach. D	Subregion	Project Name <sup>2</sup>	Mobility 45.0%	Economy 12.5%	Access. 17.5%	Safety 12.5%	S & QoL 12.5%	Total Score <sup>1</sup>
1		Westside	Westside Purple Line Extension Section 3 (to Westwood/VA Hospital)	45.0	8.3	10.9	12.5	10.0	86.8
2	62	Central, Gateway Cities	West Santa Ana Transit Corridor (Downtown to Pioneer Bl in Artesia)	45.0	6.3	8.8	6.3	6.3	72.5
3	12	SFV	East San Fernando Valley Transit Corridor (Orange Line to Sylmar)	33.8	4.2	13.1	6.3	7.5	64.8
4	85	South Bay	Green Line Extension to Crenshaw Blvd in Torrance	33.8	4.2	8.8	6.3	3.8	56.7
5	56, 73	SGV	Gold Line Eastside Extension: SR-60 Alignment	22.5	6.3	6.6	6.3	8.8	50.3
6	56, 73	Gateway Cities	Gold Line Eastside Extension: Washington Blvd Alignment	22.5	8.3	6.6	6.3	5.0	48.6

<sup>&</sup>lt;sup>1</sup>Total Scores may not add up due to rounding.

<sup>&</sup>lt;sup>2</sup> Project name describes the project scope that was funded. Modeled scope may vary.

## **Metro Long Range Transportation Plan**

## **Attachment F: Draft Transit Project Evaluation - Countywide Weighted Scores**

Row#	Attach. D	Subregion	Project Name <sup>2</sup>	Mobility 45.0%	Economy 12.5%	Access. 17.5%	Safety 12.5%	S & QoL 12.5%	Total Score <sup>1</sup>
1	2, 13	SFV, Arroyo Verdugo, <i>SGV</i>	BRT Connector Orange/Red Line to Gold Line	45.0	8.3	15.3	6.3	8.8	83.6
2	16, 24	SFV, Westside	Sepulveda Pass Transit Corridor	45.0	4.2	10.9	12.5	10.0	82.6
3	28	Central	Vermont Transit Corridor	39.4	6.3	13.1	12.5	8.8	80.0
4	21, 27	Westside, Central	Crenshaw Northern Extension	33.8	10.4	15.3	9.4	10.0	78.9
5	22	Westside	Lincoln Blvd BRT	39.4	10.4	15.3	6.3	3.8	75.1
6	23	Westside	Westside Purple Line Extension - Section 4 to Bundy	33.8	8.3	13.1	12.5	6.3	74.0
7	74	SGV	Gold Line Foothill Extension Phase to Claremont	45.0	6.3	6.6	6.3	6.3	70.3
8	57	Gateway Cities	Green Line Eastern Extension (Norwalk)	39.4	8.3	6.6	9.4	5.0	68.6
9	15	SFV	Orange Line Conversion	33.8	2.1	2.2	9.4	7.5	54.9

<sup>&</sup>lt;sup>1</sup> Total Scores may not add up due to rounding.

<sup>&</sup>lt;sup>2</sup> Project name describes the project scope that was funded. Modeled scope may vary.

## COG Priorities Not Modeled from Attachment D, by rank

RANK	Project	Subregion		bility 5.0%		nomy .5%		ess. .5%		ety .5%		k QoL 2.5%	Total Score 100%
1	Highway Demand Based Program	San Gabriel Valley	•	45.0	•	3.1	•	5.3	•	3.1	•	3.1	59.6
2	Transit Projects	Arroyo Verdugo	•	22.5	•	3.1	•	17.5	•	3.1	•	12.5	58.8
3	Transportation System and Mobility Improvements Program	South Bay	•	22.5	•	3.1	•	17.5	•	3.1	•	12.5	58.8
4	I-605 Corridor "Hot Spot" Interchange Improvements	Gateway	•	45.0	•	6.3	0	0.0	•	3.1	$\bigcirc$	0.0	54.4
5	Highway Operational Improvements	South Bay	•	45.0	•	3.1	0	0.0	•	3.1	•	3.1	54.4
6	Transit Program	North County	•	22.5	•	3.1	•	17.5	•	3.1	•	6.3	52.5
7	Bus System Improvement Program	San Gabriel Valley	•	22.5	•	3.1	•	17.5	•	3.1	•	6.3	52.5
8	Modal Connectivity and Complete Streets Projects	Arroyo Verdugo	•	22.5	$\circ$	0.0	•	8.8	•	6.3	•	12.5	50.0
9	Active Transportation and First/Last Mile Connections Program	Westside	•	22.5	•	3.1	•	8.8	•	3.1	•	12.5	50.0
10	Active Transportation, 1st/Last Mile & Mobility Hubs	Central	•	22.5	•	3.1	•	8.8	•	3.1	•	12.5	50.0
11	Active Transportation Program	North County	•	22.5	•	3.1	•	8.8	•	3.1	•	12.5	50.0
12	Active Transportation, Transit, and Technology Program	Las Virgenes Malibu	•	22.5	•	3.1	•	8.8	•	3.1	•	12.5	50.0
13	Active Transportation Program	Gateway	•	22.5	•	3.1	•	8.8	•	3.1	•	12.5	50.0
14	Active Transportation Program	San Gabriel Valley	•	22.5	•	3.1	•	8.8	•	3.1	•	12.5	50.0
15	First/Last Mile and Complete Streets	San Gabriel Valley	•	22.5	0	0.0	•	8.8	•	6.3	•	12.5	50.0
16	Los Angeles Safe Routes to School Initiative	Central	•	11.3	0	0.0	•	17.5	•	12.5	•	6.3	47.5

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## COG Priorities Not Modeled from Attachment D, by rank

RANK	Project	Subregion	Mobility 45.0%		Economy 12.5%		Access. 17.5%		Safety 12.5%		S & QoL 12.5%		Total Score 100%
17	Multimodal Connectivity Program	North County		11.3	0	0.0	•	17.5	•	6.3	•	12.5	47.5
18	Active Transportation Projects	Arroyo Verdugo	•	22.5	0	0.0	•	8.8	•	3.1	•	12.5	46.9
19	Complete LA River Bike Path Across the Valley	San Fernando Valley	•	22.5	0	0.0	•	8.8	•	3.1	•	12.5	46.9
20	LA River Waterway & System Bikepath	Central		22.5	0	0.0	•	8.8	•	3.1	•	12.5	46.9
21	Orange Line BRT Improvements	San Fernando Valley	•	22.5	•	3.1	•	5.3	•	3.8	•	6.3	40.9
22	Highway Efficiency, Noise Mitigation and Arterial Projects	Arroyo Verdugo		22.5		6.3	•	5.3	•	3.1		3.1	40.3
23	Highway Efficiency Program	North County	•	22.5	•	6.3	•	4.4	•	3.1	•	3.1	39.4
24	Highway Efficiency Program	Las Virgenes Malibu	•	22.5	•	6.3	•	4.4	•	3.1	•	3.1	39.4
25	Traffic Congestion Relief and Improvement Program	Las Virgenes Malibu	•	22.5	•	6.3	•	4.4	•	3.1	•	3.1	39.4
26	BRT and 1st/Last Mile Solutions such as DASH	Central		11.3		3.1	•	8.8	•	3.1	•	12.5	38.8
27	LA Streetscape Enhancements & Great Streets Program	Central	•	11.3	•	6.3	•	8.8	•	6.3		6.3	38.8
28	Multimodal Connectivity Program	Las Virgenes Malibu	•	11.3	0	0.0	•	8.8	•	6.3	•	12.5	38.8
29	Highway Efficiency Program	San Gabriel Valley	•	22.5	•	3.1	•	5.3	•	3.1	•	3.1	37.1
30	ITS/Technology Program	San Gabriel Valley	•	22.5	•	3.1	•	4.4	•	3.1	•	3.1	36.3
31	SR-60/I-605 Interchange HOV Direct Connectors	Gateway		22.5		6.3	0	0.0	•	6.3	0	0.0	35.0

## COG Priorities Not Modeled from Attachment D, by rank

RANK	Project	Subregion		bility 5.0%		nomy .5%	Acc 17.			ety 5%		QoL	Total Score 100%
32	Freeway Interchange and Operational Improvements	Central	•	22.5	•	3.1	•	4.4	•	3.1	0	0.0	33.1
33	Public Transit State of Good Repair Program	Central	•	22.5	0	0.0	•	4.4	•	3.1	•	3.1	33.1
34	Historic Streetcar	Central	•	11.3	•	6.3	•	8.8	•	3.1	•	3.1	32.5
35	SR-60/I-605 Interchange	San Gabriel Valley	•	22.5	•	6.3	0	0.0	•	3.1	0	0.0	31.9
36	SR-57/SR-60 Interchange Improvements	San Gabriel Valley	•	22.5		6.3	0	0.0	•	3.1	$\circ$	0.0	31.9
37	I-405/I-110 Interchange/HOV Connector Ramps & Interchange Improvements	South Bay		22.5	•	3.1	0	0.0	•	6.3	0	0.0	31.9
38	Goods Movement Program	Arroyo Verdugo	•	11.3	•	12.5	0	0.0	•	6.3	0	0.0	30.0
39	Goods Movement Program	North County	•	11.3	•	12.5	0	0.0	•	6.3	0	0.0	30.0
40	Goods Movement Program	San Gabriel Valley	•	11.3	•	12.5	0	0.0	•	6.3	0	0.0	30.0
41	Arterial Program	North County	•	22.5	•	3.1	0	0.0	•	3.1	0	0.0	28.8
42	I-605/I-10 Interchange	San Gabriel Valley	•	22.5	•	3.1	0	0.0	•	3.1	0	0.0	28.8
43	City of San Fernando Bike Master Plan	San Fernando Valley	•	11.3	0	0.0	•	4.4	•	3.1	•	6.3	25.0

## COG Priorities Not Modeled from Attachment D, by rank

RANK	Project	Subregion	Mobility 45.0%	Economy 12.5%	Access. 17.5%	Safety 12.5%	S & QoL 12.5%	Total Score 100%
44	Traffic Congestion Relief/Signal Synchronization Program	Central	11.3	0.0	4.4	3.1	3.1	21.9
45	Unprogrammed	Arroyo Verdugo	N/A	N/A	N/A	N/A	N/A	N/A

To Achieve the following score in a single theme:	Project must meet the corresponding criterion:
HIGH BENEFIT	Significantly benefits one or more theme goals or metrics on a <u>subregional</u> scale
MEDIUM BENEFIT	Significantly benefits one or more theme goals or metrics on a <b>corridor or activity center</b> scale
O LOW BENEFIT	Addresses one or more theme goals or metrics on a limited/localized scale (e.g., at a single intersection)
O NEUTRAL BENEFIT	Has no cumulative positive or negative impact on theme goals or metrics
NEGATIVE IMPACT	Results in cumulative negative impact on one or more theme goals or metrics

HIGH BENEFIT = 1.0	
MEDIUM BENEFIT = 0.5	
LOW BENEFIT = 0.25	
NEUTRAL BENEFIT = 0.0	

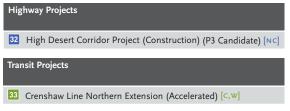
# Metro Transit & Highway Projects: 40-Year Buildout



Metro



# Metro Transit & Highway Projects: 45-Year Scenario

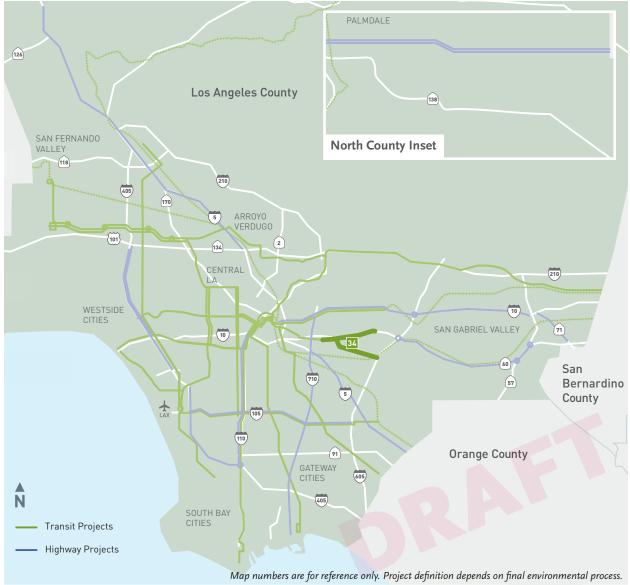






# Metro Transit & Highway Projects: 50-Year Scenario







#### MAJOR TRANSIT AND HIGHWAY CONSTRUCTION PROJECT DESCRIPTIONS

## Major Highway Construction Projects

- (Map 2) <u>I-5 North Capacity Enhancements (from SR-14 to Lake Hughes Rd.)</u> Existing facility is 4 Mixed-Flow lanes in each direction. The new project starts from SR-14/I-5 Interchange to Lake Hughes Rd. in Castaic along I-5 for a total of 14 miles. The new project consists of adding 1 Truck lane and 1 HOV lane in each direction, while maintaining existing mixed-flow lanes.
- (Map 3) SR-71 from I-10 to Rio Rancho Rd. The number of existing Mixed Flow lanes varies from 2 to 3 in each direction through this segment of the SR-71. The new project adds 1 Mixed-Flow lane in each direction on the SR-71, from I-10 to Rio Rancho Rd. for a total of 3 miles. The project will provide 3 Mixed Flow lanes throughout with 4 Mixed Flow lanes in segments.
- (Map 4) <u>SR-57/SR-60 Interchange Improvements</u> The project includes adding a new westbound on-ramp to the SR-60 at Grand Ave., street widening improvements in the vicinity of Grand Ave. and Golden Springs Dr., a new westbound off-ramp to the SR-60 and auxiliary lane to Grand Ave., freeway mainline improvements and by-pass connectors, for a total of 2 miles.
- (Map 5) <u>I-105 Express Lanes from I-405 to I-605</u> Existing facility is 1 HOV and 3 to 4 Mixed-Flow lanes in each direction. The new project re-stripes the existing HOV lane to create 2 Express Lanes in each direction for a total of 16 miles, while maintaining current number of mixed flow lanes in each direction.
- (Map 6/24) ® Sepulveda Pass Transit Corridor MODE NOT SPECIFIED Could be a new high capacity transit mode connecting the Orange Line Van Nuys station underneath the Sepulveda Pass, with a station at UCLA, terminating at Wilshire/Westwood Purple Line station. Approximately 8.8 miles. Existing facility is 4 Mixed-Flow lanes and 1 HOV lane in each direction. If private revenue to fund the project is needed, restriping the HOV lanes within the existing Right of Way to add 2 ExpressLanes in each direction (while maintaining the current 4 Mixed-Flow Lanes), from US-101 to I-10 for a total of 10 miles will be considered.

#### ATTACHMENT H

- (Map 7/18) <u>®I-710 South Corridor Project</u> Existing facility is 4 Mixed-Flow lanes in each direction. The new project will add 2 Zero Emission Truck lanes in each direction, from Pico/Anaheim in Long Beach to Bandini/Washington in Commerce for a total of 18 miles, while maintaining current mixed flow lanes.
- (Map 15) <u>I-605/I-10 Interchange</u> The new project will improve interchanges from Eastbound I-10 to Southbound I-605, Westbound I-10 to Southbound I-605, Northbound I-605 to Eastbound I-10, and Northbound I-605 to Westbound I-10.
- (Map 16) <u>I-5 South Corridor Improvements (I-605 to I-710)</u> Existing facility is 4 Mixed-Flow lanes in each direction. The new project will add 1 Mixed-Flow lane and 1 HOV lane in each direction, from I-710 to I-605 for a total of 7 miles, for a total of 5 Mixed-Flow lanes and 1 HOV lane in each direction.
- (Map 17) <u>I-405 South Bay Curve Improvements</u> Existing facility is 4 Mixed-Flow lanes and 1 HOV lanes in each direction. The project will add segments of an Auxiliary Lane in each direction to address existing bottleneck and to improve the weaving movements at on/off ramps, from Florence Ave. to I-110 for a total of 10.4 miles, while maintaining current mixed-flow lanes.
- (Map 19) <u>I-110 Express Lane Ext South to I-405/I-110 Interchange</u> Existing facility is 5 Mixed-Flow lanes in each direction. The new project is to extend the existing I-110 Express Lanes southward to the I-405, for a total of 1 mile. This will create a total of 5 Mixed-Flow lanes and 1 Express Lane for that mile.
- (Map 20) <u>SR-60/I-605 Interchange HOV Direct Connectors</u> The new project is from the North and Southbound on I-605 from Rose Hills to I-10 and on East and Westbound SR-60 from Santa Anita to Turnbull Canyon. The Interchange improvements include adding auxiliary lanes, widening lanes and bridges, interchange connectors, ramp improvements and realignments.
- (Map 26) <u>I-405/I-110 Express Lanes Direct Connect Ramps & Interchange</u> <u>Improvements</u> – The new project provides direct connector ramps between Express Lanes on the I-110 and I-405.

#### Major Transit Construction Projects

(Map 8) <u>®Airport Metro Connector (includes Green Line extension terminus)</u> – 96th Street Station to LAX People Mover with a new Green Line Terminus and consolidated bus interface for 13 Metro and Municipal bus lines. The project includes a terminal building that connects the Metro Regional Rail system to a Los Angeles World Airport sponsored Automated People Mover into LAX, restrooms, wifi, retail, passenger pick-up and drop-off area, and other pedestrian and bicycle amenities (such as a bike hub and future bike share) could be included.

### ATTACHMENT H

- (Map 9) <u>®East San Fernando Valley Transit Corridor</u> A high-capacity transit project, mode to be determined, that connects the Orange Line Van Nuys station to the Sylmar/San Fernando Metrolink Station. Consisting of 14 stations, 9.2 miles.
- (Map 10) <u>Bus Rapid Transit Connector Orange/Red Line to Gold Line</u> A bus rapid transit project from North Hollywood Orange/Red Line Station to Pasadena, route to be determined, with a station-to-station connection to the Gold Line. Approximately 15.3 miles.
- (Map 11) Gold Line Foothill Extension to Claremont A light rail extension of the Gold Line from its current terminus at Citrus College Station to the Claremont Metrolink Station through the cities of Claremont, Glendora, La Verne, Pomona, and San Dimas. Consisting of 5 stations, 11 miles.
- (Map 12) ® Westside Purple Line Extension to Westwood/VA Hospital (Section 3) This is an extension of Purple Line Subway Section 2 along Wilshire Blvd from Avenue of the Stars in Century City west to Westwood/VA Hospital. Connection to Sepulveda Pass Subway (HRT) at Westwood/UCLA Station. Consisting of 2 stations, 2.5 miles.
- (Map 13/25) ® West Santa Ana Transit Corridor New light rail connection from the City of Artesia to Union Station spanning 20 miles using city streets, Metro, and ports owned rail right-of-way.

### (Map 14) Orange Line BRT Improvements

OPERATION SHOVEL READY PROJECT: Grade separations, at critical intersections, along the Metro Orange Line which would allow buses to operate over or under the cross-streets without having to stop for signals, and greatly improve travel times through key intersections, in addition to other improvements.

- (Map 23) <u>Vermont Transit Corridor</u> A 12.5 mile high capacity bus rapid transit corridor from Hollywood Blvd to 120<sup>th</sup> Street, just south of the Metro Green Line.
- (Map 21) <u>®Metro Gold Line Eastside Phase II (one alignment)</u> Extension of the existing Gold Line Eastside light rail corridor beginning at the existing Gold Line Atlantic Station eastward either SR60 to South El Monte (6.9 miles) or Washington Blvd to Whittier (9.5 miles). A single alignment is to be determined based on the environmental process.
- (Map 22) <u>®South Bay Green Line Extension to Torrance Transit Center/Crenshaw</u> <u>Blvd</u> Extension of a light rail line from its current terminus at the Redondo Beach Station to the Torrance Transit Center at Crenshaw Blvd. Consisting of up to 4 stations, 4.7 miles.
- (Map 27) <u>Crenshaw Light Rail Northern Extension to West Hollywood</u> A light rail line from the terminus of the current project at Exposition and Crenshaw to the Red Line at Hollywood/Highland, route to be determined. Approximately 6 to 9 miles.

### ATTACHMENT H

- (Map 28) Orange Line Conversion to Light Rail A conversion of the existing Orange Line BRT to LRT, from Warner Center to North Hollywood. Consisting of 14 stations, 14.5 miles.
- (Map 29) <u>Lincoln Blvd BRT Connecting LAX to Santa Monica</u> A bus rapid transit corridor from the Airport Metro Connector (96<sup>th</sup> St Station) north along Lincoln Blvd, terminating at 4<sup>th</sup>/Colorado (Expo Line). Approximately 8.8 miles.
- (Map 30) Green Line to Norwalk Metrolink Station A 2.8 mile light rail extension of the Metro Green Line from its existing terminus at the I-605 in Norwalk/Santa Fe Springs Metrolink Station.
- (Map 31) <u>Sepulveda Pass Corridor Westwood to LAX</u> An approximately 10 mile extension from the Metro Purple Line Wilshire/Westwood Station to the Airport Metro Connector Station at 96<sup>th</sup> Street/Aviation Blvd at LAX.
- (Not Shown on Map) <u>Crenshaw/LAX Track Enhancement Project</u> The Crenshaw/LAX project is a light rail line, currently under construction, a portion of which runs in a trench adjacent to the LAX runways and the LAX Runway Protection Zone. Metro is installing a cover over the portion of the below grade trench that are currently open. The Final Environmental Statement/Final Environmental Impact Report (FEIS/FEIR) describes this condition and requires that this trench be covered in its entirety when funding becomes available.
- (Not Shown on Map)

  Complete LA River Bike Path San Fernando Valley Gap
  Closure This project will close approximately 12 miles of gaps in the existing LA River Bike
  Path--from Canoga Park to the City of Glendale--where it will connect to an existing path that
  ends in Elysian Valley, north of Downtown LA, yielding 26 miles of continuous bike path.
  (Combined with completion of the 8-mile LA River Bike Path Central Connector, the 51-mile
  LA River Bike Path--from Canoga Park to Long Beach--would be completed.) This project,
  connecting Downtown Los Angeles to the San Fernando Valley, would complete the LA River
  Bike Path.
- (Not Shown on Map)

  LA River Waterway & System Bike pPath Central

  Connector This project will close an approximately 8 mile gap in the existing LA River Bike

  Path from Elysian Valley through Downtown Los Angeles and the City of Vernon to the City of

  Maywood, yielding 31 miles of continuous path. (Combined with completion of the 12-mile LA

  River Bike Path San Fernando Valley Connector, the 51-mile LA River Bike Path--from Canoga

  Park to Long Beach--would be completed.) This project will connect Canoga Park to Elysian

  Valley and close 12 miles of gaps along the LA River.

### **ATTACHMENT H**

(Not Shown on Map) <u>City of San Fernando Bike Master Plan</u> – This project will create a bike path to run along the Pacoima Wash.

(**Not Shown on Map**) <u>Historic Downtown Streetcar</u> – This streetcar project is located in downtown Los Angeles with a round-trip length of approximately 3.8 miles. It would run within existing traffic lanes from 1st Street on the north to 11th Street on the south.

ATTACHMENT I

### **Systemwide Connectivity for Passengers and Goods**

Central to the efficient performance of the county transportation system is ensuring connections to major facilities that attract and generate significant vehicle and truck travel. These regional facilities for passengers and goods include airports, seaports, central rail stations, and the modernization of highway and transit infrastructure that serve these facilities. This program is intended to support systemwide highway improvements, access to airports and seaports, and transit connectivity and modernization. Systemwide highway improvements include improved technology to better manage traffic flow on freeways and roadways, freeway construction projects that eliminate key bottlenecks and enable increased volumes of commuters to travel on freeways at faster speeds through new carpool lanes, and expanded services that eliminate bottlenecks created by traffic incidents such as Freeway Service Patrol. Access improvements to the Los Angeles County airports and seaports include projects that improve the direct access to the airports and seaports from the highway system, improving the flow of goods and passengers on the highway system while reducing the impact of truck and vehicle traffic to the surrounding communities through projects that use technology to reduce air pollution emitted from truck traffic. Transit connectivity and modernization projects include improved transit connections to Los Angeles County airports, between Metro and Metrolink rail services and other enhancements to the aging passenger rail system to allow service to meet growing travel demand.

### **Funding and Eligible Projects**

Funding for the Systemwide Connectivity program will come from a special designation from the Highway Capital Projects (2% of 17%) and the Transit Capital Projects (2% of 32%) for a total of 4% of the total sales tax revenues. Funding from this program is divided over projects with direct commitments of funding as identified in the Expenditure Plan and those projects to be identified through a future planning process. The following list identifies projects representative of those types of projects eligible for funding from the Systemwide Connectivity program through the future planning process. Funding for these projects is intended to be made available on a competitive basis over the life of the sales tax measure to support the leveraging of local, state, and federal freight funds. Projects with direct commitments of funding from the Systemwide Connectivity program include: (1) the Airport Metro Connector/96th Street Station/Green Line Extension to LAX; (2) the Crenshaw/LAX Track Enhancements; and (3) Countywide Bus Rapid Transit (BRT) Expansion. These project funding amounts and schedules are identified in the Expenditure Plan.

the potential for increasing transit access, improving regional mobility, reducing transportation costs, and easing commutes, all at a relatively limited cost. It provides a cost effective way for ridership to grow prior to instituting major capital investments. In December 2013, Metro Completed the Los Angeles County BRT and Street Design Improvement Study (CBRT) to identify, analyze and develop recommendations for an effective Countywide BRT system. The CBRT Study's overall approach was designed to leverage the success of the Metro Rapid program as well as the Metro Orange and Silver Lines, thereby creating a faster, more seamless,

### **ATTACHMENT I**

### **Systemwide Connectivity - Representative Projects\***

\* Projects shown are representative of those types of projects eligible for funding over the life of the potential ballot measure through future competitive processes. The identified list of projects is based upon input from the regional facility agencies, including the airports and sea ports, with focus on those projects that provide direct access to and from the state highway system or regional transit system.

	Project
1	Transit
2	Green Line Extension to Norwalk Metrolink Station
3	Metrolink Capital Projects
4	Division 20 Portal Widening and Turnback Facility
5	Union Station Improvements
6 7	Southern California Regional Interconnector Project (Metrolink Run-Through) Union Station Master Plan (USMP) Infrastructure Improvements
8	Bob Hope Airport Access Improvements
9 10	Metro Red Line Extension: North Hollywood to Burbank Airport Union Station/Burbank/Glendale Light Rail Transit (LRT)
11	Highway
12	Bob Hope Airport Access Improvements
13	Clybourn Ave: Grade separation at railroad tracks / Vanowen St / Empire Ave
14	Los Angeles Airport (LAX) Access Improvements
15	I-405: Construct LAX Expressway
16 17	Interstate 405 (I-405) Direct High Occupancy Vehicle (HOV) Connector to LAX Provide an on-ramp to I-405 northbound from northbound La Cienega Boulevard
18	Palmdale Airport Access Improvements
19	Rancho Vista Grade Separation Project from Fairway Drive to 15th Street East
20	Long Beach Airport Access Improvements
21	Bellflower Blvd./ Spring St. Freeway Approaches
22	Lakewood Blvd. / Spring St. Freeway Approaches
23	Wardlow Rd. / Cherry Ave. Intersection Widening and Freeway Approaches
24	Port of Los Angeles (POLA) Improvements
25	Alameda Corridor Terminus - West Basin Track (West Basin 2 <sup>nd</sup> Mainline Track)
26	SR 47/V. Thomas Bridge/Harbor Blvd. Interchange
27	SR 47/Navy Way Interchange
28	Port of Long Beach Improvements
29	Port Area Advanced Transportation Management and Information System 2.0
30	Goods Movement Technology - FRATIS, ZE/NZE Emissions Technology
31	Systemwide Highway Improvements
32	I-210 HOV Lanes (I-5 to SR-134)
33 34	SR-57 HOV Lanes (SR-60 to I-210) SR-2 HOV Lanes (SR-134 to Glendale Blvd)
35	I-405 Express Lanes (I-110 to I-105)
36	Downtown I-5 Flyover at the I-10/US-101 Interchange
37	I-5 HOV Lanes (SR-134 to I-110)
	SR-60 HOV Lanes (US-101 to I-605)
	Freeway Service Patrol Expansion
40	Highway TSM&O and Freeway Smart Corridors

### Potential Ballot Measure: Operations and other Programs

### Introduction

This potential ballot measure is designed to ease congestion by expanding LA County's transportation network. Los Angeles is building the best, most innovative, balanced, customer-focused transportation system in the world. Thanks to Measure R, two more rail lines are opening this year and three more are under construction. The entire region is involved: each city, each transit operator and all the regional stakeholders are shaping the landscape of Los Angeles County.

The region faces many challenges in easing congestion and traffic. With population expected to grow by ¾ of a million people in the next decade, it is vital that LA invests in its' transit infrastructure, building and maintaining assets now and for the next century.

A ballot measure designed to provide funding for an integrated, connected, multimodal transportation network to serve all residents of Los Angeles County must include reasonable funding levels for all categories, including countywide transit operations, Metro Rail operations, state of good repair, commuter rail, ADA-mandated paratransit service, and local return.

To reflect the ongoing transportation needs of the region, to seek input from all stakeholders and to establish need-based recommendations for transit operations and other programs categories, a working group of representatives from ten transit agencies (seven of whom are part of cities), two cities and the County of Los Angeles was set up (the "Working Group"). The intent of the Working Group was to reflect and represent the ongoing transportation needs of the region.

The results of the Working Group were presented to Metro staff for use as a starting point for the Operating and other programs Category funding in the expenditure plan draft (included at the end of this attachment). The next section details Metro's staff recommendation, including descriptions, justifications, projected need and projected funding allocations for each of the categories.

### **Metro Staff Recommendation**

## Transit Operations 20%

For countywide transit operations(consistent with ridership patterns), Metro and Municipal Operators, allocated through the Formula Allocation Procedure (FAP). Funding will improve system safety and customer service, and fund state of good repair while providing faster, frequent, reliable and accessible services, while prioritizing enhanced services in transit dependent areas.

Los Angeles County requires a robust, accountable and sustainable plan to meet the transportation needs of its 10.4 million residents. In addition to being one of the most populous, Los Angeles County is also the most congested region in the nation after Washington, DC. Los Angeles County residents, on average, spend 80 hours of their time and 19 gallons of fuel in traffic jams each year. With the population expected to grow by another 750,000 people in the next decade, alternatives to driving alone are needed now more than ever in order to ease congestion in the region. In order to encourage use of public transit, improvements must be made in the following areas:

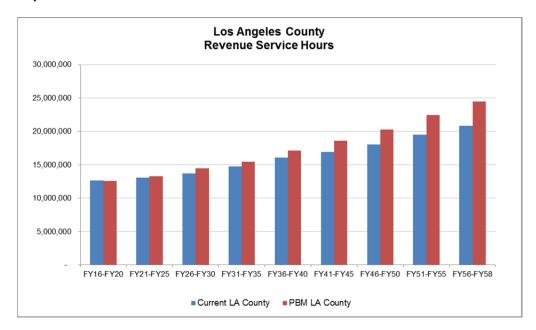
- Faster Service: Investing in more BRT services, expanded freeway bus services and other, more direct
  and on demand "emerging transit alternatives", will decrease travel times for our customers. In addition,
  bus stop dwell times will be reduced through additional off board fare payment options and street
  improvements such as bus stop bulb out (curb extension).
- **Frequent Service:** Establishing all-day frequent bus service on high demand corridors will increase the convenience, usability, and attractiveness of the transit network.
- Reliable and Accessible Service: With improved line management, more fixed guideways, transit
  priorities, and accessibility to more transit services, this provides residents with greater public access, that
  they can count on, to all parts of the County.
- System safety: Providing a safe system for our riders and our communities is essential. The safety of our system includes the maintenance and improvement of our infrastructure (from vehicles, transit facilities, bus stops, stations, etc.) as well as the safety of our patrons.
- Customer experience: Enhancing the overall customer experience is essential in attracting more riders to our expanding system. As emerging technology becomes the foundation of everyday life for a changing demographic, we need to ensure the system is simple to use, convenient, and provides instant information. Advancements in technology that not only provides real-time information on schedules and service alerts, but also for promotions relevant to location, time of day, day of week, or discounted fares based on real time service demand, will ensure that our system stays ahead of the technology curve that will be expected from LA County residents and visitors alike.

Focusing on these areas will improve the overall customer experience and provide the region with better transportation options and a balanced transit system for the next century.

With the expansion of Metro Rail service throughout the county, municipal operator systems are critical feeder services and first/last mile connections to new infrastructure expansion. Throughout the region, funding from the potential ballot measure would also be used to expand the regional transportation system in innovative new ways to accommodate demographic and demand shifts. By creating a balanced, more flexible multi-modal

transportation system, more people will be able to travel at the same time, easing congestion and speeding up travel time countywide.

As service expands and mobility improves throughout the region, ridership is projected to increase over the next 40 years. The chart below illustrates the projected the increase in revenue service hours throughout the county over the next 40 years.



Transit services (bus services – Metro and Municipal Operators, BRT, and Metro Rail) throughout the county will have the capacity to double, with transit usage and ridership potentially tripling. With faster, frequent, reliable, accessible services available, shifts in current travel modes to public transit will reduce single occupancy vehicles and ease congestion throughout the county.

	Transit Opera	itions	
(\$ in millions)	<b>Annual Allocation</b>	Annual (\$FY18)	Total (\$YOE)
Existing Measure R (ends FY39)	20% of 1/2 cent	\$170.2	\$5,796.0
Potential Ballot Measure Addit	ion		
FY18 - FY39	20% of 1/2 cent	170.2	5,796.0
FY40 - FY57	20% of 1 cent	340.4	18,127.0
		Total PBM Addition	\$23,923.0
Total Measure R + Potential Ba	allot Measure (FY	18 - FY57)	\$29,719.0

The Potential Ballot Measure will provide up to an additional \$23.9 Billion, over the next 40 years to ease congestion throughout the county. Transit operations funds will be distributed to Metro and the Municipal Operators according to the Formula Allocation Process (FAP).

<u>Recommendation</u> – 20% over the life of the expenditure plan, providing approximately \$23.9 Billion in year of expenditure.

### Local Return 16%

For 88 local jurisdictions and Los Angeles County, allocated by population. Funds are used for communities' transportation needs, including transit, streets and roads, storm drains, "Green" streets, Active Transportation Projects, Transit Oriented Communities' Investments and other unmet transit needs.

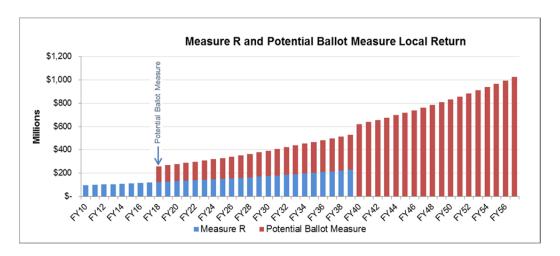
Each of Metro's sales tax measures includes a dedicated funding source for allocation to local jurisdictions throughout Los Angeles County. These funds are used by 88 cities and the County of Los Angeles for their transit services, transportation projects and infrastructure improvements. There are more than 4700 miles of major roads and local streets with hundreds of traffic control devices such as traffic signals, pedestrian crossing signs, and signal synchronization systems.

The Potential Ballot Measure will more than double the Measure R Local Return funds from 2017 to 2057 (forty years), with 15% of Measure R sales tax receipts plus 16% of the new ballot measure's receipts going to Local Return. These additional funds will be used to improve local neighborhoods and communities with projects such as major street resurfacing and rehabilitation, pothole repair, left turn signals, Active Transportation Projects (ATP) such as bikeways, pedestrian improvements, and traffic control measures such as signal synchronization, technological innovations. They will also provide additional funding for local transit services, such as those represented by the LTSS and Tier 2 operators.

	Local Return		
(\$ in millions)	<b>Annual Allocation</b>	Annual (\$FY18)	Total (\$YOE)
Existing Measure R (ends FY39)	15% of 1/2 cent	\$127.7	\$4,347.0
Potential Ballot Measure Addition			
FY18 - FY39	16% of 1/2 cent	\$136.2	4,637.0
FY40 - FY57	16% of 1 cent	272.4	14,501.0
	To	otal PBM Addition	\$19,138.0
Total Measure R + Potential Ballo	\$23,485.0		

The Potential Ballot Measure will provide up to an additional \$19.1 Billion, over the next 40 years to pursue each local cities' transportation priorities and needs.

Currently, 9% of the Measure R Local Return funds are used for public transit. The Potential Ballot Measure provides maximum flexibility for local jurisdictions for use of these funds, allowing jurisdictions to potentially double the amount they can allocate for local transit or for other transit projects, based on their priorities and needs.



As part of the Local Return program, oversight and maintenance of efforts will be developed, with annual audits, providing for strict oversight and full transparency on the use of these funds to ensure compliance with the ordinance. Local Return program guidelines will be developed through a Working Group that is represented by the cities. The guidelines will provide for flexible financing options, allowing local jurisdictions to issue its own debt or work with Metro to issue bonds on their behalf.

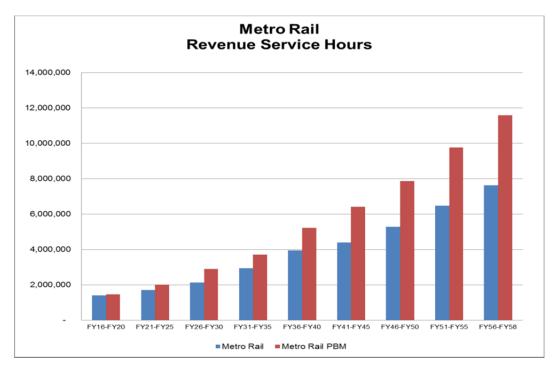
<u>Recommendation</u> – 16% over the life of the expenditure plan, providing approximately \$19.1 Billion in year of expenditure.

## Metro Rail Operations 5%

For Metro Rail Operations, emphasizing system safety, improved customer service and faster, frequent, reliable and accessible services. To fund growing rail operating needs and rail state of good repair due to the expansion of the rail system.

Metro Rail is the backbone of the county's transit network, providing service in highly congested corridors and moving more riders at greater speeds. Historically, every time a rail line opens, transit ridership has increased, doubling in that corridor. Rail service is provided on fixed guideways, resulting in faster and more reliable service. Not only does rail relieve congestion by offering another transit option, it also transforms communities by presenting transit-oriented development opportunities around rail stations. As these projects open and the Metro Rail network expands, dedicated funding will be needed to operate and maintain the service necessary to serve the mobility needs of the region. Funds can be used to supplement rail state of good repair needs.

In FY15, the Metro Rail system consisted of six lines and 87 route miles. Within the next few months, it will expand to 106 route miles, and by 2030 grow to over 125 route miles. The new ballot measure will provide even more: over 100 more route miles, over 20 light and heavy rail lines and over 70 more stations. New funding dedicated to Metro Rail operations will address this need. Supplementing the 5% allocation for Metro Rail operations from Measure R with another 5% and ensuring the funding will continue until at least 2057 are critical steps to the success of the plan for Metro Rail expansion.



Over the next 40 years, rail service has the capacity to increase up to 10 times, with frequent service allowing for 2 minute headways and more car consists to meet ridership demands. With this expansion and increase, rail service could represent half of the county's transit services. Rail service increases system speed and capacity for transit, allowing for more boardings per hour and per mile, to ease congestion and traffic in the county.

Metro Rail Operations											
(\$ in millions)	<b>Annual Allocation</b>	Annual (\$FY18)	Total (\$YOE)								
Existing Measure R (ends FY39)	5% of 1/2 cent	\$42.6	\$1,449.0								
Potential Ballot Measure Addit	Potential Ballot Measure Addition										
FY18 - FY39	5% of 1/2 cent	42.6	1,449.0								
FY40 - FY57	5% of 1 cent	85.2	4,532.0								
	Total PBM Addition \$5,98										
Total Measure R + Potential Ba	Γotal Measure R + Potential Ballot Measure (FY18 - FY57)										

The Potential Ballot Measure will provide up to an additional \$5.9 Billion, over the next 40 years to ease congestion throughout the county.

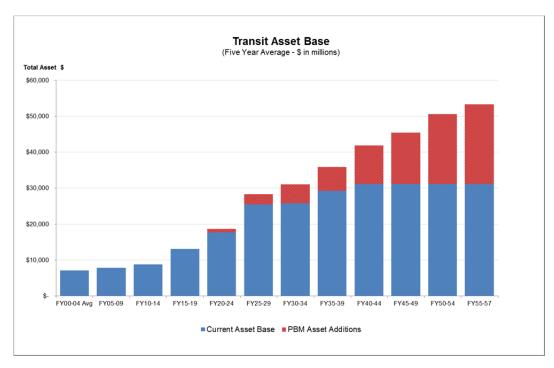
Recommendation – 5% over the life of the expenditure plan, this would provide approximately \$5.9 Billion.

Metro State of Good Repair, Safety Improvements and Aging Infrastructure (NEW) A robust state of good repair program is necessary to keep the current aging infrastructure, such as Blue Line, and expanding system in top form. A dedicated funding source will allow for quality, reliable, on-time, and uninterrupted services for our riders. Currently no dedicated funding for state of good repair exists.

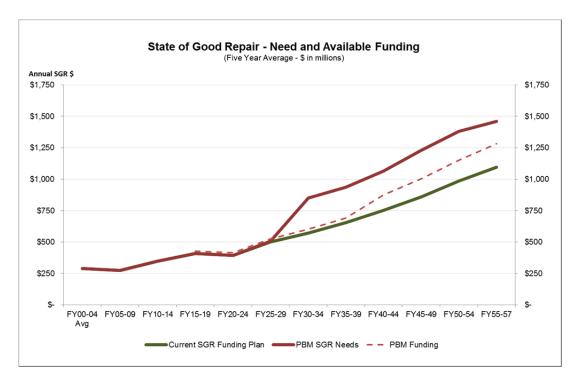
2%

State of Good Repair is closely aligned with safety and security and is the first mega-trend that all transit agencies are facing. While we continue to expand, it is critical to take care of what we have and what we will build to prevent safety issues. An emphasis on SGR is critically necessary to keep the expanding transit system in top form. A robust SGR funding program is a top tier priority to ensure safety, earthquake retrofitting of infrastructure, and to prevent breaks in service delivery or unanticipated equipment failures during the course of providing transit service for Metro's 1.4 million average daily boardings.

Thanks to Measure R, the Metro Rail transit infrastructure will grow to over 125 route miles by 2030. This combination of older and newer rail systems places increased loads on our older rail infrastructure to service the new destinations. To address this, Metro must ensure that we maintain the existing Metro Rail system, which in some corridors is over a quarter century old and does not have a dedicated funding source for its increasing SGR needs. In addition, our asset base continues to expand as we build new lines, and SGR expenses for new services will increase accordingly.



The asset base will continue to grow as Measure R projects are completed and as older assets are replaced. For the FY15-FY19 time frame, the estimated asset base will be over \$14 billion and is estimated to be over \$50 billion, after the term of the new ballot measure. The chart below shows the projected funding need to maintain these assets in a state of good repair. The red line denotes our projected funding need, the green line denotes our current funding plan, the gap between these two lines is the funding gap.



The resources needed to maintain this expanding system will need to grow. Assuming an average asset lifespan of 25 years, revenue sources will be insufficient to keep up with the costs associated with State of Good Repair efforts. In recent years, Metro has been diverting Operations eligible funding to supplement SGR project resources. While this is helping to restore assets in a state of good repair, it is not a sustainable practice. A 2% allocation of the potential ballot measure will alleviate near term funding pressures to maintain SGR. However, with the continued asset growth due to transit expansion beyond Measure R, the 2% allocation is also not a long term solution to the SGR problem as costs to maintain growing Metro assets is expected to outpace available SGR dedicated resources. Metro is taking steps to further mitigate this funding gap in the Asset Management Plan by utilizing a condition-based asset approach, which will assess the assets' condition rather than just the age of the asset.

State of Good Repair, Safety Improvements and Aging Infrastructure											
(\$ in millions)	Annual Allocation	Annual (\$FY18)	Total (\$YOE)								
Existing Measure R (ends FY39)	None	-	-								
Potential Ballot Measure Addition	Potential Ballot Measure Addition										
FY18 - FY39	2% of 1/2 cent	17.0	580.0								
FY40 - FY57	2% of 1 cent	34.0	1,813.0								
	T	otal PBM Addition	\$2,393.0								
Total Measure R + Potential Ballot N	\$2,393.0										

The Potential Ballot Measure will provide up to \$2.4B over the next 40 years to maintain our expanding and aging infrastructure. This dedicated funding source will allow us to leverage federal and state grants and bond financing.

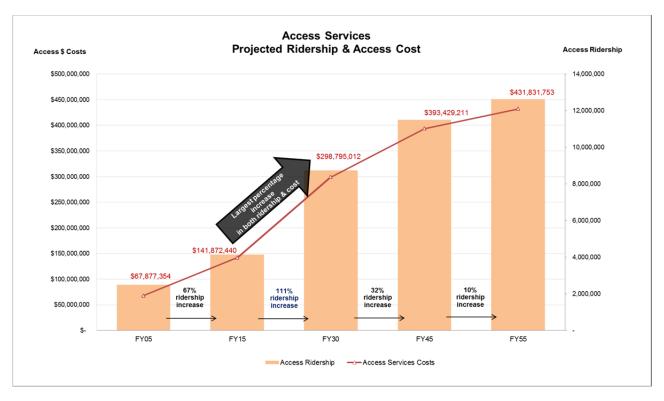
Recommendation – 2% over the life of the expenditure plan, providing approximately \$2.4 Billion in year of expenditure. Note: Create provision where Metro Board can increase State of Good Repair percentage after 2039, based on the condition of assets, when approximately 15 rail lines will be in operation.

# Americans with Disabilities Act (ADA) Paratransit Services for the Disabled; Discounts for Seniors and Students 2%

(NEW) To fund paratransit services mandated by the American with Disabilities Act (ADA) and student discounts. Currently no dedicated funding for ADA-mandated paratranst exists.

Paratransit services are mandated by the Americans with Disabilities Act (ADA). In Los Angeles County, ADA paratransit is currently provided by Access Services (Access) on behalf of 44 fixed-route operators including Metro. No funding for ADA paratransit service was included in previous ballot measures. ADA paratransit costs and demands are growing due to demographic shifts of an aging population of baby boomers and cuts in human services transportation funding.

The provision of compliant ADA-mandated paratransit services is considered a civil right under federal law and must be appropriately funded. Access has traditionally been funded using federal and local funds which have not been growing at the same rate as ADA paratransit demand. From 2005 through 2015, demand for ADA paratransit services has increased by 67% and is expected to continue growing at a significant rate in the years ahead, as seen in the graph below. Over the next 15 years, ADA ridership is expected to significantly increase by 111%, with projected costs doubling to \$298M in FY30.



In order to minimize the impact of funding for other fixed route services, there is a pressing need for a new, dedicated source of funding to maintain a quality, compliant ADA paratransit system.

ADA Paratransit Service for the Disabled; Discounts for Seniors and Students										
(\$ in millions)	<b>Annual Allocation</b>	Annual (\$FY18)	Total (\$YOE)							
Existing Measure R (ends FY39)	None	-	-							
Potential Ballot Measure Addition										
FY18 - FY39	2% of 1/2 cent	17.0	580.0							
FY40 - FY57	2% of 1 cent	34.0	1,813.0							
	Т	otal PBM Addition	\$2,393.0							
Total Measure R + Potential Ballot N	\$2,393.0									

The Potential Ballot Measure will provide up to \$2.4B over the next 40 years to serve our seniors and people with disabilities in the coming decades, which is one of the primary challenges to transit systems on both an operational and financial basis.

 $\underline{Recommendation} - 2\% \ over \ the \ life \ of \ the \ expenditure \ plan, \ providing \ approximately \ \$2.4 \ Billion \ in \ year \ of \ expenditure.$ 

### Regional Rail 1%

Improvements for regional rail service within Los Angeles County, includes operating, maintenance, expansion, and state of good repair

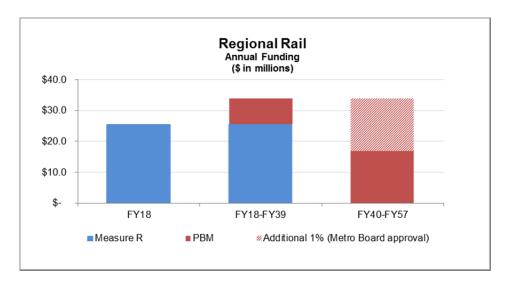
Metrolink is the only inter-county commuter rail system, providing connectivity for Los Angeles County residents with long distance travel options between six counties in Southern California. Commuter Rail funding will be eligible for operating, maintenance, expansion and state of good repair improvements within Los Angeles County.

As Metrolink's largest partner, Metro is seeking to increase services and safety investments throughout Los Angeles County. Funds will be used to provide strategic investments in additional track capacity, grade crossing and other safety improvements and enhance service levels in the Antelope, San Fernando, and San Gabriel Valleys. Proposed projects include pedestrian and vehicle crossing improvements in the cities of Lancaster, Palmdale, and Santa Clarita and the continued implementation of Sealed Corridor improvements on Metro owned rights-of-way through the San Fernando Valley. Additional projects include track expansion improvements in the San Fernando Valley to allow increases in system speeds and increase service capacity. With increased services the need for vital safety improvements, Metro has also targeted over 160 railroad crossings in Los Angeles County that are in need of vital improvements to enhance the safety of residents, pedestrians, and passengers alike.

Additional service expansion is also expected on the Antelope Valley, <u>as a first priority</u> and San Bernardino Lines, carrying the largest number of Los Angeles County residents. Increased mid-day and nighttime services are necessary to address the reverse peak and off-peak service as Metrolink transitions to a more balanced regional rail system offering bi-directional travel.

Metro currently provides the largest commuter rail funding contribution to the commuter rail agency, Metrolink, among all of the Member Agencies. However, this funding amount is not in alignment with Metrolink's governance structure. As a partner in Metrolink, Metro's contributions are matched by up to an additional \$3 dollars by the other Member Agencies and fare revenues – each dollar can equal up to four. Capital Expenditures are matched up to a dollar for dollar basis by Federal, State or other Local Funds.

Regional Rail											
(\$ in millions)	<b>Annual Allocation</b>	Annual (\$FY18)	Total (\$YOE)								
Existing Measure R (ends FY39)	3% of 1/2 cent	\$25.5	\$869.0								
Potential Ballot Measure Addit	Potential Ballot Measure Addition										
FY18 - FY39	1% of 1/2 cent	8.5	290.0								
FY40 - FY57	1% of 1 cent	17.0	906.0								
	Total PBM Addition \$1,196.0										
Total Measure R + Potential Ba	\$2,065.0										



The Potential Ballot Measure will increase Regional Rail allocation by \$8.5M annually from FY17-FY39, for a total of \$1.2 Billion over the life of the measure to pursue vital infrastructure improvements. In addition, Regional Rail capital projects are also eligible to participate in the 2% of the regional asset projects, included in the 32% Transit Construction portion.

Recommendation – 1% over the life of the expenditure plan, providing approximately \$1.2 Billion in year of expenditure. Note: Create provision where Metro Board can increase Regional Rail percentage up to an additional 1% after 2039 based on verifiable service improvements.

### **Working Group Formation and Process**

The final list of categories and Working Group representatives for each category is as follows:

- Transit Operations: The Los Angeles County Municipal Operators Association (LACMOA) provided the following representatives:
  - Art Ida, Culver City Bus Lines
  - > Ed King, Santa Monica Big Blue Bus
  - > Kim Turner, Torrance Transit
- Metro Rail Operations:
  - Melissa Wang, Metro
- State of Good Repair:
  - Greg Kildare, Metro
- Commuter Rail:
  - Art Leahy (replaced by Anne-Louise Rice), Southern California Regional Rail Association (SCRRA)
- ADA Paratransit:
  - Andre Colaiace, Access Service
- Local Transit Systems: The Local Transit Systems Subcommittee (LTSS) provided the following representatives:
  - Justine Garcia, City of Glendora
  - > Sebastian Hernandez, City of Pasadena
- Tier 2 Operations:
  - Kari Derderian, Los Angeles Department of Transportation (LADOT)
  - > Kathryn Engel, City of Glendale
- Local Return: The Technical Advisory Committee (TAC) provided the following representatives:
  - Pat DeChellis (replaced by Pat Proano), Los Angeles County Department of Public Works
  - Dan Mitchell, LADOT
  - Mohammad Mostahkami, City of Downey

The Working Group met five times from November 2015 through January 2016. Realizing no single interest group was going to get everything desired, the Working Group negotiated down to three options, each of which had varying levels of support from the representatives, with Option 1 as the preferred option. These three options are presented in the table below.

### **Working Group Results**

The funding breakdowns of the final three options considered by the Working Group are shown in the table below. The augment and extend construct of the Potential Ballot Measure builds on and dovetails with Measure R. For that reason and for comparison purposes, the closest equivalent Measure R categories are also shown.

### Potential Ballot Measure Non-Capital Working Group Final Funding Breakdown Options and Priority Votes

Option Number	1	2	3	
Option Sponsor	Metro	Local Return	Commuter Rail	Measure R (for Comparison)
Funding Category				
Transit Operations (Distributed by FAP)	20%	20%	20%	20%
Metro Rail Operations	5%	5%	5%	5%
Metro State of Good repair	6%	3%	1%	2% Rail Imp, \$150M Clean Fuel Buses
Commuter Rail (Ops/Cap Flexible)	1%	1%	5%	3% Capital Only
ADA Paratransit (Ops/Cap Flexible)	3%	1%	2%	0%
Local Transit Systems (LTSS)	0%	0%	1%	0%
Tier 2 Operators	0%	0%	1%	0%
Local Return	15%	20%	15%	15%
Total Percentage of Entire Measure	50%	50%	50%	45% <del>+</del>
Subgroup Priority Ranking (1=highest)				
LACMOA Municipal Operators	1	2	3	
ADA Paratransit	1	3	2	
Commuter Rail	2	3	1	
LTSS/Tier 2	3	2	1	
Local Return	2	1	3	
Metro	1	2	3	
Average Subgroup Priority Score	1.67	2.17	2.17	
Average Subgroup Priority Ranking	1st	2nd (tie)	2nd (tie)	

Limiting the Operations and other Programs funding to 50% of the total created tight constraints for all categories. For example, the Local Return percentage in all three options falls below the 25% level requested by the North County and South Bay COGs in their Initial Stakeholder Input Submittals. In the case of Local Return, the COG's Capital funding requests for Active Transportation Projects and/or Transit projects, eligible categories for Local Return dollars, provides supplemental funding to the percentages listed on this table.

### Regional Active Transportation Program (ATP) - 2% Allocation

The Regional Active Transportation program is a multimodal program of regionally significant projects that encourage, promote and facilitate environments that promote walking, bicycling, rolling modes and transit use, as part of a robust and integrated countywide transportation system. Through various policies and programs, Metro both leads the development of active transportation infrastructure and programs, and provides local jurisdictions with technical support needed for local planning efforts and implementation. To continue this effort, and in response to stakeholders, Metro has created a 2% portion of the draft Expenditure Plan, which is expected to generate \$17 million annually in the first year and more than \$2.4 billion over the 40-year life of the measure.

Approximately half of the allocated ATP funds would be used to fund Projects that would be consistent with Metro's Active Transportation Strategic Plan Potentially eligible projects including Safe Routes to Schools, complete streets improvements, and first/last mile connections with public transit such as bicycle facilities including bike hubs, protected bike lanes connecting the transportation network, and the countywide bike share program.

These funds, administered by Metro, will be available for the purposes of implementing the Countywide Active Transportation Network, as identified in Metro's Active Transportation Strategic Plan to improve access to transit; enhance safety; promote clean transportation options; improve public health; and foster healthy, equitable, and economically vibrant communities where all residents and visitors have greater transportation choices and access to key destinations. These funds will be made available by Metro for projects and programs that Implement the Countywide Active Transportation Network, as identified in Metro's Active Transportation Strategic Plan and which specifically improve connectivity among rail and bus lines, other active transportations facilities and population centers to employment and educational centers. Outcome expected include the following:

- Increase the number of trips made by people who walk or bicycle, rather than drive alone;
- Enhance safety and improve the physical environment for people who walk, bicycle, and take transit;
- Implement;
- Provide bicycle education and training;
- Demonstrate innovative, creative, and/or technological approaches that may expedite project implementation; build community support; and foster multi-modal policies and long-term infrastructure improvements;
- Improve coordination between jurisdictions for multi-jurisdictional projects:
- Support Safe Routes to Schools;
- Leverage other sources of funding.

It is intended that these funds be used to match federal, state, local, and private funding to maximize the number of improvements to be implemented. Metro will establish specific project eligibility criteria for this program to be approved by the Board.

The draft Expenditure Plan assumes that approximately half of the 2% ATP allocation funds two major Los Angeles River projects ATP projects earmarked in the draft Expenditure Plan as well as a portion of the costs of ATP projects submitted by the COGs and included in the draft Expenditure Plan. All told approximately 4.5 to 5% of the draft Expenditure Plan funds are projected to be utilized for ATP projects. This excludes L ocal Return Funds used for ATP projects. .The 1% or \$1.2 billion Regional ATP fund allocation can leverage and enhance local investments being made through the Local Return allocation from Proposition A, Proposition C, and Measure R. Over the last five years, \$443.8 million of Local Return funds (Prop A, Prop C, & Measure R) have been spent on Active Transportation.

### Regional Funds FY 41-57 Forecast Estimate as of 3/22/16

### **REVISED ATTACHMENT L**

(\$ in millions)

	Total	FY 41	FY 42	FY 43	FY 44	FY 45	FY 46	FY 47	FY 48	FY 49	FY 50	FY 51	FY 52	FY 53	FY 54	FY 55	FY 56	FY 57
Proposition C 25%	\$ 5,620	\$ 150	\$170	\$ 180	\$ 200	\$210	\$ 230	\$ 260	\$ 290	\$ 330	\$ 360	\$ 380	\$ 410	\$ 430	\$ 460	\$ 490	\$ 520	\$ 550
Proposition C 40% Cash	\$ 5,670	\$ 330	\$100	\$ 360	\$ 180	\$ 330	\$ 350	\$ 320	\$ 280	\$ 260	\$ 320	\$ 330	\$ 360	\$ 270	\$ 580	\$ 300	\$ 620	\$ 380
Proposition A 35%	\$ 1,475							\$ 25	\$ 50	\$ 70	\$ 100	\$ 120	\$ 130	\$ 150	\$ 170	\$ 200	\$ 220	\$ 240
Regional Improvement Prog.	\$ 1,615	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95
CMAQ	\$ 1,020	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60
Total	\$ 15,400	\$ 635	\$ 425	\$695	\$ 535	\$ 695	\$ 735	\$ 760	\$ 775	\$ 815	\$ 935	\$ 985	\$ 1,055	\$ 1,005	\$ 1,365	\$ 1,145	\$ 1,515	\$ 1,325
New Starts	\$ 3,400	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200

### Regional Funds FY 41-57

### Forecast Estimate as of 3/4/16

(\$ in millions)

	Total	FY 41	FY 42	FY 43	_FY 44	FY 45	FY 46	FY 47	FY 48	FY 49	FY 50	FY 51	FY 52	FY 53	FY 54	FY 55	FY 56	S F	Y 57
Proposition C 25% Bonds	\$ 7,800	\$ 400	\$ 400	\$ 400	\$ 400	\$ 200	\$ 500	\$ 600	\$ 500	\$ 500	\$ 500	\$ 600	\$ 400	\$ 400	\$ 500	\$ 500	\$ 50	0 \$	500
Proposition C 40% Cash	\$ 5,670	\$ 330	\$ 100	\$ 360	\$ 180	\$ 330	\$ 350	\$ 320	\$ 260	\$ 260	\$ 320	\$ 330	\$ 360	\$ 270	\$ 580	\$ 300	\$ 62	0 \$	380
Proposition A 35% Bonds	\$ 4,000							\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 200	\$ 200	\$ 400	\$ 400	\$ 40	0 \$	400
Regional Improvement Prog.	\$ 1,615	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 95	\$ 9	5 \$	95
CMAQ	\$ 1,020					\$ 60	+				\$ 60			\$ 60		•	+ -	0 \$	
Total	\$ 20,105	\$ 885	\$ 655	\$ 915	\$ 735	\$ 685	\$1,005	\$1,475	\$1,335	\$1,315	\$1,375	\$1,485	\$ 1,115	\$ 1,025	\$ 1,635	\$ 1,355	\$ 1,67	5 \$	1,435
New Starts	\$ 3,400	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 20	0 \$	200

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### Attachment M

### **Ballot Measure Augmentation & Extension Ordinance Outline**

### Preamble

- 1. Title of the Measure
- 2. Summary of the Measure
- 3. Definitions
- 4. Statutory Authority
- 5. Extension and/or Imposition of Retail Transaction and Use Tax
- 6. Administration by Board of Equalization
- 7. Use of Revenues
- 8. Oversight
- 9. Maintenance of Effort Requirements
- 10. Cost of Administration
- 11. Amendments and Termination
- 12. Establishment of Bonding Authority
- 13. Appropriations Limit
- 14. Election
- 15. Effective and Operative Dates
- 16. Severability



### **Expenditure Plan Public Input and Outreach Process**

March 2016 - June 2016

### **PURPOSE**

As the Los Angeles County Metropolitan Transportation Authority (Metro) plans for future growth and transportation needs, educating and engaging the public about Metro's Long-Range Transportation Plan (LRTP) is essential. This plan is designed to guide Metro's public input and outreach process about the draft Expenditure Plan as part of the overall LRTP Education Program.

### SITUATION ANALYSIS

Metro is updating its LRTP to improve mobility and quality of life for all Los Angeles County residents. The plan aims to provide a balanced transportation system that positions the county for future growth. The LRTP will articulate the transportation priorities for Los Angeles County for the next 40 years. The foundation for the updated LRTP is a draft Expenditure Plan that identifies major highway and transit projects evaluated and sequenced based on performance metrics, including project costs and schedules through 2057. The draft Expenditure Plan will also include projects to connect the region and enhance goods movement; active transportation; ADA/paratransit services for seniors and the disabled; transit assistance for students; investments to fund bus and rail operations; ongoing system maintenance and repair; and benefits at the local level.

Development of the draft Expenditure Plan has occurred through a bottoms-up process of collaboration with regional stakeholders including the councils of governments (CoGs) from the county's nine sub-regions. Metro will continue this coordination to get the various stakeholders' feedback on the draft plan.

Upon release of the plan by the Metro Board, the roadmap to educate the public about the draft Expenditure Plan and provide opportunities for public input will occur through four main sectors of the community: Elected Officials Engagement, Key Stakeholder Engagement, Public Engagement, and Media Engagement.

### **ELECTED OFFICIAL INPUT/ENGAGEMENT**

Metro Board members and staff will continue to collaborate with local, state and federal elected officials and their staffs to continue the regional dialogue about the Expenditure Plan.

- Local Officials Community and Municipal Affairs will continue with the team's "88 Cities" project including briefings with city leadership and staff and the LA County Division of California League of Cities. Community and Municipal Affairs will also encourage the cities to take a position on the Expenditure Plan that can be shared with Metro's Board through resolutions. Metro's "88 Cities Project" was developed to strengthen the important relationships between Metro and the county's cities, and further connect them to Metro's regional planning efforts. This established process is an obvious way for staff to guide the cities through a coordinated approach to share their formal positions on the Expenditure Plan and potential ballot measure with Metro officials.
- State Officials Metro's Government Relations Team has continued to keep members of the Los Angeles County's State Senate and Assembly Delegation and their staffers updated on the status of the Potential Ballot Measure (PBM) and will now expand that education to include the draft Expenditure Plan. The team continues to provide briefings and attend transportation forums in the county at the request of state elected officials. Staff will conduct a series of briefings in Los Angeles and Sacramento for members of the Los Angeles County State Senate and Assembly delegation specifically related to the Draft Expenditure Plan and next steps in the public input process. Government Relations is also leading the process to get the Potential Ballot Measure certified for the November ballot if the Board approves the plan.
- Federal Officials Metro's Government Relations Team has been and will continue to keep members of the Los Angeles County Congressional Delegation and their staffers updated on the status of the Potential Ballot Measure. The team is holding briefings in Los Angeles County and in Washington, DC with congressional aides to provide a detailed update on the status of the future transportation plan process, and will now extend that effort to educate about the Expenditure Plan and the next steps in the public input process. Government Relations will continue to provide frequent updates to members of the Congressional Delegation and their staff.

### **KEY STAKEHOLDER ENGAGEMENT**

In continuing with the bottoms-up process Metro has established with the various key stakeholder groups of LA County, staff will continue to collaborate with regional partners such

as the Councils of Governments (CoGs); the business community; labor and environmental groups; community organizations, faith-based groups and other regional entities.

- **Stakeholder Group Briefings** Briefings with key stakeholder groups to present the Expenditure Plan and solicit feedback.
- **Community Presentations** Speakers' bureau to provide widespread community and stakeholder presentations to educate the region about the Expenditure Plan.
- CEO LRTP's Newsletter Continue CEO's monthly LRTP Progress Update to stakeholders.
- **Regional Communicators Briefing** Briefing with key communications professionals from agencies across the region to share information that they can push out through their communication channels.
- **Messaging Toolkits** Information, graphics, pre-written social media posts and articles, and talking points to assist partner organizations in messaging the transportation plan.
- Influencer Marketing Encouraging key influencers to help frame the understanding of funding transportation planning and investment through thought leadership communications.

### **PUBLIC INPUT/ENGAGEMENT**

Engaging the public will be a major component of the input process. Metro will implement various feedback mechanisms to solicit the public's opinions and perspectives on the long-term mobility plan for the region. Public polling, focus groups, public meetings and telephone town hall meetings will be part of the input gathering process to ensure that Metro aligns its future transportation plan with the priorities of the public.

- Public Meetings Community Relations staff will plan and host nine (9) community
  meetings around the county and one (1) virtual community meeting. These meetings will
  happen in April with weekday meetings occurring in the evening, and one traditional
  meeting and one virtual meeting each happening on a Saturday during the day.
- **Telephone Town Halls** Community Relations and Public Relations staff will plan and host 13 one-hour telephone town hall meetings in May one in each Board director's geographic area. These will occur in the evening with the goal of holding two per evening to streamline resources.
- Website Engagement Staff will update the "Metro Eases Traffic" section of the Metro website as the draft Expenditure Plan process evolves. The Marketing team will develop

different maps to reflect the projects proposed through the life of the Expenditure Plan. Throughout the public input process, the public will be able to submit comments through the website, which will be compiled and evaluated as part of the overall input process.

- Social Media/Digital Outreach The Metro Social Media team will continue to implement the current campaign that features a series of animated graphics highlighting favorable but lesser known programs, services and investments that Metro provides to the region. Additional social media feedback mechanisms will also be utilized.
  - Social media tools to capture comments and questions about the plan.
  - Micro-targeted content highlighting current investments at the local level and promoted within those communities via Facebook and native advertising.
  - Video vignettes of personal stories highlighting common transportation issues and the potential impact of cornerstone projects from the draft Expenditure Plan, promoted via Facebook native video and YouTube.
  - o Targeted promotion of public meetings and telephone town halls via Facebook.
  - Informal polls and feedback via Facebook and Twitter.
  - o Frequent articles on Metro's blog, *The Source*, explaining the LRTP process, the expenditure plan and the programs and projects to receive funding. *The Source* will also continue to provide daily media headlines, providing us with the chance to steer readers to outside coverage about the LRTP and PBM and to offer information, context and visuals that voters may find helpful.
- **Focus Groups** Metro will hold several focus groups in April on proposed transportation improvements.
- **Public Poll** In May, Metro will conduct a public opinion survey to seek the level of support for additional local investment to fund proposed transportation improvements.
- **Crowdsourcing** Community engagement through crowdsourcing online efforts to tap into the collective intelligence of the public at large, enabling Metro to gain deeper insight into their wants and needs.
- **Progress Milestones** Metro will continue to showcase the visible signs of progress being made through local investment.
- **Community Events** Staff will have a presence at major community events to share information about the plan and give the public an opportunity to comment.
- Quality of Life Benefits Staff will roll out the results of the Quality of Life (QoL) Report and communicate the real benefits already occurring across the county through transportation investment. The QoL Report will be presented in May.

### **MEDIA ENGAGEMENT**

Traditional and online media are important partners in sharing information about Metro. The media will play an essential role in helping to educate the public about Metro's future transportation plans. Therefore, Metro staff will utilize a number of tactics to engage the media.

- News media briefings
- Editorial board briefings
- Press releases
- FAQs
- Television and radio public affairs programming
- Opinion editorials/guest columns
- Newspaper and digital ads promoting public meetings
- Proactive pitching of news story ideas from the QoL Report
- Metro Motion Cable TV Program coverage
- Metro Briefs

### **SCHEDULE OF MAJOR ACTIVITIES**

### March

- Update Metro website with Expenditure Plan information
- Begin elected official briefings
- · Begin stakeholder briefings
- · Hold regional communicators briefing
- Hold media briefings
- Send news release on public input opportunities
- Schedule public affairs programming opportunities
- Begin community presentations
- Publicize public meetings
- Begin promoting public input opportunities
- Begin social media/digital outreach
- Request city resolutions through "88 Cities Project"

### April

- · Hold public meetings
- Hold focus groups

- Promote telephone town hall meetings
- Begin social media polls and feedback
- Encourage city resolutions on PBM

### May

- Hold telephone town hall meetings
- Conduct public poll
- Showcase results of Quality of Life Report
- Staff information booth and take comments at Crenshaw/LAX Halfway Event
- Compile public input
- Compile city resolutions

### June

- Report public input
- Report public and social media poll results
- Send news release on Board's decision

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### AGENDA REPORT

**To:** Mayor Robert C. Gonzales and Councilmembers

From: Vice Mayor Joel Fajardo

**Date:** May 16, 2016

**Subject:** Discussion Regarding the City Council Procedural Manual

### **RECOMMENDATION:**

I have placed this item on the agenda for City Council discussion.

### **ATTACHMENT:**

A. City Council Procedural Manual

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### PROCEDURAL MANUAL

# CITY COUNCIL OF THE CITY OF SAN FERNANDO

Adopted by Resolution No. 6434 on July 3, 1995

Amended by Resolution No. 6604 on March 16, 1998

Amended by Resolution No. 6743 on August 7, 2000

Amended by Ordinance No. 1543 on July 21, 2003

Amended by Resolution No. 7328 on July 20, 2009

Amended by Resolution No. 7346 on December 7, 2009

Amended by Resolution No. 7376 on May 3, 2010

Amended by Resolution No. 7454 on September 19, 2011

Amended by Resolution No. 7664 on May 4, 2015

Amended by Resolution No. 7704 on October 19, 2015

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#### **PREAMBLE**

These rules are enacted pursuant to Government Code Section 36813 to provide decorum and order at City Council meetings and to promote the efficient conduct of those meetings. The rules govern the procedures of the City Council itself and the conduct of individual Councilmembers. It is also intended that the rules govern the conduct of City staff and members of the public who attend City Council meetings. In the event of a conflict between these rules of procedures and any provision of State or Federal law, including but not limited to the Ralph M. Brown Act codified at Section 54950 et seq. of the California Government Code, the State or Federal law controls.

The source for many guidelines is set forth beneath the text of the section.

Because circumstances may differ from one meeting to the next, these rules are intended as guidelines, and are not inflexible rules. Accordingly, they may be waived at any meeting, by Motion, in accordance with Robert's Rules of Order.

#### 1. <u>MEETINGS</u>

#### 1.1 REGULAR MEETINGS

Regular Meetings of the City Council of the City of San Fernando are held in the City Council Chambers of the City Hall, 117 Macneil Street, San Fernando, California, on the first and third Mondays of each month at 6:00 p.m. When the day of a regular City Council meeting falls on a legal holiday, the meeting will be held at the same hour on the next succeeding day that is not a holiday. The City Council will not convene for the last regularly scheduled meeting in December or the first regularly scheduled meeting in January, unless the City Council, by majority vote of the body, determines that either or both meetings shall be held.

#### 1.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next regular meeting.

#### 1.3 SPECIAL MEETINGS

Special Meetings may be called at any time by the Mayor or three members of the City Council by a written notice as outlined in Section 1.4 below. Only matters contained in the notice may be considered.

#### 1.4 NOTICE OF MEETINGS

Notice of regular meetings are to be posted with the Agenda in the manner provided for in Section 2.3 and in accordance with State law. Mailed or hand delivered notice is required for all special meetings and for all meetings adjourned by the City Clerk, and are delivered personally, by mail or email, at least 24 hours before the time of the meeting to each member of the City Council, and to each local newspaper of general circulation, radio or television station requesting notice in writing. Notice of all adjourned meetings shall be posted. (Government Code Section 54954.1, 54952.2 and 54956)

#### 1.5 MEETINGS TO BE PUBLIC

All regular, adjourned, and special meetings of the City Council shall be open to the public; provided, however, the City Council may hold closed sessions for purposes outlined in the following section. (Government Code Section 54953)

#### 1.6 CLOSED SESSIONS - MATTERS OF DISCUSSION

The City Council may hold closed sessions, from which the public may be excluded, for consideration of any item for which closed sessions are permitted by State law. The following subjects are typically conducted in closed session:

- a. LICENSE/PERMIT DETERMINATION (Government Code Section 54956.7)
- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54956.8)
- c. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION (Government Code Section 54956.9, Subdivision (a) of Section 54956.9)
- d. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION (Subdivision (b) of Section 54956.9)
- e. LIABILITY CLAIMS (Government Code Section 54956.95)
- f. THREAT TO PUBLIC SERVICE OR FACILITIES (Government Code Section 54957)
- g. PUBLIC EMPLOYEE APPOINTMENT (Government Code Sections 54957 and 54957.6)
  - i. PUBLIC EMPLOYMENT

- ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
- iii. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
- iv. CONFERENCE WITH LABOR NEGOTIATOR (Government Code Section 54957.6)
- h. CASE REVIEW/PLANNING (Government Code Section 54957.8)
- i. REPORT INVOLVING TRADE SECRET (Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code)
- j. Any other purpose specifically authorized by law.

The City Council shall publicly report at the public meeting during which the closed session is held any action taken and the roll call vote thereon, unless a late time is permitted for such report. In no case shall the report be delayed later than the next regular meeting of the City Council.

#### 1.7 CLOSED SESSIONS CONFIDENTIALITY

All matters discussed during closed sessions shall be private and confidential. The disclosure by any person of the topics or details of such matters is prohibited, except by the City Attorney who is designated to make any disclosures required by State law.

#### 1.8 QUORUM

A majority of the City Council shall be sufficient to do business and motions may be passed 2 - 1 if only three attend. However, the following matters require three affirmative votes:

- a. Adoption of Ordinance (with the exception of urgency ordinance, which require four affirmative votes).
- b. Adoption of Resolutions or orders for the payment of money (with the exemption of specific types of Resolutions that require four affirmative votes as mandated by State law).

#### 1.9 ATTENDANCE

If a Councilmember is absent from all regular meetings of the City Council for a period of 60 days consecutively from and after the last regular City Council meeting attended by such member, unless by permission of the City Council

expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be an elector of the City, his office shall become immediately vacant and shall be so declared by the City Council. (Government Code Section 36513)

#### 2. AGENDA PROCEDURES AND ORDER OF BUSINESS

#### 2.1 AGENDA

The order of business of each City Council meeting shall be as contained in the Agenda prepared by the City Manager. The City Council shall follow the order of business as outlined in the prepared Agenda. Items may be taken out of order by the Presiding Officer or by majority consent of the City Council.

The Agenda for all regular meetings, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the meeting (usually on Thursday of the prior week) at the City Clerk's office.

The Agenda may be amended in accordance with State law, prior to any meeting.

#### 2.2 AGENDA DEADLINE

a. A citizen requesting to place an item on a City Council agenda may submit a written request at any time to the City Council (or any Councilmember). The request may also be made during the public comment portion of a City Council meeting.

Items raised by the public during public comment, may be referred to staff (by majority consent of the City Council) for follow up and possible placement on a future agenda for formal action.

A Councilmember wishing to sponsor a citizen request may place the item on an upcoming agenda under the heading "Administrative Reports."

- b. When a member of the City Council wishes to have an item placed on an agenda of an upcoming City Council meeting, the following procedures shall be followed:
  - i. The member wishing to have an item placed on an agenda for an upcoming meeting shall provide the City Clerk with an agenda report that provides a general description of the item, the desired action and includes any other relevant written materials or information which the member would like to have considered at the meeting. The agenda report and any other supplementary material must be submitted to the City Clerk by 12:00 p.m. the

Wednesday preceding the City Council meeting. Except as provided in paragraph b.ii. of this Section 2.2, all items requested to be placed on an agenda by a Councilmember shall appear on the agenda for discussion and action. No items, however, shall be placed on the agenda without an agenda report.

Items that have been previously agendized, discussed and ii. determined by action of the City Council are discouraged from being placed on the agenda for an upcoming meeting by a Councilmember unless the Councilmember can demonstrate a change of circumstances pertaining to the item or present new information of substantial importance that was not known at the time previous City Council action occurred. In such case, the Councilmember must follow the procedures set forth in paragraph b.i above and include in the agenda report the reason for reconsideration of the item, i.e., changed circumstances, new information, etc., with supporting information. The item shall be tentatively placed on the agenda as a repeat item under the heading "Administrative Reports." The repeat item, however, shall not be discussed nor acted upon by the City Council unless the repeat item is first approved for discussion as set forth in Section 2.5.

#### 2.3 POSTING OF NOTICE AND AGENDA

Copies of the Notice and Agenda shall be delivered and posted in accordance with State law.

- a. Location of Posting Notices and Agendas shall be posted at the following locations:
  - i. Bulletin board at City Hall, 117 Macneil Street, San Fernando, California, 91340; and
  - ii. City's website: www.sfcity.org.

#### 2.4 ROLL CALL

A roll call of Councilmembers shall be held at the beginning of each City Council meeting by the City Clerk, who shall enter the names of those present in the minutes.

#### 2.5 APPROVAL OF AGENDA

The agenda shall include an item entitled "Approval of Agenda" to occur immediately after "roll call." During the "Approval of Agenda" portion of the

meeting, the City Council shall determine whether to consider repeat items submitted by Councilmembers pursuant to paragraph b.2. of Section 2.2. A Councilmember may make a motion to approve the agenda as presented or make a motion to approve the agenda with the elimination of the repeat item(s) tentatively placed on the agenda under the heading "Administrative Report". If the agenda is approved as presented, the request to consider a repeat item is deemed approved and discussion and action on that item may occur during City Council items.

#### 2.6 APPROVAL OF MINUTES

Unless the reading of the minutes of the previous Council meeting is requested by a majority of the City Council, such minutes may be approved without reading if the Clerk has previously furnished each Councilmember with a copy thereof.

#### 2.7 PUBLIC HEARINGS

The following procedure for conducting public hearings should be followed:

- a. Precede the hearing by a statement from the Presiding Officer setting forth the nature of the public hearing and the rules for addressing the City Council as set forth in Section 5.
- b. Open the public hearing.
- c. At the direction of the City Manager, the appropriate staff member presents the staff report and recommendations.
- d. The Presiding Officer calls for public testimony.
- e. Councilmembers should refrain from asking questions or in any way interfering with the "audience participation" portion of the public hearing.
- f. After the Mayor has declared that the "audience participation" portion of the hearing has been concluded, Councilmembers may ask questions and the audience will be precluded from participation other than to answer questions asked or to rebut new evidence introduced.
- g. The Presiding Officer shall then declare the public hearing closed.
- h. The City Council shall discuss the matter.
- i. Following City Council discussions on the motion or any amendments, the Presiding Officer shall ask for a motion for or against the subject at hand.

#### 2.8 PUBLIC HEARING ITEMS

The following are typical items which require the holding of a public hearing by the City Council prior to formal action:

- a. Abandonment of Streets (Amendments to Fees and Areas of Benefit)
- b. Amendments to the Zoning and Ordinances which are Site Specific
- c. Budget Adoption
- d. Conditional Use Permit Appeals
- e. Franchises, Granting of
- f. General Plan Amendments
- g. Grant/Fund Applications When Federal/State Regulations so Mandate
- h. Housing and Community Development Act Funds
- i. Moratorium Extensions
- j. Thoroughfare Improvements
- k. Underground Utility Districts, Establishment of
- I. Vehicle Code Enforcement on Private Streets
- m. Zoning Map Changes
- n. Zone Variance Appeals

Other typical items may come before the City Council from time to time, for which State or Federal laws require the holding of a public hearing. In addition, the City Council may call for a public hearing for other items.

#### 2.9 NON-AGENDA ITEMS

No matters other than those appearing on the posted agenda shall be acted upon by the City Council except in accordance with the procedures set forth in the Ralph M. Brown Act, codified at Section 54950 et seq. of the California Government Code. Any request to place a matter of business on a future agenda must be made in accordance with paragraph b of Section 2.2.

#### 2.10 ADJOURNMENT

To allow clarification of the record, a motion to adjourn a meeting to the next regular meeting should specify this. A motion to adjourn to an adjourned meeting shall specify the date, time and place of said adjourned meeting.

#### 3. PRESIDING OFFICER

#### 3.1 PRESIDING OFFICER

The Mayor shall be the Presiding Officer at all meetings of the City Council. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and Vice Mayor, the City Council shall elect a temporary Presiding Officer to serve until the arrival of the Mayor or Vice Mayor or until adjournment.

#### 3.2 CALL TO ORDER

The meeting of the City Council shall be called to order by the Mayor or if the Mayor is absent, the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk, whereupon the City Clerk shall immediately call for the selection of a temporary Presiding Officer. In the absence of a quorum of three (3) Councilmembers, the City Clerk shall call the meeting to order and declare the same adjourned to a stated day and hour.

#### 3.3 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer is primarily responsible for the conduct of the meeting; however, may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and shall not be deprived of any of the rights and privileges of a Councilmember by reason of being the Presiding Officer.

#### 3.4 QUESTION OR MOTION TO BE STATED

The Presiding Officer may verbally restate each question immediately prior to calling for the vote. Following the vote, the Presiding Officer (or City Clerk) shall announce whether the question was carried or defeated, and may summarize the action taken by the City Council before proceeding to the next item of business.

#### 3.5 SIGNING OF DOCUMENTS:

The Mayor shall sign ordinances, resolutions and contracts approved by the City Council. In the absence of the Mayor, the Vice Mayor shall sign all such documents as have been adopted and approved by the City Council. In the absence of the Mayor and Vice Mayor, the temporary Presiding Officer shall sign all such documents.

#### 3.6 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all time. No person shall be allowed to speak who has not first been recognized by the Presiding Officer. All questions and remarks should be addressed to the Presiding Officer.

### 4. RULES, DECORUM, AND ORDER

#### 4.1 POINTS OF ORDER

The Presiding Officer shall determine all Points of Order subject to the right of any Councilmember to appeal to the City Council. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" in which event a majority vote shall govern and conclusively determine such question of order.

#### 4.2 DECORUM AND ORDER – COUNCILMEMBER

- a. Councilmembers shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities.
- b. Every Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, shall confine discussion to the question under debate.
- c. Every Councilmember desiring to question the administrative staff should address questions to the City Manager or City Attorney who shall be entitled to either answer the inquiry directly or to designate some member of the staff for that purpose.

- d. A Councilmember, once recognized, shall not be interrupted while speaking, unless called to order by the Presiding Officer, or a Point of Order is raised by another Councilmember, or the speaker chooses to yield to questions from another Councilmember.
- e. If a Councilmember is called to order while speaking, he/she shall cease speaking immediately until the question of order is determined; and if ruled out of order shall remain silent or shall alter his remarks so as to comply with rules of the City Council.
- f. Any Councilmember may move to require the Presiding Officer to enforce the rules. A majority of the City Council shall require enforcement of the rules if the Presiding Officer has refused.

#### 4.3 DECORUM AND ORDER – EMPLOYEES

Members of the Administrative Staff and employees of the City shall observe the same rules of procedure and decorum applicable to members of the City Council. The City Manager shall insure that all City employees observe such decorum. Any staff member, including the City Manager, desiring to address the City Council or members of the public shall first be recognized by the Presiding Officer. All remarks should be addressed to the Presiding Officer and not to any one individual Councilmember or public member.

#### 4.4 DECORUM AND ORDER – PUBLIC

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

Unrecognized remarks from the audience, clapping, stamping of feet, whistles, yells and similar demonstrations which do not permit the meeting to proceed in an orderly manner shall not be permitted by the Presiding Officer, who may direct the sergeant at-arms to remove such offenders from the room if they do not cease upon request by the Presiding Officer. Aggravated cases shall be prosecuted by appropriate complaint signed by the Presiding Officer.

#### 4.5 ENFORCEMENT OF DECORUM

The Chief of Police shall be ex-officer sergeant-at-arms of the City Council. He/she shall carry out all orders and instructions given him by the Presiding Officer for the purpose of maintaining decorum in the City Council Chambers. Upon instructions from the Presiding Officer, it shall be the duty of the Chief of Police or his representative to eject any person from the City Council Chambers or place such person under arrest or both. (Robert's Rules of Order)

#### 4.6 PERSONAL INTEREST

No Councilmember disqualified from participation under State law or the City's Conflict of Interest Code shall remain at the Council dais during the debate or vote on any such matter. The Councilmember shall publicly state the grounds for disqualification on the record and upon acceptance by the Presiding Officer shall leave the Council dais during the debate or vote on the issue.

#### 4.7 LIMITATIONS OF DEBATE

No Councilmember should be allowed to speak more than once upon any one subject until every Councilmember choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered as speaking. (Robert's Rules of Order)

#### 4.8 DISSENTS AND PROTESTS

Any Councilmember shall have the right to express dissent from, or protest to, any action of the Council and request that the reason be entered into the minutes. (Robert's Rules of Order)

#### 4.9 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern. (Suggested League of California Cities Procedure)

#### 5. ADDRESSING THE CITY COUNCIL

#### 5.1 MANNER OF ADDRESSING THE CITY COUNCIL

During the public comment portion of a regular meeting, members of the public may address the City Council on agenda items before consideration or on any subject matter within the City Council's jurisdiction.

No person shall enter into any discussion without first being recognized by the Presiding Officer. (Robert's Rules of Order). All remarks and questions shall be addressed to the Presiding Officer and not to any individual Councilmember, staff member or other person.

Any person desiring to address the City Council shall present the City Clerk with a speaker's card, stating his/her name. For purpose of staff follow up, the speaker may also provide his/her address.

During a public hearing, all remarks shall be limited to the subject under consideration. For a special meeting, members of the public may address the City Council concerning any item listed on the agenda before or during consideration. Unlike regular meetings, the City Council does not have to allow public comment on non-agenda matters.

#### 5.2 TIME LIMITATION

Any public member addressing the City Council shall limit his address to three (3) minutes unless further time is granted by the Presiding Officer or majority of the City Council.

The Presiding Officer shall have the discretion but not the obligation to allow members of the public to comment on items appearing on the agenda under Administrative Reports and Consent Calendar sections of the agenda.

#### 5.3 ADDRESSING THE CITY COUNCIL AFTER MOTION IS MADE

After a motion has been made, no person shall address the City Council without securing permission by a majority vote of the City Council. (Suggested League of California Cities Procedure)

#### 5.4 WRITTEN CORRESPONDENCE

The City Manager is authorized to receive and open all mail addressed to the City Council as a whole, and give it immediate attention to the end that all administrative business, not necessarily requiring City Council action, may be

disposed of between City Council meetings. Any communication requiring City Council action will be reported to the City Council at its next regular meeting together with a report and recommendation of the City Manager. The City Manager is authorized to open mail addressed to individual Councilmembers, unless specifically requested otherwise from an individual member.

#### 6. MOTIONS

#### 6.1 PROCESSING OF MOTIONS

When a motion is made and seconded, it may be stated by the Presiding Officer before debate. A motion shall not be withdrawn by the mover without the consent of the Councilmember seconding it. (Robert's Rules of Order)

#### 6.2 MOTIONS OUT OF ORDER

The Presiding Officer, or a majority of the City Council, may at any time permit a member to introduce an ordinance, resolution or motion presently on the agenda out of the regular agenda order. (Reference Sections 2.1) (Robert's Rules of Order)

#### 6.3 DIVISION OF MOTION

If a motion contains two or more divisible propositions, the Presiding Officer may, and upon request of a Councilmember shall (unless appealed by another Councilmember), divide the same. (Robert's Rules of Order)

#### 6.4 PRECEDENCE OF MOTIONS

When a motion is before the City Council, no other motion shall be entertained except the following:

- a. Adjourn
- b. Fix Hour of Adjournment
- c. Table
- d. Previous Question
- e. Amend

f. Postpone (Robert's Rules of Order).

### 6.5 MOTION TO ADJOURN (NOT DEBATABLE)

A motion to adjourn shall be in order at any time except as follows:

- a. When repeated without intervening business or discussion,
- b. When made as an interruption of a Councilmember while speaking,
- c. When the previous question has been ordered, or
- d. While a vote is being taken.

A motion to adjourn "to another time" (i.e., to an adjourned meeting) shall be undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

#### 6.6 MOTION TO FIX HOUR OF ADJOURNMENT

A motion to specify a definite hour to which the subject meeting shall be adjourned is undebatable and unamendable, except as to the time set. (Robert's Rules of Order)

#### 6.7 MOTION TO TABLE

A motion to table shall be used to temporarily bypass the subject and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next meeting. (Robert's Rules of Order)

#### 6.8 MOTION TO CALL FOR THE PREVIOUS QUESTION

Such a motion shall be used to close debate on the main motion and shall be undebatable. If the motion fails, debate shall be reopened if the motion passes, a vote shall be taken on the main motion. (Robert's Rules of Order)

#### 6.9 MOTION TO AMEND

A motion to amend shall be debatable only as to the amendment. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject

shall be acceptable and voted first, then the main motion as amended. (Robert's Rules of Order)

#### 6.10 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable as to suitability of postponement and time set for postponement. (Robert's Rules of Order)

#### 6.11 GENERAL CONSENT

Unless otherwise required as noted in Section 7.2, the City Council may by general, unanimous or silent consent do business with less regard for formal motions. Where there appears to be no objection, the formality of voting can be avoided by the Presiding Officer asking if there is any objection by any Councilmember to the proposed action, and, if there is none, the Presiding Officer shall announce the result. The action thus taken is by general consent of the City Council. (Robert's Rules of Order)

#### 7. VOTING

#### 7.1 VOTING PROCEDURE

Motions shall be adopted by voice vote, roll call vote or by the general consent/"no objection" method, as described in Section 6.11. The results of the vote shall be entered in full in the minutes.

The order of a roll call vote shall be designated by the City Clerk, with the Mayor voting last.

Except as otherwise provided herein, the "no objection" method for expediting lengthy agendas may be used unless any Councilmember requests a voice or roll call vote. The approval of the motion in the minutes shall be reflected as a "no objection" vote or that the motion "carried unanimously". (Robert's Rules of Order)

Roll call votes shall be taken on all ordinances, resolutions, or orders for the payment of money unless the vote is unanimous.

#### 7.2 VOTING

Every ordinance, resolution or order for the payment of money requires three affirmative votes (with the exception of urgency ordinances, which require four

affirmative votes). Any member may change his vote on any item before the next order of business. The votes shall be lost motions and may be reconsidered. (Robert's Rules of Order)

#### 7.3 FAILURE TO VOTE

Every Councilmember should vote unless disqualified for cause. Abstentions shall not be counted as a vote.

#### 7.4 RECONSIDERATION

Any member who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the City Council. (Robert's Rules of Order)

#### 8. RESOLUTIONS

#### 8.1 RESOLUTIONS PREPARED IN ADVANCE

Where a resolution has been prepared in advance, the procedure shall be: staff/City Council report (if needed), discussion (if needed), motion, second, City Council votes, and results declared. All resolutions shall be read in full, unless the full reading is waived by unanimous consent of the City Council. Items of the Consent Calendar are automatically deemed to have the full reading waived by common consent. (Suggested League of California Cities Procedure)

#### 8.2 RESOLUTIONS NOT PREPARED IN ADVANCE

Where a resolution has not been prepared in advance, the procedure shall be to instruct the City Attorney to prepare a resolution for presentation at the next City Council meeting. (Suggested League of California Cities Procedure)

#### 8.3 URGENCY RESOLUTIONS

In matters of urgency, a resolution may be presented verbally in motion form together with specific instructions for written preparation for later execution. After the resolution has been verbally stated, the voting procedure for resolutions prepared in advance as stated in Section 8.1 shall be followed. Urgency resolutions shall be avoided except when absolutely necessary and shall be avoided entirely when resolutions are required by law or in improvements acts,

zoning matters and force account work on public project. (Suggested League of California Cities Procedure)

### 9. ORDINANCES

#### 9.1 INTRODUCTION (FIRST READING)

At the time of introduction, an ordinance shall be read in full, unless, after reading the title, reading is waived by unanimous consent of the City Council. The procedure for introduction of an ordinance shall be: reading of the title by the City Clerk, motion to introduce first reading, second, discussion (if needed), City Council votes, and results declared. (Suggested League of California Cities Procedure)

#### 9.2 ADOPTION (SECOND READING)

With the sole exception of ordinances which take effect immediately (as outlined in the following sections), no ordinance shall be adopted by the City Council on the day of introduction, nor within five days thereafter, nor at any time other than a regular or adjourned meeting.

At the time of adoption an ordinance shall be read in full unless, after reading the title, the full reading is waived by unanimous consent of City Council. The procedure for adoption of an ordinance shall be: reading of the title by the City Clerk, motion to pass, second reading and adoption of ordinance second, discussion, vote and result declared. (Suggested League of California Cities Procedure)

#### 9.3 AMENDMENT FOLLOWING INTRODUCTION

In the event that an ordinance is altered after its introduction, a motion for an amended introduction shall be required. The ordinance shall not be considered for adoption until five days thereafter and not at any meeting other than a regular or adjourned meeting. The correction of typographical or clerical errors shall not constitute making an alteration within the meaning of this Section.

#### 9.4 EFFECTIVE DATE

All ordinances, except as listed below, shall become effective 30 days after adoption, or upon such later date as may be designated in the ordinance. The following ordinances shall become effective immediately upon adoption:

a. Urgency Ordinances,

- b. Ordinances calling, or otherwise relating to, an election,
- c. Ordinances relating to street improvement proceedings,
- d. Ordinances relating to taxes for the usual and current expenses of the City, or
- e. Ordinances covered by particular provisions of law prescribing the manner of their passage and adoption.

#### 9.5 PUBLISHING

It shall be the duty of the City Clerk to cause each ordinance to be published within 15 days after adoption with the names of those Councilmembers voting for and against the ordinance.

#### 9.6 URGENCY ORDINANCES

Any ordinance declared by the City Council to be necessary as an urgency measure for preserving the public peace, health or safety, and containing a statement of the reasons for its urgency, may be introduced and adopted at the same meeting. Such Ordinance must be passed by a least four affirmative votes.

#### 10. MINUTES

#### 10.1 PREPARATION OF MINUTES

It is the City Clerk's responsibility to maintain the record (minutes) of City Council meetings. Minutes shall be approved by the City Council, to lend further weight to the accuracy and completeness of the record. The City Clerk shall have exclusive responsibility for preparation of the minutes and any directions for changes to conform with fact shall be made by action of the City Council.

The City Clerk shall keep "Action Minutes" in order to maintain a full and true record of all proceedings of the City Council. The minutes shall consist of a clear and concise statement of each and every City Council action including the motions made and the vote thereon. Reasons for making motions or voting, City Council debate and audience reaction are generally not included in the minutes. Such items may be included if considered to be particularly relevant or otherwise necessary by the City Clerk.

#### 10.2 ABSENCE OF CITY CLERK

If the City Clerk is absent from a City Council meeting, the Deputy City Clerk shall act. If there is none, the Mayor shall appoint one of the Councilmembers as City Clerk Pro Tem. (Government Code Section 36804)

#### 11. REORGANIZATION

#### 11.1 SELECTION OF MAYOR AND VICE MAYOR

Pursuant to Government Code Section 36801 "The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Elections Code Sections 10262 and 10263 and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor and one of its members as Mayor Pro Tempore." The terms of office of the Mayor of the City Council and Vice Mayor shall be for one year, or until their successors have been chosen. In those years in which a general municipal election is not held, the City Council shall choose a Mayor of the City Council and Vice Mayor at a regular meeting in March. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used:

#### Election of Mayor:

- a. City Clerk opens the nominations for the position of Mayor
- b. Nomination(s) is/are made for Mayor, and seconded
- c. Hearing no objections, motion to close nominations
- d. City Clerk conducts a roll call vote in the order in which nominations are received until a Mayor is elected by majority vote
- e. City Clerk announces the results

Election of Vice Mayor: (City Clerk to follow steps a-e above)

#### 11.2 SELECTION OF CITY COUNCIL LIAISON

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons to the various City Committees and Commissions, or as liaison to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

#### 12. COMMITTEES

#### 12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees; and (b) make appointments to all committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

#### 12.2 PURPOSE

The primary purpose of each standing committee is to provide a forum for the thorough vetting of matters within the committee's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the committee's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

#### 12.3 LIMITATIONS ON AUTHORITY

No City Council committee may approve a contract or expenditure of funds.

No City Council committee may provide any direction to City staff, the City Attorney, or consultants engaged by the City, except that a City Council standing committee may provide such direction at a duly noticed meeting of a standing committee, where such direction concerns a matter that is within the subject matter jurisdiction of the standing committee, such direction does not conflict with the policies or direction established by the City Council, and where such direction will not result in an expenditure of resources in excess of the applicable amounts allocated in the approved annual budget.

#### 12.4 APPLICABLE LAWS AND REGULATIONS

All City Council standing committees shall comply with the requirements of the Ralph M. Brown Act. All City Council standing committees shall comply with the procedures set forth in Sections 1 through 5, inclusive, of this Procedural Manual, to the extent reasonably practicable. In the event of any conflicts

between the provisions of Sections 1 through 5 and the provisions of this Section 12, the latter shall control.

#### 12.5 MEETING DATE AND TIME

By agreement of both members, each standing committee shall establish a time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing committee shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

#### 12.6 QUORUM

Only one member of a committee must be present in order to establish a quorum. The scheduling of meetings so as to facilitate the participation of both members of a two-person committee is strongly encouraged.

#### 12.7 STAFFING

The City Manager shall appoint a staff member to be the primary staff liaison for each standing committee. The designated staff liaison shall coordinate all meetings of the standing committee, ensure that each meeting is recorded via audio-tape and cause the recorded audio-tape(s) to be delivered to the City Clerk upon completion of the meeting. The recorded audio-tape(s) shall be retained by the City Clerk for the same period as recorded audiotapes of City Council meetings. The designated staff liaison shall work with the City Manager to ensure that the appropriate staff member(s) attend the meetings of the standing committee, and that the direction provided by the standing committee is carried out.

#### 12.8 AGENDAS

The agenda for all regular meetings of a standing committee, with all background staff reports, shall be available to the public at the meeting and 72 hours in advance of the regular meeting (24 hours in advance of a special meeting) at the City Clerk's office. The Agenda may be amended in accordance with State law, prior to any meeting.

When the City Council desires to have an item placed on an agenda for an upcoming meeting of a standing committee, the City Council shall provide the designated staff liaison with that directive at a meeting of the City Council. At that time, the City Council may also charge the designated staff liaison with the

responsibly for conducting preliminary research and collecting/preparing any written materials that may aid the Committee in its discussion of the matter.

#### 12.9 REPORT ON ACTIVITIES OF STANDING COMMITTEES

The agendas for City Council meetings shall include a section entitled Standing Committee Updates. The Committee Chair is responsible for making a brief report on the activities of the committee to the full City Council. If there is nothing to report, then "Nothing to Report" is an acceptable comment.

All written materials presented to a standing committee are public records, and shall be maintained as directed by the City Clerk.

#### 13. PROCEDURE FOR FILLING CITY COUNCIL VACANCIES

Whenever State law requires that the City Council fill a vacancy on the City Council, and the City Council determines to fill the vacancy by appointment, the City Council shall fill the vacancy as follows:

- a. At a regular or special meeting of the City Council, direct the City Clerk to make an application available, at the earliest possible date and time, for individuals interested in being appointed to the vacant City Council seat, and establish a reasonable due date for the applications.
- b. At a regular or special meeting of the City Council, allow all applicants to address the City Council for a specified amount of time. The presentations would be followed by public comment.
- c. After the presentations at the City Council meeting, the City Council may then elect from the following alternatives:
  - i. Make an appointment to fill the vacant City Council position and direct the City Clerk to administer the Oath of Office; or
  - ii. Defer making an appointment until Councilmembers have had additional time to consider the applicants, and a further opportunity should they wish to interview the finalists one-on-one.

#### 14. PRIORITY GOAL SETTING MEETING

The City Council shall hold a special study session every year, no later than the first regularly scheduled City Council meeting in April, to set priorities and goals for the subsequent fiscal year.

#### 15. OFFICIAL LETTERHEAD AND OTHER STATIONERY USE POLICIES

#### 15.1 AUTHORIZED USE OF LETTERHEAD

Official City letterhead or any other official Stationery of the City must be used with care to avoid misunderstandings, including but not limited to, misrepresentations of official City Council-approved policies or actions. When authorized or otherwise directed by a majority of the City Council at a duly noticed meeting of the City Council, official City letterhead and/or other official Stationery may be used by members of the City Council to communicate official City Council-approved action or policy. Individual City Councilmembers may also use official City letterhead or other official Stationery to respond to informational inquiries made by interested members of the public or to make inquires with others. When using official letterhead or other official Stationery to communicate with others, City Councilmembers must expressly state in their communication whether or not they are communicating in their individual capacity or whether they are communicating in a representative capacity for the In order to communicate in a representative City Council and/or the City. capacity for the City Councilmember must have received formal direction or authorization from a majority of the City Council at a duly noticed meeting of the City Council.

# 15.2 UNAUTHORIZED USE OF OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

In addition to any other prohibition set forth under this Chapter, elsewhere in this Manual, under the San Fernando Municipal Code or state law or federal law, no member of the City Council communicating with any other person or entity through the medium of official City letterhead or other official Stationery of the City, may represent that he or she is communicating or otherwise acting in a representative capacity for the City Council or the City or communicating a position or opinion in the name of the City Council or the City unless the City Council has been expressly authorized to do so by a majority of the City Council at a duly noticed meeting of the City Council. The City Council reserves the right to request that any communications using City letterhead or other City Stationery which are issued in the name of the City Council or the City must be reviewed and vetted by the City Council as a body at a duly noticed meeting of the City Council before the communication is disseminated.

# 15.3 PREPARATION OF COMMUNICATIONS USING OFFICIAL LETTERHEAD OR OTHER OFFICIAL STATIONERY

It shall be the official policy of the City to have all City Councilmember communications using official City letterhead or other official Stationery prepared by secretarial staff of the City Manager's Office, with prior verbal or written notice by the requesting Councilmember to the City Manager. City secretarial staff may not commence the drafting of such communications until the City Manager has confirmed either verbally or in writing that the City Manager has been notified of a Councilmember's request to communicate using official City letterhead or other official Stationery of the City. The City Manager reserves the right to review all such communications before they are disseminated to verify compliance with these policies and the City Manager further reserves the right to seek input and direction from the City Council at a duly noticed meeting of the City Council before authorizing staff to disseminate any such communications. Councilmembers shall not receive personalized official letterhead or Stationery nor shall Councilmembers be entitled to maintain their own stock of letterhead or Stationery or maintain electronic templates of such Stationery. The rights and duties of the City Manager under this Chapter shall be delegated to the person who has been formally designated by the City Manager or a majority of the City Council to act in place of the City Manager during any period time in which the City Manager is on vacation, on extended leave or is otherwise physically unable to discharge his or her duties at the time the request is made.

#### 15.4 COUNTERFEIT LETTERHEAD OR STATIONERY

Except as may otherwise be allowed under City Council Resolution No. 6904 approved May 5, 2003, no member of the City Council may affix the City seal or any other City logo on any personal letterhead, Stationery or any other written document, whether or not such letterhead, Stationery or document is transmitted in paper form or electronically. All such written communications improperly bearing the City seal or any other City logo shall be deemed unauthorized and counterfeit.

#### 15.5 DEFINITIONS

A. "City seal" shall have the same meaning as set forth under Section 1-13 of the San Fernando Municipal Code as the same may be amended from time to time. The City seal as described under Section 1-13 appears as follows:



B. "City logo(s)" shall mean and include all logos or designs used for purposes of symbolically representing the authority of the City of San Fernando and the capacity of its officers, employees and agents as representatives of the City of San Fernando. City logos include, but are not limited to the following image:



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## AGENDA REPORT

To: City Councilmembers

**From:** Ad Hoc Committee on City Commissions

Mayor Robert C. Gonzales Councilmember Sylvia Ballin

**Date:** May 16, 2016

**Subject:** Discussion Regarding Changes to City Commissions, Committees, and Boards

#### **RECOMMENDATION:**

It is recommended that the City Council approve the suggested changes to the City's commissions, committees, and boards.

#### **BACKGROUND:**

- On April 6, 2015, the City Council appointed Vice Mayor Ballin and Councilmember Gonzales
  to an Ad Hoc Committee on City Commissions to do an overview of all commissions and
  provide final recommendations to the full City Council. Since then, the Ad Hoc Committee
  met numerous times with staff (i.e., City Clerk Elena G. Chávez and Deputy City Clerk Miriam
  Gutierrez).
- 2. On April 4, 2016, the City Council discussed the Ad Hoc Committee's recommended changes to City commissions. Additional modifications were discussed and the Ad Hoc Committee was directed to meet again, review the changes, and report back to the full City Council.
- 3. On May 9, 2016, the Ad Hoc Committee on City Commissions met with the City Clerk to review and discuss the proposed changes.

#### **ANALYSIS:**

Suggested Changes to City Commissions	Ad Hoc Committee's Recommendation
Remove "registered voter" requirement.	Ad Hoc did not agree. As a registered voter, City residency is confirmed. Also, community feedback suggests keeping the registered voter requirement.

# **Discussion Regarding Changes to City Commissions, Committees, and Boards** Page 2 of 4

Suggested Changes to City Commissions	Ad Hoc Committee's Recommendation
When the City goes out for Request for Proposals for buses, there should be added option to allow requests for smaller buses (for less passengers)	Ad Hoc agreed.
All interested individuals to submit an application.	Completed Application to Serve on a City Commission (Attachment "A") is to be submitted with the Councilmember's agenda report.
Add new commissions: - Human Relations - Veteran Affairs	Not necessary to create these commissions. Issues/topics brought forward may be assigned to a current City commission.
Cultural Arts Liaison Members	Move to Parks, Wellness, and Recreation Commission.
Department Head liaison to Education Commission	Keep in City Clerk Department.

A recap of all of the recommended changes are briefly summarized below:

#### **Cultural Arts**

- 1) Combine with the Parks, Wellness, and Recreation Commission.
- Changes will require updating the City Code.

#### **Education**

- 1) Should hold regular monthly meetings.
- 2) City Clerk to remain Department Head liaison to this Commission.

#### **Disaster Council**

No changes recommended.

#### Parks, Wellness, and Recreation

- 1) Commission may appoint two cultural arts liaison members:
  - a) Appointment will be via an application process (application to be created/approved by the PWR Commission).
  - b) Need not be a City resident.
  - c) Liaison members do not have voting rights.
  - d) May sit at dais with commissioners to provide valuable input.
  - e) May add agenda items.
  - f) Will not receive a stipend.
- 2) Changes will require updating the City Code.

#### Discussion Regarding Changes to City Commissions, Committees, and Boards

Page 3 of 4

#### **Planning and Preservation**

- 1) Combine with the Tree Commission.
- 2) Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) to be consolidated with the Planning and Preservation Commission.
- 3) Changes will require updating the City Code.

#### **Safety Committee**

- Disband the Safety Committee. If a safety concern needs to be addressed, Department Heads can add the item to the Disaster Council agenda or bring directly to the City Council for review and/or consideration.
- 2) Changes will require updating the City Code.

#### **Transportation and Safety**

No changes recommended.

#### Tree

- 1) Eliminate.
- 2) Elements from the Tree Commission (i.e., street tree master planning and oak tree preservation) could be consolidated with the Planning and Preservation Commission.
- 3) City arborist to be paid "as needed".
- 4) Changes will require updating the City Code.

#### **Other Recommendations:**

All Commissions:	<ol> <li>All commissioners must be a registered voter of the City.</li> <li>To be considered, applicants must submit an Application to Serve on a City commission (Attachment "A").</li> <li>Absence from three consecutive regular meetings by a member shall be deemed to constitute a retirement of such member and his/her office will become vacant.</li> </ol>
Regular Updates:	<ol> <li>Commission Chairs are encouraged to provide quarterly updates at City Council meetings.</li> <li>No later than one week following a meeting, Councilmembers should be notified of commissioner absences (via the Calendar Schedule maintained by the Executive Assistant to the City Manager).</li> </ol>
Standing Committees:	Disband all Standing Committees, with the exception of California High-Speed Rail.
Commission Meeting Times:	With every new member, commissions should re-evaluate their meeting times and change by commission action/motion if necessary.

# Discussion Regarding Changes to City Commissions, Committees, and Boards Page $4\ \mbox{of}\ 4$

Allow Councilmembers to agendize items on Commission agendas?	No
Councilmember Liaisons:	No appointment of City Councilmember liaisons to commissions. The Department Head overseeing the commission will give a brief update at the first City Council meeting following the commission meeting.
Prop A Buses:	<ol> <li>\$25,000 Prop A funding should be set aside for City Council.</li> <li>Staff to go out for Request for Proposals for buses.</li> <li>Buses should all look the same:         <ul> <li>Charter Bus 56 seater (or smaller-sized equivalent for less passengers)</li> <li>Cost range from \$700-\$1,500</li> <li>Should include AC, full reclining seats, DVD player, and restroom.</li> </ul> </li> <li>Bus Application Request – Staff to prepare a new application that will include all necessary information such as specific Proposition A guidelines and requirements.</li> <li>Bus Request Policy – Staff to prepare a policy regarding ordering buses (policy should also be provided to requestors ordering buses.)</li> <li>City Council Updates – Councilmembers should receive regular updates regarding who ordered/received buses and the buses remaining, etc.</li> </ol>

#### **BUDGET IMPACT:**

No budget impact to the current 2015-2016 Fiscal Year Budget.

#### **ATTACHMENT:**

A. Application to Serve on a City Commission

05/16/2016 CC Meeting Agenda



·	Recommended by City Councilmember:
	ony conformations.

ATPERCENT WITHNIT "A"

This document is a public document.

To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

Name: \_\_\_\_\_\_ Phone Number: \_\_\_\_\_

	Street		City		State	Zip Code
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Are you a registered vote	r of the City	y of San Ferna	ndo?	Yes_	No	
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### **Commission Application Choice(s)**

### Please indicate which Commission you are interested in:

What is you	r understanding of the duties as a member of the Education Commission?
Parks, We	Ilness, and Recreation Commission (Must be at least 18 years old and a registered vote
What is vo	ur understanding of the duties as a member of the Parks, Wellness, and Recreation
Commissio	
Planning a	and Preservation Commission (Must be at least 18 years old and a registered voter of the C
	ur understanding of the duties as a member of the Planning and Preservation
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What is you Commissio	ur understanding of the duties as a member of the Planning and Preservation
What is you Commissio	on and Safety Commission (Must be at least 18 years old and a registered voter of the City)
What is you Commissio  nsportati	on and Safety Commission (Must be at least 18 years old and a registered voter of the City)  ur understanding of the duties as a member of the Transportation and Safety
What is you Commissio	on and Safety Commission (Must be at least 18 years old and a registered voter of the City)  ur understanding of the duties as a member of the Transportation and Safety
What is you Commissio  Insportati What is you	on and Safety Commission (Must be at least 18 years old and a registered voter of the City)  ur understanding of the duties as a member of the Transportation and Safety

Please attach and submit a brief bio statement to this application.