



Tuesday, April 22, 2014

ROLL CALL:

Brent A. Tercero, Mayor
Gregory Salcido, Mayor Pro Tempore
Bob J. Archuleta, Councilmember
David W. Armenta, Councilmember
Gustavo V. Camacho, Councilmember

Closed Session 5:00 p.m.
Open Session 6:00 p.m.
Council Chamber
6615 Passons Blvd.

Next Resolution No. 6757
Next Ordinance No. 1086
Next Agreement No. 14-1474

COMMISSIONERS SCHEDULED TO BE PRESENT:

Fred Zermeno, Planning Commission
Carlos Cruz, Parks & Recreation Commission

CLOSED SESSION:

a. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957
Title: City Manager

OPEN SESSION:

Report by City Attorney on matters discussed in Closed Session.

INVOCATION:

(In accordance with the Court's Decision in Rubin v. City of Burbank, only nonsectarian prayers/invocations are allowed during the invocation)

PLEDGE OF ALLEGIANCE:

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call the City Clerk's office at (562) 801-4389, if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

SPECIAL PRESENTATIONS:

- Employee Recognitions:
 - Art Cervantes, Public Works, 5 years
 - Hector Hernandez, Community & Economic Development, 5 years
 - Paul Gandara, Information Technology (IT), 10 years

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks. In accordance with Government Code Section 54954.2, members of the City Council may only: **1)** respond briefly to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** provide a reference to staff or other resources for factual information; **4)** request staff to report to the City Council at a subsequent meeting concerning any matter raised by the public; and **5)** direct staff to place a matter of business on a future agenda. City Council members cannot comment on items that are not listed on a posted agenda.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Councilmember or staff, that item may be pulled from the Consent Calendar for separate consideration.

1. Minutes:

- City Council meeting of April 8, 2014

Recommendation: Approve

2. 17th Warrant Register of the 2013-2014 Fiscal Year. (700)

Check Numbers: 261415-261585

Special Checks Numbers: None

Recommendation: Approve

3. Friendship City – Karvachar, Republic of Artsakhan. (300)

Recommendation:

1. Approve resolution in support of Karvachar, Republic of Artsakhan invitation to become a Friendship City.

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECOGNIZING THE TOWN OF KARVACHAR, REPUBLIC OF ARTSAKH AS ITS FIRST FRIENDSHIP CITY

4. Rosemead/Lakewood Boulevard at Telegraph Road Intersection Improvements Project, CIP No. 21273 – Cooperative Agreement with the City of Downey. (500)

Recommendation:

1. Authorize the Mayor to execute a cooperative agreement with the City of Downey for the design and construction of the Rosemead/Lakewood Boulevard at Telegraph Road Intersection Improvements Project, CIP No. 21273; and
2. Appropriate \$300,000 in Proposition C, Local Return Funds to CIP 21273.

Agreement No. _____

5. Passons Boulevard Underpass Project, Phase IV, CIP No. 20053 – Authorization to Bid. (500)

Recommendation:

1. Approve Plans, Specifications and Estimate (PS&E) for the Passons Boulevard Underpass Project, Phase IV, CIP No. 20053;
2. Authorize the City Clerk to publish the Notice Inviting Bids; and
3. Approve the Notice of Exemption and authorize the City Clerk to file it with the County Recorder.

6. Paramount Boulevard Landscape Median Improvements, CIP No. 21272 – Award Professional Services Agreement for Engineering Services. (500)

Recommendation:

1. Award a Professional Services Agreement to Joseph C. Truxaw and Associates, Inc. for engineering services necessary to prepare the design documents for the Paramount Boulevard Landscape Median Improvements, Whittier Boulevard to Mines Avenue, CIP No. 21272, for an amount not-to-exceed \$130,600, and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Agreement No. _____

7. **Accept Letters of No Prejudice with Los Angeles County Metropolitan Transportation Authority (Metro) to Initiate Congestion Hot Spot Intersection Projects.** (500)

Recommendation:

1. Accept the Letters of No Prejudice with METRO, dated March 19, 2014, and authorize staff to begin expenditures of the \$2,417,000 in grant funds received from the SR-91/I-605/I-405 Hot Spots Program prior to the execution of the formal funding agreements with METRO which is necessary to accelerate project implementation.

8. **Treasurer's Report – December 31, 2013**

Recommendation:

1. Receive and file Quarterly Treasurer's Report for the quarter ending December 31, 2013.

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

9. **Regional Water Quality Control Board – MS4 Permit Compliance – Introduction of an Ordinance for the Low Impact Development Program and Adoption of a Resolution of Green Streets Policies.** (500)

Recommendation:

1. Introduce an ordinance amending the Pico Rivera Municipal Code Title 16 Chapter 16.04, "Storm Water and Urban Runoff Pollution Prevention" to incorporate Low Impact Development (LID) provisions, and set a public hearing for May 13, 2014;
2. Adopt a resolution establishing a Green Streets Policy in compliance with the Municipal Separate Storm Sewer System (MS4) Permit; and
3. Approve the Pico Rivera Green Streets Guidance Manual and direct the Director of Public Works/City Engineer to maintain and update the manual, as required, for compliance with the MS4 Permit.

Ordinance No. _____ AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PICO RIVERA MUNICIPAL CODE CHAPTER 16.04, STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION

Resolution No. _____ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, APPROVING A GREEN STREETS POLICY

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY MEETINGS:

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS - THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED ALREADY OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

CLOSED SESSION(S):

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)
Jeff Tracy dba Land Forms Construction v. City of Pico Rivera
Case No. VC 062697

c. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9 subdivision (d) paragraph (1)
City of Pico Rivera v. Water Replenishment District of Southern California
(and related cases)
Case No. BS139228

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, City Clerk, for the City of Pico Rivera, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin board, Pico Rivera website, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Pico Rivera County Libraries, which are available for the public to view on this 18th day of April 2014.

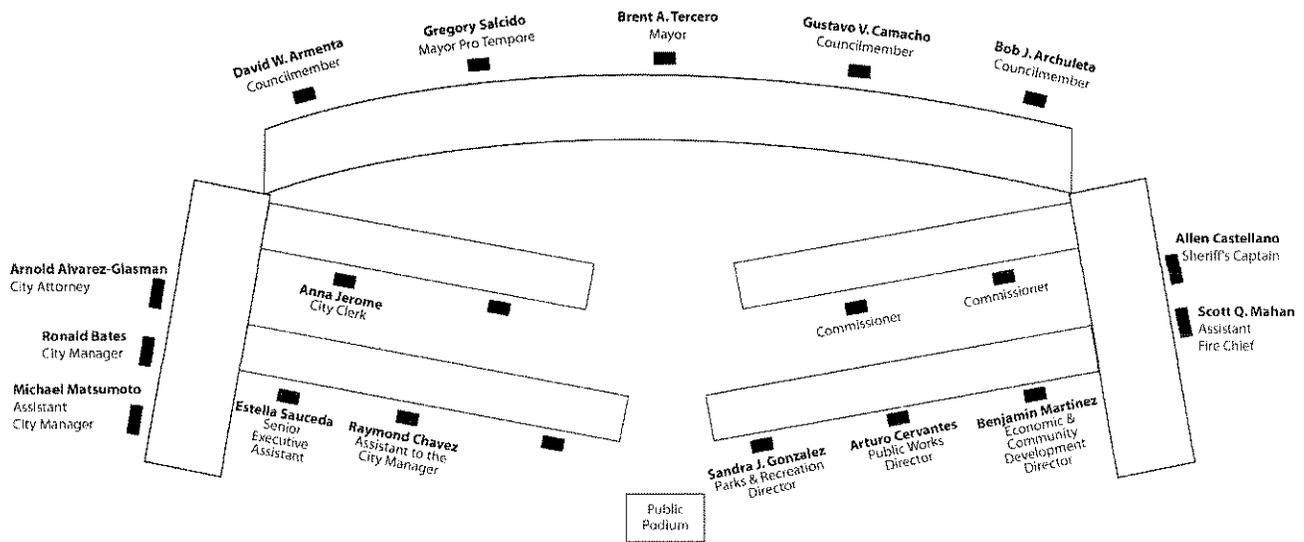
Dated this 18th, day of April 2014

Anna M. Jerome, CMC
City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.

Council Meeting Seating Chart



STATEMENT REGARDING DECORUM AT CITY COUNCIL MEETINGS

If you wish to speak at the time set aside for public comments, the City Council has established the following standards and Rules of Decorum as allowed by State law.

- Public comment is limited to those portions of the meeting referred to as Public Comments. These portions are intended for members of the public to address the City Council, Successor Agency, Housing Assistance Agency or Water Authority on matters related to agendas or any other items under the subject matter jurisdiction of the City Council or Agencies.
- A yellow Public Hearing Comment Request card must be completed to speak during a Public Hearing.
- A green Public Comment Request – Agenda Items Only card is for those wishing to address the Council/Agency on agenda items only during the 1st Period of Public Comments.
- A blue Public Comment Request – All other City-Related Business card is for those wishing to address the Council/Agency on any other items under the subject matter jurisdiction of the Council/Agency during the 2nd Period of Public Comments.
- Citizens may address the Council, Successor Agency or Housing Assistance Agency once for a **maximum of three minutes**. After each speaker returns to his/her seat, the Mayor shall determine the time and manner of response, but typically if answers are available, they will be given after all speakers have had an opportunity to address the City Council.
- Members of the audience are asked to refrain from clapping or otherwise speaking from their seats. Those not meeting the standards for decorum may be escorted from the meeting.

RULES OF DECORUM CAN BE FOUND IN THE PICO RIVERA MUNICIPAL CODE SECTION 2.08.050 AS ESTABLISHED BY ORDINANCE 783 ADOPTED ON AUGUST 20, 1990 AND AMENDED BY ORDINANCES 822 (SEPTEMBER 21, 1992) AND 1020 (MARCH 21, 2006).

17th WARRANT REGISTER OF THE 2013-2014 FISCAL YEAR

MEETING DATE: 04/22/14

TOTAL REGISTER AMOUNT: \$610,653.83

CHECK NUMBERS: 261415-261585

SPECIAL CHECK NUMBERS:

REGULAR CHECK TOTAL: \$610,653.83

SPECIAL CHECK TOTAL:

TOTAL REGISTER AMOUNT: \$610,653.83



Tuesday, April 8, 2014

A Regular Meeting of the City Council was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Mayor Tercero called the meeting to order at 6:00 p.m. on behalf of the City Council.

PRESENT: Archuleta, Armenta, Camacho, Salcido, Tercero

ABSENT: None

COMMISSIONERS PRESENT:

Paul Gomez, Planning Commission

John Garcia, Parks & Recreation Commission

INVOCATION: Councilmember Archuleta

PLEDGE OF ALLEGIANCE: Parks & Recreation Commissioner Garcia

SPECIAL PRESENTATIONS:

- National Library Week - Proclamation

1ST PERIOD OF PUBLIC COMMENT – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

1. Minutes:

- Approved City Council meeting of March 25, 2014

2. Approved 16th Warrant Register of the 2013-2014 Fiscal Year. (700)

Check Numbers: 261202-26414

Special Checks Numbers: None

3. Labor Agreements with Service Employees International Union Local 721 (SEIU) Hourly Bargaining Unit and SEIU Parks & Recreation Hourly Bargaining Unit. (500)

1. Approved agreement with SEIU – Hourly Bargaining Unit, effective July 1, 2013 to January 31, 2015; and
2. Approved agreement with SEIU – Parks and Recreation Hourly Bargaining Unit, effective July 1, 2012 to January 31, 2015.

Agreement No. 14-1466

Agreement No. 14-1467

4. Sidewalk Improvements, CIP No. 21272 – Award of Construction Contract. (500)

This item was pulled from the Consent Calendar for further discussion and clarification.

5. Summer Food Service Program. (700)

1. Approved submittal of the Summer Food Service Program grant application.

Motion by Councilmember Armenta, seconded by Councilmember Archuleta to approve Consent Calendar Items No. 1, 2, 3, and 5. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

4. Sidewalk Improvements, CIP No. 21272 – Award of Construction Contract. (500)

Mayor Tercero asked if the selected contractor is qualified to perform the sidewalk improvement project. City Manager Bates stated that the selected contractor is qualified under the standards of the California codes.

Motion by Councilmember Archuleta, seconded by Councilmember Armenta to award a construction contract in the amount of \$98,243 to Mora's Equipment and Construction for the Sidewalk Improvements Project, CIP No. 21271, and authorize the Mayor to execute the contract in a form approved by the City Attorney. Motion carries by the following roll call vote:

Agreement No. 14-1468

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

LEGISLATION:

6. Durfee Avenue Underpass Project, CIP No. 21241 – Approval of Design Concept. (500)

Public Works Director Cervantes provided a brief PowerPoint presentation on the proposed design concepts recommended by the Transportation Ad Hoc Committee. After some discussion amongst City Council members with regard to design changes, staff assured members of the City Council that they would vote on the final design.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to approve the recommendation of the Transportation Ad Hoc Committee to advance Design Concept Plan “1” to final design and construction for the Durfee Avenue Underpass Project. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero
NOES: None

7. Whittier Boulevard Street Rehabilitation Project, Van Norman Road to Paramount Boulevard, CIP No. 21246 – Final Design Concept. (500)

A PowerPoint presentation was given by Public Works Director Cervantes highlighting enhancements to the Whittier Boulevard corridor. City Council members provided suggestions in improvements to the design concept with regard to the underpass billboard size and aesthetics.

Councilmember Armenta asked if the concrete slopes along the corridor of the underpass would remain the same with City Manager Bates responding in the affirmative. Suggestions to add planters to the concrete slopes to improve the corridor were made which staff will take into consideration in improving the design concept.

Mayor Pro Tem Salcido asked staff to look into upgrading the medians on Washington Boulevard as well.

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to approve the recommendation of the Transportation Ad Hoc Committee to advance Design

Motion by Mayor Pro Tem Salcido, seconded by Councilmember Armenta to approve the recommendation of the Transportation Ad Hoc Committee to advance Design Concept No. 2 to preliminary design and construction for the Whittier Boulevard Street Rehabilitation Project. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

MAYOR/COUNCILMEMBER REPORTS ON INTERGOVERNMENTAL AGENCY

MEETINGS: None.

Recessed to Housing Assistance Agency at 7:10 p.m.

ALL MEMBERS WERE PRESENT

Reconvened from Housing Assistance Agency at 7:12 p.m.

ALL MEMBERS WERE PRESENT

NEW BUSINESS: None.

OLD BUSINESS:

Councilmember Archuleta requested that staff look into graffiti along the southbound 605 freeway pertaining to a nursery and report back to City Council at the next meeting.

Mayor Pro Tem Salcido commented on his disagreement with the decision of the Ad Hoc Committee in regard to issues with oversize vehicles.

Mayor Tercero asked for an update on the Bus Transportation services. Parks & Recreation Director Gonzalez stated that she met with the owner of the company and that the current agreement will be amended to remove trips that include seniors. City Manager Bates stated that the City will go out to bid in the near future for ADA compliance transportation services. Director Gonzalez stated that the second lowest bidder could be utilized and ensured City Council that a staff person will check the bus restrooms for good operating conditions prior to any City usage/trips.

2ND PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY-RELATED BUSINESS:

Ryan Wilkinson, Risk Manager for Land Forms Construction:

- Addressed the City Council regarding current law suit with the City.

Rose Rivas, Parks & Recreation Employee:

- Addressed the City Council regarding current issues with the Bus Transportation Company.

ADJOURNMENT:

Mayor Tercero adjourned the City Council meeting at 7:30 p.m. in memory of John Lozano, resident and veteran, and Msgr. Gerald McSorely, former pastor of St. Mariana de Paredes Catholic Church. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

I hereby certify that the foregoing is a true and correct report of the proceedings of the City Council regular meeting dated April 8, 2014 and approved by the City Council on April 22, 2014.

Anna M. Jerome, City Clerk



To: Mayor and City Council
From: City Manager
Meeting Date: April 22, 2014
Subject: FRIENDSHIP CITY - KARVACHAR, REPUBLIC OF ARTSAKHAN

Recommendation:

Approve resolution in support of Karvachar, Republic of Artsakhan invitation to become a Friendship City.

Fiscal Impact:

None.

Discussion:

At the March 25, 2014 City Council meeting, staff was directed to present to the Pico Rivera Sister City Commission a request by the Armenian Mesarobian School an invitation by Karvachar, Republic of Artsakhan to become a friendship city.

On April 14, 2014, the Sister City Commission considered the request and agreed to support the opportunity to become a friendship city with Karvachar, Republic of Artsakhan.

Although symbolic in nature, the friendship resolution is a way for the City to initiate a relationship — on a municipal government to municipal government basis — with this international city on a less formal basis than through an official sister city relationship. The primary goal of this friendship city request is to open a line of communication between the City of Pico Rivera and Karvachar, Republic of Artsakhan.

The City has long establish history working with the Armenian Mesarobian School and the proposed friendship city resolution is another step in developing an exchange of correspondence between Mayors, City Councilmember's and other community leaders regarding areas of mutual interest. The Sister City Commission looks forward to the opportunity to work with the Armenian Mesarobian School in developing future projects.



Ronald Bates

RB:sp

Attachment (Resolution)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, RECOGNIZING THE TOWN OF KARVACHAR, REPUBLIC OF ARTSAKH AS ITS FIRST FRIENDSHIP CITY.

WHEREAS, the REPUBLIC OF ARTSAKH declared its independence on December 10, 1991, following a People's Referendum held and where its majority voted for independence,

WHEREAS, following decades of dominance by the Azerbaijani Soviet Socialist Republic, the democratic uprising in the REPUBLIC OF ARTSAKH and the persistent demand for self-determination was an inspiration to people of many nationalities in the region and was one of the catalysts for the breakup of the former Soviet Union; and

WHEREAS, the REPUBLIC OF ARTSAKH has for more than twenty years stayed true and faithful to its citizens by remaining independent while working to bring change and stability to the Caucasus region, and by holding free and fair elections and referendums that were widely declared as a model for the region;

WHEREAS, over the past quarter century, the people of KARVACHAR and the REPUBLIC OF ARSTAKH have shown perseverance in the face of war, deaths, crippling poverty and tremendous hardships; and

WHEREAS, the town of KARVACHAR and the REPUBLIC OF ARTSAKH have a long and rich history dating back several thousand years and are an integral part of the Armenian people's history and culture; and

WHEREAS, KARVACHAR is a scenic region of high mountain peaks and river valleys, historic Armenian lands where the ancient fortress of Handaberd an ancient monastery of Dadivank are located, and is home to many refugees who were displaced by war, rendering it among the most culturally and historically significant regions of ARTSAKH; and

WHEREAS, the Armenian culture and people of Armenian heritage have been a vital part of the fabric which constitutes California; and

WHEREAS, California has a long and proud tradition of having supported the Armenian nation, most notably by offering shelter to refugees who fled the Hamidian Massacres of the 1890's and the Armenian Genocide of 1915-1923; and

WHEREAS, many Armenians who found refuge in California were able to do so through the generosity of Californians who were integral to the most expansive campaign of citizen philanthropy in American history at the time: the Near East Relief;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: That by the adoption of this resolution, the CITY OF PICO RIVERA honors the REPUBLIC OF ARSTAKH and its citizens, and recognizes the town of KARVACHAR as a "Friendship City." We are proud to recognize the sacrifices, dedication and

RESOLUTION NO. _____

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resolve shown by the residents of KARVACHAR and the REPUBLIC OF ARTSAKH in the face of extreme adversity and we wish the Republic and its citizens peace, prosperity and continuing success.

SECTION 2: The City Clerk shall certify to the adoption of this Resolution and hereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this _____ day of _____, 2014.

Brent A. Tercero, Mayor

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:



To: Mayor and City Council
From: City Manager
Meeting Date: April 22, 2014
Subject: ROSEMEAD/LAKEWOOD BOULEVARD AT TELEGRAPH ROAD INTERSECTION IMPROVEMENTS PROJECT, CIP NO. 21273 - COOPERATIVE AGREEMENT WITH THE CITY OF DOWNEY

Recommendation:

- 1) Authorize the Mayor to execute a cooperative agreement with the City of Downey for the design and construction of the Rosemead/Lakewood Boulevard at Telegraph Road Intersection Improvements Project, CIP No. 21273; and
- 2) Appropriate \$300,000 in Proposition C, Local Return Funds to CIP 21273.

Fiscal Impact: \$2,120,000 (Measure R – I-605 Freeway Congestion Hot Spots Study)
\$ 300,000 (Prop C, Local Return Funds)
\$ 552,311 (Gateway Cities Council of Government Funds)
\$ 264,000 (City of Downey Funds)
\$3,236,311 Total Estimated Project Cost

Discussion:

Telegraph Road is located within the cities of Downey and Pico Rivera, and parallels the I-5 Freeway. Telegraph Road is a major arterial in the City with regional significance, as well as a designated truck route. It experiences heavy congestion particularly during rush hour traffic. The latest traffic counts suggest an estimated 69,000 vehicles per day, of which 7% is truck traffic.

A recent study by the SR-91/I-605/I-405 Corridor Hot Spots Study ranked the Telegraph Road and Rosemead/Lakewood Boulevard intersection as the second most congested intersection in the entire Gateway Region. The intersection is performing at a Level of Service (LOS) F; this is the lowest level of performance. According to the City's Circulation Elements, the City standard is a LOS D.

The cities of Downey and Pico Rivera have aggressively pursued funding to enhance the intersection, and have received a total of \$2,672,311 with the following breakdown:

1. In January 2013, \$552,311 in grant funds were received from the Gateway Cities Council of Governments (COG) Funds as part of the Truck Impacted Intersections, Phase II Project (TIIPP Program), a regional project developed to mitigate truck impacts to significant regional intersections along major truck routes; and

LAKWOOD/ROSEMEAD BOULEVARD AT TELEGRAPH ROAD INTERSECTION
IMPROVEMENTS PROJECT, CIP NO. 21273 - COOPERATIVE AGREEMENT WITH
THE CITY OF DOWNEY

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2. In September 2013, \$2,120,000 was received from the SR-91/I-605/I-405 Corridor Hot Spots Program (Hot Spots Grant).

The TIIPP Grant must be used to rehabilitate the intersection; the Hot Spots Grant can be used to increase the capacity of the intersection. Both cities agreed to implement the two projects jointly so as to minimize impacts to traffic.

To that end, this project is a part of the City's 5-Year Capital Improvement Program. Intersection improvements include an additional left-turn lane in all directions, increased left-turn storage in all directions, new right-turn pockets in the north and eastbound directions, and overlap phasing for the north and eastbound directions.

Design is now under way and the City of Downey is the lead agency. As the lead agency, Downey is responsible for implementing the project and for procurement of services; however, both cities agree the share of the cost must be prorated in accordance with the amount of work performed in each City.

The subject cooperative agreement before the City Council establishes project implementation parameters and guidelines for reimbursement of costs for the portion of the project that occurs in each City. Highlights of the agreement include cost sharing in design, construction, project management, construction engineering, and construction of the intersection. Under this agreement, the City of Pico Rivera will reimburse the City of Downey.

The total project cost is currently estimated at \$3,236,311. The budget will be funded with \$552,311 in TIIPP Program funds, \$2,120,000 in Hot Spots Grant funds, \$264,000 in Proposition C Local Return Funds (Pico Rivera's share) and another \$264,000 in funds from the City of Downey. The total in grant funds and local match funds is \$2,672,311 and \$528,000, respectively. The \$300,000 in Proposition C funds will be used to pay for Pico Rivera's share (\$264,000) and staff time (\$36,000).

Approval of the agreement by both City Councils will ensure timely reimbursement of funds. The City Council of the City of Downey is scheduled to approve the agreement at their April 22, 2014 City Council meeting.

As a status update, the project has been initiated and is currently in the design phase. Design is planned to be completed in October 2014 and construction is scheduled to start in January 2015. Staff proceeded with design to avoid grant funds from lapsing.



Ronald Bates

RRB:AC:RG:MPC:lg

Enc. (1- Agreement with the City of Downey; 2- Intersection Concept)

AGREEMENT NO. _____
AGREEMENT BETWEEN THE CITY OF PICO RIVERA
AND THE CITY OF DOWNEY FOR (CASH CONTRACT NO. 632-3D)
THE LAKEWOOD BOULEVARD/ROSEMEAD BOULEVARD AT TELEGRAPH
ROAD INTERSECTION IMPROVEMENT PROJECT

THIS AGREEMENT (“Agreement”) is effective as of this ____ day of April 2014 (“Effective Date”), by and between the City of Downey (“Downey”), a municipal corporation and charter city, and the City of Pico Rivera (“Pico Rivera”), a municipal corporation, for the cooperative implementation of the Lakewood Boulevard/Rosemead Boulevard at Telegraph Road Intersection Improvement Project (the “Project”).

RECITALS

WHEREAS, the boundary between Downey and Pico Rivera coincides with the Telegraph Road centerline;

WHEREAS, Downey and Pico Rivera (jointly referred to as the “Parties” and interchangeably as “Party”) agree that the pavement reconstruction and construction of capacity enhancements at the Lakewood Boulevard/Rosemead Boulevard and Telegraph Road intersection is mutually beneficial to the Parties;

WHEREAS, on January 22, 2013, Pico Rivera received a grant from the Gateway Cities Council of Governments (“COG”), through the Truck-Impacted Intersection Phase 2 Improvement Program, in the amount of \$552,311, for the reconstruction of the existing pavement at the Lakewood Boulevard/Rosemead Boulevard and Telegraph Road intersection as a concrete intersection. Said funds require a match of 35% and are to be prorated between the Parties according to the amount of grant-eligible work completed within each Party’s jurisdictional limits;

WHEREAS, in September 2013, Downey received a grant from the Los Angeles County Metropolitan Transportation Authority (“Metro”) in the amount of \$2,120,000 through the I-605 Freeway Corridor Congestion Hot Spot Study for the implementation of capacity enhancements associated with the Project. Said funds are to be prorated between the Parties according to the amount of grant-eligible work completed within each Party’s jurisdictional limits;

WHEREAS, it is estimated that the cost for the aforementioned improvements at the Lakewood Boulevard/Rosemead Boulevard and Telegraph Road intersection is \$3,182,127, inclusive of professional engineering and construction services and right-of-way acquisition. Each Party is responsible for the portion of actual project costs proportional to the amount of grant-eligible work completed within each Party’s jurisdictional limits;

WHEREAS, the Parties each have appropriated, or will appropriate, sufficient funds to pay for the design, acquisition of right-of-way, construction of capacity enhancements, reconstruction of the existing pavement, and redesign and reconstruction of the traffic signal, at the Lakewood Boulevard/Rosemead Boulevard and Telegraph Road intersection consisting of

the COG and Metro grant funds and the Parties' own funds, if necessary, should the grant funds not sufficiently cover the entire cost of the Project;

WHEREAS, any excess grant funds remaining after the completion of the Project shall be applied to the improvement of Telegraph Road in each jurisdiction west of the Lakewood Boulevard/Rosemead Boulevard intersection;

WHEREAS, the Parties desire to cooperate in the reconstruction of existing pavement and implementation of capacity enhancements at the Lakewood Boulevard/Rosemead Boulevard and Telegraph Road intersection;

WHEREAS, the Parties shall construct the Project within their respective jurisdictions consistent with the Project plans, and any work completed by either Party beyond the Project plans within their respective jurisdiction shall be at the sole expense of said Party and shall not be reimbursed by grant funds;

WHEREAS, Downey will conduct Request for Proposals and Invitations for Bids where applicable for the Project, the responses to which will be jointly reviewed by the Parties;

WHEREAS, the Parties agree that Downey will select an on-call consultant to perform design, construction management, and inspection services;

WHEREAS, the Parties agree to jointly select a contractor from responsive bids and proposals and agree that Downey shall execute a service agreement with the jointly selected contractor; and

WHEREAS, as set forth herein, Pico Rivera shall reimburse Downey for a portion of the amount paid by Downey for costs incurred in completion of the Project, apportioned in the manner as set forth in Section 5..

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, the Parties agree as follows:

SECTION 1. Purpose of the Agreement.

The purpose of this Agreement is to provide for Pico Rivera's reimbursement of a portion of Downey's Costs Incurred in completing the Project and to provide for the defense of any action arising against either or both Parties as a result of the construction of the Project. For purposes of this Agreement, the term "Downey's Costs Incurred" includes costs incurred by the City of Downey, including, but not limited to, expenses arising from project management, design consultants, funding management, right-of-way engineering and acquisition, construction materials and labor, and construction management. Downey's Costs Incurred does not include costs covered by the Metro grant received by Downey or by the COG grant received by Pico Rivera. Pico Rivera's reimbursement of a portion of Downey's Costs Incurred in completing the Project shall be apportioned based on the grant eligible work completed within Pico Rivera's

jurisdictional limits as described more fully in Section 5 below and as agreed in writing between the Parties upon review of the final project plans.

SECTION 2. Term of the Agreement.

The term of this Agreement shall commence on the Effective Date identified above and shall continue until Pico Rivera has remitted to Downey full payment of costs pursuant to Section 5 of this Agreement, or until the Agreement is terminated as provided for in Section 7.

SECTION 3. Project Scope.

The Project will include the following elements:

- Reconstruction of the intersection with a concrete intersection, including the approach and departure legs;
- Acquisition of right-of-way at the southeast corner of the intersection and widening along the south side of Telegraph Road on the east and west sides of Lakewood Boulevard in order to provide width for additional turn lanes, consisting of double left-turn lanes in all four directions and exclusive right-turn lanes in the eastbound and northbound directions;
- Construction of decorative concrete crosswalks;
- Relocation of existing power poles and street lights;
- Construction of curb ramps, drive approaches and miscellaneous sidewalk construction;
- Modification of the existing traffic signal, including the installation of video detection;
- Incidental striping and signing modifications

SECTION 4. Selection of Contractors and Consultants

Downey shall conduct Requests for Proposals and Invitations of Bids where applicable, for the Project. Downey shall consult with Pico Rivera during the selection process regarding the qualifications and costs presented in responding bids and proposals. The Parties will jointly select from responding bids and proposals. Project contractors or consultants shall be hired by Downey. Pico Rivera has the right to review and comment on Downey's agreements with contractors and consultants, prior to execution of the agreements. The Parties agree that any provisions in the contractor or consultant services agreement requiring that Downey is listed as an "additional insured" shall also require that Pico Rivera is listed as an "additional insured." The Parties also agree that the agreement for contractor or consultant services shall require the contractor or consultant to meet with Pico Rivera to provide information necessary to the Project.

During construction of Project, Downey shall furnish a construction manager and/or an inspector ("Downey Project Representative") to oversee the construction work. The selection process of Downey's Project Representative shall involve both Parties, provided that Downey's project representative is not a Downey employee. Pico Rivera may also furnish, at no cost to Downey, an inspector or other representative ("Pico Rivera Project Representative") to inspect the construction of the Project. Should Pico Rivera exercise this option, Downey's and Pico Rivera's respective Project Representatives shall cooperate and consult with each other and any construction conflicts in the field shall be addressed by the Project Representatives from both

Parties. In addition, Pico Rivera reserves the right to address any conflicting issues which may occur within its jurisdiction. However, the orders of the Downey Project Representative shall prevail and be final.

SECTION 5. Reimbursement of Costs.

Pico Rivera shall be responsible for reimbursing Downey for Downey's Costs Incurred which shall be limited and proportional to that amount of grant-eligible work completed within Pico Rivera's jurisdictional limits and as agreed in writing between the Parties upon review of the final project plans ("Pico Rivera's Obligation"). Downey's Costs Incurred does not include costs covered by the Metro grant received by Downey or by the COG grant received by Pico Rivera.

Upon Pico Rivera's receipt of an invoice for Pico Rivera's Obligation for Project costs ("Project Invoice"), such as services performed for, or materials used on the Project, Pico Rivera shall pay the Project Invoice in full. Pico Rivera may use funds available from the COG to pay Pico Rivera's Obligation to the extent said grant funds are available and applicable. The COG funds shall only be applied to the design, construction, project management, construction engineering, and inspection related to the reconstruction of existing pavement associated with the Project, and will not apply to the Project costs related to the implementation of capacity enhancements.

In addition to the Project Invoice showing the balance of Pico Rivera's Obligation due, Downey shall provide Pico Rivera with supporting Project documents, which include, but are not limited to, construction as-built plans, construction and demolition documentation, and centerline monument corner tie point records. Within thirty (30) days of Downey's submittal to Pico Rivera of the Project Invoice showing the balance of Pico Rivera's Obligation and other items (as-built plans, construction and demolition documents and centerline tie records) to Pico Rivera's satisfaction, Pico Rivera shall remit payment to Downey for Pico Rivera's Obligation as shown on the Project Invoice.

SECTION 6. Indemnification.

Each Party, as an Indemnitor, agrees to protect, indemnify, and hold the other Party (the "Indemnitee") and its employees, officers and agents free and harmless from any and all losses, claims, liens, demands and causes of action of every kind, including, but not limited to, the amounts of judgment, interests, court costs, legal fees, experts fees, experts costs, and other expenses incurred by the Indemnitee arising in favor of any Party, including losses and claims regarding personal injuries, death, or damages to property, and without limitation by enumeration, all other claims or demands of every kind occurring or arising directly out of the negligent acts, errors or omissions of the Indemnitor in the performance of its obligations and duties under this Agreement, except when the injury to persons or damage to property are due or claimed to be due to the Indemnitee's negligence or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against either Party to this Agreement, but is intended solely to provide for indemnification of a Party for liability for damages and injuries to third persons or property arising from the Indemnitor Party's negligent

performance of this Agreement. This Section 6 survives the termination or expiration of this Agreement.

SECTION 7. Default and Termination.

- A. Notice of Default. If for any reason, a Party fails to fulfill in a timely and proper manner its obligation under this Agreement, or a Party has violated any of the terms or conditions of this Agreement, the non-violating Party shall provide a Notice of Default to the violating Party setting forth the breached terms or conditions of this Agreement. The violating Party shall then have thirty (30) days to cure the terms and conditions in the written notice. The Notice of Default shall refer to this clause, specify the nature of the alleged default, and shall specify the effective date of the termination in the event that breach does lead to termination.
- B. Failure to Cure. If the violating Party fails to cure and bring into compliance all terms specified, the non-violating Party shall then have the right to terminate this Agreement without further notice to the violating Party. Downey shall only receive reimbursement for Pico Rivera's Obligation, if any is due pursuant to Section 5 of this Agreement, for the portion of the Project performed in compliance with this Agreement as of the termination date.

SECTION 8. Assignment.

The rights and duties of each Party are specific to the Parties and are not transferrable without the consent of the non-transferring Party. Neither Party shall assign rights or responsibilities under this Agreement without the express written consent of the other Party, which may be withheld for any reason or no reason.

SECTION 9. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If following good faith negotiations between the Parties, the Parties are unable to reach a mutually agreeable resolution to the dispute, either party may commence an action in the appropriate court in Los Angeles County as described in Section 14B.
- B. Notwithstanding the indemnification provisions outlined in Section 6 above, if any action, at law or in equity, is brought to enforce or to interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the pursuit or defense of said action, in addition to other relief that may be sought and awarded. This Section 9B shall survive the termination or expiration of this Agreement.

SECTION 10. Notice.

- A. Any notice desired or required to be given pursuant to this Agreement or by any law now or hereinafter in effect shall be given by personal delivery, or by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.
- B. Notice to Downey shall be sent to following address: City of Downey, 1111 Brookshire Avenue, Downey, CA 90241, Attn: Director of Public Works.
- C. Notice to Pico Rivera shall be sent to the following address: City of Pico Rivera, 6615 Passons Boulevard, Pico Rivera, CA 90660, Attn: Director of Public Works.

SECTION 11. Force Majeure.

The respective duties and obligations of the Parties, pursuant to this Agreement, shall be suspended while and so long as performance is prevented or impeded by strikes, disturbances, riots, fires, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing, which are beyond the control of the Party from whom the affected performance was due.

SECTION 12. Waiver.

Either Party's failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any right or remedy that the Parties may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of terms or conditions of this Agreement.

SECTION 13. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

SECTION 14. Governing Law and Compliance.

- A. In performing the duties and obligations pursuant to this Agreement, each Party is responsible for its compliance with all local, State and Federal laws and regulations.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the State trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

SECTION 15. Headings.

The headings, order, and grouping of provisions of this Agreement are for the purpose of convenience and shall not be used to construe meaning or intent.

SECTION 16. Interpretation of Terms.

This Agreement is jointly prepared by the Parties. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

SECTION 17. Entire Agreement and Exhibits.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the Project. Each Party to this Agreement acknowledges that no representation, statement or promise which is not embodied in this Agreement or any other agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by both Parties.

SECTION 18. Authority.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this Agreement on behalf of the respective Parties. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set forth herein.

(Signatures on next page)

CITY OF DOWNEY

CITY OF PICO RIVERA

Fernando Vasquez, Mayor

Brent A. Tercero, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

Adria M. Jimenez, CMC
City Clerk for the City of Downey

Anna M. Jerome, CMC
City Clerk for the City of Pico Rivera

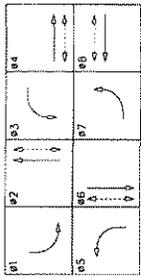
APPROVED AS TO FORM:

APPROVED AS TO FORM:

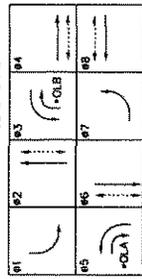
Yvette M. Abich Garcia, City Attorney

Arnold M. Alvarez-Glasman, City Attorney

EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



- OLA PROPOSED EB RIGHT TURN OVERLAP
- OLB PROPOSED WB RIGHT TURN OVERLAP

PM PEAK HOUR	2015 FUTURE	2035 FUTURE
LOS	183.9	57.4
V/C	1.75	1.02
PM PEAK HOUR	2015 FUTURE	2035 FUTURE
LOS	219.1	50.8
V/C	1.81	0.92

DESIGN NOTES

- PROVIDE ADDITIONAL WB LEFT TURN LANE ALONG LAKEWOOD BLVD.
- PROVIDE ADDITIONAL WB LEFT TURN LANE ALONG TELEGRAPH RD.
- PROVIDE ADDITIONAL EB LEFT TURN LANE ALONG TELEGRAPH RD.
- PROVIDE AS A SB LEFT TURN STORAGE ALONG LAKEWOOD BLVD.
- PROVIDE AS A SB LEFT TURN STORAGE ALONG TELEGRAPH RD.
- PROVIDE EB RIGHT TURN POCKET ALONG LAKEWOOD BLVD.
- PROVIDE EB RIGHT TURN POCKET ALONG TELEGRAPH RD.
- PROVIDE EB RIGHT TURN OVERLAP PHASING
- PROVIDE EB RIGHT TURN OVERLAP PHASING

LEGEND:

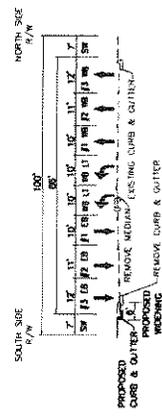
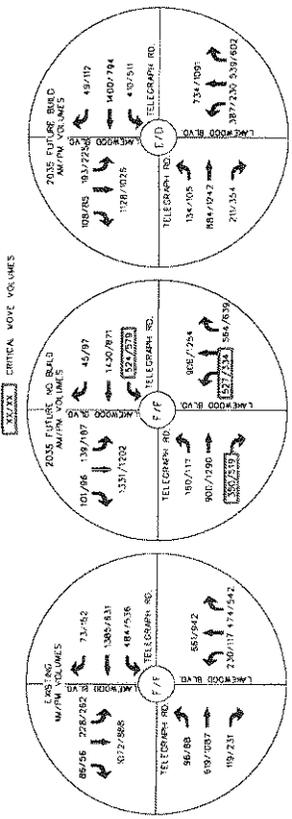
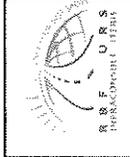
- 1 EXISTING STRIPING & MARKINGS TO REMAIN
- 2 PROPOSED STRIPING & MARKINGS
- 3 EXISTING PAV
- 4 EXISTING CURB
- 5 PROPOSED CURB
- 6 EXISTING PAV
- 7 PROPOSED PAV
- 8 EXISTING CITY BOUNDARY
- 9 EXISTING CITY BOUNDARY



SCALE: 1"=40'

ARTERIAL CONCEPTUAL PLAN

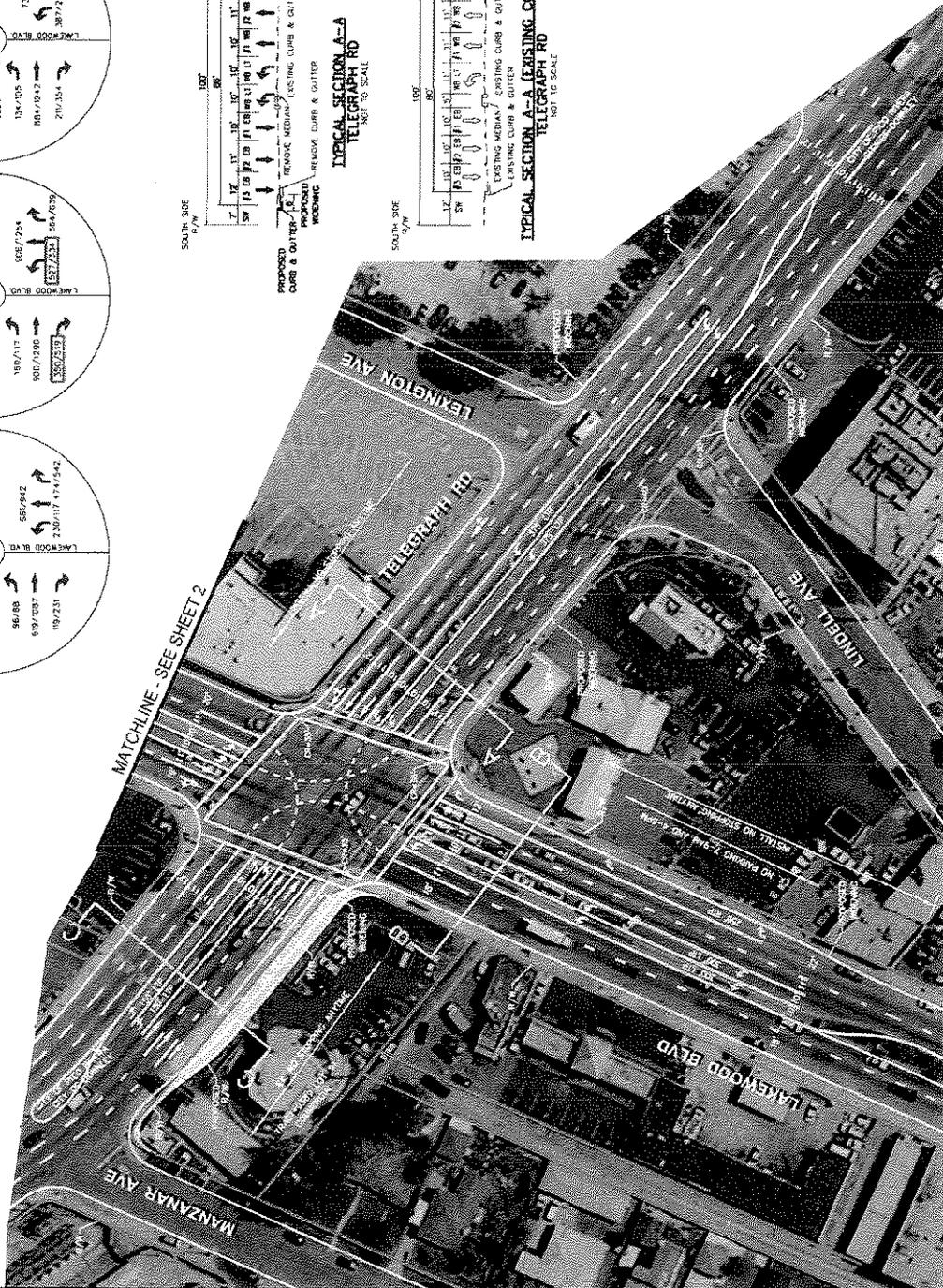
INTERSECTION #12
LAKEWOOD BLVD & TELEGRAPH RD
SHEET 1 OF 2
CITY OF DOWNET AND PICO RIVERA



TYPICAL SECTION A-A (EXISTING CONDITIONS)
TELEGRAPH RD
NOT TO SCALE



TYPICAL SECTION A-A (PROPOSED CONDITIONS)
TELEGRAPH RD
NOT TO SCALE





To: Mayor and City Council
From: City Manager
Meeting Date: April 22, 2014
Subject: PASSONS BOULEVARD UNDERPASS PROJECT, PHASE IV, CIP NO. 20053 – AUTHORIZATION TO BID

Recommendation:

- 1) Approve Plans, Specifications and Estimate (PS&E) for the Passons Boulevard Underpass Project, Phase IV, CIP No. 20053; and
- 2) Authorize the City Clerk to publish the Notice Inviting Bids; and
- 3) Approve the Notice of Exemption, and authorize the City Clerk to file it with the County Recorder.

Fiscal Impact: \$180,000 (Traffic Congestion Relief Program - State Funds)

Discussion:

The Passons Boulevard Underpass Project is a multi-phase project that was implemented to improve safety and reduce traffic congestion. Several phases have been completed such as the construction of the Passons Boulevard Underpass and the Passons Boulevard/Rivera Road Traffic Signal Project.

The final phase of the project (Phase IV) is necessary to further enhance safety at the underpass. Phase IV improvements, which will mitigate issues that arose after the construction of the underpass, consist of (a) installation of a hand rail at the top of the westerly slope to increase pedestrian safety, (b) slope repairs between Slauson Avenue and the new bridge along the west side of Passons Boulevard, (c) construction of a drainage system on top of the slope to prevent slope erosion, and (d) installation of additional landscaping on the northeast corner of Rivera Road and Passons Boulevard.

Design is complete and the next step is advertising for construction.

The Engineer's Estimate for construction is \$180,000. \$150,000 of the funds will be spent on construction, \$25,000 in contingency and \$5,000 in staff time. State grant funds, from the proceeds of the sale of the surplus properties, will be used to fund the construction.

COUNCIL AGENDA REPORT – MTG. OF 4-22-14
PASSONS BOULEVARD UNDERPASS PROJECT, PHASE IV, CIP NO. 20053 –
AUTHORIZATION TO BID
Page 2 of 2

The estimated schedule is the following:

- Advertise Construction April and May 2014
- Bid Opening June 2014
- Award of Construction June 2014
- Construction July to September 2014

Construction management and inspection services will be provided by the Public Works Department, Engineering Division, while construction support services will be provided by HDR Engineering under their current contract.

Pursuant to the guidelines of the California Environmental Quality Act, Phase IV of the Passons Boulevard Underpass Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of existing streets.

Plans and specifications are available for review at the Public Works Department.

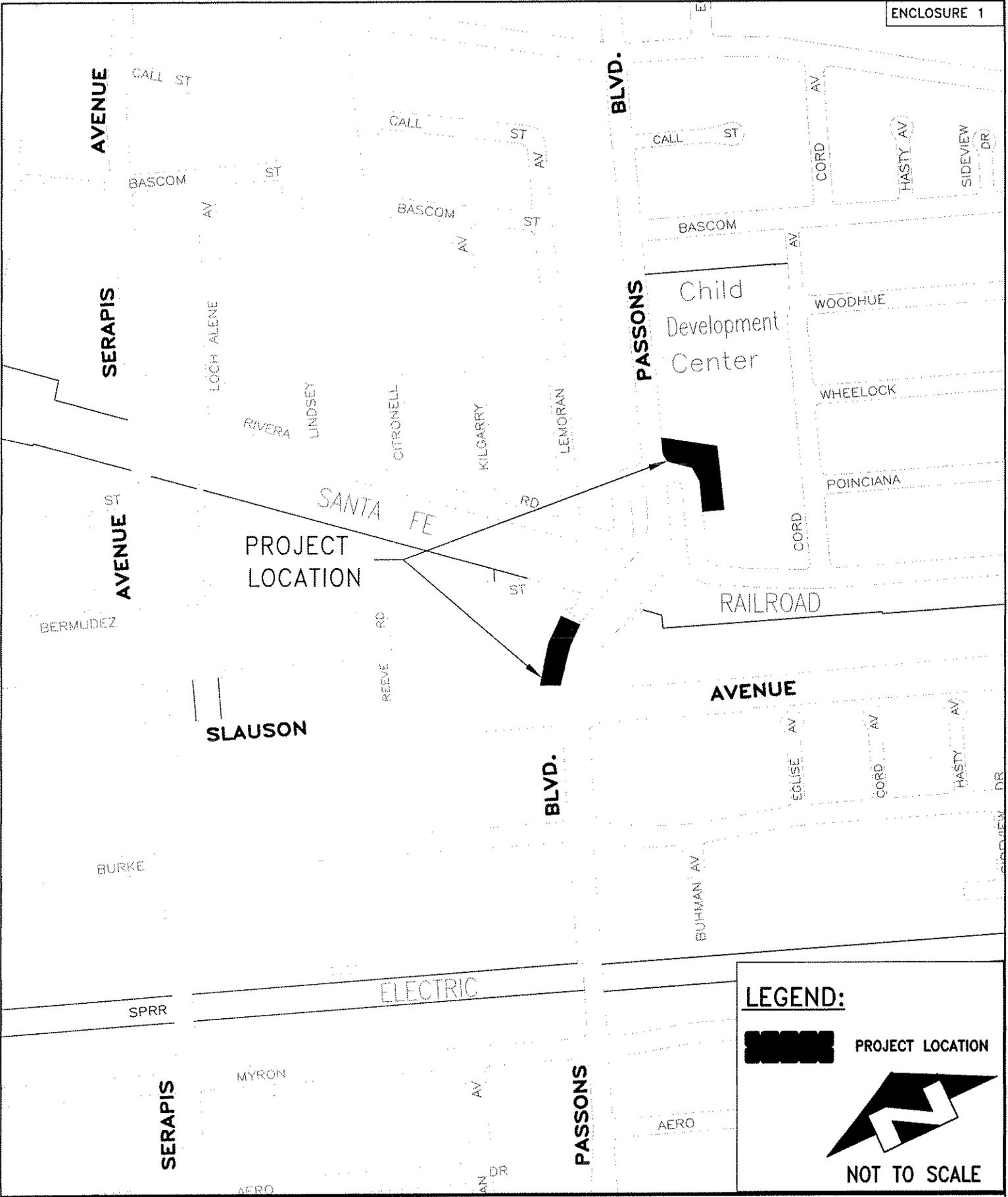


Ronald Bates

RRB:AC:JL:lg

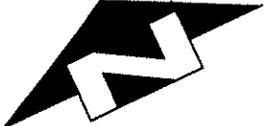
Enc.

- 1) Passons Boulevard Exhibit – Vicinity Map
- 2) Notice of Exemption



LEGEND:

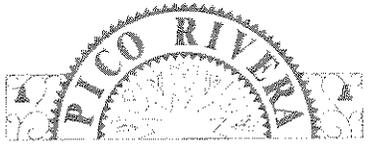
 PROJECT LOCATION



NOT TO SCALE

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 PASSONS BOULEVARD PHASE IV IMPROVEMENTS PROJECT



PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 4-10-14

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660
(Address)

Project Title: CIP No. 20053: Passons Boulevard Underpass Improvements Project Phase 4

Project Applicant: Arturo Cervantes, Public Works Department Director

Project Location - Specific:
The project is located within the public right-of-way along the west side of Passons Boulevard between Slauson Avenue and the Burlington Northern Santa Fe Railroad underpass bridge, and on the northeast corner of Rivera Road and Passons Boulevard.

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
The project consists of installation of a handrail at the top of the westerly slope along Passons Boulevard, slope repairs along the west side of Passons Boulevard between the Burlington Northern Santa Fe Railroad underpass bridge, construction of a drainage system to prevent slope erosion, and installation of additional landscaping on the northeast corner of Rivera Road and Passons Boulevard. The purpose of the project is to install public safety improvements. The beneficiaries are the citizens of Pico Rivera and the surrounding community.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Rene Guerrero, Assistant City Engineer

- Exempt Status: (check one):
[] Ministerial (Sec. 21080(b)(1); 15268);
[] Declared Emergency (Sec. 21080(b)(3); 15269(a));
[] Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
[X] Categorical Exemption. State type and section number: Section 15301, Class 1 - Existing Facilities
[] Statutory Exemptions. State code number:

Reasons why project is exempt:
The project is exempt as it will merely alter an existing facility, and will not result in changing the use of the roadway right-of-way or in increasing capacity of the roadway.

Lead Agency
Contact Person: Rene Guerrero Area Code/Telephone/Extension: (562) 801-4417

- If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [] Yes [] No

Signature: [Signature] Date: 4/15/14 Title: Assistant City Engineer

[X] Signed by Lead Agency [X] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR:
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.



To: Mayor and City Council
From: City Manager
Meeting Date: April 22, 2014
Subject: PARAMOUNT BOULEVARD LANDSCAPE MEDIAN IMPROVEMENTS, CIP NO. 21272 - AWARD PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES

Recommendation:

Award a Professional Services Agreement to Joseph C. Truxaw and Associates, Inc. for engineering services necessary to prepare the design documents for the Paramount Boulevard Landscape Median Improvements, Whittier Boulevard to Mines Avenue, CIP No. 21272, for an amount not-to-exceed \$130,600, and authorize the Mayor to execute the Agreement in a form approved by the City Attorney.

Fiscal Impact: \$130,600 (Proposition C, State Local Return Funds)

Discussion:

The Paramount Boulevard Landscape Median Improvements, Whittier Boulevard to Mines Avenue, CIP No. 21272, is in the City's Capital Improvement Program. This project proposes to install raised landscaped medians on Paramount Boulevard to improve safety in this segment of roadway that has a history of vehicular accidents.

To begin the design phase, it is necessary to secure an engineering consultant. A Request for Proposal (RFP) was released on February 12, 2014 to fourteen (14) qualified engineering firms. Services requested were project management, agency & utility coordination, preliminary & final engineering/design, and construction support services. On March 4, 2014, six (6) proposals were received.

A technical panel ranked the proposals. On April 2, 2014, a panel (City of Downey Deputy Public Works Director, Pico Rivera Assistant City Engineer, and Pico Rivera Project Manager) interviewed the top three consultants (Joseph Truxaw and Associates, Kabbara Engineering and Willdan Engineering). Joseph C. Truxaw and Associates, Inc. (Truxaw) received the highest ranking. Accordingly, the City Council is requested to award a \$130,600 contract to Truxaw.

The technical panel used qualification-based selection criteria to rank the consultants. The criteria weighed a number of factors such as project manager and team qualifications, experience on similar projects, and understanding of technical issues.

After the panel ranked the consultants, a comprehensive cost analysis was performed by the Director of Public Works/City Engineer. The analysis considered each consultant's total in fees and the average hourly rate. Even though Kabbara Engineering provided the lowest fee proposal and Willdan Engineering offered the lowest average hourly rate, the highest ranked consultant was Truxaw when you consider both cost and qualifications (Truxaw offers the third lowest fees and hourly rates). This is noteworthy considering the heavy weight given to cost in the analysis (See Enclosure 2).

After the selection of Truxaw as the highest ranked consultant, the fee proposal was negotiated from \$148,300 to \$130,600. Truxaw offers the following:

- **Cost-effectiveness** - At the conclusion of the selection process, a cost-effectiveness analysis was completed. Truxaw was found to be the highest ranked consultant when you consider both costs and qualifications (See Enclosure 2).
- **Fee Proposal** - Truxaw offers a reasonable fee proposal. Their fee (not-to-exceed \$130,600) is 16% below the average fee which is \$156,099.
- **Experienced Project Manager** - With 33 years of experience, the Project Manager is a Registered Engineer with over 150 municipal projects. Truxaw's combined engineering and land surveying experience spans over 100 years.
- **Superb knowledge of project issues** - Truxaw demonstrated wide-ranging knowledge of the latest in State and Federal funding guidelines, utility and ADA issues, and impacts to residents, parking and traffic. Truxaw is also well versed in the latest in traffic equipment technologies that could be implemented for this project.
- **Landscape Architect** - With over 30 years of experience, the Principal Landscape Architect has completed hundreds of landscape designs and numerous similar projects.

Design and construction are anticipated to be completed in December 2014 and June of 2015, respectively.



Ronald Bates

RRB:AC:GD:lg

Enc.

- 1) Professional Services Agreement and Fee Proposal
- 2) Consultant Rankings and Cost Analysis
- 3) Selection Criteria
- 4) Vicinity Map

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PICO RIVERA AND
JOSEPH C. TRUXAW AND ASSOCIATES, INC

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the CITY OF PICO RIVERA, a California municipal corporation ("City") and JOSEPH C. TRUXAW AND ASSOCIATES, INC, a Sole Proprietorship ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services necessary for the delivery of a Capital Improvement Program project. The Consultant will provide engineering design services for Paramount Boulevard Landscape Median Improvements from Whittier Boulevard to Mines Avenue, CIP No. 21272,, or as set forth in the Consultant's March 4, 2014 proposal to City attached hereto as Exhibit A.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's March 4, 2014 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's proposal to City attached hereto as Exhibit B.

3.3 "Commencement Date": May 1, 2014

3.4 "Expiration Date": June 30, 2015

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date after which it shall continue on a month-to-month basis unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thirty Thousand Six Hundred Dollars (\$130,600) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work consistent with the professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty 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 Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. William T. Truxaw shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any 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 Consultant's negligent performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property to the extent such costs result from or arise out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 City does not, and shall not, waive any rights that it may possess against Consultant 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.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. **INSURANCE**

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.
- 15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 15.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years 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.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Brent A.Tercero, Mayor
City of Pico Rivera
PO Box 1016
6615 Parsons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

William T. Truxaw, PE
Vice President
JOSEPH C. TRUXAW AND ASSOCIATES, INC
265 S. Anita Drive. Suite III
Orange, California 92869
Facsimile: (714) 935-0106

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North,
Suite 400, West Tower
City of Industry, California 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form

and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

25. NON-WAIVER

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"CITY"

"CONSULTANT"

CITY OF PICO RIVERA

JOSEPH C. TRUXAW AND ASSOCIATES, INC.

Brent A. Tercero, Mayor

William T. Truxaw

William T. Truxaw

Title: Vice President

Dated: _____

Dated: 4.15.2014

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

Dated: _____

Dated: _____

March 4, 2014
Updated April 9, 2014

Arturo Cervantes, P.E
Director of Public Works/City Engineer
City of Pico Rivera, Public Works Department
6615 Passons Boulevard
Pico Rivera, CA 90660

**Project: Paramount Boulevard Landscape Median Improvements
CIP No. 21272**

Dear Mr. Cervantes,

Thank you for inviting Truxaw and Associates to submit this proposal. We are pleased to respond and trust you will be satisfied with Truxaw's services. Since 1975 Truxaw and Associates has completed many projects in Pico Rivera including two on Paramount Boulevard. Additionally, we have recent experience working directly for the City of Pico Rivera. Last year we completed the Bartolo Record of Survey for Rene Guerrero.

The Truxaw team advantages include:

- a project team manager, Bill Truxaw, who is a principal of Truxaw & Associates and has over 33 years of public works roadway design experience in Southern California,
- a project team with success on similar public works projects, and
- a genuine commitment to serve the City of Pico Rivera on this particular project.

Primary Contact

Bill Truxaw will serve as the design team project manager and be the primary contact with the City of Pico Rivera through the duration of the design and construction phases. Bill's ability to remain focused on the City's goals and be in regular contact with your staff via meetings, telephone, e-mail and other correspondence will insure the City's goals are met.

Work to Date

To demonstrate Truxaw's interest in the project and in the preparation of this proposal, we have met with the City, performed research and field inspected the project limits. Our work included:

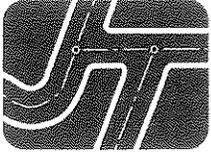
- discussing the project over the phone with Gladis Deras,
- researching bench mark and corner records with the County of Los Angeles,
- field reviewing the project limits to identify and document with notes, measurements and photos project parameters discussed in the RFP,
- meeting with Gladis to further discuss the project and,
- reviewing the utility and street plans requested by Truxaw & supplied by the City.

This preparation will allow Truxaw's team to move forward with confidence and efficiency once notified to proceed.

References

To discuss Truxaw's experience and our proven track record of success, we encourage you to contact the public agency references in Section VIII of this proposal.

265 S. Anita Dr.
Suite III
Orange, CA 92868
(714) 935-0265
FAX (714) 935-0106



The Next Step

We hope to be invited to an interview so we may further discuss our team's knowledge of the project as well as further discuss your project goals.

Sincerely,

JOSEPH C. TRUXAW AND ASSOCIATES, INC.

A handwritten signature in cursive script that reads "William D. Truxaw".

P.E.

VICE PRESIDENT

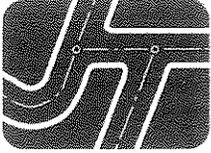
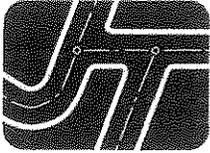


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Appendix

- Field Observations Exhibit



I. Corporate Structure and Background

Company History, Ownership and over 45 years of Stability

Joseph C. Truxaw & Associates Inc. (Truxaw) was founded by Joseph C. Truxaw in 1967 while serving as Director of Public Works & City Engineer at the City of La Palma. The firm incorporated in 1975 as a California corporation and has been continuously incorporated since then. While Joseph C. Truxaw was the original owner of the company, ownership transitioned in the early 1990's. The current owners include Joseph G. Truxaw (President), Stephen M. Hager (Vice President) and William T. Truxaw (Vice President).

Experience of Principals

Truxaw and Associates has been in business since 1967 providing public works and private development services throughout the State. Around 1990, however, more local agencies called upon Truxaw to perform surveying and engineering work. Since then we have served nearly a dozen agencies, some for over 20 years. Public works projects have been managed primarily by Joe Truxaw, Bill Truxaw and Craig Di Bias. Their combined engineering and land surveying experience spans over 100 years. Their expertise and professional reputations are widely known within the local public works community.

II. Project Manager & Principal Team Members

Team Overview

Bill Truxaw of Truxaw & Associates has carefully reviewed the project RFP, discussed the project with the Gladis Deras and responded to the request for proposal by choosing a team of professionals best suited for the success of this project. The Truxaw team members have years of experience with the specific tasks required on this project.

Key Team Members & Specific Roles for this Project

Bill Truxaw, PE will serve as *Project Manager and Principal-in-Charge* for the duration of the project. Bill's 33 years of project management, civil engineering and land surveying expertise in southern California. Having prepared over 150 street improvement plans Mr. Truxaw has public agency plan checking experience on dozens of median and street improvement plans.

Previous public works project experience includes:

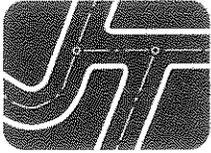
- Euclid Street widening from I-5 Freeway to Crescent
- Lincoln Avenue east of Beach
- Katella Avenue west of Main
- Tustin Street & Chapman
- Main Street & Chapman
- Chapman Avenue & Prospect

Proven ability to deliver project on time and on budget: Contact our references

The RFP requests information on the proven ability of the project manager to perform the project required tasks on schedule and within budget. Perhaps the best way to confirm this is to speak with the references listed in this proposal, and we invite you to do so. Additionally, Bill Truxaw, a company principal and the project manager assigned to this project, has secured for himself and the company the distinction of excellence in the civil engineering business for over 3 decades.

On this specific project Bill Truxaw will:

- prepare meeting agenda, lead project meetings with the City and prepare meeting minutes,
- direct the project team of Truxaw and Associates as well as Truxaw's subconsultants,



- oversee preparation of preliminary & final plans/profiles, specs & estimates,
- oversee the preparation of the NPDES documentation,
- lead the consultant team in the Community Outreach Meeting and City presentations,
- be available on a daily basis to address City questions and comments,
- direct the timing and track submittals to Caltrans and the City,
- prepare Request for Authorization to Proceed with Construction (RFAPC) forms,
- perform a quality assurance & coordination review of all submittal documents,
- sign all final civil engineering documents,
- perform the required bid and construction support services, and
- sign and seal the final as-built median plan drawings.

Craig Di Bias, PE will serve as *Project Engineer* for the duration of the project. Craig has 21 years of experience with Truxaw and Associates during which he has successfully managed and completed dozens of street designs.

On this project Craig will assist Bill Truxaw with coordination of the project team, City and Caltrans correspondence, utility research and coordination, street plan/profile design, NPDES services, project specifications and cost estimates. Craig will also assist with the field support services during construction.

Joseph G. Truxaw, PLS will serve as the *Project Surveyor*. Having prepared hundreds of field surveys during his nearly 40 years with Truxaw & Associates, Joe has served as the City Surveyor for the City of Mission Viejo as well as a long team consultant to the City of Anaheim.

On this project Joe will direct the field design surveys.

Michael Sullivan, ASLA of Site Design Studio, Inc. will serve as *Principal Landscape Architect*. With over 30 years of experience as a landscape architect, including dozens of projects with Truxaw and Associates, Mr. Sullivan has completed hundreds of landscape designs for both public agencies and private developers with an emphasis on California native and drought tolerant plantings sensitive to water use efficiency.

On this project Mr. Sullivan will provide principal support for design direction and implementation of current planting and water use standards.

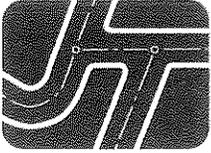
Joe McNicoll, LA of Site Design Studio Inc. will serve as the *Project Landscape Architect*. Mr. McNicoll has over 8 years of experience in design, construction documents, & construction observation of public works, commercial and resort projects. Having worked with Truxaw on over 20 projects, Site Designs innovative, creative and cost effective design solutions have been rewarded with repeat business from many southern California public agencies, resort & entertainment corporations and private developers.

On this project Joe will design & manage the landscape & irrigation plans for the medians.

Christopher Bedord, LA of Site Design Studio, Inc. will serve as technical support for the landscape architecture team. Chris has 20 years of experience in design and construction of both public and private landscape projects. His technical expertise will ensure that all current landscape standards are applied and the overall quality control of the construction documents.

Thomas J. Wheat, PE, TE of TJW Engineering will serve as the *Project Traffic Engineer*. All traffic related portions of this project will be led by Thomas who has over 20 years of project managing and design experience in the traffic engineering profession. He has worked extensively in Southern California over the past 11 years. Thomas has prepared and designed hundreds of traffic engineering design plans and transportation studies.

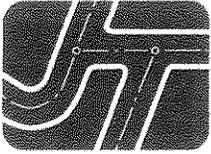
Thomas and the TJW team have worked with Truxaw on a variety of projects over the past 10 years providing traffic impact studies, sight distance studies, signing/stripping plans and traffic signal plans. Thomas will be assisted by **Jeffrey Weckstein** and the technical staff of TJW.



On this project Thomas and Jeffrey will lead the preparation of the traffic studies and other documents described in Tasks 3.03, 3.04, and 3.05. They will also lead the preparation of signing and striping plans, traffic signal plans, estimates, special provisions and other tasks described in Tasks 3.05, 4, 5, 6, 9, and 10.

John H. Douglas, AICP will serve as the *Project Environmental Consultant*. John's 38 years in the southern California planning field includes 15 years in planning agency management. John was formerly Chief of Environmental Planning for the County of Orange and Principal Planner/Environmental Coordinator for the City of Newport Beach. During his 17 years in private practice John has prepared thousands of environmental documents for numerous projects.

On this project John will prepare the environmental documents described in Task 3.06 in the RFP, make the submittals to Caltrans and address their comments.



III. Understanding of Project and Description of Work Approach

General Introduction

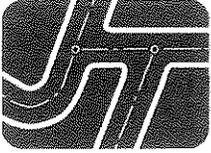
The Paramount Boulevard Median project includes the following:

1. construction of a new median to provide both vehicle safety and an attractive landscaped median in the street,
2. upgrades to pedestrian paths of travel through compliance with federal ADA ramps at intersections and crosswalks,
3. a local widening (bulb-out) of the curb at the southwest corner of Whittier Boulevard to gain an ADA path of travel around an existing signal pole and electrical tower K-rail, and
4. upgrades to traffic signals to meet current California Manual on Uniform Traffic Control Devices (CA MUTCD) requirements.

Discussion of Key Issues & Specific Observations at Site & Discussions with City

Bill Truxaw field reviewed the extents of the entire project on February 25th and noted the items below which Truxaw will further discuss with the City, make recommendations in Task 3.02 and address during the design phase. Please see the "Field Observations Exhibit" in the Appendix of this proposal.

1. ADA ramps: There are numerous existing access ramps which do not meet the current ADA or California CBC Codes.
2. Driveway crossings: There are several driveway crossings, primarily at the north section of the project, which do not have a 2% path of travel across them or that have curb returns with a small curb face which could be a trip hazard.
3. Manhole on centerline: There is an existing manhole on the centerline which will need to be adjusted to grade when the new median is constructed.
4. Sign clearance: There is at least one sign which is within the 80" clear head clearance height in a sidewalk area. We will recommend to raise the sign to provide head clearance.
5. Damaged traffic signal pole: There is a badly damaged signal pole on the west side of the street of which we will recommend replacement.
6. Traffic Signal Heads: There are several traffic signal head modules that are 8" in diameter, which we would recommend be upgraded to 12" CA MUTCD standard. The new traffic signal heads would utilize LED high efficient technology. We will indicate the upgrades on schematic traffic signal plans with notes and in the specifications.
7. Survey Monuments: There are few survey monuments on centerline but some centerline ties in the curbs especially at the southerly portion of the project. Corner records will be prepared by Truxaw at locations where ties or monuments may be destroyed by construction.
8. Existing median to remain: The existing medians near the north end of the project will remain and be joined as the new median proceeds to the south.
9. Dunlap Crossing Road: There are no curb ramps at this intersection nor is there a striped north-south crosswalk. The tight centerline curve radius at this intersection appears to be substandard based on the observed speed of traffic. An adjacent LED portable sign with radar capability indicated actual vehicle speeds in excess of the posted 25 MPH speed posted on the sign. A photo of the sign is on the cover of this proposal.
10. Pedestrian Signal Heads and Pushbuttons: The existing pedestrians signal heads could be replaced with the latest CA MUTCD LED countdown type pedestrian heads to meet the latest standards and to promote pedestrian safety. The pedestrian push



buttons could also be upgraded to latest type B pushbutton type. We will indicate the upgrades on schematic traffic signal plans with notes and in the specifications.

Meeting with City

Following a field review, Bill Truxaw visited the City to further understand the project goals. The following were discussed:

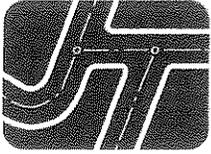
1. Landscape Design: The City is interested in a drought-tolerant landscape concept which blends well with the locality of the project; perhaps a concept which blends with the plant types along the adjacent meandering bike trail west of Paramount while recognizing the planting on the residential and commercial zone on the east side of the street. The Truxaw team will further discuss this and make recommendations, even as soon as the interview process.
2. Recently completed median projects: The City referenced recently constructed median projects on Telegraph Road and Beverly Boulevard. Bill Truxaw reviewed these locations after his meeting with the City to photo-document the landscape and hardscape in anticipation of recommending a unique design for Paramount.
3. Traffic Signal Deficiencies: Regarding existing traffic signals, the City desires to upgrade all non-CA MUTCD compliant signal heads, ped buttons and sign heights as part of this project. These are discussed in this proposal and will be accomplished on the PS&E.
4. Traffic Accidents: Bill Truxaw asked where the majority of major accidents referenced in the RFP have occurred. The City confirmed that the major accidents have occurred at the intersection of Dunlap Crossing Road. After the Traffic Study, our team will make safety recommendations for this intersection as well as recommendations for median design and other locations with safety concerns.

Work Sequence and Approach

1. Project Management

1. Attend kick-off meeting with City representatives to review the project in detail, and determine the City's specific requirements concerning street crown, schedule, potential concerns and cost limitations.
2. Maintain continuous communication with the City of Pico Rivera Project Manager, including meetings to review the initial concept plan and project status at 65%, 95%, and 100% completion.
3. Provide agendas of special items for discussion, and meeting minutes listing actions.
4. Provide a detailed project schedule with updates on a monthly basis.
5. Maintain continuous awareness of the status of each task as it proceeds, and make provisions to expedite and resolve any difficulties that may impede progress.
6. Proactively initiate communications efforts between the design team to address key issues timely.
7. Participate with City staff in presentations at City offices to City Council or Committees. These presentations are included in Task 3.05.03 in this proposal.

*Deliverables:
Meeting Schedules
Meeting Agendas and Minutes*



2. Agency and Utility Research/Coordination

1. As part of the preparation of this proposal, Truxaw has already requested and obtained City of Pico Rivera utility map records. Upon notice to proceed, Truxaw will continue by performing the following:
2. Coordinate with the affected utility companies within the project limits as well as adjacent Agencies as necessary.
3. Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans, and notify of the need to install planned facilities in the area of the project.
4. Coordinate with utility companies if upgrades to their facilities are planned by them.
5. Review utility information to determine the impact of the project on the various utilities, including making contact with each affected utility company to determine profiles of high hazard/high pressure facilities that may interfere with proposed construction.
6. Attempt to identify ownership of unknown utility lines.
7. Submit plans to the utility companies at appropriate dates for review and comment, including notification of date of planned construction start.
8. Maintain a utility contact matrix documenting contacts, issues, etc. with utility companies.

Deliverables:
Meeting Agendas and Minutes
Utility notification letters
Utility Matrix

3.01. Topographic Design Surveys

Surveys will be based on the County of Los Angeles Bench Mark system and the California State Plane Coordinate system. The Survey will be used as the Base Map for conceptual designs and final construction drawings.

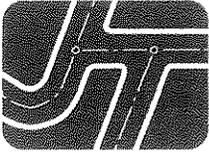
1. Topographic Surveys and Cross Sections: A field survey of all visible surface features within areas to be improved (new median, non-compliant ramps, new bulb-out at Whittier Boulevard, etc.) will be performed by Truxaw's survey crews. Cross Sections will also be field surveyed at 50 foot intervals and at grade breaks and join locations within the center of the street where the new median will be constructed. The survey will omit areas where no new improvements are planned such as sidewalks, currently compliant ramps, parkways, street pavement and other locations where no new work is planned.
2. Scale of Surveys: The Surveys will be plotted in AutoCAD and be compatible with the City's CAD system. The scale of the Surveys will be 1"=20'.

Deliverables:
Electronic copy of field survey
ASCII File of Field Survey

3.02. Records Research and Field Reviews

Services required include, but are not limited to, the following:

1. Research and review base data documents including as-built improvement plans, utility information, existing pavement section information, and other available record data.
2. Prepare a Field Condition Assessment Memo. Include the following:



- a. Perform preliminary field reconnaissance and photo-document existing conditions.
 - b. Identify special conditions that might create conflicts or change orders during construction. Identify how issues will be resolved.
 - c. Evaluate and inventory roadway for ADA compliance. Document existing ramps and make recommendation for improvements. Additionally, identify locations not currently complying with ADA requirements and make recommendations. Truxaw has already identified many of these in this proposal phase.
3. Conduct a Design Review field meeting with City staff at 65% and 95% design completion to evaluate design recommendations against existing conditions.

Deliverables:

*Six (6) Copies of a Field Condition Assessment Memo
Two (2) Design Review Field Meetings*

3.03

3.04. Traffic Analysis/Study & HSIP Compliance

Study Intersections and Area

TJW Engineering (TJW) has included in this proposal the analysis of up to 10 intersections and major driveways within the project work limits. TJW will obtain recent traffic data from a data collection agency. The counts would include AM, Noon and PM peak hour turning movement counts for the intersections, and 24-hour ADT counts with vehicle classification data at up to three locations on Paramount Boulevard.

Existing Circulation System

TJW will provide an inventory of the project work limits based on field review of the area. The number of lanes and intersection controls at study intersections and major driveways will be identified. Additionally TJW will document existing bicycle and pedestrian facilities in the study area. The field review will identify major trip generators along the median corridor.

Future Circulation System with Proposed Medians

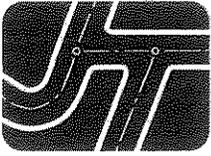
Based on field review and collected data, TJW will make recommendations for the location of median openings and discuss U-turn possibilities and circulation changes due to the construction of a raised median. Alternative routes available to developments affected by construction of the raised median will be identified.

Level of Service Analysis

A level of service analysis will be conducted at the identified study intersections and major driveways that are potentially impacted by the project. The analysis will utilize the Highway Capacity Manual (HCM) analysis methodology for signalized and unsignalized intersections.

The analysis of traffic and level of service will be provided for the following scenarios and will include an assessment of traffic mitigation measures if any are required:

1. Existing Traffic Conditions;
2. Existing Plus Project Traffic Conditions;



The level of service analysis will determine if the changes in access and resulting circulation changes will have any impacts at intersections and driveways within the project limits.

Design Recommendations

The traffic study will recommend median width, lane widths and landscape requirements to ensure that site distance requirements are met within the project limits. Based on the collected traffic volumes and redistribution of traffic, turn pocket lengths will be recommended.

Traffic Collision History Review

TJW will coordinate with City of Pico Rivera staff to obtain three years of traffic collision history within the project limits. The collision data will be reviewed to determine if there are collision patterns or frequencies that need to be addressed by the proposed project.

HSIP Compliance Memo

Separate from the traffic analysis report, TJW will prepare the Highway Safety Improvement Program (HSIP) compliance memorandum. The memorandum will document the project's compliance with the HSIP program and identify those project elements that do not qualify to be funded by the HSIP program.

Deliverables:

- Six (6) copies of a Traffic Report*
- Six (6) copies the HSIP Compliance Memo*

3.05. Concept Plans

Truxaw will coordinate with the City to prepare design level concept plan and participate in meetings to obtain stakeholder approval. Services required include but are not limited to the following:

3.05.01. Draft Roadway Median Concept Plans

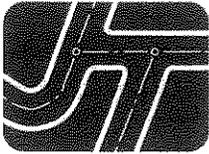
Truxaw will prepare rendering and design level concept plans based on input from various stakeholders.

The Consultant shall perform the following:

1. Reconnaissance - Review existing conditions, traffic circulation, land use, etc. Review and evaluate preliminary median layout concepts developed by the City. Meet with City staff to discuss key issues and make recommendations. Prepare a memo that identifies key issues and makes recommendations.
2. Conduct driveway and intersection counts as deemed necessary. Assume counts will be taken at five driveways and all intersections.
3. Prepare draft roadway median concept plans and engineering estimates. Obtain City input and incorporate changes as requested.
4. As necessary, prepare renderings, exhibits, photo-simulations, in color, as necessary for presentation to the City Council, advisory committees, commissions, etc.

Deliverables:

- Technical Memo with Key issues, Six (6) Copies*
- Draft Median Concept Plans, Six (6) Copies*
- Renderings, photo-simulations, and exhibits, Six (6) Copies*
- Engineering Estimate*



3.05.02 Draft Landscape Median Concept Plan

All work identified herein shall be performed by a certified Landscape Architect. Resume(s) shall be included in the Proposal.

Meet with the City to discuss preferred conceptual designs for the proposed medians.

Consultant shall incorporate drought-resistant landscaping in the design and specify drought-resistant plants in the project specifications.

Prepare and present preliminary landscape and architectural layout plans, along with engineering estimates to the City. Include plant palettes, photo simulations and conceptual colored plan views and typical median sections.

Incorporate City input and finalize draft landscape concept plan.

Deliverables:

*Draft Landscape Median Concept Plan, Six (6) Copies
Presentation Material (Plant Palettes, photo simulation, colored plan views, etc.), Six (6) Copies
Engineering Estimate*

3.05.03 Public Outreach

The City anticipates having one (1) public outreach meeting. Prior to closing out the concept phase project approval must be obtained from the City Council and other City commissions, if necessary. The Truxaw team will participate in this approval process and prepare up to two (2) presentations.

Deliverables:

*Up to 2 Presentations
Meeting Minutes with list of interested stakeholders their comments*

3.05.04 Final Concept Plans

Following the conclusion of City, stakeholder, and City Council meetings and input, Truxaw will prepare design-level median concept plans and an engineering estimate.

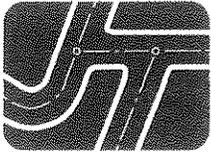
Deliverables:

*Final Median Concept Plans, Six (6) Copies
Engineering Estimates*

3.06.Environmental Studies

Only the construction of the project will be funded with the HSIP funds, a federal fund. John Douglas will prepare environmental documents in accordance with Federal Guidelines, National Environmental Protection Agency requirements, and the LAPM. Work includes, but is not limited to, the following:

1. Direct coordination with Caltrans Local Assistance Staff as necessary to obtain approval of the Preliminary Environmental Studies.
2. Preparation of documents in accordance with Chapter 7 of the LAPM including but not limited to Field Review (LAPM Exhibit 7-B), Field Review Attendance Roster (LAPM Exhibit 7-G), Roadway Data (LAPM Exhibit 7-C), Preliminary Environmental Study (LAPM Exhibit 6-A), and accompanying technical documents, to determine the recommended level of environmental document required.
3. If needed, prepare the Record of Public Hearing including preparation of the Notice of Public Hearing (LAPM Exhibit 8-A) or prepare the Record of Opportunity



for a Public Hearing including preparation of the Notice of Opportunity for Public Hearing Proposal (LAPM Exhibit 8-B).

4. The City will publish the Notice of Public Hearing or Notice of Opportunity for Public Hearing Proposal and hold the public hearing/community meetings according to the LAPM. Consultant to prepare meeting minutes.
5. Prepare the Categorical Exemption/Categorical Exclusion Determination Form (LAPM Exhibit 6-F) for NEPA compliance and for State projects only, CEQA compliance.
6. Obtain timely approvals from Caltrans.

3.07.National Pollution Discharge Elimination System (NPDES) Program Compliance

The project is required to comply with NPDES program requirements. As required in the RFP, Truxaw will prepare an NPDES compliance memo. The memo will identify what elements of the program apply to the project (see below regarding Green Streets compliance), what NPDES Technical Documents are required to be prepared, and make recommendations for cost-effective construction and post construction BMPs. Then Truxaw will prepare the documents necessary to comply.

Discussion with City regarding SWPPP

As discussed with the City, the Storm Water Pollution Prevention Plan (SWPPP) required for this project, because it will involve a disturbed area in excess of one acre, will be required to be prepared and complied with by the selected construction contractor. This is a typical procedure on public works projects requiring a SWPPP. Truxaw will include all necessary sections in the Special Provisions to insure the contractor's responsibility for the SWPPP and field implementation.

Green Streets Compliance

This project qualifies as a Green Streets project according to the guidelines in the USEPA guidance "Managing Wet Weather with Green Street Infrastructure: Green Streets. As listed and required in "Green Streets," the feasibility of the following will be reviewed:

1. Alternative street design/width (not feasible here)
2. Bioretention curb extensions & sidewalk planters (planters will be added in median)
3. permeable pavement (not feasible)
4. Sidewalk trees & tree boxes (trees will be added to medians).

As we have done on several previous projects for public agencies, Truxaw will prepare the necessary Green Streets Compliance Document to comply with the Program. The proposed landscaping in the medians should be sufficient for compliance.

Deliverables:

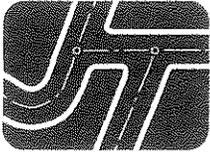
*Six (6) complete sets of draft and final documents referenced
NPDES compliance memo*

4, 5, 6.

Final Engineering - Plans, Specifications and Estimates (PS&E)

Plans and Profiles

Having completed street designs on more than 10 miles of southern California streets since 1975 distinguishes Truxaw as uniquely qualified for this project. All plans/profile sheets will conform to the plan sheet size and CAD standards required by the City. Plan views will be 1"=20' scale, be based on the field survey and include all existing curbs and proposed median curbs, gutters, driveways, sidewalks, signs, pavement, ramps, walls and other features necessary for a complete design solution. Profiles will be 1"=20' horizontal



and 1"=2' vertical scales and will indicate profiles and elevations of proposed top of each median curb as well as the existing centerline.

Traffic Signals

TJW will prepare plans for the locations where existing signal components (heads, etc.) do not meet CA MUTCD, ped buttons do not meet CA MUTCD or a signal pole is damaged. Traffic signal plans will show the needed modifications for each intersection. Those intersections requiring head and push button upgrades will have fewer details than would the intersections with pole additions or replacements. The plans will be prepared per CA MUTCD and City of Pico Rivera requirements. Plans will also reference the latest edition of the Caltrans Standard Plans and Specifications.

Signing and Striping

TJW will prepare Signing and Striping Plans at a scale of 1"=40' and will be based on the approved median design. All existing signs, striping, and pavement markings will be located in the field and shown on the plans. Signs in good condition which meet current CA MUTCD guidelines will remain in place while signs which do not meet CA MUTCD standards will be replaced. Existing striping not obliterated by new paving will be called out to be removed or joined as needed.

Landscape and Irrigation

Site Design Studio will prepare preliminary and final Planting and Irrigation Plans for the medians. Plants will be drought tolerant and required in the RFP and Irrigation design will be based on the City's irrigation requirements. A City irrigation meter or meters will be specified to serve the new median island planting. All planting and irrigation systems will comply with the latest water conservation standards.

65%, 95% and 100% Plans, Specifications and Estimates

Plans will be prepared using AutoCAD and will conform to the content and format requirements of the City of Pico Rivera.

1. Specifications will be prepared using Microsoft Word for Windows.
2. Construction Cost Estimates will be prepared using Microsoft Excel. All quantity calculations and pertinent backup calculations required to support the project estimate will be included and submitted to the City for review.

Agency Submittals & Approvals

1. PS&E will be submitted at the milestone submittals listed above and all comments will be addressed.
2. Upon approval of the 100% submittal, Truxaw will make and provide signed/sealed mylars of all sheets.

Deliverables:

Six (6) sets of plan submittals at 65% and 95% completion milestones

One (1) full-size mylar of 100% drawings

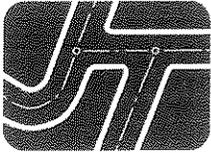
Electronic files of final plans

Cost estimate at Concept, 65%, 95% and 100% completion milestones

Electronic files of 100% cost estimates

Special Provisions at the 95% and 100% completion milestones

Electronic files of 100% specifications



7. Caltrans Request for Authorization to Proceed With Construction (RFAPC)

Upon completion of design, Truxaw will prepare the RFAPC and obtain approval from Caltrans. Work includes, but is not limited to, the following:

1. Prepare the Request for Authorization (LAPM Exhibit 3-D), Data Sheets (LAPM Exhibit 3-E), Preliminary Estimate of Cost (LAPM Exhibit 12-A), Finance Letter (LAPM Exhibit 15-N), PS&E Certification (LAPM Exhibit 12-C), PS&E Checklist (LAPM Exhibit 12-D), complete the Right-of-Way Certification form and obtain Caltrans approval, Local Agency Construction Contract Administration Checklist (LAPM Exhibit 15-A), Local Programs Agreement Checklist (LAPM Exhibit 4-A) to request the State/FHWA agreement (E-76) for federal funding and the Program Supplement Agreement.
2. Submit to City for input and address City comments.
3. Submit to Caltrans for approval. Truxaw will address comments, if issued by Caltrans, and resubmit until approvals are obtained.

Deliverables:

Three (3) copies of Draft and Final RFAPC

8. Project Advertisement Services

The Truxaw team will provide support during bidding. This includes:

1. Respond to Requests for Information (RFIs) during the project advertisement period, and log questions and responses.
2. Prepare project addenda at the direction of the City (assume three).

Deliverables:

Tabulated Response to RFIs

Addendums, as necessary (assume 3)

9. Construction Support Services

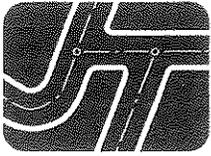
1. Make sufficient field observations to assure compliance with approved plans and specs
2. Review shop drawings and submittals
3. Provide general progress of construction
4. Prepare and submit Record Drawings

10. Record Drawings

Within 60 days following the completion and acceptance of the project, Truxaw will furnish City with a complete set of revised original mylars showing as-built conditions. Revisions will be solely based on as-built information provided by the City's Construction Manager and the Contractor. Truxaw assumes no responsibility for the accuracy of the information provided by the City's Construction Manager and the Contractor. It is Truxaw's understanding based on discussions with city staff that revisions to prepare Record Drawings will be minor in nature.

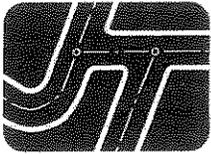
Deliverables:

Furnish a complete set of revised original record drawings

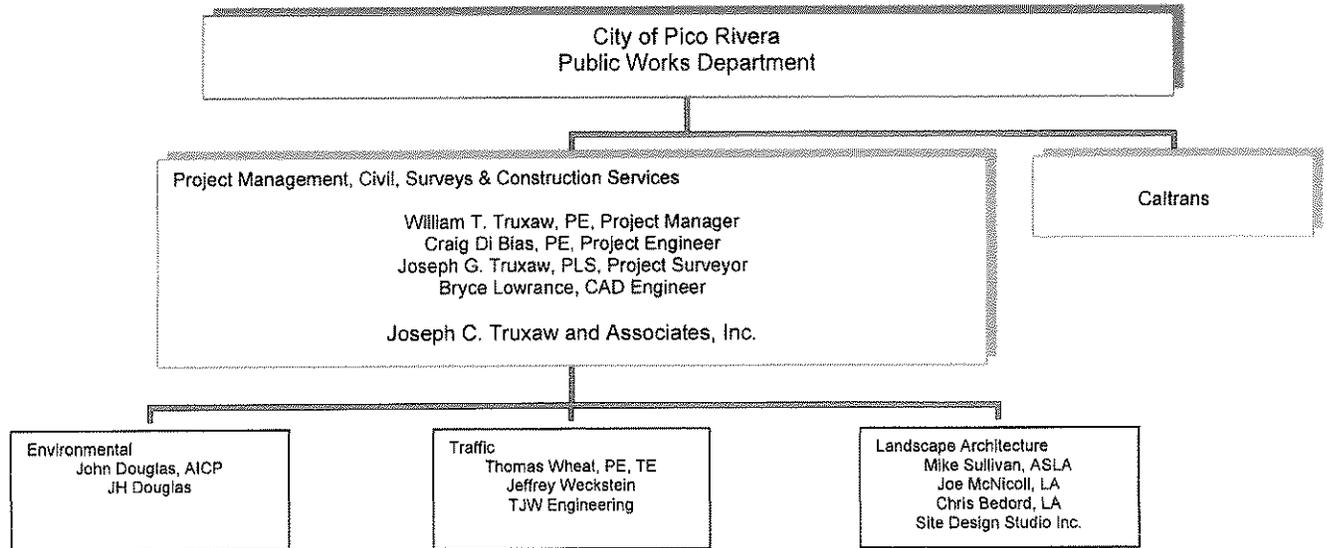


IV. Experience on Similar Projects

Project Name / Location	Agency/Client	Services
Euclid Street Widening Project Anaheim, CA	City of Anaheim	Civil & Traffic Engineering, Landscape Architecture, Estimates & Specs, Construction & Post Construction Support.
Tustin & Chapman Intersection Improvements Orange, CA	City of Orange	Civil & Traffic Engineering, Land Surveying, Environmental Services, Landscape Architecture, Specs & Estimates.
Santiago Canyon Road & Cannon Street Orange, CA	City of Orange	Civil & Traffic Engineering, Land Surveying, Environmental Services, Landscape Architecture, Specs & Estimates
The City Drive & Chapman Ave. Street & Parkway Improvements Orange, CA	City of Orange	Civil, Traffic, Geotechnical & Right-of-Way Engineering, Land Surveying, Landscape Architecture. Specs & Estimates.
On-Call Land Surveying Anaheim, CA	City of Anaheim	Land Surveying and Right-of-Way Engineering
Ramona Expressway Widening Project San Jacinto, CA	City of San Jacinto	Traffic Signal, Signing/Striping, Traffic Control Plans, PS&E
Ontario Concours Medians Ontario, CA	City of Ontario	Concept & Final Landscape & Irrigation PS&E, Construction Support and Record Drawings
Sierra Business Park Medians Fontana, CA	City of Fontana	Concept & Final Landscape & Irrigation PS&E, Construction Support and Record Drawings
Culver Drive Median Modification at Orchard Hills School Irvine, CA	City of Irvine	Concept & Final Landscape & Irrigation PS&E, Construction Support and Record Drawings
Various Streetscape Renovations in Anaheim, CA	City of Anaheim	Concept & Final Landscape & Irrigation PS&E, Construction Support and Record Drawings
Harley Knox Boulevard Improvements Perris, CA	City of Perris	Traffic Signal, Signing and Striping Engineering

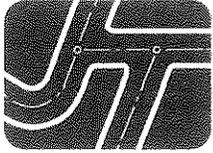


V. Organizational Chart & Previous Work Experience on Similar Projects



Previous working relationships

During Truxaw's 45 year history, the team members in the organizational chart above have years of experience working with Truxaw and Associates. Each of the above team member firms have worked on Truxaw teams over a period of at least 5 years, some as long as 20 years. Regarding the number of projects, each team member firm has associated with and coordinated with Truxaw on at least 5 projects in the past 5 years. Some relationships include dozens of projects over long term relationships.

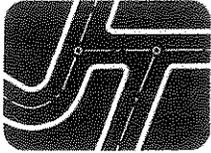


VI. Company Availability & Key Team Member Time Commitments

The team's management and staff, having recently completed other public works projects, are ready to begin work immediately on this project upon notice to proceed. Bill Truxaw, the team's project manager, has just completed the final PS&E on a \$1.5 million dollar public works ADA compliance and walkway construction project. Prior to that he completed a roadway widening and median improvement project for the City of Anaheim. Site Design Studio, the landscape architect for this project, assisted with the design of the landscaped median.

As requested on page 11 of the RFP, following are time commitments of key team members who will lead the various disciplines throughout the project.

Team Member	Average percentage of time committed to project over 90 day estimated design duration
Bill Truxaw, Project Manager	35%
Craig Di Bias, Project Engineer	12%
Thomas Wheat, Traffic Engineer	15%
Mike Sullivan, Landscape Architect	15%
John Douglas, Environmental Planner	8%

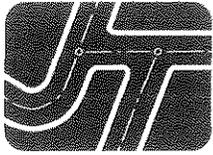


VII. Quality Assurance/Quality Control Program

Project Specific Procedures

Based on past success, the following procedures will be followed:

1. All team members will participate in the kick-off meeting at the City offices. Truxaw will write meeting minutes and distribute after this and every subsequent meeting.
2. Based on the kick-off meeting minutes the scope of services and schedule as verified at the meeting will be provided to all team members.
3. Subsequent meetings will also be attended by Truxaw's Project Manager and the team members involved with the scope of services to follow that meeting and/or those whose presence is requested by the City.
4. Truxaw's Project Manager will be copied on all project correspondence.
5. All correspondence originating from Truxaw's Project Manager will be copied to the appropriate City Staff, the City's Project Manager and Truxaw's team members.
6. Truxaw's Project Manager will be responsible for coordinating with the team to insure that upcoming project deadlines are met or exceeded.
7. Prior to submittal of all project Deliverables to the City, but after an independent review by the appropriate technical professional, Truxaw's Project Manager will:
 - a. Perform a sheet by sheet Quality Control and Coordination Review.
 - b. Provide written comments to the appropriate technical professional for correction or a response.
 - c. Perform a second Quality Control and Coordination Review.
 - d. Verify that any additional comments are addressed.
8. Each review will check for compliance with the following:
 - a. The project Scope of Services
 - b. Standard Specifications for Public Works Construction (SSPWC)
 - c. ADA Regulations with respect to handicap accessibility
 - d. California Building Code (CBC) Regulations
 - e. Caltrans Standards
 - f. Any other City requirements applicable to project



VIII. References

Cesar Carrillo, PE, Project Manager
City of Anaheim
200 S. Anaheim Boulevard
Anaheim, CA 92805
(714) 765-5176

Paul Tran, PE, Project Manager
City of Orange
300 E. Chapman Avenue
Orange, CA 92866
(714) 744-5553

Rene Guerrero, PE, Assistant City Engineer
City of Pico Rivera
6615 Parsons Boulevard
Pico Rivera, CA 90660

Joe Ames, PE, Assistant City Engineer
City of Mission Viejo
200 Civic Center
Mission Viejo, CA 92691
(949) 470-8419

Randy Nguyen, PE, Project Manager
City of Orange
300 E. Chapman Avenue
Orange, CA 92866
(714) 744-5531

Carolyn Bell, Senior Landscape Planner
City of Ontario
303 East 'B' Street
Ontario, CA 91764
(909) 395-2237

Tim Radstedt
Landscape Project Coordinator
City of Fontana
17001 Upland Ave
Fontana, CA 92335
(909) 350-6649

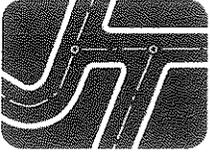
Tim Kirkham
City of Irvine Public Works
(949) 724-6422

Habib Motlagh, PE, City Engineer
City of San Jacinto
595 S. San Jacinto Ave.
San Jacinto, CA 92583(951) 487-73

Alberto Espinoza, PE, TE
City Traffic Engineer
City of Corona
400 S. Vicentia Avenue, Corona, CA 92882
(951) 736-2400

Greg Gubman, AICP
Community Development Director
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
(909) 839-7031

*Additional references available on request



IX. Resumes

William T. Truxaw, PE
Joseph C. Truxaw and Associates, Inc.

Joseph G. Truxaw, PLS
Joseph C. Truxaw and Associates, Inc.

Craig Di Bias, PE
Joseph C. Truxaw and Associates, Inc.

Thomas Wheat, PE, TE
TJW Engineering

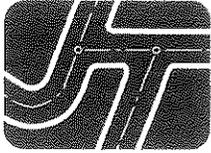
Jeffrey Weckstein
TJW Engineering

Mike Sullivan, ASLA
Site Design Studio

Joe McNicoll, LA
Site Design Studio

Chris Bedord, LA
Site Design Studio

John Douglas, AICP
JH Douglas Inc.



WILLIAM T. TRUXAW, PE, VICE PRESIDENT

Joseph C. Truxaw and Associates, Inc.

PROFESSIONAL EXPERIENCE

Mr. Truxaw has over 33 years' experience in public works and private development civil engineering with increasing responsibility. He started working in the civil engineering business in 1978, first as a draftsman and surveyor. Over the next 12 years he gained experience and expertise as a design engineer, project engineer, and project manager. In 1990 Mr. Truxaw was appointed Vice President of Truxaw & Associate, a position he has held since then.

Recent public works engineering includes design and consulting to the cities of Anaheim, Orange, Fullerton, Mission Viejo, Garden Grove, Tustin and Yorba Linda. Additionally Mr. Truxaw has 7 years' experience in plan checking service to the cities of Anaheim, Fullerton, Orange, Yorba Linda, and Tustin. Plan check responsibilities include the review of Grading Plans, Street Plans, Erosion Control Plans, Sewer Plans, Water Plans, Hydrology/Hydraulics Reports, Bond Estimates, Water Quality Management Plans (WQMP), and Legal Descriptions for Easements.

Mr. Truxaw has 12 years' experience in field management and field engineering of public agency and private sector construction projects for freeways, roadways, storm drains, grading, sewer and water systems. His 6 years of contract administration provides him experience in preparation, negotiation and administration of privately and publicly funded contracts for street and grading projects.

CREDENTIALS

Bachelor of Science in Civil Engineering, California State Polytechnic, Pomona

PROFESSIONAL CERTIFICATION

Registered Civil Engineer No. 43082 (California)

Registered Civil Engineer No. 28376 (Arizona)

PROFESSIONAL MEMBERSHIP

Member, American Society of Civil Engineers

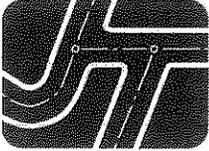
KEY PROJECTS

Main Street & Chapman Avenue Widening & Median Project: City of Orange, California

Project Manager and Principal-In-Charge of a one mile street widening project for the City of Orange. City requirements included aerial and ground surveys, alignment studies, utility mapping/ coordination, pavement reports, parking lot studies, median alternatives, construction plans, specifications and estimates, cross sections, traffic plans, landscape/irrigation plans, and all plan submittals. Mr. Truxaw was also responsible for agency meetings, progress reports, administration, sub consultant coordination and signatures on construction documents.

Euclid Street Widening & Median Project: City of Anaheim, California

Project Manager and Principal-In-Charge of one-quarter mile roadway widening & median project for the City of Anaheim. City requirements included addition of landscaped median, interface with adjacent I-5 Freeway & coordination with Caltrans, field design survey, utility mapping/ coordination, pavement engineering reports, parking lot studies, median alternatives, construction plans, specifications and estimates, cross sections, traffic plans, landscape/irrigation plans, and all plan submittals. Mr. Truxaw was also responsible for agency meetings, progress reports, administration, sub consultant coordination and signatures on construction documents.



JOSEPH G. TRUXAW, PLS, PRESIDENT

Joseph C. Truxaw and Associates, Inc.

PROFESSIONAL EXPERIENCE

Mr. Truxaw's 39 years experience with Truxaw and Associates encompasses every aspect of the firm's professional land surveying and civil engineering services. In his capacity as President, Mr. Truxaw is responsible for overseeing administration of the firm as well as management of the firm's civil engineering and land surveying disciplines.

Mr. Truxaw specializes in land surveying and mapping, construction surveys, ALTA surveys, right-of-way engineering, boundary analysis and project management. He has effectively implemented state-of-the-art surveying and civil engineering automation including the use of robotic total station-data collection/stakeout field technology and AutoCAD/Land Development design and drafting software in the office. He is experienced in the use of GPS surveying methods and coordinates GPS services for the firm.

He is also responsible for civil engineering design on many of the company's projects. This work includes feasibility studies, grading and drainage design, utility design, street improvements earthwork, water quality (BMP) design and project management.

PROFESSIONAL REGISTRATION

Professional Land Surveyor No. 6871 (California)

PROFESSIONAL MEMBERSHIP

Member of California Land Surveyors Association

Member of American Congress on Surveying and Mapping

KEY PROJECTS

City of Anaheim, Anaheim, CA

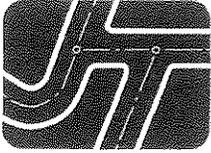
Mr. Truxaw has been responsible for field surveying many miles of roadways for the City of Anaheim via an on-call contract which started over 6 years ago. Joe Truxaw has also directed construction related surveys such as construction staking, as well as pre and post-construction corner records.

City of Mission Viejo, CA

Joe has served as a City Surveyor for the City of Mission Viejo. He has reviewed and signed the plan check certifications on lot line adjustments, easement legal descriptions and other record documents submitted by developers.

City of Pico Rivera, CA

At the request of the Assistant City Engineer, Joe prepared a Record of Survey (RS) for the City in March 2013. The project, known as the Bartolo Boundary Survey, was located north of Slauson Avenue and spanned between Birchleaf Avenue & Crossway Drive. Upon completion of the field work and map preparation, Joe submitted the RS to the County of Los Angeles and filing.



CRAIG DI BIAS, PE, LEED AP, PROJECT MANAGER & PROJECT ENGINEER

Joseph C. Truxaw and Associates, Inc.

PROFESSIONAL EXPERIENCE

Mr. Di Bias has over 20 years experience as project engineer and project manager with Truxaw and Associates. His major responsibilities include: grading and drainage plan design, street improvement plans, underground utility plans, topographic and boundary surveys, parcel maps, project management, project administrations, evaluation of change orders, field supervision and survey inspection and coordination.

Mr. Di Bias played an important role in the construction of the California State Prison, Los Angeles County (Lancaster). Field engineer responsibilities included: evaluation and processing of contractor pay requests, submittals, requests for information, proposed change orders, formal change orders, architectural bulletins and field clarifications; chairing of contractor progress meetings and development of minutes; informing the Senior Construction manager of field progress; coordination with client, architect/engineer, contractors.

Mr. Di Bias' experience with various clients and public works agencies make him an invaluable member of the Truxaw team.

CREDENTIALS

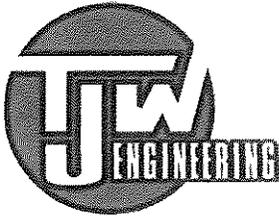
Bachelor of Science Degree in Engineering Technology
Emphasis in Construction Management
California State University, Long Beach

PROFESSIONAL CERTIFICATION

Registered Civil Engineer No. 75205 (California)
LEED Accredited Professional
General Building Contractor No. 683920 (California)
Qualified Stormwater Developer/Practitioner QSD/QSP

PROFESSIONAL MEMBERSHIP

Member American Society of Civil Engineers (ASCE)



Thomas Wheat

TRAFFIC ENGINEER

Education

B.S. - Civil Engineering
1995
Clemson University

Graduate Courses in
Advance Transportation
Engineering
Virginia Tech University

Professional Registrations

Licensed Professional
Civil Engineer
California No. 69467
Virginia No. 33614
Maryland No. 25571

Licensed Traffic Engineer
California No. 2565

Professional Affiliations

American Society of Civil
Engineers (ASCE)
Member

Institute of Transportation
Engineers (ITE)
Member

Mr. Thomas J. Wheat, P.E., T.E., has been involved in the traffic engineering profession for nearly twenty years managing and designing traffic engineering and transportation planning related projects for both the public and private sectors. Mr. Wheat has worked professionally in Southern California for the past ten years after working as an engineer in the Washington D.C. and Chicago land areas since 1995. While in California, Mr. Wheat has designed hundreds of traffic engineering design plans and transportation planning studies for a wide variety of clients. He holds Professional Engineering licenses in Civil Engineering in the states of California, Maryland, and Virginia and is a registered Traffic Engineer in the State of California.

His versatile experience includes, but not limited to, leading and assisting in the design and construction of traffic signal plans, worksite temporary traffic control plans, signing and striping plans, traffic signal systems, ITS design, and traffic calming design. In the past ten years alone, Mr. Wheat has worked on hundreds of projects that require traffic engineering designs plans in Southern California.

Acting as an extension of staff, Mr. Wheat has represented agencies and cities at City Council meetings, Planning Commissions, Public Works Committees, and public outreach meetings. With expertise in traffic engineering, Mr. Wheat has also provided plan check services to the cities of Canyon Lake, Perris, and San Jacinto in Riverside County as well as to the Public Works Department of Orange County.

In addition to design work, Mr. Wheat has also prepared a variety of traffic engineering studies including traffic impact studies, trip generation studies, parking studies, safety studies, and warrant analyses, to name a few, for various clients and agencies throughout Southern California as well as for public agencies on the East Coast.

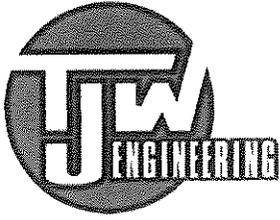
Mr. Wheat also has substantial experience in the operations side of traffic signals where he has created timing plans for individual signalized intersections as well as signal systems by using modeling programs, such as Synchro and SimTraffic. He has had the opportunity to adjust and implement timing plans into individual field controllers along with a city's centralized signal system computer.

Prior to his move to California, Mr. Wheat worked for several engineering firms in the Washington D.C. area consulting for various public entities including the FHWA, Maryland State Highway Administration, Virginia Department of Transportation, and various local

agencies along the East Coast. As a project manager and as a project engineer, Mr. Wheat's involvement in traffic engineering projects ranged from his participation in very large projects including the design of traffic control plans for an interstate with multiple interchanges to small projects involving the design of traffic calming measures at an elementary school.

He has acquired experience in designing ITS systems for Closed Circuit Television Cameras (CCTV), Changeable Message Signs (CMS), and traffic signal interconnect systems for clients on the East Coast. For the City of Greenville, North Carolina, Mr. Wheat worked on the design of a city-wide traffic signal system design that included the design of the citywide fiber optic communications backbone supporting CCTV, CMS, and real-time traffic data. Mr. Wheat has also designed construction plans to place CMS's at strategic locations throughout a city where traffic information was disseminated to the public, and has also helped design both the temporary and future ITS communications system for the Capital Beltway Project outside of Washington D.C. linking field technologies (CCTVs, CMS, sampling stations, etc.) to a central operations center miles away.

Mr. Thomas Wheat started his career at Kane County Division of Highways in the suburbs of Chicago, IL. Not only did his design career begin at the County, but he also gained valuable experience in overseeing some of the County's largest highway projects as both as an assistant and resident engineer. Mr. Wheat worked directly with the contractors overseeing and inspecting the pavement, traffic signal, electrical and drainage construction. There he learned aspects of the construction process that have helped him in his career as a designer.



Jeffrey Weckstein

TRANSPORTATION PLANNER

Education

M.A. – Urban & Regional
Planning - 2005
University of California,
Irvine

B.A. – Economics
B.A. – Asian Studies
1998
Case Western Reserve
University

Professional Affiliations

Phi Beta Kappa
Member

Golden Key National Honor
Society
Member

Mr. Jeffrey A. Weckstein has been involved in the transportation planning profession for over eight years managing and delivering comprehensive traffic and parking studies for both the public and private sectors. Jeff has worked professionally in Southern California for the past eight years. He has worked on over a hundred different projects throughout the whole of California and Arizona for a variety of clients and developments.

Jeff has extensive experience in transportation planning and parking analysis and has worked with land use planning professionals to refine proposed site plans to increase mobility and provide an integrated transportation system. Jeff is focused on customizing solutions for public and private sector clients to minimize transportation impacts on the environment in response to evolving political environments, public sentiment, and government legislation.

Jeff is proficient at identification of feasible traffic and parking mitigation measures for CEQA document defensibility. In addition to physical solutions to address forecast deficiencies, Jeff also derives non-physical solutions to minimize impacts such as traffic demand management strategies, traffic mitigation fee programs, and parking reduction strategies.

Based on his transportation planning experience, Jeff is proficient at site access refinements to improve internal circulation to reduce vehicular conflicts as well as pedestrian/vehicle conflicts. Jeff has prepared traffic flow visual micro simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation conditions. Simulations have shown proposed roadway connections, placement of traffic signals at varying access points, as well as signal timing and coordination for public discussion and understanding. He has developed complex traffic models in both Synchro and Traffix for large land use projects.

Jeff has worked with State, County, City, and regional transportation staff to develop solutions to transportation planning challenges. His experience interfacing with public agencies and private groups allows him to serve competently as a liaison on complex projects.

He has worked on a robust variety of transportation planning studies, including traffic impact analysis, trip generation studies, statistical analysis, capacity and level of service studies, parking studies, CEQA documentation and support, traffic simulation, site access planning, circulation analysis, signal warrant analysis, site distance analysis, traffic calming studies, peer reviews and much more.



Michael K. Sullivan – Principal

Mr. Sullivan is license landscape architect with 23 years of experience in urban design, community development, and landscape design. Mr. Sullivan will provide direction on quality control during the design and production phases of the project. He will review all construction drawings, specifications and provide landscape coordination during the construction phase.

As founder of SITE Design Studio, Inc. Mr. Sullivan for the last two years has been responsible for all aspects of project development and implementation. His project experience is diverse, having completed numerous institutional, residential, retail, office, projects. He has completed project throughout the western United States; California, Oregon, Nevada, Texas, Arizona, and overseas; China, Costa Rica, Taiwan, Thailand, Singapore, Japan, and Ireland.

Mr. Sullivan has completed numerous institutional projects including Our Lady La Vang, Diocese of Orange Santa Ana, California; Christ Our Savior Cathedral - Streetscape, Diocese of Orange, Santa Ana, California; House of Prayer, Diocese of Orange, Santa Ana, California; Rosary High School Renovation, Diocese of Orange Fullerton, California; Los Angeles Convention Center, Los Angeles; Utah Elementary School Renovation, Los Angeles; Valley High School Expansion, Santa Ana Unified School District. Other public sector projects include Streetscape Design Guidelines for the City of Fullerton, landscape and park design for Laguna Niguel Community Services District, and Jeffrey Lynne Neighborhood Revitalization Phase 2 & 3 for the City of Anaheim.

Mr. Sullivan has also completed numerous theme park/residential projects including Disneyland Matterhorn Hardscape, in Anaheim, Walt Disney Imagineering; Indian Palms Country Club, Indio, California; Burbank Airport Plaza in Burbank, Trammell Crow Company; Westwood Medical Center in Los Angeles, The Muller Company; Lower Bayview Apartments in Newport Beach, The Related Companies.

As Principal / Partner with SLA Studio Land, Inc. Mr. Sullivan served as Principal/Landscape Architect for: Disneyland Big Thunder Trail in Anaheim, Walt Disney Imagineering; Disneyland Hotel Main Entry Renovation/ West of West Expansion, Walt Disney Imagineering; Arena Corporate Center a 30 acre office development, adjacent to the Arrowhead Pond Arena in Anaheim, Trammell Crow Company; Muir Woods Office Center in Walnut Creek, The Muller Company; Torrance Executive Plaza in Torrance, The Muller Company; Shea Business Center Renovation in Walnut, Shea Homes; Residential projects include: Little Italy Residential Towers in San Diego, RTKL; MacArthur Place (4 story residential over retail), in Santa Ana, BRE Builders; Pinnacle at Fullerton (4 story residential over retail), BRE Builders; Aliso Village Community in East Los Angeles, The Related Companies; Jeffrey Lynne Neighborhood Revitalization Phase 1 in Anaheim, The Related Companies; Romneya – Paseo Verde in Anaheim, The Related Companies; Vista Alicante in La Mirada, The Related Companies; Harbor Village in Los Angeles, The Related Companies;

EDUCATION

Bachelor of Landscape Architecture	Landscape Lighting Design
California State Polytechnic	UCLA Extension, 1984
University, Pomona, 1981	Color Theory - UCLA Extension, 1985
AA Degree in Ornamental Horticulture	
City College of San Francisco, 1975	

LICENSURE Since 1983

California, Landscape Architect License # 2284

AWARDS

MERIT AWARD- American Society of Landscape Architects – Jon Muller Residence
ASLA California State Award – Sullivan Residence, Fullerton
ASLA California State Award – Catalina Plant and Water Management Guide
MAME - Seagate Colony, Aliso Viejo
MAME - Laguna Audubon, Aliso Viejo
PACIFIC BUILDER – Summer Creek Apartments, Oregon



Joseph McNicoll – Associate/Landscape Architect

Mr. McNicoll is a licensed landscape architect with over 7 years of experience in landscape design, urban design, and community development. He has worked with Land Arc West, and Site Design Studio. Prior to this he has spent several years in the construction field which provided invaluable experience for detailed design development as well as field direction and construction observation.

At Site Design Studio Mr. McNicoll serves as an associate responsible for design development, in-house production, and coordination. He provides project management with a hands-on approach from schematic design through construction documents. Mr. McNicoll's project experience is diverse, having completed several Institutional, resort, retail, and residential projects.

Mr. McNicoll managed Institutional projects including: Innovation Way for Cal Poly Pomona, Orchard Hills K-8 School, for TUSD in Irvine; The Christ Our Savior Cathedral Modular Offices in Santa Ana; the Marywood Conference Center Landscape Renovation in Orange; for the Diocese of Orange County. He has also managed the Ontario Concours Median renovation for the City of Ontario, CA.

Joe has also completed several resort renovation projects for the Disneyland Resort in Anaheim, including the East Esplanade Renovation, the Tomorrow Landing Project, Main Street Train Station, New Orleans Square Waterproofing, Riverbelle Terrace, Autopia Curb realignment, the Tomorrowland Pavement Replacement, Phases I-III, New Orleans Square/Haunted Mansion Train Station Renovation, Big Thunder Ranch Kitchen Reactivation, Big Thunder Trail Renovation, FY09 Hand Sink Carts, & FY09 Drinking Fountains, Winnie the Pooh Meet & Greet, Paradise Pier Hotel Walkways, & Minor Renovations at Plaza Inn & Town Square.

He has been the project manager for several residential projects as well, including Fontana IV Senior Housing, Lincoln Avenue Housing project in Anaheim, and Ontario Senior Housing, all for the Related Companies of California; Aversano Residence and the Haskell Residence in Crystal Cove; Truxaw Residence in Costa Mesa; Wu Residence and the Phelan Residence in Shady Canyon; the Tang Residence at The Country in Diamond Bar. He has also collaborated on the Masterland Development, an upscale residential community in Nanjing, China.

LICENSURE

Licensed Landscape Architect – State of California #5511

EDUCATION

Bachelor of Science – Landscape Architecture
California State Polytechnic University,
Pomona, 2006

Italart – Santa Chiara Centro Studi, Castiglion Fiorentino, AR, Italy
Urban Landscape & Environmental Art, Study Abroad Program, 2005

Sigma Lambda Alpha
Landscape Architecture National Honors Society



Christopher Bedord – Project Manager/Landscape Architect

Chris Bedord is a landscape architect with over 11 years of experience that includes both landscape architecture and landscape contracting. Prior to joining Site Design Studio, Mr. Bedord worked at IMA Design Group, Inc., and was a Principal at the design/ build firms of Oliver, Hunt, & Bedord, Inc. and 251 Group, Inc. Chris has been involved in both national and international projects which have added to his diverse professional experience.

Mr. Bedord has successfully managed a variety of projects in the commercial, mixed-use, residential and institutional markets. He has worked on large scale to site specific developments always with a hands-on approach. He brings many years of practical experience understanding how projects are built, knows every aspect of landscape design from irrigation, planting and hardscape design. With his building experience he has a good understanding of the building process and cost value of projects.

Chris Bedord's responsibilities at Site Design Studio include all aspects of project management, production of construction documents, and quality control. He also is actively involved in the areas of construction detailing and irrigation design. His experience as a principal in a design-build firms lends invaluable in-the-field experience for the accurate communication of construction drawings as well as effective construction observation.

Mr. Bedord's project history has consisted of an assortment of contributions that have included roles as designer, project manager, principal-in-charge, and construction manager.

His Institutional project list includes: Mt. St. Mary's College Renovation – Doheny Campus, Mt. St. Mary's College Renovation – Brady Hall; Irvine Valley College Science Building Expansion; Hewitt-Hall at UCI; Natural Sciences 2 at UCI; Inland Empire Utilities Agency; Main Street Corporate Center; Minnie Street Renovation, Santa Ana.

Other notable projects include: Sheraton Hotel Anaheim; Disneyland Hotel Marina Pool & Tower hardscape; Emirates Hills, UAE; Hannam Dong, Korea; Murrieta 144 Apartments; Toberman Housing, San Pedro; Durbin Townhomes, Los Angeles; Corona Summit Corporate Center, Corona; Sierra Business Park, Fontana; Freeway Corporate Center, Redlands; Bayside Cove Renovation, Newport Beach; La Costa Glen Retirement Community, Carlsbad; North Crescent Apartments at Playa Vista; Fountain Park Apartments at Playa Vista; The Village at Mammoth; and numerous private residential projects.

EDUCATION

Bachelor of Science – Landscape Architecture
California State Polytechnic University,
Pomona, 1998

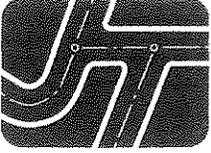
Kyushu Institute of Design
Scholarship Recipient
Fukuoka, Japan 1996-1997

LICENSURE California Licensed Landscape Architect #4661 - 2002

J.H. DOUGLAS & ASSOCIATES

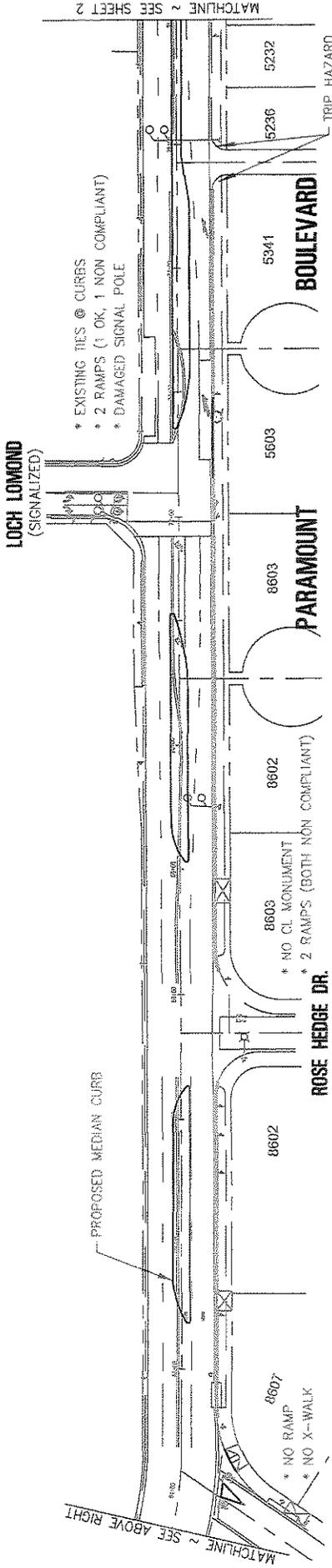
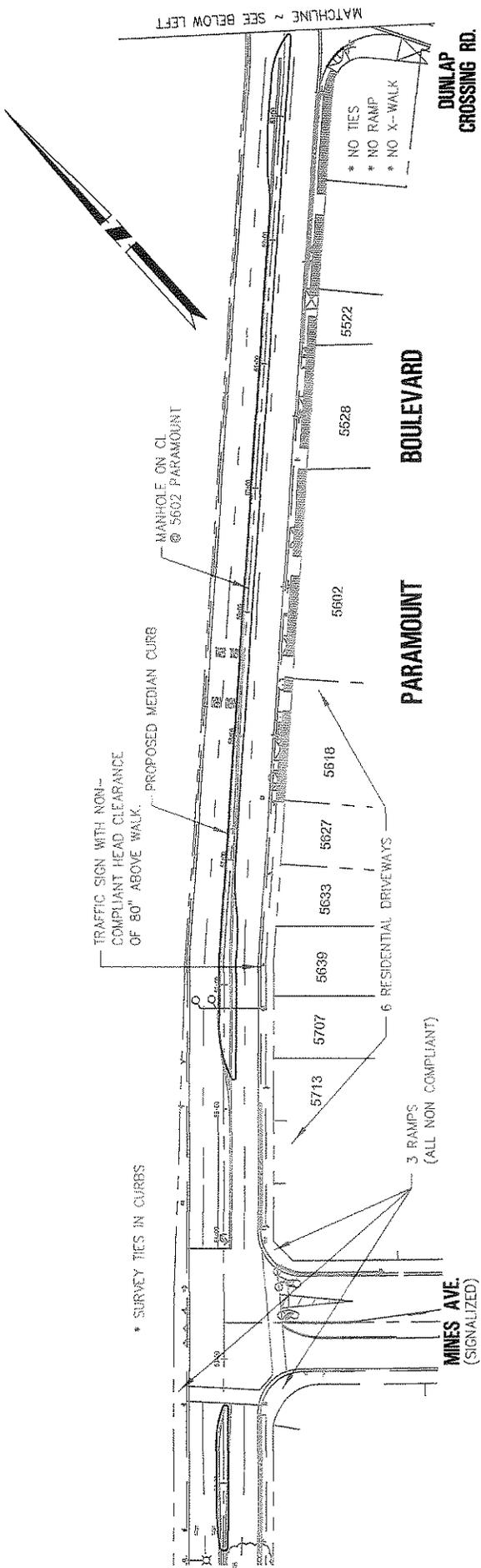
John Douglas, AICP Principal

Qualifications	<p>Mr. Douglas has 38 years experience in the planning field, including 15 years of management-level experience in city and county planning agencies. His expertise includes the preparation of CEQA documents, general plans, housing elements, and conducting public outreach programs. His previous consulting positions include Principal, Conexus, Director of Planning for Civic Solutions and Senior Consultant with The Planning Center. His public agency experience includes 7 years as Principal Planner and Environmental Coordinator for the City of Newport Beach, and 10 years with the County of Orange where he served as Chief, Environmental Planning.</p> <p>John's background in local government has given him a broad understanding of the practical aspects of planning and development. He has managed numerous General Plan elements, zoning code amendments, EIRs, and entitlement processes for both private and public projects. John is skilled in public outreach and consensus building strategies, and holds a certificate in Conflict Management from the University of California, Irvine. He is a state-certified mediator and has extensive experience working with groups and committees to form consensus on complex and controversial issues. He is also a lecturer in the Graduate Program in Urban and Regional Planning at UCI.</p>
Highlights of Experience	<p>Back Bay Science Center – Lead consultant to the California Department of Fish and Game and the City of Newport Beach for the CEQA review and Coastal Commission permitting for new interpretive and administrative facilities and salt marsh restoration in Upper Newport Bay</p> <p>Ford Aeronutronic Redevelopment – Project manager for an EIR for the residential redevelopment of a 100-acre R&D facility with soil and groundwater contamination</p> <p>MacArthur Boulevard Widening EIR – Project director for an EIR for the widening of a state highway in Newport Beach</p> <p>Newport Beach Groundwater Development Project EIR – Project director for an EIR and government agency approvals for construction of water wells, 6-mile transmission line, storage reservoir and purification facility within the Coastal Zone</p>
Education	<p>B.A., University of California, Los Angeles, Geography Graduate Studies, San Diego State University, City Planning Certificate in Conflict Management and Alternative Dispute Resolution, UCI</p>
Professional Affiliations	<p>Member, American Institute of Certified Planners (AICP) Charter Member, American Planning Association (APA) Member, Association of Environmental Professionals (AEP)</p>



Appendix

Field Observations Exhibit



DUNLAP CROSSING RD.

PARAMOUNT BOULEVARD

LOCH LOMOND (SIGNALIZED)

PARAMOUNT

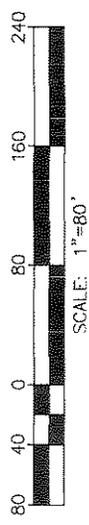
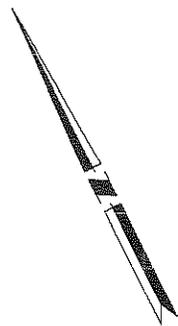
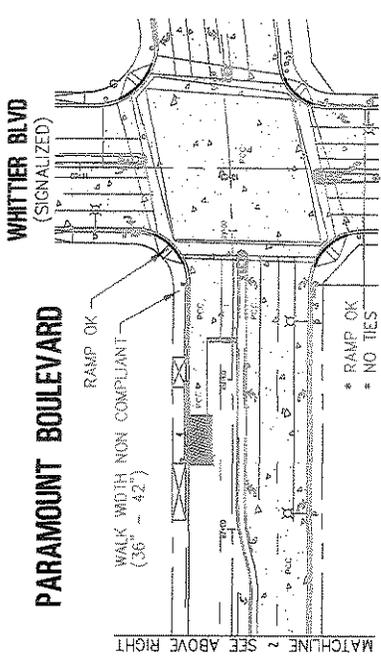
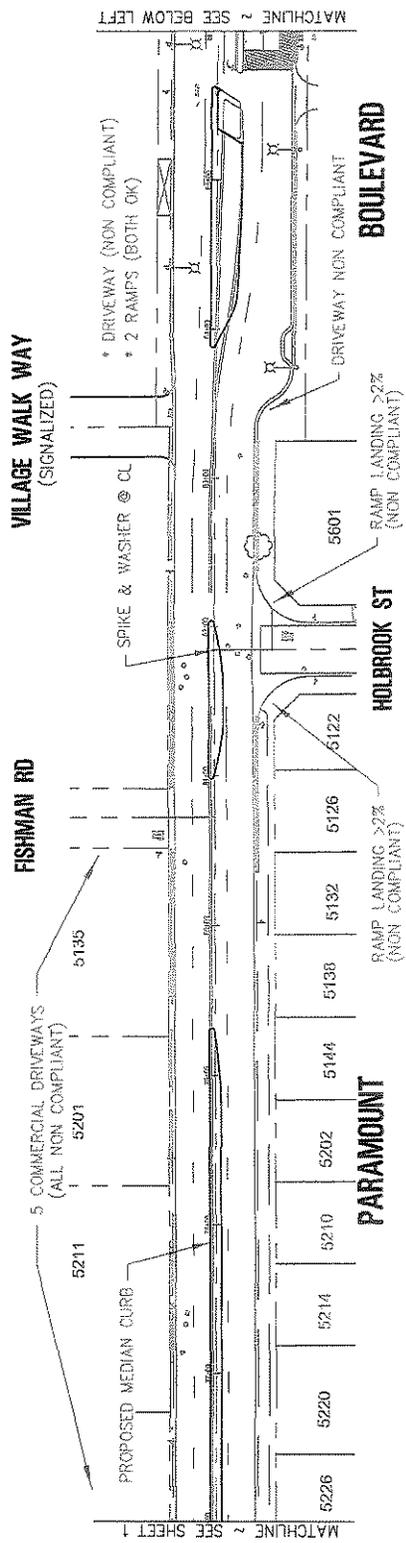
ROSE HEDGE DR.

DUNLAP CROSSING RD.

FIELD OBSERVATIONS EXHIBIT

PLAN PREPARED BY:
JOSEPH C. TRUXAW AND ASSOCIATES, INC.
Civil Engineers & Land Surveyors
 285 S. ANITA DRIVE, SUITE 111
 ORANGE, CA 92668
 PHONE: (714) 935-0285
 FAX: (714) 935-0106

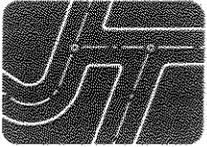




FIELD OBSERVATIONS EXHIBIT

PLAN PREPARED BY:
JOSEPH C. TRUXAW AND ASSOCIATES, INC.
Civil Engineers & Land Surveyors
 285 S. ANTA DRIVE, SUITE 111
 ORANGE, CA 92668
 PHONE: (714) 935-0265
 FAX: (714) 935-0106

* BASEMAP PROVIDED BY CITY



Not-to-Exceed Professional Fees and Reimbursable Expenses

Professional Services	\$ 127,740.00
Reimbursable Expenses: mylars, plots, copying, presentation materials, deliveries	\$ 2,860.00
Grand total not-to-exceed cost	\$ 130,600.00

Spreadsheet

The attached spreadsheet shows hourly rates which include labor, overhead, and all other direct and indirect costs. It also shows hours and cost per task. The task and fee breakdown matches the scope of services as presented within the RFP.

Updated: April 9, 2014

Joseph C. Truxaw and Associates, Inc.

Updated: April 9, 2014

Hourly Itemization
Paramount Boulevard from Mines to Whittier

Joseph C. Truxaw and Associates, Inc.

Task Number	Principal & Project Manager		Project Engineer & Project Surveyor	Survey Crew	CAD Engineer	Technical Assistant	Total Labor
	\$150	\$130					
1. Project Management	42	0	0	0	0	0	6,300.00
2. Agency & Utility Coordination	8	8	0	0	0	25	3,855.00
3.01. Design Survey: Field Survey	5	0	0	37	60	5	14,060.00
3.02. Records Research and Field Reviews	5	5	0	0	10	10	2,950.00
3.05.01. Draft Roadway Median Concept Plans	5	5	0	0	20	0	3,200.00
3.05.03. Public Outreach & City Presentations (up to 2 meetings/presentations)	15	0	0	0	10	10	3,800.00
3.05.04. Final Concept Plans	5	10	0	0	10	0	2,950.00
3.06. Environmental Studies	2	2	0	0	0	2	690.00
3.07. NPDES Program Compliance	5	0	0	0	0	5	1,075.00
4. Final Engineering	20	8	0	0	175	5	20,115.00
5. Cost Estimates	5	5	0	0	15	5	3,075.00
6. Specifications	8	5	0	0	0	10	2,500.00
7. Request for Authorization to Proceed with Construction	8	0	0	0	0	5	1,525.00
8. Project Advertisement Services	5	0	0	0	0	0	800.00
9. Construction Support Services	10	5	0	0	0	0	2,150.00
10. Prepare Record Drawings	4	0	0	0	14	0	1,860.00
TOTAL HOURS	153	53	53	37	314	82	71,015.00

J.H. Douglas (Environmental)

Task Number	Principal		Total Labor
	\$125		
3.06. Environmental Studies	37		4,625.00
TOTAL HOURS	37		4,625.00

TJW Engineering (Traffic)

Task Number	Principal & Project Manager	Project Engineer	Transportation Designer	CAD Technician	Traffic Count Data Lump Sum	Total Labor
3.03. Traffic Analysis	16	60	0	12		11,860.00
3.04. HSIP Compliance	8	24	8	0		3,920.00
3.05.01. Draft Roadway Median Concept Plans	2	0	8	0		860.00
3.05.03. Public Outreach & City Presentations (up to 2 meetings/presentations)	6	4	0	4		1,360.00
3.05.04. Final Concept Plans	1	0	2	6		580.00
4. Final Engineering	12	4	24	42		5,840.00
5. Cost Estimates	4	0	2	0		670.00
6. Specifications	8	0	4	0		1,340.00
9. Construction Support Services	8	0	8	0		1,640.00
10. Prepare Record Drawings	2	0	0	6		660.00
TOTAL HOURS	67	92	56	70		28,650.00

Site Design Studio (Landscape)

Task Number	Principal	Irrigation Principal	Designer	CAD Technician	Clerical	Total Labor
3.05.02. Draft Landscape Median Concept Plans	6	0	12	0	5	2,775.00
3.05.03. Public Outreach (up to 2 meetings/presentations)	10	0	6	0	4	2,350.00
3.05.04. Final Concept Plans	4	4	12	7	0	3,405.00
4. Final Engineering	6	16	18	32	0	8,750.00
5. Cost Estimates	2	1	8	0	0	1,450.00
6. Specifications	2	2	4	0	5	1,475.00
9. Construction Support Services	3	2	10	0	0	2,000.00
10. Prepare Record Drawings	1	1	1	4	3	1,060.00
TOTAL HOURS	34	26	71	43	17	23,450.00

Grant Total Not-to-Exceed Professional Fees

127,740.00

City of Pico Rivera
 Department of Public Works
 Paramount Boulevard Landscape Median Improvements from Whittier Boulevard to Mines Avenue, CIP No. 21272

Consultant Rankings and Cost Analysis

PROPOSALS						
Ranking System	Joseph C. Truxaw & Associates	Kabbara Engineering	Willdan	IE	APA	Harris
Fee Proposal	Fee Proposal	\$112,680	\$178,767	\$112,765	\$163,170	\$238,612
	Hours of Service	501	942	591	542	801
Qualifications	Average Hourly Rate	\$224.91	\$189.77	\$190.80	\$301.05	\$297.89
	Panelist No. 1	2	3	5	6	4
	Panelist No. 2	5	1	6	3	2
	Panelist No. 3	1	4	6	2	5
	Points	8	9	10	13	12
Fees	Final Rankings (Qualifications)	1	2	3	5	4
	Fee Proposal	3	1	5	4	6
	Average Hourly Rate	3	4	1	2	5
	Points	14	14	16	17	22
	Final Rankings (Qualifications and Fees)	1	1	2	3	4

INTERVIEWS			
Ranking System	Joseph C. Truxaw & Associates	Kabbara Engineering	Willdan
Qualifications	Panelist No. 1	2	3
	Panelist No. 2	2	1
	Panelist No. 3	2	3
Fees	Points	6	7
	Final Rankings (Qualifications)	1	2
	Fee Proposal	2	3
	Average Hourly Rate	2	3
	Points	9	10
Final Rankings (Qualifications and Fees)	1	2	3



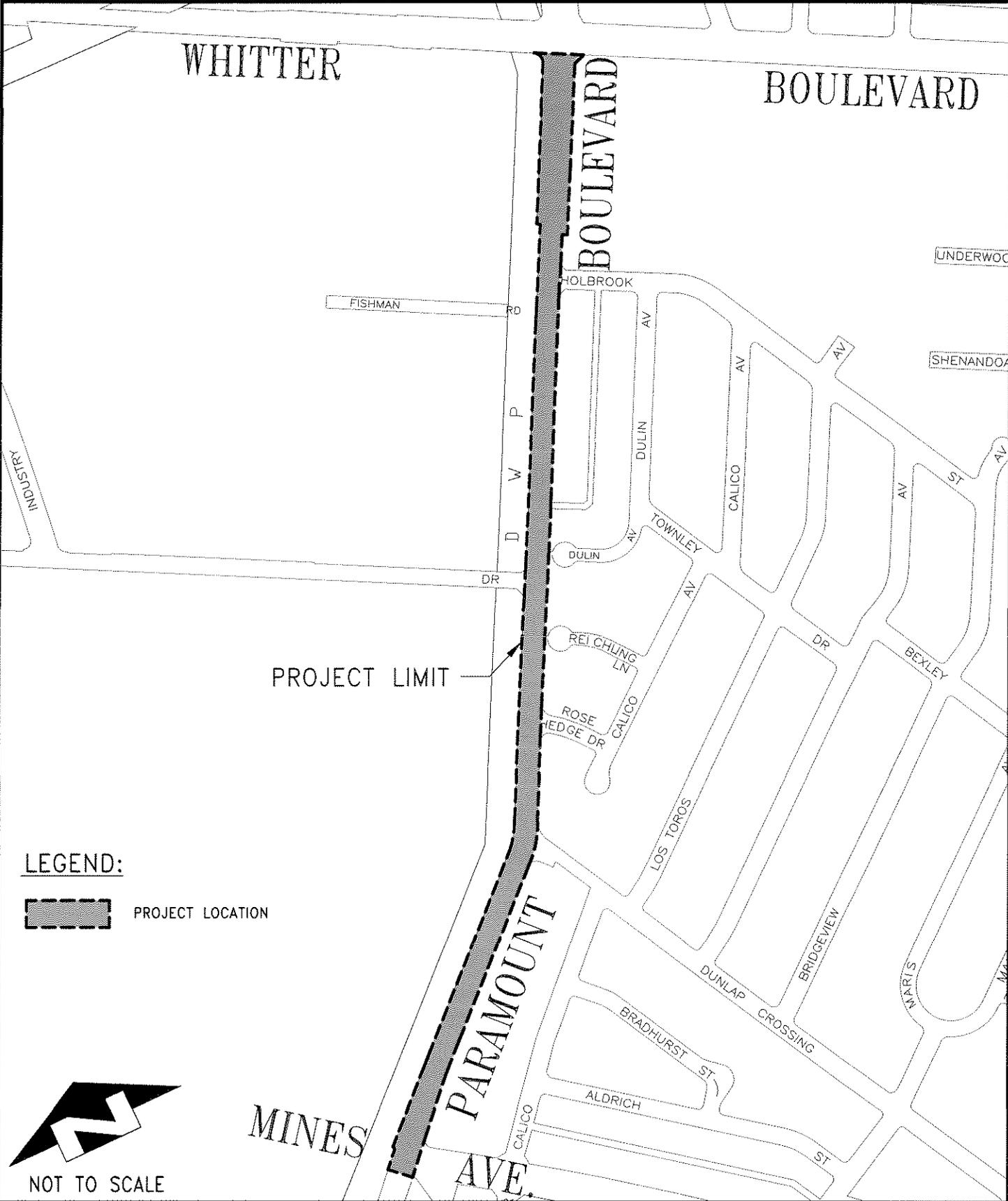
**Paramount Boulevard Landscape Median Improvements
from Whittier Boulevard to Mines Avenue,
City Project No. 21272**

Name: _____

Consultant: _____

EVALUATION SHEET			
Criteria	Maximum Points	Panelist Rating	Comments
<u>Manager's Qualification and experience delivering on similar projects for Pico Rivera, and other public agency</u> <ul style="list-style-type: none"> • Provide a summary of the project manager's experience • Discuss your familiarity with the City of Pico Rivera, as it relates to this project. 	10 10		
<u>Team Qualification. Experience working together on similar projects</u> <ul style="list-style-type: none"> • Elaborate on the experience that <u>this</u> team has working together on similar projects. 	15		
<u>Familiarity with project, understanding the work to be done.</u> <ul style="list-style-type: none"> • Provide a summary of the process your firm will follow upon receipt of the NTP. • Provide a summary of the traffic analysis that will be conducted. • We have a high concentration of accidents within the project limits; do you have any innovative solutions to resolve this issue? 	15		
<u>Discussion of key issues, both technical and non-technical</u> <ul style="list-style-type: none"> • What are the key technical issues on this project, and how will you resolve them? • Provide an example on how you propose to meet the new MS4 permit requirements. • Do you foresee any circulation issues that will preclude the construction of the medians? 	10 5 5		

<u>Understanding of local and state requirements on similar projects.</u> <ul style="list-style-type: none"> • Do you foresee issues with local utility requirements (e.g. SCE, County Sanitation District, etc.)? • Discuss your experience administering Federally-funded projects. 	<p style="text-align: center;">5</p> <p style="text-align: center;">5</p>		
<u>Proven ability to deliver project on time and within budget</u> <ul style="list-style-type: none"> • Briefly describe the last three project of similar nature. • Were there any amendments to those contracts? If so, what were the issues? • (What were the values of the amendments?) 	<p style="text-align: center;">10</p>		
<u>Quality of Staff / Quality Assurance/Quality Control</u> <ul style="list-style-type: none"> • Describe, in some detail, your in-house quality control process. 	<p style="text-align: center;">10</p>		
<p>Total</p>	<p style="text-align: center;">100</p>		



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

CIP 21272 - PARAMOUNT BOULEVARD MEDIAN IMPROVEMENT PROJECT

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 02-10-14





To: Mayor and City Council

From: City Manager

Meeting Date: April 22, 2014

Subject: ACCEPT LETTERS OF NO PREJUDICE WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO INITIATE CONGESTION HOT SPOT INTERSECTION PROJECTS

Recommendation:

Accept the Letters of No Prejudice with METRO, dated March 19, 2014, and authorize staff to begin expenditures of the \$2,417,000 in grant funds received from the SR-91/I-605/I-405 Hot Spots Program prior to the execution of the formal funding agreements with METRO which is necessary to accelerate project implementation.

Fiscal Impact: This project will receive \$2,417,000 in Measure R funds from the 91/605/405 Hot Spot Interchanges Program. METRO has authorized moving forward with the project; however, funding agreements between the City and METRO are scheduled to be executed in May 2014. By accepting the Letters of No Prejudice at this time, staff can begin expending funds which will be reimbursed by METRO after the funding agreements are executed. It is anticipated that the amount in funds to be spent prior to the execution of the funding agreements is approximately \$20,000. These funds will be for job costing.

Discussion:

On March 25, 2014, City Council approved the first Letter of No Prejudice (LONP) for the Rosemead Boulevard and Beverly Boulevard Intersection allowing City staff to initiate work at such intersection as part of the \$8.57 Million in funding that has been programmed from the SR-91/I-605/I-405 Congestion Hot Spots Program (Hot Spots Program) for capital improvement projects in Pico Rivera.

On April 1, 2014, City staff received three Letters of No Prejudice for the three pending intersections along Rosemead Boulevard: (1) Whittier Boulevard (\$603K), (2) Washington Boulevard (\$40K), and (3) Slauson Avenue (\$1.774M), from METRO for the Hot Spots

AUTHORIZE LETTERS OF NO PREJUDICE WITH LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (METRO) TO INITIATE CONGESTION HOT SPOT INTERSECTION PROJECT

Page 2 of 2

Program that focuses on reducing congestion at regional roadway intersections located within the limits of the corridor in local jurisdictions.

Proposed improvements vary at each of the intersections, but may include increased left-turn storage, additional left-turn lanes, additional through travel lanes, dedicated right-turn pockets, reconstruction of existing medians to accommodate additional travel lanes, and traffic signal modifications.

METRO is currently processing the individual Funding Agreements for these intersection projects, and expects to have them executed in late May 2014. To accelerate project implementation, METRO staff recommended a Letter of No Prejudice (LONP). The subject LONPs will authorize the City to use its local funds to initiate the Rosemead Boulevard Intersection Expansion Projects (Intersection Projects), prior to the execution of Funding Agreements, and to seek reimbursement after the agreements are fully executed.

The need to accelerate implementation of the Intersection Projects is due to schedule conflicts with the Durfee Underpass Project. Construction of the underpass is expected to begin early in 2016. During its construction, Durfee Avenue will be closed and traffic will be detoured through Rosemead Boulevard impacting intersections along this route. If intersections along Rosemead Boulevard are under construction, the level of congestion would be unacceptable. In an effort to eliminate schedule conflicts to the extent possible, the Intersection Projects are recommended to be accelerated. The benefit would be the reduction in traffic congestion and construction safety issues.

By accepting the LONPs, staff can begin expending local funds to initiate project implementation.



Ronald Bates

RRB:AC:RG:MPC:lg

Enc.

- 1) Letter of No Prejudice – Rosemead Blvd and Slauson Ave Intersection
- 2) Letter of No Prejudice – Rosemead Blvd and Washington Blvd Intersection
- 3) Letter of No Prejudice – Rosemead Blvd and Whittier Blvd and Rosemead Blvd and Washington Blvd Intersections
- 4) Intersection Widening Concepts

**Metro**Los Angeles County
Metropolitan Transportation AuthorityOne Gateway Plaza
Los Angeles, CA 90012-2952213.922.2000 Tel
metro.net

MR315.19

March 19, 2014

Arturo Cervantes, P.E.
Director of Public Works / City Engineer
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660
Attn: Rene Guerrero, Project Manager

RE: Project # MR315.19 – Rosemead/Slauson Intersection Improvements

Dear Mr. Cervantes:

This is in response to your March 7, 2014 email requesting a Letter of No Prejudice from the Los Angeles County Metropolitan Transportation Authority (“LACMTA”). This Letter of No Prejudice will allow the City of Pico Rivera (the “Agency”) to spend its local funds for the Rosemead/Slauson Intersection Improvements (the “Project”) prior to execution of a Funding Agreement (FA). LACMTA will consider those funds as reimbursable funds for the Project.

Uncertainty as to the State’s transportation budget prevents LACMTA from guaranteeing that the Measure R funds programmed to the Agency for the Project will be available. Accordingly, any work and related expenditures the Agency makes under this Letter of No Prejudice is undertaken solely at the risk of the Agency, as LACMTA cannot guarantee the availability of funds as programmed. LACMTA shall have no responsibility or obligation to fund the Project based on anything contained in this letter.

The Agency understands and agrees that should the Agency choose to initiate any work under this Letter of No Prejudice, it in no way implies or assures that the Project will be given a higher priority by LACMTA in the assignment of available funds over projects that have not initiated work.

With this understanding, if the Agency still desires to go forward with the Project at this time, LACMTA agrees that if the Agency chooses to spend local match funds in an amount up to \$1,774,257 for the construction phase of the Project, which is attached as Attachment A to this letter, then such funds shall be considered eligible reimbursable expenditures contingent upon meeting the following conditions:

All expenses made prior to the execution of the FA must be fully documented, in compliance with the approved scope of the Project approved by the LACMTA Board, and directly attributable to the Project tasks described in the scope and schedule submitted and attached to this letter as Attachment A;

The Agency understands that programmed funds are subject to annual recertification by the LACMTA Board and no guarantee is made that such funds will be available for the Agency's use;

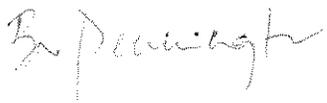
Upon commencement of local match expenditures, the Agency shall submit Quarterly Progress/Expense Reports For reference, see http://www.metro.net/projects_studies/call_projects/mou.htm; and

Any local match expenditures incurred under this Letter of No Prejudice will be audited and any expenses found not to be in compliance with the terms and conditions of the FA will be disallowed.

If the Agency fails to meet the above conditions, this letter shall be void and not binding upon the LACMTA. Nothing in the letter is intended to or shall be construed to allow the Agency to spend the grant funds.

If you should have any questions regarding the terms and conditions of this Letter of No Prejudice, please call Lucy Olmos, LACMTA's Project Manager at (213) 922-7099 or email at olmosl@metro.net.

Sincerely,



Bryan Pennington
Executive Director, Construction and Engineering

Attachment A – Scope of Work, Schedule, and Budget

**ATTACHMENT A
SCOPE OF WORK**

PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Slauson Avenue

PROJECT LOCATION:

The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Slauson Avenue.

PROJECT LIMITS:

Project improvements will be limited to the intersection of Rosemead Boulevard and Slauson Avenue.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	0,000
PS and E	367,088
R/W Support	0,000
R/W Capital	0,000
Construction Support	183,544
Construction Capital	<u>1,223,625</u>
Total Budget	<u>\$1,774,257</u>

SCOPE:

The project entails the following:

- Provide an additional southbound thru lane on Rosemead Boulevard.
- Increase southbound left-turn storage on Rosemead Boulevard.
- Provide an additional westbound left-turn lane on Slauson Avenue.
- Provide an additional northbound thru lane on Rosemead Boulevard.

MILESTONES:

	<u>Start</u>	<u>Complete</u>
Environmental Phase	N/A	N/A
Right-of-Way Engineering/Acquisition	N/A	N/A
Plans, Specifications & Estimates	May 2014	September 2014
Advertisement and Bidding	October 2014	November 2015
Construction	December 2014	March 2015

**Metro**Los Angeles County
Metropolitan Transportation AuthorityOne Gateway Plaza
Los Angeles, CA 90012-2952213.922.2000 Tel
metro.net

MR315.21

March 19, 2014

Arturo Cervantes, P.E.
Director of Public Works / City Engineer
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660
Attn: Rene Guerrero, Project Manager

RE: Project # MR315.21 – Rosemead/Washington Intersection Improvements

Dear Mr. Cervantes:

This is in response to your March 7, 2014 email requesting a Letter of No Prejudice from the Los Angeles County Metropolitan Transportation Authority (“LACMTA”). This Letter of No Prejudice will allow the City of Pico Rivera (the “Agency”) to spend its local funds for the Rosemead/Washington Intersection Improvements (the “Project”) prior to execution of a Funding Agreement (FA). LACMTA will consider those funds as reimbursable funds for the Project.

Uncertainty as to the State’s transportation budget prevents LACMTA from guaranteeing that the Measure R funds programmed to the Agency for the Project will be available. Accordingly, any work and related expenditures the Agency makes under this Letter of No Prejudice is undertaken solely at the risk of the Agency, as LACMTA cannot guarantee the availability of funds as programmed. LACMTA shall have no responsibility or obligation to fund the Project based on anything contained in this letter.

The Agency understands and agrees that should the Agency choose to initiate any work under this Letter of No Prejudice, it in no way implies or assures that the Project will be given a higher priority by LACMTA in the assignment of available funds over projects that have not initiated work.

With this understanding, if the Agency still desires to go forward with the Project at this time, LACMTA agrees that if the Agency chooses to spend local match funds in an amount up to \$40,511 for the construction phase of the Project, which is attached as Attachment A to this letter, then such funds shall be considered eligible reimbursable expenditures contingent upon meeting the following conditions:

All expenses made prior to the execution of the FA must be fully documented, in compliance with the approved scope of the Project approved by the LACMTA Board, and directly attributable to the Project tasks described in the scope and schedule submitted and attached to this letter as Attachment A;

The Agency understands that programmed funds are subject to annual recertification by the LACMTA Board and no guarantee is made that such funds will be available for the Agency's use;

Upon commencement of local match expenditures, the Agency shall submit Quarterly Progress/Expense Reports For reference, see http://www.metro.net/projects_studies/call_projects/mou.htm; and

Any local match expenditures incurred under this Letter of No Prejudice will be audited and any expenses found not to be in compliance with the terms and conditions of the FA will be disallowed.

If the Agency fails to meet the above conditions, this letter shall be void and not binding upon the LACMTA. Nothing in the letter is intended to or shall be construed to allow the Agency to spend the grant funds.

If you should have any questions regarding the terms and conditions of this Letter of No Prejudice, please call Lucy Olmos, LACMTA's Project Manager at (213) 922-7099 or email at olmosl@metro.net.

Sincerely,



Bryan Pennington
Executive Director, Construction and Engineering

Attachment A – Scope of Work, Schedule, and Budget

PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Whittier Boulevard

PROJECT LOCATION:

The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Whittier Boulevard.

PROJECT LIMITS:

Proposed improvements will be limited to the intersection of Rosemead Boulevard and Whittier Boulevard.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	000,000
PS and E	124,950
R/W Support	000,000
R/W Capital	000,000
Construction Support	62,475
Construction Capital	<u>416,500</u>
Total Budget	\$ 603,925

SCOPE:

The project entails the following:

- Provide an additional southbound left-turn lane on Rosemead Boulevard.
- Increase the eastbound left-turn storage on Whittier Boulevard.
- Increase the westbound left-turn storage on Whittier Boulevard.
- Provide a new northbound right-turn pocket on Rosemead Boulevard.

MILESTONES:

	<u>Start</u>	<u>Complete</u>
Environmental Phase	N/A	N/A
Right-of-Way Engineering/Acquisition	N/A	N/A
Plans, Specifications & Estimates	May 2014	September 2014
Advertisement and Bidding	October 2014	November 2015
Construction	January 2015	April 2015

**Metro**Los Angeles County
Metropolitan Transportation AuthorityOne Gateway Plaza
Los Angeles, CA 90012-2952213.922.2000 Tel
metro.net

MR315.09

March 19, 2014

Arturo Cervantes, P.E.
Director of Public Works / City Engineer
City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660
Attn: Rene Guerrero, Project Manager

RE: Project # MR315.09 – Rosemead/Whittier Intersection Improvements

Dear Mr. Cervantes:

This is in response to your March 7, 2014 email requesting a Letter of No Prejudice from the Los Angeles County Metropolitan Transportation Authority (“LACMTA”). This Letter of No Prejudice will allow the City of Pico Rivera (the “Agency”) to spend its local funds for the Rosemead/Whittier Intersection Improvements (the “Project”) prior to execution of a Funding Agreement (FA). LACMTA will consider those funds as reimbursable funds for the Project.

Uncertainty as to the State’s transportation budget prevents LACMTA from guaranteeing that the Measure R funds programmed to the Agency for the Project will be available. Accordingly, any work and related expenditures the Agency makes under this Letter of No Prejudice is undertaken solely at the risk of the Agency, as LACMTA cannot guarantee the availability of funds as programmed. LACMTA shall have no responsibility or obligation to fund the Project based on anything contained in this letter.

The Agency understands and agrees that should the Agency choose to initiate any work under this Letter of No Prejudice, it in no way implies or assures that the Project will be given a higher priority by LACMTA in the assignment of available funds over projects that have not initiated work.

With this understanding, if the Agency still desires to go forward with the Project at this time, LACMTA agrees that if the Agency chooses to spend local match funds in an amount up to \$603,925 for the construction phase of the Project, which is attached as Attachment A to this letter, then such funds shall be considered eligible reimbursable expenditures contingent upon meeting the following conditions:

All expenses made prior to the execution of the FA must be fully documented, in compliance with the approved scope of the Project approved by the LACMTA Board, and directly attributable to the Project tasks described in the scope and schedule submitted and attached to this letter as Attachment A;

The Agency understands that programmed funds are subject to annual recertification by the LACMTA Board and no guarantee is made that such funds will be available for the Agency's use;

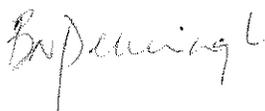
Upon commencement of local match expenditures, the Agency shall submit Quarterly Progress/Expense Reports For reference, see http://www.metro.net/projects_studies/call_projects/mou.htm; and

Any local match expenditures incurred under this Letter of No Prejudice will be audited and any expenses found not to be in compliance with the terms and conditions of the FA will be disallowed.

If the Agency fails to meet the above conditions, this letter shall be void and not binding upon the LACMTA. Nothing in the letter is intended to or shall be construed to allow the Agency to spend the grant funds.

If you should have any questions regarding the terms and conditions of this Letter of No Prejudice, please call Lucy Olmos, LACMTA's Project Manager at (213) 922-7099 or email at olmosl@metro.net.

Sincerely,



Bryan Pennington
Executive Director, Construction and Engineering

Attachment A – Scope of Work, Schedule, and Budget

ATTACHMENT A SCOPE OF WORK

PROJECT TITLE: I-605 Hot Spots Arterial Intersection Project - Rosemead Boulevard and Washington Boulevard

PROJECT LOCATION:

The project is located in the City of Pico Rivera at the intersection of Rosemead Boulevard and Washington Boulevard.

PROJECT LIMITS:

Proposed improvements will be limited to the intersection of Rosemead Boulevard and Washington Boulevard.

NEXUS TO HIGHWAY OPERATION DEFINITION/PROJECT PURPOSE:

The purpose of this project is to construct intersection improvements that will most effectively reduce existing and forecasted congestion in the SR-91/I-605/I-405 corridor. The proposed improvements have been analyzed and are shown to result in improved Level-of-Service (LOS) conditions.

BUDGET:

COMPONENT	AMOUNT
PA/ED	000,000
PS and E	8,382
R/W Support	000,000
R/W Capital	000,000
Construction Support	4,191
Construction Capital	<u>27,938</u>
Total Budget	\$ 40,511

SCOPE:

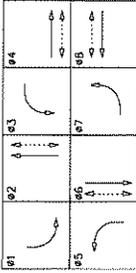
The project entails the following:

- Modify the northbound right-turn pocket into a northbound shared thru/right-turn lane on Rosemead Boulevard.
- Modify the southbound right-turn pocket into a southbound shared thru/right-turn lane on Rosemead Boulevard.

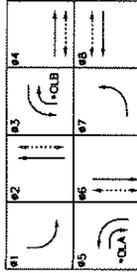
MILESTONES:

	<u>Start</u>	<u>Complete</u>
Environmental Phase	N/A	N/A
Right-of-Way Engineering/Acquisition	N/A	N/A
Plans, Specifications & Estimates	May 2014	September 2014
Advertisement and Bidding	October 2014	November 2015
Construction	January 2015	April 2015

EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM



- 10-LA PROPOSED EB RIGHT TURN OVERLAP
- 10-LB PROPOSED WB RIGHT TURN OVERLAP

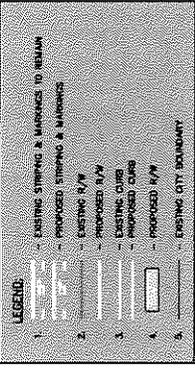
AM PEAK HOUR	2015 FUTURE	2035 FUTURE
LOS	183.9	27.4
DELAY	183.9	27.4
V/C	1.75	1.02
PM PEAK HOUR	2015 FUTURE	2035 FUTURE
LOS	183.9	27.4
DELAY	183.9	27.4
V/C	1.75	1.02

PROPOSED IMPROVEMENTS

- PROVIDE ADDITIONAL NB LEFT TURN LANE ALONG LANEWOOD BLVD.
- PROVIDE ADDITIONAL SB LEFT TURN LANE ALONG LANEWOOD BLVD.
- PROVIDE ADDITIONAL EB LEFT TURN LANE ALONG TELEGRAPH RD.
- PROVIDE ADDITIONAL WB LEFT TURN LANE ALONG TELEGRAPH RD.
- INCREASE NB & SB LEFT TURN STORAGE ALONG LANEWOOD BLVD.
- INCREASE EB & WB LEFT TURN STORAGE ALONG TELEGRAPH RD.
- PROVIDE EB RIGHT TURN POCKET ALONG TELEGRAPH RD.
- PROVIDE WB RIGHT TURN POCKET ALONG TELEGRAPH RD.
- PROVIDE EB RIGHT TURN OVERLAP PHASING
- PROVIDE WB RIGHT TURN OVERLAP PHASING

NOTES

- POWER POLES ON SOUTHERN SIDEWALK OF WEST LEG BETWEEN MANZANAR AVE. AND LANEWOOD BLVD. TO BE RELOCATED
- POWER POLES ON SOUTHERN SIDEWALK OF EAST LEG BETWEEN LANEWOOD BLVD. AND LANELL AVE. TO BE RELOCATED



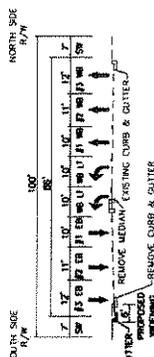
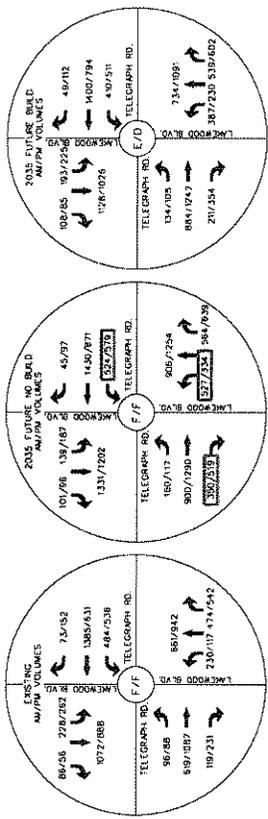
SCALE: 1"=40'

ARTERIAL CONCEPTUAL PLAN

INTERSECTION #12
LANEWOOD BLVD & TELEGRAPH RD
SHEET 1 OF 2

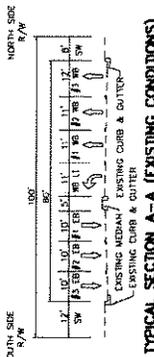
R B F U R S
INFRASTRUCTURE

CRITICAL MOVE VOLUMES



TYPICAL SECTION A-A TELEGRAPH RD

NOT TO SCALE



TYPICAL SECTION A-A (EXISTING CONDITIONS) TELEGRAPH RD

NOT TO SCALE



MATCHLINE - SEE SHEET 2

WESTERN ON STRIPING LANE

NO PARKING 1-3AM AND 4-6PM

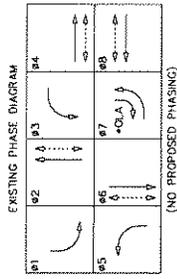
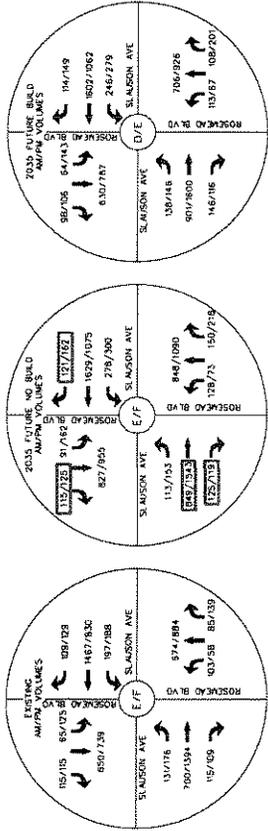
LANEWOOD BLVD

LEIGHTON AVE

TELEGRAPH RD

LINDELL AVE

EXISTING CRITICAL MOVE VOLUMES



AM PEAK HOUR	2033 FUTURE PRO BUIL	2033 FUTURE BUIL
LOS	57.0	36.8
DELAY	0.90	0.76
PM PEAK HOUR	2033 FUTURE PRO BUIL	2033 FUTURE BUIL
LOS	101.0	67.0
DELAY	1.25	0.89

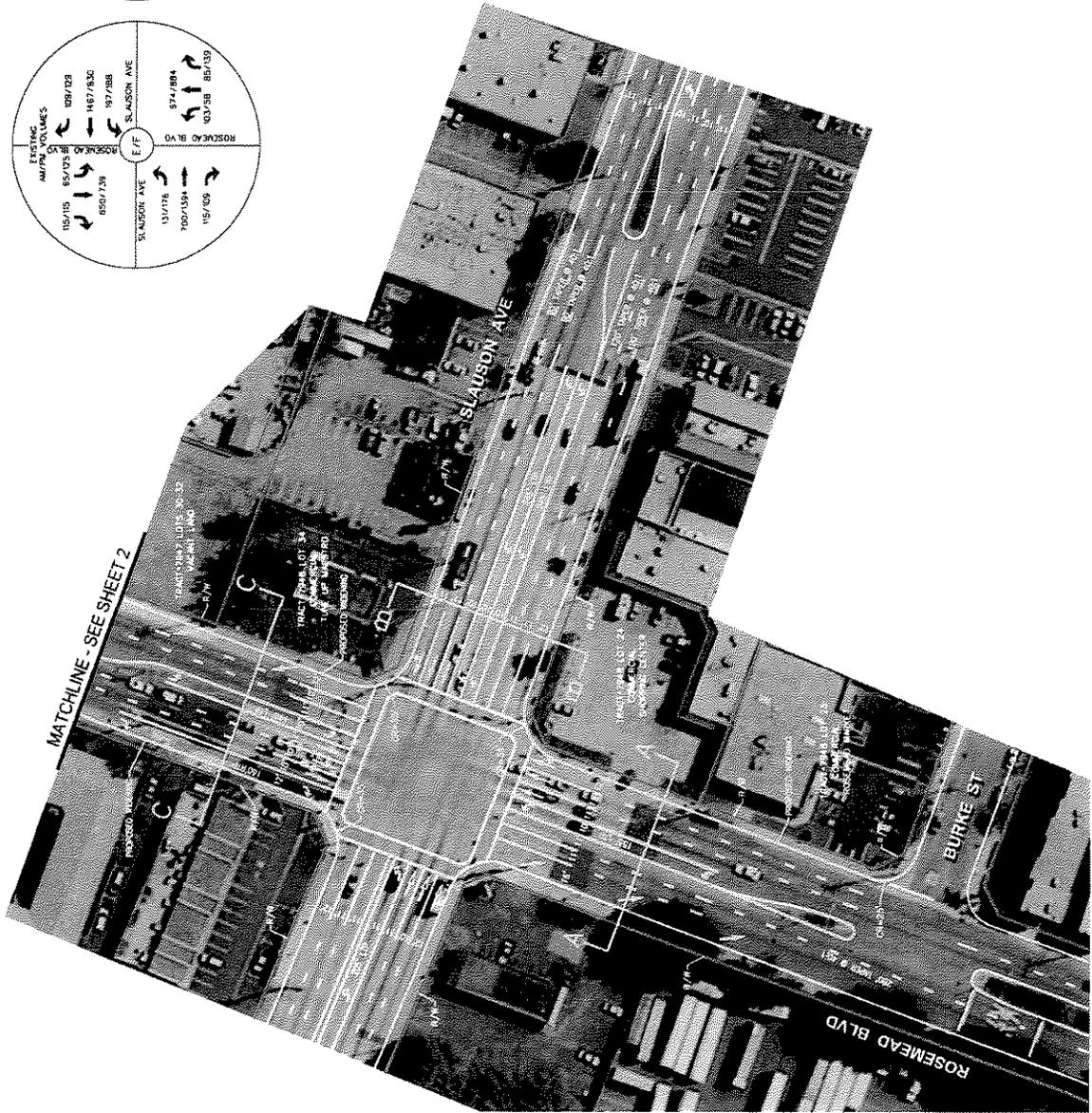
- PROPOSED IMPROVEMENTS**
- PROVIDE ADDITIONAL SB TRNS LANE ALONG ROSEMEAD BLVD.
 - INCREASE SB LEFT TURN STORAGE ALONG ROSEMEAD BLVD.
 - PROVIDE ADDITIONAL NB LEFT LANE ALONG SLAUSON AVE.
 - PROVIDE ADDITIONAL NB TRNS LANE ALONG ROSEMEAD BLVD.

LEGEND

- 1 - EXISTING STRIPING & MARKINGS TO REMAIN
- 2 - PROPOSED STRIPING & MARKINGS
- 3 - EXISTING PAV
- 4 - PROPOSED PAV
- 5 - EXISTING CURB
- 6 - PROPOSED CURB
- 7 - EXISTING SIGN
- 8 - PROPOSED SIGN



SCALE: 1"=40'

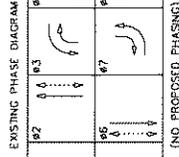
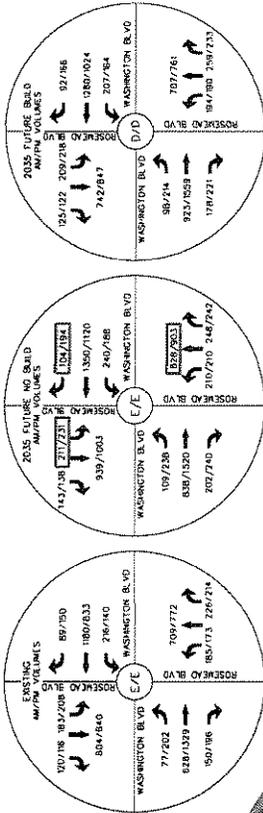


ARTERIAL CONCEPTUAL PLAN

INTERSECTION #13
ROSEMEAD BLVD & SLAUSON AVE
SHEET 1 OF 2
PICO RIVERA, CA



CRITICAL MOVE VOLUMES



PROPOSED INTERCHANGES

- MOVE/SHOULDER TURN POCKET INTO SHARED TURN/POCKET LANE ALONG ROSEMEAD BLVD.
- MOVE/SHOULDER TURN POCKET INTO SHARED TURN/POCKET LANE ALONG ROSEMEAD BLVD.

LEGEND:

- 1 - EXISTING STRIPING & MARKINGS TO REMAIN
- 2 - PROPOSED STRIPING & MARKINGS
- 3 - EXISTING 9/4
- 4 - PROPOSED 9/4
- 5 - EXISTING CURB
- 6 - PROPOSED CURB
- 7 - EXISTING 1/4
- 8 - PROPOSED 1/4



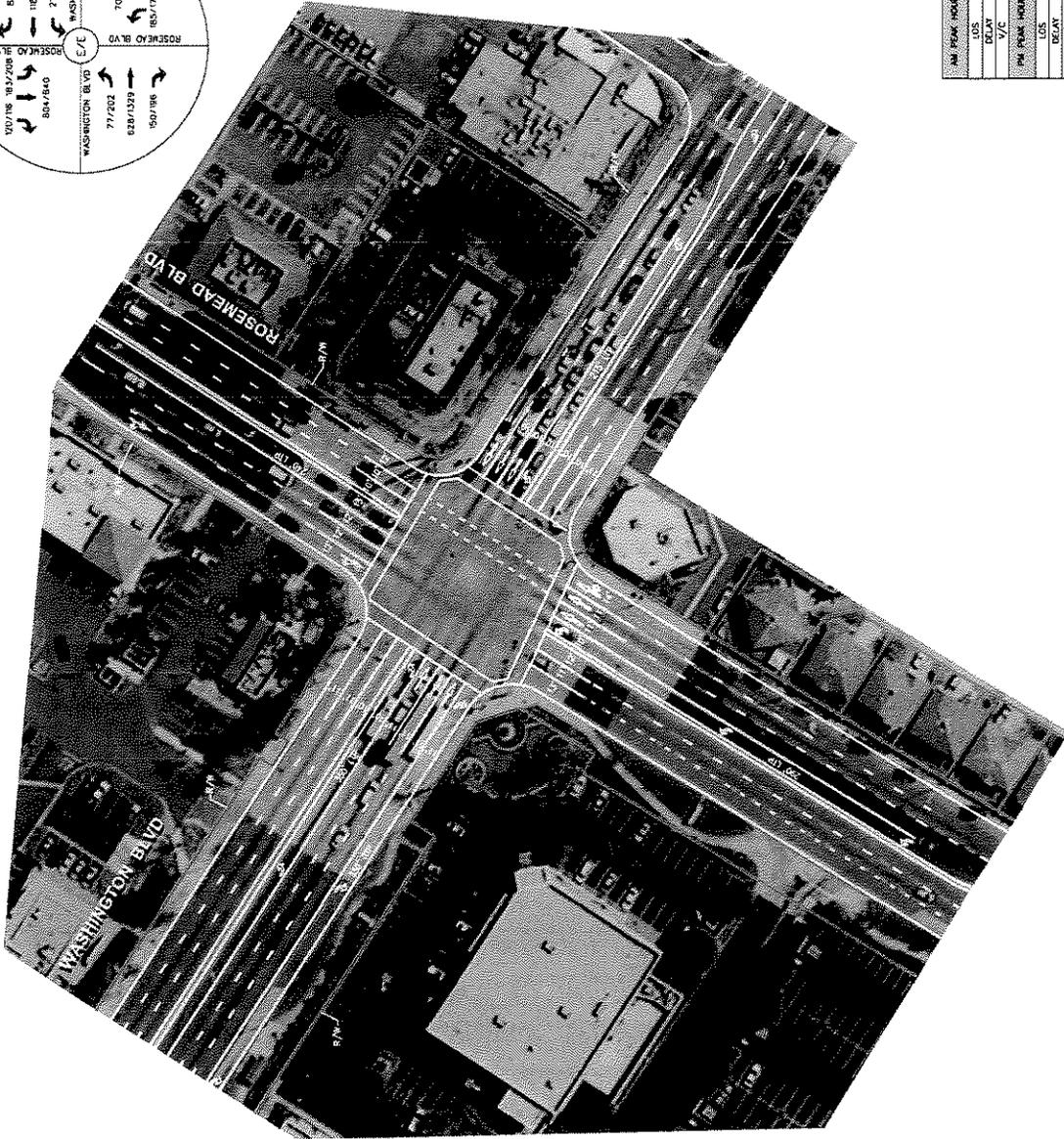
SCALE: 1"=40'

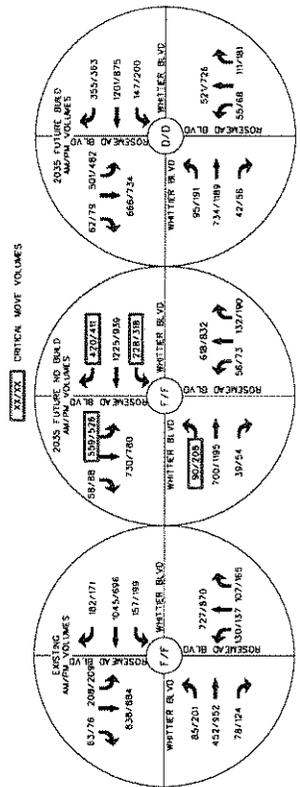
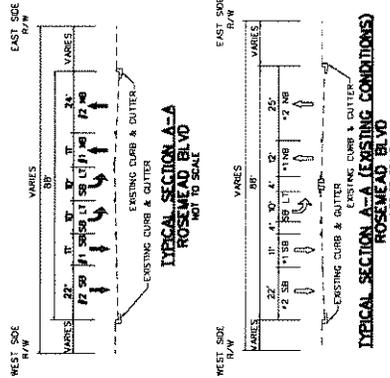
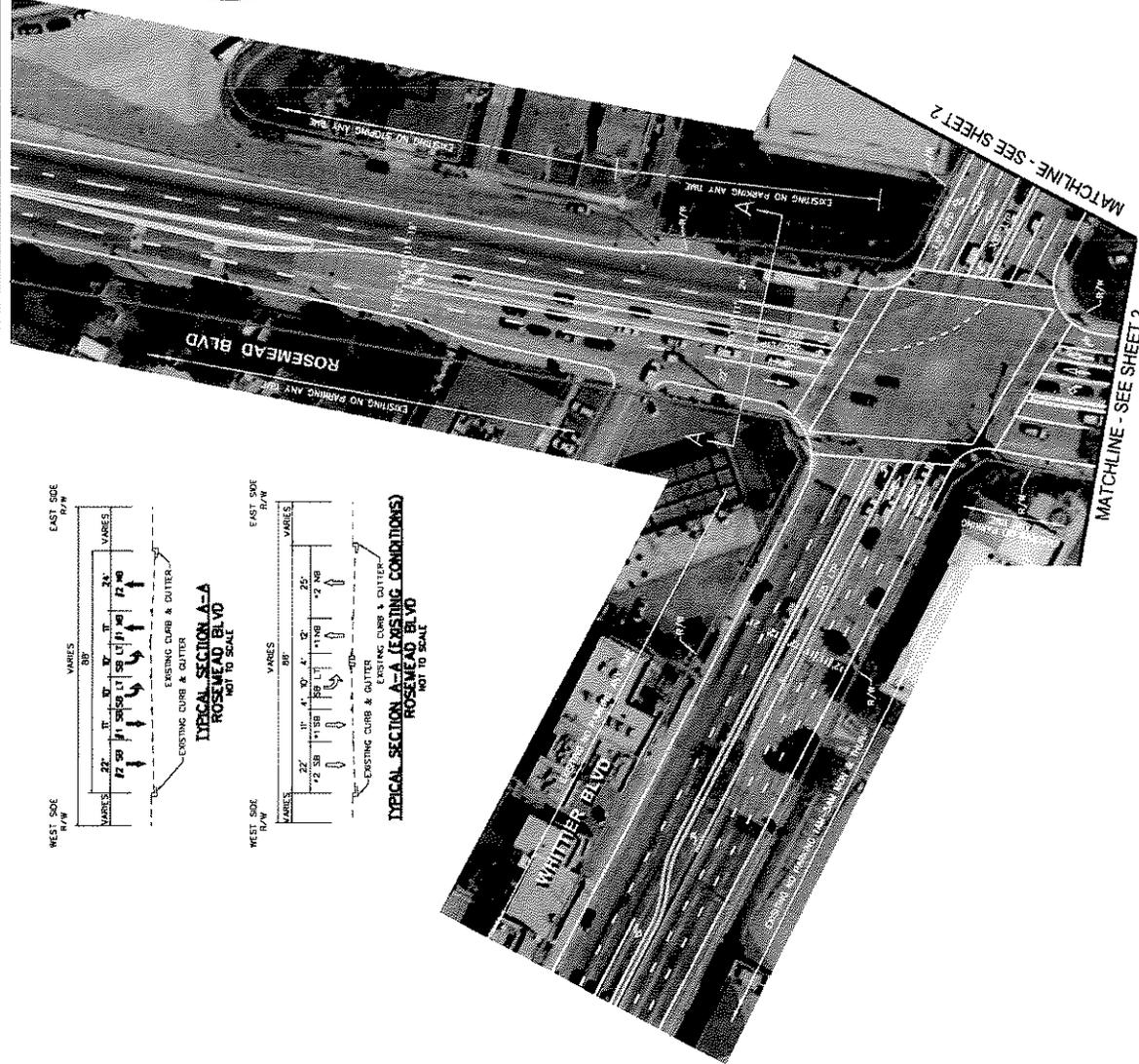
ARTERIAL CONCEPTUAL PLAN



INTERSECTION #14
ROSEMEAD BLVD & WASHINGTON BLVD
PICO RIVERA, CA

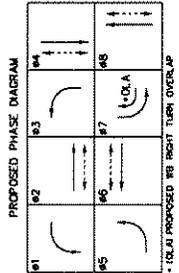
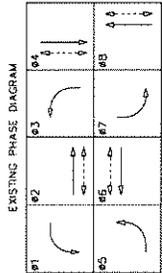
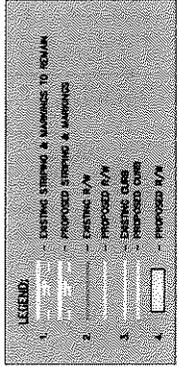
AM PEAK HOUR LOS	2035 FUTURE NO BUILD E	2035 FUTURE BUILD D	PM PEAK HOUR V/C	2035 FUTURE NO BUILD E	2035 FUTURE BUILD D
35.8	35.8	35.8	0.71	35.8	35.8
35.8	35.8	35.8	0.71	35.8	35.8
35.8	35.8	35.8	0.71	35.8	35.8
35.8	35.8	35.8	0.71	35.8	35.8





AM PEAK HOUR	2035 FUTURE NO BLD	2035 FUTURE BLD
LT	81.3	14.9
RT	91.3	0.0
TOTAL	172.6	14.9
PM PEAK HOUR	2035 FUTURE NO BLD	2035 FUTURE BLD
LT	108.0	27.2
RT	124.1	0.0
TOTAL	232.1	27.2

- PROPOSED IMPROVEMENTS**
- PROVIDE ADDITIONAL SB RT TURN LANE ALONG ROSEMEAD BLVD.
 - INCREASE EB RT TURN STORAGE ALONG WHITTIER BLVD.
 - INCREASE SB RT TURN STORAGE ALONG WHITTIER BLVD.
 - PROVIDE NB RIGHT TURN POCKET ALONG ROSEMEAD BLVD.



SCALE: 1" = 40'

ARTERIAL CONCEPTUAL PLAN

INTERSECTION #15
ROSEMEAD BLVD & WHITTIER BLVD
SHEET 1 OF 2
CITY OF PICO RIVERA



To: Mayor and City Council
From: City Manager
Meeting Date: April 22, 2014
Subject: TREASURER'S REPORT – DECEMBER 31, 2013

Recommendations:

Receive & file Quarterly Treasurer's Report for the quarter ending December 31, 2013.

Fiscal Impact:

There is no fiscal impact from this item.

Discussion:

Attached is the Investment Report for the quarter ending December 31. Pooled Cash and Investments this quarter totaled \$24,676,136 consisting of \$4,192,475 in non-interest bearing accounts and \$20,483,661 in the State Local Agency Fund (LAIF). The City also had \$7,787,821 of bond investments for a total cash and investments of \$32,463,957.

All investments are maintained in accordance with California Government Code Section 53601 and the City's investment policy. All idle funds are invested in LAIF which provide the highest liquidity should the City need to withdraw its funds. The Director of Finance certifies that the funds are invested to provide sufficient cash flow for a period of six months.

nr

Ronald Bates

RB:MM

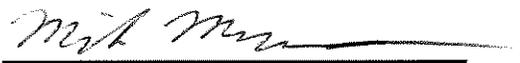
Attachment 1 – Treasurer's Report for Quarter Ending December 31, 2013.

December 31, 2013

December 2013 Treasurer's Report

I certify that the attached Treasurer's Report reflects all government agency pooled investments and is in compliance with the Investment Policy of the City of Pico Rivera. A copy of this policy is available at the office of the City Clerk.

Based upon prior experience, it is felt that the investment program herein shown provides sufficient pooled cash flow liquidity to meet estimated expenditures for the next six months.



Mike Matsumoto
Assistant City Manager/Finance Director

Date: 4/17/2014

CASH BALANCE BY FUND

CITY OF PICO RIVERA						
TREASURER'S REPORT						
December 31, 2013						
				BALANCE		BALANCE
FUND	GL NO	TITLE	07/01/2013	INCREASES	DECREASES	12/31/2013
010	010-10100	GENERAL FUND	1,172,984	16,751,730	(21,547,516)	(3,622,803)
011	011-10100	GENERAL FUND DEBT SERVICE	153,393	327	-	153,720
012	012-10100	PEBO (GASB45) FUND	5,486,552	-	-	5,486,552
013	013-10100	GEN FUND RESERVE - LEAVE LIABILITY	593,511	-	-	593,511
014	014-10100	GEN FUND RESERVE - CRA CONTINGENCY RESERVE	1,900,000	-	-	1,900,000
015	015-10100	GENERAL FUND RESERVE	4,500,000	-	-	4,500,000
016	016-10100	ECONOMIC STABILIZATION	1,474,566	-	(234)	1,474,332
017	017-10100	IMAGE ENHANCEMENT FUND	2,213,803	46,270	(1,528,813)	731,261
020	020-10100	SEWER	-	-	-	-
040	040-10100	GAS TAX	-	980,205	(813,576)	166,628
041	041-10100	STATE RELINQUISHMENT FUND	-	-	-	-
050	050-10100	TRANSPORTATION DEV. TAX	0	-	(15,994)	(15,994)
070	070-10100	PARK DEVELOPMENT	27,768	79	-	27,847
090	090-10100	PROPOSITION A - TRANSP.	502,972	529,235	(465,819)	566,388
095	095-10100	PROPOSITION C - TRANSP.	1,177,723	475,978	(130,671)	1,523,030
096	096-10100	MEASURE R FUND	1,489,112	339,546	(409,138)	1,419,520
120	120-10100	CABLE/PEG SUPPORT FUND	-	-	-	-
160	160-10100	SYEP	(5)	5	-	-
200	200-10100	AIR QUALITY IMPROVEMENT FUND	122,017	40,580	-	162,597
210	210-10100	CAPITAL IMPROVEMENT	1,388,876	6,023,813	(7,411,627)	1,062
211	211-10100	GENERAL PLAN CIP FUND	389,773	-	(76,379)	313,394
212	212-10100	FINANCIAL SYSTEM REPLACEMENT FUND	509,260	720	-	509,980
300	300-10100	2009 LRB PROJECT FUND	(1,602,082)	2,025,822	(431,941)	(8,202)
450	450-10100	EQUIPMENT REPLACEMENT	1,402,405	1,225	(403,284)	1,000,346
511	511-10100	HOUSING AGENCY - L&M	4,386	4,011	-	8,397
531	531-10100	SECTION 8	1,135,315	2,904,672	(2,917,570)	1,122,417
540	540-10100	ASSMT DIST 95-1 IMPROVMT FUND	42,608	91	-	42,699
545	545-10100	LIGHTING ASSESSMENT DISTRICT	(42,002)	640,119	(723,790)	(125,672)
546	546-10100	PARAMOUNT/MINES ASSESSMENT DIST	11,437	3,663	(6,426)	8,674
547	547-10100	FLOSSMOR RD. SEWER ASSESSMENT	3,371	7	-	3,379
550	550-10100	WATER AUTHORITY	(2,504,847)	7,269,607	(6,849,484)	(2,084,724)
550	550-10108	WRD	1,681,696	745,975	(2,427,671)	-
551	551-10100	WATER ENTERPRISE FUND (OLD)	1,003,324	1,619	-	1,004,943
570	570-10100	GOLF COURSE	(298,894)	202,429	(458,112)	(554,577)
570	570-10106	GOLFLINKS	73,972	347,810	(202,399)	219,383
590	590-10100	SPORTS ARENA	295,302	100,266	(63,558)	332,010
600	600-10100	BICENTENNIAL CAMPGROUND	-	-	-	-
630	630-10100	COMMUNITY DEVELOPMENT	(278,983)	444,899	(494,444)	(328,527)
631	631-10100	CDBR-R GRANT	-	-	-	-
633	633-10100	E.D.A. GRANT FUND	-	-	-	-
634	634-10100	E.D.A.- DEVELOPER FEES	2,606,615	4,456	(13,214)	2,597,857
635	635-10100	EPA SEWER GRANT	-	-	-	-
636	636-10100	MONTEBELLO BUS GRANT	-	-	-	-
638	638-10100	FEDERAL AID STPL5351 FUND	-	-	-	-
639	639-10100	FEDERAL ARRA GRANT	-	-	-	-
640	640-10100	HOME PROG.GRANT FUND	693,153	116,977	(27)	810,104
645	645-10100	FEDERAL EARMARK	-	-	-	-
650	650-10100	CALHOME GRANT	87,015	5,243	(355,988)	(263,730)
670	670-10100	USED OIL RECYCLE GRANT	47,889	17,255	(7,847)	57,297
671	671-10100	CAL RECYCLE GRANT	-	-	(55,000)	(55,000)
675	675-10100	CA BEVERAGE CONTAINER GRANT	54,509	115	-	54,625
677	677-10100	CA INTEGRATED WASTE MGT BOARD GRANT	-	-	-	-
681	681-10100	PEDESTRIAN SAFETY PROGRAM GRANT	-	-	-	-
690	690-10100	REACH GRANTS	498,229	689,546	(444,043)	743,732
697	697-10100	MISCELLANEOUS LOCAL GRANTS	1,447	20,512	(42,874)	(20,915)
698	698-10100	MISCELLANEOUS FEDERAL GRANTS	(249,108)	693,733	(444,625)	-
699	699-10100	MISCELLANEOUS GRANTS	-	-	-	-
700	700-10100	URBAN OPEN SPACE & RECREATION	-	-	-	-
715	715-10100	STATE PARK FUNDS	-	-	-	-
716	716-10100	PROP 12 - PARKS FUNDS	-	-	-	-
717	717-10100	PROP 40 - CALIFORNIA PARK FUNDS	-	-	-	-
718	718-10100	STATE GRANT TCRF PASSON	(1,207,486)	-	(766,455)	(1,973,942)
719	719-10100	PROP 18 STREET GRANT	-	-	-	-
720	720-10100	SAFE ROUTES TO SCHOOL(SR25)	(3,334)	1,797	(3,904)	(5,441)
851	851-10100	SUCCESSOR - DS	345,032	2,248,932	(2,593,676)	288
852	852-10100	REDEVELOPMENT OBLIGATION RETIREMENT FUND	1,792,298	2,255	(1,792,298)	2,255
853	853-10100	BOND DEFEASANCE FUND	1,694,152	877,325	-	2,571,477
854	854-10100	SUCCESSOR SALES TAX	1,065,000	-	-	1,065,000
855	855-10100	SUCCESSOR BOND FUND	1,728,391	2,678	(448,517)	1,282,552
990	990-10100	DEPOSIT LIABILITY ACCOUNT	(1) ⁽¹⁾ 1,100,842	126,440	(188,637)	1,038,645
995	995-10100	SEWC JOINT POWERS AUTHORITY	217,581	33,759	(11,578)	239,762
		TOTALS	34,501,538	44,721,727	(54,547,130)	24,676,136
		(1)	With Transfer from Fund 990 to Fund 010 Effective Jan2013 for Business License Revenue			

CITY OF PICO RIVERA
 TREASURER'S REPORT
 December 31, 2013

TYPE OF INVESTMENT	ISSUER/ BROKER	INTEREST RATE	FISCAL YTD INTEREST INCOME	BOOK VALUE	PAR VALUE	CURRENT MARKET VALUE (C.M.V.)	SOURCE OF C.M.V.
DEMAND DEPOSIT ACCOUNTS:							
WELLS FARGO GEN ACCOUNT		0.00%	-	3,153,218	3,153,218	3,153,218	
WELLS FARGO WRD ACCOUNT		0.00%	-	0	0	0	
WELLS FARGO GOLFLINKS		0.00%	-	219,380	219,380	219,380	
WELLS FARGO SEC 8 ACCOUNT		0.00%	-	779,294	779,294	779,294	
WELLS FARGO SEC 8 ESCROW ACCT		0.00%	-	40,581	40,581	40,581	
			-	4,192,475	4,192,475	4,192,475	
LOCAL AGENCY INVESTMENT FUND ACCOUNTS:							
CITY LAIF ACCT#98-19-653		0.26%	29,447	20,181,118	20,181,118	20,181,118	
HOUSING ASSISTANCE AGENCY #25-19-002		0.26%	748	302,543	302,543	302,543	
			30,195	20,483,661	20,483,661	20,483,661	
TOTAL CASH & INVESTMENTS			30,195	24,676,136	24,676,136	24,676,136	
FISCAL AGENT (TRUSTEE) INVESTMENTS:							
PICO RIVERA WATER AUTHORITY, REVENUE BONDS 1999							
(WATER SYSTEM PROJECT) PICO 99 A&B - BOND FUND	US BANK	0.00%	-	619,332	619,332	619,332	US BANK
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	1,401	600,000	600,000	600,000	US BANK
FEDERAL TREASURY OBLIGATIONS FUND			1,401	1,219,332	1,219,332	1,219,332	
PICO RIVERA WATER AUTHORITY, REVENUE BONDS 2001							
FEDERAL TREASURY OBLIGATIONS FUND	US BANK	0.00%	8,182	3,674,567	3,674,567	3,674,567	US BANK
PICO RIVERA REDEVELOPMENT TAX ALLOCATION REFUNDING BONDS 2001 PROJ 1	US BANK	0.00%		195,906	195,906	195,906	US BANK
PFA 2009 BONDS							
BNY MELLON TRUST COMPANY	BNY	0.01%	6,141	2,698,015	2,698,015	2,698,015	BNY
TOTAL FISCAL AGENT (TRUSTEE) INVESTMENTS			15,724	7,787,821	7,787,821	7,787,821	

Note: * The Pico Rivera Water Authority owns all of the outstanding Pico Rivera Redevelopment Agency Project No. 1 2001 Tax Allocation Refunding Bonds



To: Mayor and City Council

From: City Manager

Meeting Date: April 22, 2014

Subject: REGIONAL WATER QUALITY CONTROL BOARD - MS4 PERMIT COMPLIANCE – INTRODUCTION OF AN ORDINANCE FOR THE LOW IMPACT DEVELOPMENT PROGRAM, AND ADOPTION OF A RESOLUTION OF GREEN STREETS POLICIES.

Recommendation:

- 1) Introduce an ordinance amending the Pico Rivera Municipal Code Title 16 Chapter 16.04, “Storm Water and Urban Runoff Pollution Prevention” to incorporate Low Impact Development (LID) provisions, and set a public hearing for May 13, 2014; and
- 2) Adopt a resolution establishing a Green Streets Policy in compliance with the Municipal Separate Storm Sewer System (MS4) Permit; and
- 3) Approve the Pico Rivera Green Streets Guidance Manual and direct the Director of Public Works/City Engineer to maintain and update the manual, as required, for compliance with the MS4 Permit.

Fiscal Impact: There may be an increase in cost for future private and public improvement projects as a result of approving the above recommended actions. The additional cost will primarily consist of funding for improvements required to meet storm water quality standards.

Discussion:

The MS4 Permit (LARWQCB Order No. R-2012-0175) was adopted by the Los Angeles Regional Water Quality Control Board (LARWQCB) on November 8, 2012. This updated MS4 permit is a several hundred page document that contains new requirements related to the management of surface water quality in Los Angeles County. The City of Pico Rivera (City) is one of the municipalities named as a permittee in the MS4 Permit. The City is collaborating with other nearby cities in the Lower Los Angeles River and Lower San Gabriel River watersheds to prepare Water Management Plans (WMPs).

Low Impact Development (LID) Program - The MS4 Permit requires permittees to have a LID Program (via ordinance) that uses smart growth practices and standards for storm water pollution mitigation for new development and redevelopment projects. Qualifying developments will be required to implement storm water quality mitigation measures.

REGIONAL WATER QUALITY CONTROL BOARD - MS4 PERMIT COMPLIANCE –
INTRODUCTION OF AN ORDINANCE FOR THE LOW IMPACT DEVELOPMENT
PROGRAM, AND ADOPTION OF A RESOLUTION OF GREEN STREETS POLICIES.

Page 2 of 2

The City has been requiring development and redevelopment projects to implement similar storm water mitigations since 2002 under the Storm Water Quality Management Program (SWQMP). As such, the existing Pico Rivera Municipal Code (PRMC) is proposed to be amended to incorporate the LID Program to comply with the new 2012 MS4 Permit; an entirely new LID Ordinance was not necessary. The amendments expand the number and type of high priority projects that are required to implement storm water mitigation measures. Some examples include single family residences that disturbed 10,000 square feet or more, all development projects of equal to 1 acre or more of disturbed surface area, and street and roadway construction of 10,000 square feet or more of disturbed surface area.

Instead of stating the entire LID Program in the ordinance, staff proposes implementing a guidance manual (Pico Rivera LID Guidance Manual). The manual contains the information that will be needed by the public to comply with the LID Program. The manual is designed to minimize costs impacts, maintenance and enforcement. For example, the program includes low cost treatment systems that are easier for owners/developers to install and maintain, that minimize the need for City inspections and enforcement.

Green Streets Policy - A second MS4 permit requirement that the City needs to adhere to is the implementation of a Green Streets Policy. The goals of the Green Streets Policy is (a) to limit the transport of pollutant to the storm drain system, (b) restore pre-development hydrology to the maximum extent practicable, and (c) provide environmentally enhanced right of ways.

The design and appearance of green street features vary. Design elements included but are not limited to landscaping, permeable pavements, bio-retention, and vegetated swales. The proposed resolution (Enclosure 3) establishes a Green Streets Policy and includes a guidance manual that is based on the United States Environmental Protection Agency's handbook (Managing Wet Weather with Green Infrastructure, Municipal Handbook). The guidance manual is drafted specifically for use in the City of Pico Rivera.



Ronald Bates

RRB:AC:JL:lg

Enc.

- 1) Ordinance- Low Impact Development
- 2) Low Impact Development Guidance Manual
- 3) Resolution - Green Streets Policy
- 4) Green Streets Guidance Manual

ORDINANCE NO. _____**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, AMENDING PICO RIVERA MUNICIPAL CODE CHAPTER 16.04, STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION**

WHEREAS, the City is authorized by Article XI, Section 5 and Section 7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity; and

WHEREAS, the City is a permittee under the California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175, issued on November 08, 2012 which establishes Waste Discharge Requirements for Municipal Separate Storm Sewer Systems (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those discharges originating from the City of Pico Rivera; and

WHEREAS, the MS4 Permit requires the adoption of an Low Impact Development (LID) ordinances; and

WHEREAS, City Staff, a technical consultant and the City attorney have reviewed the requirements and prepared the following recommended revisions to the Pico Rivera Municipal Code to bring it into conformance with the MS4 Permit

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 16.04 Storm Water and Urban Runoff Pollution Prevention of Title 16 (Environment) of the Pico Rivera Municipal Code is hereby repealed and replaced in entirety with the following text:

Chapter 16.04 STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION**16.04.010 Purpose and intent.**

The purpose of this chapter is to protect and improve water quality of receiving waters by:

1. Reducing illicit discharges to the municipal storm water system to the maximum extent practicable;
2. Eliminating illicit connections to the municipal storm water system;
3. Eliminating spillage, dumping, and disposal of pollutant materials into the municipal storm water system; and
4. Reducing pollutant loads in storm water and urban runoff, from land uses and activities identified in the municipal NPDES permit.
5. Reducing the contribution of pollutants to the MS4 through interagency coordination.

The provisions of this chapter are adopted pursuant to the Federal Water Pollution Control Act, also known as the "Clean Water Act," codified and amended at 33 U.S.C. 1251 et seq. The intent of this chapter is to enhance and protect the water quality of the receiving waters

of the United States in a manner that is consistent with the Clean Water Act and acts amendatory thereof or supplementary thereto; applicable implementing regulations; the Municipal NPDES permit, and any amendment, revision, or re-issuance thereof. (Ord. 989 § 1 (part), 2002)

16.04.020 Definitions.

For the purpose of the provisions of this chapter concerning water quality hereinafter set forth, the following words and phrases shall be construed to have the meanings set forth, unless it is apparent from the context that a different meaning is intended:

“Automotive Service Facility” means a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. For inspection purposes, Permittees need not inspect facilities with SIC codes 5013, 5014, 5511, 5541, 7532-7534, and 7536-7539 provided that these facilities have no outside activities or materials that may be exposed to storm water.

“Basin Plan” means the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments.

“Best management practices” or “BMPs” are practices, physical devices, or systems designed to prevent or reduce pollutant loading from storm water or non-storm water discharges to receiving waters, or designed to reduce the volume of storm water or non-storm water discharged to the receiving water.

“Clean Water Act” means the Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq.

“Commercial facility” means any development on private land that is not industrial or residential. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities; mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes, restaurants, automotive service facilities, automotive dealerships, and retail gasoline station outlets or any other definition provided in the municipal NPDES permit or Storm Water Quality Management Plan.

“Discharge” means any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid, or solid substance.

“Disturbed Area” means an area that is altered as a result of clearing, grading, and/or excavation.

“Executive officer” means executive officer of the California Regional Water Quality Control Board, Los Angeles.

“Illicit connection” means any man-made conveyance that is connected to the storm drain system without a permit, excluding roof drains and other similar type connections. Examples

include channels, pipelines, conduits, inlets, or outlets that are connected directly to the storm drain system.

“Illicit discharge” means any discharge into the MS4, or from the MS4 into a receiving water, that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes any non-storm water discharge, except authorized non-storm water discharges; conditionally exempt non-storm water discharges; and non-storm water discharges resulting from natural flows specifically identified in Part III.A.1.d.

“Industrial activity” means any of the ten classifications of industrial facilities specified in 40 Code of Federal Regulations § 122.26(b)(14), defined by Standard Industrial Classification (SIC) and which is required to obtain a NPDES permit, not including construction activities.

“Low Impact Development (LID)” consists of building and landscape features designed to retain or filter stormwater runoff.

“Maximum extent practicable” or “MEP” means the extent to which the City can reduce the discharge of pollutants in stormwater runoff. MEP requires selecting and implementing effective BMPs, and rejecting applicable BMPs only where: (i) other effective BMPs will serve the same purpose; (ii) the BMPs would not be technically feasible; or (iii) the cost would be prohibitive. Factors considered include, but are not limited to:

- (i) Effectiveness: Whether the BMP addresses a pollutant of concern
- (ii) Regulatory Compliance: Whether the BMP complies with storm water regulations, as well as other environmental regulations
- (iii) Public acceptance: Whether the BMP has public support
- (iv) Cost: Whether the cost of implementing the BMP has a reasonable relationship to the pollution control benefits achieved
- (v) Technical Feasibility: Whether the BMP is technically feasible, considering soils, geography, and water resources

“Municipal NPDES permit” means California Regional Water Quality Control Board, Los Angeles Region, Order No. R4-2012-0175, NPDES Permit No. CAS004001 Waste Discharge Requirements For Municipal Separate Storm Sewer System (MS4) Discharge Within the Coastal Watersheds of Los Angeles County, Except Those Discharges Originating From the City of Long Beach MS4, and any amendment thereto or re-issuance thereof.

“Municipal separate storm sewer system” (referred to herein as “MS4”), means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated

and approved management agency under section 208 of the CWA that discharges to waters of the United States;

- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a combined sewer; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR Section 122.2.(40 CFR Section 122.26(b)(8)).

“Non-storm water discharge” means any fluid discharge to the storm drain system and/or receiving waters that is not composed entirely of storm water but may not necessarily be an illicit discharge.

“NPDES” or “National Pollutant Discharge Elimination System” means the national permitting program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under Clean Water Act (CWA) §307, 402, 318, and 405. The term includes an "approved program."

Mandated by Congress under the Clean Water Act, the NPDES Stormwater Program is a comprehensive two-phased national program for addressing the non-agricultural sources of stormwater discharges which adversely affect the quality of our nation's waters. The program uses the National Pollutant Discharge Elimination System (NPDES) permitting mechanism to require the implementation of controls designed to prevent harmful pollutants from being washed by stormwater runoff into local water bodies.

“Outfall” means a point source as defined in the Code of Federal Regulations (CFR) at 40 CFR 122.2 at the point where a municipal separate storm sewer discharges to waters of the United States, and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels or other conveyances with connect segments of the same stream or other waters of the United Sates, and are used to convey waters of the United States (40 CFR Section 122.26(b)(9)) (Order No. R4-2012-0175).

“Owner” as applied to a building or real property, means any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or real property.

“Person” means, within the context of this chapter, any natural person, firm, association, organization, partnership, business trust, corporation, or company.

“Pollutant” or “Pollutants” means those "pollutants" defined in CWA §502(6) (33.U.S.C.§1362(6)), and incorporated by reference into California Water Code §13373, and may include, but is not limited to, garbage, debris, lawn clippings, leaves, fecal waste, biological waste, sediment, sludge, manure, fertilizers, pesticides, oil, grease, gasoline, paints, solvents, cleaners, and any fluid or solid containing toxic or non-toxic chemicals, metals, including batteries.

"Public works director" means the Director of Public Works of the City of Pico Rivera.

“Receiving waters” means rivers, lakes, oceans, or other bodies of water that receive runoff.

“Redevelopment” means land-disturbing activity that results in the creation, addition, or replacement of five thousand (5000) square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint, addition or replacement of a structure, replacement of impervious surface area that is not part of a routine maintenance activity, and land disturbing activities related to structural or impervious surfaces. Redevelopment does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

“Regional Board” means the appointed members of the California Regional Water Quality Control Board, Los Angeles Region.

“Restaurant” means a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC Code 5812).

“Retail Gasoline Outlet” means any facility engaged in selling gasoline and lubricating oils .

“Runoff” means any runoff including storm water and dry weather flows from a drainage area that reaches a receiving water body or subsurface. During dry weather it is typically comprised of base flow either contaminated with pollutants or uncontaminated, and nuisance flows.

“State Board” means the State Water Resources Control Board of the California Environmental Protection Agency (hereinafter “SWRCB”).

“Storm water runoff” means any surface water flow produced by rain or snow melt.

“Standard Urban storm water mitigation program” means the Los Angeles Countywide Storm Water Quality Management Program which includes descriptions of programs, collectively developed by the permittees in accordance with provisions of the NPDES permit, to comply with applicable federal and state law, as the same is amended from time to time. (Ord. 989 § 1 (part), 2002)

16.04.030 Illicit discharges, dumping, and non-storm water discharges.

A. No person shall cause or allow an illicit discharge to enter the municipal storm water system.

B. No person shall place, dump, dispose, litter, accumulate, maintain, discharge, or cause to enter into the MS4, any pollutant or any foreign object such as batteries, tires, waste receptacles, yard debris, refuse, rubbish, food waste, chemicals, animal waste or oil cans, which are also considered illicit discharges.

C. Any person causing an illicit discharge to the MS4 may be required to pay for the cost of clean-up and remediation.

D. Any owner of any private property from which a non-storm water discharge is observed may be required to pay for the cost of collecting and analyzing the discharge to determine if it is an illicit discharge.

E. Discharges identified in Part III.A of the 2012 NPDES MS4 permit are considered exempt or conditionally exempt illicit discharges.

16.04.040 Illicit connections.

A. No person shall maintain or intentionally use a connection that operates to convey an illicit discharge to the municipal storm water system.

B. Upon discovery of an illicit connection, the person owning or operating such connection shall either remove it or render it incapable of conveying an illicit discharge.

C. If any person fails to eliminate an illicit connection after being called upon by the city to do so, the city administrator or the Director of Public Works or his/her designee(s), shall impose appropriate measures to remove or disable the illicit connection and may recover the costs from the owner of such illicit connection. (Ord. 989 § 1 (part), 2002)

16.04.050 Reduction of pollutants in runoff.

No person shall cause, or threaten to cause, the discharge of pollutants to the MS4 by exposing such pollutants to storm water runoff. (Ord. 989 § 1 (part), 2002)

16.04.060 Control of pollutants from commercial facilities.

Subject commercial facilities shall implement BMPs prescribed by the Regional Board or its executive officer, through programs or actions made pursuant to the municipal NPDES permit, as called for more particularly in the city's storm water quality management program, or any revisions made thereto. (Ord. 989 § 1 (part), 2002)

16.04.070 Control of pollutants from industrial activities.

A. It shall be a violation of this chapter for any industry in the city that is subject to waste discharge requirements specified in the SWRCB Water Quality —Control Board's Industrial General Permit (IGP), or any revision or re-issuance thereof, to operate without a general industrial activities stormwater NPDES permit.

B. Industries that require a NPDES IGP permit shall retain on-site the following documents: (i) a copy of the notice of intent for general permit to discharge storm water associated with industrial activity; (ii) a waste discharge identification number issued by the SWRCB; and/or (iii) a storm water pollution prevention plan and monitoring program plan.; (4) any storm_ water quality data; and (5) evidence of facility self-inspection.

C. Any industry in the city requiring a NPDES IGP permit shall, upon reasonable request from a duly authorized officer of the Cty, provide any of the documents described in subsection B of this section. (Ord. 989 § 1 (part), 2002)

D. Industrial facilities not subject to the NPDES Industrial General permit that are subject to pollution control requirements under the municipal NPDES permit, shall implement BMPs prescribed by the Regional Board or its executive officer, through programs or actions made pursuant to the Municipal NPDES permit.

16.04.080 Control of pollutants from other industrial facilities.

Industrial facilities not subject to the general industrial activities storm water NPDES permit but subject to pollution control requirements under the municipal NPDES permit, shall implement BMPs prescribed by the regional board or its executive officer, through programs or actions made pursuant to the municipal NPDES permit. (Ord. 989 § 1 (part), 2002)

16.04.090 Control of pollutants from state permitted construction activities.

A. No person shall commence or continue any construction activity in the city that causes the disturbance of one acre or more of soil by clearing, grading, and excavating without demonstrating to the city that such person has obtained a NPDES Construction General Permit from the SWRCB. The NPDES Construction General Permit does not apply to the following construction activity:

- (1) Routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility;
- (2) Disturbances to land surfaces solely related to agricultural operations such as disking, harrowing, terracing and leveling, and soil preparation;
- (3) Construction activity covered by an individual NPDES Permit for storm water discharges;
- (4) Landfill construction activity that is subject to the Industrial General Permit; or
- (5) Construction activity that discharges to Combined Sewer Systems.

In the case of a public emergency that requires immediate construction activities, a discharger shall submit a brief description of the emergency construction activity within five days of the onset of construction, and then shall submit all PRDs within thirty days.

B. Any person engaged in a construction activity requiring a general construction activity storm water NPDES permit shall retain at the construction site the following documents: (i) a copy of the notice of intent to comply with terms of the general permit to discharge water associated with construction activity; (ii) a waste discharge identification number issued by the SWRCB; (iii) a storm water pollution prevention plan and monitoring program plan for the construction activity requiring the construction permit; and (iv) records of all inspections, compliance and non-compliance reports, evidence of self-inspection and good housekeeping practices.

C. Any person engaged in a construction activity in the city requiring an NPDES general construction storm water activity permit shall, upon reasonable request from a duly authorized officer of the city, provide any of the documents specified in subsection B of this section and shall retain said documents for at least three years after completion of construction. (Ord. 989 § 1 (part), 2002)

D. Construction activity not subject to the NPDES Industrial General permit that are subject to pollution control requirements under the Municipal NPDES Permit, shall implement BMP's prescribed by the Regional Board or its executive officer, through programs or actions made pursuant to the Municipal NPDES Permit.

16.04.100 Control of pollutants from other construction activities.

Any person engaged in a construction activity that is not subject to the general construction storm water activity NPDES permit, but is subject to the municipal NPDES permit, shall comply with all requirements specified in the storm water management quality program, including any revisions made thereto. (Ord. 989 § 1 (part), 2002)

16.04.110 Control of pollutants from new developments/redevelopment projects.

A. Standard Urban Storm Water Mitigation Program (SUSMP) - Subject new development and redevelopment projects are required to comply with SUSMP conditions assigned by the City that shall consist of: (1) low impact development ("LID") structural and non-structural best management practices ("BMPs"); (2) source control BMPs; and (3) structural and non-structural BMPs for specific types of uses. LID controls effectively reduce the amount of impervious area of a completed project site and promote the use of infiltration and other controls that reduce runoff. Source control BMPs prevent runoff contact with pollutant materials that would otherwise be discharged to the MS4. Specific structural controls are also required to address pollutant discharges from certain uses including but not limited to developments, retail gasoline outlets, automotive service facilities, restaurants, and industrial and commercial facilities where pollutant materials are disposed, stored, or handled.

B. Standard Urban Storm Water Mitigation Plan Review and Approval - An applicant for a subject new development or a redevelopment project shall incorporate into the applicant's project plans into a SUSMP plan subject to City review and approval.

C. California Environmental Quality Act ("CEQA") - Any project subject to CEQA review but is not specified in a redevelopment or development project category may be required to comply with any of the SUSMP requirements at the City's discretion.

D. Storm Water Management/Watershed Management Program - The City's stormwater management program ("SWMP") plan or watershed management program ("WMP") plan, whichever is in effect at the time of review, shall contain specific conditions and procedures for meeting Planning Land Development and SUSMP requirements. The program plans shall contain guidance documents to facilitate compliance including but not limited to an updated SUSMP guidance manual, a Low Impact Development (LID) Guidance Manual, and Green Street Manual referencing the USEPA's guidance regarding Managing Wet Weather with Green Infrastructure Manual.

E. Certificate of Occupancy - As a condition for issuing a Certificate of Occupancy for new development or redevelopment project, the authorized enforcement officer shall require facility operators and/or owners to build all the storm water pollution control Best Management Practices and structural or treatment control BMPs that are shown on the approved project plans and to submit a signed certification statement stating that the site and all structural or treatment control BMPs will be maintained in compliance with the SUSMP and other applicable regulatory requirements.

F. Transfer of Properties- The transfer or lease of a property subject to a requirement for maintenance of structural and treatment control BMPs shall include conditions requiring the transferee and its successors and assigns to either: (i) assume responsibility for maintenance of any existing structural or treatment control BMP, or (ii) to replace existing structural or treatment control BMPs with new control measures or BMPs meeting the then current standards of the City and the SUSMP. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all structural or treatment control BMPs at least once a year and retain proof of inspection.

1. For residential properties where the structural or treatment control BMPs are located within a common area which will be maintained by a homeowner's association, language regarding the responsibility for maintenance shall be included in the project's conditions, covenants and restrictions (CC&Rs). Printed educational material will be required to accompany the first deed transfer to highlight the existence of the requirement and to provide information on what storm water management facilities are present, signs that maintenance is needed, and how the necessary maintenance can be performed. The transfer of this information shall also be required with any subsequent sale of the property.

2. If structural or treatment control BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

16.04.120 Enforcement—Authority.

A. The Director of Public Works, the City Engineer, and duly authorized representatives thereof, are hereby authorized and directed to enforce all provisions of this chapter.

B. Nothing in this chapter precludes a local authority from using regular full-time employees to enforce this chapter. This authority shall be in addition to the authority granted to police and code enforcement officers.

C. Fees to be charged for plan checking, inspection, enforcement and any other activities carried out by the city shall be specified by resolution of the city council. (Ord. 989 § 1 (part), 2002)

16.04.130 Enforcement—Right of entry and inspection.

A. The Director of Public Works, City Engineer, or duly authorized designee thereof, may, on twenty-four hours' oral or written notice, unless exigent circumstances justify a shorter time period, enter upon and inspect any private premises for the purposes of verifying compliance with the terms of this chapter and perform any duty imposed upon the officer by this chapter, provided that:

1. If such building or premises is occupied, he or she shall first present proper credentials and request entry.

2. If such building or premises is unoccupied, he or she shall first make a reasonable effort to locate the owner or occupant of the building or premises and request entry. In the event

that a request for entry is refused, the officer is hereby empowered to seek assistance from any court of competent jurisdiction in obtaining such entry.

B. Such inspection may include, but is not limited to:

1. Identifying products produced, processes conducted, chemicals and materials used, stored or maintained on the subject premises;

2. Identifying points of discharge of all waste water, non-stormwater, processed water system and pollutants;

3. Investigating the natural slope of the premises, including drainage patterns and man-made conveyance systems;

4. Establishing location of all points of discharge from the premises, whether by surface runoff or through a storm drain system;

5. Locating any illicit connection or illicit discharge;

6. Inspecting a vehicle, truck, trailer, tank or other mobile equipment;

7. Inspecting all records of the owner or occupant of public or private property relating to chemicals or processes presently or previously stored or occurring on the property, including material and/or chemical inventories, facilities maps or schematics and diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, pollution prevention plans, state general permits, storm water pollution prevention plans, state general permits, storm water pollution prevention plans, and any and all records relating to illicit connections, illicit discharges, or any other source of contribution or potential contribution of pollutants to the municipal storm drain system;

8. Inspecting, sampling and testing any area runoff, soils area (including groundwater testing), process discharge, materials with any waste storage area (including any container contents), and/or treatment system discharges for the purpose of determining the potential for contribution of pollutants to the municipal storm drain system;

9. Inspecting the integrity of all storm drain and sanitary sewer systems any connection to other pipelines on the property, including the use of dye and smoke tests, video surveys, photographs or videotapes, and the taking of measurements, drawings, or any other records reasonably necessary to document conditions as they exist on the premises;

10. Installing and maintaining of monitoring devices for the purpose of measuring any discharge or potential source of discharge to the municipal storm drain system; or

11. Evaluating compliance with this chapter or the Clean Water Act. (Ord. 989 § 1 (part), 2002)

16.04.140 Enforcement—Violations and penalties.

A. The Director of Public Works, City Engineer, or duly authorized representatives may serve notice of violation upon a person owning or occupying a premises, describing the violations and requiring prompt correction thereof, when:

1. Pollutants or potential pollutants are being maintained, discharged or deposited in such a manner as to create, or if allowed to continue will create, any one or more of the following conditions: (a) a public nuisance, (b) a menace to the public safety, (c) pollution of underground or surface waters, (d) damage to any public sewer, municipal storm sewer system, or public or private property.

2. The person has failed to respond or comply with a previous notice of violation within the time period specified in the notice.

B. Failure to comply with a duly served notice of violation shall constitute a willful violation of this chapter.

C. The City Manager, Director of Public Works, or duly authorized representatives may serve a cease and desist order upon a person owning or occupying a premises, requiring the person to immediately:

1. Discontinue any illicit discharge, including process water, wastewater or pollutant discharge to the MS4;

2. Block or divert any flow of water from the property, where the flow is occurring in violation of any provision of this chapter; and

3. Discontinue any other violation of this chapter.

The cease and desist order may contain terms and conditions or other provisions to ensure compliance with this chapter.

D. Any person violating any provision of this chapter is guilty of a misdemeanor, and upon conviction is punishable by fine not exceeding one thousand dollars or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment. As a part of any sentence or other penalty imposed, or the award of any damage, the court may also order that restitution be paid to the city or any injured person, or, in the case of a violator who is a minor, by the minor's parent or lawfully designated guardian or custodian. Restitution may include the amount of any reward.

E. The City Attorney is also authorized to file in a court of competent jurisdiction a civil action seeking an injunction against any violation or threatened or continuing violation of this chapter. Any temporary, preliminary or permanent injunction issued pursuant hereto may include an order for reimbursement to the city for all costs incurred in enforcing this chapter, including costs of inspection, investigation, monitoring, treatment, abatement, removal or remediation undertaken by or at the expense of the city, and may include all legal expenses and fees and any or all costs incurred relating to the restoration or remediation of the environment.

F. Each separate discharge in violation of this chapter and each day a violation described in this chapter exists, without correction, shall constitute a new and separate violation punishable as a separate criminal offense and/or civil violation.

G. Any person who violates any provision of this chapter, any provision of any permit issued pursuant to this chapter, or who discharges waste or wastewater which causes pollution, or who violates any cease and desist order, prohibition, or effluent limitation, also may be in violation of the Federal Clean Water Act and/or Porter-Cologne Act and may be subject to the sanctions of those acts, including civil and criminal penalties. In addition, the City Attorney is authorized to file a citizen's suit pursuant to the Clean Water Act, seeking penalties, damages and orders compelling compliance and appropriate relief.

H. The penalties and remedies established by this chapter shall be cumulative.

I. Any person violating the provisions of this chapter shall reimburse the city for any and all costs incurred by the city in responding to, investigating, assessing, monitoring, treating, cleaning, removing, or remediating any illicit discharge or pollutant from the municipal storm drain system; rectifying any illicit connection; or remediating any violation of this chapter. Such costs to be paid to the City include all administrative expenses and all legal expenses, including costs and attorneys' fees, in obtaining compliance, and in litigation including all costs and attorneys' fees on any appeal. The costs to be recovered pursuant to this section shall be recoverable from any and all persons violating this chapter.

J. The City shall have full power and authority to take any necessary precautions including, but not limited to, decontamination, storm drain closure, packaging, diking, and

transportation of materials, in order to protect life, protect property, or prevent an imminent hazard to the public's health, safety or welfare. In the event any violation of this chapter constitutes an imminent danger to public health, safety, or the environment, the Director of Public Works, City Engineer or any authorized agent thereof, may enter upon the premises from which the violation emanates, abate the violation and danger created to the public safety or the environment, and restore any premises affected by the alleged violation, without notice to or consent from the owner or occupant of the premises. An imminent danger shall include, but is not limited to, exigent circumstances created by the discharge of pollutants, where such discharge presents a significant and immediate threat to the public health or safety, or the environment.

K. Notwithstanding any other provisions herein, violations of this chapter may further be deemed to be a public nuisance, which may be abated by administrative or civil or criminal action in accordance with the terms and provisions of this code and state law. All costs and fees incurred by the city as a result of any violation of this chapter which constitute a nuisance, including all administrative fees and expenses and legal fees and expenses, shall become a lien against the subject premises from which the nuisance emanated and a personal obligation against the owner, in accordance with Government Code Sections 38773.1 and 38773.5. The owner of record of the premises subject to any lien shall receive notice of the lien prior to recording, as required by Government Code Section 38773.1. The City Attorney is authorized to collect nuisance abatement costs and enforce a nuisance lien in an action brought for money judgment, or by delivery to the county assessor of a special assessment against the premises in accordance with the conditions and requirements of Government Code Section 38773.5.

L. Any remedies provided to the City in this chapter are not exclusive, and the City may utilize any and all other remedies as otherwise provided by law.

M. Compliance by any person or entity with the provisions of this chapter shall not relieve any such person or entity from complying with other applicable local, state or federal statutory or regulatory requirements. (Ord. 989 § 1 (part), 2002)

SECTION 2. Any provision of the City of Pico Rivera Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Pico Rivera hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 4. 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 Ordinance official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2014.

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF PICO RIVERA

I, _____, City Clerk of the City of Pico Rivera, California, hereby certify that Ordinance No. _____ was introduced at a regular meeting of the City Council of the City of Pico Rivera held on the _____ of _____ 2014, and thereafter was adopted by the City Council at a regular meeting held on the _____ of _____, 2014, and that the same was adopted by the following roll call vote:

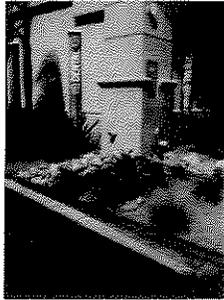
AYES:

NOES:

ABSENT:

ABSTAIN:

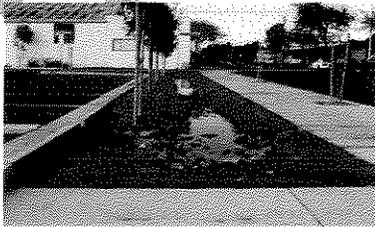
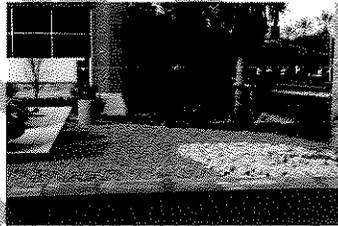
CITY CLERK



City of Pico Rivera

Low Impact Development

Guidance Manual



DRAFT

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DRAFT

SECTION 1 – INTRODUCTION

1.1 WHAT IS LID?

LID, or Low Impact Development, is a stormwater management strategy that emphasizes conservation and the use of existing natural site features integrated with distributed, small-scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial, and industrial settings.

1.2 WHY IS LID BEING REQUIRED?

The urbanization of Southern California has disrupted the natural flow of stormwater runoff. Rain falling on roofs now flows into metal or plastic downspouts, then to concrete curbs and gutters along asphalt roads, then to concrete storm drains, then to concrete river channels, and then finally into estuaries and the Pacific Ocean.

You can see the problem; rainwater no longer comes into contact with dirt and vegetation. Any pollutants (heavy metals, bacteria, nutrients, pesticides) that would have previously been naturally degraded, are now flowing straight out to environmentally sensitive areas.

LID is a new design strategy that corrects this problem. There are many highly technical manuals for designing LID systems, some of which are listed in Section 4 herein. The purpose of this guidance manual is to simplify your design.

Typical LID systems include:

- Flow-Through Planter Boxes
- Vegetative Swales
- Rain Gardens
- “Hollywood” Driveways
- Bottomless Trenches

In addition to the LID systems listed above, there are many other acceptable systems such as capture and re-use (cisterns/ rain barrels), green roofs, pervious pavement/pavers, turf block, etc. However, the design, installation, and subsequent operation and maintenance of these systems can be complex and should be carefully evaluated prior to being proposed. When using these other systems, a published design standard shall be followed.

1.3 PROJECT APPLICABILITY

Step 1: Project Categories.

The first step in LID design is to determine which applicability the project fits into.

~~Applicability 1.~~ Applicability 1. The project is subject to the provision of the Municipal Separate Storm Sewer System permit (MS4) issued by the California Regional Water Quality Control Board. These projects typically include but are not limited to (Permit Section VID. 7.b.i):

All development projects equal to 1 acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area;

New industrial parks of 10,000 square feet or more of surface area;

New commercial malls of 10,000 square feet or more of surface area;

New retail gasoline outlets of 5,000 square feet or more of surface area;

New restaurants (Standard Industrial Classification (SIC) 5812) of 5,000 square feet or more of surface area;

New parking lots of 5,000 square feet or more of impervious surface area or with 25 or more parking spaces;

Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area.

Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the development will:

- i. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
- ii. Create 2,500 square feet or more of impervious surface area.

Single-family hillside homes

Redevelopment projects with land-disturbing activities of 5,000 square feet or more of impervious surfaces of existing projects meeting the Regional Board's applicability criteria.

~~Applicability 1.~~ Applicability 2. ~~The redevelopment project that will disturb less than 5000 square feet of soil.~~

The project is exempt from LID requirements. (Permit Section VID. 7 b.ii.1.a).

~~Applicability 2.~~ Applicability 3. ~~The project is residential, and will disturb create, add or replace more than 10,000 square feet of soil. (Permit Section VID. 7 b.ii.1.c.ii).~~

The project falls under the Residential-LID Applicability. (Permit Section VID. 7 b.ii.1.c.ii).

~~Applicability 3.~~ Applicability 4. ~~The project will involve development, redevelopment, or is at a commercial or industrial site. It will disturb more than 5000 square feet of soil.~~

Comment [GD1]: Ray requested this to be deleted. I would like to keep it because this entire section is referenced in the Permit.

LID Small Site Technical Guidance Manual

The project falls under the Commercial/Industrial LID Applicability (Permit Section VID. 7 b.ii.1.a).

Step 2: LID Design Requirements.

For Residential LID Projects (Applicability 3 above)

- A Residential LID Project must incorporate one or more LID system(s) in the project design. The system(s) must be shown on the plans submitted to the City.
- Include the following statement:

"As the engineer/architect of record for this project, I have designed the LID system in accordance with the design criteria of the City of Pico Rivera's City Engineer or designate." LID Guidance Manual."
- The project engineer/architect must make sure the safety and soil stability of the LID system is carefully evaluated prior to its inclusion in the design.
- Language describing maintenance activities and indicating the responsible party for such activities (including signature) must be located on the document(s) submitted to the City.
- If water is flowing to the LID system from areas outside the project area, the LID system must be designed accordingly to treat all tributary areas. In instances where a project cannot treat the runoff from the development area, an equivalent area may be treated as an alternative.
- Calculations must be included on the plans showing the LID system is adequately sized. For Residential LID Projects, the BMP(s) size must be 4% of the tributary area.

For Commercial/Industrial LID Projects (Applicability 4 above)

- A Commercial/Industrial LID Project must incorporate one or more LID system(s) in the project design. The system(s) must be shown on the plans submitted to the City.
- Include the following statement:

"As the engineer/architect of record for this project, I have designed the LID system in accordance with the design criteria of the City Pico Rivera's City Engineer or designate—LID Guidance Manual."
- The project engineer/architect must make sure the safety and soil stability of the LID system is carefully evaluated prior to its inclusion in the design.
- Language describing maintenance activities and indicating the responsible party for such activities (including signature) must be located on the document(s) submitted to the City.
- Where redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, the entire project must be mitigated.
- Where redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements, only the alteration must be mitigated, and not the entire development.

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- If water is flowing to the LID system from areas outside the project area, the LID system must be designed accordingly to treat all tributary areas. In instances where a project cannot treat the runoff from the development area, an equivalent area may be treated as an alternative.
- Calculations must be included on the plans showing the LID system is adequately sized. A calculation template is shown on the following specification pages. For Commercial/Industrial LID Projects, the BMP(s) must be sized to treat the entire design capture volume (DCV).

Comment [GD3]: This is from the permit

Step 3: Plan development and submittal.

The LID system(s) design and location must be shown on the plans and submitted to the City. The Standard Plans are available (yet not required) for guidance.

1.4 LID EXEMPTIONS

Exemptions from LID Requirements. LID requirements do not apply to any of the following:

1. A development that only creates, adds or replaces less than 5,000 square feet of impervious area;
- ~~1-2. Existing single-family dwelling and accessory structures are exempt from unless such projects create, add or replace 10,000 of impervious surface area;~~
- ~~2-3. A development involving only emergency construction activity required to immediately protect public health and safety;~~
- ~~3-4. Infrastructure projects within the public right-of-way,~~
- ~~4-5. A development or Redevelopment redevelopment involving activity only related to gas, water, sewer, cable, or electricity services on private property;~~
- ~~5-6. A development involving only resurfacing and/or re-striping of permitted parking lots, where the original line and grade, hydraulic capacity, and original purpose of the facility is maintained;~~
- ~~6-7. A project involving only exterior movie or television production sets, or facades on an existing developed site;~~
- ~~7-8. A project not requiring a City building, grading, demolition or other permit for construction activity.~~

Comment [GD4]: Noted

Comment [TC5]: I recommend against using upper case/sentence case, denoting a special term, unless we are going to treat it as a special term and define "Redevelopment."

SECTION 2 – COMMONLY ASKED QUESTIONS

1. I am adding a second story to my house. The existing footprint will remain unchanged. Does LID apply?

No, LID is required only where 5000 square feet of soil is being disturbed by a redevelopment. Existing single family dwelling and accessory structures are exempt unless such project creates, add or replaces 10,000 square feet of impervious area.

2. I will be adding a new 500 square foot room that will replace some of my backyard. Does LID apply?

No, you've not crossed the 10,000 square foot threshold for single-family dwelling.

3. I will be building a new addition that will be over 5000 square feet, but I can't fit an LID system into the new addition. Can I create a LID system for an equivalent area of the existing building?

Yes, you can create an LID system for an equivalent area of the existing building.

4. I own a business. There is concrete and asphalt all around. Will LID be required if infeasible?

A waiver for technical infeasibility may be issued by the Director; however, in this situation it is unlikely to be granted. Generally, there is always a way to implement LID requirements.

5. How big do I have to design the LID systems?

On the following pages are design criteria. Generally, you have to design the system(s) large enough to treat the first ¼ inches of runoff from a storm.

6. I am removing a 5000 square foot concrete pad that is in need of repair and replacing it with an identical new concrete pad. Does LID apply?

No, if the reconstruction of the concrete pad would not result in additional area of soil disturbance and maintains the original grade alignment, this would be considered routine maintenance. However, if the construction did result in additional soil disturbance, a LID system would be required.

7. I am installing new interior electrical and new plumbing, and will have more than 5000 square feet of disturbed soil. When the project is finished, the trenches will be patched to match the existing surrounding surfaces. The existing building will be unchanged. Will LID apply?

No, utility projects are exempt from LID requirements. See Section 1.4 of this document.

8. My project does not require any permits from the City. Does LID apply?

No, only projects requiring City permits need to comply with LID.

9. If, at some time in the future, I want to change the design of the LID system, can I?

Yes, only with Planning Department approval.

Comment [TC6]: Section 1.4, Item 5 mentions water. Does the reference to water encompass "plumbing"? (Potable water in, wastewater out?)

Comment [GD7]: I added the word sewer to cover wet and dry utilities

SECTION 3 – DESIGN GUIDELINES AND SPECIFICATIONS

3.1 DESIGN CAPTURE VOLUME

The Design Capture Volume (DCV) is required to design the flow through planter box, vegetated swale, rain garden, and any other volume-based LID system.

DCV Equation:

$$DCV (ft^3) = C \times d \times A \times 43,560 \times \frac{1}{12}$$

With:

$$C = (0.75 \times \text{Impervious Area}) + 0.15$$

d = Design Storm Depth (assume 0.75 inches unless otherwise known)

A = Tributary Area

Below you will find guidelines that must be followed when designing LID for your project. Standard drawings for each LID are included for reference.

DRAFT

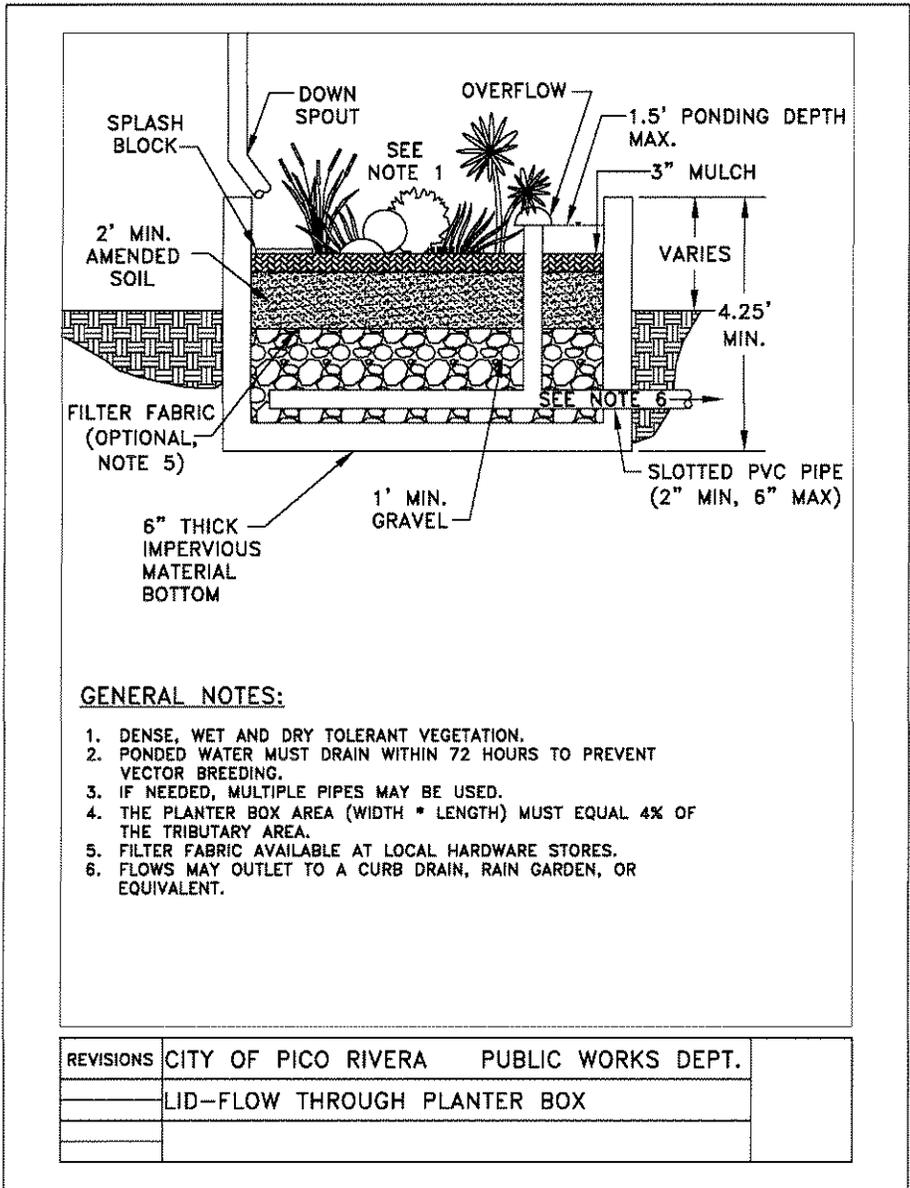
3.2 FLOW-THROUGH PLANTER BOX



Figure 1: Flow-through planter box (<http://lateameffort.blogspot.com>).

Design criteria for a flow-through planter box include the following:

- Design drawdown time = 48 hours (surface); 72 hours (total) to prevent vector breeding
- Factor of safety = 2
- Maximum ponding depth = 18 inches
- Soil depth = 2 feet (3 feet preferred)
- Slotted PVC pipe (2-inch minimum diameter) to be placed within 6 inches of bottom of facility
- The area (width * length) must equal 4% of the tributary area
- Flows may outlet to a curb drain, rain garden, or equivalent
- Cover must be dense, wet, and dry tolerant vegetation



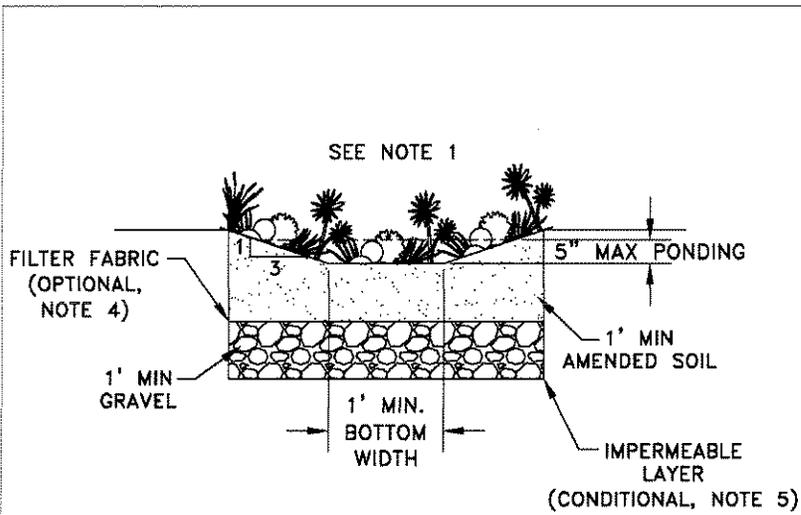
3.3 VEGETATED SWALE



Figure 2: Vegetated Swale (Signal Hill, CA).

Design criteria for a vegetated swale include the following:

- Design flow velocity ≤ 1 ft/sec.
- Side slopes shall not exceed 3:1 (H:V)
- Slope in flow direction 1% (min) to 6% (max)
- Minimum bottom width = 1 foot
- Minimum swale length = 15 feet
- Maximum ponding depth = 5 feet
- Soil depth = 2 feet minimum
- Design drawdown time = 48 hours (surface); 72 hours (total) to prevent vector breeding
- The area (width * length) must equal 4% of the tributary area
- Cover must be dense, wet, and dry tolerant vegetation



GENERAL NOTES:

1. DENSE, WET AND DRY TOLERANT VEGETATION.
2. PONDED WATER MUST DRAIN WITHIN 72 HOURS TO PREVENT VECTOR BREEDING.
3. THE BOTTOM AREA (WIDTH * LENGTH) MUST EQUAL 4% OF THE TRIBUTARY AREA.
4. FILTER FABRIC AVAILABLE AT LOCAL HARDWARE STORES.
5. AN IMPERMEABLE LAYER MUST BE USED IF GROUNDWATER IS LESS THAN 10 FEET FROM THE BOTTOM OF THE GRAVEL LAYER.

	CITY OF PICO RIVERA	PUBLIC WORKS DEPT.
	LID-VEGETATED SWALE	

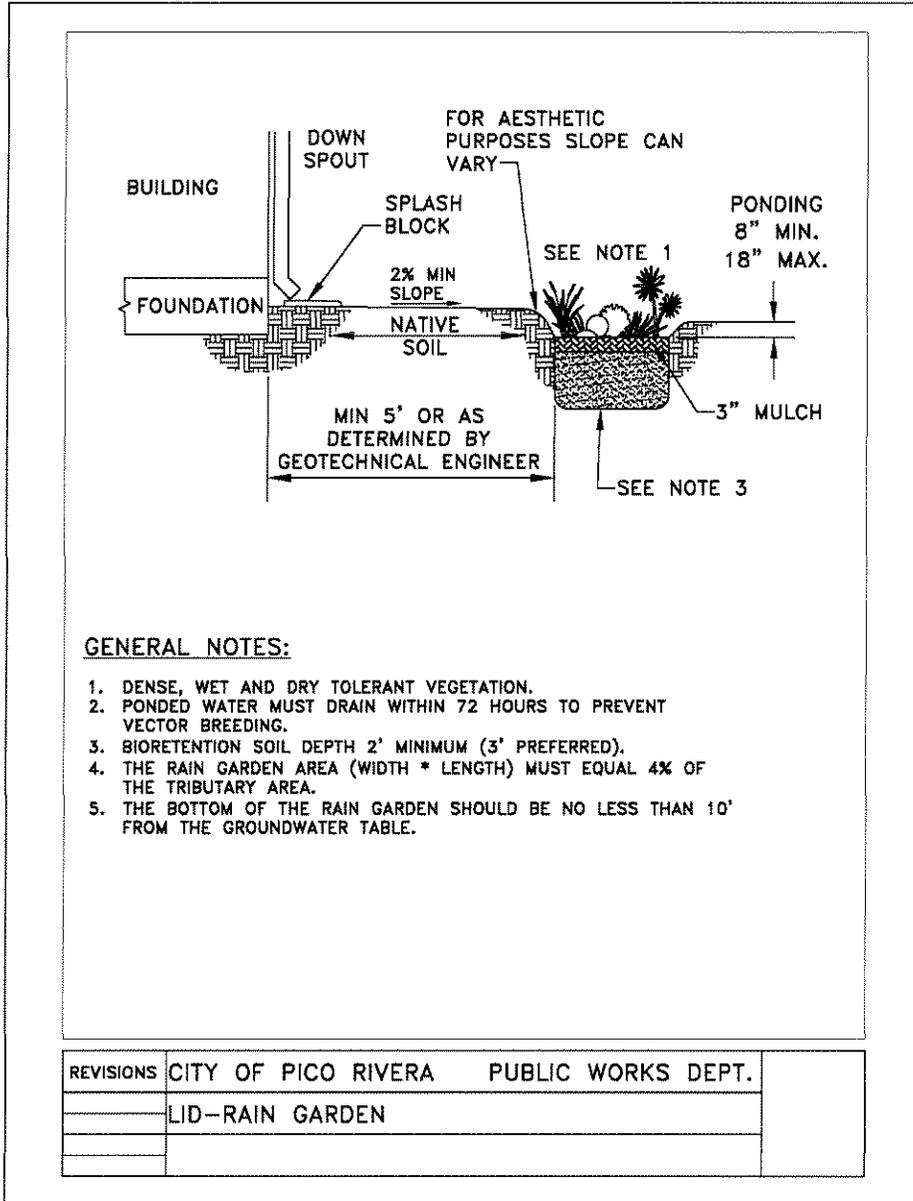
3.4 RAIN GARDEN



Figure 3: Rain Garden (<http://www.prairiefirenewspaper.com/2009/04/rain-gardens>).

Design criteria for a rain garden include the following:

- Design drawdown time = 48 hours (surface); 72 hours (total) to prevent vector breeding
- Factor of safety = 2
- Maximum ponding depth = 18 inches
- Minimum ponding depth = 8 inches
- Soil depth = 2 feet minimum (3 feet preferred)
- If downspout is directed to rain garden, slope must be 2% minimum
- Cover must be dense, wet, and dry tolerant vegetation
- The bottom of the rain garden should be no less than 10 feet from the groundwater table



3.5 "HOLLYWOOD" DRIVEWAY

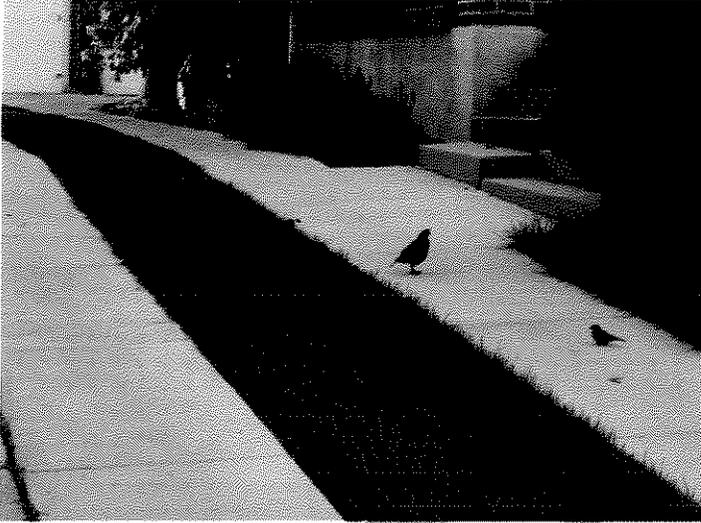
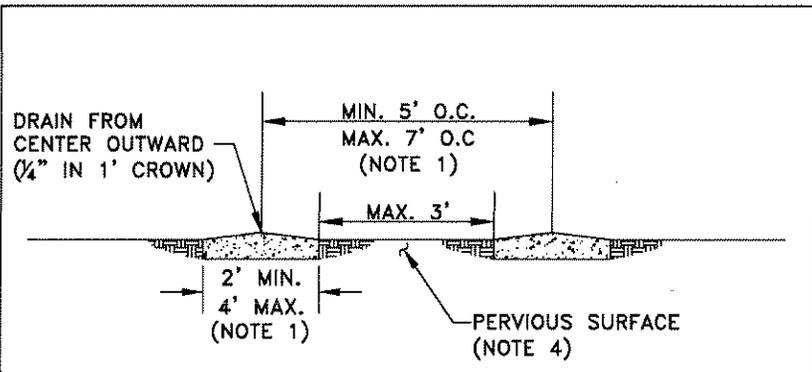


Figure 4: "Hollywood Driveway" (<http://www.apartmenttherapy.com>).

Design criteria for a "Hollywood" Driveway include the following:

- Recommended spacing between ribbons is 5 to 7 feet (may vary depending on expected traffic)
- Ribbon width = 2 feet minimum
- Ribbon thickness = 6 inches minimum (with mesh or rebar)
- Ribbons should drain outward from the center of crown
- Center strip should include an irrigation line



GENERAL NOTES:

1. MAXIMUM WIDTH AND SPACING ARE RECOMMENDED AND MAY VARY DEPENDING ON EXPECTED TRAFFIC.
2. DRIVEWAY RIBBONS SHOULD BE AT LEAST 2 FEET IN WIDTH.
3. DRIVEWAY RIBBONS SHOULD BE AT LEAST 6 INCHES THICK WITH MESH OR REBAR.
4. PERVIOUS SURFACE INCLUDES; VEGETATION (GRASS), WIDELY SPACED INTERLOCKING PAVERS, AND GRAVEL.
5. DRIVEWAY RIBBONS SHALL BE CONCRETE, TRAFFIC RATED PAVERS, BRICK, OR EQUIVALENT MATERIAL.

REVISIONS	CITY OF PICO RIVERA	PUBLIC WORKS DEPT.
	LID—"HOLLYWOOD" DRIVEWAY	

3.6 BOTTOMLESS TRENCH

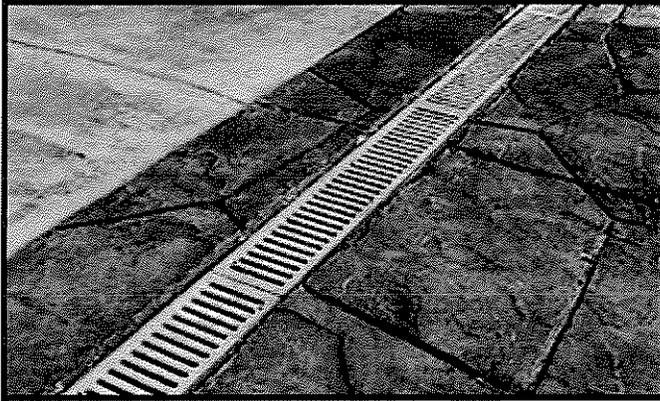
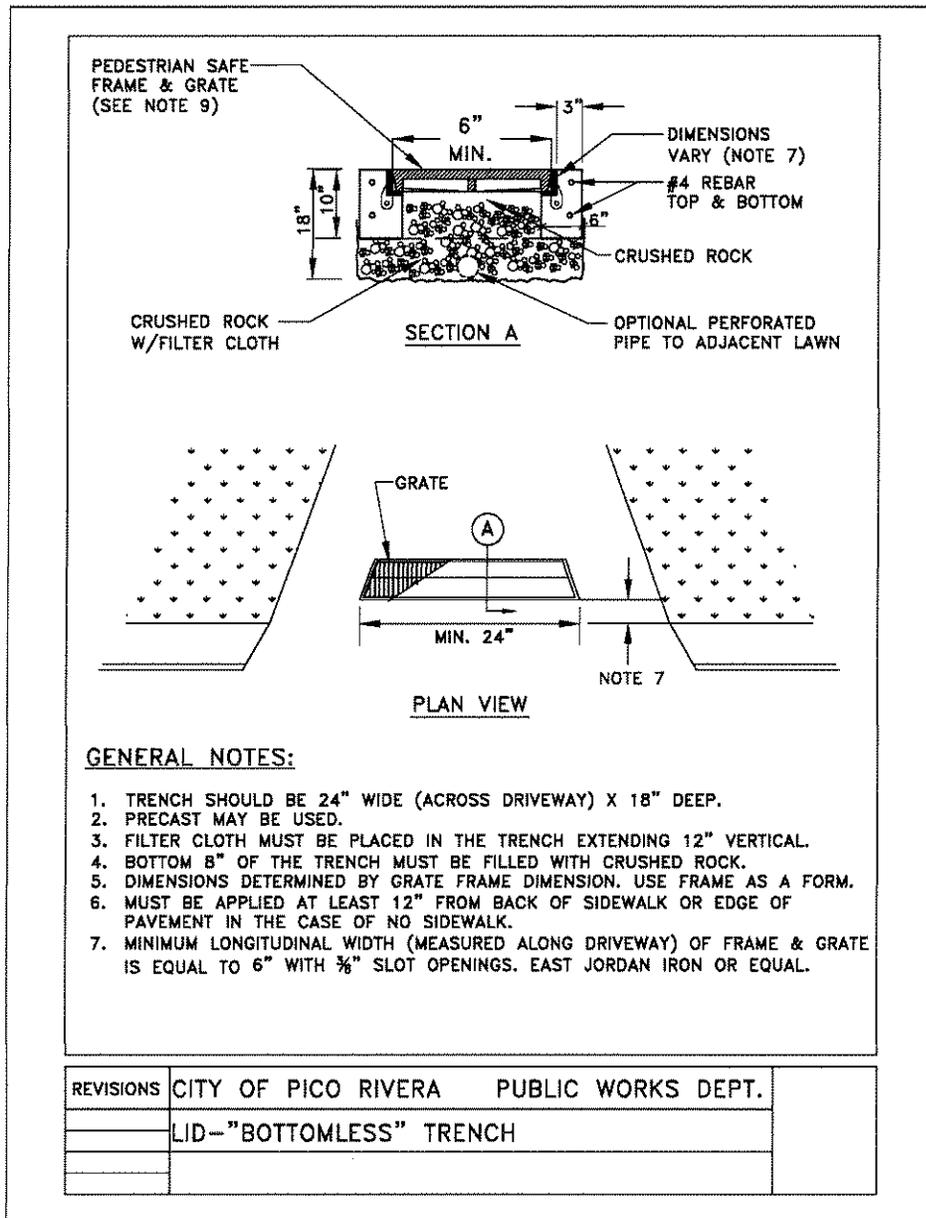


Figure 5: Bottomless trench (<http://cmgsprinklersanddrains.blogspot.com/>).

Design criteria for a Bottomless Trench include the following:

- Trench width = 24 inches (across driveway)
- Trench depth = 18 inches
- Bottom 8 inches of the trench must be filled with crushed rock
- Trench must be at least 12 inches from back of sidewalk (or edge of pavement in the case of no sidewalk)
- Longitudinal width = 6 inches (along driveway)
- Frame and grate must be pedestrian safe



SECTION 4 – REFERENCES

The Los Angeles County Low Impact Development Standards Manual at:

http://dpw.lacounty.gov/wmd/dsp_LowImpactDevelopment.cfm

The City of Los Angeles Low Impact Development Best Management Practices Handbook at:

<http://lacitysan.org/wpd/Websiteorg/program/LID/lidintro.htm>

Please note that the City of Pico Rivera's LID Sanitary Sewers and Industrial Waste ordinance takes precedent in the event of any inconsistencies with any outside references.

DRAFT

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PICO RIVERA, CALIFORNIA, APPROVING
A GREEN STREETS POLICY**

WHEREAS, on November 8, 2012, the California Regional Water Quality Control Board, Los Angeles Region (hereinafter “Regional Board”) adopted Order No. R4-2012-0175, NPDES Permit No. CAS 004001, the Municipal Separate Storm Sewer Permit for Los Angeles County (hereinafter “MS4 Permit”); and

WHEREAS, among other things, the MS4 Permit requires the City of Pico Rivera (hereinafter “City”) and other subject MS4 permittees to establish a “Green Streets” policy to reduce stormwater runoff discharges from municipal and private streets to receiving waters; and

WHEREAS, by this resolution, the City intends to implement a Green Streets program in accordance with USEPA and other applicable guidelines through: (1) the Planning and Land Development/Standard Urban Stormwater Mitigation Plan (SUSMP) program that will require Low Impact Development (LID) controls for private developments that call for the construction of new streets 10,000 square feet or more; and (2) its public agency program for public street projects that exceed this threshold; and

WHEREAS, Green Street LID techniques shall be incorporated into the City’s Planning and Land Use Development/SUSMP program and triggered by: 1) residential, commercial, or industrial developments that include streets 10,000 square feet or more in area; or 2) street and road redevelopment resulting in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already redeveloped site; and

WHEREAS, Green Street LID techniques shall also apply to the construction of any new public street or roadway, as a capital improvement project, triggered by the 10,000 square foot threshold, and

WHEREAS, the City’s selection of LID techniques shall generally include but not be limited to bio-swales, bio-retention curb extensions and sidewalk planters, and permeable unit pavers—the selection of which shall depend on project location, soil conditions, average daily traffic, and cost;

WHEREAS, green controls for streets and roadways shall be designed to infiltrate, or treat if infiltration is infeasible, reduce the volume of runoff resulting from a 85th percentile 24 hour storm event, to the maximum extent practicable.

**NOW, THEREFORE, THE CITY COUNCIL OF PICO RIVERA DOES HEREBY
RESOLVE THE FOLLOWING:**

SECTION 1. Direct the Director of Public Works to implement Green Street for publicly owned street and road projects that add 10,000 square feet or more of impervious area following the USEPA’s Wet Weather With Green Infrastructure guidance (December 2008 EPA- F-08-009) and City of Pico Rivera Green Street Manual to the maximum extent practicable.

SECTION 2. Directs the Director of Public Works to implement Green Streets for transportation corridors as described in the City of Pico Rivera's Green Streets Manual.

SECTION 3. Routine maintenance including, but not limited to, slurry seals, grind and overlay, chip seal, and reconstruction to maintain original line grade are exempt from the Green Streets Policy.

SECTION 4. The Director of Public Works is authorized to modify the City of Pico Rivera's Green Streets Manual from time to time to maintain consistency with the most current MS4 permit.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution and hereafter the same shall be in full force and effect.

APPROVED AND ADOPTED this ____ day of _____, 2014.

Brent A. Tercero, Mayor

ATTEST:

Anna M. Jerome, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

AYES:
NOES:
ABSENT:
ABSTAIN:

City of Pico Rivera

Green Streets Manual

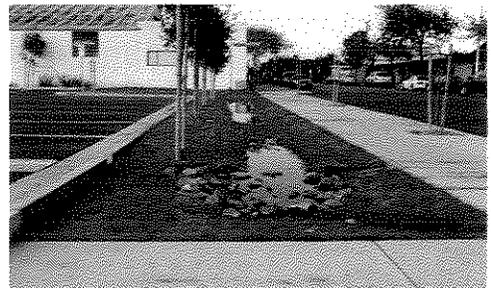


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SECTION 1 – INTRODUCTION

1.1 WHAT ARE GREEN STREETS?

Roads present many opportunities for green infrastructure application. One principle of green infrastructure involves reducing and treating stormwater close to its source. Urban transportation right-of-ways integrated with green techniques are often called “green streets.” Green streets provide source controls for stormwater runoff and pollutant loads. In addition, green infrastructure approaches complement street facility upgrades, street aesthetic improvements, and urban tree canopy efforts that also make use of the right-of-way and allow it to achieve multiple goals and benefits. Using the right-of-way for treatment of stormwater runoff links green with grey infrastructure by making use of the engineered conveyance of roads and providing connections to conveyance systems when needed.

Green streets are beneficial for new road construction and retrofits. They can provide substantial economic benefits when used in transportation applications. Coordinating green infrastructure installation with broader transportation improvements can reduce the cost of stormwater management by including it within larger infrastructure improvements. A large municipal concern regarding green infrastructure use is maintenance access; using roads and right-of-ways as locations for green infrastructure not only addresses a significant pollutant source, but also alleviates access and maintenance concerns by using public space. Also, right-of-way installations allow for easy public maintenance.

Green streets can incorporate a wide variety of design elements including street trees, permeable pavements, bioretention, and swales. Although the design and appearance of green streets will vary, the functional goals are the same; provide source control of stormwater, limit its transport and pollutant conveyance to the collection system, restore pre-development hydrology to the maximum extent practicable, and provide environmentally enhanced roads. Successful application of green techniques will encourage soil and vegetation contact and infiltration and retention of stormwater.

1.2 WHY ARE GREEN STREETS BEING REQUIRED?

This Green Streets Manual provides guidance to comply with the MS4 Permit (Order Number R4-2012-0175) which requires that jurisdictions in Los Angeles County reduce contaminants in runoff to improve water quality in waterways. These requirements stem from the National Pollutant Discharge Elimination System (NPDES) requirements of the Clean Water Act (CWA).

The MS4 Permit requires Green Streets strategies to be implemented for transportation corridors. Transportation corridors represent a large percentage of the impervious area within Los Angeles and therefore generate a substantial amount of runoff from storm events. The altered flow regime from traditional roadways, increased runoff volume, and high runoff peak flows, are damaging to the environment and a risk to property downstream.

Traditionally, street design has focused on removing water from the street as quickly as possible and transferring it to storm drains, channels, and water bodies. Stormwater runoff can contain bacteria and other pollutants, and is thereby regulated at the state and local level (refer to *Table 1* for a list of pollutants typical of roads). Green Streets will help to transform the design of streets from the conventional method of moving water off-site as quickly as possible to a method of storing and treating water on-site for a cleaner discharge into the waters of the U.S.

Street and road construction applies to major arterials, state routes, highways, or rail lines used for the movement of people or goods by means of bus services, trucks, and vehicles, and transportation corridors within larger projects. Projects which are required to follow this Green Streets Guidance Manual include the following:

1. Street and road construction of 10,000 square feet or more of impervious surface area.
2. Street and road redevelopment resulting in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

Table 1: Examples of Stormwater Pollutants Typical of Roads (*Managing Wet Weather With Green Infrastructure Municipal Handbook: Green Streets, 2008*).

Pollutant	Source	Effects
Trash	Littering	Physical damage to aquatic animals and fish, release of poisonous substances
Sediment/solids	Construction, unpaved areas	Increased turbidity, increased transport of soil bound pollutants, negative effects on aquatic organisms reproduction and function
Metals (Copper, Zinc, Lead, Arsenic)	Vehicle brake pads, vehicle tires, motor oil, vehicle emissions and engines, vehicle emissions, brake linings, automotive fluids	Toxic to aquatic organisms and can accumulate in sediments and fish tissues
Organics associated with petroleum (e.g., PAHs)	Vehicle emissions, automotive fluids, gas stations	Toxic to aquatic organisms
Nutrients	Vehicle emissions, atmospheric deposition	Promotes eutrophication and depleted dissolved oxygen concentrations

1.3 PLANNING AND DEVELOPMENT

Ideally, a site would be designed to capture and use or infiltrate the entire runoff volume of a storm, however site and design constraints make it difficult to achieve that goal. This Green Streets Manual is designed to provide guidance with BMP selection based on site constraints typical to street design. Streetscape geometry, topography, and climate determine the types of controls that can be implemented. The initial step in selecting a stormwater tool is determining the available open space and constraints. Stormwater controls should be selected using the hierarchy represented in *Figure 1*, the site guidelines represented in *Table 2*, and the location opportunities listed in *Table 3*.

1.3.1 Site Considerations

Specific elements which should be given special consideration in the site assessment process for applicable Green Streets include:

- **Ownership of land adjacent to right of ways.** The opportunity to provide stormwater treatment may depend on the ownership of land adjacent to the right-of-way. Acquisition of additional right-of-way and/or access easements may be more feasible if land bordering the project is owned by relatively few land owners.

- **Location of existing utilities.** The location of existing storm drainage utilities can influence the opportunities for Green Streets infrastructure. For example, stormwater planters can be designed to overflow along the curb-line to an existing storm drain inlet, thereby avoiding the infrastructure costs associated with an additional inlet. The location of other utilities may limit the allowable placement of BMPs to only those areas where a clear pathway to the storm drain exists.
- **Grade differential between road surface and storm drain system.** Some BMPs require more head from inlet to outlet than others; therefore, allowable head drop may be an important consideration in BMP selection. Storm drain elevations may be constrained by a variety of factors in a roadway project (utility crossings, outfall elevations, etc.) that cannot be overcome and may override stormwater management considerations.
- **Longitudinal slope.** The suite of BMPs which may be installed on steeper road sections is more limited. Specifically, permeable pavement and swales are more suitable for gentle grades. Other BMPs may be more readily terraced to be used on steeper slopes.
- **Soil suitability.** Infiltration BMPs require specific types of soil. The site assessment should determine the type of soils on the site and the infiltration rate of the soils if infiltration BMPs are proposed.
- **Potential access opportunities.** A significant concern with installation of BMPs in major right of ways is the ability to safely access the BMPs for maintenance considering traffic hazards. Vehicle travel lanes and specific areas potentially hazardous for maintenance crews should be identified during the site assessment. The Green Streets WQMP should provide subsequent steps to avoid placing BMPs in the identified hazardous areas.

1.3.2 Design Considerations

The drainage patterns of the project should be developed so that drainage can be routed to areas with BMP opportunities before entering storm drains. For example, if a median strip is present, a reverse crown should be considered, where allowed, so that stormwater can drain to a median swale. Likewise, standard peak-flow curb inlets should be located downstream of areas with potential for stormwater planters so that water can first flow into the planter, and then overflow to the downstream inlet if capacity of the planter is exceeded. It is more difficult to apply green infrastructure after water has entered the storm drain.

Green Streets projects are not required to treat off-site runoff; however, treatment of commingled off-site runoff may be used to off-set the inability to treat areas within the project for which significant constraints prevent the ability to provide treatment.

Applicable Green Streets projects should apply the following site design measures to the maximum extent practicable and as specified in the local permitting agency's codes:

- Minimize street width where feasible while maintaining traffic flow and public safety.
- Add tree canopy by planting or preserving trees/shrubs.
- Use porous pavement or pavers for low traffic roadways, on-street parking, shoulders or sidewalks.
- Integrate traffic calming measures in the form of bioretention curb extensions.

1.3.3 BMP Sizing for Applicable Green Streets Projects

An 85th percentile standard design storm should be used to determine the appropriate size, slope, and materials of each facility. After identifying the appropriate stormwater facilities for a site, an integrated approach using several BMPs is encouraged. To increase water quality and functional hydrologic benefits, several stormwater management BMPs can be used in succession. This is called a treatment train approach. The control measures should be designed using available topography to take advantage of gravity for conveyance to and through each facility. All Green Streets designs must be based off of a published design standard.

The following steps should be used to size BMPs for applicable Green Streets projects:

1. Delineate drainage areas tributary to BMP locations and compute imperviousness.
2. Look up the recommended sizing method for the BMP selected in each drainage area and calculate target sizing criteria.
3. Design BMPs per a published design standard.
4. Attempt to provide the calculated sizing criteria for the selected BMPs.
5. If sizing criteria cannot be achieved, document the constraints that override the application of BMPs and provide the largest portion of the sizing criteria that can be reasonably provided given constraints. If BMPs cannot be sized to provide the calculated volume for the tributary area, it is still essential to design the BMP inlet, energy dissipation, and overflow capacity for the full tributary area to ensure that flooding and scour is avoided. It is strongly recommended that BMPs which are designed to less than their target design volume be designed to bypass peak flows.

1.3.4 Alternative Compliance Options for Applicable Green Streets Projects

Alternative compliance programs should be considered for applicable Green Streets projects if on-site green infrastructure approaches cannot practicably treat the design volume. The primary alternative compliance option for applicable Green Streets projects is the completion of off-site mitigation projects. The proponent would implement a project to reduce stormwater pollution for other portions of roadway or similar land uses when being reconstructed to the project in the same hydrologic unit, ideally as close to the project as possible and discharging to the same outfall.

1.3.5 Infiltration Considerations

Appropriate soils, infiltration media, and infiltration rates should be used for infiltration BMPs. If infiltration is proposed, a complete geotechnical or soils report should be undertaken to determine infiltration rates, groundwater depth, soil toxicity and stability, and other factors that will affect the ability and the desirability of infiltration. At a minimum, the infiltration capacity of the underlying soils shall be deemed suitable for infiltration (0.3 inches per hour or greater), appropriate media should be used in the BMP itself, the groundwater shall be located at a depth of ten feet or greater.

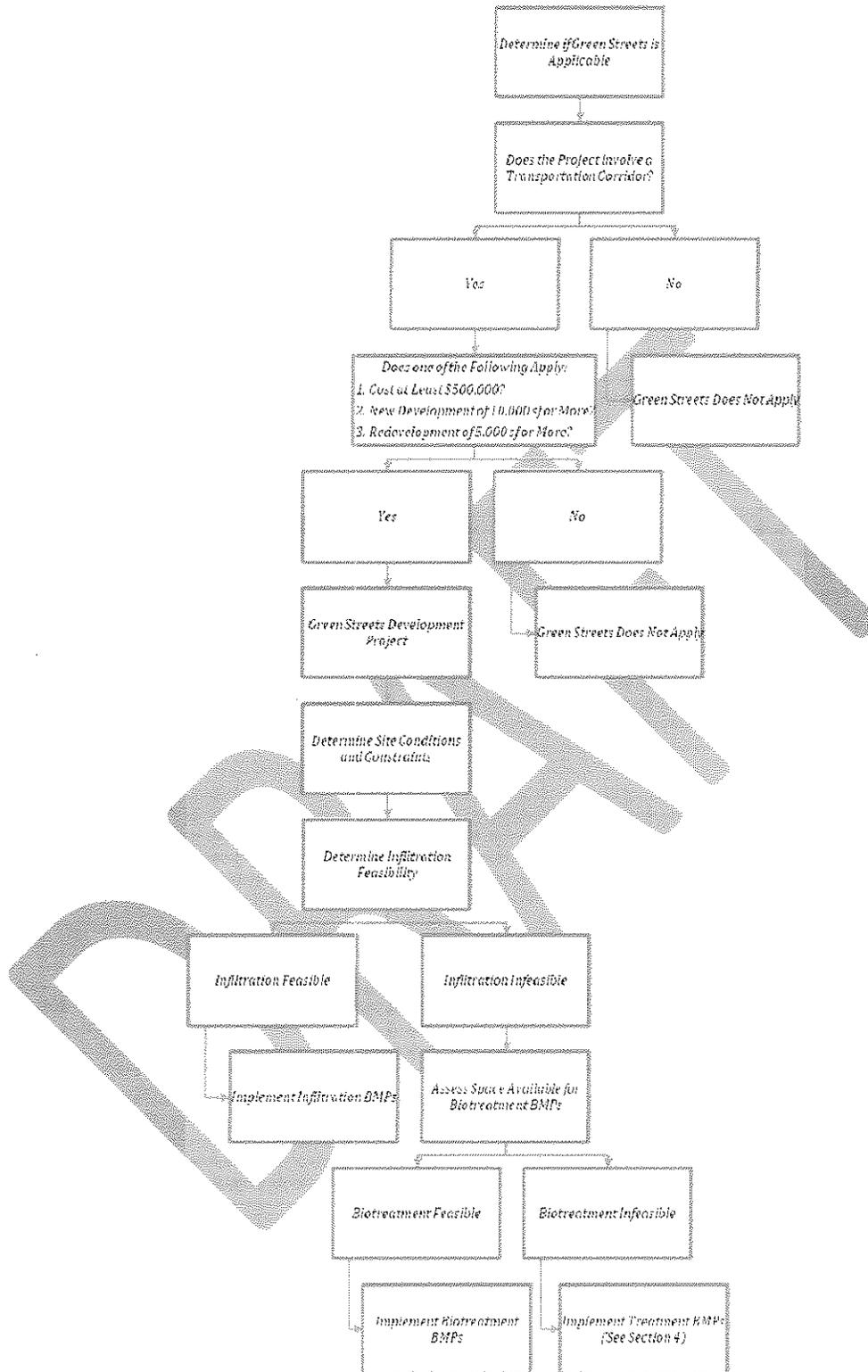


Figure 1: BMP Selection Flow Chart.

Table 2: BMP Selection by Street Context (Model for Living Streets Design Manual, 2011).

STREET CONTEXT	BIORETENTION			DETECTION		PAVING	INLET PROTECTIONS		
	Swales	Planters	Vegetated Buffer Strips	Rain Gardens	Infiltration Trenches & Dry Wells		Storm Drain Inlet Screens	Storm Drain Filter Inserts	Pipe Filter Inserts
Commercial	Downtown Commercial	✓			✓	✓	✓	✓	✓
	Commercial Thoroughway	✓	✓			✓	✓	✓	✓
	Neighborhood Commercial	✓	✓	✓		✓	✓	✓	✓
Residential	Downtown Residential	✓		✓		✓	✓	✓	✓
	Residential Thoroughway	✓		✓		✓	✓	✓	✓
	Neighborhood Residential	✓		✓		✓	✓	✓	✓
Industrial And Mixed-Use	Industrial	✓		✓		✓	✓	✓	✓
	Mixed-Use	✓	✓			✓	✓	✓	✓
Special	Sidewalk Furniture Zone	✓		✓		✓	✓	✓	✓
	Park Edge	✓		✓		✓	✓	✓	✓
	Boulevard	✓		✓		✓	✓	✓	✓
	Ceremonial (Civic)						✓	✓	✓
Small	Alley	✓				✓	✓	✓	✓
	Shared Public Way	✓				✓	✓	✓	✓
	Walk Street	✓	✓			✓	✓	✓	✓

Table 3: BMP Location Opportunity Summary.

BMP	Location Opportunity Summary
Bioretention	<ul style="list-style-type: none"> • Adjacent to traveled way and in frontage or furniture sidewalk zones • Can be located in curb extensions, medians, traffic circles, roundabouts, and any other landscaped area • Suitable for constrained locations
Infiltration Trench/Dry Well	<ul style="list-style-type: none"> • Can be located under sidewalks and in sidewalk planting strips, curb extensions, roundabouts, and medians
Rain Gardens	<ul style="list-style-type: none"> • Can be integrated medians, islands, circles, street ends, chicanes, and curb extensions • Can be located at the terminus of swales in the landscape
Permeable Pavement	<ul style="list-style-type: none"> • Suitable for parking or emergency access lanes • Can be located in furniture zones of sidewalks especially adjacent to tree wells • Cannot be placed in areas with large traffic volume or heavy load lanes • Avoid steep streets • Cannot be placed within 20 feet of sub-sidewalk basements • Cannot be within 50 feet of domestic water wells
Flow-Through Planters	<ul style="list-style-type: none"> • Above-grade planters should be structurally separate from adjacent sidewalks • At-grade planter systems can be installed adjacent to curbs within the frontage and/or furniture zones
Vegetated Swales	<ul style="list-style-type: none"> • Can be located adjacent to roadways, sidewalks, or parking areas • Can be integrated into traffic calming devices such as chicanes and curb extensions • Can be placed in medians where the street drains to the median • Can be placed alongside streets and pathways • Should be designed to work in conjunction with the street slope
Vegetated Buffer Strips	<ul style="list-style-type: none"> • Can be located in multi-way boulevards, park edge streets, or sidewalk furniture zones

	<ul style="list-style-type: none"> • Can serve as pre-treatment
Treatment BMPs	<ul style="list-style-type: none"> • Can be located in a catch basin, manhole, or vault • Can be installed on an existing outlet pipe or at the bottom of an existing catch basin with an overflow • Can be placed on existing curbside catch basins and flush grate openings • Can be installed on the existing wall of a catch basin and on the curb side wall of a catch basin • Minimum set-backs from foundations and slopes should be observed if the BMP is not lined
Street Trees	<ul style="list-style-type: none"> • Can be placed on sidewalks, in furniture zones, and on medians • Adequate spacing must be provided between trees and street lights, pedestrian lights, accessible parking spaces, bus shelters, awnings, canopies, balconies, and signs

SECTION 2 – INFILTRATION

Infiltration systems utilize rock, gravel, and other highly permeable materials for on-site infiltration. In these systems, stormwater runoff is directed to the system and allowed to infiltrate into the soils for on-site retention and groundwater recharge. During small storm events, infiltration systems can result in significant or even complete volume reduction of stormwater runoff.

Infiltration should be used to the maximum extent practicable. Biotreatment BMPs should be considered if infiltration is found to be infeasible due to low infiltration rates, soil instability, high groundwater, or soil contamination.

Infiltration BMPs may become damaged by stormwater carrying high levels of sediment, therefore pre-treatment features should be designed to treat street runoff prior to discharging to infiltration features. Media filters, filter inserts, vortex type units, bioretention devices, sumps, and sedimentation basins are several pre-treatment tools effective at removing sediment.

2.1 INFILTRATION TRENCHES AND DRY WELLS

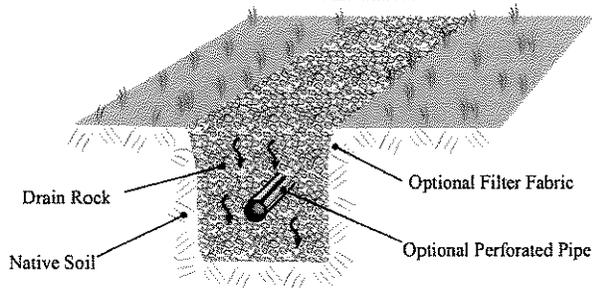


Figure 2: Infiltration Trench (*Model for Living Streets Design Manual, 2011*).

Description

Infiltration trenches are linear, rock-filled features that promote infiltration by providing a high ratio of sub-surface void space in permeable soils. They provide on-site stormwater retention and may contribute to groundwater recharge. Infiltration trenches may accept stormwater from sheet flow, concentrated flow from a swale or other surface feature, or piped flow from a catch basin. Because they are not flow-through BMPs, infiltration trenches do not have outlets but may have overflow outlets for large storm events.

Dry wells are typically distinguished from infiltration trenches by being deeper than they are wide. They are usually circular, resembling a well, and are backfilled with the same materials as infiltration trenches. Dry wells typically accept concentrated flow from surface features or from pipes and do not have outlets.

Infiltration trenches and dry wells are typically designed to infiltrate all flow they receive. In large storm events, partial infiltration of runoff can be achieved by providing an overflow outlet. In these systems, significant or even complete volume reduction is possible in smaller storm events. During large storm events, these systems may function as detention facilities and provide a limited amount of retention and infiltration.

Location and placement guidelines

Infiltration trenches and dry wells typically have small surface footprints so they are potentially some of the most flexible elements of landscape design. However, because they involve sub-surface excavation, these features may interfere with surrounding structures. Care needs to be taken to ensure that surrounding building foundations, pavement bases, and utilities are not damaged by infiltration features. Once structural soundness is ensured, infiltration features may be located under sidewalks and in sidewalk planting strips, curb extensions, roundabouts, and medians. When located in medians, they are most effective when the street is graded to drain to the median. Dry wells require less surface area than trenches and may be more feasible in densely developed areas.

Infiltration features should be sited on uncompacted soils with acceptable infiltration capacity. They are best used where soil and topography allow for moderate to good infiltration rates (0.3 inches per hour or better) and the depth to groundwater is at least 10 feet. Prior to design of any retention or infiltration system, proper soil investigation and percolation testing shall be conducted to determine appropriate infiltration design rates, depth to groundwater, and if soil will exhibit instability as a result of infiltration. Any site with potential for previous underground contamination shall be investigated. Infiltration trenches and dry wells can be designed as stand-alone systems when water quality is not a concern or may be combined in series with other stormwater tools.

Perforated pipes and piped inlets and outlets may be included in the design of infiltration trenches. Cleanouts should be installed at both ends of any piping and at regular intervals in long sections of piping, to allow access to the system. Access ports are recommended for both trenches and wells and can be combined with clean-outs. If included, the overflow inlet from the infiltration trench should be properly designed for anticipated flows.

2.2 RAIN GARDENS



Figure 3: Rain garden (*Model for Living Streets Design Manual, 2011*).

Description

Rain gardens are vegetated depressions in the landscape. They have flat bottoms and gently sloping sides. Rain gardens can be similar in appearance to swales, but their footprints may be any shape. Rain gardens hold water on the surface, like a pond, and have overflow outlets. The detained water is infiltrated through the topsoil and subsurface drain rock unless the volume of water is so large that some must overflow. Rain gardens can reduce or eliminate off-site stormwater discharge while increasing on-site recharge.

Location and Placement Guidelines

Rain gardens may be placed where there is sufficient area in the landscape and where soils are suitable for infiltration. Rain gardens can be integrated with traffic calming measures installed along streets, such as medians, islands, circles, street ends, chicanes, and curb extensions. Rain gardens are often used at the terminus of swales in the landscape.

2.3 PERMEABLE PAVEMENT



Figure 4: Permeable pavement during a storm event (*Model for Living Streets Design Manual, 2011*).

Description

Permeable pavement is a system with the primary purpose of slowing or eliminating direct runoff by absorbing rainfall and allowing it to infiltrate into the soil. Permeable pavement also filters and cleans pollutants such as petroleum deposits on streets, reduces water volumes for existing overtaxed pipe systems, and decreases the cost of offsite or onsite downstream infrastructure. This BMP is impaired by sediment-laden run-on which diminishes its porosity. Care should be taken to avoid flows from landscaped areas reaching permeable pavement. Permeable pavement is, in certain situations, an alternative to standard pavement. Conventional pavement is designed to move stormwater off-site quickly. Permeable pavement, alternatively, accepts the water where it falls, minimizing the need for management facilities downstream.

Location and Placement Guidelines

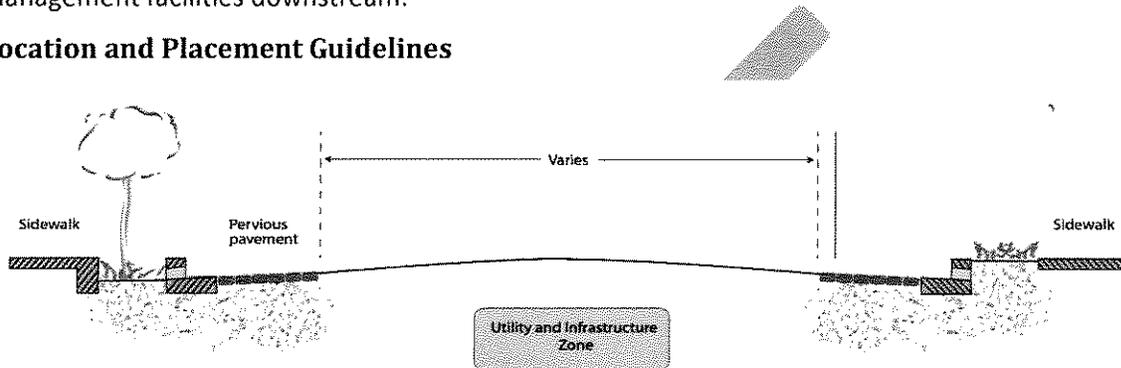


Figure 5: Possible pervious pavement design layout (*Model for Living Streets Design Manual, 2011*).

Conditions where permeable pavement should be encouraged include:

- Sites where there is limited space in the right-of-way for other BMPs;
- Parking or emergency access lanes; and
- Furniture zones of sidewalks especially adjacent to tree wells

Conditions where permeable pavement should be avoided include:

- Large traffic volume or heavy load lanes;
- Where runoff is already being harvested from an impervious surface for direct use, such as irrigation of bioretention landscape areas;
- Steep streets;
- Gas stations, car washes, auto repair, and other sites/sources of possible chemical contamination;
- Areas with shallow groundwater;
- Within 20 feet of sub-sidewalk basements; and
- Within 50 feet of domestic water wells.

Material and Design Guidelines

A soil or geotechnical report should be conducted to provide information about the permeability rate of the soil, load-bearing capacity of the soil, the depth to groundwater (10 feet or more required), and if soil will exhibit instability as a result of implementation. Infiltration rate and load capacity are key factors in the functionality of this BMP. Permeable pavement generally does not have the same load-bearing capacity as conventional pavement, so this BMP may have limited applications depending on

the underlying soil strength and pavement use. Permeable pavement should not be used in general traffic lanes due to the possible variety of vehicles weights and heavy volumes of traffic.

When used as a road paving, permeable pavement that carries light traffic loads typically has a thick drain rock base material. Pavers should be concrete as opposed to brick or other light-duty materials. Other possible permeable paving materials include porous concrete and porous asphalt. These surfaces also have specific base materials that detain infiltrated water and provide structure for the road surface. Base material depths should be specified based on design load and the soils report.

Plazas, emergency roads, and other areas of limited vehicular access can also be paved with permeable pavement. Paving materials for these areas may include open cell paver blocks filled with stones or grass and plastic cell systems. Base material specifications may vary depending on the product used, design load, and underlying soils.

When used for pedestrian paths, sidewalks, and shared-use paths, appropriate materials include those listed above as well as rubber pavers and decomposed granite or something similar (washed or pore-clogging fine material). Pedestrian paths may also use broken concrete pavers as long as ADA requirements are met. Paths should drain into adjoining landscapes and should be higher than adjoining landscapes to prevent run-on. Pavement used for sidewalks and pedestrian paths should be ADA compliant, especially smooth, and not exceed a 2 percent slope or have gaps wider than 0.25 inches. In general, tripping hazards should be avoided.

Design considerations for permeable pavement include:

- The location, slope and load-bearing capacity of the street, and the infiltration rate of the soil;
- The amount of storage capacity of the base course;
- The traffic volume and load from heavy vehicles;
- The design storm volume calculations and the quality of water; and
- Drain rock, filter fabrics, and other subsurface materials.

Maintenance Guidelines

Maintenance of permeable pavement systems is essential to their continued functionality. Regular vacuuming and street sweeping should be performed to remove sediment from the pavement surface. The bedding and base material should be selected for long life and sufficient infiltration rates.

SECTION 3 – BIOTREATMENT

Biotreatment BMPs are landscaped, shallow depressions that capture and filter stormwater runoff. These types of BMPs are an increasingly common type of stormwater treatment device that are installed at curb level and filled with a bioretention type soil. They are designed as soil and plant-based filtration devices that remove pollutants through a variety of physical, biological, and chemical treatment processes. They typically consist of a ponding area, mulch layer, planting soils, and plants. Stormwater is directed to the system and pollutants are treated as the stormwater drains through the planting soil and either infiltrated or collected by an underdrain and directed to a collection system.

Biotreatment should only be used in cases where infiltration has been proven infeasible due to low infiltration rates, soil instability, high groundwater, or soil contamination.

3.1 BIORETENTION



Figure 6: Bioretention system (*Model for Living Streets Design Manual, 2011*).

Description

Bioretention is a stormwater management process that cleans stormwater by mimicking natural soil filtration processes as water flows through a bioretention BMP. It incorporates mulch, soil pores, microbes, and vegetation to reduce and remove sediment and pollutants from stormwater. Bioretention is designed to slow, spread, and, to some extent, infiltrate water. Each component of the bioretention BMP is designed to assist in retaining water, evapotranspiration, and adsorption of pollutants into the soil matrix. As runoff passes through the vegetation and soil, the combined effects of filtration, absorption, adsorption, and biological uptake of plants remove pollutants.

For areas with low permeability or other soil constraints, bioretention can be designed as a flow-through system with a barrier protecting stormwater from native soils. Bioretention areas can be designed with an underdrain system that directs the treated runoff to infiltration areas, cisterns, or the storm drain system, or may treat the water exclusively through surface flow. Examples of bioretention BMPs include swales, planters, and vegetated buffer strips.

Location and Placement Guidelines

Bioretention facilities can be included in the design of all street components; adjacent to the traveled way and in the frontage or furniture sidewalk zones. They can be designed into curb extensions, medians, traffic circles, roundabouts, and any other landscaped area. Depending on the feature, maintenance and access should always be considered in locating the device. Bioretention systems are also appropriate in constrained locations where other stormwater facilities requiring more extensive subsurface materials are not feasible.

If bioretention devices are designed to include infiltration, native soil should have a minimum permeability rate of 0.3 inches per hour and at least 10 feet to the groundwater table. Sites that have more than a 5 percent slope may require other stormwater management approaches or special engineering.

3.2 FLOW-THROUGH PLANTERS



Figure 7: Flow-through planter (*Model for Living Streets Design Manual, 2011*).

Description

Flow-through planters are typically above-grade or at-grade with solid walls and a flow-through bottom. They are contained within an impermeable liner and use an underdrain to direct treated runoff back to the collection system. Where space permits, buildings can direct roof drains first to building-adjacent planters. Both underdrains and surface overflow drains are typically installed with building-adjacent planters.

At-grade street-adjacent planter boxes are systems designed to take street runoff and/or sidewalk runoff and incorporate bioretention processes to treat stormwater. These systems may or may not include underdrains.

Location and Placement Guidelines

Above-grade planters should be structurally separate from adjacent sidewalks to allow for future maintenance and structural stability per local department of public works' standards. At-grade planter systems can be installed adjacent to curbs within the frontage and/or furniture zones.

All planters should be designed to pond water for less than 48 hours after each storm. Flow-through planters designed to detain roof runoff can be integrated into a building's foundation walls, and may be either raised or at grade.

For at-grade planters, small localized depressions may be included in the curb opening to encourage flow into the planter. Following the inlet, a sump (depression) to capture sediment and debris may be integrated into the design to reduce sediment loadings.

3.3 VEGETATED SWALES



Figure 8: Vegetated swale (Signal Hill, CA).

Description

Swales are linear, vegetated depressions that capture rainfall and runoff from adjacent surfaces. The swale bottom should have a gradual slope to convey water along its length. Swales can reduce off-site stormwater discharge and remove pollutants along the way. In a swale, water is slowed by traveling through vegetation on a relatively flat grade. This gives particulates time to settle out of the water while contaminants are removed by the vegetation.

Location and Placement Guidelines

Swales can easily be located adjacent to roadways, sidewalks, or parking areas. Roadway runoff can be directed into swales via flush curbs or small evenly-spaced curb cuts into a raised curb. Swale systems can be integrated into traffic calming devices such as curb extensions.

Swales can be placed in medians where the street drains to the median. Placed alongside streets and pathways, vegetated swales can be landscaped with native plants which filter sediment and pollutants and provide habitat for wildlife. Swales should be designed to work in conjunction with the street slope to maximize filtration and slowing of stormwater.

Swales are designed to allow water to slowly flow through the system. Depending on the landscape and design storm, an overflow or bypass for larger storm events may be needed. Curb openings should be designed to direct flow into the swale. Following the inlet, a sump may be built to capture sediment and debris.

3.4 VEGETATED BUFFER STRIPS

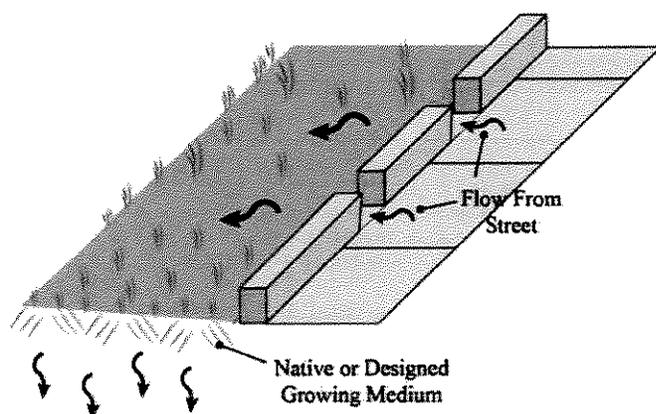


Figure 9: Vegetated buffer strip detail (*Model for Living Streets Design Manual, 2011*).

Description

Vegetated buffer strips are sloping planted areas designed to treat and absorb sheet flow from adjacent impervious surfaces. These strips are not intended to detain or retain water, only to treat it as a flow-through feature. They should not receive concentrated flow from swales or other surface features, or concentrated flow from pipes.

Location and Placement Guidelines

Vegetated buffer strips are well-suited to treating runoff from roads and highways, small parking lots, and pervious surfaces. They may be commonly used on multi-way boulevards, park edge streets, or sidewalk furniture zones with sufficient space. When selecting potential placement the need for supplemental irrigation should be considered. Vegetated buffers can also be situated so they serve as pre-treatment for another stormwater management feature, such as an infiltration BMP.

SECTION 4 – TREATMENT BMPS

4.1 SAND FILTERS & STORM DRAIN INLET PROTECTIONS

As described in Section 1 of this Green Streets Manual, it may be infeasible for specific projects to apply infiltration or biotreatment BMPs. In these cases, sand filters or filter inserts as treatment BMPs can be considered as an alternative. Sand filters and filter inserts can be designed to prevent particulates, debris, metals, and petroleum-based materials conveyed by stormwater from entering the storm drain system. All treatment BMP units should have an overflow system that allows the storm drain to remain functional if the filtration system becomes clogged during rainstorms. All storm drain inlet protections must be of a style and configuration approved by the agency with ownership of the inlet.

Typical maintenance of catch basins includes scheduled trash removal if a screen or other debris capturing device is used. Street sweeping should be performed by vacuum sweepers with occasional weed and large debris removal. Maintenance should include keeping a log of the amount of sediment collected and the data of removal.

The following are examples of acceptable treatment BMPs:

- **Sand Filters:** Sand filters are designed to filter stormwater through a constructed media bed and to an underdrain system. As stormwater flows through the media pollutants are filtered

out of the water. The filtered water is conveyed through the underdrain to a collection system. Pretreatment is necessary to eliminate significant sediment load or other large particles which would clog the system. Minimum set-backs from foundations and slopes should be observed if the facility is not lined. Filters should be designed and maintained such that ponded water should not persist for longer than 48 hours following a storm event.

- **Cartridge Media Filters:** Cartridge media filters contain multiple modular filters which contain engineered media. The filters can be located in a catch basin, manhole, or vault. The manhole or vault may be divided into multiple chambers so that the first chamber may act as a pre-settling basin for removal of coarse sediment while the next chamber may act as the filter chamber. Cartridge media filters are recommended for drainage areas with limited available surface area or where surface BMPs would restrict uses. Depending on the number of cartridges, maintenance events can have long durations. Locations should be chosen so that maintenance events will not significantly disrupt businesses or traffic. Inlet inserts should be sized to capture all debris and should therefore be selected to match the specific size and shape of each catch basin and inlet. Filter media should be selected to target pollutants of concern. A combination of media may be used to remove a variety of pollutants. Systems with lower maintenance requirements are preferred.
- **Storm Drain Inlet Screens:** Inlet screens are designed to prevent large litter and trash from entering the storm drain system while allowing smaller particles to pass through. The screens function as the first preventive measure in removing pollutants from the storm water system. The city's—City's street sweeping Public Works department should be consulted to ensure compliance with local specifications and to schedule regular maintenance. Annual inspection of the screen is recommended to ensure functionality. Note that most LA River drainage areas are already protected using connector pipe screens through collective systems.
- **Storm Drain Pipe Filter Insert:** The storm drain outlet pipe filter is designed to be installed on an existing outlet pipe or at the bottom of an existing catch basin with an overflow. This filter removes debris, particulates, and other pollutants from stormwater as it leaves the storm drain system. This BMP is less desirable than a protection system that prevents debris from entering the storm drain system because the system may become clogged with debris. Outlet pipe filters can be placed on existing curbside catch basins and flush grate openings. Regular maintenance is required and inspection should be performed rigorously. Because this filter is located at the outlet of a storm drain system, clogging with debris is not as apparent as with filters at street level. This BMP may be used as a supplemental filter with an inlet screen or inlet insert unit.

SECTION 5 – STREET TREES

5.1 STREET TREES



Figure 10: Street trees.

Description

Healthy urban trees are powerful stormwater management tools. Leaves and branches catch and slow rain as it falls, helping it to soak into the ground. The plants themselves take up and store large quantities of water that would otherwise contribute to surface runoff. Part of this moisture is then returned to the air through evaporation to further cool the city. As an important element along sidewalks, street trees must be provided with conditions that allow them to thrive, including adequate uncompacted soil, water, and air.

The goal of adding street trees is to increase the canopy cover of the street, the percentage of its surface either covered by or shaded by vegetation. The selection, placement, and management of all elements in the street should enhance the longevity of a city's street trees and healthy, mature plantings should be retained and protected whenever possible.

Benefits to adding street trees include:

- Creation of shade to lower temperatures in a city, reduces energy use, and makes the street a more pleasant place in which to walk and spend time
- Slowing and capture of rainwater, helping it soak into the ground to restore local hydrologic functions and aquifers
- Improving air quality by cooling air, producing oxygen, and absorbing and storing carbon in woody plant tissues

SECTION 6 – DEFINITIONS

Best Management Practice (BMP)

Operating methods and/or structural devices used to reduce stormwater volume, peak flows, and/or pollutant concentrations of stormwater runoff through evapotranspiration, infiltration, detention, filtration, and/or biological and chemical treatment.

Bioretention

Soil and plant-based retention practice that captures and biologically degrades pollutants as water infiltrates through sub-surface layers containing microbes that treat pollutants. Treated runoff is then slowly infiltrated and recharges the groundwater.

Conveyance

The process of water moving from one place to another.

Design Storm

A storm whose magnitude, rate, and intensity do not exceed the design load for a storm drainage system or flood protection project.

Detention

Stormwater runoff that is collected at one rate and then released at a controlled rate. The volume difference is held in temporary storage.

Filtration

A treatment process that allows for removal of solid (particulate) matter from water by means of porous media such as sand, soil, vegetation, or a man-made filter. Filtration is used to remove contaminants.

Furniture Zone

The furniture zone is the area which lies between the curb and pedestrian zones and is intended to house utilities and pedestrian amenities.

Hardscape

Impermeable surfaces, such as concrete or stone, used in the landscape environment along sidewalks or in other areas used as public space.

Infiltration

The process by which water penetrates into soil from the ground surface.

Permeability/Impermeability

The quality of a soil or material that enables water to move through it, determining its suitability for infiltration.

Retention

The reduction in total runoff that results when stormwater is diverted and allowed to infiltrate into the ground through existing or engineered soil systems.

Runoff

Water from rainfall that flows over the land surface that is not absorbed into the ground.

Sedimentation

The deposition and/or settling of particles suspended in water as a result of the slowing of the water.

Stormwater

Water runoff from rain or snow resulting from a storm.

Transportation Corridor

A major arterial, state route, highway, or rail line used for the movement of people or goods by means of bus services, trucks, and vehicles.

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SECTION 7 – REFERENCES

1. Los Angeles County. *Model for Living Streets Design Manual*. 2011.
2. U.S. Environmental Protection Agency (EPA). *Managing Wet Weather With Green Infrastructure Municipal Handbook: Green Streets*. December 2008.
3. Orange County. *Technical Guidance Document*. May 2011.

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