

Tina Baca Del Rio Mayor  
Lilia R. Leon Mayor Pro Tem  
Joe Aguilar Councilmember  
Ivan Altamirano Councilmember  
Denise Robles Councilmember



COMMERCE CITY HALL  
COUNCIL CHAMBERS  
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## AGENDA

### CONCURRENT REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF COMMERCE AND THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION (HEREINAFTER "SUCCESSOR AGENCY")

Tuesday, April 15, 2014 - 6:30 P.M.

**CALL TO ORDER** Mayor/Chairperson Baca Del Rio

**PLEDGE OF ALLEGIANCE** Matt Rodriguez, Director of Community Services

**INVOCATION** Mayor Pro Tem/Vice Chairperson Leon

**ROLL CALL** City Clerk Shumway

#### **PUBLIC COMMENT**

Citizens wishing to address the City Council and Successor Agency on any item on the agenda or on any matter not on the agenda may do so at this time. State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from taking action or engaging in discussion on a specific item unless it appears on a posted agenda. Upon request, the City Council/ Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk/Secretary prior to commencement of the City Council/ Successor Agency meetings. Please limit your remarks to five (5) minutes.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed: No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.

#### **CITY COUNCIL/SUCCESSOR AGENCY REPORTS**

#### **CONSENT CALENDAR**

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. There will be no discussion of these items unless members of the City Council request specific items to be removed from the Consent Agenda for a separate discussion. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

**City of Commerce**  
**Concurrent Regular Council/Successor Agency Agenda**

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1. Approval of Minutes

The City Council and Successor Agency will consider for approval the minutes of the Concurrent Adjourned Regular Meeting of Wednesday, April 8, 2014, held at 4:00 p.m., the Concurrent Adjourned Regular Meeting of Tuesday, April 1, 2014, held at 5:00 p.m., the Concurrent Regular Meeting of Tuesday, April 1, 2014, held at 6:30 p.m., Concurrent Adjourned Regular Meeting of Tuesday, January 21, 2014, held at 5:00 p.m., and Concurrent Regular Meeting of Tuesday, January 21, 2014, held at 6:30 p.m.

2. Approval of Warrant Register Nos. 18A and 18B

The City Council and Successor Agency will consider for approval the bills and claims set forth in Warrant Registers No. 18A, dated April 15, 2014, and 18B for the period of April 2, 2014 to April 10, 2014.

3. Proclamation – “Sexual Assault Awareness Month” and “Denim Day”

The City Council will consider proclaiming the month of April 2014 as “Sexual Assault Awareness Month” and April 23, 2014, as “Denim Day” in the City of Commerce.

4. Proclamation- Child Abuse Prevention Month

The City Council will consider proclaiming the month of April 2014, as “Child Abuse Prevention Month” in the City of Commerce.

5. Proclamation – West Nile Virus and Mosquito and Vector Control Awareness Week

The City Council will consider proclaiming the week of April 20-26, 2014, as West Nile Virus and Mosquito and Vector Control Awareness Week in the City of Commerce.

6. 2014 Youth Education and Service (Y.E.S.) Leadership and Mentoring Program

The City Council will consider and take the appropriate action with respect to the 2014 Commerce Summer Youth Education and Service (Y.E.S) Leadership and Mentoring Program beginning July 1, 2014.

7. Proposed Amendment to the Personnel Classification and Compensation Plan for the Recreation Leader Job Series and the Parks Maintenance Job Series

The City Council will consider for approval amendment to the Classification and Compensation Plan by revising the classification specifications for Recreation Aide, Recreation Leader, Senior Recreation Leader, Park Maintenance Trainee and Park Maintenance Worker.

**8. Single Audit Report on Federal Awards for Fiscal Year Ended June 30, 2013**

The City Council will consider Single Audit Report on Federal Awards for Fiscal Year ended June 30, 2013 for receipt and filing.

**9. A Resolution of the City Council Approving the Second Amendment to the Agreement with HdL Software, LLC**

The City Council will consider for approval and adoption a proposed Resolution approving the Second Amendment to Agreement with HdL Software, LLC to include HdL's new HdL prime business software system with web module and related services.

**10. A Resolution of the City Council Approving the Second Amendment to the Agreement with Nationwide Environmental Services, a Division of Joe's Sweeping, Inc. for Street Sweeping Services**

The City Council will consider for approval and adoption a proposed Resolution amending an Agreement with Nationwide Environmental Services, a Division of Joe's Sweeping, Inc. for street sweeping services regarding a rate adjustment.

**11. A Resolution of the City Council Approving an Agreement with Pyro Spectaculars, Inc. for the 4th of July Pyrotechnic Display at Rosewood Park**

The City Council will consider for approval and adoption a proposed Resolution approving an Agreement with Pyro Spectaculars, Inc., for an aerial fireworks display for the 2014 Fourth of July Celebration at Rosewood Park.

**SCHEDULED MATTERS****12. A Resolution of the City Council Approving an Extension of the City of Commerce Temporary Senior Citizen Rent Subsidy Program**

The City Council will consider for approval and adoption a proposed Resolution approving an extension of the City of Commerce temporary Senior Citizen Rent Subsidy Program.

**13. An Update on the Status of the Green Zones Project**

The City Council will receive an update on and thereafter consider and take the appropriate action as deemed necessary with respect to, Green Zones Project.

**14. A Resolution of the City Council approving Change Order No. 02 for Central Library Renovation Project**

The City Council will consider for approval and adoption a proposed Resolution authorizing proceeding with the roofing scope included in the project less the seismic improvement and old roof system removal and allocate funds for the Central Library's exterior improvement, and approve Change Order No. 02 to the Standard Contract for City Project No. 1301 for the Central Library Renovation Project.

**15. A Resolution of the City Council, Approving the Fifth Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting for the Washington Boulevard Widening Project**

The City Council will consider for approval and adoption a proposed Resolution approving the Fifth Amendment to the Professional Services Agreement for design and engineering services with RBF Consulting (RBF) for the Washington Boulevard Widening and Reconstruction Project and to provide professional survey support, Rights-of-Way mapping and additional environmental and geotechnical investigations including Aerially Deposited Lead.

**16. Review of City's Property Insurance Program and Schedule**

The City Council will review and take the appropriate action as deemed necessary with respect to, City's property insurance program and schedule, including the procurement of earthquake coverage.

## **ORDINANCES**

**17. Second Reading of an Ordinance Adopting by Reference of Various 2013 Los Angeles County Codes Related to State Building Codes**

The City Council will consider for second reading and adoption a proposed Ordinance adopting by reference: Title 26, Los Angeles County Building Code (2014 Edition); Title 27, Los Angeles County Electrical Code (2014 Edition); Title 28, Los Angeles County Plumbing Code (2014 Edition); Title 29, Los Angeles County Mechanical Code (2014 Edition); New Title 30, 2014 Los Angeles County Residential Code; New Title 31, 2014 Los Angeles County Green Building Standards Code and Title 32, Los Angeles County and District Fire Code (2014 Edition); by amending Section 15.04.010 Of Chapter 15.04 ("Building Laws") and Section 16.04.010 Of Chapter 16.04 ("Fire Prevention Code") of the Commerce Municipal Code.

**18. Second Reading of an Ordinance Amending Commerce Municipal Code Related to Pointholders**

The City Council will consider for second reading and adoption a proposed Ordinance amending Sections 5.48.230 ("Pointholders- Applications for Sale or Transfer of Points"), 5.48.240 ("Pointholders-Application-Investigation"); 5.48.250 ("Pointholders-Application-Granting or Denial"), 5.48.290 ("Application of Provisions to Continuing Pointholders") and 5.48.290 ("Pointholders-Divestment") and Adding Section 5.48.270 (Pointholders-Divestment") to Chapter 5.48 ("Card Clubs") of Title 5 ("Business Regulations And Licensing") of the Commerce Municipal Code.

**City of Commerce**  
**Concurrent Regular Council/Successor Agency Agenda**

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**19. Legislative Report – Assembly Bill (AB) 2189 Related to Water Replenishment Districts: Replenishment Assessment (Senator Garcia)**

The City Council will consider taking a formal position on legislative bill AB 2189 and direct staff to forward City position letter on behalf of the City.

**ADJOURNMENT**

Adjourn to Wednesday, April 22, 2014, at 5:30 p.m. in the City Council Chambers.

Written materials distributed to the City Council are available for public inspection immediately following the posting of this agenda (at least 72 hours prior to a regular City Council meetings) in the **City Clerk/Secretary's Office, at Commerce City Hall, 2535 Commerce Way, Commerce, California, and the Central Library, 5655 Jillson Street, Commerce, California.**

Meeting facilities are accessible to persons with disabilities. In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, notify the Office of the City Clerk at (323) 722-4805 at least 48 hours prior to the meeting.

**MINUTES OF THE CONCURRENT ADJOURNED MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF COMMERCE and GOVERNING BODY OF THE  
SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION**

**Tuesday, April 8, 2014**

Mayor/Chairperson Baca Del Rio called the Adjourned meeting of the City Council/Successor Agency to order at 5:00 p.m. **Present:** Councilmembers Aguilar, Altamirano, Robles, Mayor Pro Tem Leon, and Mayor Baca Del Rio.

**PUBLIC COMMENT**

There were no individuals who wished to address City Council.

**SCHEDULED MATTERS**

**1. Presentation and Review of Proposed 2014/2015 Fiscal Year Budget**

Finance Director Domic provided a PowerPoint presentation regarding the proposed operating budget for the Parks and Recreation Department for Fiscal Year 2014/2015.

Mayor Baca Del Rio inquired as to whether the travel and training budget will be reinstated for Commissioners, and recommended holding the Commissioner Academy twice a year. City Administrator Rifa stated that City staff is currently planning to budget all travel and training in one account, including that for Commissioners and City staff.

Discussion ensued regarding enhancement requests for funding the following events and services: 55<sup>th</sup> Anniversary Celebration, Community Clean-Up Day, September 26<sup>th</sup> Celebration, and the Haunted House during Halloween.

Mayor Pro Tem Leon requested that all associated costs/expenses be shown per event, including those of all other departments assisting or involved, as the detail will allow City Council to properly evaluate each event in terms of cost. Finance Director Domic stated that such detail will be provided.

Discussion ensued about the maintenance of facilities, including the Aquatics Center and the potential upgrade to the kitchen at Bristow Park. Parks and Recreation Director Wasserman stated that he will come back to City Council with a couple of options regarding the upgrade to the kitchen at Bristow Park. Mayor Pro Tem Leon requested City staff to look into replacing the toilets at the Senior Center.

**ADJOURNMENT**

There being no further business, the City Council meeting was adjourned at 6:09 p.m.

**AGENDA ITEM # 1**

**MINUTES OF THE ADJOURNED REGULAR MEETING OF THE CITY COUNCIL**

**04/08/2014 – 5:00 p.m.**

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Lena Shumway  
City Clerk, CMC

**MINUTES OF THE CONCURRENT ADJOURNED MEETINGS  
OF THE CITY COUNCIL OF THE CITY OF COMMERCE and GOVERNING BODY OF THE  
SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION**

**Tuesday, April 1, 2014**

Mayor/Chairperson Aguilar called the Special meeting of the City Council/Successor Agency to order at 5:05 p.m in the City Council Chambers. **Present:** Councilmembers Altamirano, Robles, Baca Del Rio, Mayor Pro Tem Leon, and Mayor Aguilar.

**PUBLIC COMMENT**

There were no individuals who wished to address the City Council on closed session matters.

City Attorney Olivo asked that City Council consider adding an item to the current agenda in order to consider a request from Vons/Safeway to provide additional Sheriff's assistance at the on-going construction site. Councilmember Robles moved and Councilmember Altamirano seconded the motion to place the Vons/Safeway request on the current agenda, as item #3, for discussion. The motion carried by the following vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, and Mayor Pro Tem/Vice Chair Leon (4)  
**NOES:** None (0)  
**ABSTAIN:** None (0)  
**ABSENT:** Mayor/Chair Baca Del Rio (1)

Mayor Baca Del Rio arrived at 5:16 pm

**CLOSED SESSION**

City Council/Successor Agency recessed to Closed Session at 5:07 p.m. for the following matters:

1. Pursuant to Government Code §54956.8, the Successor Agency will confer with its real property negotiator, Jorge Rifa with respect to real estate negotiations concerning:
  - A. Former Commerce Community Development Commission-owned real property, including proposed price and other terms relating thereto, comprised of 6300 Telegraph Road, Commerce, California, commonly referred to as the Commerce Plaza Hotel property.
  - B. Concerning the proposed Urban Entertainment Center Project, including proposed price and other terms relating thereto, comprised of the former Commerce Community Development Commission –owned real property located on along the Telegraph Road Corridor, south of Gaspar Avenue and north of the Commerce

**AGENDA ITEM # 1**



Casino (Tubeway Avenue), which was the subject of a recent lot line adjustment and formerly known as 5809, 5819, 5823, 5901/5903, 5933, 5959, 6001 and 6003 Telegraph Road and 2240 Gaspar Avenue; 2311, 2322 and 2366 Travers Avenue, Commerce, California.

2. Pursuant to Government Code §54957.6 the City Council will confer with its labor negotiator, Jorge Rifa, with respect to labor negotiations pertaining to compensation and benefits for the unrepresented full-time executive management employees, including the City Clerk.

**THE CITY COUNCIL RECONVENED TO OPEN SESSION at 6: 28 p.m.**

**ORAL CLOSED SESSION ANNOUNCEMENT**

City Attorney Olivo stated that no reportable actions were taken during the closed session matters items 1 through 3.

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 6:30 p.m.

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Lena Shumway  
City Clerk, CMC

**MINUTES OF THE  
CONCURRENT REGULAR MEETINGS OF  
THE CITY COUNCIL OF THE CITY OF COMMERCE AND  
THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO  
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION  
(HEREINAFTER "SUCCESSOR AGENCY")**

**Tuesday, April 1, 2014, 6:30 p.m.**

The meeting was called to order at 6:30 p.m. in Council Chambers. **Present:** Councilmembers/Board Members Aguilar, Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5); **Absent:** None (0). The Salute to the Flag was led by Mike Casalou, Human Resources Department Director, followed by an invocation offered by Tina Fierro.

**Staff Present:** Jorge Rifá, City Administrator; Eduardo Olivo, City Attorney; and Lena Shumway, City Clerk.

**APPEARANCES AND PRESENTATIONS**

**1. Introduction – Miss Commerce 2014 and Royal Court**

Pageant Steering Committee member, Leilani Davis, introduced Miss Commerce 2014 Denise Y. Rodriguez and her Royal Court to City Council.

**1.A Proclamation - Student Government Day and Introduction of Student Council**

City Council congratulated the members of the 2014 Student Council. Mayor Pro Tem Leon moved and Councilmember Aguilar seconded the motion to proclaim April 10, 2014, as Student Government Day in the City of Commerce. The motion carried unanimously.

City Administrator Rifá introduced Maryam Babaki, the newly hired Public Works and Development Services Director for the City of Commerce, and Wendell Johnson, the newly hired Assistant Public Works and Development Services Director for the City.

**PUBLIC COMMENT**

There was no public comment.

City Attorney Olivo asked that City Council consider adding an item to the current agenda in order to consider a request from Vons/Safeway to provide additional Sheriff's assistance at the on-going construction site. According to City Attorney Olivo, pursuant to Section 54954.2 of the Government Code, City Council would have to vote unanimously in order to place the

proposed item on the current agenda. Mayor Pro Tem Leon moved and Councilmember Robles seconded the motion to place the Vons/Safeway request on the current agenda, as item #20, for discussion. The motion carried by the following vote:

ROLL CALL:

- AYES: Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**CITY COUNCIL/SUCCESSOR AGENCY REPORTS**

**Councilmember Robles**

- Complimented City staff on a well-organized Miss Commerce event.
- Reported that she attended the “When Women Succeed, America Succeeds” event, which was organized by Congresswomen Lucille Roybal-Allard, Janice Hahn, and Grace Napolitano.
- Reported that she attended the Opening Weekend Community Screening of “Cesar Chavez,” which was sponsored by State Assembly Member Rendon, and Senators Garcia and Brenton.
- Reported that she attended a Commerce Industrial Council luncheon, and based on the discussions during the luncheon, she stated that she would like to see better employment rates in the City of Commerce.
- Reported that she attended the Arbor Day Celebration, and also thanked everyone for their solidarity during Autism Awareness Month.

**Councilmember Aguilar**

- Reported that he attended the Miss Commerce event, and congratulated all participants, as well as thanked City staff for a well-organized event.
- Welcomed Maryam Babaki and Wendell Johnson to the City of Commerce team.

**Councilmember Altamirano**

- Asked whether some information could be obtained on how to better assist special needs kids at the Day Camps.
- Asked City staff to provide a status update regarding the development of the Facebook page for Camp Commerce.
- Requested that information regarding earthquake preparedness be made available to residents.

- Welcomed the newly hired directors of the City of Commerce’s Public Works and Development Services Department.
- Complimented City staff on a successful Miss Commerce event.
- Reported that he attended the United Family Bristow meeting, during which a request was made for a possible upgrade to their kitchen; City staff was asked to look into the that request.

Mayor Pro Tem Leon

- Reported that she attended “When Women Succeed, America Succeeds” event, which was organized by Congresswomen Lucille Roybal-Allard, Janice Hahn, and Grace Napolitano.
- Reported that she attended the Honorary Service Awards and Volunteer Recognition Awards event at Rosewood Park.
- Requested City staff to send a letter to all the residents of Bristow Park informing them that handball courts will not be removed.
- Congratulated the new Miss Commerce and her Royal Court, thanked City staff for the outstanding job they did organizing the event, and thanked the Commerce Casino for hosting the event.
- Challenged staff of the City of Commerce’s Community Services Department, particularly the Employment Division, to reduce the unemployment in the City of Commerce.
- Invited residents to participate in the Cleanup Day at Rosewood Park, which will take place on Saturday, April 5, 2014, starting at 8:00 a.m.

Mayor Baca Del Rio

- Congratulated City staff on a well-organized Miss Commerce event.
- Welcomed new City staff members Maryam Babaki and Wendell Johnson.
- Reported that she attended the Business Mixer at Bunco Popular, as well as a neighborhood watch meeting.
- Requested that at the next City Council meeting a YouTube video featuring an autistic girl singing National Anthem be played.
- Invited everyone to participate in the upcoming Relay for Life event, which will take place on Saturday, April 12, 2014, starting at 9 a.m.
- Asked that staff of the City of Commerce’s Community Services Department provide an agenda report regarding earthquake preparedness.

**CONSENT CALENDAR**

Councilmember Robles asked to pull Items 5 and 8 for discussion. Mayor Pro Tem Leon moved and Councilmember Altamirano seconded the motion to approve the Consent Calendar, minus Items 5 and 8. The motion carried by the following vote:

**ROLL CALL:**

- AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
- NOES:** None (0)
- ABSTAIN:** None (0)
- ABSENT:** None (0)

**2. Approval of Minutes**

The City Council and Successor Agency approved the minutes of the Concurrent Adjourned Regular Meeting of Tuesday, March 18, 2014, held at 5:00 p.m., Concurrent Regular Meeting of Tuesday, March 18, 2014, held at 6:30 p.m., Concurrent Adjourned Regular Meeting of Tuesday, August 20, 2013, held at 5:00 p.m., Concurrent Regular Meeting of Tuesday, August 20, 2013, held at 6:30 p.m., Concurrent Regular Meeting of Tuesday, November 5, 2013, held at 6:30 p.m., and Concurrent Regular Meeting of Tuesday, May 7, 2013, held at 6:30 p.m.

**3. Approval of Warrant Register Nos. 17A and 17B**

The City Council and Successor Agency approved the bills and claims set forth in Warrant Registers No. 17A, dated April 1, 2014, and 17B for the period of March 19, 2014 to March 27, 2014.

**4. Proclamation – Autism Awareness Month**

The City Council designated the month of April 2014, as Autism Awareness month in the City of Commerce.

**5. A Resolution No. 14-23 of the City Council Approving the Purchase of Upgraded Security Cameras for the Transit Maintenance Facility (TMF), from Integrated Security**

Councilmember Robles commended Transportation Director McFerguson for utilizing Federal funding for various programs, instead of using monies from the General Fund. Councilmember Robles moved and Councilmember Altamirano seconded the motion to approve and adopt the proposed Resolution No. 2014- 23 for the purchase of upgraded security cameras for the Transit Maintenance Facility (TMF), from Integrated Security, in the amount not to exceed \$24,837. The motion carried by the following vote:

**ROLL CALL:**

- AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
- NOES:** None (0)
- ABSTAIN:** None (0)
- ABSENT:** None (0)

**6. A Resolution No. 14-24 of the City Council Approving Revised Alcohol and Drug-Free Workplace Policy (III-3) and the Education Incentive Bonus Policy (IV-6)**

The City Council approved and adopted a proposed Resolution No. 14-24 amending the Alcohol and Drug-Free Workplace Policy (III-3) and the Education Incentive Bonus Policy (IV-6) of the City of Commerce Personnel Policies and Procedures.

**7. A Resolution No. 14-22 of the City Council Approving an Agreement with Geosyntec Consultants, Inc. for Professional Environmental Consulting Services**

The City Council approved and adopted a proposed Resolution No. 14-22 with Geosyntec Consultants, Inc. for professional environmental consulting services for the property located at 7316 East Gage Avenue, Commerce, California.

**8. Approve Plans and Specifications for City Project No. 1306 – 2013/2014 Bus Shelter Installation (Phase IV) Project**

Councilmember Robles moved and Councilmember Altamirano seconded the motion to approve the Plans and Specifications, as prepared by Elie Farah, Inc., for City Project No. 1306 – 2013/2014 Bus Shelter Installation (Phase IV) Project, and authorized the Public Works and Development Services Department to advertise for bids and designated May 9, 2014, at 3:00 p.m., as the bid opening date. The motion carried by the following vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

**NOES:** None (0)

**ABSTAIN:** None (0)

**ABSENT:** None (0)

**9. A Resolution No. 14-27 of the Successor Agency to the Commerce Community Development Commission Approving a License and Hold Harmless Agreement between the Successor Agency and Craig-Realty Group Citadel LLC**

The Successor Agency approved and adopted a proposed Resolution approving a License and Hold Harmless agreement between the Successor Agency and Craig-Realty Group Citadel LLC, for the use of Successor Agency-owned real property for parking purposes throughout the remainder of 2014, and for the first part of 2015.

**PUBLIC HEARING**

**10. First Reading of an Ordinance Adopting by Reference of Various 2013 Los Angeles County Codes Related to State Building Codes**

City Planner Marquez provided a brief overview of the proposed Ordinance.

Mayor Baca Del Rio opened the Public Hearing at 7:23 p.m. There were no speakers. Mayor Baca Del Rio closed the Public Hearing.

Mayor Pro Tem Leon moved and Councilmember Aguilar seconded the motion to read the Ordinance by title only. City Attorney Olivo read the title of the proposed Ordinance adopting by reference: Title 26, Los Angeles County Building Code (2014 Edition); Title 27, Los Angeles County Electrical Code (2014 Edition); Title 28, Los Angeles County Plumbing Code (2014 Edition); Title 29, Los Angeles County Mechanical Code (2014 Edition); New Title 30, 2014 Los Angeles County Residential Code; New Title 31, 2014 Los Angeles County Green Building Standards Code, and Title 32, Los Angeles County and District Fire Code (2014 Edition); by amending Section 15.04.010 of Chapter 15.04 (“Building Laws”) and Section 16.04.010 of Chapter 16.04 (“Fire Prevention Code”) of the Commerce Municipal Code. The motion carried by the following vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

**NOES:** None (0)

**ABSTAIN:** None (0)

**ABSENT:** None (0)

Mayor Pro Tem Leon moved and Councilmember Altamirano seconded the motion to approve the proposed Ordinance for the first reading. The motion carried by the following vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

**NOES:** None (0)

**ABSTAIN:** None (0)

**ABSENT:** None (0)

**SCHEDULED MATTERS**

**11. 2014/2015 Fiscal Year Budget Overview/Revenue Forecast**

Finance Director Domic provided an overview of the project numbers in the Fiscal Year 2014-15 Initial General Fund, and stated that the initial preliminary projections for the upcoming budget cycle currently stands at a surplus of just over \$425,000. Discussion ensued. Mayor Pro Tem Leon questioned whether the cost of the upcoming special election had been included in the initial budget projections, and stated that City staff’s time spent on the recall election needs to be counted as well.

Mayor Pro Tem Leon moved and Councilmember Robles seconded the motion to receive and file the report. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

**12. Options for the Expansion of the Service Area Around the Bristow Park**

Parks Department Director Wasserman and Assistant Director Lipton provided a brief overview of the four alternate solutions they designed to increase participation in recreational youth sports programs in the Bristow Park area. Discussion ensued, including that on possible reasons for the low participation levels in the Bristow Park area. Many suggestions were made to help increase participation levels, including: using a sliding scale for registration fee subsidies; initiating a pilot program allowing area residents to participate free of charge; and allowing neighboring youth to participate in the recreational youth sports programs in Bristow Park. There was a consensus among City Council to direct staff to come up with a pilot program designed to increase the participation levels in the recreational youth sports program in the Bristow Park area, which would be brought back to Council for discussion during the City Council meeting scheduled for April 15, 2014.

Item 16 was heard by City Council next.

**13. Organizational Assignments/Commission Appointments for Councilmembers**

City Council decided to keep the organizational assignments and commission appointments the same as the previous year, except as follows.

California Contract Cities Association: Delegate – Mayor Pro Tem Leon; and Alternate - Councilmember Robles

League of California Cities: Delegate – Councilmember Aguilar; and Alternate - Mayor Pro Tem Leon

**14. A Resolution No. 14-26 of the City Council Defining Public Records Requests Procedure and Establishing Related Fees**

Councilmember Altamirano left Council Chambers during this item.

City Attorney Olivo provided a brief overview of the proposed Resolution. Mayor Pro Tem Leon moved and Councilmember Aguilar seconded the motion to approve the proposed



Resolution No. 14-26 establishing fees and procedures for public inspection and examination of public records, and for obtaining copies of public records from the City of Commerce. The motion carried by the following vote:

**ROLL CALL:**

- AYES:** Councilmembers/Board Members Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (4)
- NOES:** None (0)
- ABSTAIN:** None (0)
- ABSENT:** Councilmember /Board Member Altamirano (1)

**15.A Resolution No. 14-25 of the City Council Approving an Agreement with IntelliBridge Partners**

Human Resources Department Director Casalou provided a brief overview of the proposed Resolution, thereby explaining the need for interim planning services for the remainder of Fiscal Year 2014-2015. Discussion ensued.

Councilmember Aguilar moved and Councilmember Robles seconded the motion to approve and adopt the proposed Resolution No. 14-25 approving an Agreement with IntelliBridge Partners for interim planning-related services. The motion carried by the following vote:

**ROLL CALL:**

- AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)
- NOES:** None (0)
- ABSTAIN:** None (0)
- ABSENT:** None (0)

**16.A Resolution of the City Council Opposing Assembly Bill (AB) 2189 Related to Water Replenishment Districts: Replenishment Assessment**

This item was heard by City Council after Item #12.

Assistant City Administrator Mendoza provided a brief overview of AB 2189, the proposed Resolution, as well as the issues related to replenishment assessment; Mendoza recommended that City Council oppose AB 2189.

Marcos Amio, Representative for Assembly Member Cristina Garcia, read a statement for the record, which asked City Council to support AB 2189. There was a consensus among City Council that more information needs to be gathered, and that City staff will bring this item back to Council at a later date.

17. A Resolution of the City Council Opposing H.R. 29 Regarding Restrictions on Outsourcing City Services

This item was moved to the City Council meeting scheduled for April 15, 2014.

18. Report on City’s Accomplishments

This item was moved to the City Council meeting scheduled for April 15, 2014.

**ORDINANCES**

19. First Reading of an Ordinance Amending Commerce Municipal Code Related to Pointholders

City Attorney Olivo provided a brief overview of the proposed Ordinance. Mayor Pro Tem Leon moved and Councilmember Altamirano seconded the motion to read the Ordinance by title only. City Attorney Olivo read the title of the proposed Ordinance, amending Sections 5.48.230 (“Pointholders- Applications for Sale or Transfer of Points”), 5.48.240 (“Pointholders-Application-Investigation”), 5.48.250 (“Pointholders-Application-Granting or Denial”), 5.48.290 (“Application of Provisions to Continuing Pointholders”), and 5.48.290 (“Pointholders-Divestment”), and adding Section 5.48.270 (Pointholders-Divestment”) to Chapter 5.48 (“Card Clubs”) of Title 5 (“Business Regulations And Licensing”) of the Commerce Municipal Code. The motion carried by the following vote:

ROLL CALL:

AYES: Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: None (0)

20. Vons/Safeway Request for Additional Sheriff’s Assistance at the On-going Construction Site

City Attorney Olivo stated that there was a fairly significant accident at the Vons/Safeway on-going construction site, and as a result of the accident, representatives of Vons/Safeway are requesting that the City of Commerce provide additional Sheriff staffing to assist with the monitoring of traffic at the construction site. According to City Attorney Olivo, the associated costs of such additional Sheriff staffing will not exceed \$27,000, for which Vons/Safeway will reimburse the City of Commerce. City Attorney Olivo stated that City staff recommends that City Council moves forward with the request from Vons/Safeway. Councilmember Robles moved and Councilmember Aguilar seconded the motion to approve providing Vons/Safeway with additional Sheriff staffing, as requested,

and to accept the reimbursement offer from Vons/Safeway for associated costs. The motion carried by the following vote:

**ROLL CALL:**

**AYES:** Councilmembers/Board Members Altamirano, Aguilar, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Baca Del Rio (5)

**NOES:** None (0)

**ABSTAIN:** None (0)

**ABSENT:** None (0)

**ADJOURNMENT**

City Council and the Successor Agency adjourned at 9:16 p.m., to Tuesday, April 15 2014, at 5:00 p.m., in City Council Chambers.

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Lena Shumway  
City Clerk, CMC

**MINUTES OF THE ADJOURNED REGULAR MEETING  
OF THE CITY COUNCIL OF THE CITY OF COMMERCE  
TUESDAY, JANUARY 21, 2014**

Mayor Aguilar called the Adjourned Regular Meeting of the City Council to order at 4:08 p.m.

**Present:** Councilmembers Altamirano, Baca Del Rio (4:15 p.m.), Robles, Mayor Pro Tem Leon, and Mayor Aguilar; **Absent:** None

**PUBLIC COMMENT**

There were no individuals who wished to address the City Council on closed session matters.

**CLOSED SESSION**

The City Council convened to closed session at 4:09 p.m. for the following matter:

1. Pursuant to Government Code §54957, the City Council interviewed applicants for the position of Community Services Director and, thereafter, consider personnel matters related to the appointment of a Community Services Director.

The following items were not discussed by the City Council:

2. Pursuant to Government Code §54956.9(a), the **City Council** will confer with its legal counsel and take the appropriate action, with respect to the pending litigation of Amanda Liendo, et al. v City of Commerce, United States District Court for the Central District of California Civil Action Case No. CV13-8231.

3. Pursuant to Government Code §54956.9(b), the **City Council** will confer with its legal counsel, and take the appropriate action, with respect to significant exposure to litigation in one potential case.

4. Pursuant to Government Code §54957:

A. The City Council will consider personnel matters related to the appointment of a Director of Public Works and Development Services.

B. The City Council will consider personnel matters related to the appointment of a City Clerk.

5. Pursuant to Government Code §54957.6, the **City Council** will confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the Memorandum of Understanding on behalf of the Mid-management and Non-Management full-time employees.

**CITY ATTORNEY REPORT**

The City Council reconvened to open session at 6:44 p.m., and the City Attorney reported on the above listed matters:

1. City Council provided direction to the City Administrator by unanimous vote (Ayes: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar)
  
- 2 – 5. These matters were not discussed.

**ADJOURNMENT**

There being no further business to come before the City Council, the meeting was adjourned at 6:45 p.m.

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Lena Shumway  
City Clerk

**MINUTES OF THE  
CONCURRENT REGULAR MEETINGS OF  
THE CITY COUNCIL OF THE CITY OF COMMERCE AND  
THE GOVERNING BODY OF THE SUCCESSOR AGENCY TO  
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION  
(HEREINAFTER "SUCCESSOR AGENCY")**

**TUESDAY, JANUARY 21, 2014**

The meeting was called to order at 6:47 p.m. in the Council Chambers. **Present:** Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice-Chair Leon, and Mayor/Chair Aguilar (5); **Absent:** None (0). The Salute to the flag was led by Vilko Domic, Director of Finance, followed by an invocation offered by Rebecca Longoria at the request of Councilmember/Board Member Baca Del Rio.

**Staff Present:** Jorge Rifá, City Administrator, Eddie Olivo, City Attorney; Victoria Alexander, Deputy City Clerk/Secretary

**PUBLIC COMMENT**

The following individuals addressed the City Council on general matters within the Council's jurisdiction: Joanna Flores; Tony Huante; Sharon Rowe; Denise Silva, Field Representative for Assemblymember Cristina Garcia; Angelo Logan; Geoff Hedgepeth and Kassie Ngoy.

**CITY COUNCIL/SUCCESSOR AGENCY REPORTS**

Councilmember Altamirano

- Reported that he attended ribbon cutting at the New Emergency Operations Center (EOC) today
- Will attend the New Mayor and Councilmembers Academy sponsored by the League of California Cities in Sacramento, January 22-24, 2014

Councilmember Robles

- Went on the recent tour of the new Porto's factory located in Commerce
- Asked staff to publicize outreach efforts related to Affordable Health Care Act

Councilmember Baca Del Rio

- Asked for future agenda item to discuss emergency preparedness for residents
- Noted that the City is discussing the issue of increased number of idle trains on tracks in Commerce with Union Pacific Railroad

**AGENDA ITEM # 1**

- Noted that the new building under construction at Eastern and Washington Boulevard will house the Rolling Pin Bakery
- Noted that the Day of Service which was cancelled due to poor air quality as a result of the Colby fire in Glendora will be rescheduled for a later date

Mayor Pro Tem Leon

- Asked that a progress report on shelter locations for emergency situations be placed on a future agenda

Mayor Aguilar

- Noted that the City's 54<sup>th</sup> birthday will be on January 28, 2014

### CONSENT CALENDAR

Mayor Pro Tem/Vice Chair Leon moved, seconded by Councilmember/Board Member Baca Del Rio, to approve the Consent Calendar as presented (Items 1-10). Motion carried by the following vote:

- AYES: Councilmembers/Board Members Altamirano, Baca Del Rio, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor/Chair Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

#### 1 MEETING MINUTES

The City Council and Successor Agency approved, respectively, the minutes of the Special Meeting of Tuesday, January 7, 2013, held at 3:30 p.m.; and the Concurrent Regular Meetings of Tuesday, January 7, 2013, held at 6:30 p.m.

#### 2. WARRANT REGISTERS

The City Council and Successor Agency approved, respectively, the bills and claims set forth in Warrant Registers No. 12A, dated January 21, 2014, and 12B for the period January 8 – January 16, 2014.

#### 3. RESOLUTION NO. 14-03 – APPROVING AN AGREEMENT WITH ELIE FARAH, INC.

The City Council adopted Resolution No 14-03 approving an Agreement with Elie Farah, Inc., for the Engineering, Design and Construction Management Services for the City of Commerce Bus Shelter Project.

**4. RESOLUTION NO. 14-04 – APPROVING CONTRACTS FOR THE HOME PRESERVATION GRANT PROGRAM**

The City Council adopted Resolution No. 14-04 approving Housing Preservation Program Contracts for the Home Preservation Grant Program [Project No. 601074-13 Community Development Block Grant (CDBG) Program].

**5. RESOLUTION NO. 14-05 – ADOPTING THE POLICY FOR THE INVESTMENTS OF THE CITY OF COMMERCE FUNDS**

The City Council adopted Resolution No. 14-05 reviewing and adopting the Policy for the investments of the City of Commerce Funds.

**6. RESOLUTION NO. 14-06 – APPROVING A NEW MUNICIPAL LAW ENFORCEMENT AGREEMENT WITH THE COUNTY OF LOS ANGELES FOR SHERIFF’S DEPARTMENT LAW ENFORCEMENT SERVICES**

The City Council adopted Resolution No. 14-06 approving a new Municipal Law Enforcement agreement with the County of Los Angeles for Sheriff’s Department Law Enforcement Services.

**7. RESOLUTION NO. 14-07 – APPROVING REPORT RELATIVE TO MEASURES TAKEN TO ALLEVIATE THE CONDITIONS PREVIOUSLY IDENTIFIED AND LEADING TO THE ADOPTION OF A MORATORIUM ON THE ESTABLISHMENT, USE AND OPERATION OF PAWNBROKER, SECOND HAND DEALER, AND MONEY BROKER BUSINESSES**

The City Council adopted Resolution No. 14-07 approving the “Report of the City Council of the City of Commerce of measures taken to alleviate the conditions previously identified and leading to the adoption of a moratorium on the establishment, use and operation of pawnbroker, second hand dealer, and money broker businesses within the City of Commerce pursuant to Government Code Section 65858”.

**8. RESOLUTION NO. 14-08 - ACCEPTING THE WORK PERFORMED BY E.C. CONSTRUCTION COMPANY OF EL MONTE, CALIFORNIA**

The City Council adopted Resolution No. 14-08 accepting the work performed by E.C. Construction Company of El Monte, California, under the City of Commerce Standard Contract for Cash Contract No. 1113 – State Funded Project No. SR2SL-5362(013) Safe Route to School Improvements in the City of Commerce.



**9. RESOLUTION NO. 14-09 – APPROVING A REVISED AGREEMENT WITH INTEGRATED SECURITY, INC. AND REPEALING RESOLUTION NO. 13-141**

The City Council adopted Resolution No. 14-09 approving a revised Agreement with Integrated Security, Inc. and repealing Resolution No. 13-141.

**10. RESOLUTION NO. 14-10 – (SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION) APPROVING THE PROPOSED “ROADWAY, ACCESS AND MAINTENANCE EASEMENT DEEDS” FOR WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT.**

The Successor Agency adopted Resolution No. 14-10 approving the proposed “Roadway, Access and Maintenance Easement Deeds” for Washington Boulevard Widening and Reconstruction Project.

**SCHEDULED MATTERS**

**11. PARTNERSHIP PROPOSAL WITH THE ROD DEDEAUX FOUNDATION**

Robert Lipton, Assistant Director of Parks and Recreation, and Brett Dedeaux of the Rod Dedeaux Foundation gave a presentation to the City Council relative to the establishment of a partnership for the purpose of raising funds for the renovation of the Veterans Park Stadium. Councilmember Baca Del Rio moved, seconded by Mayor Pro Tem Leon, to approve establishment of a partnership between the City and the Rod Dedeaux Foundation. Motion was approved by the following vote:

- AYES:** Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES:** None (0)
- ABSTAIN:** None (0)
- ABSENT:** None (0)

**12. UPDATE ON BRISTOW PARK ACTION PLAN**

Los Angeles County Sheriff’s Captain James Wolak gave a power point presentation with respect to an update on the Bristow Park Action Plan. Following the presentation, Council discussion ensued. Mayor Pro Tem Leon moved, seconded by Councilmember Baca Del Rio, to receive and file the report. Motion was carried by the following vote:

- AYES:** Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES:** None (0)
- ABSTAIN:** None (0)

ABSENT: None (0)

**13. CIVIC AND SERVICE ORGANIZATIONS**

Scott Wasserman, Director of Parks and Recreation, reported to the City Council on the status of the City's Civic and Service Organization Program. Following the presentation, Council discussion ensued. Mayor Pro Tem Leon moved, seconded by Councilmember Baca Del Rio, to approve the Parks Commission's recommendation to eliminate the service Organizations from the City's Civic and Service Organization Program and provide a six month grace period for the five current service organizations to make other arrangements for meeting rooms. The motion was approved by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**14. STATUS UPDATE ON GREEN ZONES PROJECT**

Alex Hamilton, Interim Director of Public Works and Development Services, briefed the City Council on the status of the Green Zones Project and recommended that the Council conduct a study session within 30 days to discuss priorities and further direction on the next steps. Council discussion ensued. Councilmembers indicated that the new Director of Public Works and Development Services should be appointed prior to the holding of a study session on this matter. Following further discussion, Mayor Pro Tem Leon moved, seconded by Councilmember Baca Del Rio, to receive and file the status report. The motion was approved by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**15. STAFFING IN THE PUBLIC INFORMATION OFFICE**

Jorge Rifa, City Administrator, reported on the review of the staffing model in the Public Information Office – Division of the City's Administration Department. He noted that staff is not recommending any changes to existing service and/or staffing levels at this time. Mr. Rifa further recommended that should the Council wish to consider enhancing the PIO Division staffing model, staffing alternatives should be considered as part of the regular budget process. Following the presentation, Council discussion ensued.

Councilmember Baca Del Rio moved, seconded by Mayor Pro Tem Leon, to authorize funding and to open a full-time recruitment for a Media Specialist position for the PIO division within the City Administration Department. The motion carried by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Mayor Pro Tem Leon, and Mayor Aguilar (4)
- NOES: Councilmember Robles (1)
- ABSTAIN: None (0)
- ABSENT: None (0)

**16. CONTINUED DISCUSSION OF NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF COMMERCE**

City Attorney Olivo briefed the City Council on the issue of a newspaper of general circulation and the City's posting of notices. Following this presentation, Council discussion ensued. Councilmember Baca Del Rio moved, seconded by Councilmember Altamirano, to instruct the City Attorney to prepare a Resolution for Council approval documenting the policy to continue publishing notices in the Commerce Comet but also posting notices at the official locations cited in the City's Municipal Code. The motion carried by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**ORDINANCES AND RESOLUTIONS**

**17. ORDINANCE REPEALING SECTION 2.10.045 (CAMPAIGN CONTRIBUTION LIMITATIONS - NON-ELECTION YEARS)**

The proposed Ordinance was approved for first reading on December 17, 2013 and continued on January 7, 2014.

City Attorney Olivo discussed the proposed ordinance and recommended that the Council not consider the proposed ordinance for second reading, and instead instruct him to draft a new ordinance which contains a concise provision limiting campaign contributions to \$1,000 per contributor per calendar year as opposed to election year. The Council agreed to this direction by consensus vote.

**CIP PROGRESS REPORT**

**18. UPDATE ON THE SLAUSON AVENUE STREETS/SIDEWALK IMPROVEMENT AND TREE PLANTING CONCEPTUAL PROJECT**

Alex Hamilton, Interim Director of Public Works and Development Services and Ali Cayir, City Engineer briefed the Council with respect to an update on the Slauson Avenue Streets/Sidewalk Improvement and Tree Planting Conceptual Project. Following the presentation, Council discussion ensued. Councilmember Baca Del Rio moved, seconded by Councilmember Altamirano, that the Council receive and file the status update on the Slauson Avenue Street/Sidewalk Improvement and Tree Planting Conceptual Project. Motion carried by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

Mayor Pro Tem Leon moved, seconded by Councilmember Baca Del Rio that the City Council approve allocation of \$2.15 million dollars to the Slauson Avenue Streets/Sidewalk Improvement and Tree Planting Conceptual Project, and direct the City Attorney to prepare a resolution to be presented to Council on February 4, 2014 documenting this action. Motion carried by the following vote:

- AYES: Councilmembers Altamirano, Baca Del Rio, Robles, Mayor Pro Tem Leon, and Mayor Aguilar (5)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: None (0)

**ADJOURNMENT**

The City Council adjourned at 9:44 p.m. in memory of Ezekiel Munoz, longtime Commerce resident and husband of former City Councilmember Sylvia Munoz to Tuesday, February 4, 2014, at 5:00 p.m. in the City Council Chambers.

Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No.** 3

**FROM:** City Administrator

**SUBJECT:** Proclaim April 2014 as "Sexual Assault Awareness Month" and April 23, 2014 as "Denim Day"

**MEETING DATE:** April 15, 2014

---

### **RECOMMENDATION:**

Approve a proclamation proclaiming April 2014 as "Sexual Assault Awareness Month" and April 23, 2014 as "Denim Day" in the City of Commerce.

### **ANALYSIS:**

Peace Over Violence is asking government agencies to join them in supporting Sexual Assault Awareness Month and Denim Day on April 23, 2014. This campaign protests an Italian Supreme Court Decision to overturn a rape conviction because the victim wore jeans. The campaign draws attention to the fact that rape and sexual assault remains a serious issue in our society. The City Council strongly supports efforts to educate the community about the true impact of rape and sexual violence in Southern California.

### **ALTERNATIVES:**

1. Proclaim Sexual Assault Awareness Month and Denim Day
2. Provide staff with further direction

### **FISCAL IMPACT:**

This activity may be carried out without additional impact on the current operating budget.

### **RELATIONSHIP TO STRATEGIC GOALS:**

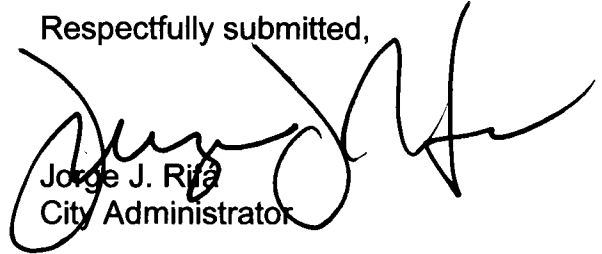
This matter is applicable to the following 2012 Strategic Goal: "Protect and Enhance the Quality of Life in the City of Commerce."

Recommended by:



Matthew C. Rodriguez  
Director of Safety & Community Services

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney

ATTACHMENT:

1. Proclamation

**A Proclamation of the City Council of the  
City of Commerce  
Designating the Month of April 2014 as “Sexual Assault Awareness” Month  
And Designating April 23, 2014 as “Denim Day”**

**WHEREAS**, the United States Government has declared April 2014 as “Sexual Assault Awareness Month” and Peace Over Violence has declared April 23, 2014 as “Denim Day” in Los Angeles County; and

**WHEREAS**, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

**WHEREAS**, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

**WHEREAS**, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

**WHEREAS**, every 1.3 seconds someone is raped in America, 1-in-3 girls and 1-in-5 boys will be sexually assaulted before 18 years of age, approximately 1-in-5 women are raped during their lifetime, and youths under 18 account for about 44% of all reported; and

**WHEREAS**, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

**WHEREAS**, the members of the City of Commerce City Council strongly support the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual assault in Southern California.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Commerce does hereby proclaim the month of April 2014 as “Sexual Assault Awareness Month”, designates April 23, 2014 as “Denim Day”, and urges everyone to wear jeans on April 23, 2014 to help communicate the message that there is “no excuse and never an invitation to rape.”

PASSED AND ADOPTED this 15<sup>th</sup> day of April 2014.

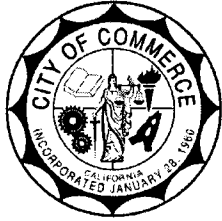
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Tina Baca Del Rio  
Mayor

ATTEST:

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Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 4

**FROM:** City Administrator

**SUBJECT:** A Proclamation to Proclaim April 2014 as "Child Abuse Prevention Month"

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

City Staff recommends that the City Council approve a Proclamation to proclaim April 2014 as "Child Abuse Prevention Month" in the City of Commerce.

### **ANALYSIS:**

*Prevent Child Abuse California* is the state chapter of Prevent Child Abuse America, whose purpose is to represent a national movement to eradicate child abuse and neglect throughout the United States. PCA CA has a presence in all 58 California counties as either a network of partnerships or a funded program.

The progress made in California's child abuse prevention efforts has been substantial. PCA CA has been in the forefront of legislative advocacy, provided training and support for those who work with and care for children, advocated for funding child abuse and neglect prevention endeavors, and developed and implemented a statewide network of child abuse prevention programs.

The City of Commerce supports *Prevent Child Abuse California's* efforts in preventing the abuse and neglect of California's children by building community resources, enhancing public awareness, developing and coordinating prevention programs, and facilitating advocacy activities. Therefore, the City will proclaim the month of April 2014 as Child Abuse Prevention Month.

### **ALTERNATIVES:**

1. Proclaim Child Abuse Prevention Month; or
2. Provide staff with further direction



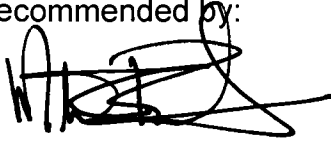
**FISCAL IMPACT:**

This activity may be carried out without additional impact on the current operating budget.

**RELATIONSHIP TO STRATEGIC GOALS:**

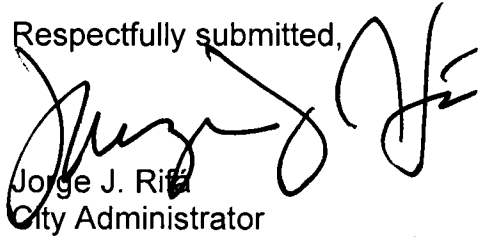
This matter is applicable to the following 2012 Strategic Goal: "Protect and Enhance the Quality of Life in the City of Commerce."

Recommended by:



Matthew C. Rodriguez  
Director of Safety & Community Services

Respectfully submitted,



Jorge J. Rizo  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENT:**

1. Proclamation

**A Proclamation of the City Council  
of the  
City of Commerce  
Designating the Month of April 2014  
as  
CHILD ABUSE PREVENTION MONTH**

**WHEREAS**, the City of Commerce City Council cares deeply about the welfare of the children of this city;

**WHEREAS**, preventing child abuse and neglect is a social issue that to be successful depends on involvement from the entire community;

**WHEREAS**, child abuse and neglect not only directly harms children, but also increases the likelihood of long-term physical, psychological, and social problems;

**WHEREAS**, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope;

**WHEREAS**, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community;

**WHEREAS**, child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment;

**WHEREAS**, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community;

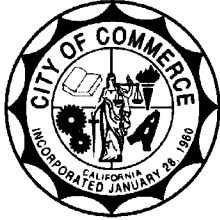
**NOW THEREFORE**, I, Tina Baca Del Rio, Mayor of the City of Commerce, do hereby join *Prevent Child Abuse California* in proclaiming April as Child Abuse Prevention Month and call upon all citizens, community agencies faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of April 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No. 5**

**FROM:** City Administrator

**SUBJECT:** West Nile Virus and Mosquito and Vector Control Awareness Week

**MEETING DATE:** April 15, 2014

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### RECOMMENDATION:

The City Council proclaims the week of April 20-26, 2014 as West Nile Virus and Mosquito and Vector Control Awareness Week in the City of Commerce and directs staff to follow the recommendations provided by the Greater Los Angeles County Vector Control District.

### ANALYSIS:

The City of Commerce is partnering with the California Legislature and the Mosquito and Vector Control Association of California to declare **April 20 through April 26** to be **West Nile Virus and Mosquito & Vector Control Awareness Week**. This Awareness Week kicks off the start of a busy mosquito season and serves as a reminder to California residents of the serious threat mosquitoes and other vectors pose to the health of our communities.

### Current public health concerns include the following:

- **West Nile virus is present in every city** and affects hundreds of residents in Los Angeles County every single year.
- This year's **drought and warm winter increases the risk** of earlier and more significant West Nile virus transmission.
- The invasive Asian tiger mosquito has been found in the San Gabriel Valley. Its eggs can easily be transported in a bucket or plant saucer and create a **new infestation in your city**.

The Greater Los Angeles County Vector Control District is helping Commerce and other communities by having State-certified specialists and vector ecologists monitor and control vectors such as mosquitoes, black flies and midges. In addition, GLACVCD staff are working diligently to control and to eradicate the aggressive Asian tiger mosquito infestation from Southern California.

To help in this effort the City of Commerce will place West Nile information in the "Report to the People" newsletter, as well as on Commerce Cable Channel 3 and 32, the City's website and social media pages.

The GLACVCD would like us to remind residents that **they should report daytime mosquito bites or sightings** to District staff and eliminate standing water sources around their homes. The Santa Fe Springs office can be reached by calling (562) 944-9656 and service requests can also be submitted online at [www.glacvcd.org](http://www.glacvcd.org).

**ALTERNATIVES:**

1. Provide staff with additional direction.

**FISCAL IMPACT:**

This activity may be carried out without additional impact on the current operating budget.

**RELATIONSHIP TO STRATEGIC GOALS:**

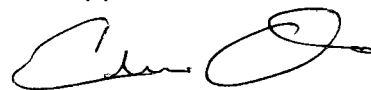
This presentation relates to Strategic Planning Goal #5: Implement Strategic Communication Plan for all Key Stakeholders. Utilizing the televised City Council meeting and the City's other communication vehicles provides community education and information about West Nile Virus, a key issue important to the City and its stakeholders.

Respectfully submitted,



Jorge Rifa  
City Administrator

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

**A PROCLAMATION OF THE CITY COUNCIL  
DECLARING THE WEEK OF APRIL 20-26, 2014 AS WEST NILE VIRUS AND  
MOSQUITO AND VECTOR CONTROL AWARENESS WEEK IN THE CITY OF  
COMMERCE**

WHEREAS, West Nile Virus is a disease transmitted by mosquitoes that was first detected in the United States in 1999 in New York State having since spread to 48 states including California; and

WHEREAS, West Nile Virus is present in every city and affects hundreds of residents in Los Angeles County every single year; and

WHEREAS, West Nile Virus has compelled the State along with local governments, including the City of Commerce to make substantive efforts to minimize the spread of the virus; and

WHEREAS, While West Nile Virus transmission remains a risk, continuing education, public outreach, enhanced human surveillance and epidemiological investigations have been effective in reducing the risk of West Nile Virus infection; and

NOW, THEREFORE BE IT RESOLVED THE COMMERCE CITY COUNCIL  
HEREBY PROCLAIMS APRIL 20-26 AS WEST NILE VIRUS AND MOSQUITO  
AND VECTOR CONTROL AWARENESS WEEK IN THE CITY OF COMMERCE  
TO EDUCATE THE COMMUNITY AND REDUCE WEST NILE VIRUS RISK TO  
THE PUBLIC.

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Tina Baca Del Rio  
Mayor

ATTEST:

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Lena Shumway,  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No. 6**

**FROM:** City Administrator

**SUBJECT:** 2014 Youth Education and Service (Y.E.S.) Leadership & Mentoring Program

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

The City Council will consider and take the appropriate action with respect to the 2014 Commerce Summer Youth Education and Service (Y.E.S.) Leadership & Mentoring Program beginning July 1, 2014.

### **ANALYSIS:**

Over the past sixteen (17) summers, the City of Commerce, Human Resources Department has administered a very successful and valuable Summer Youth Education and Service Program. This program affords Commerce youth meaningful job/volunteer placements and created an awareness of City services. The program has been mutually enriching to both youth and the City. In 2013, the City budgeted for 85 positions, but enrollment ended up at 65 youths in positions around the City.

This Leadership & Mentoring program is designed to provide Commerce youth with an opportunity to gain valuable volunteer experience and serve their City. City of Commerce staff who supervise the youth, also serve as mentors and pass on valuable work/life experience to the students they manage. Both youth and supervisor gain dividends from participating in the program.

In 2010, the City Council approved by Resolution No. 10-23 the following criteria for this program:

- Current City Resident Activity Card is required for program participation.
- Grandparent Resident Activity Cards are excluded from eligibility.
- Pre-qualified applicants will be selected for employment with participating departments based upon a lottery process. Those applicants not selected by any of the departments will be replaced with applicants from additional lottery drawings.
- Ages 14 to 19 years old are eligible to participation in the program.
- Two (2) summers maximum eligibility period.

Youth receive a \$500 dollar stipend at the completion of the YES Leadership & Mentoring program and volunteer in entry-level services as identified by various departments supporting this endeavor. The Human Resources Department takes the leading role in administering the YES Leadership & Mentoring program.

**ALTERNATIVES:**

1. Status Quo
2. Reduce allocation to accommodate 65 youth (\$32,500)

**FISCAL IMPACT:**

As proposed, the cost of this program is \$42,500 (assuming 85 youth participating) and those funds will be included in the 2014-15 budget.

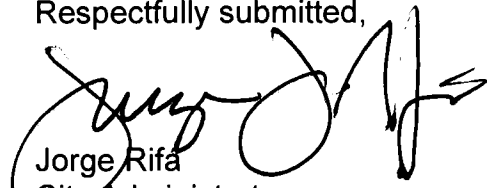
**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item report relates to the 2012 strategic goal:  
*"Promote awareness and education on programs and job descriptions through employee orientations, mentoring and coaching."*


Recommended by:

  
Michael Casalou  
Director of Human Resources


Respectfully submitted,

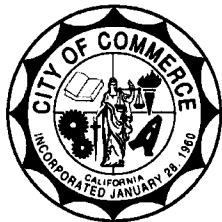
  
Jorge Rifa  
City Administrator

Reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

**Item No.** 1

**FROM:** City Administrator

**SUBJECT:** Proposed Amendment to the Personnel Classification and Compensation Plan to Revise the Classification Specifications for Recreation Aide, Recreation Leader, Senior Recreation Leader, Park Maintenance Trainee and Park Maintenance Worker

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

City staff is recommending the City Council amend the Classification and Compensation Plan by revising the current classification specifications for the Recreation Leader job series and the Park Maintenance job series.

### **ANALYSIS:**

Personnel Policy and Procedure's, Classification Plan Administration (II-1) provides the procedure for implementing or revising the City of Commerce Classification Plan within the City's workforce. Staff is recommending the following changes to the Recreation Leader job series:

- 1) Recreation Aide – The change being proposed would be to maintain the existing minimum requirements, but to consider this job specification as the entry level in the Recreation Leader job series. This will allow the incumbent Recreation Aide who successfully completes the 6 month training period to be promoted to Recreation Leader. This is also similar to the Park Maintenance job series where a Park Maintenance Trainee will promote to Park Maintenance Worker after the successful completion of a 6-month training period.
- 2) Recreation Leader – The change being proposed is to add the following language to the Minimum Qualifications:

*“OR an equivalent of 6 months of paid or volunteer experience in the City of Commerce working in any type of recreation programs...”*

The intent is to provide the opportunity to compete by expanding the applicant pool and allowing any current or former City employee who might reasonably have the ability to do the job, but does not meet the work experience requirement.



- 3) The City agreed in the CCEA Part-time Employee 2013-15 MOU to review the requirement for Class B licenses for employees assigned to the Parks and Recreation Department. Both Recreation Leader and Senior Recreation Leader will have the same required licenses:

“Must possess a current California Class C Driver’s License at time of application and must obtain a Class B License with a passenger endorsement within 90 days of appointment.”

- 4) The Required Certification in the Recreation job series will be revised to state:

“CPR/AED/First Aid Safety training is required within 90 days of appointment”

Staff is recommending the following changes to the Park Maintenance Series:

- 1) Park Maintenance Trainee – Added under the Distinguishing Characteristics section, to read:

“Park Maintenance Trainees participate in a formal training program and are expected to successfully complete the training program within six (6) months. Park Maintenance Trainees shall promote to part-time Park Maintenance Worker after successfully acquiring the minimum experience, education and abilities to perform at the Park Maintenance Worker level and after receiving a satisfactory performance evaluation.”

Also, another change being proposed is to specify the educational requirements of High School Diploma or GED equivalent similar to the Park Maintenance Worker. This will allow the Park Maintenance Trainee to smoothly transition into the Park Maintenance Worker level after the successful completion of the 6-month training period.

- 2) Park Maintenance Worker – The change being proposed is to add the following language to the Minimum Qualifications:

“OR the successful completion of six (6) months training period as a Park Maintenance Trainee with the City of Commerce”.

Also, the Required Licenses and Certifications have been revised that will satisfy the current requirements, that is, a Class C Driver’s License and training and certification for herbicide/pesticide application for some incumbents.

These changes were discussed and approved by the Joint Labor/Management Committee.

#### **ALTERNATIVES:**

1. Make no changes to the identified job specifications for the Recreation job series and Park Maintenance job series.

2. Approve the recommended changes.

**FISCAL IMPACT:**

This activity may be carried out without additional impact on the current operating budget.

**RELATIONSHIP TO STRATEGIC GOALS:**

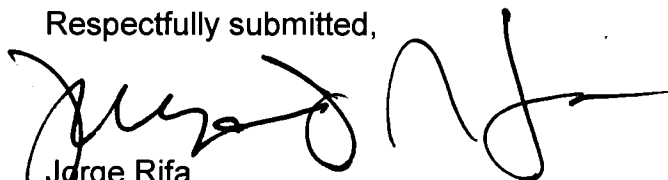
This item is not related to a specific 2012 Strategic goal.

Recommended by:



Michael A. Casalou  
Director of Human Resources

Respectfully submitted,



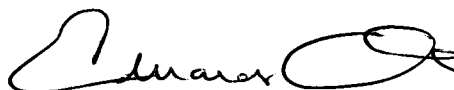
Jorge Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Recreation Aide Job Specifications Draft
2. Recreation Leader Job Specifications Draft
3. Senior Recreation Leader Job Specifications Draft
4. Park Maintenance Trainee Job Specifications Draft
5. Park Maintenance Leader Job Specifications Draft



## City of Commerce

### RECREATION AIDE

Department: **Parks & Recreation**

Class Code: **5655**

Revised Date: **March ~~April~~ 2014**

FLSA Status: **Non-Exempt**

**GENERAL PURPOSE:** Under close supervision, assists in conducting recreation activities for various age groups as assigned; assists in performing a variety of activities in support of City of Commerce recreation programs, including customer service, and clerical, and assisting with the supervision of individual and team sports, events, classes, special programs and recreational activities.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Participates in and conducts recreation activities; attends staff meetings, reviews current programs and makes recommendations to immediate supervisor; and assists in supervising participants involved in recreation programs.
- Assists in keeping score or records for citywide youth sports program, as needed.
- Assists in conducting the after-school programs, special events, and youth sports as assigned.
- Assists as a chaperone at dances, excursions or special events.
- Assists staff in observing volunteers to ensure they are meeting city and department requirements, and make recommendations to immediate supervisor.
- Develops participant and spectator interest, enthusiasm and participation.
- Issues, collects and properly maintains city equipment and supplies.
- Assists in the set-up of rooms for activities, meetings and programs.
- Assists in conducting facility rentals to ensure applicant or user complies with city and department policies and procedures.
- Assists an inquiring customer about programs/services offered, by familiarizing with the department flyers and publications so accurate information is shared.

#### **DISTINGUISHING CHARACTERISTICS:**

**Recreation Aide is the entry level in the Recreation Leader job series; after successful completion of 6 months training period, the incumbent is promoted to Recreation Leader.**

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

No experience required.

## **JOB DESCRIPTION**

### **Recreation Aide**

#### **Required Licenses or Certifications:**

- ~~CPR/AED/First Aid Safety training is required within 90 days of appointment; may be Required to pass a background investigation.~~
- ~~First Aid CPR AED training is required. Required to pass a background investigation.~~

#### **Required Knowledge of:**

- City policies and procedures.
- Customer service standards and protocols.
- City policies, rules and regulations governing public events and community programs.
- Occupational hazards and safety precautions

#### **Required Skill in:**

- Providing effective customer service, and dealing tactfully and courteously with the public.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

#### **Physical Demands / Work Environment:**

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.



## City of Commerce

### RECREATION LEADER

Department: **Parks & Recreation**

Class Code: **5650**

Revised Date: **March-April 2014**

FLSA Status: **Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, performs a variety of activities in support of City of Commerce recreation programs, including customer service, instruction, and assisting with the supervision of individual and team sports, events, classes, special programs and recreational activities.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Leads recreation program activities; sets up recreation sites and facilities for events and scheduled programs; duties will vary according to job assignment.
- Organizes recreation activities, and enforces rules, regulations and safety precautions at indoor and outdoor recreation facilities; maintains discipline, monitors behavior and resolves issues.
- Instructs various arts, crafts, games, classes and sports; explains the rules and techniques for specific activities; evaluates performance of program participants and assists with skills improvement.
- Assists with and conducts various programs and activities for children, young adults, and adults; supervises and leads program participants in diversified recreational programs; assures supplies, equipment and facilities are in order, and requests supplies as needed.
- Answers public questions and telephone inquiries at centers or facilities; provides basic recreation program information to participants and the public; checks for membership cards; responds to complaints and requests for information within the scope of authority.
- Maintains routine attendance and participant progress records as necessary; checks out and checks in recreation and athletic equipment, games, materials and supplies.
- Advises participants and general public of structure and content of various programs.
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.
- Assists in maintaining general appearance of assigned facility by performing minor cleaning, arranging equipment and any other minor duties that may be required.

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

High School diploma or GED equivalent; AND one year of work experience in recreation programs OR an equivalent of 6 months of work and paid/volunteer experience in the City of Commerce working in any type of recreation programs (arts, crafts, games, classes, sports, special events, and/or customer service in recreation services/programming).

## **JOB DESCRIPTION**

### **Recreation Leader**

#### **Required Licenses or Certifications:**

- ~~Must possess a current California Class C driver's Driver's license License at time of application and must obtain a Class B License with a passenger endorsement within 90 days of appointment.~~
- ~~Required to pass a background investigation.~~
- ~~CPR/AED/First Aid Safety training is required within 90 days of appointment; may be required to pass a background investigation.~~
- ~~Must possess a current California Class C driver's license at time of application and must obtain a Class B license with a passenger endorsement within 90 days of appointment. First Aid CPR AED training is required. Required to pass a background investigation.~~

#### **Required Knowledge of:**

- City policies and procedures.
- Customer service standards and protocols.
- City policies, rules and regulations governing public events and community programs.
- Occupational hazards and safety precautions

#### **Required Skill in:**

- Providing effective customer service, and dealing tactfully and courteously with the public.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

#### **Physical Demands / Work Environment:**

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.
- This is a safety sensitive position subject to drug and alcohol testing according to City policy.



## City of Commerce

### SENIOR RECREATION LEADER

Department: **Parks & Recreation**

Class Code: **5645**

Revised Date: **April 2009**April 2014

FLSA Status: **Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, leads recreational activities for the City of Commerce, including instruction and supervision of individual and team sports, events, classes, special programs and recreational activities.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Organizes, schedules, develops and implements recreation activities, sports programs, athletic contests, sporting events, games, classes, and special programs and events; assures activities are in compliance with all laws, policies, regulations and goals; duties will vary according to job assignment.
- Trains and coordinates the work of volunteers and part-time staff; assures that staff maintains safe, playable, and aesthetically pleasing recreation venues and events, and adhere to policies and procedures for efficient and safe operations.
- Assists in the supervision of assigned staff and oversight of recreation activities and office operations.
- Supervises program participants, and enforces rules, regulations and safety precautions at indoor and outdoor recreation facilities; maintains discipline, monitors behavior and resolves issues; monitors program activities, and assists participants in recreation activities and special programs; reports and resolves complaints, requests, safety conditions, security issues and illegal activities.
- Sets up and takes down equipment and prepares venue for activities and events; supervises and coaches participants; maintains equipment and facilities in clean and safe condition; communicates with general public, community resource agencies, and other organizations in order to coordinate and promote program activities.
- May act as sports/recreation leader, coach and referee for organized recreational activities; determines appropriateness of activities for juveniles; controls, maintains and issues an assortment of athletic equipment; communicates and enforces rules, safety and good sportsmanship.
- Instructs various arts, crafts, games, classes and sports; explains the rules and techniques for specific activities; evaluates performance of program participants and assists with skills improvement.
- Evaluates programs for effectiveness and participation levels, assists in the development of new programs, and recommends program changes; tracks services provided, monitors results, and generates operational reports as needed.

#### **DISTINGUISHING CHARACTERISTICS:**

Recreation Leader, Senior is the senior level in the job series; this class differs from the Recreation Leader by responsibilities for training and overseeing staff, and technical skills requirements.

## **JOB DESCRIPTION**

### **Senior Recreation Leader rev 2014~~Senior Recreation Leader~~**

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

High School diploma or GED equivalent; AND two year's experience in recreation programs.

##### **Required Licenses or Certifications:**

- Must possess a current California Class C Driver's License at time of application and must obtain a Class B License with a passenger endorsement within 90 days of appointment.
- Required to pass a background investigation.
- CPR/AED/First Aid Safety training is required within 90 days of appointment; may be required to obtain specific training and technical certifications.

- ~~Must possess a current California Class C driver's license at time of application. First Aid CPR AED training is required. Required to pass a background investigation; may be required to obtain specific training and technical certifications.~~

##### **Required Knowledge of:**

- City policies, rules and regulations governing the conduct and safety of persons using municipal recreational facilities, programs and equipment.
- Purpose, use and benefits of municipal recreational activities.
- Customer service standards and protocols.
- Occupational hazards and safety precautions

##### **Required Skill in:**

- Supervising and controlling recreation activities and participants.
- Coordinating work activities and training part-time recreation staff and volunteers.
- Promoting and enforcing safe work practices
- Providing effective customer service, and dealing tactfully and courteously with the public.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

##### **Physical Demands / Work Environment:**

- Work is performed indoors and outdoors at City recreation facilities and venues; required to perform moderate physical work, and lift and carry up to 50 pounds.
- This is a safety sensitive position subject to drug and alcohol testing according to City policy.





## City of Commerce

### PARK MAINTENANCE TRAINEE

Department: **Parks & Recreation**  
Revised Date: **April ~~March~~ 2009 2014**

Class Code: **5720**  
FLSA Status: **Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, performs semiskilled general labor work in cleaning and maintenance of City parks and building grounds.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Performs basic parks and grounds maintenance duties to maintain the appearance of City property; follows all safety rules and regulations to minimize risk of accidents.
- Operates basic equipment and performs manual labor tasks, including weed control, mowing, and watering; cleans up trash and debris; prunes and trims trees and shrubs; loads and hauls materials.
- Assists in the maintenance and repair of irrigation systems, sprinklers, lawns, sports fields, landscaping and other park facilities; sweeps and cleans parks facilities, grounds and adjacent areas.
- Inspects and maintains assigned equipment and small tools for proper operating condition; completes minor repairs on cleaning equipment as needed.
- Responds as directed to perform emergency cleaning and maintenance work as required.

#### **DISTINGUISHING CHARACTERISTICS**<sup>[M N1]</sup>:

Park Maintenance Trainees participate in a formal training program and are expected to successfully complete the training program within six (6) months. Park Maintenance Trainees shall promote to part-time Park Maintenance Worker after successfully acquiring the minimum experience, education and abilities to perform at the Park Maintenance Worker level and after receiving a satisfactory performance evaluation.

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

~~No specific educational requirements;~~ High School Diploma or GED equivalent is ~~preferred~~ required. One year of experience in landscaping work is preferred.

##### **Required Licenses or Certifications:**

- ~~Must be able to acquire a valid California Driver's License within six months of hire.~~
- Must possess a current California Class C driver's license at time of appointment. Required to pass a background investigation.

## **JOB DESCRIPTION**

### **Park Maintenance Trainee**

#### **Required Knowledge of:**

- City policies and procedures.
- Occupational hazards and safety precautions

#### **Required Skill in:**

- Operating and maintaining tools and equipment in a safe and effective manner.
- Closely following verbal and written instructions and procedures.

#### **Physical Demands / Work Environment:**

- Work is performed outdoors; required to perform moderate physical work, and lift and carry up to 50 pounds.



## City of Commerce

### PARK MAINTENANCE WORKER

Department: **Parks & Recreation**

Class Code:

**5715**

Revised Date: **January April 2014**

FLSA Status:

**Non-Exempt**

**GENERAL PURPOSE:** Under general supervision, performs general labor and maintenance of City Parks, park facilities, lawns, grounds, street medians and other cultivated areas in the City, in accordance with all safety regulations and procedures.

#### **PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Operates a variety of specialized equipment and performs manual labor tasks in order to maintain clean, safe, attractive and user-friendly park system; maintains park facilities, lawns, grounds, sport courts, ball fields, cultivated areas, street medians, and City facilities as assigned; follows all safety rules and regulations to minimize risk of accidents.
- Performs a variety of Park grounds maintenance activities, including fertilizing, weed control, pest control, mowing, seeding and watering procedures; cleans up trash and debris; prunes and trims trees and shrubs; plants and extracts trees; loads and hauls materials.
- Maintains and repairs irrigation systems, sprinklers, lawns, sports fields, bleachers, landscaping and other park facilities; sweeps and cleans parks facilities, grounds and adjacent areas.
- Performs basic inspection and maintenance on tools, equipment, park equipment and motorized machinery; performs minor repairs to grounds maintenance equipment.
- Operates a variety of vehicles and equipment in accordance with all safety regulations and procedures; identifies and reports mechanical problems requiring additional repair.
- Cleans and maintains park facilities, apparatus, shelter and equipment.
- Performs setup and teardown and other tasks for special City events as directed.
- Monitors work site to assure that safety rules and regulations are adhered to, and that the work zone and all equipment are in safe operating condition.
- Recognizes, avoids, and reports unsafe acts, conditions, accidents and injuries.
- Responds as directed to perform emergency cleaning and maintenance work as required.

#### **DISTINGUISHING CHARACTERISTICS:**

This classification is the second level position in the Park Maintenance Worker series, and differs from the entry-level Park Maintenance Trainee by the ability to work independently, and required experience in the maintenance and repair of grounds and shelters.

#### **MINIMUM QUALIFICATIONS:**

##### **Education and Experience:**

## **JOB DESCRIPTION**

### **Park Maintenance Worker**

High School Diploma or GED equivalent AND two years experience in landscaping work OR the successful completion of six (6) months training period as a Park Maintenance Trainee with the City of Commerce.

#### **Required Licenses or Certifications:**

- Must possess a valid California Class C Driver's License; ~~Must complete the JPIA training course in Flagging Safety; training Training~~ and certification for herbicide/pesticide application may be required for some incumbents.

#### **Required Knowledge of:**

- City policies and procedures.
- Methods, materials, tools and equipment used in parks maintenance.
- Irrigation systems, landscaping equipment and basic repair techniques.
- Regulations on the use and application of chemical pesticides, safety and clean up.
- Federal, state and City safety rules and regulations.
- Occupational hazards and safety precautions

#### **Required Skill in:**

- Operating and maintaining power and hand tools and equipment in a safe and effective manner.
- Safe and efficient operation and maintenance of equipment according to standard operating and safety procedures.
- Safe use of chemicals, pesticides, herbicides and cleaning compounds.
- Performing heavy manual labor including lifting and carrying heavy objects.
- Closely following verbal and written instructions and procedures.

#### **Physical Demands / Work Environment:**

- Work is performed outdoors; required to perform moderate physical work, and lift and carry up to 50 pounds.



# CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No.** 8  
**FROM:** City Administrator  
**SUBJECT:** Single Audit Report on Federal Awards for Fiscal Year Ended June 30, 2013  
**MEETING DATE:** April 15, 2014

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## RECOMMENDATION:

Receive and file Single Audit Report on Federal Awards for fiscal year ended June 30, 2013.

## ANALYSIS:

The Single Audit Report on Federal Awards for fiscal year ended June 30, 2013 for the City of Commerce is presented herein under separate cover.

## ALTERNATIVES:

There are no alternatives for this item.

## FISCAL IMPACT:

This activity may be carried out without additional impact on the current operating budget.

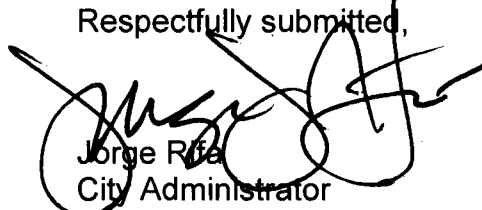
## RELATIONSHIP TO STRATEGIC GOALS:

This item is not related to a specific 2012 Strategic goal.

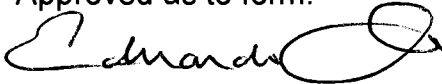
Recommended by:

  
Vilko Domic  
Director of Finance

Respectfully submitted,

  
Jorge Rifa  
City Administrator

Approved as to form:

  
Eduardo Olivo  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 9

**FROM:** City Administrator

**SUBJECT:** A Resolution Approving the Second Amendment to Agreement with HdL Software, LLC to Include HdL's New HdL Prime Business Software System with Web Module and Related Services

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

Approve and adopt the Resolution approving the Second Amendment to Agreement with HdL Software, LLC to include HdL's new HdL prime business software system with web module and related services; and assign the number next in order.

### **BACKGROUND/ANALYSIS:**

On August 12, 1997, the City and HdL Software LLC entered into an Agreement for Business License Software and related services. The current HdL Business License Software streamlines many aspects of business licensing.

Customer trends and technology have drastically changed in the past 16 years where e-business and going "Green" have become driving forces in today's economy.

In response to these changes, HdL's Software has evolved into a new platform that is tailored to meet current technology trends and customer needs. This new platform (upgrade) features information components that allow real-time updates from any designated device (e.g. ipad, laptop, and desktop) and much more.

Recent studies indicate that the demand for online services is increasing each year. As result, holiday shopping promotions now offer "Cyber Monday" and "Black Friday". Many learning institutions offer online registration and online courses. Financial institutions offer online banking, etc.

Many Citadel retailers and large fulfillment businesses have their corporate offices out-of-state. They will benefit from an online application process because it would resolve logistic issues between local staff and corporate staff. Many Commerce businesses cater to the e-commerce sector where increasing the number of distribution centers or outsourcing fulfillment services translate to faster delivery times.

The launch of the City's new website has successfully generated more email inquiries from the Business License web page. Many of these inquiries pertain to whether there is an online business license application or renewal process.

Because there is no online process to automate the application processing, Business License staff does their best to handle these requests by emailing the forms and offering the option to pay with a credit card by phone. However this method is still a manual process.

Increasing phone payment and email transactions are tying up valuable staff time needed for the customer at the public counter. These are customers that need to reload their senior resident bus pass or need to pay other city fees such as building permit fees.

Seventeen percent of our business license customers are Contractors and subcontractors. They are the most vigilant in expressing their desire to apply for, or renew, a business license online.

Other cities are experiencing similar issues, as evident in a recent survey of cities who offer online services. The survey results indicate that an online business license process increases efficiency because it frees up staff time to work on other projects. All reported that an online system saves money in terms of postage; envelopes, paper, etc. (refer to attached survey).

The City Business License software upgrade and web component are needed to provide staff with the necessary tools to process payments and applications efficiently and effectively. But more importantly, it provides the customer with the means to do business at their convenience, so they can focus on managing day-to-day tasks.

The City Council approved a \$24,800 budget appropriation to fund the business license software upgrade. The cost to implement the upgrade and web components is:

Implementation, data migration, training	\$19,600	One-time cost
Annual Web License Fee	\$4000	Per year; (in addition to annual user license fee of \$4,150 that we currently pay)

HdL will link the web module to one of their gateway payment providers at no additional cost to the City.

Staff proposes to use the services of Authorize.net as the gateway payment provider. Below is the cost breakdown for this service:

One-time Set up Fee	\$99.00	
Monthly Service Fee	\$18.00	
Transaction Fee	\$0.10	Per transaction
Batch Fee	\$0.25	Per Batch (1 batch per day, if any)

Staff recommends passing the "convenience fee" to the customer to offset the cost incurred by the online payment gateway service provider. The estimated cost to the City is approximately \$831 per year. Council may want to consider this option. Bank credit card transaction fees are much higher, and the City is already absorbing this cost.

A "convenience fee" (online payment transaction fee) is not the credit card transaction fee we pay to our bank. The estimated cost to the customer per transaction is approximately \$0.75 per transaction.

Keep in mind that an increasing e-business sector is an indication that customers are willing to pay a convenience fee in order to conduct business on their schedule. For example, the construction contractor located in Riverside would rather apply for, or renew, their business license online than spend money on gas or spend time in lengthy commutes.

**ALTERNATIVES:**

1. Authorize the Mayor to execute the agreement and pass the convenience fee to the customer
2. Authorize the Mayor to execute the agreement and have the City absorb the convenience fees
3. Provide staff with further direction

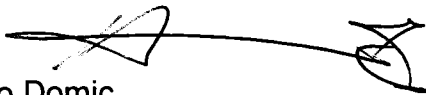
**FISCAL IMPACT:**

\$4000 per year/ web user license; approximately \$831 per year in convenience fees (average of 450 transactions per month) or \$0 in convenience fees if paid by the customer.

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda item report is applicable to the following council strategic goals: "Grow revenues to ensure all expenses are being met so that we can remain fiscally responsible and continue to provide service to residents" and "Implement strategic communication Plan for all key stakeholders".

Recommended by:



Vilko Domic  
Director of Finance

Respectfully submitted,



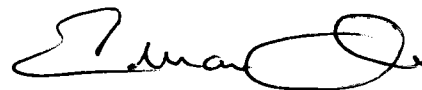
Jorge Rifa  
City Administrator

Prepared by:



Maria E. Ibarra Villaseñor  
Business License Officer

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Resolution
2. Agreement
3. Online Business License Survey
4. Home Depot News Article



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING THE SECOND AMENDMENT TO AGREEMENT WITH  
HDL SOFTWARE, LLC TO INCLUDE HDL'S NEW HDL PRIME BUSINESS  
SOFTWARE SYSTEM WITH WEB MODULE AND RELATED SERVICES

WHEREAS, on August 12, 1997, the City and HdL Software LLC entered into an Agreement for Business License Software and related services. The current HdL Business License Software has been a great system that streamlines many aspects of business licensing; and

WHEREAS, customer trends and technology have drastically changed in the past 16 years where e-business and going "Green" have become driving forces in today's economy; and

WHEREAS, HdL's Software has evolved into a new platform that is tailored to current technology trends and customer needs. This new platform (upgrade) features information components that allow real-time updates from any designated device (e.g. ipad, laptop, and desktop) and much more; and

WHEREAS, since the launch of the City's new website platform, Business License is seeing an increase in email inquiries from the Business License web page. Because there is no online process, Business License staff does their best to handle these inquiries by email and accept phone payments with a credit card. However the increase in phone payment and email transactions are taking up more staff time and tying up valuable staff time needed for the customer at the public counter; and

WHEREAS, the City Business License software upgrade and web component are needed to provide staff with the necessary tools to process payments and applications more efficiently and effectively and to provide the customer with the means to do business at their convenience, so they can focus on managing their day-to-day tasks.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. The Second Amendment to Agreement for Business License Software and Services between the City of Commerce and HdL Software, LLC is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

Resolution No. \_\_\_\_\_  
Page 2

PASSED, APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Tina Baca Del Rio  
Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

## AMENDMENT TO AGREEMENT FOR BUSINESS LICENSE SOFTWARE AND SERVICES

This Amendment to Agreement for Business License Software and Services is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2014 ("Agreement Date"), by and between the **City of Commerce**, a municipal corporation, hereinafter referred to as City, and **HdL Software, LLC**, a California company, hereinafter referred to as HdL.

### RECITALS:

WHEREAS, HdL and City entered into that certain Agreement for Business License Software and Services dated August 12, 1997 ("Original Agreement"), whereby HdL agreed to provide HdL's Business License Software System and related services; and

WHEREAS, HdL and City entered into that first Amendment to Agreement for Business License Software and Services dated October 2, 1997 ("Original Agreement"), whereby HdL agreed to provide City with one additional user license to the HdL Business License Software System and related services; and

WHEREAS, HdL and City now desire to amend the Agreement to include HdL's new HdL Prime Business License Software System with Web Module and related services, and provide for the compensation of the new system on the terms and conditions set forth herein;

THEREFORE, it is agreed by City and HdL as follows:

**1. SCOPE OF SERVICES**

Specific services to be performed by HdL are as described in **Exhibit A**.

**2. SCHEDULE OF SERVICES**

A Schedule of Services for this project is described in **Exhibit B**.

**3. COMPENSATION**

City agrees to compensate HdL for services under this Agreement as described in **Exhibit C**.

**4. MAINTENANCE AND SUPPORT**

HdL will provide customer support by telephone, email and the web as needed by the City as described in **Exhibit D**.

**5. SYSTEM REQUIREMENTS**

The software and database will be installed on the City's network on hardware supplied by the City. Detailed system requirements are provided in **Exhibit E**.

**6. TERM OF AGREEMENT**

The term of this Agreement shall commence on the above written date (the "Agreement Date") and shall continue each year thereafter until termination is requested. The process for termination can be found in **Exhibit F**.

**7. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions for this Agreement are as described in **Exhibit F**.

**8. AFFIDAVIT OF DESTRUCTION**

The Affidavit of Destruction for this Agreement is described in **Exhibit G**.

**NOTICE:**

All notices required by this Agreement shall be given to the City and to HdL in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City                      City of Commerce  
                                 Attn: Jorge Rifa  
                                 2535 Commerce Way  
                                 Commerce, California 90040

HdL                        HdL SOFTWARE, LLC  
                                 1340 Valley Vista Drive, Suite 200  
                                 Diamond Bar, California 91765

**9. FULL FORCE AND EFFECT**

Except as modified pursuant to this amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

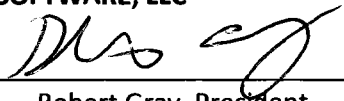
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

**CITY OF COMMERCE**

By: \_\_\_\_\_  
Tina Baca Del Rio, Mayor

Dated: \_\_\_\_\_

**HdL SOFTWARE, LLC**

By:  \_\_\_\_\_  
Robert Gray, President

Dated: 3/12/2014

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eduardo Olivo, City Attorney

**ATTEST:**

\_\_\_\_\_  
Lena Shumway, City Clerk

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**EXHIBIT A**  
**SCOPE OF SERVICES**

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**1. Summary**

HdL will assist the City in migrating from HdL Business License v4.x ("Classic Business License") to HdL's new enterprise system, HdL Prime Business License ("Prime"). HdL will provide expert guidance from start to finish as needed; including evaluation of current system configuration, data, reports, and processes, technical support and training.

**2. Data Migration**

HdL will migrate the City's existing data under the City's project manager's guidance. As part of the data migration, HdL will verify the integrity of all converted data. As such, HdL may recommend certain data transformations in order to improve the integrity of the migrated data. HdL may also recommend that certain records not be converted, due to age of the data, condition of the data, or a combination of various factors. These recommendations will be submitted to the City's project manager for approval prior to final conversion.

**3. Implementation**

**a. HdL's responsibilities**

Project manager - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the City's designated project manager to define the software implementation schedule, identify City needs and configure the software accordingly, validate the data migration, provide user training, and generally shepherd the City through the software implementation process.

IT support - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the City's computing environment, and will provide any needed technical support.

Training - HdL will provide software training as defined in the agreed upon software implementation schedule. One day of training is required. Additional training may be scheduled upon request. The length and number of participants of each training session will be determined by the HdL PM and the City's designated PM.

Help System - HdL will provide access to a digital copy of the software user manual ("Help System"). The City may use the Help System as needed for internal use by City staff. The Help System contains proprietary and confidential information, and as such is bound by the confidentiality portion of this agreement. The Help System may not in any circumstances be distributed to any 3<sup>rd</sup> party or any individual that is not a current City staff member responsible for using or maintaining the software.

**b. City's responsibilities**

Project manager - The City will designate a staff member to serve as the City's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the City PM is to ensure that all City responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The City PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data migration, report migration, and configure all aspects of the software.

IT support - The City will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the City's computing environment and be authorized to manage the SQL Server database and install and configure software on the network server and workstations. The primary responsibility of the City's IT designee is to provide data to HdL for conversion, install the SQL Server database, and install the software in the City's computing environment.

**EXHIBIT B  
 SCHEDULE OF SERVICES**

The default timeline for complete implementation (including "Go Live") of the software is approximately 45 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the City to establish a specific implementation schedule. The final timeline may range from 14 to 60 days. However, the City understands that this timeline will be conditional upon meeting the requirements of the implementation schedule. A sample implementation schedule is shown below.

Day	Date	Assigned	Event	Completed
		HdL/Client	Contract signed & received by HdL	
		HdL	Provide client IT with FTP account information.	
		HdL/Client	Set date to begin implementation schedule.	
		HdL/Client	Receive Client forms, ordinances, fee resolutions, business rules / contact info city staff & IT etc	
		Client IT	Upload client data and logo to FTP server.	
		HdL/ Client	1 <sup>st</sup> Process Meeting/Optional	
		HdL / Client	HdL IT & Client IT do preinstall setup	
		HdL	Data conversion programming	
		HdL	Report development	
		HdL	HdL Acc Mgr build tables, messages, etc	
		HdL	Forms sent to Client for approval/edits	
		HdL	HdL Tech & Client review / conversion	
		Client	Client returns with approved forms with edits	
		HdL/Client	Any needed form changes	
		HdL	Acc Mgr test conversion with forms	
		HdL	conversion data in City for pre-installation	
		HdL/Client	Client training at Client with edited forms	
		HdL / Client	Client any conversion and final forms during pre install training day	
		HdL / Client	HdL make final conversion adjustments and form edits	
		Client	Client send 2 <sup>nd</sup> dataset for final conversion	
		HdL	HdL Acc Mgr test final conversion for install	
		HdL / Client	HdL & Client IT install final dataset	
		HdL / Client	HdL at client to assist/train	

**EXHIBIT C  
 COMPENSATION**

HdL SOFTWARE AND SERVICES	Price	Comments
<b>PRIME MIGRATION</b>	\$8,600.00	
Web Module	\$8,000.00	Web Module – Must use HdL supported payment gateway Authorize.net or FIS Global. *
<b>PROFESSIONAL SERVICES</b>		
Implementation	Included	Includes in-depth best practices review of system configuration.
Data Migration	Included	Includes integrity check of data and data transformation as needed.
Report Migration	Included	All standard reports.
Training	Included	6 hours.
Burglar Alarm Collection Rate Type	\$3,000.00	Includes one (1) form/custom letter of City's choice
Travel Expenses	(Unknown)	Based on actual costs
<b>TOTAL</b>	<b>\$19,600.00</b>	

SOFTWARE USE FEE	Adjustment	Comments
Software Use Fee – 3 named user licenses	\$340.00 approx.	One time 8 % increase to existing annual use fee. Due at "go live" Will be pro-rated if needed.
Web Module Use Fee	\$4,000.00	Due at Prime "go live" and renewed annually.

OPTIONAL SERVICES		
Additional Department - Implementation	\$2,500.00	Per Department
Additional Training	\$250.00	Per hour (3 hour minimum)
Additional User Licenses	\$1,500.00	Per user license - \$400 Software Use Fee
Additional Reports and Letters	\$210.00	Per hour
Business Tax Discovery Services	40 %	Revenues recovered
Business Tax Audit Services	\$175.00	Per hour
Operations Support Services	\$75 - \$200	Per hour

**NOTE:** \* City must use HdL supported credit card payment gateway Authorize.net or FIS Global. Link to third party gateway other than HdL supported will incur a software development charge of \$5,000.00

- 1. Prime Migration.** The Prime Migration fee covers all efforts involved for installation and configuration of the software, and migration of existing data, reports, and system configuration. This includes a best practices review of system configuration, data integrity check, and six (6) hours of training.
- 2. Software Use Fee.** The software use fee provides for use of the software by the specified number of named users, access to the Help System, all standard forms and reports, and customer support as specified in Exhibit D. The software use fee shall remain on its current schedule, generally the anniversary of the original Business License Software and Services agreement. As part of the HdL Prime migration, HdL will apply a one-time adjustment of 8% to the current software use fee. The software use fee shall additionally be adjusted at the beginning of each anniversary year by an amount not less than two percent (2%) or greater than ten percent (10%) and will include any amounts paid for any City required license or permits.
- 3. Travel Expenses.** Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.
- 4. Additional Department (optional).** The Additional Department Fee provides for the extra migration work that is required when dealing with multiple departments.
- 5. Training (optional).** The cost for additional training is:
  - On-site at the City - \$250 per hour (3 hour minimum). Travel costs extra.
  - Remote support, or at HdL's offices in Southern California - \$210 per hour

**6. Customizing Services**

The software is a table-driven system and has been developed to meet almost all of the needs of a City. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the City.

**7. Payment Schedule** – Compensation for the contract amount shall be as follows:

- a. **Migration Fees.** 100% of the migration fees shall be due and payable within 30 days of the effective date of this Agreement.
- b. **Traveling Expenses.** Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.
- c. **Annual Software Use Fee.** The software use fee will continue to be invoiced each year according to its established schedule, and shall be due and payable within 30 days of the invoice date. The HdL Prime adjustment to the use fee is applied on the effective date of this Agreement.

**8. Pricing Adjustments**

All pricing listed in this contract will be honored throughout implementation of the project. Any additional/optional services needed after the “go-live” date will be provided using the pricing currently established at the time the service is requested.



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**EXHIBIT D  
CUSTOMER SUPPORT**

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**1. Customer Support**

HdL will provide customer support by telephone, email and the web as needed by the City during the term of this Agreement. In the United States, no charge support from HdL Software is available as follows:

For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email [help@hdlcompanies.com](mailto:help@hdlcompanies.com) or call HdL offices and ask for software application support. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email [911@hdlcompanies.com](mailto:911@hdlcompanies.com) and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to [911@hdlcompanies.com](mailto:911@hdlcompanies.com). You will be contacted as soon as possible.

**2. Support policy regarding reports**

HdL provides a number of reports with the installation of the software. These reports are developed using Crystal Reports and fall into one of two categories, standard or HdL custom developed. HdL provides support on standard and HdL custom developed reports, provided that the reports have not been modified by the client or other third party. As part of support, HdL will make minor modifications to reports as needed by the City. This includes change of logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City are not covered under the Software Use Fee, and will be developed on a time and material basis at the current rate.

**3. Software Upgrades**

Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, City is entitled to upgrades of the software within the terms of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.

**4. Outside Connections to HdL database**

HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation.

- Only "read only" connections will be established to the HdL database.
- No modifications will be made to the HdL database, including database/table design and data content.
- Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis.

The City shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.

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**EXHIBIT E**  
**SYSTEM REQUIREMENTS**

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The software and database will be installed on the City's network on hardware supplied by the City. Any specifications provided below indicate minimum requirements. It is the City's responsibility to ensure that any hardware used to host the software/database or run the client application meets the specifications dictated by the operating system and any software/services hosted by the hardware. For example, minimum operating system specifications will not be sufficient if the file server is also hosting the City's email system.

**Application Server Specifications:** The application server will host the HdL Prime web service, which serves as the HdL Prime business layer.

- MS Windows Server 2003, 2003 R2, 2008, 2008 R2
- IIS v6.0 or later
- .NET Framework 4.0
- 1 gigabyte disk space

**Web Server Specifications:** The web server will host the public accessible website.

- MS Windows Server 2003, 2003 R2, 2008, 2008 R2
- IIS v6.0 or later
- .NET Framework 4.0
- 1 gigabyte disk space
- SSL certificate

**Database Server Specifications:** The database server will host all application data. The database server should be dedicated to server related functions. Using a client's PC as the database server in a multi-user environment is not supported.

- MS SQL Server 2005, 2008, 2008 R2, 2012 (Express variants also supported)
- 15 gigabytes disk space to allow for initial database and growth
- Any Windows Server version that supports the selected SQL Server version is supported; provided it meets the hardware specifications indicated by both the operating system and the version of SQL Server.

**Workstation Specifications:** The software will be run on the client workstation. The hardware recommendations below are based on user feedback regarding performance levels.

- CPU – Intel Pentium IV or higher rated
- Memory – 2 GB (4 GB recommended)
- Video – 1024x768, 16 bit color
- Operating System – Windows XP Pro, Vista, 7 or 8

**Network Specifications:** The software communicates via web services and is designed to operate efficiently over the network. High-speed local area network connections will provide the best system response, but Prime will also run over slower WAN connections such as T1 or mobile broadband.

**Printer Specifications:** The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

**EXHIBIT F**  
**GENERAL TERMS AND CONDITIONS**

**A. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.**

1. Software License. HdL hereby provides a license to the City to use HdL's Software. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.
2. City Data. HdL acknowledges that the account data generated by the City during the course of City operations is the property of the City. At the termination of this Agreement the City data will be made available to the City in a format acceptable to both the City and HdL.
3. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

**B. LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.

**C. INSURANCE REQUIREMENTS.** HdL shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by City, HdL shall name the City as an additional insured and provide a Certificate of Insurance.

1. Worker's Compensation and Employer's Liability. In accordance with applicable law.
2. Comprehensive General Liability. Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
4. Errors and Omissions. In addition to any other insurance required by this Agreement, HdL shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.

**D. TERMINATION.** This Agreement may terminate each year by either party upon written notice 90 days prior to the end of the established annual billing cycle. Upon termination, the software license shall expire and (a) City will immediately remove the software from the City's computers and network and destroy or erase all copies of the software and any Proprietary Information and confirm destruction of same by signing and returning to HdL an "Affidavit of Destruction". Upon City's request, HdL will assist in extracting the City data in a format acceptable to both the City and HdL.

**E. INDEPENDENT CONTRACTOR.** HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered an employee of the City.

**F. NON-ASSIGNMENT.** This Agreement is not assignable either in whole or in part by HdL or the City without the written consent of the other party.

**G. GOVERNING LAW.** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

**H. INDEMNIFICATION.** HdL shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement. City shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement.

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**EXHIBIT G**  
**AFFIDAVIT OF DESTRUCTION**

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Upon termination of this Agreement the software license shall expire. The City hereby acknowledges and certifies that they are no longer using HdL's software and that all copies of the software and any proprietary information have been removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

HdL software system: \_\_\_\_\_ Version: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Title: \_\_\_\_\_

Mail: HdL Software LLC  
1340 Valley Vista Drive, #200  
Diamond Bar, CA 91765  
Attention: Contracts

Email: [gbonnin@hdlcompanies.com](mailto:gbonnin@hdlcompanies.com)

Fax: (909) 861-7726

## CMRTA Listserv Survey regarding online renewal of business licenses and convenience fees

42 cities and counties responded to the survey. 14 do not offer online renewals at this time. The remaining 28 cities and/or counties replied as follows. Thanks for your responses.

1. Does your city have business license renewals online?
2. If so, does your city charge a convenience fee? How much?
3. If you chose not to charge a convenience fee, explain why?

City	Responses:
Alameda County	<ol style="list-style-type: none"><li>1. Yes</li><li>2. Yes, 2%</li><li>3. To recover fees charged by credit card company</li></ol>
Alameda	<ol style="list-style-type: none"><li>1. Yes for new business license and renewals</li><li>2. Yes, \$5.00 fee instead of \$20.00 to apply or renew in person</li><li>3. Financial incentive to apply online</li></ol>
Orange	<ol style="list-style-type: none"><li>1. Yes</li><li>2. No</li><li>3. City Council prefers it that way.</li></ol>
West Covina	<ol style="list-style-type: none"><li>1. Yes</li><li>2. No</li><li>3. We are providing a service to the public as a public servant is our supervisor's opinion.</li></ol>
Gardena	<ol style="list-style-type: none"><li>1. Yes</li><li>2. Yes, 2.4% or minimum of \$1.50</li></ol>
Norwalk	<ol style="list-style-type: none"><li>1. Yes</li><li>2. No</li><li>3. By paying online it is faster and easier. No long lines, no returned checks, no sorting mail, staff is free to do other things, easier for customers, we get payments faster.</li></ol>

- |               |   |
|---------------|---|
| Vista         | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> <li>3. We want to encourage online payments. It takes a fraction of the time to process compared to pa</li> </ol>   |
| San Rafael    | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> <li>3. Credit card companies generally won't let you charge convenience fees, and I don't want to deter</li> </ol>  |
| Menifee       | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ol>   |
| Cypress       | We do not accept online renewals or payment by credit card.   |
| Arcadia       | <ol style="list-style-type: none"> <li>1. Yes, for renewals and online application filing.</li> <li>2. No</li> <li>3. We would like the online option to be used; as it saves staff time, and charging a convenience fee</li> </ol> |
| Newport Beach | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> <li>3. Online process is much more convenient and efficient than paper renewals. Saves time entering d</li> </ol>   |
| Riverside     | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> <li>3. Have not considered charging a convenience fee.</li> </ol>   |
| Oakland       | <ol style="list-style-type: none"> <li>1. In process</li> <li>2. Yes, \$3.00 flat fee</li> </ol>  |
| Roseville     | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> <li>3. Per directive of the City Attorney</li> </ol>  |
| Fresno        | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ol>   |

3. As a matter of customer service and contract fee obligations with one of the credit card compan

Pasadena

1. Yes
2. Yes, \$7.95
3. City wanted to "eat" the cost but we did not have it in our budget.

San Gabriel

1. Yes
2. No
3. Our agreements with the credit card companies do not allow it.

Monterey

1. Yes
2. No, not yet
3. We do not want to deter businesses from renewing online.

Pleasanton

1. Yes
2. No
3. Finance does not want to charge to pay online.

Carlsbad

1. Yes
2. No
3. Not in ordinance

Imperial Beach

1. Yes
2. Yes, 3%

Santa Monica

1. Yes
2. No
3. To encourage as many businesses as possible to renew online; most cost-efficient and labor-reducing renewal method. We save money when businesses renew online.

Concord

1. Yes
2. No
3. To encourage as many licenses as possible to renew online. Saves time and money and we're trying to eliminate obstacles to online renewals.

Sacramento County

1. Yes
2. Yes, \$4.95 flat fee.
3. We use OPC as our payment processor and they do charge a convenience fee.

San Clemente

1. Yes
2. No
3. Cost is the same in-person, by check, or credit card.

Brentwood

1. Yes
2. No

Carson

1. Yes
2. Yes, 2%



per renewals.

people from using an automated system.

may deter customers from using this method.

data, scanning, and updating the account.

February 10, 2014, 1:45 PM

Article Tools     

## Home Depot opens the first of three e-commerce fulfillment centers

The Top 500 retail chain earlier announced a major investment in its e-retail business.

Thad Rueter  
Senior Editor

Topics: [e-commerce investment](#), [fulfillment and delivery](#), [Home Depot](#), [Mark Holifield](#), [retail chains](#), [same-day shipping](#), [Top 500](#)

The Home Depot Inc. has opened the first of three expected e-commerce warehouses, this one in Locust Grove, GA, a suburb of Atlanta.

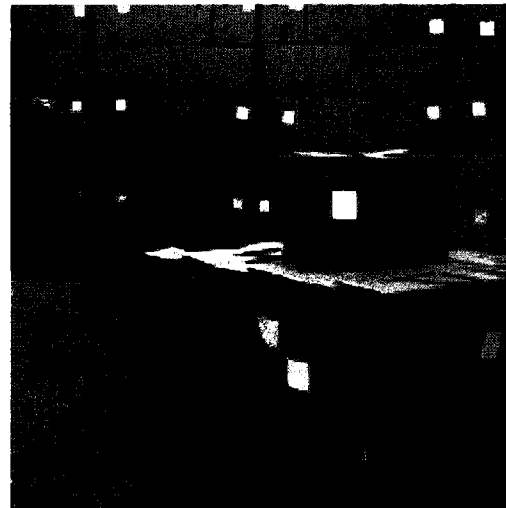
Home Depot is No. 46 in the [Internet Retailer 2013 Top 500 Guide](#).

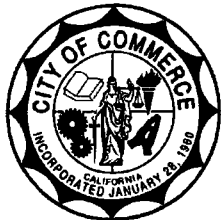
Today's announcement follows the chain's revelation last year that it would focus more on [mobile commerce](#), same-day shipping of web orders and enabling online consumers to have products delivered from stores—all part of a \$300 million investment plan to boost e-retail, warehouse and supply chain capabilities. The chain also plans to open warehouses in California and Ohio over the next two years.

In all, [Home Depot](#) says it expects to build 3 million square feet of fulfillment space. The three warehouses will stock some 100,000 products each. By comparison, a typical Home Depot store carries 35,000 products, the chain says.

"This is a significant investment in our ability to say 'yes' to customers with confidence," says Mark Holifield, Home Depot's senior vice president, supply chain. "Yes, you have access to our entire inventory to fulfill your order. Yes, you can expect a speedy delivery. And yes, you can rely on information updates about your delivery."

The Locust Grove facility initially employs 125 workers, Home Depot says, though plans call for 300 workers in all. The chain will build the other warehouses in Perris, CA, located in Southern California, in Riverside County southeast of Los Angeles; and Troy, OH, which is north of Dayton.





## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

**Item No. 10**

**FROM:** City Administrator

**SUBJECT:** A Resolution of the City Council of the City of Commerce, California, Approving the Second Amendment to the Agreement with Nationwide Environmental Services, A Division of Joe's Sweeping, Inc. for Street Sweeping Services

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

Approve and adopt the Resolution amending an Agreement with Nationwide Environmental Services, A Division of Joe's Sweeping, Inc. for street sweeping services to approve a rate adjustment and assign the number next in order.

### **ANALYSIS:**

On October 4, 2011, the City of Commerce entered into an Agreement (the "Agreement") with Nationwide Environmental Services, A Division of Joe's Sweeping, Inc. (NES) for street sweeping services. The Agreement allows City consideration of an annual rate adjustment based on the Consumer Price Index (CPI) specific to the Los Angeles – Long Beach Metropolitan Area as calculated by the U.S. Department of Labor, Bureau of Labor Statistics.

On May 23, 2013, the City Council approved a First Amendment to the Agreement, which approved a 2% CPI adjustment to the rates paid under the Agreement, effective July 1, 2013 to July 30, 2014.

By letter dated February 27, 2014, NES requested consideration of a 1.1% rate adjustment to effective July 1, 2014; a copy of the letter is attached. NES continues to provide satisfactory service and has demonstrated that they have the equipment and staff to respond to the City's needs for street sweeping services.

As a result of staff's satisfaction with NES' service and response time, staff recommends the City approve and adopt an amendment to the Agreement that will approve a CPI rate adjustment of 1.1% to be effective July 1, 2014.

### **ALTERNATIVES:**

1. Approve the recommendation and adopt the resolution approving a rate adjustment.
2. Decline approving the recommendation and resolution.

**FISCAL IMPACT:**

As stated above, the 1.1% increase of \$1,359.93 would increase the current contracted amount of \$123,630.36 to \$124,990.29 effective July 1, 2014. The proposed budget for Fiscal Year 2014/15 can accommodate the increase as staff budgeted \$125,000 in anticipation of the slight increase. If approved, staff will make the necessary modification to account number 10-5140-56073 (Street Sweeping) as part of the budget that will be presented for adoption on June 17, 2014.

**RELATIONSHIP TO STRATEGIC GOALS:**

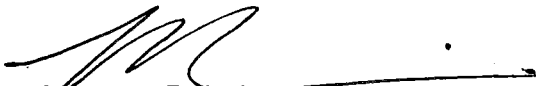
The issue before the Council is applicable to the following Council's strategic goal: "Protect and Enhance Quality of Life in the City of Commerce."

**Respectfully submitted,**



Jorge Rifa  
City Administrator

**Recommended by:**



Maryam Babaki  
Director of Public Works and Development Services

**Prepared by:**



Gina Nila  
Environmental Services Manager

**Fiscal impact reviewed by:**



Vilko Domic  
Director of Finance

**Approved as to form:**



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Resolution
2. Amendment to Agreement
3. Nationwide Environmental Services Correspondence dated February 27, 2014

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,  
APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH NATIONWIDE  
ENVIRONMENTAL SERVICES, A DIVISION OF JOE'S SWEEPING, INC. FOR STREET  
SWEEPING SERVICES

WHEREAS, on October 4, 2011, the City of Commerce entered into an Agreement with Nationwide Environmental Services, A Division of Joe's Sweeping, Inc. (NES) for street sweeping services; and

WHEREAS, the Agreement allows for City consideration of an annual rate adjustment based on the Consumer Price Index (CPI) specific to the Los Angeles – Long Beach Metropolitan Area as calculated by the U.S. Department of Labor, Bureau of Labor Statistics; and

WHEREAS, on May 23, 2013, the City Council approved a First Amendment to the Agreement, which approved a 2% CPI adjustment to the rates paid under the Agreement, effective July 1, 2013 to July 30, 2014; and

WHEREAS, by letter dated February 27, 2014, NES requested consideration of a 1.1% rate adjustment to be effective July 1, 2014; and

WHEREAS, NES continues to provide satisfactory service and has been responsive to the City's street sweeping service needs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

**SECTION 1.** The Second Amendment to the Agreement by and between Nationwide Environmental Services, A Division of Joe Sweeping, Inc. and the City of Commerce is hereby approved. The Mayor is authorized to sign the Second Amendment for and on behalf of the City.

**SECTION 2.** The new authorized rate is increased by \$1,359.93 per year beginning July 1, 2014 with a total annual cost of \$124,990.29. The City shall utilize account number 10-5140-56073, street sweeping for this service.

PASSED, APPROVED AND ADOPTED this 15<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

**SECOND AMENDMENT TO STREET SWEEPING SERVICES AGREEMENT  
BETWEEN THE CITY OF COMMERCE AND NATIONWIDE ENVIRONMENTAL  
SERVICES, A DIVISION OF JOE'S SWEEPING, INC.**

The Second Amendment to the Street Sweeping Services Agreement (hereinafter "Second Amendment") is made and entered into as of the 15<sup>th</sup> day of April, 2014 ("Effective Date") by and between the City of Commerce, a public body of the State of California ("City") and Nationwide Environmental Services, A Division of Joe's Sweeping, Inc., a California corporation ("Contractor")

**WITNESSETH**

This Second Amendment is made with reference to the following facts:

- A. As of the 4<sup>th</sup> day of October 2011, the parties hereto entered into a Street Sweeping Services Agreement ("Agreement") for an initial three years, effective November 1, 2011, with an optional two-year extension.
- B. The Agreement allows for rate adjustments annually based on the Consumer Price Index (CPI) specific to the Los Angeles – Long Beach Metropolitan Area as calculated by the U.S. Department of Labor, Bureau of Labor Statistics.
- C. On May 23, 2013, the City Council approved a First Amendment to the Agreement, which approved a 2% CPI adjustment to the rates paid under the Agreement, effective July 1, 2013 to July 30, 2014.
- D. The parties desire to enter into a Second Amendment to the Agreement in the manner hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants herein contained, the parties hereto agree as follows:

1. **Compensation:**

Pursuant to provisions in Section 3b ("Compensation") of the Agreement:

- A. The fees to be paid by the City for street sweeping services shall be increased by 1.1% effective July 1, 2014.
- B. The revised authorized billable amount is \$10,415.86 per month for a total annual cost of \$124,990.29.

City of Commerce, a Municipal Corporation

Nationwide Environmental  
Services, A Division of Joe's  
Street Sweeping, Inc., Contractor

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

\_\_\_\_\_  
Ani Samuelian, Vice President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lena Shumway  
City Clerk

\_\_\_\_\_  
Eduardo Olivo  
City Attorney

# Nationwide Environmental Services®

Division of Joe's Sweeping, Inc.



Administrative

2014 MAR -3 PM 4: .

February 27, 2014

Mr. Jorge Rifa  
City Administrator  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

RE: Street Sweeping Agreement - CPI

Dear Mr. Rifa:

Nationwide Environmental Services (NES) is proud to be contracted with the City of Commerce. We are committed to providing the City with the most professional and reliable street sweeping service available in the industry.

At this time, per the Street Sweeping Services Agreement, NES would like to request a 1.1% cost of living adjustment effective July 1, 2014 through June 30, 2015.

If you have any questions or concerns, please feel free to contact me. Thank you for your consideration.

Sincerely,

Ani Samuelian  
Vice President





## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No.** 11

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY AND PYRO SPECTACULARS, INC. FOR THE 4<sup>TH</sup> OF JULY PYROTECHNIC DISPLAY AT ROSEWOOD PARK

**MEETING DATE:** April 15, 2014

---

### **RECOMMENDATION:**

Approve the resolution and assign the number next in order.

### **ANALYSIS:**

As part of the Independence Day Celebration, the City has provided a pyrotechnic display on the Fourth of July. The pyrotechnic display will take place on Friday, July 4, 2014, in conjunction with the carnival for the Independence Day Celebration at Rosewood Park. This event has grown in popularity in the past years and in 2013, the department estimated 5,000 people in attendance at Rosewood Park enjoying the display.

The proposed activity will cost \$15,900. There was no increase in cost from the 2013 display. As approved by the City Council on March 2, 2010, the department was authorized to solicit donations for the 4<sup>th</sup> of July festivities from our local businesses, civic/service organizations and the general public. The department is soliciting donations as done last year to help offset the cost of the 4<sup>th</sup> of July festivities.

The proposed activity will cost \$15,900. There was no increase in cost from the 2013 display. As approved by the City Council on March 2, 2010, the department was authorized to solicit donations for the 4<sup>th</sup> of July festivities from our local businesses, civic/service organizations and the general public. The department is soliciting donations as done last year to help offset the cost of the 4<sup>th</sup> of July festivities.

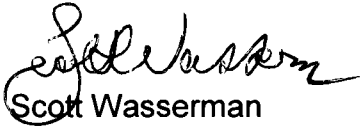
### **FISCAL IMPACT:**

Expenditure for the proposed activity will amount to \$15,900.00 for the 13/14 Fiscal Year which will be paid out of the donations received. There was no increase in cost from the 2013 display.

**RELATIONSHIP TO STRATEGIC GOALS:**

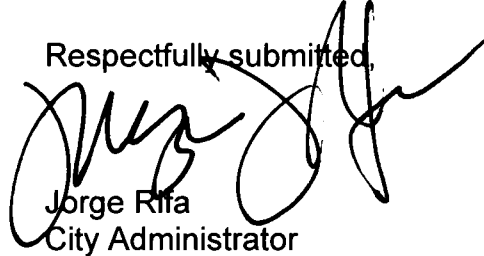
This agenda item relates to Strategic Goal #1: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who life, work and play in the community.

Recommended by:



Scott Wasserman  
Director of Parks & Recreation

Respectfully submitted,



Jorge Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Resolution
2. Contract

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY AND PYRO SPECTACULARS, INC., A CALIFORNIA CORPORATION FOR THE 4<sup>TH</sup> OF JULY PYROTECHNIC DISPLAY AT ROSEWOOD PARK

WHEREAS, as part of the Independence Day Celebration, the City has provided a pyrotechnic display on the 4<sup>th</sup> of July; and

WHEREAS, the pyrotechnic display will take place in conjunction with the carnival for the Independence Day celebration at Rosewood Park; and

WHEREAS, the City desires to approve an agreement that will set forth the terms and conditions under which the selected contractor will provide the pyrotechnics display.

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

Section 1. The City Council hereby approves the Agreement with Pyro Spectaculars, Inc., for the 4<sup>th</sup> of July Pyrotechnic Display at Rosewood Park. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this 15<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
Tina Baca Del Rio  
Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

**THIS AGREEMENT** (the "Agreement") dated as of April \_\_\_, 2014 (the "Effective Date") is made by and between Pyro Spectaculars, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

### **RECITALS**

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the special services that will be required by this Agreement; and

WHEREAS, Consultant is willing to render such Services, as hereinafter defined, on the terms and conditions below.

### **AGREEMENT**

1. **Scope of Services and Schedule of Performance.**

Consultant shall perform the services (the "Services") set forth in Exhibit B, which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. **Term.**

Except as otherwise provided by Section 20 hereof, the term of this Agreement shall be for a period commencing on the Effective Date until the completion by Consultant of all the Services, to the satisfaction of the City.

3. **Compensation.**

So long as Consultant is discharging its obligations in conformance with the terms of this Agreement, Consultant shall be paid a fee by the City in accordance with the fee schedule set forth in Exhibit A and with the other terms of this Agreement. The fees payable hereunder shall be subject to any withholding required by law.

Such fees shall be payable following receipt of an itemized invoice for services rendered. Consultant shall send and address its bill for fees, expenses, and costs to the City to the attention of the City Administrator. The City shall pay the full amount of such invoice; provided, however, that if the City or its City Administrator object to any portion of an invoice, the City shall notify Consultant of the City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice; the parties shall immediately make every effort to settle the disputed portion of the invoice.

4. **Financial Records.**

Consultant shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and be clearly identified and readily accessible. Consultant shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make

transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

5. Independent Contractor.

Consultant is and shall perform its services under this Agreement as a wholly independent contractor. Consultant shall not act nor be deemed an agent, employee, officer or legal representative of the City. Consultant shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of the City. Consultant has no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between the City and Consultant. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Consultant undertakes under this Agreement.

6. Consultant to Provide Required Personnel; Subcontracting.

Consultant shall provide and direct the necessary qualified personnel to perform the Services required of, and from, it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the Services are rendered, and to the reasonable satisfaction of the City.

Consultant may not have a subcontractor perform any Services except for the subcontractors identified in Exhibit A as such. Such identified subcontractors shall perform only those Services identified in Exhibit A as to be performed by such subcontractor. All labor, materials, fees and costs of such identified subcontractors shall be paid exclusively by Consultant. No subcontractors may be substituted for any of the identified subcontractors except with the prior written approval of the City Administrator.

7. Responsible Principal and Project Manager.

Consultant shall have a Responsible Principal and a Project Manager who shall be principally responsible for Consultant obligations under this Agreement and who shall serve as principal liaison between the City and Consultant. Designation of another Responsible Principal or Project Manager by Consultant shall not be made without the prior written consent of the City. The names of the Responsible Principal and the Project Manager are listed in Exhibit A.

8. City Liaison.

Consultant shall direct all communications to the City Administrator or his designee. All communications, instructions and directions on the part of the City shall be communicated exclusively through the City Administrator or his designee.

9. Licenses.

Consultant warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services, by all applicable regulating governmental agencies, and are in good standing with such applicable regulating governmental agencies.

10. Compliance with Laws.

Consultant shall, and shall ensure that its employees and its subcontractors, if any, comply with all applicable city, county, state, and federal laws and regulations (including occupational safety and environmental laws and regulations) in performing the Services and shall comply with any directions of governmental agencies and the City relating to safety, security, and the like.

11. Insurance.

Consultant shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance") which is attached hereto and incorporated herein by this reference, for the term provided herein.

12. Warranty and Liability.

Consultant warrants that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered. Consultant shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Consultant, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

13. Indemnification.

Consultant shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Consultant, its employees, its subcontractors or its agents in the performance of the Services hereunder. Consultant shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused solely from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Consultant shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

14. Confidentiality.

Consultant shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Consultant by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Consultant during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Consultant notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Consultant notifies the City of such an order, directive, or requirement. Consultant shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Consultant with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. Ownership of Documents.

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City and the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of Consultant. In the event that this Agreement is terminated by the City, Consultant shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Consultant. Notwithstanding such ownership, Consultant shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

16. Data and Services to be Furnished by the City.

All information, data, records, reports and maps as are in possession of the City, and necessary for the carrying out of this work, shall be made available to Consultant without charge. The City shall make available to Consultant, members of the City's staff for consultation with Consultant in the performance of this Agreement. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Consultant are complete or accurate; Consultant shall satisfy itself as to such accuracy and completeness. The City and Consultant agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

17. Covenant against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, City or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the City shall have the right,

among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Consultant, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. Conflict of Interest.

Consultant covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Consultant, who has a conflict relating to the City or the performance of Services on behalf of the City.

19. Other Agreements.

Consultant warrants that it is not a party to any other existing agreement that would prevent Consultant from entering into this Agreement or that would adversely affect Consultant's ability to perform the Services under this Agreement. During the term of this Agreement, Consultant shall not, without City's prior written consent, perform services for any person, firm, or corporation other than City if such services could lead to a conflict with Consultant's obligations under this Agreement.

20. Termination.

This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- a. by the written mutual agreement of the parties hereto; or
- b. by the City, with or without cause, upon 5 days written notice to Consultant pursuant to Section 25 of this Agreement.

Upon receipt of a notice of termination, Consultant shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Consultant up to that time. In the event of termination without cause by the City, the City shall pay Consultant for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Consultant in relation to the work required by the entire Agreement or the hours worked by Consultant, as applicable), provided such work is in a form usable by the City.

21. Waiver of Breach.

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the City Administrator and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such



waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Consultant to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

22. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Consultant, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Consultant, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

23. Arbitration.

If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled through direct discussions, the parties agree to settle any disputes involving only monetary amounts less than \$100,000 by binding arbitration pursuant to the rules of the American Arbitration Association by an arbitrator sitting in Los Angeles County.

24. Attorneys' Fees.

In the event an arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

25. Notices.

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For the City:

City of Commerce  
2535 Commerce Way  
Commerce, California 90040  
Attn: Scott Wasserman, Director of Parks and Recreation

For Consultant:

Pyro Spectaculars, Inc.  
P.O. Box 2329  
Rialto, CA 92377  
Attn: James R Souza, President

Notice shall be deemed received three days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is effected.

26. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

227. Severability.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

28. No Construction of Agreement against any Party.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any party on the basis such party drafted this Agreement or any provision thereof.

29. Entire Agreement and Amendments to Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Consultant and the City.

30. No Representations Except as Expressly Stated in this Agreement.

Except as expressly stated in this Agreement, no party, nor its employees, agents or attorneys have made any statement or representation to any other party or its employees, agents or attorneys regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation and/or promise of any other party, its respective employees, agents or attorneys in executing this Agreement.

31. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has

been properly signed by an authorized representative of each of the parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

**IN WITNESS WHEREOF**, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

**CITY OF COMMERCE**

DATED: April \_\_, 2014

By: \_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway, City Clerk

**CONSULTANT**

DATED: April \_\_, 2014

By: \_\_\_\_\_  
James R. Souza, President

**APPROVED AS TO FORM**

\_\_\_\_\_  
By: Eduardo Olivo  
Title: City Attorney

**EXHIBIT B**

## EXHIBIT B

### REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Consultant have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 13 of this Agreement.

Consultant shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$2,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$2,000,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

1. Worker's Compensation.

Consultant shall carry and maintain a policy of worker's compensation in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the Work contemplated in this Agreement.

2. Additional Insured.

The City, its officers, agents, officials, volunteers and employees must be named as additional insured or as additional loss payees required by this Agreement. An endorsement to this effect shall be delivered to the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant.

3. Cancellation Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the City Administrator of the City of Commerce of the written notice of such cancellation or reduction of coverage.

4. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

5. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the City and authorized to issue said policy in the State of California.

6. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by Consultant subject to approval by the City, provided that such approval shall not be unreasonably withheld.

7. Payment of Premiums.

All premiums on insurance policies shall be paid by Consultant making payment, when due, directly to the insurance carrier, or in a manner agreed to by the City.

8. Evidence of Insurance and Claims.

The City shall have the right to hold the policies and policy renewals, and Consultant shall promptly furnish to the City all renewal notices and all receipts of paid premiums. In the event of loss, Consultant shall give prompt notice to the insurance carrier and the City. The City may make proof of loss if not made promptly by Consultant.



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No. 12**

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION APPROVING AN EXTENSION OF THE CITY OF  
COMMERCE TEMPORARY SENIOR CITIZEN RENT SUBSIDY PROGRAM

**MEETING DATE:** April 15, 2014

---

### **RECOMMENDATION:**

City Staff recommends that the City Council approve the resolution, which will extend the Senior Rent Subsidy Program.

### **ANALYSIS:**

In the mid 1980's, the Commerce Community Development Commission (the "Commission") established the Senior Rent Subsidy Program which provided low or very low-income seniors with monthly rent subsidies. The Commission acted as the City's redevelopment agency and funded the Rent Subsidy Program with redevelopment housing set-aside funds. The Program participants were required to meet certain eligibility requirements. On June 29, 2011, the State of California enacted AB 1 X 26 ("AB 26"), terminated all redevelopment agencies throughout the State of California and stopped the funding for such agencies, including redevelopment housing set-aside funds. As of February 1, 2012, the Commission ceased to exist.

On April 3, 2012, the Successor Agency to the Commission and the City Council considered options relating to the termination of the Commission's Rent Subsidy Program. The City Council decided that it would approve the funding of the Rent Subsidy Program through June 30, 2012 with General Fund monies while the Successor Agency explored whether the State might consider funding for the program. The impact to the General Fund was \$7,472.50 per month.

On June 5, 2012, Successor Agency staff confirmed that, pursuant to AB 26, the State would not allow the continued funding for the Rent Subsidy Program. City Social Services staff reported that there were 38 senior households participating in the Program and that an abrupt termination would result in a financial hardship for all of the remaining participants. The City Council decided to approve a temporary transition program called City of Commerce Temporary Senior Citizen Rent Subsidy Program (the "City Program"), funded by the General Fund, that would end on June 5, 2013. On June 6, 2012, staff sent a notice to the Program participants advising them that the Program had been extended to June 2013.

As of March 14, 2013, staff had contacted and updated the qualifying information for 20 of the participants; the remaining participants did not require any updating. As of May 23, 2013, the City Program consisted of 34 participants. Of the 34 participants, 25 were considered to be at the "extremely low" income level; 8 are at a "very low" income level; and one is at a "low" income level.

On May 23, 2013, the City Council decided to extend the Program for another year, up through June of 2014. The City Council also approved the following specific criteria for the remaining participants:

1. Each eligible participant or participant household must be considered to be low income;
2. Each participant must provide income tax information to staff in order to document their eligibility;
3. Participants may not be receiving any other type of unearned monetary assistance, from any other source while they are part of the City Program. If they receive additional assistance, they will automatically be ineligible from the City Program;
4. Participants cannot rent a unit from a family relative;
5. All participants must execute a declaration under penalty of perjury that states that the information they have provided in order to qualify for participation on the City Program is true and correct; and
6. The City Program will be limited to those eligible persons that participated in the Rent Subsidy Program previously funded by the Commerce Community Development Commission.

Participation in the Program has dropped since May 23, 2013. As of April 10, 2014, the Program has only 29 participants. Of the 29 participants, 18 are considered to be at the "extremely low" income level; 9 are at a "very low" income level; and 2 are at a "low" income level.

Referrals and other available resources continue to be made available to the City Program participants, such as Los Angeles County Housing Authority, California Tenants Guide, and other senior and disabled apartment buildings.

#### **ALTERNATIVES:**

1. Allow the Program to expire in June of 2014;
2. Approve a continuation of the Senior Rent Subsidy program for the period of July 1, 2014 through June 30, 2015 or another period of time, as determined by the City Council. This is the recommended alternative;
3. Continuation of the Program indefinitely by attrition of the participants is not recommended because it undermines the ability of the City Council to prioritize the continuation of the program based on its annual effectiveness, the viability of other outside replacement resources (State or Federal funding) and/or the financial condition of the city.



4. Provide staff with further direction.

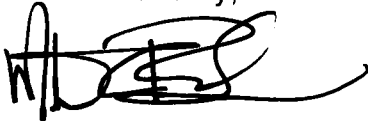
**FISCAL IMPACT:**

The fiscal impact is dependent upon the Council's decision to continue the Program or select an alternative. If the City Council continues the Program until June of 2015, the City will spend another \$ 68,070.00 (\$5,672.50 per month) from the General Fund to fund the Program.

**RELATIONSHIP TO STRATEGIC GOALS:**


The Senior Rent Subsidy Program is consistent with goals and objectives to alleviate physical blight and enhance the Quality of Life in the City of Commerce.

Recommended by,



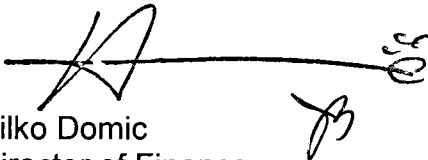
Matthew C. Rodriguez  
Director of Safety & Community Services Director

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Director of Finance

Approved as to form:



Eduardo Olivo  
City Attorney

**ATTACHMENT:**

1. Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING AN EXTENSION OF THE CITY OF COMMERCE  
TEMPORARY SENIOR CITIZEN RENT SUBSIDY PROGRAM

WHEREAS, in the mid 1980's, the Commerce Community Development Commission (the "Commission") established the Senior Rent Subsidy Program which provided low or very low-income seniors with monthly rent subsidies. The Commission acted as the City's redevelopment agency and funded the Rent Subsidy Program (the "Program") with redevelopment housing set-aside funds. The Program participants were required to meet certain eligibility requirements; and

WHEREAS, on June 29, 2011, the State of California enacted AB 1 X 26 ("AB 26"), terminated all redevelopment agencies throughout the State of California and stopped the funding for such agencies, including redevelopment housing set-aside funds. As of February 1, 2012, the Commission ceased to exist; and

WHEREAS, on April 3, 2012, the City Council decided that it would approve the funding of the Program through June 30, 2012, with General Fund monies while the Successor Agency explored whether the State might consider continuing funding; and

WHEREAS, on June 5, 2012, Successor Agency staff confirmed that, pursuant to AB 26, the State would not allow the continued funding for the Program. Social Services staff reported that there were 38 senior households participating in the Program and that an abrupt termination would result in a financial hardship for all of the remaining participants. The City Council therefore decided to approve a temporary transition program called City of Commerce Temporary Senior Citizen Rent Subsidy Program (the "City Program"), funded by the General Fund, that would end on June 5, 2013; and

WHEREAS, on May 23, 2013, the City Council decided to extend the City Program for another year, up through June of 2014, and approved the following specific criteria for the remaining participants:

1. Each eligible participant or participant household must be considered to be low income;
2. Each participant must provide income tax information to staff in order to document their eligibility;
3. Participants may not be receiving any other type of unearned monetary assistance, from any other source while they are part of the City Program. If they receive additional assistance, they will automatically be ineligible from the City Program;

4. Participants cannot rent a unit from a family relative;
5. All participants must execute a declaration under penalty of perjury that states that the information they have provided in order to qualify for participation on the City Program is true and correct; and
6. The City Program will be limited to those eligible persons that participated in the Rent Subsidy Program previously funded by the Commerce Community Development Commission; and

WHEREAS, as of April 10, 2014, the City Program has only 29 participants; and

WHEREAS, the City Council believes that termination of the City Program would result in an undue hardship for the remaining participants and that the public, health, safety and welfare is benefitted by a continuation of the City Program for the existing participants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The recitals set forth above are true and correct.

Section 2. The City of Commerce Temporary Senior Citizen Rent Subsidy Program is hereby extended for another year, up to and including June 30, 2015, subject to the guidelines approved in Resolution No. 1350.

PASSED, APPROVED and ADOPTED this 15<sup>th</sup> day of April, 2014.

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Tina Baca Del Rio, Mayor

ATTEST:

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Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No. 13**

**FROM:** City Administrator

**SUBJECT:** AN UPDATE ON THE STATUS OF THE GREEN ZONES PROJECT AND PROVIDE COUNCIL DIRECTION ON NEXT STEPS

**MEETING DATE:** April 15, 2014

---

### **RECOMMENDATION:**

Direct staff to schedule a City Council study session on the subject matter within 30-45 days of receipt of this report.

### **BACKGROUND:**

On November 5, 2013, the Commerce City Council received an update from the Green Zones working Group. At that time, the City Council adopted the strategies contained in the Green Zones Working Group Report as outlined in the Recommendations Matrix in the report. This report included four key strategies which are objectives for moving forward: prevention, reduction, revitalization, and reinvestment. While there was a general consensus on most of the recommendations by the Working Group, there was still no consensus on comprehensive changes to the zoning ordinance proposed by some members of the group.

On January 21, 2014, the City Council received another update on the status of the Green Zones project. At that time, Councilmembers indicated that the new Director of Public Works and Development Services (PWDS) should be appointed prior to holding a study session on this item. Since then, the City has hired a new Director and she began her work in PWDS on March 24, 2014. Based on Council's previous direction, staff believes now is the appropriate time to schedule a study session on the Green Zones project.

The initial study session would focus on reviewing the Green Zones Working Group Report and the Recommendations Matrix, as well as discussion on the implementation strategies. The proposed changes to the zoning ordinance would

not be discussed at this time. The study session would be open to the public, and all members of the Working Group would be invited.

**ALTERNATIVES:**

1. Direct staff to schedule a City Council study session on the subject matter within 30-45 days of receipt of this report.
2. Provide staff with further direction


**FISCAL IMPACT:**

This activity may be carried out without additional impact on the current operating budget at this time.

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda report relates to the 2011 strategic planning goal: *"Protect and Enhance the Quality of Life in the City of Commerce"*.

**Recommended by:**



Maryam Babaki  
Director of Public Works &  
Development Services

**Respectfully submitted:**



Jorge Rifa  
City Administrator

**Prepared by:**



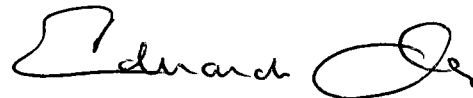
Matt Marquez  
City Planner

**Reviewed by:**



Vilko Domic  
Finance Director

**Approved as to form:**



Eduardo Olivo  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No. 14**

**FROM:** City Administrator

**SUBJECT:** Central Library Renovation Contract C.P. #1301; Roofing Scenario Recommendation and Library Exterior Budget Allocation and Change Order #02

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

Approve the Resolution, which will approve to proceed with the roofing scope included in the project less the seismic improvement and old roof system removal and allocate funds for the Central Library's exterior improvement assign and approve Change Order No. 02 to the Standard Contract for City Project No. 1301 between the City of Commerce and MTM Construction, Inc. for the Central Library Renovation Project, and the number next in order.

### **ANALYSIS:**

There have been (4) roofing scenarios presented to Council in previous conferences. These scenarios have been investigated and consultations with the Structural Engineer for the Central Library Renovation along with the City's Building Official to verify what are the best means to achieve the seismic improvement to the roofing diaphragm. The Structural Engineer reviewed the current structure exposed to view and recommends not installing the plywood sheathing and blocking since it would provide little benefit to the structure. The Building Official agrees that the addition of plywood sheathing and blocking will provide no real benefit structurally. To provide a seismic improvement to the building the roofing member connections or anchors to the walls will require upgrade then followed by blocking and sheathing. To install new anchors would result in demolition of the interior spaces to gain access to all the perimeter connections throughout City Hall and possibly the middle of the building. In order to allow access to City Hall "attic spaces" abatement of the asbestos roofing debris will require abatement. It would more cost effective to perform this abatement as a separate project to receive the benefit of competitive pricing. There are some isolated areas that will require abatement in the library back offices, Employee Break Room and Council Chamber Lobby to complete the renovation project. These are being requested to be performed immediately and will require ceiling replacement in the identified locations. The best roofing option is to proceed with the roofing system specified without the installation of plywood sheathing and blocking providing a cost savings There is currently only one existing roof system and additional cost savings is available if the

existing roof system is not removed but to apply the new roof system over the existing. Anticipated savings is projected excess of \$75,000.

A Council Member Request has been received to improve the exterior appearance of the Central Library after the interior work is complete. Approximately \$150,000 has been appropriated in the Mid-Year budget analysis. These available funds can be used to repair the fire damaged window wall framing and replace the exterior window frames at the library and literacy center, exterior paint and stucco and new library exterior sign.

The following Change Order Proposals have been received and reviewed. Many of the items below were discussed during the Council tours.

**Reimbursement of Permit Fees Contractor's 5% Overhead & Profit:**

As noted in project bid documents, the Contractor will be directly reimbursed by the City for the permit fees above the specified allowance of \$18,000 plus 5% for Overhead and Profit. The contractor has been reimbursed for the permit fees only with no overhead and profit included. The amount paid \$76,431.89.19 less \$18,000 = \$58,431.89 for permit fees. The 5% overhead and profit on \$58,431.89 is \$2,921.59  
(Ref: PCO#11 dated 2/05/2014) **Add \$2,921.59**

**Additional Data Cabling and Conduit for Library:**

The Library Staff requested additional data cabling for future technology expansion above what was shown in the Contract Documents. Additional conduit was also required for this scope addition. A flat panel television was added to Study Room #21 that requires power and data be supplied to the selected location.  
(Ref: PCO#08 dated 12/10/13, RFI #043 and RFI #076) **Add \$ 16,631.00**

**Instructional Bulletin #4.1 Floor Plan Revision:**

The existing restrooms adjacent to the Council Chamber Foyer had an unforeseen condition that was discovered after the partition walls were removed. The perimeter walls were poured in place concrete that resulted in an area too small for ADA compliant restrooms. The restrooms required a redesign resulting in the Literacy Classroom being reduced to allow for ADA compliant restrooms. Library Staff requested a door be added to the Literacy Center that will allow direct access to the restrooms. The Janitor's Closet was relocated to allow for the requested doorway. A floor drain was requested by facilities for the Janitor's Closet along with FRP paneling above the mop sink for housekeeping purposes. The electrical panels located in the Literacy Center Store Room per design were requested by Facilities to be relocated to a dedicated electrical room with a locking door. Three additional doors and door frames were added in this Bulletin for the additional rooms created. Additional concrete demolition of floors and walls was required for the revisions listed above.  
(Ref: PCO#007R dated 2/27/14) **Add \$ 78,583.00**

**Literacy Center Furred Concrete Walls:**

The Literacy Center and Literacy Classroom each have three walls constructed out of concrete or masonry that is an unforeseen condition. The design documents only indicated portions of the walls were to receive framing and drywall (furring) over the existing walls. In order to have continuity with the wall finishes the Contractor was directed to furr all the walls.  
(Ref: PCO#009 dated 03/12/14, Field Memo #02) **Add \$ 14,246.00**

**Remove Existing Uneven Floor in Literacy Center:**

The contractor was directed to remove the existing terrazzo flooring in the Literacy Center that was uneven. The design documents indicated the flooring was to remain. The area the flooring was removed was sloping over 1 ½ inches and was in poor condition to build new walls on top. The contractor drilled and epoxied dowels so concrete could be placed to place a level concrete subfloor

(Ref: PCO#10 dated 2/04/13, RFI #018)

**Add \$ 12,114.00**

**Remove Asbestos Roofing Debris Adjacent to the Library:**

The contractor was directed to remove asbestos roofing debris that was adjacent to the library in a void space next to the Council Chambers. This area was accessible from the library side of the wall but not from the Council Chamber. If done at a later time demolition would be required to gain access to abate.

(Ref: PCO#12 dated 02/05/14)

**Add \$ 1,273.00**

**Instruction Bulletin #5.1 – Revised Reference Desk & Circulation Desk:**

The Library Staff requested revisions to the reference desk and circulation desk. These revisions resulted in taller supporting walls and additional casework. Adrian Gaus Architects provided the revised design drawings for per staff's request.

(Ref: PCO#13 dated 2/21/14)

**Add \$ 1,457.00**

**Voluntary Fire Alarm Upgrade Rough-in Only:**

The Contractor was directed to install conduit and junction boxes in walls that indicated locations for a future fire alarm system upgrade. The LACFD plan checkers determined the system as shown in the design documents was not required due to the renovation project being classified a tenant improvement project. It was decided by staff to install the rough-in so in the future when the it was determined to upgrade all of City Hall's fire alarm system the new wall finishes would have minimum disturbance.

(Ref: PCO#15 dated 2/27/14, Field Memo #13)

**Add \$ 4,497.00**

**Remove Fire Alarm Scope of Work:**

The LACFD plan checkers determined the system as shown in the design documents was not required due to the renovation project being classified a tenant improvement project. The City will use the existing vendor to install duct smoke detectors in the new HVAC units for the library.

(Ref: PCO #18 dated 4/4/14)

**Deduct (\$21,879)**

**Furnish Under Concrete Slab Electrical for Library Specialty Furniture:**

The Library Staff has requested electrical services be provided under concrete slab on grade in lieu of power poles. The Reference Desk, Study Room meeting table and the (8) reading tables are the locations to receive power in this manner. Portions of the existing concrete will require removal so conduit can be installed and concrete replacement will be performed.

(Ref: PCO#16 dated 2/26/14)

**Add \$ 6,374.00**



**Additional Insulation for Interior Walls:**

The contractor was directed to install insulation in interior walls adjacent to restrooms, study rooms and tutoring rooms to reduce sound transmission from outside these rooms. This was per Library Staff's request.

(Ref: PCO #17 dated 3/3/14)

**Add \$ 2,925.00**

**Library Shelving Revisions:**

The Library Staff requested the library shelving be revised to allow the DVD and CD collection to be displayed and accessed from shelving drawers in lieu of display bins or single shelves. The addition of slat wall end panels and signage were requested to be included that will assist patrons in locating materials. The shelving located in the staff work area behind the circulation desk was increased in height to allow for more material to be processed. Wood veneer shelving end panels will be furnished through the shelving manufacturer in lieu of the library specialty furniture vendor and is included in this change request.

(Ref: PCO#29 dated 4/08/14)

**Add \$ 112,142.00**

**Audio/Visual System Revisions:**

The Library Staff reviewed the initial submittal of the Audio/Visual media system and requested some revisions. The cable television scope was reduced and provided a cost savings. The televisions were upgraded to "smart" televisions and increased in size and quantities. The (2) projectors and screens were deleted to assist with the upgraded televisions.

(Ref: COP #20, dated 3/10/14)

**Deduct (\$3,907.00)**

**Artwork / Mural Wall Replaced with Digital Video Wall:**

The original concept was to have artwork or mural painted on the library wall in the Youth Library. Library Staff's preference is to have a "live" mural and the Digital Video Wall concept was developed. Mock-ups were performed and it determined that (3) 70" "Smart" televisions connected to the Audio/Visual system would provide the best results. This concept will allow artwork to be changed without impacting library services.

(Ref COP #24, dated 3/31/14)

**Add \$17,254.00**

**Fire Protection Permit Fee:**

The Permit Allowance has been depleted and the Fire Protection Permit fee is being requested by the contractor.

(Ref: COP #21, dated 3/12/14)

**Add \$ 375.00**

**Glass Transom at Library South Entrance:**

Once demolition was completed it was discovered that the East Library Entrance could be made to match the South Council Chamber Lobby Entrance. In lieu of reframing the Entrance opening the addition of a glass transom was the selected for cost and appearance.

(Ref: COP #25, 3/28/14)

**Add \$ 964.00**

**Library Roof Framing Repairs:**

It was discovered after the library ceilings were demolished there was damage to roof joists and abandoned hardware from a previous build-out. The current design requires the repairs to be made and the removal of the abandoned hardware.

(Ref: COP #14, dated 2/24/14, RFI #034)

**Add \$ 5,052.00**

**HVAC Equipment Revision:**

The (6) New HVAC Units for the library renovation were designed to be horizontal draft units. It has been discovered that there are structural and fire protection conflicts below and the same units can be configured to be vertical draft units. It is recommended to use vibration isolation mechanical curbs for the vertical draft units to prevent noise transmitting into the library space. The vertical units will provide fewer penetrations into the roofing system that offer

(COP #26, dated 4/2/14)

**Add \$ 8,841.00**

**Literacy Classroom Closet Sliding Doors:**

The Literacy Classroom and Center lacked closet space for supplies. The area was redesigned in Instruction Bulletin #4.1 and sliding glass closet doors were included in the design. As a value engineering option wood veneer sliding doors were requested. Please note that the cost of these doors was not included in the Instructional Bulletin pricing.

(Ref: COP #27, dated 4/2/14)

**Add \$ 2,765.00**

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**Subtotal of Change Order #2 Increase                    \$262,628.59**

**Deduct Library Specialty Furniture Allowance from Contractor's Contract:**

The Library Specialty Furniture Allowance of \$500,000 included in the contractor's contract was over estimated. The selected furniture total is \$211,768.19. It is recommended to deduct the \$500,000 from the contract and use the \$262,628.56 to fund the above change order items and authorize the City's Purchasing Department to purchase the selected furniture.

(Ref: COP #22, dated 3/18/14)

**Deduct \$500,000.00**

**ALTERNATIVES:**

1. Approve
2. Deny
3. Provide different direction to staff

**FISCAL IMPACT:**

There is no fiscal impact to the budget.

**RELATIONSHIP TO STRATEGIC GOALS:**

This item is related to a specific 2012 Strategic goal: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who live, work and play in the community.

Recommended by:



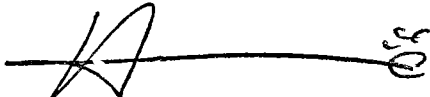
Maryam Babaki  
Director of PW&CDS

Respectfully submitted,



Jorge Rifa  
City Administrator

Reviewed by:



Vilko Domic  
Finance Director

Approved as to form:



Eduardo Olivo  
City Attorney



Beatriz Sarmiento  
Library Director

ATTACHMENTS:

1. City Council Request Form
2. COPs listed above



# City Council Request Form

To: City Administrator

From: Mayor Aguilar  
Councilmember Robles

Date: 2/20/14

Prepared by: rkuhn

## Request Message

Please provide follow up regarding potential options to spruce up the front of the Central Library after the interior work is complete. We are aware that we have approximately \$151,000 not yet appropriated in the Mid-Year. Please develop a concept for this funding to improve the Library exterior.

## City Administrator's Office

Reply to City Council via City Administrator  Reply to City Administrator with recommendation  Information only. No reply needed

Department: Patrick Malloy, Dev Services

Date Due: 2/27/14

Cc: Paul Banuelos , Vilko Domic

## Department Response

Form completed by: [Staff member name] Personal contact made by: [Staff member name]

Response:

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # : 007  
Reference Doc.: Bulletin #4.1

RFI #: 41,59,91 Field Memo# 9 Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date : 3/21/2014

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Provide Drywall, Ceilings Etc per Bulletin#4.1 & Field Memo#09									
<b>A. Bulletin#4.1</b>									
<b>1. Drywall - Electrical, Restroom, Hallway</b>									
Labor	40.00	\$43.86	\$1,754.40						
Carpenter	48.00	\$48.43	\$2,324.64						
Drywall Installer	32.00	\$48.43	\$1,549.76						
<b>2. Hard Ceiling Frame - Lobby</b>									
Labor	16.00	\$43.86	\$701.76						
Carpenter	40.00	\$48.43	\$1,937.20						
<b>3. Painting</b>									
Painter	48.00	\$40.45	\$1,941.60						
Drywall Finisher	24.00	\$48.07	\$1,153.68						
Labor for Sealer Application	16.00	\$40.45	\$647.20						
<b>4. Concrete Work/Concrete Demo. - per RFI#59,Curb &amp; Janitor Slab and Demo at (3) Doors, Janitor Slab.</b>									
Concrete Demo.	48.00	\$43.86	\$2,105.28						
Concrete & Finisher	8.00	\$48.22	\$385.76						
Carpenter	16.00	\$48.43	\$774.88						
Door Frame Grout (Door#2,5,9A)	8.00	\$43.86	\$350.88	1.00		\$200.00			
Gypsum Board (w/Tape, Compound Etc)				1166.00	\$1.75	\$2,040.50			
Hat Channel at Hallway				500.00	\$3.75	\$1,875.00			
Paint				1166.00	\$2.50	\$2,915.00			
Concrete (3,000 psi)				4.00	\$200.00	\$800.00			
Pump							4.00	\$80.00	\$320.00
Lumber				1200.00	\$0.97	\$1,164.00			
Rebar (#4)				140.00	\$0.86	\$120.40			
Plumbing (include accessories)				50.00	\$20.00	\$1,000.00			
Sealer				1.00		\$500.00			
FRP Panel at Mop Sink									
Labor	8.00	\$43.86	\$350.88						
FRP Panel				1.00		\$500.00			
<b>B. Field Memo #009 (RFI#041)</b>									
Floor Drain at Janitor Room									
Plumber	16.00	\$61.28	\$980.48	1.00		\$800.00			
<b>C. RFI#105 - Library Southeast Corner Wall Extension</b>									
Carpenter	6.00	\$48.43	\$290.58						
Drywall Installer	4.00	\$48.43	\$193.72						
Painter	6.00	\$40.45	\$242.70						
Drywall Finisher	4.00	\$48.07	\$192.28						
Gypsum Board, Paint, Scissor Lift Etc				1.00		\$500.00			
Trash Bin & EQ, Tools for A&B (Con'c Cutter, Jack Hammer Etc)							1.00		\$2,000.00
<b>Subtotal:</b>			\$17,877.68			\$12,414.90			\$2,320.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$2,681.65			\$1,862.24			\$348.00
<b>Subtotal:</b>			\$20,559.33			\$14,277.14			\$2,668.00
<b>Total:</b>									\$37,504.47
<b>First Tier Subcontractor Cost:</b>									\$25,300.00
									\$750.00
									\$5,593.67
									\$2,172.71
									\$4,140.00
									\$425.00
<b>GC's O &amp; P per First Tier Sub.:</b>							5%		\$1,919.07
<b>GC's Compansable Cost:</b>							\$512.51/Per Day		T.B.D.
<b>Bond:</b>							1%		\$778.05
<b>GRAND TOTAL:</b>									\$78,583

Total time impact in calendar days of this Change Order Request

5 days

DAVID M. BERTINO/JUNO  
SUB. CON - NAME/TITLE DATE

WON CHOI / PM  
G.C - NAME/TITLE DATE

3/21/2014

DATE

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 007

Reference Doc.: Bulletin #4.1

RFI #: \_\_\_\_\_

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

Full Description of Change in Scope:

Date : 3/12/2014

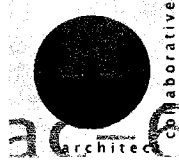
Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
<b>Included</b>	Plumbing , Electrical Wood Frame & Gypsum Boarding Painting New Concrete Works (Included Rebar, Vapor Barrier, Backfilling) Disposal New and Modify Drywall Ceiling. Ceramic Tiling Toilet Accessories & Partition Access Door if needed. FRP Panel at Mop Sink New (1) Exhaust Fan w/Thermostat at Electrical Room New (1) Floor Drain at Janitor. Sealer Application at Janitor, Electrical Room. New Exhaust Fan Support at Roof Frame								
<b>Not Included</b>	Literacy Classroom Exterior Door, Door Frame, Door Hardware Replacement. Metal Ceiling at Lobby (provide it per original plan A3.1) Acoustical Tile Ceiling at Lobby (provide it per original plan A3.1) AL Sliding Door #2A &2B in CD-4.5. (provide Rough Openings Only)								
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			\$0.00
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Total:</b>									<b>\$0.00</b>
<b>First Tier Subcontractor Cost:</b>									
<b>GC's O &amp; P per First Tier Sub.</b>								5%	\$0.00
<b>Bond:</b>	(Including GC & First Tier Sub cost)							1%	\$0.00
<b>GRAND TOTAL:</b>									<b>\$0</b>

Total time impact in calendar days of this Change Order Request:

\_\_\_\_\_ days

\_\_\_\_\_  
SUB. CON - NAME/TITLE                      DATE

\_\_\_\_\_  
WON CHOI / PM                              3/12/2014  
G.C - NAME/TITLE                              DATE



**ADRIAN-GAUS ARCHITECTS – 300 EAST STATE ST #360 REDLANDS, CA 92373**

**PROJECT:** City of Commerce  
Central Library Renovation

**INSTRUCTION BULLETIN: 4.1**

**OWNER:** City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

**DATE:** January 20, 2014

**TO:** MTM Construction  
16035 Phoenix Drive  
City of Industry, CA 91745

**ATTN:** Won Choi

---

**DESCRIPTION OF WORK TO BE PERFORMED:**

**ITEM IB-4.1:**

**Plan Revisions**

1. Revise floor plan layout at Literacy Classroom 2, Storage 9A, Janitor's 7, and Electrical Panels 8 per attached drawing CD-4.2.
2. Revise restroom floor plan per attached drawing CD-4.3.
3. Revise height of computer station counter-top in the Youth Library to 27" A.F.F. Refer to detail 3A/A7.2.
4. Revise tackable wall surface at the south entrance per attached detail 3/CD-4.2.
5. Revise Literacy Classroom 2 interior elevations per attached detail 2/CD-4.2.

**Reflected Ceiling Plan**

1. Revise ceiling types between the Council Chamber Lobby and the Circulation Desk per attached drawing CD-4.4.

**Door Schedule**

1. Revise door schedule per attached drawing IB-CD-4.5.

**Justification:**

Field Conditions and Owner Requested

**Requested by:**

Owner

- 
- |   |                                     |  |
|---|-------------------------------------|--|
| 1 | <input type="checkbox"/>            | Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.   |
| 2 | <input checked="" type="checkbox"/> | Make the described change in the work, with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract. |
| 3 | <input type="checkbox"/>            | Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.                       |

**ARCHITECT: Adrian-Gaus Architects**

By:

*Herta Gaus*

Herta Gaus, Principal

01/20/14

Date:

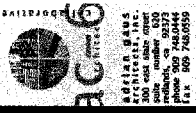
**AUTHORIZATION TO PROCEED:**

When approved by both parties below, you are authorized to proceed with the work outlined in Item(s) IB-4.1. The amount for this change of \$ TBD will be (added/deducted) in a forthcoming Change Order. The Contract Time will be adjusted by 0 day(s) (added/deducted).

Owner Representative	Date	General Contractor	Date
Paul Banuelos Construction Manager		Won Choi, MTM Construction	

CC: File





**ARTISER & ASSOCIATES**  
 300 West Broadway Street  
 Suite 200  
 Orange, CA 92667  
 Phone: 949-748-0444  
 FAX: 949-748-0339

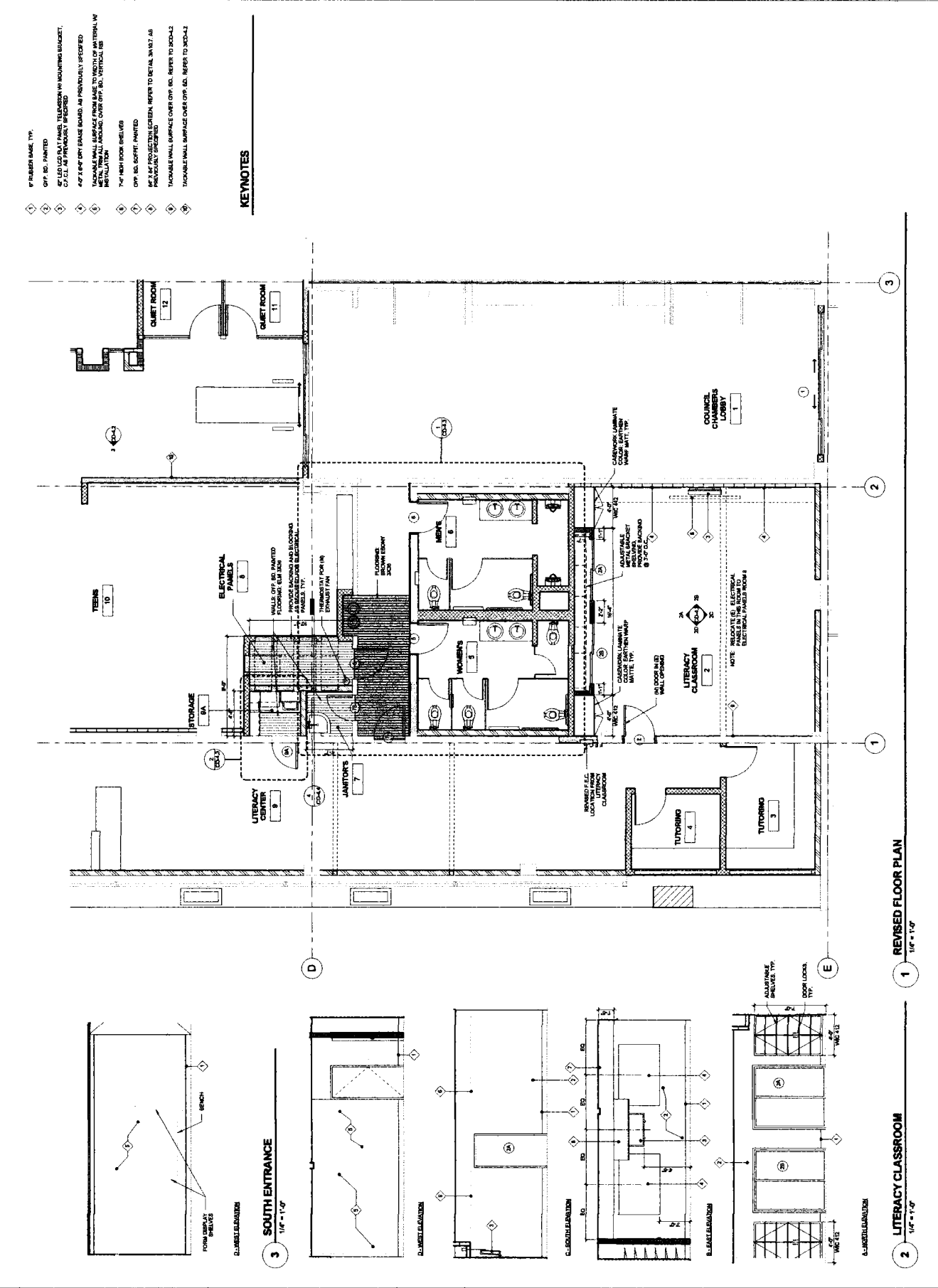
**CITY OF COMMERCE**  
 2528 Commerce Way  
 Commerce, CA 92620

**CITY OF COMMERCE**  
 CENTRAL LIBRARY  
 RENOVATION  
 500 MAIN STREET  
 COMMERCE, CA 92620

**REVISIONS**  
 NO. DATE BY  
 1 11/10/10 [unclear] [unclear]  
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 3 11/10/10 [unclear] [unclear]  
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**REVISED FLOOR PLAN**

**CD-4.2**



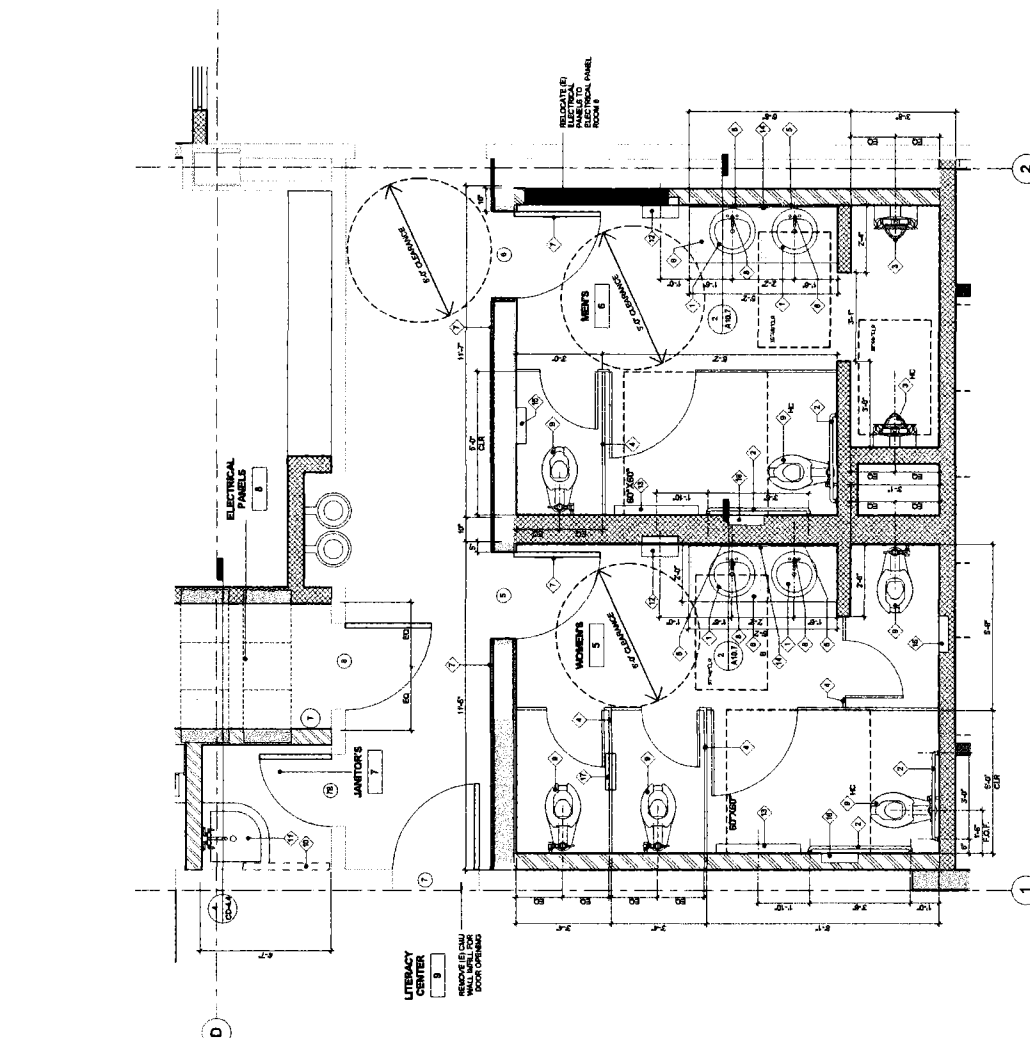
**1 REVISED FLOOR PLAN**  
 1/8" = 1'-0"

**2 LITERACY CLASSROOM**  
 1/8" = 1'-0"

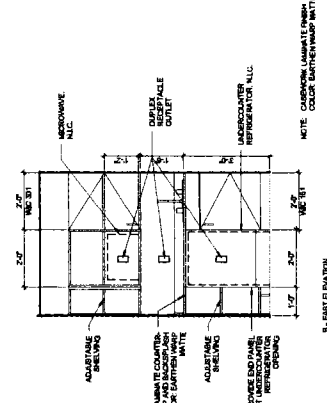
- 1. REFER TO PLUMBING DWGS. AS PREVIOUSLY SPECIFIED.
- 2. 1/2" DIA. BALLBEARINGS SEE DETAIL 86187
- 3. REFER TO PLUMBING DWGS. AS PREVIOUSLY SPECIFIED.
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NOTE: ALL LOCK AND/OR PLUMBING TO REMAIN THE SAME AS SHOWN ON SHEET SA-1

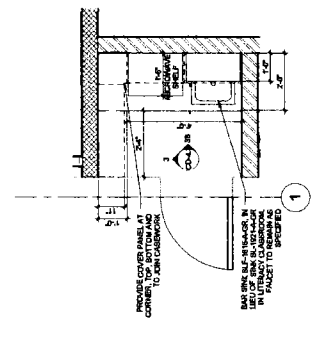
**KEYNOTES**



**1 REVISED RESTROOM PLAN**  
1/2" = 1'-0"



**3 STORAGE ROOM SA**  
1/2" = 1'-0"



**2 STORAGE ROOM SA**  
1/2" = 1'-0"



CITY OF COMMERCE  
2535 Commerce Way  
Commerce, CA 90040

CITY OF COMMERCE  
CENTRAL LIBRARY RENOVATION  
555 S. MAIN STREET  
COMMERCE, CA 90040

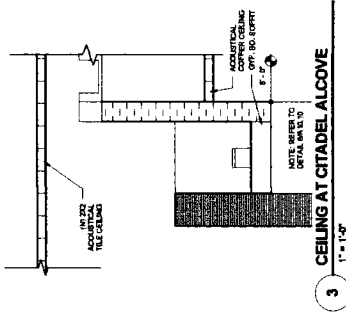
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JOB NO. 01-12

DESIGNED BY  
REFLECTED CEILING PLAN

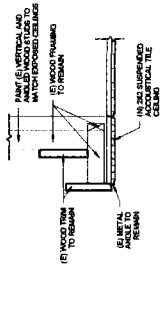
CD-4.4

- 7" THICK ACoustical FOAM CLONES WITH MPC COATING
- 4" WIDE LUMINA METAL CEILING. REFER TO DETAILS T164.103
- OP-10 STRUCTURE
- OP-10 CEILING
- Acoustic Coffin Ceiling. REFER TO DETAIL 204.102
- 2x3 Acoustic Tile Ceiling. REFER TO DETAIL 204.102
- Light Fixture. REFER TO ELECTRICAL DIV. SYMBOLS INDICATES EMERGENCY FEATURE
- SPRAY AND RETURN REGISTERS. REFER TO MECHANICAL DIV.
- EXIT SIGN. REFER TO ELECTRICAL DIV. SYMBOLS MAY BE REQUIRED AT TIME OF FIELD INSPECTION.
- SECURITY CAMERA SIGNAL LOCATION I.E.G. IN THE FIELD BY THE OWNER
- WALL MOUNTED SPEAKER, FINAL LOCATION I.E.G. IN THE FIELD BY THE OWNER
- SHOULDER MOUNTED I.C.

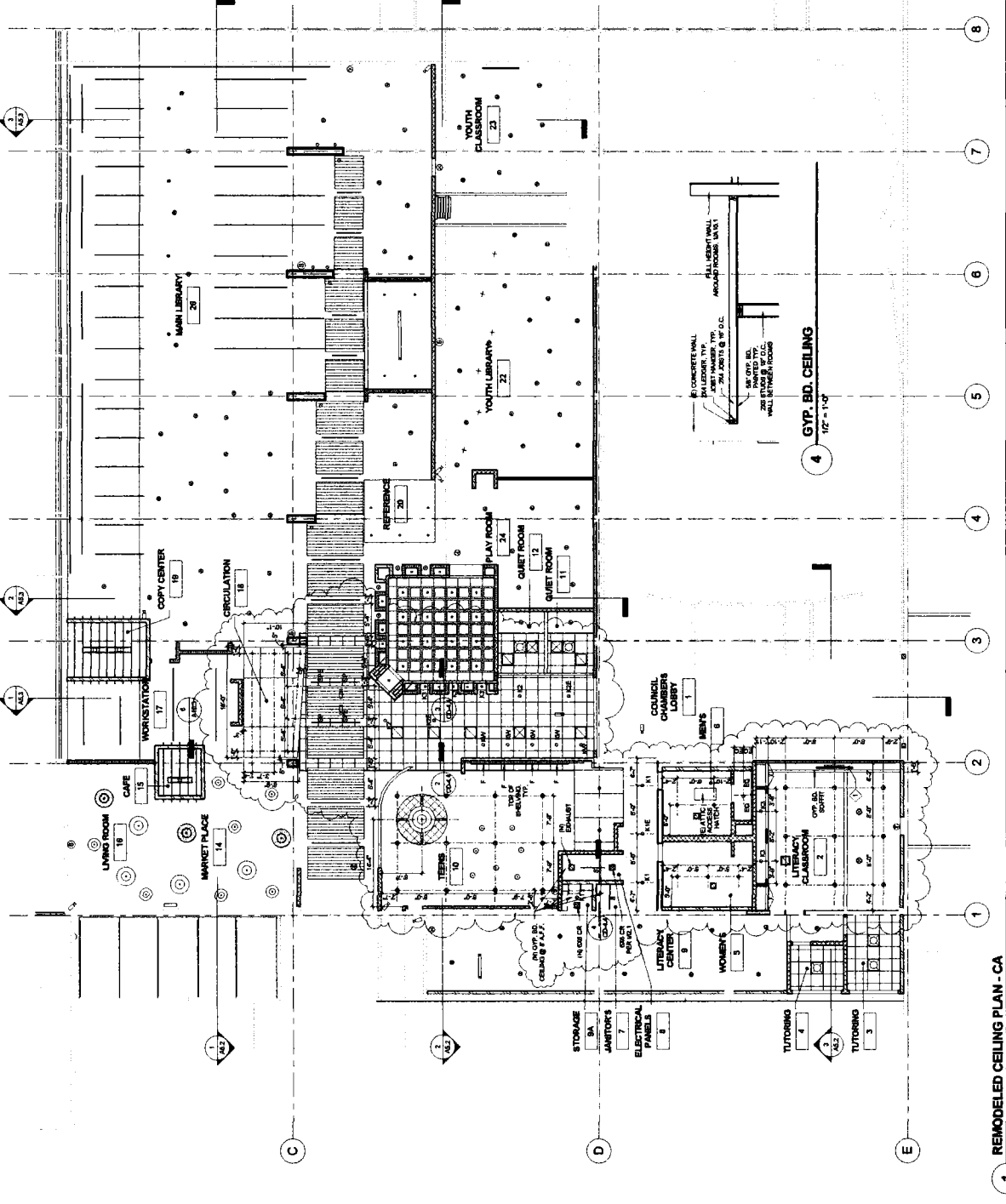
### REFLECTED CEILING PLAN LEGEND



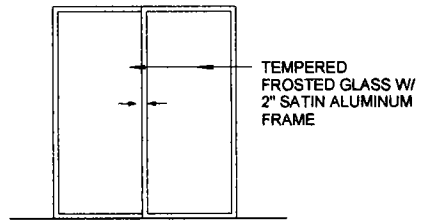
3 CEILING AT CITADEL ALCOVE  
1" = 1'-0"



2 CEILING EDGE  
1" = 1'-0"



#	DOOR			GLAZING	FRAME MATERIAL	FINISH	TYPE	FRAME			DETAILS			PANIC HDWR	NOTES
	TYPE	WIDTH	HEIGHT					MATERIAL	FINISH	TYPE	HEAD	JAMB	SILL		
1	C	14'-0"	7'-0"	ALUM	FF	STANDARD	N/A	N/A	N/A	7/A10.4	7/A10.4	7/A10.4	DECAL	01	EMERGENCY BREAKOUT ON SLIDING PANELS ONLY
2	B	3'-0"	7'-0"	WD	STAIN	VISION	B	HM	PT	2/A10.4	2/A10.4	2/A10.4	7/A10.8	05	PROVIDE 4X6 HDR
2A	G	6'-0"	7'-0"	ALUM	SATIN	FROSTED	-	-	-	-	-	-	-	-	PROVIDE 4X6 HDR
2B	G	6'-0"	7'-0"	ALUM	SATIN	FROSTED	-	-	-	-	-	-	-	-	PROVIDE 4X6 HDR
3	F	3'-0"	7'-0"	ALUM	FF	SINGLE	B	ALUM	PT	12/A10.4 SIM	12/A10.4 SIM	10/A10.4	7/A10.8	04	
4	F	3'-0"	7'-0"	ALUM	FF	SINGLE	B	ALUM	PT	12/A10.4 SIM	12/A10.4 SIM	10/A10.4	7/A10.8	04	
5	B	3'-0"	7'-0"	WD	STAIN	N/A	B	HM	PT	6/A10.4	6/A10.4	10/A10.4	4A&D/A10.8	05	
6	B	3'-0"	7'-0"	WD	STAIN	N/A	B	HM	PT	6/A10.4	6/A10.4	10/A10.4	4B&E/A10.8	05	
7	B	3'-0"	7'-0"	WD	STAIN	N/A	B	HM	PT	3/A10.4	3/A10.4	10/A10.4	7/A10.8	10	
7B	B	2'-6"	7'-0"	WD	STAIN	N/A	B	HM	PT	2/A10.4	2/A10.4	10/A10.4	7/A10.8	05.1	DOOR LOUVER 10'X18"
8	B	3'-0"	7'-0"	WD	STAIN	N/A	B	HM	PT	2/A10.4	2/A10.4	10/A10.4	7/A10.8	05.1	DOOR LOUVER 10'X18"
9	F	3'-0"	7'-0"	ALUM	FF	STANDARD	WIN. 3	ALUM	ANODIPT	1/A10.4	1/A10.4	10/A10.4	NO	02	MATCH COLOR OF (E) STOREFRONT FRAME
9A	B	2'-6"	7'-0"	WD	STAIN	N/A	B	HM	PT	3/A10.4	3/A10.4	10/A10.4	NO	05.1	DOOR LOUVER 10'X18"
11	B	3'-0"	6'-8"	WD	STAIN	N/A	WIN. 8	ALUM	ANODIPT	1/A10.4	1/A10.4	10/A10.4	7/A10.8	02	
12	B	3'-0"	6'-8"	WD	STAIN	N/A	WIN. 8	ALUM	ANODIPT	1/A10.4	1/A10.4	10/A10.4	7/A10.8	09	
13	D	12'-0"	7'-6"	ALUM	FF	STANDARD	N/A	ALUM	ANODIPT	7/A10.4	7/A10.4	7/A10.4	DECAL & 7/A103.8	01	EMERGENCY BREAKOUT ON SLIDING PANELS ONLY
14	(E)	6'-0"	7'-0"	WD	STAIN	(E) VISION	A	N/A	PT	N/A	N/A	N/A	N/A	12	REFINISH (E) WOOD DOOR
15A	E	3'-0"	2'-6"	WD	STAIN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	14	DOUBLE-ACTING
15B	E	3'-0"	2'-6"	WD	STAIN	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	14	DOUBLE-ACTING
16	(E)	6'-0"	7'-0"	WD	STAIN	(E) VISION	N/A	N/A	PT	N/A	N/A	N/A	N/A	11	REFINISH (E) WOOD DOOR
17	B	3'-0"	6'-8"	WD	STAIN	N/A	WIN. 17	ALUM	ANODIPT	1/A10.4	1/A10.4	10/A10.4	7/A10.8	07	
18	B	3'-0"	7'-0"	WD	STAIN	VISION	B	HM	PT	2/A10.4	2/A10.4	10/A10.4	7/A10.8	08	
19	(E)	3'-0"	7'-0"	N/A	STAIN	N/A	N/A	N/A	PT	N/A	N/A	N/A	N/A	15	(E) DOOR W/ (N) HARDWARE
20	B	3'-0"	7'-0"	WD	STAIN	N/A	B	HM	PT	2/A10.4	2/A10.4	10/A10.4	N/A	13	1HR RATED DOOR - ELECTRICAL ROOM



G  
DOOR TYPE G

CITY OF COMMERCE

Adrian-Gaus Architects, inc.

Sheet Title:

REVISED DOOR SCHEDULE

Date 01/20/14  
 Drawn by AGA  
 Scale 1/4" = 1'-0"

Sheet No.

CD-4.5

# JUNO ELECTRICAL SYSTEM, INC.

# PROPOSAL

951 S, Meridian ave. Alhambra, CA 91803 (T)626-282-5860 (F)626-282-8790

LIC#925886 B,C10. Since 1999

DATE: January 29, 2014

NUMBER: 2789-003

REF. NO: IB 4.1

JOB NO.:

**BILL TO:**

MTM Construction, Inc.  
16035 Pheonix Dr.  
City of Industry, CA 91745  
Attn: Won Choi

**JOB SITE ADDRESS:**

Central Library  
5655 Jillson St.  
Commerce, CA 90040

**JOB NAME: CENTRAL LIBRARY RENOVATION - COP#3**

**Scope of Work :**

- Remove (E) Panel "FA" & "F" and relocate with new panels at (N) Electrical Room as per CD4.2
- \*\* (E) main/branch conduit with feeders need to be re-route with necessary conduit/feeder wire/support devices.
- \*\* investigation hours are added for panel F and FA's branch CKTs - outdated panel directories
- As Per Revised Plan Credit on fixture type "K2", "K2E" at Circulation, "M1"(3EA), "K1" at Literacy Classroom. - 6fixtures deleted
- Furnish/Install New added fixtures "SP"(2EA), "SPE"(2EA) at Circulation, "F"(2EA) at Teens room, "K1" (2EA) at storage and corridor, and "K3"(2EA) at Literacy Classroom. - **Total 10 fixtures added**
- \*\*\* Lighting power CKT and control must be given by electrical engineer/customer and this may affect proposed price.

**NOTES :**

- The work scope of this proposal based on Instruction Bulletin 4.1, CD-4.2 & CD-4.4
- Disposal bin/Low Boy provided by general contractor or other
- Extra cost will be charged if additional work or change of quantity from above work scope imposed

**Exclusion:**

- Bond, city permit & electrical engineering fee
- Temporaty facility/fence/power/lighting & traffic control
- Any surface finishing works(concrete, asphalt, landscaping, drywall, stucco, painting & etc.)

To accommodate all work specified within drawing and specification.

**TOTAL \$ 25,300.00**

We propose parts and labor cost of --

**Twenty Five Thousand Three Hundred and 00/00 Dollars**

**PAYMENT TERMS:** Last payment is due within one month of completion and final inspection or a finance charge of 1.5% per month will be added to the total amount. All collection and legal expenses are to be paid by purchaser when past due and receipts are submitted for collection through agency, attorney or court in the state of California.

CUSTOMER'S SIGNATURE :

DATE :

CONTRACTOR'S SIGNATURE:

DATE: 1/29/2014

# JUNO ELECTRICAL SYSTEM, INC.

# ***PROPOSAL***

951 S, Meridian ave. Alhambra, CA 91803 (T)626-282-5860 (F)626-282-8790

LIC#925886 B,C10. Since 1999

DATE: February 3, 2014  
REF. NO: IB 4.1

NUMBER: 2789-004  
JOB NO.:

**BILL TO:**  
MTM Construction, Inc.  
16035 Pheonix Dr.  
City of Industry, CA 91745  
Attn: Won Choi

**JOB SITE ADDRESS:**  
Central Library  
5655 Jillson St.  
Commerce, CA 90040

**JOB NAME: CENTRAL LIBRARY RENOVATION - COP#4**

**Scope of Work :**

- Furnish/Install new power connection to EF in electrical room with necessary conduit/feeder/support/CKT Breaker
- \* EF, cable, and control device to be furnished by others

**NOTES :**

- The work scope of this proposal based on Instruction Bulletin 4.1
- Disposal bin/Low Boy provided by general contractor or other
- Extra cost will be charged if additional work or change of quantity from above work scope imposed

**Exclusion:**

- Bond, city permit & electrical engineering fee
- Temporaty facility/fence/power/lighting & traffic control
- Any surface finishing works(concrete, asphalt, landscaping, drywall, stucco, painting & etc.)

To accommodate all work specified within drawing and specification.

We propose parts and labor cost of --

**TOTAL \$ 750.00**  
**Seven Hundred Fifty and 00/00 Dollars**

**PAYMENT TERMS:** Last payment is due within one month of completion and final inspection or a finance charge of 1.5% per month will be added to the total amount. All collection and legal expenses are to be paid by purchaser when past due and receipts are submitted for collection through agency, attorney or court in the state of California.

CUSTOMER'S SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

DATE: 2/3/2014

# David M. Bertino, Mfg. Inc.

Contractor License #520857 - Woodwork Institute #406

DATE: January 21, 2014

1696 W. Mill St., units 21-22  
Colton, CA. 92324  
Phone (909) 888-9122 Fax (909) 381-5577

**Attn: Won Choi**

MTM Construction, Inc.  
16035 Phoenix Drive  
City of Industry, CA 91745  
(PH) (626) 934-1112 (Fax) (626) 934-1113

Prepared by: John Parkes

## Request for Change Order #1

JOB NAME: City of Commerce Central Library Renovation

Our Job #8131

Per IB 4.1

Proposed CREDIT to eliminate casework in the original Literacy Classroom layout = **\$1,030.00**

Proposed ADD for new layout in Literacy Classroom = **\$3,960.00**

35% Material = **\$1,386.00** and 65% Labor = **\$2,574.00**.

Proposed ADD for new layout of Storage 9A = **\$2,080.00**

35% material = **\$728.00** and 65% Labor = **\$1,352.00**.

ADD = **\$6,040.00**

CREDIT = **\$1,030.00**

TOTAL ADD = **\$5,010.00**

10% proffit = **\$501.00**

1 1/2% Bond = **\$82.67**

**TOTAL for this Change Order Request is an ADD of \$5,593.67**

We will not proceed until we receive a signed Change Order from you.



# Precision Doors and Millwork

14720 Central Avenue  
Chino, CA 91710  
(909)548-2700 Fax (909)548-2701

## Change Order Proposal

Proposal Date: 27-Jan-14

### City of Commerce

5655 Jillson St.  
Commerce, CA 90040

### Project Change Order Proposal # 1

Project # 5104

Proposal Date: 27-Jan-14

Contractor PO/Contract Date: 14-Nov-13

RevisionDate:

Contractor PO/Contract #:

Proposal Request Date: 22-Jan-14

Proposal Number: 001

Contractor Reference: Bulletin #4.1/ Field Memo #007

Proposed By: Brian Manley

DateReturned:

Status: Pending

Subject: Bulletin #4.1/ Field Memo #007

Remarks: Excludes installation of HM Frames (by others).

Excludes installation of New Hardware @ Existing Door Assemblies (by others). Excludes re-work to existing Doors & Frames (by others).

Action:

<u>Item</u>	<u>Qty</u>	<u>Type</u>	<u>Description</u>	<u>Lead Time</u>	<u>Unit Price</u>	<u>Extended</u>
1.	1	Material	Revised Hardware @ DR #07 (HW-10 in lieu of HW-05.1)		(\$104.48)	(\$104.48)
2.	1	Labor	Labor to install Revised Hardware @ DR #07		(\$34.17)	(\$34.17)
3.	1	Material	Revised Hardware @ DR #08 (HW-05.1.2 in lieu of HW-10)		\$161.43	\$161.43
4.	1	Labor	Labor to install Revised Hardware @ DR #08		\$116.68	\$116.68
5.	1	Material	Revised Hardware @ DR #11 (HW-09 in lieu of HW-02)		(\$1,073.29)	(\$1,073.29)
6.	1	Labor	Labor to install Revised Hardware @ DR #11		(\$267.68)	(\$267.68)
7.	1	Material	Added Door Assembly @ DR #07B (HM Frame, Wood Door & HW-05.1.1)		\$1,354.90	\$1,354.90
8.	1	Labor	Labor to install Wood Doors & Hardware @ ADDED DR #07B		\$220.48	\$220.48
9.	1	Material	Added Door Assembly @ DR #09A (HM Frame, Wood Door & HW-05.1)		\$1,326.70	\$1,326.70
10.	1	Labor	Labor to install Wood Doors & Hardware @ ADDED DR #09A		\$172.14	\$172.14

Subtotal: \$1,872.71

Tax 9.00%Included (Where applicable)

Shipping and Handling \$300.00

**Change Order Proposal Total: \$2,172.71**

**Ordering, fabrication or delivery of materials on this change order proposal will not proceed until Precision Doors receives written approval with PO/Authorization documentation.**

#### Acceptance of Proposal

The above changes, additions, deletions, lead times, and conditions are agreed to and hereby accepted. Precision Doors Millwork is authorized to do the work as noted above. Payment terms are net 30 days or according to the original terms of the purchase order or contract.

**MTM Construction**

16035 Phoenix De.

City of Industry, CA 91745

Phone:(626)934-1112 Fax:(626)934-1113

Approved By: **Won Choi, Project Manager**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PO Number \_\_\_\_\_



## CHANGE ORDER

Date: 2-03-14  
Change Order No: #2  
Reference No: COP #7- Bulletin #4.1  
Project Name: CITY OF COMMERCE CENTRAL LIBRARY  
Description of Work: Cost of Exhaust Fan based on EF-1

NO	MARK	DESCRIPTION	TOTAL
1	Exhaust Fan	Fan & Roof Curb	\$ 800.00
		Exhaust Air Duct & Register	\$ 450.00
		Supply Duct & Register	\$ 550.00
		Labor (1 Man X 3 Days)	\$ 1,500.00
		Apprentice (1 Man X 1 Day)	\$ 300.00

<b>SUBTOTAL</b>	<b>\$ 3,600.00</b>
<b>OVERHEAD AND PROFIT</b>	<b>\$ 540.00</b>
<b>TOTAL</b>	<b>\$ 4,140.00</b>

- Thermostat and Control Cabling Included

**CHANGE ORDER TOTAL \$ 4,140.00**

\_\_\_\_\_  
Jae Bae  
MEGA AIR CO. INC

\_\_\_\_\_  
ACCEPTED BY:



**Precision Doors and Millwork**  
 14720 Central Avenue  
 Chino, CA 91710  
 (909)548-2700 Fax (909)548-2701

**Change Order Proposal**  
**Proposal Date: 25-Feb-14**

**City of Commerce**  
 5655 Jillson St.  
 Commerce, CA 90040

**Project Change Order Proposal # 2**  
**Project # 5104**

Proposal Date: 25-Feb-14 Contractor PO/Contract Date: 14-Nov-13  
 Revision Date: Contractor PO/Contract #:   
 Proposal Request Date: 24-Feb-14 Proposal Number: 002  
 Contractor Reference: E-mail Request by Won Chol on 2-24-14 Proposed By: Brian Manley  
 Date Returned: Status: Pending

Subject: P&D Preps @ DR #'s 02, 05 & 06  
 Remarks:  
 Action:

<u>Item</u>	<u>Qty</u>	<u>Type</u>	<u>Description</u>	<u>Lead Time</u>	<u>Unit Price</u>	<u>Extended</u>
1.	1	Labor	Prep HM Frames @ DR #'s 02, 05 & 06 Onsite for P&D Anchors (Supply of Lag Bolts and installation of Frames by others)		\$425.00	\$425.00
Subtotal:						\$425.00
Tax 9.00% Included (Where applicable)						
Shipping and Handling						Included
<b>Change Order Proposal Total:</b>						<b>\$425.00</b>

**Ordering, fabrication or delivery of materials on this change order proposal will not proceed until Precision Doors receives written approval with PO/Authorization documentation.**

**Acceptance of Proposal**

*The above changes, additions, deletions, lead times, and conditions are agreed to and hereby accepted. Precision Doors Millwork is authorized to do the work as noted above. Payment terms are net 30 days or according to the original terms of the purchase order or contract.*

**MTM Construction**  
 16035 Phoenix De.  
 City of Industry, CA 91745  
 Phone:(626)934-1112 Fax:(626)934-1113

**Approved By:** Won Chol, Project Manager

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**PO Number** \_\_\_\_\_



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE\_CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 105  
 Date: 03/04/14  
 Contract No.: CC#1301

**SUBJECT: WALL HEIGHT/SCHEDULE at SOUTHEAST CORNER OF LIBRARY**

Drawing / Detail Number: A2.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

There is NO wall schedule in A2.1 for Southeast Corner of Library. I'd like to verify whether drywall should be installed full height wall per 2/A10.1

**RECOMMENDATION:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Mar04,2014/Tue  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

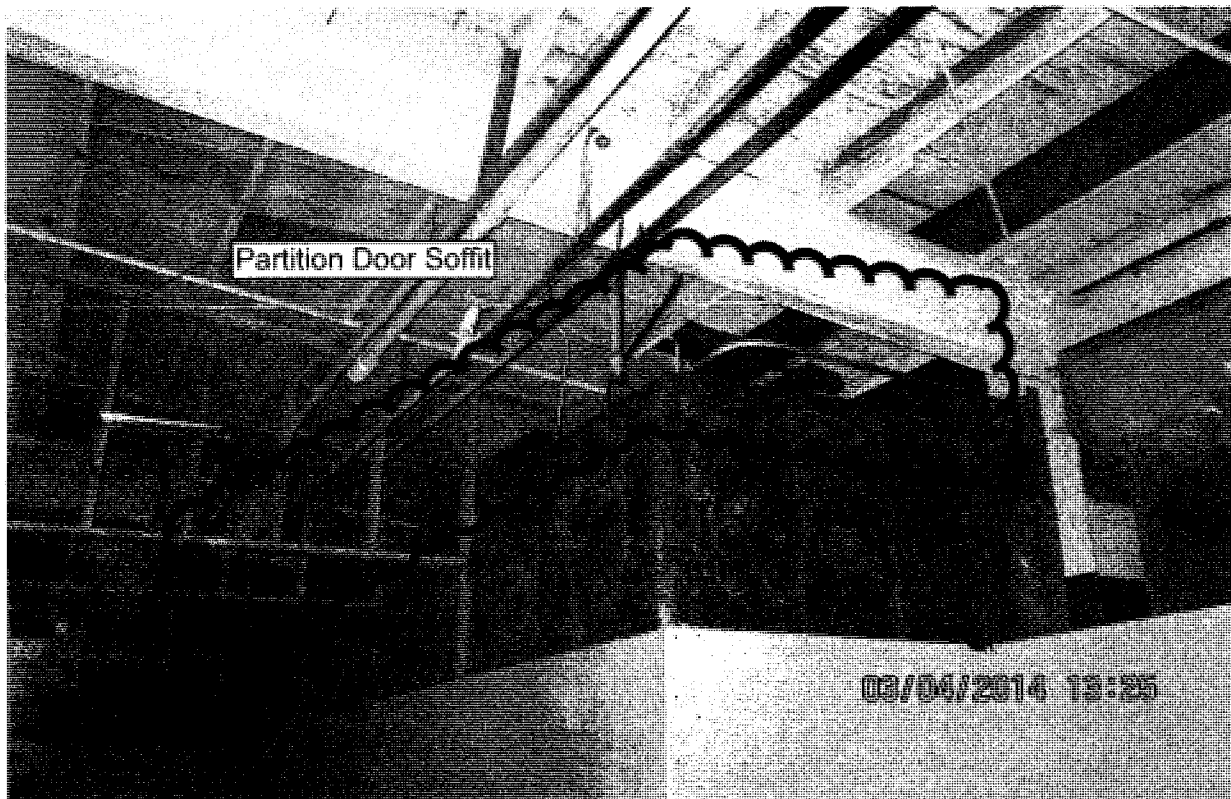
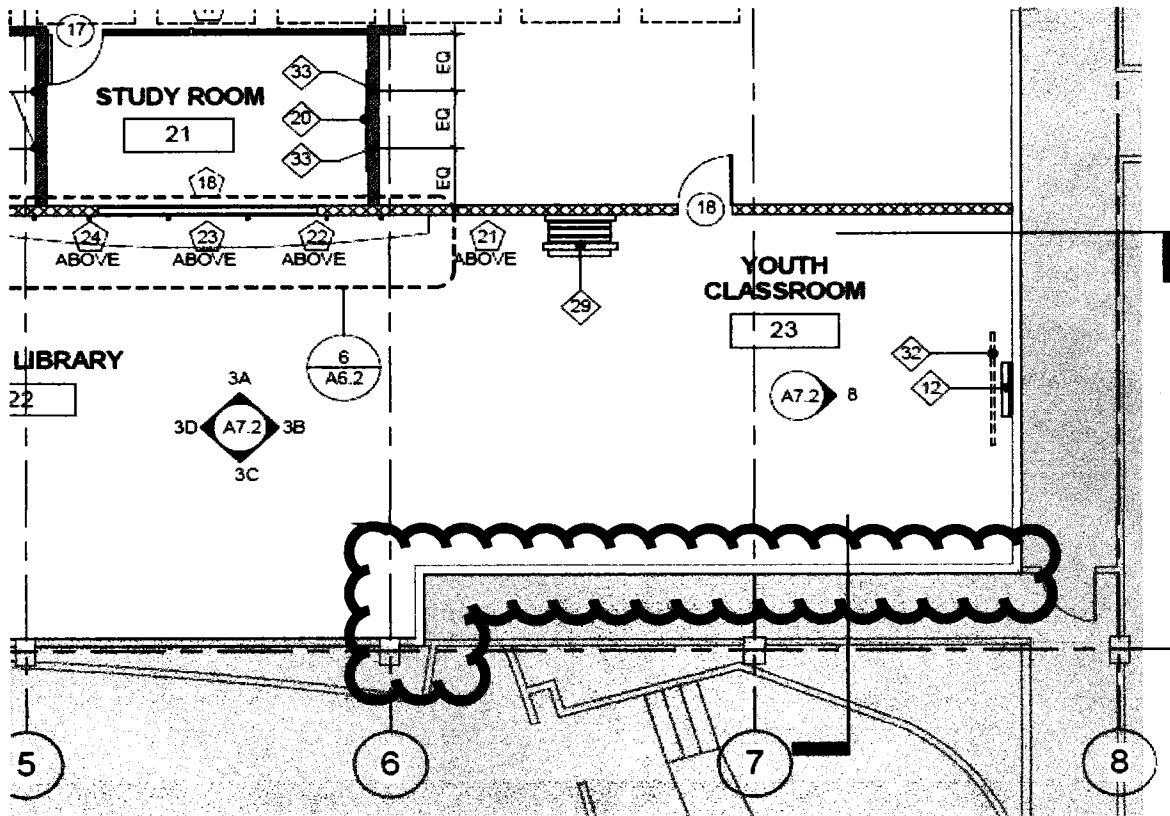
Response by: \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: \_\_\_\_\_  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_  
 \_\_\_\_\_  
*Owner Signature* *Name (Printed)* *Date*

Part of A2.1



**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 008

Reference Doc.:

RFI #: 43,76

Field Memo#

Proceed Order #:

**Full Description of Change in Scope:**

Date : 3/21/2014

Provide Low Voltage Works per RFI#043 & Data Lines for A/V System.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Please see attached Digital Tech & Juno's Quotes									
Not Included - Permit Fee, Cable Tray, Any Concrete Works.									
Carpenter	8.00	\$48.43	\$387.44						
Labor	8.00	\$43.86	\$350.88						
Scissor Lift Etc							1.00		\$250.00
<b>Subtotal:</b>	16.00	\$92.29	\$738.32	0.00	\$0.00	\$0.00	1.00	\$0.00	\$250.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$110.75			\$0.00			\$37.50
<b>Subtotal:</b>			<b>\$849.07</b>			<b>\$0.00</b>			<b>\$287.50</b>
<b>Total:</b>									<b>\$1,136.57</b>
<b>First Tier Subcontractor Cost:</b>	RFI#043 - JUNO								<b>\$10,330.00</b>
	RFI#043 - Digital Tech.								<b>\$5,000.00</b>
<b>GC's Compansable Cost:</b>	\$512.51/Per Day								T.B.D.
<b>Bond:</b>	(Including GC & First Tier Sub cost)								1% \$164.67
<b>GRAND TOTAL:</b>									<b>\$16,631</b>

Total time impact in calendar days of this Change Order Request:

3 days

Digital Tech./JUNO  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      3/21/2014  
G.C - NAME/TITLE      DATE



**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION		
Jesse, G	Grego	
Alex	Larry	
Hevta	April	
IOR		

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 043  
 Date: 01/22/14  
 Contract No.: CC#1301

**SUBJECT: VERIFICATION FOR LOW VOLTAGE WORK**

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

Please see attached.

**PROPOSAL:**

Please see attached

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Jan22,2014/Wed  
 Contractor's Signature Name (Printed) Date

**RESPONSE:** 1. Provide change order Request  
 2. Two  
 3. Two  
 4. VOD subcontractor  
 5. By VOD subcontractor

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: \_\_\_\_\_  
 Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Provide COR & proceed.  
 (Explain)

Response Reviewed and Approved by:  
Paul Banuelos for Alex Hamilton Paul Banuelos 1/24/14  
 Owner Signature Name (Printed) Date



**DIGITAL TECHNOLOGIES, INC.**

11650 Mission Park Drive, Suite 112, Rancho Cucamonga, Ca 91730

Tel (909) 563-8703 Fax (909) 657-9153

**REQUEST FOR INFORMATION**

**Project Name:** Commerce Central Library **RFI Number:** \_\_\_\_\_

**Project Location:** City of Commerce **Date:** 1-21-2014

**Requested By:** Ruben Fierro **Job Number** \_\_\_\_\_

**To:** MTM Construction **Attention:** Won Chol

**Subject:** Library Data Shop Drawing

Spec. Number	Specification	Section	Drawing Sheet .	Detail No.

**Description of Problem:**

- 1.) An additional Twenty Four (24) Cat6 Voice and Data cables, Two (2) Ceiling Mounted Projectors Locations, and One (1) Wifi Location, were noted and requested to be installed on submitted shop drawings, none of which were not in original contract, who is responsible for installation of these new Cat6 cables, or is a change order to install additional Cat6 Cables expected from Digital Technologies Inc.?
- 2.) How many Cat6 cables are to be installed at each Ceiling Mounted Projector Locations?
- 3.) How many Cat6 cables are to be installed at WiFi Locations?
- 4.) Who is responsible for furnishing and installing Projectors and Projector Mounts.
- 5.) What type of mounts are to be installed for Projectors (pole, bracket, etc)?

**Proposed Resolution of Problem:**

- 1.) Advise who is responsible for Cat6 cables that are not in original contract.
- 2.) Advise how many Cat6 cables are to be installed at each Ceiling Mounted Projector Locations.
- 3.) Advise how many Cat6 cables are to be installed at each WiFi Location.
- 4.) Advise who is responsible for Furnishing and installing Projectors and Projector Mounts
- 5.) Advise what type of mounts are to be installed for Projectors.

**Cost Impact: YES.**

**Schedule Impact: YES if requested information is not received.**

**Requested Date for RFI Response:** \_\_\_\_\_

**Review Comments:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**REVISIONS**

- 1. Change Report to include "Think" and "Do" Design as well as "Plan" Change in the legend.
- 2. Change Report to include "Do" and "Do" Design as well as "Plan" Change in the legend.
- 3. This is a "Do" Design (DD) and "Do" Design (DD) as well as "Plan" Change in the legend.
- 4. Change Report to include "Do" and "Do" Design as well as "Plan" Change in the legend.
- 5. Change Report to include "Do" and "Do" Design as well as "Plan" Change in the legend.
- 6. Change Report to include "Do" and "Do" Design as well as "Plan" Change in the legend.

No.	REVISION/STATUS	DATE

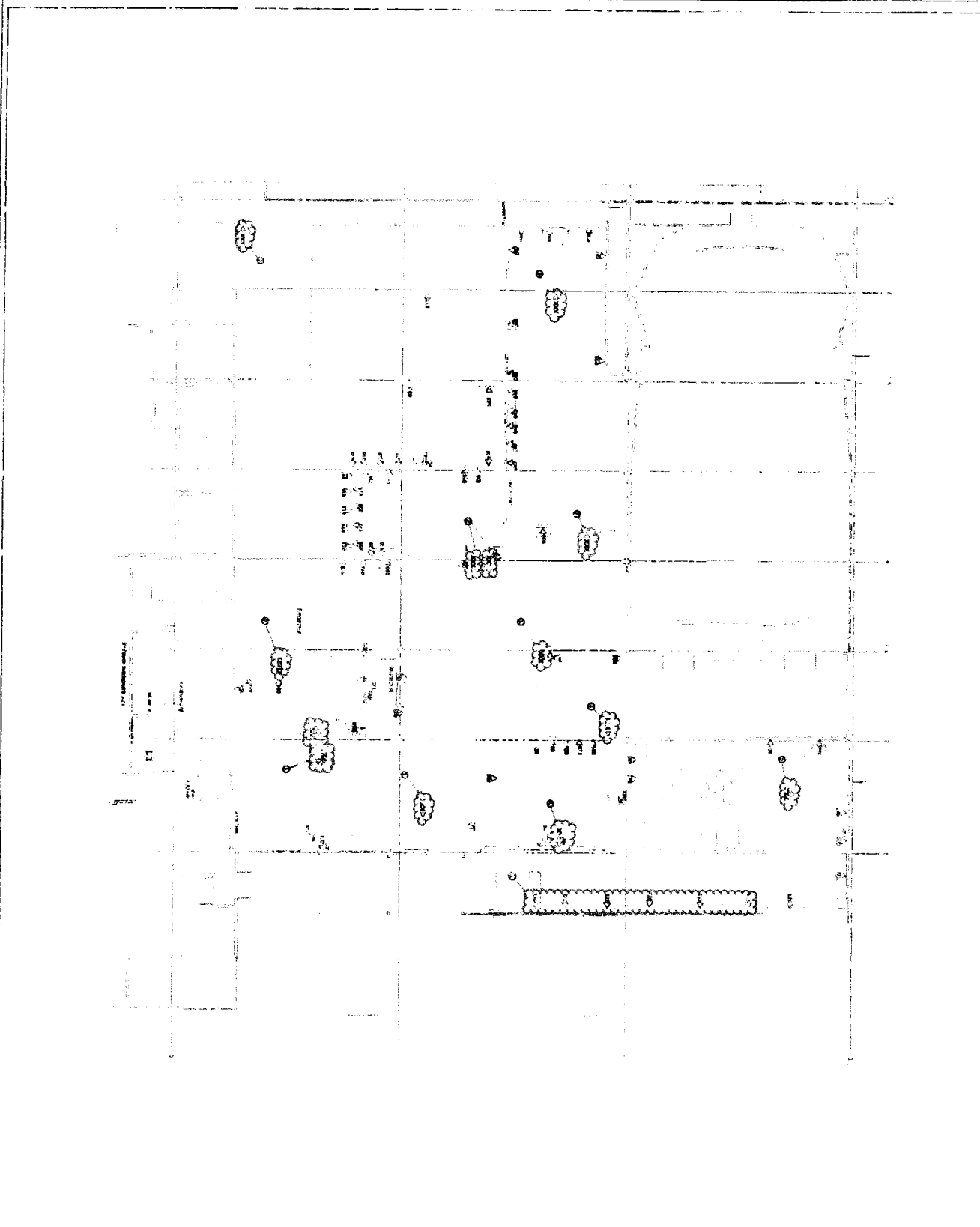


**MTM Construction**  
1805 Phoenix Drive  
City of Industry, CA 91745

**City of Commerce**  
Central Library Renovation  
8885 W. 11th Street  
Commerce, CA 90040

**Communications Plan**

PROJECT COMMUNICATIONS PLAN	SCALE 1:1
--------------------------------	--------------





## **Paul Banelos**

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**From:** Greco Venegas <grecov@ci.commerce.ca.us>  
**Sent:** Friday, January 24, 2014 1:24 PM  
**To:** Paul Banelos; Jesse Guerrero  
**Cc:** Alex Hamilton; Jacqueline Gonzalez; LARRY GARCIA  
**Subject:** RE: Central Library RFI #043

Hi Paul,

I would recommend recommend 2 cat6 ports for each wireless and projector for better future-proofing. Jesse, please let Paul know if you have a different thought/opinion. Regarding mounting – Checkpoint will install projectors and mount.

Thanks,  
Greco

**From:** Paul Banelos [<mailto:PBanelos@swinerton.com>]  
**Sent:** Friday, January 24, 2014 9:31 AM  
**To:** Greco Venegas; Jesse Guerrero  
**Cc:** Alex Hamilton; Jacqueline Gonzalez; LARRY GARCIA  
**Subject:** Central Library RFI #043

Greco and Jesse,

I will require your assistance to respond to the Central Library RFI #043. This regarding the additional Cat 6 cables not shown in the design documents but are required for operation of the Library. I need you to confirm the required quantity for each projector and Wi-Fi unit. The other portions of the RFI I can respond to but I want to verify you get the correct amount of cables.

Sincerely,

**Paul Banelos**

Project Manager | City of Commerce

Swinerton Management & Consulting

898 South Figueroa St., Ste. 3000

Los Angeles, CA 90017

© 2014-2015

[pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) | [www.swinerton.com](http://www.swinerton.com)



**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			
Beatriz		Greco	
Larry		IOR	

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 076  
 Date: 02/06/14  
 Contract No.: CC#1301

**SUBJECT: RELOCATION & NEW TV**

Drawing / Detail Number: A2.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

As we discussed at the site. I'd like to confirm the follow

- Relocation of TV at Market Place (room #14)
- Add (1) TV at Study Room (room #21) - Please provide a TV Spec.

**PROPOSAL:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Feb06.2014/Thu  
 Contractor's Signature Name (Printed) Date

**RESPONSE:**

- TV is to be relocated to Market Place Wall that faces Cafe above shelving.
- One TV will be added to Study Room #21, Provide 60" TV Rough-in for HDMI and Power.

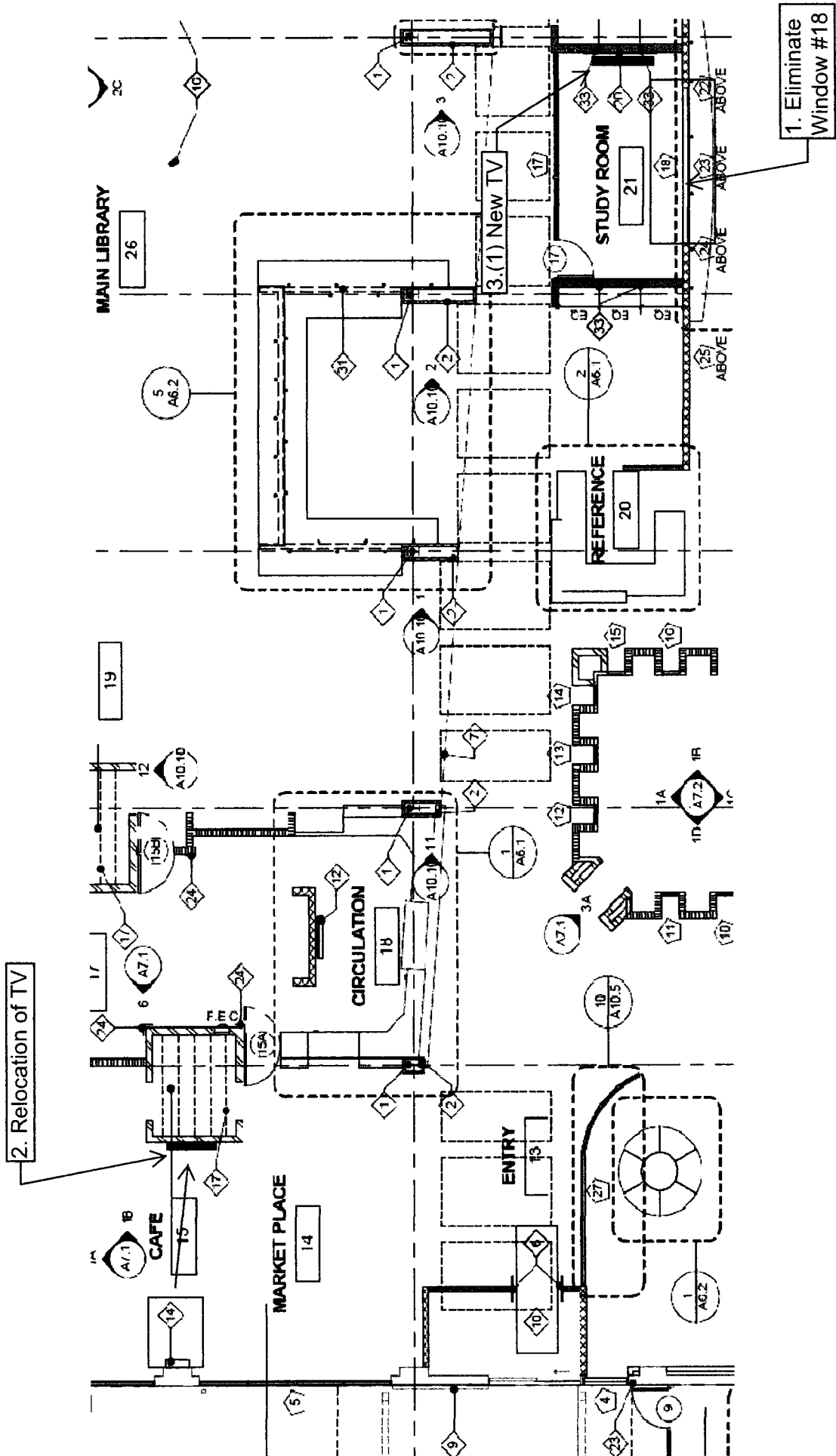
Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/12/14  
 Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Price and Proceed  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_  
Paul Banuelos for Alex Hamilton \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/12/14  
 Owner Signature Name (Printed) Date



## **Jacky Gonzalez**

---

**From:** Greco Venegas [greco@ci.commerce.ca.us]  
**Sent:** Thursday, February 13, 2014 12:19 PM  
**To:** Paul Banuelos; BEATRIZ SARMIENTO  
**Cc:** Jacqueline Gonzalez; Patrick Malloy; Daryl Cruser; Michael Shawver  
**Subject:** RE: Commerce Central Library - RFI #076 Response

Hi Paul

Yes this is correct,

Please also confirm that the 60" tv in Room #14 (Market Place) will be part of the MediaMaster system – so 2- data (cat6) will also be required at this location for that purpose in addition to the power. On the wall where the window is being drywalled we are also looking at putting a dry erase board on that wall.

The 60" TV in Room #21 (Study room) – will also be a 60" TV Sharp like the others – however this will not be tied into the Mediamaster system – if possible we would like a wallplate for HDMI inputs on the wall – but preferably routed into the table themselves with HDMI inputs in the center of the table along with power. TV speaker sound will be sufficient for this room.

Please let me know if you have any questions,  
Thank you.

---

**From:** Paul Banuelos [mailto:PBanuelos@swinerton.com]  
**Sent:** Wednesday, February 12, 2014 2:52 PM  
**To:** BEATRIZ SARMIENTO; Greco Venegas  
**Cc:** Jacqueline Gonzalez; Patrick Malloy; Daryl Cruser; Michael Shawver  
**Subject:** Commerce Central Library - RFI #076 Response

Beatriz and Greco,

Please confirm the scope revisions included in RFI #076 are acceptable. Once I receive your confirmation this response will be sent to the MTM. Thank-you

Sincerely,

**Paul Banuelos**

Project Manager | City of Commerce  
Swinerton Management & Consulting  
865 South Figueroa St., Ste. 3000  
Los Angeles, CA. 90017  
C: 213-814-8635  
[pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) | [www.swinerton.com](http://www.swinerton.com)

**From:** [Paul Banuelos](#)  
**To:** [Won Choi](#)  
**Cc:** [Jacqueline Gonzalez](#); [Ruben Fierro](#); [Jesse Guerrero \(ITSpecialist@ci.commerce.ca.us\)](#); [LARRY GARCIA \(FacilitiesSupervisor@ci.commerce.ca.us\)](#); [Greco Venegas \(grecov@ci.commerce.ca.us\)](#)  
**Subject:** RE: MTM\_commerce library : COP for Cable Tray.  
**Date:** Monday, March 03, 2014 10:48:14 AM

---

Won,

The City's vendor will provide and install the cable tray.

Sincerely,

**Paul Banuelos**

Project Manager | City of Commerce

**Swinerton Management & Consulting**

**865 South Figueroa St., Ste. 3000**

**Los Angeles, CA. 90017**

**C: 213-814-8635**

[pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) | [www.swinerton.com](http://www.swinerton.com)

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**From:** Won Choi [<mailto:wonchoi@mtminc.us>]  
**Sent:** Monday, March 03, 2014 10:45 AM  
**To:** Paul Banuelos  
**Cc:** Jacqueline Gonzalez; Ruben Fierro  
**Subject:** MTM\_commerce library : COP for Cable Tray.

Paul,

Attached please find COP for cable tray for your budgeting.

If you want us to provide it.

Please issue the field memo or Request for proposal to me.

Thank you,

---

**From:** Ruben Fierro [<mailto:rfierro@digitaltechnologies-inc.com>]  
**Sent:** Monday, March 03, 2014 10:43 AM  
**To:** 'Won Choi'  
**Subject:** RE: commerce library

Won,

Please see attached for your Revised Proposal of a now customer specified unventilated Cable tray.

This is a bit more costly, not only for the straight pieces, but it also required transition pieces (T-Junction and 90 degree junction).

Ruben Fierro  
Estimator/CAD Operator  
Digital Technologies Inc.

# JUNO ELECTRICAL SYSTEM, INC.

# PROPOSAL

951 S, Meridian ave. Alhambra, CA 91803 (T)626-282-5860 (F)626-282-8790

LIC#925886 B,C10. Since 1999

DATE: February 13, 2014  
REF. NO: RFI#043

NUMBER: 2789-002R  
JOB NO.:

**BILL TO:**  
MTM Construction, Inc.  
16035 Pheonix Dr.  
City of Industry, CA 91745  
Attn: Won Choi

**JOB SITE ADDRESS:**  
Central Library  
5655 Jillson St.  
Commerce, CA 90040

## **JOB NAME: CENTRAL LIBRARY RENOVATION - COP#2R**

### **Scope of Work :**

- Furnish/Install extra conduit for the LV/DATA System as per RFI #043 Answer and Digital Technologies, Inc. with necessary conduit/support/J-Box/elcnosure/pull-string.
  - \*\* Extra cost will be charged if additional work or change of quantity from above work scope imposed
  - \*\* Scissor Lift rental price is included in this proposal.
- Furnish/Install box and conduit work for the new TV locations with necessary conduit support and pull-string as per email from G.C. on 2/7/14 - CAFE15 & STUDY ROOM 21
  - \*\*\* additional 120V power receptacle may be required for study room 21

### **NOTES :**

- The work scope of this proposal based on RFI#043
- Disposal bin/Low Boy provided by general contractor or other
- Extra cost will be charged if additional work or change of quantity from above work scope imposed

### **Exclusion:**

- Bond, city permit & electrical engineering fee
- Temporaty facillity/fence/power/lighting & traffic control
- Any surface finishing works(concrete, asphalt, landscaping, drywall, stucco, painting & etc.)

To accommodate all work specified within drawing and specification.

We propose parts and labor cost of --

**TOTAL \$ 10,330.00**

**Ten Thousand Three Hundred Thirty Dollars**

**PAYMENT TERMS:** Last payment is due within one month of completion and final inspection or a finance charge of 1.5% per month will be added to the total amount. All collection and legal expenses are to be paid by purchaser when past due and receipts are submitted for collection through agency, attorney or court in the state of California.

CUSTOMER'S SIGNATURE :

DATE :

CONTRACTOR'S SIGNATURE:

DATE: 2/13/2014



# DIGITAL TECHNOLOGIES, INC.

March 3, 2014

MTM Construction

Attn: **Won Choi**

Re: **3/4/14 - Revised Change Order 001 – City of Commerce Central Library Renovation**

To: Won,

On behalf of **Digital Technologies, Inc.**, I would like to thank you for the opportunity to submit the following proposal of for the above referenced project. We have included all materials and labor (prevailing wages applied) for the items stated below.

**Digital Technologies Inc. is a Panduit Certified Installer (Certification Attached)**

**Scope of work- Voice and Data Network System (Panduit/General).**

1. **Furnish and Install Two (2) Cat6 Cables for two (2) Typical Voice/Data Outlets in Café Vending/Sales Area.**
2. **Furnish and Install Two (2) Additional Cat6 Cables to Typical Voice/Data Outlet in Copy Center.**
3. **Furnish and Install Two (2) Cat6 Cables for Wifi in Main Library South Corner.**
4. **Furnish and Install Two (2) Cat6 Cables for Ceiling Mounted Projector in Youth Class Room.**
5. **Furnish and Install Two (2) Cat6 Cables for Typical Voice/Data Outlet in Corridor near Quiet Room 11.**
6. **Furnish and Install Two (2) Cat6 Cables for Typical Voice/Data Outlet at Front Entry.**
7. **Furnish and Install Two (2) Cat6 Cables for Typical Voice/Data Outlet in Teens Area.**
8. **Furnish and Install Two (2) Cat6 Cables for Ceiling Mounted Projector in Literacy Classroom 2.**
9. **Furnish and Install Two (2) Cat 6 cables for Teen Center**
10. **Furnish and Install Two (2) Cat6 Cables in Literacy Center in Cabinet.**

**Total Change Order Price: \$5,000.00**

**Exclusions:**

1. **Network switches, routers, servers, WAP's. Etc. are to be provided by others.**
2. **Uninterruptible Power Supplies (UPS) to be provided by others.**
3. **CATV system to be provided by others.**
4. **All penetrations, pathways, electrical outlets, boxes, Cable Tray, conduits, raceways and Grounding to be provided by others.**
5. **Fire treated backboards to be provided by others**

We appreciate your consideration of **Digital Technologies, Inc.** for this project. We are prepared to commence with material procurement and resource allocations upon receipt of Notice to Proceed.

If you should have any questions regarding the information presented in this proposal, please feel free to contact me at 909-563-8703.

Sincerely,

Date: \_\_\_\_\_  
**Signature of Authorized Representative**

Ruben Fierro  
Estimator/CAD Operator

\_\_\_\_\_  
**Print Name:**

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 009

Reference Doc.:

RFI #: 27, 31, 35

Field Memo#

Proceed Order #:

**Full Description of Change in Scope:**

Date : 3/21/2014

Provide Furred Wall per RFI#27 & 31 at Literacy Center, Literacy Classroom and Concrete Wall, Column at Library and Provided Welded Bolts on HSS per RFI#35 Response.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Labor	32.00	\$43.86	\$1,403.52						
Carpenter	38.40	\$48.43	\$1,859.71						
Drywall Installer	32.00	\$48.43	\$1,549.76						
Drywall Finisher	32.00	\$48.07	\$1,538.24						
Gypsum Board				1,093	\$1.75	\$1,912.75			
Compund				25.00	\$8.00	\$200.00			
MISC. (Tape, Screw, Pins, Trim Etc)				1.00	\$1,500.00	\$1,500.00			
Resilient Channel				650.00	\$2.50	\$1,625.00			
EQ, Tools, Trash Bin							1.00	\$800.00	\$800.00
Insulation at Westside Wall				120.00	\$1.45	\$174.00			
Existing Wall Painting Prep.	-32.00	\$43.86	-\$1,403.52						
<b>Subtotal:</b>	102.40	\$232.65	\$4,947.71	1889.00	\$1,513.70	\$5,411.75	1.00	\$800.00	\$800.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$742.16			\$811.76			\$120.00
<b>Subtotal:</b>			<b>\$5,689.87</b>			<b>\$6,223.51</b>			<b>\$920.00</b>
<b>Total:</b>									<b>12,833.38</b>
<b>First Tier Subcontractor Cost:</b>	See Attached								<b>\$600.00</b>
<b>GC's O &amp; P per First Tier Sub.</b>							5%		\$671.67
<b>GC's Compensable Cost</b>						\$512.51/Per Day			T.B.D.
<b>Bond:</b>	(Including GC & First Tier Sub cost)						1%		\$141.05
<b>GRAND TOTAL:</b>									<b>\$14,246</b>

Total time impact in calendar days of this Change Order Request:

4 days

SUB. CON - NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

WON CHOI / PM \_\_\_\_\_ 3/21/2014  
G.C - NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_





**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 027  
 Date: 01/04/14  
 Contract No.: CC#1301

**SUBJECT: PROPOSE FURRED WALL**

Drawing / Detail Number: A1.1 & A2.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

1. There is a hanging wall at Literacy Center. I'd like to verify whether it can be removed. Please see the metal decking direction. - A1.1
2. I'd like to propose to provide a 4" furred wall at Eastside of Literacy Classroom (Room #2) to cover up the electrical conduits. - A2.1

**PROPOSAL:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi Jan03,2014/Fri  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

1. Not unless required or desired by owner.
2. Agree, please verify with City's Project Manager.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

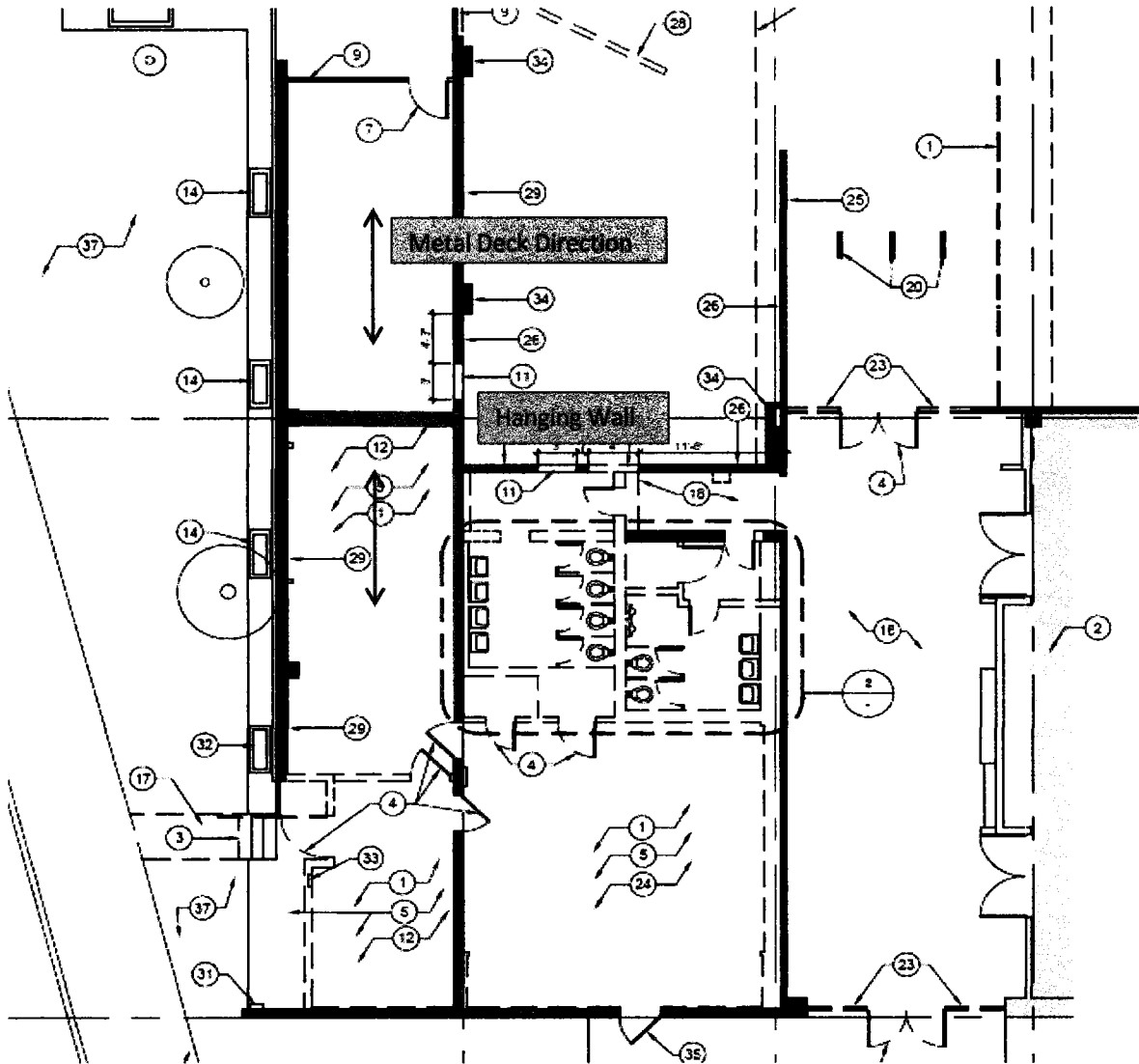
Response by: \_\_\_\_\_ April Kaufman 01/06/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

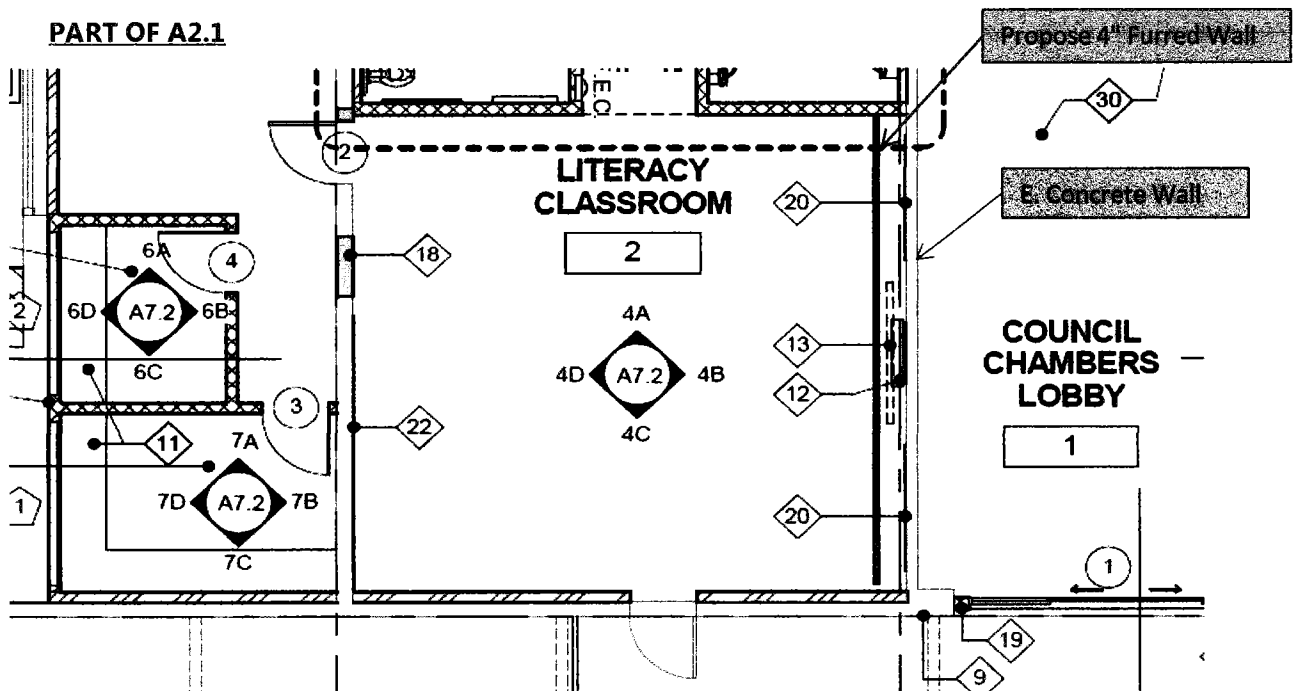
- Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: \_\_\_\_\_  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_  
 \_\_\_\_\_  
*Owner Signature* *Name (Printed)* *Date*

**PART OF A1.1**



**PART OF A2.1**





**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION		

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 031  
 Date: 01/09/14  
 Contract No.: CC#1301

**SUBJECT: LITERACY CENTER (ROOM#9) WALL**

Drawing / Detail Number: A9.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

The Plan (A9.1-Finish Schedule) calls out that Literacy Center Eastside wall provides only Painting without Gypsum Wall.

So, I'd like to propose the follow

1. Provide the Furred Wall at Literacy Center (room #9) Eastside of Wall to cover up the Electrical Conduit.
2. Provide 2 Layers of R-19 Insulation at top of West side of Wall
3. Please provide a Furred Wall Details

**PROPOSAL:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Jan09,2014/Thu  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

1. Provide furred wall using proposed option #B.
2. Acceptable
3. Proposed option #B to be used.

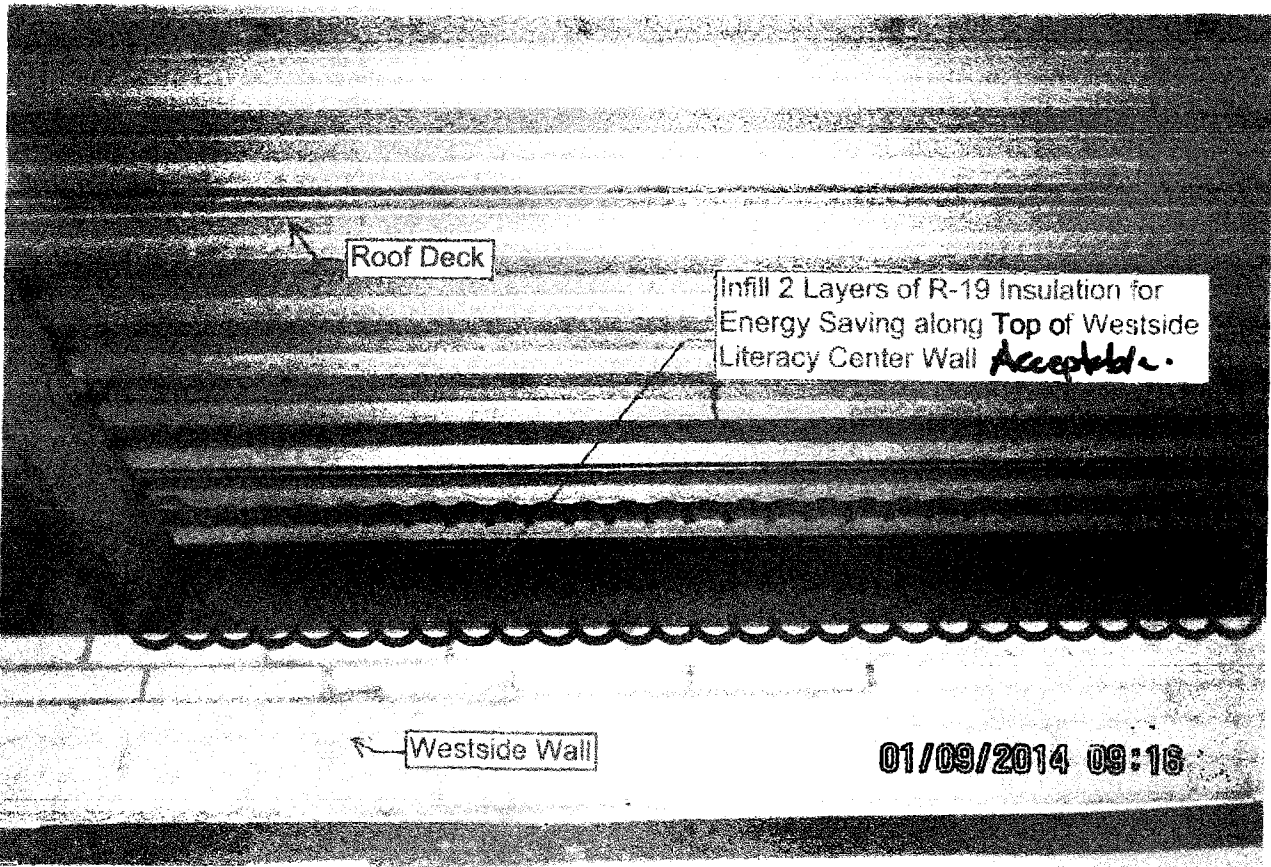
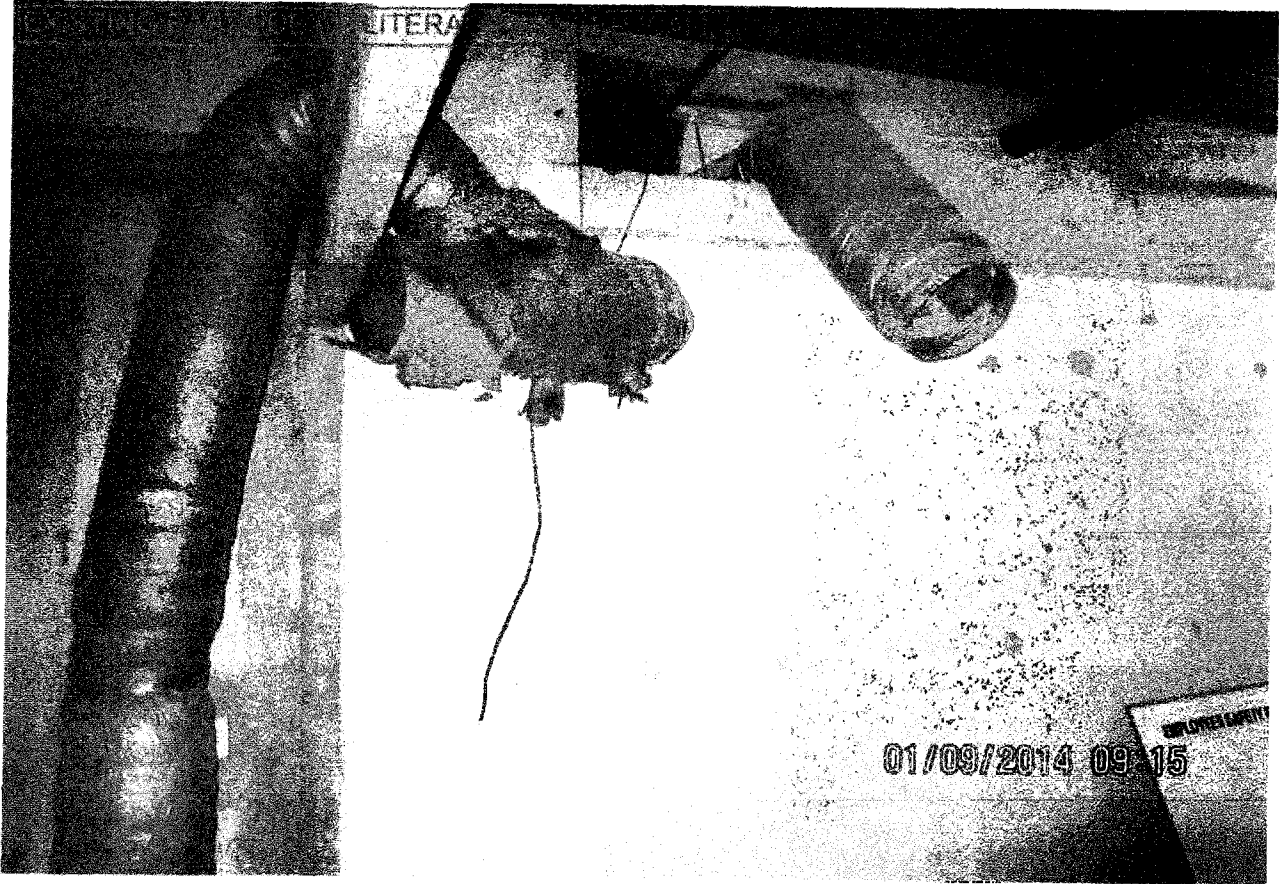
Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos Paul Banuelos 1/9/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Proceed as Required.  
 (Explain)

Response Reviewed and Approved by: Paul Banuelos for Alex Hamilton Paul Banuelos 1/9/14  
*Owner Signature* *Name (Printed)* *Date*



# Proposal for Furred Wall

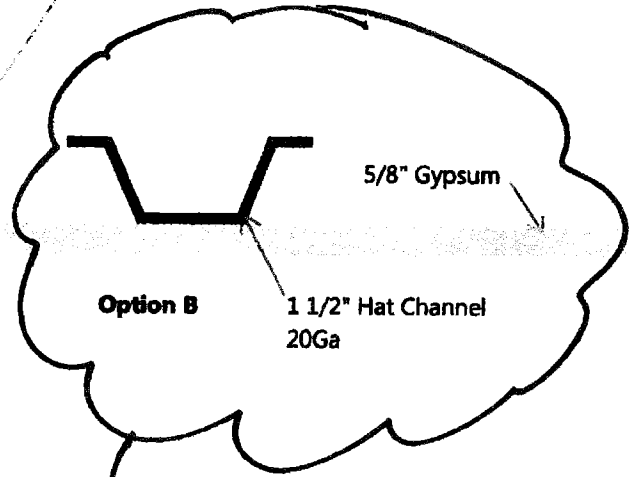
Existing Concrete Wall



**Option A** 2"x2" Lumber  
with A34 - 2pcs Each Stud



Electrical Conduit



*Provide option B*

**From:** [Won Choi](#)  
**To:** ["Paul Banuelos"](#)  
**Cc:** ["Jacqueline Gonzalez"](#); ["Edward Park"](#)  
**Subject:** MTM\_CC-CLR : Provide Furring Wall at Exposed Concrete & Masonry Wall  
**Date:** Thursday, January 23, 2014 9:29:00 AM  
**Attachments:** [RFI#031 - Furred Wall at Literacy Center.pdf](#)  
[Furred Wall at Exposed Concrete & Masonry Wall.pdf](#)

---

Paul,

I do not want to send a RFI again regarding providing of furring wall.  
I presume that furring wall should be provided per attached RFI's response wherever concrete and masonry wall, column is exposed.

Please advise me if my understanding is not correct.

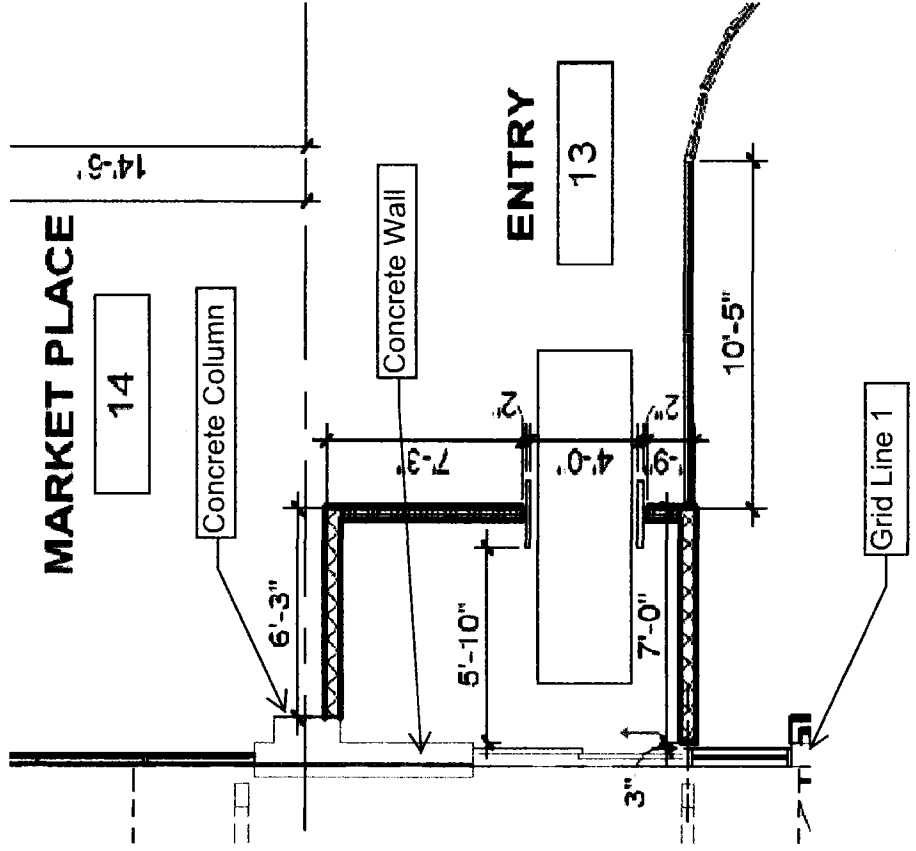
Thank you,

**Along GL 1**



Concrete Column

Exposed Concrete Wall



**MARKET PLACE**

14

Concrete Column

Concrete Wall

**ENTRY**

13

10'-5"

Grid Line 1

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 010

Reference Doc.:

RFI #: 18

Field Memo#

Proceed Order #:

**Full Description of Change in Scope:**

Date : 3/14/2014

Remove Existing Terrazzo Flooring and Provide New Topping Concrete at Tutoring Room per RFI#018 Response.

Breakdown	Direct Labor			Direct Materials			Misc.			
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost	
Labor	16.00	\$43.86	\$701.76							
Concrete & Finisher	24.00	\$48.22	\$1,157.28							
Carpenter	48.00	\$48.43	\$2,324.64							
Misc. (Expansion Joint,Epoxy,Sealant,Plywood,Stucco,Paint Etc)				1.00		\$1,500.00				
Concrete (3,000 psi)				6.00	\$200.00	\$1,200.00				
Pump							6.00	\$80.00	\$480.00	
Rebar (#4)				140.00	\$0.86	\$120.40				
Tool & Trash Bin							1.00		\$800.00	
<b>Subtotal:</b>	<b>88.00</b>	<b>\$140.51</b>	<b>\$4,183.68</b>	<b>147.00</b>	<b>\$200.86</b>	<b>\$2,820.40</b>	<b>7.00</b>	<b>\$80.00</b>	<b>\$1,280.00</b>	
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>	
<b>Overhead &amp; Profit (\$)</b>			<b>\$627.55</b>			<b>\$423.06</b>			<b>\$192.00</b>	
<b>Subtotal:</b>			<b>\$4,811.23</b>			<b>\$3,243.46</b>			<b>\$1,472.00</b>	
<b>Total:</b>									<b>\$9,526.69</b>	
<b>First Tier Subcontractor Cost:</b>	GAMA - Existing Terrazzo Demo.								<b>\$2,350.00</b>	
<b>GC's O &amp; P per First Tier Sub.:</b>							5%		\$117.50	
<b>GC's Compensable Cost:</b>						\$512.51/Per Day				
<b>Bond:</b>	(Including GC & First Tier Sub cost)							1%		\$119.94
<b>GRAND TOTAL:</b>									<b>\$12,114</b>	

Total time impact in calendar days of this Change Order Request:

                     days

GAMA  
SUB. CON - NAME/TITLE                      DATE

WON CHOI / PM    3/14/2014  
G.C - NAME/TITLE    DATE





**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION		
Alex H.		Larry G.
Herta G.		April

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 018  
 Date: 12/20/13  
 Contract No.: CC#1301

**SUBJECT: LITERACY CLASSROOM WALL FRAMING & UNEVEN FLOOR.**

Drawing / Detail Number: A1.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

- Per Notes #1 & 24/A.1.1. The Wall Framing should be removed and Ceiling Joists to remain at Literacy Classroom. But the Wall Framing can not be removed because the Ceiling Joists sit on Wall Frame.
- The Existing Floor is not even between Literacy Center and Tutoring Room. I'd like to verify whether leave as it is.

**PROPOSAL:**

- Provide temp. support until new wall is built up.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Dec20,2013/Fri  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

- Please provide temporary support until new wall is built.
- Level floor as needed.

Note: Remove terrazzo flooring material as required so new concrete subfloor can be used to level floor.

Provide concrete reinforcement similar to detail #3/A10.11.

Paul Banuelos 12/23/13

Cost Impact:  Yes  No  To Be Determined for floor leveling only  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined for floor leveling only

Response by: \_\_\_\_\_ April Kaufman \_\_\_\_\_ 12/23/13  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

- Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: \_\_\_\_\_  
 (Explain)

**Response Reviewed and Approved by:**

Paul Banuelos for Alex Hamilton Paul Banuelos 12/23/13  
*Owner Signature* *Name (Printed)* *Date*

At Literacy Classroom  
(Room #2)

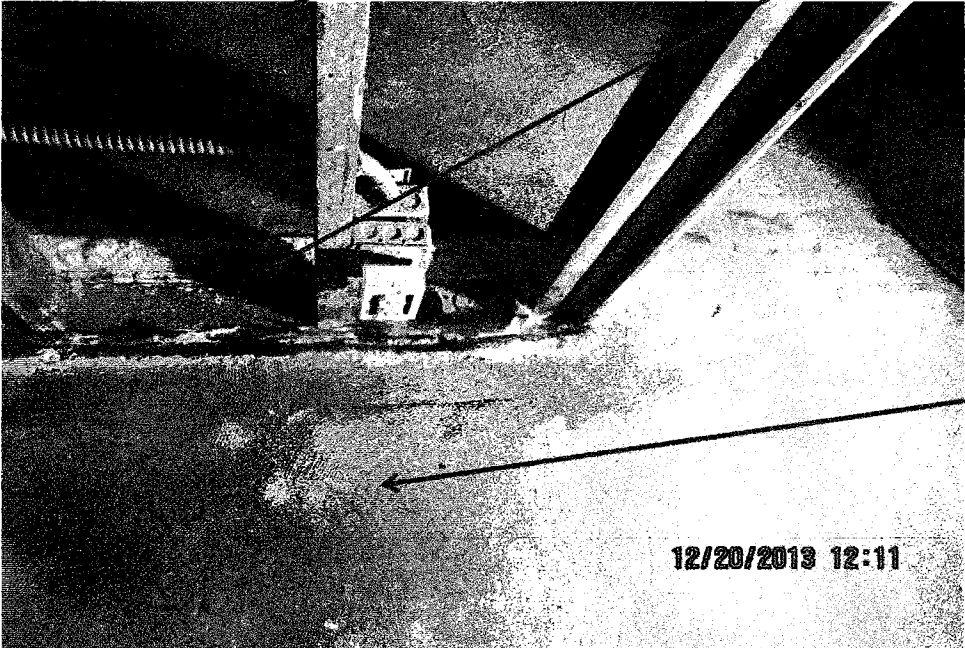
#24/A1.1  
Ceiling Joists to Remain  
(Joists sit on wall frame)



#1/A.1.  
Wall Framing  
should be removed

Literacy Center Floor  
(Room #9)

Uneven Floor Elevation



Tutoring Room  
(Room #4)

12/20/2013 12:11

**CHANGE ORDER**

**PROJECT #33115-CO5  
DATE: January 7, 2014**

**CLIENT**

MTM Construction Inc.  
16305 Phoenix Drive  
City of Industry, CA 91745  
Tel: (626)934-1112 Fax: (626)934-1113

**PROJECT INFORMATION**

Central Library Renovation  
5655 Jillson Street  
City of Commerce CA 90040

GAMA Contracting Services, Inc. is pleased to offer the following proposal for hazardous materials abatement at the above-referenced site.

**SCOPE OF WORK**

**Remove and dispose of Terrazzo concrete finish in Literacy Center Tutoring Room.**

**PROPOSAL AMOUNT: \$2,350.00**

The time needed for completion of this project shall be **ONE** working day(s). Proposal is based on the work being performed in **ONE** phase(s) and **ONE** mobilization(s).

**Proposal includes:** all labor, material and equipment necessary to perform scope of work as defined above.  
all work will be performed as per all local, State, and Federal Regulations.  
GL Insurance Coverage of \$1M / \$2M and WC Insurance Coverage of \$1M  
Prevailing Wage Rate

**Proposal excludes:** Third party air monitoring.  
Replacement of removed components.  
Any items or services not specifically included in the scope of work.

**Client responsible for:** Providing adequate staging area for: vehicles, material storage, and waste bin.  
Providing water, electricity and sanitary facilities.  
Prior removal of all obstructions from work area.  
Repair of incidental damage caused by abatement procedures.

**TERMS: Payment due upon completion of work. THIS PROPOSAL IS VALID FOR 30 DAYS**

Respectfully Submitted by,

\_\_\_\_\_  
Michael Gomez

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
DATE

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 011

Reference Doc.:

RFI #:

Field Memo#

Proceed Order #:

**Full Description of Change in Scope:**

Date : 2/5/2014

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
<b>A-Original Contract</b>									\$18,000.00
<b>B-Actual Permit Fee</b>									
Building									\$76,373.19
Interim Library Electrical									\$58.70
(S-Total)									\$76,431.89
B - A									<b>\$58,431.89</b>
<b>Subtotal:</b>	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$58,431.89
<b>Overhead &amp; Profit (%)</b>			15%			15%			5%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			\$2,921.59
<b>Subtotal:</b>			<b>\$0.00</b>			<b>\$0.00</b>			<b>\$2,921.59</b>
<b>Total:</b>									<b>\$2,921.59</b>
<b>First Tier Subcontractor Cost:</b>									<b>\$0.00</b>
<b>GC's O &amp; P per First Tier Sub.</b>							5%		\$0.00
<b>Bond:</b>	(Including GC & First Tier Sub cost)							1%	\$0.00
<b>GRAND TOTAL:</b>									<b>\$2,921.59</b>

Total time impact in calendar days of this Change Order Request:

0 days

SUB. CON - NAME/TITLE

DATE

WON CHOI / PM

2/5/2014

G.C - NAME/TITLE

DATE

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 012

Reference Doc.: 2/A1.1

RFI #: \_\_\_\_\_

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date : 2/6/2014

Breakdown	Direct Labor			Direct Materials			Misc.			
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost	
Remove Asbestos at Chambers Room Corridor										
Subtotal:	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	
Overhead & Profit (%)			15%			15%			15%	
Overhead & Profit (\$)			\$0.00			\$0.00			\$0.00	
Subtotal:			\$0.00			\$0.00			\$0.00	
<b>Total:</b>								<b>\$0.00</b>		
<b>First Tier Subcontractor Cost:</b>	GAMA							<b>\$1,200.00</b>		
<b>GC's O &amp; P per First Tier Sub.</b>								5%	\$60.00	
<b>Bond:</b>	(Including GC & First Tier Sub cost)							1%	\$12.60	
<b>GRAND TOTAL:</b>								<b>\$1,272.60</b>		

Total time impact in calendar days of this Change Order Request:

0 days

GAMA  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      2/6/2014  
G.C - NAME/TITLE      DATE

CHANGE ORDER

PROJECT #33115-CO4

DATE: January 7, 2014

**CLIENT**

MTM Construction Inc.  
16305 Phoenix Drive  
City of Industry, CA 91745  
Tel: (626)934-1112 Fax: (626)934-1113

**PROJECT INFORMATION**

Central Library Renovation  
5655 Jillson Street  
City of Commerce CA 90040

GAMA Contracting Services, Inc. is pleased to offer the following proposal for hazardous materials abatement at the above-referenced site.

**SCOPE OF WORK**

Remove and dispose of additional asbestos containing roofing debris on south east corner above Council Chambers in Main library.

**PROPOSAL AMOUNT: \$1,200.00**

The time needed for completion of this project shall be **ONE** working day(s). Proposal is based on the work being performed in **ONE** phase(s) and **ONE** mobilization(s).

Proposal **includes**: all labor, material and equipment necessary to perform scope of work as defined above. all work will be performed as per all local, State, and Federal Regulations. GL Insurance Coverage of \$1M / \$2M and WC Insurance Coverage of \$1M Prevailing Wage Rate

Proposal **excludes**: Third party air monitoring.  
Replacement of removed components.  
Any items or services not specifically included in the scope of work.

Client responsible for: Providing adequate staging area for: vehicles, material storage, and waste bin.  
Providing water, electricity and sanitary facilities.  
Prior removal of all obstructions from work area.  
Repair of incidental damage caused by abatement procedures.

TERMS: Payment due upon completion of work. THIS PROPOSAL IS VALID FOR 30 DAYS

Respectfully Submitted by,

\_\_\_\_\_  
Michael Gomez

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
DATE

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 013

Reference Doc.: 2/A1.1

RFI #:

Field Memo#

Proceed Order #:

**Full Description of Change in Scope:**

Date : 2/21/2014

Provide Architectural Woodwork per Bulletin#5.1

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Carpenter	6.00	\$48.43	\$290.58	1.00	\$1.00	\$500.00			
<b>Subtotal:</b>	6.00	\$48.43	\$290.58	1.00	\$1.00	\$500.00	0.00	\$0.00	\$0.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$43.59			\$75.00			\$0.00
<b>Subtotal:</b>			<b>\$334.17</b>			<b>\$575.00</b>			<b>\$0.00</b>
<b>Total:</b>									<b>\$909.17</b>
<b>First Tier Subcontractor Cost:</b>	David M. Bertino								<b>\$508.00</b>
<b>GC's O &amp; P per First Tier Sub.</b>							5%		\$25.40
<b>Bond:</b>	(Including GC & First Tier Sub cost)							1%	\$14.43
<b>GRAND TOTAL:</b>									<b>\$1,457</b>

Total time impact in calendar days of this Change Order Request:

0 days

Daivd M. Bertino

SUB. CON - NAME/TITLE

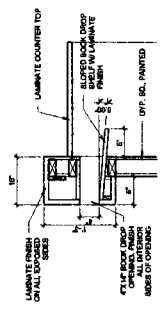
DATE

WON CHOI / PM

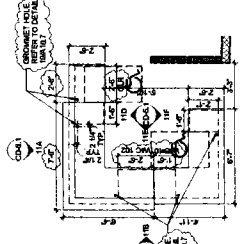
G.C - NAME/TITLE

2/21/2014

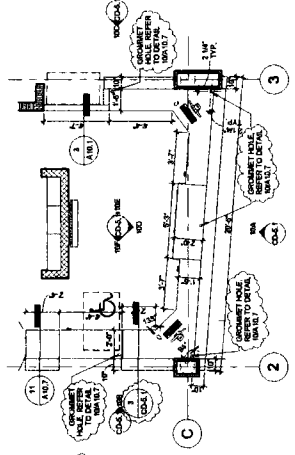
DATE



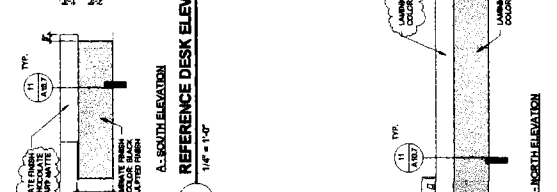
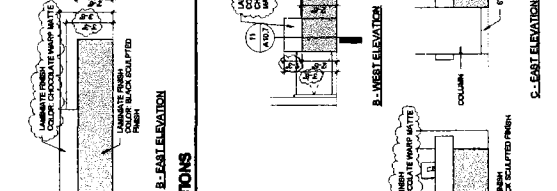
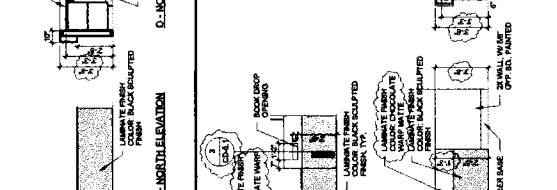
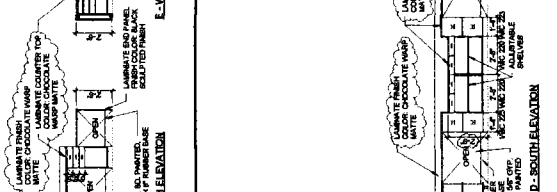
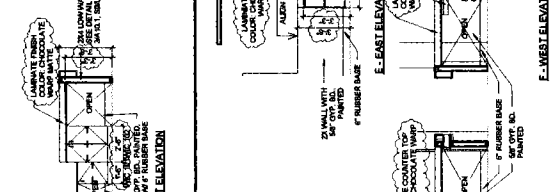
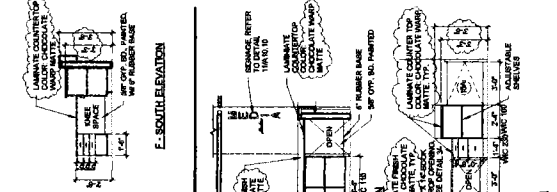
**3**  
**BOOK DROP**  
 $1" = 1'-0"$



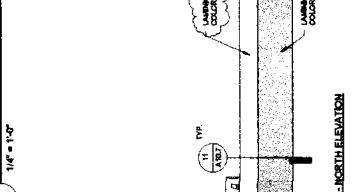
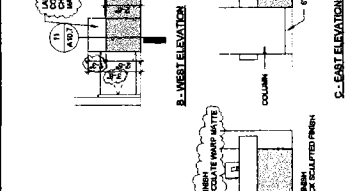
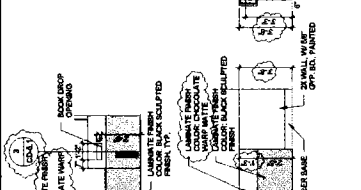
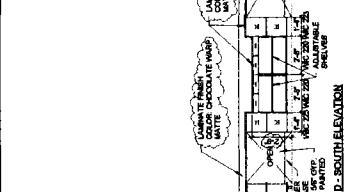
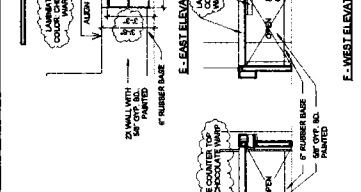
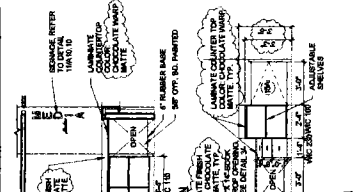
**2**  
**REFERENCE DESK**  
 $1/4" = 1'-0"$



**1**  
**ENLARGED CIRCULATION DESK PLAN**  
 $1/4" = 1'-0"$



**11**  
**REFERENCE DESK ELEVATIONS**  
 $1/4" = 1'-0"$



**10**  
**CIRCULATION DESK ELEVATIONS**  
 $1/4" = 1'-0"$



# David M. Bertino, Mfg. Inc.

Contractor License #520857 - Woodwork Institute #406

DATE: February 19, 2014

1696 W. Mill St., units 21-22  
Colton, CA. 92324  
Phone (909) 888-9122 Fax (909) 381-5577

**Attn: Won Choi**

MTM Construction, Inc.  
16035 Phoenix Drive  
City of Industry, CA 91745  
(PH) (626) 934-1112 (Fax) (626) 934-1113

Prepared by: John Parkes

## Request for Change Order #2

JOB NAME: City of Commerce Central Library Renovation

Our Job #8131

Per IB 5.1

Proposed cost to make changes to the Reference Desk and Circulation Desk.

Proposed ADD for new layout of book drop at Circulation Desk = **\$200.00**

35% Material = **\$70.00** and 65% Labor = **\$130.00**

Deleting 1 base cabinet and adding 1 base cabinet at Reference Desk is no price change.

Changing colors and height dimensions at both Desks is no price change.

Re-engineering fee = 3 hours at \$85.00 hr. = **\$255.00**

TOTAL ADD = **\$455.00**

10% profit = **\$45.50**

1 1/2% Bond = **\$7.50**

**TOTAL for this Change Order Request is an ADD of \$508.00**

We will not proceed until we receive a signed Change Order from you.

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 014

Reference Doc.: 2/A1.1

RFI #: 34

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date: 4/3/2014

Repair Existing Roof Frame per RFI#034 (#01 to 30 only & #31,32 are not included) and remove existing window opening device etc.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Carpenter (2 men x 3 days)	48.00	\$48.43	\$2,324.64						
Labor (Demo.)	8.00	\$43.86	\$350.88						
(2) Scissor Lifts & Tools & Materials Etc							1.00		\$1,000.00
Paint	8.00	\$40.45	\$323.60			\$100.00			
(1) Scissor Lift							1.00		\$250.00
NOT INCLUDED - Sanding Work for Paint Prep. At Roof Frame & RFI#034 - #31,32 items									
<b>Subtotal:</b>	64.00	\$132.74	\$2,999.12	0.00	\$0.00	\$100.00	2.00	\$0.00	\$1,250.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$449.87			\$15.00			\$187.50
<b>Subtotal:</b>			\$3,448.99			\$115.00			\$1,437.50
<b>Total:</b>									<b>\$5,001.49</b>
<b>First Tier Subcontractor Cost:</b>									
<b>GC's O &amp; P per First Tier Sub.</b>							5%		\$0.00
<b>GC's Compensable Cost:</b>	5 Days					\$512.51/Per Day			
<b>Bond:</b>	(Including GC & First Tier Sub cost)						1%		\$50.01
<b>GRAND TOTAL:</b>									<b>\$5,052</b>

Total time impact in calendar days of this Change Order Request:

2 days

If the COP is approved by Apr09,14

SUB. CON - NAME/TITLE      DATE

WON CHOI / PM

4/3/2014

G.C - NAME/TITLE

DATE

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # : 015

Reference Doc.: \_\_\_\_\_

RFI #: 90

Field Memo# 13

Proceed Order #: \_\_\_\_\_

Full Description of Change in Scope:

Date : 2/27/2014

Provide Fire Alarm Rough-in inside Drywall only per FA Contract Plan.

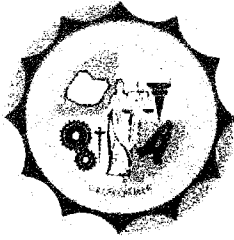
Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
<b>Not Included</b> 1. Wiring, Devices 2. Outside Drywall FA Work 3. Outside Building FA Work									
<b>Subtotal:</b>	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			\$0.00
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Total:</b>									\$0.00
<b>First Tier Subcontractor Cost:</b>	JUNO								\$4,240.00
<b>GC's O &amp; P per First Tier Sub.</b>							5%		\$212.00
<b>GC's Compensable Cost:</b>						\$512.51/Per Day			\$0.00
<b>Bond:</b>	(Including GC & First Tier Sub cost)						1%		\$44.52
<b>GRAND TOTAL:</b>									\$4,497

Total time impact in calendar days of this Change Order Request:

0 days

JUNO  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      2/27/2014  
G.C - NAME/TITLE      DATE



City of Commerce  
 Community Development Department  
 2535 Commerce Way  
 Commerce, CA 90040

## Field Memo #013

**Project:** Central Library Renovation Project

**Contract No:** 1301

**Issued to:** MTM Construction, Inc. (Contractor)

**Attention:** Won Choi

**Subject:** Fire Alarm Rough-in for Voluntary Upgrade

**Reference:**

This is a formal Notice to Proceed to provide labor and material for the Central Library Renovation's Proposed Future Fire Alarm Voluntary Upgrade. The conduit and junction boxes are to be installed in walls per the Tyco Sheet FA2, 1 of 3 shop drawings. The rough-in locations are for interior devices only, no exterior devices. Pull strings to be included. The final submitted costs are not to exceed \$4,500

Work is to be completed by Friday 2/28/14.

Please provide costs within the seven calendar days.

File: PCO # TBD

	Information Only		No Cost To The City
	Begin Work Immediately		<b>Submit A Price</b>
<b>X</b>	<b>Proceed With Work On</b>		Time and Material
	Paid On Bid Item (s)	<b>0</b>	Time Extension
	Agreed Price: \$	<b>0</b>	Calendar Days

If there are any exceptions to this Field Memo, a written response shall be provided within five (5) business days. Should you have any questions, please contact Paul Banuelos with Swinerton Management & Consulting at 213-814-8635.

**Requested By:** Patrick Malloy

**Issued By:** Paul Banuelos

**Reviewed By Owner:** For Patrick Malloy

**Issued On:** 2/25/14

Attachments: Sheet FA2, 1 of 3 (1) page

Cc: , Jorge Rifa, Patrick Malloy, Martha Gomez, Beatriz Sarmiento, Vilko Domic, Larry Garcia

# JUNO ELECTRICAL SYSTEM, INC.

# PROPOSAL

951 S, Meridian ave. Alhambra, CA 91803 (T)626-282-5860 (F)626-282-8790

LIC#925886 B,C10. Since 1999

DATE: Feb.27,2014  
REF. NO: Field Memo #12 & RFI#090

NUMBER:  
JOB NO.:

**BILL TO:**  
MTM Construction, Inc.  
16035 Pheonix Dr.  
City of Industry, CA 91745  
Attn: Won Choi

**JOB SITE ADDRESS:**  
Central Library  
5655 Jillson St.  
Commerce, CA 90040

## **JOB NAME: CENTRAL LIBRARY RENOVATION**

### Scope of Work :

- Furnish/Install Fire Alarm Rough-in Per Contract Plan (E3.3 & E0.4) conduit/support/J-Box/pull-string only inside drywall.

\*\* Extra cost will be charged if additional work or change of quantity from above work scope imposed

\*\* Scissor Lift rental price is included in this proposal.

### **NOTES :**

- Based on Tyco FA Shop Drawing.
- Disposal bin/Low Boy provided by general contractor or other
- Extra cost will be charged if additional work or change of quantity from above work scope imposed

### **Exclusion:**

- Outside Drywall & Building FA Rough-In
- Bond, city permit & electrical engineering fee
- Temporaty facility/fence/power/lighting & traffic control
- Any surface finishing works(concrete, asphalt, landscaping, drywall, stucco, painting & etc.)

To accommodate all work specified within drawing and specification.

**TOTAL \$ 4,240.00**

We propose parts and labor cost of –

**Four Thousand Two Hundred Forty and 00/00 Dollars**

**PAYMENT TERMS:** Last payment is due within one month of completion and final inspection or a finance charge of 1.5% per month will be added to the total amount. All collection and legal expenses are to be paid by purchaser when past due and receipts are submitted for collection through agency, attorney or court in the state of California.

CUSTOMER'S SIGNATURE :

DATE :

CONTRACTOR'S SIGNATURE:

DATE: Feb.27,2014

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 016

Reference Doc.:

RFI #: 60,77

Field Memo# 10,11

Proceed Order #:

**Full Description of Change in Scope:**

Date : 3/14/2014

Provide Concrete Saw Cutting, Removal, Pour-back and Provide Electrical Rough-In for Power, Data, Floor Outlet at Reference Desk, Main Library Desk, Study Room

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Labor	24.00	\$43.86	\$1,052.64						
Concrete & Finisher	8.00	\$48.22	\$385.76						
Concrete Demo.	32.00	\$43.86	\$1,403.52						
Concrete (3,000 psi)				2.00	\$200.00	\$400.00			
Pump							2.00	\$80.00	\$160.00
Rebar (#4)				100.00	\$0.86	\$86.00			
Tools (Con'c Cutter, Jack Hammer Etc)							1.00		\$1,000.00
Trash Bin & Misc. Materials (Epoxy Etc)							1.00		\$1,000.00
Electrical Work - Only Rough-In (Not included Data Wiring)			\$0.00			\$0.00			\$0.00
<b>Subtotal:</b>			\$2,841.92			\$486.00			\$2,160.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$426.29			\$72.90			\$324.00
<b>Subtotal:</b>			\$3,268.21			\$558.90			\$2,484.00
<b>Total:</b>									\$6,311.11
<b>First Tier Subcontractor Cost:</b>	JUNO (Electrical)								\$0.00
<b>GC's O &amp; P per First Tier Sub.:</b>									5% \$0.00
<b>GC's Compansable Cost:</b>									\$512.51/Per Day \$0.00
<b>Bond:</b>	(Including GC & First Tier Sub cost)								1% \$63.11
<b>GRAND TOTAL:</b>									\$6,374

Total time impact in calendar days of this Change Order Request:

0 days

JUNO

WON CHOI / PM

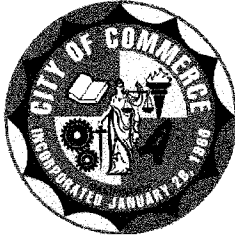
3/14/2014

SUB. CON - NAME/TITLE

DATE

G.C - NAME/TITLE

DATE



City of Commerce  
Community Development Department  
2535 Commerce Way  
Commerce, CA 90040

## Field Memo #010

**Project:** Central Library Renovation Project

**Contract No:** 1301

**Issued to:** MTM Construction, Inc. (Contractor)

**Attention:** Won Choi

**Subject:** Under SOG Electrical Rough-in for Room #21 Table

**Reference:** Email Request

This is a request **for pricing only** to provide under slab on grade electrical rough-in for Room #21. The scope is for one 120V electrical duplex outlet and one HDMI data port centered on the room's floor.

Please provide costs within the seven calendar days.

File: PCO # TBD

Information Only		No Cost To The City
Begin Work Immediately	X	<b>Submit A Price</b>
<b>Proceed With Work On</b>		Time and Material
Paid On Bid Item (s)	0	Time Extension
Agreed Price: \$	0	Calendar Days

If there are any exceptions to this Field Memo, a written response shall be provided within five (5) business days. Should you have any questions, please contact Paul Banuelos with Swinerton Management & Consulting at 213-814-8635.

**Requested By:** Patrick Malloy

**Issued By:** Paul Banuelos

*Paul Banuelos*

**Reviewed By Owner:** For Patrick Malloy

**Issued On:** 2/22/14

Attachments: Email Request (1) page

Cc: , Jorge Rifa, Patrick Malloy, Martha Gomez, Beatriz Sarmiento, Vilko Domic, Larry Garcia

## Paul Banelos

---

**From:** Greco Venegas <grecov@ci.commerce.ca.us>  
**Sent:** Thursday, February 20, 2014 6:20 PM  
**To:** Paul Banelos  
**Cc:** BEATRIZ SARMIENTO; Edward Hernandez  
**Subject:** Power Pole/ Saw Cutting Option

Hi Paul,

Could you please look into the four seating stations in the collection area that are designated to have power poles installed. We are concerned about the sturdiness/safety of the poles as well as the aesthetics of having such a tall pole installed at those locations for power.

Could you please look into the option of installing power on the floor (saw cutting) to the four tables with at least four outlets per table? Could you please look into the doing the same for the large table in the large study room.

The purpose of this is to have a convenient, easy to access power outlet for patrons to plug in their devices for charging and to prevent previous issues we experienced with power cables traversing walkways.

Thank you, please let us know if you have any questions.

Greco Venegas  
Technical Services Supervisor  
City of Commerce Public Library  
Ph: (323) 722-6660 x2833  
Fx: (323) 724-1978  
[www.cocpl.org](http://www.cocpl.org)





City of Commerce  
 Community Development Department  
 2535 Commerce Way  
 Commerce, CA 90040

## Field Memo #011

**Project:** Central Library Renovation Project

**Contract No:** 1301

**Issued to:** MTM Construction, Inc. (Contractor)

**Attention:** Won Choi

**Subject:** Under SOG Electrical Rough-in Reading Tables

**Reference:** Email Request

This is a request **for pricing only** to provide under slab on grade electrical rough-in for four pairs of reading tables in lieu of the four power poles shown in the design drawings. The scope is for one 120V electrical duplex outlet to replace the power pole at each location.

Provide alternate pricing for a double gang with two 120V electrical duplex outlets for each location that is to receive a power pole at the reading tables.

Please provide costs within the seven calendar days.

File: PCO # TBD

	Information Only		No Cost To The City
	Begin Work Immediately	X	Submit A Price
	Proceed With Work On		Time and Material
	Paid On Bid Item (s)	0	Time Extension
	Agreed Price: \$	0	Calendar Days

If there are any exceptions to this Field Memo, a written response shall be provided within five (5) business days. Should you have any questions, please contact Paul Banuelos with Swinerton Management & Consulting at 213-814-8635.

**Requested By:** Patrick Malloy

**Issued By:** Paul Banuelos

*Paul Banuelos*

**Reviewed By Owner:** For Patrick Malloy

**Issued On:** 2/22/14

Attachments: Email Request (1) page

Cc: , Jorge Rifa, Patrick Malloy, Martha Gomez, Beatriz Sarmiento, Vilko Domic, Larry Garcia

## Paul Banelos

---

**From:** Greco Venegas <grecov@ci.commerce.ca.us>  
**Sent:** Thursday, February 20, 2014 6:20 PM  
**To:** Paul Banelos  
**Cc:** BEATRIZ SARMIENTO; Edward Hernandez  
**Subject:** Power Pole/ Saw Cutting Option

Hi Paul,

Could you please look into the four seating stations in the collection area that are designated to have power poles installed. We are concerned about the sturdiness/safety of the poles as well as the aesthetics of having such a tall pole installed at those locations for power.

Could you please look into the option of installing power on the floor (saw cutting) to the four tables with at least four outlets per table? Could you please look into the doing the same for the large table in the large study room.

The purpose of this is to have a convenient, easy to access power outlet for patrons to plug in their devices for charging and to prevent previous issues we experienced with power cables traversing walkways.

Thank you, please let us know if you have any questions.

Greco Venegas  
Technical Services Supervisor  
City of Commerce Public Library  
Ph: (323) 722-6660 x2833  
Fx: (323) 724-1978  
[www.cocpl.org](http://www.cocpl.org)



**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 060  
 Date: 01/24/14  
 Contract No.: CC#1301

**SUBJECT:** ELECTRICAL CONDUIT ROUTE AT REFERENCE DESK (ROOM#20)

Drawing / Detail Number: E3.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

Please provide electrical conduit route because there is no wall to run the conduit.

**PROPOSAL:**

See Attached

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi Jan24,2014/Fri  
 Contractor's Signature Name (Printed) Date

**RESPONSE:**

Route proposed is acceptable.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

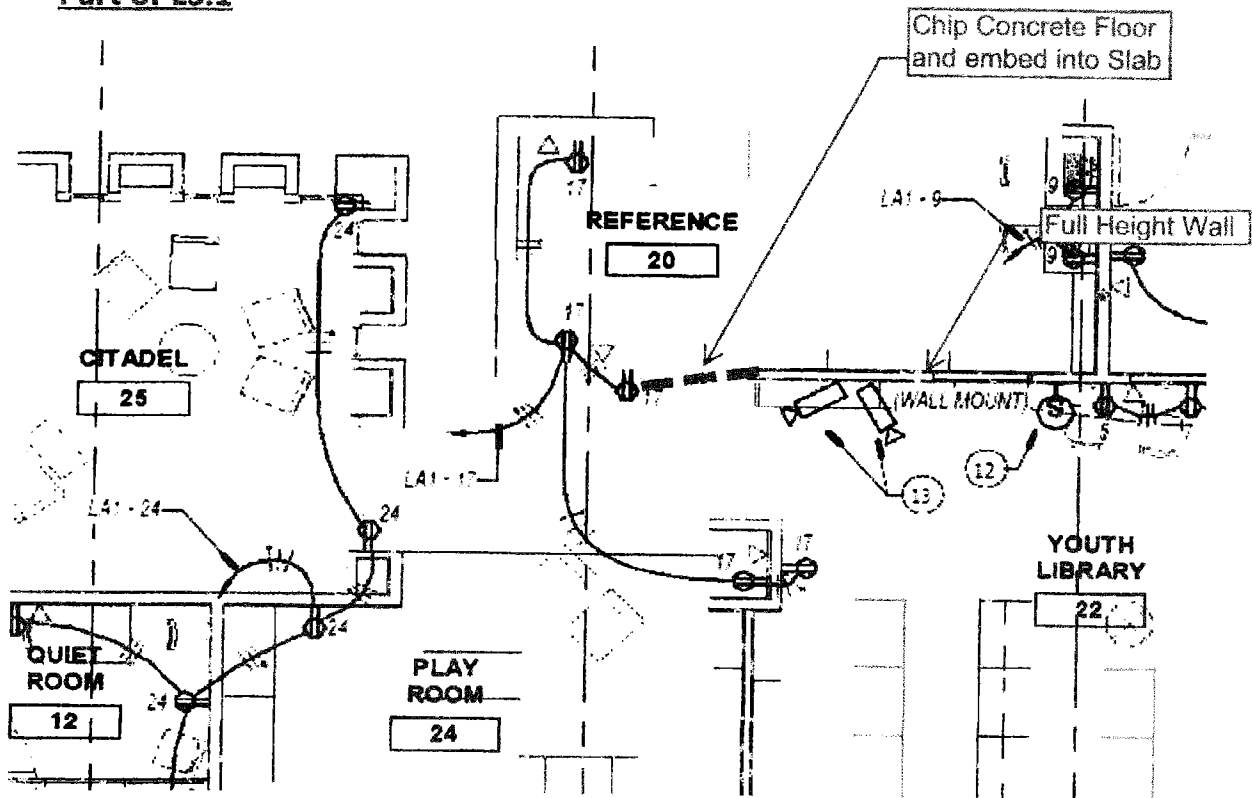
Response by: \_\_\_\_\_ April Kaufman 01/27/14  
 Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Price & Proceed.  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul B. \_\_\_\_\_ 1/27/14  
 Owner Signature Name (Printed) Date

**Part of E3.1**



**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 017

Reference Doc.: Attachment

RFI #: 99

Field Memo#                     

Proceed Order #:                     

Full Description of Change in Scope:

Date: 3/3/2014

Provide Building Insulation.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Labor (1) Scissor Lift	16.00	\$43.86	\$701.76	2008.00	\$ 0.78	\$1,566.24			\$250.00
<b>Subtotal:</b>			\$701.76			\$1,566.24			\$250.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$105.26			\$234.94			\$37.50
<b>Subtotal:</b>			<b>\$807.02</b>			<b>\$1,801.18</b>			<b>\$287.50</b>
<b>Total:</b>									<b>\$2,895.70</b>
<b>First Tier Subcontractor Cost:</b>									<b>\$0.00</b>
<b>GC's O &amp; P per First Tier Sub.:</b>							5%		\$0.00
<b>GC's Compensable Cost:</b>						\$512.51/Per Day			
<b>Bond:</b>		(Including GC & First Tier Sub cost)					1%		\$28.96
<b>GRAND TOTAL:</b>									<b>\$2,925</b>

Total time impact in calendar days of this Change Order Request:

0 days

\_\_\_\_\_  
SUB. CON - NAME/TITLE                      DATE

WON CHOI / PM    3/3/2014

\_\_\_\_\_  
G.C - NAME/TITLE                                      DATE

**From:** Paul Banelos  
**To:** Won Choi  
**Cc:** Jacqueline Gonzalez; BEATRIZ SARMIENTO (Director,Library@ci.commerce.ca.us); pmalloy@ci.commerce.ca.us  
**Subject:** RE: MTM\_CC-CLR : RFI#099 - Building Insulation at Drywall  
**Date:** Friday, February 28, 2014 5:04:51 PM

Won,

Please proceed with procuring the material listed in your proposal below.

Sincerely,

**Paul Banelos**

Project Manager | City of Commerce

**Swinerton Management & Consulting**

865 South Figueroa St., Ste. 3000

Los Angeles, CA. 90017

C: 213-814-8635

[pbanelos@swinerton.com](mailto:pbanelos@swinerton.com) | [www.swinerton.com](http://www.swinerton.com)

**From:** Won Choi [mailto:wonchoi@mtminc.us]  
**Sent:** Thursday, February 27, 2014 1:46 PM  
**To:** Paul Banelos  
**Cc:** Jacqueline Gonzalez  
**Subject:** FW: MTM\_CC-CLR : RFI#099 - Building Insulation at Drywall

Paul,

As requested the follow is included Tutoring Room.

Please let me know. I'll send formal COP if you want to have the insulation.

Thank you,

### **Building Insulation Proposal**

Room Name	Q'ty			Amount			
	Length	High	Area (SQF)	Unit/Price	Material	Labor	Misc.
Study Room	44	10	440				
Quiet Room	42	18	756				
Literacy Center	20	14	280				
	-32	14	-448				
Tutoring Room	30	14	420				
Restroom	46	14	644				
	-30	14	-420				
Hallway	24	14	336				
Electrical Room	24	14	336				
Literacy Classroom	-24	14	-336			1 Man x 2days	(1) Scissor Lift
<b>S-TOTAL</b>			2,008	\$0.78	\$1,566	\$702	\$500
				<b>\$2,768</b>			
GC 6%			\$166				
<b>TOTAL</b>			<b>\$2,934</b>				

---

**From:** Won Choi [mailto:[wonchoi@mtmnc.us](mailto:wonchoi@mtmnc.us)]  
**Sent:** Thursday, February 27, 2014 7:45 AM  
**To:** 'Paul Banuelos'  
**Cc:** 'Jacqueline Gonzalez'; 'Edward Park'  
**Subject:** RE: MTM\_CC-CLR : RFI#099 - Building Insulation at Drywall

Paul,

Attached find my proposal for building insulation.  
Please let me know.

Thank you,



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 099  
 Date: 02/26/14  
 Contract No.: CC#1301

**SUBJECT: BUILDING INSULATION (R-19) AT DRYWALL**

Drawing / Detail Number: A2.2 & A10.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

I'd like to verify the drywall schedule for building insulation. The building insulation is not needed except electrical room per A10.1 & A2.2 Please clarify.

**RECCOMENDATION:**

Provide the R-19 building insulation at QUIET, STUDY room and Tutoring, Restroom Room.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi Feb26,2014/Wed  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: \_\_\_\_\_  
*Signature* *Name (Printed)* *Date*

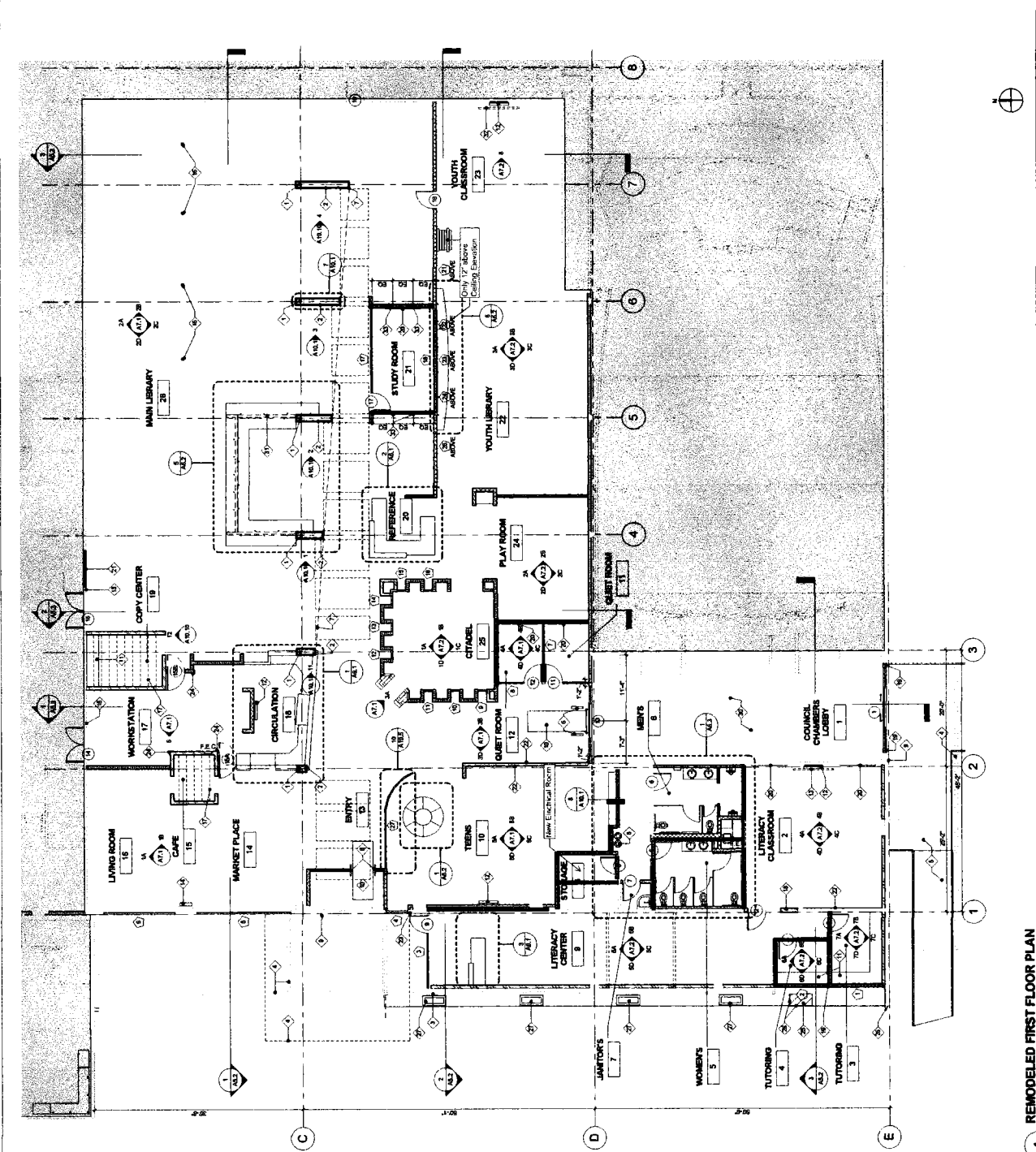
**OWNER AUTHORIZATION (please check one):**

- Proceed as noted above. NO COST.
- Proceed at Force Account.
- Submitt price PRIOR to proceeding.
- Other: \_\_\_\_\_  
(Explain)

Response Reviewed and Approved by: \_\_\_\_\_  
 \_\_\_\_\_  
*Owner Signature* *Name (Printed)* *Date*



- GENERAL NOTES**
- REFER TO SHEET A2.2 FOR FINISHES
  - REFER TO SHEET A2.3 FOR FINISHES
  - REFER TO SHEET A2.4 FOR FINISHES
  - REFER TO SHEET A2.5 FOR FINISHES
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**1 REMODELED FIRST FLOOR PLAN**
  
 1/8" = 1'-0"

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 018

Reference Doc.: \_\_\_\_\_

RFI #: \_\_\_\_\_

Field Memo# 12

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date: 3/4/2014

Remove Fire Alarm Scope of Work per Field Memo#12

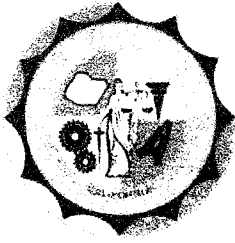
Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Contract with Tyco									
Original									-\$25,507.21
Revised									\$3,627.75
Included Smoke Duct Detectors for Original									
Revised Contract Costs for Engineering for Submittal, Plan Check, Shop Drawing									
<b>Subtotal:</b>			\$0.00			\$0.00			-\$21,879.46
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			
<b>Subtotal:</b>			\$0.00			\$0.00			-\$21,879.46
<b>Total:</b>									-\$21,879.46
<b>First Tier Subcontractor Cost:</b>									\$0.00
<b>GC's O &amp; P per First Tier Sub.:</b>							5%		
<b>GC's Compansable Cost:</b>						\$512.51/Per Day			
<b>Bond:</b>			(Including GC & First Tier Sub cost)				1%		
<b>GRAND TOTAL:</b>									-\$21,879

Total time impact in calendar days of this Change Order Request:

0 days

Tyco  
 \_\_\_\_\_  
 SUB. CON - NAME/TITLE                      DATE

WON CHOI / PM                                      3/4/2014  
 \_\_\_\_\_  
 G.C - NAME/TITLE                                      DATE



City of Commerce  
 Community Development Department  
 2535 Commerce Way  
 Commerce, CA 90040

**Field Memo #012**

**Project:** Central Library Renovation Project

**Contract No:** 1301

**Issued to:** MTM Construction, Inc. (Contractor)

**Attention:** Won Choi

**Subject:** Remove Fire Alarm Scope from Contract

**Reference:** RFI #090

This is a formal Notice to Proceed to **remove** the Fire Alarm Scope from the Central Library Project. The costs for engineering, shop drawings and plan check fees will need to be subtracted from pending credit.

Please provide costs within the seven calendar days.

File: PCO # TBD

	Information Only		No Cost To The City
	Begin Work Immediately	<b>X</b>	<b>Submit A Price</b>
<b>X</b>	<b>Proceed With Work On</b>		Time and Material
	Paid On Bid Item (s)	<b>0</b>	Time Extension
	Agreed Price: \$	<b>0</b>	Calendar Days

If there are any exceptions to this Field Memo, a written response shall be provided within five (5) business days. Should you have any questions, please contact Paul Banuelos with Swinerton Management & Consulting at 213-814-8635.

**Requested By:** Patrick Malloy

**Issued By:** Paul Banuelos

**Reviewed By Owner:** For Patrick Malloy

**Issued On:** 2/25/14

Attachments: RFI #090 (1) page

Cc: , Jorge Rifa, Patrick Malloy, Martha Gomez, Beatriz Sarmiento, Vilko Domic, Larry Garcia

# Change Order



**Subcontractor:** TYCO **Project:** City of Commerce-Central Library Ren.  
(Company Name)  
**Date:** 1/28/2014 **Change Order#:** CC-CLR TYCO-CO-01  
MM/DD/YY  
**Submitted by:** \_\_\_\_\_ **Contract Description :** FA System  
Signature

**A. Change Description (by Subcontractor)**

**1. Original Contract:** \$ 20,000.00

See Scope of Works in Contract Doc.

**2. Change (at this time) :** \$ 5,507.21

**Add Duct Smoke Detectors (Included TAX)** \$ 5,507.21

**3. Total:** \$ 25,507.21

**B. Review & Comment**

Sub. Con. Name & Title

Comments

Approved by MTM

Comments

*Tyco Integrated Security Dept's Request*  
*Addition to Original Agreement*  
*CSM*
*1-29-14*
*ADD 60107*

*[Signature]* *1/28/14*

**C. Change Order Certificate (The City Approved #)**

Change Order No:

Original Contract Amount	\$	20,000.00
Previously Approved Change Amount		
Approved Change Amount at this time	\$	5,507.21
Revised Total Contract Amount	\$	25,507.21

**\*\*TERMS AND CONDITIONS OF THE ORIGINALLY EXECUTED CONTRACT APPLIES TO ALL CHANGE ORDER(S)\*\***

**From:** Green, Karen  
**To:** Paul Banuelos; Won Choi  
**Cc:** Jacqueline Gonzalez; LARRY GARCIA  
**Subject:** RE: MTM\_CC-CLR : RFI MTM-00090 Fire Alarm Scope of Work  
**Date:** Thursday, February 27, 2014 7:17:57 AM

---

Paul,

Yes the cost does include Engineering, Shop drawings and Plan Check fee.

I asked for a change order to bill this amount solely. If I deduct it from the original amount it will have a balance owing because the original amount was larger. It is easier in our system for you to generate a change order for this amount only so I can invoice you just for this amount. Then I will be able to cancel the other two orders independent of this amount.

Let me know if you have any questions.

*Karen Green* / Commercial Account Manager, Anaheim, California / **Tyco Integrated**

**Security**

Tel: 714 579-6454 / Cell: 562 746-6835  
4161 East La Palma Avenue / Anaheim, CA 92807 / USA  
[karengreen@tyco.com](mailto:karengreen@tyco.com) / [www.tycois.com](http://www.tycois.com)

This email (including any attachments) may contain information that is private or business confidential. If you received this email in error, please delete it from your system without copying it and notify sender by reply email so that our records can be corrected.

---

**From:** Paul Banuelos [mailto:PBanuelos@swinerton.com]  
**Sent:** Wednesday, February 26, 2014 6:33 PM  
**To:** Green, Karen; Won Choi  
**Cc:** Jacqueline Gonzalez; LARRY GARCIA  
**Subject:** RE: MTM\_CC-CLR : RFI MTM-00090 Fire Alarm Scope of Work

Karen,

Is the \$3,627.75 for Engineering, Shop Drawings and Plan Check fees?

The term Change Order is confusing me. If the \$3,627.75 is for what I listed above this would be a billing or invoice and then MTM would issue a deductive Change Order for the balance of MTM's contract with Tyco.

Please clarify, Thank-you

Sincerely,

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # : 020

Reference Doc.: \_\_\_\_\_

RFI #: 44-54,76

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

Full Description of Change in Scope:

Date : 3/10/2014

Adjust Scope of Works per RFI#44,45,46,47,48,49,50,51,52,53,54 and 76 for A/V System.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
NOT INCLUDED RFI#055 - Additional Projectors & Projection Screens									
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			\$0.00
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Total:</b>									\$0.00
<b>First Tier Subcontractor Cost:</b>	CHECK POINT								<b>-\$3,907.40</b>
<b>GC's O &amp; P per First Tier Sub.:</b>									5%
<b>GC's Compansable Cost:</b>									\$512.51/Per Day
<b>Bond:</b>	(Including GC & First Tier Sub cost)								1%
<b>GRAND TOTAL:</b>									<b>-\$3,907</b>

Total time impact in calendar days of this Change Order Request:

0 days

CHECK POINT  
SUB. CON - NAME/TITLE \_\_\_\_\_ DATE \_\_\_\_\_

WON CHOI / PM  
GC - NAME/TITLE \_\_\_\_\_ DATE 3/10/2014

## A/V System Change Order

COMMERCE-CENTRAL LIBRARY  
CONTRACTOR : CHECK-POINT

MTM CONSTRUCTION.INC  
3/10/2014

RFI No	Description	Cost w/ Revisions	Remark
44	TV Substitution Credit	-\$3,990.60	
	Add	\$7,451.94	
45	Extend HDMI & RCA on TV Credit	-\$1,643.48	
	Add	\$1,378.61	
46	Additional TVs in Teens Room Credit	\$0.00	
	Add	\$15,078.17	
47	Projector Credit	-\$5,930.44	
	Add	\$0.00	
48	Projection Screen Credit	-\$5,361.64	
	Add	\$0.00	
49	Projector Speaker Credit	-\$917.47	
	Add	\$0.00	
50	Mounting Receiver	\$0.00	
51	Surround Speaker Credit	-\$9,583.88	
	Add	\$6,709.45	
52	Blu-Ray Player Credit	-\$1,177.77	
	Add	\$1,190.00	
53	CATV System Credit	-\$9,853.56	
54	Streaming Feed	\$0.00	
76	Room 21 TV Add	\$2,743.27	
<b>TOTAL</b>		<b>-\$3,907.40</b>	



**CITY OF COMMERCE**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CM

RFI Number: #044  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT: TV Substitution**

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 11005

**REQUEST:**

Per AD4 - Section 11005, 2.1, A, 1 & 2 specifies a LED LCD Visio 55" TV to be installed in rooms 2, 10, 15, & 23. This TV does not have the necessary serial connection for this application. The Owner is requesting a change to the Sharp LC60LE650U.

Per AD4 - Section 11005, 2.1, A, 2 specifies a LED LCD Visio 40" TV to be installed in room 18. This should be changed for the same reason to 50" Sharp LC50LE650U.

**RECCOMENDATION:**

Substitute Sharp LC60LE650U for Vizio E551i-A2  
 Substitute Sharp LC50LE650U for Vizio E420i-A0

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ 01/22/14  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

*Provide Rough-in based on 60" T.V.  
 Credit & Add values require additional discussion.*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: *Paul Banuelos* *Paul Banuelos* *2/19/14*  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: *Proceed with Rough-in*  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ *Paul Banuelos for Patrick Malloy* \_\_\_\_\_ *Paul Banuelos* \_\_\_\_\_ *2/19/14*  
*Owner Signature* *Name (Printed)* *Date*





**CHECKPOINT**  
communications incorporated

15412 Electronic Lane, Suite 102  
Huntington Beach, CA 92649

Tel 714-892-5050  
www.checkpointcomm.com

Fax 714-892-9589  
License #545063

RFI#044

## Change Order Request #01

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 01-31-14

Ref # 13-1139-4

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi  
**Regarding:** RFI#1, Change Order #01

Scope of Work: Per AD4 - Section 11005, 2.1, A, 1 & 2 specifies a LED LCD Visio 55" TV to be installed in rooms 2, 10, 15, & 23. Per AD4 - Section 11005, 2.1, A, 2 specifies a LED LCD Visio 40" TV to be installed in room 18. The TV's specified do not have the necessary serial connection for this application. The owner is requesting a change to the Sharp LC60LE650U for all TV's.

The pricing below reflects a credit for the TV provided under the original contract.

Note: We reserve the right to correct this quote for errors and or omissions.

Credit - \$3,990.60

**Submitted Change Order - \$3,990.60**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



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License #545063

## Change Order Request #02

RFI#044

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-28-14

Ref # 13-1139-5

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi  
**Regarding:** RFI#1, Change Order #02

Scope of Work: Per AD4 - Section 11005, 2.1, A, 1 & 2 specifies a LED LCD Visio 55" TV to be installed in rooms 2, 10, 15, & 23. Per AD4 - Section 11005, 2.1, A, 2 specifies a LED LCD Visio 40" TV to be installed in room 18. The TV's specified do not have the necessary serial connection for this application. The owner is requesting a change to the Sharp LC60LE650U for all TV's.

The pricing below reflects an addition to the original contract for the Sharp 60" TV's being substituted. Cut sheets for the specified TV are provided.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$6,479.95
Labor	\$0.00
Lump sum total	\$6,479.95
<u>15% OH &amp; Profit</u>	<u>\$971.99</u>
Total	\$7,451.94

**Submitted Change  
Order**

**\$7,451.94**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

# SHARP®

## LC-60LE650U

60" CLASS 1080P LED SMART TV



### **6 SERIES LED SMART TV**

#### **AQUOS 1080p LED DISPLAY**

Breathtaking HD images,  
greater brightness and contrast

#### **SMART TV**

With Dual-Core Processor  
and built-in Wi-Fi

#### **120Hz REFRESH RATE**

Precision clarity during  
fast-motion scenes

#### **SLIM DESIGN**

Ultra Slim Design

#### **POWERFUL 20W AUDIO**

High fidelity with clear voice

## AQUOS®

Big, bold and brainy - the LC-60LE650U is an LED Smart TV that delivers legendary AQUOS picture quality and unlimited content choices, seamless control, and instant connectivity through SmartCentral™. The AQUOS 1080p LED Display dazzles with advanced pixel structure for the most breathtaking HD images, a 4 million: 1 dynamic contrast ratio, and a 120Hz refresh rate for precision clarity during fast-motion scenes. A Smart TV with Dual-Core processor and built in WiFi, the LC-60LE650U lets you quickly access apps streaming movies, music, games, and websites.

**AQUOS®**  
**1080p**  
LED DISPLAY

Using photo-alignment technology that's precision crafted to let more light through in bright scenes and shut more light out in dark scenes, the AQUOS 1080p LED Display with a 4 million: 1 contrast ratio creates a picture so real you can see the difference.



**SmartCentral™**  
SMART TV

Unlimited content, control, and instant connectivity. AQUOS® TVs with SmartCentral™ give you more of what you crave. From the best streaming apps, to the easiest way to channel surf and connect your devices, it's that easy.

**120**Hz

See sharper, more electrifying action with the most advanced panel refresh rates available today. The 120Hz technology delivers crystal-clear images even during fast-motion scenes.

# SHARP

## LC-60LE650U

60" Class 1080p LED Smart TV

### TECHNICAL SPECIFICATIONS

#### PANEL SPECIFICATIONS

Display Panel Type	LCD
Backlight Type-Source	LED-Edge Lit
Maximum Resolution	1920 x 1080, Full HD
Aspect Ratio	16x9
Dynamic Contrast Ratio	4,000,000:1
Refresh Panel Rate	120Hz

#### BEZEL & TABLE STAND

Narrow Bezel	Yes
Slim Profile	Yes
Bezel - Color/Material	Black
Stand - Color/Material	Black
Stand (fixed or swivel)	Fixed

#### BROADCAST SYSTEM

Analog	NTSC
Digital	ATSC/QAM

#### SPECIAL FEATURES

Wall Paper mode	Yes
Gaming Mode	Yes
AQUOS Advantage <sup>SM</sup> Live	Yes

#### VIDEO

Optical Picture Control (OPC)	Yes
Enhanced Noise Reduction	Yes

#### AUDIO

Speakers(channel)	2
Speaker Location	Bottom, Front Firing
Speaker Output Power	10W+10W
Auto Volume Control	Yes
Clear Voice	Yes
Simulated Surround	Yes
Headphone Jack	1
Wall mount setting	Yes

#### AV INPUTS/OUTPUTS (#, LOCATION)

RS-232C	1
PC In (1-15 pin D-sub)	1
Total USB Input(s)	2
USB feature	Photo/Music/Video/Software Update
Total HDMI Input(s)	4
ARC (Audio Return Channel)	Yes (HDMI 1)
MHL <sup>®</sup>	Yes (HDMI 4)
RF in (Antenna/Cable)	1
Component Video Input(s)	1
Composite Video Input(s)	2
Audio Input(s)	4
Audio Output(s)	1
Digital Audio Output	Optical

#### CONNECTIVITY

Ethernet	Yes
Built-in Wireless	Yes (801.11 a/b/g/n)
IP Control	Yes

#### SMART

Smart Apps	Yes
Dual Core Processor	Yes
Remote Control APPS (iOS/Android)	Yes
Web Browser	Yes
Web+TV Split Screen	Yes
Skype (FREETALK <sup>®</sup> TV Camera sold separately)	Yes
DLNA Certified <sup>®</sup>	Yes
MHL <sup>®</sup> Compatible	Yes

#### CONVENIENCE FEATURES

Remote Type	Universal
Child Lock	Yes
Sleep Timer	Yes
Closed Caption	Yes
V-Chip	Yes
Language (English/French/Spanish)	Yes

#### POWER

Power Source (Voltage, Hz)	AC 120 V, 60 Hz
ENERGY STAR <sup>®</sup> Qualified (version 6.0)	Yes

#### WALL MOUNT

VESA Compliant	Yes (400mm x 400mm)
----------------	---------------------

#### DIMENSIONS/WEIGHT (INCHES/LBS.)

Excluding stand (wxhxd)	54-19/64" x 33-17/32" x 3-1/32"
Including stand (wxhxd)	54-19/64" x 33-1/2" x 14-11/64"
Shipping (wxhxd)	59-7/8" x 37-3/8" x 7-7/8"
Product Weight (Excluding Stand/Including Stand)	55.1 lbs/61.7 lbs
Shipping Weight	76.1 lbs

#### WARRANTY/UPC

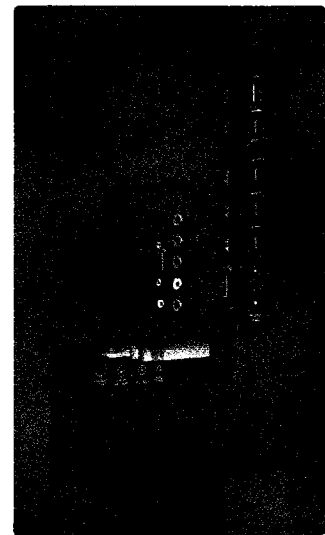
Parts	1 year limited
Labor	1 year limited
UPC	074000373884

AQUOS is a registered trademark of Sharp Corporation.  
AQUOS Advantage is a service mark of Sharp Corporation.  
CinemaNow is a trademark of BBV Solutions, Inc.  
© 2013 Sharp Electronics Corporation. All rights reserved.

Product specification and design are subject to change without notice.

SHARP ELECTRONICS CORPORATION  
Sharp Plaza, Mahwah, NJ 07495  
1-800-BE-SHARP or aquos@sharppusa.com  
www.sharppusa.com

Generated on Wed Nov 6, 2013 08:01



# SHARP

## LC-60LE650U

60" Class 1080p LED Smart TV

### MODEL FEATURES

#### PICTURE QUALITY

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##### AQUOS® UV2A DISPLAY

The advanced AQUOS® UV2A Display\* uses a unique, precision pixel structure to deliver dynamic HD images. With technology that's created to let more light through in bright scenes and fight light leakage in dark scenes, the AQUOS UV2A Display with a 4 million: 1 contrast ratio creates pulse-racing picture every time.

##### 120HZ REFRESH RATE

See sharper, electrifying action, with the most advanced panel refresh rates available today. 120Hz technology delivers crystal-clear images even during fast-motion scenes.

##### AUTO BRIGHTNESS CONTROL

Automatically adjusts picture brightness to the light in the room. This cuts power consumption, while giving you a more beautiful—and comfortable—picture to watch.

#### SMART

---

##### SMARTCENTRAL™

Sharp's intuitive SmartCentral™ lets you quickly connect to your favorite content. Working through built-in Wi-Fi, you can instantly access apps, streaming movies, music, games, and websites you love. Now that's smart.

##### DUAL-CORE PROCESSOR

Dual-core processing means faster load times for apps and the web browser. So you spend less time waiting and more time enjoying.

##### MOST POPULAR APPS

From instant access to movies with Netflix, to videos with YouTube®, music with Pandora® and Rhapsody®, social sites like Facebook and Twitter, video and voice calls with Skype™\*, and the best of gaming – what you love is only a click away. (\*Additional camera needed)

##### WEB BROWSER

Welcome to the world's most incredible web browser: your Sharp television. Big, beautiful, super-fast, and built-in, you can now visit all your favorite sites in a window larger than life.

##### SPLIT SCREEN WEB + TV

Sharp's split-screen experience lets you surf the web while you watch TV, so you never have to choose between your favorite show and your favorite site. Technology that gives you the best of television and the best of the web – that's truly the best experience.

##### FLASH-ENABLED

Not all browsers are created equal. Sharp lets you see stunning Flash-created animations live from your browser so that you can focus on the content, not the compatibility.

##### REMOTE CONTROL APP

Your remote's never out of reach with Sharp's app that lets you change the channel right from your iOS® or Android™ smartphone or tablet.

##### SHARP BEAM

Beam app turns your smartphone into a fully functional content sharer that's simple and fun to use. Flick photos, videos, movies, and more from your smartphone or tablet to your big screen.

#### SMART (CONTINUED)

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##### NETFLIX SECOND SCREEN

With Netflix Second Screen, you can browse and select the movie or show you want to watch on your smartphone and play it on your TV – instantly. Now the only thing standing between you and your favorite movies and TV shows is deciding which to watch.

##### BUILT IN WI-FI

Every AQUOS® Smart TV has built-in Wi-Fi technology\* that allows you to connect without the hassle of finding a cable.

(\*Additional fees and/or subscriptions may apply)

##### HDMI®

When it comes to HD connections for your gear, the more the better. HDMI® lets you connect sources like your Blu-ray Disc™ player, cable box, and game consoles with the most advanced digital connections available today.

##### MHL®

An MHL® connection turns a small-screen phone into a big-screen experience. MHL delivers HD uncompressed video with up to eight channels of digital audio. Since MHL also charges the mobile device, you can power up at the same time you're connected. You can also control MHL-enabled mobile devices using your existing TV remotes to easily access and select content.

##### COMPATIBILITY

Sharp AQUOS® LED large screens are smarter smart TVs. They work seamlessly with virtually all your gear, from Blu-ray™ to cable boxes to gaming consoles. And with 4 HDMI® inputs, you can keep your options open.

##### AUTOMATIC SOFTWARE UPDATES

Television at its smartest: your AQUOS® LED TV automatically updates its software as improvements and optimizations are developed.

#### DESIGN

---

##### SLIM DESIGN

Fit more screen in less space. The brilliant AQUOS® LED display is embraced by a striking new frame that's thinner around the screen and slimmer in depth, so it can fit just about anywhere.

##### FRAME DESIGN

This innovative feature turns a blank screen into a work of art. When the TV is turned off, Wallpaper Mode lets you display virtually any image you choose on the AQUOS® LED screen at a reduced light level that mirrors museum conditions, so your screen blends beautifully into your room's decor. All at extremely low power. You can even set on and off times.

#### SOUND

---

##### 20W AUDIO

Big sound to complete your big-screen experience. The powerful 20W audio features high fidelity with Clear Voice, so all of your scenes sound great.



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION		

Contractor: Checkpoint Communications  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: Aaron Jones  
 Phone: 714-892-5050  
 Issued To: DANILO BATSON, ASSISTANT DIRECTOR

RFI Number: #045  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT:** Extend HDMI's & RCA on TV

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 11005

**REQUEST:**

The owner is requested the open HDMI inputs and RCA connection be extended from the TV to a wall plate for easy user access. Additional conduits will be provided by others.

**RECCOMENDATION:**

Change order requested for additional cabling, outlets, and conduit.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Aaron Jones \_\_\_\_\_ 01/22/14  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

*Provide additional outlets for HDMI & RCA connections in Teen Room only.*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Proceed with Rough-in & Price.  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
Paul B. for Patrick Malloy *Owner Signature* *Name (Printed)* *Date*

**From:** Won Choi  
**To:** "Ruben Fierro"; "Aaron Jones"; "James Shoaff"; "Leon Ko"; "hvojin@junoelectric.net"  
**Cc:** "Jacqueline Gonzalez"  
**Subject:** MTM\_CC-CLR : RFI 00045 A/V SYSTEM (EXTEND HDMI &RCA on TV)  
**Date:** Friday, February 21, 2014 3:38:00 PM  
**Attachments:** RFI #045 AV System (Extend HDMI & RCA on TV) Final Response.pdf

---

Dear All,

See revised RFI#045 response.

Thank you,

---

**From:** Paul Banuelos [mailto:PBanuelos@swinerton.com]  
**Sent:** Friday, February 21, 2014 3:31 PM  
**To:** Won Choi  
**Cc:** Jacqueline Gonzalez; Greco Venegas (greco@ci.commerce.ca.us); BEATRIZ SARMIENTO (Director.Library@ci.commerce.ca.us); LARRY GARCIA (FacilitiesSupervisor@ci.commerce.ca.us)  
**Subject:** FW: 01013-2332010PBA RFI MTM-00045 A/V SYSTEM (EXTEND HDMI &RCA on TV)

Won,

RFI #045 response will require a revision based on the Teen Room TVs Layout. Due to the wall being filled with 90" tall shelving the extended HDMI and RCA connections will not be required.

Sincerely,

**Paul Banuelos**

Project Manager | City of Commerce  
**Swinerton Management & Consulting**  
865 South Figueroa St., Ste. 3000  
Los Angeles, CA. 90017  
C: 213-814-8635  
[pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) | [www.swinerton.com](http://www.swinerton.com)

---

**From:** CMICIO New Production  
**Sent:** Wednesday, February 19, 2014 3:41 PM  
**To:** Paul Banuelos  
**Subject:** 01013-2332010PBA RFI MTM-00045 A/V SYSTEM (EXTEND HDMI &RCA on TV)

### **RFI MTM-00045**

From	Jacqueline Gonzalez
To	Won Choi
CC	Jacqueline Gonzalez, Paul Banuelos
Project	City of Commerce Central Library Renovation
Subject	A/V SYSTEM (EXTEND HDMI &RCA on TV)

**Subject:** AV SYSTEM (EXTEND HDMI &RCA on TV)  
**Date Required:** 2014-01-23  
**Cost Impact:** Yes  
**Cost Amount:**  
**Question:** See Attached



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## Change Order Request #03

RFI#045

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 01-31-14

Ref # 13-1139-6

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi

**Regarding:** RFI#2, Change Order #03 - TV Wall Plate Credit

Scope of Work: The owner requested the extension of the HDMI and audio inputs from each TV to a wall plate for easy access. This will require the installation of a minimum 1 1/2" conduit from the back of the TV to a wall plate below the TV, to be provided by others.

The pricing below reflects a credit for cables provided under the original contract to the (5) TV's and (2) Projectors.

Note: We reserve the right to correct this quote for errors and or omissions.

Credit - \$1,643.48

**Submitted Change  
Order**

**-\$1,643.48**

If you have any questions please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_





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communications incorporated

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Fax 714-892-9589  
License #545063

RFI#045

## Change Order Request #04

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-28-14

Ref # 13-1139-7

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi  
Regarding: RFI#2, Change Order #04 – TV Wall Plates Add

Scope of Work: The owner requested the extension of the HDMI and audio Inputs from each TV to a wall plate for easy access in the Teens Room. This will require the installation of a minimum 1 1/2" conduit from the back of the TV to a wall plate below the TV, to be provided by others. Each wall plate will have (1) HDMI, & (1) RCA port.

The pricing below reflects the additional cabling and wall plates for the (5) TV's in the Teens Room only. Cut sheets for outlet and jacks provide.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$359.21
Labor	\$839.58
Lump sum total	\$1,298.79
<u>15% OH &amp; Profit</u>	<u>\$179.82</u>
Total	\$1,378.61

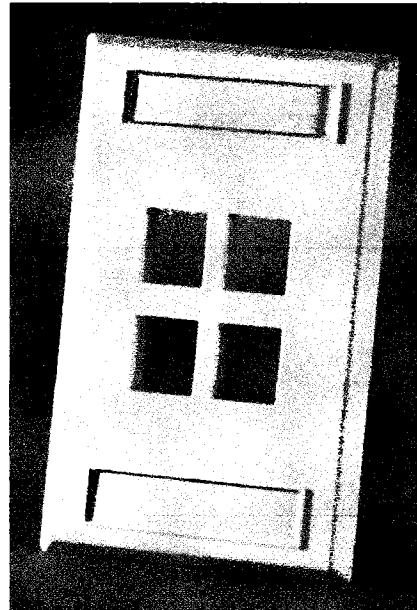
**Submitted Change  
Order** **\$1,378.61**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (714) 892-5050, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Single gang  
plastic  
faceplate, holds  
four Keystone  
jacks or  
modules, Fog  
White

OR-KSFP4



#### features & benefits

TechChoice faceplates are available in thermoplastic and stainless steel, with a variety of port capacities to match your workstation applications. All faceplates allow for a flush jack finish. For more information, please contact your local sales representative.

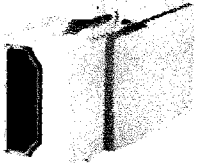
#### specifications

##### General Info

Color: Fog White  
Footprint: Keystone  
Number Of Ports: Single  
Product Series: TechChoice  
Type: Plates and Boxes

##### Buy American Act Compliance

Country of Origin: MALAYSIA  
Buy American Act Status: Exception  
Notes: Contact Customer Support for Buy American Act options



## Keystone, HDMI, Feed-Thru, Fog White OR-KSHDMI

### OVERVIEW

Ortronics HDMI (High Definition Multimedia Interface) is a compact connector interface for transmitting high quality digital audio/video digital data over a single cable between high definition televisions, DVD, and Blu-ray Disc™ players.

### FEATURES

- Compatible with Wiremold® pathway products
- Rugged thermoplastic construction for secure fit
- Flush mounted modules for an aesthetic appearance
- All modules snap in for easy installation

### BENEFITS

ORTRONICS TECHCHOICE® KEYSTONE footprint is a rear loading style module that comes in a variety of A/V connector types as well as Category 5e and 6 data connectivity. It's ideal for creating a quality solution for A/V and data connectivity. The keystone footprint can also be used with Series II through the use of an adapter bezel.

### Dimension Info

Depth Metric: 34.29 mm  
Depth U S: 1.35"  
Height Metric: 16 mm  
Width Metric: 14.224 mm  
Width U S: 0.559"  
Height U S: 0.632"

### General Info

Product Series: Keystone  
Type: Video  
Footprint: Keystone  
Color: Fog White  
Number Of Ports: 1

### Technical Info

Equipment Type: HDMI

### BUY AMERICAN ACT COMPLIANCE

Country of Origin: TAIWAN

# KEYSTONE JACKS & MODULES

## Multimedia Keystone Modules

PART NO.	DESCRIPTION
OR-KSHDMI	HDMI, female to female, 19pin
OR-KSSV	S-Video to 110
OR-KSSVIDC	S-Video, female to female
OR-KSRCAR	RCA red to 110
OR-KSRCAG	RCA green to 110
OR-KSRCABL	RCA blue to 110
OR-KSRCAY	RCA yellow to 110
OR-KSRCAW	RCA white to 110
OR-KSRCAB	RCA black to 110
OR-KS35ST	3.5mm, stereo jack, female to female
OR-KS35STST	3.5mm, stereo jack, female to screw term
OR-KS14ST	1/4" stereo jack, female to solder
OR-KSUBAA	USB 2.0 A-A, female to female
OR-KSUBAB	USB 2.0 A-B, female to female
OR-KSBP	Binding post, set of 2
OR-KSBNC75	BNC 75 ohm, female to female, 75 ohm
OR-KSBNC	BNC 50 ohm, female to female, 50 ohm
OR-KSFCN	F Conn 75 ohm, female to female
OR-KSFCNR	F Conn 75 ohm, recessed, female to female
OR-KSS2210	Series II bezel, 2port, TechChoice keystone, 1 unit, 10pk
OR-KSB10	Blank, package of ten

NOTE: Standard color is fog white.  
For other colors, contact sales.



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: Checkpoint Communications  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: Aaron Jones  
 Phone: 714-892-5050  
 Issued To: DANILO BATSON, ASSISTANT DIRECTOR

RFI Number: #046  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT:** Additional TVs in Teens Room 10

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 16785

**REQUEST:**

The owner is requesting the installation of (4) additional TVs in the Teens Room 10. The "existing" specified 60" TV should be changed to a 50" to accommodate the (4) additional TVs. For this request a total of (5) TV will be installed in the Teens Room 10. Each TV will have a Decoder and wall plate.

**RECOMMENDATION:**

Change order requested for the additional TVs cabling, outlets, and conduit.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Aaron Jones 01/22/14  
 Contractor's Signature Name (Printed) Date

**RESPONSE:**

*Provide Rough-in based 60" T.V. (4) units.  
 Credit & add values require additional discussion.*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos Paul Banuelos 2/19/14  
 Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Proceed with Rough-in.  
 (Explain)

Response Reviewed and Approved by: Paul Banuelos for Patrick Malloy Paul Banuelos 2/19/14  
 Owner Signature Name (Printed) Date



**CHECKPOINT**  
communications incorporated

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Fax 714-892-9589  
License #545063

RFI#046

## Change Order Request #06

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-04-14

Ref # 13-1139-9

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi

Regarding: RFI#3, Change Order #06 – TV Teen Room Addition

Scope of Work: The owner requested the addition of (4) 60" TVs in the Teens Room 10. The "existing" specified 60" TV will stay for a total of (5) 60" TVs in the Teens Room. The (4) additional TVs will each have a Media Master decoder and wall plate noted in CO#4. Please note the additional TVs will require Data and TV cable drops. Additional conduit will also be required for extending the TV input wall plate.

The pricing below is the additional cost for the TVs and wall plates. Cut sheets for the specified TVs, wall mount brackets, sound bar, and wall plate are provided.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$11,526.41
<u>Labor</u>	<u>\$1,585.04</u>
Lump sum total	\$13,111.45
<u>15% OH &amp; Profit</u>	<u>\$1,966.72</u>
Total	\$15,078.17

**Submitted Change  
Order**

**\$15,078.17**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

# SHARP

## LC-60LE650U

60" CLASS 1080P LED SMART TV



### **6 SERIES LED SMART TV**

**AQUOS 1080p LED DISPLAY**  
Breathtaking HD images,  
greater brightness and contrast

**SMART TV**  
With Dual-Core Processor  
and built-in Wi-Fi

**120Hz REFRESH RATE**  
Precision clarity during  
fast-motion scenes

**SLIM DESIGN**  
Ultra Slim Design

**POWERFUL 20W AUDIO**  
High fidelity with clear voice

## AQUOS®

Big, bold and brainy - the LC-60LE650U is an LED Smart TV that delivers legendary AQUOS picture quality and unlimited content choices, seamless control, and instant connectivity through SmartCentral™. The AQUOS 1080p LED Display dazzles with advanced pixel structure for the most breathtaking HD images, a 4 million: 1 dynamic contrast ratio, and a 120Hz refresh rate for precision clarity during fast-motion scenes. A Smart TV with Dual-Core processor and built in WiFi, the LC-60LE650U lets you quickly access apps streaming movies, music, games, and websites.

**AQUOS®**  
**1080p**  
LED DISPLAY

Using photo-alignment technology that's precision crafted to let more light through in bright scenes and shut more light out in dark scenes, the AQUOS 1080p LED Display with a 4 million: 1 contrast ratio creates a picture so real you can see the difference.



**SmartCentral™**  
SMART TV

Unlimited content, control, and instant connectivity. AQUOS® TVs with SmartCentral™ give you more of what you crave. From the best streaming apps, to the easiest way to channel surf and connect your devices, it's that easy.

**120** Hz

See sharper, more electrifying action with the most advanced panel refresh rates available today. The 120Hz technology delivers crystal-clear images even during fast-motion scenes.

# SHARP

## LC-60LE650U

60" Class 1080p LED Smart TV

### TECHNICAL SPECIFICATIONS

#### PANEL SPECIFICATIONS

Display Panel Type	LCD
Backlight Type-Source	LED-Edge Lit
Maximum Resolution	1920 x 1080, Full HD
Aspect Ratio	16x9
Dynamic Contrast Ratio	4,000,000:1
Refresh Panel Rate	120Hz

#### BEZEL & TABLE STAND

Narrow Bezel	Yes
Slim Profile	Yes
Bezel - Color/Material	Black
Stand - Color/Material	Black
Stand (fixed or swivel)	Fixed

#### BROADCAST SYSTEM

Analog	NTSC
Digital	ATSC/QAM

#### SPECIAL FEATURES

Wall Paper mode	Yes
Gaming Mode	Yes
AQUOS Advantage <sup>SM</sup> Live	Yes

#### VIDEO

Optical Picture Control (OPC)	Yes
Enhanced Noise Reduction	Yes

#### AUDIO

Speakers(channel)	2
Speaker Location	Bottom, Front Firing
Speaker Output Power	10W+10W
Auto Volume Control	Yes
Clear Voice	Yes
Simulated Surround	Yes
Headphone Jack	1
Wall mount setting	Yes

#### AV INPUTS/OUTPUTS (#, LOCATION)

RS-232C	1
PC In (1-15 pin D-sub)	1
Total USB Input(s)	2
USB feature	Photo/Music/Video/Software Update
Total HDMI Input(s)	4
ARC (Audio Return Channel)	Yes (HDMI 1)
MHL <sup>®</sup>	Yes (HDMI 4)
RF in (Antenna/Cable)	1
Component Video Input(s)	1
Composite Video Input(s)	2
Audio Input(s)	4
Audio Output(s)	1
Digital Audio Output	Optical

#### CONNECTIVITY

Ethernet	Yes
Built-in Wireless	Yes (801.11 a/b/g/n)
IP Control	Yes

#### SMART

Smart Apps	Yes
Dual Core Processor	Yes
Remote Control APPS (iOS/Android)	Yes
Web Browser	Yes
Web+TV Split Screen	Yes
Skype (FREETALK <sup>®</sup> TV Camera sold separately)	Yes
DLNA Certified <sup>®</sup>	Yes
MHL <sup>®</sup> Compatible	Yes

#### CONVENIENCE FEATURES

Remote Type	Universal
Child Lock	Yes
Sleep Timer	Yes
Closed Caption	Yes
V-Chip	Yes
Language (English/French/Spanish)	Yes

#### POWER

Power Source (Voltage, Hz)	AC 120 V, 60 Hz
ENERGY STAR <sup>®</sup> Qualified (version 6.0)	Yes

#### WALL MOUNT

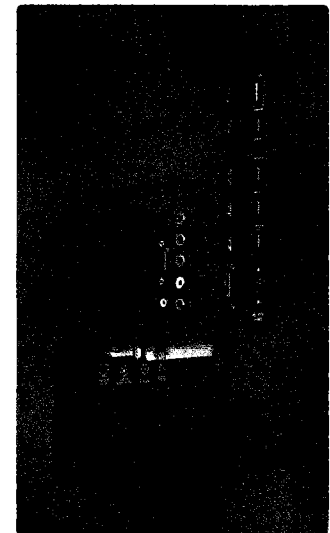
VESA Compliant	Yes (400mm x 400mm)
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#### DIMENSIONS/WEIGHT (INCHES/LBS.)

Excluding stand (wxhxd)	54-19/64" x 33-17/32" x 3-1/32"
Including stand (wxhxd)	54-19/64" x 33-1/2" x 14-11/64"
Shipping (wxhxd)	59-7/8" x 37-3/8" x 7-7/8"
Product Weight (Excluding Stand/Including Stand)	55.1 lbs/61.7 lbs
Shipping Weight	76.1 lbs

#### WARRANTY/UPC

Parts	1 year limited
Labor	1 year limited
UPC	074000373884



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AQUOS Advantage is a service mark of Sharp Corporation.  
CinemaNow is a trademark of BBY Solutions, Inc.  
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Product specification and design are subject to change without notice.

SHARP ELECTRONICS CORPORATION  
Sharp Plaza, Mahwah, NJ 07495  
1-800-BE-SHARP or aquos@sharpusa.com  
www.sharpusa.com

Generated on Wed Nov 6, 2013 08:01



# SHARP

## LC-60LE650U

60" Class 1080p LED Smart TV

### MODEL FEATURES

#### PICTURE QUALITY

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##### AQUOS® UV2A DISPLAY

The advanced AQUOS® UV2A Display\* uses a unique, precision pixel structure to deliver dynamic HD images. With technology that's created to let more light through in bright scenes and fight light leakage in dark scenes, the AQUOS UV2A Display with a 4 million: 1 contrast ratio creates pulse-racing picture every time.

##### 120HZ REFRESH RATE

See sharper, electrifying action, with the most advanced panel refresh rates available today. 120Hz technology delivers crystal-clear images even during fast-motion scenes.

##### AUTO BRIGHTNESS CONTROL

Automatically adjusts picture brightness to the light in the room. This cuts power consumption, while giving you a more beautiful—and comfortable—picture to watch.

#### SMART

---

##### SMARTCENTRAL™

Sharp's intuitive SmartCentral™ lets you quickly connect to your favorite content. Working through built-in Wi-Fi, you can instantly access apps, streaming movies, music, games, and websites you love. Now that's smart.

##### DUAL-CORE PROCESSOR

Dual-core processing means faster load times for apps and the web browser. So you spend less time waiting and more time enjoying.

##### MOST POPULAR APPS

From instant access to movies with Netflix, to videos with YouTube®, music with Pandora® and Rhapsody®, social sites like Facebook and Twitter, video and voice calls with Skype™\*, and the best of gaming – what you love is only a click away. (\*Additional camera needed)

##### WEB BROWSER

Welcome to the world's most incredible web browser: your Sharp television. Big, beautiful, super-fast, and built-in, you can now visit all your favorite sites in a window larger than life.

##### SPLIT SCREEN WEB + TV

Sharp's split-screen experience lets you surf the web while you watch TV, so you never have to choose between your favorite show and your favorite site. Technology that gives you the best of television and the best of the web – that's truly the best experience.

##### FLASH-ENABLED

Not all browsers are created equal. Sharp lets you see stunning Flash-created animations live from your browser so that you can focus on the content, not the compatibility.

##### REMOTE CONTROL APP

Your remote's never out of reach with Sharp's app that lets you change the channel right from your iOS® or Android™ smartphone or tablet.

##### SHARP BEAM

Beam app turns your smartphone into a fully functional content sharer that's simple and fun to use. Flick photos, videos, movies, and more from your smartphone or tablet to your big screen.

#### SMART (CONTINUED)

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##### NETFLIX SECOND SCREEN

With Netflix Second Screen, you can browse and select the movie or show you want to watch on your smartphone and play it on your TV – instantly. Now the only thing standing between you and your favorite movies and TV shows is deciding which to watch.

##### BUILT IN WI-FI

Every AQUOS® Smart TV has built-in Wi-Fi technology\* that allows you to connect without the hassle of finding a cable.

(\*Additional fees and/or subscriptions may apply)

##### HDMI®

When it comes to HD connections for your gear, the more the better. HDMI® lets you connect sources like your Blu-ray Disc™ player, cable box, and game consoles with the most advanced digital connections available today.

##### MHL®

An MHL® connection turns a small-screen phone into a big-screen experience. MHL delivers HD uncompressed video with up to eight channels of digital audio. Since MHL also charges the mobile device, you can power up at the same time you're connected. You can also control MHL-enabled mobile devices using your existing TV remotes to easily access and select content.

##### COMPATIBILITY

Sharp AQUOS® LED large screens are smarter smart TVs. They work seamlessly with virtually all your gear, from Blu-ray™ to cable boxes to gaming consoles. And with 4 HDMI® inputs, you can keep your options open.

##### AUTOMATIC SOFTWARE UPDATES

Television at its smartest: your AQUOS® LED TV automatically updates its software as improvements and optimizations are developed.

#### DESIGN

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##### SLIM DESIGN

Fit more screen in less space. The brilliant AQUOS® LED display is embraced by a striking new frame that's thinner around the screen and slimmer in depth, so it can fit just about anywhere.

##### FRAME DESIGN

This innovative feature turns a blank screen into a work of art. When the TV is turned off, Wallpaper Mode lets you display virtually any image you choose on the AQUOS® LED screen at a reduced light level that mirrors museum conditions, so your screen blends beautifully into your room's decor. All at extremely low power. You can even set on and off times.

#### SOUND

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##### 20W AUDIO

Big sound to complete your big-screen experience. The powerful 20W audio features high fidelity with Clear Voice, so all of your scenes sound great.

SUA765PU

# Universal Ultra Slim Articulating Wall Mount For 42" to 65" Ultra-thin Displays\*

Take any viewing experience from ordinary to extraordinary with the Peerless-AV® SUA765PU Universal Ultra Slim Articulating Wall Mount. It's one of the thinnest wall arm mounts on the market, designed exclusively for ultra thin displays. Only the SUA765PU mount holds a display this close to the wall, yet extends out to provide virtually any viewing angle. Dual-arm construction means it is robust enough to hold larger displays firmly in any position, and it comes with the ease-of-installation and intuitive adjustments that are simply Peerless-AV.



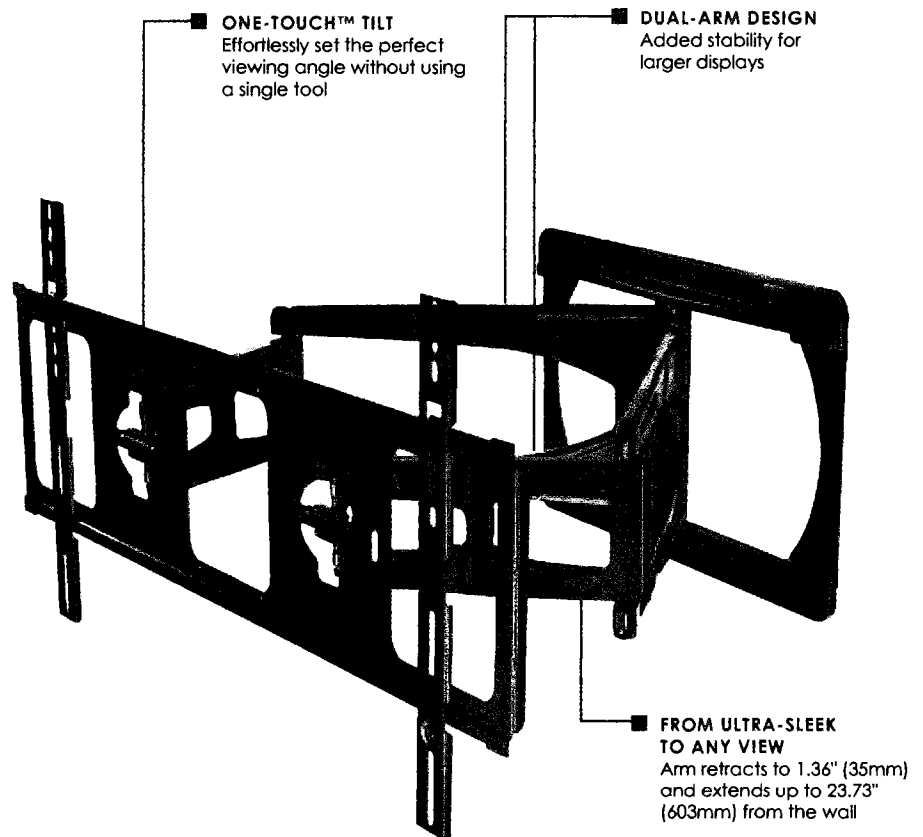
Display size: 42"-65"



Max load: 100lb (45kg)

## FEATURES

- Dual-arm design enhances the stability of the articulating motion
- Arm retracts to 1.36" (35mm) and extends up to 23.73" (603mm) from the wall
- One-Touch™ tilt mechanism allows adjustment of +15°/-5° without the use of tools
- Up to ±72.5° of side-to-side swivel
- Dual stud wall plate allows for perfect mount placement
- Universal mounting hole pattern, fits up to 854 x 439mm (33.60" x 17.27") and VESA® 100 x 100, 200 x 100, 200 x 200, 400 x 200, 400 x 400 and 800 x 400mm compliant

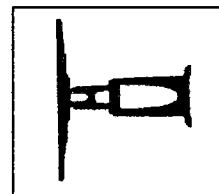


■ **ONE-TOUCH™ TILT**  
Effortlessly set the perfect viewing angle without using a single tool

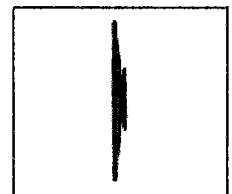
■ **DUAL-ARM DESIGN**  
Added stability for larger displays

■ **FROM ULTRA-SLEEK TO ANY VIEW**  
Arm retracts to 1.36" (35mm) and extends up to 23.73" (603mm) from the wall

\* Designed exclusively for use with ultra-thin displays 2" (51mm) deep or less



Fully extended



Flat against the wall



CLICK: [peerless-av.com](http://peerless-av.com)

CALL: 800.865.2112

FAX: 800.359.6500

peerless-AV®

## Model Numbers

**WARRANTY: Limited 5-year**

SUA765PU: Universal Ultra Slim Articulating Wall Mount for 42" to 65" Ultra-thin Displays

## Product Specifications

	DIMENSIONS (W x H x D)	PRODUCT WEIGHT	LOAD CAPACITY	FINISH	AVAILABLE COLORS
SUA765PU	38.17" x 19.00" x 1.36"-23.73" (969 x 482 x 35-603mm)	27.6 lb (12.5kg)	100lb (45kg)	Gloss	Black

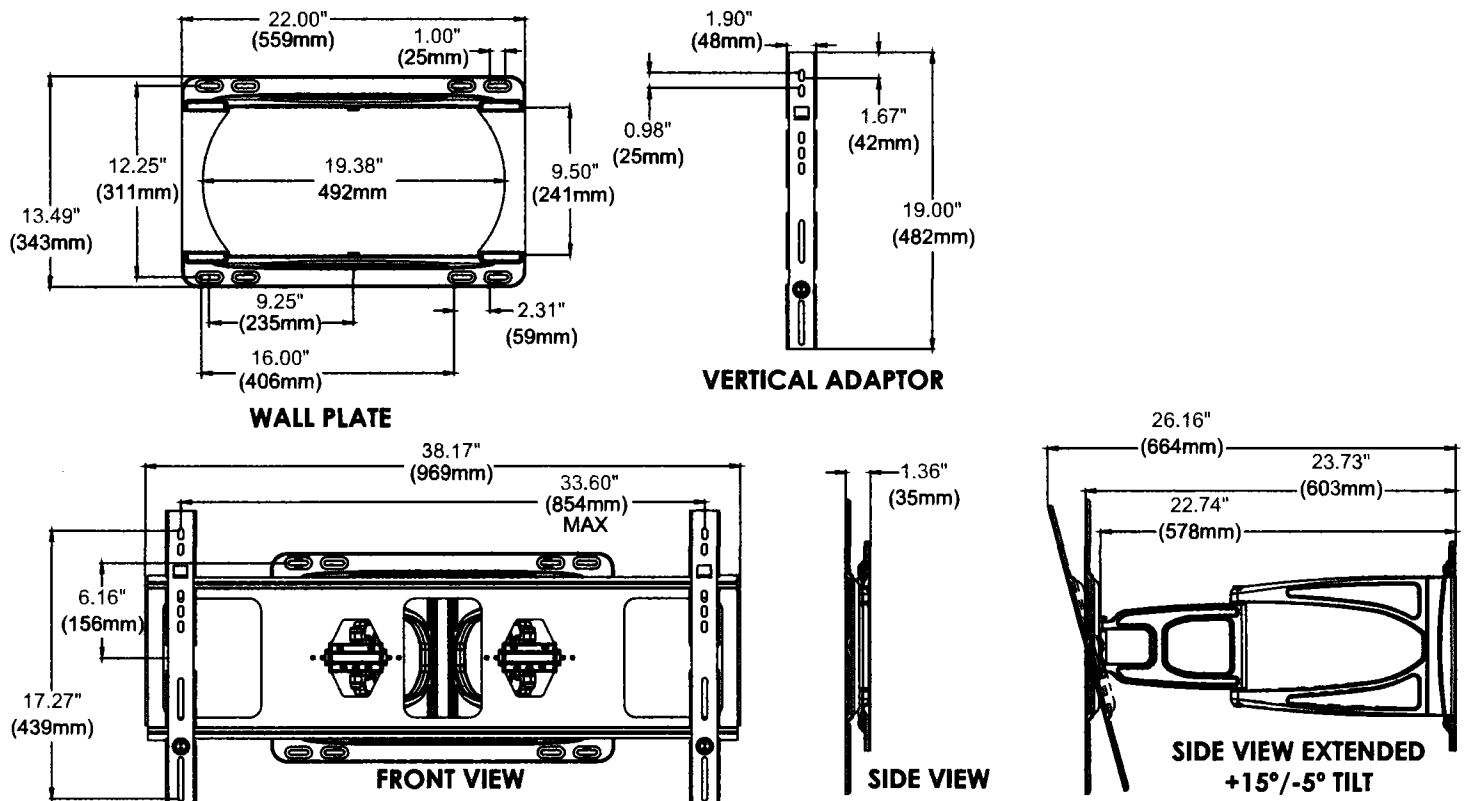
## Package Specifications

	PACKAGE SIZE (W x H x D)	PACKAGE SHIP WEIGHT	PACKAGE UPC CODE	PACKAGE CONTENTS	UNITS IN PACKAGE
SUA765PU	44.25" x 1.88" x 16.25" (1124 x 47.625 x 412.75mm)	31lb (14.06kg)	735029277156	Mount and attachment hardware for display and wall	1

## Accessories

ACC925: Security Fasteners  
ACC-SB: Soundbar/Center Channel Accessory Mount

All dimensions = inch (mm)



## ARCHITECTS SPECIFICATIONS

The Universal Ultra Slim Articulating Wall Mount shall be a Peerless-AV model SUA765PU and shall be located where indicated on the plans. It shall feature scratch resistant black finish. Assembly and installation shall be done according to instructions provided by the manufacturer.

Peerless Industries, Inc. ■ 2300 White Oak Circle ■ Aurora, IL 60502 ■ (800) 865-2112 ■ (630) 375-5100 ■ Fax: (800) 359-6500 ■ peerless-av.com

Visit peerless-av.com to see the complete line of AV solutions from Peerless-AV, including flat panel mounts, projector mounts, carts/stands, furniture, cables, display cleaners and a full assortment of accessories.

ACC-SB

## Soundbar/Center Channel Accessory Mount For Peerless SUA746PU, SUA751PU and SUA765PU Models

Enhance the beauty and sound quality of your ultra-thin flat panel display by attaching a soundbar or center channel speaker with the ACC-SB. This thin, yet versatile speaker mount maintains the same aesthetics and functionality of Peerless' ultra-slim articulating mounts by allowing the speaker to retract, extend, tilt and swivel along with the flat panel display. In addition to a quick installation, it boasts height adjustability and easy post-installation leveling, allowing the perfect placement of the speaker directly below the display.

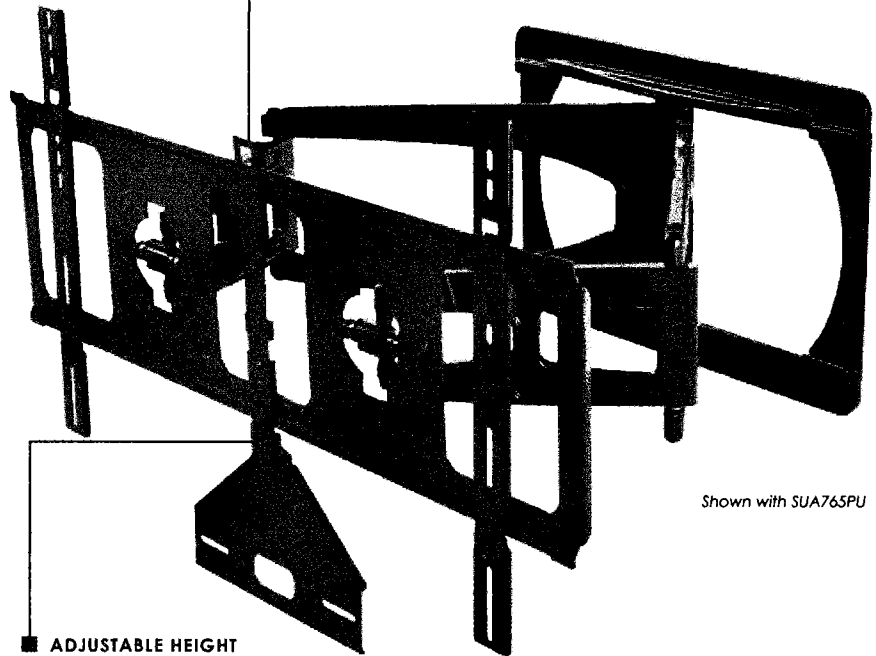


Max load: 25lb (11kg)\*

### FEATURES

- Adds zero depth to installation of SUA mount
- Easily slides along the mount for quick placement adjustments
- Adjustable height
- Easy post-installation leveling
- Compatible with SUA746PU, SUA751PU and SUA765PU

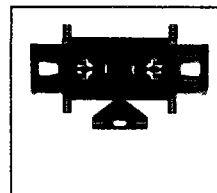
**SIMPLE INSTALLATION**  
Hooks onto the front of the display-side plate of any Peerless SUA mount



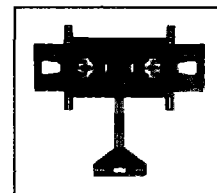
Shown with SUA765PU

**ADJUSTABLE HEIGHT**  
Easily adjusts for perfect soundbar placement

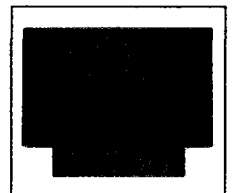
\* Load of the soundbar mount, the speaker and the flat panel should not exceed the recommended weight load for the SUA mount



Retracted  
Shown with SUA765PU



Extended  
Shown with SUA765PU



Shown with Flat Panel Display and Soundbar

**RoHS** **MADE IN USA**

# Model Numbers

**WARRANTY: Limited 5-year**

ACC-SB: Soundbar/Center Channel Accessory Mount for Peerless SUA746PU, SUA751PU and SUA765PU Models

## Product Specifications

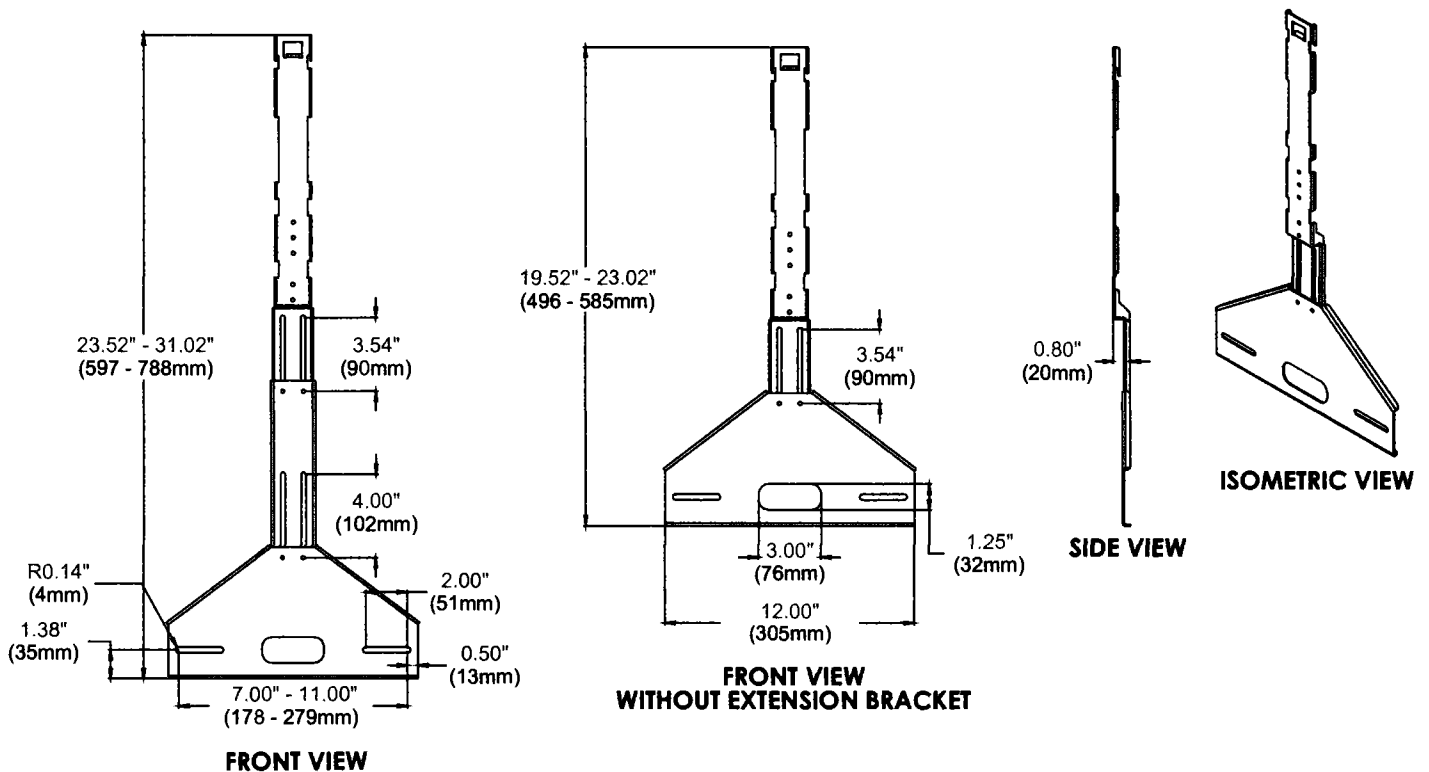
	DIMENSIONS (W x H x D)	PRODUCT WEIGHT	LOAD CAPACITY	FINISH	AVAILABLE COLORS
ACC-SB	12" x 19.52"-31.02" x 0.80" (305 x 496-788 x 20mm)	2.5lb (1.13kg)	25lb (11kg)*	TGIC Polyester Powder Coat	Gloss Black

## Package Specifications

	PACKAGE SIZE (W x H x D)	PACKAGE SHIP WEIGHT	PACKAGE UPC CODE	PACKAGE CONTENTS	UNITS IN PACKAGE
ACC-SB	7.75" x 3.625" x 19.75" (196.85 x 90.075 x 501.65mm)	3.5lb (1.59kg)	735029278160	Instructions, Speaker Mount, Attachment Hardware	1

\* Load of the soundbar mount, the speaker and the flat panel should not exceed the recommended weight load for the SUA mount

All dimensions = inch (mm)



## ARCHITECTS SPECIFICATIONS

Soundbar/Center Channel Accessory Mount for PeerlessSUA746PU, SUA751PU and SUA765PU models shall be a Peerless model ACC-SB and shall be installed where indicated on the plans. It shall be constructed of heavy gauge cold rolled steel and finished with scratch resistant black fused epoxy. Assembly and installation shall be done according to instructions provided by the manufacturer.

Peerless Industries, Inc. ■ 2300 White Oak Circle ■ Aurora, IL 60502 ■ (800) 865-2112 ■ (630) 375-5100 ■ Fax: (800) 359-6500 ■ [www.peerless-av.com](http://www.peerless-av.com)

Visit [www.peerlessmounts.com](http://www.peerlessmounts.com) to see the complete line of AV solutions from Peerless, including flat panel mounts, projector mounts, carts/stands, furniture, cables, screen cleaners and a full assortment of accessories.

# SHARP®

## HT-SB30

### SOUND BAR

2.0 CHANNEL SOUND BAR  
HOME THEATER SYSTEM

BLUETOOTH® WIRELESS  
COMPATIBILITY

DESIGNED FOR USE WITH 40" CLASS  
TV MODELS AND LARGER

SOUND BAR WITH HIGH-END  
SPEAKER DESIGN



Sleek and stylish, this 2.0-channel 40-watt sound bar system with Bluetooth® wireless compatibility features a unique exposed driver design for high-definition audio and a lustrous brushed material look. This system can be set up either horizontally in front of a TV base or wall-mounted for a flexible design solution for 40" and larger class TV models.

#### PANEL SPECIFICATIONS

Remote	10-KEY
Output Power (TOTAL)	40W
LCD TV Compatible Size	40" +
Subwoofer	-
DTS Dolby Decoder	-
Dolby Virtual Speaker	-
Subwoofer Output	-
2.0-channel	Yes
2.1-channel	-
Wall Mount Compatible	Yes
# of Pre-Set	4
Digital Input	-
Analog Connection	Yes
Analog Input x2	Yes (3.5mm)
HDMI Input	-
Remote w/ TV Control	Yes
SRS Audio	-
Bluetooth	Yes
Color Carton	Yes
Surround	Yes
Power Source	AC 100-240W, 50/60Hz (AC/DC adaptor)

#### DIMENSIONS/WEIGHT (inches/lbs.)

Unit Dimensions (w x h x d)	37" x 2-7/8" x 3-1/4"
Unit Weight	6.4 lbs.
Carton Dimension	39-1/4" x 4-3/4" x 7-5/8"
Carton Weight	7.9 lbs.

#### WARRANTY/UPC

Parts	1 year limited
Labor	1 year limited
UPC	074000 378056

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Product specification and design are subject to change without notice.

SHARP ELECTRONICS CORPORATION  
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**CITY OF COMMERCE**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CM

RFI Number: #047  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT: Projector Change**

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 16785

**REQUEST:**

Per section 16785.2.20,A specifies the Media Master MM-1239 Wall Mounted Short Throw Projector. This projector must be wall mounted and will not work for this project. The Owner is requesting a change to a ceiling mounted projector.

**RECCOMENDATION:**

Change order requested for different projector, cabling, outlets, and conduit.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ 01/22/14  
Contractor's Signature Name (Printed) Date

**RESPONSE:**

*Projectors & screens are being deleted from project.*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Provide credit proposal.  
(Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
Owner Signature Name (Printed) Date



**CHECKPOINT**  
communications incorporated

15412 Electronic Lane, Suite 102  
Huntington Beach, CA 92649

Tel 714-892-5050  
www.checkpointcomm.com

Fax 714-892-9589  
License #545063

RFI#047

**Change Order Request #07**

**City of Commerce  
Central Library Renovation Project**

5655 Jillson St, Commerce, CA 90040

Date: 01-31-14

Ref # 13-1139-10

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi  
**Regarding:** RFI#4, Change Order #07 – Projector Credit

Scope of Work: Per section 16785, 2.20, A specifies the Media Master MM-1239 Wall Mounted Short Throw Projector. This projector must be wall mounted and will not work for this project. The Owner is requesting a change to a ceiling mounted projector.

The pricing below reflects a credit for the projectors provided under the original contract.

Note: We reserve the right to correct this quote for errors and or omissions.

Credit -\$5,930.44

**Submitted Change  
Order -\$5,930.44**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_





**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: Checkpoint Communications  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: Aaron Jones  
 Phone: 714-892-5050  
 Issued To: DANILO BATSON, ASSISTANT DIRECTOR

RFI Number: #048  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT:** Screen Change

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number AD4 - 16785

**REQUEST:**

Per section 16785, 2.24 the projection screen specified are manually operated. Per our meeting 1/21/14 the owner requested a motorized screen with sound perforation be provided.

**RECOMMENDATION:**

Change order requested for different projector screen. (1) Ceiling Recessed Type at Literacy Classroom & (1) Ceiling Mounted Type at Youth Classroom

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Aaron Jones \_\_\_\_\_ 01/22/14  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

*Projector & screen have been deleted from project.*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Provide credit proposal.  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
Paul Banuelos for Patrick Malloy *Owner Signature* *Name (Printed)* *Date*



**CHECKPOINT**  
communications incorporated

15412 Electronic Lane, Suite 102  
Huntington Beach, CA 92649

Tel 714-892-5050  
www.checkpointcomm.com

Fax 714-892-9589  
License #545063

**Change Order Request #09**

RFI#048

**City of Commerce  
Central Library Renovation Project  
5655 Jillson St, Commerce, CA 90040**

**Date:** 01-31-14

**Ref #** 13-1139-12

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi

**Regarding:** RFI#5, Change Order #09 – Projector Screen

Scope of Work: Per section 16785, 2.24 the projection screen specified are manually operated. Per our meeting 1/21/14 the owner requested a motorized screen with sound perforation be provided. The pricing below reflects a credit for the projector screen provided under the original contract.

**Note:** We reserve the right to correct this quote for errors and or omissions.

Credit - \$5,361.64

**Submitted Change Order - \$5,361.64**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION		

Contractor: Checkpoint Communications  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: Aaron Jones  
 Phone: 714-892-5050  
 Issued To: DANILO BATSON, ASSISTANT DIRECTOR

RFI Number: #049  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT:** Projector Speakers

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 16785

**REQUEST:**

Per section 16785, 2.20, F specifies speakers to be installed for sound from the projector. During the meeting 1/21/14 the owner requested the speakers be removed and projector be tied into the surround system. This will require a conduit run from the projector to the Onkyo receiver, to be provided by others.

**RECCOMENDATION:**

Change order request removing projector speakers.  
 Change order to add cabling and conduit for connecting to surround sound system.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Aaron Jones 01/22/14  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

*Projectors have been deleted from project, including speaker system.*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: *Paul Banuelos* Paul Banuelos 2/19/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Provide credit proposal  
 (Explain)

Response Reviewed and Approved by: *Paul Banuelos for Patrick Malloy* Paul Banuelos 2/19/14  
*Owner Signature* *Name (Printed)* *Date*



**CHECKPOINT**  
communications incorporated

15412 Electronic Lane, Suite 102  
Huntington Beach, CA 92649

Tel 714-892-5050  
www.checkpointcomm.com

Fax 714-892-9589  
License #545063

RFI#049

## Change Order Request #11

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-03-14

Ref # 13-1139-14

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi

Regarding: RFI#6, Change Order #11 – Remove Projector Speakers

Scope of Work: Per section 16785, 2.20, F specifies speakers to be installed for sound from the projector. During the meeting 1/21/14 the owner requested the speakers be removed and projector be tied into the surround system. This will require a conduit run from the projector to the Onkyo receiver, to be provided by others.

The pricing below reflects a credit for the projector speakers provided under the original contract.

Note: We reserve the right to correct this quote for errors and or omissions.

Credit - \$917.47

**Submitted Change Order - \$917.47**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: Checkpoint Communications  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: Aaron Jones  
 Phone: 714-892-5050  
 Issued To: DANILO BATSON, ASSISTANT DIRECTOR

RFI Number: #051  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT:** Surround Speakers

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 16785

**REQUEST:**  
 Per section 11005 2.1, A, 1 specifies a Bose Acoustimass 10 be installed in rooms 2, 10, 15, & 23. The owner requested in our meeting on 1/24/14 to remove the Acoustimass speaker system and install a soundbar for all TVs. This will include installation of different rear speakers to be installed in rooms 2 & 23, conduit to be provided by others. This will also require room in the casework to accommodate a sub in rooms 2 & 23, to be provided by others.

**RECOMMENDATION:**  
 Change order removing Acoustimass Speaker. Change order adding soundbars, rear speakers, and sub where needed including conduit.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Aaron Jones \_\_\_\_\_ 01/22/14  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**  
 Bose Acoustimass speaker system is to be removed from scope.  
 Proposed Alternative accepted.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Proceed with Rough-in & price.  
 (Explain)

Response Reviewed and Approved by: Paul Banuelos for Patrick Malloy \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
*Owner Signature* *Name (Printed)* *Date*



**CHECKPOINT**  
communications incorporated

15412 Electronic Lane, Suite 102  
Huntington Beach, CA 92649

Tel 714-892-5050  
www.checkpointcomm.com

Fax 714-892-9589  
License #545063

RFI#051

## Change Order Request #15

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-03-14

Ref # 13-1139-18

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi

Regarding: RFI#8, Change Order #15 – Surround Speaker Credit

Scope of Work: Per section 11005 2.1, A, 1 specifies a Bose Acoustimass 10 be installed in rooms 2, 10, 15, & 23. The owner requested in our meeting on 1/24/14 to remove the Acoustimass speaker system and install a soundbar for all TVs. This will include installation of different rear speakers installed in rooms 2 & 23, conduit to be provided by others. The casework in rooms 2 & 23 will need to accommodate the addition of a sub.

The pricing below reflects a credit for the surround speakers provided under the original contract.

Note: We reserve the right to correct this quote for errors and or omissions.

Credit - \$9,583.88

**Submitted Change Order - \$9,583.88**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



**CHECKPOINT**  
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www.checkpointcomm.com

Fax 714-892-9589  
License #545063

## Change Order Request #16

RFI#051

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-03-14

Ref # 13-1139-19

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi

Regarding: RFI#8, Change Order #16 – Surround Speakers Add

Scope of Work: Per section 11005 2.1, A, 1 specifies a Bose Acoustimass 10 be installed in rooms 2, 10, 15, & 23. The owner requested in our meeting on 1/24/14 to remove the Acoustimass speaker system and install a soundbar for all TVs. This will include installation of different rear speakers installed in rooms 2 & 23, conduit to be provided by others. The casework in rooms 2 & 23 that houses the Onkyo Receiver will need to accommodate the new sub as well.

The pricing below reflects the addition of the new surround speakers in rooms 2 & 23. Cut sheets for new speakers and sub are provided. Please note an additional conduit run will need to be installed from the projector to the Onkyo receiver in order to connect to the surround system. This additional conduit will be provided by others.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$3,953.28
<u>Labor</u>	<u>\$1,881.03</u>
Lump sum total	\$5,834.31
<u>15% OH &amp; Profit</u>	<u>\$875.14</u>
Total	\$6,709.45

**Submitted Change  
Order**

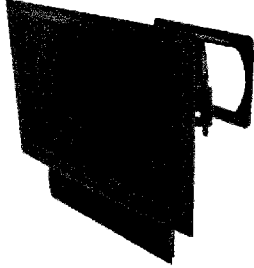
**\$6,709.45**

If you have any questions please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

ACC-SB



## Soundbar/Center Channel Accessory Mount For Peerless SUA746PU, SUA751PU and SUA765PU Models

Enhance the beauty and sound quality of your ultra-thin flat panel display by attaching a soundbar or center channel speaker with the ACC-SB. This thin, yet versatile speaker mount maintains the same aesthetics and functionality of Peerless' ultra-slim articulating mounts by allowing the speaker to retract, extend, tilt and swivel along with the flat panel display. In addition to a quick installation, it boasts height adjustability and easy post-installation leveling, allowing the perfect placement of the speaker directly below the display.

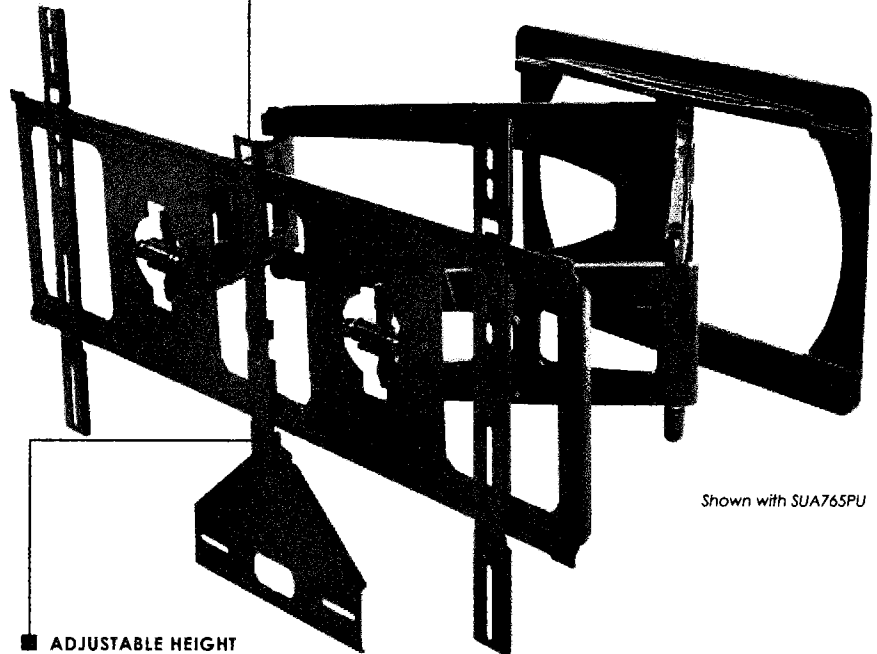


Max load: 25lb (11kg)\*

### FEATURES

- Adds zero depth to installation of SUA mount
- Easily slides along the mount for quick placement adjustments
- Adjustable height
- Easy post-installation leveling
- Compatible with SUA746PU, SUA751PU and SUA765PU

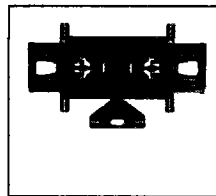
■ **SIMPLE INSTALLATION**  
Hooks onto the front of the display-side plate of any Peerless SUA mount



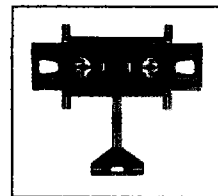
Shown with SUA765PU

■ **ADJUSTABLE HEIGHT**  
Easily adjusts for for perfect soundbar placement

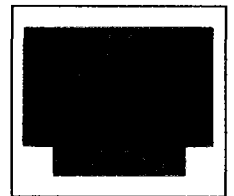
\* Load of the soundbar mount, the speaker and the flat panel should not exceed the recommended weight load for the SUA mount



Retracted  
Shown with SUA765PU



Extended  
Shown with SUA765PU



Shown with Flat Panel Display and Soundbar

RoHS **MADE IN USA**

CLICK: [www.peerless-av.com](http://www.peerless-av.com)

CALL: 800.865.2112

FAX: 800.359.6500

peerless-**AV**



## Model Numbers

**WARRANTY: Limited 5-year**

ACC-SB: Soundbar/Center Channel Accessory Mount for Peerless SUA746PU, SUA751PU and SUA765PU Models

## Product Specifications

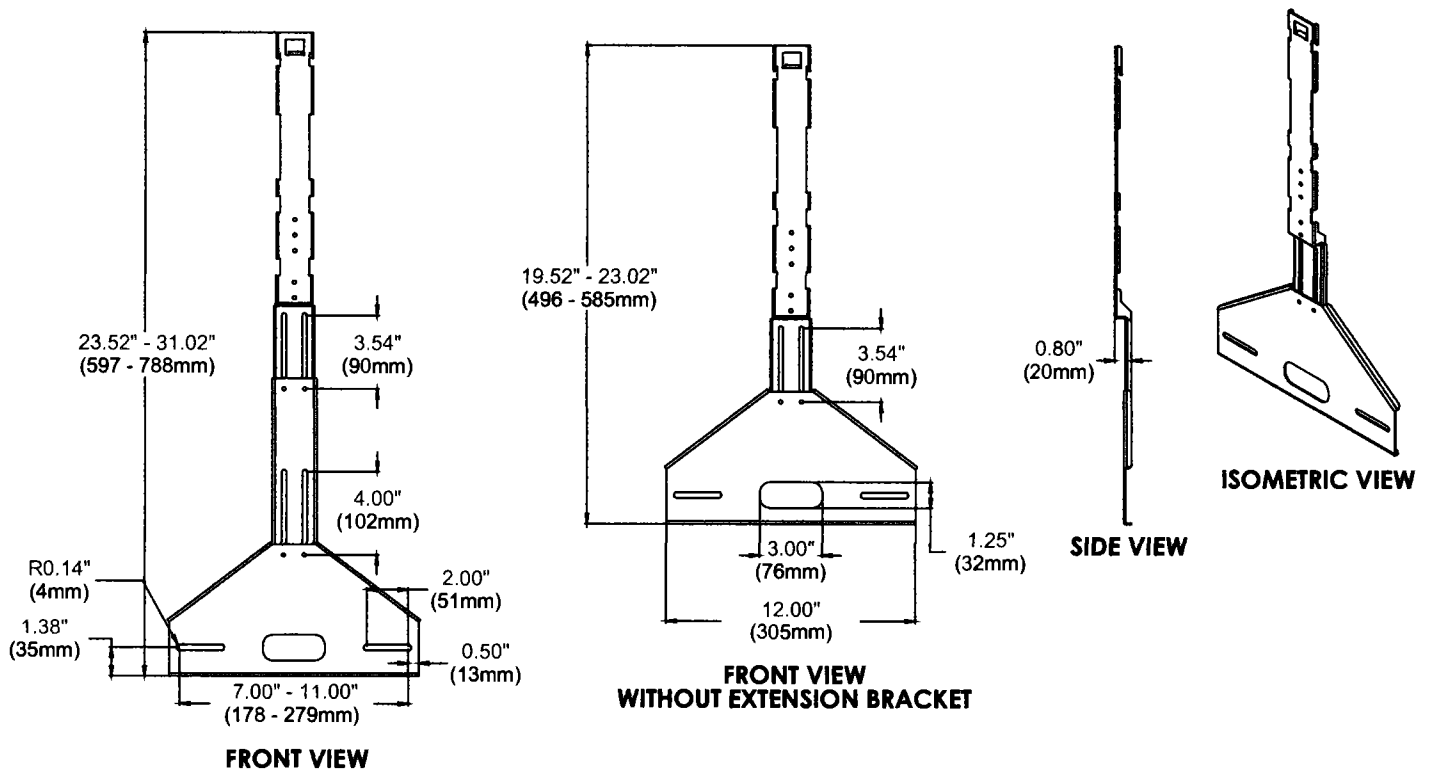
	DIMENSIONS (W x H x D)	PRODUCT WEIGHT	LOAD CAPACITY	FINISH	AVAILABLE COLORS
ACC-SB	12' x 19.52'-31.02" x 0.80" (305 x 496-788 x 20mm)	2.5lb (1.13kg)	25lb (11kg)*	TGIC Polyester Powder Coat	Gloss Black

## Package Specifications

	PACKAGE SIZE (W x H x D)	PACKAGE SHIP WEIGHT	PACKAGE UPC CODE	PACKAGE CONTENTS	UNITS IN PACKAGE
ACC-SB	7.75" x 3.625" x 19.75" (196.85 x 90.075 x 501.65mm)	3.5lb (1.59kg)	735029278160	Instructions, Speaker Mount, Attachment Hardware	1

\* Load of the soundbar mount, the speaker and the flat panel should not exceed the recommended weight load for the SUA mount

All dimensions = inch (mm)



## ARCHITECTS SPECIFICATIONS

Soundbar/Center Channel Accessory Mount for Peerless SUA746PU, SUA751PU and SUA765PU models shall be a Peerless model ACC-SB and shall be installed where indicated on the plans. It shall be constructed of heavy gauge cold rolled steel and finished with scratch resistant black fused epoxy. Assembly and installation shall be done according to instructions provided by the manufacturer.

Peerless Industries, Inc. ■ 2300 White Oak Circle ■ Aurora, IL 60502 ■ (800) 865-2112 ■ (630) 375-5100 ■ Fax: (800) 359-6500 ■ [www.peerless-av.com](http://www.peerless-av.com)

Visit [www.peerlessmounts.com](http://www.peerlessmounts.com) to see the complete line of AV solutions from Peerless, including flat panel mounts, projector mounts, carts/stands, furniture, cables, screen cleaners and a full assortment of accessories.

# SHARP®

## HT-SB30

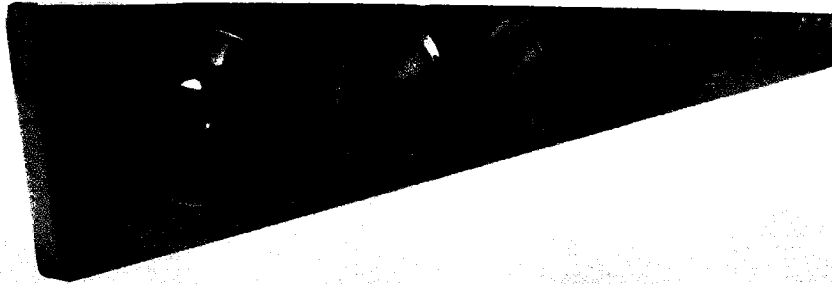
### SOUND BAR

2.0 CHANNEL SOUND BAR  
HOME THEATER SYSTEM

BLUETOOTH® WIRELESS  
COMPATIBILITY

DESIGNED FOR USE WITH 40" CLASS  
TV MODELS AND LARGER

SOUND BAR WITH HIGH-END  
SPEAKER DESIGN



Sleek and stylish, this 2.0-channel 40-watt sound bar system with Bluetooth® wireless compatibility features a unique exposed driver design for high-definition audio and a lustrous brushed material look. This system can be set up either horizontally in front of a TV base or wall-mounted for a flexible design solution for 40" and larger class TV models.

#### PANEL SPECIFICATIONS

Remote	10-KEY
Output Power (TOTAL)	40W
LCD TV Compatible Size	40" +
Subwoofer	-
DTS Dolby Decoder	-
Dolby Virtual Speaker	-
Subwoofer Output	-
2.0-channel	Yes
2.1-channel	-
Wall Mount Compatible	Yes
# of Pre-Set	4
Digital Input	-
Analog Connection	Yes
Analog Input x2	Yes (3.5mm)
HDMI Input	-
Remote w/ TV Control	Yes
SRS Audio	-
Bluetooth	Yes
Color Carton	Yes
Surround	Yes
Power Source	AC 100-240W, 50/60Hz (AC/DC adaptor)

#### DIMENSIONS/WEIGHT (inches/lbs.)

Unit Dimensions (w x h x d)	37" x 2-7/8" x 3-1/4"
Unit Weight	6.4 lbs.
Carton Dimension	39-1/4" x 4-3/4" x 7-5/8"
Carton Weight	7.9 lbs.

#### WARRANTY/UPC

Parts	1 year limited
Labor	1 year limited
UPC	074000 378056

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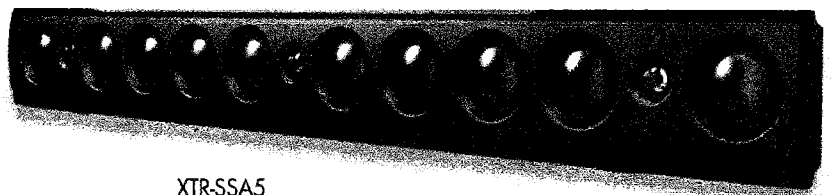
Product specification and design are subject to change without notice.

SHARP ELECTRONICS CORPORATION  
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www.sharpusa.com

# The Perfect Single-Speaker Surround Solutions for ULTRA-THIN TVs

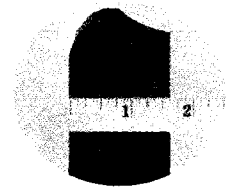


XTR-SSA3  
(with support feet fully raised)



XTR-SSA5

## Introducing the **Mythos® XTR® SSA Series Loudspeakers**

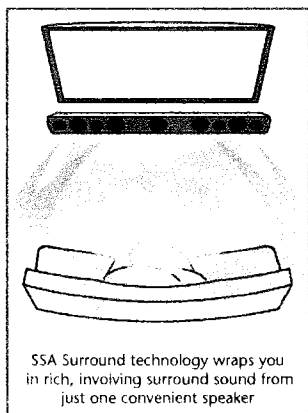


Definitive Technology answered the need for ultra-shallow high-performance loudspeakers to match the latest ultra-thin TVs with the critically acclaimed Mythos XTR Series speakers. Their slim profile, clean modern styling and sound quality equivalent to full-size speakers made the XTR series an instant hit with audio critics and home theater enthusiasts. Now Definitive offers two Mythos ultra-slim single-speaker solutions—the five-channel XTR-SSA5 and the three-channel XTR-SSA3.

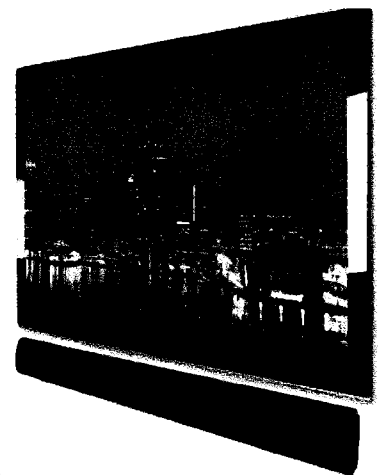
### **XTR-SSA5: The Perfectly Thin Surround Solution**

If you want all the thrills of five-channel surround sound without the need for separate rear speakers, Definitive Technology has the solution: the XTR-SSA5. The SSA5 incorporates Solo Surround Array (SSA), a patented technology that optimizes the spatial presentation of five channels to create the

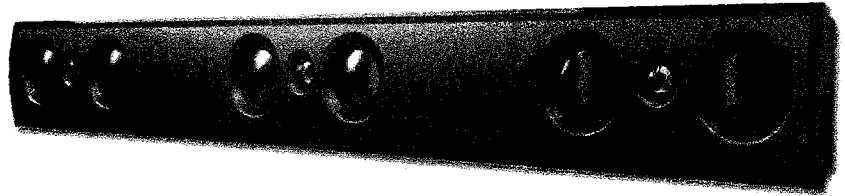
illusion that you are surrounded by five separate high-performance speakers. Enjoying a superb sounding audiophile-grade surround experience has never been more convenient. Simply connect an SSA5 to any multi-channel receiver and powered subwoofer to enjoy enveloping surround sound without the bother of running wires and finding locations for rear speakers.



SSA technology uses complex directional cues to completely free the sound from the box and convince your ears and brain that you are surrounded by great sounding Definitive loudspeakers. Since SSA does not depend on bouncing sound off walls, it works in virtually any room and setup configuration. With SSA5 technology, you'll get big, lifelike three-dimensional imaging from all multi-channel sources.



# MYTHOS XTR SSA SERIES



## XTR-SSA3: The Perfectly Thin L/C/R Solution

For those listeners who prefer to use discreet surround speakers or forgo rear channel speakers entirely, Definitive offers the innovative XTR-SSA3. Simply connect an SSA3 to the left, center and right speaker outputs of any multi-channel receiver for high-performance front-stage reproduction from a single stylish, compact and convenient speaker. The left and right channel arrays of the SSA3 utilize patented SSA technology to vastly widen the stereo image to lifelike proportions. You'll enjoy a sonic image that is as wide as the wall with incredible three-dimensionality. For complete surround sound enjoyment, mate the XTR-SSA3 with matching Mythos XTR-20BP surround speakers or any of Definitive's in-wall or in-ceiling speaker solutions.

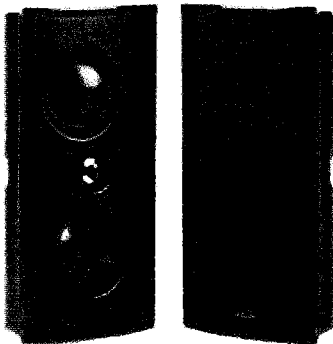
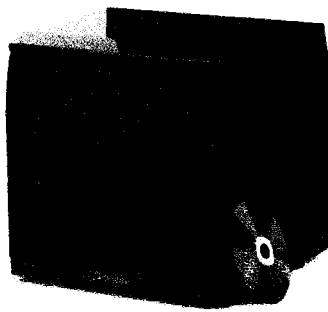
## Superior Definitive Monocoque Aluminum Enclosure

Like the entire Mythos Series, the SSA models are fabricated from aircraft-grade extruded aluminum styled to perfectly match today's ultra-shallow flat panel TVs. The gloss black finish has been hand-polished to a beautiful pearlescent sheen.

## Ultimate Placement Versatility

The SSAs come supplied with everything you need to place them wherever you want to use them—they can be mounted to either a wall or a TV bracket accessory speaker arm with the supplied wall-mount bracket. For shelf-mounting in front of or below the TV, the SSA models come with clever adjustable shelf support feet that can raise the speaker over the TV's protruding shelf stand.

>>>> Add the incredibly compact yet powerful SuperCube 2000 powered subwoofer to your XTR-SSA for the ultimate in performance.



The Mythos XTR-20BP <<<< bipolar surround speaker is the perfect surround speaker for the XTR-SSA3.

MYTHOS XTR SSA SPECS



### XTR-SSA5 SPECIFICATIONS

**Number of Channels:** 5

**Driver Complement:**

- 10 each 3½" (90mm) XTDD dome mid/bass drivers

- 3 each 1" (25mm) Pure Aluminum Dome Tweeters

**Dimensions:** 45"L x 1¾"D x 5¼"H (114.3cm L x 4cm D x 13.2cm H)

**Frequency Response:** 60Hz - 30kHz

**Sensitivity:** 90dB

**Nominal Impedance:** 8 Ohms



### XTR-SSA3 SPECIFICATIONS

**Number of Channels:** 3

**Driver Complement:**

- 6 each 3½" (90mm) XTDD dome mid/bass drivers

- 3 each 1" (25mm) Pure Aluminum Dome tweeters

**Dimensions:** 43"L x 1¾"D x 5¼"H (109.2cm L x 4cm D x 13.2cm H)

**Frequency Response:** 80Hz - 30kHz

**Sensitivity:** 90dB

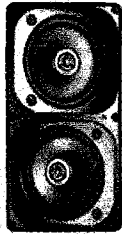
**Nominal Impedance:** 8 Ohms

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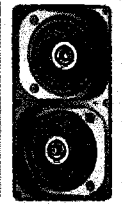
# Winning Architectural Speakers



## Reference High-Definition UIW BPZ/A Dual 6.5" Cast-Basket Two-Way Bipolar System

The remarkable UIW BPZ/A is a bipolar in-wall/in-ceiling loudspeaker. It is intended for use as a main system speaker (whose bipolar pattern gives you tremendously enhanced spaciousness plus unequaled dispersion throughout your room). In addition, it is a superb rear/side surround speaker for Dolby Digital and Dolby ProLogic systems and is also perfect for producing exceptional sounding music anywhere you want it. Creative design has resulted in a compact unit with a grille which is almost flush with the wall. A complex Linkwitz-Riley crossover seamlessly blends two 6 1/2" cast-basket drivers with two 1" pure aluminum dome tweeters for superb dynamic range and exceptional sonic performance.

**Mounting Dimensions—Outer Flange Size:** 8 1/2"W x 14 1/4"H. **Cut-Out Size:** 7 1/16"W x 13 5/8"H. **Depth from Flange\*\*:** 3 3/4". **Frequency Response:** 26 Hz – 30 kHz. **Drivers:** Two 6 1/2" cast-basket drivers with two 1" pure aluminum dome tweeters. **Rec. Amp.:** 10 – 300 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW BP/A Reference High-Definition Dual 5.25" Cast-Basket Two-Way Bipolar System

The UIW BP/A is a smaller version of the UIW BPZ/A with two 5 1/4" bass/midrange drivers plus two 1" pure aluminum dome tweeters.

**Mounting Dimensions—Outer Flange Size:** 7 1/8"W x 12 1/2"H. **Cut-Out Size:** 6 1/8"W x 11 7/16"H. **Depth from Flange\*\*:** 3 5/8". **Frequency Response:** 28 Hz – 30 kHz. **Drivers:** Two 5 1/4" cast-basket drivers with two 1" pure aluminum dome tweeters. **Rec. Amp.:** 10 – 250 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 75 Reference High-Definition Dual 6.5" Cast-Basket Two-Way D'Appolito System

Definitive's UIW 75 in-wall/in-ceiling features the same dual 6 1/2" drivers and 1" pure aluminum dome tweeter as our Grand-Prix award-winning BP3000TL flagship system's front array. They are perfectly blended with a complex phase-coherent Linkwitz-Riley crossover network with user-selectable equalization. The UIW 75s are perfect for LCR use in top-of-the-line home theaters or for producing exceptional sounding music throughout your home.

**Mounting Dimensions—Outer Flange Size:** 7 1/2"W x 16 5/8"H. **Cut-Out Size:** 6 1/2"W x 15 1/2"H. **Depth from Flange\*\*:** 3 1/16". **Frequency Response:** 26 Hz – 30 kHz. **Drivers:** Two 6 1/2" cast-basket bass/midrange drivers, 1" pure aluminum dome tweeter in a D'Appolito array. **Rec. Amp.:** 10 – 300 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 65 Reference High-Definition 6.5" Cast-Basket Two-Way System

The UIW 65 is a smaller version of the UIW 75 with one, rather than two, 6 1/2" cast-basket bass/midrange drivers and our signature 1" pure aluminum dome tweeter blended with a Linkwitz-Riley crossover network with user-selectable equalization.

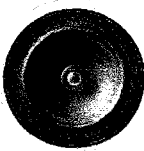
**Mounting Dimensions—Outer Flange Size:** 7 1/2"W x 10 3/16"H. **Cut-Out Size:** 6 7/16"W x 9 13/16"H. **Depth from Flange\*\*:** 3 5/16". **Frequency Response:** 28 Hz – 30 kHz. **Drivers:** 6 1/2" cast-basket bass/midrange driver, 1" pure aluminum dome tweeter in a D'Appolito array. **Rec. Amp.:** 10 – 200 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 55 Reference High-Definition 5.25" Cast-Basket Two-Way System

The UIW 55 is a more compact version of the UIW 65. It blends a 5 1/4" cast-basket bass/midrange driver with a 1" pure aluminum dome tweeter (the same basic drivers used in the Grand Prix award-winning BP2002TL) with a sophisticated phase-coherent Linkwitz-Riley crossover network with user-selectable equalization.

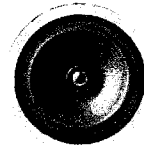
**Mounting Dimensions—Outer Flange Size:** 6 1/16"W x 10 3/16"H. **Cut-Out Size:** 5 1/2"W x 9 1/4"H. **Depth from Flange\*\*:** 3 5/16". **Frequency Response:** 35 Hz – 30 kHz. **Drivers:** 5 1/4" cast-basket bass/midrange driver, 1" pure aluminum dome tweeter. **Rec. Amp.:** 10 – 175 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 94/A Reference High-Definition 9" Cast-Basket Two-Way System

The UIW 94/A is the best sound round in-wall/in-ceiling speaker available in the marketplace. It combines a long-throw signature quality cast-basket Definitive 9" bass/midrange driver with a 1" pivoting pure aluminum dome tweeter. Its 9" bass/midrange driver gives it the best bass performance of any round in-wall/in-ceiling speaker available.

**Mounting Dimensions—Outer Flange Size:** 10 3/4" diameter. **Cut-Out Size:** 9 5/8" diameter. **Depth from Flange\*\*:** 3 3/4". **Frequency Response:** 26 Hz – 30 kHz. **Drivers:** 9" cast-basket bass/midrange driver and a 1" pure aluminum dome tweeter in a coaxial configuration. **Rec. Amp.:** 10 – 300 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 83/A High-Definition 8" Two-Way System

The UIW 83/A is a superb-sounding round 8" loudspeaker. It combines a stamped-basket 8" bass/midrange driver with a 1" pure aluminum dome tweeter. Its 8" bass/midrange driver gives it outstanding bass performance.

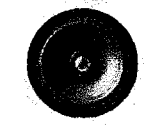
**Mounting Dimensions—Outer Flange Size:** 10" diameter. **Cut-Out Size:** 9" diameter. **Depth from Flange\*\*:** 3 3/4". **Frequency Response:** 27 Hz – 30 kHz. **Drivers:** Stamped-basket 8" bass/midrange driver and a 1" pure aluminum dome tweeter in a coaxial configuration. **Rec. Amp.:** 10 – 250 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 64/A Reference High-Definition 6.5" Cast-Basket Two-Way System

The UIW 64/A is a smaller version of the UIW 94/A with a 6 1/2" rather than a 9" cast-basket bass/midrange driver and a 1" pivoting pure aluminum dome tweeter.

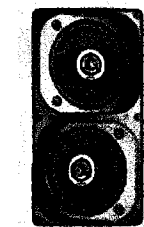
**Mounting Dimensions—Outer Flange Size:** 8 3/4" diameter. **Cut-Out Size:** 7 5/8" diameter. **Depth from Flange\*\*:** 3 3/4". **Frequency Response:** 28 Hz – 30 kHz. **Drivers:** stamped-basket 6 1/2" bass/midrange driver with a pivoting 1" pure aluminum dome tweeter. **Rec. Amp.:** 10 – 200 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW 63/A High-Definition 6.5" Two-Way System

The UIW 63/A is a surprisingly affordable, yet superb sounding round loudspeaker. It combines a stamped-basket version of Definitive's signature 6 1/2" bass/midrange driver with a 1" pure aluminum dome tweeter.

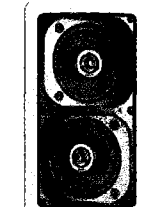
**Mounting Dimensions—Outer Flange Size:** 8 3/4" diameter. **Cut-Out Size:** 7 5/8" diameter. **Depth from Flange\*\*:** 3 3/4". **Frequency Response:** 30 Hz – 30 kHz. **Drivers:** stamped-basket 6 1/2" bass/midrange driver with a 1" pure aluminum dome tweeter in a coaxial configuration. **Rec. Amp.:** 10 – 200 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW DCS 6 Reference High-Definition 6.5" Cast-Basket Two-Way Dual-Channel System

The UIW DCS 6 is a unique, space-saving, dual-channel in-wall/in-ceiling speaker. It contains two complete full range speaker systems on one compact baffle. The two systems are angled to radiate in two directions thus enabling the UIW DCS 6 to be used as a single stereo speaker for all architectural applications, single unit rear surround speaker for Dolby Digital or as a pair of surround speakers to handle both the rear and side channels in Dolby EX systems.

**Mounting Dimensions—Outer Flange Size:** 8 1/2"W x 14 1/4"H. **Cut-Out Size:** 7 1/16"W x 13 5/8"H. **Depth from Flange\*\*:** 3 3/4". **Frequency Response:** 28 Hz – 30 kHz. **Drivers:** Two cast-basket 6 1/2" bass/midrange drivers with two 1" pure aluminum dome tweeters. **Rec. Amp.:** 10 – 200 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.



## UIW DCS 5 Reference High-Definition 5.25" Cast-Basket Two-Way Dual-Channel System

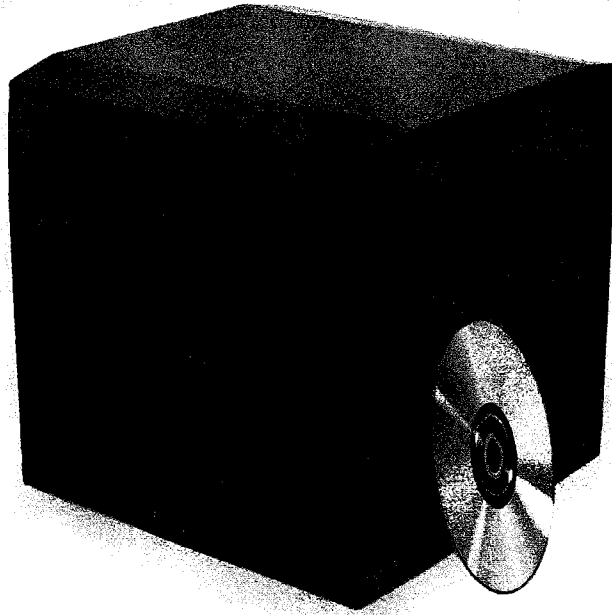
The UIW DCS 5 is a smaller version of the UIW DCS 6 with two 5 1/4" bass/midrange drivers and two 1" pure aluminum dome tweeters perfectly blended with two complex Linkwitz-Riley crossovers.

**Mounting Dimensions—Outer Flange Size:** 7 1/8"W x 12 1/2"H. **Cut-Out Size:** 6 1/8"W x 11 7/16"H. **Depth from Flange\*\*:** 3 5/8". **Frequency Response:** 35 Hz – 30 kHz. **Drivers:** Two cast-basket 5 1/4" bass/midrange drivers with two 1" pure aluminum dome tweeters. **Rec. Amp.:** 10 – 175 Watts per channel. **Nominal Imp.:** 4 – 8 ohms.

Specifications subject to change.

\* Registered trademarks. \*\* Including drywall thickness.

# Introducing the SuperCube 2000 **Little, Low, Loud**



- Huge bass from a .6 cubic foot box!
- New 650 Watt Class D amplifier
- Explosive bass response for movies
- Quick, tight accuracy for full music enjoyment
- High-gloss lacquer finish complements any décor

### **Huge Bass, Tiny Box**

If you want all the high-impact bass excitement of the finest home theater audio systems without taking up a large amount of floorspace, then this is the subwoofer for you. The SuperCube 2000 is the upgraded successor to the SuperCube III—the most successful subwoofer in Definitive's history. It incorporates a new 7½-inch SuperCube® Technology woofer pressure-coupled to two 7½-inch ultra low bass radiators. The total piston area is greater than a 12-inch diameter woofer but with far greater speed, musicality and control than a single large-diameter woofer could ever deliver—and it all fits in an impossibly tiny enclosure that is easy to tuck away out of sight. The SuperCube 2000 can easily fill all but the largest domestic spaces with loud, visceral, extended, musical bass yet it occupies less than three-quarters of a square foot of floor space!

*Pure Sonic Reproduction*

**SUPERCUBE 2000**

# SUPERCUBE 2000

## Music Lovers Rejoice

Subwoofer manufacturers are always talking about how "explosive" their subwoofers are (frankly, so do we), but there's more to home entertainment than rocket blasts and explosions—there is also music, be it in the movies you watch or the CDs you enjoy. And for music, the *quality* of a subwoofer's performance is just as important as its quantity. The bass should be tight, precise, and musical as well as deep and loud. Bass notes should have pitch, not just a dull thud or drone. Definitive Technology is run by audiophile music fanatics, and the very first thing we do to evaluate a subwoofer prototype is listen to music. If a subwoofer doesn't sound superb with music, it's not a Definitive.

## Rock Solid Cabinets Ensure Pure Low-Distortion Response

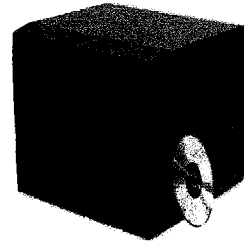
The cabinet of a loudspeaker plays a large part in its sonic performance. Resonance and vibration can add unwanted distortion and drain away important energy from the system. Definitive's subwoofer enclosures have been specifically engineered to be totally inert and vibration-free to ensure you of absolutely pure sonic reproduction. The low-resonance wood composite cabinet incorporates multiple internal braces to ensure total solidity. To top off the extraordinary performance, the SuperCube 2000 is finished in gorgeous piano-gloss black lacquer.

## All New Electronics

The SuperCube 2000 uses an all-new digital amplifier that's higher performance and more robust than ever before. Its single unfiltered LFE input makes hookup to multi-channel receivers with LFE outputs and system setup straightforward and easy.

*Explosive Bass for Movies*  
*Exceptional Precision for Music*

SUPERCUBE 2000 SPECS



SUPERCUBE 2000 SPECIFICATIONS

**Dimensions (with floor glides attached):**  
 – 10" H (includes floor guides) x 10" W x 10" D  
 (includes protruding volume knob)  
 – (27.3cm H x 25.9cm W x 27.5cm D)  
**Driver complement:**  
 – 1 each 7" cast basket active driver pressure-coupled to 2 each 7" low bass radiators  
**Frequency response:** 20Hz – 200Hz  
**Internal amplifier power:** 650 Watts  
**Input:** LFE low-level (unfiltered)  
**Power requirements:** 110 – 120V AC, 60Hz



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**CITY OF COMMERCE**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CM

RFI Number: #052  
 Date: 01/22/14  
 Contract No.: cc#1301

**SUBJECT: Blu-Ray Player**

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 16785

**REQUEST:**  
 Per section 16785, 2.12 specifies a unified DVD/Blu-Ray player MM-1211 to be installed. This player is a DVD/VHS combo player not a Blu-Ray. Per the meeting on 1/21/14 the DVD player needs to be replaced with a Blu -Ray.

\$ 1,190 add

**RECCOMENDATION:** checkpoint # 13  
 Change order substituting Blu-Ray player.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ 01/22/14  
Contractor's Signature Name (Printed) Date

**RESPONSE:**  
change to Blu-Ray player acceptable.  
QTY (2)

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Proceed with rough-in & price.  
(Explain)

Response Reviewed and Approved by: Paul Banuelos for Patrick Malloy \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/19/14  
Owner Signature Name (Printed) Date





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RFI#052

**Change Order Request #17**

**City of Commerce  
Central Library Renovation Project**

5655 Jillson St, Commerce, CA 90040

Date: 01-31-14

Ref # 13-1139-20

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi  
**Regarding:** RFI#9, Change Order #17, DVD Player Credit

Scope of Work: Per section 16785, 2.12 specifies (5) unified DVD/Blu-Ray players MM-1211 to be installed. The players are DVD/VHS combo player not Blu-Ray. Per the meeting on 1/21/14 the DVD player needs to be replaced with a Blu -Ray. The owner requested we install only (2) Blu-Ray players.

The pricing below reflects a credit for the (5) MM-1211 DVD players provided under the original contract.

Note: We reserve the right to correct this quote for errors and or omissions.

Credit -\$1,177.77

**Submitted Change Order -\$1,177.77**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



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## Change Order Request #18

RFI#052

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 01-31-14

Ref # 13-1139-21

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi

**Regarding:** RFI#9, Change Order #18, Blu-Ray

Scope of Work: Per section 16785, 2.12 specifies (5) unified DVD/Blu-Ray players MM-1211 to be installed. The players are DVD/VHS combo player not Blu-Ray. Per the meeting on 1/21/14 the DVD player needs to be replaced with a Blu -Ray. The owner requested we install only (2) Blu-Ray players.

The pricing below reflects an addition to the original contract for (2) Yamaha BD-A1020 Blu-Ray players. Product cut sheets are provided.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$863.97
Shipping	\$40.00
<u>Labor</u>	<u>\$130.82</u>
Lump sum total	\$1,034.79
<u>15% OH &amp; Profit</u>	<u>\$155.21</u>
Total	\$1,190.00

**Submitted Change  
Order**

**\$1,190.00**

If you have any questions please do not hesitate to call, thank you.  
James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



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Home > Products > Audio & Visual > Blu-ray Disc™ Players > Blu-ray Disc Players > BD-A1020



# BD-A1020

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MSRP: \$449.95



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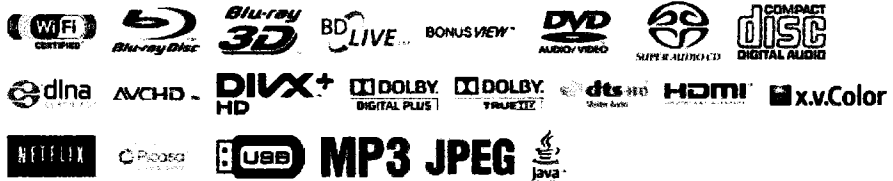
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(5 reviews)

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This universal Blu-ray Disc player offers extremely high quality sound and perfectly complements the performance and design of AVENTAGE AV receivers. Additional features include Blu-ray 3D™ playback and built-in Wi-Fi which can be controlled via a smartphone app.



The colors and finishes shown may vary from those on the actual products.



- Overview
- Features
- Technology
- Audio & Video
- Specs
- App
- Support
- Reviews

## Blu-ray Disc Players

BD-A1020

BD-S673

BD-S473

## BLU-RAY DISC PLAYER

VIDEO / AUDIO PERFORMANCE	Media Compatibility	DLNA, USB, BD-Video, BD-ROM, BD-R, BD-RE (BD-MV), DVD-Audio, DVD-Video, DVD-R DL/RW (DVD-Video, DVD-VR, AVCHD), DVD+R DL/RW (Video and VR mode, AVCHD), SA-CD, CD-DA, HDCD, CD-ROM and CD-R/RW
	File Compatibility	(VIDEO): MKV with H.264, MPEG PS, MPEG TS, MPEG-4, VOB, AVI, ASF, WMV, DivX Plus HD, AVCHD (AUDIO): MP3, WMA, AAC, WAV, FLAC (PHOTO): JPEG, GIF, PNG
	Video Output	1 Vp-p/75 ohms
	Component Video Output	Y: 1 Vp-p/75 ohms, Pb: 0.7 Vp-p/75 ohms, Pr: 0.7 Vp-p/75 ohms
	Output Level (1 kHz, 0 dB)	2 ± 0.3 V (BD/DVD/CD-DA)
Connectivity	HDMI Output	1 (480i/576i/480p/576p/720p/1080i/1080p/1080p@24 Hz)
	USB Port (Front Panel / Rear Panel)	1 / 1
	Digital Audio Output (Optical / Coaxial)	1 / 1
	Component Video Output	1
	Composite Video Output	1
	2-Channel Mixed Audio Output	1

	Ethernet	1
	Remote Control Input / Output	1 / 1
	RS-232C Interface	1
	Terminal for Detachable Power Cable	1
GENERAL	Standby Power Consumption	≤0.5 W
	Dimensions (W x H x D)	17 1/8" x 3 3/8" x 10 1/8"; 435 x 86 x 258 mm
	Weight	6.4 lbs.; 2.9 kg

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**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION, INC  
 Project Name: City of Commerce - Central Library Renovation  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_

RFI Number: #053  
 Date: 01/22/14

Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER Contract No.: cc#1301

**SUBJECT: CATV System Change**

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: AD4 - 16785

**REQUEST:**  
 During the meeting on 1/21/14 the customer requested the streamed content from the Blu-Ray or other content take place over the data network not the CATV system. This will remove some CATV equipment from section 16785 and provide direct CATV feed to each decoder.  
 (\$9,853.56) credit.

**RECCOMENDATION:**  
 Change order required changing CATV system design.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi 01/22/14  
 Contractor's Signature Name (Printed) Date

**RESPONSE:**  
 Delete CATV system equipment & provide direct CATV feed to each decoder.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos Paul Banuelos 2/19/14  
 Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Provide credit & rough-in accordingly  
 (Explain)

Response Reviewed and Approved by: Paul Banuelos for Patrick Malloy Paul Banuelos 2/19/14  
 Owner Signature Name (Printed) Date



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## Change Order Request #19

RFI#053

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 01-30-14

Ref # 13-1139-22

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi

Regarding: RFI#10, Change Order #22 – CATV Change

Scope of Work: During the meeting on 1/21/14 the customer requested the streamed content from the Blu-Ray or other content take place over the data network not the CATV system. This will remove some CATV equipment from section 16785 and provide direct CATV feed to each decoder.

The pricing below reflects a credit for the deleted CATV Equipment and Labor.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	-\$8,976.96
<u>Labor</u>	<u>-\$876.60</u>
Lump Sum Total	-\$9,853.56

**Submitted Change  
Order**

**-\$9,853.56**

If you have any questions please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			
Beatriz		Greco	
Larry		IOR	

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 076  
 Date: 02/06/14  
 Contract No.: CC#1301

**SUBJECT: RELOCATION & NEW TV / ELIMINATE WINDOW#18**

Drawing / Detail Number: A2.1 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

As we discussed at the site. I'd like to confirm the follow

2. Relocation of TV at Market Place (room #14)
3. Add (1) TV at Study Room (room #21) - Please provide a TV Spec.

**PROPOSAL:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Feb06,2014/Thu  
 Contractor's Signature Name (Printed) Date

**RESPONSE:**

2. TV is to be relocated to Market Place Wall that faces Cafe above shelving.
3. One TV will be added to Study Room #21, Provide 60" TV Rough-in for HDMI and Power.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

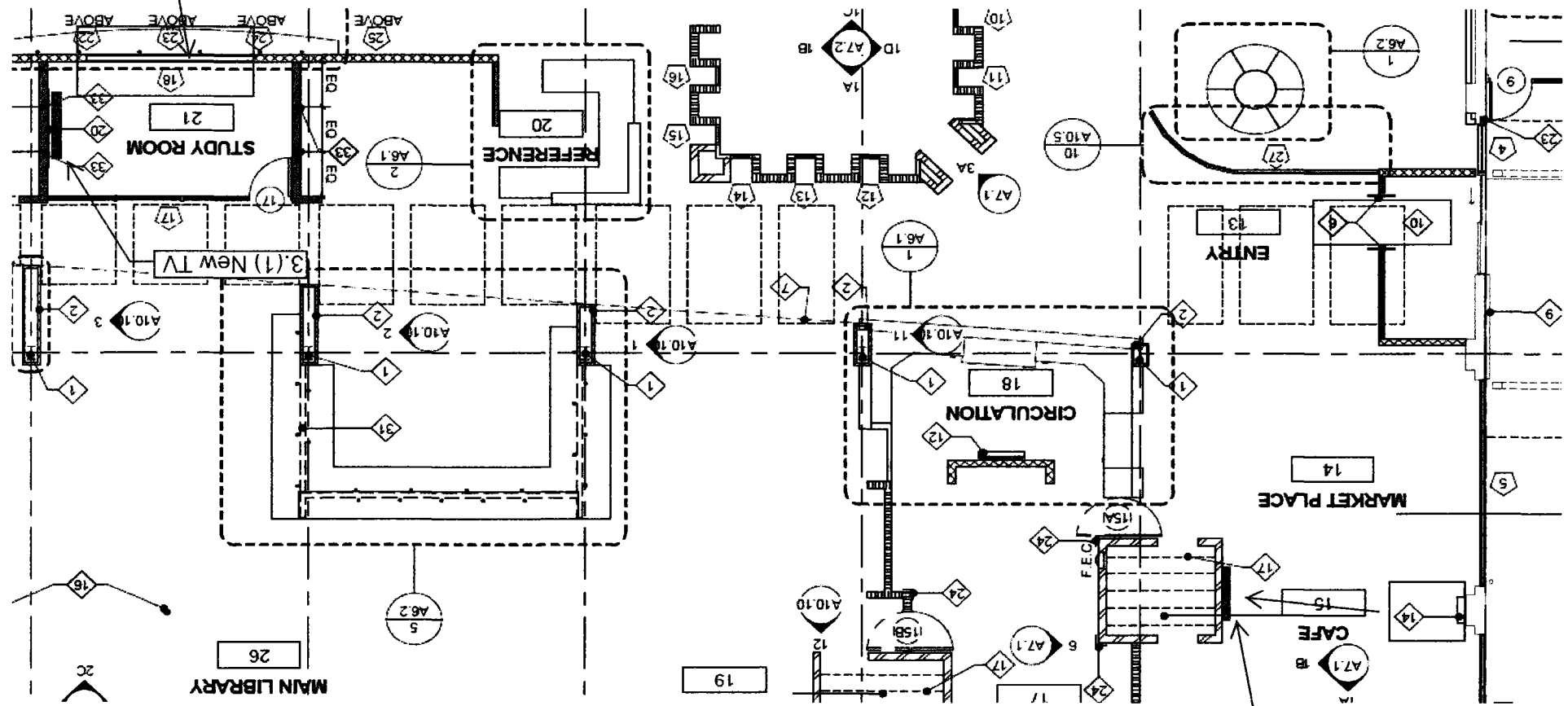
Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/12/14  
 Signature Name (Printed) Date

**OWNER AUTHORIZATION (please check one):**

- Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Price and Proceed  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_  
Paul Banuelos for Alex Hamilton \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 2/12/14  
 Owner Signature Name (Printed) Date

1. Eliminate Window #18



2. Relocation of TV



## **Jacky Gonzalez**

---

**From:** Greco Venegas [grecov@ci.commerce.ca.us]  
**Sent:** Thursday, February 13, 2014 12:19 PM  
**To:** Paul Banuelos; BEATRIZ SARMIENTO  
**Cc:** Jacqueline Gonzalez; Patrick Malloy; Daryl Cruser; Michael Shawver  
**Subject:** RE: Commerce Central Library - RFI #076 Response

Hi Paul

Yes this is correct,

Please also confirm that the 60" tv in Room #14 (Market Place) will be part of the MediaMaster system – so 2- data (cat6) will also be required at this location for that purpose in addition to the power. On the wall where the window is being drywalled we are also looking at putting a dry erase board on that wall.

The 60" TV in Room #21 (Study room) – will also be a 60" TV Sharp like the others – however this will not be tied into the Mediamaster system – if possible we would like a wallplate for HDMI inputs on the wall – but preferably routed into the table themselves with HDMI inputs in the center of the table along with power. TV speaker sound will be sufficient for this room.

Please let me know if you have any questions,  
Thank you.

---

**From:** Paul Banuelos [mailto:PBanuelos@swinerton.com]  
**Sent:** Wednesday, February 12, 2014 2:52 PM  
**To:** BEATRIZ SARMIENTO; Greco Venegas  
**Cc:** Jacqueline Gonzalez; Patrick Malloy; Daryl Cruser; Michael Shawver  
**Subject:** Commerce Central Library - RFI #076 Response

Beatriz and Greco,

Please confirm the scope revisions included in RFI #076 are acceptable. Once I receive your confirmation this response will be sent to the MTM. Thank-you

Sincerely,

**Paul Banuelos**

Project Manager | City of Commerce  
Swinerton Management & Consulting  
865 South Figueroa St., Ste. 3000  
Los Angeles, CA. 90017  
C: 213-814-8635  
[pbanuelos@swinerton.com](mailto:pbanuelos@swinerton.com) | [www.swinerton.com](http://www.swinerton.com)



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RFI#076

## Change Order Request #28

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 02-28-14

Ref # 13-1139-28

TO: MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

Attention: Won Choi

Regarding: RFI#76, Change Order #28 – TV Add Room 21

Scope of Work: RFI#076 requested two changes that will affect Checkpoint.

1. The relocation of the TV in the Market Place room #14. This will have no cost impact for Checkpoint.
2. Add TV in Study Room #21 with (2) HDMI cables from the TV to the conference room table.

The pricing below reflects the additional cost for supplying (1) 60" Wall mount TV with (2) HDMI cables from the Conference Table to the HDMI inputs on the TV. The TV will not be connected to the Media Master system. The customer also requested the addition of a power outlet along with the HDMI cables on the conference table. This will require conduit for the HDMI cables as well as the power cables to be installed for the conference table feed. This will also require a floor box or an enclosure mounted on the conference table all to be provided by others.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$2,098.54
<u>Labor</u>	<u>\$286.92</u>
Lump sum total	\$2,385.46
<u>15% OH &amp; Profit</u>	<u>\$357.81</u>
Total	\$2,743.27

**Submitted Change  
Order**

**\$2,743.27**

If you have any questions please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (949) 724-9960, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 021

Reference Doc.: \_\_\_\_\_

RFI #: \_\_\_\_\_

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

Full Description of Change in Scope:

Date : 3/13/2014

Paid Fire Protection Permit Fee.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Subtotal:			\$0.00			\$0.00			\$0.00
Overhead & Profit (%)			15%			15%			15%
Overhead & Profit (\$)			\$0.00			\$0.00			\$0.00
Subtotal:			\$0.00			\$0.00			\$0.00
<b>Total:</b>								<b>\$0.00</b>	
First Tier Subcontractor Cost:	PRO-TEK							<b>\$353.69</b>	
GC's O & P per First Tier Sub.:								5%	\$17.68
GC's Compansable Cost:								\$512.51/Per Day	
Bond:	(Including GC & First Tier Sub cost)							1%	\$3.71
<b>GRAND TOTAL:</b>								<b>\$375</b>	

Total time impact in calendar days of this Change Order Request:

0 days

PRO-TEK  
 \_\_\_\_\_  
 SUB. CON - NAME/TITLE                      DATE

WON CHOI / PM                                      3/13/2014  
 \_\_\_\_\_  
 G.C - NAME/TITLE                                      DATE



# CITY OF COMMERCE

## BUILDING & SAFETY DIVISION

2535 Commerce Way  
 Commerce, California 90040  
 323-887-4455

Permit Number : C1400033  
 Status : APPROVED  
 Page 1  
 Date:03-10-2014

Permit Type : Commercial Construction  
 Location : 2535 COMMERCE WAY COMM

Parcel Number : 6335025901  
 Occupancy Type :  
 Construction : CALT  
 Owner : COMMERCE CITY  
 Owner Address 1 : 2535 COMMERCE WAY  
 Owner Address 2 : LOS ANGELES CA  
 Owner Address 3 :  
 Phone Number :  
 Class Code : 330  
 Permit To Do : ADD 4, RELOCATE 33, PLUG 72 FIRE SPRINKLERS/CENTRAL LIBRARY

Applied : 02/18/2014  
 Approved : 03/10/2014  
 Completed :  
 To Expire : 09/06/2014  
 Validated By : SG  
 Valuation : \$2,500.00  
 Inspector Area : 02

Contractor: PRO-TEK FIRE SPRINKLERS SYSTEM 788713  
 17432 MINNEHAHA STREET 818-832-2743  
 GRANADA HILLS, CA

<b>**Commercial Permit Fees**</b>		<b>**Commercial P/C Fees**</b>	
General Permit Fee	\$176.25	General P/C Fee	\$149.81
W/Energy	\$0.00	W/Energy	\$0.00
Handicap	\$0.00	Handicap	\$0.00
Energy_H/C	\$0.00	Energy_H/C	\$0.00
Investigation	\$0.00	<b>**Investigation Fees**</b>	
		Noncompliance	\$0.00
		<b>**Fee Totals**</b>	

Total Plan Check Fees.....	\$149.81
Total Permit Fees (Includes Violation Fees)	\$176.25
Plan Maintenance Fee	\$6.00
Issuance Fee	\$20.00
Miscellaneous Fee	\$1.00
S.M.I.P Fee	\$0.63
<b>Total Fees</b>	<b>\$353.69</b>

Item#	Description	Account Code	Tot Fee	Paid	Prv.	Pmts	Cur.	Pmts
3146	NR PERMIT ACCT	NR PERMIT AC	176.25	176.25	176.25			.00
3147	Plan Maintenanc	NR P/M ACCT	6.00	6.00	6.00			.00
3148	Plan Check	NR P/C ACCT	149.81	149.81	149.81			.00
3149	I NR ISSUE ACC		20.00	20.00	20.00			.00
3150	Miscellaneous F	NR MISC ACCT	1.00	1.00	1.00			.00
3151	S NR SMP ACCT		.63	.63	.63			.00

Total Payments : \$353.69  
 Balance Due : \$0.00

### ASBESTOS NOTIFICATION

Notification letter sent to AQMD or EPA.  
 box  I declare that notification of abestos

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 022

Reference Doc.: \_\_\_\_\_

RFI #: 114

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

Full Description of Change in Scope:

Date: 3/18/2014

Delete Scope of Work for Specialty Furniture from Contract.

Breakdown	Direct Labor			Direct Materials			Misc.		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	L/S	Rate	Cost
Allowance 2									-\$500,000.00
<b>Subtotal:</b>			\$0.00			\$0.00			-\$500,000.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			
<b>Subtotal:</b>			\$0.00			\$0.00			-\$500,000.00
<b>Total:</b>									-\$500,000.00
<b>First Tier Subcontractor Cost:</b>									
<b>GC's O &amp; P per First Tier Sub.:</b>							5%		
<b>GC's Compansable Cost:</b>							\$512.51/Per Day		
<b>Bond:</b>							1%		
<b>GRAND TOTAL:</b>									-\$500,000

Total time impact in calendar days of this Change Order Request:

0 days

\_\_\_\_\_  
SUB. CON - NAME/TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WON CHOI / PM

\_\_\_\_\_  
3/18/2014

\_\_\_\_\_  
G.C - NAME/TITLE

\_\_\_\_\_  
DATE



**CITY OF COMMERCE**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 114  
 Date: 03/07/14  
 Contract No.: CC#1301

**SUBJECT:** Specialty Furniture Plan & Spec. (Allowance-2)

Drawing / Detail Number: \_\_\_\_\_ Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

I did not receive the furniture plan & spec. yet. Please provide the plan, spec. The furniture lead time will be 3-4 months once the submittals are approved.

**RECOMMENDATION:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Mar07,2014/Fri \_\_\_\_\_  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

The City will purchase the Library Specialty Furniture through a CMAS agreement. The Allowance will be deducted from Contractor's Contract.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 3/17/14 \_\_\_\_\_  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Allowance will be deducted from Contractor's Contract  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 3/17/14 \_\_\_\_\_  
Paul Banuelos for Patrick Malloy *Owner Signature* *Name (Printed)* *Date*

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 24

Reference Doc.: \_\_\_\_\_

RFI #: 120,126

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date: 3/21/2014

**Provide Additional (3) 70" TVs at Youth Library & Provide a Lighting Switch at Literacy Classroom Wardrobe**

Breakdown	Direct Labor			Direct Materials			Direct Equipment		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	Hours	Rate	Cost
Carpenter	3.00	\$48.43	\$145.29						
Drywall Installer	3.00	\$48.43	\$145.29						
<b>Subtotal:</b>			\$290.58			\$0.00			\$0.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$43.59			\$0.00			\$0.00
<b>Subtotal:</b>			<b>\$334.17</b>			<b>\$0.00</b>			<b>\$0.00</b>
<b>Total:</b>									<b>\$334.17</b>
<b>First Tier Subcontractor Cost:</b>	JUNO								<b>\$2,300.00</b>
	DIGITAL TECH.								<b>\$1,110.00</b>
	CHECK POINT								<b>\$12,541.46</b>
<b>GC's O &amp; P per First Tier Sub.</b>									<b>\$797.57</b>
<b>GC's Compansable Cost:</b>									\$0.00
<b>Bond:</b>	(Including GC & First Tier Sub cost)								\$170.83
<b>GRAND TOTAL:</b>									<b>\$17,254</b>

Total time impact in calendar days of this Change Order Request:

0 days

JUNO/DIGITAL TECH/CHECK POINT  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      3/28/2014  
G.C - NAME/TITLE      DATE



**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 120  
 Date: 03/11/14  
 Contract No.: CC#1301

**SUBJECT:** Additional Projectors in Youth Library

Drawing / Detail Number: RFI#055 Response Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

As per RFI#055's response & Paul's attached e-mail that (3) additional projectors could be provided in Youth Library. But the plans (information for location, Electrical Rough-in Etc) have not been provided and gypsum board has been closed. If additional projectors are still needed. Please provide the plans.

**RECCOMENDATION:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Mar11,2014/Tue  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

Please see the revised Instructional Bulletin #3.1. The (3) projectors have been replaced with (3) 70" Smart TV's. Sharp Model #LC 70LE650 TV's are to be connected to the Media Master system. Electrical rough-in required (2) data J-boxes and conduit along with 120V electrical receptacle for each television.

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: Paul Banuelos Paul Banuelos 3/24/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submit price PRIOR to proceeding.  
 Proceed at Force Account.  Other: \_\_\_\_\_  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul Banuelos 3/24/14  
*Owner Signature* *Name (Printed)* *Date*



REFERENCE

20

STUDY ROOM

21

EQ  
EQ  
EQ  
EQ

EQ  
EQ  
EQ  
EQ

PLAY ROOM

24

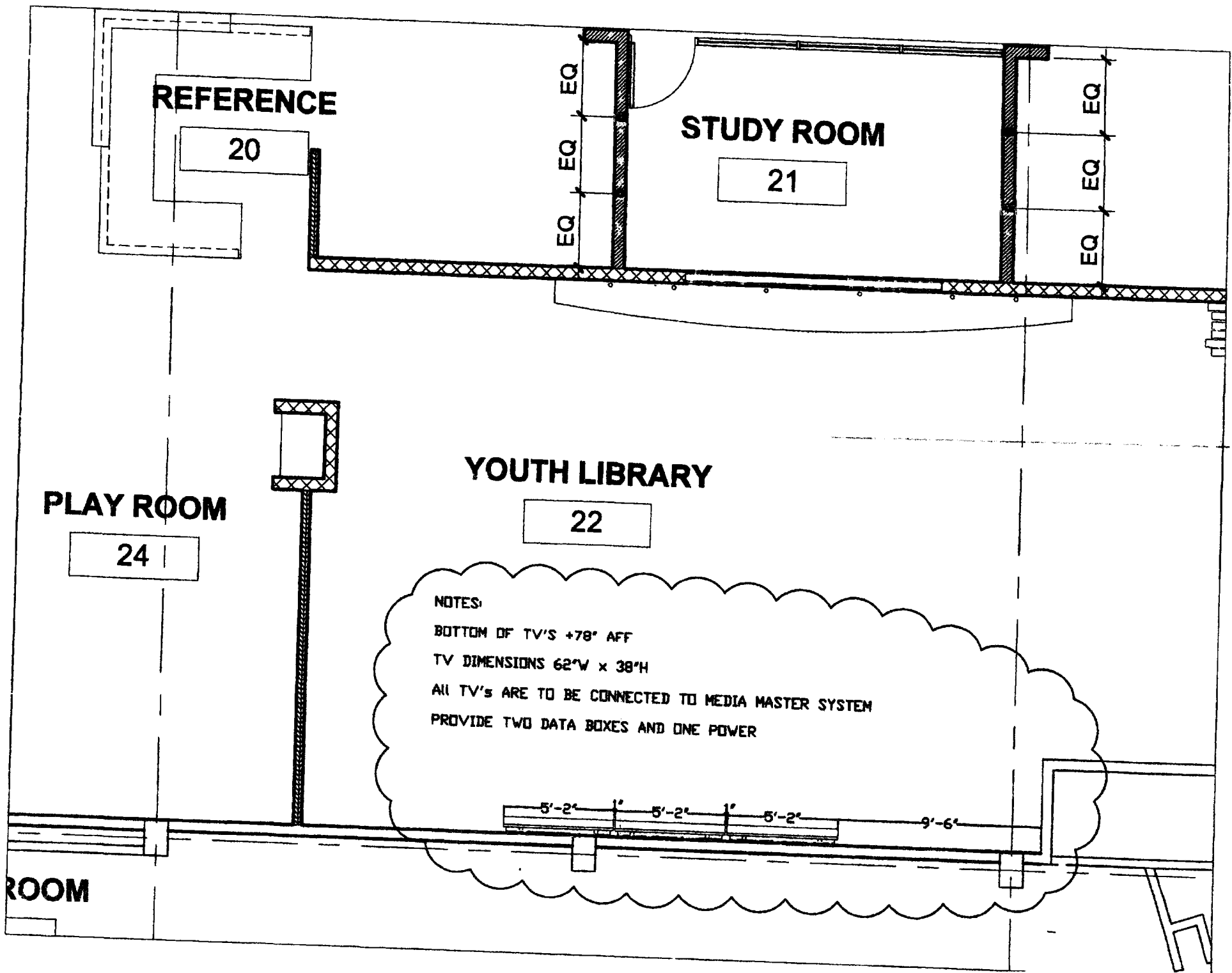
YOUTH LIBRARY

22

NOTES:  
BOTTOM OF TV'S +78" AFF  
TV DIMENSIONS 62"W x 38"H  
ALL TV'S ARE TO BE CONNECTED TO MEDIA MASTER SYSTEM  
PROVIDE TWO DATA BOXES AND ONE POWER

5'-2" | 5'-2" | 5'-2" | 9'-6"

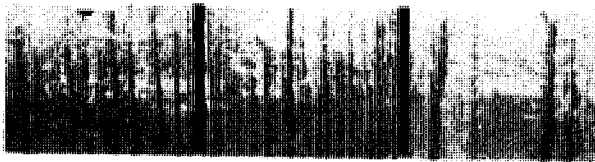
ROOM



70" TV

70" TV

70" TV



TACKABLE  
SURFACE

Full  
Height  
and  
Width

← +48"



**ADRIAN GAUS ARCHITECTS – 300 EAST STATE ST #360 REDLANDS, CA 92373**

**PROJECT:** City of Commerce  
Central Library Renovation

**INSTRUCTION BULLETIN: 3.1**

**OWNER:** City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

**DATE:** December 26, 2013

**TO:** MTM Construction  
16035 Phoenix Drive  
City of Industry, CA 91745

**ATTN:** Won Choi

**DESCRIPTION OF WORK TO BE PERFORMED:**

**ITEM IB-3.1:**

1. Revise task to be performed surface at the south lobby entrance west elevation per attached drawing 2/IB-CD-3.1.
2. Add task to be performed wall surface to the youth classroom south wall per attached elevation 3/IB-CD-3.1.

**Justification:**

Revision to construction documents.

**Requested by:**

Owner

- 1  Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
- 2  Make the described change in the work, with credit or cost for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
- 3  Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

**ARCHITECT: Adrian Gaus Architects**

By:

*Herta Gaus*

12/26/13

Herta Gaus, Principal

Date:

**AUTHORIZATION TO PROCEED:**

When approved by both parties below, you are authorized to proceed with the work outlined in Item(s) **IB-3.1**. The amount for this change of \$ TBD will be (added/deducted) in a forthcoming Change Order. The Contract Time will be adjusted by 0 day(s) (added/deducted).

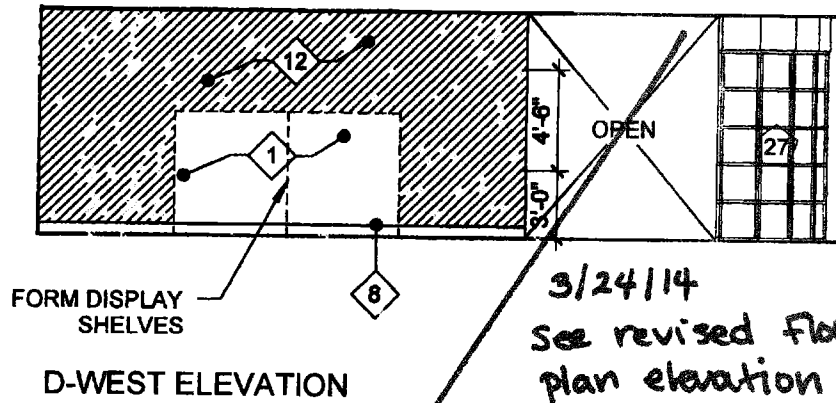
Owner Representative  
Paul Banuelos  
Construction Manager

Date

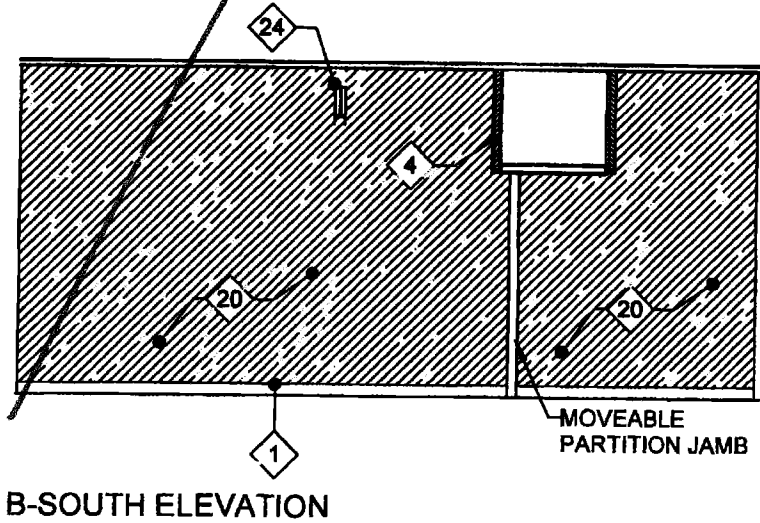
General Contractor  
Won Choi, MTM Construction

Date

CC: File



**3 SOUTH LOBBY ENTRANCE**  
1/8" = 1'-0" \* REFERENCE SHEET A7.1



**8 YOUTH CLASSROOM**  
1/8" = 1'-0" \* REFERENCE SHEET A7.2

CITY OF COMMERCE  
CENTRAL LIBRARY  
RENOVATION

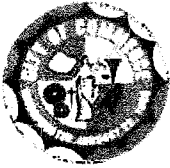
Adrian-Gaus Architects, Inc.

Sheet Title:  
TACKABLE SURFACE LOCATIONS

---

Date 12/26/13  
Drawn by AGA

Sheet No.  
IB-CD-3.1



**CITY OF COMMERCE**

DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 126  
 Date: 03/14/14  
 Contract No.: CC#1301

**SUBJECT:** Wardrobe Lightng (K3) Switch at Literacy Classroom.

Drawing / Detail Number: CD-4.4 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

I'd like to verify whether lighting (type K3) switch requires at Literacy Classroom Wardrobe. If requires. Provide switch location.

**RECCOMENDATION:**

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi \_\_\_\_\_ Mar14,2014/Fri  
*Contractor's Signature* *Name (Printed)* *Date*

**RESPONSE:**

Verify with City type of switch they would like.  
~~1. Switch that automatically turns on when doors open~~  
 2. Switch on wall with room light switches. *PB 3/25/14*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

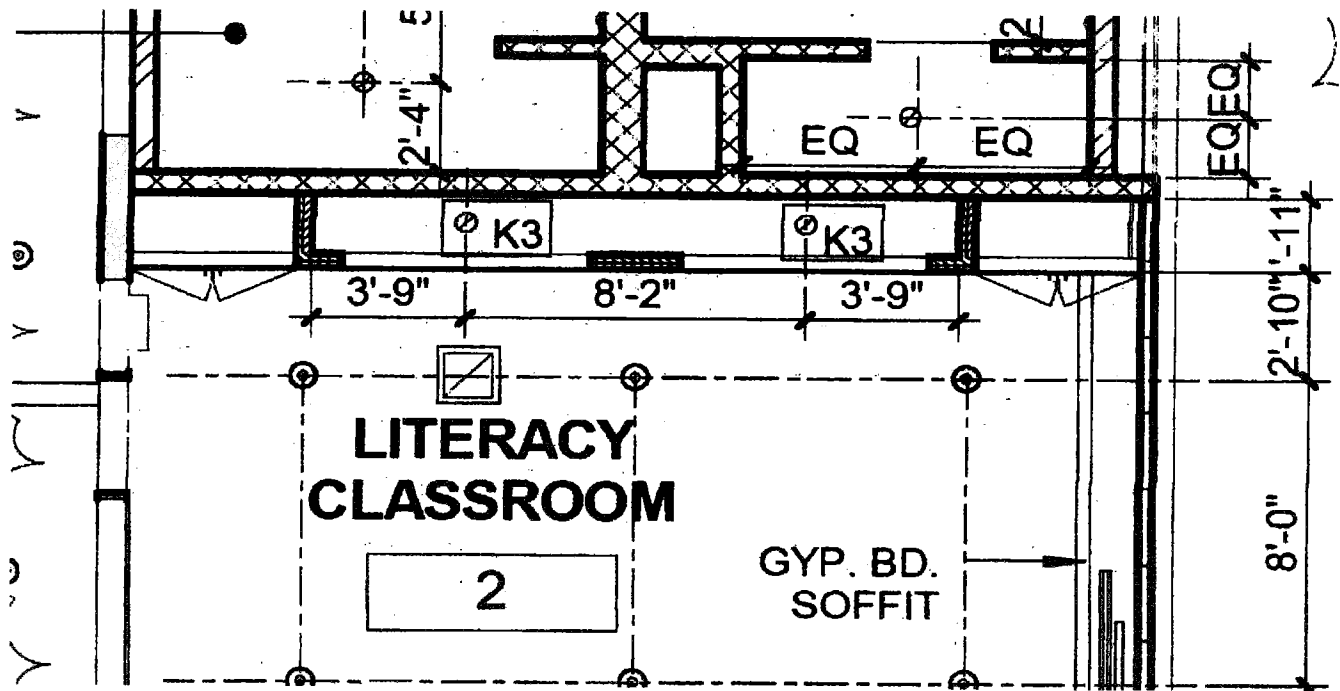
Response by: \_\_\_\_\_ April Kaufman \_\_\_\_\_ 03/24/14  
*Signature* *Name (Printed)* *Date*

**OWNER AUTHORIZATION (please check one):**

Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Cost to be In I.B#41 pricing.  
 (Explain)

Response Reviewed and Approved by: \_\_\_\_\_ Paul Banuelos \_\_\_\_\_ 3/25/14  
*Owner Signature* *Name (Printed)* *Date*

Part of CD-4.4



# JUNO ELECTRICAL SYSTEM, INC.

# PROPOSAL

951 S. Meridian ave. Alhambra, CA 91803 (T)626-282-5860 (F)626-282-8790

LIC#925886 B,C10. Since 1999

DATE: March 26, 2014

NUMBER: 2789-008

REF. NO:

JOB NO.:

**BILL TO:**

**MTM Construction, Inc.**

16035 Pheonix Dr.

City of Industry, CA 91745

Attn: Won Choi

**JOB SITE ADDRESS:**

Central Library

5655 Jillson St.

Commerce, CA 90040

**JOB NAME: CENTRAL LIBRARY RENOVATION - COP#8**

**Scope of Work:**

- Furnish/Install 120V power receptacle and data conduit work for (N) TV at Youth Library with necessary support/wire/pull-string as per RFI#120 answer
- Furnish/Install A lighting Switch at Literacy Classroom Wardrobe as per RFI#126 answer.

**NOTES :**

- The work scope of this proposal based on RFI#120/request from G.C.
- Disposal bin/Low Boy provided by general contractor or other
- Extra cost will be charged if additional work or change of quantity from above work scope imposed

**Exclusion:**

- Bond, city permit & electrical engineering fee
- Temporary facility/fence/power/lighting & traffic control
- Any surface finishing works(concrete, asphalt, landscaping, drywall, stucco, painting & etc.)

To accommodate all work specified within drawing and specification.

We propose parts and labor cost of --

Total : \$2,300.00

Two Thousand Three Hundred Dollars.

**PAYMENT TERMS:** Last payment is due within one month of completion and final inspection or a finance charge of 1.5% per month will be added to the total amount. All collection and legal expenses are to be paid by purchaser when past due and receipts are submitted for collection through agency, attorney or court in the state of California.

CUSTOMER'S SIGNATURE :

DATE :

CONTRACTOR'S SIGNATURE:

DATE: 3/26/2014



**DIGITAL TECHNOLOGIES, INC.**

March 28, 2014

MTM Construction

**Attn: Won Choi**

**Re: Change Order 003 – City of Commerce Central Library Renovation  
Youth Library Additional Projectors.**

To: Won,

On behalf of **Digital Technologies, Inc.**, I would like to thank you for the opportunity to submit the following proposal of for the above referenced project. We have included all materials and labor (prevailing wages applied) for the items stated below. **Digital Technologies Inc. is a Panduit Certified Installer (Certification Attached)**

**Scope of work- Voice and Data Network System (Panduit/General).**

1. **Furnish and Install Cat6 and CATV Cabling for Additional Projector in Youth Library.**

**Total Change Order Price: \$1,110.00**

**Exclusions:**

1. **Network switches, routers, servers, WAP's. Etc. are to be provided by others.**
2. **Uninterruptible Power Supplies (UPS) to be provided by others.**
3. **All penetrations, pathways, electrical outlets, boxes, Cable Tray, conduits, raceways and Grounding to be provided by others.**
4. **Fire treated backboards to be provided by others**

We appreciate your consideration of **Digital Technologies, Inc.** for this project. We are prepared to commence with material procurement and resource allocations upon receipt of Notice to Proceed.

If you should have any questions regarding the information presented in this proposal, please feel free to contact me at 909-563-8703.

Sincerely,

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

Ruben Fierro  
Estimator/CAD Operator

\_\_\_\_\_  
**Print Name:**





**CHECKPOINT**  
communications incorporated

15412 Electronic Lane, Suite 102  
Huntington Beach, CA 92649

Tel 714-892-5050  
www.checkpointcomm.com

Fax 714-892-9589  
License #545063

## Change Order Request #29

### City of Commerce Central Library Renovation Project

5655 Jillson St, Commerce, CA 90040

Date: 03-26-14

Ref # 13-1139-29

**TO:** MTM Construction  
16035 Phoenix Dr  
City of Industry, CA 91745

**Attention:** Won Choi

**Regarding:** Change Order #29 – Youth Library TV

Scope of Work: Per drawings received on 3/21/14, customer is requesting the installation of (3) 70" TV's to be wall mounted in the Youth Library, Room 22. Each TV will have a Media Master decoder connected to the Library network. Please note the additional TVs will require Power, Data, and TV cable drops.

The pricing below reflects the additional cost for the (3) wall mount 70" TVs in the Youth Library.

Note: We reserve the right to correct this quote for errors and or omissions.

Material	\$9,708.52
<u>Labor</u>	<u>\$1,197.12</u>
Lump sum total	\$10,905.64
<u>15% OH &amp; Profit</u>	<u>\$1,635.82</u>
Total	\$12,541.46

**Submitted Change  
Order**

**\$12,541.46**

If you have any questions please do not hesitate to call, thank you.

James Shoaff, RCDD, V.P. Engineering, (714) 892-5050, jshoaff@checkpointcomm.com

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPECS:

CONTRACT #: CC#1301

Change Order Request # ; 25

Reference Doc.: \_\_\_\_\_

RFI #: \_\_\_\_\_

Field Memo# 18

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date: 3/21/2014

Add Transom & Glazing at Door#13 per RFI#132

Breakdown	Direct Labor			Direct Materials			Direct Equipment			
	Hours	Rate	Cost	Quantity	Unit Price	Cost	Hours	Rate	Cost	
Add Transom & Glazing at Door #13			\$200.00			\$630.00				
<b>Subtotal:</b>			\$200.00			\$630.00			\$0.00	
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>	
<b>Overhead &amp; Profit (\$)</b>			\$30.00			\$94.50			\$0.00	
<b>Subtotal:</b>			<b>\$230.00</b>			<b>\$724.50</b>			<b>\$0.00</b>	
<b>Total:</b>									<b>\$954.50</b>	
<b>First Tier Subcontractor Cost:</b>										
<b>GC's O &amp; P per First Tier Sub.</b>									<b>\$0.00</b>	
<b>GC's Compansable Cost:</b>						\$512.51/Per Day			\$0.00	
<b>Bond:</b>	(Including GC & First Tier Sub cost)									\$9.55
<b>GRAND TOTAL:</b>									<b>\$964</b>	

Total time impact in calendar days of this Change Order Request:

0 days

RAINBOW  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      3/28/2014  
G.C - NAME/TITLE      DATE



City of Commerce  
Community Development Department  
2535 Commerce Way  
Commerce, CA 90040

## Field Memo #018

**Project:** Central Library Renovation Project

**Contract No:** 1301

**Issued to:** MTM Construction, Inc. (Contractor)

**Attention:** Won Choi

**Subject:** Notice to Proceed with Door #13 Transom

**Reference:** RFI #132

This is a formal Notice to Proceed to provide labor and material for the Central Library Renovation's for the revised scope of work identified in RFI #132 to provide glass transom for Door #13 Opening. The cost for this work is not to exceed \$1,000.

File: PCO #TBD

	Information Only		No Cost To The City
	Begin Work Immediately		<b>Submit A Price</b>
<b>X</b>	<b>Proceed With Work On</b>		Time and Material
	Paid On Bid Item (s)	<b>0</b>	Time Extension
	Agreed Price: \$	<b>0</b>	Calendar Days

If there are any exceptions to this Field Memo, a written response shall be provided within five (5) business days. Should you have any questions, please contact Paul Banuelos with Swinerton Management & Consulting at 213-814-8635.

**Requested By:** Wendell Johnson

**Issued By:** Paul Banuelos

**Reviewed By Owner:** For Wendell Johnson

**Issued On:** 3/28/14

Attachments: RFI #132

Cc: , Jorge Rifa, Maryam Babaki, Martha Gomez, Beatriz Sarmiento, Vilko Domic, Larry Garcia



**CITY OF COMMERCE**  
DEPARTMENT OF COMMUNITY DEVELOPMENT

**REQUEST FOR INFORMATION (RFI)**

DISTRIBUTION			

Contractor: MTM CONSTRUCTION INC.  
 Project Name: CITY OF COMMERCE CENTRAL LIBRARY RENOVATION  
 Submitted by: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Issued To: PAUL BANUELOS, CONSTRUCTION MANAGER

RFI Number: 132  
 Date: 03/20/14  
 Contract No.: CC#1301

**SUBJECT: Auto-Sliding Door Dim. For Door#13**

Drawing / Detail Number: 9/A10.6 Specification Section / Page Number: \_\_\_\_\_

**REQUEST:**

As per Field Measurement at Door#13. The Existing Rough Opening Dim. (height) is 9'-8". But the auto-sliding door height is only 7'-6" & Door Type is D per A9.1 Door Schedule. So, I'd like to request to provide the detail above 7'-6" to 9'-8"

**RECCOMENDATION:**

Drywall with Door Header or change to Door Type to C

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Request by: \_\_\_\_\_ Won Choi Mar20,2014/Thu  
 Contractor's Signature Name (Printed) Date

**RESPONSE:**

Please advise if the City would like to frame and drywall the opening or include a transom with the automatic sliding door.

Provide transom for Door #13 opening *PC 3/28/14*

Cost Impact:  Yes  No  To Be Determined  Check if additional pages are attached  
 Schedule Impact:  Yes  No  To Be Determined

Response by: \_\_\_\_\_ April Kaufman 03/26/14  
 Signature Name (Printed) Date

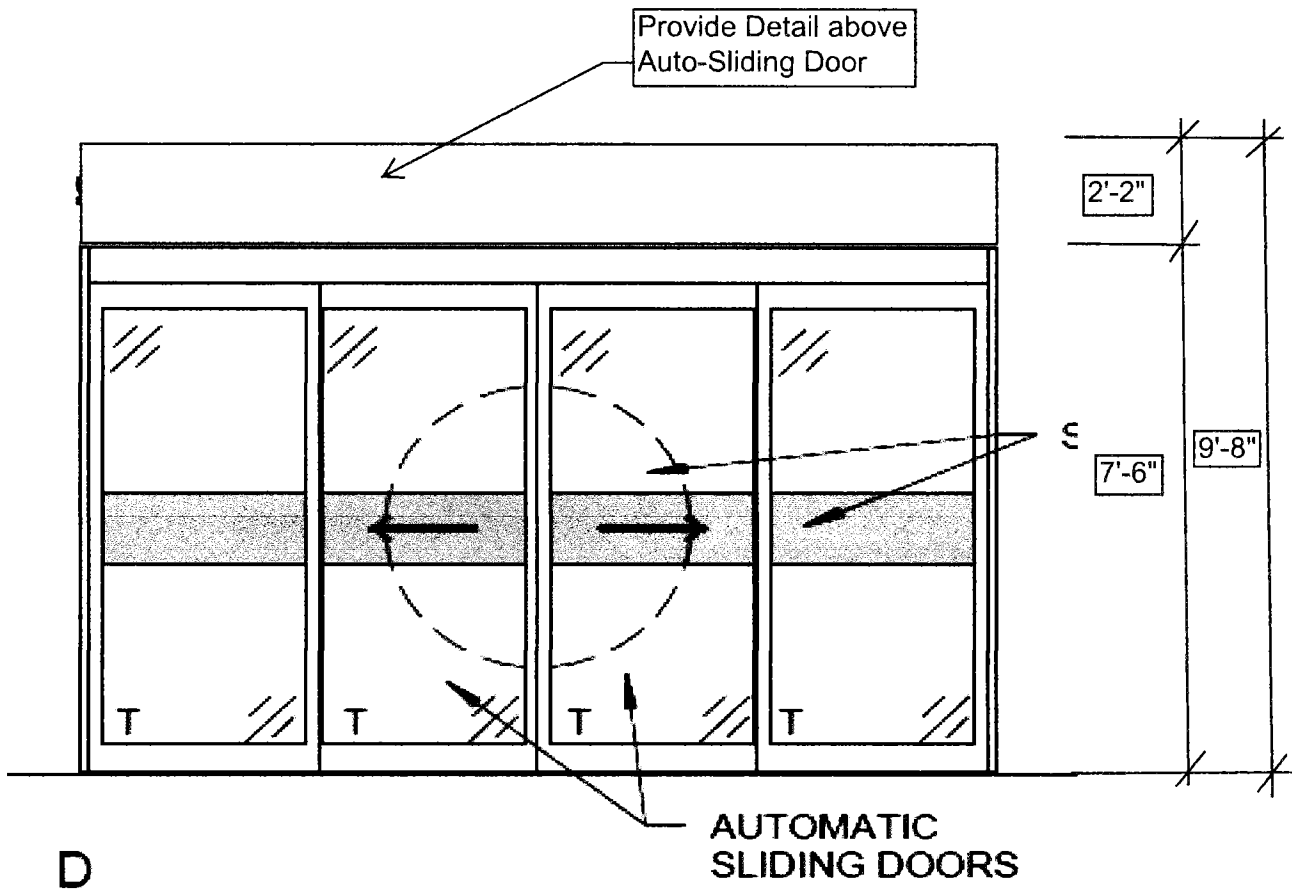
**OWNER AUTHORIZATION (please check one):**

- Proceed as noted above. NO COST.  Submitt price PRIOR to proceeding.  
 Proceed at Force Account.  Other: Proceed Cost not to exceed \$1,000  
 (Explain)

Response Reviewed and Approved by:  
 Paul Banuelos For Wendell Johnson Paul Banuelos 3/28/14  
 Owner Signature Name (Printed) Date

**Part of A9.1**

#	TYPE	WIDTH	HEIGHT	MATERIAL
13	D	12' - 0"	7' - 6"	ALUM



**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

SPecs:

CONTRACT #: CC#1301

Change Order Request # ; 26

Reference Doc: \_\_\_\_\_

RFI #: \_\_\_\_\_

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date : 4/2/2014

Provide (6) Isolation Curbs for Down-Discharging RTU (AC UNIT#1 to 6)

Breakdown	Direct Labor			Direct Materials			Direct Equipment		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	Hours	Rate	Cost
Relocate Conduit	4.00	\$64.00	\$256.00						
Duct Relocation / Scissor Lift			\$600.00						
Crane									\$600.00
<b>Subtotal:</b>			\$856.00			\$0.00			\$600.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$128.40			\$0.00			\$90.00
<b>Subtotal:</b>			\$984.40			\$0.00			\$690.00
<b>Total:</b>									\$1,674.40
<b>First Tier Subcontractor Cost:</b>	MEGA AIR (Included TAX)								\$6,741.65
<b>GC's O &amp; P per First Tier Sub.</b>									\$337.08
<b>GC's Compansable Cost:</b>									\$0.00
<b>Bond:</b>	(Including GC & First Tier Sub cost)								\$87.53
<b>GRAND TOTAL:</b>									\$8,841

Total time impact in calendar days of this Change Order Request:

0 days  
if approved by April25,2014/Fri

MEGA AIR  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      4/2/2014  
G.C - NAME/TITLE      DATE



**M. W. SAUSSÉ & CO., INC**  
 28805 INDUSTRY DRIVE VALENCIA, CA 91355-5419  
 PHONE: 661-257-3311 FAX: 661-257-6050

**QUOTATION**

**CUSTOMER:** MEGA AIR COMPANY  
 1320 W. EL SEGUNDO BLVD.  
 SUITE B  
 GARDENA, CA 90247  
**CONTACT:** SAM JIN  
**PHONE:** 310-516-6233 **FAX:**  
**E-MAIL:** megaair.sj@gmail.com  
**MECH. ENGR.:**

**QUOTE NO.:** QT18089.01  
**QUOTE DATE:** 07/30/2013  
**BID DATE:** 07/31/2013  
**SALES REP:** JO  
**PAGE:** 1 OF 1

**JOB NAME:** CITY OF COMMERCE CENTRAL LIBRARY RENOVATION

**FOB-VALENCIA**

UNIT TAG	QTY.	GROUPED	PART	DESCRIPTION	TOTAL
AC-1, 4, 5, 6	4	EACH	VIC	VIC-EQ  Combination Seismic Roof-Mounting Curb Incorporating 2" Deflection Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. Standard Operating Height 19-1/2", Flat Construction.	\$3,620.00
AC-2, 3	2	EACH	VIC	VIC-EQ  Combination Seismic Roof-Mounting Curb Incorporating 2" Deflection Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. Standard Operating Height 19-1/2", Flat Construction.	\$1,370.00
AC-1 thru AC-6	1	LOT	PTCH00	Add For Pitch, 1" IN 12" One Directional Pitch	\$995.00
CU-1	1	SET	ICPG	ICPG-EQ  3/4" Neoprene Waffle Pad with Weight-Bearing Plate, Hole, and Grommet.	\$200.00
<b>TOTAL:</b>					<b>\$6,185.00</b>

**SIGNATURE:** \_\_\_\_\_

**PREPARED BY:** JAY ORTIZ  
**E-MAIL:** jortiz@vibrex.net  
**PAGE:** 1 OF 1

CONDITIONS: Terms: 30 days Net to firms of approved credit. These prices are based on one shipment at one time to one destination. They are intended for acceptance within 30 days and are thereafter subject to change without notice. Sales and/or Use Taxes additional where applicable. It is understood that under no circumstances will the seller be liable for consequential, special or contingent damages. All quotations and sales are made without liability on our part for delays arising from strikes, accidents and/or other causes beyond our control. We estimate all promises of shipment as near as possible, and endeavor in every case to ship within the time promised, but cannot guarantee to do so. Permission must first be obtained from us before any goods can be returned for credit. A charge will be made to cover cost of handling. Orders for special items are accepted with the understanding that they are not subject to cancellation after work has been started, except upon terms that protect us from loss. Where specifications are cited, we endeavor to note all exceptions thereto, but cannot accept responsibility for failure to do so. INTEREST at 1% per month added to PAST DUE ACCOUNTS.

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 27

Reference Doc.: Bulletin#4.1

RFI #: \_\_\_\_\_

Field Memo# \_\_\_\_\_

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date : 4/2/2014

Provide Wood Door 2A & 2B at Literacy Classroom.									
Breakdown	Direct Labor			Direct Materials			Direct Equipment		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	Hours	Rate	Cost
Carpenter	6.00	\$48.43	\$290.58						
Painter	4.00	\$40.45	\$161.80						
Cased Wood Door Frame / Paint						\$200.00			
<b>Subtotal:</b>			\$452.38			\$200.00			\$0.00
<b>Overhead &amp; Profit (%)</b>			<b>15%</b>			<b>15%</b>			<b>15%</b>
<b>Overhead &amp; Profit (\$)</b>			\$67.86			\$30.00			\$0.00
<b>Subtotal:</b>			<b>\$520.24</b>			<b>\$230.00</b>			<b>\$0.00</b>
<b>Total:</b>									<b>\$750.24</b>
<b>First Tier Subcontractor Cost:</b>	PRECISION DOOR								<b>\$1,893.12</b>
<b>GC's O &amp; P per First Tier Sub.</b>									<b>\$94.66</b>
<b>GC's Compansable Cost:</b>	\$512.51/Per Day								<b>\$0.00</b>
<b>Bond:</b>	(Including GC & First Tier Sub cost)								<b>\$27.38</b>
<b>GRAND TOTAL:</b>									<b>\$2,765</b>

Total time impact in calendar days of this Change Order Request:

0 days

PRECISION DOOR  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      4/2/2014  
G.C - NAME/TITLE      DATE





# Precision Doors and Millwork

14720 Central Avenue  
Chino, CA 91710  
(909)548-2700 Fax (909)548-2701

## Change Order Proposal

Proposal Date: 19-Mar-14

### City of Commerce

5655 Jillson St.  
Commerce, CA 90040

Project Change Order Proposal # 4

Project # 5104

Proposal Date: 19-Mar-14	Contractor PO/Contract Date: 14-Nov-13
RevisionDate:	Contractor PO/Contract #:
Proposal Request Date: 14-Mar-14	Proposal Number: 004
Contractor Reference: E-mailed request by Won on 3-14-14.	Proposed By: Brian Manley
DateReturned:	Status: Pending

Subject: Added DR #'s 02A & 02B

Remarks: Precision Doors to supply Added Sliding By-pass Wood Doors with Track and Hardware per the attached per my conversation with Paul Banuelos with Swinerton Management on 3-19-14.

Excludes Door Frames (Druwall Cased Opening by others).

Action:

Item	Qty	Type	Description	Lead Time	Unit Price	Extended
1.	1	Material	(2) sets of Sliding Wood By-pass Doors (2-36" leaves), with Track and Hardware per the attached		\$1,381.10	\$1,381.10
2.	1	Labor	Labor to Install (2) sets of Sliding Wood By-pass Doors with Track & Hardware		\$262.02	\$262.02

Subtotal: \$1,643.12

Tax 9.00%Included (Where applicable)

Shipping and Handling \$250.00

**Change Order Proposal Total: \$1,893.12**

**Ordering, fabrication or delivery of materials on this change order proposal will not proceed until Precision Doors receives written approval with PO/Authorization documentation.**

### Acceptance of Proposal

The above changes, additions, deletions, lead times, and conditions are agreed to and hereby accepted. Precision Doors Millwork is authorized to do the work as noted above. Payment terms are net 30 days or according to the original terms of the purchase order or contract.

MTM Construction  
16035 Phoenix De.  
City of Industry, CA 91745  
Phone:(626)934-1112 Fax:(626)934-1113

Approved By: Won Choi, Project Manager

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PO Number \_\_\_\_\_

## Hardware Schedule - ADDED DOOR ASSEMBLIES - 3/19/14

### (Openings on Hardware Group 'BY-PASS')

Heading #1 (Group: BY-PASS)

Item #1	1 Pair of doors 02A, LITERACY CLASSROOM 2 TO CLOSET	BYPASS
Item #2	1 Pair of doors 02B, LITERACY CLASSROOM 2 TO CLOSET	BYPASS

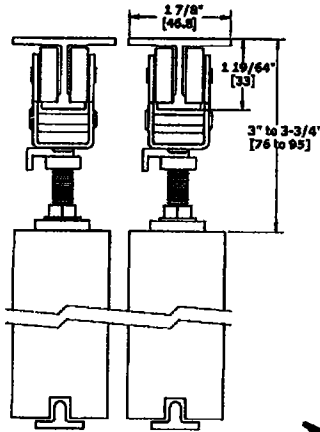
36", 36" x 84" x 1 3/4" - WD DR x NONE FR - NR

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2	Track / Hanger	Hager 9110 72"	
4	Door Pull	Trimco 242 613	613

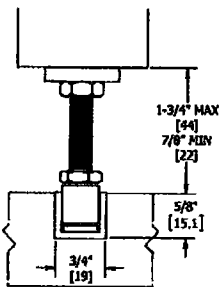


**SLIDING DOOR**



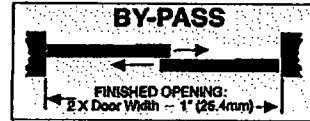
Interchanges with Grant 1210/1230 Series

Optional Bottom Track  
9121 - 9122



Installation note: Clearance between door bottom and top of 9122 track must be 7/8" (22 mm) minimum to 1-3/4" (44 mm) maximum.

**9110 Series and 9130 Series Heavy Duty Aluminum I-Beam Track and Hardware**  
Conforms to ANSI A156.14/Type: D8731



- For doors 1" - 1-3/4" (25 mm - 45 mm) thick
- 9110 Series for doors weighing up to 175 lbs (79.5 kg) per door
- 9130 Series for doors weighing up to 275 lbs (124.7 kg) per door
- Track is extruded aluminum jump-proof style with "I" shaped rails
- Hangers have 1" (25 mm) diameter wheels with steel ball bearings
- Order two sets per opening per by pass

Part Number	Description
<b>9110 Series Set</b>	
Includes one (1) 9101 track and one (1) 9109 parts bag	
For doors up to 175 lbs (79.5 kg) per door	
9110-60	5' (1524 mm) By-Pass Set - For one 2'6" (762 mm) door
9110-72	6' (1839 mm) By-Pass Set - For one 3'0" (914 mm) door
9110-84	7' (2134 mm) By-Pass Set - For one 3'6" (1067 mm) door
9110-96	8' (2438 mm) By-Pass Set - For one 4'0" (1219 mm) door
9110-120	10' (3048 mm) By-Pass Set - For one 5'0" (1529 mm) door
9110-144	12' (3658 mm) By-Pass Set - For one 6'0" (1829 mm) door
<b>9130 Series Set</b>	
Includes one (1) 9101 track and one (1) 9129 parts bag	
For doors up to 275 lbs (125 kg)	
9130-60	5' (1524 mm) By-Pass Set - For one 2'6" (762 mm) door
9130-72	6' (1839 mm) By-Pass Set - For one 3'0" (914 mm) door
9130-84	7' (2134 mm) By-Pass Set - For one 3'6" (1067 mm) door
9130-96	8' (2438 mm) By-Pass Set - For one 4'0" (1219 mm) door
9130-120	10' (3048 mm) By-Pass Set - For one 5'0" (1529 mm) door
9130-132	11' (3353 mm) By-Pass Set - For one 5'6" (1676 mm) door
9130-144	12' (3658 mm) By-Pass Set - For one 6'0" (1829 mm) door

**TRACKS** - Two sets required for by-pass opening - 0.125" (3 mm) thick aluminum

Part Number	Description
<b>Tracks for use with 9110 Series and 9130 Series</b>	
9101-72	72" (1829 mm) Aluminum I-Beam Track
9101-84	84" (2134 mm) Aluminum I-Beam Track
9101-96	96" (2438 mm) Aluminum I-Beam Track
9101-120	120" (3048 mm) Aluminum I-Beam Track
9101-144	144" (3658 mm) Aluminum I-Beam Track
9101-192	192" (4877 mm) Aluminum I-Beam Track

BY-PASS



# FOCAL



TRIMCO#	1102S	1102T
OA	7-1/2"	7-1/2"
P	2-3/16"	2-3/16"
CL	1-1/2"	1-1/2"
CTC	5-1/2"	5-1/2"
BHMA	J401	J401
Pull - Cast	Surface Mount	Thru-bolt Mount
ADA		Br, Bz, Pl, Al

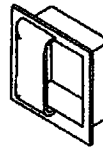
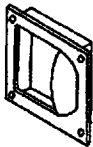


TRIMCO#	1109-1
OA	6-3/16"
P	1-7/8"
CL	1-1/2"
CTC	5-1/2"
BHMA	J401
Pull - Cast	Br, Bz, Al, Pl
ADA	



TRIMCO#	1111A/1111B
OA	5" x 5"
DP	1-1/8"
BHMA	J403
	Br, Bz, SS

**Flush Pull - Anti-Vandal**  
Mounting Lugs on back of Cup.  
Specify 1111B for mounting on face.  
For high-traffic, exposed, rough-service areas. Specially engineered as exit trim on school doors with interior, panic hardware. Easy exterior access during the day; vandal resistant at night.  
ADA Patent pending



TRIMCO#	1111C
OA	6" x 6"
DP	1-1/2"
BHMA	J403
	Br, Bz, SS

**Flush Pull - Anti-Vandal**  
Meets California Access Requirements. ADA  
See 1111C brochure for more information.



TRIMCO #	242
D	2-1/2"
DP	3/8"
	Br, Bz, Pl

**Standard Flush Pull**  
For sliding doors.  
Stamped.



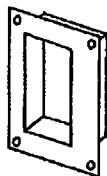
TRIMCO#	1113
OA	1-1/4" x 3"
DP	13/32"
	Br, Bz, Pl

**Flush Pull - Cast**  
For Sliding doors only.



TRIMCO#	248
OA	1-1/2" x 4"
DP	7/16"
	Br, Bz, Pl

**Standard Flush Pull**  
For sliding doors.  
Stamped.



TRIMCO#	1115
OA	3-1/2" x 4-3/4"
DP	13/16"
BHMA	J403
	Br, Bz, SS

**Flush Pull**  
Specify 1115B for pair of 1115 prepped for BTB mounting.



TRIMCO#	1117-1
OA	6-1/8"
P	1-7/8"
CTC	5"
CL	1-1/2"
BHMA	J401
Pull - Cast	Br, Bz, Pl
ADA	

24 HOUR FAX: 800-637-8746

CL = clearance, CTC = center-to-center, D = diameter, DP = depth, OA = overall size, P = projection

D-7



City of Commerce Central Library Renovation  
Commerce, CA  
Job No. #5104

Submittal Date: 1-27-14

**COMMERCE-CENTRAL LIBRARY RENOVATION C.O.P.**

**SPECS:**

**CONTRACT #:** CC#1301

Change Order Request # ; 29

Reference Doc.: \_\_\_\_\_

RFI #: \_\_\_\_\_

Field Memo# 20

Proceed Order #: \_\_\_\_\_

**Full Description of Change in Scope:**

Date : 4/8/2014

Provide Metal Book Shelving per Field Memo#20

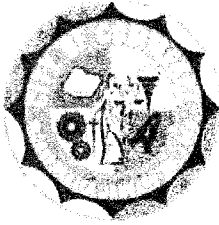
Breakdown	Direct Labor			Direct Materials			Direct Equipment		
	Hours	Rate	Cost	Quantity	Unit Price	Cost	Hours	Rate	Cost
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Overhead &amp; Profit (%)</b>			15%			15%			15%
<b>Overhead &amp; Profit (\$)</b>			\$0.00			\$0.00			\$0.00
<b>Subtotal:</b>			\$0.00			\$0.00			\$0.00
<b>Total:</b>									<b>\$0.00</b>
<b>First Tier Subcontractor Cost:</b>	INTERRA (See Attached)								<b>\$105,744.86</b>
<b>GC's O &amp; P per First Tier Sub.</b>									<b>\$5,287.24</b>
<b>GC's Compansable Cost:</b>									<b>\$0.00</b>
<b>Bond:</b>	(Including GC & First Tier Sub cost)								<b>\$1,110.32</b>
<b>GRAND TOTAL:</b>									<b>\$112,142</b>

Total time impact in calendar days of this Change Order Request:

0 days

INTERRA  
SUB. CON - NAME/TITLE      DATE

WON CHOI / PM      4/8/2014  
G.C - NAME/TITLE      DATE



City of Commerce  
 Community Development Department  
 2535 Commerce Way  
 Commerce, CA 90040

**Field Memo #020**

**Project:** Central Library Renovation Project

**Contract No:** 1301

**Issued to:** MTM Construction, Inc. (Contractor)

**Attention:** Won Choi

**Subject:** Library Shelving Revisions

**Reference:** COP 1911-05

This is a **Notice to Proceed** to provide the Library Shelving Revisions requested by Library Staff. The scope of work identified in Interra's COP #1911-05 pricing is acceptable to library staff. Please proceed with revised shop drawings and resubmittal.

Please provide costs within the seven calendar days.

File: PCO # TBD,

	Information Only		No Cost To The City
	Begin Work Immediately	X	Submit A Price
X	Proceed With Work On		Time and Material
	Paid On Bid Item (s)	0	Time Extension
	Agreed Price: \$	0	Calendar Days

SEE ATTACHED  
COP 1911-05

If there are any exceptions to this Field Memo, a written response shall be provided within five (5) business days. Should you have any questions, please contact Paul Banuelos with Swinerton Management & Consulting at 213-814-8635.

**Requested By:** Beatriz Sarmiento

**Issued By:** Paul Banuelos

*Paul Banuelos*

**Reviewed By Owner:** For Wendell Johnson

**Issued On:** 4/07/14

**Attachments:** COP 1911-05

**Cc:** , Jorge Rifa, Wendell Johnson, Martha Gomez, Beatriz Sarmiento, Vilko Domic, Larry Garcia

*BB*  
 BRANDON RUBIO  
 INTERRA  
 08 APR. 14

# COP 1911-05

**interrafurnishings**  
 1550 S Coast Hwy #202  
 Laguna Beach CA 92651  
 P 949.497.0277 • F 949.497.0278  
 CA Contractor's Lic: 761346

**Date:** 27.Mar.2014

**Contract:** CC-CLR-13  
**Reference:** Shelving Additions /  
 Modifications

**To:** MTM Construction  
 16035 Phoenix Drive  
 City of Industry, CA 91745

**Delivery:** Commerce Central Library  
 5655 Jillson Street  
 Commerce, CA 90040

**Product**

QTY	Description	Unit Cost	Amount
1	Shelving modifications Including but not limited to: New shelving Units: Type D - 2 @ 36"W, 1 @ 24"W Type H - 7 @ 36"W Type L - 2 @ 36"W, 1 @ 24"W Modifications: Replacing integral back base sheives with multipurpose base shelves. Total 245 Replacing multipurpose shelf with pull-out browsing box. Total 178 Install steel canopy tops on 42 single face units.	\$ 27,996.25	\$ 27,996.25
1	Veneer end panels with solid wood edge, plastic laminate finished canopy tops on all 48" tall shelving units. Total of 15 veneer end panels with aluminum slat wall inserts (8 slots per panel). End Panel Options: Replace veneer / solid wood edge end panel with plastic laminate end panel with solid wood edge: Deduct \$6,261.00 Replace veneer / solid wood edge end panel with plastic laminate end panel with plastic laminate edges: Deduct \$10,688.00	\$ 49,574.37	\$ 49,574.37
60	20" x 11" 2-pocket window plaque. Unit to accept (1) 4" x 11" insert & (1) 8-1/2" x 11" insert with a 6-1/2" header area. Header to have (2) cut-out characters applied and a second surface copy and background color	\$ 143.76	\$ 8,625.60

**Labor**

QTY	Description	Unit Cost	Amount
58	Additional labor	\$ 95.00	\$ 5,510.00

<b>Terms: Per Contract</b>	<b>Remaining due upon delivery.</b>	<b>Product</b>	\$ 86,196.22
<b>Important Note: Terms displayed is the minimum due for this order to enter production or for services to be scheduled. Orders will not be confirmed until minimum payment is received. Sales and services are subject to Interra's terms and conditions found at <a href="http://www.interrafurnishings.com/terms.html">www.interrafurnishings.com/terms.html</a></b>		<b>Labor</b>	\$ 5,510.00
		<b>Shipping</b>	\$ 5,850.00
		<b>Tax</b>	\$ 8,188.64
		<b>TOTAL</b>	\$ 105,744.86

Product and or services reflected in this document will not be rendered, ordered, or put into production without an authorization signature. Proposal amounts may be invoiced prior to production or rendering of services. Authorization constitutes agreement to terms and conditions of this proposal but does not supersede contract terms if amending original contract amount.	Signature
	Print Name
	Date

*BR*  
 BRANDON RUBIO  
 INTERRA  
 08.APR.14

THIS SECTION  
 IS FOR MTM  
 TO SIGN AS  
 APPROVAL



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council Item No. 15

**FROM:** City Administrator

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND ENGINEERING SERVICES WITH RBF CONSULTING FOR THE WASHINGTON BOULEVARD WIDENING AND RECONSTRUCTION PROJECT

**MEETING DATE:** April 15, 2014

---

### **RECOMMENDATION:**

Approve the Resolution approving the Fifth Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting (RBF) for the Washington Boulevard Widening and Reconstruction Project (Project) to complete revisions to traffic control, traffic signal and landscape plans on the project and to provide professional survey support, Rights-of-Way mapping and additional environmental and geotechnical investigations including Aerially Deposited Lead.

### **BACKGROUND:**

On July 29, 2005, as part of a special appropriation from Congresswoman Lucille Roybal-Allard, the City of Commerce received \$2,400,000 for the Washington Boulevard Widening and Reconstruction Project (the "Project") under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The project boundaries are Washington Boulevard from westerly City limits (with Vernon) to the I-5 Freeway.

On January 25, 2007, the City of Commerce submitted an application with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for their 2007 Call for Projects. The application requested \$17.8 million of the estimated \$32,000,000 required to perform all the improvements associated with widening and reconstructing Washington Boulevard.

On September 27, 2007, the LACMTA Board of Directors approved a one-time grant funds in the amount of \$13,362,000 for Washington Boulevard.

On February 19, 2008, the City Council approved the execution of the Memorandum of Understanding (MOU) between the City of Commerce and the LACMTA for the Project.



On July 1, 2008, the City Council approved the execution of the Trade Corridors Improvement Fund (TCIF) Project Baseline Agreement between the City of Commerce and the California Department of Transportation, which secured \$5.8 million from the State of California to complete this project.

On May 4, 2010, the City Council approved the Environmental Impact Report (EIR) for the Project.

On October 18, 2011, the City Council approved the execution of the Program Supplement Agreement No. N011 to the Administering Agency-State Agreement between the City of Commerce and the State of California Department of Transportation (or Caltrans) for the Project.

On January 3, 2012, the City Council received a report and update on the Project. As stated in the report, on November 23, 2011, staff submitted a Pre-Award Letter to Caltrans for review and approval, as required prior to award of any professional services agreement over \$1,000,000.

On May 3, 2012, the City received a letter dated April 30, 2012, from Caltrans waiving the pre-award audit at this time and authorizing the City to proceed with a professional services agreement for engineering and design services for the Project. The Caltrans letter provided that the total amount under the proposed agreement shall not exceed \$1,442,679 and that if the City and the consultant agree to increase or modify the terms of the agreement, a properly executed amendment would be required.

On June 19, 2012, the City Council awarded a Professional Services Agreement to RBF Consulting (RBF) for design and engineering services for the Project, in the amount of \$1,442,679.

On December 4, 2012, the City Council approved the First Amendment to the Services Agreement with RBF Consulting for the Project.

On March 26, 2013, the City Council received a presentation on the proposed improvements for Washington Boulevard.

On April 2, 2013, the City Council approved the Second Amendment to the Services Agreement with RBF Consulting for the Project.

On July 16, 2013, the City Council approved the Third Amendment to the Services Agreement with RBF Consulting for the Project.

On September 3, 2013, the City Council approved the Fourth Amendment to the Services Agreement with RBF Consulting for the Project.

#### **ANALYSIS:**

The Project will widen and reconstruct Washington Boulevard from the I-5 Freeway (on the east) to 350 feet west of Indiana Street (Commerce City Limit). The Project will add an additional lane in each direction, reconstruct the roadway in concrete, increase turning radius, install landscape medians, improve the railroad crossing (west of Commerce Way),

upgrade traffic signals/street lighting, improve storm drain systems, install new curb & gutters, repair damaged sidewalks, install ADA-compliant ramps at intersections, and install new trees and directional signage.

Much of the additional services are a result of requests by other agencies (Caltrans, BNSF) for additional information and testing. The additional work includes the following tasks:

1. Survey Support, Right-of-Way Mapping and Legal Descriptions: This includes Cal-Water Legal Description, private property owner meeting, exhibits and coordination, and BNSF Legal Description (Right-of Entry).
2. Environmental and Geotechnical Investigations: This includes Aerial Deposited Lead investigations and oversight and Leaded Yellow Paint Memorandum and investigations.
3. Plans, Specifications and Estimates: This includes Roadway, Utility Disposition Plan revisions and analysis, Landscape Plan revisions, Stormwater Plan revisions, Traffic Electrical Analysis and plans and Specifications and Bid Documents.
4. Meetings, management and administration: This includes meetings from July 16, 2013 thru April 14, 2014.

The total amendment amount for these additional services is \$210,249.00. The Federal SAFETEA-LU grant funds will pay for 80% of the cost related to this amendment (or \$168,199.20). Staff recommends approval of the Fifth Amendment adjusting the contract amount from \$2,044,809.00 to \$2,225,058.00.

**ALTERNATIVES:**

1. Approves staff's Recommendation
2. Reject staff's Recommendation
3. Provide staff with further direction

**FISCAL IMPACT:**

This activity results in an additional \$42,049.80 to be drawn from the 20% Local (City Match) as shown in the table below.

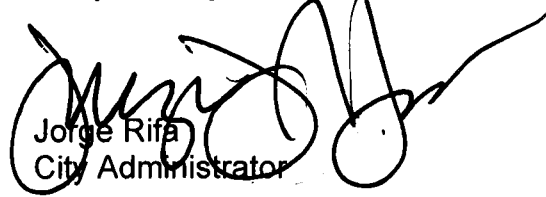
The proposed professional services agreement will be funded as follows:

	Original Agreement	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> & 4 <sup>th</sup> Amendments	5 <sup>th</sup> Amendment	New Totals
Federal Funds (SAFETEA-LU)	\$1,154,143.00	\$481,704.00	\$168,199.20	\$1,804,046.20
Local (City Match)	\$288,536.00	\$120,426.00	\$42,049.80	\$451,011.80
<b>TOTAL</b>	<b>\$1,442,679.00</b>	<b>\$602,130.00</b>	<b>\$210,249.00</b>	<b>\$2,225,058.00</b>

**RELATIONSHIP TO STRATEGIC GOALS:**

The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2012 Strategic Plan.

**Respectfully submitted,**



Jorge Rifa  
City Administrator

**Recommended by:**



Maryam Babaki  
Director of Public Works and Development Services

**Prepared by:**



Wendell Johnson  
Assistant Director of Public Works and Development Services

**Fiscal impact reviewed by:**



Vilko Domic  
Finance Director

**Approved as to form:**



Eduardo Olivo  
City Attorney

**ATTACHMENTS:**

1. Exhibit "B" (Additional Work Request/RBF Fee Table)
2. Resolution
3. Fifth Amendment

## EXHIBIT "B"

March 24, 2014

JN 10107909

Mr. Patrick Malloy  
**City of Commerce**  
2535 Commerce Way  
Commerce, CA 90040

**Subject: Professional Design and Engineering Services for Washington Boulevard Reconstruction Project (Revised 3/10/14 - Combined AWR – City PSA #5)**

Dear Mr. Malloy:

**RBF Consulting (RBF)** appreciates the opportunity to provide continued services to the City of Commerce (City). As a result of our recent discussions with you I have prepared this proposal to reflect the requests of the City for the Washington Boulevard Reconstruction Project. The original contract proposed fee for the project was \$2,172,270, including \$470,094 for Optional tasks. The fee negotiated as a result of the Caltrans audit procedures and finalized on September 27, 2011 (Council approval on June 19, 2012) was \$1,442,679 plus the Optional tasks for a difference of \$729,591. This Additional Work Request (AWR) will consolidate AWR's that were previously approved by Alex Hamilton and Jorge Rifa to allow continuance of services to obtain CTC funding. I have also included a request for additional services yet to be completed and required for the completion of the design documents for bid purposes. Additionally, services that will be required for bid and construction support will be needed for consideration at future council meetings.

Should you need additional information, please contact me directly at 949/855-3605 or [gmill@rbf.com](mailto:gmill@rbf.com).

Sincerely,



Gary Miller, PE  
Vice President, Public Works

## EXHIBIT "B"

# *Additional Work Request*

<b>To:</b>	City of Commerce <hr/> Patrick Malloy, Interim Director	<b>Project Name:</b>	Washington Boulevard Reconstruction
		<b>Project No.:</b>	132964 (10-107909)
		<b>Date:</b>	2 <sup>ND</sup> Revision March 24, 2014
<b>From:</b>	Gary Miller, Project Manager <hr/>	<b>Subject:</b>	City Professional Services Agreement (PSA) #5 - Additional Work Request

### **DESCRIPTION OF CHANGES:**

This request is for the purpose of consolidating the scope of work and fees from previously approved Additional Work Requests (AWR's) as well as including newly requested services into a Professional Services Agreement (PSA) #5 for Council approval. The services that were previously approved by the City allowed for continued support to obtain CTC funding. This consolidated amendment also includes additional services yet to be completed. The previously approved AWR's are summarized on the included "Amendment Contract Summary Status" - Table "A"

Additionally and as a result of Council meetings and discussions with the City, additional changes to the plans will be needed and are necessary through final design, bid and construction following the CTC approvals for project funding. It is anticipated that these additional services will be provided as a result of subsequent Council approvals to be scheduled for the April 15 and July 1, 2014 Council meetings.

### **SUMMARY OF SERVICES (CITY PSA #5)**

The services requested with this City PSA #5 include:

1. **Previously approved RBF AWR's**
  - a. ADL Investigations (Approved 9/13/13)
  - b. Redistribution (Approved 11/7/13)
    - i. Eliminated original contract Task for Bid Support
    - ii. Eliminated remaining Council approved CM/CI selection Task (Approved 9/3/13)
    - iii. Added tasks from eliminated Bid Support & CM/CI
  - c. Cal Water Legal (e-mail approval on 11/7/13)
  - d. Initial Site Assessment (ISA) – e-mail approved 1/2/14
2. **Newly Requested Services**
  - a. City Street Lighting Plans and Analysis
  - b. Additional Caltrans Revisions and processing
  - c. BNSF Right of Entry Exhibit
  - d. Meetings/ Management & Administration (Thru 4/14/14)
3. **Future Services**
  - a. Survey Support to John Yonai
  - b. Landscape Revisions (Up-lighting, sidewalk banding, scoring details)
  - c. Cross Walk removal analysis and report
  - d. Specification Revisions for Amendment #5 Plan Revisions
  - e. Quantity and Cost Estimates for amendment #5 Plan Revisions
  - f. Bank of the West Driveway Analysis and Plan Revisions
  - g. Cost Reduction Bid Items and Analysis
  - h. Reduced Cost and Utility Disposition Plan Revisions
  - i. Meetings and Management (4/14 thru 5/31)
  - j. Bid and Construction Support Services (Re-establishes task for Bid Support)

## **DETAILED SCOPE OF SERVICES**

### **TASK 01 SURVEY SUPPORT, ROW MAPPING AND LEGALS**

#### **1.01 Right of Way Legal Descriptions and Coordination**

##### **1.01.1 Cal-Water Legal Descriptions (Approved 11/7/13)**

As a result of a request by the City on November 7, 2013, RBF prepared legal descriptions and exhibits for use by the City and CalWater to identify a new easement for use by CalWater. This work is in addition to the originally approved contract scope of services and amendments for this project.

##### **1.01.2 Private Property Owner Meeting and Coordination**

At the request of the City and the City ROW consultant (John Yonai), RBF (Kurt Troxell) prepared exhibits and met with the private property owner (Mr. Jesus Ocequeda – 4600 E. Washington Boulevard) on 11/25/13 for the purpose of describing the property owned by Mr. Ocequeda. This work is in addition to the originally approved contract scope of services for this project.

##### **1.01.3 BNSF Right-of-Entry Exhibit**

At the request of John Yonai and Kathleen Jackson, RBF prepared a Right-of-Entry exhibit for the purpose of obtaining a legal document for processing with the BNSF to provide documentation to CT 7 in order to complete the necessary right-of-way certification required for permit purposes. The requested exhibit was prepared and provided to John and Kathleen on 2/26/14. BNSF provided a signed document on 3/5/14 to allow this encroachment.

### **TASK 02 ENVIRONMENTAL & GEOTECHNICAL INVESTIGATIONS**

#### **2.01 Aerially Deposited Lead Investigation (DYA) (Approved 9/13/13)**

**ADL Testing & Report** Services are being provided as described in the scope of work provided by DYA dated September 4, 2013. These services were a result of the requirements by Caltrans to identify potential Aerially Deposited Lead (ADL) within the state right of way.

The fee and schedule for DYA scope of services are based on the following assumptions:

- Access permit fees are paid by City.
- Caltrans EA number provided
- Caltrans encroachment permit obtained by DYA with RBF's assistance.
- All underground utilities are shown correctly on one set of plans. Note that sewer and storm drains are not included in the USA inventory.
- Hand augering and laboratory testing services will be provided by outside independent subconsultants/subcontractors.

- Borings performed in landscaped areas.
- No traffic control required.
- The site is accessible to truck-mounted field equipment during non-overtime hours.
- Prevailing wage rules apply to DYA's subcontractor's field work.
- Soil, groundwater, and IDW are not contaminated or hazardous.
- Borings will be backfilled with cuttings.
- A draft report is provided in electronic pdf format (to reduce paper usage).
- One original and an electronic copy of the final report will be provided.

RBF will 1) coordinate with DYA to identify locations for testing, 2) review recommendations and coordinate with City and Caltrans facilitate reviews to obtain approval from CT for the encroachment permit to construct Washington Boulevard within the CT project area.

#### **2.02 Yellow Paint w/ Lead Content Memorandum (Revised Services – Original ISA Services Approved 1/2/14)**

Caltrans District 7 requires that Yellow Paint w/ Lead Content be addressed in order to obtain the encroachment permit for the project. RBF will prepare a memorandum to address the Yellow Lead Based Paint for the proposed project and will include provisions within the specifications for the contractor to prepare and implement a Debris Containment Work Plan (DCWP) and a Lead Compliance Plan (LCP) to address the special handling and/or waste management when existing yellow traffic stripe/pavement markings are removed. Removals will follow the Caltrans standard provisions for the removal of the existing yellow stripes/ pavement marking.

### **TASK 03 PLANS, SPECIFICATIONS AND ESTIMATES**

#### **3.01 Roadway, Utility Disposition Plan Revisions and Analysis**

##### **3.01.1 Sight Distance Analysis (AASHTO requirements) (Reallocated Fees/Scope -Verbal on 11/7/13)**

As a result of discussions with the City, additional considerations to provide planting within the parkway areas, a line of sight analysis is necessary. The City desires to minimize impacts to proposed planting within the parkway area. Consultant will provide an analysis to determine impacts that may restrict planting within the sight distance restricted zones. Upon completion of the analysis and after reviewing the results with the City it is anticipated that additional signage and controls will be required to address the potential restricted sight distance for the project.

##### **3.01.2 Utility Conflict Resolution (New)**

As a result of discussions with SCE and the City and in order to reduce/ eliminate conflicts with the relocation of SCE facilities, Consultant will revise plans to:

1. Eastern Avenue (Southeasterly Corner) Realign and reduce the curb radius to eliminate the need to relocate the existing pole at this location.
2. Cobb Street (Southeasterly Corner) Relocate and revise the type of catch basin to eliminate conflict with the relocated power pole.

##### **3.01.3 CalTrans Plans: (Reallocated Fees/Scope -Verbal on 11/7/13)**

Consultant shall revise plans to provide for the work to be completed within the state right-of-way as a result of additional comments from Caltrans review as follows:

1. Revise Plans to accommodate recent comments from CT for ADA ramp access within CT jurisdiction to comply with new CT ADA requirements.
2. Prepare New Quantity Sheets (Traffic)

### **3.02 Landscape Plan Revisions**

As a result of a request by the City and subsequent Council meeting on November 19, 2013, Consultant provided services to present concepts and revise landscape plans to accommodate Council requested revisions.

#### **3.02.1 Additional Landscape Council Coordination, Concepts & Landscape Meeting (Council Presentation & Visuals) (Reallocated Fees/Scope -Verbal on 11/7/13)**

Per the request of the City, Consultant will revise previously prepared Landscape Concept plans to incorporate revisions discussed with the City and Council members. Consultant will also prepare visual simulations at 3 locations as follows:

1. Washington Blvd, b/w Fidelia Ave.
2. Washington Blvd, b/w Strong Ave.
3. Washington Blvd, b/w Arrowmill Ave.

Consultant will assist the City in the presentation of the concepts to City Council at the meeting anticipated for November 19, 2013. Meeting attendance with the City, Council members and at the City Council has been included in the task for Meeting Attendance.

### **3.03 Stormwater Plan Revisions (Approved by Pat Malloy)**

Additional information and plan revisions were required in order to obtain the required County of Los Angeles stormwater permit. This requirements to provide these additional requests were not previously anticipated in our original scope of services.

#### **3.03.1 Catch Basin Table (New)**

As a result of the recent review comments received from the County of Los Angeles information is to be provided to provide tabulated information for the latitudes and longitudes of the new catch basin locations for the purpose of identifying locations to be included within Exhibit "A" of the maintenance agreement between the City and the County of Los Angeles.

#### **3.03.2 Revised Lateral Deflection Details (New )**



As a result of discussions and the review comments received from the County of Los Angeles plan revisions were required to modify the alignment of the catch basin laterals in order to reduce the deflection angles between the existing laterals and new extended laterals. Additional exhibits and plan revisions were required to satisfy the County for the issuance of the permit.

### **3.04 Traffic Electrical Analysis and Plan Revisions (New)**

#### **3.04.1 City Owned Street Light System Design and Plan Revisions (New)**

##### **Street Lighting Analysis**

The proposed City's street lighting system will be a private system that will be owned and maintained by the City of Commerce requiring the proposed City's street lighting system to be metered with enclosures based on the location, voltage drop requirements, and service point of connections.

As part of our analysis, the RBF Team will provide the following services under this task:

- Split the previous SCE Street lighting system into sub-systems
- Perform voltage drop calculations
- Determine the number of street lighting conductors
- Determine the path of the new street lighting system with underground conduit/conductors

##### **Revised Street Lighting Plans**

Based on our street lighting analysis, the RBF Team will revise the Street Lighting Plans to include the proposed improvements required for a City owned system. The revised Street Lighting Plans will show the following improvements.

##### **Roadway Lighting Plans:**

- Proposed service metered enclosure locations and SCE service point of connections
- Proposed street lighting conductors
- Revise street conduit alignment and include additional conduit to service metered enclosure locations

##### **Roadway Lighting Details:**

- Provide Wiring Circuit Diagram for each sub-system
- Provide street lighting foundation detail
- Provide pole schedule detail
- Provide trenching detail
- Provide decorative details (e.g. scroll, mounting, marbelite pole, etc.)
- Provide details showing location of electrical outlets

Reference notes will be provided for the proposed lighting conduit to be bored and placed 24-inches under the sidewalks and 30-inches under the streets. Recommendation for trenching methods, open trench, jack and bore, directional drilling will be provided to the City.

The Street Lighting Plans will be prepared at 1"=40' scale and in accordance with standards set forth by the City of Commerce.

### **3.04.2 Additional Banner Poles Plans**

As part of the proposed improvements, new Banner Poles will be located on Washington Boulevard west of Commerce Way. The City has requested to include additional Banner Poles at two (2) different locations along the Washington Boulevard Corridor. The proposed locations are:

- Washington Boulevard near Atlantic Boulevard
- Washington Boulevard near Fidelia Avenue

The Banner Poles Plans will be prepared at 1"=20' scale and in accordance with standards set forth by the City of Commerce. A detail sheet will be included showing details for foundation, pole type, and specific details that will be required for the project.

### **3.05 SPECIFICATIONS AND BID DOCUMENTS**

#### **3.07.1 Reformatted City - Specifications & Bid Documents (Reallocated Fees/Scope -Verbal on 11/7/13)**

Due to the complexity of the project and to provide an appropriate level of information to the Contractor during the bid and construction of Washington Boulevard, Consultant will assist the City to prepare revised bid documents format in support of the subsequent advertising and bid process. The initial draft and outline documents will be prepared by RBF and submitted to the City for comments and legal review. Additional information as noted will be required from the City. An outline of the sections that are anticipated to be expanded on and re-formatted to accommodate this project include sections as follows:

- Instructions to Bidders (City/ RBF)
- Instructions to Bidding Forms (City/ RBF)
- Bidding Forms Contract Agreement Outline (Agreements to be provided by City)
- General Conditions (City/ RBF)
- Special Conditions (City/ RBF)
- Technical Specifications (Included in Original Contract)
- List of Drawings (RBF)
- Additional Contractual Exhibits
  - List of Subcontractors (By City)
  - Bond & Guaranty Forms (By City)
  - Permits (City/ RBF)
  - ROW & TCE Agreements
  - Reports (City/RBF)
  - Reference Documents (City/ RBF)

The original contract required Consultant to provide Technical provisions for the project with supplemental information to be provided to the City for inclusion into a City provided document. As a result of discussions with the City, it was requested that Consultant prepare documents for bidding in a format representative of the complexities of this type of project.

#### **3.07.2 Caltrans Specification Revisions to SSP's (New)**

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As a result of the recent comments from Caltrans, Consultant will review, update and incorporate Caltrans Revised Standard Specifications (RSS's) and Standard Special Provisions (SSP's) in order to obtain approvals for the encroachment permit for the project. This information will also be necessary to be incorporated into the specifications for the documents to be advertised by the City.

#### **TASK 04 MEETINGS, MANAGEMENT AND ADMINISTRATION**

##### **4.01 Additional Management, Scheduling, Communications, Budgetary Assistance and Alternative Cost Reduction/ Value Engineering (VE) Analysis Meetings (Thru 4/14/14)**

**Management And Administration (7/16/13 to 4/14/14) (Portion approved thru 12/02/13 with Reallocated Fees/Scope –Verbal on 11/7/13)**

As a result of the extended duration to complete the project along with the recent changes in staff at the City of Commerce, Consultant has been requested to provide additional assistance in to the City and its consultant team to:

- Provide the new City staff with additional files previously and prepared documents to provide an historical understanding and transfer of previously provided technical information of the project to the project team.
- Meet and coordinate with staff to address past discussions leading to the current plan level of completion and evaluate potential cost saving alternatives to the previously prepared plans and documents due to potential budgetary constraints
- Provide additional progress reports, scheduling and project administration activities in order to maintain current scheduled completion milestones through CTC approvals anticipated for May, 2014.

Additional management services will be necessary thru from the PSPA #5 council approval on April 1, 2014 for services thru the Council meeting anticipated for April 14, 2014 to provide for additional design services. Additional approvals for bidding and construction services are anticipated for the July 1, 2014 meeting.

##### **4.02 Meetings (See meeting Summary Table following)**

**Meetings (7/16/13 to 4/14/14) (Portion approved thru 12/02/13 with Reallocated Fees/Scope –Verbal on 11/7/13)**

Due to the extended schedule, additional requests to attend additional milestone, council and PDT meetings, technical and historical transfer of project history to new City staff, has resulted in exceeding the previously allocated meetings. Additional meetings have been required and are necessary as a result of the extended schedule, additional requests to attend additional milestone, council and PDT meetings, technical and historical transfer of project history to new City staff. These additional meetings have resulted in exceeding the previously allocated meetings. Additional approvals will be necessary to maintain schedules, address critical issues to be resolved and to facilitate communications among the project team. Meetings will be needed until the completion, acceptance and final approval of the project up to the date for advertising .

It is anticipated that additional meetings may be necessary to accommodate final plan approvals and revisions to the plans subsequent to CTC approvals and prior to bid and construction support services. For budgeting purposes it is anticipated that plans will be completed suitable for CTC approvals at the May, 2014 CTC meeting. It is anticipated that a total of thirty-six (36) additional meetings will be

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necessary and assumes that meetings will be attended by an average of two of consultant staff and or subconsultant team. Meetings have been provided from the PSA #5 Council approval on April 1, 2014 for services thru the Council meeting anticipated for April 14, 2014. Additional approvals for bidding and construction services are anticipated for the July 1, 2014 meeting. It is anticipated that the project will commence advertising by July 2014.

**Budgetary Assistance and Cost Reduction Analysis & Communications:**

As a result of the extended duration to complete the project along with the changes in staff at the City of Commerce, Consultant has been requested to provide additional assistance in to the City and its consultant. Services included with this request are:

- Continuation of meetings with staff to address past discussions leading to the current plan level of completion and evaluate potential cost saving alternatives to the previously prepared plans and documents due to potential budgetary constraints
- Provide additional progress reports, scheduling and project administration activities in order to maintain current scheduled completion milestones.

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WASHINGTON BOULEVARD MEETING SUMMARY UPDATED 1/20/14				
MEETING DATE	KICK OFF & PDT	COUNCIL/ CT 7/ UTILITY	OUTREACH	COMMENTS
<b>TOTAL MEETINGS APPROVED (ORIGINAL CONTRACT PLUS PSA AMENDMENT #3 ON 7/16/13)</b>	<b>21</b>	<b>21</b>	<b>6</b>	<b>Total meetings approved (48)</b>
<b>MEETINGS ATTENDED FROM 7/16/13</b>				
JULY 25, 2013	1			
AUGUST(7, 19, 21, 27)	3	1		
SEPTEMBER (10,17)	1	1		
OCTOBER (16, 30)	2			
NOVEMBER (13,19,25,28)	1	3		Attendance at Council meeting w/ Jeremy – LS presentation
DECEMBER (10,13,17, 19)	1	3		
JANUARY 2014 (08,13,14,21,22)	2	3		
FEBRUARY 2014 (5, 12, 20, 24)	3	2		
<b>TOTAL ATTENDED 7/16/13 to 2/24/14</b>	<b>14</b>	<b>13</b>		<b>27 Total Meetings Attended July 16, 2013 to February 24, 2014</b>
<b>TOTAL MEETINGS ATTENDED CONTRACT THRU 2/24/14</b>	<b>35</b>	<b>34</b>	<b>1</b>	<ul style="list-style-type: none"> <li>Total meetings attended 70</li> <li>Includes fund redistribution not approved by Council</li> <li>Includes meetings approved w Original Contract plus / AM#3 on 7/16/13</li> </ul>
<b>ADDITIONAL MEETINGS ANTICIPATED 2/25/14 THRU 4/14/14</b>				9 Additional meetings anticipated. Excludes Bid and Construction support meetings.
<b>TOTAL MEETINGS WITH THIS AMENDMENT THRU 4/14/14</b>	<b>49</b>			<b>TOTAL MEETINGS (ORIGINAL CONTRACT + THIS DESIGN) 83</b>
<b>ADDITIONAL MEETINGS REQUESTED W/ THIS AMENDMENT</b>	<b>19</b>	<b>17</b>	<b>0</b>	<b>36 ADDITIONAL MEETINGS REQUESTED THRU 4/14/14</b>

<b>“DRAFT”</b>				
<b>EXHIBIT “A”</b>				
<b>FEE SCHEDULE</b>				
<b>PROFESSIONAL SERVICES AGREEMENT (PSA) #5</b>				
<b>WASHINGTON BOULDEVARD</b>				
<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>AWR DATE</b> (Proposal Date) Reference Amendment Contract Summary Status Table		
			<b>PRIOR APPROVED FEES</b>	<b>ADDITIONAL Y REQUESTED FEES</b>
<b>1 SURVEY SUPPORT, MAPPING &amp; LEGALS</b>				
	Cal Water Legal Descriptions	11/7/13 (10/28/13)	\$3,238	
	Private Property Owner Coordination	This Amendment (PSA #5)		\$1,955
	BNSF Right-of Entry Exhibit	This Amendment (PSA #5)		\$1,700
<b>2 ENVIRONMENTAL &amp; GEOTECHNICAL</b>				
2.01	<b>Aerially Deposited Lead Investigation &amp; Oversight</b>	9/13/13	\$38,800	
2.02	<b>Phase I – Initial Site Assessment (ISA) – Leaded Yellow Paint (Reduced Scope from prior approval)</b>	1/2/14	\$2,031	0
<b>3 PLANS, SPECIFICATIONS &amp; ESTIMATES</b>				
3.01	<b>Roadway, Utility Disposition Plans</b>			
	Sight Distance Analysis	11/7/13 (10/28/13)	\$2,127 (*)	
	Utility Conflict Resolution	This Amendment (PSA #5)		\$3,192
	<del>Utility Disposition Plan Revisions</del>	<b>New</b>		<b>\$12,647</b>
	Caltrans Plan Revisions	11/7/13 & New		\$6,640
3.02	<b>Landscape Plan Revisions</b>			
	Additional Concepts/Council Presentation	11/7/13 (10/28/13)	\$5,210 (*)	
3.03	<b>Stormwater Revisions</b>			
	Catch Basin Table	This Amendment (PSA #5)	\$2,840	
	Revised Lateral Deflection Details	This Amendment (PSA #5)	\$5,346	
3.04	<b>Traffic Electrical Analysis &amp; Plan Revisions</b>			
	City Owned Street Lighting System Analysis & Plans	This Amendment (PSA #5)		\$59,456
	Banner Poles	This Amendment (PSA #5)		\$14,952

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<b>“DRAFT”</b>				
<b>EXHIBIT “A”</b>				
<b>FEE SCHEDULE</b>				
<b>PROFESSIONAL SERVICES AGREEMENT (PSA) #5</b>				
<b>WASHINGTON BOULDEVARD</b>				
<b>TASK #</b>	<b>TASK DESCRIPTION</b>	<b>AWR DATE</b> (Proposal Date) Reference Amendment Contract Summary Status Table		
			<b>PRIOR APPROVED FEES</b>	<b>ADDITIONAL Y REQUESTED FEES</b>
<b>3.06</b>	<b>Specifications &amp; Bid Documents</b>			
	City Bid Documents/Formatting	11/7/13 (10/28/13)	\$10,500 (*)	
	Caltrans Specifications Revisions to SSP's	<del>This Amendment (PSA #5)</del>		\$5,400
	Cost Reduction Bid Items	<del>This Amendment (PSA #5)</del>		\$5,216
<b>MEETINGS, MANAGEMENT &amp; ADMINISTRATION</b>				
<b>4.01</b>	<b>Management &amp; Administration</b>			
	Management & Admin. (7/16/13 to 5/31/14)	11/7/13 (10/28/13)& This Amendment	\$20,350 (*)	\$31,834
<b>4.02</b>	<b>Meetings (33 Meetings - Utilities, CT and PDT)</b>			
	Meetings (7/16/13 to 5/31/13)	11/7/13 (10/28/13)& This Amendment	\$15,300 (*)	\$34,068
	<b>SUB CONSULTANT OVERSIGHT</b>	<b>NEW</b>		<b>\$4,170</b>
<b>SUBTOTAL DESIGN (THIS REQUEST PSA#5 )</b>			<b>\$105,742</b>	<b>\$157,957</b>
<b>DEDUCTIVE TASKS</b>				
<b>BID SUPPORT (ORIGINAL PHASE IV CONTRACT TASK</b>				<b>(\$30,000)</b>
<b>REMAINING CM/CI SOLICITATION SERVICES</b>				<b>(\$23,450)</b>
<b>TOTAL DESIGN (THIS REQUEST PSA#5 )</b>				<b>\$210,249</b>

(\*) Denotes items included on prior invoices based on City informal agreement from reallocated budgets per 10/28/13 request.



EXHIBIT "B"

3/24/14

ESTIMATED HOURLY LOE PROPOSAL  
 CITY OF COMMERCE  
 WASHINGTON BOULEVARD RECONSTRUCTION  
 PROFESSIONAL SERVICES AGREEMENT (PSA)  
 AMENDMENT #5

JN 10-107909

2nd REVISION 3/24/14

TASK NO.	DESCRIPTION	NO. OF		SUB-		ESTIMATED		HOURS/ SHEET
		SHEETS	CONSULTANTS	CONSULTANTS		TOTAL	Fee	
<b>ESTIMATED AVERAGE HOURLY RATE</b>								
TASK NO.	DESCRIPTION			Hours	Fee	Hours	Fee	SHEET
<b>1</b>	<b>SURVEY SUPPORT, ROW MAPPING AND LEGALS</b>							
<b>PSA #6</b>	<b>PRIVATE PROPERTY FIELD SURVEY &amp; MARKING</b>	N/A						N/A
<b>1.01</b>	<b>RIGHTS-OF-WAY MAPPING, LEGALS &amp; COORDINATION</b>							
	0.01 Cal- Water Legal Descriptions	N/A				21	\$3,238	N/A
	0.02 Private Property Owner Meeting, Exhibits & Coordination	N/A				11	\$1,955	N/A
	0.03 BNSF Legal Description ( Right-of-Entry)	N/A				11	\$1,700	N/A
<b>2</b>	<b>ENVIRONMENTAL &amp; GEOTECHNICAL INVESTIGATIONS</b>							
	0.01 Aerially Deposited Lead Investigations & Oversight	N/A			\$35,900	16	\$38,800	N/A
	0.02 Leaded Yellow Paint Memorandum & Investigations	N/A				13	\$2,031	N/A
<b>3</b>	<b>PLANS, SPECIFICATIONS AND ESTIMATES</b>							
<b>3.01</b>	<b>ROADWAY, UTILITY DISPOSITON PLAN REVISIONS &amp; ANALYSIS</b>							
	0.01 Sight Distance Analysis	N/A				16	\$2,127	
	0.02 Utility Conflict Resolution Plan Revisions (Cobb Catch Basin, Eastern Curb Return)	2				24	\$3,192	16
	0.03 Caltrans Plan Revisions (Quantity Sheets, ADA Compliance)	2				44	\$6,640	22
<b>3.02</b>	<b>LANDSCAPE PLAN REVISIONS</b>							
	0.01 Additional Landscape Council Coordination & Concepts/ Visual Simulations	N/A			\$1,000	33	\$5,200	
<b>3.03</b>	<b>STORMWATER PLAN REVISIONS</b>							
	Catch Basin Table	1				18	\$2,840	18
	Revised Lateral Deflection Details	4				38	\$5,346	10
<b>3.04</b>	<b>TRAFFIC ELECTRICAL ANALYSIS &amp; PLANS</b>							
	0.01 City Owned Street Lighting & Banner Pole Analysis, Plans & Details							
	Lighting Analysis	N/A				108	\$15,808	
	Revised Street Lighting Plans & Details	26				334	\$43,648	13
	Banner Pole Plans & Details	3				114	\$14,952	38
<b>3.07</b>	<b>SPECIFICATIONS &amp; BID DOCUMENTS</b>							
	0.01 Reformatting City Bid Documents	N/A				66	\$10,500	N/A
<b>4</b>	<b>MEETINGS, MANAGEMENT &amp; ADMINISTRATION</b>							
<b>4.01</b>	<b>MANAGEMENT AND ADMINISTRATION &amp; PROGRESS REPORTS (7/16/13 - 4/14/14)</b>	N/A				262	\$52,184	N/A
<b>4.02</b>	<b>MEETINGS (July 16, 2013 Thru April 14, 2014)</b>	N/A						N/A
	0.01 Monthly PDT (19 MEETINGS-2 PERSONS AVG.)							
	PDT (19 Meetings)	N/A				148	\$27,464	N/A
	0.02 Focus & Milestone Review Meetings							
	Council, Utility & CT (17 Meetings)	N/A	34	\$4,800		128	\$21,904	N/A
<b>SUB TOTAL AMENDMENT # 5 PSA - DESIGN SERVICES</b>				34	\$41,700	1,405	\$259,529	
<b>SUB CONSULTANT OVERSIGHT</b>							\$4,170	
<b>TOTAL DESIGN &amp; OVERSIGHT</b>							\$263,699	
<b>PREVIOUSLY APPROVED DEDUCTIVE TASKS</b>								
<b>DEDUCT BIDSUPPORT (ORIGINAL CONTRACT TASK -PHASE IV SERVICES)</b>							(\$30,000)	
<b>DEDUCT REMAINING CM/CI SERVICES (PSA #4 -TASK ITEM #1)</b>							(\$23,450)	
<b>TOTAL FEES REQUESTED THIS AMENDMENT</b>							\$210,249	



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,  
CALIFORNIA, APPROVING THE FIFTH AMENDMENT TO THE PROFESSIONAL  
SERVICES AGREEMENT FOR DESIGN AND ENGINEERING SERVICES WITH RBF  
CONSULTING FOR THE WASHINGTON BOULEVARD WIDENING AND  
RECONSTRUCTION PROJECT**

WHEREAS, on June 19, 2012, the City Council awarded a Professional Services Agreement (Agreement) to RBF Consulting for design and engineering services for the Washington Boulevard Widening and Reconstruction Project; and

WHEREAS, on December 4, 2012, the City Council approved the First Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$108,640.00 and adding additional services; and

WHEREAS, on April 2, 2013, the City Council approved the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$68,300.00 and adding additional services; and

WHEREAS, on July 16, 2013, the City Council approved the Third Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$368,020.00 and adding additional services; and

WHEREAS, on September 3, 2013, the City Council approved the Fourth Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$57,170.00 and adding additional services; and

WHEREAS, the City of Commerce and RBF Consulting desire to amend the exiting Agreement to include additional services necessary to complete the project design increasing the contract amount by \$210,249.00.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE  
DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:**

Section 1. The Fifth Amendment to the Professional Services Agreement is hereby approved for an increase of \$210,249.00. The Mayor is hereby authorized to execute the Fifth Amendment for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this 15th day of April 2014.

\_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF COMMERCE AND RBF CONSULTING FOR DESIGN AND  
ENGINEERING SERVICES FOR THE WASHINGTON BOULEVARD WIDENING AND  
RECONSTRUCTION PROJECT

This Fifth Amendment is made and entered into as of the 15<sup>TH</sup> day of April, 2014, ("Effective Date") by and between the CITY OF COMMERCE, a Municipal Corporation (the "CITY") and RBF CONSULTING ("CONSULTANT").

WITNESSETH

This Fifth Amendment is made with reference to the following facts:

- A. On June 19, 2012, the CITY and CONSULTANT entered into a Services Agreement for Design and Engineering Services associated with the widening and reconstruction of Washington Boulevard (the "Agreement");
- B. On December 4, 2012, the City Council approved the First Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$108,640.00 and adding additional services; and
- C. On April 2, 2013, the City Council approved the Second Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$68,300.00 and adding additional services;
- D. On July 16, 2013, the City Council approved the Third Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$368,020 and adding additional services;
- E. On September 3, 2013, the City Council approved the Fourth Amendment to the Professional Services Agreement for Design and Engineering Services with RBF Consulting, increasing the contract amount by \$57,170 and adding additional services; and
- F. CITY and CONTRACTOR need to modify the Scope of Services and Compensation set forth in the Agreement in order to address certain changed conditions.

NOW, THEREFORE, in consideration of mutual promises, conditions and covenants herein contained, the parties hereto agree that the Agreement will be amended as follows:

1. Section 1: Scope of Services and Schedule of Performance

The Scope of Services that was set forth in Exhibit "A" and that was referenced in Section 1 of the Agreement is hereby expanded to include the Scope of Services set forth in the attached Exhibit "B" which is incorporated herein by reference.

2. Section 4: Compensation

The fees to be paid by the CITY for the additional services to be provided by CONSULTANT are also set forth in the attached Exhibit "B."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have each executed or caused to be executed, this Fifth Amendment on the dates set forth below.

CITY OF COMMERCE

RBF CONSULTING ("CONSULTANT")

By: \_\_\_\_\_  
Tina Baca Del Rio, Mayor

By: \_\_\_\_\_  
Gary Miller, P.E.  
Vice President  
Transportation / Public Works

Dated: \_\_\_\_\_

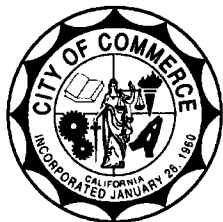
Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Eduardo Olivo  
City Attorney



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council **Item No.** 16

**FROM:** City Administrator

**SUBJECT:** Review of City's Property Insurance Program and Schedule

**MEETING DATE:** April 15, 2014

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### **RECOMMENDATION:**

Review the City's property insurance program and schedule, including the procurement of earthquake coverage, and provide the City Council with alternative coverage options.

### **ANALYSIS:**

For many years, the City of Commerce has participated in the California Joint Powers Insurance Authority (CJPIA) Property Insurance Program. This program provides all-risk coverage for real and personal property; and has optional coverage available for earthquake & flood, vehicle physical damage, and mechanical breakdown. The following is a summary of each of these programs and the results of the latest review staff engaged in as part of the annual renewal process.

#### All Risk Coverage for Real and Personal Property

The property insurance program includes all-risk coverage for real and personal property, such as buildings, office furniture and equipment, fine art, contractor's equipment, mobile and unlicensed equipment, all other vehicles, property of others while in your care, custody and control, personal property of others, and buildings under construction (builders risk/course of construction). The program requires a \$5,000 deductible and costs \$.019 per \$100 of insured values.

The cost of coverage for FY 2013/14 was \$23,856, based on a total value of real and personal property of \$122,967,506. A review of the existing schedule was recently conducted and resulted in the identification of duplicative coverage, outdated information, properties listed that are no longer owned by the City and/or former Redevelopment Agency owned properties that should all be gone by year end. As a result, staff was able to lower the total insurable value by approximately \$34,000,000, which should in turn save the City approximately \$7,000 in premium.

## Earthquake and Flood Coverage

Earthquake and Flood coverage are offered together as optional coverage choices as long as the property is listed on the All-Risk Property Schedule. Earthquake Coverage is approximately twenty times the cost of regular All Risk coverage (\$.397 per \$100 of insured values) and has a 5% deductible subject to a minimum of \$100,000. As an example, Rosewood Park has an estimated value of \$25,500,000, and as such, the deductible to meet before the insurance would pay anything is \$1,275,000. This past year, the City procured earthquake coverage for the following facilities:

LOCATION	REAL & PERSONAL PROPERTY	COST OF ALL RISK COVERAGE	COST OF EARTHQUAKE COVERAGE	5% DEDUCTIBLE
CITY HALL	\$16,794,392.00	\$3,190.93	\$66,673.74	\$839,720
BANDINI PARK	\$1,950,091.00	\$370.52	\$7,741.86	\$97,505
VETERANS PARK	\$9,878,309.00	\$1,876.88	\$39,216.89	\$493,915
RESERVOIR -7201 DOMINION CIRCLE	\$3,206,758.00	\$609.28	\$12,730.83	\$160,338
BRISTOW PARK	\$3,437,794.00	\$653.18	\$13,648.04	\$171,890
WATER WELLS	\$15,134,519.00	\$2,875.56	\$60,084.04	\$756,726
SENIOR CENTER	\$4,344,900.00	\$825.53	\$17,249.25	\$217,245
TRANSIT CENTER	\$9,942,879.00	\$1,889.15	\$39,473.23	\$497,144
ROSEWOOD PARK	\$25,200,000.00	\$4,788.00	\$100,044.00	\$1,260,000
<b>TOTAL</b>		<b>\$17,079.03</b>	<b>\$356,861.88</b>	

As you can see from the chart above, the City spent \$356,000 on earthquake coverage this fiscal year. Earthquake coverage remains relatively unaffordable, with high premiums and high deductibles. In fact, participation rates are low throughout California, and that trend remains true in the CJPIA as well. The CJPIA is made up of more than 120 different agencies, many of which do not purchase any earthquake coverage. Of those agencies that do, earthquake coverage is only procured on about 8% of all CJPIA facilities included in the entire All Risk program. It is not uncommon to "self Insure" for various risks, including possible earthquake damage.

Given the high cost of the earthquake coverage premiums coupled with high deductibles, staff is recommending the City Council consider reducing or eliminating earthquake coverage. Rather than insuring this risk, staff recommends the City Council consider looking at earthquake retrofitting where applicable and/or enhancing City reserves in case of major quake damage rather than procuring a product with very expensive premiums and high deductibles. Setting funds aside for seismic upgrades to facilities over the next several years and/or building up facility reserves are certainly an acceptable approach to managing the potential risk associated with major earthquake damage to City facilities.

Additionally, CJPIA recommends that each agency conduct property appraisals every five to ten years. The last property appraisal that was conducted for the City was done in 2000 (14 years ago). A new appraisal is needed to more accurately estimate the value of our

facilities and contents. Staff has included funds in the proposed 2014/15 for appraisal services.

### Vehicle Physical Damage

Automobile Physical Damage covers all licensed vehicles per the vehicle schedule on file with the CJPIA. The City has the choice to cover each vehicle using the actual cash value of the vehicle or the replacement cost for a new vehicle. The program requires a \$1,000 deductible and costs \$.0553 per \$100 of insured values.

The cost of the coverage for FY 2014/15 was \$46,221. A review of the claims filed for the past five years showed only three claims have been filed (all buses). Additionally, a review of the schedule uncovered several vehicles that were no longer in use. Working with the Director of Transportation, the allocation of coverage between actual cash value and replacement costs were adjusted to only provide replacement cost for high dollar vehicles such as buses. This reduced the total insurable value from \$8.7 million to \$7.5 million, thus reducing the upcoming premium by approximately \$7,000.

### Mechanical Breakdown

This program provides Physical Damage coverage for sudden and accidental breakdown of boilers & machinery. Typical examples are: boilers of all types, fired water heaters, air tanks, refrigeration vessels and piping. "Accidents" or losses to these items normally involve burning out, short circuiting, melting, cracking, explosion and breaking. The program also offers free inspections of machinery. The program requires a \$5,000 deductible and costs \$.005 per \$100 of value.

The cost of the coverage for FY 2013/14 was \$5,733.

### **ALTERNATIVES:**

1. Status quo (continue with earthquake coverage at same level).
2. Direct staff to reduce or eliminate earthquake coverage (this option frees up the monies expended on earthquake coverage to be used for other purposes).
3. Direct staff to reduce or eliminate earthquake coverage and use all or a portion of the cost of premiums towards future efforts to retrofit city facilities where applicable and/or apply funds to a specified reserve fund for facility construction.

Staff is recommending the City Council authorize staff to proceed with Alternative #3.

### **FISCAL IMPACT:**

The Fiscal Year 2014/15 proposed budget amounts do not reflect the savings discussed in this report by updating the schedules, nor any savings that might be achieved by reducing or eliminating the procurement of earthquake coverage.

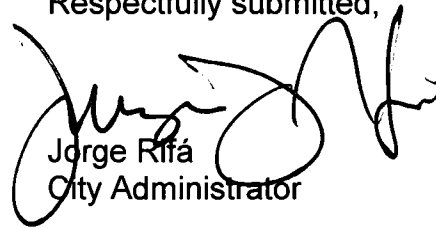
### **RELATIONSHIP TO STRATEGIC GOALS:**

This item is not related to a specific 2012 Strategic goal.


Recommended by:

  
Michael A. Casalou  
Human Resources Director

Respectfully submitted,

  
Jorge Rifá  
City Administrator

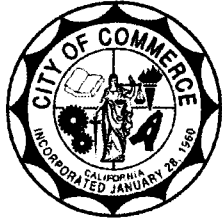
Reviewed by:

  
Vilko Domic  
Finance Director

Approved as to form:

  
Eduardo Olivo  
City Attorney





## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

**Item No.** 17

**FROM:** City Administrator

**SUBJECT:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA ADOPTING BY REFERENCE: TITLE 26, LOS ANGELES COUNTY BUILDING CODE (2014 EDITION); TITLE 27, LOS ANGELES COUNTY ELECTRICAL CODE (2014 EDITION); TITLE 28, LOS ANGELES COUNTY PLUMBING CODE (2014 EDITION); TITLE 29, LOS ANGELES COUNTY MECHANICAL CODE (2014 EDITION); NEW TITLE 30, 2014 LOS ANGELES COUNTY RESIDENTIAL CODE; NEW TITLE 31, 2014 LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE AND TITLE 32, LOS ANGELES COUNTY AND DISTRICT FIRE CODE (2014 EDITION); BY AMENDING SECTION 15.04.010 OF CHAPTER 15.04 ("BUILDING LAWS") AND SECTION 16.04.010 OF CHAPTER 16.04 ("FIRE PREVENTION CODE") OF THE COMMERCE MUNICIPAL CODE - SECOND READING

**MEETING DATE:** April 15, 2014

---

### **RECOMMENDATION:**

Move to read the Ordinance by title only, and move to approve and adopt the Ordinance and assign the number next in order.

### **BACKGROUND:**

The State of California mandates that local jurisdictions adopt and commence enforcement of the updated State Building and Fire Codes. They are updated to provide for the safety and welfare of all Californians through the application of the latest technology and advances in materials and methods of construction. While the codes are standardized, flexibility is built in to allow the codes to be adapted to local building conditions. Local jurisdictions may make modifications to building and fire codes to take into account changes with greater emphasis on local conditions (i.e. topography, climate, and building structures common to the area).

The 2013 California Building was adopted by the State of California on July 10, 2013 and became effective throughout the State on January 1, 2014. On March 25, 2014, the Los Angeles County District Fire Code was before the County Board of Supervisors for a public hearing and adoption. For several years the City of Commerce has adopted and enforced the same version of the California Building Codes that were adopted, amended, and enforced by the County of Los Angeles.

Staff is recommending adoption of the entire County Building and Fire Codes by reference (except for fees) as they are the most appropriate codes and standards for the protection of health, safety and welfare in the City. On April 1, 2014, the City Council conducted the required public hearing and approved the proposed Ordinance for first reading. The City is now being asked to consider the subject Ordinance for second reading and adoption.

**ANALYSIS:**

The California Health and Safety Code requires that the County adopt ordinances that impose the same building standards as contained in the State Code of California Building Standards Code. On January 2011, the City adopted the Los Angeles County Codes by reference in their entirety (excepting fees). The current City codes are the 2011 edition, and have been in effect since January 1, 2011. The 2013 California Codes are effective throughout the State on January 1, 2014 and have required technical reference standards and include the following:

2014 CODE LOS ANGELES COUNTY CODES
Title 26 Los Angeles County Building Code Volumes 1 & 2
Title 27 Los Angeles County Electrical Code
Title 28 Los Angeles County Plumbing Code
Title 29 Los Angeles County Mechanical Code
Title 30, Los Angeles County Residential Code
Title 31, Los Angeles County Green Building Standards Code
Title 32, Los Angeles County Fire Code (2014 County Fire Code)

The primary source for the County amendments to the Building Codes has been the Los Angeles County Basin Chapter of the International Code Council. The Chapter took the lead in reviewing the Building Code to determine which amendments were essential for the region based on its specific needs. Changes to the Fire Code include, but are not limited to, fire apparatus access requirements, approval requirements for traffic calming devices that affect fire apparatus access roads, and requirements for photovoltaic systems, roof gardens and landscaped roofs. A full summary of the changes to the Fire Code is attached to this report. These efforts and updated 2014 Building Codes, ensures conformity and consistency among all local jurisdictions that will help designers, developers, and the public at large. Changes to the Fire Code

At the public counter in Building and Safety, notice was given as to the effective date for the new codes. Inspection and plan check staff have received training in the new codes and have been answering questions from the public regarding application of the new standards. In addition, Building and Safety staff indicated that as it relates to the building, trade, and fire codes most design professionals and builders that work in the City are familiar with the new codes and have taken those changes into account for their project design.

**ALTERNATIVES:**

1. Approve and adopt the Ordinance and assign the number next in order.
2. Provide staff with further direction

**FISCAL IMPACT:**

This activity may be carried out without additional impact on the current operating budget.

**RELATIONSHIP TO STRATEGIC GOALS:**

This agenda report relates to the 2011 strategic planning goal: *"Protect and Enhance the Quality of Life in the City of Commerce"*.

**Recommended by:**



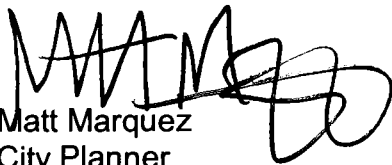
Maryam Babaki  
Director of Public Works &  
Development Services

**Respectfully submitted:**



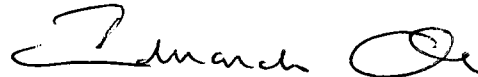
Jorge Rifa  
City Administrator

**Prepared by:**



Matt Marquez  
City Planner

**Approved as to form:**

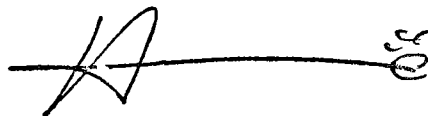


Eduardo Olivo  
City Attorney

**Attachments:**

1. Summary of Major Changes to Fire Code
2. Ordinance

**Reviewed by:**



Vilko Domic  
Finance Director

## **COUNTY/FIRE PROTECTION DISTRICT FIRE CODE SUMMARY OF MAJOR CHANGES**

### **Changes from 2011 Los Angeles County Fire Code to the 2014 Los Angeles County/District Fire Code include:**

- The proposed 2014 Los Angeles County Fire Code is based on the 2013 California Fire Code, additional adoption of sections and chapters of the 2012 International model Fire Code (IFC) that are not part of the CA Fire Code and numerous Fire Department authored amendment that have been brought forward from previous Fire Code editions along with several new amendments.
- The base 2012 IFC model code has chapters rearranged from the previous 2009 edition.
- Unlike last code cycle, the SFM did not adopt IFC fire apparatus access requirements of Section 503. This section must be adopted locally in order to be enforceable. The reasoning by the SFM is because of a State's Attorney General opinion that fire apparatus access roads are not a building standard, therefore, should not be part of the CA Title 24, Building Standards Code.
- Traffic calming devices that affect fire apparatus access roads now requires approval by the fire code official. This requirement was by local amendment last code cycle. This requirement is now based on adoption of IFC model code language. As per above reason, this requirement was not adopted by the State.
- Photovoltaic systems, roof gardens, and landscaped roofs access for fighter requirements are now based on new model code language which was adopted by the state. Los Angeles County Fire proposes minor amendments and the following firefighter safety amendment:

#### **605.11.2.1 Remote electrical disconnect.**

Photovoltaic circuits shall be equipped with a means for remote electrical disconnect located downstream from the photovoltaic array at the point where the photovoltaic circuit first enters the structure, or at another approved location. The manual control to operate the remote electrical disconnect shall be located within five feet of the building's main electrical panel. The remote electrical disconnect shall be listed and meet the requirements of the California Electrical Code.

#### **Exceptions:**

1. Photovoltaic circuits contained in rigid or electrical metallic tubing running between the array combiner box and the main electrical panel which are entirely exterior to the

building need not be equipped with a means of remote electrical disconnect other than the disconnects intrinsic to the system.

2. Photovoltaic circuits contained in rigid or electrical metallic tubing running between the array combiner box and the main electrical panel that run through the interior of the building when installed a minimum of 18" below the roof assembly when measured parallel to the surface of the roof.

- Deleted ban for open flame cooking devices on combustible balconies or within 10 feet of combustible construction at multi-residential buildings due to problematic enforcement of this requirement. If there is a fire hazard because of a cooking issue on a combustible balcony, it can be address with other section of the code rather than needing an all-out ban of such conditions. SFM does not adopt this section either.
- Added new amendment to prohibit high voltage transmission power line over the required fire apparatus access roads that face the building's exterior walls for new buildings. The restricted area is termed area of firefighting operations.
- Added prohibition to use or release floating luminaries due to ignition concerns to wildfire areas and structures. Allowed use only by fire code permit.
- Added Department policy of fire flow water supply requirements directly into the fire code:

**507.2 Type of water supply.** A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Where facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction and are located within a water utility service area and pressure zone, fire flow water supply shall be provided directly from a water utility's water system. The use of private water storage system for fire flow water supply purposes shall be approved by the fire code official.

- Revised SFM authored Appendix K "Temporary Amusement Haunted Houses" to better meet the needs of the Fire Protection District by accommodating lesser hazardous temporary haunted house themed events.
- Rewrote Appendix M Fire Hazard Severity Zones.
- Made other administrative and editorial changes; many sections of the existing code were renumbered and/or deleted and re-added to correspond to the International Fire Code/State Fire Code section numbering scheme.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA ADOPTING BY REFERENCE: TITLE 26, LOS ANGELES COUNTY BUILDING CODE (2014 EDITION); TITLE 27, LOS ANGELES COUNTY ELECTRICAL CODE (2014 EDITION); TITLE 28, LOS ANGELES COUNTY PLUMBING CODE (2014 EDITION); TITLE 29, LOS ANGELES COUNTY MECHANICAL CODE (2014 EDITION); NEW TITLE 30, 2014 LOS ANGELES COUNTY RESIDENTIAL CODE; NEW TITLE 31, 2014 LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE AND TITLE 32, LOS ANGELES COUNTY AND DISTRICT FIRE CODE (2014 EDITION); BY AMENDING SECTION 15.04.010 OF CHAPTER 15.04 (“BUILDING LAWS”) AND SECTION 16.04.010 OF CHAPTER 16.04 (“FIRE PREVENTION CODE”) OF THE COMMERCE MUNICIPAL CODE**

WHEREAS, the State of California has adopted and published the 2014 California Building Code, California Electrical Code, California Plumbing Code, California Mechanical Code, California Residential Code, California Green Building Code, and California Fire Code; and

WHEREAS, the Government Code requires that the County adopt the latest State building and fire codes; and

WHEREAS, the State of California requires that the County adopt ordinances that impose the same building standards as are contained in the 2014 California Building Standards Code, with the exception that the County may make amendments to these building and fire standards that are more restrictive and that are reasonably necessary because of climatic, geological, and/or topographical conditions; and

WHEREAS, on November 26, 2013, the Los Angeles County Board of Supervisors adopted the 2014 Los Angeles County Codes including Title 26 Building Code, Title 27 Electrical Code, Title 28 Plumbing Code, Title 29 Mechanical Code, new Title 30 Residential Code, new Title 31, Green Building Standards Code, and March 25, 2014 the Los Angeles County Board of Supervisors adopted the Title 32, 2011 Los Angeles County Fire Code; and

WHEREAS, the City of Commerce contracts with Los Angeles County for its Building and Fire Code plan check review, inspection, and enforcement services; and

WHEREAS, staff has reviewed the 2014 Los Angeles County Codes including Title 26 Building Code, Title 27 Electrical Code, Title 28 Plumbing Code, and Title 29 Mechanical Code, new Title 30 Residential Code, new Title 31, Green Building Standards Code, and title 32 Fire Code, for applicability within the City of Commerce and has concluded adoption of the Los Angeles County Codes by reference in its entirety (except for fees) to be the most efficient and effective means to insure a high degree of fire, life-safety protection for all residents of the City of Commerce.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY ORDAIN AS FOLLOWS:**

Section 1. The current Title 15, Chapter 15.04, Section 15.04.010 is hereby amended as follows:

15.04.010 Adoption by Reference. There are adopted by reference, as the building, electrical, plumbing, mechanical laws, residential, and green building standards code, of the City of Commerce, the following:

Title 26, LOS ANGELES COUNTY BUILDING CODE (2014 Edition) Adopted.

Title 26 of the Los Angeles County Building Code (2014 Edition), as adopted by Los Angeles County Ordinance, becoming effective January 1, 2014, fully expresses the City Council's will and intention to enforce the provisions of Title 26 of the Los Angeles County Building Code (2014 Edition) within the City, except for Section 107 ("Fees"). The aforementioned is hereby adopted by reference as an amendment to Title 15 of the Buildings and Construction Code of the City.

Title 27, LOS ANGELES COUNTY ELECTRICAL CODE (2014 Edition) Adopted.

Title 27 of the 2014 Los Angeles County Electrical Code, as adopted by Los Angeles County Ordinance, becoming effective January 1, 2014, fully expresses the City Council's will and intention to enforce the provisions of Title 27 of the Los Angeles County Electrical Code (2014 Edition) within the City, except for Section 82-8 ("Fees"). The aforementioned is hereby adopted by reference as an amendment to Title 15 of the Buildings and Construction Code of the City.

Title 28, LOS ANGELES COUNTY PLUMBING CODE (2014 Edition) Adopted.

Title 28 of the Los Angeles County Plumbing Code (2014 Edition), as adopted by Los Angeles County Ordinance, becoming effective January 1, 2014, fully expresses the City Council's will and intention to enforce the provisions of Title 28 of the Los Angeles County Plumbing Code (2014 Edition) within the City, except for Section 103.10 ("Cost of Permit"). The aforementioned is hereby adopted by reference as an amendment to Title 15 of the Buildings and Construction Code of the City.

Title 29, LOS ANGELES COUNTY MECHANICAL CODE (2014 Edition) Adopted.

Title 29 of the Los Angeles County Mechanical Code (2014 Edition), as adopted by Los Angeles County Ordinance, becoming effective January 1, 2014, fully expresses the City Council's will and intention to enforce the provisions of Title 29 of the Los Angeles County Mechanical Code (2014 Edition) within the City, except for Section 114 ("Permit Fees"). The aforementioned is hereby adopted by reference as an amendment to Title 15 of the Buildings and Construction Code of the City.

New Title 30, LOS ANGELES COUNTY RESIDENTIAL CODE (2014 Edition) Adopted.

New Title 30 of the Los Angeles County Residential Code (2014 Edition), as adopted by Los Angeles County Ordinance, becoming effective

January 1, 2014, fully expresses the City Council's will and intention to enforce the provisions of Title 30 of the Los Angeles County Residential Code (2014 Edition) within the City, except for Section 107 ("Fees"). The aforementioned is hereby adopted by reference as an amendment to Title 15 of the Buildings and Construction Code of the City.

New Title 31, LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2014 Edition), Adopted. New Title 31 of the Los Angeles County Green Building Standards Code (2014 Edition), as adopted by Los Angeles County Ordinance, becoming effective January 1, 2014, fully expressed the City Council's will and intention to enforce the provisions of Title 31 of the Los Angeles County Green Building Standards Code (2014 Edition) within the City, except for Section 107 ("Fees"). The aforementioned is hereby adopted by reference as an amendment to Title 15 of the Buildings and Construction Code of the City.

Section 2. In the event that Title 26 of the Los Angeles County Building Code (2014 Edition), Title 27 of the Los Angeles County Electrical Code (2014 Edition), Title 28 of the Los Angeles County Plumbing Code (2014 Edition), Title 29 of the Los Angeles County Mechanical Code (2014 Edition), New Title 30 of the Los Angeles County Residential Code (2014 Edition), New Title 31 of the Los Angeles County Green Building Standards Code (2014 Edition), as adopted by reference herein, conflicts with any provision of the Commerce Municipal Code now or hereinafter enacted, the provision of the Municipal Code shall prevail over the conflicting County Code provision.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

Section 4. A copy of Title 26 of the Los Angeles County Building Code (2014 Edition), Title 27 of the Los Angeles County Electrical Code (2014 Edition), Title 28 of the Los Angeles County Plumbing Code (2014 Edition), Title 29 of the Los Angeles County Mechanical Code (2014 Edition), New Title 30 Los Angeles County Residential Code (2014 Edition), and New Title 31 Los Angeles County Green Building Standards Code (2014 Edition), as herein adopted by reference is on file in the office of the City Clerk.

Section 5. The current Title 16, Chapter 16.04, Section 16.04.010 is hereby amended as follows:

16.04.010 Adoption by Reference. There are adopted by reference, as the fire prevention laws of the City of Commerce, the following:



Title 32, LOS ANGELES COUNTY FIRE CODE (2014 Edition) Adopted. The Los Angeles County Fire Code (2014 Edition) is adopted in its entirety by reference, as the fire prevention code of the City of Commerce and fully expresses the City Council's will and intention to enforce the provisions of Title 32 of the Los Angeles County Fire Code (2014 Edition) within the City.

Section 6. In the event that Title 32 of the Los Angeles County Fire Code (2014 Edition) as adopted by reference herein, conflicts with any provision of the Commerce Municipal Code now or hereinafter enacted, the provision of the Municipal Code shall prevail over the conflicting County Code provision.

Section 7. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

Section 8. A copy of the Title 32 Los Angeles County Fire Code as herein adopted by reference shall be on file in the office of the City Clerk.

Section 9. The City Clerk shall certify to the passage of this ordinance and cause same to be posted as required.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Tina Baca del Rio  
Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk



## CITY OF COMMERCE AGENDA REPORT

**TO:** Honorable City Council

Item No. 18

**FROM:** City Administrator

**SUBJECT:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTIONS 5.48.230 ("POINHOLDERS- APPLICATIONS FOR SALE OR TRNSFER OF POINTS"), 5.48.240 ("POINTHOLDERS-APPLICATION-INVESTIGATION"); 5.48.250 ("POINTHOLDERS-APPLICATION-GRANTING OR DENIAL"), 5.48.290 ("APPLICATION OF PROVISIONS TO CONTINUEING POINTHOLDERS") AND 5.48.290 ("POINTHOLDERS-DIVESTMENT") AND ADDING SECTION 5.48.270 (POINTHOLDERS-DIVESTMENT") TO CHAPTER 5.48 ("CARD CLUBS") OF TITLE 5 ("BUSINESS REGULATIONS AND LICENSING") OF THE COMMERCE MUNICIPAL CODE – SECOND READING

**MEETING DATE:** April 15, 2014

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### RECOMMENDATION:

- 1) Move to read the Ordinance by title only.
- 2) Move to approve and adopt the Ordinance and assign the number next in order.

### ROLL CALL VOTE

### ANALYSIS:

The Commerce Casino contacted the City Administrator late last year and advised that, due to the passage of the California Gambling Control Act, they believed that it was no longer necessary for the City to license Casino point holders, as provided for in Section 5.48.230 *et. seq.* of the Commerce Municipal Code (CMC). Many of the Casino's shareholders have transferred their shares into a trust for estate planning purposes, thus technically creating new point holders. All of these new point holders are licensed by the California Gambling Control Commission (CGCC). Pursuant to the CMC, these new point holders would also be required to proceed with a full investigation and be licensed by the City Council. The Casino believes that this licensing function is now exclusively handled by the CGCC and that the City has largely ceased providing this duplicative function.

The Casino's legal counsel and the City Attorney have discussed these practical licensing issues and have come up with revisions to the CMC that make sense to parties. In order to streamline the City process, the proposed ordinance will require that point holders that desire to transfer their shares submit an application to the City Administrator, as opposed

to the City Council. The City Administrator will conduct an initial review of the application. If the proposed transfer is routine, such as the transfer of shares to a living trust for estate planning purposes, the City Administrator may approve it without further review. If the application is not routine and require further investigation or analysis, the City Administrator will be able to require a more thorough and formal process that will require consideration and approval by the City Council. Such changes will address concerns about unnecessary duplication of effort, but also maintain the City's authority to review and approve the transfer of such casino/gaming establishment shares.

The City Administrator and City Attorney recommend that the City Council approve the proposed ordinance.

**ALTERNATIVES:**

None.

**FISCAL IMPACT:**

There will be no fiscal impact as a result of the adoption of this Ordinance.

Recommended by:



Eduardo Olivo  
City Attorney

Respectfully submitted,



Jorge Rifa  
City Administrator

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA AMENDING SECTIONS 5.48.230 ("POINHOLDERS-APPLICATIONS FOR SALE OR TRANSFER OF POINTS"), 5.48.240 ("POINTHOLDERS-APPLICATION-INVESTIGATION"); 5.48.250 ("POINTHOLDERS-APPLICATION-GRANTING OR DENIAL"), 5.48.290 ("APPLICATION OF PROVISIONS TO CONTINUEING POINTHOLDERS") AND 5.48.290 ("POINTHOLDERS-DIVESTMENT") AND ADDING SECTION 5.48.270 (POINTHOLDERS-DIVESTMENT") TO CHAPTER 5.48 ("CARD CLUBS") OF TITLE 5 ("BUSINESS REGULATIONS AND LICENSING") OF THE COMMERCE MUNICIPAL CODE

WHEREAS, due to the passage of the California Gambling Control Act it is no longer necessary for the City to license Casino Point Holders, as provided for in Section 5.48.230 *et. seq.* of the Commerce Municipal Code ("CMC"). This is now a function of the California Gambling Control Commission ("CGCC"); and

WHEREAS, all new point holders are licensed by the CGCC. Pursuant to the CMC, these new point holders would also be required to proceed with a full investigation and be licensed by the City Council; and

WHEREAS, revisions to the CMC are needed in order to avoid undue duplication and investigation by the CGCC and the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 5.48.230 of the Commerce Municipal Code is hereby amended to read as follows:

**5.48.230. POINTHOLDERS-APPLICATIONS FOR SALE OR TRANSFER OF POINTS.**

(A) Except as otherwise provided in this chapter, it is unlawful for any person having any interest whatsoever or at all in the ownership of a card club, whether legal or equitable, or as trustor or trustee, or of whatsoever kind or character, to transfer such points and/or interest without written notification to and the written consent of the city administrator.

(B) Any person desiring to sell, transfer, assign, or otherwise hypothecate any point or interest in a card club duly licensed pursuant to the provisions of this chapter shall file

with the city administrator a written application for permission to transfer such interest pursuant to a form approved by the city administrator and that sets forth the following:

- (1) The date of the application;
- (2) The true name of the applicant and proposed transferee;
- (3) The status of the transferee as being an individual, corporation, association, co-partnership, joint venture, trustor, or trustee;
- (4) The residence and business address of the transferee, if an individual;
- (5) If the transferee is other than an individual, the name, residence, and business address of each of the copartners or members of the firm, co-partnership, trustor, trustee, or joint venture and the names and residence and business addresses of each of the principal officers and directors of the association or corporation applicant;
- (6) The name of the licensed card club for which a transfer of interest or point is sought;
- (7) The number of points and/or nature of interest sought to be sold, transferred, assigned, or otherwise hypothecated;
- (8) Whether the transferee has an ownership or management interest in any other gambling establishment or gambling enterprise that requires licensure by the California Gambling Control Commission or its successor; and
- (9) Written confirmation that the California Gambling Control Commission has duly licensed the transferee under the California Gambling Control Act, Business Professions Code sections 19800 et. seq. A copy of the application filed with the California Gambling Control Commission shall be provided along with the application filed with the City Administrator.

(C) If the application is incomplete, the city administrator will advise the applicant of that fact within thirty (30) days of the city administrator's receipt of the application; the applicant will also be advised of the additional information that is required.

SECTION 2. Section 5.48.240 of the Commerce Municipal Code is hereby amended to read as follows:

**5.48.240. POINTHOLDERS-APPLICATION-GRANTING OR DENIAL BY CITY ADMINSTRATOR.**

(A) Consideration. Whenever an application for a transfer meeting the requirements of Section 5.48.230 is presented, the city administrator shall either provide his written consent to the transfer or refer the application to the city council for its consideration and consent. The city administrator will notify the applicant of his or her written consent,

or of his decision to refer the application to the city council, within forty-five days (45) of his receipt of the completed application.

(B) Decision of the Council. The council may in its discretion either approve, conditionally approve, or deny the application. The decision of the council shall be final and conclusive. The city council may also require that the applicant provide more detailed information and proceed with a more thorough investigation by the city, as follows:

- (1) A full and complete investigation of the transferees;
- (2) The transferee shall be fingerprinted by a duly appointed law enforcement agency;
- (3) It shall be the responsibility and duty of the law enforcement agency having governmental jurisdiction to establish the necessary procedures to administer the provisions of this section; and
- (4) The information received by the law enforcement agency having governmental jurisdiction pursuant to the provisions of this section shall be treated as confidential and shall be accessible only to the law enforcement agency having governmental jurisdiction and to city officials having the direct jurisdiction of the provisions of this chapter.

(C) License fees. If the city council requires the thorough investigation pursuant to Section 5.48.240 (b), the applicant shall be required to pay a processing fee, payable in advance, as set by the finance director who shall notify licensee's administrative office annually of the fee amount sufficient to cover the cost of the more thorough investigation. In the event of an extraordinary investigation requirement, an additional amount sufficient to cover the cost of such extraordinary investigation will be charged by the city. The fee set forth in this section shall be the property of and be retained by the city, whether the application for transfer is granted or denied.

SECTION 3. Section 5.48.250 of the Commerce Municipal Code is hereby amended to read as follows:

**5.48.250. POINTHOLDERS-APPLICATION-GRANTING OR DENIAL BY CITY COUNCIL.**

(A) Consideration by Council. Whenever an application for such a transfer is presented to the council, the council shall consider such application on the same basis and subject to the same hearing procedures as are applicable to a new license application.

(B) Decision of the Council. The council may in its discretion either approve, conditionally approve, or deny the application. The council shall make its decision within ninety (90) days after the city's receipt of a completed action, or if a more thorough investigation is required pursuant to section 5.48.240 (B), within ninety (90) days after the completion of a more thorough investigation by the city. The decision of the council shall be final and conclusive.

(C) Applicant's Acceptance of Council's Decision. The applicant shall agree as part of the application that the sole and exclusive discretion as to the granting or denial of any such application shall be vested in the council.

SECTION 4. Section 5.48.260 of the Commerce Municipal Code is hereby amended to read as follows:

**5.48.260. APPLICATION OF PROVISIONS TO CONTINUEING POINTHOLDERS.**

(A) Any person having any interest whatsoever or at all in the ownership of a card club, whether legal or equitable, or as a trustor or trustee, or of whatsoever kind or character, who has not previously submitted to the procedure required under Section 5.48.230, shall file within one hundred eighty days (180) after June 1, 2014, as a prerequisite to the continued holding of an ownership interest, the application as provided in Section 5.48.230 for persons applying for new ownership interest. The requirement in the second paragraph of subsection (b) (9) of Section 5.48.230, that the applicant provide a copy of the application filed with the California Gambling Control Commission along with the application filed with the city administrator, shall not apply to an application required by this Section. If the council denies any application, within six months after the receipt of a notice of such denial, the interest owner shall divest himself or herself of such ownership interest.

(B) If the council denies the application and requires, pursuant to Section 5.48.260 (a), that the interest owner divest himself or herself of their ownership interest in the card club, the council may extend the six month time limit required by subsection (a) for such divestiture for a reasonable period of time to allow such person to sell or divest himself or herself of their ownership interest. The applicant shall nevertheless not be entitled to realize or receive any profits, distributions, or payments that might directly or indirectly be due to such person or which arise out of, are attributable to, or are derived from their ownership interest in the subject card club, after the six month time period provided for in Section 5.48.260 (a) has expired.

SECTION 5. Section 5.48.270 is hereby added to Chapter 5.48 of the Commerce Municipal Code to read as follows:

**5.48.270. POINTHOLDERS-DIVESTMENT.**

(A) Any person having any interest whatsoever or at all in the ownership of a card club, whether legal or equitable, or as trustor or trustee, or of whatsoever kind or character, shall divest himself or herself of such ownership interest within one hundred twenty days after service of a notice of divestiture served on such person by the city pursuant to such person's final conviction of a misdemeanor involving moral turpitude or a felony. A plea or verdict of guilty, or a conviction following a plea of nolo contendere to a misdemeanor involving moral turpitude or a felony shall be deemed to be a final conviction within the meaning of this section, unless the conviction is appealed to a higher court, in which case the judgment and verdict of that court shall constitute the final action pursuant to which notice of divestiture shall be served if the conviction is affirmed.

(B) The city council may decide, in its discretion, to extend the time period required for such divestiture for a reasonable period beyond one hundred and twenty days to allow such person to sell or divest himself or herself of their ownership interest. The person shall nevertheless not be entitled to realize or receive any profits, distributions, or payments that might directly or indirectly be due to such person or which arise out of, are attributable to, or are derived from their ownership interest in the subject card club, after the one hundred and twenty day time period provided for in Section 5.48.270 (a) has expired.

(C) Within thirty days after the service of a notice of divestiture, the person or persons subject to such notice (appellant) may request in writing a hearing before the council to appeal the notice and request a waiver of the divestiture requirement, including transfer to a trustee. A hearing shall be scheduled before the council within thirty days after the receipt of the appellant's written request. Upon the conclusion of the hearing, the council may disregard the appellant's conviction or take other modifying steps if it is found and determined by the council that mitigating circumstances exist and that the public welfare will be adequately protected. In making such determination, the council shall consider the following factors:

- (1) The type, nature and extent of the point-holder's interest, including the involvement, if any, in the operations of the card club;
- (2) The nature, time, and seriousness of the offense;
- (3) The circumstances surrounding the conviction;



- (4) The age of the person at the time of the conviction;
- (5) The presence or absence of rehabilitation or efforts at rehabilitation;
- (6) Contributing social and environmental conditions;
- (7) The record of the proceedings leading to the conviction;
- (8) The financial stability of the pointholder, including his personal history, reputation for habits, and traits of character and moral background; and
- (9) Such other factors deemed relevant by the council in determining the status of the pointholder.

(D) The decision of the council shall be final and conclusive.

(E) No person required to divest a card club related interest pursuant to an order of divestiture shall transfer the same to his spouse, child, sibling, parent or to his spouse's child, sibling or parent.

(F) Failure to comply with a notice of divestiture shall constitute a misdemeanor punishable by a fine or imprisonment pursuant to this code. Each day of noncompliance shall constitute a separate and complete offense. In addition, the city attorney may invoke appropriate civil remedies available to enforce compliance.

SECTION 6. Section 5.48.280 of the Commerce Municipal Code is hereby amended to read as follows:

**5.48.280. CORPORATE POINTHOLDERS.**

If any pointholder is a corporation or similar entity, the licensee shall keep on file with the city administrator at all times a current list showing the names and addresses of all officers, directors and shareholders of such corporation or other entity.

SECTION 7. Section 5.48.290 of the Commerce Municipal Code is hereby amended to read as follows:

**5.48.290. POINTHOLDERS-MINIMUM INTEREST.**

A subdivision of any interest in a card club license to less than one-quarter point is prohibited. Any such subdivision will not be recognized by the city and shall be grounds for disciplinary action pursuant to the provisions of this chapter.

SECTION 8. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be

unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 9. Effective Date. This ordinance shall become effective thirty (30) calendar days from and after its adoption.

SECTION 10. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2014.

CITY OF COMMERCE

By: \_\_\_\_\_  
Tina Baca Del Rio, Mayor

ATTEST:

\_\_\_\_\_  
Lena Shumway  
City Clerk