

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
5655 Jillson Street
Commerce, CA 90040
Phone: (323) 722-4805
Fax: (323) 726-6231

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, May 6, 2014 - 6:30 P.M.

CALL TO ORDER Mayor/Chairperson Baca Del Rio

PLEDGE OF ALLEGIANCE Scott Wasserman, Director of Parks and Recreation

INVOCATION Councilmember/ Board Member Altamirano

ROLL CALL City Clerk Shumway

APPEARANCES AND PRESENTATIONS

- Presentation – 100th Birthday for Adalbertha Vidal, City Resident
The City Council will present a Commendation to Adalbertha Vidal upon celebrating her 100th Birthday.
- Tree City U.S.A. 2013 Award and Recognition of the Arbor Day 2014 Poster Contest Winners
On behalf of the National Arbor Day Foundation, a representative of the Los Angeles County Fire Department's Forestry Division will recognize and present the Tree City U.S.A. 2013 Award to the City of Commerce Community Development, Public Services Tree Maintenance Division.

Recognition awards will also be presented to the winners of the Arbor Day 2014 Poster Contest from Bandini Elementary School and Rosewood Park School.
- Presentation -- Recognition of Sonia Bautista – A Woman of Distinction Award
At the request of Mayor Baca Del Rio and Mayor Pro Tempore Leon, the City Council will present a Certificate and congratulate Sonia Bautista upon receiving the 2014 Woman of Distinction Award.

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.

4. Approval of Minutes

The City Council and Successor Agency will consider for approval the minutes of the Concurrent Adjourned Regular Meeting of Tuesday, April 15, 2014, held at 5:00 p.m., and Concurrent Regular Meeting of Tuesday, April 15, 2014, held at 6:30 p.m.

5. Approval of Warrant Register Nos. 19A and 19B

The City Council and Successor Agency will consider for approval the bills and claims set forth in Warrant Registers No. 19A, dated May 6, 2014, and 19B for the period of April 16, 2014 to April 30, 2014.

6. Proclamation – Transportation Week

The City Council will consider proclaiming the May 11--17, 2014, as National Transportation Week in the City of Commerce.

7. Proclamation- National Public Works Week

The City Council will consider proclaiming the week of May 18 – 24, 2014, as National Public Works Week in the City of Commerce.

8. Request for Proposal for Purchase of Automated Intelligent Transportation System

The City Council will consider for approval a request for proposal for the purchase of an Automated Intelligent Transportation System and the purchase of a wireless WiFi for the System and authorizing the Transportation Department to advertise for proposals and designating Monday, July 7, 2014, at 5:00 p.m. as the bid due date.

SCHEDULED MATTERS**9. Certificates of Insufficiency – Petitions for Recall**

The City Council will consider for receipt and filing and take the appropriate action deemed necessary with respect to, the Certificates of Insufficiency relating to the separate Petitions for Recall seeking the recall of members of the Commerce City Council, including the Honorable Joe Aguilar, the Honorable Ivan Altamirano, the Honorable Tina Baca Del Rio, and the Honorable Lilia R. Leon.

10. Report on Placement of “No Idling” Signs in Designated Areas of the City of Commerce

The City Council will receive a report on, and take the appropriate action as deemed necessary with respect to, the placement of “No Idling” signs in designated areas of the City.

11. Recreational Sports Fee Waiver for Bristow Park Teams

The City Council will receive a report on, and take the appropriate action as deemed necessary with respect to, implementation of a fee waiver, on a trial basis, for City of Commerce residents who register for youth sports at Bristow Park.

12. Analysis of the “PLUS” Resident Activity Card

At the request of Mayor Baca Del Rio and Councilmember Altamirano, the City Council will receive a report on, and take the appropriate action as deemed necessary with respect to, reducing the present fee of \$35.00, for the Card.

13. Facility Meeting Room Rental Policy

At the request of Mayor Baca Del Rio, the City Council will receive a report on, and take the appropriate action as deemed necessary with respect to the current Facility Meeting Room Policy and the Picnic Shelter Rental Policy and consideration of necessary revisions to said policies.

14. Approval and Issuance of Request for Qualifications (RFQ) for Consultant Services

The City Council will consider for approval authorizing staff to issue a Request for Qualifications (RFQ) for Consultant Services to develop an on-call list of qualified consultants for various Capital Improvement Projects and Programs (CIP).

15. Report on City’s Accomplishments

The City Council will consider for receipt and filing, and take appropriate action as deemed necessary with respect to, the list of City accomplishments provided by City departments for the past three years at the request of Mayor Baca Del Rio.

RESOLUTIONS**16. A Resolution of the City Council Approving a Services Agreement with PCR Services Corporation to Conduct Review of the Environmental Analysis for the Proposed Project Known as Specific Plan No. 13-01 (COMMERCIAL RETAIL CENTER PROJECT) at the Southwest Corner of Atlantic Boulevard and Washington Boulevard**

The City Council will consider for approval and adoption a proposed Resolution approving a Services Agreement with PCR Services Corporation to conduct review of the Environmental Analysis for the proposed Project known as Specific Plan No. 13-01

(COMMERCIAL RETAIL CENTER PROJECT) at the Southwest Corner of Atlantic Boulevard and Washington Boulevard.

17. A Resolution of the City Council, Approving An Agreement Between the City of Commerce and Transtech Engineers, Inc. for Contract Permit Technician

The City Council will consider for approval and adoption a proposed Resolution approving an Agreement between the City of Commerce and Transtech Engineers, Inc., for Contract Permit Technician.

18. A Resolution of the City Council, Approving a Services Agreement with Blodgett Baylosis Environmental Planning to Conduct and Complete the Environmental Analysis and Documentation for the Proposed Digital Billboard Ordinance

The City Council will consider for approval and adoption a proposed Resolution approving a Services Agreement with Blodgett Baylosis Environmental Planning to conduct and complete the Environmental Analysis and Documentation for the proposed Digital Billboard Ordinance.

19. Legislative -- Oral 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

The City Council will adjourn to Tuesday, May 13, 2014, at 5:00 p.m. in the Community Services Conference Room and the Successor Agency will adjourn to Tuesday, May 20, 2014, at 5:00 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.



CITY OF COMMERCE AGENDA REPORT

Item No. 1

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Commendation - Adalberto Vidal's 100th Birthday
MEETING DATE: May 6, 2014

RECOMMENDATION:

Present a commendation to Adalberto Vidal.

ANALYSIS:

At the request of Mayor Baca Del Rio, the City Council will present a commendation to Adalberto Vidal, a longtime Bristow Park neighborhood resident, who turned 100 years old on April 23.

FISCAL IMPACT:

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

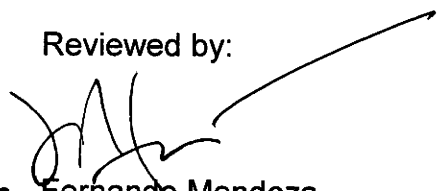
RELATIONSHIP TO STRATEGIC GOALS:

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

Respectfully submitted,


Jorge Rifa
City Administrator

Reviewed by:


Fernando Mendoza
Deputy City Administrator



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 2

FROM: City Administrator

SUBJECT: TREE CITY U.S.A. 2013 AWARD AND RECOGNITION OF THE ARBOR DAY 2014 POSTER CONTEST WINNERS

MEETING DATE: May 6, 2014

RECOMMENDATION:

On behalf of the National Arbor Day Foundation, a representative of the Los Angeles County Fire Department's Forestry Division will recognize and present the Tree City U.S.A. 2013 Award to the City of Commerce Public Works & Development Services Tree Division. Recognition awards will also be presented to the winners of the Arbor Day 2014 Poster Contest from Bandini Elementary School and Rosewood Park School.

BACKGROUND:

The Public Works & Development Services Tree Division met the requirements of the National Arbor Day Foundation and is qualified to receive the Tree City U.S.A. 2013 Award for the twenty-eighth consecutive year. Receipt of this award exemplifies the quality of service provided to the community by the Tree Division who is proud to be recognized and honored.

ANALYSIS:

This year the City commemorated Arbor Day on March 26th. The Tree Division, along with the Los Angeles County Forestry Division and the USDA Forest Service, participated in the celebration by visiting the 4th grade students at Bandini Elementary School and Rosewood Park School to demonstrate tree planting and to distribute a seedling to each student. The aforementioned will qualify the City for the Tree City U.S.A. 2014 Award.

The Division and the respective principal/representative will be presenting recognition awards to the poster contest winners from each school as follows:

1 st Place	Ana Carrillo	Adan Aguilera
2 nd Place	Amaris Navarro	Naomi Bravo
3 rd Place	Arturo Zumaya	Deja Varela

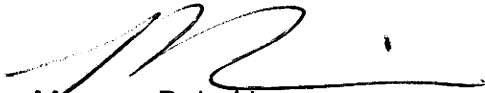
FISCAL IMPACT:

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

RELATIONSHIP TO 2014 STRATEGIC GOALS:

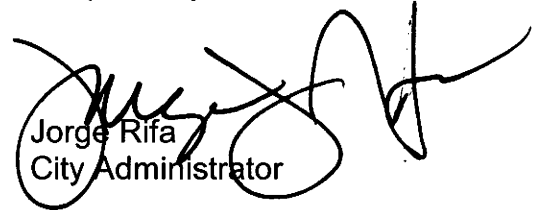
The issue before the Council is applicable to the following Council's strategic goal: *"Improve and maintain infrastructure and beautify our community"* as identified in the 2014 Strategic Plan.

Recommended by:



Maryam Babaki
Director of Public Works & Development Services

Respectfully submitted:



Jorge Rifa
City Administrator

Prepared by:



Hector Orozco
Street & Tree Maintenance Supervisor

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eddie Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

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

FROM: City Administrator

SUBJECT: THE CITY COUNCIL WILL PRESENT A CERTIFICATE TO SENIOR LIBRARIAN SONIA BAUTISTA

MEETING DATE: May 6, 2014

RECOMMENDATION:

At the request of Mayor Tina Baca Del Rio and Mayor Pro Tem Lilia R. Leon, the City Council will present a certificate to recognize Senior Librarian Sonia Bautista on being selected as "A Woman of Distinction 2014" by Assemblywoman Cristina Garcia.

ANALYSIS:

Each year, State Assembly men and women select a woman from each of the districts they represent to be honored for the work she does to improve the lives of others in the local community. The Woman of Distinction award criteria includes a woman that works in a city within the Assemblywomen's district who gives of herself to improve the lives of others in her work life and beyond. Ms. Bautista's commitment to the power of libraries and education is what drives her commitment now and in the future to help others. Ms. Bautista was selected because of her professional and dedicated approach as a librarian in her current position and in her spare time.

Ms. Bautista is a Senior Librarian at the City of Commerce Public Library. Ms. Bautista works tirelessly outside of work to promote librarianship for Latinos in the United States. While there are many Latinos that visit public libraries in the United States, very few of degreed librarians are Latino. Her passion for public libraries led her to get involved with the national organization, REFORMA, The National Association to Promote Library and Information Services to Latinos and the Spanish-Speaking. She has been actively involved with REFORMA for seven years. She is the current Southwest Chapter Representative for REFORMA, representing five states and its chapters in the southwest including California, Arizona and New Mexico. Ms. Bautista has worked with librarians in Mexico who want new skills and ideas that will bring the public into the library and has held workshops in San Diego, Tecate and Tijuana. She has also volunteered to provide workshops for southern CA librarians on how to enhance their library services to Latinos, volunteered at local LAUSD schools and read to children to share the love of reading. She has also mentored students going to library school and presented workshops at the California Library Association conference.

ALTERNATIVES:

Receive and file.

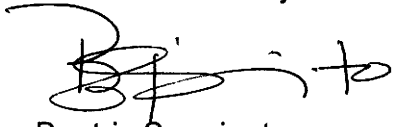
FISCAL IMPACT:

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:



Beatriz Sarmiento
Director of Library Services

Respectfully submitted,



Jorge Rifá
City Administrator

**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 15, 2014

Mayor/Chairperson Aguilar called the Special meeting of the City Council/Successor Agency to order on April 15, 2014, at 5:15 p.m. in the City Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano, Robles, Mayor Pro Tem/Vice Chairperson Leon, and Mayor/Chairperson Baca Del Rio. **Absent:** Councilmember/Board Member Aguilar

PUBLIC COMMENT

There were no individuals wishing to address the City Council on closed session items.

CLOSED SESSION

City Council/Successor Agency recessed to Closed Session at 5:01 p.m. for the following matters:

1. Pursuant to Government Code §54956.9(a), **the Successor Agency** will confer with its legal counsel, and take the appropriate action, with respect to the pending litigation of:
Mayans Development, Inc. and Los Jardines, LLC v City of Commerce Community Development Commission, et al., Superior Court of the State of California, County of Los Angeles, Case No. BC505679.
2. 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 two potential cases.

THE CITY COUNCIL RECONVENED TO OPEN SESSION at 6: 30 p.m.

ORAL CLOSED SESSION ANNOUNCEMENT

City Attorney Olivo reported on the actions taken:

1. The Board Members of the Successor Agency provided direction to City Attorney on item #1, and the direction was unanimous (Ayes: Board Members Altamirano, Robles, Vice Chairperson Leon and Chairperson Baca Del Rio, Absent: Board Member Aguilar)
2. In regards to the first potential litigation case, there was no reportable action taken, and the City Council did not go to Closed Session on the second potential litigation case.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 6:31 p.m.

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 15, 2014 - 6:30 p.m.

The meeting was called to order on April 15, 2014, at 6:30 p.m. in Council Chambers, 5655 Jillson Street, Commerce, California. **Present:** Councilmembers/Board Members Altamirano, Robles, Mayor Pro Tem/Vice Chair Leon, and Mayor Baca Del Rio (4); **Absent:** Councilmember Aguilar (1). The Salute to the Flag was led by Matt Rodriguez, Community Services Director, followed by an invocation offered by Mayor Pro Tem/Vice Chair Leon.

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

PUBLIC COMMENT

The following individuals addressed City Council on general matters within Council's jurisdiction: Albertossy Espinosa, and Saul Gamboa.

CITY COUNCIL/SUCCESSOR AGENCY REPORTS

Councilmember Robles

- Reported that she attended the Relay for Life event, the Meet and Greet with the new Queen and her Court, and participated in the Clean-Up Day at Rosewood Park.
- Stated that the Student Government Day was a great event.
- Wished everyone a Happy Easter and invited residents to participate in the Easter Egg Hunt on Saturday, April 19, 2014, at 11 a.m.

Councilmember Altamirano

- Reported that a Farmer's Market will be coming to the City of Commerce, and stated he is working with merchants interested in participating.
- Reported that he attended the Relay for Life event, and wished everyone a Happy Easter.

Mayor Pro Tem Leon

April 15, 2014

- Reported that she attended the Distinguished Women of the Assembly District 58 event at the Commerce Casino, at which Sonia Bautista was awarded the Distinguished Women of the Year; Mayor Pro Tem Leon asked that Sonia Bautista be recognized for her award at the next City Council meeting.
- Reported that she participated in the Community Clean-Up Day, the Relay for Life event, and the Meet and Greet event with the new Queen and her Court.
- Stated that the Student Government Day was a very successful event, and wished everyone a Happy Easter.

Mayor Baca Del Rio

- Reported that the Student Government Day was a great event.
- Stated that her Relay for Life team, "Team Love," raised \$8,000, and thanked everyone for donating to, and participating in, the event.
- Invited resident to participate in the Easter Egg Hunt at Veteran's Park, and wished everyone a Happy Easter.

CONSENT CALENDAR

Councilmember Robles asked that Items #6 and #11 be pulled for discussion. Councilmember Robles moved to approve the Consent Calendar, minus Items #6 and #11. Councilmember Altamirano seconded the motion, which 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 (4)

NOES: None (0)

ABSTAIN: None (0)

ABSENT: Councilmember Aguilar (1)

1. Approval of Minutes

The City Council and Successor Agency approved 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

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The City Council and Successor Agency approved 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 proclaimed 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 proclaimed 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 proclaimed 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

Councilmember Robles stated that the Youth Education and Service (Y.E.S) Leadership and Mentoring Program is a great program that provides excellent opportunities for the City of Commerce’s youth to gain experience. Mayor Baca Del Rio added that some current City employees also participated in the program.

Councilmember Altamirano moved, seconded by Councilmember Robles, to approve the 2014 Commerce Summer Youth Education and Service (Y.E.S) Leadership and Mentoring Program, beginning July 1, 2014. 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 (4)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: Councilmember Aguilar (1)

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

April 15, 2014

The City Council approved an 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 received and filed the Single Audit Report on Federal Awards for Fiscal Year ended June 30, 2013.

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

The City Council adopted Resolution No. 14-29, 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 adopted Resolution No. 14-28, amending an Agreement with Nationwide Environmental Services, a Division of Joe's Sweeping, Inc., regarding a rate adjustment for street sweeping services.

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

Councilmember Robles stated that she was glad that the City of Commerce could provide fireworks and a carnival for residents.

Councilmember Altamirano moved, seconded by Councilmember Robles, to adopt Resolution No. 14-31, approving an Agreement with Pyro Spectaculars, Inc., for an aerial fireworks display for the 2014 Fourth of July Celebration at Rosewood Park. 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 (4)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: Councilmember Aguilar (1)

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SCHEDULED MATTERS

12.A Resolution No. 14-30 of the City Council Approving an Extension of the City of Commerce Temporary Senior Citizen Rent Subsidy Program

Community Services Director Rodriguez provided a brief presentation of the staff report and recommended an extension of the Temporary Senior Citizen Rent Subsidy Program for the 2014-15 fiscal year. Mayor Pro Tem Leon moved, seconded by Mayor Baca Del Rio, to approve Resolution No. 14-30, extending the Temporary Senior Citizen Rent Subsidy Program for two years, until June 30, 2016. 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 (4)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: Councilmember Aguilar (1)

Martha Vein, Commerce resident, spoke in support of the program.

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

Environmental Justice Advisory Task Force Chairman Logan asked that City Council direct staff to schedule a study session regarding the Green Zones Project within a month, and then another meeting/study session one month from the first study session.

City Planner Marquez provided a brief overview of the staff report. Discussion ensued on establishing a date and time for the study session. It was a consensus of the City Council to direct staff to coordinate a date for the study session regarding the Green Zones Project sometime within the first two weeks in May 2014.

14.A Resolution No. 14-33 of the City Council approving Change Order No. 02 for Central Library Renovation Project

Public Works and Development Services Director Babaki provided a brief overview of the staff report, and stated that expenses related to Change Order No. 02 will be covered by savings achieved from the furniture allowance/budget, thereby resulting in no additional costs for the overall budget. Discussion ensued. Councilmember Altamirano moved, seconded by Councilmember Robles, to adopt proposed Resolution No. 14-33, authorizing proceeding with the roofing scope of work, less the seismic improvement and

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old roof system removal, 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. 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 (4)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: Councilmember Aguilar (1)

15.A Resolution No. 14-32 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

Public Works and Development Services Director Babaki provided a brief overview of the staff report. Discussion ensued. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to adopt Resolution No. 14-32, 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. 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 (4)
- NOES: None (0)
- ABSTAIN: None (0)
- ABSENT: Councilmember Aguilar (1)

City Administrator Rifa provided an estimated timeline for the project to City Council.

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

Human Resources Director Casalou provided a brief overview of the staff report regarding the City of Commerce's property insurance program and schedule, including the procurement of earthquake coverage, as well as provided alternative coverage options for City Council's consideration. Discussion ensued. Mayor Pro Tem Leon asked City staff to schedule a grand opening for the Emergency Operation Center in June 2014.

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Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to direct staff to reduce or eliminate the earthquake coverage, and use all, or a portion of, the premium savings for to retrofit city facilities in the future, where applicable, and to apply such funds to a specified reserve fund for facility construction. 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 (4)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: Councilmember Aguilar (1)

ORDINANCES

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

City Attorney Olivo provided a brief overview of the staff report. Mayor Pro Tem Leon moved, seconded by Councilmember Robles, to read the Ordinance by title only. 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 (4)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: Councilmember Aguilar (1)

City Attorney Olivo read the title of the Ordinance. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to adopt Ordinance No. 660, 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:

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

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

City Attorney Olivo provided a brief presentation of the staff report. Mayor Pro Tem Leon moved, seconded by Councilmember Robles, to read the Ordinance by title only. 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 (4)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: Councilmember Aguilar (1)

City Attorney Olivo read the title of the Ordinance. Mayor Pro Tem Leon moved, seconded by Councilmember Altamirano, to adopt Ordinance No. 661, 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 (4)
NOES: None (0)
ABSTAIN: None (0)
ABSENT: Councilmember Aguilar (1)

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

Assistant City Administrator Mendoza provided a brief overview of the status of the proposed bill, and recommended that City Council support proposed Assembly Bill 2189,

April 15, 2014

if the proposed amendments to the bill are incorporated. Mr. Mendoza distributed a list of recommended amendments to the proposed bill. Discussion ensued.

Councilmember Altamirano moved, seconded by Councilmember Robles, to take a formal position in support of Assembly Bill 2189, and to direct staff to forward a letter to Senator Garcia regarding the City of Commerce's formal position.

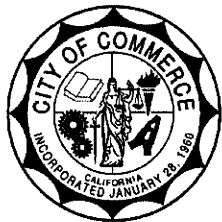
ROLL CALL:

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

ADJOURNMENT

City Council and the Successor Agency adjourned at 8:08 p.m., in memory of Hazel Franceschini. Meeting was adjourned to Tuesday, May 6, 2014, at 5:00 p.m., in City Council Chambers.

Lena Shumway
City Clerk, CMC



CITY OF COMMERCE AGENDA REPORT

Item No. 6

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Proclamation – Designate the Week of May 11 – 17, 2014, as National Transportation Week

MEETING DATE: May 6, 2014

RECOMMENDATION:

With the consent of the City Council, the Mayor will proclaim the week of May 11 – 17, 2014, as National Transportation Week.

ANALYSIS:

The week of May 11 – 17, 2014, is recognized annually across the nation as National Transportation Week (NTW). NTW provides an opportunity for all of us to join together for greater awareness and appreciation of the transportation industry. It is also a time when we celebrate the community of transportation professionals who keep our country on the move.

ALTERNATIVES:

1. Approve recommendation.
2. Provide staff further direction.

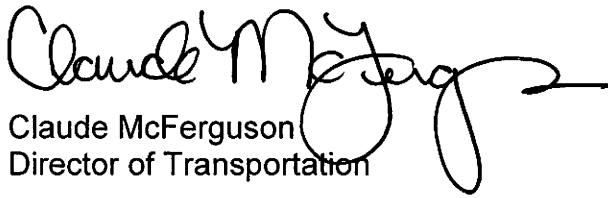
FISCAL IMPACT:

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:



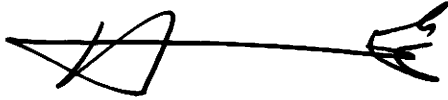
Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENT:

1. Proclamation

A PROCLAMATION OF THE
CITY COUNCIL OF THE CITY OF COMMERCE
DESIGNATING MAY 11 – 17, 2014, AS
NATIONAL TRANSPORTATION WEEK

WHEREAS, in 1961 President John F. Kennedy declared the third Friday of May as National Transportation Week; and

WHEREAS, the transportation industry has transformed America into a sophisticated network of metropolitan communities; and

WHEREAS, public transportation is a central component of the national transportation network; and

WHEREAS, public transportation connects workers with jobs, families with each other, and the public with resources to live their lives; and

WHEREAS, the City's Transportation Department has been providing quality, fare-free transportation services to the City's residents for over 50 years; and

WHEREAS, the Commerce Transportation Department annually transports over 773,800 passengers for approximately 405,652 miles each year; and

WHEREAS, the City of Commerce maintains a professionally trained and dedicated staff of bus operators, mechanics, supervisors, and support staff who play a vital role in the overall success of the City's public transportation system; and

WHEREAS, the Commerce City Council and staff remain committed to providing safe, accessible, affordable, and essential public transportation services to the City's residents and business community.

NOW, THEREFORE, THE COMMERCE CITY COUNCIL DOES HEREBY PROCLAIM THE WEEK OF MAY 11 – 17, 2014, AS NATIONAL TRANSPORTATION WEEK AND URGES ALL THOSE WHO LIVE OR WORK IN THE CITY OF COMMERCE TO SUPPORT AND PROMOTE THIS OBSERVANCE.

PASSED, APPROVED AND ADOPTED this 6th day of May 2014.

Tina Baca Del Rio
Mayor

ATTEST:

Lena Shumway
City Clerk



CITY OF COMMERCE AGENDA REPORT

Item No. 7

FROM: City Administrator

SUBJECT: NATIONAL PUBLIC WORKS WEEK PROCLAMATION

MEETING DATE: May 6, 2014

RECOMMENDATION:

That the City Council consider proclaiming the week of May 18 – May 24, 2014, as National Public Works Week in the City of Commerce.

ANALYSIS:

Since 1960, the American Public Works Association (APWA) has encouraged communities and government agencies at all levels to celebrate the hard work and dedication of the many public works professionals throughout North America who operate, build, maintain our water, sewers, streets, public buildings, solid waste collection, parkway trees, street sweeping and street lights.

This year's theme is "Building for Today, Planning for Tomorrow..." to illustrate the quality of life brought to communities around the world (i.e., clean water, safe streets and neighborhoods, efficient traffic and safe clean communities, etc.) is the result of the never-ending effort and dedication of public works (or public services) professionals to their communities, the environment and the residents that they serve and the communities they work and live in.

It is important to acknowledge that the health, safety and quality of life we have become accustomed to, depends on the commitment and dedication of our public services professionals.

ALTERNATIVES:

1. Approve staff's recommendation
2. Reject staff's recommendations
3. Provide staff with further direction

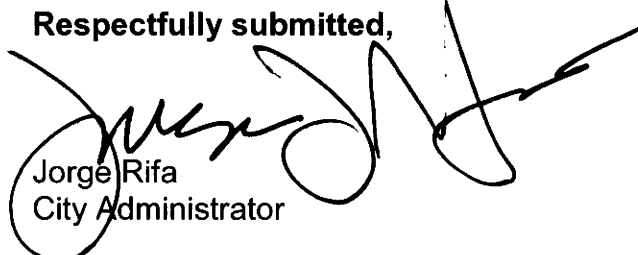
FISCAL IMPACT:

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

RELATIONSHIP TO STRATEGIC GOALS:

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:



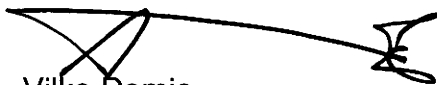
Maryam Babaki, P.E.
Director of Public Works & Development Services

Prepared by:



Wendell E. Johnson, P.E.
Assistant Director of Public Works & Development Services

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Proclamation

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, PROCLAIMING MAY 18 – MAY 24, 2014, AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF COMMERCE

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, parkway trees, street sweeping, and street lights; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works and public services departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

WHEREAS, this year's theme "***Building for Today, Planning for Tomorrow...***", is about the quality of life brought to communities around the world (i.e., clean water, safe streets and neighborhoods, efficient traffic and safe clean communities, etc.) is the result of the never-ending effort and dedication of public works (or public services) professionals to their communities, the environment and the residents that they serve and the communities they work and live in.

NOW, THEREFORE, the City Council of the City of Commerce, California, does hereby proclaim May 18 – May 24, 2014, as:

"NATIONAL PUBLIC WORKS WEEK"

in the City of Commerce and urge all citizens and civic organizations to acquaint themselves with the issues involved in providing public services and to recognize the contributions that our public services professionals make every day to our health, safety and quality of life.

PASSED, APPROVED AND ADOPTED this 6th day of May, 2014.

Tina Baca Del Rio
Mayor

ATTEST:

Lena Shumway
City Clerk



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 8

FROM: City Administrator

SUBJECT: Approve Request for Proposal for the Purchase of an Automated Intelligent Transportation System

MEETING DATE: May 6, 2014

RECOMMENDATION:

1. Approve the purchase of a wireless (Wi-Fi) system for the Transportation Maintenance Facility, which is required to support an automated Intelligent Transportation System (ITS);
2. Approve the Request for Proposal (RFP) for the purchase of an automated Intelligent Transportation System; and
3. Authorize the Transportation Department to advertise for proposals and designate Monday, July 7, 2014, at 5:00 pm, as the bid due date.

ANALYSIS:

The City of Commerce has a \$432,000 grant (CA-90-Z093) from the Federal Transit Administrator (FTA) and an additional \$42,686 from the California Emergency Management Agency (CalEMA), for the purchase of an automated Intelligent Transportation System (ITS) and associated hardware for the City's transit fleet. The City has pre-award authority for this project, which allows the City to start the procurement process.

The City's Federal transit funding is directly connected with the timely and accurate submittal of transit operating data to the National Transit Database (NTD) managed by the FTA. The purchase of an ITS would eliminate manual data collection by transit bus operators. Passengers boarding and alighting would be automatically recorded at each bus stop and downloaded into a software program.

Additionally, the purchase of an ITS would significantly improve the timeliness and accuracy of data collection, and allow City staff to quickly analyze the effectiveness of City bus routes, schedule adherence with changes as necessary, and ensure that accurate data is being submitted to the FTA.

ITS technologies have been proven to help transit agencies increase safety and operational efficiencies. Remote monitoring of transit vehicle status and passenger activity helps to provide additional safety and security to passengers.

Some core ITS benefits are noted as follows:

Computer Aided Dispatching/Automatic Vehicle Location (CAD/AVL)

CAD/AVL features use real-time satellite-based Global Positioning System (GPS) information to manage fixed-route, Medi-Ride and support vehicles. This enables optimal vehicle utilization, improved on-time performance and efficient fleet management. Bus operator and passenger safety is increased with the ability to pinpoint the location of each vehicle in the transit system allowing for faster response to emergencies.

City staff, residents and passengers will all have the ability to access real-time bus route/schedule information from any personal computer, mobile phone (iPhone, Android, Blackberry) or PDA. The real-time information feature improves passenger satisfaction, helps to reduce wait times, enhances passenger trip planning capabilities and can increase ridership.

Automatic Passenger Counters (APC)

APC's are a cost effective means to collect passenger count information that is extremely useful in route planning and scheduling. The data collected is used to produce user-friendly reports and graphs that give accurate real-time ridership for improved transit management and planning. Automated passenger counting will also allow City staff to make informed decisions about where and when passengers are riding. This information is critical for making service/route changes, establishing budgets, securing funding and responding to changing ridership patterns.

Bus operators currently tabulate passenger ridership manually. This process is time-consuming, challenging to reconcile and requires multiple checks and balances to ensure accuracy of data. The implementation of an ITS will improve how transit operating data is collected, assimilated, reviewed and processed. Many transit agencies in California use a variety of ITS programs to analyze operating and financial data for management purposes.

Staff contacted several transit agencies that utilize web-based ITS programs to assist in the development of the attached RFP specifications. Those agencies include Foothill Transit, Montebello Bus Lines, Antelope Valley Transit Authority and the Los Angeles County Metropolitan Transit Authority.

Wireless Video Surveillance Downloading Capabilities

This wireless (Wi-Fi) application feature will allow the City to manage all videos within the transit fleet and facility from one location, pulling video clip requests over the web or automatically downloading to the City's server.

ALTERNATIVES:

1. Move to approve recommendation.

2. Provide staff with further direction.

FISCAL IMPACT:

The proposed activity can be paid for out of the approved Federal and State funding allocations below:

FTA Grant (CA-90-Z093)	\$432,000
Cal EMA (Prop 1B) FY 2012/13	\$ 21,343
Cal EMA (Prop 1B) FY 2013/14	<u>\$ 21,343</u>
TOTAL FUNDING	\$474,686

Project Cost Estimates:

Aruba Wireless Systems (Computer 1)	\$ 29,893
Automated Intelligent Transportation System	<u>\$444,793</u>
TOTAL EXPENSES	\$474,686

Combined with all other reasonably known, planned and approved expenditures, the proposed project can be absorbed without having an additional impact to Fiscal Year 2014-15 operating budget. The City has received pre-award authority from FTA and Cal EMA, which authorizes the City to start the procurement process.

RELATIONSHIP TO STRATEGIC GOALS:


This agenda item relates to the 2012 strategic planning goals: "review and update services and activities to increase efficiency," as the purchase of an automated ITS will improve the City's data collection process, and all City staff, residents, public community and passengers will benefit by having the ability to access real-time bus route/schedule information from any personal computer, mobile phone (iPhone, Android, Blackberry) and/or PDA.

The real-time information feature shall improve passenger satisfaction, help reduce passenger wait times, enhance passenger trip planning capabilities and can increase ridership.

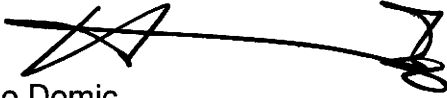
Recommended by:


Claude McFerguson
Director of Transportation

Respectfully submitted,


Jorge Flores
City Administrator

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. Computer 1 Products of America Cost Estimates
2. Request for Proposal (RFP) – Automated Intelligent Transportation System (ITS) Contract Agreement



11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Quotation

Date	Quotation #
4/18/2014	20669

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno	Pending	NET 30	FedEx	
Item	Qty	Description	Unit Cost	Total
IAP-115-US	3	Aruba Instant IAP-115 Wireless Access Point, 802.11a/b/g/n, 3x3:3, dual radio, integrated antennas - Restricted regulatory domain: United States	525.00	1,575.00T
AP-220-MNT-W2	3	AP-220 Series Mount Kit Secure	43.00	129.00T
IAP-275-US	7	Aruba Instant IAP-275 Outdoor Wireless Access Point, 802.11n/ac, 3x3:3, dual radio, integrated antennas .Restricted Regulatory Domain -- US	1,200.00	8,400.00T
AP-270-MNT-V1	7	Aruba 270 Series Outdoor AP Long Mount Kit. Pole/Wall Mount for AP-270 300 mm from vertical mounting asset	90.00	630.00T
PC-AC-NA	11	AC Power Cord (North America Version)	0.00	0.00T
S1500-24P	1	S1500-24P Mobility Access Switch with 24 10/100/1000BASE-T IEEE 802.3af PoE/802.3at PoE+ ports plus 4 GbE SFP (optics ordered separately). Integrated AC power supply. For deployments worldwide (check regulatory status).	1,350.00	1,350.00T

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE: Quotes are subject to applicable tax and estimated freight charges. Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.	Subtotal
	Sales Tax (9.5%)
	Total



11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Quotation

Date	Quotation #
4/18/2014	20669

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno	Pending	NET 30	FedEx	
Item	Qty	Description	Unit Cost	Total
AW-25	1	AirWave software license to manage 25 devices (APs, controllers, switches, etc.)	1,565.00	1,565.00
CP-VA-500	2	ARUBA CLEARPASS 500 VIRTUAL APPLIANCE	3,200.00	6,400.00T
PD-9001GR-AC	10	1 Port 802.3at PoE Midspan 10/ 100/ 1000 30W	145.00	1,450.00T
AMG-SKIN-PS	1	Custom UI Theme Creation. Professional service delivered by Aruba from a remote location. Statement of work defined in the product collateral.	2,500.00	2,500.00
S-10001	1	FREE FREIGHT	0.00	0.00

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE: Quotes are subject to applicable tax and estimated freight charges. Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.	Subtotal	\$23,999.00
	Sales Tax (9.5%)	\$1,893.73
	Total	\$25,892.73



11135 Rush Street Unit "A"
 South El Monte, CA 91733
 Phone: (800) 995-0566
 Fax: (626) 213-2444
 www.computer1products.com

Quotation

Date	Quotation #
4/18/2014	20670

Quotation For:

CITY OF COMMERCE
 2535 Commerce Way
 Commerce, CA. 90040
 Attn: Jesse Guerrero

Sales Rep	P.O. No.	Terms	Ship Via	
RMuno	Pending	NET 30	FedEx	
Item	Qty	Description	Unit Cost	Total
SN1-IAP-115-US	3	NBD SUPPORT FOR IAP-115-US (1 YEAR)	34.00	102.00
SN1-IAP-275-US	7	NBD SUPPORT FOR IAP-275-US (1 YEAR)	76.00	532.00
SB1-S1500-24P	1	24X7TAC SPPT FORS1500-24P (1 YEAR)	95.00	95.00
SA1-AW-25	1	SUPPORT FOR AW-25 (1 YEAR)	475.00	475.00
SA1-CP-VA-500	2	NBD SUPPORT FOR CP-VA-500 (1 YEAR)	1,130.00	2,260.00
S-10001	1	FREE FREIGHT	0.00	0.00

Did you know we offer Nationwide Installation Services for equipment you are currently buying from us?. Contact your Account Manager or the Computer 1 Service Team at (626) 213-2405

NOTE: Quotes are subject to applicable tax and estimated freight charges. Please take a moment to review the part number, quantity and sales price per line. All sales are final and non-returnable unless the order has a sales error or the item is D.O.A. A defective item may be returned within the first 14 days of purchase. Any non defective item may be approved for an exception return with a 25%+ restocking fee.	Subtotal	\$3,464.00
	Sales Tax (9.5%)	\$0.00
	Total	\$3,464.00



REQUEST FOR PROPOSAL

CITY OF COMMERCE – TRANSPORTATION DEPARTMENT
FTA PROJECT NO: CA-90-Z093

FOR INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Purchasing Division, Care of City Clerk's Office
City of Commerce
2535 Commerce Way
Commerce, CA 90040
Purchasing@ci.commerce.ca.us

RFP CLOSING DATE: JULY 7, 2014
RFP CLOSING TIME: 5:00PM PACIFIC DAYLIGHT TIME

SUBMITTED BY:

Company Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Contact: _____

An electronic copy of this RFP and attachments, if any, is available from the City's website: <http://www.ci.commerce.ca.us>. All RFP documents shall be submitted in hard copy. Electronic or emailed submissions shall be rejected.

**REQUEST FOR PROPOSALS (RFP)
INTELLIGENT TRANSPORTATION SYSTEM
FOR CITY OF COMMERCE - TRANSPORTATION DEPARTMENT**

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1. CITY ENVIRONMENT

The City of Commerce Transportation Department (CTD) provides public transportation to a population of over 13,000 residents with fixed route service in an area consisting of approximately 6.6 square miles within Los Angeles, County, California. The fleet consists of 14 buses for transit service with 5 buses for local para-transit service.

The mission of the CTD is: to provide safe, reliable, convenient and cost effective transit services, with a skilled team of employees, dedicated to meeting the needs of our community and providing excellent customer service.

Guiding CTD efforts are several primary goals:

- Operate a safe transit system;
- Provide outstanding customer service;
- Operate an effective transit system; and
- Operate an efficient transit system.

The CTD believes an Intelligent Transportation System (ITS) will be a vital component to help us achieve these goals and have identified the following objectives in support of these goals:

- **Accountability:** ensure that CTD is providing timely delivery of transit services in accordance with its published timetables (improve schedule adherence and timed transfers).
- **Real Time Passenger Information:** provide real-time transit information to customers via electronic message boards at selected bus stops and / or other in-vehicle passenger information systems, the Internet, and text messaging including passenger alerts.
- **Transit Management:** Increase the availability of data for CTD's operations for the purposes of enhanced transit management and service planning.
- **Safety:** Increase the safety and security of the CTD's public transportation system. Improve safety on-board vehicles by allowing quick location and response to incidents and emergencies.
- **Productivity:** as a result of improved schedule adherence and easier passenger access to information, increase ridership of the CTD's fixed route transit system.

Below are several examples of where CTD staff believes ITS can be of assistance. CTD customer service department fields call for asking how soon the next bus is going to be available at the stop or asking how to get from a current location to another. Vendors should describe how their proposed system can reduce these calls and provide better tools for customer service staff to be more efficient.

The City of Commerce is a dynamic community that requires the CTD to be capable of responding quickly to changes in demand for service. The CTD needs planning tools to help it understand the needs of its riders and look for opportunities to improve service. In addition, CTD desires for the system to produce a comprehensive set of operational reports. Vendors should describe how their proposed system can assist CTD in meeting these needs. As a municipal operator, the CTD must optimize the use of scarce funding for our operational expenses, looking for efficiencies and cost reductions wherever possible.

CTD is interested in proposals that demonstrate an understanding of these funding challenges and includes features that provide the greatest benefit to the City of Commerce. At various points in this RFP, the Proposer will see how the CTD expects the capabilities of an ITS to help address the aforementioned objectives. Proposers are encouraged to highlight how the capabilities of their systems will facilitate the CTD's goals and objectives.

2. PROJECT OVERVIEW

The CTD is seeking proposals from qualified firms to provide a turn-key (beginning-to-end) solution to implement and provide a fully functional, expandable, reliable, and most technologically advanced ITS system available. The system shall be built on a proven and secure operating system, database, and application software that provides access to fleet and passenger information for CTD staff and via the Internet for the general public. The applications shall follow accepted industry human engineering design standards for ease of readability, understandability, appropriate use of menu-driven operations, user customization and intuitive operation.

The Proposer/Contractor (used interchangeably) shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily-available peripheral hardware. The CTD is requiring an all-inclusive cost maintenance plan for the entire installed and accepted system delivered under the contract that will result from this RFP for an initial period of two years with projected pricing for an additional three year time period. Software, product and labor warranties shall be for a minimum period of one year. **This RFP includes several optional technologies that may or may not be selected by CTD for deployment depending on funding availability and other factors.**

3. PROJECT DESCRIPTION

The Proposer shall supply a complete system with all hardware, software, and services necessary to accomplish the supply, installation, testing, documentation, training, startup and going-live, including fixed-end equipment and equipment on-board vehicles. The system shall meet all specified requirements and have the capability to serve present and future operational needs, within the constraints established by commercially available systems. Proposers are urged to maximize the potential realization of the requirements / specifications while minimizing custom development.

Data transmissions to and from on-board vehicle equipment shall rely upon commercial cellular data communications carriers, and/or radio-based communications, and facility wireless network. The proposal must include pricing for service required for communication options.

The selected communications network shall be capable of providing reliable signal coverage in the entire service area of CTD for the purposes of transmitting location, status, and messages between CTD vehicles and the system.

Initially, with the Proposer's assistance, scheduling information for the CTD's fixed route routes shall be entered directly into the system which shall support on-time performance tracking and reporting. However, it is also desirable that the system permit data to be exported to CTD's existing software programs (TransTrack and AssetWorks). In all cases, the data shall be accessible via the Proposer-provided data exchange and shall be fully described in the proposer's submitted response.

This system must provide route and vehicle information in real-time via a web interface to passengers, the dispatcher, and managerial personnel. The primary purpose of the system is to facilitate daily fixed-route and demand-response service, and must be equipped with reporting capabilities to accurately data stream operational service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). The vehicle tracking system shall include the functionality for hardware/software components to be installed in up to twenty (20) vehicles.

4. CONCEPT OF OPERATIONS

In summary, the CTD prefers an "out-of-the-box" system that is hosted and served from a central data center and accessible from any Internet capable desktop. The CTD intends to utilize the system for both transit fixed route and para-transit vehicles for tracking purposes, passenger information and all other proposed capabilities. By use of both digital map-based and tabular displays, the CTD's Dispatchers shall be able to

track all fixed route and para-transit vehicles. The capability to exchange status and command information between bus operators and dispatch will result in reduced voice traffic levels and clearer instructions. When performing customer service, staff shall be able to monitor all bus locations and status in real time. The System shall include Automatic Passenger Counters (APC) to collect passenger loads, boarding and alighting data.

The system should have the ability to track the location versus schedule for each bus in service and inform the bus operator and dispatch when a variance exists. In addition, the system shall generate logs and data that record the operations, shall have the capability to generate reports documenting route operations and ridership. The Passenger Information System will also simultaneously broadcast vehicle location and arrival times via the Internet and cell phone or smartphone.

For the core system the CTD believes that there are two viable approaches to the supporting technology infrastructure and architecture: 1) system entirely hosted at the Proposer's Data Center; 2) a CTD supported model wherein the Proposer's shall supply and host a Server that shall be maintained at CTD. The CTD is open to any of the two approaches, but believes a server hosted on site is best suited to ensure the CTD receives the benefits of timely upgrades and enhancements.

The system will have the ability to track revenue vehicle location and advise the operator and/or dispatch when a variance exists, which will give the CTD a greater understanding of where service issues effect on-time performance. Data from system operations shall be transmitted while the vehicle is in service and if necessary, at the end of the shift/workday through a wireless network located at the CTD's facility. This will result in a wealth of data for the CTD to plan for new service and tailor existing service to best meet our mission and goals.

5. GENERAL SCOPE

The scope of this project includes all labor, freight, software, hardware and any miscellaneous components necessary to implement a fully functioning ITS including on-board and street side components. The following components were identified by CTD as the most beneficial technologies to realize our project objectives. The CTD welcomes proposer recommendations that could improve the system.

The list of ITS technologies to be deployed during the project includes:

- Web-based Paratransit Scheduling Software (Optional)
- Integrated Mobile Data Terminals; Real-time Updates to Driver Manifests
- Web-based CAD/AVL including all hardware, operating and application software;
- On-Board Automatic Passenger Counters (APC's); (Optional)
- Automated on-board audio-visual announcement system;
- Predictive Arrival information for use by passengers and the CTD; (Optional)
- Integration of proposed system with TransTrack Business Intelligence System and AssetWorks Fleet Maintenance System. (Optional)
- Traveler Information System to include smart phone "apps" and a public vehicle tracking website. (Optional)
- Integrated HD Video Security Camera System – 8 HD Cameras installed per vehicle in existing fleet. (Optional)
- Real Time Street Side Passenger information Displays (Optional)
- A Vehicle Inspection Module (Optional)

6. TECHNICAL REQUIREMENTS

The technical requirements for implementing the proposed ITS project at CTD includes the following:

- GPS based Automatic Vehicle Location
- Real Time Computer Aided dispatch, vehicle assignment and monitoring

- Distribution of Real Time Passenger Information
- Automatic On-Vehicle audio-visual Announcement system
- Monitoring and Management of On-time Performance
- Automatic Passenger Counting and Reporting Capabilities
- Integration to existing Luminator Destination Headsigns
- Integrated Mobile Radio Communications
- Trip Planner Interface
- 8 Camera HD DVR System
- Street Side Passenger information Displays
- Vehicle Inspection Module

7. CONTRACTOR RESPONSIBILITIES

7.1 General Responsibilities

All Contractor responsibilities are outlined in this specification. However, the contract between the Contractor and CTD shall describe the Contractor's responsibilities, as they are agreed upon by both parties.

Generally, the Contractor's responsibilities will include the following:

- be an active partner with CTD to ensure project success and satisfaction;
- acquiring and implementing a stable and reliable integrated system able to provide CTD with the functionality described herein;
- provide experienced staff for the life of the contract that understand the design, development, testing, integration, implementation and deployment of an ITS for public transportation, best practices, project management methodology;
- provide a project manager to act as the single point of contact for all communication regarding work under an awarded contract;
- coordinate all tasks with the designated CTD project manager;
- actively participate in and provide input to the development, tracking and updating of all project management documents; and
- meet or exceed all established milestones that are mutually agreed upon by Contractor and CTD.

7.2 Specific Responsibilities

Before commencing this project, the Contractor is responsible for preparing a detailed Work Plan and Schedule (including milestones) as described in these specifications with the following requirements:

Work Plan and Schedule:

- must be in Microsoft Project (or approved equal);
- include the following components in schedule: task ID, percent complete, task description, duration, start date, end date, predecessor tasks, resources required with percentage of time based on a work day and week agreed to by the parties;
- take into account CTD business days and holidays; and
- relate tasks back to the appropriate detail in the Work Plan by using the same task number.

Project Management:

- establish project milestones identical to those shown in the Work Plan;
- provide detailed written status reports to the designated CTD project manager that include, but are not limited to work completed; work in progress; scope changes; schedule changes; and issues and delays;
- document in writing all decisions made, recommendations, results of reviews, and meetings or other appropriate communications where information is exchanged through the use of contract amendments and/or change orders or meeting minutes. This may be accomplished by updating the

detailed Work Plan or updating other documents as appropriate and agreed upon with the CTD project manager, which shall be documented in written form;

- meet regularly with the CTD project manager and other staff designated to review progress, critical risk factors that may affect the project schedule or other success factors, as well as unique issues that may surface; and
- obtain signed CTD acceptance for all deliverables, tasks and milestones as outlined and agreed upon in the project Work Plan.

8. CTD RESPONSIBILITIES

CTD will:

- provide a Project Manager who will act as the primary point of contact with the Contractor;
- provide a project Steering Committee to provide project oversight, high level guidance and necessary decision making;
- provide appropriate access to the premises, facilities, systems and CTD staff members assigned to the project;
- conduct joint project team and planning meetings;
- facilitate required meetings, and ensure availability of necessary staff and required resources;
- provide the necessary interface requirements for other CTD transit applications;
- assist with acquiring any necessary permits that may be required during the project implementation;
- facilitate connectivity to the existing radio network to be used for communications; and
- provide necessary GIS mapping data for all routes and bus stop locations.

The costs for any consultant engaged by CTD for this project will be borne solely by CTD.

9. FUNCTIONAL SPECIFICATIONS - GENERAL

The Proposer shall describe the planned system architecture for this deployment in their proposal, using a combination of descriptive text and diagrams. This architecture shall represent a fully interoperating collection of distinct systems, subsystems and components. CTD shall retain ownership rights to all data collected and generated by the system and the right to access this data for use in other applications. CTD shall be granted an irrevocable, perpetual and royalty-free license to use all software provided by the Contractor, whether such software is provided directly by the Contractor or by a third party.

Annual licensing fees for operating systems, application software, and/or device licenses must be included in the annual operating costs submitted as a part of the contractor's proposal. The contractor shall supply all hardware, software, (maintenance and support) agreements necessary to deliver a fully functional system as specified in the RFP. Components shall not drain vehicle battery when the vehicle is not running. The contractor shall recommend and provide options for hardware and software configurations that will accommodate initial needs and growth over a ten (10) year lifecycle. All hardware, software, maintenance and support agreements must be disclosed in the proposer's response and approved in writing by CTD prior to acquisition.

Where necessary the contractor shall professionally close-off and finish (no rough edges, holes, etc) all openings caused by the removal of old equipment in a manner acceptable to CTD.

Contractor's design shall accommodate changes based on CTD's standards or other factors required to ensure the compatibility with CTD's communication and data network environment. All hardware, software, maintenance and support agreements shall be procured on behalf of CTD and become CTD property at time of system acceptance.

10. INTEROPERABILITY WITH OTHER SYSTEMS

It is highly desirable that the system interface with several other systems in use or planned to be in use by the CTD.

TransTrack Business Intelligence

The CTD uses the TransTrack Business Intelligence system to allow management to monitor all operations. The CTD requires an Intelligent Transportation System that can interface with TransTrack to communicate schedule adherence, ridership, and incident data.

AssetWorks

The CTD uses AssetWorks to track all functions related to the maintenance of vehicles and equipment, including processing repair and preventative maintenance PM work orders, capturing operating expenses (e.g. fuel, oil, and licensing), and offers billing and tracking for vehicle equipment usage.

11. REGULATORY REQUIREMENTS

This Project must maintain consistency with the Los Angeles Regional Architecture and the National ITS Architecture. An important element of this is the use of systems engineering for project development and implementation.

A methodology to meet this requirement would utilize the following systems engineering steps: User Needs/Concept of Operations, System Requirements, Technology Trade Studies, and project specifications to produce an ITS Technology Plan.

To maintain consistency, documentation of the following steps is required of the successful contractor: system design, implementation and testing phases and verification of systems and sub-systems and a maintenance plan. Contractors for this project are expected to follow a formal project development and implementation methodology that covers all of the tasks defined in the content for the technical proposal.

12. DATA COMMUNICATION

The Contractor is responsible for designing a complete data network to meet the needs of a fully functioning ITS. The final design is subject to CTD's approval. The proposal shall describe any and all requirements for FCC license, cost, modifications, installation, optimization, testing, and maintenance of a fully integrated mobile data communications system. The proposer is responsible for delivering a fully functional data communication system for this project.

CTD anticipates the CAD/AVL system to be capable of sending AVL data (at least latitude, longitude, speed, time, date and direction of travel) from the vehicle to dispatch at a maximum frequency of once every 30 seconds with a desired frequency of 10 seconds or less, immediately each time to an on board alarm is activated, and every 10 seconds if the vehicle is considered off-route.

The Proposer may recommend either a radio-based or commercial cellular mobile data-based system for bus communication. If a commercial cellular mobile data system is recommended, the proposer must clearly indicate the carrier's wireless coverage area, the expected annual recurring charges, and the model and type of the vehicular data modem and antenna that will be utilized.

The vehicular modems must be capable of withstanding normal wear and tear.

13. COMMUNICATIONS REQUIREMENTS

The Contractor shall design and install all communications equipment necessary to have a fully functioning ITS. This includes any wiring/cabling for interfacing new equipment with CTD's existing equipment. All installations shall be accomplished in accordance with best industry standards and practices.

The end result will be a completely engineered, integrated and operating data communication system. CTD shall provide space for the equipment. The Contractor shall install the equipment within this space and connect the units to commercial power as supplied by CTD. Installation cost for each particular equipment item shall and must include all hardware, racks and mountings, raceways, wiring, weatherproof connections, ancillary devices, procedures, and services required to install and/or interface existing components or equipment to create an operating system which fulfills the requirements of this RFP.

Contractor shall comply with all federal (FCC), state and local laws, codes, regulations and ordinances applicable to the Work and the contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination.

The Contractor shall coordinate all installation and service cutover work with CTD prior to commencement. The installation of any new on board equipment shall be coordinated with CTD to arrive at an agreeable cutover methodology and schedule to minimize disruption of services and transit operations.

14. SERVER SPECIFICATIONS REQUIREMENTS

An ITS server shall be placed in an area to be agreed upon with CTD. The Contractor shall supply a server that shall be included as part of this proposal. The server minimum specifications requirements are as follows:

Qty	Product Number	Product Description
1	665552-B21 665552-B21	HP ProLiant DL380p Gen8 12 LFF Configure-to-order Server
1	ABA	HP ProLiant DL380p Gen8 12 LFF Configure-to-order US-English Localization Server
1	662224-L21	HP DL380p Gen8 Intel Xeon E5-2637 (3.0GHz/2-core/5MB/80W) FIO Processor Kit
1	662224-B21 662224-B21	HP DL380p Gen8 Intel Xeon E5-2637 (3.0GHz/2-core/5MB/80W) Processor Kit
1	0D1	Factory Integrated
1	669320-B21 669320-B21	HP 4GB (1x2GB) Single Rank x8 PC3-12800E (DDR3-1600) Unbuffered CAS-11 Memory Kit
1	0D1	Factory Integrated
4	647909-B21 647909-B21	HP 8GB (1x8GB) Dual Rank x8 PC3L-10600E (DDR3-1333) Unbuffered CAS-9 Low Voltage Memory Kit
4	0D1	Factory Integrated
2	693687-B21 693687-B21	HP 6TB 6G SATA 7.2k rpm LFF (3.5-inch) SC Midline 1yr Warranty Hard Drive
2	0D1	Factory Integrated
2	652620-B21 652620-B21	HP 600GB 6G SAS 15K rpm LFF (3.5-inch) SC Enterprise 3yr Warranty Hard Drive
2	0D1	Factory Integrated
1	653206-B21 653206-B21	HP DL380p/560 Gen8 3 Slot PCI-E Riser Kit
1	0D1	Factory Integrated
1	661069-B21 661069-B21	HP 512MB P-series Smart Array Flash Backed Write Cache
1	0D1	Factory Integrated
1	684208-B21	HP Ethernet 1Gb 4-port 331FLR FIO Adapter
2	503296-B21	HP 460W Common Slot Gold Hot Plug Power Supply Kit

	503296-B21	
2	0D1	Factory Integrated
2	AF569A	HP C13 - AS3112-3 AU 250V 10Amp 2.5m Power Cord
	AF569A	
2	0D1	Factory Integrated
1	733670-B21	HP 2U Large Form Factor Easy Install Rail Kit with CMA
	733670-B21	
1	0D1	Factory Integrated
1	E5Y44A	HP OneView for ProLiant DL Server incl 3yr 24x7 Supp Bundle Track 1 Svr Lic
1	H1K92A3	HP 3Y 4 hr 24x7 Proactive Care SVC
	H1K92A3	
1	7G3	HP ProLiant DL38x(p) HW Support
	H1K92A3	
1	SVN	HP One View w/llo Supp
1	HA113A1	HP CP Installation
	HA113A1	
1	5A6	300 Series HW Installation SVC

The Contractor shall provide information regarding the scope and layout of all proposed dispatch equipment to CTD within two weeks of 'Notice to Proceed'. Contractors may propose their preferred server environment (hosted by contractor, hosted by server farm, purchased as a part of this requirement by CTD or contractor), at their option.

15. MOBILE EQUIPMENT

The Contractor shall provide and install a vehicle logic unit (VLU) which may or may not be a Mobile Data Terminal (MDT)/control head or other device to provide the necessary interface between the vehicle equipment and central system, along with a driver interface to the data communication system.

CTD anticipates that Contractor staff will be able to have access for installation of their equipment during normal business hours to a minimum of 1 vehicle per day, and up to three vehicles per day after hours (between 9:00PM and 5:00AM) and on weekends.

Contractor shall ensure that the mounting locations of their equipment and cables shall be in "protected" locations at least three inches above the floor to avoid water and chemical exposure during routine vehicle cleaning. The proposer shall provide catalog cut-sheets / technical documentation of the proposed equipment as part of their response. The proposer shall also provide a diagram depicting the proposed configuration and integration of the equipment.

If a commercial cellular mobile data system is recommended, the proposer must clearly indicate provider coverage areas, model and type of the vehicular data modem and antenna that will be utilized. Vehicle modems must with stand normal wear and tear, vehicle washings and weather conditions associated with field use inside transit and supervisory vehicles.

16. VEHICLE ON-BOARD SYSTEMS

General

The Contractor shall be responsible for the overall integration of the on-board components into the complete system.

Vehicle equipment

Vehicles shall be equipped with communications cabling compliant with the standard Society of Automobile Engineers (SAE) J-1708/1587 or J-1939, or equivalent or Serial or Ethernet connections as required.

In-Vehicle logic unit (IVLU)

IVLUs, which serve as the controlling computing device for the on-board equipment shall be capable of being remotely configured and updated wirelessly including all updates necessary for new service change implementations. A direct connected laptop computer or other programming device may also be used for performing routine diagnostic maintenance.

Operator Terminal (MDT or similar)

The vehicle operator display shall be readable by the vehicle operator from the seated position under the full range of ambient illumination conditions. This could be accomplished through the incorporation of such measures as vehicle operator controlled brightness and/or contrast control, anti-glare coating and adjustable orientation mounting. The device shall be able to be readable while wearing sunglasses. The vehicle operator terminal shall allow the user to adjust the speaker volume at any time while the device is operating. The application software shall be operated using either programmable function keys (contractor to define number of keys/buttons) or touch screen programmable buttons. The device speaker shall provide audible feedback when a function key or on-screen key is pressed. Function keys shall also provide tactile feedback when pressed. The vehicle operator shall not be able to manually shut off or disconnect the operator terminal power or manually shut down the application software.

- The MDTs shall allow for a single logon for all on-board equipment including APCs and the AVAS
- The MDT shall provide a touch screen interface that allows the driver to perform the following functions: Set Route, Play on-board announcement, view/respond to messages from dispatch, view status, and view graphical headway analysis information
- The MDT shall send a location report, indicating its current GPS location and mileage reading every 10 seconds or less and whenever the vehicle is within the bounds of a bus stop (geo-fence)
- All transmitted data shall be stamped with following information: date and time, GPS location latitude and longitude, vehicle number, vehicle operator ID number
- All fixed route packets shall include route number, trip number, and mileage reading where applicable
- The MDT shall store the most recent ten (10) minutes of GPS data, so that if the GPS receiver is not able to report the location, the last known location will remain available to be transmitted when the network reconnects
- The MDT shall support 2way messaging that allows the agency to send text-based messages to drivers
- The MDT shall track on-time performance and provide the driver with visual clues indicating performance to headways (early, on-time, late)
- The MDT shall allow the driver to play "canned" on-board announcement audio over the existing PA system
- To reduce data utilization while increasing accuracy, the MDT shall support the ability to send out-of-band packets when configurable conditions are met. The system shall send a packet:
 - When the vehicle passes through a boundary geo-fence such as a bus stop or a restricted area
 - When the vehicle stops/starts within a configurable threshold
- Upon successful logon, the MDT software shall display a pre-trip inspection screen that shall be filled in by the vehicle operator after conducting their pre-trip inspection of the vehicle (Phase II)
- Both pre-trip and post-trip inspection reports shall be sent to the central system for use by administrative and maintenance personnel. Content of pre-trip and post-trip will be determined jointly by the Agency and the successful vendor
- Integrated mobile video surveillance
 - Same cell connection/data plan
 - Real-time notification of system events (eg: silent alarm)
 - Live video streaming capabilities
 - Ability to view video / still images from base web-based CAD/AVL software console

- Wireless video downloads
- To reduce data utilization, the MDT shall support the ability to change reporting frequency (low power mode):
 - When the system detects an ignition outage, the transmission interval will slow down allowing the vehicle to continue to identify its location and status while consuming significantly less power.
 - The low-power reporting interval is configurable and can be set to a range from 10 seconds to 4 minutes.

Electronic Manifest Module

- Drivers receive manifest updates as they are made (via integrated scheduling software)
- The MDT shall provide an option for turn-by-turn directions to the next scheduled stop
- The MDT shall provide a screen to view settings and system status
- MDT shall allow driver to perform the following activities:
 - Arrive at pickup
 - Execute pickup
 - Arrive at drop-off
 - Execute drop-off
 - Execute “No Show”
 - View additional information about this trip (ex: comments as entered by dispatch)
- MDT shall record the following and electronically transfer these data to the central server:
 - Arrival time at pick-up location
 - Arrival time at drop-off location
 - Actual pickup time
 - Actual drop-off time
 - Travel time (between pick-up location/destination)
 - Odometer readings (between locations)

Driver Login Module

- The MDTs shall allow vehicle operator logon using vehicle operator ID entry, with any of these requiring the entry of an alphanumeric vehicle operator password
- The MDT shall allow the vehicle operator to logoff by selecting the logoff key
- The MDT shall “pull” the driver’s work assignment from the central server
- The MDT shall allow the driver to logout
- The MDT shall record the time that the driver was logged in

Route Assignment Module

- The MDT shall allow the driver to select which route is currently being run
- The MDT shall allow the driver to indicate that the vehicle is off duty (dead-heading)
- The MDT shall display to the driver the next scheduled bus stop (when on route)
- The MDT shall display a confirmation to the driver that the route request was accepted

On-board Ad-hoc Announcements (driver-initiated)

- Driver can select from a list of pre-compiled announcements via the MDT
- Ad-hoc announcements shall be of “normal” priority
- Ad-hoc announcements shall not disrupt a higher priority announcement that is currently playing
- If a higher priority Ad-hoc announcements shall be added to the announcements queue
- The system will audit and persist when and where drivers played on-board ad-hoc announcements

System Status & Diagnostics Module

- System status shall clearly display the current state of the on-board system health
- System status should display the cellular signal strength
- System status should show the status of the GPS signal

Integrated GPS receiver and antenna

The on-board equipment shall incorporate an integrated GPS receiver. GPS receivers shall report latitude, longitude, speed, time, and direction of travel. The GPS receivers shall be parallel tracking receivers, capable of simultaneously tracking at least four GPS satellites in the best available geometry, while also serially tracking the four next best satellites and upcoming (rising) satellites.

The GPS receiver shall have a cold start solution time of two minutes or less and a re-acquisition time of 10 seconds or less. The GPS equipment shall include multi-path rejection capabilities to help eliminate spurious signals caused by reflections of buildings or other structures. Velocity measurements provided by the GPS equipment shall be accurate to within 0.1 meters per second.

The GPS antenna shall be a low-profile unit housed in a rugged and weather tight enclosure. The GPS antenna shall be securely mounted on the exterior of the vehicle, clear of obstructions and interference-generating devices. GPS antenna location shall be determined in collaboration with CTD staff. The antenna, mounting and sealants shall be impervious to physical and chemical attack by automatic bus washing equipment.

While CTD has determined that differentially corrected GPS may provide some benefit, the cost to implement may not be an effective use of resources. Contractors may however propose differential corrected GPS at their option.

Interface with existing odometers

If Contractor proposed, the vehicle logic unit may be interfaced with the existing odometer, receiving the digital or analog signal and determining the distance traveled since the VLU was powered on. This functionality is optional and non-mandatory.

On-Board Monitoring Capability

- On-vehicle monitoring shall be performed by interfacing with engine telemetry derived from the bus ECU.
- Shall provide real-time alerts to the dispatchers and/or maintenance personnel concerning overheating, low oil pressure, over speed, idle time, ignition status, etc.
- Proposer shall supply the necessary hardware and software to interface with the ECU and communicate telemetry data and information.

Silent alarm switch and microphone

The Vehicles shall be equipped with a silent alarm switch and covert microphone operating on the separate voice radio channel. The silent alarm switch and covert microphone shall be mounted at a location agreed to by CTD. The silent alarm circuit shall be monitored by the system for opens and shorts and reported as an event if a fault is determined.

The on-board system shall detect if the silent alarm switch circuit is closed for at least one (1) second and automatically send a silent alarm message to dispatch and place the on-board devices into silent alarm mode. This includes setting the front head sign, only, to a designated emergency message and activating the covert microphone.

When the vehicle is in the silent alarm mode, there shall be no indication on any on board device other than an unobtrusive symbol or icon. When the vehicle is in silent alarm mode, the vehicle shall automatically increase the frequency of location reports.

The silent alarm mode will be configured so that it is disarmed by command from central dispatch.

WLAN Card and Antenna

If required by the contractor's proposed system, each vehicle shall be equipped with a WLAN card and vehicle-mounted external antenna, to allow bulk data transfer of data that is stored on-board under the control of the bulk data transfer support software, when vehicles are at a WLAN-equipped facility. The Contractor shall determine the appropriate number of WLAN access points needed and shall be responsible for installing the access points.

Installation

On-board Logic Units shall be replaceable as discrete units and identified by unique serial numbers. Each multi-terminal plastic plug connector shall be keyed or otherwise configured so as to prevent incorrect wiring during replacement.

Electrical power for on-board components shall be drawn from vehicle's unconditioned nominal power supply. All data inputs and outputs shall be designed to absorb "routine" intermittent low voltage, over-voltage and reverse polarity conditions, and to use inexpensive and easily replaceable components to open circuits in the event of "extraordinary" conditions (e.g., through the use of fuses, optical isolation).

Devices shall be securely mounted in the interior of the vehicle, so as to avoid blocking vehicle operator sightlines to front and side windows. The location of, and mounting method for the units shall be determined in collaboration with CTD staff.

17. ON-BOARD SOFTWARE

Logon and Logoff

The vehicle Logic Unit should allow for a single point of logon for all on-board equipment including Luminator head signs, APC system and the AVA system and other integrated devices. Contractors are encouraged to propose alternative log-on methodologies, if their system does not rely on operator input and interaction with the Vehicle Logic Unit. Whatever method is chosen the central system should recognize when the vehicle is ready to commence its assigned work, has started work and when it has completed work for the day.

CTD understands the importance of operator logon and is open to alternate approaches which can increase the reliability and accuracy of this function.

Text Messaging

The operator terminal if fitted should allow the vehicle operator to exchange canned or pre-recorded messages with the dispatch center by selecting from a set of pre-defined messages.

The operator terminal shall store unread messages received from dispatch, indicate to vehicle operators when there are unread text messages, and allow stored messages to be viewed or deleted.

The operator terminal should allow the vehicle operator to view received messages longer than a single line by scrolling. Operators should be able to acknowledge receipt of messages by a single button or touch.

Bulk Data Transfer

The on-vehicle system should support bulk data transfer wirelessly via a WLAN while the vehicle is within Wi-Fi coverage area.

On-board device software or firmware upgrades and patches, or configuration data able to be uploaded to the vehicle via Wi-Fi shall preferably use the WLAN bulk data transfer system. Where Wi-Fi is not enabled the contractor shall define the method of transferring software, firmware configuration upgrades to the on-board devices. Automatic Passenger Counting system data shall be downloaded to the central system using the Wi-Fi and WLAN bulk data transfer sub system.

18. REAL TIME PASSENGER INFORMATION

A critical component of the system will be its ability to inform our passengers about the services the CTD offers. The ideal system will organize and display the following information in a user-friendly yet comprehensive fashion:

- Internet-based live maps with pan and zoom in/zoom out capabilities with local street map and route system overlay.
- Arrival predictions for all stops in service.
- Real-time updates: maximum 30 second/desired 10 second or less frequency for position data.
- Specific interfaces tailored to mobile devices: iPhone, Blackberry, Android, with mobile accessible maps. Arrival predictions generated using mobile device GPS capabilities for Stop determination.

19. AUTOMATIC PASSENGER COUNTING

APC System

The APC system shall be integrated with the AVL system to provide CTD with time, location, and on-off counts. The APC system devices shall be designed to withstand the vibration and shock forces associated with transit vehicles. The APC system device shall be sealed against dust and water intrusion, in an enclosure and proven capable of withstanding power transients and radio frequency interference without degradation at levels that are known to exist in ordinary circumstances. Power and communications lines and the chassis may be exposed to electrostatic discharges from personnel, so the units shall be tested and proven resistant through testing in accordance with accepted industry procedures for testing computer equipment.

The APC system shall be capable of being locally configured using a laptop computer, portable programming device or wireless device. The chosen method may also be used for performing routine diagnostic maintenance.

The APC system should where possible, be interfaced with a wheelchair lift sensor, and with the number of wheelchair lift operational cycles at each stop also recorded. At each stop, a data record shall be created to record the door opening, the number of boarding and alighting passengers for each doorway and the number of wheelchair lift activations, door closing and bicycles placed on bike racks.

Each data record shall either in real time, or by post processing match the APC system data to the stop identification, trip number, route pattern, vehicle ID, time and date recorded in the central database. Data records may be stored in either the APC system, integrated vehicle logic unit, with the contractor ensuring sufficient on-board memory capacity to allow for storage of at least 72 hours of APC data. APC data stored on-board should use non-volatile storage so that a power supply is not required to retain the stored APC data records. Utility software shall be provided, for use on a laptop computer connected via a suitable (serial or Ethernet connection) to either the APC system, vehicle logic unit which supports calibration of the doorway sensors and review of stored data records.

Activated by the central system, data records shall be uploaded from the APC subsystem via the WLAN bulk data transfer system. The APC subsystem shall not erase or allow the overwriting of data records until confirmation is received from the central system that the data records were successfully received.

APC Doorway Sensors

The doorway sensors shall be designed to withstand the vibration and shock forces associated with transit vehicles and be protected against dust and water intrusion. The doorway sensors shall be proven capable of withstanding power transients and radio frequency interference without degradation, at levels that are known to exist in ordinary circumstances. All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be

installed, and shall not interfere with the operation of existing and future equipment.

Each connector in a given physical location shall be keyed or otherwise configured as to prevent incorrect wiring during installation or maintenance. Each electronically addressable component/module/subsystem shall be electronically identified by a unique serial number. The doorway sensors shall be able to count and differentiate between boarding and alighting passengers. The doorway sensors for all doorways shall be connected to a single APC gateway, controller or data logger. The doorway sensors shall enable the number of passengers boarding and alighting at each stop to be calculated, either in real time or later by post processing.

CTD expects that the accuracy of the proposed system will be within +/- 5%. System contractors shall define the expected accuracy and error rates of their proposed Passenger Counting subsystem.

Installation

APC sensors shall be mounted so as to avoid any protrusions into the doorway passage, with sealed windows for the infrared beams. Cabling to the doorway sensors shall be shielded and routed to avoid sources of electromagnetic interference, such as fluorescent lighting ballasts. The doorway sensors and APC controller shall be mounted in locations that are not accessible to the vehicle operator or transit passenger. Sensors should be factory calibrated and verified for optical alignment and sensitivity. After correct installation, on-board sensors should operate in accordance with factory settings.

Reporting

The system shall be capable of generating a wide range of analytical and administrative reports. This will allow CTD to utilize passenger count data for planning and operational purposes including real-time passenger loads displayed to users of the system. Proposers are encouraged to highlight the capabilities of their reporting systems and the benefits they will provide to the CTD.

20. AUTOMATED ON-BOARD ANNOUNCEMENT SYSTEM

AVAS System

The AVAS system shall be designed to withstand the vibration and shock forces associated with transit vehicles. The AVAS system shall be capable of being locally programmed and maintained using a laptop computer, portable programming device or wirelessly when the vehicle is in the yard or in service. This chosen method may also be used for performing routine diagnostic maintenance. All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment.

Each connector in a given physical location shall be keyed or otherwise configured as to prevent incorrect wiring during installation or maintenance. The AVAS system shall meet or exceed all Americans with Disabilities Act (ADA) requirements found in 49CFR Parts 37.167 and 38.35, as well as the requirements of the current version of the ADAAG at the time of implementation.

The AVAS controller shall provide audio and visual announcements to riders on-board and those waiting to board. As each CTD vehicle approaches a stop or other designated location, an announcement shall be automatically made over the existing on-board public address (PA) system speakers and displayed on one or two visual display units inside the vehicle to inform passengers about upcoming stops, when a stop has been requested, major intersections and landmarks.

No vehicle operator interaction shall be required to operate the AVAS. The vehicle operator shall have the ability to manually trigger the activation of any pre-recorded announcements if needed. Vehicle operator use of the on-board PA system shall override any automated announcements, but the operator should not be able to disable the automated announcement.

The location information announced/displayed shall provide the stop name, transfer opportunities and other information to be determined at a later date (e.g., nearby points of interest) stipulated by CTD.

The AVAS should be triggered by the AVL system to determine the appropriate announcements on-board the vehicle whenever the vehicle enters a "trigger zone." A trigger zone is a user-defined area that is located just prior to each stop location. For example, the trigger zone may begin 800 feet before a stop or 60 seconds before a stop as well as at predefined other locations.

Trigger zones will be pre-defined by the central software and downloaded to the AVAS. The AVAS shall be capable of making time-based, location-based and vehicle operator initiated announcements/ displays.

Time-based announcements/displays shall be programmed to be made on-board the vehicle at specific times of the day or at a set frequency within specified time periods, on specific days of the week.

Location-based announcements/displays shall be programmed to be made on-board the vehicle when that vehicle passes any designated location(s). Vehicle operator-initiated announcements/displays (e.g., safety-related announcements) shall be programmed to be made at the vehicle operator's discretion.

The AVAS shall be able to store the required announcements/displays for the vehicle's daily duty either on the vehicle logic unit, MDT or other device based on announcements of up to 20 seconds duration each. Automated announcements shall continue to operate normally when the vehicle is in silent alarm mode. In the event that a vehicle is operating off-route, the automated announcements/displays shall not be made. Once the route is reacquired, the system shall automatically determine and announce the next valid bus stop or other designated location. Off-route and on-route detection and recovery shall be automatic and not require vehicle operator intervention or action.

On Board Message Signs

As each CTD vehicle approaches a stop or other designated location, variable text as determined by the system shall be displayed on the message sign(s) inside the vehicle. Each sign shall consist of one row providing at least twenty (LED) variable characters with an overall height of at least 1-1½ inches.

The sign face and variable characters shall comply with the requirements of the current version of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) at the time of implementation, to maximize readability distance, but at a minimum should be viewable at better than 40 feet at an angle of 60 degrees horizontal and 60 degrees vertical.

Sign messages shall be readable by a person with 20/20 corrected vision within the cone of maximum intensity at up to 30 feet from the sign face under the full range of ambient illumination conditions.

Signs shall be designed to withstand the vibration and shock forces associated with transit vehicles. Signs shall be sealed against dust and water intrusion, certified in compliance with the IP44 standard (or better).

Signs shall be proven capable of withstanding power transients and radio frequency interference without degradation at levels that are known to exist in ordinary circumstances.

All equipment modules, cables, mounting hardware and connectors shall be designed to withstand the full range of operating environments found in the areas in which they are to be installed, and shall not interfere with the operation of existing and future equipment. Each connector in a given physical location shall be keyed or otherwise configured as to prevent incorrect wiring during installation or maintenance.

Installation

On-board visual displays shall be installed so as to be visible from a seated or standing position from any location within the vehicle passenger compartment. Actual location of Dynamic Message Signs (DMS)

installation shall be agreed by the CTD staff for each vehicle type.

21. CENTRAL SYSTEM

General

All software shall use a Commercial Off-The-Shelf (COTS) relational database management system (RDBMS) for all database applications.

All software shall provide a comprehensive purge capability that minimizes database storage requirements and purges archived records from online storage, so as to sITSfy CTD records management policies. The Central Back Office application software will be the interface for administration, management and, operations staff to view and monitor the operation of the bus system.

The Back Office system shall integrate with and store all operational data including; timetable, schedule, trip, route, timing point, bus stop, and vehicle information and will collect and compare data from the AVL system to provide the necessary functionality.

- **Schedule and Route Adherence** - the System will use the information from the AVL System to alert the Dispatcher when vehicles deviate from established routes and schedules, service interruptions, vehicle breakdowns and communication gaps based upon user defined parameters. The schedule and route adherence alarms must be presented in real time. The Dispatcher will be able to clear as well as set and control all alarms.
- **Incidents** – the System shall be capable of presenting and storing system-generated Operational alerts along with the manual entry of user-defined incidents such as switchouts, passenger incidents, and accidents. The ability to allow user-defined incidents is crucial for the desired interface with our TransTrack Business Intelligence System. It is also desired that these incidents be categorized as either a new incident or a follow-up/update to one already entered. As many of these incident types will require timely notification to appropriate staff, we desire the capability to automatically send email and/or SMS text messages to appropriate staff members based on incident type.
- **Automatic Vehicle Monitoring** - the System will display all vehicle locations on a geographic map of the CTD transit service area.
- The vehicle location map shall allow the user to click or hover over a vehicle icon to view more detailed information in real time. Vehicle icon shape and color on the map will indicate the vehicle status and vehicle type. The icons should be user definable to allow for future types of vehicles in the vehicle inventory. The reported locations will be accurate within 10 meters and shall be updated based on user defined intervals (preferably one minute or less).
- **Vehicle Arrival Forecasting** - real time vehicle arrival times will be available to passengers via the website for every bus stop serviced by CTD.
- **Operational Hours** - the entire System will be available for customers 24 hours per day, 7 days per week. There will be no more than one hour unplanned system down time per calendar quarter including all devices and /or subsystems.
- A draft Service Level Agreement should be included in the contractor's proposal detailing proposed fault remedy response times.
- **Data availability** - Management and Supervisory users shall have the ability to view and query "live" data collected over a rolling minimum of ninety (90) days and to view/query consolidated data archived for a period not to exceed five years from contract completion and acceptance by the CTD.

- At a minimum, the CAD/AVL system should:
 - Track AVL equipped transit vehicles; reporting; displaying to system users; and recording for real time/historical use; the following data:
 - vehicle identification
 - vehicle location and time of update
 - driver initiated alarms
 - Contractors should describe how their system caters to the following requirements: the frequency at which vehicle locations are updated, whether the location update parameters are user configurable, and what and, how other data may be collected from the vehicle, displayed and stored. Contractors should define how their system interfaces to third party scheduling and rostering systems, and GIS Mapping solutions.
 - Contractors must describe in detail how their tracking solution will deliver predictive arrival information to the proposed On Street Signs, and Web site and vehicle arrival prediction accuracy.
 - How often predictions will be updated and delivered to the signs and Web site.
 - What other distribution options are available from the contractor and their relative merits.
 - Provide dispatch and management system users with a choice of GIS Map based, and tabular/textual format views of all vehicles being tracked.
 - Uniquely identify each vehicle being tracked.
 - Identify vehicles in "alert" condition.
 - Display Schedule adherence for every vehicle.
 - Display Route adherence for every vehicle.
 - Display latest vehicle position and time.
 - Support user definable choice of icons/colors.
- Allow users to view:
 - Multiple vehicles on a map.
 - Single vehicles on a map.
 - Single vehicle on individual route pattern.
 - Multiple vehicles on individual route pattern.
 - Last known position of all vehicles at a user defined time (hh:mm).
- Alert users to system faults.
- Contractors must describe how their proposed system caters to these requirements, what parameters are users configurable, and how information will be presented to system users.
- Collect performance information on each vehicle and store in a database supporting creation of performance reports including:
 - Schedule adherence.
 - Time point travel times.
 - Trip Travel Times.
 - Passenger Count On/Off at each stop.

- Emergency events.
 - Vehicle and driver identity.
 - Date/time of alarm.
 - Type of alarm.
 - Event Clearance information.
- Vehicle communication problems such as date/time of lost contact date/ time regained contact.

The Contractor shall be responsible for resolving any compatibility issues between software and any other existing installed software. The contractor shall implement all applicable and available software upgrades and patches during the implementation and warranty periods, and be responsible for resolving any compatibility issues with other parts of the overall system due to such upgrades or patches.

Proposals must identify how the product(s) is/are licensed, as well as how many seats of the product(s) are being recommended, the type and cost of each product (cost shall be indicated on the Pricing Proposal Form), and the annual support cost (also shall be indicated on the Pricing Proposal Form).

Proposals must offer descriptions and pricing options for the full range of technical support agreements alternatives offered. Proposals must describe the Contractor's support system (e.g., website, remote, help desk, phone or other), the exact hours of support, and any/all fees associated with the support (indicate fees on the Pricing Proposal Form).

22. COMPUTER AIDED DISPATCH/AUTOMATIC VEHICLE LOCATION (CAD/AVL) SOFTWARE

General

The CAD/AVL software shall be installed and initially provide user access to a minimum of five (5) concurrent users that allows authorized workstations on the CTD network to access the CAD/AVL software, with location tracking, schedule adherence monitoring and location playback functionality only, without needing to have the full application software installed on the workstation.

Vehicle Dispatch Assignment

The system shall log all outgoing and received data in a real time database, including date/time, vehicle number, route number, trip number, and odometer reading (if enabled), GPS location latitude and longitude. Consolidated data should be regularly transferred to a historic database for archival purposes and stITStical analysis.

The historical database shall be read-only. Historical data shall be available in a format that is directly accessible by or importable into common database management and analysis tools.

In addition to on bus logon the system shall be capable of central assignment of vehicles to Blocks, Trips/Runs, and shall not necessarily require vehicle operators to activate the system.

It is CTD's desire that the system log-on error rate be less than 5%, CTD recognizes that reliance on bus operator system log on can be prone to error. Contractors are encouraged to propose alternative, proven methods that will ensure vehicles are recognized by the system as having logged-on.

Location Tracking

The system shall display on the map the last reported location for all vehicles, using an icon indicating route direction and labeled with the vehicle ID, route ID or Block ID as selected by the user. The display shall provide an indication if the last reported location is older than the current reporting interval.

Route and Schedule Adherence Tracking

Based on configurable thresholds, the system shall use the reported vehicle location data updates to determine schedule adherence data to designate when vehicles are "early," "late" or "on time." Based on thresholds configurable by CTD, the system shall designate when vehicles are deemed off-route.

The system shall highlight to the dispatcher those vehicles that are operating early, late or off- route, using tabular and map displays to indicate their current schedule and route adherence status. The tabular display entries and the map display symbols for these vehicles shall use distinct and configurable color codes for early, late and off-route status.

The system shall provide a real-time output of the current location and schedule adherence for all fleet vehicles, for use by the next stop prediction software. The Contractor shall describe how this functionality is met by their proposed system.

Location Playback

The dispatcher shall be able to review on the map display the chronological sequence of reported locations for a specified vehicle over a specified time period. The software shall provide controls to view the entire sequence of reported locations for the selected time period or to step through the sequence incrementally forward or backward.

Messaging

The system shall allow the dispatcher to view received messages in a tabular display that also indicates the vehicle ID and the time of the message. The system shall allow the dispatcher to send a message to a single vehicle, a predefined group of vehicles, all vehicles within an area selected or all vehicles operating on the same route.

The system shall allow the dispatcher to select one of a set of predefined messages or enter a free text message. The system shall allow for any message sent by dispatch to be flagged as requiring vehicle operator acknowledgement, and shall allow the dispatcher to view a list of such messages that have not yet been acknowledged.

Silent Alarm Handling

The system shall notify the dispatcher that a silent alarm message has been received using a CTD-approved user interface visual method.

There shall also be a CTD-approved audio notification method, which CTD shall be able to configure as on or off. The system shall not allow the dispatcher to send voice or data transmission to a vehicle in the silent alarm mode.

In voice mode, the vehicle shall be capable of sending updated location information more frequently than once every minute should the vehicle move more than a defined distance from when the alarm is activated. The system shall allow the dispatcher to command the on-board logic unit to activate covert microphone transmission using the vehicle voice radio, only when the vehicle is in the silent alarm mode.

The system shall allow the dispatcher to command the VLU to terminate the silent alarm state.

Data Logging and Retrieval

Information storage and retrieval requirements fall into two (2) categories the real time information and the non-real-time information. Real-time information is that which must be processed when available and upon which a particular and immediate course of action may be dependent. Non-real-time information is that which is either static, not in a constantly changing state, or which can be processed offline, after the fact.

The proposed system shall have capabilities for processing both real-time, and non-real-time information as appropriate and for being able to store and retrieve such information. All real time vehicle location and status

data transmitted to the central system shall be maintained online for immediate retrieval, analysis, display and printing. This information shall include all data transmitted from vehicles to dispatch (logon/log-off data, emergency alarms, vehicle system alarms, location data, and data transmitted from other equipment, such as APC system on-board the vehicles). The online data storage system shall ensure data integrity in the event of a computer disk drive failure.

In addition, the system shall include a means of archiving transaction data, while the system is in operation. It shall not be necessary to shut down the database to perform a successful transfer to a historical information database. Historical information may be consolidated to store timing point data rather than every location update in order to conserve storage requirements.

Historical data shall be read-only with modification permitted only to individual pre-defined fields.

On-Board Device Alarm Monitoring

The system shall display all alarm messages received from on-board devices to the dispatcher using a tabular display, and shall display a modified vehicle icon on the map display when an alarm condition is in effect.

Mobile Data Communication Gateway Software

The system shall be interfaced with the mobile data communications gateway support software to exchange data in real-time with vehicles.

Bulk Data Transfer Support Software

The system shall be interfaced with the bulk data transfer support software to exchange bulk data with vehicles while they are in range of the WLAN.

Unprocessed Data

Unprocessed APC data received from vehicles shall be stored without alteration in database tables. The system shall retain unprocessed APC data after post-processed APC data has been developed for a minimum period to be defined by CTD.

Post-processed Data

The system shall associate each unprocessed APC record with the correct nearest stop, based on an algorithm that uses the recorded GPS latitude and longitude, the route, and the stops assigned to preceding and following data records.

If the latitude and longitude recorded for a stop are not within 160 feet (approximately 50 meters) of a stop on the current route, a stop ID shall not be added to the data record. The system shall initially flag in the unprocessed data (1) any "outlying" data; (2) instances where the calculated vehicle occupancy becomes negative; and (3) instances where the total number of boardings and alightings over the course of a route are not equal. The software shall allow the user to set and adjust parameters controlling the automatic flagging of "outlying" data.

The system shall store the post-processed version of the APC data received from vehicles in a database table.

Interfaces

All database tables shall be made available in a compliant format, with the data dictionary provided to CTD, so that CTD can import this data for analysis and reporting purposes into a common database management and analysis tool (e.g., Microsoft Access, Excel). Contractors may propose an alternative solution for analysis and report extraction.

23. AVA MANAGEMENT SOFTWARE

Announcement preparation

The system shall allow the user to create on-board next stop announcement text messages, using Text-to-

Speech (TTS) functionality and associate these with a specific stop.

Trigger zone configuration

A trigger zone is a user-defined area that is located just prior to each stop location. The system shall provide a utility that allows the user to configure next stop announcement trigger zones on a global basis (e.g., 500 feet before each stop) and set or adjust trigger zones individually by stop.

In addition to defining the trigger zone geographical area, the utility shall allow a system action such as an advertising message to be defined for trigger zone entry or exit.

24. MOBILE DATA COMMUNICATION GATEWAY SOFTWARE

Data message processing

The gateway shall ensure that the specific mobile data communications method used is transparent to the server and application software implemented.

Mobile data communications system shall incorporate a firewall and authentication security services to ensure that messages and data can only be exchanged with the designated bus.

25. PARATRANSIT SCHEDULING SOFTWARE GENERAL REQUIREMENTS

- Information regarding individual riders shall include, but not limited to:
 - Full name
 - Home address
 - Mailing address
 - Phone numbers (Cell/Work/Home/Email)
 - Birth date
 - Demographic information (Gender, Race, Family Size, Income Range, Fall Risk, etc.)
 - Eligibility type and dates (start & end)
 - Special needs (hearing impaired, visually impaired, needs driver assistance, etc.)
 - Mobility types (wheelchair, scooter, walker, lift only, oxygen bottle, etc.)
 - Personal Care Attendant and/or service animals used
 - Emergency contact information (address, phone, relationship)
 - Referring agency information (address, phone, name)
 - ADA eligibility code & date issued
 - ADA eligibility limitations
 - Rider loading(dwelling) times
 - Funding source/program
 - Additional notes (public & private)

- Information regarding individual bookings shall include, but not limited to:
 - Date or recurrence type
 - Name of rider
 - Pick-up/destination locations
 - Scheduled pick-up time (with appointment time if necessary)
 - Return type (round-trip, one-way, callback, etc.)
 - Pass/payment type and fare(s)
 - Funding source, or program
 - Trip purpose (medical, shopping, work, etc.)
 - Care attendant, escort, service animal, mobility devices used, etc.
 - Number of companions if applicable

- Digital map display of trip, miles, duration and directions
- Additional trip notes
- Scheduling functionality shall include, but not limited to:
 - Calculates distances and displays route/run flow on a digital map
 - Assign runs based on drivers and vehicles (manually or computer-assisted)
 - Ability to mark vehicles as Out of Service for a period of time. Out of Service vehicles shall be prohibited from being assigned to a driver/schedule.
 - Create schedules at least 30 days in advance for demand-response and subscription rides
 - Make real time calculations based on distances, average run times, etc.
 - Ability to add notes to any ride on a schedule
 - Ability to mark the rider as a “no show”
 - View scheduled rides for a specific rider
 - View scheduled rides for a day
 - Continuously updates all trip statuses throughout the day
 - Easy to read trip manifests/schedules (if needed)
 - Ability to sort and dynamically filter the master trip sheet
 - Customize trip colors by status (dispatched, picked up, dropped off, cancel, no-show, etc.)
 - Ability to batch schedule all open work not assigned (batch scheduling)
 - Ability to provide a list of feasible runs for any ride (computer-assisted scheduling)
 - Ability to quickly override any batch or computer-assisted run assignment
- General system functionality shall include, but not limited to:
 - Ability to track funding sources, vehicle data, and driver information
 - Ability to track driver training and accidents
 - Ability to track vehicle maintenance work and fuel entries
 - Ability to track unmet need and cancellation reasons
 - Ability to track driver employment and licensure data
 - Support vehicle capacity data, including convertible seat vans
 - Stores riders frequent drop off/pick up locations
 - Ability to view current subscription rides
 - View any location, stop, trip, or entire run on a digital map.
 - Create templates for repeat trips allowing for quick assignment/routing
 - Automatic client look-up feature
 - Stores rider trip history
 - Establish a tiered level of accessibility for drivers, dispatchers, and supervisors
 - Advanced search for client records within seconds
 - Enter subscription rides by using an easy selection process. For instance: regular schedules on Monday, Wednesday, and Friday; rather than every day of the week
 - Advanced subscription modes (every other Thursday, first Monday of every month, etc.)
 - Ability to make exceptions and cancellations to subscriptions without affecting the regular rides
 - Ability to track user actions with timestamps (created, last modified, etc.)
 - Ability to track complex trip fare structures (fixed fee, per mile, custom, mileage ranges, zones and combinations thereof, etc.)
 - Support the management of frequent destinations

- Reporting metrics shall include, but not limited to:
 - Must be able to report number of rides based on age and mobility type of rider, reason for trip, cancellation type, and no-show shows for any custom date range
 - Trip (cancelled, unmet need, no-shows, trip count, callback lists, etc.)
 - Productivity (trips per hour productivity, trip distance productivity, etc.)
 - Operational (NTD compliant, FTA compliant, daily operations, etc.)
 - Service (vehicle miles, passenger miles, service miles, deadhead miles, revenue miles, etc.)
 - Time (driver hours, service hours, deadhead hours, revenue hours, loaded hours, etc.)
 - On-time performance analysis by driver and time period
 - Program/funding source breakdown summary by vehicle, driver, and route
 - Options to create your own reports/queries
 - Ability to export data in multiple formats: PDF, Excel, CSV, etc.

26. WIRELESS LOCAL AREA NETWORK

Hardware

The WLAN shall provide mutual authentication to ensure that only authorized vehicles and access points can participate in the WLAN. The WLAN shall employ supplementary encryption for all WLAN communications using a dynamic session encryption key.

The WLAN shall have the capability to communicate in both point-to-point and point-to-multipoint configurations. The interface between the WLAN and the rest of the CTD network shall be protected by a firewall with port and IP address filtering.

Installation

The WLAN shall include multiple access points to ensure the vehicles have sufficient coverage to achieve the following:

- a) Ensure performance data from the vehicle to the fixed end is uploaded daily.
- b) Ensure updates from the fixed end to the vehicle are downloaded at the next available opportunity to communicate with the bus.

The selection of access point installation locations shall be coordinated with and acceptable to CTD staff, providing for (1) ready access for maintenance, (2) protection from vandalism, and (3) protection from accidental damage.

Bulk data transfer support software

The bulk data transfer software shall use file transfer software and a WLAN to complete a daily bulk data transfer process when each vehicle is at the CTD facility. The bulk data transfer system shall be capable, at a minimum, of the following tasks: (1) download software updates/patches for on-board devices; (2) download all updated schedule and trigger zone locations data required for operation of the MDT fixed route application software; (3) upload APC data; and (4) download updated trigger zones locations and announcement sign messages for automated annunciation systems on-board announcements.

The software shall be configurable to determine frequency and types of data transfers. The bulk transfer system shall automatically initiate WLAN communications with any vehicle once it arrives within communications range of the bulk data transfer system at the CTD facility, without any vehicle operator interaction being required.

Once WLAN communications is established with the vehicle, the bulk data transfer system shall automatically initiate all required file transfers.

A validation process shall ensure multiple attempts are made to complete all required file transfers until acknowledgement has been received that the file transfer was successfully completed.

27. PREDICTIVE ARRIVAL SYSTEMS

One of the main outcomes of this procurement is to acquire predictive arrival information for every bus stop in the CTD transit system. This information will be made available to passenger via the Internet, mobile device(s), telephone based system.

28. CENTRAL ARRIVAL INFORMATION DISTRIBUTION

The central system shall combine vehicle location data from the CAD/AVL system with other relevant data to continuously update predictions on when the next vehicle will arrive at each stop.

CTD requires proposers to submit in their proposals a description of the algorithm(s) that would be utilized to determine next bus arrival predictions, including the data used as input and the outputs provided.

The percent error for next vehicle arrival time predictions at a given stop shall be calculated as: absolute value of (predicted time to next arrival minus observed time to next arrival) divided by (observed time to next arrival). For example, if the observed time to next arrival was 7 minutes relative to a predicted time to next arrival of 8 minutes, the percent error would be 1/7 (i.e., 14%).

The system shall provide current next vehicle arrival information to the signs through an automated process at an update rate to each sign of at least twice per minute.

The system shall detect when the current next vehicle for a stop arrives within the defined stop zone and command the sign to change the message to indicate that the vehicle is "due". The system shall detect when the current next vehicle for a stop departs the defined stop zone and clear that vehicle from the display within a 30 second period. After previous message clearing, the system will automatically change the displayed data to reflect the next vehicle arrival.

Messages about arrival predictions where multiple routes approach a stop, or additional text messages, shall be displayed on multiple sign rows where available or in an alternating manner for a single row sign. The system shall allow the user to adjust the time period for which each part of an alternating message sequence is shown. The system shall display any alarm messages received from the signs to the dispatcher using the tabular display.

29. MOBILE VIDEO SURVEILLANCE HARDWARE

- The DVR shall record 8 video channels simultaneously, switching systems are not acceptable;
- All 8 channels shall be capable of recording in HD simultaneously;
- The DVR shall record a separate audio channel with each video channel;
- The DVR shall support data storage on 2.5" mobile ruggedized hard drives;
- The DVR hard drive shall connect to a PC or laptop via a USB cable;
- The DVR shall provide a "One Touch Download" feature to download recordings with a single key press;
- The DVR shall be able to transfer recorded video and audio to a removable USB Flash drive;
- It shall be possible to prioritize alarm video segments (up to 5 levels) for auto download to the USB port;
- It shall be possible to use the USB port as a mouse port for operation and setup of the DVR;
- The DVR shall have a front-mounted SD card port which records a removable copy of alarm event video; This removable copy shall be in addition to the copy stored normally on the DVR hard drive;
- The DVR shall be capable of both vertical and horizontal mounting, including under-mount;

- The DVR shall use h.264 video compression for all channels;
- The DVR shall provide Selectable Resolution: CIF (352X240), 2CIF (720X240), or D1 (720X480) (3 settings);
- The DVR shall provide Selectable Frame Rate: 1, 2, 3.75, 5, and 7.5,10,15,20,25,30 frames per second per channel;
- The DVR shall provide full D1 (D1 @ 30 fps) on all channels simultaneously (240fps @ D1 total composite frame rate);
- The DVR shall provide selectable quality settings on each channel: 1-9 (9 settings);
- The DVR shall provide resolution, frame rate, and quality settings configurable independently for each video channel;
- The DVR shall provide dual stream encoding – configurable low-bandwidth sub-stream for 3G/4G viewing;
- The DVR shall show predicted record time displayed in user interface;
- The DVR shall provide automatic hard drive overwrite or write-once modes – user selectable;
- The DVR shall provide alarm event tagging for automatic/manual download and to provide fast access to alarm events during playback;
- The DVR shall provide alarm triggering based on panic button, input (brakes, stop arm, etc. - up to 8 total), vehicle speed, acceleration (collision, hard braking, etc.), or J1939 data;
- The DVR shall provide alarm video protected from overwrite. The protection shall be selectable for 0, 3, 7, 10, 15, 20, 30, 45, or 60 days, or continuously protected;
- The DVR shall provide increased frame rate on alarm occurrence: up to 30 frames per second;
- The DVR shall provide vehicle data, including inputs, speed, acceleration, and GPS coordinates stored continuously with video at all times – “black box” data recording functionality;
- The DVR shall provide time stamp, vehicle ID, camera names, and vehicle data permanently embedded in video data as metadata – no video shall permanently obscured by text;
- The DVR shall provide audio, video, and vehicle data stored fully synchronized in a proprietary tamper-resistant file format with no known editing method to assure the integrity of video evidence chain of custody;
- The DVR shall include an infrared remote control with 2 AAA batteries, mounting brackets with hardware, 2 hard drive module keys and bilingual warning stickers;
- The DVR system shall provide a fully regulated power supply for error free operation with any input voltage in the range from 8VDC to 30VDC;
- The DVR system shall provide a power supply that is fully protected against overvoltage, transients, and reverse-polarity;
- The DVR system shall provide low-voltage cutoff with automatic restart;
- The DVR system shall provide a programmable system wake feature which allows the DVR to turn itself on even when the bus ignition is off and power is turned off;
- The DVR system shall provide programmable off delay configurable from 0 to 9 hours and 59 minutes;
- The DVR system shall allow the DVR to be switched on/off automatically by vehicle ignition, schedule, or logical combination of both (user selectable);
- The DVR system shall provide seven day schedule with two adjustable ranges per day;
- The DVR system shall provide a low power mode for reduced power consumption during scheduled and timer based video archiving through a network;
- The DVR system shall provide 12-14 gauge pre-terminated power cable as standard;
- The DVR shall be no larger than 9.2 inches wide by 9.0 inches deep by 3.4 inches high including mounting hardware;

- The DVR system shall have an operating temperature range of at least -40°C to 65°C;
- The DVR system shall have no cooling fans or air moving devices other than free convection;
- The DVR system shall have an industrial, extruded aluminum chassis for cooling and vandal resistance;
- The DVR system shall have an all metal chassis construction;
- The DVR system shall have all connectors be locking type to prevent disconnection due to shock, vibration, etc;
- The DVR system shall have all cables attach directly to the DVR with no breakout signal cables and/or boxes required;
- The DVR system shall have no active controls on the front panel of the DVR to be tampered with or damaged;
- The DVR system shall allow top (under-seat), bottom (floor), or vertical mounting using the included brackets;
- The DVR system shall require no additional shock and vibration protection and may be hard-mounted directly to the vehicle chassis;
- The DVR system shall have optional 16 gauge steel lock box with key-lock and piano hinged door;
- The DVR system shall have optional removable rear end panel to protect the DVR cables from damage and/or intentional disconnection;
- The DVR system shall have optional removable front end panel to protect DVR face;
- The DVR system shall have analog audio/video outputs on front panel for local configuration and video review;
- The DVR system shall have 8 sensor inputs for connection to vehicle signals for data recording and alarm / event detection;
- The sensor inputs shall have individually configurable sensor input names as well as common presets;
- The sensor inputs shall be individually configurable as active high (switch positive) or active low (switched ground) in firmware;
- The sensor inputs shall be individually configurable as marked events or protected alarms;
- The DVR system shall have a J1939 interface for connection to in-vehicle network;
- The J1939 interface shall Record vehicle speed, brakes, etc. direct from vehicle network;
- The J1939 interface shall include event detection and diagnostics from J1939 data – alarm/event detection of excessive vehicle idling, low tire pressure, etc. (custom function – will dependent on make/model/options of vehicle);
- The DVR system shall have an analog speedometer input with user selectable sensitivity and calibration;
- The analog speedometer shall have displays available in MPH or KM/H;
- The analog speedometer shall provide for manual or automatic calibration;
- The analog speedometer shall provide configurable high and low speeds as marked events or protected alarms;
- The DVR system shall have 8 camera inputs with video, audio, power and ground on a single locking connector;
- The DVR system shall have a total of 2 Ethernet ports (RJ45 – 10/100 BaseT) on the front and one on the back of the unit for expansion (Wi-Fi, 3G, etc.), local configuration, video review, and archiving (optional);
- The DVR system shall have an optional panic button to allow driver/user to easily tag events in the recorded video;
- The panic button shall include an external record indicator to display system status to the driver/user;
- The panic button indicator shall be capable of indicating any of the following:
 - Blind Camera

- Video Loss/Camera Fault
 - HDD Fault
 - System Fault
 - Protected alarm video on HDD
 - Alarm video on HDD
 - Panic alarm in progress
 - Speed alarm in progress
 - Acceleration alarm in progress
 - Input alarm in progress
 - Fault alarm in progress
 - Motion alarm in progress
- The DVR system shall have an optional GPS module for continuous recording of vehicle location, heading, and speed, as well as configurable and automatic time and date synchronization;
 - The DVR system shall have optional external 3-axis 8G accelerometer/inertia sensor for data recording and detection of hard braking, accident detection, etc;
 - The accelerometer shall allow each axis to be individually configurable for G force threshold;
 - The accelerometer shall allow each axis to be individually configurable as marked events or protected alarms;
 - The accelerometer shall allow for calibration (zeroing) of unit after installation in vehicle;
 - The DVR system shall have provisions for attaching an optional Drivers Display Module for diagnostics display, data entry, and messaging;
 - The DVR system shall have provision for an optional Output Module for connection to third party systems (AVL, etc.) for status and fault reporting, etc;

DVR Hard Drive Requirements

- The hard drive module shall be a removable, locking hard disk drive (HDD) housing with 2.5 HDD with up to 1TB capacity options available.
- The hard drive module shall provide shock and vibration dampening fully integrated into HDD housing.
- The hard drive module housing shall be constructed of metal.
- The hard drive module shall have an integrated heater for operation down to -40°C.
- The hard drive module shall have a USB 2.0 port on HDD housing for direct connection to a host PC – no docking station required.
- The hard drive module shall have a key-switch on the HDD housing to lock the USB port to prevent unauthorized access to the HDD contents and assure integrity of video evidence.

DVR Network Requirements

- The DVR system shall provide an optional integrated 802.11a/b/g/n (Wi-Fi) internal to DVR wireless card (factory option).
- The Wi-Fi factory option shall provide WEP, WPA, & WPA2 Encryption options.
- The DVR system shall provide optional 3G cellular wireless router for remote monitoring with a variety of data plans.
- The optional 3G cellular router shall provide dual stream live view video and audio – full or reduced bandwidth stream for efficient 3G/4G operation.
- The optional 3G cellular router shall integrate with web based vehicle tracking.
- The optional 3G cellular router shall provide mobile wireless internet access.

30. WEBSITE

Contractor should allow interface with CTD's web site to provide "real-time" information to the Public. The website shall allow customer to choose a stop and display the next arrivals for route(s) serving that stop.

31. PROJECT MANAGEMENT

General

Contractor shall, for all deliverables, include the filename in the document footer and include in the filename the file release date. The Contractor shall prepare all deliverables in described in this section in both Microsoft Office (Word, Excel or PowerPoint) and Adobe PDF formats, with CTD granted full rights to reprint as needed.

The major documents to be produced are as follows with descriptions of their content and the processes used to develop them are as follows:

- Project Schedule
- System Requirements Document
- System Design Document
- Installation and Test Plan

Project Schedule

The Contractor is required to develop and maintain a detailed Project Schedule that incorporates the major milestones listed below in this section of the Scope of Work. The contractor's sequencing of tasks should be flexible enough to accommodate modifications in Scope or changes in the timelines such as early completions or delays that would normally be expected in a multi-stage deployment.

Kick-Off Meeting

CTD will hold a "kick-off" meeting with the contractor within one week from the Notice to Proceed for the Project. The contractor shall attend the kick-off meeting and shall also ensure any subcontractors and their appropriate personnel are present at the meeting. The administrative and technical aspects of the Project will be discussed at the kick-off meeting. Prior to the kick-off meeting, the CTD Project Manager will provide an agenda to all potential meeting participants.

The Contractor shall submit a Project Schedule within 10 days from the kick-off meeting that explains its proposed methodology to completing the Project scope and its approach to work including design, customization of software, implementation, training and on-going support. The project schedule shall be in sufficient detail to demonstrate the contractor's clear understanding of the Scope of Work.

Requirements Gathering (System Requirements Document)

The Contractor shall conduct one or more system requirements review meetings with CTD staff. The purpose of the requirements review is to review the preliminary system requirements contained in this specification, to ensure the documented requirements reflect the current knowledge of the customer and market requirements, to identify requirements that may not be consistent with product development constraints, to create and develop the System Requirements Document, and to put this document under version control to serve as a stable baseline for continued development of the system requirements.

Following the requirements gathering process, CTD will arrive at a decision on whether to deploy each of the available optional items covered by this Scope of Work and the contractor's proposal. The contractor's cost proposal shall be valid for a minimum of 180 days from the solicitation closing date, and CTD reserves the right to select additional option items for deployment at a future date, subject to negotiation with the contractor.

Finalization of the System Requirements

The Contractor shall incorporate any optional functionality selected by CTD into the System Requirements Document and submit to CTD for written approval. Upon approval the System Requirements Document shall be the basis for the development of the System Design Document.

Design Process and Unstructured Testing (System Design Document)

The Contractor shall conduct a series of software “walkthroughs” to serve as progress reviews and to solicit and obtain inputs from CTD during the development and customization of the ITS. The intent of these design reviews is to help ensure that the final product will meet CTD technical and operational requirements specified in the System Requirements Document and to develop the System Design Document.

This approach shall also ensure that CTD is familiar with the product thus expediting the testing process. Periods of informal testing shall be permitted to be witnessed by the CTD staff to verify proper design of the ITS under development by contractor. These “unstructured” tests are not specifically included in the approved test procedures.

Software Development (Customization of the Software)

To the extent that customized software development for the proposed Intelligent Transportation System is needed, the contractor shall establish and maintain an effective software design and development process to ensure compliance with the specifications of this Scope of Work.

Content of the System Design Document

The System Design Document shall include the following materials: (1) an overview of the equipment, system and configuration proposed for implementation; (2) detailed technical documentation for each equipment item; (3) detailed technical documentation on all software, addressing the functions of each module, the format of all user interface screens, the format of all reports, the data fields to be included in all data exchange interfaces and any other software aspects warranting advance agreement with CTD prior to system customization/configuration; and (4) a table detailing the approach taken in the design to address each individual requirement in the System Requirements Document.

Approval of System Design

Toward the end of the design process, the contractor shall arrange for a final design review meeting that shall include an update of all of the design activity to date and presentation of the System Design Document to CTD for written approval. All major subcontractors and key personnel shall attend the presentation. Approval of the System Design Document will allow the contractor to complete its customizations of the software to an approved specification. Any unapproved modifications and implementation efforts conducted before the approval of the System Design Document will be at the contractor’s own risk.

Installation and Test Plan Document

After approval of the System Design Document, the Contractor shall prepare and submit an Installation and Test Plan Document that shall become the governing document from which all elements of the System will be installed, tested and verified.

More detailed installation drawings and test procedures will be developed throughout the Project lifecycle and shall conform to the framework of the Installation and Test Plan.

The Contractor shall submit the Installation and Test Plan Document for written approval from CTD prior to undertaking any installations. They shall provide text, Catalog cut sheets, diagrams, drawings, illustrations and images using adequate detail to allow for quality installation by a technician without further training in conjunction with other installation instructions provided by the contractors of individual equipment components.

It shall include details on:

1. Rate of installation (completed buses per day)
2. Composition of installation crew(s)
3. Approximate dates at the facility
4. Cutover scheme

5. Asset/Inventory accounting
6. Equipment installation locations/mounting
7. Routing, conductors, color-coding, labeling, and connectors for power, communications and vehicle ground circuits
8. Connections with, any required modifications to and restoration of existing infrastructure
9. Work area and equipment storage requirements
10. Methods and quality standards
11. Supervision and quality assurance procedures

32. GENERAL INSTALLATION REQUIREMENTS

CTD will require a successful demonstration of all ITS components on the first vehicle as described earlier, before installation sign off will be granted. Installations shall be performed on days and times agreed to by CTD and the Contractor. (See Exhibit A for list of vehicles and equipment and Exhibit B for schematic).

At the request of the Contractor and with no less than two days advance notice, CTD may permit installations at other times. The contractor shall install and configure the entire system, including CTD-provided computer hardware and integration with existing systems.

The contractor shall provide all necessary personnel, tools, test equipment, transportation, hardware, freight, materials and supplies for the successful and complete installation of all equipment and software, as approved by CTD. The contractor shall be responsible for their own and subcontractors' performance and safety. Installations shall be performed in accordance with all Federal, State and Local laws and regulations.

The Contractor shall supply any electrical equipment necessary to operate system components using existing DC electrical power available on CTD vehicles and existing AC electrical power at fixed facilities. If existing power arrangements are unsatisfactory, the Contractor must specify any proposed alterations.

CTD reserves the right to allow no more than 10% of its vehicle fleet to be out of service within any given 24 hour period to accommodate vehicle installations. CTD also reserves the right to when necessary; allow less of its vehicle fleet to be out of service if needed in order to avoid disruption to revenue service requirements in conjunction with maintenance requirements.

The Contractor shall ensure that all vehicles made available for overnight installation work are ready for revenue service by the start of the next day. The buses must be fully functional including radio capable when returned to service.

The capabilities or availability of existing infrastructure affected by or to be integrated into the new system, such as the CTD LAN, WAN and WLAN facilities, shall not be reduced at any time by system implementation.

The Contractor shall only be authorized to undertake installations after CTD written approval of a pre-installation inspection documenting the existing condition of any existing infrastructure that may be affected by the installation.

The Contractor shall be responsible for the security of equipment prior to installation. CTD will provide space for the contractor to establish secure storage facilities adjacent to each installation area.

CTD will provide space for central system installations and vehicle installations. CTD will provide light and electrical service at all installation locations, as well as access to compressed air at vehicle installation locations. CTD will provide sufficient staff to move vehicles to and from the installation locations. CTD will complete agreed upon modifications to existing infrastructure required to support the installations.

The Contractor shall prepare all deliverables in both Microsoft Office (Word, Excel or PowerPoint) and Adobe PDF formats, with CTD granted full rights to reprint as needed. The contractor shall for all deliverables include the filename in the document footer and include in the filename the file release date.

33. AVL INSTALLATION SCHEME

The Contractor shall design an installation scheme for the AVL equipment that will optimize the operation,

service life, reliability, availability, and maintainability of the equipment without interference to passenger movement or driver functions. The contractor shall consider the following information when designing the equipment installation scheme for the AVL equipment:

- The only electronic installations that have remained dry are those above the floor level of the bus.
- The location(s) on the buses proposed by the contractor for installation of AVL components shall operate reliably in the bus environment with its susceptibility to vibration, shock, electromagnetic interference, water, and bus cleaning operations. Methodology shall be submitted to CTD for review and approval, as part of the Installation and Test Plan Document.
- Security of bus communication components and equipment is a continuing problem; therefore, every exposed AVL component shall be resistant to tampering and vandalism. Tamper-resistant fasteners (pinned torx security screws) shall be used at all locations. Cables shall be run in hidden and protected spaces, which require prior written approval from CTD.
- Microphone cords, control heads, and cabinets shall incorporate vandal resistant designs at all AVL installations. Submittals shall be provided to CTD for written approval prior to ordering and installation.
- The emergency alert button in vehicles shall be located in a position convenient to the driver; exact locations shall be coordinated with CTD for each type of vehicle.

34. INSTALLATION ON NEW BUSES

In the event that CTD purchases new buses, CTD may elect to negotiate with the contractor for the provision and installation of additional ITS vehicle units during the building of its bus orders at the bus manufacturers' plants.

This may include, but not be limited to installation of wiring (including the Vehicle-BUS) and connection to all peripherals and onboard processors.

The contractor would be required to deliver the ITS equipment F.O.B. to the bus manufacturers' plant and provide technical assistance and instructions, as needed, to permit the bus manufacturer to install and fully test the ITS hardware before the buses are delivered to CTD.

35. REMOVAL OF PRIOR ITS EQUIPMENT

The majority (approximately 75%) of the existing fleet retain ITS equipment from a prior project. All equipment from this prior system is to be removed by the Contractor and under no circumstances is any equipment, modules, wiring, or connectors to be reused for the new system. Contractor shall cover and/or repair in a professional manner any cut-outs, holes or gaps as a result of removal of old equipment.

The security of new and old equipment during the installation, removal, and transport period shall be the responsibility of the Contractor unless otherwise notified by CTD in writing. CTD will provide a secure area for the storage of all removed parts. The Contractor shall box, deliver and inventory, by providing CTD a detailed listing, all removed equipment. The inventory list shall include at least the following information:

1. Inventory Item Number (if any)
2. Equipment Type
3. Vehicle Number
4. Model Number
5. Serial Number

The Contractor shall also remove existing "Next Stop" signs and install blank plates where required, providing touch-up paint to all exposed areas.

36. WIRING AND WIRING PRACTICES

1. Wires and cables shall be installed according to the following:
2. All conductors shall be pure copper, of not less than 99% conductivity. The use of aluminum conductors shall not be permitted.
3. Conductors shall be continuous without splices.
4. Conductor gauge, insulation, and shielding shall be designed according to industry Standards and Accepted engineering practice for the intended purpose.
5. Industry standard color-coding shall be used throughout.
6. All applications requiring physical movement and flexing shall use stranded conductors.
7. All crimp lugs shall be copper, or plated copper. The use of aluminum lugs is not permitted. Connections shall be made only with the manufacturers approved crimping tools. All crimp connections shall be made to the manufacturers recommended compression.
8. The tool die shall imbed the manufacturer's impression and listing.
9. Unless installed in conduit, wiring within console cabinets, shall be neatly installed, bundled with appropriate wire-ties
10. All wiring in plenum spaces shall comply with the requirements of Article 800 of the National Electrical Code.
11. In dispatch centers, signal and control wiring, and connection of devices referenced in these specifications, shall be installed in conduits or raceways, other than that installed in the equipment room, and shall be included as part of the work to be performed by the proposer. Wiring shall be accessible for maintenance. Wiring installed in modular furniture shall be run in the trays or channels designed for that purpose. All wiring in communications sites shall be installed in accordance with all standards referenced in this specification.
12. Cable and wiring penetrations through metal cabinets shall be insulated with dielectric grommets.
13. Wiring in dropped ceiling areas shall not lie on top of light fixtures or ceiling tiles, and shall comply with Article 800 of the National Electrical Code.
14. All transmission lines shall be submitted to CTD for approval prior to being installed. All transmission lines shall be installed in full accordance with the manufacturer's recommended minimum bending radius, and length of span at any point of the installation. All connectors shall be installed according to the manufacturer's instructions and specifications. All connectors must be manufactured by the same manufacturer as the cable, no substitutions will be allowed.
15. Cables, wiring forms, and terminal blocks shall be identified by permanent labels, tags, or other appropriate means. Marking shall clearly indicate the function and source. Cables shall be identified at both ends with indications of the source and destination of that cable run. The cable identification shall agree with the wiring and interconnect diagrams.
16. Components and/or entire system will be clearly identified, tagged, documented, and diagramed. The contractor is not authorized to change, modify or remove any existing jumpers or patch cables, lines, or wires unless otherwise authorized in written format.

37. EQUIPMENT IDENTIFICATION

1. Controls, adjustment points, displays, connectors, terminal strips, and circuit boards shall be legibly and clearly labeled, diagramed and indicating the function.
2. Legends on control panels and other equipment shall be permanent, resistant to fading or peeling, and capable of withstanding repeated cleaning without degradation or loss of legibility.

3. Legends shall be applied to equipment by silk-screening, etching, engraving, or other approved method.
4. Stencil transfer letters, hand applied letters, or embossed strips are not permitted.
5. Labels shall be the equivalent in quality, legibility. Proposers shall submit samples of labeling for approval by CTD before commencement of any labeling. Labels shall be protected from deterioration, and "smearing" by a protective surface.

38. EQUIPMENT INSTALLATION

The following shall apply to all fixed equipment:

1. Installation shall fully comply with all UBC® as adopted by the jurisdictions having CTD and the seismic requirements for seismic 4.
All designs shall be approved by a Structural Engineer licensed in the State of California. All fixed equipment shall be securely anchored to the floor and/or wall. If applicable, the first rack in each row shall be securely anchored to the wall, and additional racks shall be bolted to the adjacent rack at the top of the rack.
Stand-alone racks, and every third rack, shall be securely cross-braced to the ceiling. Racks and cabinets shall be shimmed to plumb alignment; the use of leveling screws or leveling legs shall not be permitted.
2. Equipment rack spacing shall allow not less than 3' clear working space. All equipment shall have full access front and rear, except that equipment mounted on swing-out racks is permissible.
3. All equipment and equipment racks shall be grounded, in accordance with this specification.
4. Audio lines and control function lines shall be terminated on industry standard "66-type" punch blocks, with 25-pair telephone-connectors. Cabling shall not be accumulated in cable racks to accommodate excessive lengths; all cabling shall be fitted to the site. Color-coding shall follow telephone industry accepted standards.
5. Lightning suppression devices shall be provided for power input circuits, control circuits, telephone lines, antenna transmission cables, and all other circuits, equipment, and cabling that could be exposed to lightning generated transients. Three-tube gas protectors shall be used on all low-voltage cable entries. Lightning suppression devices shall be rated for maximum surge current, turn-on voltage, turn-on time, power capacity, and other characteristics as appropriate to the protected circuit, and the proposer's equipment and design. Lightning suppression devices shall be connected to ground ring with bare solid copper wire appropriate to the application.

The following are general requirements:

1. Maximum surge current shall be 20,000 A, based on the ANSI/UL467 Standards-microsecond rise-time/20-microsecond decay-time waveform.
2. The turn-on voltage shall be no less than 600 VDC.
3. The turn-on time shall be no less than 7 nanoseconds after voltage attains the 600 VDC turn-on level.
4. The device shall be capable of passing up to 600 micro Joules of energy.
5. All equipment operating from AC power, including consoles, console electronics, base station, and computer terminals shall be equipped with surge protection devices. The proposer shall submit to CTD for approval the type device proposed for each application. The device(s) shall be listed by a third party laboratory.
6. Each component/module/subsystem distinctly defined in the proposed APC system shall be replaceable as a discrete unit, identified by a unique serial number or other contractor proposed method.

39. CORROSION

Contact surfaces of dissimilar metals shall be treated to prevent galvanic corrosion (rust).

40. BRACKETS AND FASTENERS

All metal used as part of the antenna system shall be hot dip galvanized or made of stainless steel. Materials shall not be galvanized until all shop operations upon it have been completed, except as specified for nuts. Galvanizing of shapes and plates shall be in accordance with ASTM Specification A123. Galvanizing of bolts, nuts, washers, locknuts, and similar hardware shall be in accordance with ASTM Specification A153.

41. EVALUATION

1. CTD shall be responsible for evaluating the installed Intelligent Transportation System. The contractor may be requested to provide explanations concerning the validity of collected data. CTD's decision on the validity of the collected data will be final.
2. The contractor shall not repair, replace or modify any piece of equipment without the knowledge and written approval by CTD. All work performed by the contractor shall be reported to CTD and documented by the contractor.
3. The evaluation will be conducted with the contractor's system in actual revenue service.
4. The system shall be evaluated as follows:
 - a. Hardware: that component operates as designed.
 - b. Software: that the design and application provides the functionality described in the System Design Document.

42. INSPECTION AND TEST

CTD shall have the right to observe and inspect any and all installation activities and/or completed systems, at will. CTD shall have the right to test any component or piece of equipment furnished, in a lab of CTD's choice. If a type of equipment does not meet the manufacturer's specifications as stated in the proposer's accepted proposal, it will be the proposer's responsibility to correct the problem in all pieces of that type of equipment furnished, at no additional cost to CTD.

43. ACCEPTANCE TESTS

Milestone payments as outlined in this RFP, by CTD to the contractor will be contingent upon inspection, verification and acceptance of the contractor's completed deliverables for each milestone by CTD, according to the following testing requirements:

A. Task Responsibilities

1. The Contractor shall establish and implement a test program that will ensure all communication and data systems, whether mobile or fixed and/or related subsystems, components, equipment, hardware, software, material, and services furnished during the performance of this contract meet the performance and technical requirements, specifications and standards, as specified within this RFP. Contractor will be required to perform and pass all tests. Tests listed below may include, but not be limited to the following listed items for this project. All tests are to be performed and pass for the completion and acceptance of the provided system.
 - a. Measure and validate all radio parameters to ANSI/TIA/EIA 603 latest edition.
 - b. Validate that the radio transmission and reception is equal to the current system. (CTD will provide information on the levels to the contractor)

- c. Validate that data messages can be transmitted and acknowledged by the operations control workstation.
 - d. Validate that data messages can be transmitted and acknowledged by buses throughout the coverage area.
 - e. Validate that each segment of the In-Vehicle Logic Unit (IVLU) functions as specified on each bus.
 - f. Validate that buses can transmit pre-emption requests, and that signal controllers can receive messages.
 - g. Perform an overall system operation validation by utilizing all available data messages to and from a bus and the operations control workstation.
 - h. Verify that interior bus signs and synthesized voice modules perform accurately and reliably; and receive data messages from the operations control work station for special announcements, and display/vocalize these announcements.
 - i. Verify that fare collection systems perform accurately and reliably; and that stored data is available daily for reporting purposes.
 - j. Validate that bus exterior signs can be controlled reliably and accurately from the on-board processor, and remotely by data messages from the operations control workstation.
 - k. Validate that the transfer feature functions as required by this RFP.
2. The following task requirements are the contractor's responsibility for the test program:
- a. Develop comprehensive test plans detailing methods and test procedures to be utilized to ensure compliance with all applicable requirements. Submit to CTD for review and approval.
 - b. Develop detailed test procedures for each individual test within each category of testing. Submit to CTD for review and approval.
 - c. Submit all test plans and their respective procedures for written approval by CTD prior to use for evaluation and testing.
 - d. Furnish personnel, calibrated test equipment, tools, and miscellaneous supplies as necessary to perform all approved tests and retests, and to maintain all systems and equipment during the test period and until written acceptance by CTD. Certificates of proof calibration traceable to NIST shall be provided to CTD, if so requested.
 - e. Coordinate unified test program activities with all current and future schedules and activities of contractor's sub-contractor(s) or other CTD employed contractors, if applicable, and with CTD to avoid conflicts with operational requirements.
 - f. Prepare detailed test reports, summary reports and progress reports beginning within ten (10) days after CTD's approval of test plans.
 - g. Submit all raw test data, test results, evaluations, and summary reports for review by CTD.
 - h. Prepare and submit revised test procedures and test plans to correct procedural and technical errors or omissions discovered in those documents after their initial CTD review.
 - i. Furnish labor and material to correct and/or effect RFP compliance. This shall occur without unreasonable delay.
 - j. Participate in CTD final acceptance activities. Except for the equipment already installed on the buses, clean the equipment and worksite, secure the equipment, and remain responsible for prompt repair or replacement in the event of loss or damage, until acceptance by CTD. Furnish inventory services and demonstrate system or equipment operation in support of requests by CTD. Provide support and access so that CTD technicians and mechanics can inspect and test any portion of the work during normal work hours.
 - k. Document all performed test and inspections as detailed in the approved test procedures and plans.

Submit all written approval documentation to CTD.

- I. The contractor shall advise CTD, in writing, two (2) weeks prior to the date(s) of scheduled tests and inspections. CTD will witness these tests. Two (2) certified copies of installation completion test and inspection data shall be submitted to CTD within seven (7) days after test completion for review and acceptance.

CTD reserves the right to perform additional non-destructive tests and inspections at any time during the course of the contract work. Results indicating deficiencies involving non-compliance with these RFP requirements will be reported to the contractor for corrective action.

B. Deficiencies

If CTD determines from test data acquired from any category of test or tests that the system, equipment, component, materials, software, technical documentation, or services furnished do not conform to intent of the RFP and its requirements, the Contractor shall begin appropriate remedial action based on an analysis of test results within fifteen days after receipt of CTD's notice of deficiency. When such recommendations relate to engineering deficiencies, the Contractor shall, upon receipt of approval, make the necessary changes to all equipment and documentation of that type to be delivered or previously delivered (even if previously accepted) during the course of the contract, at no additional cost.

When recommendations relate to other deficiencies such as quality control and installation workmanship, the Contractor shall correct all deficiencies at no additional cost to CTD. Retesting after the changes or upgrades have been completed (factory tests and inspections, installation completion tests and inspections, and technical documentation verifications) shall be required in whole or part; as determined by CTD, at no additional cost to CTD.

C. Categories of Tests

Tests and inspections shall include, but not be limited to the following listed categories:

- a. Custom developed equipment tests and inspections
- b. Installation completion tests and inspections
- c. System and integration tests
- d. System validation tests (CTD conducted program)
- e. Technical documentation verification inspections
- f. Substantial completion acceptance tests and inspections (CTD conducted program)
- g. Final acceptance tests and inspections (CTD conducted program).

D. Custom Developed Equipment Tests and Inspections

Where required, two copies of test results certified by the manufacturer shall be furnished to CTD for review and acceptance.

E. Installation Completion Tests and Inspections

Installation completion tests and inspections shall be performed after each phased (bus, system or sub-system) installation to ensure that equipment and materials were properly and professionally installed and functioning in accordance with this RFP, parameters, and best commercial and/or industry practice in use today. Installation completion tests and inspections shall consist of, but may not be limited to:

- Visual inspection to verify the following:
 - full compliance with requirements detailed in the RFP, Proposer's Submitted Response and final negotiated contract terms and conditions;
 - use of only approved products;

- installation of equipment in accordance with approved installation drawings and diagrams;
 - location and workmanship of wire and cable terminations, identification, routing, and color code.
- Detailed testing will be required to demonstrate that material and equipment installed meet the criteria, and possess the characteristics and parameters contained in the contract documents and in the manufacturer's published specifications.
 - The testing of all components, equipment, material and systems may include, but may not be limited to: electrical, mechanical, operational, and functional parameters. Such parameters include, but may not be limited to: levels of voltages, currents, power, distortion, noise, cross-talk, insulation resistance, continuity, attenuation (optical and electrical), physical strength, suitability of mounting method, paint and marking quality, graphics quality and style, location of operating controls and adjustments, maintainability, etc.
 - These tests shall be performed after the final material and equipment are installed and shall be in addition to any tests and inspection previously performed. The Contractor shall perform all necessary alignments, adjustments, maintenance, replacements prior to the scheduling of final installation completion tests and inspections.

F. System and Integration Tests

1. System and integration tests shall be on-site performance tests to verify that all operating parameters and functions perform as specified and that each system and subsystem performs as specified in conjunction with each system or subsystem with which it interfaces. The contractor shall demonstrate that all components, equipment and material elements of each installed system function together to meet the-system criteria as specified. Each major subsystem (excludes vehicle systems) shall be powered a minimum of 40 hours (five, eight hour days) prior to commencing system and integration tests.
2. The contractor shall be responsible for meeting all system and integration test requirements including testing and documenting interface compatibility and integration with existing CTD owned and existing systems and equipment.
3. Each and every interface shall be verified as to operation, functions, levels, and voltages, as specified. The contractor shall test across the interface points; however, these tests shall only be made under the observation of authorized CTD personnel. When minor adjustment to, or reconfiguration of, existing equipment is required, the Contractor shall notify CTD, in writing, of the required adjustment or reconfiguration. An authorized CTD representative will make the adjustment or reconfiguration in the presence of the contractor. The contractor shall be responsible for the necessary adjustments or reconfiguration of contractor-furnished equipment to ensure proper functioning as specified.
4. The successful completion of all specified tests and inspections, including installation completion tests and inspections, and the correction of all outstanding discrepancies and subsequent retesting, is required as a prerequisite to system and integration tests.
5. The tests will vary with each specific subsystem (and ITS interface with other systems); however, each test shall include all operating parameters and functions. Tests shall be conducted on each subsystem installed, including vehicle installations with all failures and discrepancies noted. The Contractor shall not engage in further testing until CTD has verified that the contractor has taken necessary corrective action with respect to those failures and discrepancies. The Contractor shall retest after each successive failure and make any corrective actions necessary to verify specification compliance.

G. Specific Required System and Integration Tests

In addition to other testing requirements, the Contractor shall conduct the following specific system and integration tests:

1. Bus Stop Communications Test

This bus stop communications test is intended to demonstrate uniform radio system coverage over the entire CTD operating area. In this test, 2-way data communications will be demonstrated between the AVL and each bus stop on each bus route in CTD operating area. The contractor shall record relative signal quality between a typical bus and the operations control workstation.

2. Voice Channel Access Test

The voice channel access test is intended to provide a measurement and record of the time required by a bus operator to access a voice channel at various times during a normal operating weekday. The contractor shall measure and record the time required to access a radio voice channel every 15 minutes over the period from 0530 to 2300 hours on a single normal business weekday.

3. Voice Channel Priority Access Test

The Contractor shall test the ability of the bus drivers to transmit an emergency signal and automatically access a voice channel during the time of the day that the radio channels are busiest. The times required for emergency access to the radio system shall be measured every 15 minutes for at least six (6) hours of the day when the radio channels are busiest.

H. System Validation (CTD conducted test)

System validation will be performed by CTD, to verify performance at each installation, as follows:

The subsystem validation is an CTD program and will be scheduled and performed for the vehicle, OCIS, and traveler subsystems. The contractor may furnish a representative for the duration of such tests. If the Contractor elects not to furnish a representative or the representative is absent during scheduled test(s), CTD will not accept claims of discrepancies in the test(s) results. CTD will evaluate subsystem validation results.

In the event that the test results are unacceptable, the contractor shall correct all deficiencies. CTD may retest when the contractor's correction of deficient work is completed.

I. Test Conditions

The test period shall be a minimum duration of 50 consecutive days, extended by corrective maintenance, or at the discretion of CTD for a maximum period of 70 test days (subject to contract scheduled limitations). Each test day shall nominally consist of eight consecutive hours. Exact test starting and finishing times shall be designated by CTD. ITL shall be continuously powered on an operational-day basis for the entire system validation period, unless otherwise directed herein or by CTD.

NOTE: IF AT ANY TIME DURING THE 50 DAYS THE TEST FAILS FOR A REASONABLE PERIOD OF TIME, CTD MAY REQUIRE THE TEST PERIOD TO BEGIN AGAIN AND CONTINUE UNTIL A SATISFACTORY TEST IS COMPLETED.

CTD shall endeavor to perform at least the minimum of test operations specified during each test day. A test operation failure shall be recorded in the test data when a detected cessation or error in the specified response of the system being tested occurs.

The failure of the system to furnish all correct responses to a test operation in accordance with each and every applicable specification requirement shall result in the recording of a test operation failure for that entire test operation.

Limited preventative and corrective maintenance actions in the form of repairs and/or replacements involving specific component parts, wiring, or minor internal equipment assemblies and adjustments, shall be allowed during test operations. The replacement or interchanging of whole equipment units, plug-in subassemblies, or

major material items shall be allowed once during each test operation. If a unit fails more than two (2) times during each test operation that specific unit shall be replaced. The unit to be supplied shall be a new factory fresh unit with no additional costs to CTD.

A CTD authorized representative shall witness each test operation attempt and resulting system responses throughout the test period.

Optionally, CTD may perform more than the specified minimum number of test operations per day, total test operations, and number of test days, so long as all data collected is recorded and included in the test computations. A maximum test period as specified shall be allowed.

The Contractor may be allowed to start, stop, and restart, the system validation tests. CTD will record and report a test failure, discontinue testing, and after the contractor completes the correction, the testing begins. After the second such attempt, CTD will require a detailed examination of contractor discrepancy correction efforts and all specification compliance related actions to date, prior to further testing. Equipment replacement or other extensive corrective measures may be required in accordance with all applicable specification provisions.

J. Final Acceptance

Final acceptance is an CTD-conducted program. CTD accepts the systems, equipment, and material furnished, as being complete and in accordance with this Specification. All discrepancies (if any) documented at substantial completion and any other discrepancies discovered thereafter, shall be corrected prior to final acceptance and payment.

The Contractor shall participate in CTD final acceptance activities by providing applicable support that may include, but not be limited to the following:

1. Produce records, copies of documentation, etc. for inspection
2. Furnish the original copy of all test logs and data to CTD
3. Furnish all applicable manufacture model information, catalog cut sheets, approved submittals and warranties.
4. Furnish all electrical and or system drawings, diagrams.
5. Furnish all software documentation, licenses and warranties.
6. Correct all discrepancies that are not in compliance with the RFP, Proposer's Submitted Response and final contract terms and conditions, Contract Amendments and/or Change Orders.

44. ACCEPTANCE OF THE SYSTEM AS A WHOLE

If the system as a whole does not meet all of the requirements described in the System Requirements Document or perform in accordance with the System Design Document, or comply with the final contract terms and conditions, contract amendments and/or Contract Amendments and/or Change Orders, even where CTD has previously paid for deliverables, CTD reserves the right to either reject the whole system and get a complete refund from the contractor, and/or accept the system (with its defects) at a negotiated discount and/or be reimbursed by contractor for all costs necessary to bring the system to a level that will meet CTD's operational and performance needs.

45. INSTRUCTION AND TRAINING

Contractor shall perform training per the following requirements:

Purpose

The Contractor shall provide a comprehensive (all inclusive costs) on-site training program that prepares CTD staff, mechanics, technicians and operating personnel to properly operate, administer, diagnose, troubleshoot and maintain the ITS provided in accordance with an awarded contract.

The Contractor shall furnish operating instruction manuals and training materials for the purchased system. Contractor shall also furnish operating manuals in the following formats: PDF, reproducible hardcopy, and MS Word file(s) (including charts, graphs, etc.) on CD-ROM. Each manual shall contain the procedures for the normal use of the installed equipment showing step by-step cause and effect results of each action taken by the user.

Equipment troubleshooting and reversion to manual modes will be included in the training process. The contractor will prepare such written and practical (hands-on) tests that will assure system fluency. The contractor shall use demonstrations and visual aids (including working models, where practical) for training; however, adequate handouts shall be available for each student attending the classes.

Scope of Training Program

The training program shall be devoted primarily to instruction on key items of equipment. The training shall be a combination of formal and hands-on training, including demonstrations and testing. Formal classroom and hands-on training will be conducted at CTD's facility, while hands-on training and demonstrations will be conducted in the bus garage or other designated locations.

Maintenance training shall be provided in two levels: field and shop. Field maintenance covers configuration, interconnection and alignment, and "quick-fix" troubleshooting techniques utilizing the concept of lowest unit replacement. Shop maintenance shall be equipment oriented and include subsystem testing, equipment and component troubleshooting techniques and equipment and component repair, calibration and final testing.

Operations training shall be provided at bus operator, field supervisor operations controller and management levels. "Train the trainer" strategies may be utilized to deliver training to some levels as approved by CTD.

The contractor shall submit a training concept plan/program for written approval from CTD. It shall include the subject matter to be covered, a tabulation of the hours of instruction to be provided and the equipment to be included in the training program.

The Contractor shall furnish all required training aids and material necessary for the training program. The Contractor shall provide copies of each course outline, instructor's guide(s), student workbooks, models for hands-on demonstration, and hardware cutaways. All material used for training shall become property of CTD after training is completed. Printed training materials shall be prepared on personal computer word processing equipment, as practical and digital data files for all materials shall be delivered on CD-ROM discs." Digital files shall be in the current Microsoft "Word For Windows" and PDF formats.

Trainer's Experience

Fully qualified instructors, fluent in the English language, shall conduct the contractor's training program. The instructors shall have thoroughly mastered the specific specialized subject matter involved and shall have the ability to impart equipment and system technical information to others in easily understood terms.

Training Aids and Materials

The Contractor shall furnish all required training aids and materials necessary for the training program. All material used for training, such as lesson plans, study guides, student handouts, etc. and training aids such as DVD's, transparencies, slides, photographs, dynamic mockups, test fixtures and test equipment, models for hands-on demonstration, training and hardware cut-away shall become property of CTD after training is completed. Printed training materials shall be prepared on personal computer word processing equipment, as practical and digital data files for all materials shall be delivered on CDROM discs." Digital files shall be in the current Microsoft Word for Windows" and PDF formats.

Training Deliverables

Instructor's guide

An instructor's guide shall be provided which contains the information and directions necessary for an effective presentation. It shall include adequate guidelines to conduct a comprehensive training program. Individual

lessons within the course shall be organized as separate blocks (or modules), which may be taught as a unit. The instructor guide shall contain, but not be limited to:

1. A discussion of student prerequisites (if any)
2. Program overview
3. A statement of overall program goals
4. Lesson plans (a session by session outline) containing:
 - a. Student learning objectives, stated in measurable terms
 - b. Overview of each lesson
 - c. Suggested instructional methods/learning activities
 - d. Required equipment and/or resources

Student workbooks

Student workbooks shall be provided that include all materials for the student to interact in the learning situation. It shall contain, but not be limited to:

1. Program overview/introduction
2. Statement of overall program goals
3. Learning objectives, stated in measurable terms that specifically describe desired behaviors or knowledge to be gained. A fully developed prose treatment (not outline format) of content presentation, developed in the same modular format as the instructor's guide
4. Illustrations, charts, or graphics, as needed to enhance content presentation
5. Problems/questions related to lesson content, as appropriate
6. The repair guide in checklist format, showing all tools, parts (with part numbers), and steps in operation.

Audio-visual aids

The Contractor shall provide all necessary handouts, transparencies, slides, DVDs and mock-ups.

Training schedule

The Contractor shall submit proposed training schedules, offers of training to be provided, instructor qualifications and proposed assignment of instructors for the various portions of the training program to CTD for review and approval. Training shall be scheduled on a non-interfering basis to CTD operations and maintenance requirements.

CTD will exercise wide latitude in approving or directing changes to contractor training schedule submissions at no additional cost to CTD. CTD requires that the contractor supply system training the quantity and quality of which is sufficient to fully train CTD's personnel in the complete operation of the system.

As a part of this document, CTD specifies numbers of days or hours of required training in this regard, the number of days or hours so stated shall be understood to be suggested minimums. The actual number of days or hours required shall be whatever is necessary in order to provide sufficient training as judged by CTD.

46. SUPPORT AND MAINTENANCE

1. Proposer shall provide CTD with a complete listing of available service and support plans. Listing may include, but not be limited to:
 - a. Technical Support– Hours of Operation – Response Time.
 - b. Help Desk – Hours of Operation – Response Time.
 - c. After Hours Support, Remote Support
 - d. On-site Support Policy.

- e. Required Response Time (not exceeding 2 hrs).
 - f. Hardware Replacement Policy.
2. The listings shall include the range of offered services including all levels of support plus an escalation plan. As follows:
- a. An itemized list of services required.
 - b. Proposer to provide detail of local support, hours or limits of coverage for service and repairs.
 - c. Proposer to provide their maintenance plan options with two hours or less response times.
 - d. All inclusive one year warranty period. Period shall include, but not limited to replacement or repair of all failed components, equipment and systems; licensing, software version upgrades and other associated maintenance (freight, taxes, labor, and travel (food, lodging, per diem and transportation) costs.
 - e. All inclusive licensing and maintenance costs for the years two through five year time period.
 - f. Forecast all maintenance costs from year six to year ten.
 - g. Provide guarantee that software maintenance costs shall be 5% or less per year from years six to year ten.
 - h. Provide software (operating system, etc.) upgrade plans inclusive of maintenance.

PROPOSER'S RESPONSE

1. INSTRUCTIONS

- A. Documents pertinent to this RFP and all papers bound with or attached to this RFP and as described in the Table of Contents are necessary parts of the RFP and must not be detached or altered. Proposers must submit their Proposals in accordance with these instructions, and use the format and forms provided.
- B. All proposals shall be typed and single-spaced, with font size no smaller than No. 11 font size, on 8.5" x 11" paper. Proposal pages shall be numbered consecutively and **shall not exceed one hundred (100) pages**. RFP responses should be prepared simply and economically, providing a straightforward, concise description of Proposer's qualifications to sITSfy the requirements in the Request For Proposal. Special bindings, colored displays, exhibits, promotional, and similar materials are not required, nor desired and will be removed prior to evaluation. Emphasis should be on completeness and clarity of content.
- C. The title page, contents page, tabs (with no information written on them) and any supplemental attachments **required by the CTD** will not be numbered or counted against the maximum number of pages.
- D. **Each Proposer may submit more than one response**. If more than one response is submitted, each response must be complete unto itself, sealed in a separate envelope, and marked as "Primary Response", or "Alternate Response #1, #2, #3, etc" on the envelope and on the cover of each copy.
- E. The proposal shall be valid for ninety (90) days from the solicitation closing date.
- F. To be considered responsive, all responses shall be in the same format and order as in the following; 2. EVALUATION CRITERIA SCHEDULE, of this RFP document. **Proposers shall describe in detail how the proposed solution will sITSfy each specific requirement**, noting if the item is available in the proposed solution, can be added for a fee, or is not available. **Any requirement not having a detailed response shall be considered non-responsive**. All questions shall be answered unless marked as "Optional". Responses must be specific and complete unto themselves; 'See Enclosed

See section "1. Instructions" above for specifics on submission to the following listed criteria. The proposal's maximum total is 225 points. The following schedule of criteria and points scoring will be used to evaluate the proposal(s):

CRITERIA SCHEDULE		
Item	Description	Points
1.	Proposer's Information: Proposer shall provide an overview of its current and past business operations, current financial status (balance sheet), capabilities and past work history. Provide five current references. See Section L - References.	15
2.	License: Proposer shall include and be responsible for ensuring all required federal, state, and local licenses, permits and other documents necessary to operate the system are obtained before installation of any software or equipment that may be needed in the performance of this contract. Provide all methods and details of what is required to design, install license, and register the complete system as described herein.	10
3.	Personnel: Proposer shall include all certifications, experiences, and capabilities of the key personnel assigned to the project, and must include: A. Names of the consultant(s), engineer(s), project manager, and senior personnel. B. Professional qualifications, relevant government and transit experiences, credentials, and resume of the individuals assigned to this project. This will include all consultant(s), engineer(s), project manager, and senior personnel. C. Demonstrate how the various team members will interact and coordinate the project effectively with each other and with the CTD personnel and project manager / contract administrator. D. Project organization hierarchy chart showing company and staff assigned to this project. Demonstrate that the team will be stable during the project, and is comprised of members with an CTD level appropriate to make on-site decisions for this project.	15
4.	Similar Projects: Proposer shall include a list of no less than three (3) similar transit projects that have been completed within the last five (5) years. Provide information on other government agency projects that were completed in the last ten (10) years. A. Provide the dollar amount, size, and scope of the projects. B. Names of staff assigned to the projects. C. Name and phone number of the current project owner's contact person. D. Provide Scope of Work summary, project schedule, outcome and project amount. Include what went right and went wrong on the project.	15

5.	<p>System Capabilities and Specifications:</p> <p>Proposer shall provide detailed descriptions of their proposed ITS system with features and explain how the system meets or exceeds the criteria as described in Section H - Technical Requirements / Specifications. Include any areas of concern or issues that may arise during the course of the project.</p>	40
6.	<p>Expansion capabilities and other options:</p> <p>A. The Proposer shall include all information on how the proposed system can be expanded to include future buses and remote facilities.</p> <p>B. List and discuss in detail any technical advancements that could be implemented into the ITS project that has not been previously entertained and how it would be a superior solution. Features above and beyond those specified in this RFP will also be considered.</p>	20
7.	<p>Installation: The Proposer shall include a detailed plan of how the system will be installed, programmed, tested and go-live. Such details may include, but not be limited to the following:</p> <p>A. What equipment will be installed and where?</p> <p>B. How equipment will be installed, i.e. rack mount, wall mount, etc?</p> <p>C. What existing equipment must be relocated or removed?</p> <p>D. How will system programming, testing, and go-live will take place?</p> <p>E. How will all items listed in the RFP be verified upon installation?</p>	30
8.	<p>Training: The Proposer shall include details of how all training requirements will be provided.</p>	10
9.	<p>Warranty / Support: The Proposer shall include all warranties that are applicable to this project.</p> <p>A. Describe in full detail the warranty of the proposed full system and any items not covered.</p> <p>B. Include documented response times for support given to other similar projects.</p> <p>C. Describe your company's ability to provide support in Lancaster, CA.</p>	15
10.	<p>Project Schedule / Benchmarks: The Proposer shall include:</p> <p>A. Tentative schedule for the performance of all work elements. Include a description of how the team will meet project objectives within the time schedule proposed.</p> <p>B. Provide verifiable benchmarks the CTD may use to note milestones for the complete project as described in this Request for Proposal.</p>	15
	<p>Project Budget: The Proposer shall include:</p>	

11.	<p>A. All Costs.</p> <p>B. Project Breakdown. Provide a detail listing for all items with total project amount, including all incidentals, travel time and per diems. Provide a list of hourly rates for all individuals assigned to the project. List the number of hours it will take these individuals to complete the various work elements outlined in the tentative project schedule.</p> <p>C. Maintenance Plan. Provide a three year breakdown of our requested maintenance plan, which shall be all inclusive (labor, software licensing, upgrades, hardware, etc.)</p> <p>D. Extended Maintenance Plan. Provide maintenance costs for years 4 thru 10, which shall be all inclusive (labor, software licensing, upgrades, hardware, etc.)</p> <p>D. Value Engineering. Include any value engineering items that the CTD may consider as an option(s) with your proposed solution in section 5 above.</p> <p>E. Options and/or other solutions. Include any additional capabilities, functions and/or solutions as noted section 6 above and thier associated cost(s).</p>	40
	Total Points	225

EXCEPTIONS TO REQUIREMENTS / SPECIFICATIONS

RFP NO.:

RFP TITLE: Intelligent Transportation System (ITS)

Please list all deviations from Specifications contained herein and state in the space provided below. Please note item number and description for which you are listing the deviations. Unless an exception is noted below, the CTD shall assume that all minimum requirements have been met or exceeded.

ITEM NO. **DESCRIPTION**

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PROPOSER'S NAME: _____

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION

REFERENCES

RFP TITLE: Intelligent Transportation System (ITS)

1. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person _____

2. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person _____

3. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person _____

4. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person _____

5. Agency/Company _____
Address _____
Phone/Fax: _____
Contact Person _____

The references listed above will be current contacts responsible for purchasing or the end user of the work proposed.

PROPOSER'S NAME: _____

FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR PROPOSAL REJECTION

AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of May ___, 2014 (the "Effective Date") is made by and between _____ ("Contractor") and the City of Commerce, a municipal corporation (the "City").

RECITALS

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

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

AGREEMENT

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

Contractor shall perform the services (the "Services") set forth in Exhibits A, which is attached hereto and incorporated herein by this reference. The Services shall be performed in accordance with the schedule set forth in Exhibit B, "Schedule and Timeline," which is attached hereto and incorporated herein by reference.

2. **Term.**

Except as otherwise provided by Section 32 hereof, the term of this Agreement shall be for 289 calendar days from the issuance of a "Notice of Award."

3. **Compensation.**

So long as Contractor is discharging its obligations in conformance with the terms of this Agreement, Contractor 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. Contractor 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 Contractor 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. Access to Records and Reports.

Contractor shall provide the City, the Federal Transit Administration (“FTA”), the US Comptroller General or their authorized representatives access to any books, documents, papers and Contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to Contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5. Independent Contractor.

Contractor is and shall perform its services under this Agreement as a wholly independent contractor. Contractor shall not act nor be deemed an agent, employee, officer or legal representative of the City. Contractor 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. Contractor 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 Contractor. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Contractor undertakes under this Agreement.

6. Contractor to Provide Required Personnel; Subcontracting.

Contractor 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.

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this Agreement. If Contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the City shall cancel, terminate or suspend this Agreement.

7. Full and Open Competition.

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

8. Responsible Principal and Project Manager.

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

9. City Liaison.

Contractor 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.

10. Licenses.

Contractor 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.

11. Compliance with Laws.

Contractor 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.

12. Federal Changes.

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of the Agreement. Contractor's failure to comply shall constitute a material breach of this Agreement.

13. Compliance with Federal Regulations.

All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1 F, are incorporated herein by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement.

Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the City to be in violation of FTA terms and conditions.

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

14. Government Wide Debarment and Suspension (Non Procurement).

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. Conformance with ITS National Architecture.

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., May 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

16. Environmental Protections.

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C, and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

17. Energy Conservation.

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

18. No Government Obligation to Third Parties.

a. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the United States Government in or approval of the solicitation or award of this Agreement, , absent the express written consent by the United States Government, the United States Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this Agreement.

b. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. Insurance.

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

20. Warranty and Liability.

Contractor 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. Contractor shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Contractor, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

21. Indemnification.

Contractor 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 or 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 Contractor, its employees, its subcontractors or its agents in the performance of the Services hereunder. Contractor 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, Contractor 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.

22. Confidentiality.

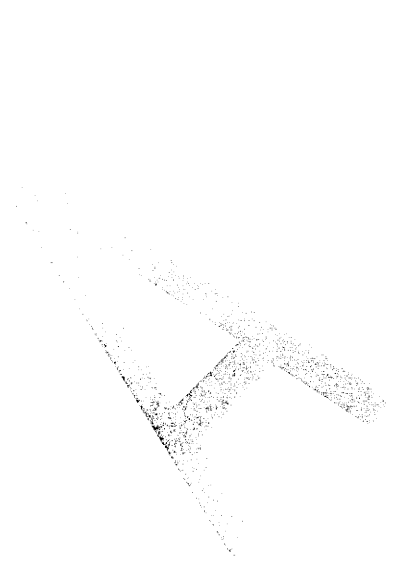
Contractor shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Contractor by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Contractor 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 Contractor notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Contractor notifies the City of such an order, directive, or requirement. Contractor shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Contractor 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.

23. 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 Contractor. In the event that this Agreement is terminated by the City, Contractor 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 Contractor. Notwithstanding such ownership, Contractor shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

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



25. Covenant against Contingent Fees.

Contractor 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 Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

26. Conflict of Interest.

Contractor 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. Contractor 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 Contractor, who has a conflict relating to the City or the performance of Services on behalf of the City.

27. Interest of Members or Delegates to Congress.

No members of, or delegates to, the United States Congress shall be admitted to any share or part of this Agreement nor to any benefit arising therefrom.

28. Other Agreements.

Contractor warrants that it is not a party to any other existing agreement that would prevent Contractor from entering into this Agreement or that would adversely affect Contractor's ability to perform the Services under this Agreement. During the term of this Agreement, Contractor 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 Contractor's obligations under this Agreement.

29. Civil Rights Requirements.

Contractor understands that the City must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

**RFP FOR PURCHASE OF AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) FOR
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a. Nondiscrimination in Federal Public Transportation Programs. The City agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, or (g) Age, and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity,

b. Nondiscrimination - Title VI of the Civil Rights Act. The City agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The City agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, and (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the City agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: (1) Requirements. The City agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), the City provides assurance that: The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The City shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the City of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

e. Nondiscrimination on the Basis of Sex. The City agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The City agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 - 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The City agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act

of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The City agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd - 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the City agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Environmental Justice. Except as the Federal Government determines otherwise in writing, the City agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To

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Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance, and

k. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the City agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

l. Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

30. Prohibition Against Exclusionary or Discriminatory Specifications.

Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

31. Access Requirements for Persons with Disabilities.

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

32. Termination.

a. The City may terminate this Agreement in whole or in part, for the City's convenience or because of Contractor's failure to fulfill contract obligations. The City shall terminate by delivering to Contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process. If termination is for the City's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for Contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and Contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that Contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the City's convenience.

b. Opportunity to Cure. The City in its sole discretion may, in the case of a termination for breach or default, allow Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor or written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

33. 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. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

34. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Contractor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Contractor, 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.

35. 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.

36. Attorneys' Fees.

In the event 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.

37. 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: Claude McFerguson, Director of Transportation

For Contractor:

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.

38. 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.

39. 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.

40. 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.

41. 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 Contractor and the City.

42. 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.

43. Program Fraud and False or Fraudulent Statements or Related Acts.

a. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.

b. If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n) (1) on Contractor, to the extent the US Government deems appropriate.

c. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

44. 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

**RFP FOR PURCHASE OF AN INTELLIGENT TRANSPORTATION SYSTEM (ITS) FOR
CITY OF COMMERCE- TRANSPORTATION DEPARTMENT**

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: July __, 2014

By: _____

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

CONTRACTOR

DATED: July __, 2014

By: _____

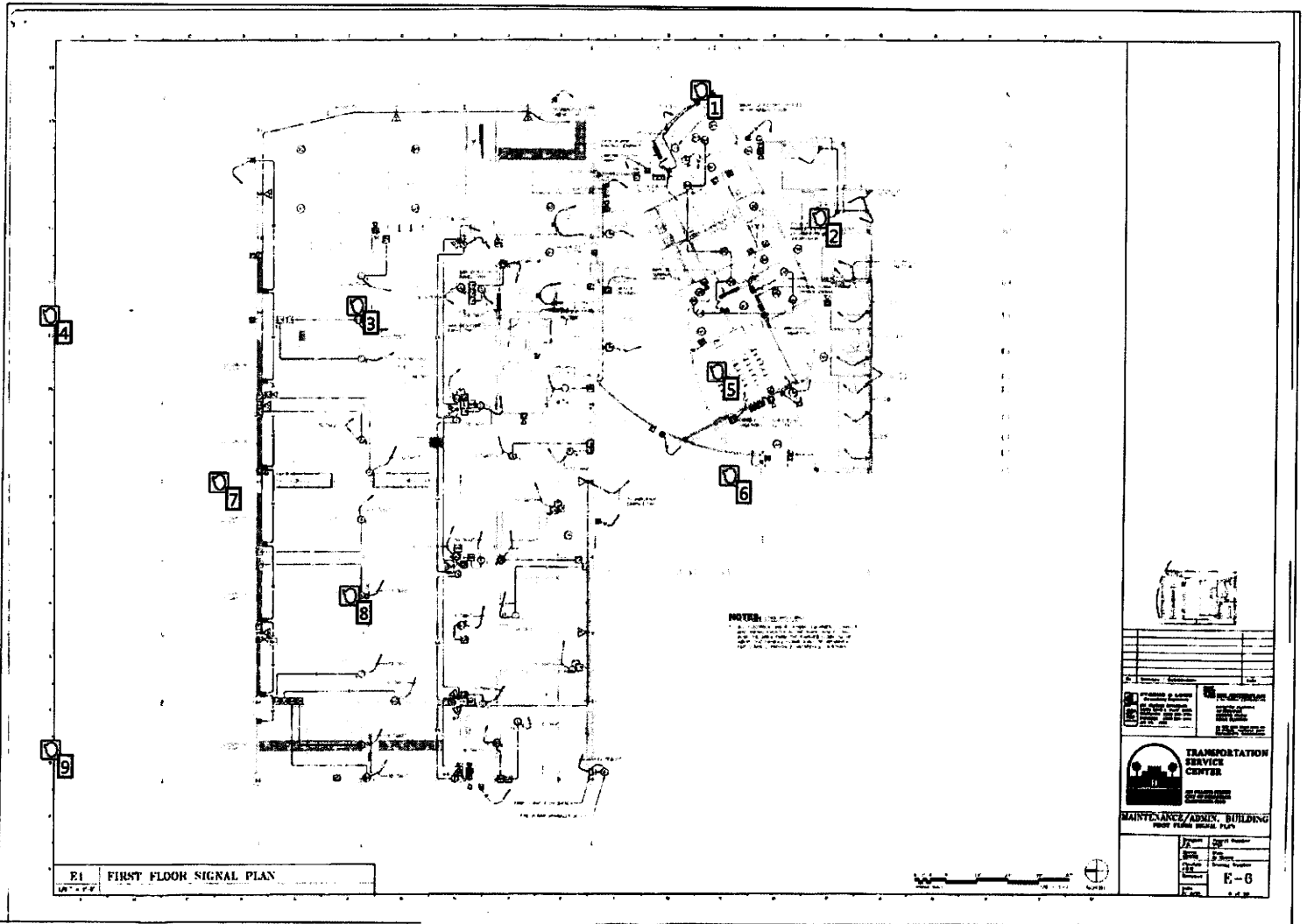
APPROVED AS TO FORM

Eduardo Olivo, City Attorney

EXHIBIT A

Year	License	Make	Description	VIN	Moblieview	(Lum) Headsign	(Lum) Side Sign	(Int) Display	Speak Easy PA	GPS (Ant)	Digital Recorders	(MTRLA)Radio
326	1997 1366191	NEOPLAN	TRANSIT 37 PASS	1N9TA1AA2VL013460	None	None	None	YES	YES	YES	DR 600	XPR 4550
327	1997 1005723	NEOPLAN	TRANSIT 37 PASS	1N9TAJAA1VL013398	None	None	None	YES	YES	YES	DR 600	XPR 4550
328	1990 E336952	FLXIBLE	TRANSIT 37 PASS	1GF5DBGK6LD101928	None	None	None	NO	NO	NO	NO	XPR 4550
330	2008 1298923	NABI	TRANSIT 30 PASS	1N90351198A140601	Gen 3	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
331	2008 1288917	NABI	TRANSIT 30 PASS	1N90351108A140602	Gen 5	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
332	2008 1298918	NABI	TRANSIT 30 PASS	1N90351128A140603	Gen 5	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
333	2008 1298919	NABI	TRANSIT 30 PASS	1N90351148A140604	Gen 5	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
334	2008 1298920	NABI	TRANSIT 30 PASS	1N90351168A140605	Gen 5	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
335	2008 1298921	NABI	TRANSIT 30 PASS	1N90351188A140606	Gen 5	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
336	2008 1142723	NABI	TRANSIT 30 PASS	1N903511X8A140607	Gen 3	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
337	2010 1348855	NABI	TRANSIT 25 PASS	1N9031052AA140393	Gen 5	Amber	Amber	YES	YES	YES	DR 600	XPR 4550
340	2012 1348878	NEW FLYER	TRANSIT 30 PASS	5FYC5KB10CB040748	Gen 5	Color	Color	YES	YES	YES	DR 600	XPR 4550
341	2012 1348877	NEW FLYER	TRANSIT 30 PASS	5FYC5KB12CB040749	Gen 5	Color	Color	YES	YES	YES	DR 600	XPR 4550
375	2011 1067246	GLAVAL	PARATRANSIT	1FDFE4FS6BDA24564	Gen 5	None	None	NO	NO	NO	NO	XPR 4550
376	2011 1358561	GLAVAL	PARATRANSIT	1FDFE4FS6BDA24563	Gen 5	None	None	NO	NO	NO	NO	XPR 4550
377	2011 1358570	GLAVAL	PARATRANSIT	1FDFE4FS6BDA24565	Gen 5	None	None	NO	NO	NO	NO	XPR 4550
378	2011 1358560	GLAVAL	PARATRANSIT	1FDFE4FS6BDA24566	Gen 5	None	None	NO	NO	NO	NO	XPR 4550
379	2013 1418563	GLAVAL	PARATRANSIT	1FDFE4FSXDDA62835	Gen 5	None	None	NO	NO	NO	NO	XPR 4550

EXHIBIT B



Summary of Comments on 5555 Jillson-Transportation Plans_1995_Part 5 of 5.pdf

Page: 4

» Number: 1	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:20:08 PM
AP UNIT - OUTDOOR FRONT GATE UNIT			
» Number: 2	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:20:18 PM
AP UNIT - Indoor Unit CONFERENCE ROOM			
» Number: 3	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:21:08 PM
AP UNIT - Indoor Unit GARAGE			
» Number: 4	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:21:42 PM
AP UNIT - OUTDOOR UNDER PARKING STRUCTURE			
» Number: 5	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:20:47 PM
AP UNIT - Indoor Unit CONFERENCE ROOM \LUNCH ROOM			
» Number: 6	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:20:56 PM
AP UNIT - OUTDOOR MEDIVAN UNIT			
» Number: 7	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:21:17 PM
AP UNIT - OUTDOOR UNIT YARD			
» Number: 8	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:21:11 PM
AP UNIT - Indoor Unit GARAGE			
» Number: 9	Author: jessej	Subject: Sticky Note	Date: 3/24/2014 3:21:42 PM
AP UNIT - OUTDOOR UNDER PARKING STRUCTURE			



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 9

FROM: City Administrator

SUBJECT: Certificates of Insufficiency – Petitions for Recall

MEETING DATE: May 6, 2014

RECOMMENDATION:

Receive and file the Certificates of Insufficiency relating to the separate Petitions for Recall seeking the recall of Members of the Commerce City Council, including the Honorable Joe Aguilar, the Honorable Ivan Altamirano, the Honorable Tina Del Rio, and the Honorable Lilia Leon, and Council discretion as deemed appropriate.

ANALYSIS:

On March 13, 2014, the proponents filed their separate petitions seeking the recall of Members of the Commerce City Council, including the Honorable Joe Aguilar, the Honorable Ivan Altamirano, the Honorable Tina Baca Del Rio, and the Honorable Lilia Leon.

Pursuant to Elections Code §11224, the City Clerk, through the Los Angeles County Registrar-Recorder/County Clerk's Office, examined the signatures submitted on the petitions and has found the following:

1. The number of signatures required on each petition in order to qualify the recalls for the ballot is **1,577** (25% of total registration in the City of Commerce)
2. The total number of signatures filed on the petitions are as follows:
 - a) Joe Aguilar – 2,158
 - b) Ivan Altamirano – 2,156
 - c) Tina Baca Del Rio – 2,153
 - d) Lilia Leon – 2,154
3. The total number of valid signatures withdrawn from the petition at the voter's written request are as follows:
 - a) Joe Aguilar – 77
 - b) Ivan Altamirano – 34
 - c) Tina Baca Del Rio – 33
 - d) Lilia Leon - 35
4. The total number of signatures which were disqualified on the petitions are as follows:
 - a) Joe Aguilar - 1,077
 - b) Ivan Altamirano - 923
 - c) Tina Baca Del Rio - 801
 - d) Lilia Leon - 982

- 5. The total number of valid signatures on the petitions are as follows:
 - a) Joe Aguilar – 1,081
 - b) Ivan Altamirano – 1,233
 - c) Tina Baca Del Rio – 1,352
 - d) Lilia Leon – 1,172

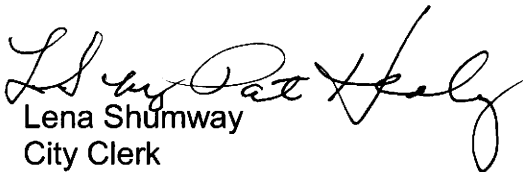
- 6. All four petitions are insufficient and the Certificates of Insufficiency should be received and filed.

Separate Certificates of Insufficiency are attached to this report and are being submitted to the Council to receive and file. Elections Code §11226 provides that if the City Clerk's certificate shows that the petition(s) is insufficient, no action shall be taken on it, but the petition(s) shall remain on file. Elections Code §11301 and Government Code § 6253.5 provide for the examination of a petition by the proponents of the recall effort, in the event the petition(s) is found insufficient. Examination of the petition(s) must commence no later than 21 days after the City Clerk's Certificate of Insufficiency.

FISCAL IMPACT:

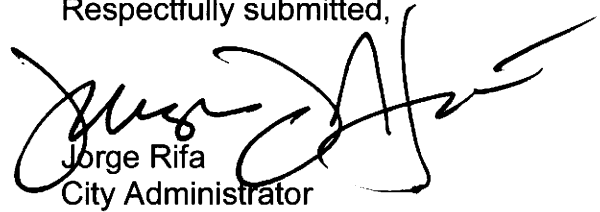
None

Recommended by:




Lena Shumway
City Clerk

Respectfully submitted,




Jorge Rifa
City Administrator

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

City Clerk's Certificates of Insufficiency – For Petitions Seeking Recall of Councilmembers Joe Aguilar, Ivan Altamirano, Tina Baca Del Rio, and Lilia Leon (Four Certificates)



CITY OF COMMERCE

2535 Commerce Way ▪ Commerce, CA 90040
Phone: (323) 722-4805 ▪ www.ci.commerce.ca.us

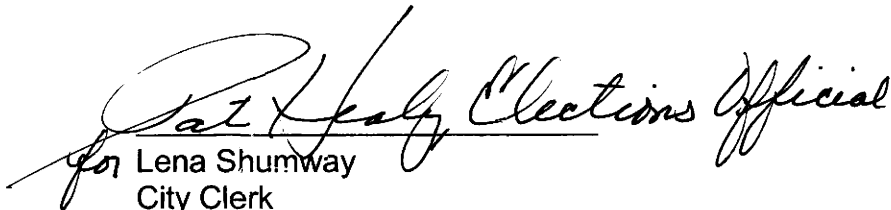
CITY CLERK'S CERTIFICATE OF INSUFFICIENCY

PETITION FOR RECALL SEEKING THE RECALL OF THE HONORABLE IVAN ALTAMIRANO, MEMBER OF THE CITY COUNCIL CITY OF COMMERCE, CALIFORNIA

As the Elections Official of the City of Commerce, California, I hereby certify as to the following matters:

1. Pursuant to Elections Code §11224, I have caused the signatures of the Petition for Recall seeking the recall of the Honorable Ivan Altamirano, Member of the City Council, City of Commerce, California, to be examined and find the following:
 - a) The number of signatures required by law in order to qualify the recall for the ballot is 1,577
 - b) The total number of signatures filed on the petition is 2156
 - c) The number of signatures withdrawn from the petition upon written request by the voter is 34
 - d) The number of valid signatures on the petition is 1233
 - e) The number of signatures which were disqualified is 923
2. I find the petition to be insufficient and the recall is not qualified for the ballot.

Dated: 4/24/14


for Lena Shumway
City Clerk
City of Commerce, California



CITY OF COMMERCE

2535 Commerce Way • Commerce, CA 90040
Phone: (323) 722-4805 • www.ci.commerce.ca.us

CITY CLERK'S CERTIFICATE OF INSUFFICIENCY

**PETITION FOR RECALL SEEKING THE RECALL OF THE
HONORABLE JOE AGUILAR, MEMBER OF THE CITY COUNCIL
CITY OF COMMERCE, CALIFORNIA**

As the Elections Official of the City of Commerce, California, I hereby certify as to the following matters:

1. Pursuant to Elections Code §11224, I have caused the signatures of the Petition for Recall seeking the recall of the Honorable Joe Aguilar, Member of the City Council, City of Commerce, California, to be examined and find the following:
 - a) The number of signatures required by law in order to qualify the recall for the ballot is 1,577
 - b) The total number of signatures filed on the petition is 2158
 - c) The number of signatures withdrawn from the petition upon written request by the voter is 77
 - d) The number of valid signatures on the petition is 1081
 - e) The number of signatures which were disqualified is 1077

2. I find the petition to be insufficient and the recall is not qualified for the ballot.

Dated: 7/24/2014

for Pat Healy, Elections Official
Lena Shumway
City Clerk
City of Commerce, California



CITY OF COMMERCE

2535 Commerce Way ▪ Commerce, CA 90040
Phone: (323) 722-4805 ▪ www.ci.commerce.ca.us

CITY CLERK'S CERTIFICATE OF INSUFFICIENCY

**PETITION FOR RECALL SEEKING THE RECALL OF THE
HONORABLE TINA BACA DEL RIO, MEMBER OF THE CITY COUNCIL
CITY OF COMMERCE, CALIFORNIA**

As the Elections Official of the City of Commerce, California, I hereby certify as to the following matters:

1. Pursuant to Elections Code §11224, I have caused the signatures of the Petition for Recall seeking the recall of the Honorable Tina Baca Del Rio, Member of the City Council, City of Commerce, California, to be examined and find the following:
 - a) The number of signatures required by law in order to qualify the recall for the ballot is 1,577
 - b) The total number of signatures filed on the petition is 2153
 - c) The number of signatures withdrawn from the petition upon written request by the voter is 33
 - d) The number of valid signatures on the petition is 1352
 - e) The number of signatures which were disqualified is 801

2. I find the petition to be insufficient and the recall is not qualified for the ballot.

Dated: 7/24/14

for Pat Healy, Elections Official
Lena Shumway
City Clerk
City of Commerce, California



CITY OF COMMERCE

2535 Commerce Way ▪ Commerce, CA 90040
Phone: (323) 722-4805 ▪ www.ci.commerce.ca.us

CITY CLERK'S CERTIFICATE OF INSUFFICIENCY
PETITION FOR RECALL SEEKING THE RECALL OF THE
HONORABLE LILIA LEON, MEMBER OF THE CITY COUNCIL
CITY OF COMMERCE, CALIFORNIA

As the Elections Official of the City of Commerce, California, I hereby certify as to the following matters:

1. Pursuant to Elections Code §11224, I have caused the signatures of the Petition for Recall seeking the recall of the Honorable Lilia Leon, Member of the City Council, City of Commerce, California, to be examined and find the following:
 - a) The number of signatures required by law in order to qualify the recall for the ballot is 1,577
 - b) The total number of signatures filed on the petition is 2154
 - c) The number of signatures withdrawn from the petition upon written request by the voter is 35
 - d) The number of valid signatures on the petition is 1172
 - e) The number of signatures which were disqualified is 982

2. I find the petition to be insufficient and the recall is not qualified for the ballot.

Dated: 4/24/14

Lena Shumway
for Lena Shumway, Elections Official
City Clerk
City of Commerce, California



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 10

FROM: City Administrator

SUBJECT: DISCUSSION – PLACEMENT OF “NO IDLING” SIGNS IN DESIGNATED AREAS OF THE CITY

MEETING DATE: May 6, 2014

RECOMMENDATION:

Receive and file a report on the placement of “No Idling” signs in designated areas of the City and provide the necessary direction to staff.

BACKGROUND:

The California Air Resources Board (CARB) has set forth regulations regarding the idling of commercial vehicles. “Idling diesel trucks and buses create toxic air pollution, contribute to global warming, and waste costly fuel – and in some cases, the operator may be breaking the law” (CARB). State regulations have been enacted that prohibit commercial vehicles weighing more than 10,000 pounds from idling for more than 5 minutes. Similar standards apply to school buses as they are prohibited from idling within 100 feet of a school. However, the City of Commerce has not adopted a local ordinance with respect to this matter.

Assembly Bill 233 added Section 43011.5 to the Health and Safety Code calling for education and outreach to increase public awareness of diesel regulations, including idling regulations. Under the requirements of this legislation, CARB is mandated to place “No Idling” signs in the appropriate locations where significant numbers of idling trucks and engines are present. A Public Works and Development Services representative has been working with Eastyard Communities for Environmental Justice (EYCEJ) on a project that would start to address this matter. The project included the following steps: 1. Conduct a study to identify truck idling hot spots in the City; 2. Present the City Council with potential next steps and seek direction; and 3. Implement the plan of action.

ANALYSIS:

Study Identifying Truck Idling Hot Spots

In order to fulfill step 1 of the above process, in 2013 EYCEJ conducted a “Truck Truthing” exercise to “identify in real time the amount of truck traffic and truck idling hot spots along

three corridors” in the City. Their findings are set forth in a document/presentation titled, “Truck Truthing in the City of Commerce. Identifying Truck Idling along 3 corridors”. A copy of the document is attached to this report. Included are maps depicting the hot spots identified in the study areas along Washington Boulevard and Atlantic Boulevard. EYCEJ continues to work closely with CARB on this matter and has secured an agreement with them to provide the “No Idling” signs.

Next Steps and Plan of Action

The next steps would then include, but may not be limited to, the following:

1. Outreach - Conduct outreach to local businesses and truckers regarding the subject matter. This can be done in a few different ways. Flyers or letters could be distributed, and the City could work with the Industrial Council to ensure proper notice is provided.
2. Sign Installation - Upon completion of the Outreach phase, installation of the subject signs would then occur. Although CARB will be providing the signs, they will not be funding their installation. Some idling hot spots have existing sign posts, whereas others would require the installation of new posts plus the signs. The City would be responsible for the installation and this potentially could be handled by staff or a private contractor. Public Works staff would also need to determine the proper location for new signs to ensure the necessary path of travel is maintained.
3. Enforcement – After installation of the “No Idling” signs takes place and sufficient time is given for businesses and drivers to become familiar with them, staff can then begin work on creating the enforcement component (ordinance, misdemeanor citations, etc). Other cities, including Fullerton, have adopted their own ordinances addressing this issue and they would be used as references and potentially as a template for the City’s own standards. Staff estimates an ordinance taking approximately 4 to 6 months to prepare and be ready for public hearings. Drafting of said ordinance would only occur after the proper direction is given and steps 1 and 2 above have already been completed. This would provide adequate time for interested parties to become familiar with the signs and the eventual enforcement associated with them.

ALTERNATIVES:

1. The City Council can direct staff to begin work on items 1 through 3 as discussed in the Analysis section of this report.
2. Provide staff with alternative direction.

FISCAL IMPACT:

The fiscal impact is unknown at this point. If directed to do so, the cost to install the signs and new sign posts would be covered by the City. Staff would come back before the City Council for an allocation of funds at the appropriate 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

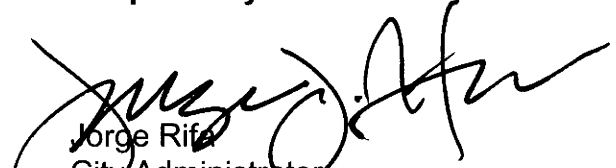
Prepared by:


Matt Marquez
City Planner

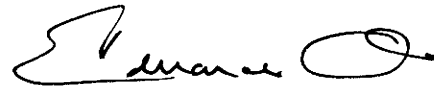
Attachments:

- 1. EYCEJ Document/Presentation
- 2. CARB Anti-Idling Information

Respectfully submitted:

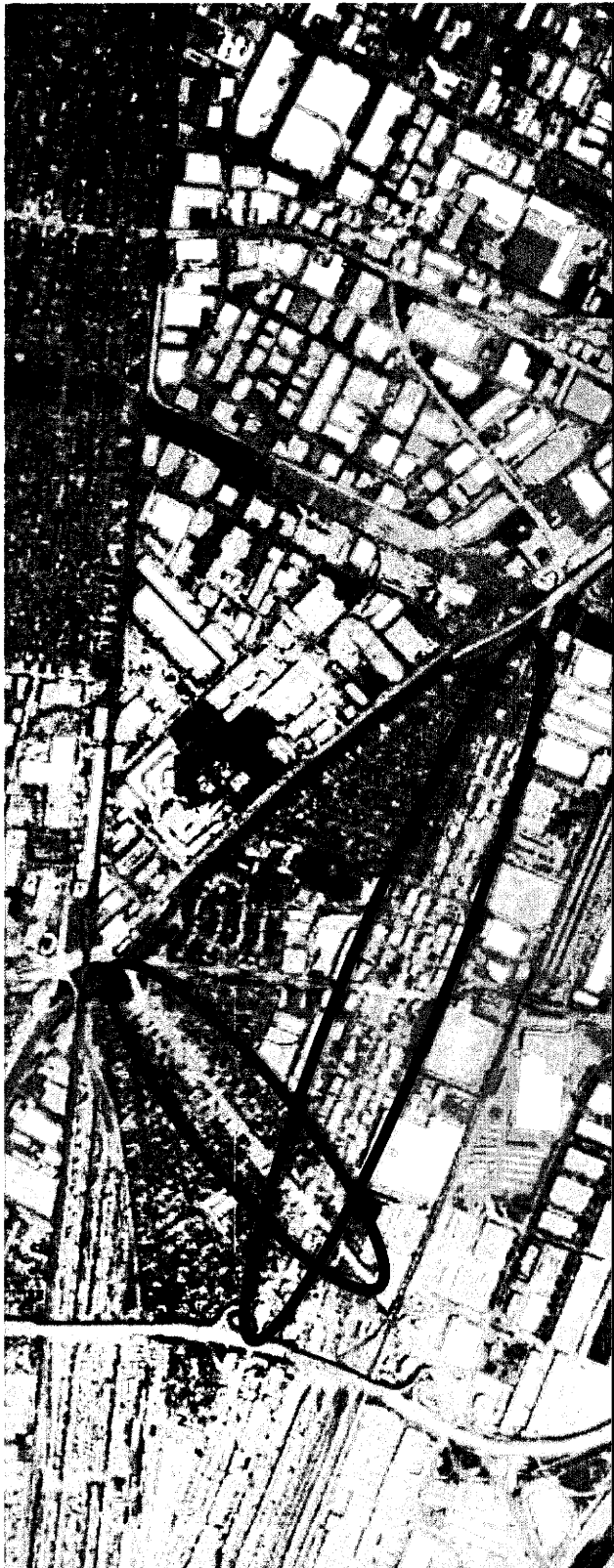

Jorge Rifa
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney

Reviewed by:


Vilko Domic
Finance Director



Truck Truthing in the City of Commerce

Identifying Truck Idling along 3 corridors

East Yard
Communities
For Environmental Justice



East Yard Communities for Environmental Justice Truck Truthing -

Every day, approximately 47,000-diesel trucks drive on the I-710 freeway. Drayage trucks transport goods from the Ports of Los Angeles and Long Beach to transloading facilities/warehousing and rail yards in Commerce. Truck movements and activities exposes the communities of Commerce to large amounts of diesel exhaust, increasing the rate of cancer, asthma and other respiratory illnesses. The 25 miles of the 710 freeway carries 20% of California's total truck traffic.

Surrounded by major freeways on three sides, the City of Commerce encompasses 6.6 square miles. Statewide, Commerce ranks in the top 10% of cumulatively impacted communities. Local City of Commerce residents and workers are disproportionately exposed to the cumulative impacts of air pollution and traffic from various toxic sources, representing the reality of living in overburdened areas where socio-economic, environmental and health factors combine to create deleterious effects on the most vulnerable populations..

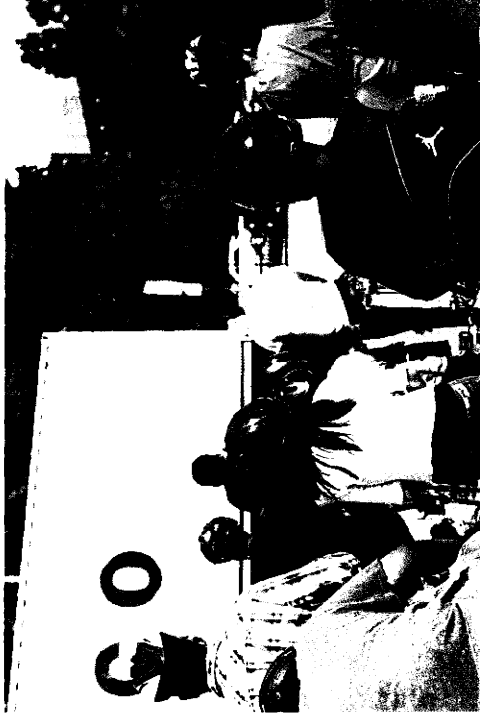
In 2004, the state of California enacted the idling airborne toxic control measure (ATCM) to protect communities such as Commerce from exposure to cancer-causing particulates in diesel exhaust from idling truck engines. The law bans certain diesel-powered vehicles from having their engines running while not moving for more than five minutes in any location. Although the law was passed, there are few resources to enforce and inform the public of the law and truck idling continues in the City of Commerce.

As a response to significant truck idling in the city of Commerce, East Yard Communities for Environmental Justice (EYCEJ) with the support of DTSC and CalEPA, has conducted this Truck Truthing exercise. The objective of this exercise is to identify in "real time" the amount of truck traffic and truck idling hot spots along three corridors in comparison to state DOT data.

A team of ten volunteers, lead by a EYCEJ staff member conduct the Truck Truthing by biking and walking the corridors, counting truck traffic and the number of idling trucks (5 min. or more) block by block.

The goal of the Truck Truthing exercise is to provide the results to the city, to inform the placement of "No Idle" signs along this corridors.

YA! Participation



Youth in Action- (YA!) is a student led project of EYCEJ at Bell Gardens High School. YA!- BG focuses on analyzing and solving the environmental and health problems faced by communities of Bell Gardens, Commerce, and East LA. YA!-BG analyzes the impacts caused by pollution sources in our communities with historical, political, economic, and social perspectives using popular education and direct action. YA! does this through leadership development, community based participatory research and student engagement. YA!-BG develops solutions to these problems by creating projects, community education opportunities, and policy change using youth empowerment, youth voice, and youth representation.

Caltrans Traffic Volumes

I-710 North/South Bound off/on to Washington Blvd.

Highway	Post mile	Description	Year	Average Daily Traffic
710	022.488	NB off to Washington Blvd.	2008	5600
710	022.498	SB on to Washington Blvd.	2008	6000
710	022.567	NB on to Washington Blvd.	2008	5400
710	022.583	SB off to Washington Blvd.	2008	6600
Highway	Post mile	Description	Year	Average Annual Daily Truck Traffic
710	21.382 to 24.32	Long Beach Freeway Interchange	2011	10,160

Caltrans Traffic Volumes

I-5 South Bound on/off Washington Blvd. ramp




Highway	Post mile	Description	Year	Average Daily Traffic
5	011.500	SB on from Washington Blvd.	2009	7400
5	011.742	SB off to Washington Blvd.	2009	9400
Highway	Post mile	Description	Year	Average Annual Daily Truck Traffic
5	0.655 to 18.394	Los Angeles, Golden State Freeway Interchange	2011	2230

Caltrans Traffic Volumes

I-5 South Bound on/off Slauson/Gage ramp

Highway	Post mile	Description	Year	Average Daily Traffic
5	009.876	SB on from Slauson/Gage	2009	12,100
5	009.936	SB off to Slauson/Gage	2012	5300
Highway	Post mile	Description	Year	Average Annual Daily Truck Traffic
5	0.655 to 18.394	Los Angeles, Golden State Freeway Interchange	2011	2230

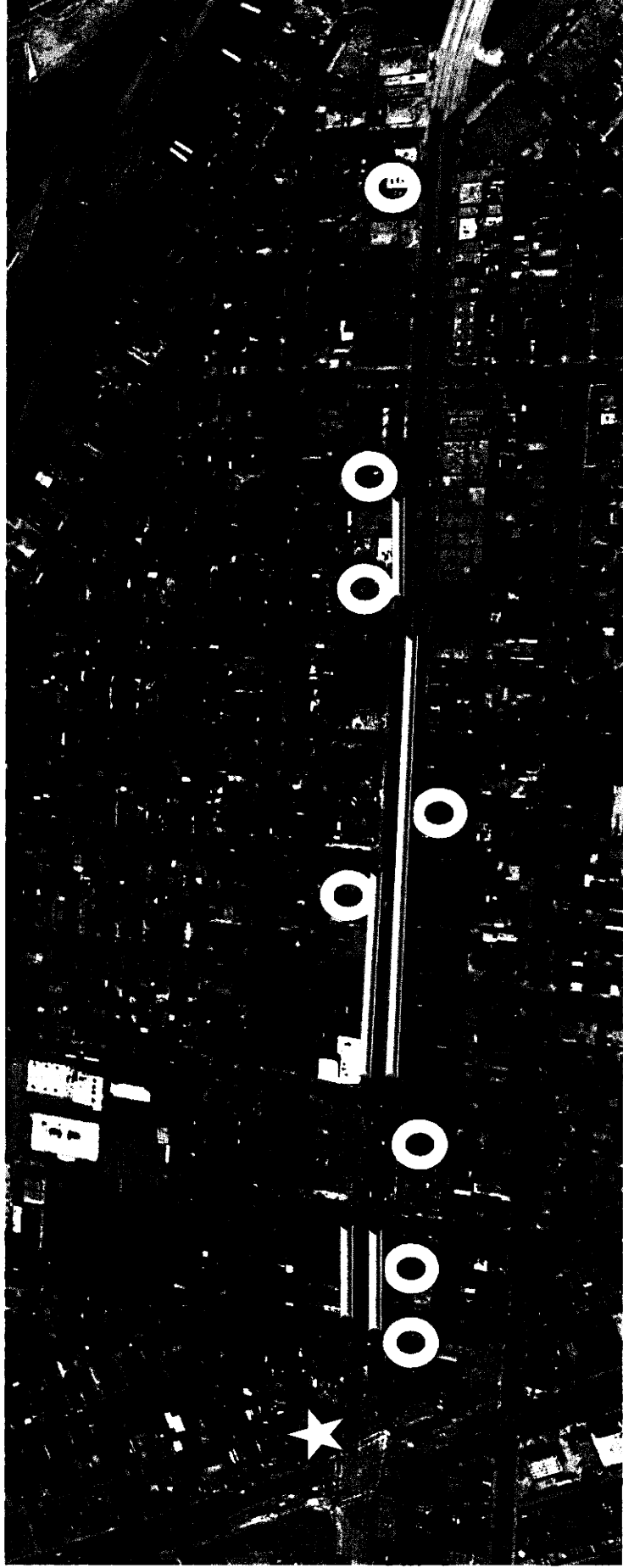
Mapping Area 1 a- Truck Truthing
 Atlantic Blvd. (between Washington and Eastern ~0.5 miles)
 Tuesday August 20th 2013 from 2:15 -3:15pm

-  Idling Truck (5min or more) 29
-  Existing Sign Post Locations 8
-  Location of Truck Counting
 Atlantic Blvd. N&S bound @ Washington Blvd. Total 294

4

6


5





6

8

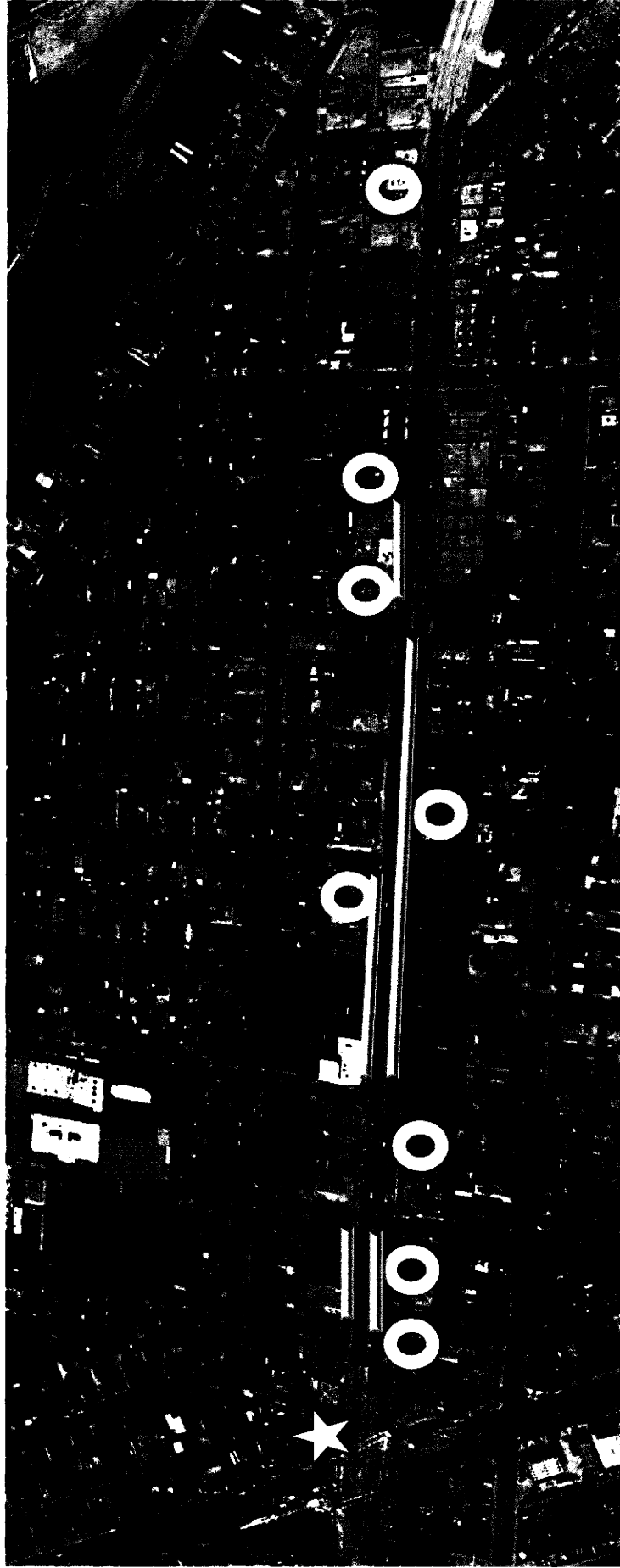
Mapping Area 1b- Truck Truthing
 Atlantic Blvd. (between Washington and Eastern ~0.5 miles)
 Tuesday August 20th 2013 from 2:15 -3:15pm

 Location of Truck Counting
 Atlantic Blvd. N&S bound
 @ Washington Blvd. Total 294

 Idling Truck (5min or more) 29

 Existing Sign Post Locations 8



4 6 5




6

8

Mapping Area 2a- Truck Truthing
 Washington Blvd. (between I-710 and Eastern ~1 mile)
 Monday August 19th 2013 from 4:30 and 5:30pm

-  Idling Truck (5min or more) 51
-  Existing Sign Post Locations 5

 Location of Truck Counting
 Washington Blvd. E&W bound
 @ Atlantic Blvd. Total 916


3 12 10



6 6 11 3

Mapping Area 2b- Truck Truthing
 Washington Blvd. (between I-710 and Eastern ~1 mile)
 Wednesday August 28th 2013 from 4:30 and 5:30pm

 Idling Truck (5min or more) 42

 Existing Sign Post Locations 5

 Location of Truck Counting
 Washington Blvd. E&W bound
 @ Atlantic Blvd. Total 511

4

13

5



2

7

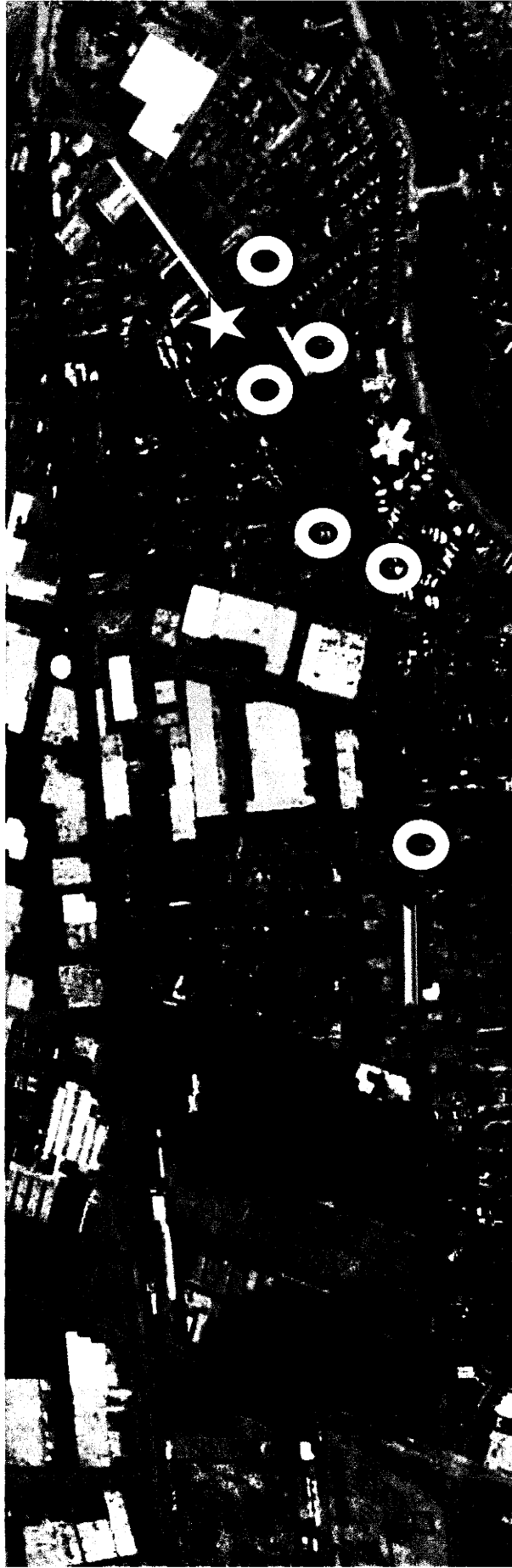
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Mapping Area 3a- Truck Truthing
 Gage Blvd. (between Garfield and Slauson ~2 miles)
 Thursday August 13th 2013 from 2:30 and 3:30pm

-  Idling Truck (5min or more) 18
-  Existing Sign Post Locations 6

 Location of Truck Counting
 Gage Blvd. E&W bound
 @ Greenwood Blvd. Total 102




8



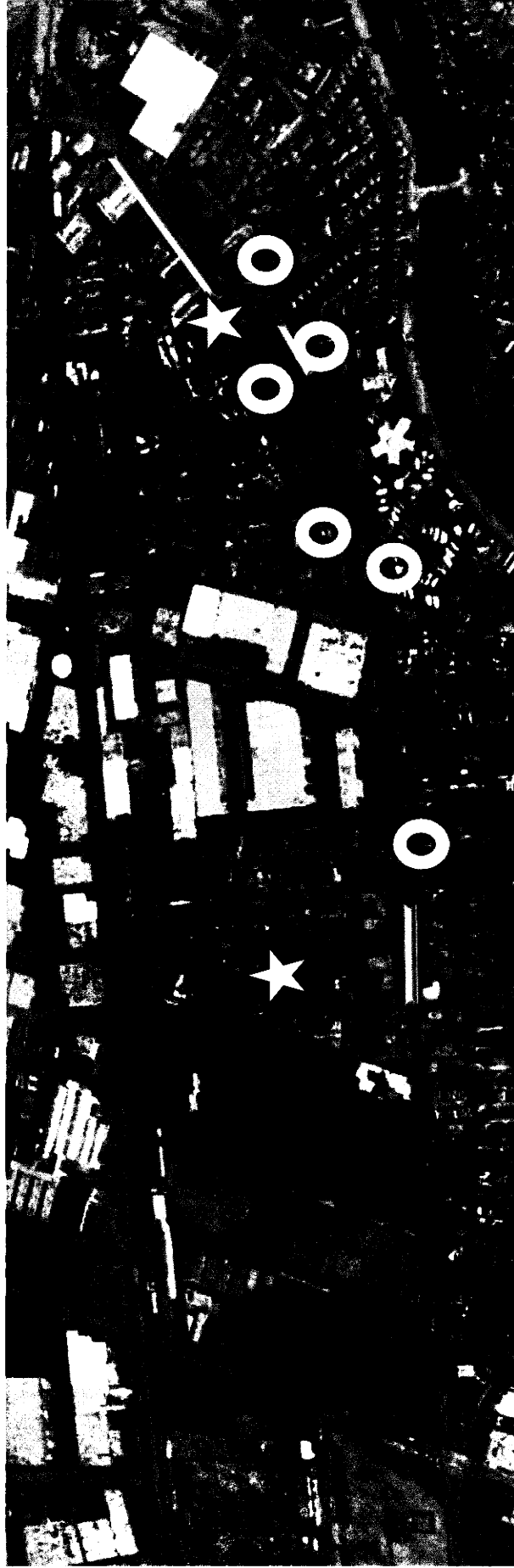
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Mapping Area 3b- Truck Truthing
 Gage Blvd. (between Garfield and Slauson ~2 miles)
 Wednesday August 21th 2013 from 2:30 and 3:30pm

-  Idling Truck (5min or more) 5
-  Existing Sign Post Locations 6
-  Location of Truck Counting
 Gage Blvd. E&W bound
 @ Greenwood Blvd. **Total 50**

2



2

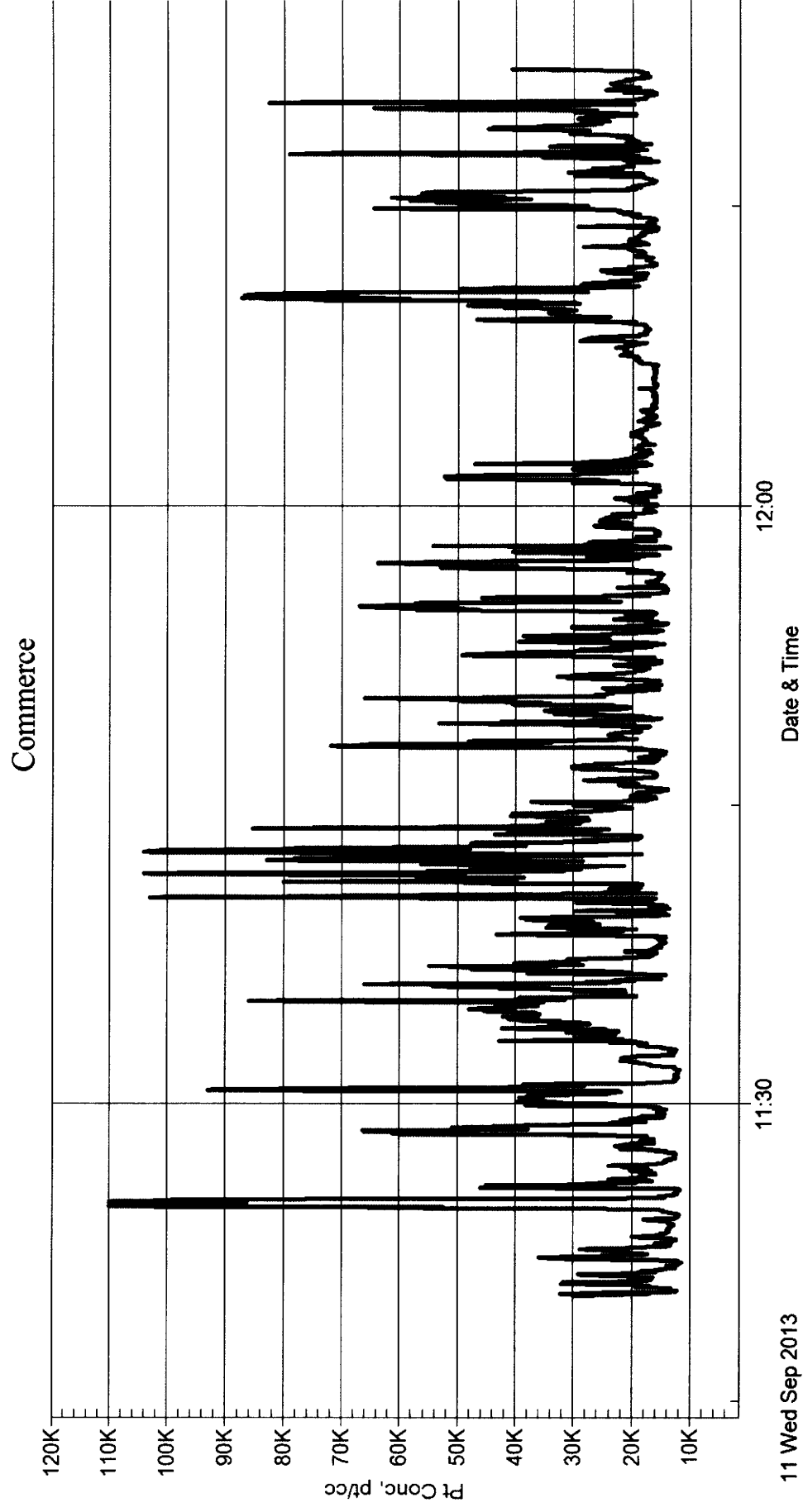
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P-Trak data

Ultra Fine Particle -Air Monitoring

- Monitoring on Washington Blvd 9/11/13 between 11:15-12:30pm
- Levels of ultrafine particles:
 - Highest measured: 110,000 particles per cm^3
 - Average: 26,152 particles per cm^3
- Traffic
 - 576 trucks
 - 1922 cars
 - 23% of the total traffic was made up of trucks

Graph of ultrafine particle levels



Draft Recommendation :



- Conduct outreach and education to local businesses and truck drivers of benefits of idle reduction and state regulation.
- Post No-Idling signs in hotspot areas.
- Slate a timeline to adopt a Anti-Idling ordinance.

California Air Resources Board's Anti-Idling Rule

The California Air Resources Board (ARB) regulation affects diesel-fueled commercial vehicles weighing more than 10,000 pounds that are operating in California, regardless of where they are registered. School Bus Idling- No idling within 100 feet of a school. Restart engine no more than 30 seconds prior to departure. Commercial Vehicle Idling- No idling for more than 5 minutes

Three ways Local Law Enforcement can cite violators:

1. Adopt anti-idling ordinance,
2. Cite as misdemeanor with notice to appear and \$500 bail (that presumably can be mailed in instead of appearing)

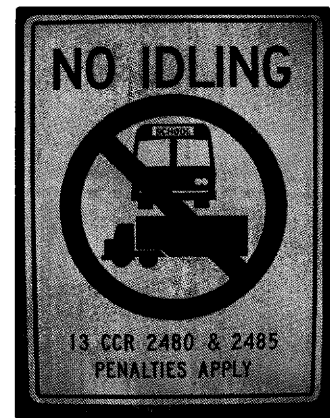
Based on the LA area average bail could be \$500 if cited as a misdemeanor per HSC sections 39675, 42400: **Unlisted Misdemeanors** - *For all offenses chargeable as straight misdemeanors for which there is no uniform bail and which are not otherwise provided for in this schedule, including unlisted subdivisions, the bail is \$500, except that if the minimum fine for the offense (not including any penalty assessments) is greater than \$500, then the bail is the amount of the minimum fine.]*

3. In counties with a bail schedule for Veh. Code 40001(b) write citations noting vehicle code plus CCR reference to idling ATCM.

Infraction under Vehicle Code 40001 combined with the idling ATCM, bail should be \$300 (minimum fine for idling ATCM)

"No Idling" signs

Assembly Bill 233 added Section 43011.5 to the Health and Safety Code calling for education and outreach to increase public awareness of diesel regulations, including idling regulations. Under the requirements of this legislation, ARB is mandated to place "No Idling" signs in appropriate locations where significant numbers of idling trucks and engines have been found.



Michelle Shultz Wood, Air Resources Board
mshultz@arb.ca.gov (626) 459-4338



FACTS ABOUT

California's Commercial Vehicle Idling Regulations

Idling diesel trucks and buses create toxic air pollution, contribute to global warming, and waste costly fuel – and in some cases, the operator may be breaking the law. Find out how you can help keep emissions in check so we can all breathe easier.

Which vehicles are covered?

Heavy-duty diesel vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 lbs. or heavier.

How long can I idle?

Idling for more than 5 minutes is prohibited within California's borders. While at a school, the driver must shut down the engine immediately upon arrival and leave within 30 seconds of starting the engine.

What are the fines?

Fines start at \$300 and can be as much as \$1000 per day.

Are there situations where idling is allowed?

Yes. Idling is allowed in the following situations:

- You are stuck in traffic
- When idling is necessary to inspect or service your vehicle
- You are operating a power take-off device
- You cannot move due to adverse weather conditions or mechanical failure
- You are queuing (must be beyond 100 feet from any residential area)
- Your truck's engine meets the optional low-NOx idling emission standard, and your truck is located more than 100 feet from any residential area (clean-idle label required)

See www.arb.ca.gov/noidle for a complete list of exemptions.

If I can't idle, what can I do about cab comfort?

Listed below are some available idle reduction technologies:

- Battery-powered auxiliary power systems
- Fuel-fired heaters (restrictions apply; see www.arb.ca.gov/noidle)
- Diesel-fueled auxiliary power systems (restrictions apply; see www.arb.ca.gov/noidle)
- Truck stop hookups that provide heat, cooling, electricity and other services throughout California

Visit www.arb.ca.gov/cabcomfort for further details on these and other idle-reduction technologies.

What restrictions apply to idle-reduction technologies?

- You may not operate a diesel-fueled auxiliary power system for more than 5 minutes within a 100 feet of a residential area
- Diesel-fueled auxiliary power systems (APS) on trucks with 2007 or newer model year engines must meet additional requirements (verified clean APS label required)
- Fuel-fired heaters must meet certain emission standards

Visit www.arb.ca.gov/noidle for further details.

If I see a truck illegally idling, what should I do?

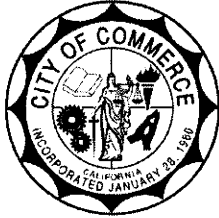
Call us at 1-800-END-SMOG or email helpline@arb.ca.gov with the following information:

- Date and time you saw violation
- Location (cross streets or address, and city) of the incident
- License plate number from the front of the truck, including state
- DOT, MC and MX number from side of door
- Company name and any identifying marks on the truck
- Details about the observed idling violation

Your calls or email may be kept anonymous, if requested.

Where can I get more information?

- www.arb.ca.gov/noidle
- 1-800-242-4450



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 11

FROM: City Administrator

**SUBJECT: RECREATIONAL SPORTS FEE WAIVER FOR BRISTOW PARK
TEAMS**

MEETING DATE: May 6, 2014

RECOMMENDATION:

As directed by Council at the meeting of April 7, 2014, the City Council will discuss and approve the Department's implementation of a fee waiver (on a possible trial basis) for City of Commerce residents who register for youth sports at Bristow Park.

ANALYSIS/BACKGROUND:

The Department of Parks and Recreation has noticed a decline in registration for recreational sports in the Bristow Park area. Although some of our other 3 parks may have full rosters, residents who have the choice to play at Bristow Park would rather not participate at all.

Per Council's efforts to increase participation for recreational sports programs at Bristow Park, the Department has initiated a fee waiver for all City of Commerce residents who choose to play at Bristow Park for the 2014 Baseball/Softball season.

ALTERNATIVES:

1. Council may approve the current fee waiver process for this season only.
2. Council may approve the current fee waiver process for the rest of the Calendar year.

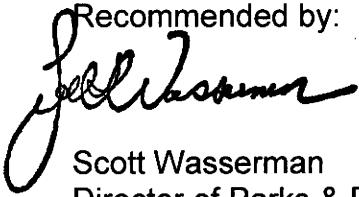
FISCAL IMPACT:

The fiscal impact will have a minimal loss of revenue, depending on what tier resident card each child may have on file (approximately \$500.00 per season).

RELATIONSHIP TO STRATEGIC GOALS:

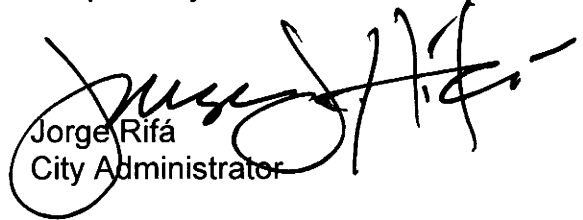
This agenda item relates to Strategic Goal #1: Develop Citywide Plan to enhance and maintain the City of Commerce environment and infrastructure to create livability and quality of life for those who life, work and play in the community.

Recommended by:



Scott Wasserman
Director of Parks & Recreation

Respectfully submitted,



Jorge Rifá
City Administrator

Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 12

FROM: City Administrator

SUBJECT: ANALYSIS OF THE "PLUS" RESIDENT ACTIVITY CARD

MEETING DATE: May 6, 2014

RECOMMENDATION:

This item was agendized at the request of Mayor Baca Del Rio and Councilmember Altamirano, who asked staff to provide an analysis of the *PLUS* Resident Activity Card, with the possibility of reducing the \$35 fee.

Based on the rising popularity of the PLUS card, it appears that residents are realizing the below-market price and value of the card and the accessibility it provides to Parks and Recreation programs. At this time, the Department does not recommend reducing the price of the PLUS card.

ANALYSIS/BACKGROUND

Prior to 2011, the Parks and Recreation Department issued only one type of Resident Activity Card that cost \$5 in 2009 and \$7.50 in 2010. Card holders were required to purchase the card to register for any recreation activity and were required to pay additional registration fees associated with specific activities.

In October 2011, the department began offering 3 types of Resident Activity Cards for purchase by the public:

1. Basic Card (\$10) -Purchase of the Basic Card allows one the flexibility of paying registration fees only for the activities the card holder plans to use.
2. Plus Card (\$35) -Purchase of the Plus Card allows one to register for many popular activities without having to pay additional registration fees. Although the registration fees for many programs are included in the purchase of the Plus card, some classes may include additional materials fees, which are used to purchase materials that the participant needs to participate in the class (Arts and Crafts classes, scrapping, ceramics).
3. Premier Card (\$60)- The Premier Card costs \$60 and is intended for participants in the city's competitive sports program.

For the period of December 2012- December 2013, the City collected \$72,150 from the sale of 4,605 Resident Activity Cards, broken out as follows:

Basic:	3,837 X \$10=	\$38,370.00
Plus:	492 X \$35=	\$17,220.00
Premier:	276 X \$60=	\$16,560.00
		\$72,150.00

The sale of PLUS cards during this period accounts for 24% of revenue, or 11% of all cards sold. The sale of PLUS cards increased by 40% from FY 11-12 (350) to FY 12-13 (492).

The PLUS card was designed to allow residents to pay a one-time flat fee of \$35, which includes the registration fee for many popular programs. A comparison chart is provided below to illustrate the savings one can achieve by purchasing a PLUS card, versus purchasing the Basic Resident Activity Card for \$8 and paying registration fees a la carte:

<u>Comparison Chart (\$35)</u>	<u>Pay as you go registration fees w/Basic Card</u>
Adult Class – Arts & Crafts	\$15.00 per session
Adult Class – Ceramics	\$15.00 per session
Adult Class – Scrapbooking	\$15.00 per session
Aquatic Water Exercise Program/Class	\$1.50 each class meeting
Exercise Programs (All parks-per session)	\$15.00 per session
Preschool/Tiny Tot Program	\$30.00 per session
Recreation Dance (all)	\$15.00 per session
Sports (All recreational)	\$8.00 per session

The Parks and Recreation Department already offers several options to minimize the financial hardship to residents who are purchasing Resident Activity Cards and paying registration fees that include:

1. Multi Child Discount- When registering multiple children in the same family for youth sports programs, families are only required to pay registration fees for the first two children and registration fees are waived for additional children.
2. Discount Resident Activity Card Program- Residents that qualify for the City's food distribution program automatically qualify for reduced price Resident Activity Cards. With this program, residents may purchase the basic card for \$5; the PLUS card for \$15; and the Premier Card for \$30. To date, this program has provided discount Resident Activity Cards to 120 recipients.
3. Payment Plan- Residents paying with a credit card may opt to pay for Resident Activity Cards and registration fees on a payment plan that may last up to 6 months.

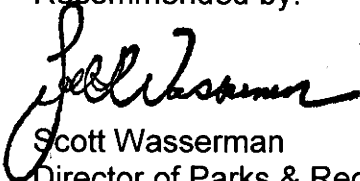
FISCAL IMPACT:

If Council reduces the fee for the PLUS Card, it is expected that the City will collect less revenue associated with the sale of this card.

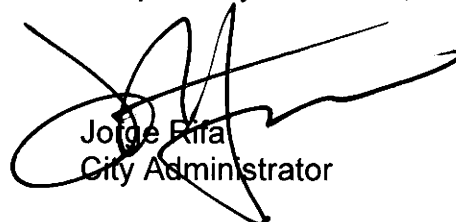
RELATIONSHIP TO STRATEGIC GOALS:

This agenda item relates to Council's Strategic Goal of growing revenues and reviewing the city's fee structure for services provided. The price of the Resident Activity Cards was established by Council and can be changed, per Council discretion.

Recommended by:


Scott Wasserman
Director of Parks & Recreation


Respectfully submitted,

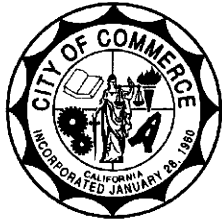

Jorge Fria
City Administrator

Reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

FROM: City Administrator

SUBJECT: MEETING ROOM RENTAL POLICY

MEETING DATE: May 6, 2014

Item No. 13

RECOMMENDATION:

This item was agendized at the request of Mayor Baca Del Rio for discussion and Council direction as deemed appropriate.

ANALYSIS/BACKGROUND:

The Parks and Recreation Department rents meeting rooms at all four parks, on a first come first serve basis. Per the policy (attached), Commerce residents with current Resident Activity Cards may reserve meeting rooms for family social activities, such as birthdays, weddings, anniversaries, showers, etc. Companies located in Commerce may use the facilities for business purposes only. Meeting rooms and picnic shelters are not available for rental by outside groups or businesses. This policy appears in the Parks and Recreation Department's quarterly brochure and on the Facility Request Application and Agreement that is signed by the patron.

On October 22, 2013, Community Services Commissioner Joanna Flores submitted a Facility Request Application and Agreement (attached) to reserve a meeting room at Rosewood Park for a party, to be held on March 29, 2014. The application was approved based on the written description provided for the type of activity—a party—which is consistent with the policy.

The following Monday, the Department was notified that the event was not a party but a community training workshop organized by the National Woman's Political Caucus of California, entitled, "LA Metro Training-How to Run a Low Budget Campaign." In addition, the organization's flyer that was posted on their website indicates that participants were charged to attend the event, in violation of Commerce Municipal Code MC 9.06 (18). This use of the meeting room would not have been approved by the Parks and Recreation Department, had the department been aware of the nature of the event.

In determining the appropriate sanction for Commissioner Flores, the Department reviewed past sanctions imposed on patrons who violated rules pertaining to the rental of meeting rooms. Violations of rental policies are rare. In 2008, a patron rented a meeting room for a bridal shower for which masseuses were hired to provide massages to attendees. The windows to the room were covered over and staff stopped the massages.

Because the Department determined that the patron was unaware of that the massages would be prohibited, sanctions were not applied in this case.

In 2010, the Department denied an application for a real estate seminar on the basis that it would have violated MC 9.06 (18), which prohibits individuals and organizations from renting a meeting room for the purpose of practicing, carrying on, or soliciting for trade, occupation, business or profession. Additionally, this use of a meeting room would not have been consistent with a party, or social activity, as stipulated in the policy.

Ultimately, the Parks and Recreation Department suspended Commissioner Flores' ability to rent a meeting room for a period of six months and kept the \$50 deposit that was submitted with the Facility Request Application and Agreement.

As the department was preparing this agenda report, staff realized that there is one organization that the department allowed to rent a meeting room for the purpose of providing a series of women's empowerment workshops. Life Builders approached the department and Council on separate occasions, requesting to rent a meeting room for this purpose. The department exercised discretion in approving the room rental permit because the non-profit organization was offering valuable services to the community, and the department could accommodate the request without impacting existing programming or room reservations at Bristow Park (a traditionally underserved area). Additionally, the group was charged the Industrial rate for room rental of \$100.00 per meeting.

As this agenda report was being finalized, Councilmember Robles requested a copy of the Room Rental Policy and the Facility Request – Application and Agreement for Use of City Facilities. Staff has attached this information as part of the agenda report.

ALTERNATIVES:

Council may wish to direct staff to revise the Meeting Room and Picnic Shelter Rental Policy.


FISCAL IMPACT:

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

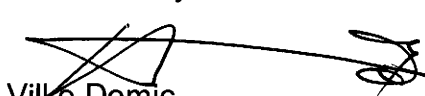
RELATIONSHIP TO STRATEGIC GOALS:

This item is not related to any of Council's strategic goals.

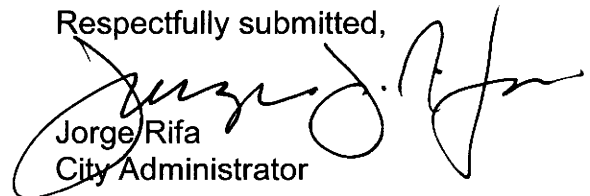
Recommended by:


Scott Wasserman
Director of Parks & Recreation

Reviewed by:


Vilko Domic
Director of Finance

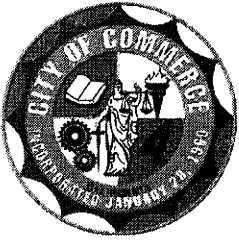
Respectfully submitted,


Jorge Rifa
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney

ATTACHMENTS:



City of Commerce

Department of Parks and Recreation

April 2, 2014

Scott Wasserman
Director

Joanna Flores
4931 Jillson Street
Commerce, CA 90040

Dear Miss Flores:

On Saturday, March 29, you used a community room at Rosewood Park for a party. The Parks and Recreation Department approved your Facility Application and Agreement based on your description of the event that is consistent with the intended use of facilities—for family and social activities.

Per our conversation on April 2, 2014, you acknowledged that you used the facility to offer a community workshop and not a party or social activity, as indicated on your Facility Use Application and Agreement. In addition, workshop participants were charged for attending the event, in violation of MC 9.06 (18), which prohibits individuals and organizations from practicing, carrying on, or soliciting for trade, occupation, business or profession.

Please be advised that the Department is suspending your ability to rent a community room for a period of 6 months (until September 29, 2014), for a violation of the terms of the Facility Use Application. The Department is also withholding the room deposit of \$50. Future incidents of this nature may result in your inability to rent community rooms or the revocation of your Resident Activity Card.

Please call if I can provide additional information.

Sincerely,

Scott Wasserman
Director of Parks and Recreation

2535 Commerce Way
Commerce, CA 90040
Phone: 323•722•4805
Fax: 323•838•4255
scottw@ci.commerce.ca.us
www.ci.commerce.ca.us

“Where Quality Service Is Our Tradition”



City of Commerce
 DEPARTMENT OF PARKS AND RECREATION
 2535 Commerce Way
 Commerce, California 90040
 323-722-4805, extension 4434

9708
 Permit Number

3628

Resident Activity Card Number

FACILITY REQUEST

Application and Agreement for Use of City Facilities

10/22/13
 Date

Facility Requested: Rosewood Park Mtg Rm Date Requested: 3/22/14 # Attending: 50

Time Requested from: 12:30 a.m. to: 4:30 p.m. Type of Activity: Party

Name of Organization	Address	City	Zip	Telephone
Joanna Flores	4931 Jillson St	Commerce, CA	90040	
Person in Charge	Address	City	Zip	Telephone

Special Requests: Tables / Chairs

Yes, I agree to have tables papered at a rate of \$20.

No, I do not want papered tables.

The applicant shall accept full responsibility for any breakage or damage to properties or buildings. The applicant shall accept full responsibility for the conduct of those in the group using the facility. The applicant shall leave the facility in as clean and orderly condition as it was when the group's scheduled use began. All decorations & tape must be removed from the facility at the conclusion of the event.

If permission is granted to use a kitchen facility, the permit group is responsible for using the equipment with reasonable care and for providing all necessary labor to clean the kitchen immediately after use. Any property belonging to the City of Commerce is not to be moved, removed or replaced without the supervision of a staff member.

In accordance with the City of Commerce Municipal Code Section 9.08.010, amended by Ordinance No. 59, the consumption of alcoholic beverages is prohibited in or on any City facility.

This permit may be revoked for failure to observe City of Commerce rules and regulations, for improper conduct, or when cancellation is necessary for other reasons. The City has priority at all Commerce facilities and reserves the right to revoke this permit at any time.

The Facility Use Deposit is due when application is submitted and can be picked up in City Hall 3 days after usage if facility is left clean and without damages. Checks left more than 60 days will be destroyed. Cash left more than 60 days will be deposited to a City account and a City check will be issued to the patron.

I understand that I am not allowed to have balloons of any sort, in the Rosewood Park facility.

A 48-hour notice of cancellation is requested. Failure to give cancellation notice before the scheduled use will result in assessment of set up and break down expenses, which will be deducted from the Facility Use Deposit.

Signature of Applicant (must be 21 years of age or older)	Address	City	Zip	Telephone
<i>[Signature]</i>				

Filming on City property requires 10 days notice prior to film shoot for permit processing and approval. 48-hour cancellation notice is required to avoid assessment of rental fees.

Long term/multiple date facility requests have an automatic cancellation policy. Failure to show for a scheduled use without notice of cancellation will void the request.

FOR RESIDENTS USE both the person signing this facility request and the person listed on the facility request as person in charge must be Commerce residents and one or the other must be present at all time during the event. Facility use is strictly for family social activities. The City does not accept any responsibility for loss or theft of items belonging to the applicant or member of their party.

I agree to promptly reimburse the City of Commerce for any loss or damage to City property resulting from this use and will not apply for, or cause to be applied for, any further permit to use City facilities while any claim remains unpaid.

I hereby certify that I have read and will abide by the rules and regulations printed on this application. I further agree that by signing this application, and the organization I represent, shall hold the City of Commerce and all of its agents or employees free and blameless from any liability or damage which may arise from use of City facilities.

The applicant shall provide a certificate of general liability insurance in an amount of not less than \$1 million with the City of Commerce named as an additional insured. The certificate of insurance must be received by the Department of Parks and Recreation not less than fourteen (14) days prior to anticipated use. Insurance certificates not submitted within the required timeframe will result in denial of the permit.

OFFICE USE ONLY

Is Facility Available? Yes No Is activity sponsored by the Department? Yes No

Deposit Amount \$ 50 Cash Check # 1376 Received by *[Signature]*

Charge Amount \$ 25.00 Due by _____ Paid on _____

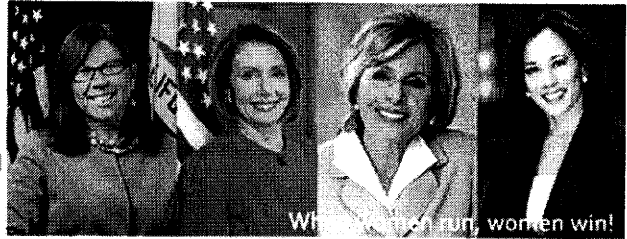
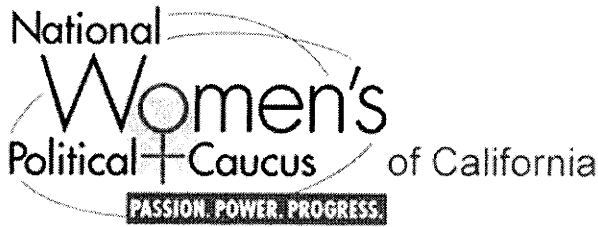
Notes: _____

Received by: *[Signature]*
 Clerk _____
 Asst. Director _____

Approved/Denied: _____

Date: _____

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Board Members Only



Home → Events →

LA Metro Training – How to Run a Low Budget Campaign

Posted by Lori Vandermeir 4pc on · Flag

If you're interested in helping a woman run a successful campaign or if you're running and need to know how to run a campaign on a shoestring budget, join the LA Metro candidate training on Saturday, March 29th!

Renowned trainer, Diana Peterson-More, will walk you through the ingredients of success, highlighting the do's, the don'ts and the resources to make it possible.

Each attendee will receive materials on a flash drive and are encouraged to bring a laptop or tablet to use during the training.

Cost: \$35 (NWPC Members in advance before 3/14/2014) and \$40 at the door

Note: The cost includes training materials

Registration begins at 12:00 PM. The training begins at 12:30 PM

Opening Remarks by Congresswoman Lucille Royball-Allard, Assemblymember Cristina Garcia and Denise Robles from the City of Commerce

Light refreshments will be provided.

[Click here to view the flyer for this event.](#)

WHEN

March 29, 2014 at 12:30pm – 4:30pm

WHERE

Rosewood Park (Community Center)
5600 Harbor St
Commerce, CA 90040

Join

Donate

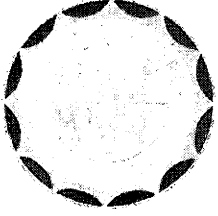
Events

NWPC California
Like

457 people like NWPC California.

Facebook social plugin

Follow @NWPCCA 360 followers



CITY OF COMMERCE

Tina Baca Del Rio
Mayor

April 18, 2014

Ms. Jennifer Kilby
National Women's Political Caucus in California

RE: Training Event in Commerce

Dear Ms. Kilby:

Recently on March 29th, 2014, the National Women's Political Caucus of California conducted a training event ("LA Metro Training – How to Run a Low Budget Campaign") in the City of Commerce at the City's Rosewood Community Center.

Let me say as a woman and as the Mayor of the City, I support training for all women who are seeking to improve their effectiveness by enhancing their political leadership skills through training. In fact, on March 22nd, a week prior to your event, the City hosted a special forum, "When Women Succeed America Succeeds", sponsored by three excellent Congressional leaders: Congresswomen Lucille Roybal-Allard, Janice Hahn, and Grace Napolitano.

Unfortunately, Ms. Joanna Flores, the individual who reserved the Commerce facility meeting room for the training did so under false pretenses by falsely describing the training as a "Party" on the facility request form. The use of the room by City policy is for family social events. It is disappointing to me that this was done. I am writing to assure you that as our Parks and Recreation Department holds Ms. Flores accountable for falsifying information in violation of the City's facility rental policy, that this does not get back to your organization as a distorted reaction that the Council or our community are hostile to your efforts to empower women.

In the future, please contact our administrative office directly at councilstaff@ci.commer.ca.us should you require the use of our facilities again. There was no need to surreptitiously schedule your training. The National Women's Political Caucus of California is welcome in our City.

Respectfully,

A handwritten signature in cursive script that reads "Tina Baca Del Rio".

Tina Baca Del Rio
Mayor



Special Services

MEETING ROOMS AND PICNIC SHELTERS

On a first-come, first-served sign up basis, meeting rooms and shelters are available for rental at all four City of Commerce parks. Shelters are open to the public, with residents receiving priority. Residents are welcome to visit our Commerce Active Net web site for facility availability at activenet.active.com/commerce.

Commerce residents with current resident activity cards may reserve a room or shelter for family social activities such as birthdays, weddings, anniversaries, showers, etc. Reservations can be made at the Department of Parks and Recreation.

Commerce residents may not use the rooms or shelters for company picnics or school events. Companies located within the City of Commerce may use the meeting room facilities for business purposes only.

A \$25.00 fee for meeting rooms, a \$10.00 fee for picnic shelter (for residents) and a \$50.00 deposit is required at the time a Facility Request is submitted and will be refunded if there are no violations of facility use, rules and regulations. Please allow for a minimum of one-week processing period for approval. All facility requests are subject to approval. We reserve the right to change and add additional charges to our facilities. Tables may be covered for an additional charge of \$20.00 (optional).

A current Resident Activity Card must be shown at the time the Facility Request is submitted and resident must be over 21 years of age. Meeting rooms and picnic shelters are not available for rental by outside groups or businesses.

TABLES AND CHAIRS

Residents with a current Resident Activity Card may reserve a maximum of 25 chairs and 3 tables for weekend use (Thursday - Monday) on a first-come, first-served sign up basis. Due to limited supplies, make your reservations early at the Department of Parks and Recreation. A \$20.00 fee for rentals and a \$50.00 deposit required at the time the reservation is made.

Reminder

The following is prohibited at all parks and facilities:

Skating/rollerblading, alcohol, bike riding, tackle football, organized soccer, skateboarding, and unleashed dogs.

City Hall Department of Parks and Recreation

2535 Commerce Way (323) 887-4434

8:00 a.m. - 6:00 p.m.

Monday - Friday

Administrative Assistant - Patricia Borunda

Facility Maintenance

(323) 216-9965

Supervisor - Larry Garcia

Park and Street

Medians Maintenance

(323) 887-4431

Park Maintenance Crew Leaders

Pete Dorame & Nick Padilla

Recreation

(323) 722-4805 ext. 2225

Recreation Coordinator - Tina Fierro

Snack Bar Operations

(323) 887-4424

Food Service Attendant Supervisor -

Blanca Massia

Sports Division

5600 Harbor St. (323) 887-4432

Sports Supervisor - Frank Garcia

Central Receiving

5625 Jillson St. (323) 887-4449

Central Store Specialist - David Hovik

Stock Helper - James Mojica





CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 14

FROM: City Administrator

SUBJECT: APPROVAL AND ISSUANCE OF REQUEST FOR QUALIFICATIONS
(RFQ) FOR CONSULTANT SERVICES

MEETING DATE: May 6, 2014

RECOMMENDATION:

Authorize staff to issue the Request for Qualifications (RFQ) for Consultant Services to develop an on-call list of qualified consultants for Consultant Services for various Capital Improvement Projects and Programs (CIP).

ANALYSIS:

On August 6, 2012, the City Council approved the submittal of Measure AA (the "Measure") to the City voters at the November 6, 2012 Election. The Measure proposed to raise revenue to offset severe State budget cuts and provide funding for such things as repair, maintenance and improvement of streets, sidewalks, public facilities, parks, libraries and other services in the City of Commerce (the "City".) The Measure was approved by 67% majority of the voters.

Measure AA also established an Oversight Committee made up of City residents and business representatives who monitor and report on the expenditures of the tax revenues and has made recommendations to the City Council for the use of the revenues. The Measures AA Advisory Committee developed a proposed Measure AA Plan (the "Plan") which identifies 49 Capital Projects and Maintenance Programs with a total estimated budget of approximately \$47 million.

City Staff has also been successful in obtaining approximately \$26 million in transportation grant funding to complete regionally significant transportation projects and special projects. These projects include: Washington Boulevard Widening and Reconstruction (350' West of Indiana Street to I-5 Freeway); Telegraph Road Pavement Rehabilitation (Rio Hondo Bridge to Atlantic Boulevard); Commerce 26th Street MetroLink Station; Railroad Crossing Improvements (Pavement Rehabilitation) Garfield Avenue between Yates Avenue and Malt Avenue; Garfield Avenue at Slauson Avenue Intersection Improvements (Phase II); and Sheila Street Drainage and Street Improvements.

In order to implement the City's aggressive CIP Program, there is a need for Consultant Services to accomplish various tasks and support the planning, design and construction activities which may include, but not limited to the following:

- Construction Management
- Labor Compliance
- Material Testing
- Pavement Evaluation and Management
- Soils Testing
- Geotechnical Services
- Environmental Testing
- Engineering and Design
- Traffic Engineering
- Surveying
- California Environmental Quality Act (CEQA) Documents Compliance
- Master Plans and Technical Studies

In order to have a transparent selection process for Consultant Services selection and to follow the guidelines of State and Federal Program requirements, and to allow oversight by the Measure AA Oversight Committee, the department requests to implement the Consultant Selection process in Chapter 10 of Caltrans' Local Procedure Manual (the "Manual"). "Attachment A" are excerpts from Chapter 10 of the Manual and Federal Form 330 which will be utilized to qualify the Consultants.

The selection process is as follows:

1. One time advertisement for Statements of Qualifications (SOQ) (Federal Form 330) for all expected consultant services for the next 18 months.
2. Respondents' qualifications are ranked and lists of qualified professional are developed by area of expertise.
3. The top 3 firms are asked to interview and provide a fee schedule, the 3 firms are ranked
4. The top ranking firm is asked to propose on a specific project and a consultant services contract is negotiated. If parties cannot agree on a fee, the next ranking firm is asked to negotiate a fee.
5. Once a successful contract is negotiated, Staff returns to Council for approval.

This process complies with both State and Federal selection processes and provides a comparative field of qualified professionals to establish an on call list for professional services.

ALTERNATIVES:

1. Approve staff's recommendation
2. Reject staff's recommendation
3. Provide staff with further direction

FISCAL IMPACT:

No funds will be expended at this time until the Consultants are selected and contracts are approved by the Council at a future date. The future funds that will be utilized for the Consultant Services and Construction will be Grant Monies, General CIP Funds and Measure AA.

RELATIONSHIP TO STRATEGIC GOALS:

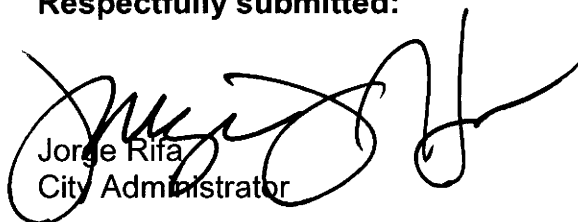
The issue before the Council is applicable to the following Council's strategic goal: "Improve and maintain infrastructure and beautify our community" as identified in the 2012 Strategic Plan.

Recommended by:



Maryam Babaki, P.E.
Director of Public Works & Development Services

Respectfully submitted:



Jorge Rifa
City Administrator

Prepared by:



Wendell Johnson, P.E.
Assistant Director of Public Works & Development Services

Reviewed by:



Vilko Domic
Finance Director

Approved as to form:



Eduardo Olivo
City Attorney

ATTACHMENTS:

1. "Attachment A"

“Attachment A”

10.4 CONSULTANT SELECTION METHODS

Figure 10-3 “Consultant Selection Flowchart” shows the three methods normally used in selecting a consultant. They are:

- One-Step RFP;
- One-Step RFQ;
- Two-Step RFQ/RFP.

The method used depends upon the scope of work, the services required, the project’s complexity, and the time available for selection of the consultant.

In addition, there are other methods used in special situations such as noncompetitive procurement and small purchases under \$150,000.

Beginning with Section 10.4 “Consultant Selection Using the One-Step RFP Method,” each of the selection methods is explained in detail. Regardless of the method used, the local agency shall retain all consultant selection documentation in their project files (as required by 49 CFR 18.36(b)(9)).

ONE-STEP RFP

The One-Step RFP method may be used when the scope of the project is well defined. Other considerations include when the consultant’s services is highly specialized and there are few qualified consultants. This method is also used when a local agency has a modest number of projects per year, and the expected number of proposals is small—generally, less than ten.

ONE-STEP RFQ

The most common selection process is the One-Step RFQ method. It is used when typical services (such as preparation of Plans Specifications and Estimate (PS&E), environmental documents, or construction management services) are required, and there are many consultants. The One-Step RFQ method is also used when a local agency produces many projects, and there are numerous consultants who wish to participate. Either this process or the two step selection process is used for preparing an “on-call” list for the local agency.

TWO-STEP (RFQ FOLLOWED BY RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method requires substantially more work and time than the other two methods described above.

10.5 CONSULTANT SELECTION USING THE ONE-STEP RFP METHOD

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. For non-A&E consulting contracts, a cost proposal may be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

APPOINT CONSULTANT SELECTION COMMITTEE

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and a representative from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

DEVELOP TECHNICAL CRITERIA FOR EVALUATION OF PROPOSALS

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. Exhibit 10-B *Suggested Consultant Evaluation Sheet* is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

DEVELOP SCHEDULE FOR CONSULTANT SELECTION

Before the contract is advertised, the Contract Administrator completes a contract schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

PREPARE RFP

The information required in a RFP includes the following:

- Description of project;
- Scope of work;
- Schedule of work (including estimated start and end dates);
- Proposal format;
- Method, criteria and weighting for selection;
- A DBE contract goal is specified (see Exhibit 10-I *Notice to Proposers DBE Information*), if a federal-aid contract;
- Protest procedures and dispute resolution process per 49 CFR 18.36(b)(12).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFP is mailed and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);

- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant’s project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- References.

FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS

The local agency must ensure that consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

ADVERTISE FOR CONSULTANTS

The local agency advertises the availability of the RFP in a major newspaper of general circulation or technical publication of widespread circulation. The local agency shall send the RFPs to organizations qualified to do the specified work, as well as professional societies, and recognized DBE organizations (if federal-aid funds are being used). In some cases, it may be desirable to advertise nationwide for a particular project or service. Placing an RFP on the local agencies web site is not considered adequate advertising.

ISSUE RFP

The local agency shall issue the RFP to all consultants responding to the advertisement and keep a record of all consultants that received an RFP to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

CONDUCT PROPOSER’S CONFERENCE OR ANSWER WRITTEN QUESTIONS

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer’s conference, or by doing both. The local agency must mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer’s conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer’s conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

RECEIVE AND EVALUATE TECHNICAL PROPOSALS

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received

must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

The members of the consultant selection committee must evaluate each proposal in terms of the technical criteria listed in the RFP. The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

DEVELOP FINAL RANKING AND NOTIFY CONSULTANTS OF RESULTS

The selection committee discusses and documents the strengths and weaknesses of each proposal; interviews the three or more highest ranked consultants; and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others, and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Since the technical proposal normally contains information about the method(s) a consultant will use for the work and potential problems and solutions for a specific project or segment; this method of consultant selection should not be used to establish a list of qualified consultants (pre-qualified list).

NEGOTIATE CONTRACT WITH TOP-RANKED CONSULTANT

The top-ranked consultant is requested to submit a sealed cost proposal. Alternatively, if time is of the essence and it can be justified; sealed cost proposals may be requested from all of the consultants on the shortlist. The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency.

The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. It can be revised, if needed, for use in negotiations with the next most qualified consultant.

An audit may be required (see Section 10.3 *A&E Consultant Audit and Review Process* in this chapter). Negotiations may be completed after receipt of the Caltrans A&I Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (including contract begin and end dates);

- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency.

For federal-aid consultant contracts, see Chapter 9, "Civil Rights and Disadvantaged Business Enterprises," of the LAPM and Exhibit 10-I *Notice to Proposers DBE Information* in this chapter.

Before executing the consultant contract, the local agency must make a review to ensure that all federal and state requirements have been met (see Exhibit 10-C *Consultant Contract Reviewers Checklist*). The completed checklist is to be signed by the Contract Administrator and the original retained in the project file, one copy is to be sent to the DLAE (for review of completeness) and filing within 30 days after awarding the contract.

10.6 CONSULTANT SELECTION USING THE ONE-STEP RFQ METHOD

APPOINT CONSULTANT SELECTION COMMITTEE

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and a representative from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the local agency and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

DEVELOP SCHEDULE FOR CONSULTANT SELECTION

Before a contract is advertised, the Contract Administrator completes a contract schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

PREPARE RFQ

As a minimum, the RFQ generally includes the following:

- General description of the project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Request for Statement of Qualifications (SOQ);
- Proposal format to be submitted;
- Method and criteria for selection;
- DBE Requirements.

The RFQ should state that the following items are required in the SOQ:

- Qualifications of key personnel proposed for the contract. Key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- References.

FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS

The local agency must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

ADVERTISE FOR CONSULTANTS

Advertisements may take one of two approaches. The most common is advertisement or publication of the RFQ in a major newspaper of general circulation, or technical publication of widespread circulation. Placing an RFP on the local agencies web site is not considered adequate advertising. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

In the second approach, the local agency advertises the availability of the RFQ in a major newspaper of general circulation or technical publication of widespread circulation, and request interested consultants to send for the RFQ. The RFQs shall be sent to professional societies and, if a federal-aid project, to recognized DBE organizations. In some cases, it may be desirable to advertise nationwide for a particular project or service.

The RFQ also specifies the content of a proposal, number of copies required, due date and time, mailing address, and physical address where the submittals may be hand delivered, if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is mailed, and time that proposals must be submitted. More time may be required for complex contracts or projects.

RECEIVE/EVALUATE STATEMENTS OF QUALIFICATIONS AND DEVELOP SHORTLIST

The first step in the evaluation process is to determine that each proposal contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

NOTIFY CONSULTANTS OF SHORTLIST

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants that will be requested to attend interviews.

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-	TRACTOR			
a.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
b.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
c.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
d.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
e.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			
f.							
				<input type="checkbox"/> CHECK IF BRANCH OFFICE			

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
------------------	--------------------------	--------------------------------------

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	
5		10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*

PART II - GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME			3. YEAR ESTABLISHED	4. DUNS NUMBER
2b. STREET			5. OWNERSHIP	
2c. CITY			a. TYPE	
2d. STATE		2e. ZIP CODE	b. SMALL BUSINESS STATUS	
6a. POINT OF CONTACT NAME AND TITLE			7. NAME OF FIRM <i>(if block 2a is a branch office)</i>	
6b. TELEPHONE NUMBER		6c. E-MAIL ADDRESS		
8a. FORMER FIRM NAME(S) <i>(if any)</i>			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
	Other Employees					
Total						

<p>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i></p> <table style="width: 100%;"> <tr><td>a. Federal Work</td><td> </td></tr> <tr><td>b. Non-Federal Work</td><td> </td></tr> <tr><td>c. Total Work</td><td> </td></tr> </table>	a. Federal Work		b. Non-Federal Work		c. Total Work		<p style="text-align: center;">PROFESSIONAL SERVICES REVENUE INDEX NUMBER</p> <table style="width: 100%;"> <tr> <td>1. Less than \$100,000</td> <td>6. \$2 million to less than \$5 million</td> </tr> <tr> <td>2. \$100,00 to less than \$250,000</td> <td>7. \$5 million to less than \$10 million</td> </tr> <tr> <td>3. \$250,000 to less than \$500,000</td> <td>8. \$10 million to less than \$25 million</td> </tr> <tr> <td>4. \$500,000 to less than \$1 million</td> <td>9. \$25 million to less than \$50 million</td> </tr> <tr> <td>5. \$1 million to less than \$2 million</td> <td>10. \$50 million or greater</td> </tr> </table>	1. Less than \$100,000	6. \$2 million to less than \$5 million	2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million	4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million	5. \$1 million to less than \$2 million	10. \$50 million or greater
a. Federal Work																	
b. Non-Federal Work																	
c. Total Work																	
1. Less than \$100,000	6. \$2 million to less than \$5 million																
2. \$100,00 to less than \$250,000	7. \$5 million to less than \$10 million																
3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million																
4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million																
5. \$1 million to less than \$2 million	10. \$50 million or greater																

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE	b. DATE
c. NAME AND TITLE	



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council
FROM: City Administrator
SUBJECT: City Accomplishments
MEETING DATE: May 6, 2014

Item No. 15

RECOMMENDATION:

At the request of Mayor Tina Baca Del Rio, the **City Council** will consider for receipt and filing, and take appropriate action as deemed necessary with respect to the list of City accomplishments provided by City departments for the past three years.

ANALYSIS:

The following is a list of some noteworthy City organization accomplishments for the past three years.

PUBLIC WORKS & DEVELOPMENT SERVICES:

Address/Project Name	Type of Project	Status
Farmer Boys	2,821 sf restaurant & drive-through	Plan Check
6100 Garfield Avenue	630,000 sf distribution center	Under Construction
6040 Bandini Boulevard	114,000 sf warehouse	Plan Check
5701 Union Pacific Avenue	15,000 sf warehouse	Plan Check
6021 Malt Avenue	140,000 sf warehouse	Plan Check
Citadel Outlets	Logistics Building	Plan Check
Citadel Outlets	32,000 sf of retail stores & parking structure	Operational
6605 Flotilla Street	39,000 sf addition to existing building	Plan Check

- Bus Stops - Citywide
- CNG Shuttle Van (transit Operator's Shift Change)
- Transit Bus Rehabilitation (327 & 328)
- Replacement Shop Truck
- Commerce MetroLink Station Improvement

- Telegraph Road Street Improvement (MTA Measure R)
- Project Consultant (Mobility Advancement)
- Washington Blvd. Major Improvement
- Central Library Renovation Project
- Sheila Street – Street & Drainage Reconstruction
- Garfield Ave/Slauson Ave Intersection Improvement Phase II
- Safe Route to School (Cycle 7)
- Railroad Crossing Improvements (HSIP Cycle 4 Grant)
- Camp Commerce Improvements (waterline, driveway & snow drop)
- Emergency System Upgrade
- Emergency Dispenser/Fuel Line
- City Hall Security/Electronic Card System
- Teen Center Improvements
- Municipal Code Update
- HVAC Duct Cleaning City Hall
- Old Fire Station #27 Tenant Improvements
- Pump Station Assessment & Evaluation
- Construction Management Services (Swinerton - \$79,853 Library)
- Engineering Services (Transtech)
- Project Consultant (Tierra West)

Below is a list of projects with significant accomplishments:

SAFE ROUTE TO SCHOOL:

Purpose of this project was to install various improvements to enhance pedestrian and vehicular safety near Rosewood and Bandini Elementary Schools to enhance the safety of students attending these schools. E.C. Construction began work on March 26, 2013 and the project was completed on May 17, 2013. The project was accepted by City Council on January 21, 2014 after Cal Trans approved the project modifications.

WASHINGTON BLVD MAJOR IMPROVEMENT (WIDENING & RECONSTRUCTION):

Purpose is to reconstruct with concrete all pavement surfaces, repair sidewalks, add a 3rd lane in each direction (to improve traffic flow), relocate all utilities and catch basins, add landscape medians, way-finding signs, ADA ramps, enhance turning radius at all intersections, install new traffic signals (with audible sound for ADA compliance), LED street lights, and improve the overall appearance of this major roadway in Commerce. Currently, the engineer is preparing the plans and specifications and designing all aspects of the project. At the present time, 100% Plans and Specifications have been submitted to Cal Trans for final approval, and staff is making preparations to proceed to CTC for funding approval at CTC's May meeting. Construction is anticipated to begin in December 2014.

RENOVATION OF THE CENTRAL LIBRARY:

Purpose is to modernize and upgrade the Central Library, especially the public area. Construction is underway and the project is anticipated to be complete by July 2014.

CAMP COMMERCE:

Purpose is complete upgrades to the city facility including the following public works improvements: repair of snow drops, repair of the asphalt in the parking lot, replacing the

main waterline at Camp Commerce and reconstructing a retaining wall in Camp Commerce. City staff has gathered bid estimates to repave the parking lot asphalt. City staff is completing the design process for the main water line replacement. The retaining wall was completed in September 2013.

TELEGRAPH ROAD STREET IMPROVEMENT

On September 3, 2013, the City Council awarded a services agreement to JMDiaz Inc. for the preparation of plans and specifications for the Telegraph Road Street improvement Project. The City was a recipient of a \$1.8 million grant through the I-5 Consortium Cities and MTA for the I-5 Pre-Construction mitigation project. The project involves various improvements relating to Telegraph Road including the resurfacing and restriping of the street in the City between Atlantic Boulevard to the southerly City limit. Preparation of plans and specifications are 90% complete and expected to be 100% complete by the end of this month. Staff anticipates that the project should begin construction in early fall of this year.

EASTERN STREET IMPROVEMENT PROJECT

Purpose is to complete pavement resurfacing and repairs of Eastern Avenue between Bandini Boulevard to Atlantic Boulevard including sidewalk repairs and ADA ramps due to current deteriorated condition and pothole complaints about pavement resurface. The project will be funded with general funds through the recently budgeted local Measure AA program in the total of \$1,000,000. This budget includes design, construction and construction management.

COMMERCE METROLINK STATION IMPROVEMENT (26th Street Station)

Plans and Specifications have been prepared for upgrades to the facility to include ADA improvements, enhanced parking lot lighting and overall parking lot improvements. The 26th Street Metrolink is coordinating with So Cal Edison regarding meters and account information to confirm electrical service requirements for LED lighting. In addition, the City is compiling the RFP including FTA requirements. The project will go out to bid upon completion of these items.

PUMP STATION ASSESSMENT & EVALUATION

Project is to perform a complete assessment of all four storm drain pump stations in the City of Commerce including structural conditions and remaining life of existing pumps and recommend appropriate action. The City pump stations are located at Atlantic Avenue (railroad underpass south of Sheila); Eastern Avenue (railroad underpass south of Commerce Way); Garfield Avenue (railroad underpass south of Ferguson); and Washington/Telegraph (freeway underpass). The City will need to complete maintenance of storm drain pump stations before further assessment can take place. The RFP for maintenance was release on February 11, 2014. The Pre-proposal Meeting and Facility Tour for prospective bidders took place on February 20, 2014. The RFPs are due on March 11, 2014. Further assessment including potential electrical upgrades will take place after initial maintenance of pump stations.

LIBRARY SERVICES DEPARTMENT:

- Central Library Renovation Project: The Project began in early December and should be accomplished by July 2014.

- eBooks: After long awaited by many library patrons, eBooks are now available thru the Commerce Library's website. Patrons can now download eBooks to their digital device including tablets and smartphones. A wide variety of books for children, teen and adults in both English and Spanish are available for a 21 day loan period. There are no overdue fees on eBooks because they are automatically returned. A total of 5 eBooks can be checked out at once. The comfort of being at home and checking out a book is very convenient for many library users.
- Zinio (eMagazines): Another online service the library provides is eMagazines via Zinio app. Over 70 plus magazine titles, in Spanish and English, are available thru the Commerce Library's website. Patrons are allowed to check out as any magazines as they want and keep them for as long as they want.
- Family Learn & Play Storytimes: The Commerce Library's Family Learn and Play Time has been a successful program for the last five years, attracting an average of 50 attendees a month including parents and their babies, toddlers, and preschool-age children. The program's purpose is to encourage early learning through play and social interaction and to give parents of young children an opportunity to meet and socialize with other parents in the community. The Family Play and Learn Times are held one morning a month at the Bristow Park and Greenwood libraries. Age-appropriate toys and craft materials are set up in the library for parents and children to play together for 30 minutes and then gather together for a "circle time" storytime with the librarian. Community specialists in childhood nutrition, child psychology and development, and programs for parents such as WIC (Women, Infants & Children) have visited the programs to share information with parents.

Since the inception of the program in 2008, several toys and supplies have broken or are missing pieces. The library department has requested replacement of toys and supplies as part of the FY 13-14 Mid-Year Budget requests and library staff are selecting new toys for babies, toddlers and preschoolers that encourage large and fine motor skills, cognitive development, social/emotional development, and pre-literacy skills to use during the programs.

- Landscaping at Atlantic Library: The Atlantic Library's landscaping was taken notice by two of our Councilmembers and the Parks & Recreation Park maintenance division. Robert Lipton, Nick Padilla, Hector Orozco and Library Branch Supervisor, Cris Muñiz met and together decided on adding different type of flowers and plants to the landscaping in the front of the Library.

The decision was also made to do something near the flagpole. Staff was encountering issues with sinking in the mud. Park Maintenance staff laid a very nice path to the flagpole using decorative stones and the issue was resolved. The same plants and flower used in the front of the Library were used in the patio landscaping as well, the landscaping looks beautiful.

CITY CLERK'S OFFICE:

City Council Agenda: Updated the format of the City Council Agenda, which is currently being used.

Granicus: In cooperation with the City's Finance Department / IT Division, continued working on the implementation of Granicus for agenda and minutes automation, and agenda preparation workflow. The City-wide implementation of Granicus is currently set for July 1, 2014.

Annual 700 Forms: Filed Statements of Economic Interest, 700 Forms, for City Councilmembers, Planning Commissioners, and City staff members listed under designated positions, as per the City's Conflict of Interest Code. All 700 Forms have been filed prior to the deadline.

Recall Petitions: Received four recall petitions containing the requisite number of signatures, and as the City's Election Official, transmitted the petitions to Los Angeles County for signature verification.

Laserfiche: Obtained a quote from Laserfiche for records management and paperless document solutions.

Public Records Requests: Processed public records requests (31 for last three months), for both election and non-election related materials.

Records Management Needs Assessment: Working with Diane Gladwell, from Gladwell Governmental Services, Inc., who is conducting an on-site analysis of records management for the City; furthermore, Gladwell is currently reorganizing, inventorying, and preparing appropriate records in the City Clerk's vault for destruction. It is envisioned that the needs assessment being initiated by Gladwell will be continued in reviewing and preparing for destruction all appropriate records City-wide, including those housed in off-site storage. Prior to the destruction of any records, the necessary approvals will be obtained from City Council.

Records Retention Policy and Retention Schedules: Initiated a review of the City's records, and began drafting a Records Retention Policy for the City, which in turn will provide guidelines for City Departments regarding legal limitations and associated timeframes for the retention and destruction of City records. Upon completion, the Records Retention Policy, along with associated Retention Schedules will be brought to City Council for discussion and approval.

Municipal Code Update: Updated the City's Municipal Code, and codified the City's Ordinances that were two years outstanding. A new supplement to the Municipal Code will be processed and made available within a month.

PARKS & RECREATION DEPARTMENT:

1. Renovation of the Atlantic Library landscaping.
2. Continuous renovation of Pacific Mini Park landscaping including having an Edison light repaired and planting of new trees.

3. Replacement of an underground electrical line at Veteran's Park that affected the flag pole and parking lot lights.
4. Repair of the Slauson and Greenwood median that includes the ordering of a new Street monument.
5. Provide work stations and computers for Facility Maintenance staff at the old fire station.
6. Implement "Facility Dude" computer maintenance task tracking software to eliminate the use of hard copy "Facility Maintenance Request" forms. The use of Facility Dude reduced response time from 2 weeks to approximately 2-3 days and allows staff to track facility maintenance resources.
7. Various projects at Camp Commerce, including:
 - Repair of the totem pole
 - New carpet in cabins
 - Replace mattresses
 - Construction of retaining wall
8. Staff diamond cut the surface of the pool deck in the Brenda Villa Aquatic Center to mitigate slip and fall hazards.

TRANSPORTATION DEPARTMENT:

- 1) In September 2013, the Transportation Department implemented a new Metrolink commuter shuttle service. The service operates weekdays from 7:00 a.m. (first departure from Metrolink Station) to 9:31 a.m., and in the afternoon from 2:45 p.m. to 5:46 p.m. The shuttle service serves all morning and afternoon Metrolink trains serving the 26th Street Station. The bus stops serves over 40 companies, including some of the major employers in the City such as Unified Grocers, Alta Med, Bank of America, Citadel Outlet Stores, Commerce Casino, Los Angeles County Public Safety, State Department of Justice, Wells Fargo, and the Commerce City Hall. The new service has received positive feedback from the community. Currently, we are transporting over 600 passengers per month.
- 2) In November 2012, the Transportation Department implemented the Citadel Express bus service which operates seven days per week from approximately 7:00 a.m. (first departure from downtown Los Angeles) to 9:20 p.m. (last arrival in downtown Los Angeles). Service operates every hour. The route serves the following areas: Downtown hotels on 1st Street and Flower Street; L.A. Live Entertainment and neighboring hotels; Metro rail connections at 7th & Flower (Red, Purple, Blue Lines); Metrolink and Metro train and bus connections at Union Station; Citadel Outlets and the Commerce Casino.
- 3) Purchased and implemented a new "Fleet Maintenance Software System" to help manage the City's overall fleet. The new software system enables the transportation team to manage a diverse fleet of vehicles; track all functions related to the maintenance of vehicles and equipment, capture operating expenses (e.g., fuel, oil, parts), and offers billing and tracking for vehicle equipment usage. The new system increases vehicle maintenance productivity by 25% and helps track actual cost per vehicle. This information is beneficial when evaluating cost to replace or repair vehicles within the fleet.

- 4) The Transportation Department constantly strives to improve on-time performance. Overall, system on time performance has improved from 87% last year, to 92% this year. In addition to the constant attention and dedication to this issue, staff has developed a proactive field observation program that combats on-time performance related problems.
- 5) In an effort to extend the life span of the older over-the-road coaches, the engine, transmission, interior, DVD video/audio system and interior of the buses have been replaced and/or upgraded. Additionally, the exterior of all the over-the-road coaches are currently getting wrapped to match and standardize the City's existing transit fleet. The bus wraps shall be completed over the next three week period. The cost of the repairs equal approximately 275K. The repairs/upgrades were needed to extend the life span (5-6 years) until the buses can be replaced. The replacement cost is approximately 1.3 million and was submitted for consideration as part of the AA CIP.
- 6) On May 1, 2012, the City Council approved to have the interior and exterior of the Transportation Maintenance Facility (TMF) painted.
- 7) On December 6, 2011, the City Council approved the purchase of transit data management software. The software (TransTrack) is designed to assist the Transportation Department in submitting operating and financial data to the Department of Transportation's National Transit Database (NTD) program. TransTrack's transit performance manager software is used by many transit agencies to consolidate operating and financial data for NTD purposes; and also produces reports that allow transit staff the ability to more effectively manage the City's public transportation system.

FINANCE DEPARTMENT:

- Continued to manage the RDA dissolution process
- Completed the Financial Statement audit with unqualified (clean) opinion
- Managed the upgrade of facility/park security cameras
- Began implementing the Granicus agenda management software
- Continued process to upgrade the City's phone system and technology infrastructure
- Obtained Successor Agency Oversight Board approval of the Long Range Property Management Plan
- The Measure AA Committee recommended \$2.05 million of Measure AA Funding for implementation of the Slauson Avenue Street/Sidewalk Replacement and Tree Planting project.

COMMUNITY SERVICES DEPARTMENT:

Public Safety

- Created new Community Services Officer Program
- Hired and Trained 11 New Community Services Officers, utilizing JAG Grant funds. Due to attrition by CSS's, we currently have 1 CSS and 7 CSO's. We are recruiting to fill 4 CSO vacancies.
- Hired 1 P/T Animal Control Officer to allow for 7 Day coverage
- Hired 2 substitute crossing guards

- Inventoried, repaired and re-stocked all Public Safety Vehicles
- Renewed 1 year service for all GPS Systems in Public Safety Fleet
- Achieved a record high 105 Block Captains
- Held 86 Neighborhood Watch Meetings over the past 3 years
- Purchased 2 new patrol SUV's for use by our Community Safety Specialists/Community Services Officers
- Obtained a new look to the CSS/CSO uniform
- Received 3 JAG Grants, totaling \$ 38,092. Funds primarily used to train and equip new CSO's.
- Conducted 8 Operation Kid ID events
- Maintained active Business Watch Program
- Celebrated 14th anniversary of the COMCAT Volunteer Program
- 3 Animal Cruelty cases were filed by our Animal Control Officers
- 23 Residents attended the Sheriff's Community Academy
- CSO's obtained Taser Training to serve as backups for Animal Control Officers
- Held 3 National Night Out Events with over 4,000 attendees
- Repainted the graphics for our old Animal Control truck
- Reinstated the CSS/CSO Bike Patrol Program, utilizing JAG Grant funds for training
- Coordinated various COMCAT Volunteer Program events

Emergency Preparedness

- Conducted an EOC Tabletop Exercise for localized Strike Team Members, in collaboration the Bandini Elementary School Principal and Sheriff's Sergeant.
- The City's Urban Search & Rescue Team was certified in Low Angle Rope Rescue Operations (LARRO).
- Upgraded the City's mass notification system Connect 5
- Participated in National Night Out 2013 with four (4) members of USAR Team.
- Obtained new two-way, digital radios to enhance communications during an emergency or disaster.
- The new Emergency Operations Center was constructed and a soft opening was held. A grand opening was eventually held and Congresswoman Lucille Roybal-Allard attended.
- City employees participated in the Great California Shakeout Drill, to drop, cover and hold. This exercise served as a reminder of what to do when an earthquake strikes.
- An update for the City's Hazardous Mitigation Plan is being completed.
- Inventory of all emergency bins located throughout City facilities was completed. Efforts are on-going to restock the bins with up to date supplies.
- Participated in the Los Angeles County's Family Assistance Center (FAC) Exercise "Behind Solace" Drill. Its objective was to provide a place for families of disaster victims to obtain information about their loved ones, and obtain emotional, social and other support services. This drill tested the ability to check-in and assign FAC staff to allow activation of a FAC within two (2) hours of an incident.
- In preparation for rain storms that caused moderate flooding throughout the City, the Assistant EPO and the USAR Team distributed over 1,000 sandbags to City residents and business owners. A total of 128 households took advantage of the sandbag effort.
- In collaboration with the City's Social Service Coordinators, updated the Emergency Special Needs/Homebound residents List by conducting door to door visits.
- Actively recruiting to fill four (4) vacant USAR slots.

Social Services

- Extended the Holiday Cheer program to include the Easter Holiday Season. 50 families or 3 or more.
- Implemented the Olweus Anti-Bullying Prevention Program in the City of Commerce/Rosewood Park School. This includes assemblies and rallies at the school and parks.
- Started the “paperless” notification system for all Food Distribution participants. This cut down our spending on envelopes and paper by not sending out over 200 notifications on a monthly basis.
- The Monthly Food Distribution Program has increased gradually. Currently there are 252 participants.
- Staff was assigned monitoring and auditing of the Sr. Rent Subsidy Program
- The Division was presented with the Principal’s Community Support Award by the Rosewood Park School Principal for dedication to the students and staff of Rosewood Park School.
- The Social Services Division and MUSD Parent Education Program continues its Parenting Classes.
- Began conducting Red Ribbon Rallies at City of Commerce parks and schools. This has allowed staff to communicate on the dangers of drugs and healthier alternatives to using drugs.
- Conducted Community Education Seminars on the following topics Suicide Prevention, Health Reform Care, Drug Awareness, and Housing Rights.
- Held seminars for YES workers, including topics such as drug issues, job preparation, etc.
- The monthly Tokens Distribution Program has increased by 40 %.
- Conducted the Annual Holiday Cheer Program in which families in need received food, food baskets, and toys. Participation has gradually increased each year.

Employment and Business Development Center

- Held several Job Preparation Workshops for 106 Commerce Residents and 69 Non-Residents.
- Assisted Del Taco with a recruitment in which 19 Commerce residents were hired and 22 non-residents were hired.
- The 3rd Annual Job Fair was conducted and hosted by Citadel Outlets. 250 applicants were hired for: Retail, Warehouse, Clerical, Security, Drivers, etc. Of the 250, 100 were Commerce Residents.
- A recruitment was held for the US Census Bureau. 26 Commerce residents were hired and 50 non-residents were hired.
- The 4th Annual Job Fair was conducted and hosted by Citadel Outlet: 300 applicants were hired for: Retail, Warehouse, Clerical, Security, Drivers, etc. Of the 300, 140 were Commerce residents.
- A mini Job Fair was held for Marietta Corporation for Machine Operators. 40 applicants applied –15 Residents and 25 Non-Residents.
- Job Preparation Workshops were held for 65 YES Workers
- Hosted a recruitment for Pathway Group for Warehouse positions. Of the 25 hired, 5 were Commerce residents.
- Hosted a recruitment for Purpose Driven Personnel for Customer Service position. 15 applicants applied and 2 Commerce Residents were hired.
- Hosted a recruitment for Purpose Driven Personnel for Warehouse Workers. 1 Commerce Resident and 1 Non- Resident were hired.

- Hosted a mini Job Fair for Torres Martinez Tribal TANF
- EBDC Job Fair: 5th Annual Community Job Fair hosted by Citadel Outlet: 250 applicants were placed and 100 were Commerce Residents.
- Hosted a recruitment for DSS Staffing: 15 applicants applied and 8 were Commerce Residents.

HUMAN RESOURCES DEPARTMENT:

Recent Accomplishments

- Successfully Negotiated Two Year MOU with Employee Groups
- Resolved Outstanding Classification and Compensation Issues
- Resolved City-Wide Acting Pay Grievance
- Revised Numerous City Administrative Policies
- Coordination of RFP and Oversight of Organizational Assessment of Public Works and Development Services Department
- Coordination of Three Department Director Recruitments and Numerous others
- Assumed Responsibility for All Risk Management Activities including Claims Administration and Insurance Programs
- Coordinated another successful YES Program
- Re-organized Employee Safety Committee and Formalized process including regular safety inspections and complying with mandatory training requirements
- Coordinated Organizational Development Training for City Council and Executive Management
- Completed 50% (23 items dating back to 2005) of the Action Items listed in the CJPIA safety audit that are either required by law or deemed best practices
- Held successful open enrollment and benefits fair for city employees
- Streamlined process and forms for Workers' Compensation and Patron Accident/Incident Reports
- Successful Employee Service Awards Dinner

Future Projects

- Complete the remaining outstanding items identified in CJPIA's safety audit by June 30 2104 (this will have required staff to complete 45 separate recommendations by CJPIA to get into compliance with the law and with CJPIA best practices)
- Evaluate implementation of Automated Recruitment Solutions to improve operational efficiency for staff and ease of application for potential applicants for City positions
- Continue Review of existing City policies to insure legal compliance and best practices
- Review the City's performance evaluation process and prepare recommendations for improvement
- Complete Strategic Plan requirement by developing and enhancing employee recognition activities
- Review and Audit the City's insurance programs to identify potential savings
- Review ADA Compliance issues and address any requirements

ALTERNATIVES:

1. 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:

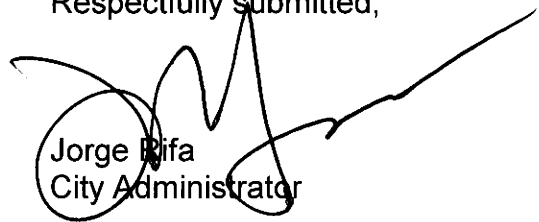
This item is not related to a specific 2012 Strategic goal.

Prepared by:



Fernando Mendoza
Deputy City Administrator

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. 16

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH PCR SERVICES CORPORATION TO CONDUCT REVIEW OF THE ENVIRONMENTAL ANALYSIS FOR THE PROPOSED PROJECT KNOWN AS SPECIFIC PLAN NO. 13-01 (COMMERCE RETAIL CENTER PROJECT) AT THE SOUTHWEST CORNER OF ATLANTIC BOULEVARD AND WASHINGTON BOULEVARD

MEETING DATE: May 6, 2014

RECOMMENDATION:

Approve the Resolution, which will approve the Services Agreement between the City of Commerce and PCR Services Corporation, to conduct the review of the environmental analysis for the proposed project known as Specific Plan No. 13-01 (Commerce Retail Center Project) at the southwest corner of Atlantic Boulevard and Washington Boulevard; and assign the number next in order.

ANALYSIS:

A Specific Plan application has been submitted to the City for the property at the southwest corner of Atlantic Boulevard and Washington Boulevard. The subject application is a proposal for the development of a retail center of up to 148,200 square feet on an approximate 13.16 acre site. The proposed project consists of the removal of the existing commercial and industrial uses on the project site and the construction of the abovementioned retail center. The mix of uses proposed and buildings is shown below:

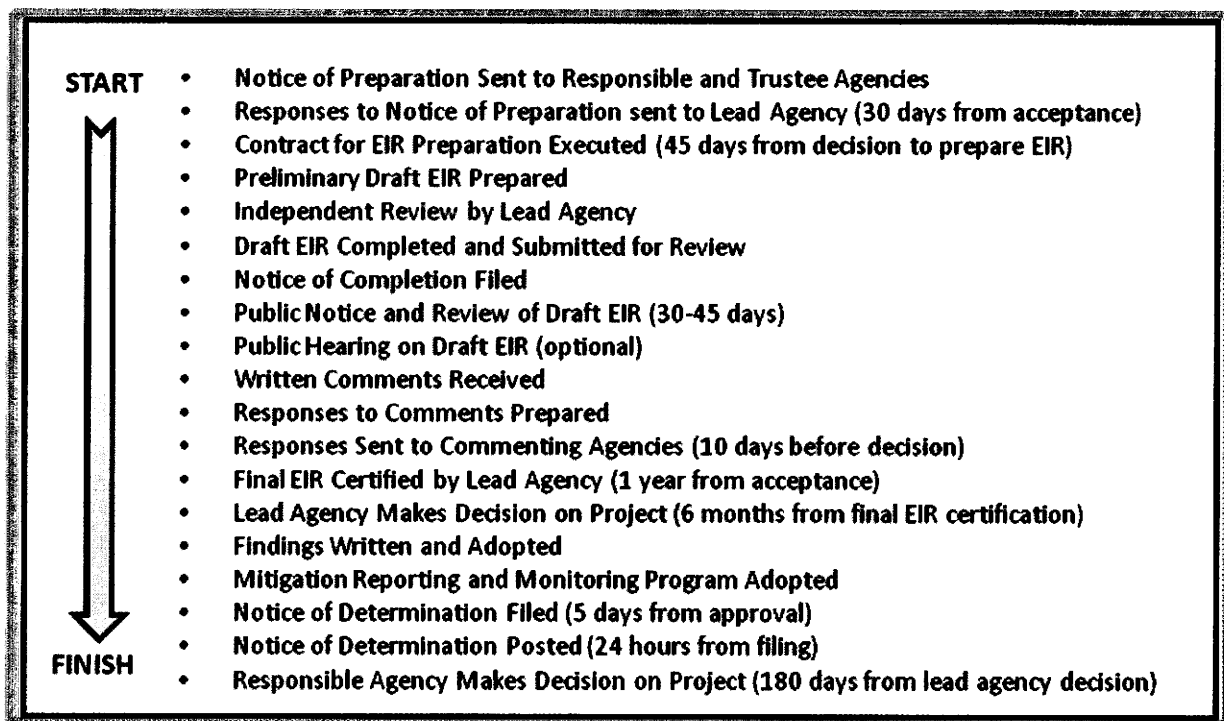
- Major 1: Major Anchor approximately 122,456 square feet
- Building 2: Bank with drive-through approximately 4,227 square feet
- Building 3: Retail/Restaurant 4,760 square feet.
- Building 4: Retail/Restaurant 8,060 square feet
- Building 5: Restaurant with drive-through 2,669 square feet
- Total Building Area = 142,172 – 148,200 square feet

Whenever a project requiring a discretionary decision (Specific Plan, CUP, Variance, etc.) is submitted, City staff must determine the applicability of the California Environmental Quality Act

(CEQA). CEQA requires public agencies to participate in an environmental review process to identify significant environmental impacts and adopt feasible mitigation prior to making a final decision on a proposed project. In this case, it was determined that an Environmental Impact Report (EIR) would provide the proper level of environmental analysis for the project. An EIR is a detailed informational document that analyzes a project's potential significant effects and identifies mitigation measures and reasonable alternatives to avoid or reduce those significant effects (Guidelines 15121(a), 15362).

The applicant has hired Michael Brandman Associates to prepare the necessary EIR. In order to insure adequacy of the document and compliance with all applicable guidelines, staff is recommending that the City hire PCR Services Corporation to assist with the review of the environmental document. The proposed scope of work is attached to this report and it includes a cost summary. The proposed budget for the work is \$106,640. Previously, PCR and subconsultant Fehr & Peers were retained by the City to review information related to the CEQA process and documentation for the project. In the past, PCR was also hired by the City to provide peer review of the EIR prepared for the I-710 Corridor Project. PCR was founded in 1974 and the services they provide include, but are not limited to, environmental due diligence, environmental planning, and CEQA documentation.

Although a Specific Plan application has been submitted to the City, it was deemed incomplete by staff on January 17, 2014. Additional materials were submitted on April 17, 2014, which are currently under review to determine their level of completeness. Two public scoping meetings were held in January 2014 to obtain input from local residents and businesses that will assist in the preparation of the EIR. The typical process for preparing an EIR is depicted in the image below:



ALTERNATIVES:

1. Approve and execute the Services Agreement between the City of Commerce and PCR Services Corporation
2. Provide staff with alternative direction


FISCAL IMPACT:

The proposed scope of work details the tasks associated the subject project and sets forth a total cost of \$106,640 for the consultant’s services. These costs will be paid for by the project applicant.

RELATIONSHIP TO STRATEGIC GOALS:

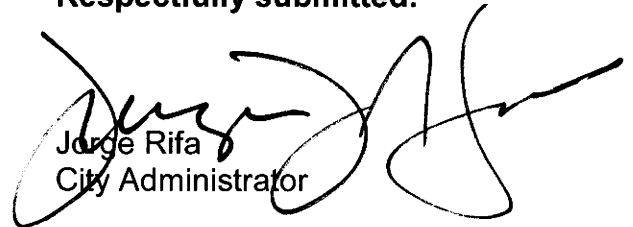
This agenda report relates to the 2011 strategic planning goal: *“Protect and Enhance the Quality of Life in the City of Commerce”*.

Recommended by:



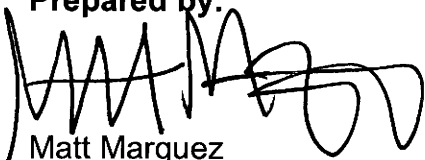
Maryam Babaki
Director of Public Works
& Development Services

Respectfully submitted:



Jorge Rifa
City Administrator

Prepared by:



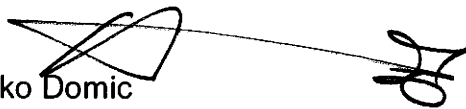
Matt Marquez
City Planner

Approved as to form:



Eduardo Olivo
City Attorney

Reviewed by:



Vilko Domic
Finance Director

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH PCR SERVICES CORPORATION TO CONDUCT REVIEW OF THE ENVIRONMENTAL ANALYSIS FOR THE PROPOSED PROJECT KNOWN AS SPECIFIC PLAN NO. 13-01 (COMMERCE RETAIL CENTER PROJECT) AT THE SOUTHWEST CORNER OF ATLANTIC BOULEVARD AND WASHINGTON BOULEVARD

WHEREAS, a Specific Plan application for a new retail center project was submitted to the City on December 20, 2013; and

WHEREAS, a Specific Plan is subject to environmental analysis pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, CEQA requires public agencies to participate in an environmental review process to identify significant environmental impacts (if any) and adopt feasible mitigation prior to making a final decision on a proposed project; and

WHEREAS, it was determined that an Environmental Impact Report (EIR) would provide the proper level of environmental analysis for the proposed project; and

WHEREAS, the applicant has hired Michael Brandman Associates to prepare the necessary EIR; and

WHEREAS, the City has obtained a proposal for the provision of services from PCR Services Corporation, to review the preparation of the necessary EIR in order to insure adequacy of the document and compliance with applicable guidelines.

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

Section 1. The Agreement between the City of Commerce and PCR Services Corporation for personnel services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 6th day of May, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway,
City Clerk

THIS SERVICES AGREEMENT ("Agreement") entered into this ____, day of May 2014 of April 1, 2014 ("Effective Date") is by and between PCR Services Corporation ("CONSULTANT") and the City of Commerce, a public body of the State of California ("CITY");

RECITALS

WHEREAS, Consultant 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, in 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 A, which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein. CONSULTANT may perform additional services (the "Additional Services") if prior to the performance of such Additional Services such Additional Services are approved in writing by the Director of Community Development, City Administrator or his designee provided such Additional Services are described in general on Exhibit A and do not exceed the amount set forth as cost for Additional Services on Exhibit A.

2. **Term:**

Except as otherwise provided by Section 21 hereof, the term of this Agreement shall be for a period commencing on the Effective Date first above written until completion by CONSULTANT of all Services, as well as any Additional Services authorized in accordance with Section 2 hereof, to the satisfaction of CITY.

3. **Compensation:**

So long as CONSULTANT is discharging CONSULTANT's obligations in conformance with the terms of this Agreement, CONSULTANT shall be paid a fee by CITY in accordance with the fee schedule set forth in Exhibit A and with the other terms of this Agreement. However, the total fees and costs to be paid to CONSULTANT shall not exceed the total cost set forth on Exhibit A. In the event CONSULTANT believes its fees and costs will exceed the amount authorized, CONSULTANT must request in writing to CITY authority to exceed the amount authorized in fees and costs, and shall state the reasons therefore. CITY may in its discretion, but is under no obligation to, approve such a request. If CITY approves such a request, CONSULTANT may continue its performance of the work required in conformance with 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 CITY attention Executive Director of CITY upon completion. CITY shall pay the full amount of such invoice; provided, however, that if CITY or its City Administrator object to any portion of an invoice, CITY shall notify CONSULTANT of CITY'S objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice, and the parties immediately shall 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 (3) 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 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 CITY. CONSULTANT has no authority to assume or create any commitment or obligations on behalf of CITY or bind CITY in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between 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 and Additional 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 and Additional Services are rendered, and to the reasonable satisfaction of CITY.

CONSULTANT may not have a subcontractor perform any Services or Additional Services except for the subcontractors identified on Exhibit A as such. Such identified subcontractors shall perform only those Services or Additional 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 Executive Director of CITY.

7. Responsible Principal And Project Manager:

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

8. CITY Liaison:

CONSULTANT shall direct all communications to the Director of Community Development or his/her designee. All communications, instructions and directions on the part of CITY shall be communicated exclusively through the Director of Community Development or the City Administrator or their 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 and the Additional 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 the Additional Services, and shall comply with any directions of governmental agencies and 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 incorporated herein by this reference, for the term provided therein.

12. Warranty and Liability:

CONSULTANT warrants that the Services and the Additional Services, if any, 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.

13. Indemnification:

CONSULTANT shall indemnify and hold CITY and the City of Commerce, and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses CITY and the City of Commerce, 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 and Additional Services, if any, 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 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 CITY, or employees or agents of CITY, or any data, documents, reports, or other information produced by CONSULTANT during its performance hereunder, except as expressly authorized in writing by 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 CITY of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after CONSULTANT notifies 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 or Additional Services (collectively, "Products") shall become the sole property of CITY and 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 CITY or CONSULTANT, CONSULTANT shall provide 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.

26. Data And Services To Be Furnished By CITY:

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

37. 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, CITY shall have the right 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, CITY, 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 (Gov. Code § 81000, et seq.) and all other laws, including the Community Redevelopment Act (Health & Safety Code § 33000 et seq.), if applicable, respecting this Agreement and that no Services or Additional Services shall be performed by either an employee, agent, or a subcontractor of CONSULTANT, who has a conflict relating to CITY or the performance of Services or Additional Services on behalf of CITY.

194. Other Agreements:

CONSULTANT warrants that CONSULTANT 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 or the Additional 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 CONSULTANT, with or without cause, upon sixty (60) days written notice to CITY, pursuant to Section 26 of this Agreement; or
- c. by CITY, with or without cause, upon five (5) days written notice to CONSULTANT, pursuant to Section 26 of this Agreement.

Upon receipt of a notice of termination, CONSULTANT shall immediately cease all work and promptly deliver to CITY the work product or other results obtained by CONSULTANT up to that time. In the event of termination without cause by CITY, 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 CITY.

21. Waiver Or Breach:

No waiver of any term, condition or covenant of this Agreement by CITY shall occur unless signed by the Executive Director of CITY 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 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 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 that 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.

55. 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 CITY:

City of Commerce
2535 Commerce Way
Commerce, California 90040
Attn: Matt Marquez, City Planner

For Consultant:

PCR Services Corporation
80 South Lake Avenue, Suite 570
Pasadena, California 91101
Attn: Anne Doehne, Associate Principal

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.

67. 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. The Parties Understand This Agreement:

Each Party has read this Agreement and understands the contents hereof.

29. Contractual Nature Of The Terms In This Agreement:

Each term of this Agreement is contractual in nature and is not merely a recital, except as provided by Section 31.

30. Captions:

Notwithstanding Section 29, headings of particular paragraphs are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.

31. Syntax:

Whenever required by the context hereof, the singular shall be deemed to include the plural; the plural shall be deemed to include the singular; the masculine shall be deemed to include the feminine; and the neuter gender shall be deemed to include the others.

32. 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.

33. 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 CITY.

34. 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.

35. 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: May __, 2014

By: _____
Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway
City Clerk

CONSULTANT

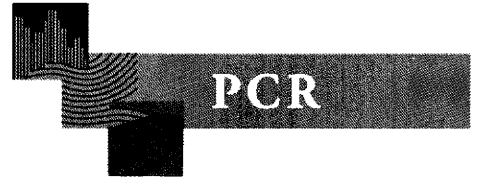
DATED: May __, 2014

By: _____
Anne Doehne
Title: Associate Principal
PCR Services Corporation

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A
SERVICES



April 28, 2014

Ms. Maryam Babaki
Director, Public Works & Development Services Department
CITY OF COMMERCE
2535 Commerce Way
Commerce, California 90040

Re: REVISED PROPOSAL TO PROVIDE ADDITIONAL PEER REVIEW AND STAFF SUPPORT FOR THE COMMERCE RETAIL CENTER PROJECT

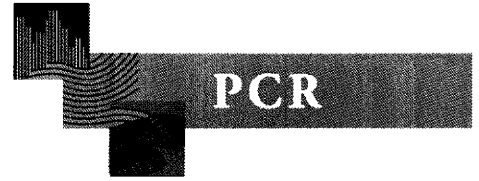
Dear Ms. Babaki:

PCR Services Corporation (PCR) appreciates the opportunity to submit this letter proposal to the City of Commerce to continue assisting the City with third-party review of environmental documentation of the Commerce Retail Center Project (Project). As requested, we have prepared a detailed scope of work, general schedule, and itemized budget for the tasks we discussed in our meeting of March 6, 2014, subsequently with Matt Marquez on the phone the week of March 17th, and in our meeting with you and Mr. Marquez on April 22, 2014. PCR's 2013 fee schedule (applied to this current proposal as it represents an amendment of our original 2013 proposal for this Project) and Fehr & Peer's scope of work and cost summary are attached to this letter proposal.

Project Understanding

PCR and subconsultant Fehr & Peers were retained by the City in September 2013 to perform third-party peer review of the Project's Draft Traffic Study and selected 1st Administrative Draft EIR (March 2013) sections, including Aesthetics, Air Quality & Greenhouse Gas Emissions, Noise, and Transportation, on behalf of the Public Works and Development Services Department. We transmitted our comments to the City in October 2013 and the City forwarded them to the Project applicant and their environmental consultant; we subsequently participated in a teleconference with the City and environmental team to review our comments in November, but have had no further involvement in the Project since then.

PCR and Fehr & Peers have now been asked to provide ongoing assistance to the Public Works and Development Services Department, under the oversight of the Public Works and Development Services Department, beginning with review of the 4th Screencheck Draft EIR, for the remainder of the Project's environmental review process or until such time as our services in this capacity are no longer required. PCR understands that the City's primary purpose in engaging PCR's services is seeking technical and strategic assistance with oversight of the timely completion of an objective, independent, comprehensive, and legally defensible EIR for the Project. We further understand that time is of the essence for review of draft work products heretofore and henceforth submitted to the City for this Project, in order to not further protract the environmental review process, but that the



review process must allow for comprehensive, coordinated City departmental input so that the final Project serves the City's needs as well as those of the Project applicant.

Task 1: Review 1st Administrative Draft EIR and NOP Comments

PCR will review the entire 4th Administrative Draft EIR, including the Specific Plan appendix, and provide peer review comments on each section to the Development Services Department. Our review and comments will address the following:

- Technical completeness of each section and inclusion of all necessary Draft EIR chapters in compliance with CEQA
- Incorporation of all applicable regulatory requirements
- Use of appropriate analytical methodology
- Use of appropriate significance thresholds
- Impact analysis and significance determinations
- Mitigation measures
- Alternatives

PCR will also review the NOP comments already transmitted to us by the City, any transcripts of oral comments received during the two scoping meetings held by the City, and the "incomplete application" letter sent to the Project applicant by the City. Based on these materials, PCR will advise the City as to those comments that warrant addressing in the Draft EIR, either because they raise technical issues of merit or because they signal community concerns to which the Draft EIR should be responsive.

PCR and Fehr & Peers will also advise and coordinate with the City, including the Public Works Division, concerning the City's comments on and input into the Specific Plan, site plan, and 1st Administrative Draft EIR technical analysis already submitted to the City, to ensure City comments and input are clearly communicated to the Project applicant's team.

PCR has allotted 109 staff hours for this task, including Ms. Doehne, Ms. Rous, and other PCR planning staff.

Task 2: Review 2nd Administrative Draft EIR/Proofcheck Public Draft EIR

PCR will review the 2nd Administrative Draft EIR to ensure all City input into and comments on the Specific Plan, site plan, and technical analysis in the 1st Administrative Draft, as well as all NOP comments raising technical issues or community concerns, are adequately addressed. PCR will also review a final Proofcheck Public Draft EIR to ensure it is camera-ready prior to printing and public distribution. PCR will assist the City with ensuring the proper procedural requirements for the release of the Draft EIR are met, including ensuring a comprehensive mailing is undertaken



and the Notice of Availability of the Draft EIR for public review is properly prepared, distributed, and filed with the County Clerk and State Clearinghouse.

PCR has allotted 34 staff hours for this task, including Ms. Doehne, Ms. Rous, and other PCR staff, as warranted.

Task 3: Public Review Period

It is assumed that the City will hold up to two public meetings during the required 45-day Draft EIR circulation period, for the presentation of Draft EIR findings and receipt of oral and written comments. PCR will provide support as needed for these public meetings, including assistance with a PowerPoint presentation or oral presentation, assistance with the staff report, and attendance at the meetings, to support the Development Services Department.

PCR has allotted 18 staff hours for this task, including Ms. Doehne, Ms. Rous, and other PCR staff as warranted.

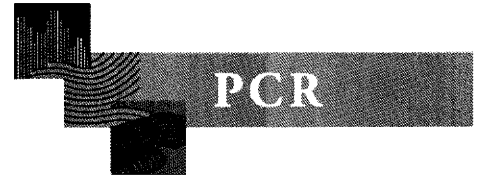
Task 4: Review of Final EIR

As required by CEQA, the contents of a Final EIR include written responses to all public comment letters received by the Lead Agency, corrections and additions to the Draft EIR as needed, and a Mitigation Monitoring and Reporting Program summarizing all project mitigation measures, the authorities responsible for overseeing their implementation, and a timeline for implementation. PCR would review the public comments received on the Draft EIR and strategize with the City, and if desired the Project applicant, concerning responses to comments and any necessary corrections or additions to the Draft EIR.

PCR would review and comment on up to two (2) Screencheck drafts of the Final EIR. This task assumes a moderate level of public comment on the Draft EIR (i.e., no comment letters that are extensive in length and no more than approximately one hundred [100] unique comments), and no supplemental technical analysis will be required to prepare responses, but further assumes PCR will be responsible for revising comments that are deemed incomplete or otherwise inadequate.

Upon acceptance of the completed Final EIR by the City, PCR will assist Development Services staff as needed with preparation and review of up to two (2) Staff Reports for transmittal to the Planning Commission and City Council prior to the public hearings for the Project.

Finally, PCR assumes it will be responsible for draft preparation of the required Findings of Fact and Statements of Overriding Considerations for any unavoidable impacts of the Project, required per CEQA to be adopted at the time of Project approval and EIR certification. It is assumed that City staff, including the City Attorney's office, will review the draft document and make or communicate revisions necessary to finalize the Findings of Fact and Statement of Overriding Considerations. PCR will also ensure the proper procedural requirements for filing of the



Notice of Determination are fulfilled (either on behalf of the City, or performed directly by the Project applicant's team).

PCR has allotted 167 staff hours for these tasks, including 8 hours for strategizing with the City and Project applicant over the preparation of Responses to Comments, 82 hours for review and possible heavy revision of responses to comments on the Draft EIR if needed; 8 hours to prepare the MMRP; 40 hours to prepare the Findings of Fact and Statement of Overriding Considerations; 2 hours for Staff Report Assistance; and 9 hours to draft or assist with preparation of the staff report for the City Council Project approval/EIR certification hearing. PCR staff would include Ms. Doehne, Ms. Rous, and other PCR staff, as warranted.

Task 5: Management, Meetings & Teleconferences

As part of this task, PCR will communicate with the Development Services Department and other City staff to ensure all CEQA procedural requirements are met at all times during the environmental review process, and to ensure an efficient schedule for the processing of draft work products submitted by the Project applicant. PCR will participate in meetings and teleconferences with City staff and members of the Project applicant's team as needed. PCR does not expect to communicate independently or directly with the Project applicant or their representatives or environmental consultant team, and would only do so with the presence or participation of Development Services staff. PCR will also coordinate with Fehr & Peers as needed to ensure efficient division of work efforts, and to avoid duplication of effort.

PCR has allotted 72 hours for this task for Ms. Doehne and Ms. Rous, including 18 hours for general management, 30 hours for meetings (two of which have already taken place, on March 6 and April 22) and teleconferences, and 24 hours for attendance at and preparation for two hearings by Ms. Rous and Ms. Doehne. These items will be billed only as and when incurred.

Subconsultant Task: Fehr & Peers

Fehr & Peers Transportation Consultants will provide support to the City of Commerce Public Works and Development Services Department for the remainder of Project's environmental review process, as defined in detail in their attached scope of work.

In the short term, Fehr & Peers's scope of work addresses review of the Specific Plan and site plan for the Project and provision of a technical memorandum summarizing comments and recommendations regarding access, circulation, and building placement; the review of NOP comments and internal City comments pertaining to traffic; review and comment on the revised (2nd) Administrative Draft EIR upon its completion; and participation in up to four teleconferences and two meetings, including a half-day "summit".

In the long term, Fehr & Peers's scope of work encompasses the review of traffic-related responses to public comments on the Draft EIR, which are assumed to be prepared by the Project



applicant’s team (assuming no more than 20 unique comments pertaining to traffic), and participation in up to four teleconferences and two meetings.

It is expected that the Fehr & Peers would be primarily responsible for providing input on behalf of the City into the Project site plan, Specific Plan, and other related materials under the Department’s purview, but that City staff would ultimately review and assume responsibility for those comments before providing them to the Project applicant.

SCHEDULE

Time being of the essence, PCR and Fehr & Peers have already initiated work at the City’s request on the basis of an email approval from Matt Marquez received on April 22, 2014. We await receipt of a signed contract agreement from the City, and it is our understanding that our contract is scheduled for consideration and approval at the May 6, 2104 regular City Council meeting. PCR expects that approximately two weeks would be required for Task 1, Review of the 4th Screencheck Draft EIR. The remainder of the tasks would be performed in accordance with the modifications to the April 22, 2014 schedule prepared by First Carbon Solutions, as amended by us on April 28, 2014, or as and when needed by the City, dependent on the timing of Draft and Final EIR completion by the applicant’s team.

COST SUMMARY

Based on our understanding of the required tasks and the scope of work provided in the previous section, our estimated fee by task is provided below. Fees and charges will be billed on a monthly basis in accordance with the attached schedule of 2013 Billing Rates and Expense Charges.

Summary of Fees

Task	Fee
Task 1: Review 1 st Screencheck Draft EIR and NOP Comments	\$17,500
Task 2: Review 2 nd and Public Screencheck Draft EIRs	\$5,200
Task 3: Draft EIR Public Review Period	\$3,100
Task 4: Review Final EIR	\$25,850 ^a
Task 5: Management, Meetings & Teleconferences	\$12,400
	PCR Total: \$64,050
Expenses	\$550
Subconsultant Task: Fehr & Peers	\$37,590
	Grand Total: \$106,640

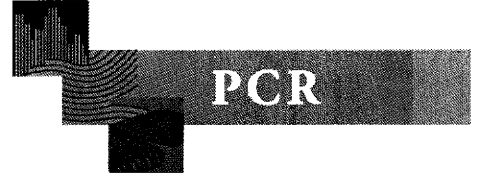
^a This is an allowance only. The precise effort required and associated fee will depend on the magnitude and complexity of public comments letters received during Draft EIR circulation.



TECHNICAL AND COST ASSUMPTIONS

- It is assumed that PCR will perform the tasks and subtasks identified herein on an as-needed basis, when so authorized, by the City's Development Services Department, depending on the City's needs over the life of the Project.
- This scope of work and cost summary assumes the following, and in the event added services are needed, PCR would coordinate with the City to amend our scope of work and fee accordingly:
 - No substantive Project changes during the period between our review of the 1st and 2nd Administrative/Public Draft EIRs. Any such changes that occur and materially affect analysis between drafts could increase the scope of review of subsequent drafts by PCR's and Fehr & Peers.
 - No additional proposed Long Beach Freeway (I-710) freeway alignments are provided to the City or publicly circulated that would necessitate changes to the Project and associated analysis. Should this occur, PCR would advise the City as to the appropriate course of action with respect to the Project and Draft or Final EIR. Depending on the magnitude of effort, this may be considered out of scope effort and necessitate additional fees.
 - No recirculation of all or a portion of the Draft EIR following the initial circulation and public comment period; and
 - No litigation support in the event that the approved Project and certified EIR are challenged.
- This is not a fixed fee budget and time not expended will not be invoiced. Conversely, should the effort required to provide these services be greater than assumed, or additional professional services beyond those set forth in this Scope of Work are required, PCR will notify the City of Commerce immediately and a resolution will be sought. PCR will request written authorization from the City of Commerce to proceed prior to the initiation of these services.
- PCR reserves the right to transfer fees among line items within a task, as budget flexibility is needed to respond to shifts in effort that may occur due to unexpected circumstances.

Ms. Maryam Babaki
COMMERCE RETAIL CENTER PROJECT
April 28, 2014 - Page 7



We are pleased to have the opportunity to continue to assist the City with this Project. Please do not hesitate to contact us with questions or comments about this proposal.

Sincerely,
PCR SERVICES CORPORATION

A handwritten signature in cursive script, reading "Anne Doehne".

Anne Doehne
Associate Principal

A handwritten signature in cursive script, reading "Heidi Rous".

Heidi Rous, CPP
Vice President, Director of Air Quality, Climate Change, & Acoustics Services

ACCEPTANCE AND AUTHORIZATION

If this proposal meets with your approval, please sign this letter and return a copy to us for our records. In signing this letter agreement, the signatory warrants that he/she has the authority to, and does, bind the Client to each and all of the terms of this Agreement, including payment.

Accepted and approved:

CITY OF COMMERCE

By: _____

Date: _____

The signatory warrants that he/she has the authority to, and does, bind the Client to each and all of the terms of this Agreement, including payment.

April 25, 2014



**ADDITIONAL PEER REVIEW AND STAFF SUPPORT FOR THE
COMMERCE RETAIL CENTER PROJECT**

In October 2013, Fehr & Peers peer reviewed the traffic-related environmental documentation for the proposed City of Commerce Retail Center and provided written comments related to both its adherence to CEQA standards and to its technical accuracy. Comments were not provided by Fehr & Peers on the site layout or site access issues related to the proposed project itself, as that was beyond the original scope of work. In March 2014, city staff asked Fehr & Peers for support during the remainder of the entitlement process for the project. This scope of work is based on meetings with city staff on March 6 and April 22. Advice is sought on recommendations regarding what additional analysis, if any, of the proposed project should be required of the applicant's traffic consultant, for additional review of the traffic study and related EIR section before it is published, and for assistance in responding to public comments on the draft EIR following circulation. Specific tasks anticipated are listed below. Each task will be undertaken only upon written authorization.

In the near term, prior to the release of the public draft EIR, Fehr & Peers will:

- Review and comment on the revised administrative draft traffic study (dated April 2014). This second round of F&P review will assess whether our previous comments were addressed and will include additional checks of selected calculations throughout the analysis. A final (third) round of F&P review is also anticipated prior to public release of the DEIR. *It is assumed that this will require approximately 40 hours of senior staff time and 24 hours of junior staff time.*
- Review public comments/concerns received on the Notice of Preparation and from internal city staff that relate to either the design of the project or to the scope of the CEQA transportation analysis. If the City determines that a micro-simulation of traffic operations along Washington Boulevard adjacent to the project site should be prepared by the applicant's consultant, Fehr & Peers will peer review the methodology and results of that analysis. *It is assumed that this will require approximately 8 hours of senior staff time and 4 hours of junior staff time.*
- Review the Specific Plan and the site plan for the proposed project and provide comments and recommendations regarding site access, internal circulation and the location of proposed buildings on the project site. Prepare a technical memorandum documenting this, which may inform the development of project alternatives to be studied. *It is assumed that this will require approximately 10 hours of senior staff time and 4 hours of junior staff time.*
- Prepare for and participate in up to four telephone conferences and up to two in-person client meetings in Commerce, one of which is assumed to be a half-day "summit." *It is assumed that this will require 16 hours of senior staff time and 4 hours of junior staff time.*

April 25, 2014

In the longer term, following release of the public draft EIR, Fehr & Peers will:

- During the DEIR public review period, the City will hold up to two public meetings to accept comments. It is anticipated that these will be conducted by the City and staffed by the applicant's consultants. Fehr & Peers will attend one or both of these meetings in order to listen to public comments and questions in order to better assist with preparing written responses to public comments. *It is assumed that this will require approximately 12 hours of senior staff time.*
- Fehr & Peers will review public comments on the draft EIR that relate to transportation and circulation and advise staff during the response to comments process. This scope of work anticipates that draft responses will initially be prepared by the applicant's team (First Carbon Solutions and Linscott, Law & Greenspan) and then submitted to city staff and the City's consultants (PCR and Fehr & Peers) for review and concurrence. If comments result in the need for additional technical analysis, this would be performed by the applicant's team. This task assumes that a moderate level of effort will be needed to support the City in the response to comments phase (up to 25 separate traffic-related comments). Fehr & Peers will also assist in drafting conditions of approval, based on impacts and mitigations identified in the final EIR that relate to traffic and circulation issues. *It is assumed that this will require approximately 44 hours of senior staff time and 12 hours of junior staff time.*
- Prepare for and participate in up to four telephone conferences and up to two in-person client meetings in Commerce. *It is assumed that this will require approximately 14 hours of senior staff time.*

SCHEDULE AND BUDGET

Throughout this project, Fehr & Peers will consult with PCR to ensure that our efforts for the City are well coordinated. Other than one or two public meetings during the draft EIR circulation period, no public meeting attendance is assumed in this scope of work. This work will be conducted on a time-and-materials basis, authorized by task, with a maximum value of \$35,800, billed according to the attached standard hourly rate sheet. The near-term tasks would require approximately \$19,350 and the longer-term tasks would require approximately \$16,450. It is expected that this work will occur over a period of four to six months following written authorization to proceed, though the precise schedule for this work will be determined in concert with city staff and PCR as the project proceeds.

April 25, 2014

**ADDITIONAL PEER REVIEW AND STAFF SUPPORT FOR THE
COMMERCE RETAIL CENTER PROJECT**

	cost	cost/person	cost/person	\$125/hr	\$200/hr	
DEIR	\$11,000	\$3,000	\$8,000	24	40	review 2nd and final admin. Draft TIAs
\$19,350	\$2,100	\$500	\$1,600	4	8	review public/city comments, advise on microsimulation
	\$2,500	\$500	\$2,000	4	10	site plan and access review
	\$3,700	\$500	\$3,200	4	16	meetings - 4 phone calls + 2 in person meetings
FEIR	\$2,400	\$0	\$2,400	0	12	attend up to two public mtgs during DEIR circ. period
\$16,450	\$10,300	\$1,500	\$8,800	12	44	assistance with RTC & review internal RTC
	\$3,700	\$500	\$3,200	4	16	meetings - 4 phone calls + 2 in person meetings
Total Labor	\$35,700					
ODCs	\$100	mileage allowance - approximately 180 miles @ \$0.565/mile				
Total	\$35,800					

Note: Rates shown in this table are for estimating purposes. Actual costs will be billed at the rates in the attached sheet.

Revised April 25, 2014 ref. 2630



ATTACHMENT – PCR 2013 BILLING RATES AND EXPENSE CHARGES

PROFESSIONAL TIME

Environmental Planning & Documentation

Principal Planner.....	\$150.00
Senior Planner II.....	\$140.00
Senior Planner I.....	\$125.00
Planner.....	\$110.00
Associate Planner.....	\$95.00
Assistant Planner.....	\$80.00
Technician.....	\$65.00
Intern.....	\$55.00
Principal/Director.....	\$205.00
Associate Principal.....	\$170.00
President.....	\$285.00

Air Quality, Climate & Acoustics Services

Principal Engineer/Scientist.....	\$150.00
Senior Engineer/Scientist II.....	\$140.00
Senior Engineer/Scientist I.....	\$125.00
Engineer/Scientist.....	\$110.00
Associate Engineer/Scientist.....	\$95.00
Assistant Engineer/Scientist.....	\$80.00
Technician.....	\$65.00
Intern.....	\$55.00
Principal/Director.....	\$175.00

Support

Senior GIS/Graphics Specialist.....	\$110.00
GIS/Graphics Specialist.....	\$85.00
Publications/Production.....	\$75.00

DIRECT EXPENSES

Direct expenses will be billed at 110 percent, including but not limited to:

- Retention of subcontractors.
- Purchase or rental of project materials and special supplies.
- Reproduction, printing and photographic costs.
- Postage, delivery, telephone and other communication costs when requested or approved by client.
- Lodging, transportation, and project-related mileage necessarily incurred at the prevailing Internal Revenue Service Standard Mileage Rates.

BILLING TERMS

- Unless other contractual terms are agreed upon, PCR invoices on a monthly basis. Payment is due 30 days from date of invoice.
- PCR's scheduling commitments are made and taken seriously. However, PCR reserves the right to modify performance schedules in instances where payment of PCR invoices falls behind agreed-upon terms.
- PCR recalibrates its billing rates for professional time at the beginning of each calendar year and reserves the right to raise its billing rates for one or more professional categories by no more than five (5) percent twelve months following project initiation.

EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the Services or the Additional 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 CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to 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 14 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage.

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

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$500,000 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors And Omissions Insurance Coverage.

CONSULTANT shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation.

CONSULTANT shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONSULTANT or any subcontractor.

4. Additional Insureds.

CITY, the City Of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONSULTANT. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. 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 Executive Director of the Community Development CITY of the City of Commerce of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

6. 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.

7. Qualifications Of Insurer.

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

8. Approval Of Insurer.

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

9. 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 CITY.

10. Evidence Of Insurance And Claims.

CITY shall have the right to hold the policies and policy renewals, and CONSULTANT shall promptly furnish to 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 CITY. CITY may make proof of loss if not made promptly by CONSULTANT.



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 17

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF COMMERCE AND TRANSTECH ENGINEERS, INC. FOR CONTRACT PERMIT TECHNICIAN SERVICES

MEETING DATE: May 6, 2014

RECOMMENDATION:

Approve and adopt the resolution approving an agreement between the City of Commerce and Transtech Engineers, Inc. for contract Permit Technician Service and assign the number next in order.

ANALYSIS:

Despite economic issues throughout the country, the number of development proposals and applications submitted to the City has not slowed down. Over the last few years, the Public Works and Development Services Department has lost key staff members due to the elimination of Redevelopment and staff departures for other employment opportunities. The City's Building and Safety Division now includes two Permit Technician positions (1 full-time & 1 part-time). Recently, the City lost the part time Permit Technician staff member to a position that has her working closer to home. The Building and Safety Division is now in need of assistance in order to carry out their daily operations and continue to provide the same high quality customer service. With the Public Works and Development Services Department's organizational study still underway staff recommends that the Council authorize an agreement with Transtech to provide temporary Permit Technician services on a part-time basis to assist with the short term needs until the study is finalized.

The Permit Technician classification is specialized and would require significant training, preventing a City internal or external temporary recruitment. Transtech is a qualified consulting firm that has provided the City with significant staffing assistance over the years, and continues to do so today. The part-time Permit Technician would work Monday through Friday for approximately 25 hours a week.

ALTERNATIVES:

- 1. Adopt staff's recommendation.
- 2. Provide staff with alternative direction

FISCAL IMPACT:

The billing rate for these services is \$42.50 per hour. The part-time Permit Technician would work Monday through Friday for approximately 25 hours a week. The weekly cost for these services would be \$1,062.50. The City's Finance Director has reviewed the fiscal impact of the proposal and determined there are sufficient funds to pay for these services through the end of the current fiscal year. Continuing the service beyond that point will be addressed during the upcoming 2014-2015 budget discussions.

RELATIONSHIP TO STRATEGIC GOALS:

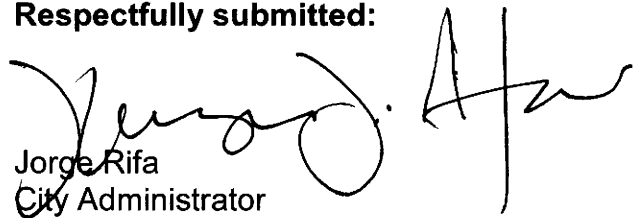
This agenda report relates to the 2011 strategic planning goal: *"Protect and Enhance the Quality of Life in the City of Commerce"*.

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. Resolution
- 2. Services Agreement

Reviewed by:



Vilko Domic
Finance Director

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMECRE
CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF
COMMERCE AND TRANSTECH ENGINEERS, INC. FOR CONTRACT PERMIT
TECHNICIAN SERVICES

WHEREAS, over the last few years, the Public Works and Development Services Department has lost key staff members due to the elimination of Redevelopment and new employment opportunities in other cities. The recent departure of the part-time Permit Technician has further compounded this problem; and

WHEREAS, the City's Building and Safety Division includes two Permit Technician positions (one full-time and one part-time); and

WHEREAS, the City requires the services of an interim part-time Permit Technician to assist with the daily operations of the Building and Safety Division until the Public Works and Development Services organizational study is completed and a permanent solution is in place; and

WHEREAS, the City has obtained a proposal for the provision of services from Transtech Engineers, Inc., a qualified consulting firm that has provided the City with significant assistance over the years and continues to do so today. The interim part-time Permit Technician would work approximately 25 hours a week.

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

Section 1. The agreement between the City of Commerce and Transtech Engineers, Inc. for personnel services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 6th day of May, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

THIS AGREEMENT (the "Agreement") entered into this ____, day of May 2014 (the "Effective Date") is by and between Transtech Engineers, Inc. ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

WHEREAS, the City is in need of Permit Technician Services to assist the City's Building and Safety Division; and

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 provide the City with Permit Technician Services to assist the City's Building and Safety Division (the "Services") as follows: 5 hours a day, from 8:00 a.m. to 1:00 p.m., Monday through Thursday; a total of twenty-five hours per week. The cost of such Services will be Forty-Two Dollars and Fifty Cents (\$42.50) per hour.

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 and shall continue until the Services to be provided are completed or until the City provides notice that it no longer requires such Services.

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 Section 1 above 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.

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.

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.

8. City Liaison.

Consultant shall direct all communications to the Director of Community Development or her designee. All communications, instructions and directions on the part of the City shall be communicated exclusively through the Director of Community Development or the City Administrator or their 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 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 A 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 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 or 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 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. 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 or agent 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: Matt Marquez, City Planner

For Consultant:

Transtech Engineers, Inc.
13367 Benson Avenue
Chino, California 91710
Attn: Ayla G. Erfigen, CBO

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.

27. 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: May ___, 2014

By: _____
Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

CONSULTANT

DATED: May ___, 2014

By: _____
Ayla G. Erfigen, CBO

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

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 commence work under this Agreement until all insurance required of Consultant have been obtained. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 13 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors And Omissions Insurance Coverage

Consultant shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$2,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation

Before execution of the Agreement, Consultant shall file with the City the following signed certification:

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

Consultant shall carry and maintain worker's compensation as required by the California

Labor Code for all persons employed directly or indirectly in connection with this Agreement by Consultant.

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement, except for workers compensation and professional liability. An endorsement to this effect shall be delivered to City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. 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, as evidenced by receipt of the certified letter.

6. 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.

7. Qualifications of Insurer

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

8. Approval of Insurer

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

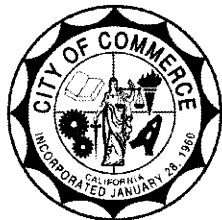
9. Payment of Premiums

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 City.

10. Evidence of Insurance and Claims

City shall have the right to hold the policies and policy renewals, and Consultant shall promptly furnish 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 City. City may make proof of loss if not made promptly by Consultant.



CITY OF COMMERCE AGENDA REPORT

TO: Honorable City Council

Item No. 18

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING TO CONDUCT AND COMPLETE THE ENVIRONMENTAL ANALYSIS AND DOCUMENTATION FOR THE PROPOSED DIGITAL BILLBOARD ORDINANCE

MEETING DATE: May 6, 2014

RECOMMENDATION:

Approve the Resolution, which will approve the Services Agreement between the City of Commerce and Blodgett Baylosis Environmental Planning to conduct and complete the environmental analysis and documentation for the proposed digital billboard ordinance; and assign the number next in order.

ANALYSIS:

City staff is in the process of drafting an ordinance that would amend the City's existing sign standards. Amongst other things, the subject ordinance would include specific standards related to the placement and maintenance of digital billboards. The project is subject to environmental analysis pursuant to the California Environmental Quality Act (CEQA). CEQA requires public agencies to participate in an environmental review process to identify significant environmental impacts (if any) and adopt feasible mitigation prior to making a final decision on a proposed project. In order to insure compliance with CEQA, staff is recommending that the City hire Blodgett Baylosis Environmental Planning to assist with the environmental review and preparation of the necessary documentation.

Blodgett Baylosis Environmental Planning is a qualified environmental planning firm who has done a significant amount of work in the City of Commerce. Their work has provided them with a unique understanding of City and the issues it faces. The costs associated with this project will be a not to exceed fee of \$7,250.00.

ALTERNATIVES:

1. Approve and execute the Services Agreement between the City of Commerce and Blodgett Baylosis Environmental Planning
2. Provide staff with further direction

FISCAL IMPACT:

The proposed scope of work details the tasks associated with the subject project and sets forth a not to exceed fee of \$7,250.00. The Planning cost center (1520) has enough funding to absorb the said amount.

RELATIONSHIP TO STRATEGIC GOALS:

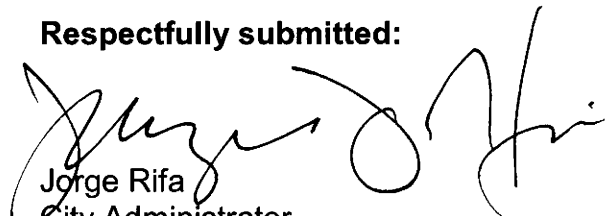
This agenda report relates to the 2011 strategic planning goal: *“Protect and Enhance the Quality of Life in the City of Commerce”*.

Recommended by:



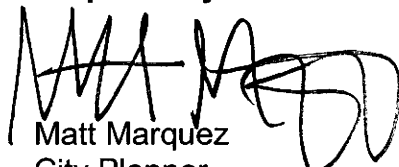
Maryam Babaki
Director of Public Works &
Development Services

Respectfully submitted:




Jorge Rifa
City Administrator

Prepared by:



Matt Marquez
City Planner

Approved as to form:



Eduardo Olivo
City Attorney

Reviewed by:



Vilko Domic
Finance Director

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH BLODGETT
BAYLOSIS ENVIRONMENTAL PLANNING TO CONDUCT AND COMPLETE THE
ENVIRONMENTAL ANALYSIS AND DOCUMENTATION FOR THE PROPOSED
DIGITAL BILLBOARD ORDINANCE

WHEREAS, the City Council of the City of Commerce directed staff to prepare an ordinance addressing the placement of digital billboards in the City; and

WHEREAS, an ordinance addressing the placement of digital billboards is subject to environmental analysis pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, CEQA requires public agencies to participate in an environmental review process to identify significant environmental impacts (if any) and adopt feasible mitigation prior to making a final decision on a proposed project; and

WHEREAS, the City has obtained a proposal for the provision of services from Blodgett Baylosis Environmental Planning, a qualified environmental planning firm who has provided the City with significant assistance over the years; their work has provided them with a unique understanding of the City and the issues it faces.

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

Section 1. The Agreement between the City of Commerce and Blodgett Baylosis Environmental Planning for personnel services is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this 6th day of May, 2014.

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

THIS AGREEMENT (the "Agreement") entered into this ____, day of May 2014 (the "Effective Date") is by and between Blodgett Baylosis Environmental Planning ("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 A, 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 and shall continue until the Services to be provided are completed or until the City provides notice that it no longer requires such Services.

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.

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.

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 Director of Community Development or his designee. All communications, instructions and directions on the part of the City shall be communicated exclusively through the Director of Community Development or the City Administrator or their 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 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 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 or 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 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. 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 or agent 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: Matt Marquez, City Planner

For Consultant:

Blodgett Baylosis Environmental Planning
16388 Colima Rd., Suite 206
Hacienda Heights, California 91745
Attn: Marc Blodgett, Project Manager

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.

27. 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: May ___, 2014

By: _____

Tina Baca Del Rio, Mayor

ATTEST:

Lena Shumway, City Clerk

CONSULTANT

DATED: May ___, 2014

By: _____

Marc Blodgett, Project Manager

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

Planning • Environmental • Economics • Mapping

April 1, 2014

Mr. Matt Marquez, City Planner
City of Commerce Public Works and Development Services Department
2535 Commerce Way
Commerce, California 90040

Subject: Proposal for Professional Consulting Services: Digital Billboard Ordinance CEQA Documentation.

Mr. Marquez:

On behalf of *Blodgett/Baylosis Associates, Inc. (BBA)*, I am pleased to submit this proposal for completing the environmental analysis and documentation for the new digital billboard ordinance the City intends to adopt and subsequently implement. The proposed ordinance will permit digital billboards as replacement signage along the Long Beach Freeway and the Santa Ana Freeway. For purposes of the California Environmental Quality Act (CEQA), an Initial Study will be required to ascertain whether a Mitigated Negative Declaration (MND) or an Environmental Impact Report (EIR) will be required. Given the nature of the proposed use that would arise as part of the ordinance's implementation, we anticipate that a Mitigated Negative Declaration will be the appropriate CEQA document.

We look forward to the opportunity of working with your team along with the City of Commerce on this project. Our objective is to complete the environmental review in a timely and thorough fashion. If you have any questions, please feel free to contact me at 626-336-0033 or on my cellular phone at 562-556-4542. Our work program approach, scope of work, schedule, and project budget are located in the remaining sections of this proposal.

WORK PROGRAM APPROACH

BBA has outlined an overall approach to successfully undertake the work program described herein. The approach we intend to follow will ensure that the preparation of the environmental document will proceed in a timely manner. We are assuming that a Mitigated Negative Declaration (MND) will provide sufficient CEQA analysis for the proposed project. There are a number of important features unique to our overall work program approach that includes the following:

- *Project Management Approach.* Only the most experienced personnel will be assigned to this work effort. Mr. Marc Blodgett from *BBA* will serve as Project Manager and will be responsible for the preparation of the environmental document. Our management team's hands-on approach will ensure that the work program is completed in a timely and efficient manner.

16388 East Colima Road, Suite 206 • Hacienda Heights, California 91745

Phone: (626) 336-0033 ♦ E-Mail: blodgett.marc@gmail.com

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- *Project Coordination Approach.* Our work program provides for ongoing contact with our clients during all key phases of the work effort thus ensuring that lines of communication and schedules are maintained.
- *Solutions-Oriented Approach.* Our work program will provide a usable framework to enable the work effort to be brought to a successful conclusion.

WORK PROGRAM METHODOLOGY

The environmental documentation required in support of a MND is an *Initial Study*. This section of our proposal describes the scope of work that the project team will follow in preparing the Initial Study and along with the supporting technical analysis.

TASK 1 - INFORMATION COLLECTION AND SURVEYS

During this initial task of the work program, project team members will collect and review reports and other available and relevant documentation. In addition, field surveys will be undertaken to familiarize the team with the potential digital billboard installation sites and the area of potential effect. Key activities that will be completed during this task include the following:

- Team members will complete surveys of the potential installation sites and the surrounding areas. These surveys will serve as the baseline for a number of issues that will be analyzed in subsequent tasks. The surveys will document existing land uses and development both within the potential installation sites and in the surrounding areas.
- Environmental studies and relevant planning documents completed for other projects in the area will be reviewed.
- The project team will collect and review various technical reports applicable to the project including the latest copy of the digital billboard ordinance.

TASK 2 - PREPARATION OF THE PROJECT DESCRIPTION

This task involves the refinement of the project description that will be included in the Initial Study. The project description discussion will consist of the following activities:

- The affected area in a regional and local context will be described in detail. Special emphasis will be devoted to the identification of sensitive receptors that would most likely be affected by the proposed billboard's aesthetics, light and glare, and noise.
- The existing conditions of each potential installation site and the surrounding area will be described. The existing land uses are an important factor when evaluating the potential impacts related to land use compatibility.

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- The site's previous use and any relevant background information leading up to the current development proposal will be discussed.
- The physical and operational characteristics of the digital billboard equipment will be described.
- Discretionary actions and other approvals associated with the proposed project's implementation will be described.

TASK 3 - ENVIRONMENTAL ANALYSIS

The environmental analysis will address impacts for a wide range of issue areas. The format of the analysis will be consistent with the recommended format identified in the most recent CEQA Guidelines. The following issue areas will be evaluated in the Initial Study:

- Aesthetics;
- Agricultural/Forestry Resources;
- Air Quality;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Greenhouse Gas Emissions;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use and Planning;
- Mineral Resources;
- Noise;
- Population and Housing;
- Public Services;
- Recreation;
- Transportation;
- Utilities; and,
- Mandatory Findings of Significance.

Task 3.1 - Aesthetic Impacts. The proposed project's potential aesthetic impacts will be analyzed in the Initial Study. The analysis will consider the potential impacts related to the installation and operation of the proposed digital billboards. The key issues are related to design compatibility, graffiti control, and light and glare.

Task 3.2 - Agriculture and Forestry Impacts. Under CEQA, the Initial Study must consider the proposed project's impact on agricultural and forestry resources. While no such resources will be impacted by the proposed project, the Initial Study must include the appropriate analysis that will support a conclusion that no significant impacts will result from the proposed project's implementation.

Task 3.3 - Air Quality Impacts. The Initial Study will analyze the proposed project's impact on air quality. The analysis will adhere to all pertinent SCAQMD protocols governing the methodology of completing an air quality analysis. For this analysis, the CalEEMod computer model will be used.

Task 3.4 - Biological Resources Impacts. Under CEQA, the Initial Study must consider the proposed project's impact on biological resources. While no significant and/or protected resources are located on-site or within adjacent properties, the Initial Study must include the appropriate analysis that will support a conclusion that no significant impacts will result from the proposed project's implementation.

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Task 3.5 - Cultural Resources Impacts. The analysis must consider the proposed project's impact on cultural resources including those that are important to the City's prehistory and history. The proposed project's potential impact (or lack of impact) must be demonstrated in the CEQA document.

Task 3.6 - Geology and Soils Impacts. The Initial Study will characterize the site's potential exposure to seismic risk, including ground-shaking, surface rupture, and liquefaction. The potential ground-shaking impacts and other impacts related to the area's geomorphology will be described.

Task 3.7 - Greenhouse Gas Emissions Impacts. The analysis will also address the most recent CEQA requirements related to the analysis of global warming impacts and greenhouse gasses (GHG). The analysis will include a conformity analysis with the California Office of the Attorney General's recommended measures to reduce GHG emissions.

Task 3.8 - Hazards and Hazardous Materials. The Initial Study will consider the potential on-site and near-site contamination. The Initial Study will indicate how demolition debris will be handled and disposed of.

Task 3.9 - Hydrology and Water Quality. The proposed project's potential impact on surface water, flooding, and water quality will be documented.

Task 3.10 - Land Use and Planning. The analysis of land use and planning impacts is the single most important issue since it is the existing and future land uses that establish the baseline conditions and future conditions. The analysis will first document the existing land uses and development within the candidate installation sites and in the surrounding areas. The Initial Study will then consider the applicable Commerce General Plan and Zoning designations.

Task 3.11 - Mineral Resources. Under CEQA, the Initial Study must consider the proposed project's impact (or lack of impact) on mineral resources.

Task 3.12 - Noise. The Initial Study will consider potential noise impacts from the stationary equipment.

Task 3.13 - Population and Housing. The analysis will consider the proposed project's impact on housing and population growth.

Task 3.14 - Public Services. The issues that will be the focus of this analysis include the proposed project's impact on the local law enforcement services and the Los Angeles County Fire Department. The proposed project's impact (or lack of impact) on other services (education, etc.) will also be addressed.

Task 3.15 - Recreation. Initial Studies must include an analysis of the proposed project's impact on recreational facilities and services.

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Task 3.16 - Traffic and Circulation. The Initial Study will evaluate the proposed project's traffic and parking impacts. The only traffic envisioned for the digital billboard installation is related to construction and routine maintenance.

Task 3.17 - Utilities. The Initial Study will consider the proposed project's impact on utilities and infrastructure. The analysis will also consider energy consumption rates (also used in the analysis of greenhouse gas emissions) and solid waste generation.

Task 3.18 - Mandatory Findings of Significance. The last issue included in the environmental analysis section of the Initial Study will build upon the conclusions of the analyses completed for the individual environmental topics discussed previously.

TASK 4 - COMPILATION OF THE INITIAL STUDY/MND

The analysis completed in the previous tasks will be compiled into the Initial Study during this task. The key sections that will comprise the Initial Study include the following:

- The *Introduction* will describe the scope and purpose of the environmental review process that has been undertaken in conjunction with the proposed project. An Initial Study Checklist will also be provided.
- The *Project Description* will include a description of the project site's location (supported with graphics) from a regional and local perspective. A statement of the project objectives will follow this section. The section will then conclude with a description of the project's physical and operational characteristics.
- The *Environmental Analysis* section of the Initial Study will discuss each issue area analyzed in previous tasks. The format of this section will correspond to the following: *Thresholds of Significance, Environmental Impacts, Cumulative Impacts, and Mitigation.*
- The *Findings* will summarize the findings of the analysis and document the mitigation measures identified previously.

TASK 5 - MITIGATION MONITORING PROGRAM

This task focuses on those activities that will be completed as part of the Mitigation Monitoring and Reporting Program (MMRP). Specific activities that will be completed during this task include the following:

- Preliminary mitigation measures will be prepared during this task in accordance with Section 21081.6 of the Public Resources Code. The mitigation will be structured in a manner to identify those measures that must be undertaken as part of the project's implementation.

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- The mitigation measures will make a distinction between those measures that are required under current regulations and ordinances, and those measures that are unique to the proposed project.
- The Initial Study will indicate the timing and oversight for each mitigation measure. Additionally, the party responsible for ensuring measure implementation will be identified.

TASK 6 - PUBLIC REVIEW

Prior to the formal circulation of the environment document (MND), administrative draft copies will be submitted to City staff for review and comment. The project team will incorporate City staff comments into the documents prior to public circulation. Specific activities that will be completed during this concluding task include the following:

- The document will be printed and distributed as part of the formal circulation as required under the CEQA.
- The aforementioned notice will be filed at the Los Angeles County Clerk's office in Norwalk as required under State law.
- *BBA* will assist staff in preparing a Fish and Game Fee Exemption Report. This will save the Applicant more than \$2,100 in State fees should we be successful.
- *BBA* will attend the required public hearing(s) before the City of Commerce Planning Commission and City Council.

SCHEDULE

The project team will be able to control the schedule up to the delivery of the administrative MND and the Initial Study. The administrative draft MND can be completed within three weeks following authorization to proceed. The entire MND work effort may be completed in a minimum of 8 to 10 weeks, though this schedule will be dependent on the timing of public hearings.

BUDGET

The labor costs for those tasks outlined in the Work Program Methodology for the project will be a not-to-exceed fee of \$7,250 for the MND. Any direct costs (printing, postage, filing fees) will be considered a reimbursable and will be invoiced as they are incurred.

CONCLUSION

On behalf of *BBA*, I am pleased to submit this proposal for completing the environmental analysis and documentation for the development your team is proposing. If you have any questions regarding our work plan, schedule, or budget, please do not hesitate to contact my office (626-336-0033) or cellular phone (562-556-4542).

Sincerely,

Marc Blodgett

BLODGETT/BAYLOSIS ASSOCIATES, INC.
Marc Blodgett, Project Manager

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 commence work under this Agreement until all insurance required of Consultant have been obtained. Such insurance shall not be in derogation of Consultant's obligations to provide indemnity under Section 13 of this Agreement.

1. Comprehensive General Liability And Automobile Liability Insurance Coverage

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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. Errors And Omissions Insurance Coverage

CONSULTANT shall carry and maintain Errors and Omissions Coverage Insurance which provides a minimum coverage of at least \$2,000,000 for each occurrence, \$2,000,000 aggregate, triggered by manifestation of injury.

3. Worker's Compensation

Before execution of the Agreement, CONSULTANT shall file with the City the following signed certification:

"I am aware of the provisions of Section 3700 Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Service Agreement".

CONSULTANT shall carry and maintain worker's compensation as required by the

California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONSULTANT.

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement, except for workers compensation and professional liability. An endorsement to this effect shall be delivered to City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONSULTANT. Such insurance shall be primary, and noncontributory with any other insurance by the City of Commerce.

5. 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, as evidenced by receipt of the certified letter.

6. 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.

7. Qualifications of Insurer

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

8. Approval of Insurer

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

9. 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 City.

10. Evidence of Insurance and Claims

City shall have the right to hold the policies and policy renewals, and CONSULTANT shall promptly furnish 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 City. City may make proof of loss if not made promptly by CONSULTANT.