

ALL ITEMS FOR CONSIDERATION BY THE CITY COUNCIL AND GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION ARE AVAILABLE FOR PUBLIC VIEWING IN THE OFFICE OF THE CITY CLERK/SECRETARY AND THE CENTRAL LIBRARY

Agendas and other writings that will be distributed to the Councilmembers/ Board Members in connection with a matter subject to discussion or consideration at this meeting and that are not exempt from disclosure under the Public Records Act, Government Code Sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, are available for inspection following the posting of this agenda 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, or at the time of the meeting at the location indicated below.

**AGENDA FOR THE CONCURRENT ADJOURNED 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")**

**COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

TUESDAY, OCTOBER 2, 2012 – 5:00 P.M.

CALL TO ORDER

Mayor/Chairperson Leon

ROLL CALL

City Clerk/Secretary Olivieri

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. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. 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. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. 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 use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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.

RECESS TO CLOSED SESSION

1. Pursuant to Government Code §54956.8, the **Successor Agency** will confer with its real property negotiators, Jorge Rifá, Alex Hamilton and John Yonai, with respect to real estate negotiations concerning:
 - A. Proposed price and other terms relating to former Commerce Community Development Commission-owned real property located along the Telegraph Road Corridor, south of Gaspar Avenue and north of the Commerce Casino [Tubeway Avenue], which was the subject of a recent lot line adjustment and formerly known as 5809, 5819, 5823, 5901/5903, 5933, 5959, 6001 and 6003 Telegraph Road; 2240 Gaspar Avenue and 2311, 2322 and 2366 Travers Avenue, Commerce, California.
 - B. Proposed price and other terms relating to former Commerce Community Development Commission-owned vacant real property formerly known as 6300 E. Washington Boulevard, Commerce California, which is located southwest of and adjacent to 6333 Telegraph Road, the Costco site.
2. Pursuant to Government Code §54956.8, the **City Council** will confer with its real property negotiators, Jorge Rifá, Alex Hamilton and John Yonai, with respect to real estate negotiations concerning:
 - A. City-owned real property, including proposed price and other terms relating thereto, comprised of 6329 and 6355 Washington Boulevard, Commerce, California, commonly referred to as the Stahl Trust Property.
3. Pursuant to Government Code §54956.9(b),
 - A. The **City Council** will confer with its legal counsel, and take the appropriate action, with respect to significant exposure to litigation in one potential case.
 - B. The **Successor Agency** will confer with its legal counsel, and take the appropriate action, with respect to significant exposure to litigation in one potential case.
4. Pursuant to Government Code §54957,
 - A. The **City Council** will consider personnel matters related to the selection and/or appointment of a Director of Human Resources.
 - B. The **City Council** will conduct an evaluation of the City Administrator.
5. Pursuant to Government Code §54957.6,
 - A. The **City Council** will confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the Memoranda of Understanding between the City and the City of Commerce Employees Association on behalf of the mid-management and non-management full-time employees and part-time employees.

ADJOURNMENT

**LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST
FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY,
8:00 A.M. - 6:00 P.M.**

ALL ITEMS FOR CONSIDERATION BY THE CITY COUNCIL AND GOVERNING BODY OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION ARE AVAILABLE FOR PUBLIC VIEWING IN THE OFFICE OF THE CITY CLERK/SECRETARY AND THE CENTRAL LIBRARY

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AGENDA FOR 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")

**COUNCIL CHAMBERS
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

TUESDAY, OCTOBER 2, 2012 – 6:30 P.M.

CALL TO ORDER

Mayor/Chairperson Leon

PLEDGE OF ALLEGIANCE

Vilko Domic
Director of Finance

INVOCATION

Mayor Pro Tempore/Vice Chairperson
Baca Del Rio

ROLL CALL

City Clerk/Secretary Olivieri

APPEARANCES AND PRESENTATIONS

1. Commendation – Honoring Los Angeles County Sheriff's Captain Henry M. Romero on His Promotion to Commander and Introduction of New Captain James P. Wolak

The **City Council** will present a Commendation to Los Angeles County Sheriff Captain Henry M. Romero in recognition of his promotion to Commander of Field Operations for Region III and his dedicated service to the City while serving in the capacity commander of the East Los Angeles Sheriff's Substation.

Further, the **City Council** will be introduced to new Captain James P. Wolak, who will assume the duties of commander of the East Los Angeles Substation.

2. Presentation of Certificates of Completion to Cable TV Video Production Class Graduates

The **City Council** will present certificates of completion to the student volunteers who have successfully completed the City of Commerce Cable TV Video Production Course.

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. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. 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. Request to address City Council/Successor Agency cards are provided by the City Clerk/Secretary. 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 use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

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CITY COUNCIL/SUCCESSOR AGENCY REPORTS

CONSENT CALENDAR

Items under the Consent Calendar are considered to be routine and may be enacted by one motion. Each item has backup information included with the agenda, and should any Councilmember or Board Member desire to consider any item separately he/she should so indicate to the Mayor/Chairperson. If the item is desired to be discussed separately, it should be the first item under Scheduled Matters.

3. Approval of Minutes

The **City Council and Successor Agency** will consider for approval, respectively, the minutes of the Concurrent Adjourned Regular Meetings of Tuesday, September 18, 2012, held at 5:00 p.m. and Concurrent Regular Meetings of Tuesday, September 18, 2012, held at 6:30 p.m.

4. Approval of Warrant Register No. 6

The **City Council and Successor Agency** will consider for approval, respectively, the bills and claims set forth in Warrant Registers No. 6A, dated October 2, 2012, and No. 6B, for the period September 19, 2012, to September 26, 2012.

5. Approval of Certificate Recognizing 437th Anniversary of Aguascalientes, Aguascalientes, Mexico

At the request of Councilmember Aguilar, the **City Council** will consider for approval a Certificate in recognition of the 437th Anniversary of the City's Sister City of Aguascalientes, Aguascalientes, Mexico.

6. Proclamation – Crime Prevention Month & Red Ribbon Week

The National Crime Prevention Council has proclaimed the month of October 2012 as "Crime Prevention Month." The organization believes that time, money and other resources spent on prevention yields tremendous benefits in reducing crime and making communities stronger, safer and better places to live, work and play. During October, the City will hold

events to educate and empower its residents in taking a stance against crime, including Red Ribbon Week and Neighborhood Watch meetings.

The **City Council** will consider proclaiming the month of October 2012 as “Crime Prevention Month” and October 22-26, 2012, as “Red Ribbon Week” in the City of Commerce.

7. Proclamation – Childhood Cancer Awareness Week

The **City Council** will consider proclaiming September 30-October 6, 2012, as Childhood Cancer Awareness Week in the City of Commerce.

8. Request for Proposal for Consulting Services for Preparation of Housing Element Update for the City of Commerce

State law requires every city and county to adopt a General Plan, containing at least seven mandatory elements, including housing. The City's comprehensive General Plan Update, including the Housing Element, was adopted in January 2008. The last update to the Housing Element was adopted in 2010. Current State law requires housing elements to be updated every 8 years.

The **City Council** will consider authorizing staff to proceed with the issuance of the Request for Proposal (“RFP”) for consulting services for preparation of the Housing Element Update for the City of Commerce for the 2014 through 2021 current planning cycle.

9. Status Report on I-710 Freeway Improvement Project

The California Department of Transportation (“Caltrans”), along with other agencies including the Los Angeles County Metropolitan Transportation Authority (“LACMTA”/“Metro”), Southern California Association of Governments (“SCAG”), Gateway Cities Council of Governments (“COG”) and the Ports of Long Beach and Los Angeles and their technical advisory team, are currently engaged in the preparation of an Environmental Impact Report/Environmental Impact Statement for the proposed I-710 Freeway Improvement Project.

Staff, along with the consulting team of PCR Services Corporation, met with the City Council subcommittee, as well as the I-710 Local Advisory Committee (“LAC”), to obtain feedback and input on the issues of importance to the community that were included in the City's comment letter on the Draft EIR/Draft EIS. The final comment letter was submitted to Caltrans on September 28, 2012.

The **City Council** will consider for receipt and filing a status report on the I-710 Freeway Improvement Project, including the City's final comment letter relating to the Draft EIR/Draft EIS.

10. A Resolution of the City Council of the City of Commerce, California, Approving the Purchase of a Narrowband Digital Radio Communication System From Dial Communications

The City currently operates a wideband 25 kHz two-way radio communication system. The radio system is used to communicate with and among City employees working in the field (Transportation, Park Maintenance, Public Services, Code Enforcement, Maintenance, Public Safety, Department Directors and etc.). The Federal Communications Commission (“FCC”) has mandated that all licensees using wideband 25 kHz channel bandwidths convert to narrowband 12.5 kHz channel bandwidths by January 1, 2013. Compliance is not optional; failure to comply will result in loss of radio communication capabilities and user license.

The **City Council** will consider for approval and adoption a proposed Resolution approving the purchase of a Narrowband Digital Radio Communication System from Dial Communications.

11. A Resolution of the City Council of the City of Commerce, California, Approving the Purchase of One Sweeper From Masco Sweepers, Inc., and One Pickup Truck From Downtown Ford Sales

The **City Council** will consider for approval and adoption a proposed Resolution, approving the purchase of one sweeper from Masco Sweepers, Inc., and one pickup truck from Downtown Ford Sales.

The new sweeper would be replacing Unit 239, which has reached the end of its useful life and is no longer meeting the needs of the City. Additionally, the new Ford F250 pickup truck would be replacing Unit 420, which has far exceeded its useful life and is no longer cost effective to maintain.

12. A Resolution of the City Council of the City of Commerce, California, Approving the Purchase of an Automatic Voice Annunciation System (AVA) From Digital Recorders, Inc.

The City has an active transit capital project grant from the Federal Transit Administration, which includes funding for Americans with Disabilities Act (“ADA”) equipment. ADA regulations require the announcement of all bus transfer points, major intersections, destination points, points of interest and any stop or location upon request. The installation of Automatic Voice Annunciation (“AVA”) systems on all Commerce buses will help ensure compliance with ADA regulations and improve customer service to all passengers.

The **City Council** will consider for approval and adoption a proposed Resolution approving the purchase of an Automatic Voice Annunciation System (AVA) from Digital Recorders, Inc.

13. A Resolution of the City Council of the City of Commerce, California, Amending Resolution No. 06-11, Authorizing Certain City Officers and Employees to Issue Citations to Enforce Certain Provisions of the Commerce Municipal Code and State Law, By Adding Thereto the Position of Community Services Officer

On June 19, 2012, the City Council amended the Personnel Classification and Compensation Plan to include the new job classification and salary range for part-time Community Services Officer, a non-sworn position which will, among other duties, be responsible for preparing reports and citations. It is the intent of the City Council that the Community Services Officers be granted the same citation authority as the Community Safety Specialists and Code Enforcement Officers.

The **City Council** will consider for approval and adoption a proposed Resolution amending Resolution No. 06-11, authorizing certain City officers and employees to issue citations to enforce certain provisions of the Commerce Municipal Code and State law, by adding thereto the position of Community Services Officer.

14. A Resolution of the City Council of the City of Commerce, California,
A) Calling for and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, March 5, 2013, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California Relating to General Law Cities

The **City Council** will consider for approval and adoption a proposed

Resolution calling for and giving notice of the holding of a General Municipal Election on Tuesday, March 5, 2013, for the election of three (3) members of the City Council for the full term of four years.

B) Requesting the Board of Supervisors of the County of Los Angeles to Render Specified Services to the City Relating to the Conduct of a General Municipal Election to be Held on Tuesday, March 5, 2013

The **City Council** will consider for approval and adoption a proposed Resolution requesting specified services from the Los Angeles County Board of Supervisors be rendered to the City relating to the conducting of the March 5, 2013, General Municipal Election.

C) Consenting to an Election Consolidation With the City of Los Angeles, Including the Los Angeles Community College District, and Ordering That the Three (3) Seats on the Board of Trustees of the Los Angeles Community College District Appear on the Ballot of the General Municipal Election to be Held on Tuesday, March 5, 2013

The **City Council** will consider for approval and adoption a proposed Resolution consenting to an election consolidation with the City of Los Angeles, including the Los Angeles Community College District (LACCD), and ordering that the three (3) seats on the Board of Trustees for the LACCD in Districts 2, 4 and 6 appear on the ballot of the General Municipal Election to be held on Tuesday, March 5, 2013.

The City of Los Angeles will reimburse to the City of Commerce a proportionate share of the costs for conducting the consolidated election.

D) Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at an Election

The **City Council** will consider for approval and adoption a proposed Resolution adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters and printed in the Voter Information Pamphlet at any City election.

PUBLIC HEARINGS – None

SCHEDULED MATTERS

15. Proposed New Transit Service for Commerce Bus Line – “Citadel Express Service”

The City of Commerce's fixed route bus service only provides service within the City of Commerce and the fringes of surrounding communities. Over the past several months, staff has met with Metro and Commerce businesses to develop an express bus route that would provide direct service between downtown Los Angeles, Union Station (Metrolink, Red Line & Gold Line) and the employment and retail centers in the City of Commerce.

The goals of the new express bus service are to provide direct service for employees working at the Citadel Outlets, Commerce Casino and other employment sites in the City; transit users transferring from Metrolink and Metro buses and trains in downtown Los Angeles to Commerce and visitors in downtown Los Angeles to the Citadel Outlets and Commerce Casino.

The proposed Citadel Express bus service would operate seven days a 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 would operate approximately every hour and the proposed route would

serve the following areas: Downtown hotels on 1st and Flower Streets, L.A. Live Entertainment and neighboring hotels, Metro rail connections at 7th & Flower Streets (Red, Purple & Blue Lines), Metrolink and Metro train and bus connections at Union Station, Citadel Outlets and Commerce Casino on Telegraph Road and commercial areas along Garfield Avenue, Bandini Boulevard, Washington Boulevard and Slauson Avenue.

The **City Council** will consider for receipt and filing the report on the proposed new transit operation for the Commerce Bus Line, the “Citadel Express Service”, and provide appropriate direction as deemed necessary with respect thereto.

ORDINANCES AND RESOLUTIONS

16. An Ordinance of the City Council of the City of Commerce, California, Amending Chapter 9.40 (Political Campaign Signs) of Title 9 (Peace, Safety and Morals) of the Commerce Municipal Code by Amending Subsection (2) of Section 9.40.030 (Posting in Certain Places Prohibited), Section 9.40.070 (Removal Procedure), 9.40.080 (Storage—Notice—Return), 9.40.100 (Persons Responsible) and 9.40.110 (Illegal Signs—Public Nuisance) – Second Reading

The **City Council** will consider for approval and adoption a proposed Ordinance amending Chapter 9.04 of Title 9 of the Commerce Municipal Code relating to political campaign signs, as stated above.

The proposed amendments will eliminate the 24-hour advance notice required prior to the removal of signs placed in violation of Sections 9.40.030 and 9.40.040, providing for their immediate removal; allows the candidate, committee or person responsible for the illegal signs to be charged the actual cost for the removal, storage, destruction and/or disposal of the signs by the City and clarifies certain public property where campaign signs may not be posted and the persons responsible for the posting of campaign signs.

The proposed Ordinance was approved for first reading on September 18, 2012.

17. A Resolution of the City Council of the City of Commerce, California, Approving an Agreement with All American Asphalt for Cash Contract No. 1201 – Rosini/Rosewood Neighborhood Street Rehabilitation Project (Phase II)

On July 17, 2012, the City Council approved the Project Plans and Specifications for Cash Contract No. 1201, as named above, and authorized staff to advertise for sealed bids. Four bids were received for the project on August 30, 2012.

The **City Council** will consider for approval and adoption a proposed Resolution approving an agreement with All American Asphalt, of Corona, California, for Cash Contract No. 1201 – Rosini/Rosewood Neighborhood Street Rehabilitation Project (Phase II) and authorizing the Mayor to execute the Agreement for and on behalf of the City.

18. A Resolution of the City Council of the City of Commerce, California, Approving a Services Agreement for Traffic Signal Maintenance Services with Siemens Industry, Inc.

On August 6, 2012, the City Council approved a Request for Proposals (“RFP”) for Traffic Signal Maintenance Services required by the City and authorized staff to advertise for proposals. Three proposals were received for the project on September 6, 2012.

The **City Council** will consider for approval and adoption a Resolution approving a Services Agreement for Traffic Signal Maintenance Services with Siemens Industry, Inc., of Novato, California, and authorizing the Mayor to execute the Agreement for and on behalf of the City.

19. A Resolution of the City Council of the City of Commerce, California, Approving a Professional Services Agreement for Construction Management Services with Swinerton Builders dba Swinerton Management & Consulting

Swinerton Builders, dba Swinerton Management and Consulting, has provided construction management and professional support services to the City since 2008 in connection with the City's Capital Improvement Program ("CIP"), including the Central Library Renovation Project, and has offered to provide the same level of services for the City's fiscal year 2012-2013 CIP for the same contract fee charged for fiscal year 2011-2012, or \$257,591.

The **City Council** will consider for approval and adoption a proposed Resolution approving a Professional Services Agreement for Construction Management Services with Swinerton Builders dba Swinerton Management & Consulting, authorizing the Mayor to execute the agreement for and on behalf of the City and approving a project contingency of 13%, or \$33,109, to be set aside for payment of any unexpected additional services that the City may deem necessary and proper.

20. A Resolution of the Successor Agency to the Commerce Community Development Commission Approving: (1) Amending the Fee Schedule for the May 17, 2011, Agreement Between the Former Commerce Community Development Commission and Wayne Perry, Inc., for the Design and Installation of a Landfill Gas Collection and Treatment System for 7025 E. Slauson Avenue (the "Site"); and (2) Approving an Increase in the Estimated Cost for Operations and Maintenance Required After Completion of Such Treatment

In 1985, the Commerce Community Development Commission (the "Commission") acquired ownership of the real property located at 7025 E. Slauson Avenue, in the City of Commerce (the "Site"). The Site had consistent methane gas probe readings exceeding regulatory limits. Therefore, the Local Enforcement Agency ("LEA"), County of Los Angeles Department of Public Health, required the Commission to take mitigation measures that would reduce the methane readings within acceptable regulatory limits.

On November 21, 1995, the Commission entered into a 55-year Ground Lease with Structural Materials for the Site. Pursuant to AB 1X 26, the Ground Lease and the environmental mitigation requirements for the Site constitute "enforceable obligations" that must be recognized and addressed by the Successor Agency.

On July 3, 2012, the Successor Agency approved the assignment of the Ground Lease from Structural Materials to Beacon Sales Acquisition, Inc., which purchased Structural Materials.

The **Successor Agency** will consider for approval and adoption a proposed Resolution amending the fee schedule for the May 17, 2011, Agreement between the former Commerce Community Development and Wayne Perry, Inc. for the installation of four wells and a gas collection system needed to reduce the methane readings at the former Commission-owned property located at 7025 E. Slauson Avenue and increasing the estimated cost for operations and maintenance required after completion of such treatment. Further, the proposed Resolution directs Successor Agency staff to amend the funding request included in

the Recognized Obligation Payment Schedule II to include an increase for: (1) the construction cost under the Agreement by \$18,131.57, for a total of \$165,497.57, and (2) the monitoring, operations and maintenance cost under the Agreement by \$48,985.00, for a total cost of \$198,985.00, with the changes to be included in the next ROPS cycle.

CIP PROGRESS REPORT – None

I-710 LOCAL ADVISORY COMMITTEE UPDATE – See Consent Calendar

RECESS TO CLOSED SESSION – No Items

ADJOURNMENT

Adjourn in memory of Lorraine Reyes, retired City employee, to Tuesday, October 16, 2012, at 5:00 p.m. in the City Council Chambers.

<p>LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY, 8:00 A.M. - 6:00 P.M.</p>



AGENDA REPORT

TO: HONORABLE CITY COUNCIL

DATE: October 2, 2012

FROM: CITY ADMINISTRATOR

SUBJECT: COMMENDATION – HONORING CAPTAIN HENRY M. ROMERO, OF THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, ON HIS PROMOTION TO COMMANDER AND INTRODUCTION OF NEW CAPTAIN, JAMES P. WOLAK

RECOMMENDATION:

Present the Commendation and receive introduction of new Captain, James P. Wolak.

MOTION:

Move to approve the recommendation.

ANALYSIS:

The City Council will present a Commendation to Captain Henry M. Romero, of the Los Angeles County Sheriff's Department, in recognition of his service to the City while serving in the capacity of Captain at the East Los Angeles Sheriff's Station. Captain Romero was promoted to Commander of Field Operations Region III, effective November 2012.

At tonight's meeting, the City Council will be introduced to new Captain, James P. Wolak.

FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This activity does not relate to a specific goal.

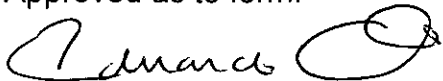
Recommended by:


Loretta Gutierrez
Interim Director of Safety and Community Services

Respectfully submitted,


Jorge J. Rifá
City Administrator

Approved as to form:


Eduardo Olivo
City Attorney

Agenda Reports/Agenda 2012-18 Commendation Capt Henry M. Romero



AGENDA REPORT

Meeting Date: October 2, 2012

TO: Honorable City Council

FROM: Deputy City Administrator

SUBJECT: Presentation of Certificates to Graduates of the City of Commerce Video Production Course

RECOMMENDATION

Present certificates of completion of the City of Commerce Video Production Course to the graduating class.

MOTION:

Move to approve the recommendation.

BACKGROUND:

The Cable TV division of the Public Information Office was established by the City in 1988 to provide local programming and emergency public information as needed to the community. In 1991, the division began conducting classes for student volunteers in television production.

The program's course work teaches student volunteers studio and field production, post production, directing and technical directing, video lighting, camera operations, audio recording and non-linear editing.

This intensive program requires a minimum of 40 volunteer hours and participation in a minimum of 32 productions, though many of the student volunteers complete more than twice the required amount of hours and productions. To graduate each student volunteer must also successfully complete 11 written tests and four practical tests.

Staff respectfully requests that the City Council present certificates of completion to the 2012 graduates of the City of Commerce Video Production Course. They are: Ed Edwards, Andres Munoz, Betty Ortega, Diana Penaloza, and Joey Wilson.

ANALYSIS:

Student volunteers in the City of Commerce Video Production Course assist the City's production staff in filming and producing City events and celebrations, which provides programming for Commerce Cable Channels 3 and 32 throughout the year.

In addition to providing a benefit to the City, this program has provided members of the public, including residents and former residents, with the knowledge and experience to successfully find employment in the television and video production industry.

The Division's 2012 production highlights, which were completed with thousands of hours from student volunteers include: City Council meetings, the Miss Commerce Pageant, I-710 public hearings, Commerce Water Polo tournaments, sports programming, Commerce City News, the Commerce Public Affairs Show, and the Brenda Villa Aquatic Center Dedication Ribbon Cutting.

FISCAL IMPACT:

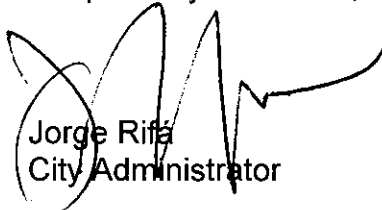
This activity can be carried out without additional impact on the current operating budget.

RELATIONSHIP TO 2012 STRATEGIC GOALS:

This report relates to 2012 Strategic Planning Goal #5:

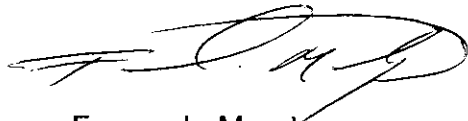
Implement Strategic Communication Plan for all Key Stakeholders. Staff training of these volunteers allows the City to enhance existing communication platforms to communicate key issues important to the City.

Respectfully submitted,



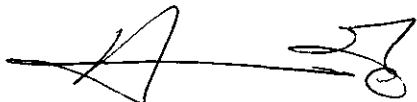
Jorge Rifa
City Administrator

Prepared by:



Fernando Mendóza
Deputy City Administrator

Fiscal Impact Reviewed by:



Vilko Domic
Director of Finance

Approved As To Form:



Eduardo Olivo
City Attorney



AGENDA REPORT

MEETING DATE: October 2, 2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: CERTIFICATE—CITY OF AGUASCALIENTES 437TH ANNIVERSARY

RECOMMENDATION:

At the request of Councilmember Aguilar, the City Council will consider for approval a City certificate in recognition of the City of Aguascalientes's 437th Anniversary.

MOTION:

Council discretion.

BACKGROUND

The City of Aguascalientes will celebrate its 437th Anniversary this month. The City of Aguascalientes and the City of Commerce have shared a warm, dynamic relationship as sister cities for over 40 years. Over the course of our relationship with our Sister City, we have collaborated on various social projects that have contributed and improved the quality of life for the people of Aguascalientes.

The City of Commerce, the Commerce Sister City Association, along with our sister city—Aguascalientes, are committed to continue to foster and build upon our international relationship.

BUDGET IMPACT:

This activity can be carried out as part of the approved FY 2012/2013 operating budget.

Prepared by:

Fernando Mendoza
Deputy City Administrator

Submitted by,

Jorge J. Rifa
City Administrator

Budget Impact Reviewed by:

Vilko Domic
Director of Finance

Approved as to Form:

Eduardo Olivo
City Attorney



AGENDA REPORT

DATE: October 2, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: A PROCLAMATION DESIGNATING THE MONTH OF OCTOBER 2012 AS "CRIME PREVENTION MONTH"

RECOMMENDATION:

Approve a Proclamation to proclaim the month of October 2012 as "Crime Prevention Month."

MOTION:

Approve the recommendation.

BACKGROUND:

In 1984, The National Crime Prevention Council, the nation's focal point for preventing crime, designated October as Crime Prevention Month. The month-long celebration recognizes successful Crime Prevention efforts on the local, state, and national levels to generate interest and enthusiasm for prevention efforts to continue to grow even stronger and become more widespread.

Crime Prevention Month 2012 reflects the strong belief that time, money, and other resources spent on prevention yields tremendous benefits in reducing crime and making communities stronger, safer, and better places to live, work, and play. During Crime Prevention Month, government agencies, civic groups, schools, businesses, and youth organizations throughout the County of Los Angeles will showcase their accomplishments, reach out to educate and empower the public through educational campaigns, and explore new partnerships that build stronger communities where crime cannot survive. City of Commerce Events will include Red Ribbon Week and Neighborhood Watch meetings.

ANALYSIS:

The City of Commerce continues its commitment towards crime prevention efforts within the community and takes great pride in its programs which promote safer neighborhoods, awareness, and intervention strategies for youth. The City encourages residents to participate in working together to make the City a safer and stronger community.

FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This report relates to the 2009 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce". Public safety is the fundamental platform of quality of life.

This proposed Resolution is not connected to any specific 2009 strategic goal objective.

Agenda Report – October 2, 2012
Proclamation – Crime Prevention Month
Page 2

Recommended by:



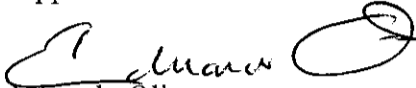
Loretta Gutierrez
Interim Director of Safety and Community Services

Respectfully submitted,



Jorge J. Rifa
City Administrator

Approved As To Form:



Eduardo Olivo
City Attorney

Agenda 2012-17 Proclamation Crime Prevention Month

**A Proclamation of the City Council
of the
City of Commerce
Designating the Month of October 2012
as
CRIME PREVENTION MONTH**

WHEREAS, in 1984 The National Crime Prevention Council designated October as Crime Prevention Month;

WHEREAS, the vitality of our City depends on how safe we keep our homes, neighborhoods, schools, workplaces, and communities; and

WHEREAS, crime and fear of crime destroy our trust in others and in civic institutions, threatening the community's health, prosperity, and quality of life; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves and their families, neighbors, and co-workers from being harmed by crime; and

WHEREAS, people of all ages must be made aware of the dangers of technology crime and how they can protect themselves from becoming victims; and

WHEREAS, the personal injury, financial loss, and community deterioration resulting from crime are intolerable and require investment from the whole community; and

WHEREAS, crime prevention initiatives must include self-protection and security, but they must go beyond to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive opportunities for young people; and

WHEREAS, adults must invest time, resources, and policy support in effective prevention and intervention strategies for youth, and adults must make sure to engage teens in programs to drive crime from their communities; and

WHEREAS, effective crime prevention programs excel because of partnerships with law enforcement, other government agencies, civic groups, schools, faith communities, businesses and individuals as they help to nurture communal responsibility and instill pride; and

WHEREAS, the City of Commerce Crime Prevention events will include Neighborhood Watch Meetings, and **RED RIBBON WEEK** during the week of October 22-26, 2012;

NOW THEREFORE, I, Lilia R. Leon, Mayor of the City of Commerce, do hereby join the National Crime Prevention Council in proclaiming the month of October 2012, as "Crime Prevention Month" and encourage all who live and work in the City of Commerce to take a stand against crime and work together to make the City a safer and stronger community.

PASSED AND ADOPTED this 2nd day of October 2012.

ATTEST:

Lilia R. Leon, Mayor

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

Meeting Date: 10/02/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: PROCLAMATION – CHILDHOOD CANCER AWARENESS WEEK

RECOMMENDATION:

Designate September 30-October 6, 2012, as Childhood Cancer Awareness Week in the City of Commerce.

MOTION:

Move to approve the recommendation.

BACKGROUND/ANALYSIS:

The American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among children in the United States.

The American Cancer Fund for Children was founded approximately 20 years ago and, along with its sister organization, Kids Cancer Connection, Inc., is dedicated to helping these children and their families by providing a variety of vital patient psychosocial services to enhance their quality of life.

The Council is requested to designate September 30-October 6, 2012, as Childhood Cancer Awareness Week in the City of Commerce.

FISCAL IMPACT:

This activity can be carried out without additional impact of the current operating budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This item is related to the following 2009 Strategic Goals: *“Protect and Enhance Quality of Life in the City of Commerce”*

Prepared by:

Linda Kay Olivieri
City Clerk

Respectfully submitted,

Jorge J. Rifa
City Administrator

Fiscal impact reviewed by:

Vilko Domic
Director of Finance

Reviewed as to form:

Eduardo Olivo
City Attorney

SUM (PROCLAMATION - CHILDHOOD CANCER AWARENESS).DOC

A PROCLAMATION OF THE COMMERCE CITY COUNCIL
PROCLAIMING THE WEEK OF
SEPTEMBER 30 - OCTOBER 6, 2012
CHILDHOOD CANCER AWARENESS WEEK
IN THE CITY OF COMMERCE

WHEREAS, cancer is detected in nearly 15,000 of our nation's young people each year; and

WHEREAS, due to recent awareness of this disease, the current overall five-year survival rate for childhood cancer is close to 80%; and

WHEREAS, an estimated 270,000 survivors of childhood cancer currently live in the U.S., which equates to 1 in 640 young adults between the ages of 20 to 39; and

WHEREAS, two-thirds of those who survive cancer face at least one chronic health condition, with one quarter of survivors facing severe or life-threatening effects from treatment such as heart damage, second cancers, lung damage, infertility, cognitive impairment, growth deficits, hearing loss; and

WHEREAS, Kids Cancer Connection, Inc and the American Cancer Fund for Children, Inc. were founded nearly twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, to help children suffering from cancer and their families; and

WHEREAS, the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at L.A. County-USC Medical Center, Children's Hospital Los Angeles, Mattel Children's Hospital at Ronald Reagan-UCLA Medical Center and other participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and

WHEREAS, the City of Commerce recognizes the importance of educating its residents about childhood cancer and supports the efforts of organizations such as the American Cancer Fund for Children and Kids Cancer Connection that provide support, assistance and hope to children affected by cancer:

NOW, THEREFORE, THE COMMERCE CITY COUNCIL HEREBY PROCLAIMS SEPTEMBER 30-OCTOBER 6, 2012 AS CHILDHOOD CANCER AWARENESS WEEK IN THE CITY OF COMMERCE AND ENCOURAGES ONGOING EFFORTS TO PROMOTE CHILDHOOD CANCER AWARENESS THROUGHOUT THE YEAR.

Dated this 2nd day of October 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

DATE: October 2, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR PREPARATION OF THE HOUSING ELEMENT UPDATE FOR THE CITY OF COMMERCE

RECOMMENDATION:

Authorize staff to proceed with the issuance of the Request for Proposal (RFP) for consulting services for preparation of the State mandated Housing Element for the City of Commerce.

MOTION:

Approve the recommendation.

BACKGROUND:

State law requires every city and county to adopt a general plan containing at least seven mandatory elements, including housing. The City of Commerce's comprehensive general plan update (including the Housing Element) was adopted in January of 2008. The planning cycle for general plan documents is generally around 20 years with cities updating elements on an as-needed basis. In the case of housing elements however, State law requires they be updated more frequently. The City's last update to its housing element was adopted in 2010. More current cycles for housing elements allow for flexibility as market conditions for housing can change very suddenly while the need for affordable housing in the State remains constant. Previously, State law required updated housing elements every five years; though that was changed to 8 years. This update requirement sometimes places housing elements on a different cycle with the rest of the general plan and its elements.

The City's current general plan includes a housing element that covered a planning cycle that ends in 2014. It is now necessary to solicit professional services from qualified consultants to prepare an updated housing element to cover the current planning cycle of 2014 through 2021. The City is looking for an element that will evaluate the status of current compliance with our previously adopted element as well as one that reflects current state policy and law and identifies current trends to afford a creative and flexible approach in meeting the mandated obligation. The current Regional Housing Needs Assessment (RHNA) cycle developed by the Southern California Association of Governments requires that the City designate sufficient land to allow for the development of 46 housing units for the fifth RHNA cycle. These units must include a specified number of units within each of the affordability categories as follows:

- Above-Moderate Income (>120% median income): 20 units
- Moderate Income (80% to 120% median income): 7 units
- Low-Income (51% to 80% median income): 7 units
- Very -Low Income (<50% median income): 12 units

Insofar as our existing housing element has current information (i.e. housing stock survey data, housing policies and strategies, etc) it is intended that the proposed new housing element will update the current document. The selected consultant will be required to perform all work necessary to prepare a housing element for the 8-year cycle. Some of these tasks include the following:

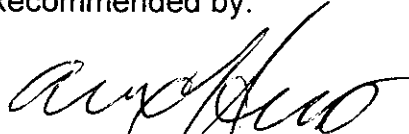
- **Preparation of the Document** – This includes feasibility and survey work, update of goals, objectives and policies, analysis of housing production, review of current trends and state of the art measures to assist the City in meeting its affordable housing requirements.
- **Public Outreach** – Conduct public outreach throughout all phases of preparation of the document.
- **Implementation and Monitoring** – Assist staff in setting up a program to monitor and implement the housing element and measure its progress in achieving stated goals and objectives.
- **California Environmental Quality Act (CEQA)** – Consultant will be responsible for all CEQA analysis, documentation and reports required for the element.
- **Coordination With Other Agencies** – The consultant will coordinate with all appropriate governmental agencies, especially the State's Housing and Community Development Department (HCD).

If authorized, staff can release an RFP in mid-October for consultant evaluation and recommended selection by Council expected to occur early November with completion of the project by October 2013.

FISCAL IMPACT:

It is estimated that the cost for preparation of an updated housing element, including the required CEQA analysis, will be at least \$50,000. If the City Council chooses to move forward with the recommendation, approval of funding would see an allocation from the General City reserves as opposed to low-mod Housing funds that were at the Commissions disposal back in 2008 and 2010. The dissolution of the Redevelopment Agency pushed back the funding burden to the General Fund.

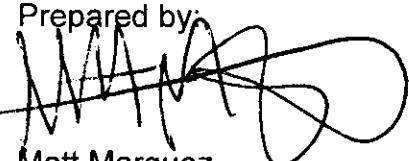
Recommended by:


Alex Hamilton
Assistant Director of Community Development

Respectfully submitted,


Jorge Rifa
City Administrator

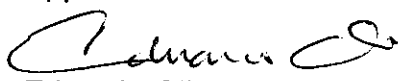
Prepared by:


Matt Marquez
City Planner

Fiscal Impact reviewed by:


Vilko Domic
Director of Finance

Approved as to Form


Eduardo Olivo
City Attorney

CITY OF COMMERCE

**REQUEST FOR PROPOSALS
FOR HOUSING ELEMENT UPDATE**

2535 Commerce Way
Commerce, California 90040

September 26, 2012

REQUEST FOR PROPOSALS FOR HOUSING ELEMENT UPDATE

SUMMARY

The City of Commerce is requesting proposals from qualified consulting firms to prepare an updated Housing Element for the 2014-2021 planning cycle. A draft of said document must be prepared in advance of the October 15, 2013 State deadline. The City is looking for a document that will evaluate the status and current compliance with our previously adopted element as well as a document that reflects current state policy and law while evaluating current trends to afford a creative and flexible approach in meeting the obligations of the plan.

BACKGROUND

Incorporated in 1960, the City of Commerce is a general law city located in the south central portion of Los Angeles County, approximately six miles southeast of downtown Los Angeles. Commerce is bounded by the City of Montebello on the east, unincorporated East Los Angeles on the north, the cities of Vernon, Bell, and Maywood on the west, and the city of Bell Gardens on the south.

Commerce is unique in that it serves as home to approximately 13,000 persons, within while at the same time, every day over 60,000 persons work or patronize over 1,800 businesses located in the City. While industry accounts for more than 70% of the city's total land area, the majority of the City's residential neighborhoods were established well before incorporation. The residential areas found within the City, for the most part, are located in five distinct neighborhoods separated from the industrial areas by commercial districts or major circulation corridors. The challenges that the City has faced in the years following incorporation focused on how industry can coexist near and among the residential neighborhoods, and vice-versa. The Commerce Community Development Commission (serving as the former Redevelopment Agency) used a number of programs and projects aimed at providing a wide variety of housing opportunities while preserving existing housing stock and mitigating the impacts of residential/industrial incompatibilities. Over time, these and similar programs have eliminated many of the land use conflicts in the City.

Increased competition from industries abroad has had a significant impact on domestic industry, in general, and on the industrial base in the City of Commerce and neighboring cities, in particular. The City has met this challenge "head-on" with the construction of new modern business parks. New challenges that may be encountered by Commerce in the opening years of the 21st Century will be perceived as opportunities rather than as obstacles.

The City is unique in a number of respects that present both opportunities and constraints for new housing production. The largely industrial character of the City presents challenges related to both the identification of new sites for development and the maintenance of existing residential neighborhoods.

EXISTING HOUSING ELEMENT STATUS

The last comprehensive update of the City of Commerce Housing Element was completed and certified by HCD in 2010. The document is attached as Exhibit A for reference. Insofar, as the document has fairly current information, it is intended the proposed new Housing Element will update the current document. The current Regional Housing Needs Assessment (RHNA) cycle developed by SCAG requires that the City designate sufficient land to allow for the development of 46 housing units for the fifth RHNA cycle. These units must include a specified number of units within each of the affordability categories as follows:

- Above-Moderate Income (>120% median income): 20 units
- Moderate Income (80% to 120% median income): 7 units
- Low-Income (51% to 80% median income): 7 units
- Very –Low Income (<50% median income): 12 units

TIME FRAME

Allowing time for both HCD's 60-day review period and subsequent revisions to the draft document, the draft housing element will be due for submittal to HCD by February/March 2013 following review by the Planning Commission and City Council and the public at one or more joint meetings/workshops. An administrative draft of the updated Housing Element would be due City staff by January 2013. All public review drafts should be available for review at least one to two weeks prior to the scheduled public hearing or meeting.

DETAILED SCOPE OF WORK

The Housing Element is considered to be the primary policy document, for any given jurisdiction, to guide the development, rehabilitation and preservation of housing for all economic segments of the local population. Accordingly, the City of Commerce Housing Element identifies and analyzes the existing and projected housing needs of the City, including goals, policies, and objectives along with the implementation programs for the preservation, improvement, and development of housing.

Its incumbent upon the consultant to include a detailed scope of work and breakdown of tasks for the Housing Element based upon the requirements in the California Government Code, the current Housing Element of the General Plan, and knowledge of the community. A Housing Element outline is attached as Exhibit B for reference. The Element shall address at minimum all of the following areas:

1. **Preparation of the Document.** State all aspects of work required to prepare the updated Housing Element according to a draft timeline that is accurate, complete, understandable, and meets all requirements of California Government Code Section 65580-65589.8 and any other applicable requirements including but not limited to the following tasks:
 - a. Assist with compiling all housing data associated with City's AB987 requirement for web publication.

- b. Organization & Content (see attached Exhibit B for suggested plan organization).
 - c. Review the current Housing Elements goals, objectives, policies, and programs and recommend revisions as necessary.
 - d. Compare and summarize housing production anticipated and actually achieved in the current housing cycle.
 - e. Update housing, population, and employment projections.
 - f. Provide a detailed Housing Needs Assessment (Population & Employment Trends; Existing Housing & Market Conditions; Regional Housing Needs Allocation; Special Housing Needs; Non-Governmental Constraints; Governmental Constraints; Assisted Units at Risk; Housing Sites & Community Services).
 - g. Recommend new goals, objectives, policies, opportunities and programs to achieve compliance with City concerns and all state law including the dissolution of redevelopment and the taking of unencumbered housing balance.
 - h. Prepare any necessary amendments to existing City Ordinances, maps, plans and regulations if necessary to ensure compliance.
 - i. Develop and Implementation Program with a schedule of actions to achieve the goals and objectives of the Housing Element.
 - j. Recommend objectives by income level for the construction, rehabilitation, and conservation of housing.
 - k. Show how consistency will be achieved between the updated Housing Element, other General Plan elements, and the City's redevelopment plans and goals.
- l. Appendices/Technical Reports
2. **Public Outreach.** Devise a public participation strategy. Organize and conduct a public outreach program consistent with state and federal laws and tailored to the City of Commerce with preference given for bilingual outreach (English/Spanish). Consultant should include a minimum of at least one outreach meeting which should occur early in the update process. Use of Powerpoint for presentations is preferred. City staff will facilitate the use of City facilities for these meetings. Additionally the consultant shall prepare notices and forms for public outreach meetings and record all comments received.
 3. **Implementation measures/monitoring program.** As part of the update, the consultant shall work with staff to develop implementation strategies, and shall identify methods for monitoring or measuring success.

4. **Environmental (CEQA) review.** Consultant will be responsible for all CEQA review required for the proposed Housing Element. Consultant should explain their approach based on their experience. The consultant will be responsible for all procedural steps and staff reports to the Planning Commission and City Council. The consultant will also be responsible for conducting scoping meetings (if necessary), scheduling, noticing, and mailing in coordination with staff.
5. **Coordination with other agencies.** The consultant will be expected to consult and coordinate with and file all necessary documentation with all appropriate governmental agencies at federal, state, regional, and local levels as deemed pertinent to the preparation of the Housing Element and CEQA document. It is important the consultant have a strong working relationship with HCD, as the consultant will be responsible for tasks such as (but not limited to) coordinating document review by HCD, responding to comments from HCD, and maintaining ongoing communication with HCD.

PROPOSAL FORMAT

A qualifying proposal will address the points in the Detailed Scope of Work above along with the requested items listed below:

- A. **Introduction:** Include a brief description of firm, contact person, address, telephone number, fax number and e-mail address.
- B. **Approach and Scope of Work:** Describe your firm's approach to completing the housing element, provide a summary of major tasks, and key-tasks, identify number of proposed meetings, including public outreach meetings and public hearings, and deliverables.
- C. **Work Schedule:** Include a proposed schedule of work or timeline and phased milestones for completion of scope of work based on an estimated start date of November 2012, and the completion date of October 2013. The scope of work should demonstrate how and at what point the Consultant will complete the draft Housing Element, incorporate public outreach meetings, and address CEQA timelines.
- D. **Qualifications and Experience:** Provide an outlined of the firm's background and qualifications to perform requested services. Identify any sub-contractors that will be working on this project. Identify all project personnel and their role in completing this project and summarize the relevant qualifications and experience of each.
- E. **Fee Schedule and Cost Estimate:** Provide a fee schedule for the types of services and personnel expected to be included in this scope of work. List travel costs and any other direct or indirect costs associated with performing the required services. Provide a cost estimate formatted such that labor hours for each individual and other direct costs are readily apparent for each major task.
- F. **References:** Provide at least three references that have knowledge of your firm's recent work on Housing Elements either completed or in progress in this current cycle or on Housing Elements completed in the last cycle. For each of these, please identify the individuals in the firm who worked on or are working on the project and their role or responsibility.

PROPOSAL SUBMITTAL

Please submit one (1) unbound copy, ten (10) bound copies and one (1) electronic version of the proposal no later than 6:00 p.m. on October 22, 2012 to:

**Mr. Matt Marquez,
City Planner
2535 Commerce Way
Commerce, CA 90040
Attn: Community Development Department**

- A. All proposals shall be submitted in an a sealed envelope which is clearly marked "City of Commerce, Request for Proposals, Housing Element Update" along with closing date and time.
- B. Late proposals, faxed proposals, or electronic versions without the required number of hard copies submittal on or before the due date.
- C. All proposals, whether accepted or rejected, shall become property of the CITY.
- D. Cost of preparation of proposal shall be borne by the submitting party.
- E. Proposals shall be signed by an authorized employee in order to receive consideration.
- F. The CITY will not be responsible for proposals delivered to a person/location other than specified herein.
- G. The CITY reserves the right to negotiate fees prior to awarding a contract.
- H. The CITY also reserves the right to reject any or all proposals.

EVALUATION AND SELECTION CRITERIA

In evaluating proposals the CITY will review all proposals received by the submittal deadline using the following criteria to determine the capacity of the consultant to perform the work as set forth herein:

- Experience of firm in preparing and completing a certified Housing Element;
- Technical merits of Proposal in addressing the RFP's Scope of Services and proposed approach to completing the city's Housing Element;
- Relevant experience and qualifications of personnel that will be assigned to the City's Housing Element update;
- Consultant's understanding of local housing issues as indicated in the proposals' scope of work;
- Proposed schedule and ability to meet City and HCD deadlines;
- Knowledge of applicable local, state, and federal laws;
- Approach to public outreach;
- Not to exceed project costs;
- Ability of consultant to enter into a Professional Services Agreement (PSA) and comply with City insurance requirements (a sample PSA and Insurance Certificate is attached as Exhibit C).

DRAFT HOUSING ELEMENT

CITY OF COMMERCE

--Insert City Logo--

June 2009

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") entered into this 20th day of July, 2012, ("Effective Date") is by and between _____ ("CONSULTANT") located at _____ and the City of Commerce, a Municipal Corporation ("CITY") located at 2535 Commerce Way, Commerce CA 90040;

WITNESSETH

This Agreement is made and entered into with respect to the following facts:

WHEREAS, the City has determined that it requires the services of a professional that can provide assist the City in preparing _____;

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

1. Scope of Services and Schedule of Performance

CONSULTANT shall provide City with such professional services as are set forth in Exhibit A, "Scope of Services," which is attached hereto and incorporated herein by this reference. NOTE: the Appendices that are prepared in response to the RFP and/or the Proposal by the successful bidder will be used as the Scope of Services attachment.

2. Warranty

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.

3. Term of Agreement

The term of this Agreement shall be for ____ days or until _____. The City shall have the option to extend the Agreement at its discretion. If the City desires to exercise such option(s), the City shall advise CONSULTANT at least thirty (30) days prior to the expiration of the initial term.

4. Compensation and Payment

4.1. So long as CONSULTANT is discharging CONSULTANT's obligations in conformance with the terms of this Agreement, CONSULTANT shall be paid such compensation rates as are set forth in CONSULTANT's Proposal Dated _____ attached hereto as Exhibit A and incorporated herein by this reference. CONSULTANT will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits offered by City.

4.2. Such fees shall be payable following receipt of an itemized invoice for services rendered submitted to City in a timely manner. CONSULTANT shall send and address its bill for fees, expenses, and costs to City to the attention of the City Administrator upon completion of services invoiced to City on a monthly basis.

4.3. Payment by the City to CONSULTANT shall be within 30-days of receipt of approved invoices. Payments will be based on approved invoices which include all required reports and detailed back-up information on all expenses. 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.

5. 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 for audit or examination. 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 four (4) 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.

6. Right of Termination

6.1. City may in its sole discretion terminate this Agreement by providing CONSULTANT with a thirty (30) day written notice.

6.2. CONSULTANT may terminate this Agreement by giving the City a 60-day advance written notice if such termination is necessary.

6.3. With the 60-day written notice of termination, CONSULTANT shall give City a written explanation of the reason that the CONSULTANT believes termination is necessary, and cooperate with the City in an effort to resolve the issue.

6.4. Termination by either party hereunder, shall not relieve CONSULTANT from providing services required to be performed up to the effective date of such termination, nor relieve City of its duty to pay the approved costs, prorated as necessary, to the effective date of such termination, or any other reimbursements, fees or expenses to be paid to CONSULTANT by the terms of this Agreement.

7. Independent CONSULTANT

CONSULTANT is and shall perform its services under this Agreement as a wholly independent CONSULTANT. CONSULTANT shall not act nor be deemed an agent, employee, officer or legal representative of City. Except as otherwise expressly set forth herein, 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.

8. CONSULTANT to Provide Required Personnel; Subcontracting

CONSULTANT shall provide and direct the necessary qualified personnel to perform the services required of and from it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the services are rendered, and to the reasonable satisfaction of City. CONSULTANT may not have a subconsultant perform any services required under this Agreement unless the subconsultant is first

approved and authorized to perform such work by the City.

9. Responsible Principal and Project Manager

CONSULTANT shall be required to identify a Project Manager for CONSULTANT who shall be responsible for complying with CONSULTANT's obligations under this Agreement and 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.

10. City Liaison

CONSULTANT shall direct all communications to the Director of Community Development of City or his 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 of City or their designees.

11. 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 required under this Agreement by all applicable regulating governmental agencies and are in good standing with such applicable regulating governmental agencies.

12. Compliance with Laws

CONSULTANT shall, and shall ensure that its employees and sub-CONSULTANTS comply with all applicable City, county, state, and federal laws and regulations (including occupational safety laws and regulations) in performing the services required under this Agreement, and shall comply with any directions of governmental agencies and City relating to safety, security, and the like as they pertain to the performance of this Agreement.

13. Insurance

CONSULTANT shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance"). CONSULTANT shall also require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement.

14. Indemnification

14.1 CONSULTANT shall indemnify and hold City and its respective officials, officers, agents and employees harmless from and against any and all liabilities, including but not limited to losses, damages, demands, claims, actions, fees, costs, and expenses City's 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, its subconsultants or its agents in the performance of CONSULTANT's obligations under this Agreement. CONSULTANT shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused 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.

14.2. City shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement as a result of CONSULTANT's failure to pay City promptly any indemnification arising under this Section and related to

CONSULTANT failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.3. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 16 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. CONSULTANT shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused from an act of negligence or willful misconduct by City or its respective officials, officers, employees or agents. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.4. City does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15. 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.

16. 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 under this Agreement (collectively, the "products") shall become the sole property of City except as prohibited by law, 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 except as prohibited by law. 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.

17. 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.

18. 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, commission or percentage from the award or making of 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, commission, percentage, brokerage fee, gift or contingent fee.

19. 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, if applicable, respecting this Agreement and that no services shall be performed by either an employee, agent, or a subconsultant of CONSULTANT, who has a conflict relating to City or the performance of services on behalf of City.

20. 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 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.

21. Waiver of Breach

No waiver of any term, condition or covenant of this Agreement by City shall occur unless signed by the City Administrator 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. No Discrimination

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

marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23. Captions

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

24. Waiver

The waiver by City or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or CONSULTANT unless in writing.

25. Cumulative Remedies

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

26. Assignment

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by CONSULTANT. 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.

27. 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.

28. 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: Assistant Director of Community Development

For CONSULTANT:

Notice shall be deemed received three (3) 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 affected.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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

CONSULTANT NAME

By: _____
Lilia R. Leon, Mayor

By: _____
CONSULTANT, President

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

APPROVED AS TO FORM:

Eduardo Olivo
City Attorney

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 City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to City. Such insurance shall not be in derogation of CONSULTANT's obligations to provide indemnity under Section 18 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 or any subconsultant.

4. Additional Insureds

The City of Commerce, their officers, agents and employees must be included as additional insured 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 required in paragraph 1 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 a certified letter.

_____ (or CONSULTANT) will provide 30 days written notice to the City Administrator of the City of Commerce by certified mail of any cancellation or reduction in coverage of the insurance required in paragraphs 2 and 3.

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.



AGENDA REPORT

DATE: October 2, 2012

TO: HONORABLE CITY COUNCIL
FROM: CITY ADMINISTRATOR
SUBJECT: STATUS REPORT ON I-710 FREEWAY IMPROVEMENT PROJECT

RECOMMENDATION:

Receive and file a report from staff on the I-710 Freeway Improvement Project.

MOTION:

Approve the recommendation and provide the appropriate direction.

BACKGROUND/ANALYSIS:

The California Department of Transportation (Caltrans) along with other agencies including the Metropolitan Transportation Authority (MTA/Metro), Southern California Association of Governments (SCAG), Gateway Cities Council of Governments (COG), as well as the Ports of Long Beach and Los Angeles and their technical advisory team are currently engaged in the preparation of an Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for the proposed I-710 Freeway Improvement Project. The DEIR/DEIS (DEIR/DEIS) was released for public review and comment on June 27th, 2012 with the review period extended by an additional 30 days with revised comment period set for September 28, 2012.

At its meeting of August 21, 2012 the City Council selected a subcommittee consisting of the Mayor and Mayor Pro Tem to work with staff and the consulting team to finalize the comment letter in time for the September 28th submittal deadline. Staff along with the consulting team of PCR Services Corporation, have met with the Council subcommittee as well as the I-710 Local Advisory Committee (LAC) to obtain feedback and input into the issues of importance to the community.

The final comment letter will be submitted to Caltrans via email and hard copy by close of business on September 28th. The letter reflects the collective input of the various stakeholders in the community. More importantly, the letter was drafted in a way to ensure that Commerce has an ongoing voice in the process as the Final Environmental Impact Report/Environmental Impact Statement (FEIR/FEIS) is prepared. It is anticipated the FEIR/FEIS will be completed in early 2013.

FISCAL IMPACT:

The City received a Metro grant in the amount of \$75,000 to pay for consulting services provided by PCR Services to review the DEIR/DEIS and assist in the preparation of the comment letter.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council strategic goal to "*Protect and Enhance Quality of Life in the City of Commerce*". The recommendations contained in this report are intended to insure that Commerce residents are afforded the most efficient and effective opportunity to engage in meaningful public participation on matters concerning their quality of life.

Respectfully submitted,



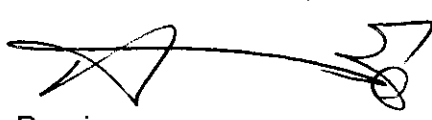
Jorge Rifa
City Administrator

Recommended and prepared by:



Alex Hamilton
Assistant Director of Community Development

Fiscal Impact Reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney/Commission Counsel



CITY OF COMMERCE

Lilia R. Leon
Mayor

Tina Baca Del Rio
Mayor Pro Tem

Joe Aguilar
Councilmember

Ivan Altamirano
Councilmember

Denise M. Robles
Councilmember

September 27, 2012

Mr. Ronald Kosinski
CALTRANS DISTRICT 7
Division of Environmental Planning
100 South Main Street, MS 164
Los Angeles, CA 90012

**Re: CITY OF COMMERCE COMMENTS ON THE I-710 CORRIDOR PROJECT
DRAFT EIR/EIS**

Dear Mr. Kosinski:

On behalf of the City Council, the City of Commerce (City) appreciates this opportunity to review the I-710 Corridor Project Environmental Impact Report and Environmental Impact Statement (EIR/EIS), and would like to thank Caltrans for the extension of the comment period through September to allow thorough review of this important document. This letter represents the official comments of the City of Commerce on the Draft EIR/EIS, and as such, it is focused on the potential project impacts that most directly affect the resources of the City.

The City of Commerce applauds Caltrans and its partner agencies in their attempt to find a solution to the gridlock and negative impacts on traffic safety, air quality, noise, and human health that currently exist in the vicinity of the I-710 corridor – impacts which are expected to intensify with the projected increases in truck traffic over the next few decades. Goods movement through the Ports of Los Angeles and Long Beach, via the interstate highway system and rail lines, is a critical economic engine for Southern California. It is clear from the Draft EIR/EIS that the proposed I-710 Corridor Project will result in real and permanent benefits to the region, such as increased safety and level of service on the I-710 and decreased regional diesel emissions.

However, the City continues to be concerned about the substantial costs that will be borne by our local citizenry: the displacement of families, neighborhoods, and businesses; decrease in tax revenue; disruption of local traffic patterns; and increase in exposure to unhealthful levels of air pollutants and noise, to name just a few. These impacts will clearly not be in proportion to the potential project benefits for the City of Commerce.

The City of Commerce is unique among the 17 cities and unincorporated communities along the I-710 corridor, because it represents the terminus of the freight corridor proposed under Alternatives 6A, 6B, and 6C; is home to the Union Pacific and Burlington Northern Santa Fe rail yards, which collectively constitute the fourth largest rail yard in the nation, and therefore serve as a major “inland port”; and is the location of major freeway and arterial interchange improvements that will affect our City in a number of significant ways. For example, because the I-710 Corridor Project proposes major reconfiguration of a number of arterial interchanges, the citizens of

Commerce would experience some of the most intensive construction activity to be undertaken for this project, and for the longest period of time, including the need for construction activities to routinely occur during the nighttime hours. Following project buildout, according to the Draft EIR/EIS, the City of Commerce will be obligated to bear up to 36 percent of total corridor-wide relocations (166 properties); up to 38 percent of corridor-wide job displacement (510 jobs); up to 26 percent of corridor-wide property tax losses (\$736,000); and up to 42 percent of corridor-wide sales tax losses. There are several hundred existing residential properties in Commerce that lie within 300 feet of the proposed freeway alignment and ramp improvements, and these residents will experience short-term (construction-related) and long-term (operations-related) negative health impacts as the result of project-related increases in air emissions in excess of acceptable thresholds.

Members of our Local Advisory Committee, in conjunction with the local non-profit East Yards Communities for Environmental Justice (East Yards), have developed "Community Alternative 7" for consideration by Caltrans. East Yards plans to submit a separate comment letter containing a detailed discussion of this alternative. It is the City's understanding that Community Alternative 7 attempts to balance the predominantly regional project benefits with benefits for the largely poor and minority residential neighborhoods that will be adversely affected, and give voice to those constituents who might not otherwise be heard in the environmental review process.

The City wholeheartedly supports our community's participation in ongoing dialogue with Caltrans, and encourages Caltrans to accept this alternative and other comment letters from Commerce's residents and business community in good faith and accord them full consideration. We believe those most affected by this project should play an integral role in the project process, and we are committed to the ultimate selection by Caltrans of a design alternative that balances the project's broad objectives with an acceptable, and even improved, quality of life for the communities that line the freeway corridor.

Our comment letter therefore incorporates the most critical concerns and questions about the proposed I-710 Corridor Project that have been communicated to the City Council by the residents, businesses, and industries for whom Commerce is home, and reiterates some of the concerns the City has expressed in previous letters to Caltrans and Metro at project milestones during Draft EIR/EIS preparation.

The City has also undertaken a comprehensive technical review of the Draft EIR/EIS, with the assistance of environmental consulting firm PCR Services, professional traffic engineers, socioeconomic consultants HR&A Advisors, and geotechnical consultants Ninyo & Moore, to identify localized impacts on City resources, since the Draft EIR/EIS necessarily evaluates impacts on a large number of affected jurisdictions and across a wide range of environmental topics, and the broad scope of the project and environmental documentation does not always permit the detailed degree of analysis necessary to identify impacts on specific neighborhoods or other resources at the local level. Our letter includes comments based on this review, categorized as follows:

- 1. Proposed Alternatives and Design Options.** This section briefly summarizes proposed Alternatives 5A and 6A/B/C, and Design Options 1, 2, and 3, and provides our comments on each.
- 2. Additional Technical Studies or Opportunities for Technical Study Review.** This section identifies technical studies, plans, or programs that the Draft EIR/EIS states

are planned or under preparation and that Commerce requests the opportunity to review and comment on. This section also identifies additional technical studies the City considers necessary to evaluate localized impacts in detail.

- 3. Draft EIR/EIS Review Comments.** This section provides a detailed summary of the City's review comments on the Draft EIR/EIS, organized by environmental topic and focused on potential impacts to the City. This section identifies numerous instances where requests for enhancements of mitigation measures proposed in the Draft EIR/EIS or new mitigation measures not yet identified are appropriate, given the significant localized impacts predicted to occur.
- 4. Community Benefits Agreement.** Based on the extent of potential impacts from the proposed I-710 Corridor Project on the quality of life and livelihoods of residents, workers, and business owners within Commerce, the City requests that Caltrans enter into a Community Benefits Agreement with the City as a means to avoid, minimize, monitor, and offset the substantial negative local financial and physical impacts.

1. COMMENTS ON PROPOSED ALTERNATIVES AND DESIGN OPTIONS

Having reviewed the I-710 Corridor Project Draft EIR/EIS in its entirety, Commerce has not identified a single Alternative or Design Option as superior. Below are the City's specific comments concerning the Alternatives and Design Options.

Alternatives Summary

Alternative 5A. This alternative proposes 10 general-purpose freeway lanes. The present left-side N/B I-710 connector to N/B I-5, north of Commerce, would be replaced with a new right-side connector that begins just north of (but is not accessible from) Washington Boulevard in the City of Commerce.

Alternative 6A. This Alternative proposes 10 general-purpose freeway lanes plus a four-lane dedicated freight corridor between the port complex and the rail yards in Commerce, for the exclusive use of heavy-duty trucks (assumed to be conventional diesel- or fossil-fueled trucks). The freight corridor would be both at-grade and elevated within the City of Commerce. The present left-side N/B I-710 connector to N/B I-5, north of Commerce, would be replaced with a new right-side connector that begins just north of (but is not accessible from) Washington Boulevard in the City of Commerce.

Alternative 6B. This Alternative proposes 10 general-purpose freeway lanes plus a four-lane dedicated freight corridor for the exclusive use of zero-emission trucks between the port complex and the rail yards in Commerce. The freight corridor would be both at-grade and elevated within the City of Commerce. As under Alternative 6A, the present left-side N/B I-710 connector to N/B I-5, north of Commerce, would be replaced with a new right-side connector that begins just north of (but is not accessible from) Washington Boulevard in the City of Commerce.

Alternative 6C. This Alternative proposes 10 general-purpose freeway lanes plus a four-lane dedicated toll-only freight corridor for the exclusive use of zero-emission trucks between the port complex and the rail yards in Commerce, for the exclusive use of heavy-duty trucks. The

freight corridor would be both at-grade and elevated within the City of Commerce. As under Alternative 6A/B, the present left-side N/B I-710 connector to N/B I-5, north of Commerce, would be replaced with a new right-side connector that begins just north of (but is not accessible from) Washington Boulevard in the City of Commerce.

City Comments on Alternatives

Prioritizing the Relocation of Displaced Businesses within the City of Commerce. The Community Impact Assessment Technical Study provided in the Draft EIR/EIS states that Caltrans will “prioritize efforts” to relocate businesses within the same City, but no description is provided describing how Caltrans intends to ensure this. Without a detailed plan, this measure is not sufficient to mitigate the displacement-related employment impacts. The City requests that Caltrans provide a detailed plan to show specifically how it will prioritize efforts to relocate business within the City of Commerce.

Dedicated Zero Emissions Freight Corridor and Zero Emissions Extension Option. The City strongly supports the proposed dedicated Zero Emissions Freight Corridor, and requests that this be made a mandatory feature of the project. We also support the Zero Emissions Extension (ZEE) design option, which would extend this technology and the associated infrastructure beyond the freeway mainline onto the truck ramps within the City of Commerce, as close as possible to the railyards. The Health Risk Assessment Technical Study prepared for the project demonstrates that the ZEE design option would result in substantially reduced impacts in the City of Commerce. Compared to Alternative 1 (2035 No Build), the ZEE design option would reduce emissions of criteria pollutants, including diesel particulate matter (DPM). The ZEE option would only occur under Alternatives 6B and 6C. Without the ZEE option, Alternatives 6B and 6C would expose residents and businesses in the City of Commerce to the highest cancer risk increases of any of the proposed Alternatives, compared to Alternative 1. Sensitive receptor areas such as the ABC/Ayers, Northwest, Bristow, and Bandini neighborhoods would experience significant cancer risk increases of between 10 and 100 in one million (see Figures 23 and 24 in Appendix R of the Draft EIR/EIS). Under Alternative 6B with the ZEE design option, impacts on sensitive residential areas would be eliminated, with the exception of the ABC/Ayers neighborhood, which would still experience a significant increase in cancer risk of about 10+ in one million under Alternative 6B (with the ZEE option). Under Alternative 6C with the ZEE design option, significant cancer risk increases would be eliminated at sensitive residential areas in the City of Commerce.

Slauson Boulevard Interchange. Under all of the Alternatives, a new interchange is proposed at Slauson Boulevard, just south of the Commerce city boundary in the cities of Maywood and Bell, that would provide access to/from I-710 where none currently exists. This would improve access between these cities and the I-710 corridor. Based on the preliminary data in the Draft EIR/EIS, Commerce supports the construction of this interchange, but only in addition to retention or improvement of the critical Washington Boulevard interchange within the City of Commerce, which is essential for Commerce businesses, industry, and residents. In addition, the City is concerned about the property takes that would result from the extensive improvements proposed for this interchange. We request that Caltrans reduce or minimize the proposed take of commercial, industrial, and public property associated with this improvement.

Community Alternative 7 (Authored by the Commerce Local Advisory Committee and East Yards Communities for Environmental Justice). As noted in the introduction to this

comment letter, the City of Commerce's Local Advisory Committee in conjunction with East Yards plans to submit a comment letter recommending an additional project alternative, Community Alternative 7, for consideration by Caltrans. While the City has not reviewed this alternative in detail, it is our preliminary understanding that it recommends minimizing impacts on public transit, improvements to the Los Angeles River, the use of zero- or low-emission construction equipment, a local hire preference, outreach to local businesses that will be affected by construction, and other strategies to avoid, minimize, or reduce impacts. The City supports these features of the Community Alternative 7 and encourages Caltrans to consider them during development of the final design alternative.

Summary of Design Options and City Comments

Design Option 1.

This option would introduce a new mixed flow (i.e., truck and general traffic) on-ramp to the S/B I-710 at Washington Boulevard, in order to provide direct access to the I-710 possible from the UP and BNSF railyards. This ramp would loop through, and therefore require the acquisition and relocation of, the entire ABC/Ayers residential neighborhood. Two other new mixed flow ramps would be constructed at Washington Boulevard: a S/B off-ramp and a N/B on-ramp.

The new N/B on-ramp would not allow a transition to the N/B I-5 freeway; cars and trucks would instead be redirected south to the reconfigured Atlantic/Bandini Boulevard on-ramps to do so. The Atlantic/Bandini interchange with the freeway, just south of the Commerce city boundary with Vernon, would be completely reconfigured to accommodate relocation of the mainline freeway ramps east of their present location, and to allow for the terminus of one of the N/B freight corridor lanes and the beginning of one of the S/B freight corridor lanes at Bandini Boulevard.

The existing N/B off-ramp at Washington Boulevard would be removed under this Design Option, and general traffic wishing to access Washington Boulevard would be required to exit the I-710 at the reconfigured Atlantic/Bandini interchange, or at the Slauson interchange.

Elimination of the N/B Washington Boulevard off-ramp. The City is concerned that elimination of this existing off-ramp, and requiring mixed traffic to exit the I-710 freeway south of the City, at the Atlantic/Bandini off-ramp within the City of Vernon, will add to congestion on Commerce city streets and cost Commerce employees, businesses and industries, and residents valuable time. We request that Caltrans evaluate the possibility of constructing a new N/B off-ramp at Washington Boulevard.

Impacts on the ABC/Ayers residential neighborhood. Under this Design Option, construction of the S/B Washington Boulevard on-ramp would require the acquisition and relocation of all of the residential parcels (approximately) in the ABC/Ayers neighborhood. This residential neighborhood encompasses Ayers Avenue, Bedessen Avenue, Connor Avenue, and Leonis Street.

Impacts on the Northwest residential neighborhood. Under all of the build alternatives, widening and realignment of the mainline freeway corridor would require the acquisition and relocation of residential parcels in the City's Northwest neighborhood, along Sydney Drive, Triggs Street, Dunham Street, and Eastern Avenue, southwest of the I-710/I-5 interchange.

The Draft EIR/EIS states, on page 3.3-19 of Section 3.3, Community Impacts:

"Impacts to community cohesion generally depend on whether a project is likely to create a barrier or disrupt connectivity of a community."

The Draft EIR/EIS subsequently defines social cohesion on page 3.3-24:

"Social cohesion, including increases in social support or strengthening of social networks, is associated with decreased stress; increased assistance in emergencies; increased access to jobs, income, and job benefits; and increased access to other essential resources. Communities that become isolated or segregated lose political power, which is associated with increased exposure to crime and violence, causing both injury and stress and additional impacts to mental health (P. Simon et al. 2009).

"...If displaced residents are required to relocate outside of their neighborhood, supportive family and community relationships can be lost both for those leaving, as well as for those remaining behind. Neighbors, friends, and family provide material as well as emotional support. Support, either perceived or provided, can buffer stressful situations, prevent damaging feelings of isolation, and contribute to a sense of self-esteem and value. (Guzman and Bhatia, 2005).

"Residents have disclosed symptoms of stress, loss, grief, and poorer mental health following housing displacement and relocation. Certain groups, including children, the elderly, the intellectually disabled, and marginalized groups, can be particularly vulnerable to the health effects of housing displacement. (Regional Public Health, 2011). Within the I-710 Corridor, long-term residents who are elderly may require specialized relocation assistance."

The Draft EIR/EIR goes on to state, on page 3.3-25:

"As discussed in more detail in Section 3.3.2.3, within the cities of Commerce, Bell Gardens, and Compton, current market conditions indicate a lack of comparable replacement housing. While adequate comparable replacement housing appears to exist presently in neighboring cities, new replacement dwellings under Last Resort Housing may be considered for these cities as a method of providing comparable replacement housing to displaced persons who reside in areas where the replacement housing is low. Last Resort Housing is being considered in response to the affected cities' request to keep housing within their cities rather than having the replacement housing be in neighboring cities."

However, on page 3.3-26, the Draft EIR/EIS states that the proposed build alternatives would not result in adverse impacts on community cohesion in the City of Commerce, including, specifically, on the Ayers/ABC neighborhood and the Northwest neighborhood:

"Based on the limited extent of access changes in the Study Area, the proximity of these changes to residential and nonresidential properties, the availability of comparable properties for relocation and consideration of Last Resort Housing, and the comprehensive Relocation Assistance Program provided by Caltrans for those

being relocated, the build alternatives would not result in isolation and/or segregation of residents without resources to relocate within their existing communities. Therefore, the build alternatives would not result in adverse effects to public health related to social cohesion.”

Page 5.6-9 of the Community Impacts Assessment Technical Study also notes the following:

“In addition, the City of Commerce, in conjunction with a private developer, plans to develop a vacant parcel located on the northeast corner of Eastern Ave. and Triggs St., and improve it with 19 detached single-family residences (DRIR 2011). The proposed project is presently in conceptual stages, but it is anticipated that the project will be completed within five years. If approved, this project could assist in providing replacement housing for residential displacements in the City of Commerce under the I-710 Corridor Project build alternatives.”

The City of Commerce understands that residential relocations in the Ayers/ABC neighborhood and the Northwest neighborhood may be necessary (and it should be noted that the Northwest neighborhood is not even addressed in the discussion of community cohesion within Section 3.3, Community Impacts, of the Draft EIR/EIS). The Draft EIR/EIS, in Section 3.3. Community Impacts, and in the Community Impact Assessment Technical Report, states that up to 110 residential displacements (i.e., units) could be necessary. This would equate to approximately 415 residents, assuming the average Commerce household size of 3.77 occupants as stated in the Draft EIR/EIS. However, this may be an understatement of the true number of potential displacements, as average household size may not be an adequate metric for accurately gauging the number of residents affected. Based on recent surveys it has conducted, the City believes that approximately 165 residential units would be displaced in the ABC/Ayers and Northwest neighborhoods, which would equate to as many as 622 residents.

Therefore, the City profoundly disagrees with the Draft EIR/EIS finding that the build alternatives would not have significant impacts with respect to social cohesion in these residential neighborhoods, as the result of relocation. The Design Options that would require relocation of the residents of these two neighborhoods would remove people, families, and extended families from homes they have occupied for decades, in some cases their entire lives; would affect a large number of elderly residents, most of whom are dependent to some degree on their neighbors for social interaction, security, and assistance with daily needs; would disproportionately affect low-income families; and would affect families with young children. The City is acutely aware, and the Draft EIR/EIS acknowledges, that adequate replacement housing does not currently exist within Commerce City limits. Relocation and dispersal to other communities of the residents of the stable and highly cohesive ABC/Ayers and Northwest neighborhoods would indisputably separate and isolate residents from one another; move them away from the essential services they are dependent on; deprive them of representation by their elected officials in the City of Commerce; could remove them from access to employment or employment opportunities; could move them away from parishes and other religious networks they are part of; and deprive them of access to a range of community services and assistance, from school to afterschool and summer enrichment programs to civic programs to transportation opportunities (including medical transportation) to opportunities for public service to their community and City. **The fact that the Draft EIR/EIS does not acknowledge this as a significant impact starkly conflicts with the very threshold criteria against which these impacts are evaluated, minimizes the human toll of relocation, and**

prevents the appropriate mitigation of these impacts on the affected residents. The possibility of redevelopment of the vacant parcel at the corner of Eastern Avenue and Triggs Street is speculative and should not be relied on, even in part, for a determination of a less than significant impact on community cohesion. Moreover, the possible presence of comparable housing in neighboring communities is in no way an acceptable substitute for the lives, social and civic networks, and community cohesion that residents of these two neighborhoods have built, and moreover does not reduce the magnitude of the impacts of relocation on these residents.

The City therefore insists that Caltrans re-evaluate Community Impacts on the ABC/Ayers and Northwest neighborhood residents in the Final EIR/EIS. We request that the Final EIR provide and document a more detailed and accurate accounting of the precise number of potential residential displacements, given the wide discrepancy between the maximum number of affected units stated in the Draft EIR (110) and the number of units surveyed by the City (165). We also respectfully request, in the strongest terms possible, that Caltrans work closely with the City of Commerce to develop Last Resort Housing for these residents within the City of Commerce and commit to the relocation of all displaced residents within the City of Commerce.

In view of the lack of comparable existing housing within the City of Commerce, the likely inadequacy of Caltrans's standard relocation stipends for potentially displaced residents, and the likely lack of sufficient financial resources on the part of those residents to afford replacement housing at current market prices, we further request that Caltrans address the following, at a minimum, for any resident relocation:

- The provision of, or the provision of funding to construct, one-for-one replacement housing for every dwelling unit to be removed as the result of the project, including single-family homes, townhomes, duplexes, condominium, and rental apartments.
- Creative solutions to the siting and design of comparable replacement housing within the City of Commerce, in a manner that improves the quality of life for displaced residents
- The provision by Caltrans, as soon as is feasible, of a clear timeline for proposed property acquisition and resident relocation, to minimize uncertainty for affected residents and allow for advance planning
- The provision of funds for moving expenses, and assistance with other moving-related circumstances (e.g., address changes, notification of employers for time off if needed, etc.)
- Reimbursement to residents of documented home improvement expenses incurred within the five years prior to Caltrans acquisition of properties
- Special assistance for elderly and/or disabled residents, including but not limited to counseling
- Funding assistance for first-time home buyers
- Subsidies/waivers for increased property taxes associated with new residences

- Subsidies for increased living expenses associated with new residences
- Consideration for other marginalized populations that may be affected by relocation

Removal of access from Washington Boulevard to I-5 N/B. The City would like to express support for the retention of the mixed-flow (truck and passenger vehicle) on-ramps to the N/B and S/B I-710 freeway at Washington Boulevard. However, the new Washington Boulevard on-ramp to the N/B I-710 proposed under this option would no longer allow a direct connection to I-5 N/B, since vehicles entering the N/B I-710 via the new Washington Boulevard on-ramp would merge with the mainline I-710 freeway at a point north of the I-710 N/B transition to I-5 N/B. This means local truck traffic and private vehicular traffic (originating in the City of Commerce as well as surrounding cities and communities) would no longer have direct access from Washington Boulevard to I-5 N/B, as they currently do. The City is aware that this is meant to address existing safety issues inherent in the present connector (i.e., the need for vehicles entering the N/B I-710 via Washington Boulevard on-ramps to cross multiple lanes of traffic in order to merge onto the N/B I-5). However, this removes a critical connection to I-5 for Commerce.

Washington Boulevard is a major east-west commercial and industrial corridor within the City, and the concentration of businesses along this corridor and in the northeast part of the City (as well as adjacent Montebello) relies on direct access to area freeways and ease of regional mobility for their existence. Commerce is also home to numerous employees and residents who require access to N/B I-5 to commute to/from other employment centers and residential communities, and Washington Boulevard is the closest major roadway to the City's civic center and its residential neighborhoods, all but two of which are concentrated in the northern part of the City. Lacking a direct connection between Washington Boulevard and I-5 N/B, local truck traffic (from industries in Commerce, Montebello, and Bell) and Commerce employee/residential traffic needing to access I-5 N/B would be required to first travel south along already congested surface streets through Commerce and Bell to access the proposed Slauson I-710 N/B on-ramp, or east across the City to the Garfield Avenue I-5 N/B on-ramp (which has a very tight on-ramp geometry that does not easily accommodate trucks). These "work-arounds" would considerably inconvenience business and industries, residents, and employees in the City, increase delay and expense, and add to surface street congestion. We request that Caltrans address this conflict in the final design option.

Design Option 2.

This option would continue to provide access to the N/B I-710 from Washington Boulevard, as well as access to Washington Boulevard from the S/B I-710, via two reconfigured ramps. Access to the S/B I-710 would require general traffic and freight trucks to share a new on-ramp, to be constructed west of the existing S/B onramp, and general traffic would merge with S/B off-ramp traffic accessing the Atlantic/Bandini interchange before joining the mainline I-710 freeway lanes.

Also as under Option 1, the existing N/B off-ramp at Washington Boulevard would be removed under this Design Option, and general traffic wishing to access Washington Boulevard would be required to exit the I-710 at the reconfigured Atlantic/Bandini interchange, or at the Slauson interchange.

Also as under Design Option 1, the new N/B on-ramp would not allow a transition to the N/B I-5 freeway; cars and trucks would instead be redirected south to the reconfigured Atlantic/Bandini

Boulevard on-ramps to do so. The Atlantic/Bandini interchange with the freeway, just south of the Commerce City boundary with Vernon, would be completely reconfigured.

Elevation of Washington Boulevard to accommodate proposed on-ramp. The City is concerned about the elevation of Washington Boulevard, beginning at Bewley Avenue, as it approaches the I-710. The City requests that the Final EIR contain more detailed drawings and elevations to more clearly illustrate the proposed design of this project component, as it will adversely affect, and result in some property take from, commercial businesses and industrial uses.

Removal of access from Washington Boulevard to I-5 N/B. The City of Commerce is in favor of the retention of the mixed-flow (truck and passenger vehicle) on-ramps to the N/B and S/B I-710 freeway at Washington Boulevard. However, the new Washington Boulevard on-ramp to the N/B I-710 proposed under this option would no longer allow a direct connection to I-5 N/B, since vehicles entering the N/B I-710 via the new Washington Boulevard on-ramp would merge with the mainline I-710 freeway at a point north of the I-710 N/B transition to I-5 N/B. This means local truck traffic and private vehicular traffic (originating in the City of Commerce as well as surrounding cities and communities) would no longer have direct access from Washington Boulevard to I-5 N/B, as they currently do. The City is aware that this is meant to address existing safety issues inherent in the present connector (i.e., the need for vehicles entering the N/B I-710 via Washington Boulevard on-ramps to cross multiple lanes of traffic in order to merge onto the N/B I-5). However, this removes a critical connection to I-5 for Commerce.

Washington Boulevard is a major east-west commercial and industrial corridor within the City, and the concentration of businesses along this corridor and in the northeast part of the City (as well as adjacent Montebello) relies on direct access to area freeways and ease of regional mobility for their existence. Commerce is also home to numerous employees and residents who require access to N/B I-5 to commute to/from other employment centers and residential communities, and Washington Boulevard is the closest major roadway to the City's civic center and its residential neighborhoods, all but two of which are concentrated in the northern part of the City. Lacking a direct connection between Washington Boulevard and I-5 N/B, local truck traffic (from industries in Commerce, Montebello, and Bell) and Commerce employee/residential traffic needing to access I-5 N/B would be required to first travel south along already congested surface streets through Commerce and Bell to access the proposed Slauson I-710 N/B on-ramp, or east across the City to the Garfield Avenue I-5 N/B on-ramp (which has a very tight on-ramp geometry that does not easily accommodate trucks). These "work-arounds" would considerably inconvenience business and industries, residents, and employees in the City, increase delay and expense, and add to surface street congestion. We request that Caltrans address this conflict in the final design option.

Design Option 3.

Also known as the base option, this Design Option 3 would construct a mixed flow S/B off-ramp and a mixed flow N/B onramp that would access/be accessed from Sheila Street (at Oak Street and Indiana Street). S/B on-ramp traffic and N/B off-ramp traffic that previously used Washington Boulevard would be redirected to the south and required to use the reconfigured Atlantic/Bandini interchange to access Washington Boulevard.

Upgrades to and use of Sheila Street. The City supports the use and/or improvement of Sheila Street for truck access to and from the UP and BNSF rail yards, since it reduces truck traffic

and associated congestion and conflicts with general traffic on Washington Boulevard, and provides more direct access to the rail yards. Accordingly the City requests that Caltrans incorporate upgrades and/or use of Sheila Street for truck traffic access to/from the rail yards into the alternative selected into the Final EIR.

Zero-emission Washington Boulevard ramps. Whereas Options 1 and 2 would confine the potentially zero-emission (i.e., electrified) portion of the freight corridor to the freeway mainline and would require trucks to switch to diesel/fossil fuel power upon exiting the freeway to Washington Boulevard and while accelerating up the on-ramps, Option 3 would continue the infrastructure to support zero emissions for the length of the on- and off-ramps to Washington Boulevard. Commerce supports the zero-emission ramps and requests that Caltrans incorporate this into the final design option.

2. ADDITIONAL TECHNICAL STUDIES/OPPORTUNITIES FOR TECHNICAL STUDY REVIEW

Based on the City's specific comments and questions concerning each of the Alternatives and Design Options listed above, the City believes that the following additional technical studies should be completed and provided to the City of Commerce for comment prior to finalizing the EIR/EIS. In addition, opportunities for review of planned or in-preparation technical studies should be provided to the City. We request that Caltrans provide review of each of the following reports, and further request that Caltrans provide a response to this comment that indicates when City input or review may be sought for each report:

Traffic Management Plans. Mitigation Measure CON-3 requires preparation of Traffic Management Plans (TMPs) to reduce impacts on fire, law enforcement, and emergency service response times. The City requests that it be identified in the Mitigation Monitoring and Reporting Program (MMRP) as a reviewing agency for the TMP(s) for project construction that will take place in or affect the City of Commerce.

Specific Utility Relocation Plans. Mitigation Measures CON-4 and U&ES-2 require preparation of Specific Utility Relocation Plans to minimize impacts on traffic, emergency services, and disruptions to utility service. The City requests that it be identified in the MMRP as a reviewing agency for Specific Utility Relocation Plans that will take place in or affect the City of Commerce, when they become available.

Southern California Edison Bandini Substation Relocation. Under Alternative 6 A/B/C, Option 2, the Southern California Edison Bandini Substation would require relocation due to the configuration of the freeway and freight corridor ramp connections to Washington Boulevard. Although the Substation is located on the City of Vernon side of the Commerce/Vernon boundary, its relocation could result in traffic impacts or utility disruptions within the City of Commerce. The Draft EIR/EIS recommends that additional engineering and environmental studies be completed should Option 2 be selected. Although the preparation of these documents is not called out as a mitigation measure, applicable regulations such as CEQA would require their preparation. The City should be provided an opportunity to review these documents as they are prepared, and requests that it be identified in the MMRP as a reviewing agency for any mitigation measures addressing the substation's relocation when it becomes available

Comprehensive Utility Relocation Study. The Draft EIR/EIS indicates that the Comprehensive Utility Relocation Study is currently being prepared by Metro. The City of Commerce requests that it be identified in the MMRP as a reviewing agency for the Comprehensive Utility Relocation Study for the North Segments of the I-710 Corridor when it becomes available.

Final Los Angeles River Impact Report. The hydrology and floodplain analysis in the Draft EIR/EIS includes Mitigation Measure FP-1, which requires the preparation of a Final Los Angeles River Impact Report, to demonstrate that the design of the proposed project provides acceptable flood protection. While this type of mitigation is common on large-scale projects where designs are not yet finalized, the City requests that it be identified in the MMRP as a reviewing agency for the Final Los Angeles River Impact Report when it becomes available.

Water Quality and Stormwater Best Management Practices. The Project would increase impervious surface area, runoff volume, and pollutant loads, and require the replacement or extension of existing drainage systems along the I-710 corridor. Given the fact that surface water runoff from I-710 currently discharges to City of Commerce surface streets and storm drains, and will continue to do so under post-project conditions that will increase the number of trucks and passenger vehicles using the freeway and ramps accessing the rail yards, the City requests that it be consulted during the development of design development, treatment, and operational best management practices (BMPs) that address the capture and treatment of runoff, once the preferred Alternative is selected, and that it be identified as a reviewing agency in the MMRP for the BMPs.

Air Quality Localized Construction Analysis. Construction of the Project would result in worst case daily emissions of nitrogen oxides (NOx) that are estimated to be approximately three times the CEQA threshold and particulate matter (PM) emissions approximately one half of the CEQA thresholds for a single segment. Given that a vast amount of improvements are planned at the northern terminus of the corridor, including major reconfiguration of on- and off-ramps, it is likely that the City of Commerce would experience some of the most intensive construction activity for the longest period of time. Therefore, prior to the final selection of an Alternative and design options, Caltrans should provide a focused assessment on localized construction impacts in Commerce. This focused analysis should include a discussion of potential near roadway impacts from construction based on the SCAQMD Localized Significance Threshold (LST) methodology and should identify potential sensitive receptor areas that could experience localized construction air quality impacts in excess of the standards. This assessment should include emissions from proposed rock crushing and cement plants, if plans include potentially locating these in Commerce. If significant impacts are identified, the mitigation measures should be provided. The City requests that Caltrans perform this study before the final design option is selected, and requests that it be identified in the MMRP as a reviewing agency for the localized construction analysis when it becomes available.

3. DRAFT EIR/EIS REVIEW COMMENTS

Based on a thorough review of the Draft EIR/EIS, the appendices and various technical reports, the City has identified numerous instances where the Draft EIR/EIS needs clarification to more fully disclose potential impacts to the City. With respect to a number of potentially significant impacts, the City is recommending that Caltrans perform additional analyses and/or adopt new or more stringent mitigation measures in the Final EIR/EIS. The comments are organized below by environmental topic.

Section 3.1, Land Use

General Plan Policy Compliance Not Evaluated. The only City of Commerce 2020 General Plan Element discussed in detail in the Draft EIR/EIA is the Transportation Element, in contrast to the level of detail afforded the General Plans of other jurisdictions along the I-710 corridor. The City requests that a more complete review of the various applicable General Plan Elements be provided in the Land Use section, given the physical impacts within the City of Commerce associated with the proposed Alternatives and three proposed Design Options, the affected land uses, their zoning and land use designations, adverse impacts to community cohesion from the relocation of residents of the ABC/Ayers neighborhood and Northwest neighborhood, and impacts to noise-sensitive uses. This City requests that that this review include the 2020 General Plan Community Development Element, Housing Element, Health and Safety Element, and Air Quality Element. In particular, the City requests that project compliance with the Environmental Justice policies and goals within each Element be evaluated.

Significant Community Impacts Not Disclosed. The Community Impact Assessment prepared in support of impact analysis in Sections 3.1 (Land Use) and 3.3 (Community Impacts) concludes that the I-710 build alternatives would not result in isolation and/or segregation of residents without resources to relocate within their existing communities, even though there is a lack of replacement housing within the City of Commerce, because adequate comparable replacement housing appears to exist in neighboring cities. The City disagrees and believes the proposed alternatives would result in isolation and/or segregation of residents, because adequate housing does not exist in the City of Commerce. The dispersal of Commerce residents to other cities and communities would therefore have a significant impact on community cohesion. The City requests that the Final EIR/EIS Land Use and Community Impact sections disclose the number of housing units that would be acquired under Alternatives 6A/6B/6C and each of the Design Options, as well as a provide description of adverse impacts to community cohesion, in light of the limited amount of replacement housing available within the City of Commerce.

Community Impacts: Consultation Needed Regarding Last Resort Housing. The residents of the ABC/Ayers neighborhood and those residents to be displaced from the Northwest neighborhood face potential relocation outside their current community, as there is insufficient replacement housing available within the City, but the Draft EIR/EIS does not acknowledge this as a significant impact that requires mitigation. Relocation of residents outside the City of Commerce is unacceptable, and the City requests that it be consulted concerning Last Resort Housing for displaced residents, prior to completion and release of the Final EIR.

Project Compatibility with Surrounding Noise-Sensitive Land Uses Not Evaluated. Project compatibility with, and noise impacts on, parks and recreational facilities is discussed in Section 3.2 of the Draft EIR/EIS, but other incompatible or noise-sensitive uses in the study area (i.e., within ½-mile of the mainline or ramp improvements) are either not identified or construction and permanent impacts are not characterized. Land uses within the potential study area that are noise-sensitive include Bandini Park, Commerce Teen Center on Astor Avenue, Atlantic and Bristow Park Branch Libraries, Bandini Elementary School, the Dorothy Kirby Center confinement facility and several places of worship. Overhead easements and permanent access to those easements will be sought by Caltrans for the use of Bandini Park in the City of Commerce from the overhead elevated freeway structure. Other easements to be sought are not listed; the Final EIR/EIS should disclose whether others are contemplated. The City requests that project impacts on noise-

sensitive uses in the surrounding community be fully evaluated, that mitigation for related significant impacts be considered and that disclosure of easements be fully addressed in the Final EIR/EIS.

Section 3.2, Growth

Potential Growth Impacts Not Evaluated. The project would require the relocation of existing residents, since existing residences would be demolished to accommodate the widened right-of-way. The discussion in Section 3.2 provides little information on the potential growth impacts associated with the relocation of existing residents. If residents are relocated within the City of Commerce, the project is likely to create the need for new housing units in the City because of the limited number of existing residential units. The City requests that Caltrans evaluate potential growth impacts in detail in the Final EIR/EIS.

Section 3.3, Community Impacts

HR&A Advisors undertook analysis of the Community Impacts analysis provided in the Draft EIR/EIS on behalf of the City of Commerce. Comments are provided below.

Draft EIR/EIS consideration of Local Advisory Committee Comments. The Community Impact Assessment provided as a Technical Study in the Draft EIR/EISS reports that, on the basis of comments from the City's I-710 Local Advisory Committee (LAC), the primary issues and concerns about the I-710 Project to the City are as follows:

- Coordination between the I-5 and I-710 improvement projects
- Minimization of impacts to areas that bring in sales tax revenue
- Minimization of impacts to the ABC/Ayers neighborhood and the Northwest neighborhood
- Minimize impacts to road access within the City

However, it is not clear from the record how all of the City's comments on the Notice of Preparation were addressed in the Draft EIR/EIS. The City requests that Caltrans clarify how and where in the Draft EIR/EIS these comments were addressed, and in particular, indicate what, if any, mitigation measures are provided to address these comments.

Missing fiscal and economic impacts calculation methodology. Very limited information is provided in the Draft EIR/EIS about the calculation methods used to derive the fiscal and economic impacts described in the various Economics sections of the Draft EIR/EIS. What little information is provided raises questions about its sufficiency. For example:

- To derive an estimate of the City's potential loss of sales tax revenue from the elimination of sales tax-producing businesses, the Draft EIR/EIS calculates the average local sales tax share per business in the City and applies that figure (\$8,005) to each lost business. This probably is not an accurate analysis for specific businesses

whose taxable sales and sales tax revenue deviate from this average to some unknown degree.

- To derive an estimate of the City's potential loss of property tax revenue from the acquisition and relocation of specific properties associated with each Draft EIR/EIS alternative and related design option, the Draft EIR/EIS appears to have utilized the one percent of the total assessed value of each applicable land parcel, rather than the City's share of the taxable value. This may have resulted in an overstatement of impact to the City.

The City requests that Caltrans clarify the calculation methods used to determine the fiscal and economic impacts in Section 3.3, Community Impacts, of the Draft EIR/EIS, and in the Community Impact Assessment Technical Study prepared as part of this analysis.

Comparative fiscal and economic calculation results. Taking the fiscal and economic figures as they are presented in each of Alternative 6's design options, it is clear from the Draft EIR/EIS that the City is disproportionately adversely affected by the I-710 Project as compared with other cities along the corridor, due to the loss of sales tax revenue, property tax revenue, condemnation of residential and non-residential properties and employee displacement. For example, according to the Community Impact Assessment Technical Study provided in the Draft EIR/EIS, the City of Commerce will bear the following losses:

Sales Tax Loss

- Design Option 1 = \$424,240 (42% of total corridor-wide loss or 4.0% of City's sales tax revenue)
- Design Option 2 = \$384,217 (40% of total corridor-wide loss or 3.6% of City's sales tax revenue)
- Design Option 3 = \$264,149 (32% of total corridor-wide loss or 2.5% of City's sales tax revenue)

Property Tax Loss

- Design Option 1 = \$736,440 (26% of total corridor-wide loss)
- Design Option 2 = \$613,846 (22% of total corridor-wide loss)
- Design Option 3 = \$514,714 (20% of total corridor-wide loss)

Residential and Non-Residential Relocations

- Design Option 1 = 166 (36% of total corridor-wide relocations)
- Design Option 2 = 89 (23% of total corridor-wide relocations)
- Design Option 3 = 66 (18% of total corridor-wide relocations)

Employee Displacement

- Design Option 1= 510 (38% of total corridor-wide relocations or 8.9% of employees currently in the City)
- Design Option 2 = 492 (37% of total corridor-wide relocations or 8.6% of employees currently in the City)
- Design Option 3 = 446 (35% of total corridor-wide relocations or 7.8% of employees currently in the City)

However, none of the proposed Draft EIR/EIS mitigation measures for Community Impacts indicates sensitivity to the disproportionate scale of these impacts on the City. The City requests that Caltrans consult with the City to develop measures to be incorporated into the Community Benefits Agreement discussed in Section 4 of this comment letter to comprehensively address the disproportionate impacts on the City of Commerce with respect to the loss of sales and property tax, residential and nonresidential relocation, and employee displacement

Environmental Justice. The Environmental Justice chapter of the CIS, which is a technical appendix of sorts to the Draft EIR/EIS states that there will be sales and property tax losses in addition to job displacement within the cities along the corridor. To mitigate these losses, the Community Impact Assessment suggests two actions/benefits: (1) construction jobs will be added to cities along the corridor (9,650 for the City of Commerce) which will compensate for their job losses; and (2) to mitigate the losses it will be important for Caltrans to “prioritize efforts to successfully relocate businesses within the same city.” Problems with these mitigation measures are as follows:

- The Draft EIR/EIS did not provide backup calculations for how the 9,650 construction jobs in Commerce were derived, so there is no way of independently verifying its accuracy. The City requests that calculations be provided in the Final EIR showing how the number construction jobs in the City of Commerce were calculated.
- Even if the estimate is accurate, construction jobs are temporary, as compared with the permanent jobs lost from displaced businesses, and therefore the addition of temporary Project-related construction jobs is not an appropriate mitigation measure. The City of Commerce has the highest rate of unemployment (22 percent) of any city or community in the project study area, as stated in the Draft EIR/EIS’s Community Impact Assessment Technical Study (Table 3.3-7). Accordingly, the City requests that the Final EIR acknowledge the potential loss of permanent jobs in the City as a significant impact, and appropriate mitigation to reduce this impact be developed.
- No description is provided in the Draft EIR/EIS of how Caltrans intends to “prioritize efforts” to relocate businesses within the same City. Without a detailed plan, this measure is not a sufficient measure to mitigate the displacement-related employment impacts. The City requests that Caltrans provide a detailed plan to show how it plans to prioritize efforts to relocate business within the City of Commerce.

- **Lack of Attention to Indirect Economic and Fiscal Impacts.** Although the Draft EIR/EIS provides very general estimates of economic and fiscal impacts to the City, it does not address, as CEQA requires, an assessment of indirect impacts resulting from certain Alternatives or design options. For example, to the extent that Design Option 3 would eliminate freeway ramps at Washington Boulevard, this may have significant adverse indirect impacts on businesses located elsewhere in the City, including the Commerce Casino, which is a major source of revenue to the City.

Purchasing power loss. Due to the loss of households within the City, the Project will likely have a negative effect on City-wide purchasing power. This issue is not discussed in the Draft EIR/EIS or associated Appendices or Technical Studies. Purchasing power is the economic output derived from household spending in local communities at such places as grocery stores, apparel shops, drug stores, etc. Without a robust relocation program that allows for those who lose their homes to successfully relocate within the same City, the City is likely to permanently lose households. This will, in turn, reduce local purchasing power. Attachment 1 to this comment letter, a table titled Purchasing Power Loss from I-710 Relocations, shows the annual purchasing power loss under each of Alternative 6's design options. It shows that in the worst case scenario under Design Option 1, the City of Commerce will lose upwards of \$897,000 in local purchasing power. With Design Options 2 and 3, local purchasing power will also be reduced, albeit by less than in Design Option 1, by \$307,000 and \$259,000, respectively. The City requests that Caltrans address this issue in the Final EIR/EIS and coordinate closely with the City to ensure that displaced residents are relocated within Commerce, as requested in the Community Benefits Agreement discussed in Section 4 of this comment letter.

Population-based revenue losses. Based on an average household size of 3.77 persons per household, the City will also likely lose certain forms of federal and state funding that are based on population. For example, under Design Option 1, there is a potential loss of 110 residential units per the Draft EIR/EIS or up to 165 units based on City surveys of the number units, and at 3.77 persons per household, this translates to a population loss of between 415 and 622 persons (or between 3.3% and 4.8% of the City-wide population), assuming this does not understate the true number of displacements. Should this occur, the City will likely lose state and/or federal funds that are provided on a per capita basis. Under Design Options 2 and 3, the population loss is reduced, but still substantial at 143 persons and 121 persons, respectively, and as noted above and previously, the EIR/EIS may substantially underestimate the number of persons subject to relocation. The City requests that the number of residential units and persons subject to relocation be accurately counted and documented in the Final EIR.

General comments. In general, other than documenting the facts regarding the fiscal and economic impacts to the cities along the corridor, the Draft EIR/EIS and its associated documents recommend only nominal mitigation measures or ways in which the various cities may be compensated for their losses. There is nothing in the Draft EIR/EIS that is specific to the City of Commerce. The City requests that Caltrans address the foregoing comments on the Draft EIR/EIS Community Impacts analysis, which request specific mitigation measures for impacts on the City of Commerce, in light of the specific and disproportionate impacts on our community.

Section 3.4, Utility/Emergency Services

Consultation with Police and Emergency Service Providers Should Be Provided. Mitigation Measure CON-3 requires the future preparation of Traffic Management Plans (TMP) to reduce impacts on fire, law enforcement, and emergency service response times (specific TMP requirements are outlined in Mitigation Measure CON-6). In addition, Mitigation Measure CON-4 requires the future preparation of Specific Utility Relocation Plans to minimize impacts to emergency services. These mitigation measures require future coordination with fire, emergency medical, and law enforcement providers to ensure adequate emergency service response times during construction. Nevertheless, the City requests the opportunity to review and comment on the TMPs and Specific Utility Relocation Plans, if deemed necessary by the City, as they are prepared.

Construction Staging Areas Not Identified. Mitigation Measure CON-3 does not require the TMPs to identify construction staging areas. The City requests that this be addressed in the Final EIR/EIS, especially in light of the three design options that are proposed within City limits.

Permanent Impacts to Emergency Access Not Evaluated. Section 3.25 (Cumulative Impacts) of the Draft EIR/EIS adequately discloses and minimizes the potential cumulative impacts to utility/emergency access in accordance with the requirements of NEPA and CEQA. Under Alternative 6 A/B/C, Option 3 would reduce access to/from I-710 and Washington Boulevard, to/from I-710/Pacific Place, and to/from I-710 and Wardlow Road. The City requests that the Final EIR/EIS evaluate the permanent traffic impacts that could result from this reduction in access, particularly as they pertain to emergency vehicle access. Additional upgrades to adjacent surface streets may be required to maintain emergency response times under Option 3, and the City requests that Caltrans identify the potential need for such upgrades.

Unsupported Conclusions for Emergency Access and Response Times. The three Design Options under Alternative 6 A/B/C have the potential to impact emergency access around Washington Boulevard. Option 1 would prevent emergency vehicle access from Washington Boulevard to northbound I-5 as well as travel on northbound I-710 between Bandini Avenue and Washington Boulevard. Similar impacts would occur under Option 2, and emergency vehicles would not be able to access northbound I-5 from Washington Boulevard. Under Option 3, the Washington Boulevard northbound and southbound ramps would be removed, and emergency vehicles would be required to use the Atlantic Boulevard/Bandini Boulevard exit to ultimately reach Washington Boulevard. While it is likely that emergency vehicles would be able to use surface streets to maintain response times, and coordination with the Los Angeles County Fire Department and Los Angeles County Sheriff's Office is required under mitigation measure CON-3, the Draft EIR/EIS does not provide evidence to support the finding that potential impacts to emergency vehicles under these access restrictions would have no effect or how they would be minimized. The City requests a more detailed analysis with regard to emergency access and emergency response times in this area.

Minor Utility Relocations Not Evaluated. With respect to Utilities, the Draft EIR/EIS section does not specifically address minor utility impacts within the City of Commerce. While major utility relocations, such as the relocation of Los Angeles Department of Water and Power (LADWP) and Southern California Edison (SCE) transmission lines, are adequately evaluated in the Draft EIR/EIS, minor utility relocations within the City could also result in traffic impacts or disruptions to utility service. In accordance with Mitigation Measure U&ES-2, Specific Utility

Relocation Plans would be prepared to identify and minimize these impacts. The City should requests the opportunity to review these Specific Utility Relocation Plans and associated impacts, particularly with respect to utilities that may be relocated along Slauson Avenue, Atlantic Boulevard, Bandini Boulevard, and Sheila Street.

Recommended Engineering and Environmental Studies Not Identified As Required Mitigation Measure. As stated in the Draft EIR/EIS, the Southern California Edison Bandini Substation would require relocation under Alternative 6 A/B/C, Option 2, due to the configuration of the freeway and freight corridor ramp connections to Washington Boulevard. Although the Substation is located on the City of Vernon side of the Commerce/Vernon boundary, its relocation could result in traffic impacts or utility disruptions within Commerce. The Draft EIR/EIS recommends that additional engineering and environmental studies be completed, should Option 2 be selected. However, the preparation of these documents is not called out as a mitigation measure, and therefore implementation of this recommendation is not guaranteed or enforceable. The City requests that a mitigation measure requiring the preparation of additional engineering and environmental studies if Option 2 is selected be incorporated into the Final EIR/EIS.

Need for Mitigation Measure Requiring Comprehensive Utility Relocation Study for the North Segments of I-710. The Comprehensive Utility Relocation Study for the North Segments of I-710, which the Draft EIR/EIS indicates is currently being prepared by Metro, is not called out as a required mitigation measure, and is therefore its preparation is not guaranteed, nor is its implementation enforceable. The City requests that a mitigation measure requiring preparation of the Comprehensive Utility Relocation Study for the North Segments of I-710 be incorporated into the Final EIR/EIS.

Section 3.5, Traffic and Transportation/Pedestrian and Bicycle Facilities

Traffic Impact Thresholds Not Provided. Section 3.5.1 (Regulatory Setting) describes the regulatory setting and makes no reference to transit. This section also does not contain any impact significance thresholds, which should be disclosed so reviewers understand the basis for significance determinations. The City requests that thresholds should be established at a minimum for the following impact areas: vehicle traffic operations (specific to each type of facility); goods movement; transit facilities and operations; bicycle facilities and operations; pedestrian facilities and operations; safety; and construction.

Comparison to Baseline Conditions Not Evaluated. Section 3.5.2.2 (Page 3.5-7) states that Alternative 1 (No Build) conditions are the basis against which the build alternatives proposed for the I-710 Corridor Project were assessed. This is a useful comparison to understand how the project influences future traffic operations, but may not satisfy the requirement to assess impacts based on baseline conditions as established in recent case law. The baseline conditions for this study were established as 2008. Page 3.5-81 also states that the criteria for determining which intersections are adversely impacted are based on comparing the build alternatives to the no build alternative. The City requests that Caltrans provide an assessment of the project impacts as compared to the baseline conditions in the Final EIR/EIS.

Impacts to Bicycles and Pedestrians Not Addressed. Section 3.5.3.1 (Page 3.5-86) contains one paragraph describing bicycle and pedestrian impacts. According to the discussion, no impacts are identified because any disruption to bicycle and pedestrian facilities will be repaired and

old facilities will be upgraded. This discussion does not address how increases in traffic volumes on arterials will affect bicycles and pedestrians. Further, many of the proposed improvements at 42 intersections that are described in Section 2.4.1.4 and mitigation measures described in Section 3.5.4 include roadway widening to improve vehicle LOS. This widening will increase bicycle and pedestrian crossing times. This impact was not disclosed and no significance criteria were included to determine whether the impact would be significant. Impacts of mitigation measures are required to be disclosed under CEQA Section 15126.4 (D), which states, "If a mitigation measure would cause one or more significant effects in addition to those that would be caused by the project as proposed, the effects of the mitigation measure shall be discussed but in less detail than the significant effects of the project as proposed." The City requests that impacts upon bicycles and pedestrians, due to increased traffic volumes on arterials, be addressed and evaluated against the appropriate significance criteria, in the Final EIR/EIS.

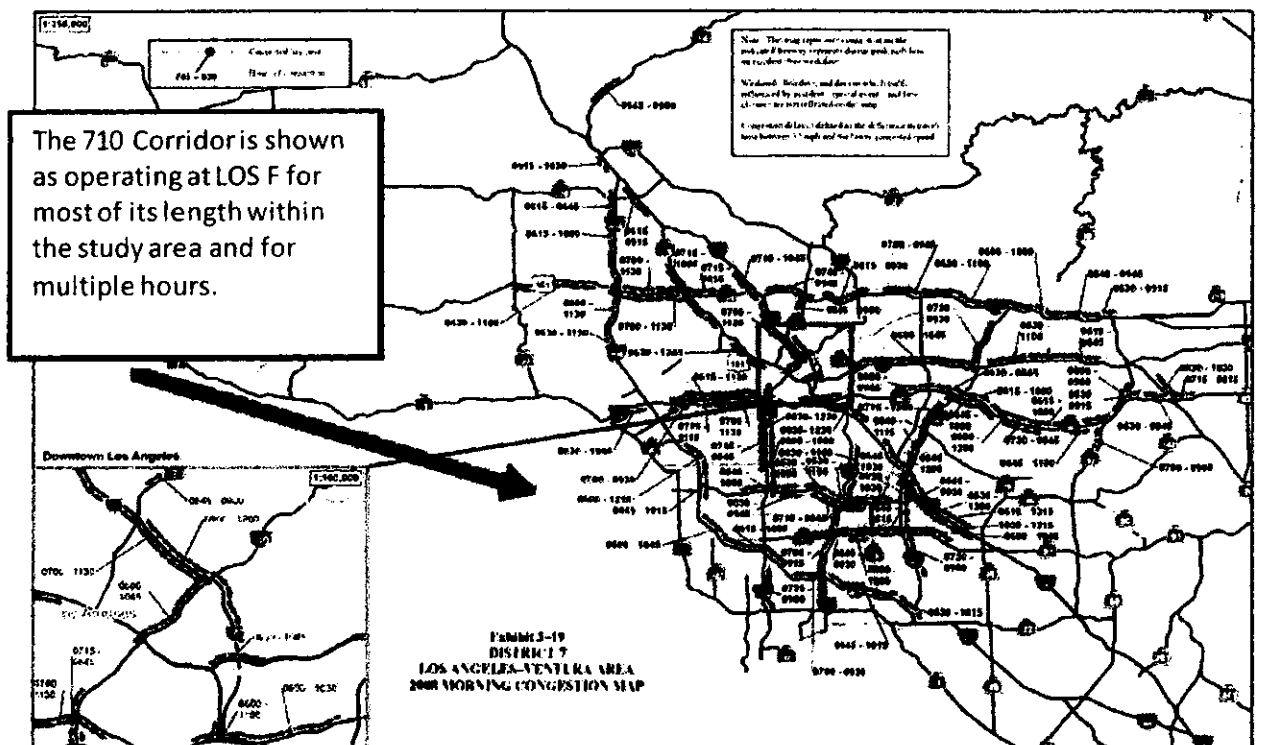
Section 3.5.3.3 Missing From Report. Section 3.5.3.3 appears to be missing from Chapter 3.5 of the Draft EIR/EIS. The sentence referring to it is on page 3.5-86: "Additionally, because no improvements would be made to the I-710 Corridor under Alternative 1, the public health benefits of reduced congestion, improved conditions for pedestrian or bicycle travel, and reduction in the number of total and fatal accidents described in Section 3.5.3.3 would not be realized." The City requests that this be resolved in the Final EIR/EIS.

City of Commerce Thresholds Not Considered. As described on page 3.5-81, an adverse impact occurs when LOS degrades to E or F with a build alternative or when a build alternative increases intersection delay compared to the no build alternative. These significance thresholds should be included in the regulatory setting, as noted above, but should also be replaced with the LOS thresholds of each affected community. The City of Commerce General Plan (adopted January 2008, page 64) "established LOS "D" as a target LOS standard, and LOS "E" as a threshold standard." In a letter dated September 17, 2008 from the City of Commerce to Caltrans following release of the Notice of Preparation, the City requested that "In addition to applicable federal, state, and county-wide standards, project impacts must be analyzed taking into account any and all applicable standards/thresholds, including noise standards." The City requests that its stricter thresholds of significance be used to evaluate impacts in the City.

Local Community Traffic Thresholds Not Used to Determine Impacts. As described on page 3.5-81, an adverse impact occurs when LOS degrades to E or F with a build alternative or when a build alternative increases intersection delay compared to the no build alternative. We request that these significance thresholds be included in the regulatory setting, and also request that the thresholds be replaced with the LOS thresholds of the City of Commerce, and those of other jurisdictions along the freeway corridor. The City of Commerce General Plan (adopted January 2008, page 64) "established LOS "D" as a target LOS standard, and LOS "E" as a threshold standard." In a letter dated September 17, 2008 from the City of Commerce to Caltrans following release of the Notice of Preparation, the City requested that "In addition to applicable federal, state, and county-wide standards, project impacts must be analyzed taking into account any and all applicable standards/thresholds, including noise standards." Use of the City's preferred methodology and stricter thresholds of significance may lead to the identification of additional project-related impacts and the need for additional traffic mitigation in Commerce. The City requests that Caltrans undertake additional traffic impact analysis using City of Commerce significance thresholds and include the findings in the Final EIR.

Conflicting and Inconsistent Traffic Data Presented. The traffic operations analysis results do not match the existing conditions as reported elsewhere. Much of the study corridor is congested during peak periods according to the 2008 State Highway Congestion Monitoring Program (HICOMP), Annual Data Compilation, Caltrans 2008 (see graphic below). The Interstate 710 study corridor extends from Ocean Boulevard in Long Beach to State Route 60 (SR 60). The corridor is described in the EIR/EIS as experiencing severe congestion (see page 3.5-17), but the baseline (2008) conditions analysis (Table 3.5-1) reveals multiple freeway mainline or ramp locations operating at LOS C or D. These analysis results appear to be inconsistent with the HICOMP, which shows AM and PM peak period congestion (i.e., LOS F) for almost the entire study length of Interstate 710. The congestion extends to areas reported as operating at LOS C and D in the EIR/EIS (see AM peak period example below). The City requests that Caltrans resolve this conflict in the Final EIR/EIS.

Caltrans 2008 HiComp Report – District 7



One potential explanation for Draft EIR/EIS results not fully capturing the extent of congestion is due to the methodology. The traffic counts and analysis methodology followed a conventional approach for uncongested facilities. According to Section 4.1 of the I-710 Corridor Project Traffic Operations Analysis Report (TOAR), Los Angeles County Metropolitan Transportation Authority, January 2012, traffic counts were conducted for isolated peak periods (7-9 AM, 11-1 Midday, and 4-6 PM). Section 4.5.1 (page 4-34) and Section 4.5.2 (page 4-40) of the TOAR, January 2012 state that the analysis methodologies for freeways and intersections were based on the 2000 Highway Capacity Manual (2000 HCM). The 2000 HCM methods contain numerous limitations when analyzing congested conditions such as those that exist in the I-710 Corridor.

For much of the I-710 study corridor, the 7-9 AM and 4-6 PM time periods are congested, as shown in the HICOMP report. The conventional or traditional traffic counts only capture departed or served vehicles. Therefore, the counts measure throughput and do not account for unserved demand stuck in queue. Further, the 2000 HCM methods do not recognize that congestion severely reduces operational capacity. One example of this is to compare HCM 2000 capacity thresholds in Table 4-16 of the TOAR (page 4-35) with PEMS data showing actual volumes served during congested conditions. Table 4-16 shows freeway capacity ranging from 2,250 to 2,400 passenger cars per hour per lane depending on free-flow speed. The chart below shows the actual maximum throughput achieved on northbound (NB) I-710 near I-405 during the AM peak period (6-9 AM). The breakdown in freeway operations causes speeds to drop and the maximum volume served to decline below 50 percent of HCM 2000 uncongested capacity.

The HCM 2000 calculations treat capacity as an input, while in reality capacity is an output that varies depending on traffic conditions. When congestion occurs, the freeway breaks down and fewer vehicles can be served. The proposed project alternatives that add lanes to a congested freeway may not significantly relieve congestion depending on the ability of downstream portions of the freeway to accommodate increased peak period flow rates and the effect of induced travel (this topic is covered in more detail in Comment No. 5).

One option to capture the capacity limitations from existing congestion is to use microsimulation models. This was acknowledged in one of the technical studies for the I-710 Corridor Project EIR/EIS. Appendix J of the EIR/EIS contains the Draft White Paper, Technical Memorandum – Traffic Operations Simulation Comparison, Los Angeles County Metropolitan Transportation Authority, March 31, 2010, which states the following:

“The traffic operational analysis of the I-710 PA-ED project for various measures of effectiveness has been conducted using the HCM methodologies for freeway operations. Software packages such as HCS+ and Synchro7 have been exclusively used for this purpose. However, these software packages have their own limitations and have limited or no capability to simulate present or future freeway operations that are complex and include significant heavy duty truck (HDT) operations.”

The City requests that, at a minimum, the Final EIR/EIS should disclose the limitations of the 2000 HCM and discuss how these limitations influenced the analysis conclusions and recommendations.

Full Extent of Project-Related Traffic Congestion Not Presented. The traffic forecasts model had limited validation and the post-processing method may have resulted in an underestimate of future demand. Model validation should ideally include both static and dynamic tests. Both types of tests are recommended in the Model Validation and Reasonableness Checking Manual (FHWA, February, 1997) that was cited in the Technical Memorandum - I-710 Corridor Project EIR/EIS Travel Demand Modeling Methodology, Los Angeles County Metropolitan Transportation Authority, February 26, 2010.

Another important issue is that the static validation for peak periods was conducted using the entire set of traffic counts without differentiating locations that are influenced by congestion. The forecasting model is a ‘demand’ model. As such, it is expected to produce volume estimates that closely match traffic counts on uncongested roadways. For congested locations, the demand volume

should overestimate peak period traffic counts because these counts only measure throughput and do not capture the full demand, which is stuck in queue. Figure 6 (page 27) in the Modeling Methodology Memo is one of example of the model refinements resulting in a close match to the AM peak period traffic counts. Given the severe congestion described in the EIR/EIS and noted above in the HICOMP and PEMS data, this chart should show the model volume estimates being higher than peak period traffic counts.

Without detailed dynamic validation tests, it is difficult to determine whether the forecasts for each alternative represent reasonable changes in direction and magnitude. For example, despite significant differences between No Build and Alternative 5A, total VMT increased by 0.33 percent and VHD decreased by 0.38 percent. The small VHD change may also be a concern when viewed from a cost-benefit perspective. Reducing one hour of delay costs approximately \$446,550 under Alternative 5A.

The forecasts may underestimate future demand volumes because of the post-processor method and not fully accounting for induced travel effects. The post-processor added incremental traffic volume growth onto the base year traffic counts. As noted above, the peak period counts only captured vehicle throughput and not demand that was stuck in queue. As a result, the traffic volume growth was added to a 'constrained' base year traffic count and the post-processing does not account for unmet demand that exists in the base year.

The sub-area model also has limitations related to capturing all of the induced travel effects that would be associated with a major freeway expansion in a congested corridor. The SCAG model does not contain a complete feedback system to influence trip generation or long-term land use allocation. The absence of full feedback systems to trip generation and long-term land use allocation suggests that the model's forecasts could underestimate corridor demand volumes, which could lead to the overestimation of congestion relief benefits.

While it is understood that any analytical technique will have limitations, the City requests that Caltrans provide an explanation of why the methodologies and analytical techniques used to analyze traffic operations were selected, and of their limitations.

Improved Operating Conditions Are Counterintuitive. A review of freeway mainline segment level of service in Tables 3.5-1, 3.5-2, 3.5-3 and 3.5-5 show improved operating conditions for Alternative 1 (No Build) in 2035 than for Base Year 2008. The City requests an explanation for this counterintuitive conclusion.

Unsupported Decrease in Freeway Volumes May Cause Inconsistencies. Existing (2008) freeway volumes on I-710 shown in Table 1.2-1 show a drop of over 70,000 ADT (66,000 ADT autos plus 5,000 ADT trucks) between Rosecrans and Alondra, just south of I-105. This dip is carried forward into projected 2035 volumes at this location. No explanation is provided in Chapter 1. It appears that this data is also used in the Air Quality analysis in Section 3.18 (Tables 3.13-7 and 3.13-8). The City requests an explanation for this decrease of ADT and also requests that any potential inconsistencies caused by this data that is carried into other sections, such as Air Quality, be reconciled and noted in the Final EIR/EIS.

Unapproved Future Projects Used as Basis for Sufficient Future Rail Capacity. Page 3.5-7 of the Draft EIR/EIS states "This alternative also assumes that goods movement to and from

the ports make maximum utilization of existing and planned railroad capacity within the I-710 Corridor.” Pages 1-36 through 1-37 state that neither the expanded Intermodal Container Transfer Facility (ICTF) nor the Southern California Intermodal Gateway (SCIG) at the Port of Los Angeles were assumed to be operational in the travel demand forecasting for the I-710 project because those projects were not yet approved when the Draft EIR/EIS analysis was conducted. This is also stated in the technical studies (page 16 of the Modeling Report, page 1-6 of the TIAR). These two major near-dock rail projects are, however, listed among the past, present and foreseeable projects listed in Table 3.25-1 and Table 3.25-2. The exclusion of these two rail projects likely results in a higher estimate of container movement along I-710 north of those two rail facilities. The City requests that this inconsistency be clarified in the Final EIR/EIS.

Inadequate Discussion of Construction Traffic Management Plan. Only a cursory discussion of the construction-period traffic management plan is provided on pages 2-57 and 2-58. Page 2-57 states that the Transportation Management Plan (TMP) “proposes to keep all lanes open during construction, with the exception of overnight lane closures. Ramp closures will be limited to potential weekend closures and would not exceed a period of one week.” Page 2-72 states that the minimum construction duration will be 8 years. Given the magnitude of the improvements proposed under each of the build alternatives, the City requests that Caltrans provide additional information about how it will be possible to keep all lanes open during construction, or disclose if this will not be possible, identify this as a significant impact, and provide appropriate mitigation.

Available LOS Data Was Not Provided. In Tables 3.5-2 and 2.5-26, among others, no density or LOS data is presented (“N/A”) for the NB I-710 to NB I-5 connector, and other locations. These locations are footnoted as “Single-lane addition/drop; HCM methodology applied for analysis.” The City requests an explanation for the lack of data at these locations, especially considering the availability of the HCM methodology which allows for analysis of such locations.

Inconsistent LOS Data. In Table 3.5-8, LOS C/D is shown for NB I-5 approaching I-710 in the AM/PM peak hours and LOS C/D/E in the midday peak hour. This data is not consistent with the accompanying text on page 3.5-31 which states that “The majority of the congestion occurs along the I-5 corridor in the vicinity of I-710 during the midday peak hour. However, field observations show severe congestion levels during both a.m. and p.m. peak hours in the 2008 existing condition.” The City requests that this discrepancy be addressed.

Unclear How Conclusions Regarding Truck Lane Capacity Was Estimated. The truck lanes are forecast to operate at or near capacity under Alternatives 6A/6B (page 3.5-57) but below capacity with tolls under Alternative 6C. It is not clear how the change in use of the truck lanes with tolls in place was estimated. The City requests that the rationale for these estimates be disclosed.

No Differentiation Between Unmetered/Metered HOV Lanes. A description of the methodology for the ramp metering analysis is provided on page 4-44 of the TOAR. However, the analysis did not distinguish between the unmetered HOV lanes and metered SOV lanes in the ramp metering analysis. The City requests that this discrepancy be addressed.

Insufficient Analysis of Impacts Due To Loss of On-Street Parking. Page 3.5-79 describes the proposed implementation of peak period parking restrictions along four major north-south corridors, three of which lie partly within the City of Commerce. The Draft EIR/EIS provides no analysis of the level of utilization of curb parking in these areas, nor whether the displaced

parking demand can be accommodated elsewhere; please provide an analysis of this issue. While the loss of on-street parking is not necessarily a CEQA issue, the potential socio-economic impacts of the loss of on-street parking can be considered as impacts. In a recent traffic study for the planned "Washington Boulevard Improvement Project" in Commerce, which would widen and reconfigure Washington Boulevard to provide six through lanes (cited as Project T-24 in Table 3.25-1), a detailed utilization study of on-street parking was conducted and a full assessment of the loss of that parking was made. (The construction schedule for that project is shown in Tables 3.25-1 and 3.25-2 as "2012" but the City's current schedule puts construction of that project in 2015.) The City requests the preparation of a detailed utilization study and a full assessment of the loss of on-street parking be conducted.

Incorrect Assumptions Used for Signal Cycle Lengths at Study Intersections. Page 4-40 of the TOAR describes the use of Synchro to implement the HCM 2000 methodology for the intersection analysis. Rather than collect signal timing plans for each study intersection from the local jurisdictions, universal assumptions were made for signal cycle lengths, such as 100 seconds for arterial intersections and 60 seconds for freeway ramp T-intersections. A review of the level of service worksheets for selected locations in Commerce shows that a cycle length of 130 to 150 seconds was assumed for the intersections with wider cross sections. The analysis also assumed that each intersection has a capacity of 1,600 vehicles per lane per hour, the ideal traffic capacity per the HCM 2000, but did not conduct saturation flow studies to support this assumption. Given the size of some intersections, these signal timing assumptions may not in every case allow for the green time that would be needed to include adequate pedestrian crossing times. This may result in the analysis underestimating vehicle delay for some locations. The City requests that this impact be fully addressed in the Final EIR/EIS.

Discrepancies between LOS Assumptions and Existing Field Conditions. In Figure 3-3.f and Appendix B of the TIAR, several discrepancies between the intersection level of service inputs/assumptions and existing (2012) field conditions were observed that may affect the results of the analysis, as follows. The City requests that the following discrepancies be addressed in the EIR/EIS:

- Eastern Avenue & Bandini Boulevard (#75): The analysis of this intersection includes two eastbound through lanes, which is inconsistent with the existing (2012) conditions which include three eastbound through lanes. The southbound right turn lane must yield to both pedestrians and to westbound through traffic. As analyzed in the Draft EIR/EIS, this movement was coded as a permissive plus an overlap phase. The assumed signal cycle length at this location did not include enough green time to allow for minimum pedestrian crossing times. Taken together these factors could result in more delay at this intersection than is reported in the Draft EIR/EIS.
- Washington Boulevard & Atlantic Avenue (#78): The analysis of the northbound approach to this intersection includes one left turn lane, two through lanes and one right turn lane, which is inconsistent with the existing (2012) field conditions which include one left turn lane, two through lanes and one shared through/right turn lane. The analysis also included overlapping right turn phases on all four approaches to the intersection, which is inconsistent with existing (2012) field conditions which show that no overlapping phases are present. Taken together these factors could result in more delay at this intersection than is reported in the Draft EIR/EIS.

- Washington Boulevard & Eastern Avenue (#79): The analysis included overlapping right turn phases on all four approaches to the intersection, which is inconsistent with existing (2012) field conditions which show that no overlapping phases are present. This factor could result in more delay at this intersection than is reported in the Draft EIR/EIS.
- Eastern Avenue & Slauson Avenue (#71): The analysis included overlapping right turn phases on the northbound and southbound approaches to the intersection, which is inconsistent with existing (2012) field conditions which show that these overlapping phases are not present. This factor could result in more delay at this intersection than is reported in the Draft EIR/EIS.
- Washington Boulevard & Southbound I-710 On/Off Ramp (#126): The analysis included a protected westbound left turn phase, which is inconsistent with existing (2012) field conditions which show that this movement is permissive. This factor could result in a different delay calculation at this intersection than is reported in the Draft EIR/EIS.
- Atlantic Avenue & Bandini Boulevard/I-710 Northbound On ramp (#74): The analysis does not account for the existing (2012) westbound prohibition on right turns on red. This factor could result in a worse delay calculation at this intersection than is reported in the Draft EIR/EIS.

Impacts to Major Intersections Not Analyzed. The traffic impact analysis does not include major intersections within the City of Commerce that may be affected by the proposed project, given their proximity to the I-710/I-5 interchange: Bandini Boulevard & Garfield Avenue, Telegraph Road & Garfield Avenue and Atlantic Avenue & Eastern Avenue. The City requests that an explanation for why these locations were not analyzed, as well as providing the appropriate analysis.

Potential Transit System Impacts Not Analyzed. There is no assessment of potential transit system impacts in Commerce, including increased transit service time or any changes to existing bus routes that would be required due to project-related roadway changes. The City requests an evaluation of these impacts in the Final EIR/EIS.

Proposed Mitigation Measures for Intersection Impacts May Be Inadequate. The City requests that following comments pertaining to proposed mitigation measures for impacts at intersections in the City of Commerce be considered:

- Slauson Avenue & Eastern Avenue (#71): The proposed mitigation measure at this intersection is to add a second eastbound left-turn lane and a separate eastbound right-turn lane. These improvements appear reasonable, given the high volumes on these movements, even under existing (2008) conditions. These improvements would require right-of-way acquisition on both sides of Slauson Avenue. Potential secondary impacts associated with the wider cross-section on the affected approach to the intersection were not identified. It is noted that the level of service analysis of this location under Alternative 1 shows a discrepancy between the existing and future without mitigation in that it includes a separate eastbound right-turn lane and a

separate westbound right-turn lane. This could affect the determination of project impacts, as they are assessed against Alternative 1 conditions.

- Slauson Avenue & Garfield Avenue (#73): The proposed mitigation measure at this intersection is to add a second westbound left-turn lane. This improvement appears reasonable, given the high volumes on this movement, even under existing (2008) conditions. The improvement would require right-of-way acquisition on the southeast quadrant of the intersection. Potential secondary impacts associated with the wider cross-section on the northbound approach to the intersection were not identified.
- Garfield Avenue & Gage Avenue (#157): The proposed mitigation measure at this intersection is to add a second left-turn lane on all four approaches plus separate eastbound and westbound right-turn lanes. The improvement would require major right-of-way acquisition at the intersection and potentially building demolition. Potential secondary impacts associated with the wider cross-section on all approaches to the intersection were not identified.

Section 3.6, Visual Quality/Aesthetics

Enhanced Condition Treatment of Sound Walls Requested. Visual simulations of proposed sound wall and berm treatments in the DEIR/DEIS show a Base Condition (i.e., standard Caltrans landscaping, including groundcover and some young trees) and an Enhanced Condition ("possible aesthetic treatments" with decorative masonry wall surface treatments and more vegetation, including vines and/or more mature trees). The Draft EIR/EIS notes that Caltrans will develop final treatments in consultation with community stakeholder groups. Given the prominence of these features in the City and their proximity to residential neighborhoods and at least one recreational facility (Bandini Park), the City requests implementation of the Enhanced Condition treatment of sound walls and freeway edges/berms, within Commerce.

Existing Low Visual Quality Should Not Rule Out Enhanced Condition Treatment. The City requests that the existing low visual quality in visually sensitive areas (e.g., due to an existing freeway sound wall or electrical lines), as identified in the Draft EIR/EIS, would not be used by Caltrans as a rationale to rule out Enhanced Condition sound wall/berm treatment, especially since existing sound walls and utilities may be relocated as part of the project.

Input Needed for Utility Relocation Plans. The City requests the opportunity to provide input into the draft Specific Utility Relocation Plans before those are finalized and presented in the Final EIR/EIS, since those may also have aesthetic impacts on residential or other visually sensitive locations within Commerce.

Section 3.7, Cultural Resources

Historic Bridge Inventory Survey Required. HPSR Attachment B to the Draft EIR/EIS, the Historic Property Survey Report submitted by Caltrans to the State Office of Office Historic Preservation (SHPO), lists only State Agency-designated Bridges. The City requests that Local Agency Bridges from the California Historic Bridge Inventory that are located in the City of Commerce be added, in the event that there are historic bridges within Commerce that aren't addressed.

Potentially Eligible Local Resources Not Evaluated. The Draft EIR/EIS notes that the City of Commerce has criteria for local landmark designation, and the City was contacted during Draft EIR/EIS preparation for information on identified locally eligible and designated resources. However, inventoried properties in the Area of Potential Effect (APE) were not evaluated against local eligibility criteria; surveyed properties were evaluated only for National and California Register eligibility (see HRER Appendix B property Nos. 108-160, APE Map Reference nos. 97-149). Some of the potentially affected City of Commerce properties may be eligible individually or as part of a potential district at the local level. The City requests that Caltrans address this issue in the Final EIR/EIS.

Section 3.8, Hydrology and Floodplain

Additional Information Regarding Traffic Impacts at Floodway Structures Needed. Floodway structures to be altered and/or replaced in Commerce under Alternative 5A include the Union Pacific crossing at Randolph Street and the Slauson Avenue crossing. No additional improvements within identified within floodways are proposed under Alternatives 6A/B/C. The improvements to the Union Pacific crossing would require construction staging in the vicinity of the crossing. The improvements at Slauson Ave may result in traffic and congestion impacts at the roadway crossing. The City requests additional information on the potential construction staging and traffic impacts at these two crossings.

Flood Protection Evaluation Required. The analysis in the Draft EIR/EIS relies on mitigation measure FP-1, which requires the preparation of a Final Los Angeles River Impact Report, to demonstrate that the design of the proposed project provides acceptable flood protection. While this type of mitigation is common on large-scale projects where designs are not yet finalized, the City requests an opportunity to review the Final Los Angeles River Impact Report.

No Flood Hazard Evaluation Provided. The Draft EIR/EIS does not identify any flooding concerns in the City of Commerce. Given the City's proximity to the Los Angeles River and the reliance on pumps to drain portions of the I-710 freeway, the City should raise any specific flooding concerns for areas within City boundaries in the vicinity of the freeway. Since the proposed Alternatives would increase the number of freeway lanes and, therefore, the associated impervious area, the City requests that the Draft EIR/EIS provide additional detail concerning post-project surface runoff volumes, rates, and discharge locations onto surface streets within the City, or where the City is aware of undersized, aging, or otherwise inadequate storm drain infrastructure on its arterial streets.

Section 3.9, Water Quality and Stormwater Runoff

Consultation with City Staff Regarding BMPs Needed. Since surface water runoff from I-710 currently discharges to City of Commerce surface streets and storm drains, and will continue to do so under post-project conditions that will increase the number of trucks and passenger vehicles using the freeway and ramps accessing the rail yards, the City of Commerce requests that Caltrans consult with City staff during preparation of the final treatment BMPs that address the capture and treatment of runoff.

Section 3.10, Geology/Soils/Seismic/Topography

Ninyo & Moore Geotechnical and Environmental Sciences Consultants undertook analysis of the geotechnical analysis provided in the Draft EIR/EIS on behalf of the City of Commerce. Comments are provided below. The complete letter report detailing Ninyo & Moore's findings is provided as Attachment 2 to this comment letter.

Geotechnical considerations. The geotechnical study for the project by URS discusses potential foundation options for bridges and retaining walls for the project. The study recommends that the selection of bridge foundation alternatives will be based on foundation loading and site-specific conditions, and the design will be based on site-specific geotechnical evaluation. Various options for retaining walls and associated foundation alternatives are presented in the geotechnical study. However, the potential impacts of the various design alternatives are not addressed in the URS report, nor are they addressed in Section 3.10 of the Draft EIR/DEIS. Construction activities for the Project corridor could pose additional impacts to properties in the City of Commerce and are addressed in the following sections.

- **Soil Erosion.** Soil erosion refers to the process by which soil or earth material is loosened or dissolved and removed from its original location. Erosion can occur by varying processes and can occur in the project area where bare soil is exposed to wind or moving water (both rainfall and surface runoff). The processes of erosion are generally a function of material type, terrain steepness, rainfall or irrigation levels, surface drainage conditions, and general land uses. Construction of the Project would result in ground surface disruption during demolition, excavation, grading, and trenching that would create the potential for erosion to occur. However, with incorporation of appropriate mitigation methods, potential soil erosion can have a less than significant impact.

To mitigate potential erosion at the Project site, a Storm Water Pollution Prevention Program (SWPPP) incorporating Best Management Practices (BMPs) for erosion management should be implemented prior to the start of construction. In addition, the topographic gradients at the project site are relatively gentle. The site would be covered with hardscape and landscape improvements following construction, and the impact of long-term erosion would be less than significant.

With the implementation of BMPs incorporated in the project SWPPP during construction, water- and wind-related soil erosion can be limited and managed within construction site boundaries. Examples of these procedures could include surface drainage measures for erosion due to water, such as the use of erosion prevention mats or geofabrics, sandbags and plastic sheeting, and temporary drainage devices. Positive surface drainage should be accommodated at project construction sites to allow surface runoff to flow away from site improvements or areas susceptible to erosion. To reduce wind-related erosion, wetting of soil surfaces and/or covering exposed ground areas and soil stockpiles could be considered during construction operations, as appropriate. The use of soil tackifiers may be considered to reduce the potential for water- and wind-related soil erosion. The City requests that these measures be incorporated in the project SWPPP prepared for construction that will occur in the City of Commerce.

- **Groundwater and Construction Dewatering.** The Draft EIR/DEIS and the URS report provided in the Appendix indicate that the depth to groundwater along the Project corridor in the City of Commerce is more than 45 feet deep. Foundation excavations near this depth will encounter groundwater. Additionally, shallow perched groundwater may be encountered in excavations for the Project, and construction dewatering would be involved to maintain the excavations in a relatively dry condition. Lowering the groundwater results in an increase in the effective stress of soil above the groundwater and, in some cases, can result in soil settlement. Estimates of the magnitude of potential settlement related to dewatering should be made prior to site excavation, and mitigation recommendations should be implemented, as needed. The potential impacts of settlement related to construction dewatering can be made less than significant with incorporation of appropriate mitigation methods. Mitigation methods include limiting the depth of construction dewatering, installation of sheet piles and pumping from within the excavation to reduce the impacts outside the excavation, installation of monitoring wells to evaluate groundwater, monitoring adjacent areas for indications of settlement, and/or protection to settlement-sensitive structures through ground improvement or foundation underpinning (if appropriate).
- **Liquefaction mitigation and construction activities; associated ground settlement and vibration impacts.** Typical mitigation alternatives for liquefaction include supporting structures on cast-in-place pile foundations or driven pre-cast piles that extend through the liquefiable zones into competent material. Alternatively, densification of the liquefiable soils using vibro-displacement stone columns or compaction grouting would mitigate the liquefaction hazard, and the new structures could then be supported on shallow foundation systems. From a geotechnical engineering perspective, each of these alternative methods are considered feasible, and would reduce the liquefaction hazard impact to less than significant levels.

However, construction activities to mitigate the potential liquefaction hazard for the Project and installation of pile foundations could pose additional site impacts. Depending on the type of liquefaction hazard mitigation and pile foundations selected, construction-related vibrations could impact surrounding properties. In addition, excavations may include shoring systems, which could involve the use of driven sheet piles. The installation of driven piles or vibro-displacement stone columns for liquefaction mitigation, and installation shoring systems (such as sheet piles) involves construction vibrations, which can result in disturbance to people and/or ground settlement.

Sensitive receptors (people and structures) located near the Project could be impacted by vibrations and ground settlement. However, the impacts of vibrations and ground settlement to surrounding improvements due to construction activities at the project site will be reduced to less than significant levels with incorporation of mitigation techniques.

In order to mitigate the potential impacts due to vibrations during the construction phase of the Project, sensitive receptors (people and structures) near the Project should be evaluated with regard to potential vibration-related impacts. If vibrations

would impact the receptors, mitigation techniques should be developed as part of the Final EIR and implemented at the appropriate time. Mitigation techniques to reduce the impacts of vibrations to less than significant levels include avoiding vibratory types of construction, limiting vibratory types of construction to specified distances from sensitive offsite receptors, monitoring vibration and settlement during construction, and/or protecting sensitive improvements from excessive settlement by ground stabilization or foundation underpinning.

Monitoring methods include installation of ground survey points around the outside of excavations to monitor settlement and/or placing monitoring points on nearby structures or surfaces to monitor performance of the structures. In general, acceptable levels of settlement would be ½ inch or less in non-building areas, and ¼ inch or less for building areas. If monitored movement is unacceptable to surrounding improvements during the course of construction, the work should stop and the contractor's methods should be reviewed and changes made, as appropriate; and alternative methods of settlement reduction should be implemented by the contractor.

The City requests that the Final EIR address this issue and include these mitigation measures to reduce potential impacts in the Final EIR.

Section 3.11, Paleontology

Section 3.11 of the Draft EIR/EIS should elaborate on the various excavation activities and associated maximum depths below surface, for the different expected types of project construction. Only one excavation activity is mentioned in any detail: highway bridge excavations for pile caps up to 15 feet in depth. Without more detail about the extent and depth of excavation associated with a wider range of structures, the assessment of impacts on paleontological resources in areas of high sensitivity is inconclusive.

In the *Paleontological Resources Identification and Evaluation Report* provided in Volume I of the Technical Studies, Table B on page 26 identifies the Capistrano Formation as possessing high paleontological sensitivity, but the locales along the freeway alignment within the Area of Potential Disturbance (APD) where this formation or rock unit crops out at the surface, or is subject to interception during grading and excavation, are not discussed. Without this information, impacts on paleontological resources, including within the City of Commerce, cannot be conclusively determined.

In the *Paleontological Resources Identification and Evaluation Report* provided in Volume I of the Technical Studies, one sentence is provided to describe the pedestrian surveys conducted along the freeway alignment within the Area of Potential Disturbance (APD). Some additional detail should be provided, including some indication of whether and where any fossils were recovered, and the associated rock units.

Section 3.13, Air Quality/Greenhouse Gases

Significant Impact Not Fully Mitigated. The air quality analysis in the Draft EIR/EIS analyzed construction impacts on a regional basis for the project as a whole, and for construction of the maximum single segment. The DEIR/DEIS estimates that the entire corridor would take 8 to 15

years to complete, with activity in any one segment lasting up to four years. Daily emissions would, on a worst-case overlapping day, exceed thresholds for all criteria air pollutants. For the maximum single segment only NOx emissions would exceed the threshold, and are estimated to be approximately three times the applicable CEQA threshold. The Draft EIR/EIS does not contain specific mitigation measures to address the significant and unavoidable NOx impact. The City feels it is appropriate for Caltrans to adopt Metro's Green Construction Policy for this project and to modify the mitigation measures to mandate that construction contractors use the cleanest off- and on-road equipment and trucks available. The City requests that additional measures be included in the Final EIR to control or reduce NOx emissions.

Significant Impact Not Fully Mitigated. The air quality analysis in the Draft EIR/EIS, page 3.13-55, determined that fine particulate matter (PM2.5) concentrations from operation of the proposed Project would exceed the SCAQMD Localized Significance Threshold (LST) at various areas within 50 meters of the corridor compared to the existing 2008 baseline and within 100 meters compared to Alternative 1 (2035 No Build). It is stated that the impact is primarily the result of the entrained dust modeling using the USEPA method. Nonetheless, when compared to Alternative 1, Figures 4.36, 4.37, and 4.38 in Appendix R of the Draft EIR/EIS indicate that the potential for sensitive receptors to experience high levels of PM2.5 extends into residential areas, in particular the ABC/Ayers and Northwest neighborhoods in the City of Commerce. The City requests that a mitigation measure be provided requiring Caltrans to provide a refined quantitative localized impact assessment focused on long-term operational air quality impacts to neighborhoods in the vicinity of the main roadway and relocated on- and off-ramps. Based on the localized impact assessment or real-world monitoring data (made possible through mitigation measure AQ-1), if unacceptable impacts occur, the City requests that Caltrans be responsible for long-term enhanced street sweeping, providing upgrades to residential heating, ventilation, and air conditioning (HVAC) units and air filtration systems for impacted residential receptors, and other appropriate mitigation or avoidance strategies. The City further requests that mitigation or avoidance strategies be included as part of an "Air Quality Community Protection Plan," which is a component of the recommended Community Benefits Agreement between Commerce and Caltrans, discussed in Section 4 of this comment letter.

Significant Impact Not Fully Mitigated. The air quality analysis in the Draft EIR/EIS analyzed construction impacts adequately on a regional basis for the project as a whole, and for the maximum single segment. The DEIR/DEIS estimates that the entire corridor would take 8 to 15 years to complete, with activity in any one segment lasting up to four years. Worst case daily emissions of NOx are estimated to be approximately three times the applicable CEQA threshold and particulate matter (PM) emissions approximately one half of the CEQA thresholds for the single segment. Given that a vast amount of improvements are planned at the northern terminus of the corridor, including major reconfiguration of on- and off-ramps, it is likely that the City of Commerce would experience some of the most intensive construction activity for the longest period of time. Therefore, a mitigation measure should be added that specifies that, prior to the final selection of an Alternative and design options, Caltrans shall be required to provide a focused assessment on localized construction impacts. This focused analysis should include a discussion of potential near roadway impacts from construction based on the SCAQMD LST methodology and should identify potential sensitive receptor areas that could experience localized construction air quality impacts in excess of the standards. This assessment should include emissions from proposed rock crushing and cement plants, if plans include potentially locating these in Commerce. In addition, Caltrans should include a requirement for an "Air Quality Community Protection Plan"

(discussed in detail as part of a CBA below) that includes provisions to temporarily relocate impacted residents, provide upgrades to residential air filtration systems, and provide a community liaison that is available to investigate and address air quality issues in the affected community.

Clarification Needed. In the Air Quality and Health Risk Assessments Technical Study (February 2012), on page ES-1, the second to the last bullet point states that “PM2.5-related morbidity and mortality health risks would generally decrease relative to the 2008 baseline; the exceptions would be some locations within 100 m to 300 m of the I-710 freeway and/or freight corridor, which generally would not have people present.” This appears to be inconsistent with page 3.13-55 in Section 3.13, Air Quality, of the Draft EIR/EIS, which states that impacts would be limited to 50 and 100 meters compared to the existing 2008 baseline and Alternative 1, respectively. The City is therefore unsure which set of numbers are correct. Figures 4.36, 4.37, and 4.38 in the Technical Study indicate that several of the modeled receptor points are expected to experience exceedances of the SCAQMD LST for PM2.5, extending into residential areas, in particular the ABC/Ayers and Northwest neighborhoods in the City of Commerce. The final EIR/EIS should state that impacts to these neighborhoods would exceed the threshold and would be significant. The City requests that mitigation measures, such as but not limited to enhanced filtration, be required for those residences in the most severely impacted neighborhoods.

Potential Impact Not Studied. Under Alternatives 5A, 6A, 6B, and 6C, vehicle miles traveled (and truck trips) on the I-710 would increase over Alternative 1 (No Build). However, the analysis upon which the Draft EIR/EIS relies does not discuss the potential for increased truck queuing on local roadways in the vicinity of the rail yards in the City of Commerce, which already experiences issues related to trucks queuing on the roadways in the vicinity of Washington Boulevard and Atlantic Boulevard. Increased truck queuing could result in greater diesel particulate matter emissions, which is a human carcinogen. Furthermore, because the potential increase in idling could occur on local roadways, Alternatives 6B, 6C and the Zero Emissions Extension (ZEE) option would not reduce these impacts because the catenary system would not extend to the affected roadways. The City requests that this impact be analyzed and, if warranted, appropriate mitigation measures included in the Final EIR/EIS, including but not limited to the development of an off-street dedicated truck staging yard and enhanced enforcement of current anti-idling regulations.

Minor Error. The numbering of tables skips from 3.13-15 to 3.13-20. The City requests that this error be corrected.

Clarification Needed. It is noted that on August 10, 2012, Caltrans issued an erratum stating that the portion of the sub-section 3.13.3.2 on “Public Health Considerations” starting with the first paragraph and continuing to the subheading “PM Mortality and Morbidity” and including Table 3.13-29 is moved to Chapter 4.0, California Environmental Quality Act Evaluation at the end of Section 4.2.4.1 “Air Quality” on page 4-41. The City requests that the CEQA analysis should also refer to and include all discussion related to impacts compared to the 2008 CEQA baseline and delete any analysis of the 2035 NEPA baseline (Alternative 1).

Clarification Needed. On page 4-88 in Section 4.0, California Environmental Quality Act Evaluation, the following mitigation measure is proposed: “The project would incorporate the use of energy-efficient lighting, such as light-emitting diode (LED) traffic signals.” The mitigation measures suggests that the project would include new and/or replacement lighting and traffic signals. It is unclear if GHG emissions from lighting and traffic signals were taken into account; please

indicate whether this is the case. The City requests that a brief statement in the analysis should be included regarding energy consumption related to lighting and traffic signals. This information will help to inform decision makers and stakeholders of the relative benefit of the mitigation measure mentioned above.

Clarification Needed. On page 67 in the Air Quality and Health Risk Assessments Technical Study (February 2012), Subsection 5.6, there appears to be a numerical discrepancy with the GHG emissions reported in the text and in Table 5.6 compared to the GHG emissions reported in Section 4.0, California Environmental Quality Act Evaluation (Subsection 4.3, Climate Change), Table 4.3-3a and Table 4.3-3b. The City requests that the following discrepancies be corrected:

- Page 67 of the Technical Study states that “GHG emissions for the 2035 alternatives compared to 2008 are all approximately 22,000,000 tonnes CO₂e/year higher than the existing baseline...” However, in Section 4.0, California Environmental Quality Act Evaluation (Subsection 4.3, Climate Change), the total incremental CO₂e emissions for all alternatives compared to the existing baseline, as shown in Table 4.3-3a, appear to be closer to 20,000,000 tonnes CO₂e/year. It is unclear which values are correct; please correct this discrepancy.
- Table 5.6 of the Technical Study shows the total incremental CO₂e emissions for Alternatives 6A, 6B, and 6C compared to Alternative 1 (No Build) as -120,000, 600,000, and -490,000, respectively. However, Table 4.3-3b shows the total incremental CO₂e emissions for Alternatives 6A, 6B, and 6C compared to Alternative 1 (No Build) as -130,000, -487,000, and -393,000, respectively. It is unclear which values are correct. These discrepancies should be corrected. This discrepancy also applies to Table ES-7 of the Technical Study; please address this as well.

Section 3.14, Noise

Potential Nighttime Noise Impacts not Evaluated or Mitigated. The Draft EIR/EIS failed to analyze construction noise impacts during the nighttime hours. Nighttime noise is especially problematic for three reasons: 1) an introduced source of noise, such as heavy duty construction equipment, is more noticeable when ambient levels are low; 2) more residents are at home in the evening and are more likely than industrial receptors to have their windows open or enjoying the outdoors, and 3) nighttime noise can cause sleep disturbances. For example, the City of Commerce Noise Standards state that exterior noise should not exceed the following limits: 55 dBA during daytime (7 am to 7pm), 50 dBA during evening (7 pm to 10 pm), and 45 dBA during nighttime (10 pm to 7 am). Nighttime construction is a normal occurrence with large infrastructure projects such as this. However, the draft EIR/EIS does not establish a threshold(s) specific to nighttime hours and fails to qualitatively or quantitatively assess potential impacts. A court case in Berkeley, California (*Berkeley Keep Jets Over the Bay Com. v. Board of Port Comrs. of Oakland, 2001*), raised concerns from interior sound exposure levels (SELs) in excess of 65 dBA, which according to the Federal Interagency Committee on Aviation noise (FICAN), would result in 5 percent of a population to be awakened. Thus, the City requests that a mitigation measure be added in the Final EIR that establishes a “Noise Community Protection Plan,” that includes provisions for a community liaison that is available to investigate and address noise issues in the affected community, mandatory sound walls/blankets, and construction-period monitoring, and may include strategies such as temporary relocation of severely impacted residents, and/or providing permanent upgrades to residences (i.e.,

new window systems and other noise dampening strategies). Furthermore, we request that the Plan be incorporated into the City's requested Community Benefits Agreement between Commerce and Caltrans, which is discussed in Section 4.0 of this Comment Letter.

Section 3.15, Energy

Section 3.15, Energy, does not include a discussion of energy consumption related to lighting traffic signals. On page 3.15-3, mitigation measure E-3 states that “[p]rior to completion of final design, Caltrans shall prepare an area lighting plan to identify lighting fixtures that are energy efficient and to identify placement of individual lighting fixtures used for roadway lighting that will provide safety lights for pedestrians and motorists.” In addition, on page 4-88 in Section 4.0, California Environmental Quality Act Evaluation, the following mitigation measure is proposed: “The project would incorporate the use of energy-efficient lighting, such as light-emitting diode (LED) traffic signals.” These mitigation measures suggest that the project would include new and/or replacement lighting and traffic signals, to be provided by Caltrans. A brief statement should be included in the analysis regarding energy consumption related to lighting and traffic signals. This information will help to inform decision makers and stakeholders of the relative benefit of the mitigation measures

Sections 3.16 to 3.21, Biological Resources

CEQA Section 3.18.2 – Affected Environment. Focused surveys were conducted in 2009 for special-status plant species. Generally surveys are only valid for one year. The project surveys are three years old. It is recommended that the surveys should be repeated.

CEQA Section 3.19.2.1 – Special-Status Animal Species Requiring Surveys. Focused surveys were conducted in 2009 for burrowing owl and special-status bat species. Generally surveys are only valid for one year. The project surveys are three years old. It is recommended that the surveys should be repeated.

CEQA Section 3.24.1.1 – Highway Improvement Process: Pre-Construction Activities. A bullet should be added to this section as follows: “Conduct nesting bird surveys and/or any other pre-construction surveys specified in the mitigation measures, as necessary.”

Section 3.24, Construction

Mitigation Measure CON-3 – Traffic Management Plans. This mitigation measure does not require the Traffic Management Plans (TMPs) to identify construction staging areas. The City of Commerce requests that construction staging be included in Mitigation Measure CON-3 in the Final EIR/EIS, especially in light of the three Design Options that are proposed within Commerce City limits.

4. COMMUNITY BENEFITS AGREEMENT (CBA)

In light of the disproportionate localized impacts of the project on the City of Commerce, the City of requests that Caltrans and its partner agencies in the proposed I-710 Corridor Project jointly, with the City of Commerce, execute and enter into a Community Benefits Agreement (CBA) intended to minimize to the maximum extent possible the adverse impacts of the project in City residents, commercial businesses, and industry.

This section provides the basic framework of specific requests the City believes are warranted to be included in a CBA and intends to seek. The CBA should contain commitments to strategies, practices, goals, and targets which are expected to result in real and quantifiable reductions or avoidance of the negative impacts to Community, Traffic, Air Quality, and Noise predicted. The detailed requirements of the CBA, to be negotiated, are intended to directly benefit the most severely impacted sensitive receptors in the City of Commerce.

Community Impacts. The City requests that Caltrans work closely with the City to develop Last Resort Housing within the City of Commerce and commit to the relocation of all displaced residents within the City of Commerce.

In view of the lack of comparable existing housing within the City of Commerce, the likely inadequacy of Caltrans's standard relocation stipends for potentially displaced residents, and the likely lack of sufficient financial resources on the part of those residents to afford replacement housing at current market prices, we further request that Caltrans address the following, at a minimum, for any resident relocation:

- The provision of, or the provision of funding to, study and identify opportunities to replace in kind all residential, commercial, industrial, or other properties permanently displaced as a result of the proposed Project.
- The provision of, or the provision of funding to construct, one-for-one replacement housing for every dwelling unit to be removed as the result of the project, including single-family homes, townhomes, duplexes, condominium, and rental apartments.
- Creative solutions to the siting and design of comparable replacement housing within the City of Commerce, in a manner that improves the quality of life for displaced residents
- The provision by Caltrans, as soon as is feasible, of a clear timeline for proposed property acquisition and resident relocation, to minimize uncertainty for affected residents and allow for advance planning
- The provision of a relocation liaison to coordinate issues with and for the citizens and business owners of Commerce.
- The provision of funds for moving expenses, and assistance with other moving-related circumstances (e.g., address changes, notification of employers for time off if needed, etc.)
- Reimbursement to residents of documented home improvement expenses incurred within the five years prior to Caltrans acquisition of properties
- Special assistance for elderly and/or disabled residents, including but not limited to counseling
- Funding assistance for first-time home buyers

- Subsidies/waivers for increased property taxes associated with new residences
- Subsidies for increased living expenses associated with new residences
- Consideration for other marginalized populations that may be affected by relocation

No description is provided in the Draft EIR/EIS of how Caltrans intends to “prioritize efforts” to relocate businesses within the same City. Without a detailed plan, this measure is not a sufficient measure to mitigate the displacement-related employment impacts. The City requests that Caltrans provide a detailed plan to show how it will prioritize efforts to relocate business within the City of Commerce and that this plan be incorporated into the Community Benefits Agreement.

The Community Benefits Agreement should include policies to promote the impacted community and local economy by identifying purchasing, hiring and contracting opportunities; encouraging local enterprises to make bids and proposals for project contracts; prioritizing opportunities for local suppliers and vendors; and promoting the hiring of City of Commerce residents. Caltrans should develop a targeted local hiring plan to facilitate outreach to local businesses seeking contracting and procurement opportunities, as well as local residents seeking construction jobs, particularly in light of the fact that Commerce has the highest unemployment rate (22 percent) of any city or community in the project study area, as stated in the Draft EIR/EIS’s Community Impact Assessment Technical Study (Table 3.3-7). The City requests that these outreach efforts are coordinated with the City to ensure that adequate opportunities for local involvement are made available for the duration of the Project’s construction period.

Traffic. The City of Commerce currently experiences traffic-related impacts from truck queuing on local roadways, particularly on Washington Boulevard and Atlantic Boulevard. The freeway improvement project presents an opportunity for the City and Caltrans to work cooperatively to address the City’s desire to create storage or staging yard for short-term truck parking before or after those vehicles access the UPRR or BNSF railyards. Currently this activity occurs on some City streets and leads to localized congestion, particularly on Washington Boulevard, on Atlantic Boulevard and on Sheila Street. With the projected increase in throughput at the railyards, this phenomenon is expected to increase. A staging yard should be located relatively near to the railyards and because they operate 24 hours per day, 365 days per year, it should not be located near any residences or noise-sensitive uses. One option the City has considered in the past is to widen Sheila Street. The City requests that Caltrans assist the City in identifying other potential solutions and, ultimately, contribute to the cost of what the City chooses to implement. This request is not made in connection with a specific impact identified in the draft EIR/EIS but rather is suggested as a candidate for inclusion in a Community Benefits Agreement between the City and Caltrans.

Arterial Roadway Maintenance in Proximity to Rail Yards. In view of considerable increase in truck traffic anticipated as the result of the project on Washington Boulevard, Atlantic Boulevard, Bandini Boulevard, and possibly other City roadways such as Sheila Street, the City requests that Caltrans establish funds to assist the City with the maintenance of these roadways in perpetuity. This will benefit the rail yards, truck operators traveling between the port complex and the rail yards, City businesses and industry, and City residents and visitors.

Air Quality. The City of Commerce would experience localized air quality-related impacts from PM_{2.5} to sensitive receptors within 50 meters of the corridor compared to the existing 2008 baseline and within 100 meters compared to Alternative 1 (2035 No Build). The impact is related to fugitive dust as well as exhaust emissions. Impact areas include the ABC/Ayers and Northwest neighborhoods in the City of Commerce. The City of Commerce may also be subjected to adverse localized impacts during construction, pursuant to the findings of a construction localized significance threshold analysis using the SCAQMD's LST methodology. The CBA shall provide for an Air Quality Community Protection Plan that requires Caltrans to implement short term and long-term air quality protection measures that will reduce or avoid these impacts. The air quality protection measures should include the following:

- Adopt and adhere to Metro's Green Construction Policy for this project
- Provide enhanced street sweeping for impacted streets and neighborhoods using low-emission alternative-fueled or zero-emission street sweepers;
- Provide upgrades to residential air filtration systems and the installation of new or upgraded HVAC systems for impacted residential receptors;
- Provide funds or subsidies for increased water usage by impacted residential receptors during construction in Commerce, to allow for regular washing of outdoor surfaces, vegetation, and furnishings as a means of dust reduction
- Provide for the temporary relocation of severely impacted residents during the most intense construction activities;
- Provide a community liaison that is available to investigate and address construction-related air quality issues in the affected community;
- Other appropriate mitigation or avoidance strategies.

Noise. Given that construction is expected to occur during the nighttime hours and that the City of Commerce is anticipated to experience the most intense construction activity, residents within the City of Commerce would be subjected to adverse construction noise levels during the nighttime hours that would potentially cause sleep disturbances. The CBA shall provide for a Noise Community Protection Plan that requires Caltrans to implement short-term noise protection measures that will reduce or avoid these impacts. The noise protection measures shall include the following:

- Provide mandatory sound walls/blankets;
- Provide construction-period noise monitoring;
- Provide for the temporary relocation of severely impacted residents during the most intense construction activities;
- Provide permanent upgrades to residences (i.e., new window systems and other noise dampening strategies);

- Provide funds or subsidies for increased water usage by impacted residential receptors during construction in Commerce, to allow for regular washing of outdoor surfaces, vegetation, and furnishings as a means of dust reduction
- Provide a community liaison that is available to investigate and address construction-related noise issues in the affected community;
- Other appropriate mitigation or avoidance strategies.

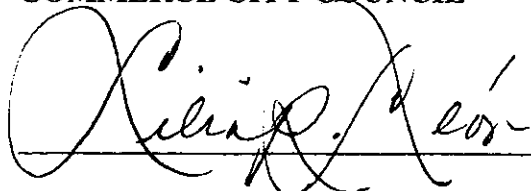
Recreational Improvements for Displaced Park Patrons. Project construction will take place for an extended period of time in close proximity to, and for a period of time within, Bandini Park in the northwest part of the City. The City anticipates that construction will reduce the usability of the park by sports leagues and recreational users during this time. The City therefore requests that Caltrans conduct a study of the localized impacts on parks and recreational amenities within the City, and provide funds for improvements at other parks that may be required to host more teams and events. This may include the installation of nighttime lighting if a larger number of teams are required to use the same field, the construction of new recreational amenities (playing fields, bleachers, parking, etc.) at other parks to allow for more intensive use, and other measures.

Graffiti/Tagging Deterrents Incorporated into Freeway Soundwall Design. In light of the potential for proposed new freeway sound walls and retaining walls to be targets for graffiti and tagging, and the associated visual impact as well as the substantial costs that are borne by cities to eliminate graffiti/tagging after the fact, the City requests that preventative features be implemented and/or measures be taken to reduce such opportunities, and that Caltrans consult with the City concerning such features or measures during the project's design stage. Preventative features and measures may include, but may not be not limited to, the planting of ivy or other vines on sound walls, the landscaping of freeway rights of way with mature trees and shrubs to prevent access to freeway sound or retaining walls, and the use of decorative masonry surface treatments on these walls, and the establishment of funds for ongoing maintenance by the City of graffiti or tagging on these walls.

The City sincerely appreciates this opportunity to provide comments on the Draft EIR/EIR, and looks forward to continued cooperation from Caltrans as this project progresses and the Final EIR is prepared. Please contact Alex Hamilton, Assistant Director, Community Development Department, at alexh@ci.commerce.ca.us or (323) 722-4805 ext 2330, or Jorge Rifa, City Administrator, at jrifa@ci.commerce.ca.us or (323) 722-4805, with any questions.

Sincerely,

COMMERCE CITY COUNCIL



Honorable Lilia R. Leon, Mayor of the City of Commerce

Attachment 1:

Purchasing Power Loss from I-710 Relocations

Exhibit 1

Purchasing Power Loss from I-710 Relocations

Purchasing Power Calculation	Alternatives 6A/B/C			Sources
	Design Option 1	Design Option 2	Design Option 3	
Total Residential Unit Loss	111	38	32	Draft EIR
Average Household Income	\$51,208	\$51,208	\$51,208	ESRI, 2011 Income and Demographic Profile
Total Project Gross Hhld. Income	\$5,684,088	\$1,945,904	\$1,638,656	
Total From Occupied Units	\$5,399,884	\$1,848,608.80	\$1,556,723.20	95%
Annual Hhld. Spending/Total Hhld. Income	86.52%	86.52%	86.52%	ESRI, 2011 Retail Goods and Services Expenditures
Annual Hhld. Spending	\$4,671,981	\$1,599,417	\$1,346,877	
Total Taxable Spending/Total Spending	33.41%	33.41%	33.41%	ESRI, 2011 Retail Goods and Services Expenditures
Total Annual Taxable Spending	\$1,560,909	\$534,365	\$449,992	
Total Annual Taxable Spending in Commerce	57.47%	57.47%	57.47%	HR&A (see below)
Purchasing Power Loss	-\$897,033	-\$307,092	-\$258,604	

Derivation of Taxable Spending as Percentage of Household Income

Hhld. Spending Category	Amount	Percent	% of Household	
			Purchases in City of Commerce	Taxable Purchases in City of Commerce
Hhld. Income Before Taxes	\$51,208			
Annual Consumer Expenditures	\$44,305			
Hhld. Expenditures/Income Before Taxes	86.52%			
Food Away from Home	\$2,440	5.51%	50%	\$1,220
Alcoholic Beverages	\$418	0.94%	95%	\$397
Household Furnishings & Equipment	\$928	2.10%	50%	\$464
Housekeeping Supplies	\$501	1.13%	50%	\$250
Apparel & Services	\$1,278	2.88%	50%	\$639
Transportation	\$6,090	13.75%	50%	\$3,045
Entertainment (less Fees & Admissions)	\$1,890	4.27%	75%	\$1,418
Personal Care Products & Services	\$312	0.70%	95%	\$296
Tobacco Products	\$236	0.53%	95%	\$224
Reading	\$105	0.24%	95%	\$100
Miscellaneous	\$604	1.36%	75%	\$453
Subtotal Taxable	\$14,802	33.41%		\$8,507
				57.5%

Source: ESRI; HR&A, Advisors Inc.

Attachment 2:

**Geotechnical Review
I-710 Corridor Project**

components of the previous alternatives. The general aspects of the alternatives presented in the Executive Summary and Alternatives section of the DEIR/DEIS are summarized below:

- Alternative 5A includes widening of the freeway to five general-purpose lanes in each direction, modernization of freeway and arterial interchanges, and modifications of freeway access.
- Alternative 6A adds two dedicated truck lanes in each direction, on new elevated structures and at grade depending on location.
- Alternative 6B assumes use of dedicated lanes by zero-emission trucks with automated control systems. This alternative would be built to accommodate eventual conversion to maglev.
- Alternative 6C assumes dedicated truck lanes would be toll use.

There are also three design options (Design Options 1, 2 and 3) proposed which apply to Alternatives 6A, 6B, and 6C and pertain to the portion of the I-710 between Slauson Boulevard in the City of Commerce and the I-710/I-5 interchange. The general aspects of the design options presented in the Executive Summary and Appendix O of the DEIR/DEIS are summarized below:

- Design Option 1 applies to Alternatives 6A/B/C and provides freeway access to/from Washington Boulevard via three ramp intersections.
- Design Option 2 applies to Alternatives 6A/B/C and provides freeway access to/from Washington Boulevard via two ramp intersections.
- Design Option 3 applies to Alternative 6B and relocates access to/from the freeway at Washington Boulevard. The existing ramps would be replaced with extended "freight corridor ramps" that would be built at Oak Street and Indiana Street, near the rail yards in the City of Commerce.

Based on our general understanding of the design options in the City of Commerce, structures for the Project will include at-grade roadway construction, bridges, and elevated lanes supported on pile foundations and retaining walls.

GEOTECHNICAL CONDITIONS

The following sections present a summary of the geotechnical conditions, potential impacts, significance findings and mitigation recommendations pertaining to the Project within the City of

Commerce based on our review of the referenced geotechnical study and referenced sections of the DEIR/DEIS. The documents reviewed do not specifically address potential impacts within the City of Commerce. However, generalizations are made regarding the northern end of the project corridor where the City of Commerce is located. These generalizations are included in the following sections. Where appropriate, supplemental comments are presented based on our review of referenced geotechnical background documents.

Site Geology

The geotechnical study by URS and Section 3.10 of the DEIR/DEIS indicate that the Project corridor is underlain by sandy alluvial soils containing silts, clays and gravel. The geologic map presented in Figure 2 of the URS report indicates that the Project corridor in the City of Commerce is underlain by unconsolidated alluvial floodplain deposits of silt, sand and gravel. The URS report states that the alluvial sediments underlying the Project are generally denser/harder in the northern part of the corridor (where the City of Commerce is located).

Groundwater

The URS report indicates that groundwater levels from Slauson Avenue to the north end of the Project corridor within the City of Commerce are generally more than 45 feet below the ground surface. Section 3.10 of the DEIR/DEIS generally indicates that groundwater deepens in the north part of the Project study area. The DEIR/DEIS states that groundwater levels in the Project vicinity are influenced by seasonal fluctuations, and that fluctuations in groundwater levels due to water district practices and long-term climatic conditions may lead to future changes in the water levels.

Surface Fault Rupture

Based on the information presented in the DEIR/DEIS and URS report, there are no active faults known to cross the Project corridor within the City of Commerce, and the Project corridor within the City of Commerce is not located in a State of California Earthquake Fault Zone.

Seismic Ground Shaking

The DEIR/DEIS and URS report indicate that the Project corridor will be subject to seismic shaking that could be damaging to bridges and other structures and, therefore, would influence the seismic design of the Project. The documents indicate that the Puente Hills and Upper Elysian Park blind thrust faults are located to the south and north of the City of Commerce, respectively; and are capable of generating maximum credible earthquake moment magnitudes of 7.3 and 6.4, respectively, using the Caltrans ARS online tool. The URS report indicates that the generalized peak ground acceleration from Slauson Avenue to Noakes Street in the City of Commerce ranges from 0.65 to 0.70g.

The DEIR/DEIS recommends that Project facilities can be designed to accommodate the expected ground accelerations through compliance with applicable building and seismic codes and, as a result, the potential for structural damage can be substantially reduced through seismic engineering design.

Liquefaction

According to Seismic Hazards Zones Maps published by the State of California (California Department of Conservation, Division of Mines and Geology [CDMG], 1999a and 1999b), the Project corridor within the City of Commerce roughly from Randolph Street to Slauson Avenue is located within an area considered susceptible to liquefaction. The maps indicate that the portion of the Project corridor from the rail yards to I-5 in the City of Commerce is not located in a State liquefaction hazard zone.

The DEIR/DEIS and URS report indicate that an approximately 0.8 mile portion of the Project corridor (roughly from the rail yards to I-5 within the City of Commerce) is not located in a State liquefaction hazard zone, and has a low potential for liquefaction. The DEIR/DEIS and URS report indicate that the portion of the Project corridor in the City of Commerce roughly from Randolph Street to Slauson Avenue is in an area considered to have a moderate potential for liquefaction.

The DEIR/DEIS states that when liquefaction occurs, the strength of soil decreases and the ability of soil to support bridge foundations are reduced; and liquefied soils can exert pressure on retaining walls, which can cause them to tilt or slide. The URS report states that the potential effects of liquefaction include reduction of vertical and lateral capacity, seismic settlement of soils and resulting downdrag loads on buried structures, additional lateral loads due to lateral spreading, instability and movement due to lateral spreading.

The DEIR/DEIS recommends that impacts to the facilities and structure due to liquefaction and seismically induced settlement can be substantially reduced based on design and construction, consistent with the recommendations of the detailed geotechnical investigations prepared during final design.

Collapsible Soils

The DEIR/DEIS and URS report indicate that it is not known whether collapsible soils are present in the Project corridor, since laboratory data were not available for the Project. However, the documents state that the Project area is not known to have collapsible soils. The URS report states that issues of bearing capacity, stability and settlement will be less in the north part of the project than in the south. The URS report recommends that site-specific laboratory testing should be performed for collapse potential during the subsurface investigation phase of the project.

Expansive Soils

The DEIR/DEIS and URS report indicate that laboratory data were not available for the Project regarding the expansion potential of site soils; however, based on data from existing bridges for sites along the Project corridor, the soils generally consist of coarse-grained materials that are not highly expansive, but some fine-grained soils susceptible to high degrees of expansion do exist. The URS report recommends that site-specific laboratory testing be performed for collapse potential during the subsurface investigation phase of the project.

Subsidence

Section 3.10 of the DEIR/DEIS does not address the issue of subsidence. The URS report indicates that historic subsidence was documented in areas of Long Beach at the southern end of the Project corridor, and that the subsidence was successfully arrested in the late 1960s. The URS report and our review of background information do not indicate that historic subsidence occurred in the north part of the Project corridor in the City of Commerce.

Landslides and Earthquake-Induced Slope Instability

The DEIR/DEIS indicates that with the exception of the freeway embankments and embankments and levees of the Los Angeles river, the topography of the Project corridor is relatively flat with no natural slopes. The DEIR/DEIS states that earthquake-induced slope instability is not a major factor in the design and construction of the Project, except in areas where there is a potential for liquefaction. The URS report indicates that earthquake-induced slope instability associated with liquefaction and lateral spreading is an issue in areas of moderate or high liquefaction potential and near slopes such as the Los Angeles river embankments. Based on our background review, the Project corridor is adjacent to the Los Angeles river roughly between Randolph Street and Slauson Avenue in the south part of the City of Commerce. Further, this portion of the City of Commerce is located in an area indicated in the URS report to have a moderate liquefaction potential. The URS report recommends that detailed site-specific data and analyses are needed to address this issue and should be performed during project design.

CONCLUSIONS

Our evaluation included review of published geologic and seismic data, review of the referenced URS report, and review of the referenced sections of the DEIR/DEIS document. In general, it is our opinion that these documents have appropriately addressed the primary geotechnical impacts per CEQA/NEPA guidelines. However, the potential impacts and possible mitigation recommendations of some geotechnical issues not on the CEQA checklist are not addressed in the DEIR/DEIS and URS report. Therefore, we have addressed other issues that, in our opinion, may

impact the City of Commerce and present a discussion of these issues in the following section of this report.

The primary mitigation measure included in the DEIR/DEIS (GEO-1) indicates that *“Prior to completion of final design, Caltrans will prepare a design-level geotechnical report. This report will document soil-related constraints and hazards such as slope instability, settlement, liquefaction or related secondary seismic impacts that may be present. The report shall also include: Evaluation of expansive soils and recommendations regarding construction procedures and/or design criteria to minimize the effect of these soils on development of the project; Identification of potential liquefiable areas within the project limits and recommendations for mitigation; Demonstration that the design of all proposed retaining walls is geotechnically suitable for project area soils.”* Typically, site-specific geotechnical impacts and recommendations are generalized at the DEIR/DEIS stage of a project, and are addressed in detail at the design stage. Therefore, it is our opinion that this mitigation measure is an appropriate recommendation to address the potential geotechnical impacts related to construction of the project.

Based on our background review, the three design options that are proposed in the City of Commerce in the vicinity of Washington Boulevard and the I-710 (Design Options 1, 2 and 3) will be constructed within a similar geologic environment with generally similar subsurface conditions. Therefore, in our opinion, the geotechnical impacts of the proposed design options would be dependent on the type and amount of construction performed for each option, and will generally not be dependent on the location of the constructed improvements.

ADDITIONAL GEOTECHNICAL CONSIDERATIONS

Based on our review of geotechnical background information, the URS report, and the DEIR/DEIS, we have prepared the following assessment of potential impacts and mitigation methods for the Project corridor within the City of Commerce.

The geotechnical study for the project by URS discusses potential foundation options for bridges and retaining walls for the project. The study recommends that the selection of bridge foundation alternatives will be based on foundation loading and site-specific conditions, and the design will

be based on site-specific geotechnical evaluation. Various options for retaining walls and associated foundation alternatives are presented in the geotechnical study. However, the potential impacts of the various design alternatives are not addressed in the URS report, nor are they addressed in Section 3.10 of the DEIR/DEIS. Construction activities for the Project corridor could pose additional impacts to properties in the City of Commerce and are addressed in the following sections.

Soil Erosion

Soil erosion refers to the process by which soil or earth material is loosened or dissolved and removed from its original location. Erosion can occur by varying processes and can occur in the project area where bare soil is exposed to wind or moving water (both rainfall and surface runoff). The processes of erosion are generally a function of material type, terrain steepness, rainfall or irrigation levels, surface drainage conditions, and general land uses. Construction of the Project would result in ground surface disruption during demolition, excavation, grading, and trenching that would create the potential for erosion to occur. However, with incorporation of appropriate mitigation methods, potential soil erosion can have a less than significant impact.

To mitigate potential erosion at the Project site, a Storm Water Pollution Prevention Program (SWPPP) incorporating Best Management Practices (BMPs) for erosion management should be implemented prior to the start of construction. In addition, the topographic gradients at the project site are relatively gentle. The site would be covered with hardscape and landscape improvements following construction, and the impact of long-term erosion would be less than significant.

With the implementation of BMPs incorporated in the project SWPPP during construction, water- and wind-related soil erosion can be limited and managed within construction site boundaries. Examples of these procedures could include surface drainage measures for erosion due to water, such as the use of erosion prevention mats or geofabrics, sandbags and plastic sheeting, and temporary drainage devices. Positive surface drainage should be accommodated at project construction sites to allow surface runoff to flow away from site

improvements or areas susceptible to erosion. To reduce wind-related erosion, wetting of soil surfaces and/or covering exposed ground areas and soil stockpiles could be considered during construction operations, as appropriate. The use of soil tackifiers may be considered to reduce the potential for water- and wind-related soil erosion.

Groundwater and Construction Dewatering

The DEIR/DEIS and URS report indicate that the depth to groundwater along the Project corridor in the City of Commerce is more than 45 feet deep. Foundation excavations near this depth will encounter groundwater. Additionally, shallow perched groundwater may be encountered in excavations for the Project, and construction dewatering would be involved to maintain the excavations in a relatively dry condition. Lowering the groundwater results in an increase in the effective stress of soil above the groundwater and, in some cases, can result in soil settlement. Estimates of the magnitude of potential settlement related to dewatering should be made prior to site excavation, and mitigation recommendations should be implemented, as needed. The potential impacts of settlement related to construction dewatering can be made less than significant with incorporation of appropriate mitigation methods.

Mitigation methods include limiting the depth of construction dewatering, installation of sheet piles and pumping from within the excavation to reduce the impacts outside the excavation, installation of monitoring wells to evaluate groundwater, monitoring adjacent areas for indications of settlement, and/or protection to settlement-sensitive structures through ground improvement or foundation underpinning (if appropriate).

Liquefaction Mitigation and Construction Activities

Typical mitigation alternatives for liquefaction include supporting structures on cast-in-place pile foundations or driven pre-cast piles that extend through the liquefiable zones into competent material. Alternatively, densification of the liquefiable soils using vibro-displacement stone columns or compaction grouting would mitigate the liquefaction hazard, and the new structures could then be supported on shallow foundation systems. From a geotechnical en-

gineering perspective, each of these alternative methods are considered feasible, and would reduce the liquefaction hazard impact to less than significant levels.

However, construction activities to mitigate the potential liquefaction hazard for the Project and installation of pile foundations could pose additional site impacts. Depending on the type of liquefaction hazard mitigation and pile foundations selected, construction-related vibrations could impact surrounding properties. In addition, excavations may include shoring systems, which could involve the use of driven sheet piles. The installation of driven piles or vibro-displacement stone columns for liquefaction mitigation, and installation shoring systems (such as sheet piles) involves construction vibrations, which can result in disturbance to people and/or ground settlement.

Sensitive receptors (people and structures) located near the Project could be impacted by vibrations and ground settlement. However, the impacts of vibrations and ground settlement to surrounding improvements due to construction activities at the project site will be reduced to less than significant levels with incorporation of mitigation techniques.

In order to mitigate the potential impacts due to vibrations during the construction phase of the Project, sensitive receptors (people and structures) near the Project would be evaluated with regard to potential vibration-related impacts. If vibrations would impact the receptors, mitigation techniques shall be implemented at that time. Mitigation techniques to reduce the impacts of vibrations to less than significant levels include avoiding vibratory types of construction, limiting vibratory types of construction to specified distances from sensitive off-site receptors, monitoring vibration and settlement during construction, and/or protecting sensitive improvements from excessive settlement by ground stabilization or foundation underpinning.

Monitoring methods include installation of ground survey points around the outside of excavations to monitor settlement and/or placing monitoring points on nearby structures or surfaces to monitor performance of the structures. In general, acceptable levels of settlement would be ½ inch or less in non-building areas, and ¼ inch or less for building areas. If moni-

tored movement is unacceptable to surrounding improvements during the course of construction, the work shall stop and the contractor's methods shall be reviewed and changes made, as appropriate; and alternative methods of settlement reduction shall be implemented by the contractor.

Excavations

Based on our background review, we anticipate that the materials encountered in excavations for the Project in the City of Commerce will be comprised predominantly of unconsolidated alluvial soils with various amounts of silt, sand and gravel. We anticipate that excavations within the alluvial materials at the project site will be feasible with conventional grading equipment.

Unsupported steep excavations in the alluvial sediments for the Project may be susceptible to caving, which would be a safety hazard and could damage nearby improvements. Excavations for proposed Project improvements should be performed with care to reduce the potential for undermining or differential movement of pavements, adjacent utilities, hard-scape, buildings and other improvements located near the excavations. Shoring will be utilized in excavations for the Project to provide adequate stability. With appropriate shoring systems incorporated during construction, excavations along the Project alignment would not result in a significant impact to surrounding improvements.

We anticipate that the Project excavations will be cordoned, fenced or covered during construction operations, such that the public will not be exposed to the impacts of excavations. Construction personnel may be exposed to the impacts of excavations, and appropriate safety measures would reduce potential impacts to site personnel. Since excavations will be filled following construction, the proposed Project would not result or expose people to impacts related to excavations after construction of the Project.

Limitations


The geotechnical analyses presented in this report have been conducted in accordance with current engineering practice and the standard of care exercised by reputable geotechnical

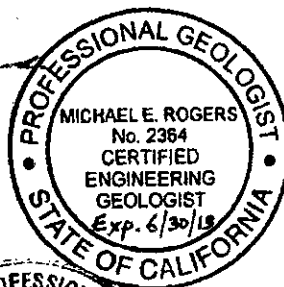
consultants performing similar tasks in this area. No warranty, implied or expressed, is made regarding the conclusions, recommendations, and professional opinions expressed in this report. Variations may exist and conditions not observed or described in this report may be encountered. Our preliminary conclusions are based on an analysis of the referenced background information.

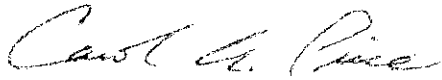
The purpose of this study was to evaluate geologic and geotechnical conditions within the City of Commerce to assist in evaluating the environmental impact documents for the project. A comprehensive geotechnical evaluation, including subsurface exploration and laboratory testing, should be performed prior to design and construction of the project.

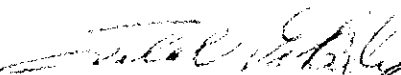
We appreciate the opportunity to be of service on this project.

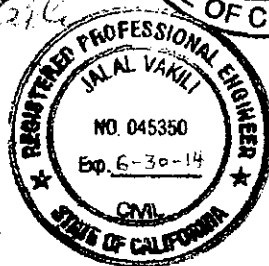
Respectfully submitted,
NINYO & MOORE


Michael E. Rogers, PG, CEG
Senior Project Geologist




Carol Price, PG, CEG
Principal Geologist


Jalal Vakili, PhD, PE
Principal Engineer



MER/CAP/JV/sc

Attachment: References

Distribution: (1) Addressee (via-email)

REFERENCES

- California Department of Conservation, Division of Mines and Geology, State of California, 1998a, Seismic Hazard Evaluation of the Los Angeles 7.5-Minute Quadrangle, Los Angeles County, California: Open-File Report 98-20.
- California Department of Conservation, Division of Mines and Geology, State of California, 1998b, Seismic Hazard Evaluation of the South Gate 7.5-Minute Quadrangle, Los Angeles County, California: Open-File Report 98-25.
- California Department of Conservation, Division of Mines and Geology (CDMG), State of California, 1999a, Seismic Hazard Zones Official Map, Los Angeles Quadrangle, 7.5-Minute Series: Scale 1:24,000, Open-File Report 98-20, dated March 25.
- California Department of Conservation, Division of Mines and Geology (CDMG), State of California, 1999b, Seismic Hazard Zones Official Map, South Gate Quadrangle, 7.5-Minute Series: Scale 1:24,000, Open-File Report 98-25, dated March 25.
- California Environmental Resources Evaluation System (CERES), 2005a, The California Environmental Quality Act, Title 14; California Code of Regulations, Chapter 3; Guidelines for Implementation of the California Environmental Quality Act, Article 9; Contents of Environmental Impact Reports, Final Text dated May 25.
- California Environmental Resources Evaluation System (CERES), 2005b, The California Environmental Quality Act, CEQA Guidelines Appendices, Appendix G – Environmental Checklist Form, Final Text dated May 25.
- County of Los Angeles Department of Regional Planning, 1990, Los Angeles County Safety Element: Scale 1 inch = 2 miles.
- Dibblee, T.W., Jr., 1989, Geologic Map of the Los Angeles Quadrangle, Los Angeles County, California: Dibblee Foundation, DF-22, Scale 1:24,000.
- Google Earth, 2012, <http://earth.google.com>.
- Hart, E.W., and Bryant, W.A., 1997, Fault-Rupture Hazard Zones in California, Alquist-Priolo Earthquake Fault Zoning Act with Index to Earthquake Fault Zone Maps: California Department of Conservation, Division of Mines and Geology, Special Publication 42, with Supplements 1 and 2 added in 1999.
- Jennings, C.W., and Bryant, 2010, Fault Activity Map of California: California Division of Mines and Geology, California Geologic Data Map Series, Map No. 6, Scale 1:750,000.
- Ninyo & Moore, 2012, Proposal for Geotechnical Consulting Services, I-710 Improvement Project, City of Commerce, California, Proposal No. S-8873, dated July 9.
- State of California, 1977, Special Studies Zones, Los Angeles Quadrangle, 7.5 Minute Series: Scale 1:24,000, dated January 1.
- State of California Department of Transportation (Caltrans), 2010, Division of Engineering Services Geotechnical Memorandum, Request for Technical Study – LA-710, dated May 11.

State of California Department of Transportation (Caltrans) and Los Angeles County Metropolitan Transportation Authority (Metro), 2012, I-710 Corridor Project, Draft Environmental Impact Report/Environmental Impact Statement and Section 4(f) Evaluation, Executive Summary, Section 1.0 Proposed Project, Section 2.0 Project Alternatives, Section 3.10 Geology/Soils/Seismic/Topography, Section 4.0 California Environmental Quality Act Evaluation, Appendix O, dated June.

United States Geological Survey, 1964 (Photorevised 1981), South Gate, California Quadrangle Map, 7.5 Minute Series: Scale 1:24,000.

United States Geological Survey, 1966 (Photorevised 1981), Los Angeles, California Quadrangle Map, 7.5 Minute Series: Scale 1:24,000.

United States Geological Survey, 2012, Ground Motion Parameter Calculator v. 5.0.9a, World Wide Web, <http://earthquake.usgs.gov/research/hazmaps/design/>.

URS, 2010, Geotechnical Final Report, I-710 Corridor Project, dated January 22.



AGENDA REPORT

Meeting Date: October 2, 2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE PURCHASE OF A NARROWBAND DIGITAL RADIO COMMUNICATION SYSTEM FROM DIAL COMMUNICATIONS

RECOMMENDATION:

Move to approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

The City currently operates a wideband 25 kHz two-way radio communication system. The radio system is used to communicate with and among City employees working in the field (Transportation, Park Maintenance, Public Services, Code Enforcement, Maintenance, Public Safety, Department Heads, etc.). The Federal Communications Commission (FCC) has mandated that all licensees using wideband 25 kHz channel bandwidths convert to narrowband 12.5 kHz channel bandwidths by January 1, 2013. Compliance is not optional; failure to comply will result in loss of radio communication capabilities and user license.

"Narrowbanding" refers to a requirement by the FCC that all existing licensees implement equipment designed to operate on channel bandwidths of 12.5 kHz or less, or that meets a specific efficiency standard. Any equipment that is not capable of operating on channels of 12.5 kHz or less will need to be replaced.

PURPOSE:

The purpose of the FCC narrowbanding mandate is to promote more efficient use of the VHF and UHF land mobile radio bands. Currently, these bands are so congested that often there is not enough spectrum available for licensees to expand their existing systems or implement new systems. Requiring licensees to convert their radio systems to operate on narrower channel bandwidths will allow additional channels to exist within the same spectrum.

ANALYSIS:

Four quotes were received to upgrade the City's radio system to meet FCC's narrowband mandate. The quotes are as follow:

Company:	Price Quote:
Dial Communications	\$122,801.82
Commline, Incorporated	\$132,185.36
Electronic Times	\$141,460.88
Ota Communications	\$163,997.50

Dial Communications, which is located in the City of Commerce, submitted the lowest quote. They have been in business for nearly 40 years, specializing in RF (radio frequency) communications equipment. They provide sales and service to local public agencies as well as private sector enterprises & entities. Dial Communications' client list includes: the City of Commerce, Montebello Unified School District, Unified Grocers, and BelAir Country Club. References were checked and were positive.


FISCAL IMPACT:

Per the Director of Finance, staff is currently working on closing the books for FY 2011-12, and as of September 13, 2012, they are projecting a General City surplus that should be sufficient to cover the cost of the digital radio communication system, being recommended by the Director of Transportation.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This agenda item relates to the 2009 strategic planning goal: "Make Financial and Economically Sound Decisions Consistent with Economic Conditions," as it will support the City in complying with FCC requirements and improve how information is disseminated throughout the City.

Recommended by:


Claude McFerguson
Director of Transportation

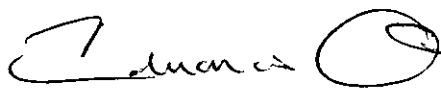
Respectfully submitted,


Jorge Rifa
City Administrator

Budget Impact Review by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

Attachments: Quotes from Dial Communications, Commline, Inc., Electronic Times, and Ota Communications

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE PURCHASE OF A NARROWBAND DIGITAL RADIO
COMMUNICATION SYSTEM FROM DIAL COMMUNICATIONS

WHEREAS, on September 17, 2012, the City of Commerce accepted quotes for
a Narrowband Digital Radio Communication System; and

WHEREAS, Dial Communications submitted the lowest bid.

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

Section 1: The purchase of a Narrowband Digital Radio Communications
System from Dial Communications is hereby approved. City staff is hereby authorized
to issue the necessary purchase order for the system and to complete the purchase
process.

PASSED, APPROVED and ADOPTED this _____ day of _____,
2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

DIAL Communications

Business Radio Solutions

Proposal Equipment & Services Page1

Company Name City Of Commerce/Transportation Dept
 Address 5555 Jillson St.
 City Commerce CA 90045
 Phone 323-887-4419
 Fax 323-724-2776
 Attention Claude McFerguson

Salesman: Michael McDermott
 Prepared By: mfm
 Date: 09/17/12
 Expires: 10/17/12
 Other: ClaudeM@ci.commerce.ca.us
 Approved By:

Proposal not valid without proper signature

Item	Qty	T.M.	DESCRIPTION	Unit Price	Labor	Total Price
1	4		XPR6550 1000ch 4w UHF Digital Portable Radio w/Display, full keypad, Li-ion battery, Belt clip, antenna, 3 yr warranty	\$ 629.00		\$ 2,516.00
2	3		XPR6550 Same As Above	\$ 629.00		\$ 1,887.00
3	62		XPR6350 32ch 4w UHF Digital/Analog Portable Non-display,w/ li-ion battery, impres charger, antenna, 3 yr warranty	\$ 569.00		\$ 35,278.00
4	10		WPLN4212 impres 6 unit charger	\$ 399.00		\$ 3,990.00
5	5		WPLN4232 single unit charger option	\$ 20.00		\$ 100.00
6	14		XPR4550 1000ch 40w UHF Digital/Analog Mobile w/ Display, palm mic, install kit 3 yr warranty	\$ 529.00		\$ 7,406.00
7	58		XPR4350 32ch 40w UHF Digital/Analog Mobile w/ palm mic, install kit, 3 yr warranty	\$ 429.00		\$ 24,882.00
8	68		PMAE4031 GPS/UHF 1/4 wave hole mount antenna kit	\$ 111.00		\$ 7,548.00
9	4		DCB-450 Base Control Station Package with power supply, cable, desk tray, desk mic and connectors	\$ 386.00		\$ 1,544.00
10	2		XPR8400 40w UHF Digital Repeater w/duplexer cables and connectors	\$ 2,200.00		\$ 4,400.00
11	2		HKLN442 Capacity Plus Trunking Upgrade	\$ 1,200.00		\$ 2,400.00

Office Use Only

TERMS: Down Net Days
 Lease or installment purchase contract:
 per mo. for months.m

Equipment Total	\$ 91,951.00
Labor Total	
Equipment Tax	
Shipping	
Licensing	
Sub-Total	\$ 91,951.00
Down Payment	
Amount Due	

4711 E. Washington Blvd ❖ Los Angeles, CA.90040 ❖ (800) 310-0031

DIAL Communications

Business Radio Solutions

Proposal Equipment & Services/Page 2

Company Name City Of Commerce/Transportation Dept
 Address 555 Jillson St.
 City Commerce CA 90040
 Phone 323-887-4419
 Fax 323-724-2776
 Attention Claude McFerguson

Salesman: Michael McDermott
 Prepared By: mfm
 Date: 09/17/12
 Expires: 10/17/12
 Email: ClaudeMc@ci.commerce.ca.us
 Approved By:

Proposal not valid without proper signature

Item	Qty	T.M.	DESCRIPTION	Unit Price	Labor	Total Price
12	1		DSJ9019 HP ether net switch(for cap plus)	\$ 499.00		\$ 499.00
13	1		DB633 3dB Omni Directional UHF Antenna w/ tower mounting hardware, coaxial cable and connectors	\$ 849.00		\$ 849.00
14	4		CPU/GPS Safe Moblie GPS Work stations with 27" Monitor, misc. adapters, cables and connectors	\$ 1,599.00		\$ 6,396.00
15	1		THN6701 30" Repeater Cabinet with rails	\$ 395.00		
16	1		License Narrowband and Digital Modification of existing license		\$ 260.00	\$ 260.00
17	1		License New 10yr FCC license UHF Repeater frequecy pair w/ digital emmission		\$ 875.00	\$ 875.00
18	1		License Safe Mobile Client Licenses for GPS mapping, texting, reporting and email suites. Please see attached for description(price includes 10% good customer discount)		\$ 14,683.50	\$ 14,683.50
19	16		Labor Installation of repeaters, UHF antenna Field system, Dispatch Equipment and base stations.		\$ 125.00	\$ 2,000.00
20	6		Labor Assemble, program, test and tune Shop Capacity Plus System, Portable and Mobile radios.		\$ 95.00	\$ 570.00
21	68		Labor Vehicle removal and installation of Install new radio and GPS antenna kit		\$ 150.00	\$ 10,200.00

Office Use Only

TERMS: Down Net Days
 Lease or installment purchase contract:
 per mo. for months.m

Equipment Total	\$	7,744.00
Labor Total	\$	13,790.00
Equipment Tax		
Software licenses	\$	14,683.50
Licensing	\$	1,135.00
SubTotal	\$	37,352.50
Amount Due		

4711 E. Washington Blvd ❖ Los Angeles, CA.90040 ❖ (800) 310-0031

DIAL Communications

Business Radio Solutions

Proposal
Equipment & Services / Page 3

Company Name City Of Commerce/Transportation Dept
 Address 5555 Jillson St.
 City Commerce CA 90045
 Phone 323-887-4419
 Fax 323-724-2776
 Attention Claude McFerguson

Salesman: Michael McDermott
 Prepared By: mfm
 Date: 09/17/12
 Expires: 10/17/12
 Other: ClaudeMc@ci.commerce.ca.us
 Approved By:

Proposal not valid without proper signature

Item	Qty	T.M.	DESCRIPTION	Unit Price	Labor	Total Price
Notations and Assumptions						
			Note 1	The labor charge for vehicular install is by nature approximate, we will need to inspect each vehicle for model, make, type and current installation. Price variances may occur.		
			Note 1a	GPS coax antenna length may vary with vehicle type may incur extra costs associated with it.		
			Note 2	It assumed that current repeater and base station antennas are in good working condition.		
			Note 3	Drop dead date for ordering 11/30/12 To insure installation before mandate takes effect		
Promotions						
22	140	Trade in	Motorola Trade in Promotiom \$1000 for every 10 radios traded in for selected models All XPR4350,4550,and SL series radios are eligible based upon the model and quantity ordered at the time of sale	\$ (100.00)		\$ (14,000.00)

Office Use Only

TERMS: Down Net Days
 Lease or installment purchase contract:
 per mo. for months.m

Equipment Total	\$ 85,695.00
Labor Total	\$ 13,790.00
Equipment Tax	\$ 7,498.32
Software licenses	\$ 14,683.50
Licensing	\$ 1,135.00
Total	\$ 122,801.82
Down Payment	
Amount Due	\$ 122,801.82

4711 E. Washington Blvd ❖ Los Angeles, CA.90040 ❖ (800) 310-0031

REQUEST FOR QUOTE

DATE: 9/10/2012 **SALES REP:** James Jun

BILL TO:		SHIP TO:	
COMPANY:	City of Commerce	COMPANY:	
ATTENTION:	Claude McFerguson	ATTENTION:	
ADDRESS:	5555 Jillson St.	ADDRESS:	
CITY/ST/ZIP:	City of Commerce, CA 90040	CITY/ST/ZIP:	
PHONE:	(323) 887-4419	PHONE:	
EMAIL:	claudem@ci.commerce.ca.us	EMAIL:	

RE: TRBO Digital 3 Voice & 1 GPS Channel Radio/Dispatch System

QTY	MODEL/PART #	DESCRIPTION	UNIT COST	EXT COST	
Narrowbanding Existing Equipment:					
1	FCC Coordination	Add additional UHF repeater pair, narrowbanding and digital emissions. Call Sign: KFT566	\$ 950.00		
Repeater Infrastructure:					
2	AAM27TRR9JA7BN	XPR8400 450-512 40W REPEATER (Digital/Analog Mode)	\$ 2,000.00	\$ 4,000.00	
1	HKVN4048	Enhanced Scheduled GPS License	\$ 650.00	\$ 650.00	
2	Q3220E	406-512 MHz Duplexer 5MHz Sep IL .8dBMax ISOL 75dBMin	\$ 1,025.00	\$ 2,050.00	
2	PMLB4476	Wall Mount Kit	\$ 95.00	\$ 190.00	
2	LMR400	100ft of Coax Cable and Connectors	\$ 125.00	\$ 250.00	
2	DB404-B	450-470MHZ 3.8dB/5dB Dipole	\$ 375.00	\$ 750.00	
1	S-200	24" Stand-off Bracket w/24" x 1-7/8"OD Ant Mntg Pipe	\$ 225.00	\$ 225.00	
1	Labor	Tower Climbing, Installation/Programming	\$ 2,500.00		
Portable Radios:					
4	AAH81QCN9NA2AN	SL7550 403-470 2W 1000CH CHRGR	\$ 725.00	\$ 2,900.00	
3	AAH02RDH9JA2AN	XPR3500 403-512 128CH OMIT CHRGR with Display	\$ 410.00	\$ 1,230.00	
62	AAH02RDC9JA2AN	XPR3300 403-512 16CH OMIT CHRGR without Display	\$ 380.00	\$ 23,560.00	
10	WPLN4212	6 Bank Charger	\$ 395.00	\$ 3,950.00	
5	WPLN4232	Single Unit Charger	\$ 25.00	\$ 125.00	
1	Labor	Installation/Programming	\$ 750.00		
Mobile/Vehicle Radios:					
10	AAM27TRH9LA1AN	XPR4550 450-512M 40W 160CH w/ DISPLAY	\$ 565.00	\$ 5,650.00	
58	AAM27TRC9LA1AN	XPR4350 450-512 40W 32CH GPS NO DISPLAY	\$ 475.00	\$ 27,550.00	
68	NMO-K	NMO Permanent Mount W/17" RG-5	\$ 17.50	\$ 1,190.00	
68	PMAE4031	GPS/UHF 450-470 MHZ 1/4 WAVE	\$ 115.00	\$ 7,820.00	
68	MU-12	Mini-UHF Male to UHF Female	\$ 1.50	\$ 102.00	
68	Misc	Hardware, loom, fuse, etc.	\$ 25.00	\$ 1,700.00	
1	Labor	Remove and Reinstall Radio, Antenna & Power (\$175/vehicle) Installation/Programming	\$ 11,900.00		
3 Position Voice Dispatch/ GPS Workstation:					
4	AAM27TRH9LA1AN	XPR4550 450-512M 40W 160CH w/ DISPLAY	\$ 565.00	\$ 2,260.00	
4	SS-12	12A Power Supply	\$ 75.00	\$ 300.00	
4	SS18MT	TRBO HOUSING SS-12/18	\$ 25.00	\$ 100.00	
4	ETRA4503	450-470 MHz Elite Phantom Antenna, Black	\$ 35.00	\$ 140.00	
4	NMO-MMR	Mag Mount	\$ 30.00	\$ 120.00	
1	V1001	1 Position + 15 Radio License + 2 Control Stations (Voice Channel 1 & 2)	\$ 4,200.00	\$ 4,200.00	
125	V1002-1	Additional radio unit license (140 radios total)	\$ 45.00	\$ 5,625.00	
2	V1003-1	Additional Console Position (Positions 1 & 2)	\$ 950.00	\$ 1,900.00	
1	V1005	Additional Control Station Gateway (3rd Voice Channel)	\$ 850.00	\$ 850.00	
3	PC	PC workstation, 27" monitor, speakers	\$ 1,000.00	\$ 3,000.00	
3	E1001	4550 "Accessory to USB/RCA-Phono" Control Station Cable	\$ 125.00	\$ 375.00	
3	E1003	RJ45/UART to USB/3.5mm Adapter Cable	\$ 135.00	\$ 405.00	
4	PS-12 USB	Desktop Mic	\$ 350.00	\$ 1,400.00	
1	Labor	Installation/Programming	\$ 4,000.00		
City of Commerce IT support required to install server based system					
Buy Back Credit:					
1	Trade-In	Trade-in credit for 137 radios	\$ (1,500.00)	\$ (1,500.00)	
Radios will be properly e-recycled					
				Sub-Total	\$ 103,067.00
				Tax (8.75%)	\$ 9,018.36
				FCC Fees	\$ 950.00
				Freight	\$ -
				Labor	\$ 19,150.00
				GRAND TOTAL	\$ 132,185.36

SPECIAL NOTES:	Customer Approval Signature	PO #	Date
Terms: 60% Deposit Upon PO; 40% Upon Installation Completion			

Electronic Times

An M&M Communications Company

17054 Magnolia Street
 Fountain Valley, California 92708
 Phone: (714) 375-0388 • Fax: (714) 375-0389
 www.electronictimes.com

Quote Date: 09/01/2012

Requested By: Claude McFerguson
 City of Commerce
 5555 Jillson St
 Commerce, CA 90040

Ship To: Claude McFerguson
 City of Commerce
 5555 Jillson St
 Commerce, CA 90040

QTY	PART #	Description	Price	Total Price
2	XPR8400	UHF Repeater & Duplexer & GPS Option	\$ 5,000.00	\$ 10,000.00
2	DB404	UHF Antenna	\$ 425.00	\$ 850.00
2	Misc	Hardware, coax cable, brackets, etc	\$ 250.00	\$ 500.00
4	SL7550	UHF Portable Radio 1000ch 2w	\$ 750.00	\$ 3,000.00
3	XPR3500	UHF Portable Radio 128ch 4w	\$ 450.00	\$ 1,350.00
62	XPR3300	UHF Portable Radio 16ch 4w	\$ 400.00	\$ 24,800.00
10	WPLN4212	Multi Unit Charger	\$ 425.00	\$ 4,250.00
5	WPLN4232	Single Unit Charger	\$ 50.00	\$ 250.00
10	XPR4550	UHF Mobile Radio 160ch 40w	\$ 595.00	\$ 5,950.00
58	XPR4350	UHF Mobile Radio 32ch 40w	\$ 550.00	\$ 31,900.00
68	NMOK/SPEQ	UHF Antenna	\$ 75.00	\$ 5,100.00
2	TRBOnet	4 Position Disptch PC Console	\$ 8,000.00	\$ 16,000.00
4	XPR4550	UHF Mobile Radio 160ch 40w	\$ 595.00	\$ 2,380.00
4	SS-12	Power Supply	\$ 95.00	\$ 380.00
4	RMN5050	Desk Mic	\$ 250.00	\$ 1,000.00
4	NMOK/SPEQ	UHF Antenna	\$ 75.00	\$ 300.00
			Sub Total	\$ 108,010.00
			Tax	\$ 9,450.88
			FCC	\$ 1,000.00
			Installation	\$ 20,000.00
			Training	\$ 3,000.00
			TOTAL	\$ 141,460.88

TERMS: NET 15
 QUOTE GOOD FOR 60 DAYS



michael@electronictimes.com



Ota Communications, LLC
 2973 Harbor Blvd #337
 Costa Mesa ,Ca 92626

Quote No. Estimate

Phone:(714) 716-7765 Fax(714) 617-5844

Quote

Customer

Name City of Commerce
 Address 5555 Jillson St.
 City Commerce, CA
 Phone _____
 Contact Claude McFerguson

Misc

Date 9/1/2012
 Order No. _____
 Rep Brian
 FOB _____

Qty	Model/Description	Unit Price	TOTAL
2	XPR8400 450-512 40W REPEATER	\$ 2,500.00	\$ 5,000.00
1	Enhanced Scheduled GPS Licen	\$ 600.00	\$ 600.00
2	RFE4000 Duplexer	\$ 1,200.00	\$ 2,400.00
2	Wall Mount	\$ 150.00	\$ 300.00
2	Coax Cable and Connectors	\$ 350.00	\$ 700.00
2	UHF Antenna	\$ 450.00	\$ 900.00
4	Motorola SL7550	\$ 850.00	\$ 3,400.00
3	Motorola XPR3500	\$ 500.00	\$ 1,500.00
62	Motorola XPR3300	\$ 425.00	\$ 26,350.00
10	Multi Unit Charger	\$ 450.00	\$ 4,500.00
5	Single Unit Charger	\$ 50.00	\$ 250.00
10	Motorola XPR4550	\$ 695.00	\$ 6,950.00
58	Motorola XPR4350	\$ 625.00	\$ 36,250.00
68	Vehicle Antenna & Mount	\$ 175.00	\$ 11,900.00
68	Misc Hardware	\$ 50.00	\$ 3,400.00
2	4 position dispatch with GPS tracking All PC hardware and peripherals included	\$ 8,500.00	\$ 17,000.00
4	XPR4550, power supply, antenna	\$ 1,500.00	\$ 6,000.00
Labor Includes: Repeater infrasutrure, vehicle installation, base/console			

SubTotal	\$ 127,400.00
Shipping	\$ 450.00
Tax Rate(s) 8.75%	\$ 11,147.50
Labor	\$ 25,000.00
TOTAL	\$ 163,997.50

Payment Other

Comments Pricing & quote valid for 30 days
Payment will be due on receipt

Tax Rate(s)

Office Use Only

Insert Fine Print Here

Insert Farewell Statement Here



AGENDA REPORT

Meeting Date: October 2, 2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE PURCHASE OF ONE (1) SWEEPER FROM MASCO SWEEPERS, INC., AND ONE (1) PICKUP TRUCK FROM DOWNTOWN FORD SALES

RECOMMENDATION:

Move to approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

Staff is proposing to purchase one (1) sweeper from Masco Sweepers, Inc. The sweeper would be replacing unit 239, which has reached the end of its useful life and is no longer meeting the needs of the City.

Additionally, staff is proposing to purchase one (1) Ford F250 pickup truck from Downtown Ford Sales. This truck would be replacing unit 420, which has far exceeded its useful life and is no longer cost effective to maintain.

ANALYSIS:

The purchase of these vehicles will improve service reliability for the City of Commerce, as well as reduce air pollution.

FISCAL IMPACT:

The costs shown below are based on the quotes received from Masco Sweepers, Inc., and Downtown Ford Sales (State Contract #1-11-23-20). Copies of these quotes are attached. Combined with all other reasonably known, planned and approved expenditures for these line items and cost centers, the proposed activity can be absorbed within current budget limitations for the remainder of the fiscal year.

PRICING:

These purchases will be paid out of the following accounts:

<u>Item</u>	<u>Number</u>	<u>Price</u>	
Sweeper	1	\$60,880	
Taxes	1	5,113	
Freight	1	500	
Sub-Total	1	66,493	
Trade-In	1	(10,000)	
Contingency	1	1,700	
Total	1	\$58,193	Account #10-8760-80300

<u>Item</u>	<u>Number</u>	<u>Price</u>
Ford F250	1	\$26,901
Shipping	1	100
Taxes	1	2,740
Doc Fee	1	55
Tire Fee	1	9
<u>Sub-Total</u>	<u>1</u>	<u>\$29,805</u>

Extra Equipment:

Arrow Board	1	900
Beacon Lights	1	400
Keys	1	160
Dump Bed	1	9,815
Contingency	1	1,300

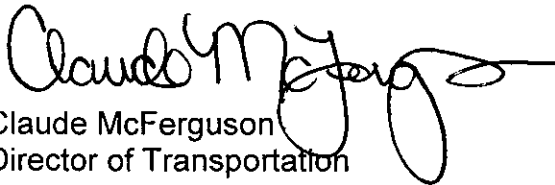
Total **\$42,380**

Account #60-6510-80500

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This agenda item relates to the 2009 strategic planning goal: "Make Financial and Economically Sound Decisions Consistent with Economic Conditions," as it will support the City by maintaining vehicles and/or equipment in a cost effective manner.

Recommended by:



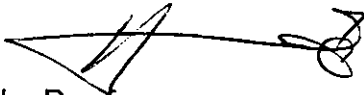
Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifá
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:



Eduardo Olivo
City Attorney

Attachments: Masco Sweepers, Inc. – Quote
Downtown Ford Sales – Quote

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE PURCHASE OF ONE SWEEPER FROM MASCO
SWEEPERS, INC., AND ONE PICKUP TRUCK FROM DOWNTOWN FORD SALES

WHEREAS, the City needs a new sweeper to replace the existing sweeper, Unit 239, which has reached the end of its useful life and is no longer meeting the needs of the City; and

WHEREAS, City staff recommends that the City purchase a replacement sweeper from Masco Sweepers, Inc., for a price not-to-exceed \$58,193; and

WHEREAS, the City also needs a new truck to replace an existing truck, Unit 420, which has far exceeded its useful life and is no longer cost effective to maintain; and

WHEREAS, City staff recommends that the City purchase a replacement truck, a Ford F250 pickup truck, from Downtown Ford Sales for a price not-to-exceed \$42,380; and

WHEREAS, the proposed purchases can be absorbed within current budget limitations for the remainder of the fiscal year.

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

Section 1: The purchase of one sweeper from Masco Sweepers, Inc., for a price not-to-exceed \$58,193, is hereby approved. The Director of Transportation is hereby authorized to cause a purchase order to be issued for such purchase and to proceed with the purchase process for the sweeper.

Section 2: The purchase of one pickup truck from Downtown Ford Sales, for a price not-to-exceed \$42,380, is hereby approved. The Director of Transportation is hereby authorized to cause a purchase order to be issued for such purchase and to proceed with the purchase process for the pick-up truck.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

MASCO SWEEPERS, INC

1220 Coleman Ave.
Santa Clara, CA 95050

TOLL FREE: 800.345.1246
FAX: 408.297.3431
408.275.1246

QUOTE
INVOICE

INVOICE
NUMBER AND DATE:

CCOC

10/1/2012

SOLD TO: Acct.#
CITY OF COMMERCE
2535 COMMERCE WAY
COMMERCE CA 90040
PHONE:
FAX:

SHIP TO: Acct.#
CITY OF COMMERCE
GREG GUZMAN
PHONE: 323.712.4598
FAX:
EMAIL: gregg@ci.commerce.ca.us

INVOICE DATE:	10/1/2012	PURCHASE ORDER:	EQUIPMENT:
SWEeper MODEL:	1600 RBS	SWEeper SERIAL #:	NEW
AUX ENGINE MODEL:	GM VORTEC	ENGINE ID: VORTEC L16-	58HP
TRUCK MAKE:	TOYOTA	TRUCK MODEL: TUNDRA	TRUCK COLOR: WHITE
YEAR:	2013	LICENSE, STATE:	KEY CODE:
VEHICLE I.D. NUMBER:			MILES:
			\$54,950.00

	STAINLESS STEEL HOPPER, HIGH DUMP SYSTEM	\$0.00
	STAINLESS STEEL INSIDE CONTROLS	\$0.00
	FOUR CYL. FUEL INJ. CARB APPROVED ENGINE	\$0.00
	REAR HEAD WITH CURB BROOM	\$0.00
	CLEAN AIR BLOWER, STAINLESS STEEL FENDERS	\$0.00
	STAINLESS STEEL DOUBLE BACK PACK RACK;	\$0.00
	SAFETY YELLOW STROBE LIGHT AND GUTTER LIGHTS	\$0.00
	WATER DUST CONTROL SYSTEM, HIGH SPEED CLEAN AIR BLOWER	\$0.00
	LOW NOISE- ENGINE NOISE COVER, NO UP EXHAUST, EXHAUST IN HEAD	\$0.00
	POWDER COATED STAINLESS STEEL FENDERS	\$0.00
	CAB MOUNT LIGHT BAR, DUAL CURB BROOMS	\$2,450.00
	28" FAN AND RUBBER LINED FAN HOUSING WITH 10" FAN HOUSING EXHAUST	\$0.00
	12' 10", HOSE, EXTRA RUBBER, 4 STEEL CURB BROOMS, WARNING LIGHTS	\$2,690.00
	REFUSE VACUUM HOSE	\$790.00

TRADE IN: 2000 RANGER ECONO KABOTA

(\$10,000.00)

LEINHOLDER INFORMATION:
DMV EXCEMPT
CUSTOMER ACCEPTANCE AND EQUIPMENT APPROVAL
CUSTOMER SIGNATURE:

COUNTY:
LA
TAX RATE
8.750
SALES: MIKE

SUBTOTAL	\$60,880.00
DISCOUNT	\$0.00
SUBTOTAL	\$60,880.00
TAXES	\$5,112.63
DMV FEES	\$0.00
DOCUMENTARY FEE	\$0.00
TIRE AND SMOG FEE	\$0.00
FREIGHT	\$500.00
SUBTOTAL	\$66,492.63
TRADE AMOUNT	(\$10,000.00)
DOWN AMOUNT	\$0.00

TOTAL DUE \$56,492.63

ALL WARRANTY MUST BE PRE-APPROVED BY MASCO SWEEPERS
MASCO SWEEPERS USED SWEEPER AND TRUCK WARRANTIES ARE "AS IS" UNLESS OTHER WISE STATED

QUOTATION

DOWNTOWN FORD SALES
 525 N16th Street, Sacramento, CA. 95814
 916-442-6931 fax 916-491-3138

DF091511200

QUOTATION

Customer		Date	
Name	CITY OF COMMERCE	9/15/2011	
Address		REP	FORBESS
City	CA	Phone	
Phone		FOB	

Qty	Description	Unit Price	TOTAL
1	2012 FORD F250 REGULAR CAB 4X2 PICKUP	\$17,199.00	\$17,199.00
1	CHANGE TO CREW CAB 8FT BED	\$4,885.00	\$4,885.00
1	DAYTIME RUNNING LIGHTS	\$41.00	\$41.00
1	40/20/40 CLOTH BENCH SEAT	\$652.00	\$652.00
1	UPFITTER SWITCHES	\$115.00	\$115.00
1	SLIDING REAR WINDOW	\$115.00	\$115.00
1	TELESCOPING MIRRORS	\$118.00	\$118.00
1	HEAVY SERVICE SUSPENSION	\$118.00	\$118.00
1	REVERSE CAMERA	\$433.00	\$433.00
1	REVERSE AID SENSOR	\$225.00	\$225.00
1	CAB STEPS	\$340.00	\$340.00
1	CROSS BOX TOOL BOX	\$795.00	\$795.00
1	7 YEAR/100,000 MILE/0 DEDUCTIBLE EXTRA CARE	\$1,865.00	\$1,865.00
			\$26,901.00

Payment Details

	SHIPPING	\$100.00
Taxes	8.75	\$2,740.06
	DOC FEE	\$55.00
	TIRE FEE	\$8.75
	TOTAL	\$29,804.81

Office Use Only

TERMS: \$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS

STATE OF CALIFORNIA CONTRACT 1-11-23-20 THE STATE NO
 LONGER CHARGES A PIGGYBACK FEE, THIS IS ALL YOU'LL PAY

2011 FORD F250 4X2 REGULAR CAB ¾ TON PICKUP
STATE OF CALIFORNIA CONTRACT #1-11-23-20

SACRAMENTO	\$17,199.00	13
LOS ANGELES	\$17,349.00	55
MAJOR STANDARD EQUIPMENT		
2WD, 137" WB, CLOTH SEAT, XL TRIM, AM/FM STEREO, V8 ENGINE, 6-SPEED AUTO TRANS, TRAILER TOW PKG, TRAILER HITCH RECEIVER, AIR CONDITIONING, SPEED CONTROL/TILT WHEEL		
AVAILABLE OPTIONS	PRICE	√
SUPER CAB – EXTENDED CAB – REAR DOORS ½ SIZE	3759.00	
CREW CAB – FULL SIZE REAR DOORS	4885.00	
XLT PACKAGE	4650.00	
DIESEL ENGINE	7218.00	
SHORT BED, 6 1/2' FT BED – SUPER CAB & CREW CAB ONLY	(157.00)	
ENGINE BLOCK HEATER, 41H	69.00	
DAYTIME RUNNING LIGHTS, 942	41.00	
VINYL SEATS	70.00	
BUCKET SEATS	566.00	
40/20/40 CLOTH BENCH SEAT	652.00	
UPFITTER SWITCHES, 66S	115.00	
SLIDING REAR WINDOW, 433	115.00	
TELESCOPING TRAILER MIRRORS, 54D	118.00	
HEAVY SERVICE SUSPENSION	118.00	
REVERSE CAMERA	433.00	
REVERSE AID SENSOR, 76R	225.00	
POWER GROUP (INCL.POWER LOCKS/WINDOWS//MIRRORS)	976.00	
REMOTE ENTRY (ONLY AVAILABLE W/POWER GROUP)	229.00	
REMOTE START SYSTEM (REQUIRES POWER GROUP) 76S	315.00	
XL VALUE PACKAGE, INCLUDES AM/FM/CD/MP3, CHROME FRONT AND REAR STEP BUMPER, CHROME HUB COVERS	548.00	
ELECTRONIC LOCKING REAR AXLE	360.00	
TAILGATE STEP, 85G	345.00	
CAB STEPS, 18L	340.00	
TOW COMMAND SYSTEM, BRAKE CONTROLLER (52B)	210.00	
ALL TERRAIN TIRES	420.00	
5 TH WHEEL HITCH KIT	1902.00	
DUMPER DOGG DUMP INSERT	4617.00	
ACCESSORIES		
PUSH BUMPER, SETINA	450.00	
SPOT LAMPS (DUAL)	967.00	
TUTONE PAINT	1850.00	
PRIVACY GLASS (DEALER INSTALLED)	375.00	
BLUETOOTH	495.00	
SPRAY IN BEDLINER	549.00	
BED SLIDE (BEDSLIDE.COM)	1430.00	
LEER LEGEND CAMPER SHELL	1441.00	
CROSSBOX TOOLBOX	795.00	
MATERIAL RACK	995.00	
LIFTGATE 1000#, TOMMYGATE	2870.00	
FORD ESP EXTENDED WARRANTIES		
5YEAR/100,000 MILE/0 DEDUCTIBLE EXTRA CARE	1656.00	
6YEAR/100,000 MILE/0 DEDUCTIBLE EXTRA CARE	1744.00	
7YEAR/100,000 MILE/0 DEDUCTIBLE EXTRA CARE	1865.00	

DOWNTOWN FORD SALES
 PH: (916) 442-6931, FAX: (916) 491-3138
 CONTACT: DAVE FORBESS -or- SANDRA SCOTT
daveforbess@downtownfordsales.com sandra@downtownfordsales.com



AGENDA REPORT

Meeting Date: October 2, 2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE PURCHASE OF AN AUTOMATIC VOICE ANNUNCIATION SYSTEM (AVA) FROM DIGITAL RECORDERS, INC.

RECOMMENDATION:

Move to approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

Americans with Disabilities (ADA) regulations require the announcement of all transfer points, major intersections, destination points, points of interest and any stop or location upon request.¹

Metro and other local transit agencies use buses equipped with Automatic Voice Annunciation (AVA) systems that automatically call out bus stops using interior speakers and visual displays, and announce bus route number and destination when arriving at each stop. Commerce bus operators are required to call out all bus stops using the P.A. system on buses.

The violation of the bus call out rule is a common violation found in Federal Transit Administrator (FTA) ADA Compliance Reviews. The installation of AVA systems on all Commerce buses will help ensure compliance with ADA regulations and improve customer service to all passengers.

ANALYSIS:

On August 3rd Purchasing issued a Request for Quote (RFQ) for the Intelligent Vehicle System - Automatic Voice Annunciation System. The RFQ was announced on the City's website and at Transit Talent, a transit industry website used to post bid announcements.

The Federal Transit Administration (FTA) procurement regulations classify this procurement as a "small purchase", which in part is defined as:

Acquisition of services, supplies or other property that costs less than the federal simplified acquisition threshold, currently fixed at \$100,000. If relatively simple and informal procurement methods used to make small purchases are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

Companies were requested to submit quotes for providing the following equipment and services:

- Install AVA units in eight buses;

¹ 49 CFR Subtitle A, Pt. 37, App D, Section 37.167

- Provide mapping and data services to activate AVA systems in two newly-delivered buses;
- Cost to provide software that provides real-time data feed; and
- Pricing for additional AVA units that will equip two buses recently acquired from Metro.

Three quotes were received from the following companies by the September 10th deadline:

- Digital Recorders, Inc.
- Route Match Software
- Syncromatics Corp.

All three companies met the requirements of the RFQ document. Shown below are the quotes received from the above companies. These quotes include estimated first-year operating costs and installing AVA systems on eight (8) buses.

Bidder	First Year Costs
Digital Recorders, Inc.	\$ 59,612
Route Match Software	\$ 108,984
Syncromatics Corp.	\$ 115,707

The quote submitted by Digital Recorders meets City requirements and is the lowest cost submitted.

FISCAL IMPACT:

The cost of the project and funding sources is shown below:

PRICING

Item	Number	Cost
Eight AVA Systems-Equip.	8	\$ 32,440
Training, Setup, Installation	8	\$ 20,389
Annual Maintenance		\$ 3,944
Sales Tax on Equipment		\$ 2,839
Additional AVA Units - Option	2	\$ 10,705
Subtotal-Digital Recorders		\$ 70,316
Project Management		\$ 7,500
Contingency		\$ 7,031
TOTAL COST		\$ 84,847

PROJECT FUNDING

FTA Grant CA-03-0593		\$ 76,362
PTMISEA (Prop 1B)		\$ 8,485
TOTAL COST		\$ 84,847

The proposed activity can be paid for out of Federal Transit Administration (FTA) grant number CA-03-0593 and Prop 1B Funds.

Expenditures for the proposed activity will amount to \$84,847 for Fiscal Year 2012-13.

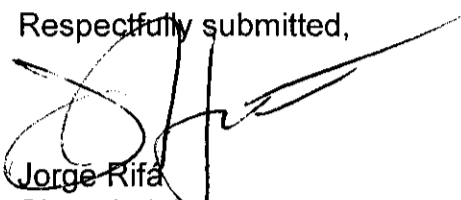
RELATIONSHIP TO 2009 STRATEGIC GOALS:

The proposed recommendation relates to the 2009 strategic planning goal: "Protect and Enhance the Quality of Life in the City of Commerce," as this project will assist the City in complying with ADA regulations.

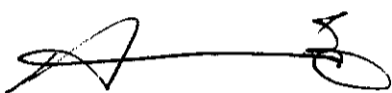
Recommended by:


Claude McFerguson
Director of Transportation

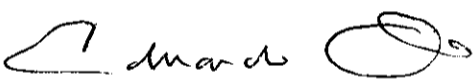
Respectfully submitted,


Jorge Rifa
City Administrator

Budget Impact Review by:


Vilko Domic
Director of Finance

Approved as to Form:


Eduardo Olivo
City Attorney

Attachments: Quotes from Digital Recorders, Route Match and Syncromatics

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING THE PURCHASE OF AN AUTOMATIC VOICE
ANNUNCIATION SYSTEM (AVA) FROM DIGITAL RECORDERS, INC.

WHEREAS, the City of Commerce has an active transit capital project grant from the Federal Transit Administration (CA-03-0593), which includes funding for Americans with Disabilities Act (ADA) equipment; and

WHEREAS, Metro and other local transit agencies use buses equipped with Automatic Voice Annunciation (AVA) Systems that automatically call out bus stops using interior speakers and visual displays, and announce bus route number and destination when arriving at each stop; and

WHEREAS, City bus operators are required to call out all bus stops using the P.A. system on buses; and

WHEREAS, the installation of AVA Systems on all City buses will help ensure compliance with ADA regulations and improve customer service to all passengers; and

WHEREAS, on August 3, 2012, Purchasing issued a Request for Quotations (RFQ) for an Intelligent Vehicle System – Automatic Voice Annunciation System; and

WHEREAS, on September 10, 2012, the City received three quotes in response to the RFQ; and

WHEREAS, City staff has recommended that the City purchase the Automatic Voice Annunciation System from the low bidder, Digital Recorders, Inc.

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

Section 1: The purchase of an Automatic Voice Annunciation (AVA) System from Digital Recorders, Inc. for a price not-to-exceed \$70,316 is hereby approved. City staff is hereby authorized to issue a purchase order and to proceed with the purchase.

Section 2: A contingency fund of \$7,031 and project management fund of \$7,500 will be established for a total project cost of \$84,847.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



September 10, 2012
FIRM PRICING

City of Commerce
Purchasing Division of Finance, c/o City Clerk
2535 Commerce Way
Commerce, CA 90040

Digital Recorders
A Division of Clever Devices
4018 Patriot Drive
One Park Center, Suite 100
Durham, NC 27709

Linda Lowry
Sales Manager, DR Sales
Phone: 919.313.3042
Fax: 919.361.2947
Email: linda@digrec.com

RFQ Pricing
Intelligent Vehicle System Automated
Voice Annunciator (AVA) RFQ
Quotation #09101201

Pricing Valid For 180 Days From RFQ Due Date

Line Item	Quantity	Description	Unit Price	Extended Price
Base RFQ Proposal				
OnBoard Equipment, AVA				
1	9	DR600 Vehicle Logic Unit with 512MB CF; 20 Channel GPS Receiver, Type N OCU, 16 Character Single Line Yellow Internal Sign, Triband Antenna and all other associated cabling (includes one spare unit)	\$4,055	\$36,495
Total OnBoard AVA Equipment			\$4,055	\$36,495
DR Services and Tools				
2	1	Training, Maintenance DR600, Operator OCU/MDT and Documentation	\$6,394	\$6,394
3	1	DR Database Setup, Recordings and Mapping of Voice Trigger Boxes	\$5,415	\$5,415
4	8	Installation Services, Vehicle Install DR600, GPS, OCU/MDT & Internal Sign	\$1,073	\$8,580
5	1	Annual Maintenance Support Agreement (Labor only)	\$3,944	\$3,944
Total AVA Services				\$24,333
TOTAL BASE RFQ, Hardware and Services				\$60,828
Optional RFQ Items				
6	10	DR600 Vehicle Logic Unit with 512MB CF; 20 Channel GPS Receiver, Type N OCU, 16 Character Single Line Yellow Internal Sign, Triband Antenna and all other associated cabling and installation services.	\$5,128	\$51,275
7	1	Bi-Annual Database Services Agreement	\$3,461	\$3,461
8	4	Annual Maintenance Support Agreement (Labor Only) - 4 Additional Years	\$3,944	\$15,776
9	1	DR600 Mobile Route Mapping Kit w/512MB FC, LT2 & Laptop	\$36,000	\$36,000

Quotation Notes:

- Standard One Year Warranty Applies
- The hardware included in the quote is the same hardware that was installed this year on the City of Commerce's New Flyer buses.
- Quote includes cabling for a single logon to the Luminator destination signs.
- The existing Luminator signs must be either RS-232 or J1708 in order to have the single logon with Digital Recorders DR600 System.
- If the existing Luminator signs require new firmware or hardware installed in order to interface with Digital Recorders for the single logon, the City of Commerce will be responsible to purchase from Luminator.
- The quote does not include the ability for the DR600 System to program changes to Luminator destination signs. The ability to program destination signs only resides between the DR600 System and the TwinVision Desintation Sign System.
- The quote includes the option for the City of Commerce to purchase CRS/RMM Module (Line Item #8) to have the ability to maintain the AVAS System or purchase an Bi-Annual Database Service Agreement with Digital Recorders (Line Item #6) to make necessary changes and mapping services twice a year. Depending on how frequently the City of Commerce makes changes to their routes, they can elect to request a quote from Digital Recorders when changes are needed.



8. Digital Recorders recommends the City of Commerce to consider purchasing 10% of Critical OnBoard Equipment for Spares. This will enable the City of Commerce to replace the fault equipment with a spare unit while sending the non operational unit back to DR for repair. One of each of the following has been provisioned in the quote: DR600 VLU, GPS Heading Sensor, Internal Sign, Triband Antenna, Operator Control Unit, and internal sign.
9. Digital Recorders has included hardware and installation services for AVA System for up to 10 additional buses in Line Item #6 of the Options.
10. Digital Recorders supports the export of lat/long to Google Transit/Planner (this is not real time). The fee to support this is \$3,500.



TERMS AND CONDITIONS OF SALE

Ordering Procedure:

All sales shall be made in accordance with this Digital Recorders, Inc., a subsidiary of DRI, Terms and Conditions of Sale. No order shall be binding upon Digital Recorders, Inc., until acknowledged by the company in writing. Please order by item number and description as they appear in the associated quotation. Orders placed by telephone shall be confirmed in writing and shall be clearly marked "confirming."

Prices:

Digital Recorders, Inc., endeavors to keep published price lists current. However, prices are subject to change without prior notice. Quoted prices shall be firm throughout the validity date of the quotation.

Payment Terms:

Several methods of payment are available:

- (1) CASH—Full payment with order.
- (2) COD—This method is recommended for small rush orders and emergency shipments.
- (3) OPEN ACCOUNT—Orders are accepted from customers with whom we have an established line of credit or whose D&B rating is acceptable to Digital Recorders. Open account billing requires payment in full within 30 days of shipment.

Warranty Adjustment:

In the event of a warranty claim, replacement or repair parts, at the discretion of Digital Recorders, Inc., will be supplied FOB. The customer may be required to return the defective part or equipment to Digital Recorders, Inc., FOB Durham, NC. Warranty replacements of defective merchandise will be billed to your account. This billing will be cleared by a credit issued upon return of the defective item.

Returns, Repairs and Exchanges:

Do not return any merchandise without a Returned Material Authorization. We will provide special shipping instructions and an RMA number that will ensure proper handling and prompt issuance of credit. Please furnish complete details as to the circumstances and reason for requesting a Returned Material Authorization. Custom-built equipment or merchandise specially ordered for you is not returnable. Where return of unused merchandise is at the request or convenience of the customer, a 25-percent restocking fee will be charged. No unused merchandise will be accepted for return later than 30 days after shipment. All returned merchandise shall be sent freight prepaid and properly insured by the customer.

Shipping Method:

Unless specifically requested otherwise by the customer, Digital Recorders, Inc., reserves the right to select the method of shipment. A full range of shipping services is available. All goods are either insured or declared for full value, and the cost thereof is included as part of the shipping charges. The customer shall assume all responsibility and associated risk for loss of, or damage to, equipment upon shipment from Digital Recorders, Inc., shipping point(s). Should you receive merchandise damaged in shipment, it is your responsibility to file a damage claim immediately with the delivering carrier.

After Sale Service:

DRI subsidiaries have supported products with factory technical service since 1982. Technically qualified customer service at the factory is available to assist you. Technical assistance is also available by letter, telephone, fax or e-mail. For equipment requirement repair or overhaul, arrangements shall be made with Digital Recorders, Inc., Service Department for Returned Material Authorization prior to shipping. **Digital Recorders warranty covers 100% parts only.**

Product Changes:

Digital Recorders, Inc., reserves the right, without advance notice, to make engineering or production changes, to include substitution of part numbers and/or vendor sources for components that may affect the design or specifications of its products, provided said modifications will not materially affect the performance of the product.

Other:

Unless negotiated and agreed to otherwise in writing, in no event is Digital Recorders, Inc., liable for consequential damage from late or non-delivery, or malfunction or failure of its products, nor is Digital Recorders, Inc., liable for damage resulting from faulty installation. If Digital Recorders, Inc., performs repairs resulting from damage caused by installation, it will invoice the original installer for the cost of such repair.

Additional Information:

Additional information and product literature are available from Digital Recorders, Inc.

The prices quoted are valid for one full year after the ship date indicated. Variations in quantities and/or basic configurations will require re-quoting unless agreed to otherwise in writing. Shipments made after the one-year expiration date will not require re-quoting, but a 3.0-percent-per-annum escalation rate will apply unless agreed to otherwise in writing. Please also note that if the TwinVision Sign System and the Digital Recorders, Inc., Talking Bus® Voice Annunciation System are integrated, a 3.0-percent discount will apply to the prices quoted above.

The standard one-year warranty, in accordance with the Terms and Conditions of Sale, will apply.

Signed: _____ Accepted by Purchaser: _____



2 Proposed Rate Schedule

BIDDER'S QUOTE FOR
Intelligent Vehicle System
Automated Voice Annunciators (AVA)

PLACE: _____
DATE: _____

TO: _____
City Clerk
City of Commerce, CA

Gentlemen:

In compliance with your invitation for bids to furnish eight (8) complete Automated Voice Annunciators and ready for use, as detailed in the specifications prepared by the City of Commerce and now on file in the Purchasing Department, Commerce, CA, the undersigned Bidder:

(1). A Corporation originated and existing under the Laws of the State of Georgia

(2). A Partnership consisting of _____

Having examined the detailed specifications and contract with bond hereto attached and being fully advised of the materials to be furnished and the work to be done in providing Automated Voice Annunciators hereby proposes to furnish the equipment and do all the work as specified to fully complete said vehicles according to specifications at the following unit prices, to-wit:

BID SHEET

Intelligent Vehicle System
Automated Voice Annunciators (AVA)

<u>Price</u>	<u>Unit Price</u>	<u>Extended</u>
Ten (8) complete Automated Voice Annunciators (AVA)	\$ 12,439	\$ 99,505
Option for up to Ten (10) additional AVA systems	\$ 8,898	\$ 88,981
Mapping and data services needed five routes with approximately 267 of called out stops. (two buses)	\$ Included	\$ Included
Provide the cost to allow the access of any Lat/Long points from systems installed on the vehicles to the agency for future trip planning or data programs, i.e., Google Trip Planning. If an AVL system is deployed at the agency, please provide the price for real time (XML Data Feed) for future product development involving real time data applications.	\$ Included	

BID SHEET

Intelligent Vehicle System

Automated Voice Annunciators (AVA)

<u>Price</u>	<u>Unit Price</u>	<u>Extended</u>
Ten (8) complete Automated Voice Annunciators (AVA) 8 x	\$ 13,479	\$ 107,834
Option for up to Ten (10) additional AVA systems 10 x	\$ 10,780	\$ 107,800
Mapping and data services needed five routes with approximately 267 of called out stops. (two buses) (annual costs) 5 x	\$ 984	\$ 7872
Provide the cost to allow the access of any Lat/Long points from systems installed on the vehicles to the agency for future trip planning or data programs, i.e., Google Trip Planning. If an AVL system is deployed at the agency, please provide the price for real time (XML Data Feed) for future product development involving real time data applications.	\$ /	
CAD / AVL / REAL TIME WEBSITE / ARRIVAL PREDICTIONS	\$ /	

as per specifications

Delivery Date BETWEEN 12/15/12 AND 2/28/13

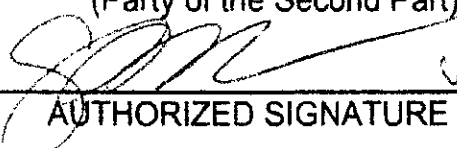
Warranty 1 YEAR

The within Bidder's Proposal is based upon the conditions and stipulations within the Contract Documents and shall be considered a part of this contract as if written herein at length. Time is of the essence. The work to be performed under this contract shall be commenced upon award of this contract and shall be completed within **NINETY (90) calendar days after Notice to Proceed is provided.**

The said Bidder further agrees and states that he has read the advertisement calling for bids, has studied the Contract Documents, is familiar with the terms and conditions

stipulated therein, agrees to enter into the attached Contract and acknowledges receipt of the following Addenda.

SYNCHRONATICS CORP.
NAME OF COMPANY
(Party of the Second Part)

 V.P.
AUTHORIZED SIGNATURE AND TITLE

5455 WILSHIRE #1800
ADDRESS LA, CA 90036

9/10/12
DATE



AGENDA REPORT

Meeting Date: 10/02/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING RESOLUTION NO. 06-11, AUTHORIZING CERTAIN CITY OFFICERS AND EMPLOYEES TO ISSUE CITATIONS TO ENFORCE CERTAIN PROVISIONS OF THE COMMERCE MUNICIPAL CODE AND STATE LAW, BY ADDING THERETO THE POSITION OF COMMUNITY SERVICES OFFICER

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On June 20, 2006, the City Council approved Resolution No. 06-11 expanding the citation authority of the Community Safety Specialists and granting citation authority to the Code Enforcement Officers for violations of certain sections of the Commerce Municipal Code and State statutes, when performing their respective assigned duties.

On June 19, 2012, the City Council amended the Personnel Classification and Compensation Plan to include the new job classification and salary range for part-time Community Services Officer, a non-sworn position which will, among other duties, be responsible for preparing reports and citations.

ANALYSIS:

Since the Community Services Officer position was recently created, individuals serving in this position will not have the authority to issue citations as enumerated in Resolution No. 06-11. It is the intent of staff, as well as the City Council, that the Community Services Officers have the same authority to issue citations as the Community Safety Specialists and Code Enforcement Officers. The proposed Resolution amends Resolution No. 06-11 and grants the CSOs citation authority.

FISCAL IMPACT:

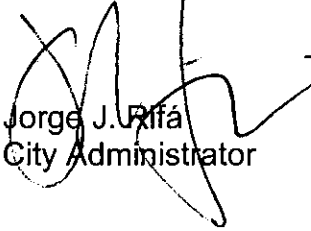
This activity can be carried out without additional impact on the current operating budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This item is related to the following 2009 Strategic Goals:

"Protect and Enhance Quality of Life in the City of Commerce" and "Ensure the City will have Trained, Quality Workforce to Efficiently Provide Services to City of Commerce Residents for the Future".

Respectfully submitted,



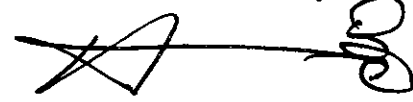
Jorge J. Rifa
City Administrator

Recommended by:



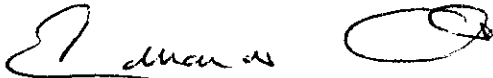
Linda Kay Olivieri
City Clerk

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Reviewed as to form:



Eduardo Olivo
City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
AMENDING RESOLUTION NO. 06-11, AUTHORIZING CERTAIN CITY OFFICERS AND
EMPLOYEES TO ISSUE CITATIONS TO ENFORCE CERTAIN PROVISIONS OF THE
COMMERCE MUNICIPAL CODE AND STATE LAW, BY ADDING THERETO THE
POSITION OF COMMUNITY SERVICES OFFICER

WHEREAS, on June 20, 2006, the City Council approved and adopted Resolution No. 06-11, expanding the citation authority of the Community Safety Specialists and granting citation authority to the Code Enforcement Officers to enforce certain chapters of the Commerce Municipal Code and State statutes, when performing their respective assigned duties; and

WHEREAS, on June 19, 2012, the City Council amended the Personnel Classification and Compensation Plan to include the new job classification and salary range for part-time Community Services Officer, a non-sworn position which will, among other duties, be responsible for preparing reports and citations; and

WHEREAS, it is the intent of the City Council that the Community Services Officers be granted the same citation authority as the Community Safety Specialists and Code Enforcement Officers.

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

Section 1. The Community Services Officers shall have the duty and are authorized to issue citations for violations of the Commerce Municipal Code and California statutes as enumerated in Sections 1 and 2 of Resolution No. 06-11, when performing their assigned duties.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

RESOLUTION NO. 06-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AUTHORIZING CERTAIN CITY OFFICERS AND EMPLOYEES TO ISSUE CITATIONS TO ENFORCE CERTAIN PROVISIONS OF THE COMMERCE MUNICIPAL CODE AND STATE LAW AND AMENDING RESOLUTION NO. 99-29

WHEREAS, the City Council of the City of Commerce has made it a priority to protect the health, safety and welfare of the City by encouraging the vigorous enforcement of the Commerce Municipal Code; and

WHEREAS, on June 20, 2006, the City Council passed, approved and adopted Ordinance No. 596 which amended Chapter 1.12 of the Commerce Municipal Code by granting certain City officers or employees the power to issue citations under California Penal Code Section 836.5 in order to enforce the provisions of the Municipal Code; and

WHEREAS, Ordinance No. 596 shall become effective on the 31st day after its adoption; and

WHEREAS, pursuant to the provision of Section 1.12.130(d), the City Council is authorized to identify the classification of City officers or employees who will be able to issue citations to enforce the Municipal Code; and

WHEREAS, the employees serving as Community Safety Specialists play a pivotal role in ensuring that the public health, safety and welfare is protected through the enforcement of the City's ordinances and have been previously granted the authority to issue citations under the provisions of Resolution No. 99-29; and

WHEREAS, the City Council wishes to expand the citation authority of the Community Safety Specialists and grant citation authority to the Code Enforcement Officers in order to further their commitment to protect the health, safety and welfare of the Commerce community; and

WHEREAS, the City Council believes that expanding the citation authority of the Community Safety Specialists and granting citation authority to the Code Enforcement Officers to enforce certain chapters of the Commerce Municipal Code and State statutes will ensure that the public health, safety and welfare of the City is served.

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

Section 1. Pursuant to the provisions of California Penal Code Section 836.5 and Commerce Municipal Code Section 1.12.130, the City of Commerce Community Safety Specialists and Code Enforcement Officers have the duty and are authorized to issue citations for violations of the following chapters of the Commerce Municipal Code when performing their respective assigned duties:

- A. Title 5, Chapters 5.04 ("Business Licenses"), 5.10 ("Use and Sale of Safe and Sane Fireworks"), 5.16 ("Vendors") and 5.17 ("Itinerant Vendors");
- B. Title 6, Chapter 6.08 ("Nuisances");
- C. Title 8, Chapter 8.04 ("Animals and Pound");
- D. Title 9, Chapters 9.04 ("General Offenses"), 9.06 ("Conduct in Parks and City Facilities") and 9.07 ("Conduct on Public Buses");
- E. Title 10, Chapters 10.20 ("Traffic Control Devices") and 10.44 ("Parking");
- F. Title 12, Chapters 12.06 ("Street Trees") and 12.16 ("Obstructions"), and
- G. Title 19, Chapters 19.07 ("Residential Zones"), 19.19 ("Site Planning and General Development Standards"), 19.21 ("Off-Street Parking and

Loading"), 19.25 ("Signs"), 19.31 ("Standards for Specific Land Uses") and 19.39 ("Administration of the Zoning Ordinance").

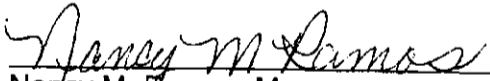
Section 2. Pursuant to the provisions California Penal Code Section 836.5, Commerce Municipal Code Section 1.12.130 and any other applicable State law or statute, the City of Commerce Community Safety Specialists and Code Enforcement Officers have the duty and are authorized to issue citations for violations of the following California statutes when performing their respective assigned duties:

- A. California Penal Code Sections 556 ("Public property; necessity of permission"), 556.1 ("Estate of right of possession; necessity of consent") and 591 ("Telegraph, telephone, cable television or electric lines");
- B. California Public Resources Code Section 41950 ("Unauthorized removal of recyclable materials");
- C. California Vehicle Code Section 22520.5 ("Vending on or near freeways");
- D. Uniform Building Code Sections 109.1 ("Certificate of Occupancy – Use and Occupancy") and 109.2 ("Certificate of Occupancy – Change in Use"), and
- E. Uniform Housing Code Sections 1001.4 ("Nuisance"), 1001.5 ("Hazardous Electrical Wiring"), 1001.6 ("Hazardous Plumbing"), 1001.8 ("Faulty Weather Protection"), 1001.9 ("Fire Hazard"), 1001.11 ("Hazardous or Unsanitary Premises") and 1001.14 (Improper Occupancy).

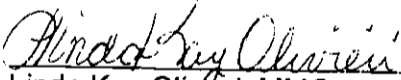
Section 3. Except as herein amended, the provisions of Resolution No. 99-29 shall remain in full force and effect.

Section 4. This Resolution shall take effect on the thirty-first (31st) day after its adoption.

PASSED, APPROVED AND ADOPTED this 20th day of June, 2006.


Nancy M. Ramos, Mayor

ATTEST:


Linda Kay Oliveri, MMC
City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMMERCE, CALIFORNIA, AUTHORIZING COMMUNITY
SAFETY SPECIALISTS TO ISSUE CITATIONS FOR
VIOLATIONS OF CHAPTERS 5.04, 5.16, 5.17, 9.04, 9.06, 9.07, AND
10.44 OF THE COMMERCE MUNICIPAL CODE**

WHEREAS, the Commerce City Council has made it a priority to protect the health, safety and welfare of the Commerce community by encouraging the vigorous enforcement of the Commerce Municipal Code; and

WHEREAS, the city employees serving as Community Safety Specialists play a pivotal role in ensuring that the public safety is protected through the enforcement of the City's laws; and

WHEREAS, the Commerce City Council wishes to expand the citation authority of the Community Safety Specialists in order to further their commitment to protecting the safety and welfare of the Commerce community; and

WHEREAS, the Commerce City Council believes that authorizing the City's Community Safety Specialists to enforce certain chapters in Commerce Municipal Code will ensure that the public health, safety and welfare is served.

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


Section 1. That the Community Safety Specialists are authorized to issue citations for violations of the following Chapters of the Commerce Municipal Code:

- A. Title 5, Chapters 5.04 ("Business License"), 5.16 ("Vendors") and 5.17 ("Itinerant Vendors");
- B. Title 9, Chapters 9.04 ("General Offenses"), 9.06 ("Conduct in Parks"), and 9.07 ("Conduct on Public Buses");
- C. Title 10, Chapter 10.44 ("Parking").

Section 2. That each Community Safety Specialist issuing citations for violations of the provisions set forth in Section 1 shall obtain P.O.S.T. certification and meet all the requirements and obtain the necessary training pursuant to Penal Code Sections 832, 836.5, and 853.5.

Section 3. That this resolution shall take full force and effect upon adoption by the City Council.

PASSED AND APPROVED this 5th day of October, 1999 at Commerce, California.


LELA LEON
Mayor

ATTEST:


Linda Kay Olivieri, CMC/AAE
City Clerk



AGENDA REPORT

Meeting Date: 10/02/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,

- A) CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES
- B) REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013
- C) CONSENTING TO AN ELECTION CONSOLIDATION WITH THE CITY OF LOS ANGELES, INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT, AND ORDERING THAT THE THREE (3) SEATS ON THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT APPEAR ON THE BALLOT OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013
- D) ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION

RECOMMENDATION:

Approve and adopt the Resolutions and assign the numbers next in order.

MOTION:

Move to approve and adopt the Resolutions and assign the numbers next in order with the approval of Resolution (C) to be as amended, with the City Clerk directed to insert the appropriate Resolution number and Council meeting date in the first paragraph, following approval of Resolution (A).

BACKGROUND:

The proposed Resolutions A, B and D are required to be approved prior to the conducting of the March 5, 2013, General Municipal Election.

Further, in the latter half of 2001, the City Council of the City of Los Angeles changed its Primary Nominating Election date from April of odd-numbered years to the first Tuesday after the first Monday in March of odd-numbered years. This change results in the

Primary Nominating Election falling on the same date as the City of Commerce's General Municipal Election [proposed Resolution C].

ANALYSIS:

Resolution A:

Calls for the holding of the General Municipal Election on Tuesday, March 5, 2013, for the election of three (3) members of the City Council for the full term of four (4) years. The proposed Resolution further sets the compensation for election officers and polling place rental fees.

The nomination period will begin November 12, 2012 [legal holiday], and end December 7, 2012, at 6:00 p.m.

Resolution B:

Requests specified services from the Los Angeles County Board of Supervisors to the City relating to the conducting of the March 5, 2013, General Municipal Election.

Resolution C:

By Resolution, dated September 11, 2012, under Council File No. 13-1100, the City of Los Angeles City Council is requesting that the City of Commerce consolidate a portion of Los Angeles' Primary Nominating Election with the General Municipal Election to be held on Tuesday, March 5, 2013.

By consenting to the consolidation, the City's ballot for the General Municipal Election will include, for the entire City, Member of the City Council (three seats, at large) and Board of Trustees of the Los Angeles Community College District (three seats, at large, for Districts 2, 4 and 6).

Consenting to this consolidation will serve the purpose of allowing the registered voters in Commerce to vote one ballot, as opposed to two separate ballots. It will be less confusing for the voters to have all offices appear on one ballot. Further, the election workers will not be required to perform double duty by being responsible for two separate ballots, which, at the close of the polls, will need to be delivered to two separate counting centers.

The change in election date eliminates the need for voters to go to the polls in both March (for municipal elections) and April (for LACCD) and for the election workers to work back-to-back elections.

The City Clerk of the City of Commerce will canvass the returns of the entire election, including the returns of that portion of the City of Los Angeles Primary Nominating Election which is being requested to be consolidated with the General Municipal Election.

Finally, the City of Los Angeles will reimburse to the City of Commerce a proportionate share of the costs for conducting the consolidated election.

The first time the City of Los Angeles was permitted to consolidate its Primary Nominating Election with the City of Commerce's General Municipal Election was in March 2003. Voter turnout for the City of Los Angeles Primary Nominating Election was increased as a result of this consolidation. Further, the City of Commerce's share of the election cost is approximately one-half of the normal election costs without the consolidation.

Resolution D:

Adopts regulations for candidates for elective office in the City pertaining to the candidate's statement prepared by any candidate and submitted to the voters at

City elections. This Resolution, as in the past, permits candidates to prepare a candidate's statement which may include the name, age and occupation of the candidate and a brief description of no more than 400 words of the candidate's education and qualifications expressed by the candidate. Further, the statements may not include party affiliation or participation or membership in partisan political organizations.

Also, as has been the practice for many years, candidates will be required to bear the cost of printing their candidates' statements in the voter information pamphlet. The City will bear the cost for translating the statements into any language that may be required by State and/or Federal Law, namely, Spanish.

The only major change to the proposed Resolution may be found in Section 4, relating to miscellaneous provisions, Subsection A, where "court-certified translators" was changed to "professionally-certified translators".

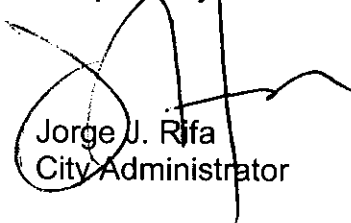
FISCAL IMPACT:

This activity can be carried out without additional impact on the current operating budget as funds for the conducting of the 2013 General Municipal Election are already included in the City Clerk's 2012-2013 fiscal year budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:


Not applicable.

Respectfully submitted,



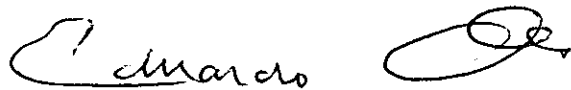
Jorge J. Rifa
City Administrator

Recommended by,



Linda Kay Olivieri
City Clerk

Reviewed as to form:



Eduardo Olivo
City Attorney

Fiscal impact reviewed by:



Vilko Domic
Director of Finance



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL
ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013, FOR THE ELECTION OF
CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE
STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, March 5, 2013, for the election of Municipal Officers.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Commerce, California, on Tuesday, March 5, 2013, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. (7:00 a.m.) of the day of the election and shall remain open continuously from that time until eight o'clock p.m. (8:00 p.m.) of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5. That pursuant to Elections Code §12310, a stipend for services for the persons named as precinct board members is fixed at the sum of \$100.00 for each Inspector and \$80.00 for each Clerk for the election. In addition, the sum of \$25.00 will be given to each precinct board member who attends the training class for the election and the sum of \$10.00 will be given to each Inspector to pick up the precinct supplies at City Hall. The rental for each polling place, where a charge is made, shall be the sum of \$25.00 for the election. When required, the compensation of the Custodian of a building shall be \$12.00 for the election.

SECTION 6. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013

WHEREAS, a General Municipal Election is to be held in the City of Commerce, California, on Tuesday, March 5, 2013; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County of Los Angeles; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Commerce.

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

SECTION 1. That pursuant to the provisions of §10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County of Los Angeles to permit the County Election Department to prepare and furnish the following for use in conduction the election:

1. A listing of County precincts with number of registered voters in each, so the City may consolidate election precincts in City voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the County uses for its elections;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to State law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, CONSENTING TO AN ELECTION CONSOLIDATION WITH THE CITY OF LOS ANGELES, INCLUDING THE LOS ANGELES COMMUNITY COLLEGE DISTRICT, AND ORDERING THAT THE THREE (3) SEATS ON THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT APPEAR ON THE BALLOT OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2013

WHEREAS, a General Municipal Election will be held on Tuesday, March 5, 2013, and has been called by Resolution No. _____, adopted by the City Council of the City of Commerce on _____; and

WHEREAS, in accordance with the City of Los Angeles' Resolution, adopted by the City Council of the City of Los Angeles on September 11, 2012, under Council File No. 13-1100, the City Council of the City of Commerce is hereby requested to consent to a consolidation with the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District, with the City's General Municipal Election scheduled to be held on Tuesday, March 5, 2013; and

WHEREAS, the City of Los Angeles agrees to pay its' proportionate share of the costs relating to the conduct of this election.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, the City Council of the City of Commerce hereby consents to consolidate the Primary Nominating Election of the City of Los Angeles, including the Los Angeles Community College District for the purpose of electing three (3) Members of the Board of Trustees for the Los Angeles Community College District in Districts 2, 4 and 6, with the General Municipal Election of the City of Commerce.

SECTION 2. In the event it appears at a later time that it would be in the best interest of the voters in the City of Commerce to conduct these elections concurrently, instead of by consolidation, then only a verbal agreement between the two City Clerks is required to do so. A concurrent election is when each city conducts its own election separately, but using the same polling places and sharing election workers. Voters will walk in, sign a Roster and vote a City of Commerce ballot, deposit it in the City of Commerce ballot box, and then sign a second Roster, vote a City of Los Angeles ballot and deposit it in the City of Los Angeles ballot box. The voters will get a sample ballot from each city, and will have to apply to each city for a vote by mail ballot from the respective city.

SECTION 3. In the event that the General Municipal Election to be held in the City of Commerce should be cancelled due to insufficient candidates, then the City of Los Angeles will be responsible for the conduct of their election within the boundaries of the City of Commerce.

SECTION 4. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That the City Clerk shall forward without delay, a copy of said Resolution to the Los Angeles County Board of Supervisors, the Los Angeles County Registrar-Recorder/County Clerk and to the City Clerk of the City of Los Angeles.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

CITY OF LOS ANGELES

CALIFORNIA

JUNE LAGMAY
City Clerk

HOLLY L. WOLCOTT
Executive Officer



ANTONIO R. VILLARAIGOSA
MAYOR

Office of the
CITY CLERK

Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
General Information - (213) 978-1133
Fax: (213) 978-1040

SHANNON HOPPE
Council and Public Services
Division

www.cityclerk.lacity.org

When making inquiries relative to
this matter, please refer to the
Council File No.

CERTIFICATION

STATE OF CALIFORNIA,

] ss.

COUNTY OF LOS ANGELES,

I, June Lagmay, City Clerk of the City of Los Angeles and ex-officio Clerk of the City Council of the City of Los Angeles, do hereby certify and attest the foregoing to be a full, true and correct copy of the original attached to Council file No. 13-1100 and adopted in Council on September 11, 2012 on file in my office, and that I have carefully compared the same with the original.

In Witness Whereof, I have hereunto set my
hand and affixed the Seal of the City of
Los Angeles, this 13th day of September, 2012.

City Clerk of the City of Los Angeles

By


Vera Mendez, Deputy

CITY OF LOS ANGELES

CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

JUNE LAGMAY
City Clerk

HOLLY L. WOLCOTT
Executive Officer

When making inquiries relative to
this matter, please refer to the
Council File No.

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SHANNON HOPPE
Council and Public Services
Division

www.cityclerk.lacity.org

September 12, 2012

To All Interested Parties:

The City Council adopted the action(s), as attached, under Council File No. 13-1100,
at its meeting held September 11, 2012.

City Clerk
vm

28



Council Action

The City Council ADOPTED the following recommendation(s), contained in a COMMUNICATION FROM THE CITY CLERK which were WAIVED, pursuant to Council Rule 17, by the Chair of the Rules, Elections and Intergovernmental Relations Committee:

ADOPT the accompanying RESOLUTION that the 15 Los Angeles area cities identified in Exhibit I of the City Clerk report, attached to the Council file, agree to consolidate a portion of the City of Los Angeles Primary Nominating Election to be held on Tuesday, March 5, 2013 with the Municipal Elections of those cities to be held on the same date.

Council File No. 13-1100

ADOPTED

SEP 11 2012

LOS ANGELES CITY COUNCIL

RESOLUTION

A RESOLUTION OF THE LOS ANGELES CITY COUNCIL REQUESTING THAT THE FIFTEEN CITIES IDENTIFIED IN EXHIBIT I HEREIN AGREE TO CONSOLIDATE A PORTION OF THE PRIMARY NOMINATING ELECTION, TO BE HELD ON TUESDAY, MARCH 5, 2013, WITH THE MUNICIPAL ELECTIONS OF THOSE CITIES TO BE HELD ON THE SAME DATE.

WHEREAS, on March 5, 2013, Municipal Elections will be held in the cities identified in Exhibit I herein; and

WHEREAS, the City of Los Angeles will also conduct a Primary Nominating Election on March 5, 2013, to elect the Mayor, City Attorney, Controller, Members of the Los Angeles City Council, Members of the Board of Education of the Los Angeles Unified School District, Members of the Board of Trustees of the Los Angeles Community College District and to possibly place ballot measures before the voters; and

WHEREAS, portions of Los Angeles Unified School District and the Los Angeles Community College District elections overlap the boundaries of the Exhibit I cities; and

WHEREAS, to improve voter participation, it is desirable to consolidate the Primary Nominating Election and the Municipal Elections of the Exhibit I cities, with respect to those portions of the Los Angeles Unified School District and/or the Los Angeles Community College District that overlap their boundaries; and

WHEREAS, to enhance voter convenience and improve the administration of the consolidated elections, it is desirable that the precincts, polling places, election officers, voting hours, and vote by mail procedures of the elections be the same; and for the City Clerks of the Exhibit I cities to canvass the returns of the election for those portions of Los Angeles Unified School District and/or the Los Angeles Community College District that are within their boundaries; and that the consolidated elections be held in all respects as if there were only one election; and

WHEREAS, cost savings will result from the consolidation and sharing of costs of these elections.

NOW, THEREFORE, the Los Angeles City Council does hereby resolve, determine and order as follows:

Section 1. Pursuant to the requirements of California Elections Code Sections 10400 through 10418 and Los Angeles City Election Code Section 105, the City Councils of the Exhibit I cities are requested to consent and agree to consolidate the Primary Nominating Election, with respect to those portions of the Los Angeles Unified School District and/or the Los Angeles Community College District elections which are within their boundaries with their Municipal Elections to be held on March 5, 2013; and that the elections shall be held in those cities in all respects as if there were only one election, except as noted in Section 2 below. The precincts, polling places, officers of election, ballots and canvassing procedures and all other conditions for this portion of the Primary Nominating Election shall be the same as those provided by those cities for their Municipal Elections.

Section 2. The procedures for filing and qualifying Primary Nominating Election candidates and ballot measures for inclusion in the election shall be governed by the Los Angeles City Charter and Election Code and the Los Angeles City Clerk is directed to transmit the qualifying process, without delay, for inclusion in their official and sample ballots and other election related voter information materials.

Section 3. The City Clerks of the Exhibit I cities are authorized to canvass the returns of that portion of the Primary Nominating Election which is requested to be consolidated with the Municipal Elections of their respective cities, and those City Clerks are further requested to complete the portion of the canvass relating to the Primary Nominating Election within 21 days of the date of the consolidated election.

Section 4. The City Councils of the Exhibit I cities are requested to issue instructions to their respective City Clerks to take any and all steps necessary to hold the consolidated election.

Section 5. The City of Los Angeles agrees to reimburse the Exhibit I cities the proportionate share of the costs for conducting the consolidated election. This agreement does not affect the obligation of the Los Angeles Unified School District and the Los Angeles Community College District to reimburse the City of Los Angeles for the overall conduct of the Primary Nominating Election.

Section 6. Should any of the Exhibit I cities choose not to consolidate the Primary Nominating Election with the Municipal Election of their respective city, the Los Angeles City Clerk is directed to conduct the Primary Nominating Election in that city as required.

Section 7. The Los Angeles City Clerk shall certify to the adoption of this Resolution and file a certified copy thereof with the City Councils of the Exhibit I cities and with the Los Angeles County Registrar-Recorder.

I certify that the foregoing Resolution was adopted by the Council of the City of Los Angeles at its meeting of SEP 11 2012.

June Lagmay, City Clerk

By: *Richard J. Rath*
Deputy



Council File No: 13-1100

EXHIBIT I

CITIES HOLDING MUNICIPAL ELECTIONS ON MARCH 5, 2013

	NAME OF CITY	LAUSD*	LACCD**
1.	Bell	no	yes
2.	Beverly Hills	yes	yes
3.	Calabasas	yes	yes
4.	Carson	yes	yes
5.	Commerce	no	yes
6.	Cudahy	no	yes
7.	Gardena	no	yes
8.	Huntington Park	no	yes
9.	Monterey Park	no	yes
10.	Palos Verdes Estates	no	yes
11.	Rolling Hills	no	yes
12.	San Fernando	yes	yes
13.	San Gabriel	no	yes
14.	South Gate	no	yes
15.	West Hollywood	yes	yes

* Los Angeles Unified School District

** Los Angeles Community College District

Note: LACCD conducts elections at large; therefore, three Board of Trustee seat elections, for 2, 4, and 6, will be conducted in each jurisdiction for LACCD.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING
TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a Municipal Election, including costs of the candidate's statement.

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

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Commerce may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 400 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, the City is required to translate candidates' statements into the following languages:
Spanish.
- B. Pursuant to State law, the candidate's statement must be translated and printed (in the voters pamphlet) in any language at the candidate's request.
- C. The City Clerk shall
 - 1. Translations
 - (a) have all candidates' statements translated into the languages specified in (A), above.
 - (b) have translated those statements into the languages as requested by the candidate in (B), above.
 - 2. Printing
 - (a) print all translations of all candidates' statements in the main voter pamphlet.
– the main voter pamphlet will be in English and Spanish.
 - (b) have all translations made available upon request in the office of the City Clerk.

SECTION 3. PAYMENT.

- A. Translations
 - 1. The candidate shall not be required to pay for the cost of translating the candidate's statement into any required foreign

language as specified in (A) and/or (B) of Section 2, above, pursuant to Federal and/or State law.

2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and/or (B) of Section 2, above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

B. Printing

1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2, above, in the main voter pamphlet.
3. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language requested by the candidate per (B) of Section 2, above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS

- A. All translations shall be provided by professionally-certified translators.
- B. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous Resolutions establishing Council policy on payment for candidates' statements are repealed.

SECTION 8. That this Resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this _____ day of _____,
2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

ELECRES3.DOC



AGENDA REPORT

Meeting Date: October 2, 2012

TO: Honorable City Council
FROM: City Administrator
SUBJECT: Proposed New Transit Operation for Commerce Bus Line - "Citadel Express Service"

RECOMMENDATION:

Receive and file and provide appropriate direction as deemed necessary.

MOTION:

Move to approve recommendation.

BACKGROUND:

The City of Commerce's fixed route bus service only provides service within the City of Commerce and the fringes of the surrounding communities. Regional bus service is provided by Metro and Montebello Municipal Bus Lines to downtown Los Angeles and surrounding cities by the following routes:

<u>Operator</u>	<u>Route & Service Area</u>
Metro	62 Downtown Los Angeles via Telegraph Road
Montebello	50 Downtown Los Angeles via Washington Boulevard

The above services are local in nature and trips from downtown Los Angeles can take over an hour. There has been an unmet need for express bus service between downtown Los Angeles, Union Station (Metrolink, Red Line, Gold Line) and the employment and retail centers in the City of Commerce.

ANALYSIS:

Over the past several months, staff has met with Metro and Commerce businesses to develop an express bus route that would provide direct service between downtown Los Angeles, Union Station (Metrolink, Red Line, Gold Line) and the employment and retail centers in the City of Commerce.

The goals of the new express bus service are:

- Provide direct service for employees working at the Citadel Outlets, Commerce Casino, and other employment sites in the City;
- Provide direct service for transit users transferring from Metrolink and Metro buses and trains in downtown Los Angeles to Commerce; and
- Provide direct service for visitors in downtown Los Angeles to the Citadel Outlets and Commerce Casino

The impact of this proposed service is significant. Over 5,000 employees work at the Citadel Outlets and Commerce Casino, plus thousands of employees at other businesses throughout the City. Public transit would be a more appealing option for these commuters with a thirty minute or less express bus trip from downtown Los Angeles.

Service would also be appealing to shoppers at the Citadel Outlets, which annually generate millions of dollars in sales tax revenue for the City.

Proposed Route

The proposed **Citadel Express** bus service would operate 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 would operate approximately every hour.

The proposed route is shown in Exhibit 1. The route would serve 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; the bus stop would be conveniently located at Gateway Plaza Bus Stop 7;
- Citadel Outlets and Commerce Casino on Telegraph Road; and
- Commercial areas along Garfield Avenue, Bandini Boulevard, Washington Boulevard, and Slauson Avenue

The Transportation Department is proposing to implement this new service prior to the upcoming holidays. The Department has adequate equipment and staffing to begin this exciting new service.

Metro has approved the route and bus stops proposed by the City of Commerce.¹

FISCAL IMPACT:

Cost of Service

The estimated costs to operate the **Citadel Express** are shown below:

Cost Category	Cost/Hour
Labor	\$ 43.20
Maintenance	\$ 17.79
General & Administrative	\$ 2.56
Subtotal	\$ 63.55
Annual Revenue Hours	5,145
ANNUAL COST	\$ 326,965

The figures for the operating costs are from Fiscal Year 2011, National Transit Database (NTD) statistics submitted to the Federal Transit Administration.

Funding

Metro used the Formula Allocation Procedure (FAP) to allocate capital and operating funds.²

Operating Funds (FAP) are allocated based on the following formula:

- 50% Revenue Service Miles; and

¹September 19, 2012 correspondence from Mr. Scott Page, Manager, Service Planning and Analysis.

²Detailed back-up on the FAP process is contained in the LACMTA Transportation Funds Guidelines Administration Reference Manual, Volume 1, C. Funding Procedures

- 50% Fare Units-as defined as total farebox revenue divided by base fare

Since Commerce doesn't charge a fare, the missing revenue is including Proposition C 40% Discretionary funding under "Zero-Fare Compensation for Commerce".

The proposed **Citadel Express** service would increase service miles by approximately 20%, thus increased FAP operating and capital funds. The expense of operating the **Citadel Express** is estimated at \$326,965 annually, and would be fully covered by increased funding from Metro through the FAP formula. There is a two-year lag before receiving these funds.

It should be noted that the start date for the Citadel Express would be approximately November 2012. Therefore, the annual costs for the proposed service would be prorated, bringing the total operating costs for FY 2012-13 to \$190,000. Staff is working closely with Finance to identify funding options; and will bring this item back to Council mid-year with funding recommendations. The \$326,965 for FY 2013-14 will be addressed during the budget review process.

Metro has confirmed that there would be no negative impact on Commerce's transit funding by the implementation of the **Citadel Express**.³

RELATIONSHIP TO 2009 STRATEGIC GOALS:

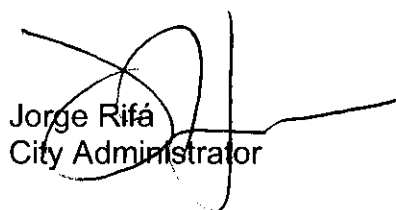
The proposed recommendation relates to the 2009 strategic planning goal: "*Protect and Enhance the Quality of Life in the City of Commerce*," as it addresses an environmental issue through the increased use of public transit service, resulting in lower emissions.

Recommended by:



Claude McFerguson
Director of Transportation

Respectfully submitted,



Jorge Rifa
City Administrator

Budget Impact Review by:



Vilko Domic
Director of Finance

Approved as to Form:

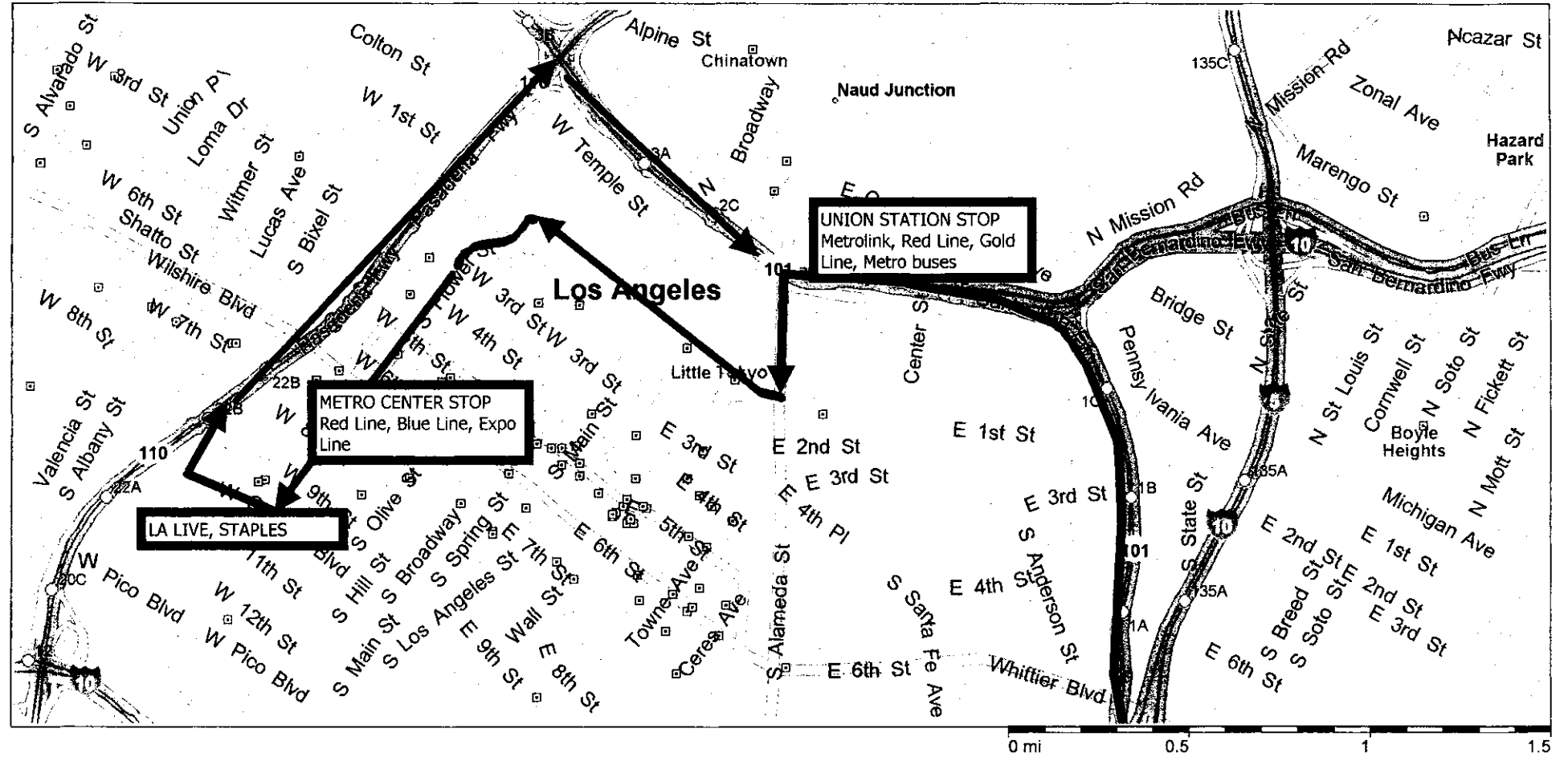


Eduardo Olivo
City Attorney

Attachment: Proposed Route
Letter from Claude McFerguson, City of Commerce, Dated Sept. 17, 2012
Letter from Nalini Ahuja, Metro, Dated Sept. 18, 2012

³ September 18, 2012 letter from Ms. Nalini Ahuja, Executive Director Office of Management & Budget

Citadel Express Map-Downtown Los Angeles Route





City of Commerce

Transportation Department

September 17, 2012

Ms. Nalini Ahuja
Executive Director
Office of Management & Budget, Budget & Local Programming
LACMTA
1 Gateway Plaza, 23rd Floor
Los Angeles, CA 90012-2952

Re: Commerce Bus Lines Service Expansion

Dear Ms. Ahuja,

The City of Commerce (City) is planning its first major service expansion in over fifteen years. The new route will link downtown Los Angeles transit connections with major employment centers in the City, as well as the Citadel Outlets located on Telegraph Road. The Outlets are the largest retail center in Southeast Los Angeles County, and are the destination for over 15 million shoppers annually.

We are coordinating this new service with Metro operations staff to avoid service duplication, and to locate joint bus stops. The City plans to start operating the new route within the next thirty to forty-five (30-45) days.

The new route would expand transit service operated by the City by over twenty (20) percent. We have talked with you and your staff over several weeks regarding the impact this service expansion will have on the City's transit funding through Metro's Formula Allocation Procedure (FAP).

Prior to initiating this vital transit service, please confirm the following regarding the City's transit funding:

1. The new service would be incorporated into FAP revenue funding calculations after a two (2) year lag; and
2. The new service would not negatively impact the City's current transit funding.

The City Council is scheduled to review and approve this service expansion at the October 2, 2012 meeting.

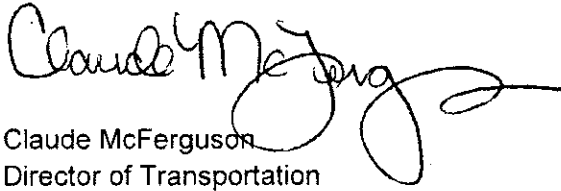
5555 Jillson Street
Commerce, CA 90040
Phone: 323•887•4419
Fax: 323•724•2776

“Where Quality Service Is Our Tradition”

Page 2 of 2
September 17, 2012
Ms. Nalini Ahuja

We appreciate Metro's unwavering support and look forward to your written response.

Sincerely,

A handwritten signature in black ink, appearing to read "Claude McFerguson". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Claude McFerguson
Director of Transportation

cc: Mr. Jorge Rifá, City Administrator
Mr. Carlos Vendiola, Metro



Metro

September 18, 2012

Mr. Claude McFerguson
Director of Transportation
City of Commerce
5555 Jillson Street
Commerce, CA 90040

Re: Commerce Bus Lines Service Expansion

Dear Mr. McFerguson,

This is in response to your request for confirmation on the eligibility for Formula Allocation Procedure (FAP) funding of Commerce Bus Lines service expansion as described in your letter dated September 17, 2012.

Our review of existing federal and state laws, as well as local regulations and MTA Board policies and guidelines indicates that the subject service expansion qualifies for FAP funding provided that its existing terms and conditions are met, including but not limited to:

- Authorization from MTA to start the service
- Verifiable operating data to be included in the Transportation Performance Measure (TPM) form
- Submission of the required documents (SRTP, NTD, State Controller's Report and Financial and Compliance Audit)

Funding will start two years after when the actual data maybe incorporated into your TPM form for inclusion in our annual Transit Funds Allocations. This funding will be in addition to your current transit funding.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Nalini Ahuja
Executive Director
Office of Management & Budget and Local Programming



AGENDA REPORT

Meeting Date: 10/02/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING CHAPTER 9.40 (POLITICAL CAMPAIGN SIGNS) OF TITLE 9 (PEACE, SAFETY AND MORALS) OF THE COMMERCE MUNICIPAL CODE BY AMENDING SUBSECTION (2) OF SECTION 9.40.030 (POSTING IN CERTAIN PLACES PROHIBITED), SECTION 9.40.070 (REMOVAL PROCEDURE), 9.40.080 (STORAGE—NOTICE—RETURN), 9.40.100 (PERSONS RESPONSIBLE) AND 9.40.110 (ILLEGAL SIGNS—PUBLIC NUISANCE) – Second Reading

RECOMMENDATION:

Approve and adopt the Ordinance.

MOTION:

- 1) Move to read the Ordinance by title only.
- 2) Move to approve and adopt the Ordinance and assign the number next in order

ROLL CALL VOTE required.

BACKGROUND:

In 1988, the City Council approved and adopted Ordinance No. 416 adding Chapter 9.40 to the Municipal Code regulating the posting of political campaign signs in the City.

Section 9.40.070 outlines the removal procedure for signs posted in violation of Sections 9.40.030 and 9.40.040. Unless an illegally posted sign poses a hazard to motorists, pedestrians or cyclists using the public right-of-way, which allows for immediate removal, the City Clerk is required to provide 24-hours advance telephone notice of the intent to remove the sign, allowing the candidate, committee or person responsible for the posting of the sign the opportunity to remove it. If the sign remains after the 24-hour advance notice, or the City Clerk is unable to contact the candidate, committee or person responsible, then the sign may be removed.

ANALYSIS:

Over the years, the City has experienced an increase in the number of political campaign signs posted in violation of Chapters 9.40.030 and 9.40.040 of the Commerce Municipal Code. The City Clerk has followed the provisions set forth in Chapter 9.40 regarding the removal of such signs; however, this has not deterred individuals from replacing the signs after they have been removed.

The proposed Ordinance eliminates the 24-hour advance notice required prior to the removal of illegally placed campaign signs and allows for their immediate removal. Further, the proposed Ordinance will allow the candidate, committee or person respon-

sible for the sign to be charged the actual cost for the removal, storage, destruction and/or disposal of the sign.

The proposed Ordinance also clarifies certain public property where political campaign signs may not be posted and the persons responsible for the posting of campaign signs.

The Council approved the proposed Ordinance for first reading on September 18, 2012.

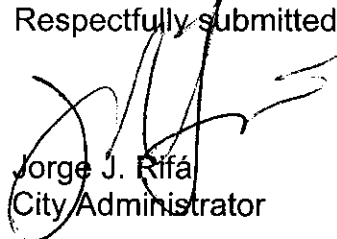
FISCAL IMPACT:

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

RELATIONSHIP TO 2009 STRATEGIC GOALS:

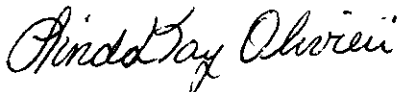
This item relates to the following 2009 Strategic Goal: "Protect and enhance the quality of life in the City of Commerce".

Respectfully submitted,



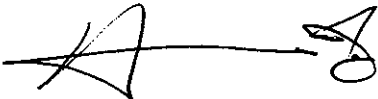
Jorge J. Rifa
City Administrator

Recommended by:



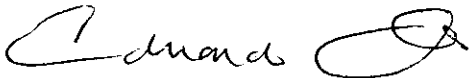
Linda Kay Olivieri
City Clerk

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Reviewed as to form:



Eduardo Olivo
City Attorney

Attachments: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, AMENDING CHAPTER 9.40 (POLITICAL CAMPAIGN SIGNS) OF TITLE 9 (PEACE, SAFETY AND MORALS) OF THE COMMERCE MUNICIPAL CODE BY AMENDING SUBSECTION (2) OF SECTION 9.40.030 (POSTING IN CERTAIN PLACES PROHIBITED), SECTION 9.40.070 (REMOVAL PROCEDURE), 9.40.080 (STORAGE—NOTICE—RETURN), 9.40.100 (PERSONS RESPONSIBLE) AND 9.40.110 (ILLEGAL SIGNS—PUBLIC NUISANCE)

THE CITY COUNCIL OF THE CITY OF COMMERCE, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Section 9.40.030 (Posting in Certain Places Prohibited) of Title 9 (Peace, Safety and Morals), Chapter 9.40 (Political Campaign Signs), subsection (2), of the Commerce Municipal Code is hereby amended in its entirety as follows:

“(2) On or within the confines of any public park, recreation area, or other type of landscaped or non-landscaped grounds or medians or developed or undeveloped real property owned or operated by the city or other governmental agency, or upon any flagpole or tree owned by a public agency;”

Section 2. Section 9.40.070 (Removal Procedure) of Title 9 (Peace, Safety and Morals), Chapter 9.40 (Political Campaign Signs), of the Commerce Municipal Code is hereby amended in its entirety as follows:

“9.40.070 Removal procedure.

When the city clerk or his/her agents find that a political campaign sign has been posted in violation of Sections 9.40.030 or 9.40.040, the city clerk or his/her agents shall remove the illegal sign, storing it in a safe location.”

Section 3. Section 9.40.080 (Storage—Notice—Return) of Title 9 (Peace, Safety and Morals), Chapter 9.40 (Political Campaign Signs), of the Commerce Municipal Code is hereby amended in its entirety as follows:

“9.40.080 Storage—Notice—Return—Costs.

If the city clerk or his/her agents remove any political signs, he/she shall keep a record of the date of removal and location from which the sign was removed. He/she shall store the political campaign sign in a safe location for at least four business days and shall notify by telephone the candidate, committee, or person responsible for the posting of the sign, indicating the fact of removal and the location where it may be retrieved. If the city clerk is unable to make telephone contact, he/she shall provide written notice, if the address of the candidate, committee or person responsible is known or can reasonably be ascertained. If the signs in his/her possession are not retrieved within four business days after the notice required by this section is given, the signs may be destroyed and disposed of. The candidate, committee or person responsible for the sign may be charged the actual cost for the removal, storage, destruction and/or disposal of the sign.”

Section 4: Section 9.40.100 of Title 9 (Peace, Safety and Morals). Chapter 9.40 (Political Campaign Signs), of the Commerce Municipal Code is hereby amended in its entirety as follows:

“9.40.100 Persons responsible.

In a campaign for political office, the candidate for such office, or the president or chief officer of a non-candidate controlled campaign committee, shall be deemed the person responsible for the posting of political campaign signs, unless he/she first notifies the city clerk of another person who is responsible. In such case, the candidate, president or chief

officer shall provide the name, address, telephone number and signed consent of such other responsible person. In a campaign regarding a ballot measure, the president or chief officer of the committee supporting or opposing such ballot measure shall be deemed responsible, unless he/she first notifies the city clerk of some other person responsible, in the manner described herein. The candidate, committee president or chief officer, or other responsible person if so designated, shall be liable to pay any fees or costs for the removal, storage, destruction and/or disposal of illegal signs and any fines imposed as set forth in this chapter. Further, such candidate, committee president or chief officer, or other responsible person may be subject to criminal prosecution for violation of Sections 9.40.030 or 9.40.040.

Section 5: Section 9.40.110 of Title 9 (Peace, Safety and Morals), Chapter 9.40 (Political Campaign Signs), of the Commerce Municipal Code is hereby amended in its entirety as follows:

“9.40.110 Illegal signs—Public nuisance.

Political campaign signs in violation of Sections 9.40.030 or 9.40.040 are declared to be public nuisances and may be abated by the city pursuant to the provisions of Chapter 9.32. The collection of removal fees shall not preclude the city from criminally prosecuting any person violating said sections.”

Section 6. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

Section 7. Effective Date. This Ordinance shall become effective thirty (30) days from and after its adoption.

Section 8. The City Clerk shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk



AGENDA REPORT

MEETING DATE: October 2, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING AN AGREEMENT WITH ALL AMERICAN ASPHALT FOR CASH CONTRACT NO. 1201 – ROSINI/ROSEWOOD NEIGHBORHOOD STREET REHABILITATION PROJECT (PHASE II)

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On June 19, 2012, as part of the Fiscal Year 2012/13 Capital Improvement Program Budget, the City Council allocated \$2,000,000 for the design and rehabilitation of streets in the Rosini and Rosewood Neighborhood Areas, which began to quickly deteriorate after they were paved in December 2009. The City Attorney will provide more background later in the report regarding L.A. County responsibility for an inadequate traffic index.

ANALYSIS:

On July 17, 2012, the City Council approved the Project Plans and Specifications and authorized staff to advertise for sealed bids.

On August 30, 2012, at 3:00 pm, in accordance with the Notice Inviting Sealed Bids, the City Clerk received 4 proposals, as follows:

<u>Name</u>	<u>City</u>	<u>Bid Amount</u>
All American Asphalt	Corona, CA	\$1,294,000.00
Palp Inc., dba Excel Paving Company	Long Beach, CA	\$1,284,682.50
Shawnan	Downey, CA	\$1,317,555.00
Sully Miller Contracting Company	Brea, CA	\$1,363,775.00

The project schedule is established as follows:

TASK	ESTIMATED DATE
ISSUE NOTICE INVITING BIDS	July 18, 2012
BID ADVERTISEMENT PERIOD	43 Days
MANDATORY PRE-BID MEETING	August 14, 2012
RESPONSES TO BIDDER QUESTIONS FROM CITY	by August 23, 2012
BIDS DUE AND OPENED IN PUBLIC BY CITY CLERK	August 30, 2012
AWARD OF CONTRACT	October 2, 2012
CONTRACT, BONDS AND INSURANCE TO CITY	October 16, 2012
PRE-CONSTRUCTION MEETING	October 18, 2012
ISSUE NOTICE TO PROCEED WITH CONSTRUCTION	October 22, 2012
CONSTRUCTION DURATION	40 working days from Notice to Proceed (or December 19, 2012)

After careful examination, consideration and reference checks, staff has found that All American Asphalt submitted the lowest, responsible and responsive bid for providing the requested services.

The contractor will be responsible for providing all labor, materials, equipment, tools and incidentals necessary to complete the work requested in accordance with the project plans and specifications and as directed by Onward Engineering, who will provide inspection and materials testing services required by the project.

FISCAL IMPACT:

This activity can be carried out at this time without additional impact on the current operating budget, as funding for this activity has been approved and included in the FY 2012/13 Capital Improvement Project Budget. As part of CIP budget, the City Council approved a project funding level of \$2,000,000 for design and construction, as follows:

Engineering and Construction Management	\$ 137,950 (existing agreement with Onward Engineering)
Construction	\$1,700,000
Contingency (approx. 9%)	\$ 162,050
Total Funding	\$2,000,000

The bid submitted from All American Asphalt is \$1,249,000, which is \$451,000 under the engineer's estimate. Staff is recommending that a contract for \$1,249,000 be awarded to All American Asphalt and that a project contingency of 20% or \$249,800 be set aside to complete the proposed improvements.

LEGAL:

The proposed improvements seek to remedy the pavement failures experienced after the previous street improvement project in these neighborhoods. Based on LaBelle-Marvin findings, the pavement failures are attributed to the failure of the Los Angeles County Public Works Department to adequately conduct a traffic index study and pavement design analysis.

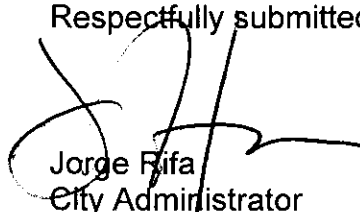
The pavement failures began to appear approximately 9 months after the project was completed in December of 2009. According to the County's Materials Analysis Report the selected option should have had a life service of 10 years. The City expended a total of \$711,405.00 for all improvements, of which approximately \$466,078.00 was for pavement repairs.

The City Council will be provided an analysis of its' legal options during an upcoming closed session meeting with respect to the pavement failures.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

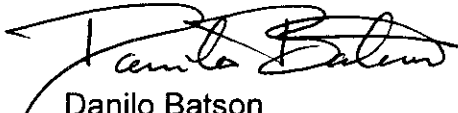
The issue before the Council is applicable to the following Council's strategic goal: *"Protect and Enhance Quality of Life in the City of Commerce."* Although, there are no specific objectives connected to this issue, the City is responsible for street maintenance and repairs.

Respectfully submitted,



Jorge Rifa
City Administrator

Prepared and recommended by:



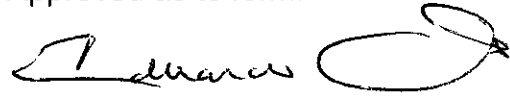
Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

File: 2012 City Council Agenda Reports
Cash Contract No. 1201 – Rosini/Rosewood Neighborhood Street Rehabilitation Project (Phase II) – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING AN AGREEMENT WITH ALL AMERICAN ASPHALT FOR
CASH CONTRACT NO. 1201- ROSINI/ROSEWOOD NEIGHBORHOOD STREET
REHABILITATION PROJECT (PHASE II)

WHEREAS, on July 6, 2012, the City Council approved the Plans and Specifications for Cash Contract No. 1201 - Rosini/Rosewood Neighborhood Street Rehabilitation and the Notice Inviting Sealed Bids; and

WHEREAS, All American Asphalt submitted the lowest bid.

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

Section 1. The Agreement between the City of Commerce and All American Asphalt is hereby accepted. The Mayor is hereby authorized to execute the contract for and on behalf of the City.

PASSED, APPROVED AND ADOPTED this ____ day of October, 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

**ROSINI/ROSEWOOD NEIGHBORHOOD STREET REHABILITATION PROJECT
PHASE II IN THE CITY OF COMMERCE**

THIS AGREEMENT is made and entered into this ____ day of October, 2012, by and between the City of Commerce, a Municipal corporation (the "City") and All American Asphalt ("Contractor").

RECITALS

WHEREAS, the CITY, by its Notice Inviting Bids duly advertised for written bids to be submitted on or before August 30, 2012 at 3:00 p.m., for the **Rosini/Rosewood Neighborhood Street Rehabilitation Project Phase II** (the "Project"); and

WHEREAS, on October 2, 2012, the City Council duly accepted the bid of Contractor for the Project as being the lowest responsible, responsive bid received and directed that a written contract be entered into with Contractor; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the City and Contractor hereby agree as follows:

ARTICLE I

The contract documents" for the Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, General Specifications, Standard Specifications, Special Provisions, Plans, the Contractor's Proposal, and all referenced specifications, details, standard drawings, and appendices, together with this Contract and all required bonds, insurance certificates, permits, notices, and affidavits, and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner.

All of the rights and obligations of the City and Contractor are fully set forth and described in the Contract Documents.

All of the above-mentioned documents are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The documents comprising the complete contract are hereinafter referred to as the "Contract Documents" and are hereby incorporated herein by this reference and made part hereof as though they were fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the Project and to fulfill all other obligations as set forth in the Contract Documents.

ARTICLE III

Contractor hereby agrees to receive and accept the total amount of One Million Two Hundred Forty-Nine Thousands Dollars (\$1,249,000.00), which is based on Contractor performing all of the bid quantities shown on Bid Schedule, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. The final total amount to be paid to the Contractor shall be based on actual bid quantities completed. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Contract Documents, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. The City shall herein retain five percent (5%) of said price until the provisions of Article XII herein have been met.

ARTICLE IV

The City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the amounts set forth in Article III hereof, and hereby agrees to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

In addition, Contractor hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this Project pertaining to the employment of unauthorized aliens as defined therein.

Should Contractor so employ unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

ARTICLE V

Contractor shall commence work on the date specified in the Notice to Proceed to be issued to Contractor by the City and shall complete work on the Project within the time schedule specified in the specifications.

ARTICLE VI

Contractor shall, without disturbing the condition, notify City in writing as soon as Contractor, or any of Contractor's subcontractor, agents or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

1. The presence of any material that the Contractor believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of this character provided for in this Contract.

Pending a determination by the City of appropriate action to be taken, Contractor shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

The City shall promptly investigate the reported conditions. If the City, through the City Engineer or his/her, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work to be performed under this Contract, then the City shall issue a change order.

In the event of a dispute between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights, which pertain to the resolution of disputes and protests between the parties.

ARTICLE VII

Contractor shall assume the defense of and indemnify and save harmless the City, its elective and appointive boards, officers, agents and employees, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the performance of the Contractor's work, regardless of responsibility of negligence; and from any and all claims, loss, damage, injury and liability, howsoever the same may be caused, resulting directly or indirectly from the nature of the work covered by the contract, regardless of responsibility of negligence; provided:

- (1) That the City does not, and shall not, waive any rights against Contractor which it may have by reason of the aforesaid hold-harmless agreement because of the deposit with the City by Contractor, of any of the insurance policies hereinafter described in this Contract.

- (2) That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the operations of Contractor or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

ARTICLE VIII

Before commencing work on the Project, Contractor shall furnish and file with the City a bond, or bonds, in a form satisfactory to the City, in the sum of one hundred percent (100%) of the Contract price, conditioned upon the faithful performance of this Contract and upon the payment of all labor and materials furnished in connection with this Contract.

ARTICLE IX

Contractor shall not commence work under this Contract until Contractor shall have obtained all insurance required by the Contract Documents and such insurance shall have been approved by the City as to form, amount and carrier, nor shall CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

(a) Worker's Compensation Insurance. Contractor shall take out and maintain, during the life of this Contract, Worker's Compensation Insurance, in the amounts required by State law, for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor's similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in work under this Contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor's to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

(b) Comprehensive General Liability, Products / Completed Operations Hazard, Comprehensive Automobile Liability And Contractual General Liability Insurance. Contractor shall take out and maintain during the life of this Contract such comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance as shall protect the City, its elective and appointive boards, officers, agents and employees from claims for damage for personal injury, including death, as well as from claims for property damage that may arise from Contractor or any subcontractor, or by anyone directly or indirectly employed by either Contractor or any subcontractors. The amounts of such insurance shall be as follows:

- Public Liability and Property Damage Insurance in an amount of not less than Two Million Dollars (\$2,000,000);
- Products/Completed Operations Hazard Insurance in an amount of not less than Two Million Dollars (\$2,000,000);
- Comprehensive Automobile Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000);
- Contractual General Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000);
- or General Aggregate Liability in an amount of not less than Two Million Dollars (\$2,000,000).

A combined single limit policy with aggregate limits in an amount of not less than Two Million Dollars (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

(c) Proof Of Insurance. The City shall be named as "additional insured" on all policies required hereunder, and Contractor shall furnish the City, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give the City at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of this Contract. Such insurance shall be primary and noncontributory with any other insurance maintained by the City.

(d) Notice To Commence Work. The City will not issue any notice authorizing Contractor or any subcontractor to commence work under this Contract until Contractor has provided to the City the proof of insurance as required by subparagraph (c) of this article.

ARTICLE X

If any dispute shall arise concerning this Agreement, the prevailing party shall be entitled to attorney fees.

ARTICLE XI

The parties agree that it would be impractical and extremely difficult to fix the actual damages to the City in the event the Project is not commenced and/or completed on or before the dates specified for commencement and completion of the Project in the Contract Documents. The parties have considered the facts of breach of this Contract and have agreed that the liquidated damages sum hereinafter set forth is reasonable as liquidated damages in the event of a breach, and that said sum shall be presumed to be the amount of the damages sustained by the City in the event of such a breach. The parties therefore agree that in the event such work is not begun and/or completed and accepted by the times so specified in the Contract Documents, the sum of Two-

hundred-fifty dollars (\$250) shall be presumed to be the amount of damages suffered by the City for each day's delay in the starting and/or completion and acceptance of the Project after the dates specified in the Contract Documents for the start and/or completion thereof, and Contractor hereby agrees to pay said sum of Two-hundred-fifty dollars (\$250) as liquidated damages for each day of delay in the starting and/or completion and acceptance of the Project beyond the date specified in the Contract Documents. The parties agree that the liquidated damages set forth herein are not intended to constitute a fine or penalty, and that they are based on a reasonable and fair estimate of the damages that the City will incur as a result of the breached set forth herein. Any and all such liquidated damage assessed shall be done so in accordance with that certain edition of the Specification for Public Works Construction, currently in effect as of the date of this Agreement.

ARTICLE XII

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Requirements related to employment and labor relations.

ARTICLE XIII

Upon completion of the Project and acceptance of same by the City Council, the City Administrator shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date such Notice of Completion is recorded, the City Finance Director shall release the funds retained pursuant to Article III hereof; provided there have been no mechanics' liens or stop notices filed against said work that have not been paid, withdrawn or eliminated as liens against said work.

ARTICLE XIV

This Contract shall not be assignable, either in whole or in part, by the Contractor without first obtaining the written consent of the City to such assignment.

ARTICLE XV

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the City.

ARTICLE XVI

If either party to this Agreement is required to initiate or defend, or is made a party to, any action or proceeding in any way connected with this Agreement, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorney's fees. Attorney's fees shall include reasonable costs for investigating such action conducting discovery and all other necessary cost the court allows, which are incurred in such litigation.

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

CITY OF COMMERCE

By: _____
Lilia R. Leon, Mayor

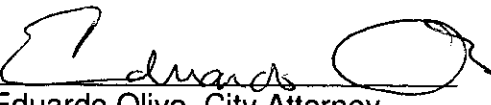
ATTEST:

By: _____
Linda Olivieri, MMC
City Clerk

CONTRACTOR

By: _____
Robert Bradley, Vice-President

APPROVED AS TO FORM:

By: 
Eduardo Olivo, City Attorney



AGENDA REPORT

MEETING DATE: October 2, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A SERVICES AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES WITH SIEMENS INDUSTRY, INC.

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND:

On June 21, 2005, the City of Commerce entered into a five-year agreement with Republic Electric ("Republic ITS") of Novato, California, for traffic signal maintenance services, with services to commence on July 1, 2005. Currently, the agreement is proceeding on a month-to-month basis. Republic ITS has provided excellent services to the City, especially during the 2-year implementation of the City's Traffic Synchronization Project, which demanded a contractor extremely familiar with the nuts-and-bolts of our traffic signal system.

ANALYSIS:

On August 6, 2012, the City Council approved the Request for Proposal (RFP) for Traffic Signal Maintenance and authorized staff to issue a Notice Inviting Bids/Proposals.

On September 6, 2012, the City received proposals from the following companies:

Contractor Name
1. Aegis ITS, Inc. Anaheim, CA
2. Republic ITS/Siemens Industry, Inc., Novato, CA
3. WESCORP, Grover Beach, CA

The City currently has 50 signalized intersections; 49 are maintained fully by the City and one is maintained in conjunction with the City of Bell. The services requested included monthly inspection and testing of each signal system, cleaning and adjusting of the controller cabinet and quarterly cleaning of all the signal heads. In addition, the City requested proposed costs for various repair emergency and non-emergency services.

The selected contractor will be responsible for providing traffic signal maintenance services for all City-owned traffic signals in the City, with the exceptions of those maintained by Los Angeles County Public Works Department under a joint-maintenance agreement between the City and L.A. County. The RFP proposed the same term and CPI adjustment process as set for recent City-issued RFPs (3-year with 2-year option, allows for contractor to request annual CPI adjustment, which is subject to City Council approval).

In order to evaluate the value of all bids received, a standardized set of expected services was developed, as outlined in the table below:

Quantity of Each Service, Annualized	AEGIS ITS, Anaheim, CA	WESCORP, Grover Beach, CA	SIEMENS, Novato, CA
Total inspections all intersections per year.	\$ 34,950	\$ 35,172	\$ 36,250
50 Monthly Cleaning of Controller Cabinet	\$ T&M for painting, other cost included in Item #1	\$ 9,600	\$ 9,250
50 Quarterly Cleaning of All signal indicators	\$ 38,850	\$ 9,950	\$ 7,750
TOTAL ANNUAL COST	\$73,800	\$54,722	\$53,250

Based on the above comparison, Siemens of Novato, CA, submitted the lowest, responsive proposal for the requested maintenance services.

It should be noted that the actual costs to the City for lamp replacement and various repairs vary significantly due to actual occurrences. The above contract cost only covers routine maintenance and repairs. There are usually substantial additional costs for the repair of traffic signals damaged or knocked down as a result of traffic accidents, many of which are hit-and-run incidents in which the City absorbs the entire repair/replacement cost.

Staff recommends that a service agreement for traffic signal maintenance be awarded to Siemens Industry, Inc., for the proposed amount of \$53,250 per year or \$4,437.50 per month.

FISCAL IMPACT

Funds for these services are available in the Fiscal Year 2012/13 Budget. City Council approved a budget of \$236,300 for these services based on prior years' expenditures, which average \$216,543 per year, including services provided by L.A. County for maintenance and repairs of 17 traffic signals at shared-intersections and emergency repairs. In the past five years, the City has spent as low as \$150,000 in 2008 to as high as \$287,000 in 2009 for traffic signal maintenance and repairs.

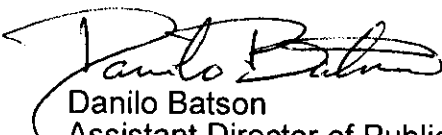
RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal: *"Protect and Enhance Quality of Life in the City of Commerce."* Although, there are no specific objectives connected to this issue, the City is responsible for the maintenance and care of city-owned traffic signals.

Respectfully submitted:


Jorge Rifa
City Administrator

Recommended and prepared by:


Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:


Vilko Domic
Director of Finance

Approved as to form:


Eduardo Olivo
City Attorney

File: 2012 City Council Agenda Reports
Traffic Signal Maintenance Services (RFP) Siemens Industry Inc. (Republic ITS) – Agenda Reports File

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A SERVICES AGREEMENT FOR TRAFFIC SIGNAL
MAINTENANCE SERVICES WITH SIEMENS INDUSTRY, INC.

WHEREAS, on August 6, 2012, the City Council approved a Request for Proposals (RFP) for Traffic Signal Maintenance services required by the City; and

WHEREAS, City staff determined that Siemens Industry, Inc., submitted the lowest responsive proposal..

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

Section 1. That the proposal by Siemens Industry, Inc. is hereby accepted. A Services Agreement between the City and Siemens Industry, Inc. 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 ____ day of _____, 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

THIS AGREEMENT (the "Agreement") dated as of _____, 2012 (the "Effective Date") is made by and between Siemens Industry, Inc., ("Contractor ") and the City of Commerce, a municipal corporation (the "City").

RECITALS

WHEREAS, the City is in need of traffic signal maintenance services and has requested proposals for such services; and

WHEREAS, Contractor has responded to the City's request for proposals and represents that it is specially trained, experienced and competent to perform the 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 set forth below.

AGREEMENT

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

Contractor 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.**

The term of this Agreement shall be as follows:

A. **Initial Term:** Three years from the Effective Date. The first year of the Initial Term shall a "probationary period during which the City will evaluate Contractor's performance and the satisfaction of the City with Contractor's performance. The City shall have the right, in its sole and absolute discretion, to terminate this Agreement after completion of such probationary period by providing Contractor with notice of the City's desire to terminate; such notice shall be provided by City within 3 weeks after the expiration of the probationary period. If the City exercises its right to terminate after the completion of the probationary period, the Agreement shall cease to exist. If the City fails to exercise such right to terminate, the Initial Term shall continue and conclude three years from the Effective Date.

B. **Optional Extension Period.** Two years after completion of Initial Term. The City may, in its sole and absolute discretion, exercise the right to extend the Agreement term by another two years after completion of the Initial Term. The City may do so at any time before the expiration of the Initial Term by providing Contractor with notice of the City's decision to exercise such option.

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. Financial Records.

Contractor 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. Contractor 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.

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.

Contractor may not have a subcontractor perform any Services except for the subcontractors identified in Exhibit "A" as such. Such identified subcontractors shall perform only those Services identified in Exhibit "A" as to be performed by such subcontractor. All labor,

materials, fees and costs of such identified subcontractors shall be paid exclusively by Contractor. No subcontractors may be substituted for any of the identified subcontractors except with the prior written approval of the City Administrator.

7. Responsible Principal and Project Manager.

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. The names of the Responsible Principal and the Project Manager are listed in Exhibit "A."

8. 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.

9. 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.

10. 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.

11. Insurance.

Contractor 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.

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.

13. 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.

14. 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.

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 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.

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 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 satisfy 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.

17. 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.

18. 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.

19. 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.

20. Termination.

This Agreement may be terminated, prior to the expiration of its term, 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 Contractor

pursuant to Section 25 of this Agreement.

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

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 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: City Administrator

For Contractor:

Siemens Industry, Inc.
371 Bel Marin Keys Boulevard
Novato, CA 94949
Attn: Steven Teal, Regional 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 Contractor 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: October ____, 2012


By: _____
Lilia R. Leon, Mayor

ATTEST:

Linda K. Olivieri, City Clerk

**SIEMENS INDUSTRY, INC.
CONTRACTOR**

DATED: October ____, 2012

By: 
Chris Reyes, Area Manager

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A

**APPENDIX A – COST PROPOSAL SCHEDULE
TRAFFIC SIGNAL MAINTENANCE SERVICES**

IN THE CITY OF COMMERCE

Name of Proposer	Republic Intelligent Transportation Services Inc. DBA: Republic ITS	
Contact Person:	Steven Teal-Regional Manager Landon Smith-Estimator	
Address:	371 Bel Marin Keys Blvd. #200, Novato, CA 94949 1266 N. La Loma Circle, Anaheim, CA 92806	
Tel: (415) 884-3000-C (714) 630-2100-L	Fax: (415) 884-4800-C (714) 630-2828-L	e-mail: dirk.glaser@siemens.com

SCOPE OF WORK

1. **SERVICES TO BE PROVIDED** The City desires to retain a contractor to provide full services for maintenance and repair of the City's 50 traffic signals (49 signals 100% in the City of Commerce, 1 signal shared with the City of Bell) on a monthly basis. Services are to include:
 - A. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.
 - B. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.
 - C. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.
 - D. Replacement of any failed lamp as identified during inspection or within one business day of notification if two or more lamps remain operating in the direction of travel: if less than two lamps are operating, Contractor shall respond within 24-hours of notification.
 - E. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City.
 - F. Maintain a record of all inspections on a report to be kept in each controller cabinet in a format acceptable to the City Engineer.

- G. Provide a monthly report to the city of all inspections including corrective actions taken at each traffic signal.
2. FREQUENCY AND QUANTITY OF SERVICE. The City currently has 50 traffic signals located at various intersections throughout the City. City desires to have each signal placed on an inspection schedule to ensure that each signal is inspected once every 90 days.
 3. CONTRACTOR TO PROVIDE. Contractor shall furnish all necessary personnel, vehicles, equipment, supplies and tools needed in support of the scope of services contained within this bid. Nothing in the specification shall implicitly or explicitly require the City to provide any personnel, vehicles, equipment, supplies or tools to the Contractor in performance of scope of work. City shall reserve the right to have City crews place any additional traffic control devices, including temporary stop signs at any signal location determined as necessary by the City Engineer.
 4. VEHICLE CONDITIONS. All vehicles and equipment shall be kept in a clean and well-maintained condition while operating within the city. Contractor shall ensure that each vehicle is inspected daily for safety related items, and that a record of the vehicle inspection shall be kept with the vehicle at all times the vehicle is operating within the city. City shall have the right to review vehicle inspection records at any time that the vehicle is operating within the City limits, upon verbal request of the operator of the vehicle by City representative. Failure to maintain vehicles in a clean and safe condition or the refusal to produce said vehicle inspections will be formally documented by the City subject to further administrative action by the City, up to and including termination of any purchase order, contract or agreement between the Contractor and the City.
 5. AIR QUALITY REQUIREMENTS. Contractor shall meet all applicable local, state and Federal air quality laws, rules and regulations including but not limited to those promulgated by the SCAQMD at the time of award.
 6. NPDES REQUIREMENTS. Contractor shall meet all applicable local, state and Federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Los Angeles County National Pollution Discharge Elimination System Permit as it relates to tree trimming and removal practices, and all Best Management Practices set forth by the City in compliance with NPDES requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its vehicles upon any city street, to any storm drain or any non-permitted outlet. Contractor shall not allow any trash, soils or debris to remain upon any street or public right-of-way in such a manner that could result in entry into any storm drain during a rain event. Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.
 7. COURTEOUS OPERATION. Contractor shall perform all traffic signal maintenance operations in a manner that causes a minimum inconvenience to the residents and businesses within the city. The Contractor shall ensure that traffic signal maintenance staff conduct their activities in a professional and courteous manner. Contractor shall formally investigate any complaints received by the City in a prompt and expedient manner, and shall provide a written report to the City regarding the resolution of said complaint within seven business days from the date the complaint is forwarded to Contractor. Contractor shall ensure that equipment and vehicles

do not create unnecessary noise or dust during routine operations, and shall be sensitive to performing traffic signal maintenance operations in residential areas prior to 7:00 AM.

8. CLAIMS FOR DAMAGES. Contractor shall promptly investigate any and all reports of damage to private vehicles or property resulting from Contractor's activities within the City, and address said claims in a prompt and expedient manner. Contractor shall provide a written report to the City regarding the findings and probable resolution of said claims within seven business days from the date the claim is made to either directly to the Contractor or forwarded from the City to the Contractor.
9. COMPLIANCE WITH WASTE DIVERSION AND RECYCLING. Contractor shall be responsible for the collection, hauling and disposal of all materials collected during the course of the daily traffic signal maintenance operations. The City is under State Mandate to comply with waste diversion requirements that require the city to divert 50% of the waste stream from landfilling. As part of their response to this request for bid, the Contractor shall describe their proposed collection, hauling and disposal activities, including identifying proposed waste disposal facilities receiving collected debris and materials. Contractor shall also describe how they shall handle any hazardous materials generated during the course of traffic signal maintenance activities, including identification of proposed Contractors for disposal of any hazardous materials. In addition, Contractor shall describe in detail the waste diversion and recycling activities Contractor shall undertake to ensure that 50% of the materials and debris collected during the course of traffic signal maintenance operations shall be diverted from landfilling or recycled. Contractor shall identify any diversion or recycling facilities proposed for receiving said materials. Contractor shall prepare and submit a report documenting tonnage delivered to each facility and copies of weight tickets for each load. Reports shall be submitted for each calendar quarter and shall be provided to the City by the 20th of the month following the end of the calendar quarter.
10. ACCIDENTS REPORTS. Contractor shall provide a copy of any and all accidents involving Contractor's vehicles, personnel and equipment while operating within the City, to the City within seven days from the date of the accident. Said report shall include the date and time of the accident, and a copy of any law enforcement reports resulting from the accident.
11. QUALITY OF WORK. Contractors shall ensure that all traffic signal maintenance shall be done to the highest standards of workmanship. Components and lamps used for replacement shall provide the highest value to the city in terms of life cycle in order to minimize repetitive failures. Contractor shall secure appropriate standard-manufacturer warranties on all components and materials purchased for and used within City traffic signals. Said warranties shall be the longest practical without incurring additional costs for components. Contractor shall vigorously pursue warranty claims in order to ensure minimum cost to the city in the event of component failures and shall apply any credits received for warranted defects as credits against Contractor's costs for components to the City. City reserves the right to review product warranties and technical specifications of all components provided by Contractor prior to reimbursement to Contractor.
12. TERM OF AGREEMENT.
 - A. Initial Term: Three years from Effective Date. The first year of the Initial Term shall be a "probationary period" during which the City will evaluate Contractor's performance and the satisfaction of the City with Contractor's performance. The City shall have the right, in its sole and absolute discretion, to terminate this Agreement after completion of such

probationary period proving Contractor with notice of the City's desire to terminate; such notice shall be provided by City within 3 weeks after the expiration of the probationary period. If the City exercises its right to terminate this Agreement after the completion of the probationary period, the Agreement shall cease to exist. If the City fails to exercise its right to terminate after completion of the probationary period, the Initial Term shall continue and conclude three years from the Effective Date.

- B. Optional Extension Period. Two years after completion of Initial Term. The City may, in its sole and absolute discretion, exercise the right to extend the Agreement term by another two years after completion of the Initial Term. The City may do so at any time before the expiration of the Initial Term by providing Contractor with notice of the City's decision to exercise such option.

COST PROPOSAL SCHEDULE

1. Monthly inspection and testing of controller, actuation system (traffic loops or other traffic sensing system), indicator lamps (standard and Light Emitting Diode), reflectors, pedestrian signals, and pushbuttons. Contractor shall test all components through at least three cycles during each monthly testing period. At least one inspection cycle per 90-day period shall be done at night and shall include illuminated street name signs, street and safety lighting.

ANNUAL COST PER INTERSECTION: \$ 725.00

ANNUAL COST FOR 50 INTERSECTIONS: \$ 36,250.00

2. Monthly inspection, cleaning and adjustment of control unit and cabinet, including removal of accumulated dirt and debris, inspection and cleaning of seals and drains, and removal of any graffiti, stickers or other non-official markings on the exterior of the controller cabinet. Exterior of cabinet shall be repainted in original colors, if appropriate, to remove markings.

ANNUAL COST PER INTERSECTION: \$ 185.00

3. Quarterly cleaning and inspection of all indicator lamps, cleaning of hoods, targets, lenses and reflectors as needed, and verification of focus and aim of individual indicators and signal head assembly. Contractor shall thoroughly clean, inspect and polish each lamp and reflector at each intersection a minimum of once per calendar year and replacement of failed lamps. Contractor shall document date and time of annual cleaning and polishing.

ANNUAL COST PER INTERSECTION: \$ 155.00

(Provide bid bond equal to 10% of the amount in items 1, 2 and 3)

4. Replacement of any failed indicator lamp as identified during inspection or within one business day of notification if two or more indicator lamps remain operating in the direction of travel: if less than two indicator lamps are operating, Contractor shall respond within 24-hours of notification.

COST PER LAMP REPLACEMENT INCLUDING
MATERIALS AND SUPPLIES PERFORMED
DURING MONTHLY OR QUARTERLY INSPECTION: \$ 95.00

COST PER LAMP REPLACEMENT,
EMERGENCY RESPONSE: \$ 260.00

5. Repair or replacement of any failed critical system component as identified during inspection or within 2-hours of notification of Contractor by City. Minimum 1-hour to be charged upon arrival at intersection. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER
HOUR NORMAL HOURS: \$ 79.00 / hour.

FULLY BURDENED LABOR RATE PER
HOUR, EMERGENCY RESPONSE: \$ 115.00/ hour.

6. Repairs or replacement of streetlights, illuminated street-name signs and other lighting replacement as identified by the City. Materials and components shall be priced on actual cost plus applicable sales taxes and delivery charges. Contractor shall be allowed a 10% mark-up on the total cost of component. Contractor shall submit copies of receipts for all materials and components with invoice.

FULLY BURDENED LABOR RATE PER HOUR: \$ 79.00 /hour.

7. Underground Service Alert – USA PER USA \$ 115.00/each
(Dig Alert Service)

The PROPOSER shall provide prices for all of the items listed above. Failure to do so may be the grounds for rejection of the proposal.

The 10% bid bond shall be provided for the amount indicated for Items 1, 2 and 3.

The final selection of the contractor will include but not limited to the proposed prices per year, per units for optional items, bidders qualifications, experience, references, and other relevant items to ensure the lowest qualified and responsive bid is selected that is in the best interest of the City.

The PROPOSER agrees that the City reserves the right to increase or decrease the amount of any quantity and to delete any item from the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount. If the change exceeds 25%, a change order may be negotiated to adjust unit bid prices. It is agreed that the bid prices include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. All other work items not specifically listed above, but necessary to complete the work per applicable standards are assumed to be included in the above bid prices.

BONDS

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom PROPOSER intends to procure insurance bonds:

Willis of New York-1 World Financial Center, 200 Liberty Center, New York, NY
10281 Contact: Anna Giarratana-170 Wood Ave. South, Iselin, NJ 08830
Phone: (732) 476-3580

SITE INSPECTION

The PROPOSER declares that he/she has carefully read and examined the Request for Proposals, and he/she has made a personal examination of the site (indicate name of the person, representing the proposer, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: Landon Smith

Date of Inspection: August 27, 2012

ADDENDA ACKNOWLEDGMENT

The PROPOSER acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PROPOSER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

PROPOSER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, PROPOSER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

PROPOSER declares that the only persons or parties interested in this proposal as principals are those named herein; that no members of elective and appointive boards, officers, agents and employees of the City of COMMERCE is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

PROPOSER'S INFORMATION

PROPOSER certifies that the following information is true and correct:

Proposer's Name Republic Intelligent Transportation Services, Inc.
Form of Legal Entity (i.e., individual, partnership, corporation, etc.) Corporation
If a Corporation, State of Incorporation (i.e., Calif.) California
Business Address 371 Bel Marin Keys Blvd. #200, Novato, CA 94949
Telephone (415) 884-3000; Fax (415) 884-4800
Contractor's License No. and Class C10, C31, C61/D31 Expiration Date 6/30/2014

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal James A. Wagner-President, Dennis Walther-Vice President
Mario Mattern-CFO, and Dirk Glaser-Assistant Secretary

The date(s) of any voluntary or involuntary bankruptcy judgements against any principal having an interest in this proposal are as follows None

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows Republic Electric and Republic ITS

Previous contract performance history

Was any contract terminated previously Yes _____ No X

If the answer to the above is "yes", provide the following information

Contract/project name and number: N/A

Date of termination: N/A

Reason for termination: N/A

Owner's name: N/A

EMERGENCY RESPONSE SERVICES

List the position titles and responsibilities of personnel that will be providing emergency response services to the City per this RFP.

PERSONNEL

<u>Position</u>	<u>Hourly Straight Time</u>	<u>Hourly Overtime</u>
Title: <u>Superintendent</u> Description: <u>Supervises and Schedules Field Technicians. Responds to Meeting Request with Customers.</u>	\$ <u>98.00</u>	\$ <u>132.00</u>
Title: <u>Foreman</u> Description: <u>Responsible for all work at each job site.</u>	\$ <u>95.00</u>	\$ <u>130.00</u>
Title: <u>Traffic Signal Technician</u> Description: <u>Responsible for day to day operations and technical support. Also responsible for Preventative Maintenance and emergency call-outs.</u>	\$ <u>79.00</u>	\$ <u>115.00</u>
Title: <u>Engineering Technician</u> Description: <u>Available for special projects and technical support.</u>	\$ <u>95.00</u>	\$ <u>130.00</u>
Title: <u>Laborer</u> Description: <u>Assisting Foreman and Technicians</u>	\$ <u>65.00</u>	\$ <u>95.00</u>
Title: _____ Description: _____	\$ _____	\$ _____
Title: _____ Description: _____	\$ _____	\$ _____
Title: _____ Description: _____	\$ _____	\$ _____
Title: _____ Description: _____	\$ _____	\$ _____

**EMERGENCY RESPONSE SERVICES
CONTINUED**

VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicle and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the emergency response services requested in this RFP.

Personnel Vehicle	\$ <u>15.00</u>	Per hour
Pickup Truck	\$ <u>15.00</u>	Per hour
Service Truck	\$ <u>20.00</u>	Per hour
Service/Ladder Truck	\$ <u>Unsafe</u>	Per hour
Boom/Ladder Truck	\$ <u>Unsafe</u>	Per hour
Crane Truck	\$ <u>55.00</u>	Per hour
Altec/Tesla Truck	\$ <u>28.00</u>	Per hour
Concrete Saw	\$ <u>10.00</u>	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour
_____	\$ _____	Per hour

Any equipment not listed will be paid per current Caltrans equipment rates.

MATERIAL MARK-UP

Material mark-up will not exceed 15 % of supplier's invoice price (cost) that will be furnished to the City in any cost proposal for emergency response work.

EXHIBIT B

REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Contractor, 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. Contractor shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Contractor have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Contractor's obligations to provide indemnity under Section 13 of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

Contractor 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.

Contractor 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.

Contractor 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 Contractor or any subcontractor.

4. Additional Insureds.

The City, its 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 the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Contractor.

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 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 the City and authorized to issue said policy in the State of California.

8. Approval of Insurer.

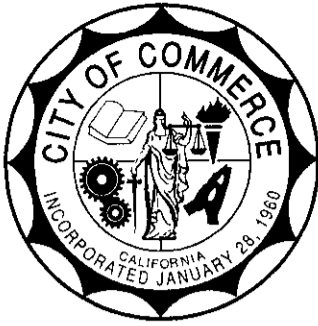
The insurance carrier providing the insurance shall be chosen by Contractor subject to approval by the City, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

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

10. Evidence of Insurance and Claims.

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



AGENDA REPORT

MEETING DATE: October 2, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES WITH SWINERTON BUILDERS DBA SWINERTON MANAGEMENT & CONSULTING

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve recommendation.

BACKGROUND:

On August 4, 2008, the City Council awarded a Services Agreement for Construction Management and Support Services to Swinerton Management & Consulting ("Swinerton")¹ in connection with the Central Library Renovation Project and in the amount of Two Hundred and Three Thousand Dollars (\$203,000) (the "Agreement"). On June 16, 2009, the City Council approved the First Amendment to the Agreement, adding construction management services for various other capital improvement projects. The First Amendment increased the amount to be paid under the Agreement to Two Hundred Eighty-Six Thousand Four Hundred Twelve Dollars (\$286,412).

As part of the FY 2012/13 Budget, the City Council appropriated \$290,700 for Construction Management Services, including a contingency to be used at the City's discretion for additional services not covered in the Agreement.

ANALYSIS:

For the past few years, Swinerton has provided outstanding construction management and professional support services in connection with the City's Capital Improvement Project (CIP), including the Central Library Renovation. Swinerton has offered to provide the same level of services for the City's FY 2012/13 Capital Improvement Program for the same contract fee as last year's or Two Hundred Fifty-Seven Thousand Five Hundred Ninety-One Dollars (\$257,591).

After careful review of Swinerton's proposal and, based on their past performance, staff is recommending that the City enter into a professional services agreement with Swinerton for FY 2012/13. Swinerton will be responsible for providing complete and professional construction management services including: construction management and oversight, coordination, scheduling and tracking, administration, inspection and quality assurance, cost estimating, value engineering, and record keeping for the City's CIP projects.

¹ On August 15, 2012, Swinerton Management and Consulting advised that they were changing their legal entity to Swinerton Builders dba Swinerton Management & Consulting. Furthermore, they advised that their company would remain the same and there would no change in personnel, address, phone numbers or email addresses.

Swinerton staff is currently assisting with the following eight (8) projects (there are several other projects waiting to start):

1. Central Library, City Hall & Senior Plaza Project	\$ 4,837,794
2. Emergency Operation Center Construction Project	\$ 1,333,333
3. Safe Route to School Program	\$ 572,210
4. Bus Stops – Citywide (bus shelter project)	\$ 500,000
5. Replace Bus Washer	\$ 317,467
6. 26 th Street MetroLink Station Improvement Project	\$ 250,000
7. Replace Heavy Duty Lift at Transportation Serv. Ctr.	\$ 120,000
8. Exterior Painting of Transportation Services Center	<u>\$ 90,000</u>

ESTIMATED TOTAL VALUE: \$ 8,020,804

Based on the eight (8) projects listed above, the proposed fee for the construction management services is less than 3.2% of the estimated total value. Industry standard is 15 to 25 percent depending on the project size, scope and complexity.

The City desires to implement and properly complete the above projects and the many others identified in the Capital Improvement Program Budget. In order to do so, it is essential to continue an agreement with Swinerton at their current service level of 5 days a week.

FISCAL IMPACT:

Swinerton has offered to provide the requested services for a total of Two Hundred Fifty-Seven Thousand Five Hundred Ninety-One Dollars (\$257,591), which is the same fee charged for similar services during the previous fiscal year. Staff is recommending a contingency allocation of Thirty-Three Thousand One Hundred and Nine Dollars (\$33,109) (approximately 13% of the total fee) for unforeseen and additional services, for a total amount of Two Hundred Ninety Thousand Seven Hundred Dollars (\$290,700). The contingency will only be utilized at the City's discretion for any unexpected and necessary additional services.

The proposed activity can be carried out at this time without additional impact on the current operating budget. Funding will be provided as follows:

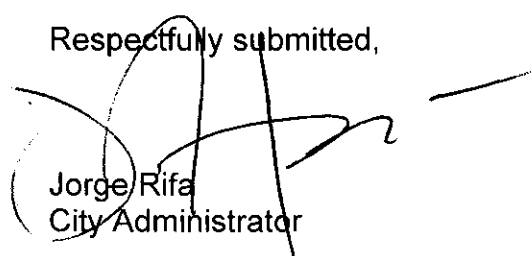
CIP Funds	\$164,700
Central Library Project	\$ 90,000
PTMISEA (Transportation)	<u>\$ 36,000</u>
TOTAL	\$290,700

RELATIONSHIP TO 2009 STRATEGIC GOALS:

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

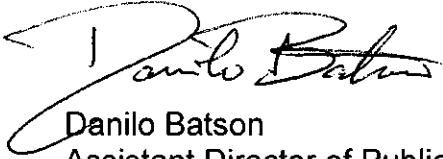
There are no specific objectives connected to this issue. The City's ability to adequately maintain its infrastructure through the implement the Capital Improvement Project is of paramount importance to the community within the context of the FY 2012/2013 approved budget and available resources is in keeping with the identified 2009 Strategic Goals.

Respectfully submitted,



Jorge Rifa
 City Administrator

Recommended and prepared by:



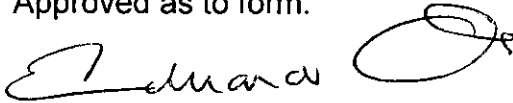
Danilo Batson
Assistant Director of Public Services

Fiscal impact reviewed by:



Vilko Domic
Director of Finance

Approved as to form:



Eduardo Olivo
City Attorney

File: 2012 City Council Agenda Reports
Construction Management Services for Various Projects (Swinerton) – Agenda Reports

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE,
CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES WITH SWINERTON BUILDERS DBA
SWINERTON MANAGEMENT & CONSULTING

WHEREAS, as part of the Fiscal Year 2012/13 Capital Improvement Program (CIP) Budget, the City Council approved funds for required construction management services; and

WHEREAS, Swinerton Builders, dba Swinerton Management and Consulting has provided such services to the City of Commerce (the "City") over the last couple of years and is willing to provide the requested services for FY 2012-2013 for at the same price level.

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

Section 1. The Services Agreement with Swinerton Builders, dba Swinerton Management and Consulting is hereby approved. That the Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

Section 2. A project contingency of thirteen percent, or \$33,109, is hereby approved and shall be set aside for this project for payment of any unexpected additional services that are deemed by the City to be necessary and proper.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

THIS AGREEMENT (the "Agreement") dated as of _____, 2012 (the "Effective Date") is made by and between Swinerton Builders, dba Swinerton Management & Consulting ("Consultant") and the City of Commerce, a municipal corporation (the "City").

RECITALS

WHEREAS, the City is in need of construction management services for various capital improvement projects during FY 2012-2013; and

WHEREAS, Consultant represents that it is specially trained, experienced and competent to perform the 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 construction management 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 until October 31, 2013.

3. Compensation.

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

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

4. Financial Records.

Consultant shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted

accounting basis and be clearly identified and readily accessible. Consultant shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

5. Independent Contractor.

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

6. Consultant to Provide Required Personnel; Subcontracting.

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

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

7. Responsible Principal and Project Manager.

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

8. City Liaison.

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

exclusively through the City Administrator or his designee.

9. Licenses.

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

1. Compliance with Laws.

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

11. Insurance.

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

12. Warranty and Liability.

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

13. Indemnification.

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

14. Confidentiality.

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

2. Ownership of Documents.

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

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

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

17. Covenant against Contingent Fees.

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

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

38. Conflict of Interest.

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

19. Other Agreements.

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

20. Termination.

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

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

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

4. 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.

52. 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.

63. 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.

74. 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.

85. 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: Jorge Rifa, City Administrator

For Consultant:
Swinerton Builders, dba Swinerton Management & Consulting
865 S. Figueroa Street, Suite 3000
Los Angeles, California 90017
Attn: Emery Molnar, Vice President/Division 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.

96. 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.

107. 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: _____, 2012

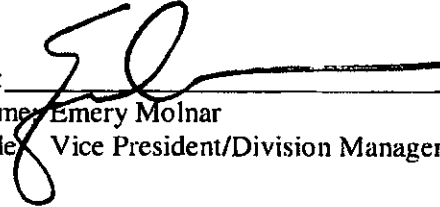
By: _____
Lilia R. Leon, Mayor

ATTEST:

Linda K. Olivieri, MMC
City Clerk

CONSULTANT

DATED: _____, 2012

By:  _____
Name: Emery Molnar
Title: Vice President/Division Manager

APPROVED AS TO FORM

By: Eduardo Olivo
Title: City Attorney

EXHIBIT A



September 25, 2012

Mr. Danilo R. Batson
Assistant Director of Public Services
City of Commerce
2535 Commerce Way
City of Commerce, CA 90040

RE: Revised Proposal for Construction Manager/Project Manager Support Services

Dear Mr. Batson:

We are pleased to submit our proposal for ongoing Construction Manager/ Project Manager Services for the City of Commerce.

Swinerton Management & Consulting's current contract term expires on October 31, 2012. At the request of City of Commerce staff, Swinerton is proposing to extend our services for a term of one year from November 2012 through October 2013, with Michael Halsey to serve as Project Manager for the foreseeable future, and Emery Molnar to serve as the Responsible Principal.

This extension of services through October 2013 would allow Swinerton staff to continue to provide uninterrupted services for the Library Renovation Project, Emergency Operations Center, 26th Street MetroLink Station Improvements, Bus Shelter Projects, Painting of Transportation Services Center, Replacement Bus Washer Project, Safe Route to Schools Project, Supplemental Filtration for City Pool, Teen Center and Greenwood Library Project assistance, and various other capital improvement projects without overburdening the fee proportion of any one project.

Currently, Swinerton Management & Consulting is billing the City of Commerce at a discounted rate of \$21,465.92 a month for Construction Manager/Project Manager services which represents multiple discounts from 2009 through 2012. Swinerton would like to maintain a strong working relationship with the City of Commerce far into the future and would like to continue to offer these discounts for our services.

2012/2013 SERVICE AGREEMENT

2012-2013 Total for Project /Construction Manager Services (Includes all Previous Discounts)..... \$257,591

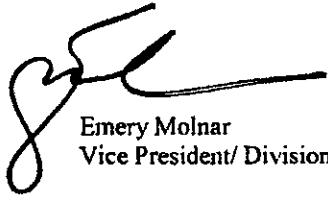
Monthly Billing Total.....\$21,465.92

Swinerton Management & Consulting's services will be invoiced monthly and will only bill the City of Commerce for work completed to date. If the contract between the City of Commerce and Swinerton Management & Consulting is terminated prior to the expiration of the term of the contract, by mutual agreement or by the request of the City of Commerce, Swinerton Management & Consulting will honor the provisions as set forth in Section 20 of the agreement between Swinerton Management & Consulting and the City of Commerce regarding termination. In the event of termination, Swinerton Management & Consulting will only invoice the City of Commerce for work completed prior to the date of termination and not for the entire term of the contract.

If additional services (document controls, project engineering, LEED documentation, detailed scheduling services, facilities assessments, feasibility studies, etc.) are required, Swinerton will submit a detailed fee proposal for the City of Commerce's consideration.

We are excited about the opportunity to continue to provide services for our trusted partner, The City of Commerce, and will be happy to provide any additional information that may be needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Emery Molnar', with a long horizontal flourish extending to the right.

Emery Molnar
Vice President/ Division 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 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.

The City, its 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 the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Consultant.

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 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 the 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 the 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 the City.

10. Evidence of Insurance and Claims.

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



AGENDA REPORT

Meeting Date: October 2, 2012

TO: Honorable Successor Agency

FROM: Executive Director

SUBJECT: A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION: (1) AMENDING THE FEE SCHEDULE FOR THE MAY 17, 2011, AGREEMENT BETWEEN THE FORMER COMMERCE COMMUNITY DEVELOPMENT COMMISSION AND WAYNE PERRY, INC., FOR THE DESIGN AND INSTALLATION OF A LANDFILL GAS COLLECTION AND TREATMENT SYSTEM FOR 7025 E. SLAUSON AVENUE (THE "SITE"); AND (2) APPROVING AN INCREASE IN THE ESTIMATED COST FOR OPERATIONS AND MAINTENANCE REQUIRED AFTER COMPLETION OF SUCH TREATMENT

RECOMMENDATION:

Approve and adopt the Resolution and assign the number next in order.

MOTION:

Move to approve the recommendation.

BACKGROUND

In 1985, the Commerce Community Development Commission (the "Commission") acquired ownership of real property located at 7025 E. Slauson Avenue, in the City of Commerce (the "Site"). The Site had consistent methane gas probe readings exceeding regulatory limits. Therefore, the Local Enforcement Agency ("LEA"), County of Los Angeles Department of Public Health required the Commission to take mitigation measures that would reduce the methane readings within acceptable regulatory limits.

On May 17, 2011, the Commission entered into an agreement with Wayne Perry, Inc. (the "Agreement") for the installation of four wells and a gas collection system needed to reduce the methane readings at the Site at a cost of \$147,366. Wayne Perry also proposed to conduct required monitoring, operations and maintenance, for a thirty year period, at an estimated cost of \$150,000.

On November 21, 1995, the Commission entered into a 55-year Ground Lease with Structural Materials for the Site. Pursuant to AB 1X 26, the Ground Lease and the environmental mitigation requirements for the Site constitute "enforceable obligations" that must be recognized and addressed by the Successor Agency.

On July 3, 2012, the Successor Agency approved the assignment of the Ground Lease from Structural Materials to Beacon Sales Acquisition, Inc., which purchased Structural Materials.

ANALYSIS:

The Agreement involves two phases:

Phase I consists of obtaining a South Coast Air Quality Management District (AQMD) permit to actively extract and flare the current temporary bubble of landfill gas from four new wells using a Solar Spark Vent Flare (pictured), consisting of a small solar powered blower and igniter.

Phase II involves removing and replacing the Solar Spark Vent Flare once it begins to operate infrequently or the flow of gas ceases to support flaring due to low methane concentration. If necessary, two 55-gallon granular activated carbon canisters will be installed to treat the exhaust prior to discharge to the atmosphere.



During excavation for the well installation at the Site, Wayne Perry discovered that the lead content in some of the soils exceeded regulatory limits and must be disposed of as a hazardous waste. This resulted in a disposal rate of \$142/ton instead of \$36/ton and increased the cost for disposal by \$12,451.57.

The South Coast Air Quality Management District (“AQMD”) permit No. 525796 was granted on April 11, 2012, but did not allow for the use of solar flare as anticipated by Wayne Perry. Instead, the permit requires installation of an extraction system utilizing a vacuum blower and carbon treatment. This change has resulted in an electrical redesign, electrical connection and service, and a change in equipment for an additional unanticipated increased cost of \$5,680.00.

Pursuant to the Agreement, Wayne Perry was to provide quarterly monitoring, operations and maintenance of the installed mitigation and collection equipment at the Site for a period of thirty years, at an estimated cost of \$150,000. The AQMD permit required monitoring to occur on a monthly, rather than a quarterly basis. This resulted in an increase from \$3,000 per year to \$7,585 for year one and \$6,600 for year 2 and beyond for an increase service by \$48,985. The total revised figure is \$198,985.

In summary, the contract changes are as follows:

Reason for Increase	Increased amount
AQMD permit requirement – electrical	\$ 5,680.00
Hazardous waste soil disposal	\$ 12,451.57
Total Increase to Contract	\$ 18,131.57
AQMD permit requirement – O&M	\$198,985.00 (revised total cost over 30 years)

Successor Agency Staff recommends that the Agreement fee schedule be amended to include the unexpected increased costs to the contractor.

The Successor Agency had included the original construction cost and the estimated cost for monitoring, operations and maintenance at the Site on the Recognized Obligation Payment Schedule II (“ROPS II”), which was approved by the Oversight Board to the Successor Agency and the Department of Finance. These costs will need to be corrected on the next ROPS submittal.

FISCAL IMPACT:

The total increase to the design/build contract is \$18,131.57; the new total is \$165,497.57. The increase in the expected cost for 30 years of OHM is \$48,985; the new total is \$198,985. The Commission had approved the use of Commission funds from account number 82-9200-54043, Redevelopment Project Area 1- Consultant and 82-9200-55020, Redevelopment Project Area 1- Building/ Maintenance. These items were approved on ROPS II for both the construction and monitoring phases. The increased totals will have to be reflected in the next ROPS submittal.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This agenda report item complies with the City Council’s Strategic Goal #2 – Protect and Enhance Quality of Life in the City of Commerce by mitigating Methane Gas.

Prepared by:

Gina Nila by *ALO*

Gina Nila
 Environmental Services Manager

Respectfully submitted,

Jorge J. Rifa
 Executive Director

Fiscal impact reviewed by:

Vilko Domic *EAJ*

Vilko Domic
 Director of Finance

Reviewed as to form:

Eduardo Olivo by *ALO*

Eduardo Olivo
 Agency Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION: (1) AMENDING THE FEE SCHEDULE FOR THE MAY 17, 2011, AGREEMENT BETWEEN THE FORMER COMMERCE COMMUNITY DEVELOPMENT COMMISSION AND WAYNE PERRY, INC., FOR THE DESIGN AND INSTALLATION OF A LANDFILL GAS COLLECTION AND TREATMENT SYSTEM FOR 7025 E. SLAUSON AVENUE (THE "SITE"); AND (2) APPROVING AN INCREASE IN THE ESTIMATED COST FOR OPERATIONS AND MAINTENANCE REQUIRED AFTER COMPLETION OF SUCH TREATMENT

WHEREAS, in 1985, the Commerce Community Development Commission (the "Commission") acquired ownership of real property located at 7025 E. Slauson Avenue, in the City of Commerce (the "Site"); and

WHEREAS, the Site had consistent methane gas probe readings exceeding regulatory limits. The Local Enforcement Agency ("LEA"), County of Los Angeles Department of Public Health required the Commission to take mitigation measures that would reduce the methane readings within acceptable regulatory limits; and

WHEREAS, on November 21, 1995, the Commission entered into a 55-year Ground Lease with Structural Materials for the Site; and

WHEREAS, on May 17, 2011, the Commission entered into an agreement with Wayne Perry, Inc. (the "Agreement") for the installation of four wells and a gas collection system needed to reduce the methane readings at the Site at a cost of \$147,366; and

WHEREAS, pursuant to AB 1X 26, the Ground Lease and the environmental mitigation requirements for the Site constitute "enforceable obligations" that must be recognized and addressed by the Successor Agency; and

WHEREAS, on July 3, 2012, the Successor Agency approved the assignment of the Ground Lease from Structural Materials to Beacon Sales Acquisition, Inc., which purchased Structural Materials; and

WHEREAS, during excavation for the well installation at the Site, Wayne Perry discovered that the lead content in some of the soils exceeded regulatory limits and must be disposed of as a hazardous waste, thus resulting in an unanticipated increase in the cost for disposal by \$12,451.57; and

WHEREAS, the South Coast Air Quality Management District ("AQMD") permit did not allow for the use of solar flare as anticipated by Wayne Perry, but requires installation of an extraction system utilizing a vacuum blower and carbon treatment. This requirement has resulted in an electrical redesign, electrical connection and service, and a change in equipment for an additional unanticipated increased cost of \$5,680.00; and

WHEREAS, pursuant to the Agreement, Wayne Perry was to provide quarterly monitoring, operations and maintenance of the installed mitigation and collection equipment at the Site for a period of thirty years, at an estimated cost of \$150,000; and

WHEREAS, the AQMD permit required monitoring to occur on a monthly, rather than a quarterly basis, and has thus also increased the estimated cost for that service by \$48,985; and

WHEREAS, the Successor Agency had included the original construction cost and the estimated cost for monitoring, operations and maintenance at the Site on the Recognized Obligation Payment Schedule II ("ROPS II"), which was approved by the Oversight Board to the Successor Agency and the Department of Finance; and

WHEREAS, Successor Agency Staff recommends that the Agreement fee schedule be amended to include the unexpected increased costs to the contractor and that the correct and increased construction cost and estimated cost for monitoring, operations and maintenance, be reflected in the next ROPS.

NOW, THEREFORE, THE SUCCESSOR AGENCY DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Fee Schedule attached as Exhibit "A" to the May 17, 2011, Agreement with Wayne Perry, Inc., is hereby amended to include an additional cost of: (1) \$12,451.57 for proper removal and disposal of soil that exceeds the regulatory limits and is therefore classified as a "hazardous waste"; and (2) \$5,680 for the required installation of an extraction system, utilizing a vacuum blower and carbon treatment, which will require electrical redesign, electrical connection and service, and a change in equipment.

Section 2. The increased, estimated cost of \$48,985 for monitoring, operations and maintenance under the Agreement, is hereby approved. Successor Agency staff is directed to amend the funding request included in the Recognized Obligation Payment Schedule II to include an increase for: (1) the construction cost under the Agreement by \$18,131.57, for a total of \$165,497.57; and (2) the monitoring, operations and maintenance cost under the Agreement by \$48,985, for a total cost of \$198,985.00. Such changes will be included in the next ROPS cycle.

Section 3. Successor Agency staff is directed to present the actions approved by this Resolution for review and approval by the Oversight Board for the Successor Agency.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2012.

Lilia R. Leon
Chairperson

ATTEST:

Linda Kay Olivieri, MMC
Secretary