



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, FEBRUARY 24, 2015 - 6:30 P.M.

As a courtesy to those in attendance, the City of Stanton respectfully requests that all cell phones, pagers and/or electronic devices be turned off or placed on silent mode while the meeting is in session. Thank you for your cooperation.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 379-9222. NOTIFICATION BY 9:00 A.M. ON MONDAY, FEBRUARY 23, 2015 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

Supporting, descriptive documentation for agenda items, including staff reports, is available for review in the City Clerk's Office and on the City web site at www.ci.stanton.ca.us.

- 1. CLOSED SESSION None.**
- 2. CALL TO ORDER / REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
- 3. ROLL CALL** Council/Agency/Authority Member Ramirez
Council/Agency/Authority Member Shawver
Council/Agency/Authority Member Warren
Mayor Pro Tem/Vice Chairman Donahue
Mayor/Chairman Ethans
- 4. PLEDGE OF ALLEGIANCE**

CC/SA/SHA AGENDA – Joint Regular Meeting – February 24, 2015 - Page 1

Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

5. **SPECIAL PRESENTATIONS AND AWARDS** **None.**

6. **CONSENT CALENDAR**

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

CONSENT CALENDAR

6A. **MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

RECOMMENDED ACTION:

City Council/Agency Board waive reading of Ordinances and Resolutions.

6B. **APPROVAL OF WARRANTS**

City Council approve demand warrants dated February 5, February 12, and February 24, 2015, in the amount of \$192,809.20.

6C. **APPROVAL OF MINUTES**

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – February 10, 2015; and
2. City Council approve Minutes of Special Meeting – February 17, 2015.

6D. **JANUARY 2015 INVESTMENT REPORT**

The Investment Report as of January 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

City Council receive and file the Investment Report for the month of January 2015.

6E. JANUARY 2015 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of January 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

Successor Agency receive and file the Investment Report for the month of January 2015.

6F. AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE THUNDERBIRD LANE SEWER AND STREET IMPROVEMENTS PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Staff solicited Proposals to provide Construction Management and Inspection Services for the Thunderbird Lane Sewer and Street Improvements Project. The cost for completing the Construction Management and Inspection Services is \$39,600.

RECOMMENDED ACTION:

1. City Council find that this action is not a project per CEQA; and
2. Award a professional service contract to AKM Consulting Engineers to provide construction management and inspection services for the duration of the Thunderbird Lane Sewer and Street Improvements Project for a maximum contract amount of \$39,600; and
3. Authorize the City Manager to bind the City of Stanton and AKM Consulting Engineers in a contract to provide construction management and inspection services.

6G. STANTON CENTRAL PARK – APPROVAL OF FEE INCREASE TO DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

David Volz Design Landscape Architects, Inc. (“David Volz Design”) has requested a fee increase for \$39,000 due to costs they have incurred due to the stoppage of work on the project.

RECOMMENDED ACTION:

1. City Council declare that this action is not a project per CEQA; and
2. Review the appropriateness of increasing the fee to David Volz Design in the amount of \$39,000; and
3. Approve or deny the additional fees.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS

7A. PUBLIC HEARING PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34330 AND 34312.3 REGARDING THE SALE OF LAND LOCATED AT THE NORTHEAST CORNER OF BEACH BOULEVARD AND CATHERINE AVENUE, STANTON CALIFORNIA AND CONSIDERATION OF THE RELATED PURCHASE AND SALE AGREEMENT WITH USS CAL BUILDERS

The Authority Board directed staff to negotiate the sale of properties located at the northeast corner of Beach Boulevard and Catherine Avenue. A purchase and sales agreement, subject to Authority Board approval, has been accepted by USS Cal Builders.

RECOMMENDED ACTION:

1. Authority Board conduct the Public Hearing; and
2. Declare that the project is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
3. Approve the sale of the properties identified by APN Nos. 131-483-01, 02 and 03 for a total of \$1,400,000.00; and
4. Authorize the Executive Director to execute the necessary documents to close escrow.

7B. REVIEW OF CITY REGULATIONS AND PROCESSES RELATED TO THE SALE OF FOURTH OF JULY FIREWORKS

Staff is recommending amendments to Chapter 17.04 of the Stanton Municipal Code related to the sale of safe and sane fireworks to better represent best management practices. Staff is also recommending a reduction in fees for licensees to reflect the City's true cost of administering the program.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that the projects are exempt from CEQA under Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
3. Introduce Ordinance No. 1033, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTER 17.04 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE REGULATION OF SAFE AND SANE FIREWORKS; and

4. Adopt Resolution No. 2015-06 updating permit fees for the sale of safe and sane fireworks in the City of Stanton.

7C. ADOPTION OF RESOLUTION 2015-02 AUTHORIZING UNDERGROUND INSTALLATION OF OVERHEAD UTILITY WIRES AND RELATED FACILITIES AND ESTABLISHING SOUTHERN CALIFORNIA EDISON RULE 20A UNDERGROUND UTILITY DISTRICT ALONG BEACH BOULEVARD FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE

A resolution is needed to establish an Underground Utility District along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue.

RECOMMENDED ACTION:

1. City Council hold the public hearing; and
2. Adopt Resolution No. 2015-02 of the City Council of the City of Stanton, California, establishing Underground Utility District along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue; and
3. Find that the project is exempt from CEQA per section 15302, Class 2(d), conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding; and
4. Authorize the City Manager to enter into necessary agreements with involved parties to facilitate the undergrounding of existing aerial utilities in Underground Utility District No.1.

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF STANTON CENTRAL PARK TO CIVILSOURCE, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Staff solicited proposals to provide Construction Management and Inspection Services for the construction of Stanton Central Park. Eight proposals were received and reviewed independently by four staff members. The two top-rated firms as measured by an average score of the raters were interviewed by staff. CivilSource, Inc. was chosen as the most-qualified firm. Their cost for completing the Construction Management and Inspection Services is \$297,080.

RECOMMENDED ACTION:

1. City Council find that this action is not a project per CEQA; and
2. Award a professional service contract to CivilSource Inc. to provide construction management and inspection services for the duration of the Stanton Central Park Project for a maximum contract amount of \$297,080; and
3. Authorize the City Manager to bind the City of Stanton and CivilSource, Inc. in a contract to provide construction management and inspection services.

10. ORAL COMMUNICATIONS - PUBLIC

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications-Public or on a particular item are requested to fill out a REQUEST TO SPEAK form and submit it to the City Clerk. Request to speak forms must be turned in prior to Oral Communications-Public.
- When the Mayor/Chairman calls you to the microphone, please state your Name, slowly and clearly, for the record. A speaker's comments shall be limited to a three (3) minute aggregate time period on Oral Communications and Agenda Items. Speakers are then to return to their seats and no further comments will be permitted.
- Remarks from those seated or standing in the back of chambers will not be permitted. All those wishing to speak including Council/Agency/Authority and Staff need to be recognized by the Mayor/Chairman before speaking.

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Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

11. WRITTEN COMMUNICATIONS **None.**

12. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

12A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

At this time Council/Agency/Authority Members may place an item on a future agenda.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

At this time Council/Agency/Authority Members may place an item on a future study session agenda.

Currently Scheduled: **None.**

12D. SOCIAL MEDIA POSTS AND RESPONSES AT CITY COUNCIL MEETINGS

At the January 13, 2015 City Council meeting, Council Member Warren requested a discussion on social media posts and responses at City Council meetings.

RECOMMENDED ACTION:

Receive and file staff report and provide direction to staff.

13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

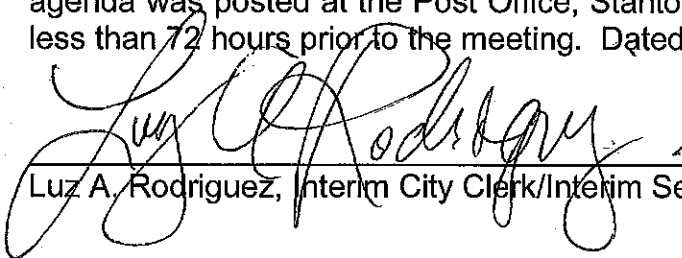
14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 19th day of February, 2015.



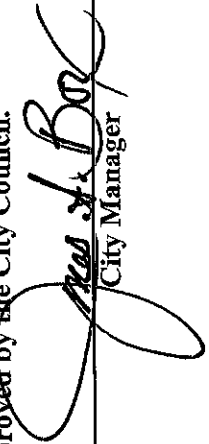
Luz A. Rodriguez, Interim City Clerk/Interim Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

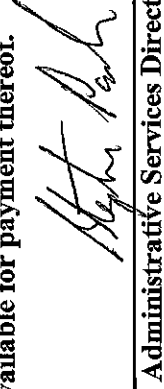
February 5, 2015	\$59,456.65
February 12, 2015	\$95,756.89
February 24, 2015	\$37,595.66

\$192,809.20

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.


City Manager

Demands listed on the attached registers are accurate and funds are available for payment thereof.


Administrative Services Director

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON REGULAR JOINT MEETING FEBRUARY 10, 2015

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:01 p.m. by Mayor Ethans.

2. ROLL CALL

Present: Council Member Ramirez, Council Member Warren, Mayor Pro Tem Donahue and Mayor Ethans

Absent: Council Member Shawver.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:01 p.m. for discussions regarding:

4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code Section 54956.9(a))

Donald Sipple, et al. v. The City of Alameda, California, et al.,
Los Angeles Superior Court Case No. 462270

5. CALL TO ORDER / REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

The meetings were called to order at 6:31 p.m. by Mayor/Chairman Ethans.

6. ROLL CALL

Present: Agency/Authority Member Ramirez, Agency/Authority Member Shawver, Agency/Authority Member Warren, Vice Chairman Donahue and Chairman Ethans.

Absent: None.

Excused: None.

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7. PLEDGE OF ALLEGIANCE

Led by Mr. Ed Royce, Sr.

8. SPECIAL PRESENTATIONS AND AWARDS

1. Presentation of Certificate of Recognition honoring Ed Royce, Sr. as Veteran of the Month for the month of February 2015 in the City Of Stanton.
 - Senior Field Representative Jonathan Hughes presented a special recognition to Mr. Royce on behalf of Assemblywoman Young Kim.
2. Presentation by Chief David Steffen, Orange County Fire Authority, introducing Firefighter-Paramedic Donovan George.
 - Mayor Ethans presented Firefighter-Paramedic Donovan George with a Commendation for his recent lifesaving efforts on board an airplane.
 - Senior Field Representative Jonathan Hughes presented a special recognition to Firefighter-Paramedic George on behalf of Assemblywoman Young Kim.

9. CONSENT CALENDAR

Council Member Shawver pulled item 9F from the Consent Calendar for separate discussion.

Motion/Second: Donahue/Ramirez

Motion to approve the balance of the Consent Calendar passed unanimously by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver and Warren)

NOES: None

ABSENT: None

ABSTAIN: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

CONSENT CALENDAR

9A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

City Council/Agency Board/Authority Board waived reading of Ordinances and Resolutions.

DRAFT

9B. APPROVAL OF WARRANTS

City Council approved demand warrants dated January 22, January 29, and February 10, 2015, in the amount of \$238,238.80.

9C. APPROVAL OF MINUTES

1. City Council approved Minutes of Special Meeting – January 24, 2015; and
2. City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – January 27, 2015.

9D. GENERAL PLAN ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2014

The General Plan Annual Progress Report for Calendar Year 2014 for the City of Stanton was presented to the City Council for its consideration as required by State Law.

City Council received and filed General Plan Annual Progress Report, and authorized submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

9E. AGREEMENT WITH WHITE NELSON DIEHL EVANS

The City recommended adding two option years to the existing contract with White Nelson Diehl Evans for auditing services.

1. City Council found that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Authorized the City Manager to sign the Agreement for Consultant Services with White Nelson Diehl Evans.

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9G. AWARD OF A CONSTRUCTION CONTRACT FOR THE CITYWIDE CATCH BASIN ENVIRONMENTAL CLEANUP PROGRAM PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Orange County Transportation Authority (OCTA) has awarded the City of Stanton with \$120,000 in grant funds to purchase and install catch basin filter devices. Staff recommended that the firm Bio Clean Environmental Services be retained to purchase and install these devices.

1. City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Accepted the Measure M2 Environmental Cleanup grant funding in the amount of \$120,000; and
3. Authorized budget adjustment 2015-16 in the amount of \$120,000; and
4. Authorized the use of the County of Orange Master Agreement MA-080-11011795 with Bio Clean Environmental Services, Inc. to purchase and install catch basin filter devices; and
5. Awarded a construction contract for the Citywide Catch Basin Environmental Cleanup Program (ECP) Project to Bio Clean Environmental Services, Inc. for the amount of \$107,533.44; and
6. Authorized the City Manager to bind the City of Stanton and Bio Clean Environmental Services, Inc. in a contract for the construction of the Citywide Catch Basin ECP Project; and
7. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

END OF CONSENT CALENDAR

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9F. AGREEMENT WITH SPRINGBROOK

In order to move from Springbrook Version 6 to Springbrook Version 7, a migration agreement needs to be approved.

Council Member Shawver requested clarification on the terms of the agreement.

Motion/Second: Shawver/Warren

Motion unanimously approved by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried:

1. City Council found that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Authorized the City Manager to sign the Springbrook V6 to V7 Migration Proposal for the City of Stanton.

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10. PUBLIC HEARINGS

10A. PERMIT PARKING CONSIDERATION FOR ASBURY AVENUE AND MIDDLESEX DRIVE

The City had received a petition to establish a permit parking area for Asbury Avenue and Middlesex Drive. The petition was submitted for City Council consideration.

The public hearing was opened.

No one appearing to speak, the public hearing was closed.

Motion/Second: Donahue/Warren

Motion unanimously approved by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried:

1. City Council declared that this project is not subject to the California Environmental Quality Act (CEQA) because it is not a "project" as defined by CEQA pursuant to Section 15378(b)(5); and
2. Adopted Resolution No. 2015-05 establishing a 24-hour permit parking area for Asbury Avenue and Middlesex Drive.

11. UNFINISHED BUSINESS None.

DRAFT

12. NEW BUSINESS

12A. APPROVAL OF AN AGREEMENT REGARDING EXPENDITURE OF EXCESS BOND PROCEEDS BETWEEN THE STANTON SUCCESSOR AGENCY AND THE CITY OF STANTON

Staff recommended the City Council and Successor Agency approve an agreement to allow for the expenditure of former Stanton Redevelopment Agency bond funds for the construction of Stanton Central Park.

Motion/Second: Warren/Ramirez

ROLL CALL VOTE:

Council/Agency Member Ramirez	AYE
Council/Agency Member Shawver	AYE
Council/Agency Member Warren	AYE
Mayor Pro Tem/Vice Chairman Donahue	AYE
Mayor/Chairman Ethans	AYE

Motion carried:

1. The City Council and Successor Agency declared that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378 (b)(4); and
2. The City Council adopted Resolution No. 2015-08 approving an Agreement Regarding Expenditure of Excess Bond Proceeds between the Stanton Successor Agency and the City of Stanton; and
3. The Successor Agency adopted Resolution No. SA 2015-01 approving an Agreement Regarding Expenditure of Excess Bond Proceeds between the Stanton Successor Agency and the City of Stanton.

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12B. APPROVAL AND TRANSMITTAL OF RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS) 15-16A AND ADMINISTRATIVE BUDGET PURSUANT TO SECTION 34169(H) OF CALIFORNIA HEALTH & SAFETY CODE FOR THE PERIOD OF JULY THROUGH DECEMBER 2015

This report summarized the obligations of the Successor Agency under AB x1 26 and AB 1484 to draft Recognized Obligation Payment Schedules (ROPS) and corresponding administrative budgets to be implemented in six-month periods. Staff recommended the Successor Agency adopt the resolutions approving ROPS 15-16A and the Successor Agency's administrative budget for the period July through December 2015.

Motion/Second: Shawver/Warren

ROLL CALL VOTE:

Agency Member Ramirez	AYE
Agency Member Shawver	AYE
Agency Member Warren	AYE
Vice Chairman Donahue	AYE
Chairman Ethans	AYE

Motion carried:

1. The Successor Agency of the former Stanton Redevelopment Agency found that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(4); and
2. Adopted Resolution No. SA 2015-02 to approve the Recognized Obligation Payment Schedule (ROPS) No. 15-16A for the period July 1, 2015 through December 31, 2015; and
3. Adopted Resolution No. SA 2015-03 to approve the Successor Agency's administrative budget for the period July 1, 2015 through December 31, 2015; and
4. Authorized Staff to convey a copy of the Successor Agency-approved ROPS for July through December 2015 to the Stanton Oversight Board of the Successor Agency of the Stanton Redevelopment Agency and such other agencies as are required by law.

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.

15. MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

DRAFT

15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

Mayor Pro Tem Donahue announced the upcoming 6th Annual Mayor's Prayer Breakfast on March 25, 2015 and invited all to attend.

Council Member Ramirez reported on the City's Business Appreciation Luncheon held on February 5, 2015 and expressed his appreciation to City staff for coordinating this successful event.

Council Member Shawver reported on his meeting, along with City Manager Jim Box, with the new Fire Chief of the Orange County Fire Authority and the tour they took with him of Station 46.

15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

None.

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

Interim City Clerk Luz Rodriguez announced that a Special City Council had been scheduled for Tuesday, February 17, 2015, at 5:00 pm to allow for a presentation by representatives of CR&R, Inc. regarding a Proposal for Separate Organics Containers for Single Family Residential Customers.

15D. CONSIDERATION OF INCREASES TO THE CITY'S ADMINISTRATIVE CITATION FINES

At the January 13, 2015 City Council meeting, Council Member Shawver requested a discussion on the possible increase of administrative citation fines for massage establishments.

Motion/Second: Ramirez/Donahue
Motion unanimously approved by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried:

1. City Council read and filed staff report; and
2. Directed staff to continue conducting inspections at the city's massage establishments, continue gathering information regarding Administrative Citation issuance to repeat offenders, and return to City Council after a 4-month period with a status update.

DRAFT

15E. REVIEW OF STOP SIGN ANALYSIS AT THE INTERSECTION OF LOLA AVENUE AND SHERRILL STREET, CITY OF STANTON, CALIFORNIA

The City Council and residents had requested that the need for Stop signs be reviewed on Lola Avenue at Sherrill Street. The City's consulting traffic engineer had previously reviewed the appropriateness of the proposed Stop signs based on the California Manual on Uniform Traffic Control Devices. After reviewing this report, the City Council could decide whether or not to install these signs.

Jim Nelson, Macduff Street, Stanton, spoke in favor of placing additional Stop signs at the intersection of Lola Avenue and Sherill Street.

Ray Quintana, Lola Avenue, Stanton spoke in favor of placing additional Stop signs at the intersection of Lola Avenue and Sherill Street.

Ellie Rose, Stanton, spoke in opposition of placing additional Stop signs at the intersection of Lola Avenue and Sherill Street.

Victor Barrios, Wasco Road, Stanton, reported on the recent installation of Stop signs at Lola Avenue and Wasco Road, expressed appreciation to Council for voting in favor of that installation, and also spoke in favor of placing additional Stop signs at the intersection of Lola Avenue and Sherill Street.

Motion/Second: Ramirez/Warren

Motion unanimously approved by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried:

1. City Council reviewed the Stop Sign Analysis at the intersection of Lola Avenue and Sherrill Street by Hartzog & Crabill, Inc.; and
2. Determined that sufficient warrants existed for the installation of the Stop signs based on the discussion regarding visibility and the staff report findings of low visibility at that intersection; and
3. Declared this project to be categorically exempt under the California Environmental Quality Act, Section 15304, Class 4 (Minor Alterations to Land); and
4. Authorized City staff to install two additional Stop signs at the intersection of Lola Avenue and Sherrill Street; a crosswalk on the west crossing of the intersection; and bike barriers directing bike riders to cross only at the intersection.

DRAFT

15F. CITY OF STANTON 60TH ANNIVERSARY COMMITTEE

The 60th Anniversary of the incorporation for the City of Stanton is slated for 2016. Staff is currently creating an advisory committee to assist with the coordination and implementation of a year-long array of community celebrations commemorating this historic occasion.

Motion/Second: Warren/Ramirez

Motion unanimously approved by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver, Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Motion carried:

1. City Council directed staff to create an 8-person advisory committee, lead by the Community Services Director, consisting of one Council Member, one Planning Commissioner, One Parks and Recreation Commissioner, one Community Foundation Member, the City Manager, one Youth Committee Member; one Orange County Sherriff Explorer; and one representative of the Stanton Business Community; and
2. Directed staff to work with the 60th Anniversary Committee on a year-long celebratory plan and return to Council for consideration; and
3. Selected Mayor Ethans to serve as the Council Member representative to Stanton's 60th Anniversary Committee.

16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

City Manager Box announced that the new Spring Community News and Activities Guide would be mailed out to all city residents and businesses this week and additional copies would be available at City Hall.

17A. ORANGE COUNTY FIRE AUTHORITY

Chief David Steffen provided the City Council with an update on their current operations.

DRAFT

18. **ADJOURNMENT** Motion/Second: Ethans/
Motion carried at 8:06 p.m.

MAYOR/CHAIRMAN

ATTEST:

INTERIM CITY CLERK/INTERIM SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING FEBRUARY 17, 2015

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:01 p.m. by Mayor Ethans.

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor Ethans.

4. **ROLL CALL**

Present: Council Member Ramirez, Council Member Shawver, Council Member Warren Mayor Pro Tem Donahue, and Mayor Ethans.

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS**

5A. **CR&R PROPOSAL FOR SEPARATE ORGANICS CONTAINER FOR SINGLE FAMILY RESIDENTIAL CUSTOMERS**

Representatives from CR&R, Incorporated, the City's Franchise Waste Hauler, made a presentation on a Proposal for Separate Organics Container for Single Family Residential Customers. Dean Ruffridge, Senior Vice President of CR&R's Solid Waste Division and Michael J. Silva, Civil Engineer/Project Manager presented this report.

City Council received and filed the report.

6. **ADJOURNMENT** Motion/Second: Ethans/
Motion carried at 6:14 p.m.

MAYOR

ATTEST:

INTERIM CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: February 24, 2015

SUBJECT: JANUARY 2015 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of January 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

City Council receive and file the Investment Report for the month of January 2015.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of January 2015. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2015 was 0.26%. The City's other investments are shown on Attachment B and have a weighted investment yield of 1.02%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 0.57%, which exceeds the benchmark LAIF return of 0.26%.

The weighted average maturity of the City's investments at January 31, 2015 is 1,039 days. Including LAIF and the money market deposit, it is 646 days. LAIF's average maturity at January 31, 2015 was approximately 232 days.

The City was able to exceed the LAIF benchmark return, though in diversifying the portfolio, Chandler Asset Management has extended the weighted average maturity to more than double the LAIF average maturity.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2014-15 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

Chandler Asset Management has completely taken over the City's \$9.2 million investment portfolio. City staff continues to have control over investments in LAIF and the Bank of the West Money Market Account.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

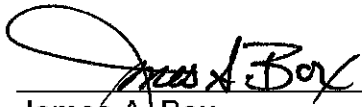
Through the agenda posting process.

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved:



James A. Box
City Manager

Attachments:

- A. Investments and Deposits
- B. Investment Detail
- C. Cash and Investment Balances by Fund Type

CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
January 31, 2015

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	0.28%	\$ 9,438,243	\$ 5,653,883	37.93%	\$ 5,653,773	LAIF
Investments ²	Various	Various	Various	\$ 9,182,638	9,253,716	62.07%	9,253,187	US Bank
Subtotal - Investments					\$ 14,907,600	100.00%	\$ 14,906,960	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 2,150,569		\$ 2,150,569	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$ 8,932,276	8,932,276		8,932,276	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	69,699		69,699	Bank of the West
Subtotal - Deposits					\$ 11,152,545		\$ 11,152,545	

Total Cash Investments and Deposits³

646	0.566%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 26,060,144

\$ 26,059,504

¹ Par Value amount represents entire LAIF balance, including City and Successor Agency portions

² Cost amount includes \$45,278 adjustment made to City's books at 6/30/14 to adjust portfolio to market value, per GASB 31

³ Weighted average maturity and yield calculations include LAIF, Investments and Money Market Account

NOTES:

The City's portfolio is in compliance with the City's 2014-15 Investment Policy.

The portfolio will allow the City to meet its expenditure requirements for the next six months.

CITY OF STANTON
INVESTMENTS
January 2015

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
State Treasurer's Pool	Local Agency Investment Fund (LAIF)		0.26%				2/1/2015	NC	9,438,243	5,653,883	5,653,773	23.76%	40%
Cash Equivalents													
Chandler Asset Management	First American Government Obligation	31846V203							137,905	86,991	86,991	0.37%	
Negotiable Certificates of Deposit:													
Multi-Bank Securities	CD - Oriani Bank	66632RAD5	1.80%	1.800%	100	03/18/11	03/18/15	NC	219,000	219,000	219,403		
Multi-Bank Securities	CD - GE Money Bank	36159UTE6	2.20%	2.200%	100	08/20/10	08/20/15	NC	200,000	200,000	201,944		
Multi-Bank Securities	CD - CIT Bank	17284AVP0	1.85%	1.850%	100	08/10/11	08/10/16	NC	148,000	148,000	151,102		
Multi-Bank Securities	CD - Cit Bank	29266NRX7	1.75%	1.750%	100	08/15/11	08/15/16	NC	248,000	248,000	253,731		
First Empire Securities	CD - EnderBank USA	133033DL1	1.75%	1.750%	100	08/17/11	08/17/16	NC	248,000	248,000	253,282		
First Empire Securities	CD - Camden National Bk	254670Q54	1.75%	1.750%	100	08/17/11	08/17/16	NC	140,000	140,000	142,958		
Time Value Investments	CD - Discover Bank	36160YSC0	1.35%	1.350%	100	10/19/12	10/19/16	NC	248,000	248,000	249,513		
First Empire Securities	CD - GE Capital Bank	38143ARY3	1.85%	1.850%	100	05/09/12	05/09/17	NC	97,000	97,000	98,489		
First Empire Securities	CD - Goldman Sachs Bank	254671AT7	1.75%	1.750%	100	05/09/12	05/09/17	NC	100,000	100,000	101,364		
Multi-Bank Securities	CD - Discover Bank	795490PJ8	1.80%	1.800%	100	10/07/12	09/19/17	NC	100,000	100,000	100,851		
Multi-Bank Securities	CD - Sallie Mae Bank	02587DLD8	1.55%	1.550%	100	10/04/12	10/04/17	NC	248,000	248,000	249,622		
Multi-Bank Securities	CD - American Express	40431G3Q0	0.75%	Variable	100	10/26/12	10/26/17	NC	248,000	248,000	243,511		
Time Value Investments	CD - HSBC	29976DPY0	1.10%	1.100%	100	11/30/12	11/30/17	NC	248,000	248,000	249,327		
First Empire Securities	CD - Everbank								2,492,000	2,492,000	2,514,998	10.47%	30%
U.S. Government Agency Securities:													
Multi-Bank Securities	FHLMC	3137EADM9	2.17%	1.750%	98.19	2/9/2011	9/10/2015	NC	300,000	294,567	302,856		
Chandler Asset Management	FHLMC Deb	3137EADQ8	0.50%	0.500%	99.99	01/30/14	05/13/16	NC	200,000	199,985	200,472		
Chandler Asset Management	FHLMC	3137EADJ5	1.03%	1.000%	99.93	08/25/14	07/28/17	NC	190,000	189,866	191,471		
Chandler Asset Management	FHLMC	3130A0SD3	0.32%	0.375%	100.04	09/29/14	02/19/16	NC	125,000	125,095	125,129		
Chandler Asset Management	FHLMC	3130A2T97	0.86%	0.500%	99.71	09/29/14	09/29/16	NC	125,000	189,537	190,205		
Chandler Asset Management	Federal Home Loan Bks	3133834R9	0.38%	0.375%	99.68	01/30/14	06/24/16	NC	185,000	184,403	185,076		
Chandler Asset Management	FNMA	3135G0TG8	0.88%	0.875%	99.17	12/05/14	02/08/18	NC	160,000	158,678	159,851		
Chandler Asset Management	FNMA	3135G0ZL0	1.12%	1.000%	99.70	08/25/14	09/27/17	NC	90,000	89,679	90,469		
Time Value Investments	FNMA - Zero Coupon	31359MEL3	1.02%	0.000%	95.25	8/20/2012	8/1/2017	NC	250,000	238,132	246,233		
									1,625,000	1,669,941	1,691,761	7.02%	100%
US Treasury													
Chandler Asset Management	US Treasury	912828UC2	0.35%	0.250%	99.83	03/25/14	12/15/15	NC	185,000	184,683	185,102		
Chandler Asset Management	US Treasury	912828A59	0.58%	0.625%	100.12	05/29/14	12/15/16	NC	165,000	165,200	165,528		
Chandler Asset Management	US Treasury	912828C73	0.71%	0.875%	100.46	05/29/14	04/15/17	NC	165,000	166,761	166,238		
Chandler Asset Management	US Treasury	912828B41	0.40%	0.375%	99.96	03/25/14	01/31/16	NC	185,000	184,928	185,333		
Chandler Asset Management	US Treasury	912828US7	0.40%	0.375%	99.95	01/30/14	03/31/16	NC	210,000	209,894	210,296		
Chandler Asset Management	US Treasury	912828C32	0.79%	0.750%	99.81	09/25/14	03/15/17	NC	190,000	189,800	190,935		
Chandler Asset Management	US Treasury	912828B74	0.69%	0.625%	99.81	02/28/14	02/15/17	NC	200,000	199,618	200,484		
Chandler Asset Management	US Treasury	912828VC1	0.42%	0.250%	99.68	06/13/14	05/15/16	NC	150,000	149,520	149,930		
Chandler Asset Management	US Treasury	912828V62	0.45%	0.500%	100.10	06/13/14	06/15/16	NC	150,000	150,147	150,422		
Chandler Asset Management	US Treasury	912828TS9	1.16%	0.625%	98.34	07/31/14	09/30/17	NC	185,000	181,922	184,639		
									1,785,000	1,781,474	1,788,905	7.49%	100%

CITY OF STANTON
INVESTMENTS
January 2015

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
Medium-Term Corporate Notes:													
Chandler Asset Management	HSBC USA Inc Note	40428HBP1	0.48%	2.375%	102.03	01/14/14	02/13/15	NC	150,000	153,044	150,092		
Chandler Asset Management	Paccar Financial Corp Note	69371RK62	0.43%	1.050%	100.86	01/10/14	06/05/15	NC	106,000	106,915	106,265		
Chandler Asset Management	General Electric Capital Corp Note	36962G4T8	0.54%	2.250%	103.10	01/10/14	11/09/15	NC	150,000	154,644	152,138		
Chandler Asset Management	Wal-Mart Stores Note	931142DE0	0.53%	0.600%	100.16	01/15/14	04/11/16	NC	150,000	150,390	150,242		
Chandler Asset Management	IBM Corp Note	469200GX3	0.76%	1.950%	102.97	01/10/14	07/22/16	NC	150,000	154,461	153,086		
Chandler Asset Management	Pfizer Inc	717081DJ9	1.10%	1.100%	99.91	06/12/14	05/15/17	NC	35,000	34,969	35,304		
Chandler Asset Management	Berkshire Hathaway Note	0846643X8	0.70%	0.950%	100.85	01/14/14	08/15/16	NC	150,000	150,372	151,097		
Chandler Asset Management	Coca Cola Company Note	191216AU4	0.69%	1.800%	102.87	01/14/14	09/01/16	NC	150,000	154,311	152,972		
Chandler Asset Management	Intel Corp Note	488140AH3	0.85%	1.950%	102.93	01/14/14	10/01/16	NC	150,000	154,388	153,348		
Chandler Asset Management	PNC Bank	66349KTS9	0.28%	0.280%	99.77	08/10/14	06/05/15	NC	180,000	179,625	179,822		
Chandler Asset Management	John Deere Capital Corp Note	24422ERL5	1.11%	2.000%	102.81	01/15/14	01/13/17	NC	150,000	153,909	153,227		
Chandler Asset Management	Occidental Petroleum Note	674599CB9	1.05%	1.750%	102.10	01/24/14	02/15/17	NC	150,000	153,147	152,043		
Chandler Asset Management	Wells Fargo Corp Note	94874BFD7	1.26%	2.100%	102.67	01/24/14	05/08/17	NC	150,000	154,035	153,170		
Chandler Asset Management	US Bancorp MTN	91159HHD5	1.16%	1.650%	101.58	02/03/14	05/15/17	4/15/2017	150,000	152,369	152,064		
Chandler Asset Management	JP Morgan Note	48126EAA5	1.83%	2.000%	101.28	01/24/14	08/15/17	NC	150,000	151,925	152,004		
Chandler Asset Management	Oracle Corp Note	68389XAN5	1.40%	1.200%	99.27	01/13/14	10/15/17	NC	150,000	148,898	150,677		
Chandler Asset Management	Chevron Corp Callable Note Cont	166764AA8	1.41%	1.104%	98.83	01/10/14	12/05/17	11/5/2017	150,000	148,241	149,975		
									2,421,000	2,456,061	2,447,669	10.32%	30%
Asset-Backed Securities:													
Chandler Asset Management	Toyota Auto Receivables 2012B	89231NAC7	0.39%	0.46%	100.07	01/16/14	07/15/16	NC	57,267	57,306	57,289		
Chandler Asset Management	Honda Auto Receivables	43814CAC3	0.42%	0.48%	100.07	02/12/14	11/21/16	NC	94,466	94,528	94,453		
Chandler Asset Management	American Honda Finance	02665WAA4	1.54%	1.55%	100.43	12/11/14	12/11/17	NC	80,000	79,926	80,911		
Chandler Asset Management	Chase Issuance Trust	161571FL3	0.49%	0.59%	100.18	02/12/14	08/15/17	NC	150,000	150,275	150,080		
Chandler Asset Management	Honda Auto Receivables	43814HAC2	0.89%	0.88%	99.98	08/20/14	06/15/18	NC	75,000	74,986	75,028		
Chandler Asset Management	Toyota Auto Receivables 2014A	89231MAC9	0.69%	0.67%	99.98	03/11/14	12/15/17	NC	75,000	74,986	74,887		
Chandler Asset Management	John Deere Owner Trust	477877AD6	1.07%	99.98%	99.78	09/03/14	11/15/18	NC	85,000	84,981	85,024		
Chandler Asset Management	John Deere Owner Trust	47787VAC5	0.93%	0.92%	99.98	04/02/14	04/16/18	NC	105,000	104,983	105,191		
									721,733	721,971	722,862	3.03%	10%
Subtotal Investments													
Prior Year Adjustment GASB 31													
Investments Held With US Bank													
LAIIF													
Total Investments													
Money Market Acct													
Total Money Market, LAIF and Investments													
			1.02% Weighted Average Yield		1,039 WAM		days		9,182,638	9,208,438	9,253,187		
									9,182,638	9,253,716	9,253,187		
									9,438,243	5,653,883	5,653,773		
									18,620,881	14,907,600	14,906,960		
			0.29% Weighted Average Yield		2/1/2015		646 WAM		8,932,276	8,932,276	8,932,276	37.54%	
									27,553,157	23,794,598	23,839,236	100.00%	40%

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
January 31, 2015

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (5,181,315)	
Restricted *	18,255,692	\$ 13,074,376
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	1,488,971	
Proposition 1B	9,349	
Measure M	1,271,135	
Fire Emergency Services	(148,930)	
Lighting & Median Maint.	2,721,518	
Sewer Maintenance	2,557,778	
Other	3,055,646	10,955,466
Internal Service Funds		1,859,508
Trust Funds		170,794
Total Cash and Investment Balances		\$ 26,060,144

* Money Market, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: February 24, 2015

SUBJECT: JANUARY 2015 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of January 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

Successor Agency receive and file the Investment Report for the month of January 2015.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of January 2015. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2015 was 0.26%. The Agency had no other investments, other than those managed by bond trustees. The money market mutual fund investments by the bond trustees generated minimal interest income.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2014-15 Investment Policy.

The portfolio will allow the Agency to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

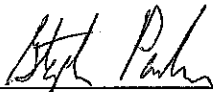
LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:


Through the agenda posting process.

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved by:



James A. Box
Executive Director

Attachments:

- A. Investments and Deposits
- B. Cash Balances by Fund

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
January 31, 2015**

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Pool (LAIF) - SA portion	State of California	On Demand	0.26%	\$ 3,784,359	\$ 3,784,359	\$ 3,785,393	LAIF
Demand Deposits/Main Checking - SA portion	Bank of the West	On Demand	N/A	1,439,458	1,439,458	1,439,458	Bank of the West

Total Cash Investments and Deposits

\$ 5,223,817 \$ 5,224,851

Bond Funds Managed by Trustees:

Investment Type	Issuer	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2005 Tax Allocation Bonds - Series A (Taxable)								
Principal:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	\$1	1.11	1.11	US Bank
Interest:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	\$	2	2	US Bank
Reserve Account:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	1,483,909	1,483,909	1,483,909	US Bank
Redevelopment Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	811	811	811	US Bank

Total 2005 Tax Allocation Bonds - Series A (Taxable)

\$ 1,484,723 \$ 1,484,722

Investment Type	Issuer	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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2005 Tax Allocation Bonds - Series B (Tax-Exempt)								
Principal								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	\$ 1	\$ 1	\$ 1	US Bank
Interest								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	\$ 1	\$ 1	\$ 1	US Bank
Reserve Account:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	821,836	821,836	821,836	US Bank
Redevelopment Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	3,503	3,503	3,503	US Bank

Total 2005 Tax Allocation Bonds - Series B (Tax-Exempt) \$ 825,339 \$ 825,339

Investment Type	Issuer	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
-----------------	--------	--------------	------------------	---------------	-----------	------	--------------	-----------

2010 Tax Allocation Bonds (Tax-Exempt)								
Principal								
US Bank Money Market Fund	US Bank				\$1	1.29	1.29	US Bank
Interest								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	8	8	8	US Bank
Reserve Account:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	1,561,785	1,561,785	1,561,785	US Bank
Redevelopment Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	6,496,358	6,496,358	6,496,358	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt) \$ 8,058,152 \$ 8,058,152

Investment Type	Issuer	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2011 Tax Allocation Bonds - Series A (Taxable)								
Principal:								
US Bank Money Market Fund	US Bank				1	1	1	US Bank
Reserve Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	1,474,463	1,474,463	1,474,463	US Bank
Project Account:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	4,726,491	4,726,491	4,726,491	US Bank
Interest Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	3	3	3	US Bank

Total 2011 Tax Allocation Bonds - Series A (Taxable) \$ 6,200,958 \$ 6,200,958

Investment Type	Issuer	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2011 Tax Allocation Bonds - Series B (Taxable)								
Bond Reserve Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	1,349,019	1,349,019	1,349,019	US Bank
Redevelopment Account:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	1,582,217	1,582,217	1,582,217	US Bank
Interest Fund:								
US Bank Money Market Fund	US Bank	9AMMF05B2	On Demand	0.03%	3	3	3	US Bank

Total 2011 Tax Allocation Bonds - Series B (Taxable) \$ 2,931,239 \$ 2,931,239

Total Bond Fund Investments and Deposits (3)

\$ 19,500,411 \$ 19,500,410

Notes:

- (1) - There have been no exceptions to the Investment Policy.
- (2) - The Successor Agency is able to meet its expenditure requirements for the next six months.
- (3) - Restricted Bond Funds are held by the fiscal agent.

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE**
January 31, 2015

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	5,315,397
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(91,581)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	-

TOTAL CASH BALANCE**\$ 5,223,817**

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 24, 2015

SUBJECT: AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE THUNDERBIRD LANE SEWER AND STREET IMPROVEMENTS PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

Staff solicited Proposals to provide Construction Management and Inspection Services for the Thunderbird Lane Sewer and Street Improvements Project.

The cost for completing the Construction Management and Inspection Services is \$39,600.

RECOMMENDED ACTION:

1. City Council award a professional service contract to AKM Consulting Engineers to provide construction management and inspection services for the duration of the Thunderbird Lane Sewer and Street Improvements Project for a maximum contract amount of \$39,600.
2. Authorize the City Manager to bind the City of Stanton and AKM Consulting Engineers in a contract to provide construction management and inspection services.
3. Find that this action is not a project per CEQA.

BACKGROUND:

The City of Stanton is ready to begin construction on the Thunderbird Lane Sewer and Street Improvements Project. A construction contract has been awarded to PTM GRFCO, Inc. at the January 27, 2015 City Council Meeting for \$442,071.80. A separate contract is required to provide services to manage and inspect the project sewer installations and modifications components, and other items of work necessary to complete the project.

ANALYSIS/JUSTIFICATION:

In September of 2014, staff conducted a selection process of firms that submitted proposals for on-call construction management and inspection services in order to have a set of pre-selected qualified firms on file. Staff selected three (3) top ranking firms based on the firm's experience managing and inspecting construction of sewer improvement and construction projects. In January 15, 2015, staff issued a request for proposals (RFP) from the pre-selected firms for the construction management and inspection services for the Thunderbird Lane Sewer and Street Improvements Project. All three (3) firms submitted proposals and upon further review, AKM Consulting Engineers was selected to perform the required services for this project. The proposed construction inspector has extensive experience in similar projects and local municipal projects such as City of Cypress, City of Garden Grove, City of El Segundo, City of Palos Verdes Estates, and City of Fountain Valley. Also, Staff has firsthand experience working with the inspector and is confident that all work will be satisfactory. This contract will cover the duration of the project. The total amount of this contract will not exceed \$39,600. Please note that all three (3) proposals were very close in cost which gives Staff further confidence that the cost for these required services is reasonable.

FISCAL IMPACT:

Funds for these services are available in the Sewer Maintenance Fund in account 501-3700-730105. These services will not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

None.

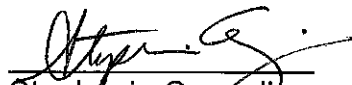
LEGAL REVIEW:

None.

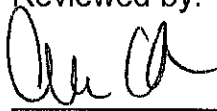
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

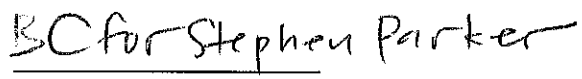
Prepared by:


Stephanie Camorlinga
Engineering Assistant

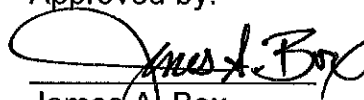
Reviewed by:


Allan Rigg, P.E., AICP
Director of Public Works/City Engineer

Concur:


Stephen Parker, CPA
Administrative Services Director

Approved by:


James A. Box
City Manager

ATTACHMENTS:

- (1) Professional Services Agreement
- (2) Proposal

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of February 24, 2015, between the **City of Stanton**, a California Municipal Corporation ("City") and **AKM Consulting Engineering**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **February 24, 2015** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **August 1, 2015** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Public Works shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Thirty nine thousand, six hundred (\$39,600.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files,

Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure

to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Stanton
7800 Katella Ave
Stanton, California 90680
Attention: City Clerk

To Consultant:

AKM Consulting Engineers
553 Wald
Irvine, CA 92618

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, aside from material testing as stated in the proposal, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only AKM Consulting Engineers shall perform the services described in this Agreement.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**


The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF STANTON

By: _____
James A. Box
City Manager

CONSULTANT

By: 
(Signature)

Zeki Kayiran
(Typed Name)

Its: President

Attest:

Luz A. Rodriguez, Interim City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide construction management and inspection services for the Thunderbird Lane Sewer and Street Improvements Project as described in the Request for Proposal dated January 15, 2015.

EXHIBIT B

FEE PROPOSAL



AKM Consulting Engineers

553 Wald
Irvine, CA 92618

Telephone: 949.753.7333

Facsimile: 949.753.7320

Water
Resources

Infrastructure

Construction
Management

Municipal
Services

February 5, 2015

City of Stanton

7800 Katella Avenue

Stanton, CA 90680

ATTN: Mr. Allan Rigg, Director of Public Works/City Engineer

Subject: Request for Proposal - Thunderbird Lane Sewer and Street Improvements Project

Dear Mr. Rigg:

In response to your January 15, 2015 Request for Proposal, AKM Consulting Engineers, a SBA Certified Small Business Enterprise, is pleased to submit our proposal to provide Construction Management and Inspection Services to the City of Stanton for the Thunderbird Lane Sewer and Street Improvements Project.

AKM Consulting Engineers will provide construction inspection services to the City of Stanton through a well-qualified Construction Inspector. Our proposed Construction Inspector, Mr. Steve Patterson, is fully acquainted with the local and regional issues affecting the planning, design and construction of sewer pipelines and general street improvements projects in the Southern California area. Mr. Patterson possess a wealth of experience and expertise in the design and construction management of public works projects, including gravity sewer pipelines, protective coatings and linings, temporary sewage bypass pumping, both cast-in-place and precast concrete manholes, tie-ins with existing sewer facilities, jack and bore operations, condition and construction quality

assessment through closed circuit television review, as well as asphalt concrete street improvements to undertake this project. He has worked extensively with constructing such improvements in high groundwater conditions and areas possessing expansive soils. Mr. Patterson has served as the Utilities Operations Manager for a municipally owned water/wastewater/recycled water utility. Mr. Patterson has thorough knowledge of, and training in occupational hazards and safety precautions and requirements as they pertain to the construction, operations and repair of public works infrastructure. Mr. Patterson will be responsible for daily inspection of the project and will oversee the field inspection/testing of the geotechnical and materials testing technicians. Having served as a Utilities Operations Manager for a public agency Mr. Patterson is uniquely sensitive to the specific concerns of Municipal Management, their Governing Boards and the public they serve. Mr. Patterson's comprehensive resume has been included as an attachment to this proposal.

SCOPE OF WORK

AKM Consulting Engineers is proposing to provide Construction Management and Inspection Services to the City of Stanton with sufficient highly qualified personnel to ensure field control, conformance with contract plans and specifications, accurate contract documentation, and that quality facilities are constructed within the desired schedule.

We have thoroughly reviewed the comprehensive scope of work developed by the City and included in the subject request for proposal which we acknowledge and pledge to provide in its entirety. In the following section we have expanded upon and describe our specific approach to undertaking the scope of work:

Project Document Review

Prior to beginning the project, the Construction Inspector will be completely familiar with the project plans, specifications, applicable City standards and the standards of other agencies having jurisdiction over the project and all other construction related documents. They will also become familiar with traffic control plans, the baseline construction schedule, construction sequence, and permit requirements.

Preconstruction Site Visit

The Construction Inspector will conduct a site visit prior to the beginning of construction to fully acclimate himself with the existing conditions and site logistics. Photos and notes will be taken and any concerns will be discussed with City staff.

Preconstruction Conference

AKM will schedule a pre-construction conference. The meeting shall be attended by representatives of the City, the Construction Inspector, the Design Engineer, the Contractor, and all other project stakeholders such as local authorities including police and fire departments, other affected utility/facility owner's personnel, and any other regulatory agency having jurisdiction over the project. The meeting will review the project objectives,

introduce key personnel for the City, AKM, Design Engineer, Contractor and define their roles on the project, discuss the Contractor's initial CPM Construction Schedule; review labor compliance requirements, progress payment procedures, and project record keeping; establish project lines of communication, appropriate project site conduct, and other project procedures; and discuss public relation concerns and procedures. Potential utility and traffic safety problems shall be discussed. A written record of attendance and detailed meeting minutes of items discussed shall be prepared and distributed to all attendees by AKM. AKM will distribute a draft copy of the pre-construction meeting minutes to the City for their initial review and comment prior to distributing the draft minutes to the other attendees for comment. After incorporating all comments, AKM will distribute a final copy of the pre-construction meeting minutes.

Project Communication

As the City's representative, we will serve as the intermediary between the City and the Contractor. Information and correspondence will be routed through the Construction Inspector to the City. The majority of communication will be between the Construction Inspector and the Contractor's Project Manager and Field Superintendent. The Construction Inspector will regularly communicate conversations and information from the Contractor with the City's Project Engineer. All correspondence will be routed to the City once received by the Construction Inspector and the City project staff will be copied on all correspondence AKM routes to the Contractor.

Public Relations

Our Proposed Construction Inspector will represent the City with professionalism, courtesy and integrity. Part of his role will be to assist the City with public relations which will include distribution of public notices to the surrounding public as well as interfacing with

residents and the general public on a day-to-day basis while in the field. He will also be available to respond to written inquiries or complaints from the public regarding construction.

Shop Drawing and Submittals Review and Coordination

AKM will maintain a project submittal register to track each submittal and identify the date the submittal was received by AKM, the date it was transmitted to the City and the design engineer (if applicable) for review, the date the submittal comments are due back to the Contractor, the date the submittal was returned to the Contractor and the noted status of the submittal (for example: no exceptions taken, revise and resubmit, make corrections noted or submit specified items). The submittal register will also track each re-submittal as noted above when re-submittal for an item is required. AKM will distribute the comments back to the Contractor as well as the final submittals. Or proposed Construction Inspector will assist the City in the review of all construction submittals and shop drawings for completeness, accuracy and strict conformance to the Contract Documents and provide necessary comments.

RFI Review, Response and Coordination

Communication will be a critical component for a successful project, and as such, the Construction Inspector will keep open lines of communication with the Contractor, Design Engineer and the City in an effort to identify problems, conflicts or issues and work towards a cooperative resolution. All requests for information or clarification of interpretations, meaning and intent of the project Contract Documents will be forwarded to the Construction Inspector by the Contractor. Responses will generally be addressed by the Construction Inspector in consultation with the City. Upon the City's request, AKM will forward RFI's related to interpretation or intent of the Contract Documents to the City for review and response.

Materials Testing Coordination

Materials testing for the project will be provided by our proposed geotechnical and materials testing consultant Ninyo & Moore. AKM will coordinate with Ninyo & Moore to schedule their services when necessary as construction progresses. It is anticipated that materials testing services will be required for soil compaction testing; concrete placements; asphalt concrete paving compaction testing; sampling and laboratory testing for fill materials, asphalt concrete paving materials, and aggregate base.

Survey Verification

The Construction Inspector will verify that the Contractor is employing the services of a licensed survey consultant for setting off-set stakes and necessary control points in advance of proposed work. The Construction Inspector will retain and file all cut and fill sheets and keep a running record of dates survey services were performed.

Construction Progress Meetings

In an effort to define and review existing construction issues, as well as coordinate project elements, AKM will schedule weekly construction progress meetings. Attendees will typically include key representatives from the City, AKM, the Design Engineer, the Contractor and any other agencies having jurisdiction over the project. The Construction Inspector shall attend all regularly scheduled construction progress meetings. The following are typical items that will be addressed during meetings: Work completed during the previous week, overall schedule review, submittal status, schedule of work for the next two weeks, future items requiring coordination, RFI status, as-built drawing maintenance, progress payments, contract change orders, materials and equipment delivered, site maintenance and safety, neighboring property owner comments and concerns, and contractor performance relative to project schedule, cost, and frequency of non-compliance notices and/or corrective work.

City's Field Representative

We are proposing to provide construction management and inspection services as a direct benefit to the City. Our proposed Construction Inspector will work as an extension of the City as their authorized representative during construction of the proposed improvements. In this role we will become the "eyes and ears" of the City, protecting their interests at all times. Daily construction inspection and quality assurance of the proposed work will constitute enforcing strict adherence to City Standards and regulations; the project plans and specifications; as well as City Standards during the Contractor's prosecution of the project. Inspection services will verify that the construction is in accordance with all Contract Documents. This will be achieved through thorough visual inspections and observations, physical testing and documentation of all construction activities occurring on site. Our daily effort will entail ongoing schedule monitoring, coordination of all project correspondence amongst the various project participants, document management, cost monitoring, and scheduling special inspections and/or the services of survey and materials testing consultants.

Traffic Control

The Construction Inspector will thoroughly review the traffic control plan prior to beginning the project. The traffic control plan will be the basis for verifying compliance when reviewing the Contractor's traffic control measures and maintenance throughout the duration of the project. Any potential concerns with the traffic control plan will be brought to the attention of the City prior to approval of the plan by the City's Traffic Control Division. At a minimum, the Construction Inspector will review the traffic control daily after it is mobilized to verify it is being maintained intact and as designed and that traffic control devices have not been tampered with or disturbed from their intended positions.

Daily Inspection Reports

Daily reports will be prepared by the Construction Inspector for each day on the project. The daily report will contain a written summary of work completed and all construction activities occurring at the site. The summary will contain specific times and durations that work or events occurred. The daily report will also document weather conditions; drawing and specification references for work completed; traffic control measures taken by the Contractor; quantity of materials used; quantity of materials not used yet stored on site; equipment on site and whether the equipment was used; time that equipment was used on the project; and the names, labor classifications, and hours worked for all Contractor employees. Detailed descriptions will be provided to document any conversations with the Contractor's Field Superintendent or other Contractor Personnel, directives given to the Contractor, non-compliance notices issued, any construction issues identified by the Contractor, and any visitors to the project site and their purpose for being there. The Construction Inspector will make notations in the daily report regarding the safety measures employed by the Contractor; any safety concerns, violations, or deficiencies noticed; and action taken by the Contractor to correct them. The daily report will also contain notations regarding potential conflicts that may result in a request by the Contractor for a contract change order. If no issue or conflict is discovered for a particular day, the Construction Inspector will note that in the report. Time noted and dated photographs of construction activities will be included in the daily report. Sketches, drawings, or details will be prepared as necessary to explain and document daily construction activities, and will be included in the daily report. Daily reports will be completed the same day the inspections are conducted to ensure the accuracy and completeness of the report.

Materials and Equipment Delivery Compliance

A critical responsibility of the Construction Inspector will be to obtain materials certifications prior to delivery, or at point of delivery at the project site; for example, mill certifications for reinforcement steel, delivery tickets for asphalt concrete and Portland cement concrete. The Construction Inspector will verify that the certification documentation complies with the specifications and the associated submittal/shop drawing prior to permitting the Contractor to incorporate such material or equipment into the work. Additionally, certain material and equipment will be required to pass testing specified by the Contract Documents. The Construction Inspector will verify evidentiary documentation of compliant test results prior to approving delivery of such material. AKM will immediately notify the City of any noncompliant testing results or the lack of evidentiary documentation for material or equipment compliance, with recommendations for either corrective action or replacement. The Construction Management Team will coordinate with the City, Design Engineer and/or any regulatory agencies having jurisdiction, to determine if any remedial measures may be undertaken to bring the work, material or equipment within compliance and present such measures to the City, or to determine if the work must be rejected in its entirety.

Schedule Management

The baseline CPM schedule will be the barometer from which Contractor's performance will be evaluated. During the preconstruction phase of the project, the Contractor will be required to submit a baseline CPM schedule. During this period AKM will review the schedule for the overall feasibility and duration of specific activities as well as evaluate interrelated activity constraints and tabulations of predecessor and successor activities. AKM will also review updated Contractor schedules any time the schedule is affected. AKM will also verify that

the schedule accurately reflects the actual time of completion for completed work and work in progress. The Contractor's submittal schedules will be reviewed to verify that the schedule is reasonable and consistent with the overall construction schedule. AKM will notify the Contractor of errors and inaccuracies in the schedules and require revisions. AKM will also identify upcoming construction issues through the review of the schedule and bring such issues to the attention of the City immediately. Project elements which may impact the local community will also be preemptively identified and addressed through a cooperative effort with the City and the Contractor if necessary. The Construction Inspector will log total working days charged to the CPM schedule activity codes on a daily basis. Such daily tracking will allow AKM to preemptively identify potential delays or project problems. When critical activities approach their completion dates, or when non-critical activities begin to use up the allotted float, AKM will immediately bring such issues to the attention of both the City and the Contractor. Such schedule issues will proactively be discussed during progress meetings or if necessary, special scheduling meetings to determine causes of potential or actually delays as well as solutions to avoid delays or account for time lost due to a delay.

Progress Payment Review

The Construction Inspector will review the completed work quantities on a monthly basis with the Contractor's Field Superintendent and/or Project Manager at the project site. The Construction Inspector will track material quantities as delivered and installed on a daily basis. Such quantity documentation will service as the basis for determining equitable progress payment percentages. The Construction Inspector will review the Contractor's updated as-built drawings at this time. The Contractor will then submit a progress payment request on a form acceptable to the City to AKM for approval including any and all required paperwork. AKM will review the payment request for

accuracy and completeness and review any other required paperwork such as certified payroll reports, statements of compliance and updated progress schedules. If AKM discovers errors, the Contractor will be notified for corrections. Once the payment request and all required paperwork are correct, AKM will forward them to the City with a statement of AKM's recommendation for payment.

Change Order, Claims and Dispute Management

During the course of the project AKM will interpret and enforce the requirements of the Contract Documents. The Construction Inspector will preemptively monitor for potential conflicts that may result in a contract change order. Daily notations of any conflicts observed or potential contract change orders will be made in the daily reports noting the time of a dispute, time of notification by the Contractor and of any action taken by the Construction Inspector. Detailed accounts of any disputes with the Contractor relating to the project scope of work will also be documented in the daily report. AKM will immediately notify the City in writing when a conflict, dispute, design problem and/or potential contract change order arises. Contract change order proposals and/or claims will be received by the Construction Inspector and reviewed for merit and reasonableness of cost. The change order or claim will also be forwarded to the City for review and comment. If the change order or claim request is determined to be meritorious through a cooperative effort with the City, AKM will prepare a written justification for the contract change order including a schedule impact analysis, cost estimate, a detailed description of the extra work, background information surrounding the issue, resolution alternatives and recommendations for action by the City. AKM will also negotiate with the Contractor in order to reach a mutually agreeable cost and terms of the change order, or resolution of a claim. AKM will not authorize work without conference with and prior written approval by the City. Final agreements for resolution of claims will

be in writing between the City and the Contractor.

Time & Materials Work

Should the City authorize any additional work on a time and materials basis (T&M) AKM will diligently track the actual costs of the work by keeping daily records of the labor, material, equipment and the hours each laborer worked and each piece of equipment was used in the prosecution of the T&M work. AKM will carefully distinguish the time, labor, materials and equipment used for the prosecution of the T&M work, from contract work so not to include any cost covered under the contract bid amount. The Construction Inspector will use this record keeping to verify the Contractor's records and once agreement is reached, the Construction Inspector will sign the Contractor's T&M form.

Noncompliant and Defective Work

The Construction Inspector will track when major items of work and detailed schedule activities are completed and confirm that these activities have been completed in accordance with the Contract Documents. When it is determined that the Contractor's work in progress or completed work to be deficient and not in conformance with the contract requirements, or that the Contractor has refused to comply with the Contract, a non-compliance notice will be issued. The Contractor's Field Superintendent will immediately be verbally notified of the non-compliance and the requirement for corrective action to be taken. AKM will follow up with a written notice, sent to the Contractor's Project Manager. The form will reference the date and time the non-compliance was determined, the name of the Field Superintendent who was notified, sections of the project specifications and/or pages of the plans that substantiate the non-compliance, a thorough description of the non-compliance, how the work was determined to be non-compliant (inspection, testing, or other means), the estimated value of the non-complying work and if the work is defective and is to be repaired/corrected or if

the work is rejected and must be removed and replaced with work complying with the plans, specifications and all applicable regulations. The form will be signed and dated by the

Punch Lists

During the course of construction, AKM will keep a running list of issues and corrections requiring resolution. The list will include a description of the issue, date the issue or was first observed, and date the issue was resolved. The goal of the list will be to create a real-time punch list to resolve issues prior the end of the project and minimize the size of final punch lists. Once the Construction Inspector determines the Project has reached completion, the City will be notified and a final inspection/walk through will be recommended to ascertain any unfinished work or corrections to be made. It is anticipated that the final

Construction Inspector and sent to the Contractor.

inspection/walk through will include City Engineering staff, City operations staff and AKM. Based on the findings and results of the final inspection/walk through, AKM will develop a final punch list of work to be completed and/or corrected. At the time the punch list is submitted to the Contractor, AKM will obtain the Contractor's schedule for completing the punch list. AKM will conduct scheduled inspections based on the Contractor's punch list completion schedule and verify that all items are complete. Once all items have been completed, AKM will recommend final acceptance to the City.

SCHEDULE OF COMPENSATION

AKM's proposed Staff Hours and Total Fee is presented below. It has been prepared to properly address the project's detailed scope of services and assumptions contained in our proposal. Should the scope of services significantly change, we will be happy to discuss the necessary changes in services with the City and make any required adjustments to our budget and schedule.

The labor rate, invoiced expense markup are pursuant to the Fee Proposal for On-Call Construction Management and Inspection Services submitted to the City of Stanton on September 18, 2014. Out of pocket expenses

(blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Mileage will be invoiced at \$0.65/mile.

Senior Construction Inspector \$33,600

(320 Hours @ \$105 per hour)

Geotechnical and Materials \$5,000
Testing

Expenses \$1,000

Total \$39,600

We thank you in advance for the opportunity to present our Proposal to the City of Stanton. Should you have any questions regarding its contents or require additional information please do not hesitate to contact the undersigned.

Very truly yours,

AKM Consulting Engineers



Emin Kayiran

Construction Manager



Project Role

Construction Inspector

Years of Experience: 30

Years with AKM: 8

STEVE PATTERSON

CERTIFICATIONS/AFFILIATIONS

NPDES Storm Water Quality Training for Construction Site Activities, California Department of Public Health Water Treatment Operator II, California Department of Public Health Water Distribution Operator III, AWWA Cross Connection Control Specialist, Orange County Health Department Backflow Device Tester, Cla-Val, Engineering, Maintenance and Design, California Rural Water Distribution System Maintenance and Design, OSHA HAZWOPER, NIMS 700, Utilities Risk Management Accident Investigator and Safety Instructor, NIOSH 2006 Certified Trench and Excavation Competent Person and Confined Space Entry, CJPIA: Management Academy, First Aide & CPR

- **Paseo Del Mar Sewer Pump Station for the City of Palos Verdes Estates** – Construction Manager and Resident Inspector for the project which involved replacement of a duplex wet well sewer lift station. The project included a new 35' deep x 8' diameter T-lock lined wet well, a precast concrete mechanical valve vault, construction of a 5-foot diameter T-lock lined manhole, conversion of the existing 30-foot deep 4-inch diameter wet well and existing 34-foot deep 11-inch diameter dry well to emergency storage structures including the application of an epoxy/polyurethane lining for both structures.
- **Sewer Spot Repairs for the City of Alhambra** – Construction manager/inspector for the City's sewer spot repair of 8-inch to 10-inch VCP, and replacement of one sewer manhole. Work included traffic control, bypass pumping, asphalt paving, trench repair and appurtenant curb & gutter replacement.
- **Sewer System Repair, Relining, and Replacement Project for City of El Segundo (EPA FUNDED)** – Construction manager/inspector for the replacement of 6,300 LF of 8-inch, 10-inch, and 12-inch VCP and relining of 1,500 LF of 8-inch VCP. The project, which was located in residential streets, also involved traffic control, bypass pumping at multiple locations and repaving of the streets.
- **Sewer Rehabilitation at Various Locations Project for the City of Cypress** – Lead Construction Inspector for the project involving the replacement of approximately 2,700 LF of VCP gravity sewer line ranging from 8-inch to 12-inch in size. The project also involves the installation of 378 LF of folded and re-formed lining, in-line pressure grouting, injection grouting of manholes, epoxy/polyurethane lining of 4 manholes and construction of 1 new manhole. Additionally required is installation of a sewer bypass system during the work, dewatering and settlement monitoring, traffic control, and asphalt concrete paving repair of the trenched areas.
- **Myra Avenue Storm Drain, Sewer and Street Improvements #2 for the City of Cypress** – Construction Inspector during the project which consisted of removal and reconstruction of 450 LF of existing 8-inch VCP gravity sewer lines, recoating of three (3) existing manholes with an epoxy/polyurethane coating, construction of one (1) new drop manhole and the construction of concrete encasements around existing VCP sewer lines. The project also required the construction of approximately 1,351 linear feet of a 14-foot wide by 4.5-foot high precast reinforced concrete box storm drain detention basin, construction of 500 LF of RCP tributary lines, associated manholes, and junction structures, reconstruction of cross gutters, ten (10) new concrete catch basin structures, full depth reconstruction of the asphalt concrete paving on Myra Avenue curb to curb between Moody and Denni including the construction of curb ramps with detectable warning surfaces at all nine (9) street crossings along Myra Avenue.
- **Partridge Lift Station and Thunderbird Sewer Project for the Garden Grove Sanitary District** – Lead inspector for the construction of a duplex wet well sewer lift station and 700 LF of 8-inch PVC gravity pipe, 400 LF of 4" PVC sewer force main pipe, a T-Lock lined 25' deep x 8' diameter precast concrete wet well, and precast concrete mechanical valve vault. The project also involved repaving of Partridge Street and the streets within the Thunderbird Mobile Home Park.

- **Rocky Point Sewer Pump Station for the City of Palos Verdes Estates** -Lead Construction Inspector for upgrading of a sewage pump station which included utility relocations in preparation for the work, construction of a new T-lock lined underground reinforced concrete emergency storage wet well with epoxy/polyurethane lined floor, construction of two new T-lock lined precast concrete manholes, bypass sewage pumping while the existing pump station was taken out of service, recoating of the existing wet well with an epoxy/polyurethane coating, new D.I. forcemain piping, gravity sewers, and coordination and review of testing, startup and training activities.
- **18-year Street Improvement Program for the City of San Clemente** - Committee member for the replacement and restoration of 60-miles of asphalt concrete pavement within the City. It entailed providing recommendations of repairs, developing construction standards, developing constructions schedules & inspection of the work performed. The projects included conventional asphalt paving replacement, rubberized asphalt, overlays and slurry seals. The program was funded by a combination of revenue, Street Assessment Dist. 95-1, the City's General Fund and Gas Tax.
- **Marblehead Coastal Tract Improvements (Sewer, Water, Storm Drain and Street) for the City of San Clemente** - Utility Management and project supervision for the development and construction of the City of San Clemente's Marblehead Coastal Commercial and Residential Tract. The project included 8-inch VCP, PVC and HDPE sanitary sewer improvements, as well as street improvements including construction of new asphalt concrete roads, curb, gutter and sidewalk improvements.
- **The Reserves Tract Improvements (Sewer, Water, Storm Drain and Street) for the City of San Clemente** - Utility management and project supervision for the development and construction of the City of San Clemente's "The Reserves" Residential Tract. The project included 8-inch VCP and PVC sanitary sewer piping and one sewer lift station, 8-inch to 16-inch PVC and D.I. distribution system piping; one new potable water pressure regulating station; and a storm drain system that included RCP from 12-inch to 48-inch with a detention pond. Also included was the construction of new streets, curb, gutter and sidewalk within the tract.
- **Forester Highlands Tract Improvements (Sewer, Water and Storm Drain) for the City of San Clemente** - Utility management and project supervision for the development and construction of the City of San Clemente's "Forester Highlands" residential tract. The project included 8-inch VCP and PVC sanitary sewer piping; 8-inch to 16-inch PVC and D.I. distribution system piping, one new potable water pressure regulating station; and a storm drain system that included reinforced concrete pipes from 12-inch to 48-inch. Also included was the construction of new streets, curb, gutter and sidewalk within the tract.
- **Pipelines 3, 4 & 5 Relocation at the I-15 Freeway Widening for San Diego County Water Authority** - Inspection of the replacement and relocation of segments of 66-inch, 78-inch and 96-inch cement mortar lined and coated welded steel transmission mains.
- **Relocation of 27 inch CML&C Water Transmission Pipeline for the City of San Clemente** - Utility management and project supervision for the relocation of 5,200 lf of 27-inch steel transmission pipeline. Responsibilities included: review all construction submittals, RFI's, change orders and progress schedule documents; ensuring conformance of all phases of project construction and job site safety; providing project coordination/communication between all joint powers and utility owners.
- **Well 9 Discharge Pipeline on Gardena Avenue and Bushard Street for the City of Fountain Valley** - Construction Inspector for the project which involved 2,800 LF of 16-inch cement mortar lined and coated welded steel pipe, appurtenant valves, combination air and vacuum release valves, blow-offs and the connections to the existing distribution system in the center of a high traffic intersection in the City of Fountain Valley (Bushard Street and Warner Avenue). The work also included a crossing of the Ocean View Channel, and repaving of the three (3) southbound lanes of Bushard and pavement rehabilitation of Gardena Avenue.
- **Schlegel, Agua, and Palizada Booster Pump Stations Replacement for the City of San Clemente** - Provide utility management and inspection services for the development and construction of 3 potable water pump stations.

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 24, 2015

SUBJECT: STANTON CENTRAL PARK – APPROVAL OF FEE INCREASE TO DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

REPORT IN BRIEF:

David Volz Design Landscape Architects, Inc. ("David Volz Design") has requested a fee increase for \$39,000 due to costs they have incurred due to the stoppage of work on the project.

RECOMMENDED ACTION:

1. City Council review the appropriateness of increasing the fee to David Volz Design in the amount of \$39,000; and
2. Declare that this action is not a project per CEQA; and
3. Approve or deny the additional fees.

BACKGROUND:

On November 2010, the City of Stanton purchased a property at 10660 Western Avenue at the former Mary Perez School Site. On March 8, 2011, City Council awarded a design contract to David Volz Design for the design of the Stanton Central Park for \$575,000 ("Agreement"). The scope of services was increased in November 2011 by \$49,895.65 to pay for City-initiated changes to the park master plan and design work for a traffic signal at Western Avenue and Thunderbird Lane.

Due to the City receiving a State of California Proposition 84 grant in the amount of \$2,963,700, additional design work was required to incorporate additional features into the park. In addition, a one-acre area of land south of the subject property was removed from the project due to the inability to obtain an easement from the mobile home park. This resulted in completely changing the layout of the park. The proposed design changes were approved by the City Council on September 24, 2013 and the contract with David Volz Design was increased by \$328,705, increasing the total compensation to David Volz Design to \$953,600.65.

ANALYSIS/JUSTIFICATION:

In December of 2013, staff became aware of issues with the State in regards to legal issues with the ownership of the property. David Volz Design was directed to stop all work on the project. In November of 2014 those issues regarding the ownership of the property were resolved and staff directed David Volz Design to continue with the design. The delay in completing these services is the basis for the request. Staff has no way to judge the merits of the request.

The table below shows the design costs in relation to the project budget.

	Initial Project Budget	Project Budget with Proposition 84 Grant	Project Budget with Additional Fees
Construction Cost	\$7,032,661	\$9,996,361	\$9,996,361
Design Fee	\$624,896	\$953,601	\$992,601
% Design Fee	8.9%	9.5%	9.9%

The final design of Stanton Central Park is expected to be completed in March of 2015.

FISCAL IMPACT:

Revenues and expenditures for Stanton Central Park in the total amount of \$9,458,700 are budgeted in FY 2014-15 as part of the City's two-year budget. The action of the City Council would be to increase the design budget from the existing budgeted funds, so no other action such as a Budget Adjustment is needed. This is no impact to the General Fund from this action.

ENVIRONMENTAL IMPACT:

None with this action. A mitigated negative declaration was previously approved by City Council at the June 23, 2013 City Council meeting.

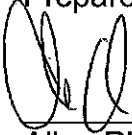
LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications through normal agenda process.

Prepared by:



Allan Rigg, P.E.

Director of Public Works/City Engineer

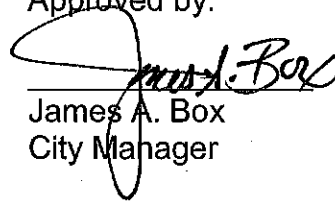
Concur:



Stephen Parker CPA

Administrative Services Director

Approved by:



James A. Box
City Manager

Attachments:

(1) Letter dated January 26, 2015 from David Volz Design

January 26, 2015

www.dvolzdesign.com

Home Office
151 Kalinus Drive, Suite M9
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

Mr. Allan Rigg
City of Stanton
7800 Katella Avenue
Stanton, CA 90690

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760.580.5165
fax 760.564.0369

**RE: Stanton Central Park
Re-Start Services Reimbursement Request**

Dear Mr. Rigg,

The park project's design start-up cost after the one year hiatus has been quantified by the design team. As we have discussed previously, these re-start services encompass updating files, reacquainting project engineers and designers with the work that was set aside in 2013 and updating files across the 300 sheet plan set. The committed and expended time included meetings and reviews while the project was on hold and staff time to update materials and specifications that were identified as updated by our team.

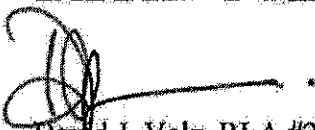
DVD is requesting \$39,000 in compensation for the services provided in this start-up work, about one hour of professional time per plan sheet. This fee amount is derived from 300 plan sheets times an average professional hourly rate of \$130 per hour. These re-start fees include fees requested by our consulting team subconsultants.

As we have discussed in the past there is justification for this request and true costs in addition to the amount requested that we have provided in the interest of moving the project forward.

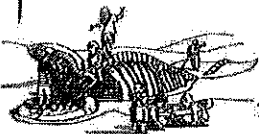
Please let me know if you have any questions or need additional information. Please let me know if we can include this additional fee as a line item on our January 2015 invoice.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, RLA #2375
LEED Accredited Professional QSD/P



Designing Landscapes that create community

CITY OF STANTON

REPORT TO HOUSING AUTHORITY

TO: Honorable Chair and Members of the Stanton Housing Authority

DATE: February 24, 2015

SUBJECT: PUBLIC HEARING PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34330 AND 34312.3 REGARDING THE SALE OF LAND LOCATED AT THE NORTHEAST CORNER OF BEACH BOULEVARD AND CATHERINE AVENUE, STANTON CALIFORNIA AND CONSIDERATION OF THE RELATED PURCHASE AND SALE AGREEMENT WITH USS CAL BUILDERS

REPORT IN BRIEF:

The Authority Board directed staff to negotiate the sale of properties located at the northeast corner of Beach Boulevard and Catherine Avenue. A purchase and sales agreement, subject to Authority Board approval, has been accepted by USS Cal Builders.

RECOMMENDED ACTION:

1. Conduct the Public Hearing.
2. Declare that the project is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).
3. Approve the sale of the properties identified by APN Nos. 131-483-01, 02 and 03 for a total of \$1,400,000.00.
4. Authorize the Executive Director to execute the necessary documents to close escrow.

BACKGROUND:

In September of 2013, the Authority Board instructed the Executive Director to negotiate the sale of three Agency owned properties located at the northeast corner of Beach Boulevard and Catherine Avenue for \$1,400,000.00. Subsequent to this direction, the Executive Director and Housing Authority Attorney drafted a Purchase and Sale Agreement for the sale of the three properties and opened escrow. The properties have been in an extended escrow period as the Agency awaited approval of

the transfer of the properties from the former Stanton Redevelopment Agency to the Stanton Housing Authority by the State Department of Finance and the State Controller's Office. Both State departments have approved the transfers and the properties are now legally held by the Housing Authority.

The subject properties carry a base zoning designation of GC (General Commercial) and are also located in the South Gateway Mixed-Use Overlay Zone. The buyer, USS Cal Builders intends to utilize the mixed-use zoning for the development of an assisted living facility with commercial uses which may include a restaurant and pharmacy. At this time the exact development plan is too speculative for detailed analysis. Further review of the project will come before this Board when the developer is ready to proceed with an actual project.

The total sales price for the properties is \$1,400,000.00. The revenues generated by the sale of the properties will be utilized by the Housing Authority for its intended purpose of providing affordable housing.

ANALYSIS/JUSTIFICATION:

The proposed transaction is a reasonable and fair settlement of all issues relating to the acquisition. The Planning Commission, at their regularly scheduled meeting held on February 4, 2015, also found that the intended sale is consistent with the goals and policies of the City's adopted General Plan, consistent with the requirements of Government Code Section 65402 of the State Planning and Zoning law.

FISCAL IMPACT:

The sale of the properties will generate \$1,400,000.00 for the Housing Authority, minus costs paid to brokers and for escrow.

ENVIRONMENTAL IMPACT:

Declare that the project is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report and drafted the attached Purchase and Sale Agreement.

PUBLIC NOTIFICATION:

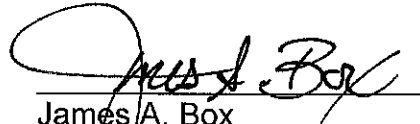
Publication once a week for two weeks in a newspaper of general circulation on Wednesday, February 11, 2015 and Wednesday, February 18, 2015.

Prepared by:



Omar Dadabhoy
Deputy Executive Director

Approved by:



James A. Box
Executive Director

Attachments:

- A. Purchase and Sale Agreement
- B. Vicinity Map

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is entered into as of this 5th day of November, 2013, by and between the CITY OF STANTON HOUSING AUTHORITY, a California municipal corporation ("Seller"), and USS CAL BUILDERS, a California corporation ("Buyer"). Buyer and Seller are sometimes individually referred to herein as "Party" and collectively as "Parties." This Agreement shall be effective as of the date, following all legally required notices and hearings, that this Agreement has been signed by all Parties ("Effective Date").

RECITALS

A. Seller is the owner in fee of certain real property situated in the City of Stanton, Orange County, California (the "Property"), as described in Exhibit "A," and depicted on Exhibit "B" attached hereto and incorporated herein by reference.

B. Buyer desires to purchase the Property from Seller for purposes of constructing an assisted living facility. Buyer previously presented the assisted living facility concept to the City Council. The concept presented to and reviewed by the City Council is attached hereto as Exhibit "D". Reference herein to "Property" or the "Subject Property" shall include all of Seller's right, title and interest, in and to the Property.

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties hereto agree as follows:

TERMS

1. PURCHASE AND SALE.

1.1 Property. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

1.2 Purchase Price. The purchase price for the Property is One Million Four Hundred Thousand Dollars (\$1,400,000.00) ("Purchase Price") or such higher price as may be required by the California Department of Finance ("DOF") or California State Controller's Office ("SCO"). Buyer acknowledges and agrees that DOF and/or SCO may increase the Purchase Price and Buyer agrees to pay any such increase to the Purchase Price, subject to Sections 2.6.1 and 4.2 below.

1.3 Payment of Purchase Price. At Close of Escrow (defined below), Escrow shall release the Purchase Price to Seller.

1.4 Withholding Requirements per R&T 18662. California law (Revenue and Taxation Code Section 18662) requires that an amount equal to 3-1/3% of the total sales price/Purchase Price for the Property be withheld from funds otherwise payable to Seller at Close of Escrow and be paid to the California Franchise Tax Board unless Seller is exempted from such requirements. As a part of the Escrow closing process, Escrow Holder (defined below) will

provide forms to Seller regarding such withholding and the circumstances under which Seller may be exempt from such requirements.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow ("Escrow") for the conveyance of the Property with Fidelity National Title Company ("Escrow Holder"). Escrow shall be deemed open on the date Escrow Holder shall have received either an original or a copy, at Escrow Holder's discretion, of this Agreement, fully executed by the Parties ("Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("Opening Date"). Buyer shall deposit One Hundred Thousand Dollars (\$100,000.00) into Escrow within ten (10) business days of the Opening of Escrow.

2.2 Escrow Instructions. This Agreement constitutes the joint instructions of Buyer and Seller to Escrow Holder for the conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("Additional Instructions") of Escrow Holder or other instruments which may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. The recordation of the Grant Deed, conveying title to the Property from Seller to Buyer ("Grant Deed") in substantially the same form as attached hereto as Exhibit "C", and disbursement of funds and distribution of other documents by Escrow Holder as described herein, shall constitute "Close of Escrow" or "Closing," and the date thereof shall be the "Closing Date." Close of Escrow shall occur nine (9) months after the Opening Date. Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement as provided in Section 4.1 herein. If no notice of termination as provided in Section 4.1 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow. Seller shall pay all costs of the Title Policy (defined below), and Buyer and Seller shall each be responsible for one-half of the Escrow fees, and normal closing costs attributable to the conveyance of the Property (collectively "Title and Escrow Costs"). Buyer shall be solely responsible for payment of any administrative expenses required in order to obtain the partial release or reconveyance of mortgages, deeds of trust or other monetary liens and encumbrances affecting the Property as well as any payment of taxes and assessments, as described in Section 2.5 below. Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement.

2.5 Property Taxes and Assessments. Because Seller is a public agency to which real property taxes do not apply, Seller shall not be responsible to pay any real property taxes and assessments allocable to the Subject Property accruing prior to Close of Escrow.

2.6 Buyer's Conditions Precedent to Close of Escrow. Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date:

2.6.1 Upon completion of the State Controller's audit of transfers performed pursuant to AB 1X 26 and AB 1424 ("State Audit"), the DOF and/or SCO shall not have disapproved of the sale of the Property.

2.6.2 In the event DOF and/or SCO determines that the Purchase Price is insufficient upon completion of the State Audit, Buyer shall pay any additional amount required by the DOF and/or SCO. The foregoing notwithstanding, in the event Buyer does not approve of the additional amount required by the DOF and/or SCO, Buyer may elect to terminate this Agreement as provided in Section 4.2 below.

2.6.3 Seller shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.4 Seller shall have completed in a timely fashion all of its obligations that are to be completed prior to the Close of Escrow as provided in this Agreement.

2.6.5 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue the Title Policy (defined below), subject only to the Permitted Exceptions, as described in Section 3.2 below.

2.6.6 All representations and warranties of the Seller hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue thereafter for the full statutory period.

2.6.7 Due Diligence Period – Buyer shall have ninety (90) days from the Effective Date to perform due diligence for items not explicitly stated in this agreement, including but not limit to obtaining all necessary 3rd party reports, Environmental Phase I Studies, Site Surveys, etc., to ascertain that the site is physically suitable for the assisted living facility project proposed to the City Council. During such period any and all escrow deposits shall be fully refundable to buyer.

2.6.8 Due Diligence Material – Within 10 days of open of escrow Seller shall provide the Buyer with the following documents then in Seller's possession:

(a) Any and all environmental studies, phase I reports, site surveys and any and all documentation that regarding the physical nature and status of the property.

(b) Any and all appraisals.

(c) Any other documents which could materially affect ownership or subsequent improvement and development of the site.

2.6.9 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.7 Seller's Conditions Precedent to Close of Escrow. Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.7.1 Upon completion of the State Audit, the DOF and/or SCO shall not have disapproved the sale of the Property. In the event the DOF and/or SCO determines that the Purchase Price is insufficient, Buyer shall pay any additional amount required by the DOF and/or SCO. The foregoing notwithstanding, in the event Buyer does not approve of the additional amount required by the DOF and/or SCO, Buyer may elect to terminate this Agreement.

2.7.2 All approvals required by Seller as a public agency shall have been made.

2.7.3 Buyer shall have tendered into Escrow all payments and documents including the remainder of the Purchase Price required of it pursuant to this Agreement. In addition to the payment required in Section 2.1 of this Agreement, Buyer shall make the following payments into Escrow at the following deadlines:

(a) One Hundred Thousand Dollars (\$100,000.00) within ten (10) days of approval by the Department of Finance of the purchase price, or approval by the Department of Finance of the sale subject to a different purchase price.

(b) One Hundred Thousand Dollars (\$100,000) within ninety (90) days of the payment listed immediately above in Section 2.7.3(a) of this Agreement.

2.7.4 Buyer shall have completed in a timely fashion all of its obligations which are to be completed prior to the Close of Escrow as provided in this Agreement.

2.7.5 All representations and warranties of the Buyer hereunder shall be true as of the Effective Date and as of the Close of Escrow and shall continue for the full statutory period.

2.7.6 Seller shall have approved Escrow Holder's estimated closing costs statement.

2.8 Buyer's Payments and Documents. Not less than one (1) business day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following funds and documents (in recordable form, as necessary):

2.8.1 The Purchase Price.

2.8.2 Funds required to pay the Escrow Costs payable by Buyer pursuant to Section 2.4 herein.

2.8.3 Funds required to pay sales or brokerage commissions and finder's fees which Buyer may have agreed in writing to pay with respect to the transaction which is the subject of this Agreement.

2.8.4 Funds required to pay any additional charges customarily charged to buyers in accordance with common escrow practices in Orange County, at the discretion of Escrow Holder.

2.8.5 Preliminary Change of Ownership form.

2.8.7 Such other documents and funds required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.9 Seller's Payments and Documents. Not less than one (1) business day prior to Closing, Seller shall pay or tender (as applicable) to the Escrow Holder the following funds (which amounts may be offset against funds otherwise payable to Seller through Escrow) and documents (in recordable form, as necessary):

2.9.1 Funds required to the Title and Escrow Costs payable by Seller pursuant to Section 2.4 herein.

2.9.2 Any additional charges customarily charged to sellers in accordance with common escrow practices in Orange County, at the discretion of Escrow Holder.

2.9.3 The fully-executed and acknowledged Grant Deed.

2.9.4 FIRPTA Certificate and California Form 593-C, using forms to be provided by Escrow Holder.

2.9.5 Such other documents and funds required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.10 Escrow Holder Responsibilities. Upon Closing, the Escrow Holder is authorized and instructed to:

2.10.1 Cause the satisfaction and removal of all exceptions to title to the Property representing monetary liens or encumbrances from funds otherwise payable to Seller at Close of Escrow, including, without limitation, all unpaid taxes and assessments respecting the Property which became due and payable prior to Close of Escrow and any penalties and interest thereon. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

2.10.2 Pay and charge Buyer and Seller, respectively, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.5, 2.8 and 2.9 herein. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and close the Escrow.

2.10.3 Record the Grant Deed, and any other instruments, as appropriate, delivered through Escrow.

2.10.4 Withhold from funds otherwise payable to Seller at Close of Escrow in such amount as Buyer is required to withhold therefrom pursuant to California Revenue and Taxation Code Section 18662 (i.e., 3-1/3% of the total sales price) and timely submit such sums to the California Franchise Tax Board, unless Buyer is relieved of such withholding requirements under the provisions of said Section 18662. Further, deliver to each Party copies of all such withholding form(s).

2.10.5 Disburse such other funds and deliver such other documents to the Parties entitled thereto.

2.10.6 Cause the Title Policy to be issued.

2.11 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 6.1 herein for notices, demands and communications between the Buyer and Seller.

2.12 Electronically Transmitted/Counterpart Documents. In the event Buyer or Seller utilizes electronically transmitted signed documents (e-mail or facsimile), the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that electronically transmitted documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Close of Escrow for Buyer's benefit that fee title to the Property, free and clear of all liens, claims and encumbrances, and the right to possession of the Property conveyed to Buyer pursuant to this Agreement shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder of an irrevocable commitment from First American Title Insurance Company ("Title Company") to issue to Buyer upon Close of Escrow its Standard Owner's Form Policy of Title Insurance ("Title Policy") with coverage in an amount equal to the Purchase Price. The Parties shall cause the Title Company to issue the Title Policy to Buyer upon Close of Escrow.

3.2 Permitted Exceptions. The term "Permitted Exceptions" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Close of Escrow.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 AB1X 26 and AB 1424 exceptions.

3.2.5 Other exceptions to title disclosed by the Title Report (defined below) which have been approved in writing by Buyer prior to the Close of Escrow.

3.3 Preliminary Title Report. If Buyer has not already obtained the same prior to the execution of this Agreement, promptly following the receipt of a Title Report (defined below), Escrow Holder will obtain from the Title Company and provide to the Parties a current preliminary title report and legible copies of all title exceptions listed therein (collectively the "Title Report"). Upon the later of (a) fifteen (15) days following the Opening Date; or (b) fifteen (15) days following Buyer's receipt of the Title Report, Buyer will notify Seller and Escrow Holder in writing of any objections to the status of title as disclosed by the Title Report. Any title matters disapproved by Buyer will constitute "Disapproved Matters," which Seller will cause to be removed as title exceptions on or before Close of Escrow. Those title exceptions not constituting Disapproved Matters will be deemed permitted exceptions. Any failure by Buyer to timely provide a written notice regarding Permitted Exceptions and Disapproved Matters will be deemed a determination by Buyer that all title exceptions listed on the Title Report are Disapproved Matters.

4. TERMINATION, DEFAULTS AND REMEDIES.

4.1 Exercise of Rights to Terminate. If Buyer elects to exercise its rights to terminate this Agreement and the Escrow, Buyer may do so by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. If Seller elects to exercise its rights to terminate this Agreement and the Escrow, Seller may do so by giving written notice of such termination to Buyer and Escrow Holder prior to the Close of Escrow. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "Termination Costs"). Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate. Termination related to actions taken by the DOF and/or SCO related to the purchase price shall not be subject to this Section 4.1 but shall be governed by Section 4.2 below.

4.2 Termination Related to DOF and/or SCO Actions. As noted above, in the event that Buyer does not approve of a higher sale price required by the DOF and/or SCO, Buyer may terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder prior to the Close of Escrow. In such event, Buyer and Seller shall split the Termination Costs equally. Upon such termination, the amounts deposited into Escrow by Buyer as required by Sections 2.1 and 2.7.3 of this Agreement, shall be refunded to Buyer,

unless such termination occurs more than ninety (90) days after the Effective Date, in which case twenty five thousand dollars (\$25,000.00) of the amount deposited into Escrow shall be provided to Seller. Upon such termination, all other obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

4.3 Buyer's Breach. If Buyer materially defaults its obligation to perform under this Agreement and fails to cure such default within a reasonable period of time following written notice from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by written notice to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, the amounts deposited into Escrow by Buyer as required by Sections 2.1 and 2.7.3 of this Agreement, shall be refunded to Buyer. The foregoing notwithstanding, in the event such termination occurs after the later of (1) ninety (90) days after the Effective Date, and (2) seven days after receipt by City of the final State Audit, twenty five thousand dollars (\$25,000.00) of the amount deposited into Escrow shall be provided to Seller. Upon such termination, all obligations and liabilities of the Parties under this Agreement that do not specifically survive termination shall cease and terminate.

4.4 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time following written notice from Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving written notice of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, Seller shall pay all Termination Costs, and upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for Seller's obligation to pay Termination Costs as provided herein, shall cease and terminate. Upon such termination, the amounts deposited into Escrow by Buyer as required by Sections 2.1 and 2.7.3 of this Agreement, shall be refunded to Buyer. The foregoing notwithstanding, in the event such termination occurs after the later of (1) ninety (90) days after the Effective Date, and (2) seven days after receipt by City of the final State Audit, twenty five thousand dollars (\$25,000.00) of the amount deposited into Escrow shall be provided to Seller.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

5.1.1 Authority. Seller has full power and authority to own, sell and convey the Property to Buyer and to perform its obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer now or at Close of Escrow have been or will be duly executed and delivered by Seller and are or will be legal, valid and binding obligations of Seller, sufficient to convey to Buyer good and marketable title to the Property, free of all liens, claims and encumbrances, and are enforceable in accordance with their respective terms.

5.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. To Seller's current actual knowledge, there are no agreements for occupancy in effect for the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy of the Property.

5.1.3 Hazardous Materials. Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose information to Buyer regarding the environmental status of the Property. Seller warrants to Buyer that the Property and any contiguous real property owned by Seller is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, without limitation, soil and groundwater conditions underlying the Property which could affect the Property or its use or development. Neither Seller nor any other person or predecessor in interest has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any "Hazardous Materials" as defined in any state, federal or local statute, ordinances, rules or regulation applicable to the Property, including without limitation any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances.

5.1.4 Litigation. There are no claims, actions, suits or proceedings continuing, pending or threatened against or affecting Seller or the Property, or involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Close of Escrow, at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to or in default under any notice, order, writ, injunction, decree or demand of any court or any governmental department, board, commission, bureau, Buyer or instrumentality.

5.1.5 No Breach. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not violate or result in any breach of or constitute a default under or conflict with or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, according to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property are bound.

5.2 Survival of Representations and Warranties. The covenants, representations and warranties of Seller under this Agreement shall be true on and as of the Close of Escrow and shall survive the recordation of the Grant Deed and the Close of Escrow. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of/in connection with any misrepresentation made by Seller pursuant to this Article 6.

6. MISCELLANEOUS.

6.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Seller: City of Stanton
Attn: James A. Box
7800 Katella Avenue
Stanton, CA 90680
Telephone: (714) 379-9222
Facsimile: (714) 890-1443

With Copy to: Best Best & Krieger LLP
Attn: Matthew Richardson, Esq.
18101 Von Karman Avenue, Suite 1000
Irvine, CA 92612
Telephone: (949) 263-6562
Facsimile: (949) 260-0972

To Buyer: USS Cal Builders
Attn: Allen Othman
8051 Main Street
Stanton, CA 90680
Telephone: (714) 828-4882
Facsimile: (714) 848-9498

With Copy to: Grant, Genovese & Beratta, LLP
Attn: David Grant
2030 Main Street, Suite 1600
Irvine, CA 92614

To Title Company: Debra Dunn
First American Title Company
3400 Central Avenue, Suite 100
Riverside, CA 92506

Telephone: (951) 787-1757
Facsimile: (866) 558-2890
ddunn@firstam.com

6.2 Mutual Indemnification. Buyer agrees to defend, indemnify and hold Seller free and harmless from and against any and all claims, damages and liabilities related to Buyer's use of the Property and arising from facts and circumstances occurring following Close of Escrow. Seller agrees to defend, indemnify and hold Buyer free and harmless from and against any and all claims, damages and liabilities related to Seller's use of the Property and arising from facts and circumstances occurring prior to Close of Escrow. The indemnity obligations described above will be for the benefit of and binding upon the Parties, their successors and assigns, officers, employees and representatives and will survive Close of Escrow and the recordation of the Grant Deed.

6.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an insured casualty, Seller will assign to Buyer all insurance proceeds and the Purchase Price will be reduced by the amount of any deductible. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If the Property is materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, Buyer may elect to terminate this Agreement as provided in Section 5.1 above.

6.4 Brokers and Sales Commissions. If either Party elects to use the services of a real estate broker, sales person or finder, the Party that has obligated itself in writing with respect to such services shall deposit with Escrow Holder (or, with respect to Seller, the payment to Seller at Closing will be debited) in an amount sufficient to satisfy all brokerage commissions and finder's fees for which such Party has become obligated. Seller and Buyer shall each indemnify, protect, defend and hold harmless the other Party and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of such indemnifying Party.

6.5 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

6.6 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

6.7 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

6.8 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

6.9 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

6.10 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

6.11 Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

6.12 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

6.13 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Orange.

6.14 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the prior consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

6.15 Successors and Assigns. Subject to the provisions of Section 6.14 above, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

6.16 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

6.17 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly

understood and agreed that the Parties have participated equally or have had an equal opportunity to participate in the drafting thereof.

6.18 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to the negotiation and preparation of this Agreement and processing of the escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all reasonable costs and expenses of suit.

6.19 Fees and Other Expenses. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

6.20 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

6.21 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

Date: 11/04/2013

SELLER:

STANTON HOUSING AUTHORITY, a California
municipal corporation

By: David J. Showers

Its: Chairman

ATTEST:

By: 

Patricia Vazquez, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: 

Matthew Richardson, City Attorney

Date: 11/5/13

BUYER:

USS CAL BUILDERS, a California corporation

By: _____

Its: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

Date: _____

SELLER:

STANTON HOUSING AUTHORITY, a California
municipal corporation

By: _____

Its: _____

ATTEST:

By: _____

Patricia Vazquez, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

Matthew Richardson, City Attorney

Date: 10/23/2013

BUYER:

USS CAL BUILDERS, a California corporation

By:  _____

Its: President

EXHIBIT "A"
LEGAL DESCRIPTION
[ATTACHED]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Stanton, County of Orange, State of California, described as follows:

Northeast Corner of Beach Boulevard and Catherine Avenue

SEC 36 T 4 R 11 POR NW1/4.

APN: 131-483-01

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Stanton, County of Orange, State of California, described as follows:

Northeast Corner of Beach Boulevard and Catherine Avenue

SEC 36 T 4 R 11 S 110 FT W 330.12 FT N1/2 NW1/4 SW1/4 NW1/4 – EX SW LY
TRIANG 20 FT TO ST & E 130 FT & POR TO CHANNEL AS PE.

APN: 131-483-02

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Stanton, County of Orange, State of California, described as follows:

Northeast Corner of Beach Boulevard and Catherine Avenue

T4S R11W SEC 36 POR OF NW1/4.

APN: 131-483-03

EXHIBIT "B"

DEPICTION OF PROPERTY

[ATTACHED]

EXHIBIT "C"

GRANT DEED

[ATTACHED]

Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

USS Cal Builders)
_____))
_____))
Attn: _____)

Above Space for Recorder's Use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, STANTON HOUSING AUTHORITY, a California municipal corporation ("Grantor"), hereby grants to the CAL USS BUILDERS, a California corporation ("Grantee"), the following described real property (the "Property") situated in the County of Orange, State of California:

SEE EXHIBIT "A" ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

DATED: _____, 2013

GRANTOR:

STANTON HOUSING AUTHORITY, a California
municipal corporation

By: _____

Its: _____

ATTEST:

City Clerk

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Signature _____

EXHIBIT "A" TO GRANT DEED

LEGAL DESCRIPTION AND
DEPICTION OF PROPERTY TO BE ACQUIRED IN FEE

[ATTACHED]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Stanton, County of Orange, State of California, described as follows:

Northeast Corner of Beach Boulevard and Catherine Avenue

SEC 36 T 4 R 11 POR NW1/4.

APN: 131-483-01

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TRIANG 20 FT TO ST & E 130 FT & POR TO CHANNEL AS PE.

APN: 131-483-02

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Stanton, County of Orange, State of California, described as follows:

Northeast Corner of Beach Boulevard and Catherine Avenue

T4S R11W SEC 36 POR OF NW1/4.

APN: 131-483-03

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 24, 2015

SUBJECT: REVIEW OF CITY REGULATIONS AND PROCESSES RELATED TO THE SALE OF FOURTH OF JULY FIREWORKS

REPORT IN BRIEF:

Staff is recommending amendments to Section 17.04 of the Stanton Municipal Code related to the sale of safe and sane fireworks to better represent best management practices. Staff is also recommending a reduction in fees for licensees to reflect the City's true cost of administering the program.

RECOMMENDED ACTION:

1. Conduct a public hearing;
2. Declare that the projects are exempt from CEQA under Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
3. That the City Council introduce Ordinance No. 1033, entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 17.04 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE REGULATION OF SAFE AND SANE FIREWORKS

4. That the City Council adopt Resolution No. 2015-06 updating permit fees for the sale of safe and sane fireworks in the City of Stanton.

BACKGROUND:

The City of Stanton allows for the sale of safe and sane fireworks between July 1st and July 4th of each year. Licenses to sell fireworks are provided for up to 8 non-profit organizations (or corporations which have obtained tax exempt status) by the City

Council.

Each organization desiring to sell fireworks must have a principal place of business, principal meeting place or a location for the conduct of its primary activities within the city limits and have been licensed to do so for a minimum of one year prior to the filing of a fireworks application.

In approving fireworks licenses, the City Council is required to consider the following factors:

- Only organizations prequalified by the city manager pursuant to the municipal code requirements.
- The contributions the organization has made or is proposing to make to the city's civic pride or betterment; youth activities and programs; care or assistance to the elderly, infirm or disabled; assistance to or support of the business community, charitable efforts and any other community contributions deemed beneficial by the city council.
- The location and suitability of the premises where the organization proposes to operate.
- Other factors deemed appropriate by the city council.

All licensees are also required to meet the following criteria:

- Not install or locate a stand on the licensed premises before June 20th and shall cause it to be removed and the site location cleaned on or before July 8th;
- Provide the city with proof of public liability, property damage and product liability insurance with policy limits of at least one million dollars per occurrence and naming the city as an additional insured for the duration of the license;
- Provide the city with written consent of the owner of the property where the stand is to be located;
- Provide the city with a sales tax permit issued to the organization by the State Board of Equalization;
- Provide the city with a detailed report on revenue, expenditures and net profit earned by the organization in the sale of fireworks. The report shall be submitted to the city manager's office by September 28th of each year. Failure to submit the report shall be grounds for denial of any future fireworks sales license;
- Provide the city with a bond or other surety device in an amount established by the city council and sufficient to assure removal of the structure and cleanup of the site.

In addition, licensees must obtain a permit, pay required fees (currently established at \$633.12) and have inspections completed by Code Enforcement and OCFA personnel.

After licenses are awarded by the City Council, both departments also conduct a mandatory meeting with all licensees to discuss final permitting of the actual firework stands and operational requirements of the Stanton Municipal Code. Code Enforcement Staff also collects and reviews all required reporting which is submitted by the September 28th deadline regarding revenue, expenditures and net profits earned by each organization.

ANALYSIS/JUSTIFICATION:

Per the request of the City Council, Staff evaluated the City's current municipal code requirements and best practices of surrounding jurisdictions. Based on this analysis, Staff is proposing the following changes which are included as part of Ordinance No. 1033:

- That the organization listed as the licensee shall be the same organization listed on the seller's permit (seller's permits shall not be provided for a third party).
- That written authorization from the non-profit be provided, authorizing the named individual to apply for a license on behalf of the organization.
- Removing the limitation that only adult members of the licensee organizations, their spouses, parent and adult children be allowed to sell or participate in the sale of fireworks. Instead, allowing for any adult volunteers to participate as long as they managed by one adult member of the licensee organization.
- Specify that licenses are not transferable or assignable, will only be valid for the dates specified in the permit and will be subject to all conditions set forth in their permit.
- Replace the requirement that detailed reporting of revenues, expenditures and net profits be provided by September 28th of each year with a requirement that the information be provided by the fourth Thursday in the month of September.
- Replace the requirement that applications be submitted by May 8th of each year with a requirement that applications be submitted by the first Thursday in May.

Staff believes that these mostly technical changes would allow the licensees more flexibility while ensuring that all reporting and sales are done according to best management practices. In addition, staff has reviewed the costs associated with managing the licensing process and is recommending a reduction in fees from the existing \$633.12 to \$236.25 which is a 63% reduction.

FISCAL IMPACT:

The proposed reduction in fees would decrease revenues to the City from fireworks licensees by a maximum of \$3,174.96. However, the lowered fee represents the City's true costs in administering the program.

ENVIRONMENTAL IMPACT:

None.

PUBLIC NOTIFICATION:

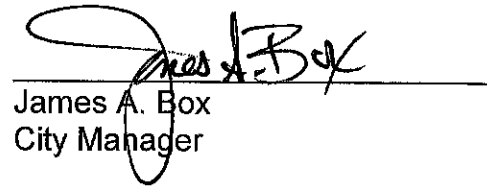
Public notice for this item was made through the regular agenda process.

Prepared By:

A handwritten signature in black ink, appearing to read "Omar M. Dadabhoy", written over a horizontal line.

Omar M. Dadabhoy
Community Development Director

Approved by:

A handwritten signature in black ink, appearing to read "James A. Box", written over a horizontal line.

James A. Box
City Manager

Attachment

- A. Chapter 17.04 Safe and Sane Fireworks
- B. Ordinance No. 1033
- C. Resolution No. 2015-06

Stanton Municipal Code[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)[Title 17 FIRE](#)**Chapter 17.04 SAFE AND SANE FIREWORKS**

17.04.010 Sale and discharge prohibited—Sale to minors prohibited.

A. It is unlawful for any person, firm or corporation to sell, display, dispose of, give away, store, keep or stock, or to discharge, explode, fire or set off any fireworks in the city except in strict accordance with the terms and conditions of this chapter. For purposes of this chapter, the terms "fireworks" or "safe and sane fireworks" shall have the meaning as set forth in Part 2 of Division 11 of the California Health and Safety Code.

B. It is unlawful to sell fireworks to any person under the age of eighteen years.

C. No person under the age of eighteen years shall purchase any fireworks, including safe and sane fireworks.

D. No person under the age of eighteen years shall discharge any fireworks, including safe and sane fireworks, except when under the direct supervision and in the presence of an adult. (Ord. 935 § 2, 2007; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.020 Organizations which may be licensed.

A. Licenses provided by this chapter shall be issued only to nonprofit organizations or corporations which have obtained tax-exempt status from the State Franchise Tax Board and which are organized primarily for veteran, patriotic, social welfare, civic or business betterment, fraternal, religious or charitable purposes.

B. Each such organization shall have a principal place of business, principal meeting place or a location for the conduct of its primary activities within the city limits and shall have been established and licensed under Chapter 5.04 (if required) within the city continuously for a minimum of one year prior to the filing of the application for the license.

C. Licenses provided by this chapter shall be issued only to organizations which qualify pursuant to the requirements set forth in this section. Each applicant organization shall submit a verified statement with its application describing and confirming its compliance with this subsection. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.030 Procedure for applications.

A. Applications for licenses shall be filed on forms provided by the city with the office of the city manager not later May 8th of the year in which the application is made. A deposit in an amount equal to the license fee established by resolution of the city council shall be submitted with the application. The deposit shall be refunded in the event the organization is not licensed by the city council.

B. The application shall be accompanied by all documentation required by the city manager and shall include but not be limited to the following: proof of general liability insurance coverage, the certified statement required by Section 17.04.020(C), documentation demonstrating tax-exempt status and a written statement describing the benefits the organization provides to the community which will be used by the city council to make the determination on whether to grant a license.

C. The application shall be signed by an authorized officer or director of the organization who shall warrant to the city the veracity of all statements contained therein. If any material statement in the application is determined by the city manager to be false or misleading, he or she may forthwith revoke the license issued by the city council.

D. The city manager shall review all applications for sufficiency and completeness within ten days of filing and promptly notify applicants of any defects, disqualifying factors or omissions. All applications and required accompanying documentation shall be in final form and shall be filed in the office of the city manager by five p.m. on May 8th. The city manager shall not be required to accept any additional documentation after May 8th but may request information clarifying or additionally explaining the applicant's proposal.

E. All organizations meeting the requirements for a license under this section shall be prequalified by the city manager provided they comply with the filing and compliance schedule set forth in this chapter. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.040 Terms and conditions of license to sell.

A. The license issued by the city council shall permit the sale of safe and sane fireworks only on July 1st from twelve noon to ten p.m. and from July 2nd through and including July 4th, from nine a.m. to ten p.m.

B. Every licensee shall be responsible for continuing compliance with all the terms and conditions contained in the license. In this regard, each licensee shall designate a responsible contact person who will be in attendance at the licensed stand or on-call from the time the stand is erected and until it is removed and the site location is cleaned to the satisfaction of the city.

C. No licensee shall sell any fireworks except from inside the licensed stand.

D. No person other than individuals who are adult members of the licensee organization, or the parents, spouses or adult children of such members, shall sell or otherwise participate in the sale of fireworks.

E. All licensees shall also:

1. Not install or locate a stand on the licensed premises before June 20th and shall cause it to be removed and the site location cleaned on or before July 8th;

2. Provide the city with proof of public liability, property damage and product liability insurance with policy limits of at least one million dollars per occurrence and naming the city as an additional insured for the duration of the license;

3. Provide the city with written consent of the owner of the property where the stand is to be located;

4. Provide the city with a sales tax permit issued to the organization by the State Board of Equalization;

5. Provide the city with a detailed report on revenue, expenditures and net profit earned by the organization in the sale of fireworks. The report shall be submitted to the city manager's office by September 28th of each year. Failure to submit the report shall be grounds for denial of any future fireworks sales license;

6. Provide the city with a bond or other surety device in an amount established by the city council and sufficient to assure removal of the structure and cleanup of the site.

F. Sales shall be made only from freestanding structures erected and located solely for the purpose of fireworks sales.

G. Fireworks stands shall comply with standards adopted by the city manager which may include size of stands, structure material, building code compliance and signage.

H. The city manager may call meetings of all licensees to describe the licensing process and to provide information with regard to city and county requirements. The failure of any licensee to attend meetings or meet established deadlines shall constitute grounds for nonacceptance of the application or revocation of the license by the city manager. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.050 Grant of approval by city council.

A. The city council shall in its sole discretion determine the organizations to which licenses will be granted in accordance with this chapter. Such determination shall be made at a regular or special meeting of the

city council in accordance with procedures established by the city council.

B. The city council may, but shall not be required to, issue up to eight licenses for the sale of fireworks in the city.

C. In determining the organizations to be licensed the council shall consider the following factors:

1. Only organizations prequalified by the city manager pursuant to Section 17.04.040(E) shall be considered;

2. The contributions the organization has made or is proposing to make to the city's civic pride or betterment; youth activities and programs; care or assistance to the elderly, infirm or disabled; assistance to or support of the business community, charitable efforts and any other community contributions deemed beneficial by the city council;

3. The location and suitability of the premises where the organization proposes to operate;

4. Other factors deemed appropriate by the city council. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.060 Compliance with requirements of fire authority.

All applicants for a license to sell safe and sane fireworks in the city shall comply with all requirements imposed by the Orange County fire authority.

A. City shall provide applicants with copies of said requirements.

B. An Orange County fire authority permit shall be required and all required fire authority fees shall be paid and all inspections shall be completed before commencement of sales.

C. All stands and personnel involved in sales shall at all times be in compliance with the Orange County fire authority requirements for public fireworks stands. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.070 Discharge permitted on certain days and times.

It is unlawful for any person, firm or corporation to discharge any fireworks, including safe and sane fireworks, except as follows: safe and sane fireworks may be discharged between July 1st and July 4th between the hours of ten a.m. and eleven p.m. (Ord. 982 § 2, 2011)

17.04.075 Discharge of fireworks prohibited—Exceptions.

A. It is unlawful for any person, firm or corporation to use or discharge any fireworks, including safe and sane fireworks as defined in Part 2 of Division 11 of the California Health and Safety Code, within the following areas of the city:

1. Any public property, including, but not limited to, public streets, highways, alleys, sidewalks, parks or other publicly owned property, buildings or facilities;

2. Any property within a commercial district of the city (defined in Section 20.215.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section;

3. Any property within an industrial/manufacturing district of the city (defined in Section 20.220.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section.

B. Nothing in this section shall preclude the use or discharge of safe and sane fireworks, consistent with

this chapter, on appropriate privately owned areas within a residential district (defined in Section 20.210.010 of this code) or the presentation of any public fireworks display authorized by the city. (Ord. 910 § 2, 2005)

17.04.080 Gas stations.

It is unlawful for any person, firm or corporation to sell, offer for sale, store, display or discharge any fireworks of any type in any public oil or gasoline station, or on any premises where gasoline or other inflammable liquids are stored or dispensed. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.090 Penalty for violations.

The violations of any of the provisions of this chapter shall constitute a misdemeanor, and the penalty for violation shall be as set forth in Section 1.04.080 of the Stanton Municipal Code. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.100 Administrative penalty.

In addition, and as an alternative, to the penalty set forth in Section 17.04.090, any person violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of Chapter 1.12 of this code. The administrative fine for a violation of this chapter shall be assessed in the amount of one thousand dollars for each violation. (Ord. 940 § 4, 2007; Ord. 935 § 4, 2007)

View the [mobile version](#).

ORDINANCE NO. 1033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 17.04 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE REGULATION OF SAFE AND SANE FIREWORKS

WHEREAS, the sale of Safe and Sane fireworks is currently permitted in the City of Stanton consistent with Health and Safety Code Section 12500 et seq; and

WHEREAS, the City Council of the City of Stanton wishes to amend Section 17.04, "Safe and Sane Fireworks" of the Stanton Municipal Code to provide clarification for its procedures for firework license applications and the terms and conditions under which fireworks may be sold; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

NOW THEREFORE, The CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1: The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: Section 17.04.030 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

17.04.030 Procedure for applications.

A. Applications for licenses shall be filed on forms provided by the city with the office of the city manager not later than the end of business day of the first Thursday in May of the year in which the application is made. A deposit in an amount equal to the license fee established by resolution of the city council shall be submitted with the application. The deposit shall be refunded in the event the organization is not licensed by the city council.

B. The application shall be accompanied by all documentation required by the city manager and shall include but not be limited to the following: proof of general liability insurance coverage, the certified statement required by Section 17.04.020(C), documentation demonstrating tax-exempt status, a seller's permit issued to the organization requesting the application, and a written statement describing the benefits the organization provides to the community which will be used by the city council to make the determination on whether to grant a license.

C. The application shall be signed by an authorized officer or director of the organization who shall warrant to the city the veracity of all statements contained therein. If any material statement in the application is determined by the city manager to be false or misleading, he or she may forthwith revoke the license issued by the city council. Written authorization from the nonprofit organization authorizing the named individual to apply for a license on behalf of the organization shall also be provided.

D. The city manager shall review all applications for sufficiency and completeness within ten days of filing and promptly notify applicants of any defects, disqualifying factors or omissions. All applications and required accompanying documentation shall be in final form and shall be filed in the office of the city manager by five p.m. on May 8th. The city manager shall not be required to accept any additional documentation after May 8th but may request information clarifying or additionally explaining the applicant's proposal.

E. All organizations meeting the requirements for a license under this section shall be prequalified by the city manager provided they comply with the filing and compliance schedule set forth in this chapter.

SECTION 3: Section 17.04.040 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

17.04.040 Terms and conditions of license to sell.

A. The license issued by the city council shall permit the sale of safe and sane fireworks only on July 1st from twelve noon to ten p.m. and from July 2nd through and including July 4th, from nine a.m. to ten p.m.

B. Every licensee shall be responsible for continuing compliance with all the terms and conditions contained in the license. In this regard, each licensee shall designate a responsible contact person who will be in attendance at the licensed stand or on-call from the time the stand is erected and until it is removed and the site location is cleaned to the satisfaction of the city.

C. No licensee shall sell any fireworks except from inside the licensed stand.

D. No person other than individuals who are adult members of the licensee organization, or their approved adult volunteers, shall sell or otherwise participate in the sale of fireworks. At all times during sales hours at least one adult member of the licensee organization must be located at the stand to oversee operations.

E. All licensees shall also:

1. Not install or locate a stand on the licensed premises before June 20th and shall cause it to be removed and the site location cleaned on or before July 8th;

2. Provide the city with proof of public liability, property damage and product liability insurance with policy limits of at least one million dollars per occurrence and naming the city as an additional insured for the duration of the license;

3. Provide the city with written consent of the owner of the property where the stand is to be located;

4. Provide the city with a sales tax permit issued to the organization by the State Board of Equalization;

5. Provide the city with a detailed report on revenue, expenditures and net profit earned by the organization in the sale of fireworks. The report shall be submitted to the city manager's office by the end of business day on the Fourth Thursday in September

of each year. Failure to submit the report shall be grounds for denial of any future fireworks sales license;

6. Provide the city with a bond or other surety device in an amount established by the city council and sufficient to assure removal of the structure and cleanup of the site.

F. Sales shall be made only from freestanding structures erected and located solely for the purpose of fireworks sales.

G. Fireworks stands shall comply with standards adopted by the city manager which may include size of stands, structure material, building code compliance and signage.

H. The city manager may call meetings of all licensees to describe the licensing process and to provide information with regard to city and county requirements. The failure of any licensee to attend meetings or meet established deadlines shall constitute grounds for nonacceptance of the application or revocation of the license by the city manager.

I. Licenses are not transferable or assignable, and are only valid for the dates specified in the permit and are subject to all conditions set forth in the permit.

SECTION 4. The City Council further finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 6. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2015.

ALEXANDER A. ETHANS, MAYOR

ATTEST:

LUZ A. RODRIGUEZ, INTERIM CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, LUZ A. RODRIGUEZ, Interim City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1033 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 24th day of February, 2015, and was duly adopted at a regular meeting of the City Council held on the 10th day of March, 2015, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

RESOLUTION NO. 2015-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING PERMIT FEES FOR THE SALE OF STATE-APPROVED (SAFE AND SANE) FIREWORKS IN THE CITY OF STANTON

WHEREAS, the City Council of the City of Stanton has determined that community benefits are derived from providing community non-profit organizations the opportunity to sell State-approved (Safe and Sane) fireworks; and

WHEREAS, on December 12, 1995, the City Council adopted Ordinance No. 774, establishing the sale and use of Safe and Sane fireworks during July 1st to the 4th each year, and setting a maximum of eight licenses to be issued; and

WHEREAS, the City Council desires to recover all staff and related costs associated with the impacts of allowing the sale and use of Safe and Sane fireworks in the City, in accordance with the City's cost recovery formula; and

WHEREAS, the City has determined that the figure of \$1,890 represents the costs borne by the City in processing eight applications and licenses for the sale and use of Safe and Sane fireworks, excluding the additional required police and fire patrols, and that the \$1,890 amount should be recovered through the establishment of a permit fee allocated equally to a maximum of eight licenses; and

WHEREAS, it is the intention of the City Council that the permit fee set forth herein shall cover, but not exceed, the estimated reasonable cost of providing the service for which the fee is charged.

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

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The City Council further finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

Section 3. The permit fee for fireworks sales in the City shall be \$236.25 per licensee, and the City is authorized to collect from each licensee the permit fee set forth herein.

Section 4. The \$236.25 fireworks permit fee shall be exclusive of, and in addition to other previously established fees charged by the City or other agencies, such as Orange County Fire Authority fees, which may be applicable.

Section 5. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 24th day of February, 2015.

ALEXANDER A. ETHANS, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, LUZ A. RODRIGUEZ, Interim City Clerk of the City of Stanton, California DO
HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-06 has
been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of
the Stanton City Council, held on February 24, 2015, and that the same was adopted,
signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

LUZ A. RODRIGUEZ, INTERIM CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 24, 2015

SUBJECT: ADOPTION OF RESOLUTION 2015-02 AUTHORIZING UNDERGROUND INSTALLATION OF OVERHEAD UTILITY WIRES AND RELATED FACILITIES AND ESTABLISHING SOUTHERN CALIFORNIA EDISON RULE 20A UNDERGROUND UTILITY DISTRICT ALONG BEACH BOULEVARD FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE

REPORT IN BRIEF:

A resolution is needed to establish an Underground Utility District along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue.

RECOMMENDED ACTION:

1. Hold the public hearing then:
2. Adopt a Resolution of the City Council of the City of Stanton, California, establishing Underground Utility District along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue.
3. Find that the project is exempt from CEQA per section 15302, Class 2(d), conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding
4. Authorize the City Manager to enter into necessary agreements with involved parties to facilitate the undergrounding of existing aerial utilities in Underground Utility District No.1.

BACKGROUND:

The Public Utilities Commission requires Southern California Edison (SCE) to set aside a portion of their utility receipts each year for use in undergrounding existing overhead utilities, known as Electric Rule 20 (Rule 20A). Projects performed under Rule 20A are nominated by a city, county or municipal agency and discussed with SCE as well as other utilities. Rule 20A projects are paid for by all SCE customers and ratepayers, not

just those who live in locations where facilities will be undergrounded. The costs for undergrounding under Rule 20A are recovered through electric rates after the subject project is completed. Typically, Rule 20A projects are completed in 3-5 years.

Projects which qualify for use of Rule 20A funds must be in the general public interest and meet one of the following requirements:

- Undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities.
- The street or road or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic.
- The street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines.
- The street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public.

Staff identified a qualifying underground conversion project along Beach Boulevard from Garden Grove Boulevard to Lampson Avenue. A map of the proposed underground conversion area is shown in Exhibit A. Please note that the limits go slightly beyond the intersections as the wires need to go underground at a pole outside the subject area. SCE has performed a rough-order-of-magnitude cost estimate for this project and concluded it will cost approximately \$2,400,000. SCE estimates the earliest the project could be constructed is in four years, so the City will have sufficient Rule 20A funds for the project. The City has the ability to borrow against future years' allocations of funding if for some reason the costs rose above their initial estimate.

ANALYSIS/JUSTIFICATION:

Per the Stanton City Municipal Code Chapter 13.08, "Removal of Overhead Utilities," Council may designate areas as an Underground Utility District by resolution. Upon establishing an Underground Utility District, affected property owners must be ready to receive underground service.

Through the creation of an Underground Utility District all aerial wires are included except the SCE 66 kilovolt (kV) electrical transmission poles and wires are exempt from undergrounding. Therefore, the top three aerial lines located on Beach Boulevard from Lampson to Garden Grove Boulevard will remain. All lower aerial wires on the pole are to be removed. Once aerial utility facilities are undergrounded in the City right of way, the adjacent property owners typically will need to convert from an aerial service to an underground service. There are 49 properties within the proposed Underground Utility

District area, with 24 of those being on the Stepping Stone Circle cul de sac. However staff has reviewed the project extents, and there does not appear to be overhead utility services to any of the properties.

It is unfortunate that poles will still remain to support the 66 kV lines, but aesthetically it will still be a dramatic improvement. A good example of how this will appear is Beach Boulevard south of Atlanta Avenue in Huntington Beach. In this area there was a recent undergrounding project in which only the poles and the transmission wires remain.

The conversion of individual electrical services is paid for out of the Rule 20A allocation. This covers the installation of up to 100 feet of conduit and wire from the property line to the electrical meter location on the building and converting the existing meter box for underground service.

All the work associated with undergrounding the utilities will be done by SCE and the other involved utilities, including engineering, excavation, backfill and restoration of paving, concrete, and landscaping.

Attached to the Staff report are copies of the "Notice to Property Owners" and the "Notice of Public Hearing" that were mailed to the property owners affected by the proposed Underground District.

A hearing was held on January 27, 2015 in which the City Council approved Resolution 2015-01 declaring the City's intention to authorize underground installation of overhead utility wires and related facilities and to establish an underground utility district on Beach Boulevard from Garden Grove Boulevard to Lampson. The resolution set the date of the hearing to discuss this matter as February 24, 2014.

FISCAL IMPACT:

Costs to construct the underground facilities and convert the aerial utilities to underground are funded by Rule 20A SCE funds and there should be no cost to the City other than staff time. Total costs are estimated at \$2,400,000 to convert the existing aerial lines to underground.

ALTERNATIVES:

Delay, modify, or reject the recommended actions to establish Underground Utility.

ENVIRONMENTAL IMPACT:

The project is exempt from CEQA per section 15302, Class 2(d), conversion of overhead electric utility distribution system facilities to underground including connection

to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

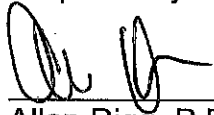
LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and the resolution.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:



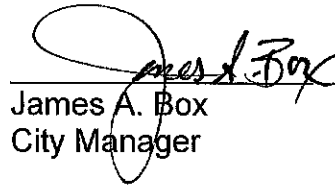
Allan Rigg, P.E., AICP
Director of Public Works/City Engineer

Concur:



Stephen Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

ATTACHMENTS:

- (1) Resolution 2015-02
- (2) Resolution 2015-01
- (3) Map of the proposed underground conversion area
- (4) Engineer's Report
- (5) Letter from SCE regarding project and cost estimate
- (6) Letter from SCE regarding Rule 20A Balance
- (7) Rule 20A General Conditions
- (8) "Notice to Property Owners" and the "Notice of Public Hearing"

RESOLUTION NO. 2015-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 1 ALONG BEACH BOULEVARD FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE.

WHEREAS, pursuant to the California Streets and Highways Code and Chapter 13.08 of the City of Stanton Municipal Code, the City of Stanton is authorized to establish an underground utility district in order to facilitate the underground installation of overhead utility wires and related facilities; and

WHEREAS, the City Council held a public hearing on February 24, 2015 to determine whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated services within an area of the City more specifically described below and hereinafter referred to as the "Designated Area"; and

WHEREAS, notice of the public hearing was mailed to all affected utilities and affected property owners as shown on the last equalized assessment roll; and

WHEREAS, at the public hearing, the City Council received a report prepared by the City Engineer regarding, among other information, underground installation of overhead utility wires and facilities in the Designated Area, the extent of such utilities' participation and estimates of the total costs to the City and affected property owners. The report also addresses an estimate of the time required to complete the underground installation and removal of overhead facilities (the "Engineer's Report"); and

WHEREAS, at the public hearing, the City Council heard and considered comments from all interested persons regarding the proposed underground installation of utility wires and facilities in the Designated Area; and

WHEREAS, City staff have consulted with the utility companies that will be affected by the undergrounding of wires and facilities within the Designated Area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stanton as follows:

Section 1. Findings. Based on all of the evidence presented, including the Report and all written and oral testimony given at said public hearing, the City Council finds that:

- (a) The public necessity, health, safety and welfare require the removal of poles, overhead wires and associated structures and the underground

installation of wires and facilities for supplying electric service and communications service within the Designated Area, as described below;

- (b) Underground installation of existing wires and facilities for supplying electric service in the Designated Area will avoid or eliminate an unusually heavy concentration of overhead electric facilities;
- (c) The Designated Area is extensively used by the general public and carries a heavy volume of pedestrian and vehicular traffic;
- (d) Beach Boulevard is considered an arterial street or major collector road, as identified in the mandatory circulation element of the City General Plan; and
- (e) Beach Boulevard passes through and serves as the main access to an important civic area and public recreation.

Section 2. Designated Area. The Designated Area generally includes portions of Beach Boulevard within the existing right-of-way, and is more particularly depicted in Exhibit "A" (Map of District Boundaries), which is attached hereto and incorporated herein by reference.

Section 3. Establishment of District. The City Council hereby declares the Designated Area as Southern California Edison Rule 20A Stanton Underground Utility District along Beach Boulevard (the "District").

Section 4. Undergrounding of Utilities. The City Council hereby orders that all affected utility poles, wires and facilities in the District be removed and installed underground. The Council further orders that such removal and underground installation shall be completed by February, 2019, when property owners in the District must be ready to receive underground service.

Section 5. Exemptions. The following shall be exempt from the provisions of this Resolution:

- A. Any municipal facilities or equipment installed under the supervision and to the satisfaction of the city engineer;
- B. Poles, or electroliers used exclusively for street lighting;
- C. Overhead wires (exclusive of supporting structures) crossing any portion of a district within which overhead wires have been prohibited, or connecting to buildings on the perimeter of a district, when such wires originate in an area from which poles, overhead wires and associated overhead structures are not prohibited;
- D. Poles, overhead wires and associated overhead structures used for the transmission of electric energy at nominal voltages in excess of thirty-four thousand

five hundred (34,500) volts;

E. Overhead wires attached to the exterior surface of a building by means of a bracket or other fixture and extending from one location on the building to another location on the same building or to an adjacent building without crossing any public street;

F. Antennae, associated equipment and supporting structures, used by a utility for furnishing communication services;

G. Equipment appurtenant to underground facilities, such as surface-mounted transformers, pedestal-mounted terminal boxes and meter cabinets, and concealed ducts;

H. Temporary poles, overhead wires and associated overhead structures used or to be used in conjunction with construction projects.

I. Overhead facilities for emergency purposes pursuant to Stanton Municipal Code section 13.08.060.

Section 6. Costs. The City Council orders that the affected utilities shall furnish, at their cost, those portions of the conduits, conductors and associated equipment required to be furnished by them, for their subject utilities, under all applicable rules (including California Public Utilities Commission Rule 20A), regulations and tariffs or in accordance with their contractual obligations to the City of Stanton.

Section 7. Notification of Action. Within ten days after the effective date of this Resolution, the City Clerk shall notify all affected utilities and all persons owning real property within the District of the adoption of this Resolution. The City Clerk shall further notify such affected property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication, or similar or associated service, they or such occupant shall provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location. Notification by the City Clerk shall be made by mailing a copy of this Resolution, together with a copy of Chapter 13.08 of the Stanton Municipal Code, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

Section 8. Responsibilities of Utilities. Unless provided otherwise in the Engineer's Report, which is incorporated by reference herein, the supplying utility shall furnish that portion of the conduits, conductors and associated equipment required to be furnished by it under its applicable rules, regulations and tariffs on file with the commission.

Section 9. Responsibilities of Property Owners. Unless provided otherwise in the Engineer's Report, in the event that any person owning, operating, leasing, occupying or renting property within the District does not timely provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility at the new location, the City Engineer shall give notice in writing to the person in possession of such premises, and a notice in writing to the owner thereof as shown on

the last equalized assessment roll, to provide the required underground facilities within thirty (30) days after receipt of such notice. Such notice shall be provided pursuant to Stanton Municipal Code section 13.08.100. If such work is not performed within such time, thereafter the City Engineer may authorize the disconnection and removal of any and all overhead service wires and associated facilities supplying utility service to the property. The City hereby reserves its rights under California Government Code Section 38793, including the right to have the costs of removal of existing utility lines and preparation for acceptance of underground utility lines constitute a special assessment against the affected property and become a lien against the property.

Section 10. Discontinuance of Overhead Utility Service. Upon the completion of the necessary improvements for the provision of utility service by means of underground lines and facilities, the public utilities providing services affected by this Resolution may discontinue the provision of service using overhead lines and facilities.

Section 11. CEQA. The City Council hereby determines that the adoption of this Resolution, as well as the undergrounding work to be performed, is exempt from further review pursuant to State and Local CEQA guidelines section 15302, Class 2(d), conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding. Staff is directed to file a Notice of Exemption within three (3) business days following the adoption of this Resolution.

Section 12. Effective Date. This Resolution No. 2015-02 shall become effective upon its adoption.

ADOPTED, SIGNED AND APPROVED this 24th day of February 2015

ALEXANDER A. ETHANS, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Luz A. Rodriguez, Interim City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-2 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on February 24, 2015 and that the same was adopted, signed and approved by the following vote to wit:

AYE: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

LUZ A. RODRIGUEZ, INTERIM CITY CLERK

RESOLUTION NO. 2015-01

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DECLARING THE CITY'S INTENTION TO AUTHORIZE UNDERGROUND INSTALLATION OF OVERHEAD UTILITY WIRES AND RELATED FACILITIES AND TO ESTABLISH AN UNDERGROUND UTILITY DISTRICT ON BEACH BOULEVARD FROM GARDEN GROVE BOULEVARD TO LAMPSON AVENUE.

WHEREAS, pursuant to California Streets and Highways Code and the Stanton Municipal Code, the City of Stanton ("City") is authorized to establish an underground utility district in order to facilitate the underground installation of overhead utility wires and related facilities; and

WHEREAS, it has been recommended that an underground utility district be established in an area of the City more specifically described below and hereinafter referred to as the "Designated Area"; and

WHEREAS, in connection with establishing an underground utility district and pursuant to Stanton Municipal Code section 13.08.020, the City Council may call public hearings to ascertain whether the public necessity, health, safety or welfare requires the removal of poles, overhead wires and associated overhead structures within designated areas of the City and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service; and

WHEREAS, the City Council has determined that a public hearing is necessary to provide an opportunity to hear comments from all interested persons, including the utility companies and residents affected by the proposed plan to establish an underground utility district in the Designated Area; and

WHEREAS, if after hearing all comments and considering all information provided, both oral and written, the City Council finds that the public necessity, health, safety, or welfare requires the removal of overhead utility wires and related facilities and the underground installation of such wires and facilities within the Designated Area of the City, the City Council shall, by resolution, declare such Designated Area an underground utility district and order such removal and underground installation; and

WHEREAS, in anticipation of making such a finding, it is necessary that the City Council adopt a resolution of intention, pursuant to Section 5896.8 of the Streets and Highways Code, declaring its intention to order the conversion of overhead utility wires and related facilities to designated underground locations; and

WHEREAS, should the City declare the Designated Area an underground utility district and order such removal and underground installation, the affected utilities will pay for the work, at their sole expense, subject to all applicable rules (including California Public Utilities Commission Rule 20A).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DOES HEREBY RESOLVE THAT:

SECTION 1: Designated Area. The Designated Area proposed for Underground Utility District No. 1 generally includes portions of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue, as depicted and described in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 2: Intention. The City Council hereby declares its intention to establish the Designated Area as Underground Utility District No.1 and to order the removal of existing utility poles, overhead wires and associated overhead structures and the underground installation of wires and facilities supplying electricity in the Designated Area.

SECTION 3: Hearing Date and Time. On February 24, 2015, at 6:30 p.m. in the City Council Chambers of the City of Stanton at 7800 Katella Avenue in Stanton, California, the City Council shall hold a public hearing to determine whether the public necessity, health, safety or welfare requires the removal of utility poles, overhead wires and associated overhead structures and the underground installation of wires and facilities supplying electric, communication, or similar or associated service within the area of the City shown and described in Exhibit "A" and to hear and consider comments from all interested persons.

SECTION 4: Engineer's Report. Pursuant to Stanton Municipal Code section 13.08.030, the City Engineer shall prepare a report for submission at the above scheduled public hearing regarding the proposed Underground Utility District No. 1. The report shall contain, among other information, the extent of participation by necessary utility companies and an estimate of the time required to complete the underground installation and removal of overhead facilities.

SECTION 5: Mailed Notice. The City Engineer shall notify by mail all affected property owners as shown on the last equalized assessment roll and all utilities concerned of the above described public hearing at least ten (10) days prior to the date of the hearing.

Section 6: Effective Date. This Resolution shall become effective upon its adoption.

ADOPTED, SIGNED AND APPROVED this 27th day of January 2015


ALEXANDER A. ETHANS, MAYOR

APPROVED AS TO FORM:


MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Luz A. Rodriguez, Interim City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-01 has been duly signed by the Mayor and attested by the Interim City Clerk, all at a regular meeting of the Stanton City Council, held on January 27, 2015, and that the same was adopted, signed and approved by the following vote to wit:

AYES: DONAHUE, ETHANS, SHAWVER, WARREN

NOES: NONE

ABSENT: RAMIREZ

ABSTAIN: NONE


LUZ A. RODRIGUEZ, INTERIM CITY CLERK

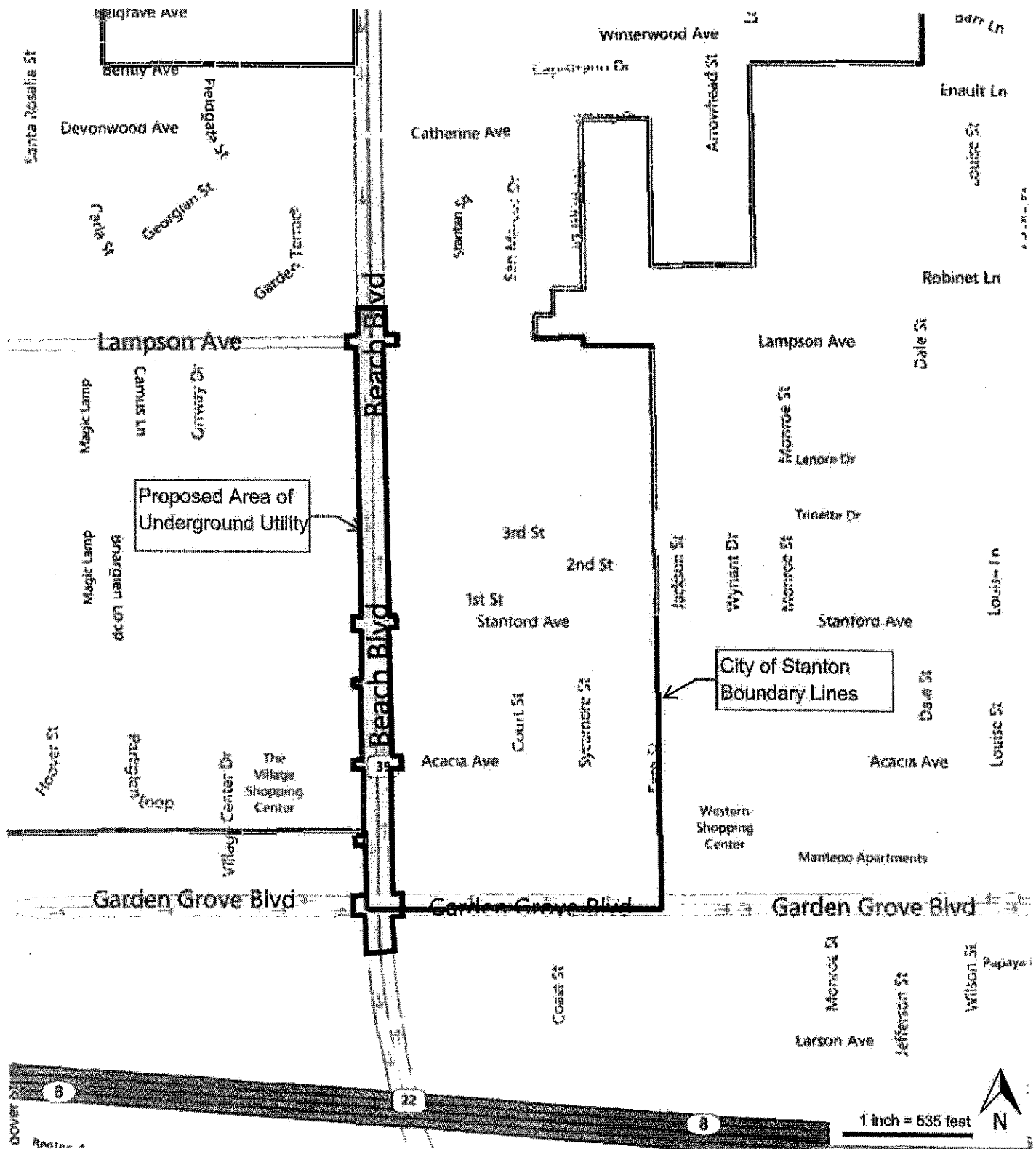


Exhibit "A": Proposed Underground Conversion Area



Engineer's Report

January 27, 2015

Beach Boulevard Underground Utility District No. 01 Garden Grove Boulevard to Lampson Avenue

DEFINITION OF AN UNDERGROUND UTILITY DISTRICT:

An underground utility district is an area in the City within which poles; overhead wires and associated overhead structures are prohibited. The procedure for establishing an underground utility district is defined in Chapter 13.08, Section 40 of the City's Municipal Code (13.08.040).

PURPOSE OF THE UNDERGROUND UTILITY DISTRICTS:

Currently, there are areas within the City where utility services are still provided to residential and commercial customers by way of overhead wires from utility poles within the public right-of-way. It has been an on going goal of the City to have overhead wires and poles removed along the major arterial roadways of the city. The removal of overhead wires and poles improves the general appearance of the street and reduce the potential for accidents (i.e. a vehicle hitting the power pole or possible outage due to a storm).

TYPES OF UTILITY DISTRICTS:

There are two basic types of underground utility districts. The first is a Rule 20A project. 'Rule 20A' refers to the California Public Utility Commission (CPUC) rule that requires utility companies to set aside funds for the undergrounding of utilities. The establishment of a Rule 20A district is based upon the recommendations of the City and the applicable utility companies. The second district type is "Rule20B" which is a developer requested district. The developer generally coordinates these districts and any costs are borne by the developer.

METHODS OF ESTABLISHING DISTRICTS:

Stanton City Council adopted Stanton Municipal Code, Chapter 13.08, Section 40. This chapter set forth guidelines for the procedures of how the city council will designate Underground Utility Districts. In the case of the Beach Boulevard Underground Utility District between Lampson Avenue to Garden Grove Boulevard, there are two resolutions. The first resolution called for the public hearing to declare an underground utility district. The second resolution called for establishment of the District. (13.08.040)

METHODS OF AMENDING DISTRICTS:

The procedure consists of holding public hearing and passing a resolution. There will be two resolutions: the first resolution calling for the public hearing to declare a designated area for the Underground Utility District and order such removal and underground installation. The second resolution shall establish the District and shall fix the time within which such removal and underground installation shall be accomplished and within

which affected property owners must be ready to receive underground service. A reasonable time shall be allowed for such removal and underground installation, having due regard for the availability of labor, materials and equipment necessary for such removal and for the installation of such underground facilities.

DISTRICT TIME-LINE:

<u>Action/Event</u>	<u>Date</u>
1. Public Hearing with Notice of Intent to Create District	January 27, 2015
2. Public Hearing to Create District	February 24, 2015
3. Design Phase, Permits, Agreements, Other Pre-Construction	February 1, 2017
4. Construction Phase	February 1, 2018

FUNDING SOURCE:

The California Public Utilities Commission requires that public utilities set aside funding for Underground Utility Districts (Rule 20A). Pursuant to this requirement, Southern California Edison Company has established a funding program for current and future Underground Utility Districts within the City as set forth in Public Works Commission Section.

City of Stanton Rule 20A Fund Allocations

Prior Years Balance		\$ 2,119,550
2015 Allocation		\$ 91,603
2016 Allocation		\$ 91,603
2017 Allocation		\$ 91,603
2018 Allocation		\$ 91,603
	Subtotal	\$ 2,485,962
Projected Cost of Beach Blvd. - Lampson to Garden Grove		\$ 2,400,000
	Balance	\$ 85,962

There is the ability to complete the project ahead of available funds by a Rule 20A accepted practice called "mortgaging" the shortfall. Mortgaging is the process of where one can borrow future allocations to provide for current funding. The City could mortgage up to four years of funds if needed.

These funds are for the undergrounding of electrical lines. All other utilities are mandate by franchise agreements to underground at their expense, so the only costs paid for by the City will be staff time.



Allan Rigg, PE, AICP
Public Works Director/City Engineer

2/2/15

Date



August 5, 2014

Mr. Allan Rigg
City Engineer
CITY OF STANTON
7800 Katella Avenue
Stanton, CA 90680-3162

Subject: Rough Order of Magnitude (ROM)
Rule 20A, City of Stanton – Beach Blvd between Garden Grove Blvd
And Approximately 150 Feet North of Lampson Avenue

Dear Mr. Rigg,

SCE has reviewed the proposed Rule 20A project in the City of Stanton on Beach Boulevard between Garden Grove Boulevard and approximately 150 feet north of Lampson Avenue. We find that the boundary is operationally acceptable for undergrounding the existing overhead distribution facilities. SCE has also prepared a rough-order-of-magnitude (ROM) for the undergrounding of the existing overhead facilities within the proposed district. The ROM estimate for the project is \$2,400,000, expressed in 2014 dollars and escalated to the year 2018, which is the earliest year that construction can be scheduled. Without the benefit of complete drawings, this ROM has an expected accuracy of plus or minus 40%.

A cost per foot of \$500/LF was used based on current Rule 20A construction cost data for projects of similar size and scope. The estimated trench footage for the project is 4,240 feet and includes all mainline trenching as well as crossings and service laterals with service capped at property line.

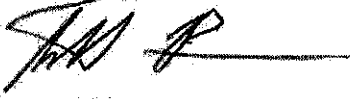
The ROM estimate is based on the following assumptions:

- SCE has an available budget to proceed with the project.
- Trenching and pavement restoration will be performed based on SCE's trenching and paving standards.
- All other utilities will be participating and sharing joint trench costs to the extent technically possible.
- The existing wood pole mounted streetlights located within the boundary will be replaced in the same vicinity with underground fed Marbelite streetlights standards.
- If the City elects to add any streetlights beyond the quantity that currently exist or upgrade the standard replacement electroler, those lights/upgrades would be installed at the City's expense and would require the following:
 - Approved streetlight plans
 - Signed by Engineer
 - Locations of streetlights
 - Head size
 - Mast arm size

- Customer duct from property line to service panel and service panel conversions are included in the estimate as needed.
- Construction will be performed during normal working hours.
- All necessary permits to be issued by the city shall be issued on a no fee basis.

Thank you for your assistance in this matter and should you have any questions please feel free to call me at (714) 973-5837 – office or (909) 844-3466 - Mobile.

Sincerely,



Todd Pearce
Rule 20A Project Management

cc:

Tony Mathis, SCE
Annabelle Dizon, SCE
Talisa Lee, SCE
Project Files

CITY OF STANTON

April 30, 2014

MAY 08 2014

Mr. Jim Box
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

OFFICE OF THE CITY MANAGER

SUBJECT: City of Stanton 2014 Rule 20A Allocation Balance

Dear Mr. Box:

Southern California Edison (SCE) has filed with the California Public Utilities Commission (CPUC) its annual report of SCE's 2014 budget for capital spending under Tariff Rule 20A, Replacement of Overhead with Underground Electric Facilities. For calendar year 2014, the budget is \$39,360,572.

Pursuant to the formula set out in Tariff Rule 20A, the portion of this amount allocated to City of Stanton is \$91,603.00. Under the tariff, allocations not committed to a qualifying project in one year are carried over to the next year. As of this writing, City of Stanton's allocations balance is \$2,119,550,.00.

The City of Stanton's allocation balance of \$2,119,550.00 may be sufficient to initiate a new Rule 20A underground conversion project to help beautify your community. Should you be interested, please contact me to discuss SCE's Rule 20A program and how we can partner to qualify and move forward with a new underground conversion project.

CPUC Decision 01-12-009 (Decision) codified the opportunity for local governments to "mortgage" their current year's allocation up to an additional five years in order to be able to undertake a qualifying Rule 20A project sooner than they otherwise could.

In accordance with the Decision, and when requested by you, SCE will meet with you and community residents at least once every six months when projects are in queue, and at least once every other month once a conversion project is underway. The decision requires local government to give notice of the meetings and provide the venue. Please feel free to call me any time to schedule such a community meeting or, if you have any questions about Rule 20A or any other matters affecting our service to you.

Very truly yours,



Eddie Marquez
Local Public Affairs Region Manager

cc: Public Works Director – Allan Rigg
Rule 20 Program Manager – Tony Mathis
Rule 20 LPA Chair – Patti Sprague

Rule20A General Conditions

General Conditions:

SCE will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, this policy document further defines the responsibilities of SCE and the sponsoring governmental agency (applicant) as follows:

Responsibilities of SCE:

1. Provide initial project assessment including qualification under Rule 20A, suggestions as to cost-effective use of 20A allocations and possible exemptions for poles that are not cost-effective to underground.
2. Provide a Rough Order of Magnitude (ROM) estimate for the undergrounding of SCE's facilities and a preliminary schedule based on an analysis of available allocations.
3. Provide consultation to the Applicant to establish or modify the project boundary map for SCE's operational benefits and if necessary to improve wheelchair access adjacent to SCE's facilities, and to facilitate approval of the project resolution or ordinance.
4. After approval and formation of the Underground Utility District (UUD) and, as requested by the Applicant, meet at least once every other month with the Applicant to discuss project status and progress.
5. Initiate and complete SCE's preliminary design identifying SCE's trench route and location of structures.
6. Provide an electronic copy (CADD) of SCE's preliminary design to the Applicant for distribution to the joint utilities.
7. Identify locations that require an easement for the placement of SCE's facilities on private property.
8. Prepare necessary easement documents, make initial contact with affected property owners, and make reasonable efforts to secure the necessary easements. If SCE cannot obtain easements, SCE will solicit the Applicant's assistance to do so.
9. Replace existing overhead fed streetlights with new underground fed marbelite streetlights within the UUD.
10. Provide approved Storm Water Pollution Prevention Plans (SWPPP) where required.
11. Provide temporary traffic control consistent with the California Joint Utility Traffic Control Manual.
12. Provide overall coordination of the bid process for the civil portion of the project (underground ducts and structures) for affected joint utilities. After installation and completion of the ducts and structures, each utility is solely responsible for its cabling and overhead removal.

13. Upon request of the Applicant, SCE may use Rule 20 allocations for the installation of no more than 100 feet of each customer's underground electric service lateral and for the conversion of electric service panels to accept underground service, excluding permit fees.
14. Provide necessary materials and construction to complete the new underground electrical system.
15. Provide proper notification to affected customers when electrical outages are necessary to complete conversion to the new underground electrical system.
16. Upon completion of SCE's underground system, remove SCE's existing overhead electrical facilities within the UUD in accordance with the Joint Pole Agreement.
17. Provide the Applicant with an updated schedule when the project is anticipated to experience a delay of three or more months.
18. Provide the Applicant with a revised project estimate when costs are anticipated to exceed the estimate by 10% or more.
19. Provide the Applicant with a "Letter of Completion" after removal of SCE's overhead facilities to document completion of the new underground system and to report on the estimated cost at completion.

Responsibilities of the Applicant:

1. Consult with SCE to confirm the requirements and location of the project.
2. Once the project's boundary has been determined, identify and notify all utilities within the proposed project's boundary.
3. Provide an approved resolution or ordinance forming a UUD and a boundary map as required by SCE's Tariff Rule 20.
4. Notify each property owner and affected utility in writing of the conversion with a copy of the adopted resolution/ordinance and boundary map.
5. Provide any studies or information regarding known environmental, biological, geological and or cultural areas within the approved UUD, including recent pot holing/core samplings and soils/paving information from recently completed projects.
6. Provide overall coordination of all utilities involved in the project, including project scheduling and status meetings and ensure each utility performs its required agreed-upon scope of work.
7. Provide Base Map information showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles. The Applicant may opt to provide SCE with complete base maps including all utilities.
8. After SCE has made reasonable efforts to secure easements, the Applicant will secure all required rights-of-way and easements necessary for the installation of SCE's facilities on private property.
9. Review, comment upon, and approve SCE's design plans, street light authorization form, and traffic control plans within 30 days of receipt from SCE.

10. Manage and pay all costs associated with the remediation of contaminated soils and cultural resource findings. Rule 20A funding may not be used for environmental remediation costs.
11. Stake and survey for any associated future grade changes.
12. Provide SCE or SCE's contractor with an acceptable construction yard for material and equipment laydown.
13. Limit the paving and restoration requirements to SCE's standard excavation and restoration (APWA Standard 133-2) necessary for construction of the project. SCE and joint trench participants will replace paving, landscaping, sidewalks, etc. that are removed during construction. Rule 20A funding may not be used for additional restoration costs or street improvements beyond that necessitated by the project.
14. Waive pavement moratorium requirements, or pay for additional costs above SCE's standard for pavement and restoration.
15. Should applicant require any additional traffic control planning beyond that which SCE provides (per California Joint Utility Traffic Control Manual), Applicant will prepare or pay to prepare such a plan.
16. Pay for the installation of any additional streetlights or decorative streetlights requested by the Applicant in accordance with SCE's Street Light Agreement.
17. Remove Applicant-owned streetlights attached to utility poles and located within the UUD at Applicant expense.
18. Minimize work hour restrictions for construction, including holiday and/or special construction limitations.
19. Waive all permit fees and other incidental project specific costs, including, but not limited to, inspection, parking charges, rental cost of Applicant properties and lost revenues.
20. Guarantee to authorize SCE to proceed with the conversion of a minimum 600 feet of existing continuous overhead electrical facilities to underground facilities within the area of the approved UUD. This is the minimum length of undergrounding that can be constructed and capitalized under SCE's Rule 20A tariff, allowing SCE to recover its investment from its ratepayers. Once approved by SCE, a Rule 20A project may not be cancelled by the applicant.



NOTICE OF PROPOSED UNDERGROUNDING UTILITY DISTRICT

Alexander A. Ethans
Mayor

Brian Donahue
Mayor Pro Tem

Rigoberto A. Ramirez
Council Member

David J. Shawver
Council Member

Carol Warren
Council Member

James A. Box
City Manager

BEACH BOULEVARD

FROM

GARDEN GROVE BOULEVARD TO LAMPSON AVENUE

Dear Property Owner,

The City Council will be considering the establishment of an Underground Utility District at their meeting on February 24, 2015. The meeting will be held at 6:30 pm at 7800 Katella Avenue, Stanton.

Per the Stanton City Municipal Code section 13.08 "Removal of Overhead Utilities", the City Council may designate areas as an Underground Utility District (UUD) by resolution. Upon establishing a UUD, poles and wires within the public right of way will be removed and placed underground. As the main wires will be underground, affected property owners must be ready to receive underground service. Please note that many, if not all, of the properties within the UUD already are served underground.

The project will remove most of the wires and many of the poles within the UUD. The preliminary schedule projects that the entire process will take four years to complete. It is unfortunate that some poles will still remain to support the high voltage 66 kV lines, but aesthetically it will still be a dramatic improvement.

If you have any questions, please contact me at (714) 890-4203.

Sincerely,

Allan Rigg, PE AICP
Director of Public Works / City Engineer

Cc: James A. Box, City Manager

7800 Katella Avenue
Stanton, CA 90680
Phone (714) 379-9222
Fax (714) 890-1443
www.ci.stanton.ca.us

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING BY THE CITY OF STANTON

CITY COUNCIL

**STANTON CITY COUNCIL CHAMBERS
7800 KATELLA AVENUE**

DATE:

February 24, 2015

TIME: 6:30 P.M.

TO CONSIDER:

**RESOLUTION 2015-02 AUTHORIZING UNDERGROUND
INSTALLATION OF OVERHEAD UTILITY WIRES AND RELATED
FACILITIES AND ESTABLISHING SOUTHERN CALIFORNIA
EDISON RULE 20A UNDERGROUND UTILITY DISTRICT ALONG
BEACH BOULEVARD FROM GARDEN GROVE BOULEVARD TO
LAMPSON AVENUE**

SUBMITTED BY: City of Stanton

A resolution is needed to establish an Underground Utility District along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue.

Previously on January 27, 2015 Resolution 2015-01 was approved which set a hearing date for February 24, 2015, at 6:30 p.m. in the City Council Chambers of the City of Stanton at 7800 Katella Avenue in Stanton, California. At this hearing the City Council shall hold a public hearing to determine whether the public necessity, health, safety or welfare requires the removal of utility poles, overhead wires and associated overhead structures and the underground installation of wires and facilities supplying electric, communication, or similar or associated service within the area of the City along both sides of Beach Boulevard from Garden Grove Boulevard to Lampson Avenue and to hear and consider comments from all interested persons.

In accordance with the requirements of CEQA, this project has been determined to be exempt from CEQA per section 15302, Class 2(d), conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

DATED: February 2, 2015

If you challenge this action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Stanton Public Works Division or City Council, at or prior to the public hearing. Additionally, if you challenge the above proposals in court, actions must be commenced within the time limits specified in California Government Code § 65009.

FOR MORE INFORMATION, CONTACT STANTON CITY HALL- 714-890-4203

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 24, 2015

SUBJECT: AWARD OF CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE CONSTRUCTION OF STANTON CENTRAL PARK TO CIVILSOURCE, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

Staff solicited proposals to provide Construction Management and Inspection Services for the construction of Stanton Central Park. Eight proposals were received and reviewed independently by four staff members. The two top-rated firms as measured by an average score of the raters were interviewed by staff. CivilSource, Inc. was chosen as the most-qualified firm. Their cost for completing the Construction Management and Inspection Services is \$297,080.

RECOMMENDED ACTION:

1. City Council award a professional service contract to CivilSource Inc. to provide construction management and inspection services for the duration of the Stanton Central Park Project for a maximum contract amount of \$297,080.
2. Authorize the City Manager to bind the City of Stanton and CivilSource, Inc. in a contract to provide construction management and inspection services.
3. Find that this action is not a project per CEQA.

BACKGROUND:

The City of Stanton is finalizing the construction documents for the development of Stanton Central Park. City staff does not have the resources nor the expertise to provide construction management and inspection services for this project. A consultant is needed to assist in the final review of the plans and to provide construction management and inspection services.

ANALYSIS/JUSTIFICATION:

On November 2010, the City of Stanton purchased a property at 10660 Western Avenue at the former Mary Perez School Site. On March 8, 2011, City Council awarded a design contract to David Volz Design for the design of the Stanton Central Park. The scope of services was increased in November 2011 to pay for City-initiated changes to the park master plan and design work for a traffic signal at Western Avenue and Thunderbird Lane.

Due to the City receiving a State of California Proposition 84 grant, additional design work was required to incorporate additional features into the park. In addition, a one-acre area of land south of the subject property was removed from the project due to the inability to obtain an easement from the Fernwood mobile home park. This resulted in significant revisions to the layout of the park. The proposed design changes were approved by the City Council on September 24, 2013 and the contract with David Volz Design was increased.

Also on September 24, 2013, the City awarded a contract to Griffin Structures, Inc. (Griffin) including Phase 1 services for constructing the park through the Project Management at Risk (PMR) delivery method. The PMR process is divided into two phases. The first phase includes design support and development of plans to the 100% level and concluding with the establishment of a Guaranteed Maximum Price (GMP) for construction. Some of the tasks within Phase I include working closely with the designer to develop construction documents and performing constructability reviews to ensure major problems are avoided during construction.

In December of 2013, staff became aware of issues with the State in regards to legal issues with the ownership of the property. David Volz Design and Griffin was directed to stop all work on the project. In November of 2014 those issues regarding the ownership of the property were resolved and staff directed David Volz Design and Griffin to continue with the design and review of the project.

Once the project was initiated Griffin presented staff with a master project budget they previously had prepared. Within this budget some of the major elements included an \$8,000,000 allowance for the actual construction of the park. Also included was an allowance of \$525,000 for three years of maintenance of the park. The total cost matched the total budget of the project at \$10,000,000.

Griffin was then asked to prepare a total budget for the project in order to assure sufficient funds were available for the construction of the park. On November 13, 2014 Griffin provided an estimate of \$14,547,240 for entire budget of the project, including the architect's fees, three years of maintenance, contingencies, profit, overhead, administration fees, bonds, and construction manager personnel. As this amount was far in excess of the budgeted \$10,000,000 from the grant and the bonds, staff reviewed all costs in an effort to bring the project in line with the budget.

The first item to address was with David Volz Design to confirm his construction cost estimate for the construction of the park absent any additional costs. On November 25, 2015 staff was provided with a cost estimate of \$10,700,000. In comparison, this same item per the Griffin estimate was \$10,200,000. Staff asked David Volz Design to modify the design to incorporate changes to bring the construction budget down to the \$8,000,000 that was originally anticipated. On December 15, 2015 a new estimate was submitted by David Volz Design which totaled just under the \$8,000,000 target. None of the changes sacrificed any of the major elements in the park and many were simply tightening up costs for major elements such as the two buildings and reducing some of the sizes of trees and shade shelters.

The second item to address was whether the PMR process was the correct one for the City to pursue. It is hard to identify which specific costs in the Griffin estimate could be attributed to the PMR process versus a traditional low-bid process, but in general with a low-bid proceed a 10% fee is typical for construction management, inspection, testing, and contingencies. In rough numbers, \$800,000 for these services should be sufficient. When added to the \$1,000,000 spent for design and \$8,000,000 for the actual park construction, the project should be able to be constructed within budget. Please note the \$450,000 budgeted for park maintenance is no longer viable. As this seemed a more cost-effective approach to the park, staff decided to pursue the traditional low-bid bidding proceed and to utilize a construction manager/inspector.

The timing of when to bring a construction manger on board was evaluated in light of the tight budget. Staff believes bringing the manager on board prior to the plans being finalized and put out to bid will result in better plans and fewer change orders. The plans have also been reviewed by the City's Forester, Engineering Consultant, and Building and Safety Department, but the manager can also provide additional value engineering and constructability reviews that will help keep costs lower.

In January of 2015 a Request for Qualifications was sent to firms the City had previously worked with as well as sent to Integrated Marketing Systems (IMS) for distribution. IMS is a subscription-based firm that distributes Requests for Qualifications to engineering, architectural, and construction management firms. It is a standard means of informing these types of firms regarding projects in order to reach the best qualified firms for a project.

Eight proposals were received and reviewed independently by four staff members – Carl Moritz (City Forester), Fernando Zarate (City Building Inspector), Stephanie Camorlinga, and Allan Rigg. The top two rated firms as measured by an average score of the raters were KOA Corporation and CivilSource, Inc. These two firms were interviewed by staff, including Stephanie Camorlinga, Allan Rigg, and James Box. All three agreed that CivilSource, Inc. was the most-qualified firm. CivilSource's project manager Jim Trammel has managed many similar projects and presented various means to make sure the project will stay on schedule and on budget.

Once the firm is under contract they will do a value engineering and constructability review of the plans. It is anticipated the plans will be ready for bid in early-March and that a contract can be awarded in April. Construction will take approximately twelve months with completion occurring around May of 2016.

FISCAL IMPACT:

Funds for these services are available from 253-5100-750101. These services will not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

None.

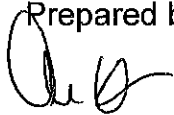
LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

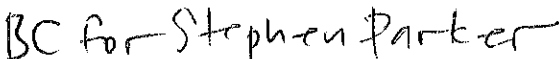
Notifications and advertisement were performed as prescribed by law.

Prepared by:



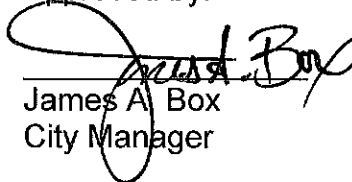
Allan Rigg, P.E., AICP
Director of Public Works/City Engineer

Concur:



Stephen Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

ATTACHMENTS:

- (1) Professional Services Agreement
- (2) Proposal

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of February 24, 2015, between the **City of Stanton**, a California Municipal Corporation ("City") and **CivilSource Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **February 24, 2015** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **October 1, 2016** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Public Works shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **Two Hundred Ninety Seven Thousand Eighty (\$297,080.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files,

Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure

to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	CivilSource, Inc. 9890 Irvine Center Drive Irvine, CA 92618
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17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only CivilSource, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF STANTON

By: _____
James A. Box
City Manager

CONSULTANT

By: Amy Amiran
(Signature)

AMY AMIRANI
(Typed Name)

Its: president

Attest:

Luz Rodriguez, Interim City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Provide construction management and inspection services for the Central Park Project Project as described in the Request for Qualifications dated January 14, 2015.

EXHIBIT B
FEE PROPOSAL

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

This scope of services is to provide the typical construction management and administration services for a new 12 acre active-use park. The following are the typical services and deliverables anticipated for this project.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.0 Pre-Construction Services

- 1.1 Perform a thorough review of project design 90- 100% design documents to become familiar with the project.
- 1.2 Prepare the Construction Management Procedures Manual and provide an overview presentation to the project team for final review/acceptance.
- 1.3 Establish project filing and other record keeping systems.
- 1.4 Pre-Construction Meeting. Schedule, notify appropriate parties, and conduct an initial preconstruction meeting with the Contractor. Prepare and distribute pre-construction minutes to attendees and other parties. The pre-construction meeting shall cover, as a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values (bid breakdown), procedures for handling submittals, correspondence, utility relocations, local agency permit requirements, requests for clarification, progress payments, change orders, safety issues, emergency response requirements, and other pertinent topics. Provide opportunities to have the Contractor's questions answered. Collect from the Contractor the submittal items required to be submitted at the pre-construction meeting.
- 1.5 Project Baseline Schedule. Conduct project schedule workshop for the Contractor's development of the baseline schedule adhering to the contract schedule specifications. Ensure the timely preparation, analysis and review with the City for acceptance prior to 1st payment.

2.0 Correspondence, Reports, and Other Forms of Communication

- 2.1 Document Standards. Prepare project correspondence and other forms of communication in accordance with industry standard document control and management procedures.
- 2.2 Document/Tracking Control. Manage the receipt, logging, control, tracking, and timely processing of project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data,

submittals, manuals, and samples received as part of the construction process, non-compliance, work to be completed, and other tracking logs as requested.

- 2.3 Records. Maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others.

3.0 Site Conditions and Progress Visual Documentation

- 3.1 Pre-Construction Video and Photos. Coordinate and review the Contractor's videotape and photos of pre-construction site conditions prior to beginning any construction operation. Confirm existing conditions within the limits of the work in adjacent areas and along access and haul roads. The Contractor's documentation shall clearly depict the pre-existing conditions of public and private improvements, including, but not limited to, street, drainage, utilities, landscaping, and irrigation improvements. Compare Contractor's pre-construction site surveys to the site surveys performed under this scope of work. Note any discrepancies and resolve issues. Describe in memorandum, submitted prior to the beginning of any construction operation, pre-existing damage identified within the limits of work and along access and haul roads. Meet with owners of preexisting damage to document and confirm existing conditions. Document any damage to public and private improvements incurred during construction operations and meet with owners immediately following discovery of damage to resolve repair requirements and responsibilities.
- 3.2 Progress and Other Photos. Maintain a digital photographic library of significant critical construction scheduled activities. Include grading, relocated / added utilities, foundation and building structure. Take additional photographs to document differing site conditions, change order and claim items, and any special or unique conditions as they arise. Incorporate photographs taken by others into the overall photo documentation record of the project.

4.0 Meetings

- 4.1 Weekly and Monthly Construction Meetings. Schedule and conduct construction project meetings with the Contractor and the City. Provide meeting agendas and discuss the schedule, near term activities, clarifications and problems which need resolution, coordination with other Contractors, status of change orders, submittals and RFIs, safety issues, OSHA visits and citations, and other topics. Identify action items and assign responsibility for the action and date action is to be completed. Prepare minutes of the meetings and include identified action items. Review the meeting minutes with the Contractor and obtain the Contractor's concurrence with the content. Distribute the minutes to the attendees within five calendar days of the meeting.
- 4.2 Other Meetings. Attend other construction-related meetings as requested by the City.

5.0 Shop Drawing and Submittal Reviews

- 5.1 Submittal Reviews. Review each submittal received from the Contractor for conformance with the requirements of the drawings and specifications. Check each submittal against the Contractor's schedule for potential resubmittals that may cause schedule impacts. Coordinate required reviews of submittals with the Design Engineer and the City. Submittals of a general nature are to be reviewed and processed by the Design Engineer. Distribute submittals to appropriate reviewers with dated transmittal letters.
- 5.2 Submittal Log and Status of Submittals. Log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor. Update the submittal log as items are received and responses given. Prepare weekly exception reports identifying outstanding submittals and reviews. Review with the Contractor the status of submittals at the weekly construction meeting using the submittal log and the master submittal list.

6.0 Plan and Specification Interpretation and Control

- 6.1 Requests for Information (RFI). Coordinate the RFI log. Review and respond to Contractor RFI. Make every effort to review and provide appropriate response to RFI prior to involving the Design Engineer. Distribute RFI to appropriate staff and coordinate timely response. Review answers and prepare formal response to Contractor within five calendar days of receipt of response, or as needed to meet schedule requirements. Respond in writing to Contractor questions from a reasonable review of the drawings and specifications for clarification items. Record changes in the record specifications and plans.
- 6.2 Requests for Changes in Design. Review and respond to requests for design revisions by the Contractor. Responses to requests for design revisions require prior written approval from the City and/or Design Engineer. Revisions in design may take the form of value engineering (VE) and shall require extensive research, evaluation, and recommendation from the Design Engineer. Provide written recommendations, as required.
- 6.3 Field Orders. Initiate and review field orders and schedule requirements when a change in the work is needed to maintain the design intent. Issue the field order to the Contractor and monitor the work for compliance. Track the issued field orders in a log. Record the changes in the record specifications and plans. If required, follow-up with a change order within 14 calendar days of mutual agreement with Contractor on pricing and conditions.
- 6.4 Substitution Requests. Coordinate evaluation of "or-equal" or product substitution requests with the Design Engineer, the City, vendors, manufacturers, and others. Prepare evaluation and recommendation for "or-equal" or product substitution request.

6.5 Record Drawings and Specifications. Update continually the plans and specifications as the work progresses. Incorporate modifications and changes from all sources, such as submittals, RFI, VE, field orders, extra work, and change orders. Compare the record drawings and specifications with the Contractor record drawings and specifications monthly.

7.0 Construction Management Administration and Special Staffing

7.1 Management. Oversee, perform, and coordinate construction management services including a process for on-going risk analysis as required to verify and assure the timely completion of the work. Prepare reports, letters, and memoranda; conduct meetings; monitor and track the expiration of insurance requirements and obtain updated certificates from the Contractor (City to process through Risk Management); coordinate subconsultants, testing, and specialty services; review daily inspection notes and identify and resolve nonconforming items; notify the City of significant problems and discrepancies; interpret drawings, specifications, and reference standards; monitor construction activities and schedules; resolve constructability problems; coordinate connections and operations; prepare change orders; review and notify the Contractor of test results; investigate claims; perform inspections; review the Contractor's project record drawings periodically and concurrently with Contractor progress payments; prepare project punch lists; and all other duties related to construction management as requested by the City.

7.2 Resolution of Day-to-Day Construction Issues. Lead resolution of day-to-day construction issues raised. Coordinate with the City, Design Engineer, and Contractor on technical issues and concerns, as well as interpretation of the design documents. Interface with the Design Engineer for resolution of technical issues, processing of change order requests or design changes to suit actual conditions encountered in the field.

8.0 Project Schedule Updates and Progress Payment Applications

8.1 Monthly Review. Conduct monthly schedule and progress payment meetings with the Contractor and coordinate and update the record drawings at this meeting. The construction progress shall be based on an agreement between the Construction Manager and the Contractor of the physically installed bid item quantities. The result of these meetings shall be the update of the construction schedule and the progress payment estimate. Coordinate the review of the Contractor's monthly progress payment request with City staff and prepare a recommendation stating the proper amount of payment. Use the Schedule of Values and actual quantities installed as a basis for the recommendation.

8.2 Prepare detailed monthly progress reports to the satisfaction of the City.

9.0 Change Control Management

- 9.1 Identify and Track Changes. Identify and track potential changes to the work and schedule. Prepare, log, and monitor Contractor or City initiated changes to the work, extra work, and change orders.
- 9.2 Request for Quote (RFQ). Request cost proposals from the Contractor for extra work and negotiate final cost.
- 9.3 Justification of Extra Work or Change. Prepare written justification and cost estimates for each extra work or change item. Justification shall include a statement of the extra work or change; background leading to issue; resolution alternatives and resolution recommendation for action by the City.
- 9.4 Prepare Change Orders. Prepare and submit change orders in the City's format to the City for written approval within seven calendar days of the finalization of negotiations.

10.0 Quality Assurance

- 10.1 Inspection of the Work. Provide inspections as necessary to ensure that materials and workmanship are in compliance with the contract documents. Coordinate delivery, inspect for defects or missing parts, and oversee recording the receipt and storage of equipment. Inspect construction activities, which are identified in the contract documents to be performed at night, weekends, and/or holidays.
- 10.2 Reports. Prepare reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors, noting delays in work and reasons for the delays, and deficiencies, which may impact the schedule. Prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements.
- 10.3 Revisions to Contractor's Methods. Discuss appropriate revisions to the methods and procedures used in performing the work. Inspectors may not authorize extra work or approve work that deviates from the contract documents. Any deviations must be authorized through the RFI process.
- 10.4 Deviations in the Work. Advise the City's Project Manager and the Contractor of deviations in the work and document any deviations. Record deviations that are not corrected and immediately deliver a Notice of Non-Compliance to the Contractor. Perform necessary follow-up to resolve Notices of Non-Compliance. Include unresolved Notices of Non-Compliance on substantial completion punch lists.

11.0 Geotechnical Engineering and Material Testing Services (by subconsultant)

- 11.1 General Requirements. Schedule sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the American Society for Testing and Materials (ASTM). The standards shall be applicable to the class and nature of the articles or materials under review unless otherwise stipulated in the project specifications, or authorized in writing by the City. The City will hire the Geotechnical Engineer for the project

12.0 Landscape and Revegetation Inspection (by the City)

- 12.1 General Requirements. Verify that inspection, sampling, and testing of landscape, irrigation, and revegetation systems to ensure contract compliance of all work and the establishment of all planting to the standards, quality, and density required of the contract documents.
- 12.2 Landscape Inspection and Testing. Verify that inspections and testing of irrigation systems for proper placement, installation, bedding and backfill, leakage, and coverage. System components to be inspected will include mainline and lateral irrigation pipe, valve manifold assemblies, backflow devices, quick couplers, and irrigation equipment. Receive and review all soil report data and soil amendment and fertilizer slips for conformance with contract documents.

13.0 Startup, Closeout, and Acceptance Services

- 13.1 Operation Testing Plan. The operational testing plan shall be developed in consultation with the City, Design Engineer, Contractor, and all appropriate vendors. Review and recommend the operational testing plan. Coordinate the testing of the equipment and facilities with the City, and assist Contractor's personnel as required during the startup phase.
- 13.2 Punch List. Prepare detailed project punchlists at substantial completion of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk-through prior to the acceptance of work with the City and other parties. Provide certification of Contractor's compliance on work items specifically requested by the City. Verify that work, testing, cleanup, and Contractor demobilization are complete.
- 13.3 Final Walk-Through. Schedule, coordinate, and conduct a final walk-through and project review prior to the acceptance of work with the City.
- 13.4 Recommended Acceptance. Recommend acceptance of the work in writing in preparation for issuance of the Certificate of Substantial Completion and/or Notice of Completion.

14.0 Post Construction

- 14.1 Operations and Maintenance Materials. Deliver the Operations and Maintenance Manuals and any spare parts and equipment upon acceptance of the project by the City.
- 14.2 Record Drawings Certification. Review and certify that the Contractor's project record drawings are complete and accurate. Provide the drawings to the Design Engineer.
- 14.3 Final Payment. Recommend final payment in the form of release of retention to the Contractor in accordance with contract requirements. Verify that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Obtain a Conditional Waiver of Lien from the Contractor prior to recommending final payment. Certify final payrolls as needed.
- 14.4 As-builts. Provide Contractor's red-lines to the City for as-builts
- 14.5 Closing Out Contract. Take the lead in negotiating and closing out the construction contract. Prepare the memorandum to the City recommending acceptance of the project and the Notice of Completion
- 14.6 Final Project Records and Documents. These records must be turned over to the City upon completion of the project

15.0 Extended Services (by separate fee request)

- 15.1 Extended Services. Provide other miscellaneous specialty services as required during construction. Miscellaneous specialty services, which may be required, include, but are not limited to: mechanical, electrical, structural, and civil supplemental engineering design; witness testing; factory inspections; and noise and air quality monitoring services. Consultant to work with the City's On-Call consultant who perform these services or they may be performed by your sub-consultant.
- 15.2 Other Services. If you believe there are other services that are directly related to project management administrative support services and that are not specifically listed above please indicated these services in your proposal.

C. CITY'S DUTIES AND RESPONSIBILITIES:

Provide CONSULTANT with all necessary data and documents for the project. Communicate in a timely manner, attend all meetings as requested by CONSULTANT, review and approve all necessary reports and schedules.

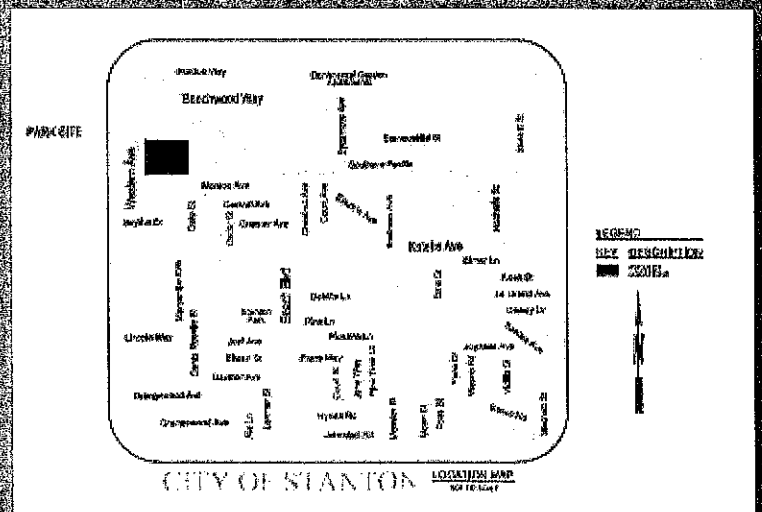
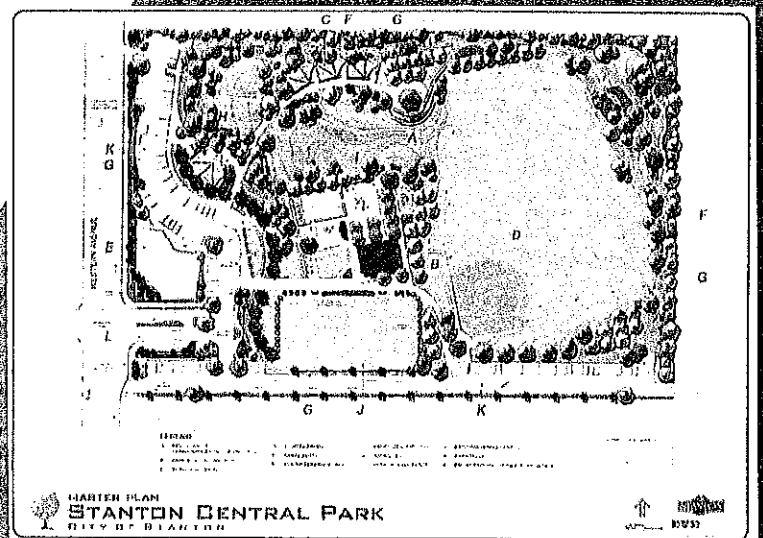
D. WORK PROGRAM/PROJECT SCHEDULE: TBD

<div>CivilSource</div>	FEE PROPOSAL									
	CITY OF STATON									
	STANTON CENTRAL PARK									
	11 months (220 working days)									
	Construction Management & Inspection Services									
TASK										
TASK DESCRIPTION		PIC	PM	CM	CI	CA	SUB	Total Hrs. By Task	Total Fee	
Hourly Bill Rate		\$175	\$155	\$155	\$98	\$69				
Review and Finalize the design from 90 to 100 percent		2	6	6	16			30	\$3,778	
Prepare a Construction Management Procedure Manual for review and approval by team		2	8	8				18	\$2,830	
Provide Document Control and establish project filing and other record keeping system			4					4	\$620	
Plan and facilitate the preconstruction meeting			4		2			6	\$816	
Conduct Project Schedule workshop and review the contractors Baseline Schedule			8					8	\$1,240	
Set up document and tracking control, and maintain records of inspection (Cloud Based Programs)			2					2	\$310	
Assist City in Advertising, Bidding and Award			2					2	\$310	
Pre-Construction Video and Photos					8			8	\$784	
Review Contractors Safety program			2					2	\$310	
Update Construction Cost Estimate based on our constructability review			2					2	\$310	
Maintain photo library including digital photos of significant critical construction scheduled activities			2					2	\$310	
Total Hours		4	40	14	26	0		78		
Subtotal Pre-Construction Services		780	\$2,200	\$1,770	\$2,548	\$0		78	\$21,568	
Coordinate weekly and monthly progress meetings			24					24	\$3,720	
Attend meetings including weekly project meetings and record meeting minutes			60					60	\$9,300	
Contract Administration		24	32	32				88	\$14,120	
Field Inspection - onsite full-time			4		1760			1764	\$173,100	
Project Schedule review and management			8	24				32	\$4,960	
Prepare monthly progress reports to include contract amounts, CO, schedule, project photos			4					4	\$620	
Maintenance of Documents on Project Site			4					4	\$620	
Oversight of Contractor Safety Programs			12					12	\$1,860	
CM Services to include on going risk analysis to verify timely completion, resolution of day to day issues			8					8	\$1,240	
Request For Information			24					24	\$3,720	
Submittal Review/ Submittal Log and review Shop Drawings			16					16	\$2,480	
Manage Field Orders			24					24	\$3,720	
Manage Request for Change in Design/Process RFI's and ensure timely distribution			12					12	\$1,860	
Manage Substitution Request			12					12	\$1,860	
Record Drawings and Specification			12					12	\$1,860	
Manage Request For Quote			12					12	\$1,860	
Review all the Contractor's Insurance, Permits and Bonds			8					8	\$1,240	
Receive, evaluate legitimacy and appropriate cost and recommend approval of change orders			2	6				8	\$1,240	
Request cost proposal from contractor for extra work, negotiate final cost			4	6				10	\$1,550	
Written Justification and cost estimates for each extra work or change item			6	12				18	\$2,790	
Review and negotiation of Contractor's Change Order Requests			8					8	\$1,240	
Progress Payments review and recommendation for approval/payment			12					12	\$1,860	
Progress Reports including progress photos			12					12	\$1,860	
Determining and accepting completion/partial completion of the Work			12	4				16	\$2,480	
Equipment and System Testing			12	4				16	\$2,480	
System Start-Ups, Troubleshooting and Operational Demonstration			12	4				16	\$2,480	
Financial Reporting Requirements			8	18				26	\$4,030	
Track Claims		12	4	18				34	\$5,510	
Alternative resolution		12	6	18				36	\$5,820	
Negotiate and Resolve any claims		12	2	12				26	\$4,270	
Daily account of all construction activities			12					12	\$1,860	
Discuss revisions to the methods and procedures used in performing work			2					2	\$310	
Advise City's PM of Contractor deviations in the work			8					8	\$1,240	
Geotechnical Engineering/Materials Testing Schedule Sampling, material testing, and laboratory services in accordance to ASTM			12					12	\$1,860	
Verify inspection/sampling/testing of landscape/irrigation/revegetation systems			8					8	\$1,240	
Review all soil report data and soil amendment and fertilizer slips			6					6	\$930	
Total Hours		60	424	158	1760	0	0	2330		
Subtotal Construction Services		\$10,500	\$65,720	\$24,490	\$172,430	\$0		2330	\$273,140	
Post-Construction Services - Construction Close-Out										
Prepare Final Inspections and Deficiency Reports					12			12	\$1,176	
O&M Materials			6					6	\$930	
Record Drawings and Certificates			8					8	\$1,240	
Close out of the project for audit			8					8	\$1,240	
Obtain Lien Waivers, Bonds, Guarantees and Warranties			8					8	\$1,240	
Obtain Certificates of Acceptance and Substantial Completion			8					8	\$1,240	
Monitor the collection and completeness of the close-out packages for all components			2					2	\$310	
Contract Records, As-Builts and Final Reports			12		12			24	\$3,036	
Review Final Payment Application				2				2	\$310	
Filing of the Notice to Completion			2					2	\$310	
Final project records and documents			8					8	\$1,240	
Total Hours		0	62	2	24	0	0	76		
Subtotal Post-Construction Services		\$0	\$9,610	\$310	\$2,352	\$0		76	\$12,272	
TOTAL LEVEL OF EFFORT (HOURS)		64	526	174	1780	0				
TOTAL FEE		\$12,500	\$75,330	\$24,800	\$177,782	\$0			\$287,412	
Additional Services										
* Labor Compliance (5 hour per week)						\$15,180			\$15,180	
LEGEND										
PIC = Principal In Charge					Amy Amirani					
PM = Program Manager					Peter Salgado					
CM = Construction Manager/Cost Control Specialist					Jim Trammell					
CI = Construction Inspector					Ramiro Herrera/ Lorie Viola					
CA = Construction Administration/Federal Funding/Labor Compliance Specialist					Laila Tehrani					

PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
FOR THE CONSTRUCTION OF
STANTON CENTRAL PARK



PROPOSAL



SUBMITTED BY
CIVILSOURCE, INC.
9890 Irvine Center Drive
Irvine, CA 92618
www.civil-source.com

CivilSource

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February 2, 2015

Allan Rigg, City Engineer
City of Stanton, Public Works Department
7800 Katella Avenue
Stanton, CA 90680

Re: Proposal to Provide Professional Construction Management Services for the Construction of
Stanton Central Park

Dear Mr. Rigg,

CivilSource, Inc. is pleased to submit this proposal to provide Construction Management Services for the Stanton Central Park project. We believe that the CivilSource team has achieved the ideal balance between local knowledge and experiences gained in creating vibrant park facilities. Our team includes:

Program Manager, Peter Salgado, PE who will bring to the team over 17 years of construction management experience with a special expertise in park facilities including community and concession buildings, restroom buildings, and specialized play and fitness equipment. Peter served as construction manager on the Etnies Skate Park Expansion as well as several park improvement projects for the City of Lake Forest and is extensively experienced in conducting public meetings and community outreach efforts, and is adept at fostering and establishing a team-oriented working relationship with the contractor, City staff, design team, and the surrounding community.

Construction Manager/Cost Control Specialist, Jim Trammell, PE has over 30 years of experience working with public agencies on all aspects of construction issues including bidding, contract negotiations, budget control, change orders, design team management and problem resolution, city agency and inspector relations, occupancy certificates, and facility training. In addition to his park facilities experience, Jim has extensive experience in, and knowledge of, working within the parameters of the California Public Contracting Code, and the laws that govern bidding, awarding, and contracting this type of work. In the past 15 years, Mr. Trammell has been involved with over 12 park, community center, library, and civic center projects throughout Southern California.

Construction Inspector, Ramiro Herrera has over 20 years of experience in construction, construction management, inspection, engineering, and architecture in both the private and public sectors. During his career, Mr. Herrera has served in a variety of design and construction management capacities including Project Manager, Resident Engineer, Inspector, and Construction Manager. His portfolio includes construction administration, cost estimating, scheduling, public relations, price negotiations, and revenue management. Mr. Herrera has managed complex engineering and construction projects for various public agencies and private sector clients.

Alternate Construction Inspector (Landscaping and Irrigation), Lorrie Viola has 15 years of experience in project management, construction management, and field inspection. Her understanding of the design and her diverse experience with construction of similar projects will provide the quality assurance and quality control required for a safe and successful project completion. Her relevant experience includes pond and lake excavation and grading, embankment grading, bathroom facilities, adventure playground structures, sensory gardens, and site furniture selection.

Indeed, the CivilSource team is comprised of highly experienced professionals who take a hands-on approach to completing projects and realizing the City's vision for Central Park. This team has unique skills in both small and large-scale park and recreational improvements. Their leadership and expertise in construction management and inspection have resulted in successful and thriving park facilities. Throughout the Pre-Construction, Construction, and Post Construction process, the CivilSource team will pro-actively resolve issues through analysis, discussion, and collaboration.

Throughout all of our successful projects, we have followed a number of design and construction parameters that continually prove to be indispensable. Firstly, we intend to serve the community, by managing a quality design that reintroduces a safe place for children to build, play, and explore. The second parameter that we address is design feasibility, constructability of the project, and addressing budget as a primary concern. We then focus on the site qualities and context, which are of vital importance so that the area is designed for safety and to also integrate seamlessly within Stanton's residential surroundings. Finally, quality control excellence during construction is required so that the Stanton Central Park provides delight and functions efficiently, not just now, but for generations to come.



As a team, we will bring a wealth of direct experiences to the challenges you face. We are not only visionary, but pragmatic, relying on solid economics rather than theories by adding the creative insights needed to redefine problems and seize them as opportunities. *We are committed to the concept that neighborhood parks are a valuable community resource, and look forward to seeing the Stanton Central Park through its design and development.*

In addition to our proposed team members and our experience with similar park projects, we bring to the City several advantages including access to our team of diverse engineering professionals and a full range of civil services. Behind each CivilSource staff member is a team ready and willing to support the City. The CivilSource team can be made available for a full-range of civil services including:

- Oversight or creation of the front-end construction documents;
- Full-service constructability review and value engineering, as well as a revised construction cost estimate;
- On-site design services, should they become necessary;
- Labor Compliance and Claims Analysis services performed by our expert in-house staff.

I will be the point of contact during the proposal evaluation period and, as Owner and Principal, I am authorized to bind CivilSource to the terms of this proposal. All work will be performed from our office located at 9890 Irvine Center Drive, Irvine, California 92618 and can be reached at (949)585-0477. This qualifications package will be valid for a period of at least 180 days. We have reviewed the Standard Form of Agreement and there are no exceptions.

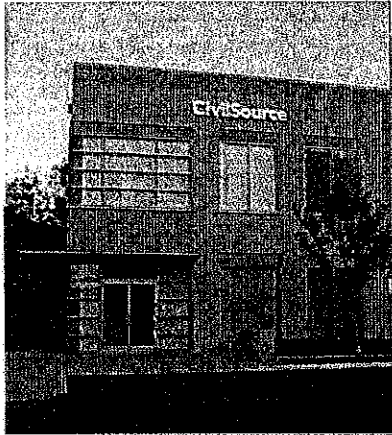
We thank you for the opportunity to submit our proposal, and we look forward to further discussions with you regarding your project. Should you have any questions or need additional information, please contact me at our office (949) 585-0477 or by email at amy@civil-source.com.

Sincerely,
CIVILSOURCE, INC.

Amy Amirani

Amy Amirani, P.E.
Principal

Company Qualifications



Firm Profile

A certified DBE/WBE/SBE, CivilSource was established as a California Corporation in 2006 specializing in program management, construction management, inspection, and engineering design of capital improvement projects including parks and recreational facilities; civic buildings; water and wastewater systems; streets; traffic systems; drainage and flood control; landscaping and grading. Offering a large team of professionals with expertise in a variety of engineering fields, our team includes licensed civil and geotechnical engineers, construction managers, certified inspectors, and experienced public works professionals. All team members are extensively experienced working within the parameters of municipal government and public construction policy. This allows us to seamlessly integrate into the City's administrative structure and effectively serve as an extension of City Staff

Over the years, our successful delivery of products and services has resulted in repeat clients for a broad range of municipal services. Our key services include:

- Program Management
- Construction Management & Inspection
- Civil Engineering Design
- Plan Check/Review
- Building & Safety Services
- Constructability Review
- Staff Augmentation
- Project Management
- Labor Compliance
- Public Outreach

CivilSource is fully committed to the success of your project and have proposed senior personnel each with over 15 years of experience to ensure that the City of Stanton Central Park project will be delivered successfully. Our diverse background serving our clients in a variety of roles including program management, construction management and inspection results in CivilSource knowing how to truly act on behalf of the City's best interest. We strive to not only be managers and inspectors for the City but to act as "Owner's Representative" during the course of the project. We will perform all work as required by the Request for Proposal.

The CivilSource team will work closely with other governmental agencies and project stakeholders involved in the project. With demonstrated ability to address public concerns, we are experts in a broad range of governmental interface, public outreach and community involvement, and are genuinely committed to public participation as a way of planning and completing projects. We are committed to establishing and maintaining effective working relationships with City staff and we are excited about the opportunity to once again serve the City of Stanton.

Background & Project Summary



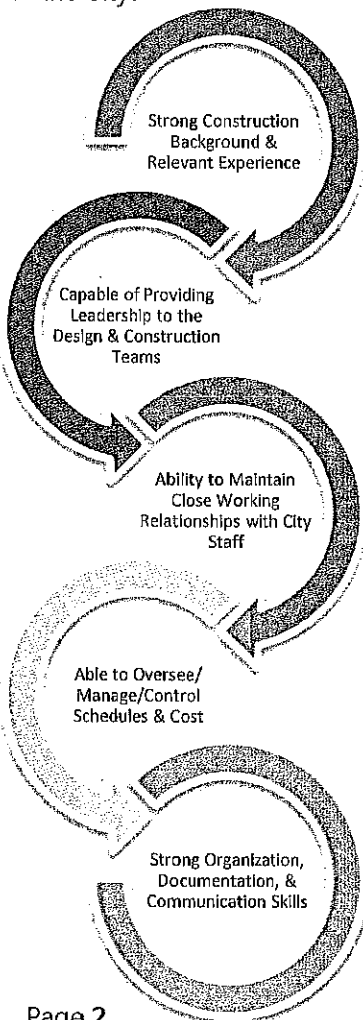
The City of Stanton + CivilSource

Over the past several years, CivilSource has provided professional services on many projects for the City of Stanton, including:

- Lexington Lift Station Removal
- Thunderbird Lane Sewer Improvements
- Western Avenue Sewer Improvements
- Stanton Sewer Master Plan
- Slurry Seal of Katella Avenue and Knott Avenue
- As well as provided Staff Augmentation Services

During the successful delivery of these projects, we have acquired a keen understanding of local agency requirements which is critical to facilitating and resolving project issues. We are committed to establishing and maintaining effective working relationships with City staff and we are excited about the opportunity to serve the City once again.

What makes CivilSource uniquely qualified to provide these services to the City?



Project Understanding

It is our understanding that the City is seeking a professional firm to provide comprehensive construction management and project oversight services for construction of the high-profile Stanton Central Park project. As part of the construction management effort, the CivilSource team will perform a detailed Constructability and Value Engineering Review of the project documents which are at the 90% stage. This effort will allow our team to not only become fully familiar with the project requirements but also notify the City of any design ambiguities and identify any potential cost saving alternatives. As part of this service, CivilSource will work closely with the design team to implement final revisions to the contract documents prior to bidding.

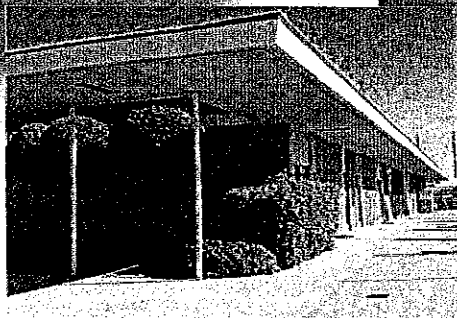
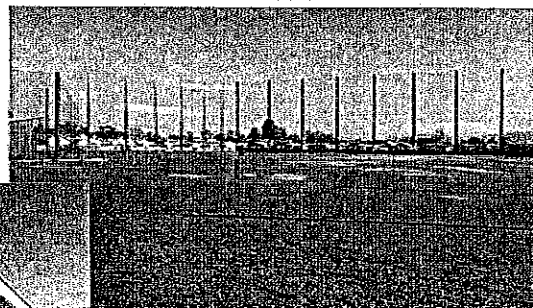
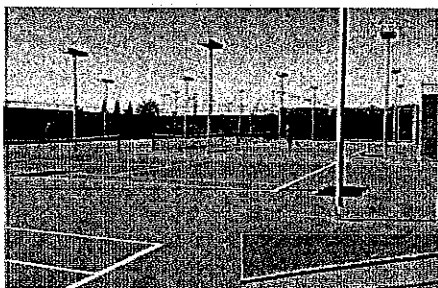
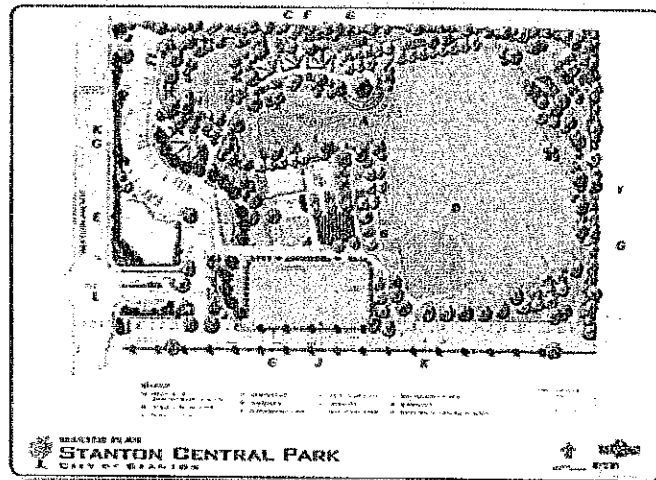
Starting with the bid phase of the project, the proposed CivilSource team will provide comprehensive construction management services, including, but not limited to:

- ✓ City staff collaboration,
- ✓ Review of construction documents,
- ✓ Contractor qualifications,
- ✓ Review of bid proposals and project schedules,
- ✓ Construction oversight and coordination,
- ✓ Site safety management and inspection,
- ✓ Day-to-day site management and reporting,
- ✓ And ultimately, comprehensive project close-out.

Stanton Central Park is to be constructed on an existing 11.5 acre property located at 10660 Western Avenue. Proposed improvements include:

Background & Project Summary

1. A 2,220 SF Community Building and a 1,990 SF Restroom Building. Both buildings shall be concrete masonry unit structures.
2. Tennis and Basketball courts
3. Soccer Fields and a Baseball Diamond
4. Skate Park
5. Playground
6. Picnic Pavilions
7. Central Water Feature
8. New Parking Lot and Entry
9. Landscape and Irrigation
10. Hardscape, Decorative Paving, and Play surfacing
11. Miscellaneous Site Furnishings
12. Site Lighting
13. Site Drainage
14. On and Off Site Utilities (Water, Sewer, Electrical and Telecommunication)



Existing facilities and sports fields

Personnel

Project Team Organization

For this effort, CivilSource has assembled a team of experts that has direct, relevant, successful, and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with comprehensive program management, construction management, and inspection services. Resumes defining the experience of key personnel are included within this section. Additional CivilSource team member Resumes and qualifications of Subconsultants are available by request.



Qualifications of the CivilSource Team

Registered CA Civil Engineers
Qualified SWPPP Practitioner
Qualified SWPPP Developer
Licensed General Contractor
Landscape Architect
LEED Professional
ADA Plan Inspector
CBC/TBC Building Inspector
Juris Doctorate



Amy Amram
CivilSource, Inc.
Project Director
Principal in Charge



Peter Salgado
CivilSource, Inc.
Program Manager



Jim Trammell
CivilSource, Inc.
Construction Manager
Cost Control Specialist



Ramiro Herrera
CivilSource, Inc.
Construction Inspector



Lorne Viola
CivilSource, Inc.
All Construction Inspector
Landscape Collaboration



Aaron Haxard
CivilSource, Inc.
Claims Analyst



Laila Tehrani
CivilSource, Inc.
Labor Compliance

Subconsultants (As-Needed)

Rockwell Construction Services
Electrical Inspections

TMD Taylor & Gaines (TIG)
Mechanical Inspections

Calvada Surveying, Inc.
Survey & Staking Services

Personnel



Education

B.S., Civil Engineering

Registration/Certifications

Civil Engineer, CA #34283
QSP/QSD

Years of Experience

35

Project Director, Amy Amirani, PE, QSP/QSD

Amy Amirani is a licensed civil engineer in the State of California, a Qualified SWPPP Practitioner and Developer (QSP/QSD) and has over 35 years of civil engineering experience. Her experience includes leading teams in providing program management, design engineering, construction management, and inspection services for municipalities throughout southern California; and project scheduling and cost management for large, complex public works projects. Amy is also a former Public Works Director for the cities of Hermosa Beach and San Juan Capistrano. As Public Works Director, she managed and renovated over 60 parks and constructed numerous new parks that added to the value of the Cities of San Juan Capistrano and Hermosa Beach. As the Project Director of this team, Ms. Amirani will ensure that proper resources are provided to complete the project on time and within budget.

Amy recently led a successful design-build effort for the La Bonita Park Water Facilities Project in the City of La Habra. The CivilSource design and construction management team completed the project within 11 months, on schedule and within budget. The project earned the **2013 DBIA Design-Build Distinction Award**.

Her relevant project experience includes:

La Bonita Park, City of La Habra – Demolition and reconstruction of a futsal/basketball court, restroom/storage facility, parking areas, and site improvements

Adventure Playground, City of Irvine – The Adventure Playground Project is a 4.5 acre project constructed within University Community Park. The park's design provides an active play area with structures that promote child-directed play and adult/child interaction. The project involves program management, construction management and inspection services for the design, bid, and construction phases.

Four Park Playground Renovations, City of Lake Forest – Project included installation of play structures, swings, water and sand tables, and shade structures; construction of new concrete paving, drainage improvements, curb around play areas; installation of wood fiber impact cushion within play area and play sand; and, transplanting several trees.

El Toro Park Renovations, City of Lake Forest – Project included installation of new playground equipment, exercise equipment, shade structures and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new concrete paving, concrete curbs around water play areas, play sand, and new landscaping.

Personnel

Project Director

Amy Amirani, PE, QSP/QSD

Etnies Skate Park, City of Lake Forest – The project increased the size of the park by 13,000 square feet. Unique new features included a cradle, adjustable handrails, and a barbeque area.

Paul Revere Pocket Park, City of Anaheim – 0.5 acre community park adjacent to Paul Revere Elementary School including a gazebo, volleyball court, playground area, security lighting, exercise stations, walkways, corner plaza, irrigation and planting.

Cook Park Project, City of San Juan Capistrano – Project Director from selection of tot lot equipment to project close-out for the replacement of the existing tot lot equipment.

Hacienda Park and Equestrian Facility, City of La Habra Heights – Project Director for preliminary and final design of an equestrian facility, playground and three equestrian arenas. Services included site review; landscape architecture coordination; preparation of a conceptual site plan and grading and drainage study; preparation of plans and specifications; and quality assurance and quality control.

Stone Field Soccer Park Project, City of San Juan Capistrano – Project Director from design to project close-out for the complete renovation of the existing soccer field. Tasks included bid tabulation, inspection, multiple agency coordination, and public outreach.

Chapparosa Park Synthetic Grass Soccer Field, City of Laguna Niguel – Assisted the City of Laguna Niguel Public Works Director in the research, design and construction management for the construction of a synthetic grass soccer field.

Citywide Horse Trail Rehabilitation, City of San Juan Capistrano – Project Director for the complete rehabilitation of citywide horse trails that were severely damaged as a result of an emergency declared storm.

South San Juan Capistrano Horse Stables, City of San Juan Capistrano – Project Director for the planning, design and construction of a new horse area at the end of Ortega Highway. Work consisted of the construction of a new horse arena, additional exercise area, and stables.

Personnel



Education

B.S., Civil Engineering

Registration/Certifications

Civil Engineer, CA #63159

Years of Experience

17

Program Manager, Peter Salgado, PE

Our proposed Program Manager Peter Salgado, P.E. will spearhead our Construction Management and Inspection team and will ensure that all required tasks are completed. Peter is a registered civil engineer in the State of California with over 17 years of civil engineering experience, providing project management for small- and large-scale construction projects for public agencies. His roles have included project management, construction management, design engineering, estimating, budget control, financial reporting, contracting, purchasing, field supervision, and accounting. His projects demonstrate that he works effectively with architects, engineers, developers, city agencies, contractors and end users in the successful delivery of projects from pre-construction to final completion. He has extensive experience working with the client representative on all aspects of construction issues including bidding, contract negotiations, budget control, change orders, design team management and problem resolution, city agency and inspector relations, occupancy certificates, and facility training. In addition to his city facilities experience, Peter has extensive experience in, and knowledge of, working within the parameters of the California Public Contracting Code, and the laws that govern bidding, awarding, and contracting this type of work.

His relevant project experience includes:

Adventure Playground, City of Irvine – Construction Manager for the Adventure Playground Project, a 4.5 acre project constructed within University Community Park. The park's design provides an active play area with structures that promote child-directed play and adult/child interaction. The project involves program management, construction management and inspection services for the design, bid, and construction phases.

Four Park Playground Renovations, City of Lake Forest – Project included installation of play structures, swings, water and sand tables, and shade structures; construction of new concrete paving, drainage improvements, curb around play areas; installation of wood fiber impact cushion within play area and play sand; and, transplanting several trees.

El Toro Park Renovations, City of Lake Forest – Project included installation of new playground equipment, exercise equipment, shade structures and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new concrete paving, concrete curbs around water play areas, play sand, and new landscaping.

Etnies Skate Park, City of Lake Forest – The project increased the size of the park by 13,000 square feet. Unique new features included a cradle, adjustable handrails, and a barbeque area.

Personnel

Program Manager
Peter Salgado, PE

Heroes Park Snack Bar and Restrooms, City of Lake Forest –

New, 1,000 square foot Concession Stand/Restroom that includes a men's and women's restroom, a 600 square foot concession stand with stainless steel counters, an ice cube making machine, 2 door Refrigerator/Freezer, and 2 indoor storage rooms.

Cook Park Project, City of San Juan Capistrano – Project Management from selection of tot lot equipment to project close-out for the replacement of the existing tot lot equipment.

Hacienda Park and Equestrian Facility, City of La Habra Heights – Constructability review and value engineering services for an equestrian facility, playground and three equestrian arenas. Services also included quality assurance and quality control services during construction.

Stone Field Soccer Park Project, City of San Juan Capistrano – Project Management from design to project close-out for the complete renovation of the existing soccer field. Tasks included bid tabulation, inspection, multiple agency coordination, and public outreach.

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South San Juan Capistrano Horse Stables, City of San Juan Capistrano – Project Management for the planning, design and construction of a new horse area at the end of Ortega Highway. Work consisted of the construction of a new horse arena, additional exercise area, and stables.

Personnel



Education

B.S., Civil Engineering

Registration/Certifications

Civil Engineer, CA #46930

LEED Professional

General Contractor

Years of Experience

30

Construction Manager/Cost Control Specialist Jim Trammell, PE, LEED AP

Jim Trammell is a registered civil engineer with over 30 years of experience in design, construction management, development, and general contracting. As a licensed Civil Engineer, General Contractor and LEED (Environmental Design) Professional, his diverse and professional background brings a unique approach to the construction management process. He understands and manages the balance between sensible design, quality and cost and has a proven track record in the successful development of many large-scale and complex projects with demanding schedules.

His construction management experience includes 12 years of general contracting/construction management for ENR Top 100 General Contractors (including Southern California Regional Manager for Howard S. Wright Construction Co., Project Executive for Charles Pankow Builders and Project Engineer for C.L. Peck Contractor). Jim firmly believes that the successful delivery of any project depends upon a fair and equitable relationship between the Agency and the contractor. He believes that this philosophy minimizes the potential for disputes. He continually instills this philosophy in his team members and emphasizes that successful completion of the project comes first.

His relevant project experience includes:

Adventure Playground, City of Irvine – Construction Manager for the Adventure Playground Project, a 4.5 acre project constructed within University Community Park. The park's design provides an active play area with structures that promote child-directed play and adult/child interaction. The project involves program management, construction management and inspection services for the design, bid, and construction phases.

Marina Park, City of Newport Beach – Design and bid-phase management and value engineering/cost estimating and scheduling services for this 5 acre active park with playground, fitness circuit, picnic area and marina expansion.

Rancho Santa Margarita Intergenerational Center, City of Rancho Santa Margarita – Program Manager at-risk for this passive park in the City of Rancho Santa Margarita which also included an Orange County Sheriff's sub-station in the adjacent Civic Center.

Children's Zoo at Prentice Park, City of Santa Ana – Program Manager at-risk for this zoo expansion in the City of Santa Ana. The project also included a learning center, trails, picnic area and playground.

City of Santa Ana Parks and Recreation Program, City of Santa Ana – Program Manager at-risk for various parks and park-related projects (approximately 15) through-out the City of Santa Ana including baseball field renovations, playground renovations and community center renovations. A total cost of all projects was approximately \$6M.

Personnel



Education

Bachelor of Science, Building
Construction

Years of Experience

20

Construction Inspector, Ramiro Herrera

Mr. Herrera has over 20 years of experience in construction, construction management, engineering, and architecture in both the private and public sectors. His project experience includes parks, buildings, roadways, pipelines, water and wastewater facilities, and various public works projects. His portfolio includes construction administration, cost estimating, scheduling, public relations, price negotiations, and revenue management. Mr. Herrera has managed complex engineering and construction projects for various public agencies and private sector clients.

His relevant project experience includes:

Freedom Park, City of Palm Desert – Construction Manager for this 26 acre multi-use park featuring multiple playgrounds, sports fields, basketball, tennis and volleyball courts, walking paths, a dog park, a community garden, restrooms, barbecues, and picnic shelters. In keeping with its name, Freedom Park is also home to "For Our Freedom," a large, three-piece bronze sculpture that depicts a mother cradling a folded flag, remembering her son, a fallen serviceman, as a young boy holding a toy plane.

Redland Boys & Girls Club, City of Redlands – Construction Manager for the construction of a new \$4M 10,000 SF recreation and administrative facility for the City of Redwood's boy and girls youth functions. The building was a slab-on-grade, wood frame structure clad with exterior siding and a metal standing seam roof. The facility included a large meeting area, billiard room, game room, arts and crafts room, full-service kitchen, and exterior basketball and volleyball courts.

Utilities Operations Yard Upgrades, City of Huntington Beach – Resident Engineer for improvements to the City's Maintenance and Water Divisions operations building. Improvements included a new 6,714 square foot Operations building, 11,096 square foot Distribution and Meter Building, 1,029 square foot expansion to the existing production building; construction of covered parking for approximately 15 stalls; new parking layout and landscaping; and relocation of the bulk material storage area and fluoride tanks.

Fire Station #01 and #02 Renovations, City of Rancho Mirage – Mr. Herrera was assigned as Construction Manager for this \$500K fire stations renovation project. Responsibilities included oversight of the contract work and project team, review of change orders/submittals/RFIs/progress payments, ensuring as-built plan completion, and provide general coordination between City, contractor and design engineer. The projects entailed interior renovation consisting of new flooring, new bath/restrooms to comply with ADA, new painting, new kitchen appliances, the addition of living area, replacement of existing roof, and structural seismic connections.

Personnel



Education

Masters of Business Administration
Bachelor of Landscape Architecture

Registration/Certifications

ADA Plans Inspector
CBC/IBC Commercial Building
Inspector

Years of Experience

15

Alternate Construction Inspector (Landscaping & Irrigation), Lorrie Viola

Lorrie Viola has extensive construction management and inspection experience on diverse landscaping and irrigation projects both domestic and abroad. Lorrie has established a reputation in the industry of integrity; reliability with a strong understanding of creative problem solving during both design and construction phases; and coordinating multidisciplinary and multicultural project teams through the required documents and inspections required of each specific site location. In addition to her Landscape Architecture Degree and MBA, Lorrie has her ADA Plans Inspector, CBC and IBC Building Inspector's Certifications and has excellent on-site field work experience. Lorrie's excellent presentation, communication and community outreach experience along with her passion to provide environmentally accountable spaces for all, keeps both the project team and the public on track throughout all phases of the projects.

Her relevant project experience includes:

Ted Watkins Park, Los Angeles County – Landscape and irrigation restoration, soccer fields, restroom facilities, passive and active pathways, skate park retrofit, and storm water infiltration gallery soils investigation for a community park in the City of Watts.

Bixby Park Master Plan, City of Long Beach – Managed the design of Bixby Park Master Plan, led the community meetings and presented final plan for planning commission's approval of first three phases which including installation of play structure, fitness loop and design of stand-alone restroom facility

Loma Vista Tot Lot, City of Long Beach – Project manager and designer for new playground equipment, irrigation landscaping, fence and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new ADA access to park.

Smallwood Park Renovations (CDBG funded), City of Costa Mesa – Project Manager for the design and construction documents preparation for the playground improvement project including, updated restrooms, playground ADA paths, landscape and irrigation.

Harbor Boulevard Beautification Project, City of Costa Mesa – Management and quality assurance/quality control of all landscaping and irrigation work as a part of the Harbor Boulevard Turf Reduction and Beautification Improvement project.

Personnel



Education

Masters of Construction Engineering
& Management
Bachelors of Science in Civil
Engineering

Registration/Certifications

General Contractor, CA #449372
Registered Civil Engineer, CA #36643
LEED AP Certified Professional

Years of Experience

30

Claims Analysis, Jason Jazayeri, PE

Mr. Jazayeri has more than 30 years of experience in the construction industry as a general contractor and a construction consultant. In the last 15 years he has concentrated on claims review and analysis, dispute resolution, expert witness testimony, and partnering workshops. At the same time he has continued with construction of commercial projects as a builder and or construction manager. He has testified in court, arbitrations, and mediations. His experience spans various types of construction projects including mixed use development, multifamily residential units, office buildings, fire stations, school modernizations, commercial buildings, university buildings, medical facilities, airports, and manufacturing plants. He has extensive experience in analyzing costs, establishing schedules, administering construction projects, and analyzing claims.

His relevant project experience includes:

Mr. Jazayeri has participated in the resolution of many construction disputes including review and evaluation of multi-million dollar claims on numerous projects such as office buildings, hotels, university structures, schools, hospitals, libraries, residential units, prisons, airports, water treatment facilities, parks and other public works projects. Samples of typical projects listed below.

Alvarado Filtration Plant: Prime contractor of water treatment plant in San Diego had filed a \$1.4M claim alleging loss of efficiency and delay damages. Mr. Jazayeri performed a detailed delay analysis along with productivity and loss of efficiency evaluation of the claim. Resolved in mediation to the satisfaction of the owner.

Santa Monica Airport: Contractor filed a multi-million dollar delay claim against the City on the expansion project. Claim included issues of delay and disputed extra work. On behalf of the City, Mr. Jazayeri testified at the mediation. Case was resolved in mediation.

Solana Beach Sewer Rehab: The City of Solana Beach removed and replaced sewer lines and storm drains along Pacific Coast Highway using a public works contractor. Contractor filed a loss of efficiency and delay damage claim including disputed extra work in the amount of over one-half million dollars. Mr. Jazayeri reviewed the claim, analyzed its merits and assisted the City in successfully resolving this matter in mediation.

Lakeview Avenue and Bridge: Contractor filed a delay claim against the City on this roadway expansion and bridge widening project. Mr. Jazayeri evaluated the merits of the claim and helped the client in negotiating the claim amount.

Crowne Hill Elementary School: Grading subcontractor submitted a claim against the prime contractor alleging delay and disruption of work. Mr. Jazayeri evaluated issues of standards of care, delay, extra work, and testified in arbitration on behalf of the subcontractor.

Anaheim Hills Tennis and Racquet Club: Mr. Jazayeri evaluated and analyzed the costs of rebuilding this structure that was damaged due to fire. Assignment included evaluation and analysis of the insurance company's cost estimate and reports. Case was tried in court and Mr. Jazayeri testified as the expert for the plaintiff. Court ruled in favor of the plaintiff.

Personnel



Education

Juris Doctorate
BA, Business Management

Years of Experience

5

Labor Compliance, Laila Tehrani, JD

Ms. Laila Tehrani has 5 years of experience in the realms of compliance, risk assessments, contract administration, legal research, policy and procedure writing, and office administration. She is skilled in implementing export control compliance policy and procedures, document production, and records management for clients. Ms. Tehrani exhibits diligence in research and investigational duties and is highly capable of troubleshooting any problems or concerns that may arise. She has managed and tracked incoming and outgoing materials submitted for RFIs, RFQs and projects already in progress. In addition, she is skilled in receiving, logging, ordering and distributing documents, scheduling, calendaring, vendor contact and supporting on- and off-site personnel.

Her relevant project experience includes:

CDBG Sidewalk and Alley Improvement, City of Pomona:

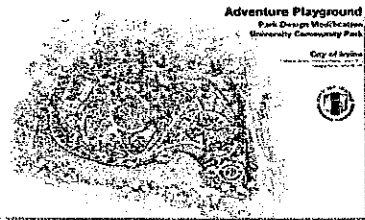
Responsibilities included providing labor compliance and administrative support to federally funded CDBG projects that include Section 3 compliance. Services included wage compliance monitoring, review of specifications for certified payroll to ensure wages to workers employed on the jobsite were paid the higher of state or federal prevailing wages; performing on-site employee interviews; ensuring posting of required prevailing wage posters; Section 3 monitoring; checking debarment status, ensuring apprentices have proper certifications; and responding to Contractor or worker questions regarding labor compliance.

Harbor Boulevard Beautification, City of Costa Mesa:

Responsibilities included ensuring bid specifications were in compliance with the Caltrans Local Assistance Procedures Manual, confirming prime and subcontractors were properly licensed and DBE certified, reviewing certified payroll and resolving labor compliance issues, conducting employee interviews, and ensuring contract compliance with federal requirements.

Central Basin Water District, City of Downey: Successfully provided labor compliance and administrative support. Services included wage compliance monitoring, review of specifications for certified payroll to ensure wages to workers employed on the jobsite were paid the higher of state or federal prevailing wages; performing on-site employee interviews; preparing monthly employment reports to the State; ensuring posting of required prevailing wage posters; and responding to Contractor or worker questions regarding labor compliance.

Project Experience



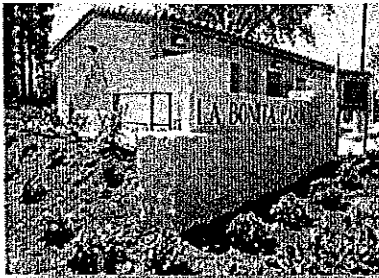
Three Qualifying Park Projects

Adventure Playground, City of Irvine

Adventure Playground is located on a 4.5-acre site within University Community Park at 1 Beach Tree Lane in the City of Irvine. The project is designed to reconstruct and rehabilitate the playground area to provide updated amenities that comply with existing playground safety standards. CivilSource is currently managing the public outreach, construction management, and inspection services for this \$3M project.

Client: Jacki Scott, Manager of Engineering
City of Irvine
Phone: (949) 724-7325
Email: jscott@ci.irvine.ca.us

Project Dates: 2014 - current

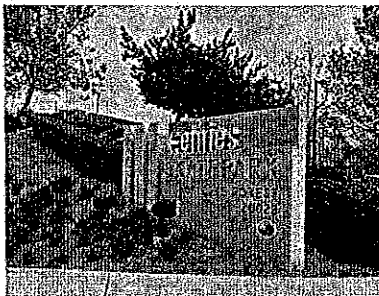


La Bonita Park, City of La Habra

CivilSource oversaw the Design/Build of this \$11M park and water project with improvements including installation of landscaping and irrigation; demolition and construction of a roller hockey/futsal court, restrooms, and concrete pathways; installation of street, pedestrian and parkway lighting; construction of a retaining wall; construction of a new parking area; the removal and replacement of several trees; and all associated electrical and appurtenant work. DBIA DESIGN-BUILD DISTINCTION AWARD WINNER

Client: Thom Coughran, (Former) Public Works Director
City of La Habra
Phone: (714) 272-5430
Email: tecoughran@gmail.com

Project Dates: 2011-2012



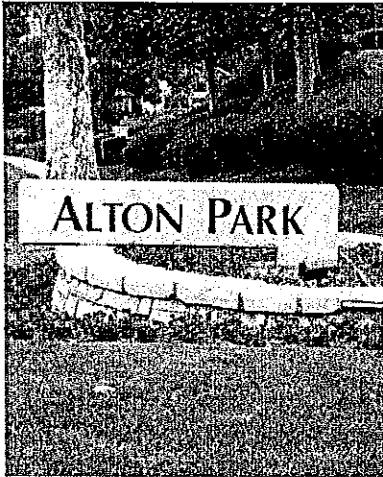
Etnies Skate Park, City of Lake Forest

CivilSource provided constructability review, construction management, and inspection for the expansion of the Etnies Skate Park of Lake Forest. The project increased the size of the park by 13,000 square feet. Unique new features included a cradle, adjustable handrails, and a barbeque area as well as landscaping, irrigation, lighting, and parking upgrades. This park project was completed as part of a \$14M, 5-year, on-call Construction Management and Inspection contract with the City.

Client: Luis Estevez, (Former) Public Works Manager
City of Lake Forest
Phone: (562) 431-2527 x1433
Email: lestevez@ci.seal-beach.ca.us

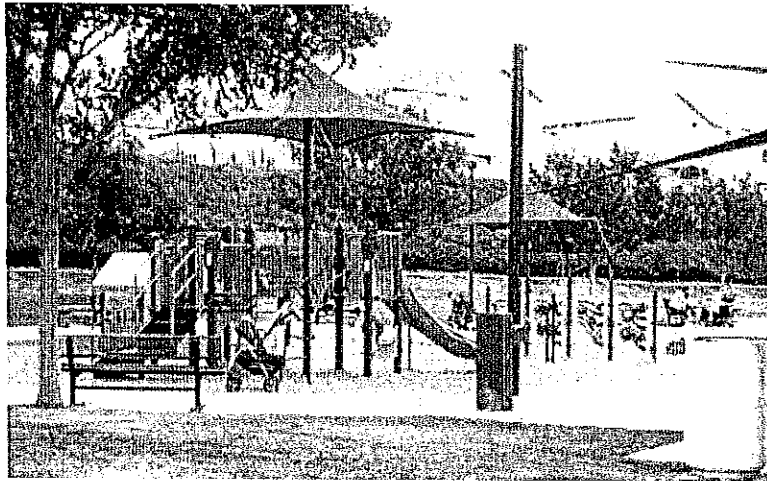
Project Dates: 2009-2013

Project Experience



Four Park Playground Renovations

CivilSource provided construction management and inspection services for renovations to Alton, Borrego, Foothill Ranch Community, and Ranchwood Parks in the City of Lake Forest Park. Project included installation of play structures, swings, water and sand tables, and shade structures; construction of new concrete paving, drainage improvements, curb around play areas; installation of wood fiber impact cushion within play area and play sand; and, transplanting several trees.

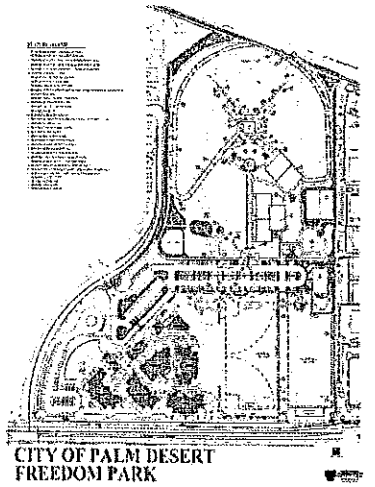


El Toro Park Renovations

CivilSource provided construction management and inspection services for renovations to El Toro Park in the City of Lake Forest. Project included installation of new playground equipment, exercise equipment, shade structures and related site improvements including installation of resilient rubber surfacing, drainage improvements, new furnishings, new concrete paving, concrete curbs around water play areas, play sand, and new landscaping.

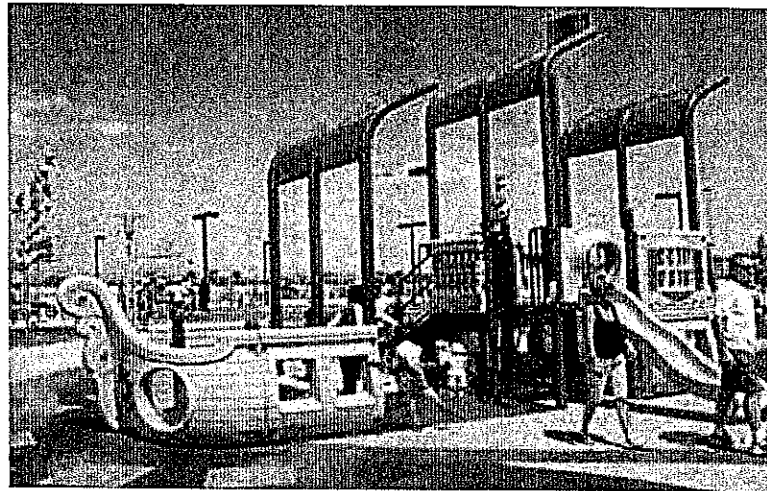


Project Experience



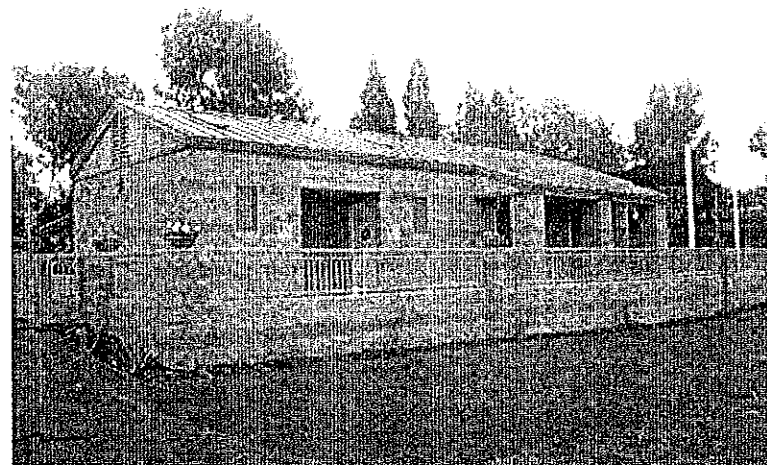
Freedom Park, Palm Desert

CivilSource Construction Inspector Ramiro Herrera acted as the Program Manager for this park in the City of Palm Desert. This popular park features multiple playgrounds, sports fields, basketball, tennis and volleyball courts, walking paths, a dog park, a community garden, restrooms, barbecues, and picnic shelters. In keeping with its name, Freedom Park is also home to "For Our Freedom," a large, three-piece bronze sculpture that depicts a mother cradling a folded flag, remembering her son, a fallen serviceman, as a young boy holding a toy plane.

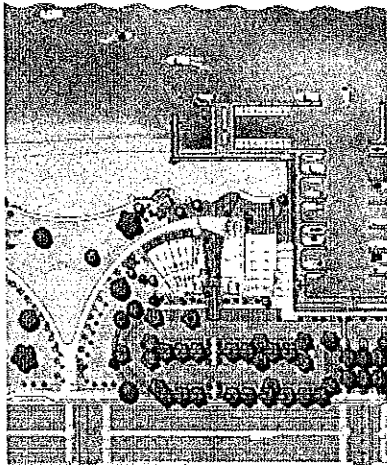


Heroes Park Restroom and Snack Bar, Lake Forest

CivilSource provided constructability review, construction management and inspection for a new, 1,000 square foot Concession Stand/Restroom that includes a men's and women's restroom and a 600 square foot concession stand with stainless steel counters and includes an ice machine, 2 door Refrigerator/Freezer, and 2 indoor storage rooms.

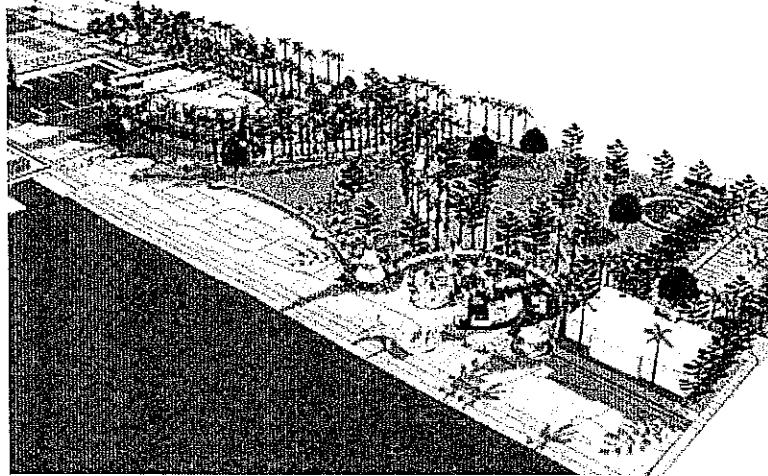


Project Experience



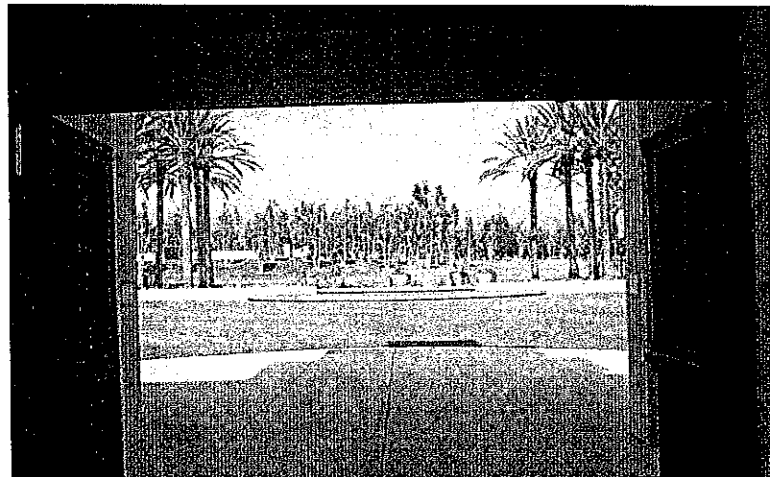
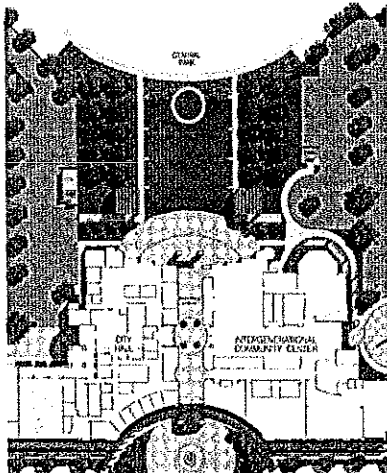
Marina Park

CivilSource Construction Manager, Jim Trammell, provided design and bid-phase management, value engineering, cost estimating and scheduling services for this 5 acre active park with a playground, fitness circuit, picnic area and 27 slip marina expansion for the City of Newport Beach.



Rancho Santa Margarita Intergenerational Center

CivilSource Construction Manager Jim Trammell acted as Program Manager at-risk for this passive park in the City of Rancho Santa Margarita which also included an Orange County Sheriff's sub-station in the adjacent Civic Center.

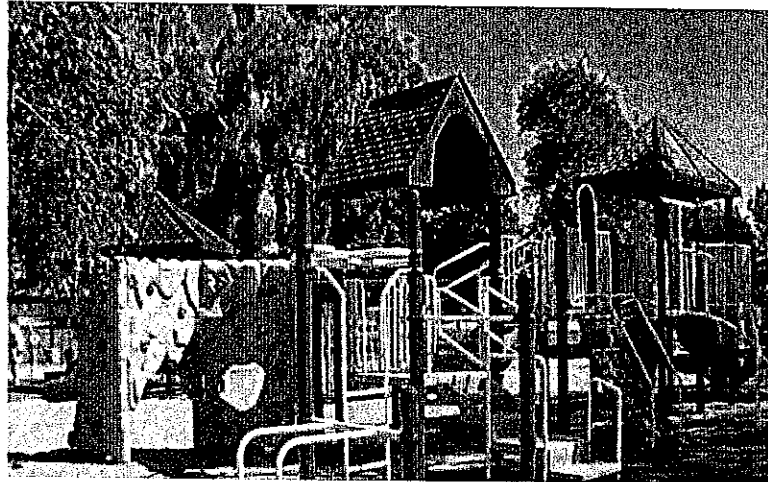


Project Experience



Children's Zoo at Prentice Park

CivilSource Construction Manager Jim Trammell acted as Program Manager at-risk for this zoo expansion in the City of Santa Ana. The project also included a learning center, trails, picnic area and playground.



City of Santa Ana Parks and Recreation Program

CivilSource Construction Manager, Jim Trammell, acted as Program Manager at-risk for various parks and park-related projects (approximately 15) through-out the City of Santa Ana including baseball field renovations, playground renovations and community center renovations. The total cost of all projects was approximately \$6M.



References



Jacki Scott, Manager of Engineering

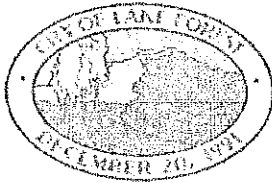
City of Irvine

Phone: (949) 724-7325

Email: jscott@ci.irvine.ca.us

Services Provided: Adventure Park Playground - Major renovation to a 4.5-acre site within University Community Park. The park design provides an active play area with structures that promote child-directed play and adult/child interaction. Quail Hill Community Center - Construction of a new 12,500 sq. ft. community center including an adventure park, exercise equipment and gardens. Oak Creek Community Center - Construction of a new 6,000 sq. ft. community center including new parking and sports space.

Dates of Service: 2014 - Current



Luis Estevez, Former Public Works Manager

City of Lake Forest

Phone: (562) 431-2527 Ext. 1433

Email: lestevez@ci.seal-beach.ca.us

Services Provided: On-Call Construction Management, Inspection and Administration Services. Services also included constructability review, value engineering, cost estimating, public outreach, labor compliance, and grant administration.

Dates of Services: 2007-2013



Thom Coughran, Former Public Works Director

City of La Habra

Phone: (714) 272-5263

Email: tecoughran@gmail.com

Services Provided: Program Management, Civil Design, Construction Management and Inspection services for the design-build of the La Bonita Park and Water Facilities Project.

Date of Services: 2011-2012



City of
Santa Monica

Greg DeVink, Project Engineer

City of Santa Monica

Phone: (310) 458-8733

Email: Greg.deVinck@SMGOV.NET

Services Provided: On-Call Construction Management, Inspection and Administration Services. Services also included constructability review, value engineering, cost estimating, labor compliance, public outreach and grant administration.

Dates of Services: FY 09/10 - Current



Fariba Fazeli, City Engineer

City of Costa Mesa

Phone: (714) 754-5378

Email: fariba.fazeli@costamesaca.gov

Services Provided: CivilSource has provided staff augmentation services and completed several capital improvement projects in the City of Costa Mesa consisting of the following types of improvements/modifications: parks, roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. All access ramps were reconstructed to current City, Caltrans and ADA standards.

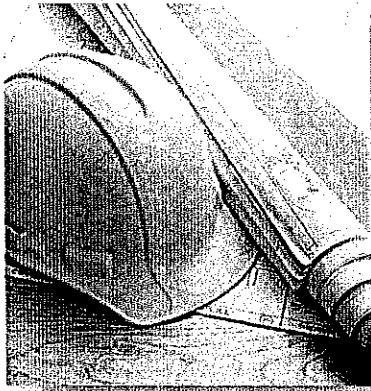
Dates of Service: 2009- Current

Project Approach

CivilSource is not simply an engineering and construction management firm but rather a group of professionals with vast experience in the delivery of large complex municipal projects. We believe that in the challenging arena of large-scale development that there is no substitute for the leadership and experience that comes from the day-to-day involvement of its principals. Provided herein is our scope of work and approach for the Central Park project.

Scope of Work

A "hands-on" approach every step of the way is the key to our success. Our primary approach is to serve as a direct extension (i.e. surrogate staff) to the City staff. We understand the sensitive balance of functioning both as a project team leader and ensuring that the City's priorities and concerns are addressed. We have extensive experience in completing projects for City governments, where such an approach is especially beneficial and where the balancing of the various stakeholders' interests is uniquely critical. To the degree required by the City, we will engage in public dialogue and presentations regarding the project. We will provide the leadership and discipline required to ensure successful project delivery.



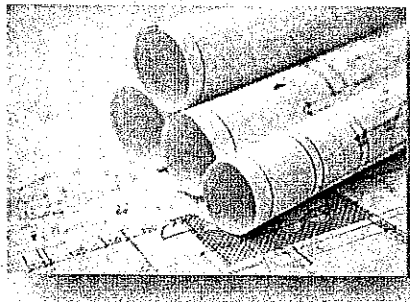
Since our team is experienced in managing projects from planning to construction closeout, our approach requires an even greater degree of cost control, quality assurance, and performance. We are very selective about the projects we propose on, as we must ensure that we have the available resources available to successfully and properly perform the program/construction management services required. Our excellent reputation in the public works community is invaluable to us and we view every project successfully executed as an opportunity to expand our list of satisfied clients. Included as Appendix A is our specific approach to each task and deliverable as outlined in the City's RFP. In general, our scope for overall construction management of the project will include:

Project Orientation/Protocol

We propose a project orientation wherein the CivilSource project team will meet with City Staff and the Architect/Engineer to establish protocols, lines of communication, formats and schedules for correspondence, establish near-term meeting dates and other factors. We will obtain and review all key information related to the project planning and history. This ensures that our team is ready to hit the ground running.

Where City input and review is critical, we will use established lines of communication. This allows for rapid-response protocol to be undertaken and for clear documentation of the steps taken and outcomes achieved.

Project Approach



Constructability Review/Value Engineering

Our team includes highly experienced design engineers, construction managers and inspectors. This allows us to provide a well-rounded review of the construction documents. Our Constructability and Value Engineering reviews offer practical design solutions as well as constructive commentary from every aspect of project development: design, planning, construction, code compliance, and safety. We also have a regularly updated data base of construction material prices, so that we can properly verify engineering estimates.

After a cursory review of the current project plans, we have identified several points that should be addressed. Please see Appendix B for our plan review notes.

Final Construction Documents and Bid Phase Management

Once the design is finalized, CivilSource will assist the City with the preparation and review of final contract documents. If needed, we have several templates for contract documents and General/Special Provisions that we can use as a reference/guide to facilitate the process. Once the City authorizes the advertisement of bids, CivilSource will be available to assist staff to ensure that the bidding process complies with the Public Contracting Code and City administrative procedures. Advertisements will be placed in local media as well as in published trade journals to maximize exposure and interest for the project. CivilSource will conduct pre-bid meetings with the City and Architect and also assist with the bid RFI process.

CivilSource will be available to assist the City with the public bid openings. Once received, CivilSource will review the bids to determine if the bids were both responsive and responsible. We will check all bid forms, bid bonds, non-collusion affidavits, license information and other specific bid information in order to recommend the lowest responsible bidder to the City staff/City Council. Once the recommendation is made by CivilSource and accepted by City, the Notice of Award can be prepared and City Council meeting agenda calendared.

Public Outreach

Although the RFP does not specify the need for a Public Outreach effort, we are willing to include our successful outreach program. We have developed and successfully implemented a program to accomplish this task.

During construction, our first line of customer service comes from our inspectors. Our inspectors know the value of maintaining great relations with residents, business owners and other stakeholders affected by the project, and they are critical to pro-actively resolving issues in the field. Additionally, CivilSource will establish a 24-hour toll-free construction hotline where residents or interested parties have the opportunity to ask questions or express their concerns about the project. When calling the hotline, the public will be connected to Amy Amirani, who also serves as our Director of Public Outreach Operations.

Project Approach

We can also create a recorded message about project updates, as well as give callers the option to leave a message. Messages will be responded to within 24 hours.

Labor Compliance

Should labor compliance and monitoring be necessary on the project site, CivilSource has in-house staff ready and available to perform such activities.

CivilSource stays up-to-date with changes in construction-related job classifications and associated wage rates. We offer clients expertise in working with contractors to resolve wage issues through problem solving consultations, show-cause meetings, or if necessary, the labor relations hearing process. Our ultimate goal is to resolve wage issues at the lowest level possible before it evolves into a significant project dispute; thereby protecting the City from any liability of wage restitution. The key labor standards objectives are:

- ***Apply State and Davis-Bacon requirements properly.*** CivilSource will make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. We will also ensure that any exemptions or exceptions are identified.
- ***Through education and advice, support contractor compliance with labor standards.*** We will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance.
- ***Monitor Contractor Performance.*** CivilSource will perform reviews of certified payroll submission and other information to help ensure contractor compliance with State and Federal Davis-Bacon prevailing wage laws.
- ***Investigate probable violations and complaints of underpayment.*** CivilSource will thoroughly explore any evidence of violations, especially allegations of underpayment.
- ***Pursue debarment and other available sanctions against repeat labor standards violators.*** CivilSource will carry-out a no-tolerance policy toward contractors who violate prevailing wage laws.

Cost Control Techniques

Cost Control is critical to the successful delivery of the project and must be thoroughly integrated with our construction management and inspection program.

Professional Cost Control starts with accurate construction budgets. Our proposed construction manager has over 20 years of cost estimating experience and has recently provided cost estimating services for the City of Newport Beach on Marina Park (estimate was within 1% of bid values) and the City of Irvine on Adventure Playground as well as 2 Community Centers.

Project Approach



We have reviewed the cost estimates prepared by David Volz Design (dated 11/23/14) and based upon our review would recommend that we provide a more detailed and accurate estimate due to the current state of the construction documents. Our experience is that architect's and engineer's estimates are not always reliable and as accurate as one's that we prepare due to fact that cost estimating is truly a specialty and one that is extremely important to our City clients.

In addition to preparing and ensuring that solid/accurate budgets are established a second key component to our cost control lies in efforts to help ensure that the drawings are well coordinated and properly detailed. This effort of a "constructability review" is key to ensuring that a contractor's change order requests are minimized. We will review the drawings in detail and prepare a written report (itemized sheet by sheet) that the Architect/Engineering team can then use to make the final revisions to the bid set.

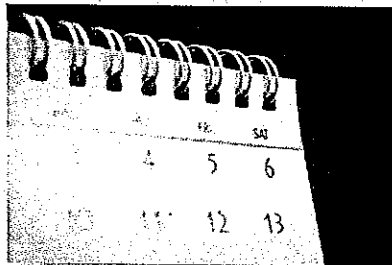
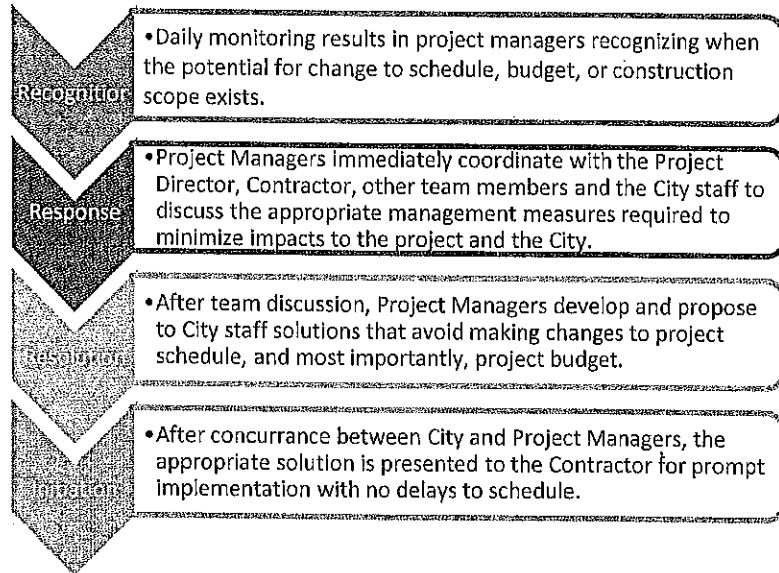
A further method of cost control lies in minimizing and assuring that the change order costs are accurate and reasonable. We will establish a change order control system by which we will review, negotiate, and recommend for approval (where appropriate) all Contractor change order requests. We will first determine the legitimacy of the change order request and then carefully review a detailed labor and material breakdown to ensure that the material quantities and labor hours are accurate, and that all material quotes, and labor and equipment rates are fair and "market-rate." We have an extensive data base of current construction costs (and use our relationships in the contractor and subcontractor community) that ensures accurate "market rate" pricing. If a cost cannot be agreed-upon up front, then we may recommend proceeding under "field order." In this instance, our team is experienced in tracking and comprehensively documenting the work performed on a "time and material" basis.

Once entitlement of a change order is confirmed and the cost is finalized, we will prepare and submit the change order for City processing within 7 days of negotiation of recommended price. We will also prepare and maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract and project contingency.

We will identify and log potential claims and negotiate and resolve any and all claims as submitted by Contractor during the course of construction.

Project Approach

CivilSource has developed the following method to minimize the potential for change in construction projects and to resolve the issues that may occur as a result. This method has been successfully used on previous projects and has minimized any cost or time impacts.



Ability to Complete the Project on Time

CivilSource has an established track record of completing projects in the most cost-efficient manner. Our proposed Construction Manager/Cost Control Specialist, Jim Trammell, PE has an extensive scheduling background and has provided scheduling services as part of preconstruction phase of services on several municipal community and senior centers. He was responsible for delivering/completing Rancho Santa Margarita Civic Center/Community Center in only 24 months from start of schematic design through construction to move-in. Jim has always been committed to exerting the highest level of schedule control and he will lead with and instill in our management and inspection team the same high level of commitment.

Prior to the start of construction, we will work closely with the contractor to ensure that an acceptable baseline construction schedule is established. Our extensive experience is invaluable in knowing how to produce schedules that truly reflect the project's activity sequencing, critical path and incorporation of material/equipment lead times.

We approach each new project with the knowledge that there is a potential for schedule delays and possible contract disputes. With this in mind, once we have an established baseline schedule, we will make sure that the contractor submits schedule updates on a regular basis. We will also closely track major construction milestones. Should these milestones slip, we will work with the contractor to implement a recovery plan. Finally, we will maintain

Project Approach

and as-built project schedule which documents the actual daily activities on the project site. This process guarantees that in the case of a schedule delay, we will be adequately prepared for an analysis of the impact.

Should an analysis be required, we must first have a clear understanding of whether the delay is compensable, non-compensable, or concurrent. We recognize that it is crucial to any claim that the most appropriate method of delay analysis be used. There are several techniques used to identify causes of delay and the impact they have on the progress and completion of a project. A number of factors influence the selection of the appropriate analysis method including the requirements of the contract and the complexity of the issue. Our approach may include a comprehensive time impact analyses including, fragmet analysis, or evaluation of collapsed as-built delays.

Project Specific Issues

The CivilSource Team has performed a cursory review of the plans and specifications as well as conducted a site visit. We present the following project specific issues for your consideration as the construction documents are finalized.

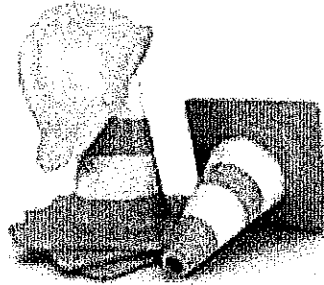
Demolition – Hazardous Materials Abatement and Disposal
Construction of the proposed improvements will entail the demolition of an existing single story structure. Depending upon the age of the structure, hazardous materials abatement and disposal may be required. During our site visit we noted that the existing acoustical wall and ceiling tiles may contain asbestos fibers. We understand that the City is currently conducting a hazardous material survey. We will work closely with the design team to review the survey; and, if the presence of hazardous materials is verified, we will ensure that provisions for abatement and disposal are included in the final construction documents. Indeed, handling this potential issue as a change order may be result in significant cost and schedule impacts.

Rough and Final Grading

As part of the site grading, over 20,000 cubic yards of unclassified fill is required. Since we performed only a cursory review of the plans, we could not confirm whether the site balanced or whether material needed to be imported. If import material is required, it should be clarified in the bid documents. This will minimize the potential for any change order requests related to this issue.

Also, if a significant amount of import is required, this will in turn generate a significant amount of construction traffic to and from the site. We will work closely with the contractor to reach out to the surrounding residential community and provide them with sufficient advanced notice. We will also work closely with the contractor to implement sufficient dust control and ensure that mud/dirt is not tracked to and from the site. Finally, we will ensure that the proposed truck routes to and from the site are approved by the City.

Project Approach



CivilSource Traffic Signal

Project Experience:

- *Rue to Fortuna Traffic Signal at
Bake Parkway, City of Lake Forest
- *Citywide Traffic Signal
Preemption, City of Lake Forest
- *Trabuco Road Streetscape Project,
City of Lake Forest
- *Lake wood Boulevard
Improvements, City of Downey
- *Paramount Blvd. Improvements,
City of Downey
- *Yorba Linda Blvd. Rehabilitation,
City of Yorba Linda
- *El Toro/Aliso Creek Widening
Project, City of Laguna Woods
- *Citywide Traffic Signal
Maintenance,
City of Laguna Woods
- *Tustin/La Palma Intersection
Widening, City of Anaheim
- *Golden Lantern Roadway
Widening, City of Laguna Niguel
- *Citywide Street Rehabilitation,
City of Norwalk

Traffic Impacts/Traffic Control

The project includes off-site street and utility improvements. We will verify that the Traffic Control Plans are in accordance with Section 7-10 of the Standard Specifications and the latest edition (2010) of California Manual of Uniform Traffic Control Devices (CAMUTCD), and all current supplements. In addition these plans will include detouring, if required. The Traffic control plans will provide continuous driveway and pedestrian access at all times during the construction phase of the project. Traffic control plans will identify each construction stage and sequence, provide adequate details on alternate detour routes, and will be developed to minimize impacts to residents.

We will ensure that the required traffic control measures and lane closures are implemented and maintained properly during construction. We will also ensure the presence of flagmen during project deliveries and truck and equipment mobilization in and out of the project site.

Traffic Signal Installation

We understand that the City is installing a new traffic signal on Western Avenue, at the southern end of the project site. Our team can assist in the inspection of this work and we will ensure that this work is coordinated with the proposed park improvements. Our team is knowledgeable and experienced in the traffic signal improvements and we have an in-house traffic engineering design team to provide technical support.

Electrical/Telecommunication Service

The project includes new electrical and telecommunication services for the site. Typically, utility companies require that the fees are paid and that the utility design plans are completed before construction starts. Depending upon the utility agency involved, this may be a long lead time item. We recommend confirmation of the status of this item before plans are finalized. During construction we will work closely with the contractor and utility agencies to ensure that the work is properly coordinated, inspected, and approved as required by the contract documents.

It is also our understanding that the utilities serving the existing buildings shall be protected in place and reused for the new buildings. We will work closely with City Staff and the contractor to ensure that we have the most current, most accurate as-built, underground information. We will also ensure that during clearing and grubbing, and rough grading activities, the contractor takes every precaution to preserve the existing utilities.

Long Lead Time/Specialty Items

The project includes a number of specialty items that may take some time to procure. Items such as the custom exterior tiles for the community and restroom building, pre-cast/pre-fabricated skate park features, fitness/play equipment, shade structures, and site lighting may have long lead times. We will ensure that the contractor's baseline schedule sufficiently addresses material submittal and shop drawing reviews, fabrication, delivery and

Project Approach

installation of these items and we will track these critical milestones during construction.

If certain items have an inordinately long lead time, the City may want to consider a phased Notice to Proceed process, wherein the contractor is allowed to proceed with material approval and procurement prior to the construction contract duration starting.

Skate Park Improvements

Among the proposed improvements is a skate park. The CivilSource team is especially excited about this element. We provided full service Construction Management and Inspection services to the City of Lake Forest for the Etnies Skate Park Expansion project. This was an extensive, high-profile expansion of the widely popular facility. The facility is now one of the largest, most progressive skate parks in Southern California.

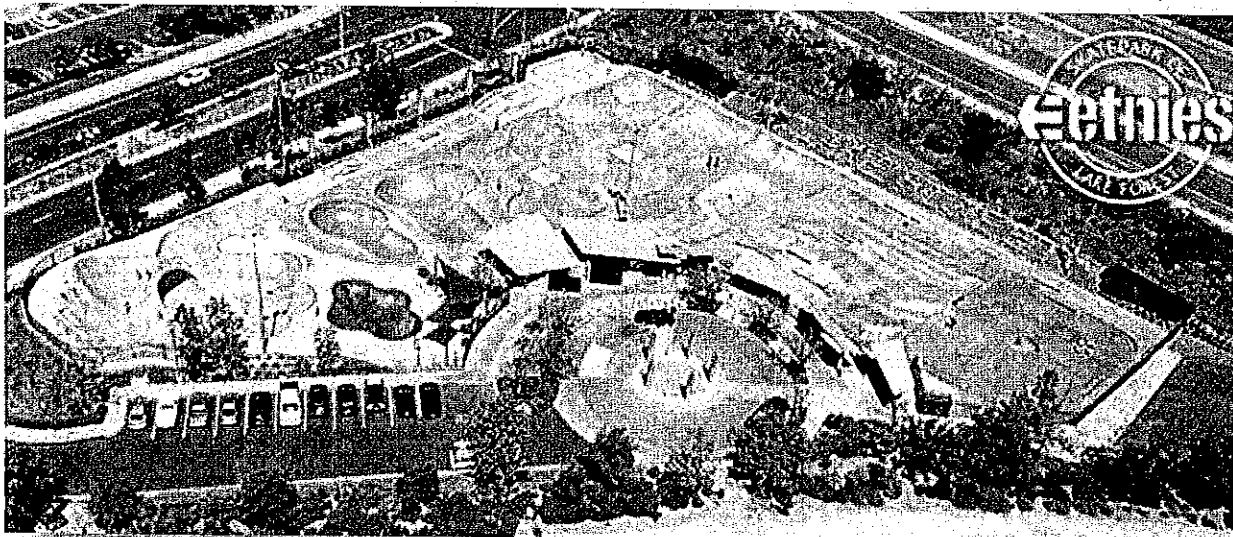
Skate park construction is a unique and specialized type of construction and our team's experience on the Etnies project will be prove to be an asset to this project.

Safety

CivilSource considers safety the most important issue on any construction project. We will consider construction safety concerns during the constructability review design to assure that developed plans can be safely constructed and ensure a safe environment at all times.

Post-Construction Occupancy

Upon completion of construction, the CivilSource team is available to assist the City in the process of occupying the facility. On projects such as the Laguna Niguel Senior Center Expansion, and the City of Huntington Beach Utility Yard Upgrades, our team assisted City staff in coordinating the installation of all FF and E's (Furniture, Fixtures, and Equipment) as well as personnel move-in. We also assisted the City in setting up new equipment training sessions for on-site staff.



Etnies Skate Park, City of Lake Forest

Appendix A: Tasks & Deliverables

Task	Deliverable
1. PRE-CONSTRUCTION SERVICES	
1.1 - Perform a constructability review of the project documents. Review project plans and specifications to become fully familiar with the project requirements and notify the City of any design ambiguities. As part of this service and to reduce any future change orders, CivilSource will review the project with the architect to implement final revisions to the contract documents prior to bidding.	Detailed Constructability Review Comments
1.2 - Develop the Construction Management Procedures Manual (a project specific management plan) that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the project. Ensure buy-in/approval from all project members prior to the start of construction.	Construction Management Procedures Manual
1.3 - Establish and ensure project filing and other record keeping systems.	Filing/Record Keeping Plan
1.4 - Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. CivilSource will provide opportunities to have the contractor's questions answered and will collect all of the required submittal items at this time. Meeting agendas and minutes will be prepared and distributed to all attendees.	Meeting Agenda and Minutes
1.5 - We will prepare a Project Baseline Schedule. This is developed in conjunction with the Contractor and reviewed/approved prior to processing of Contractor's 1 st Payment Application.	Project Baseline Schedule
*Review Contractor(s) Safety Program for compliance with City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project. Meet weekly or as necessary with Contractor's Safety Officer and ensure that contractor weekly "tailgate" safety meetings are taking place; provide general oversight of Design/Builder's safety program including, but not limited to, head, feet and hand protection, temporary railings/fall protection, rebar caps, welding protection, trench protection/shoring, heavy equipment back-up signals, safety harnesses, restraint of compressed gas tanks, saw guards and other Cal-OSHA required measures.	No Deliverable
*Ensure that each member of our project team will have access to a mobile office which includes a laptop, internet/e-mail access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via mobile phone for easy access and continuous communication.	No Deliverable
*Update Construction Cost Estimate based upon our constructability review in order to provide a more detailed and accurate estimate due to the current state of the construction documents.	Construction Cost Estimate
2. CORRESPONDENCE, REPORTS, & OTHER FORMS OF COMMUNICATION	

2.1 – Prepare document standards and project correspondence and other forms of communication in accordance with industry standard document control and management procedures.	Standard Project Documents
2.2 – Manage the receipt, logging, control, tracking, and timely processing of project documents, including correspondence and other forms of communication, technical documents, shop drawings, calculations, data, submittals, manuals, and samples received as part of the construction process, non-compliance, work to be completed, and other tracking logs as requested.	Document Tracking Log
2.3 – Maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others.	Inspection Reports including Daily Photos
3. SITE CONDITIONS & PROGRESS VISUAL DOCUMENTATION	
3.1 – Create and maintain photo library of pre-construction photos and videos prior to beginning any construction operation. Confirm existing conditions within the limits of the work in adjacent areas and along access and haul roads.	Digital Photo Library
3.2 – Maintain a digital photographic library of significant critical construction scheduled activities.	Digital Photo Library
4. MEETINGS	
4.1 - Coordinate weekly and monthly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems which need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, OSHA visits and citations, etc. Coordination shall also include preparation of agendas and meeting minutes. Meeting minutes will be distributed to the contractor and City staff for comments within three days and the final and approved minutes within two working days of receipt of comments.	Meeting Agendas and Minutes
4.2 – Attend construction-related meetings as required.	Meeting Agendas and Minutes
5. SHOP DRAWINGS & SUBMITTAL REVIEWS	
5.1 - Ensure an efficient submittal process, beginning with the Contractor delivering a submittal schedule for review within 10 calendar days after the effective date of the construction contract. CivilSource will provide technical support during review of the submittal schedule (and at a minimum weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule. We will monitor, process, and forward for approval all submittals and ensure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).	Approved Submittals
5.2 – Maintain submittal log and status of all submittals. Log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor. Update the submittal log as items are received and responses given.	Submittal Log
6. PLANS & SPECIFICATIONS INTERPRETATION & CONTROL	
6.1 - Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, Engineer, other agencies). Response to RFIs shall take no longer than 7 calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.	Response to RFIs

6.2 - Review and respond to requests for design revisions by the Contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the Contractor.	Complete Response to Design Revisions
6.3 - Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow-up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.	Executed Field Change Orders and Complete Backup Documentation
6.4 - Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, City, vendors, manufacturers and others.	Response to Substitution Requests
6.5 - Require the Contractor to maintain an updated set of drawings, specifications that incorporates all addenda, bulletins, change orders and other document updates at the jobsite.	As-Builts
7. CONSTRUCTION MANAGEMENT ADMINISTRATION & SPECIAL STAFFING	
7.1 - Oversee, perform, and coordinate construction management services including a process for on-going risk analysis as required to verify and assure the timely completion of the work.	Reports, Testing, Schedules, COs, Inspection Reports, Punch Lists, etc.
7.2 - Resolution of day-to-day construction issues.	TBD
8. PROJECT SCHEDULE UPDATES & PROGRESS PAYMENT APPLICATIONS	
8.1 - Prepare monthly progress reports to include current contract amount, change orders, change order requests, schedule status, critical issues and project photos.	Monthly Status Report
8.2 - Review, and forward for approval, the Contractor Payment Applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted Schedule of Values and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.	Reviewed and Approved Pay Applications
* Review, and recommend for approval, the Contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.	No Deliverable
9. CHANGE CONTROL MANAGEMENT	
9.1 - Receive, evaluate for legitimacy and appropriate cost, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, current material unit costs, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a Change Order Log to track executed and potential change orders and monitor the amounts against the total construction contract.	Change Order Log
9.2 - Request cost proposals from the Contractor for extra work and negotiate final cost.	RFQ

9.3 – Prepare written justification and cost estimates for each extra work or change item.	Change Orders
9.4 – Prepare and submit change order for City processing within 7 days of negotiation of recommended price.	Change Orders
10. QUALITY ASSURANCE	
10.1 – Provide day-to-day inspection of the work to ensure that materials and workmanship are in compliance with the contract documents. Coordinate delivery, inspect for defects or missing parts, and oversee recording the receipt and storage of equipment. Additionally, inspect construction activities to be performed at night, weekends, and/or holidays.	Daily Inspection Reports
10.2 – Create and maintain a daily account of all construction activities. Request, review, analyze, and use for reporting, the daily construction reports as generated by the Contractor. This will be a vital source of information for identifying and reviewing potential delays, weather impacts, labor shortages, untimely deliveries of long lead items, and other factors that can lead to schedule and cost impacts. Adverse findings will be included in weekly status meetings.	Daily Inspection Reports
10.3 – Discuss appropriate revisions to the methods and procedures used in performing the work.	No Deliverable
10.4 – Advise the City's project manager and Contractor of any deviations in the work. Record deviations that are not corrected and immediately deliver a Notice of Non-Compliance to the Contractor.	Notice of Non-Compliance
<p>* We will coordinate all required utility shut-downs including those required for water and power tie-ins. Possible utility coordination with:</p> <ul style="list-style-type: none"> • AT&T • Orange County Sanitation • Verizon • Southern California Gas • Golden State Water • Southern California Edison • Time Warner Cable • XO Communications 	No Deliverable
* Maintain a safe working environment. All CivilSource personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.	No Deliverable
11. GEOTECHNICAL ENGINEERING & MATERIALS TESTING SERVICES	
11.1 – Schedule sampling, material testing, and laboratory services in accordance with the methods prescribed in current standards of the ASTM.	Materials Testing Reports
12. LANDSCAPE & REVEGETATION INSPECTION	
12.1 – Verify that inspection, sampling, and testing of landscape, irrigation, and revegetation systems to ensure contract compliance of all work and the establishment of all planting to the standards, quality, and density required of the contract documents.	Daily Inspection Report/Materials Testing Report
12.2 – Verify that inspections and irrigation systems for proper placement, installation, bedding, and backfill, leakage, and coverage. Receive and review all soil report data and soil amendment and fertilizer slips for conformance with contract documents.	Daily Inspection Report/Materials Testing Report

13. STARTUP, CLOSEOUT, & ACCEPTANCE SERVICES	
13.1 – Operation Testing Plan shall be developed in consultation with the City, Design Engineer, Contractor, and all appropriate vendors. Review and recommend the operational testing plan. Coordinate the testing of the equipment and facilities with the City, and assist Contractor's personnel as required during the startup phase.	Operation Testing Plan
13.2 – The CivilSource Project Manager will conduct a preliminary walk-through with the Contractor to ensure there are no blatant issues and to generate a preliminary punch-list. After completion of the preliminary punch-list items, the Project Manager will conduct a punch-list walk-through with the Consultants to generate a second punch-list, if required.	Preliminary Punch-List
13.3 - After completion of the consultant's punch list items, the Project Manager will conduct the official punch-list walk-through with City staff and the Engineer (and all subs if necessary) to generate the official and final punch list. We have found in our past experience that scheduling separate walk-throughs allows adequate time with each party and limits the time required of City Staff. It will also ensure that punch lists are issued and completed in the scheduled timeframe.	Final Punch-List
13.4 - CivilSource will oversee issuance and confirm the achievement of the Certificate of Substantial Completion. We will conduct a walk-thru with the engineering design team and City staff member to ensure beneficial occupancy has been achieved. We will then ensure architect issues the Certificate for all parties to sign.	Certificate of Substantial Completion
14. POST CONSTRUCTION	
14.1 - CivilSource will monitor the collection and completeness of the close-out packages for all components, and then forward them to the City. O&M manuals will be drafted and collected from the Contractor and will be forwarded to both the Architect and City for review and approval prior to Contractor submitting final drafts.	O&M Manuals, As-Builts and Warranties
14.2 – Review and certify that the Contractor's project record drawings are complete and accurate. Provide the drawings to the Design Engineer.	Record Drawings Certification
14.3 - Review Final Payment Application. CivilSource will review for completeness, and forward to City for approval, the Contractor(s) Final Application for Payment.	Final Pay Application
14.4 - We will ensure as-builts/record drawings have been completed according to the specifications and also to the satisfaction of the City's record-keeping division. We will cause all Warranties to be forwarded to the City for review and acceptance, and attic stock items to be coordinated with and delivered to City staff for proper storage.	As-Builts/Red Line Drawings
14.5 - Filing of the Notice to Completion. We will advise the City when this is appropriate based on all expired time and other conditions required.	Certificate of Completion
14.6 – Final project records and documents.	Final project files
15. EXTENDED SERVICES	
15.1 – Extended services which may include specialty inspections including, mechanical, electrical, structural, civil supplemental engineering design, witness testing, factory inspections, and noise and air quality monitoring services.	TBD
15.2 - Any additional services required by the City during the course of construction. Such items could include labor compliance, claims analysis, etc.	TBD

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 24, 2015

SUBJECT: SOCIAL MEDIA POSTS AND RESPONSES AT CITY COUNCIL MEETINGS

REPORT IN BRIEF:

At the January 13, 2015 City Council meeting, Council Member Warren requested a discussion on social media posts and responses at City Council meetings.

RECOMMENDED ACTION:

Receive and file staff report and provide direction to staff.

BACKGROUND:

City staff conducted a survey of Orange County cities inquiring if questions posted on social media pages are being addressed in council meetings and if yes, how they are agendaized. Nine cities responded to the inquiry and all nine cities do not have any type of policy related to this question, nor have they agendaized any type of social media responses.

The City of Anaheim did however respond that if a single question posted on Facebook or Twitter were to arise during a council meeting, it would be addressed during council communication, following the public comment portion of the meeting. Anaheim Council may then direct staff to respond at such time, and city staff could respond to the question, so long as discussion and/or action is not occurring, given that the item was not on the agenda.

If City Council would like to consider addressing questions submitted via social media, the City Clerk's recommendation would be to include this new action under Written Communication. A new category could be added as Written Communication item "A" and could be titled "City Clerk Presentation Of Questions Generated From The Public On Social Media Outlets." Then the social media question could be addressed at this point in the agenda.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

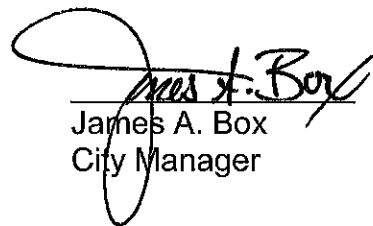
Through the normal agenda process.

Prepared by:



Julie S. Roman
Community Services Director

Approved by:



James A. Box
City Manager