



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, MARCH 13, 2018 - 6:30 P.M.**

***In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.***

*The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us), at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.*

- 1. CLOSED SESSION(6:00 PM)**
- 2. ROLL CALL** Council Member Donahue  
Council Member Ethans  
Council Member Warren  
Mayor Pro Tem Ramirez  
Mayor Shawver
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

*Closed Session may convene to consider matters of purchase / sale of real property (G.C. §54956.8), pending litigation (G.C. §54956.9(a)), potential litigation (G.C. §54956.9(b)) or personnel items (G.C. §54957.6). Records not available for public inspection.*

**4. CLOSED SESSION**

**4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
**Significant exposure to litigation pursuant to Government Code Section 54956.9**  
**(d) (2)**

Number of Potential Cases: 5

**4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
**Existing litigation pursuant to Government Code section 54956.9(d)(1)**  
**Number of cases: 1**

City of Stanton vs. Green Tree Remedy et al, Orange County Superior Court Case  
Number: 30-2015-00813225-CU-JR-CJC

**5. CALL TO ORDER / REGULAR CITY COUNCIL MEETING (6:30 P.M.)**

**6. PLEDGE OF ALLEGIANCE**

**7. SPECIAL PRESENTATIONS AND AWARDS**

- Presentation by Dr. Frank Donovan, Magnolia School District Superintendent, regarding construction of the traffic signal that will serve Pyles Elementary School.

**8. 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**

- 8A. 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/Authority Board waive reading of Ordinances and Resolutions.

- 8B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated February 22, 2018 and March 1, 2018, in the amount of \$1,195,390.38.

- 8C. PARTICIPATION IN THE BEACH BOULEVARD COALITION**

A Resolution of support and authorization to participate in the Beach Boulevard Coalition.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Resolution No. 2018-10 authorizing participation in the Beach Boulevard Coalition.

**8D. APPROVAL OF CITY MANAGER AND ASSISTANT CITY MANAGER TO ADD CASH MANAGEMENT SERVICES WITH BANK OF THE WEST**

Staff desires to upgrade to Positive Pay services with Bank of the West. In order to do so, Bank of the West requires the Authorization and Agreement for Cash Management Services to be approved by resolution of the City Council. The attached resolution identifies the City Manager and Assistant City Manager as employees of the City authorized to add cash management services with Bank of the West.

**RECOMMENDED ACTION:**

1. City Council find that these items are 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(b)(4) 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. Adopt Resolution No. 2018-11, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY MANAGER AND ASSISTANT CITY MANAGER TO ADD CASH MANAGEMENT SERVICES WITH BANK OF THE WEST."**

**END OF CONSENT CALENDAR**

**9. PUBLIC HEARINGS**                      **None.**

**10. UNFINISHED BUSINESS**                      **None.**

## **11. NEW BUSINESS**

### **11A. INTRODUCTION OF ORDINANCE AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION**

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88.

To this point the City has collected a Sewer User Fee on the property tax roll in accordance with California Health and Safety Code Section 5471. Effective January 1, 2017 Section 5471 was amended to allow for adoption of new or increased service fees for sewer by resolution. This ordinance would authorize the City to collect any future fee or charges for sewer by resolution instead of by ordinance.

#### **RECOMMENDED ACTION:**

1. City Council declare that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
2. Introduce Ordinance No. 1079 entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO"; and**

3. Set said ordinance for adoption at the regular City Council meeting of March 27, 2018.

**ROLL CALL VOTE:** Council Member Donahue  
Council Member Ethans  
Council Member Warren  
Mayor Pro Tem Ramirez  
Mayor Shawver

**11B. AWARD OF CONTRACT FOR CONSTRUCTION OF THE COMMUNITY CENTER AND CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT TO C.S. LEGACY CONSTRUCTION, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bids for the construction of the Community Center and Civic Center Accessibility Improvement Project were opened March 5, 2018. Based on the post-bid analysis of the four (4) bids received, staff recommends the bid submitted by C.S. Legacy Construction, Inc. to be the lowest responsive and responsible bid at \$1,179,072.

The format for the bids included a "Base Bid A" for the Community Center and Civic Center Accessibility Improvement Project, a "Base Bid B" for the Library Center Improvements and one additional item termed as "Bid Additive" for the overhead shade structures.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Approve the plans and specifications for the construction of the Community Center and Civic Center Accessibility Improvement Project; and
3. Award a construction contract for the construction of the Community Center and Civic Center Accessibility Improvement Project to the lowest responsive and responsible bidder, C.S. Legacy Construction, Inc.; and
4. Authorize the City Manager to bind the City of Stanton and C.S. Legacy Construction, Inc. in a contract for the construction of the Community Center and Civic Center Accessibility Improvement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and
6. Direct Staff to process an easement for public Right-Of-Way purposes of the City Hall Plaza Area; and
7. Approve Budget Adjustment No. 2018-23 to appropriate \$102,082.40 to account 305-1600-710145, the City Hall Plaza Improvement account in the Capital Project Fund for this project.

## **12. 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.

## **13. WRITTEN COMMUNICATIONS                      None.**

## **14. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**

### **14A. 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.

### **14B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING**

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

### **14C. 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.

#### **14D. HISTORICAL SOCIETY**

At the request of Mayor Shawver, this report provides information on the process of establishing a Stanton Historical Society.

##### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file the report and provide staff direction.

#### **15. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL**

#### **16. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

#### **16A. ORANGE COUNTY FIRE AUTHORITY**

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

#### **17. 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 8<sup>th</sup> day of March, 2018.

s/ Patricia A. Vazquez, City Clerk/Secretary

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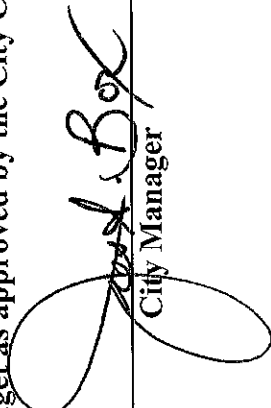


**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

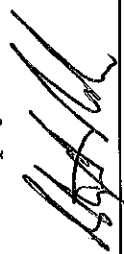
February 22, 2018	\$976,173.87
March 1, 2018	\$219,216.51

\$1,195,390.38
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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

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** March 13, 2018

**SUBJECT: PARTICIPATION IN THE BEACH BOULEVARD COALITION**

### **REPORT IN BRIEF:**

A Resolution of support and authorization to participate in the Beach Blvd. Coalition.

### **RECOMMENDED ACTION:**

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. City Council approve Resolution No. 2018-10 authorizing participation in the Beach Blvd. Coalition.

### **BACKGROUND:**

In 2015, the Beach Blvd. Coalition began with the cities of Buena Park, Anaheim, and Stanton to discuss opportunities to revitalize the corridor on a regional level. Since the inception, most cities along the corridor from La Habra to Huntington Beach joined the coalition. Branding efforts are underway for the corridor, along with developing a Beach Blvd. event to highlight economic development and active transportation opportunities.

### **ANALYSIS/JUSTIFICATION:**

The attached resolution would authorize participation in the Beach Blvd. Coalition, permitting City staff to dedicate time to coordinating branding and events, and further the efforts of the Coalition.

### **FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

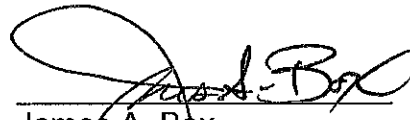
2 – Provide a strong local economy.

Prepared By:



Kelly Hart  
Community & Economic  
Development Director

Approved by:

  
James A. Box  
City Manager

**Attachment:**

Resolution No. 2018-10

**RESOLUTION NO. 2018-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF STANTON, CALIFORNIA AUTHORIZING  
PARTICIPATION IN THE BEACH BOULEVARD  
COALITION**

**WHEREAS**, State Route 39 is a major gateway to Orange County and is known throughout the region as Beach Boulevard; and

**WHEREAS**, Beach Boulevard stretches from the heights of La Habra to the ocean in Huntington Beach; and

**WHEREAS**, like many highways in the United States, Beach Boulevard has a rich heritage, worthy of celebration and preservation; and

**WHEREAS**, Beach Boulevard provides economic vitality to the cities within its path and is a critical component to the fiscal stability of the county; and

**WHEREAS**, the cities within Orange County have a history of collaboration and partnership toward identity on Beach Boulevard; and

**WHEREAS**, the City of Stanton is committed to creating and reinforcing a new sustainable brand identity on Beach Boulevard; and

**WHEREAS**, it is in the best interest of these cities to work together toward the common goal of the revitalization and renewal of Beach Boulevard.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Stanton will engage with the residents and businesses to participate in this worthy endeavor.

**ADOPTED, SIGNED AND APPROVED** this 13th day of March, 2018.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

MATTHEW E. RICHARDSON, CITY ATTORNEY

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-10 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 March 13, 2018 and that the same was adopted, signed and approved by the following vote to wit:

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

PATRICIA A. VAZQUEZ, CITY CLERK

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** March 13, 2018

**SUBJECT: APPROVAL OF CITY MANAGER AND ASSISTANT CITY MANAGER  
TO ADD CASH MANAGEMENT SERVICES WITH BANK OF THE WEST**

### **REPORT IN BRIEF:**

Staff desires to upgrade to Positive Pay services with Bank of the West. In order to do so, Bank of the West requires the Authorization and Agreement for Cash Management Services to be approved by resolution of the City Council. The attached resolution identifies the City Manager and Assistant City Manager as employees of the City authorized to add cash management services with Bank of the West.

### **RECOMMENDED ACTION:**

1. City Council find that these items are 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(b)(4) 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. Adopt Resolution No. 2018-11, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,  
CALIFORNIA, APPROVING THE CITY MANAGER AND ASSISTANT  
CITY MANAGER TO ADD CASH MANAGEMENT SERVICES WITH  
BANK OF THE WEST."**

### **HISTORY:**

The City has banked with Bank of the West or its precursors for over three decades. In November 2015 staff initiated a Request for Proposal process for banking services. On

April 12, 2016, after a Request For Proposal process was completed and based on a recommendation by staff, City Council authorized the City Manager to sign a five-year agreement for consulting services with Bank of the West. The agreement laid out the services proposed by Bank of the West.

#### **ANALYSIS/JUSTIFICATION:**

The City of Stanton has had a banking relationship with Bank of the West for over three decades. For a number of years the City has subscribed to a fraud prevention tool with the Bank of the West called Stand Alone Positive Pay, which is a fraud prevention tool used to help mitigate fraud on paper checks where the City provides the bank a file that lists information for each check issued including payee, date, amount and check number and the bank verifies each check that clears against that file. It recently came to the City's attention that Stand Alone Positive Pay does not protect against all instances of check fraud, as Bank of the West is not comparing the payee line in the file they receive against the check, just the date, amount and check number. Positive Pay is a service provided by the bank that also reviews the payee line.

Stanton Municipal Code Section 2.20.090 authorizes the Assistant City Manager as Finance Director to formulate and recommend to the City Manager policies and procedures on the drawing of warrants for payment of proper and approved claims against the City. The Assistant City Manager has recommended moving to Positive Pay with Bank of the West to reduce the likelihood of future check fraud. In contacting Bank of the West for this purpose, the Bank informed staff that an Authorization and Agreement for Cash Management Services that identifies employees who are authorized to enter into cash management services on behalf of the City to be approved by resolution.

Resolution No. 2018-11 authorizing the City Manager and Assistant City Manager to add cash management services with Bank of the West would satisfy Bank of the West's requirements and allow staff to proceed with implementing the additional fraud protections.

#### **FISCAL IMPACT:**

There will be no fiscal impact with the approval of this resolution. If and when staff implements Bank of the West's Positive Pay service, the fee is \$25 per month, however it is anticipated that this fee will be absorbed by the earnings credit provided to the City based on cash held with Bank of the West under our existing agreement for consultant services.

#### **ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

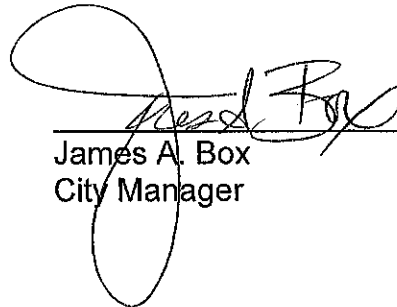
4. Ensure Fiscal Stability and Efficiency in Government

Prepared by:



\_\_\_\_\_  
Stephen M. Parker, CPA  
Assistant City Manager

Approved by:



\_\_\_\_\_  
James A. Box  
City Manager

**Attachments:**

- A. Resolution No. 2018-11 Approving the City Manager and Assistant City Manager to add Cash Management Services With Bank of the West

Exhibit A: Bank of the West's Authorization and Agreement for Cash Management Services



**RESOLUTION NO. 2018-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY MANAGER AND ASSISTANT CITY MANAGER TO ADD CASH MANAGEMENT SERVICES WITH BANK OF THE WEST**

**WHEREAS**, based on recommendation by staff from responses to a Request For Proposal process, on April 12, 2016 City Council authorized the City Manager to sign a five-year agreement for consulting services with Bank of the West ("the Bank"); and

**WHEREAS**, the five-year agreement that was signed by the City Manager for consultant services with the Bank on April 12, 2016 laid out the list of services proposed by the Bank including a line item titled Stand Alone Positive Pay; and

**WHEREAS**, Stand Alone Positive Pay is a fraud prevention tool used to help mitigate fraud on paper checks where the client provides the bank a file that lists information for each check issued including payee, date, amount and check number and the bank verifies each check that clears against that file; and

**WHEREAS**, the City has become aware that the fraud prevention tool does not protect against all instances of check fraud, as though the payee line is included in the file provided, the payee line is not reviewed by the Bank with Stand Alone Positive Pay; and

**WHEREAS**, Pursuant to Stanton Municipal Code Section 2.20.090, the Stanton Assistant City Manager, as Finance Director, is authorized to formulate and recommend to the City Manager policies and procedures on the drawing of warrants for payment of proper and approved claims against the City; and

**WHEREAS**, the Stanton Assistant City Manager, as Finance Director, recommends utilizing Positive Pay from the Bank so the payee line will be reviewed in addition to the date, amount and check number that are currently being reviewed; and

**WHEREAS**, Bank of the West requires an Authorization and Agreement for Cash Management Services that identifies employees who are authorized to enter into cash management services on behalf of the City to be approved by resolution at a meeting duly held by the governing body.

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

**SECTION 1.** The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

**SECTION 2.** The City Council finds that this item 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(b)(4) 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 City Council hereby authorizes the City Manager or Assistant City Manager to enter into additional cash management services with Bank of the West through the completion of the Authorization and Agreement for Cash Management Services as attached as Exhibit A and incorporated herein by reference.

**ADOPTED, SIGNED AND APPROVED** this 13<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-11 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 March 13, 2018, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK



## AUTHORIZATION AND AGREEMENT FOR CASH MANAGEMENT SERVICES

This Authorization and Agreement for Cash Management Services (this "Agreement") is executed by each of the business organizations named below (collectively, the "Business Entities"). Each Business Entity acknowledges that it has received from Bank of the West ("Bank") the *Cash Management Terms and Conditions* ("Terms and Conditions"), *Deposit Account Disclosure for Business Accounts* ("Disclosure Booklet"), applicable Schedules of Fees and Charges, applicable User Materials, related documents and disclosures (collectively, the "Disclosure Agreement") pertaining to the provision of one or more Cash Management Services (collectively "Services") by Bank to the Business Entities. Each Business Entity agrees that the Services obtained from Bank are subject to this Agreement, the Terms and Conditions, and the Disclosure Agreement, as those documents currently exist and may be added to, deleted from or otherwise changed from time to time in the future. Each Business Entity expressly acknowledges and agrees that if it has any electronic services, amendments to the Terms and Conditions and the Disclosure Agreement may be delivered or posted electronically, as is further disclosed in the Terms and Conditions. Capitalized terms used in this Agreement, not otherwise defined, have the meanings given to them in the Terms and Conditions.

### Multiple Entity Cash Management Services Linking - Check if applicable ☐

Each of the undersigned Business Entities hereby authorizes the linking of its accounts with all of the below-named Business Entities for the selected Services. Each of the undersigned Business Entities hereby appoints the Business Entity first listed below ("Principal Business Entity") to act as the attorney in fact for such Business Entity with respect to all matters concerning Services with Bank, such authority specifically, but without limitation, including the right to: (1) establish, continue, modify, and terminate an account, Service or other banking arrangement made by or on behalf of Business Entity; (2) contract to procure other such Services available from Bank as Principal Business Entity considers desirable; (3) receive bank statements, vouchers, notices, and similar documents from a financial institution and act with respect to them; and (4) designate a person(s) ("Designee(s)") to act with respect to the Services. This power of attorney is coupled with an interest.

The undersigned intend that Bank treat all Business Entities as one entity for purposes of the Services provided pursuant to this Agreement. Specifically and without any limitation intended, each Business Entity specifically authorizes all deposit [and other] accounts of each Business Entity to be linked together for Account Analysis purposes, linked in the Deposit Concentration Service, linked in the Zero Balance Accounting Service, linked in access via our Online Banking Service through any website owned, operated, controlled, or maintained by Bank or any of its affiliates, without restriction. The accounts so linked may include, without limitation, deposit accounts (for example and without limitation, savings, checking, money market, certificates of deposit), credit accounts (for example and without limitation, lines of credit, credit cards, loans, leases), investment and brokerage accounts (for example and without limitation, mutual funds, stocks, securities, annuities) and any and all other accounts that we may now or in the future hold for or on behalf of any named Business Entity.

Each Business Entity represents with respect to the individual who executes this Agreement on its behalf ("Designee") that the Designee is an authorized signer for the Business Entity. Each Business Entity agrees that:

- Any Designee is authorized to access any account of any Business Entity named in this Agreement when such access is accomplished electronically via any Service provided in accordance with this Agreement.
- Each Designee shall further be entitled to access and control all such accounts singly via the Service without regard to any multiple signer designations, requirements, or restrictions that might otherwise be applicable to a specific account but for this Agreement. Such access includes, without limitation, the ability to: (1) control such accounts electronically; (2) view or initiate transactions including, without limitation, withdrawals; (3) deposit and transfer money; (4) generally perform all types of electronic transactions to and from each account of each Business Entity; and (5) further authorize other users to access the accounts to perform similar functions (under the control of such persons authorized hereunder).

Each Business Entity acknowledges and agrees that the linking of its business account(s) through the designated Services as contemplated in this Agreement could subject each of the Business Entities



(individually or collectively) to claims involving or arising out of the commingling of funds, and each Business Entity hereby assumes all of the risks involved. Each Business Entity further acknowledges and agrees that, for purposes of Online Banking, the granting of access to the deposit accounts of each Business Entity by way of a single identification number and password is provided by Bank only at the request and for the convenience of each Business Entity. Each Business Entity, individually and collectively, agrees to indemnify, protect, hold harmless and defend Bank from and against any and all claims, demands, damages, expenses, liabilities or costs (including attorneys' fees, professional fees and court costs), of whatever kind or nature whatsoever, in connection with or arising from allowing any of the accounts belonging to each Business Entity to be linked to one another for access via the Services or from the provision of the Services.

There are 0 additional pages attached to this Agreement, which contain additional Business Entities whose accounts and services may also be linked to the accounts of the Business Entities reflected on this page.

**Cash Management Service(s) Requested**

- |  |   |
|--|---|
| <input type="checkbox"/> Account Analysis Service          | <input type="checkbox"/> ImageExpress Services                |
| <input type="checkbox"/> Account Reconciliation Services   | <input type="checkbox"/> Online Banking Services              |
| <input type="checkbox"/> ACH Blocked Service               | <input type="checkbox"/> Payment Orders ACH                   |
| <input type="checkbox"/> Assured Access Card TM Services   | <input type="checkbox"/> Payment Orders Wires                 |
| <input type="checkbox"/> Cash Vault Services               | <input checked="" type="checkbox"/> Positive Pay Services     |
| <input type="checkbox"/> Controlled Disbursement           | <input type="checkbox"/> RemittanceBanking Services (LockBox) |
| <input type="checkbox"/> Deposit Concentration Service     | <input type="checkbox"/> Remote Cashier's Check Service       |
| <input type="checkbox"/> Direct Delivery of Checks Service | <input type="checkbox"/> SecureDirect Banking Integration     |
| <input type="checkbox"/> DirectPay Manager                 | <input type="checkbox"/> Sweep Services                       |
| <input type="checkbox"/> Electronic Commerce Service       | <input type="checkbox"/> Tax Direct Services                  |
| <input type="checkbox"/> Electronic Deposit Service        | <input type="checkbox"/> Third Party Depository Services      |
| <input type="checkbox"/> Image Clearing Service            | <input type="checkbox"/> Zero Balance Accounting Services     |

Each Business Entity understands that use of any Service is subject to: (1) Bank's receipt of any required information and documentation; (2) Bank's approval; and (3) each Business Entity's completion of any testing or training requirements.

The undersigned Designee, and each of them, is an officer, owner, principal or other authorized individual of the Business Entity on whose behalf the Designee is acting. The undersigned Business Entity and Designee represent and warrant that the Business Entity on whose behalf the Designee is acting has taken all action required by its organizational or constituent documents to authorize the undersigned Designee to execute and deliver this Agreement and any other documents Bank may require with respect to a Service, and to provide to Bank instructions, and to designate employees and agents to act in the name of and on behalf of the Business Entity regarding the Services and any and all accounts affected by any Service obtained on behalf of the Business Entity.

**BUSINESS ENTITIES JOINING IN CASH MANAGEMENT SERVICES**

**PRINCIPAL BUSINESS ENTITY**

Tax Identification Number 95-6005900	
Business Entity Name CITY OF STANTON	Printed Signer's Name James A. Box
Authorized Signature	Title City Manager

Tax Identification Number:	
Business Entity Name	Printed Signer's Name
Authorized Signature	Title



BANK OF THE WEST

CORPORATE/ASSOCIATION RESOLUTION

RESOLVED: The City Manager James A. Box (Title) (Name), or Assistant City Manager Stephen M. Parker (Title) (Name)

of this Corporation is authorized to enter into any cash management services agreements with Bank of the West, to designate from time to time persons, in such number as may be directed, to manage any cash management service and otherwise give instructions regarding this organization's cash management service(s).

RESOLVED further that the authority conferred is in addition to any other authorizations in effect and shall remain in force until Bank receives written notice of its revocation at the office where the account is maintained or at such other location as Bank may direct.

CERTIFICATION

I certify that this resolution was adopted by this organization in accordance with law and its charter documents at a meeting duly held by this organization's governing body, and is now in effect. I certify that all of the signatures on the reverse are genuine and are those of person(s) who are authorized to execute the form who has such title as is listed above. I further certify that I have full authority to execute this certification. Bank of the West is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of the West.

March 13, 2018

DATED

SIGNATURE

City Clerk

PRINT NAME/TITLE (Must be Secretary or Assistant Secretary)

For Bank Use Only

Bank of the West (Office/Unit)	Bank of the West (Cash Management Sales)
Name:	Name: Gisele Diaz
Title:	Title: Cash Management Consultant, AVP
Office/Unit:	
Date:	Date:
Signature	Signature



BANK OF THE WEST

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** March 13, 2018

**SUBJECT: INTRODUCTION OF ORDINANCE AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION**

### **REPORT IN BRIEF:**

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88.

To this point the City has collected a Sewer User Fee on the property tax roll in accordance with California Health and Safety Code Section 5471. Effective January 1, 2017 Section 5471 was amended to allow for adoption of new or increased service fees for sewer by resolution. This ordinance would authorize the City to collect any future fee or charges for sewer by resolution instead of by ordinance.

### **RECOMMENDED ACTION:**

1. City Council declare that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
2. Introduce Ordinance No. 1079 entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO"; and**

3. Set said ordinance for adoption at the regular City Council meeting of March 27, 2018.

### **BACKGROUND:**

The City of Stanton currently operates and maintains a sewer collection system that serves customers within the City. This network of sanitary sewers serves approximately 40,000 residents and is comprised of 55.4 miles of mains with approximately 550 Manholes and 5,000 sewer laterals.

The City charges Annual Sewer Service Charges to operate the City's Sewer System. The City's Sewer System is managed with an enterprise account. Revenue collected from the Annual Sewer Service Charges can only be spent on the City's Sewer System.

California Health and Safety Code Section 5471 ("Section 5471") and the statutes following previously required public agencies that collect public utility fees and charges on the property tax roll, such as the City's sewer user fees, to adopt new or increased fees by ordinance. Effective January 1, 2017, Section 5471 and the statutes following were amended to allow for adoption of new or increased service fees for sewer by resolution as well as by ordinance.

#### **ANALYSIS/JUSTIFICATION:**

The City has abided with Section 5471 and the statutes following by previously adopting fees and charges for sewer service by ordinance. With the statute change allowing adoption of new or increased service fees for sewer by resolution, the City looked into the new option. With the approval of this ordinance, future Sewer Service Charges can be collected by resolution, which would streamline the approval process while still providing noticing to affected customers.

Approval of this ordinance would have no effect on complying with the requirements under Article XIII D, Section 6 of the California Constitution, which include conducting a public hearing on the proposed rate structure not less than 45 days after mailing a notice of the proposed change to each parcel. In addition, any proposed changes in the future would be invalidated by a majority protest filed by property owners.

#### **FISCAL IMPACT:**

None. However, the ordinance would result in less staff time being spent on the process of placing all subsequent Sewer Service Charges on the property tax rolls.

#### **ENVIRONMENTAL IMPACT:**

None with this action. The proposed Ordinance is exempt from California Environmental Quality Act (CEQA) review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273. All individual sewer projects will comply with CEQA and the City's NPDES program.

#### **LEGAL REVIEW:**

The City Attorney has reviewed and approved the accompanying resolution as to form.

#### **PUBLIC NOTIFICATION:**

Public notification provided through the normal agenda process.

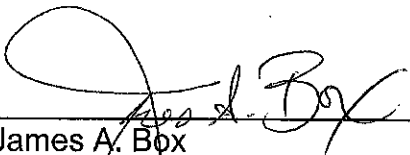
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

**4. Ensure Fiscal Stability and Efficiency in Governance**

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Assistant City Manager

Approved by:

  
\_\_\_\_\_  
James A. Box  
City Manager

Reviewed by:

\_\_\_\_\_  
Matthew A. Richardson  
City Attorney

Attachment:

A. Ordinance No. 1079



## **ORDINANCE NO. 1079**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING ADOPTION OF NEW OR INCREASED SEWER SERVICE FEES BY RESOLUTION, AND TAKING CERTAIN OTHER ACTIONS RELATING THERETO**

**WHEREAS**, the City of Stanton ("City") is successor agency of the Stanton County Water District under Reorganization No. 88; and

**WHEREAS**, the City currently operates and maintains a sewer collection system that serves the City. The network of sanitary sewers serves approximately 40,000 residents and is comprised of 55.4 miles of mains with approximately 550 manholes and 5,000 sewer laterals; and

**WHEREAS**, the City charges service fees and charges for providing such services to its residents, and collects such fees and charges on the property tax roll; and

**WHEREAS**, California Health and Safety Code Section 5471 ("Section 5471") and the statutes following previously required public agencies that collect public utility fees and charges on the property tax roll, such as the City's sewer user fees, to adopt new or increased fees by ordinance; and

**WHEREAS**, effective January 1, 2017, Section 5471 and the statutes following were amended to allow for adoption of new or increased service fees for sewer by resolution as well as by ordinance; and

**WHEREAS**, the City previously adopted fees and charges for sewer service by ordinance in compliance with Section 5471 prior to amendment, and now wishes to authorize future new or increased sewer service fees and charges by resolution.

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

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The City hereby authorizes any future fee or charges for sewer to be collected by resolution and when so adopted, shall supersede any fee or charge previously adopted by resolution or ordinance.

**SECTION 3.** The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance, or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance or the application of those provisions.

**SECTION 4.** This ordinance shall become effective thirty (30) days after its adoption.

**SECTION 5.** The City Clerk shall certify as to the adoption of this Ordinance and cause the same to be published as required by law.

**PASSED, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1079 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 13<sup>th</sup> day of March, 2018, and was duly adopted at a regular meeting of the City Council held on the 27<sup>th</sup> day of March, 2018, by the following roll-call vote, to wit:

AYES:           COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_

NOES:           COUNCILMEMBERS: \_\_\_\_\_

ABSENT:        COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN:       COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

# CITY OF STANTON

## REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** March 13, 2018

**SUBJECT: AWARD OF CONTRACT FOR CONSTRUCTION OF THE COMMUNITY CENTER AND CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT TO C.S. LEGACY CONSTRUCTION, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### REPORT IN BRIEF:

The bids for the construction of the Community Center and Civic Center Accessibility Improvement Project were opened March 5, 2018. Based on the post-bid analysis of the four (4) bids received, staff recommends the bid submitted by C.S. Legacy Construction, Inc. to be the lowest responsive and responsible bid at \$1,179,072.

The format for the bids included a "Base Bid A" for the Community Center and Civic Center Accessibility Improvement Project, a "Base Bid B" for the Library Center Improvements and one additional item termed as "Bid Additive" for the overhead shade structures.

### RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Approve the plans and specifications for the construction of the Community Center and Civic Center Accessibility Improvement Project; and
3. Award a construction contract for the construction of the Community Center and Civic Center Accessibility Improvement Project to the lowest responsive and responsible bidder, C.S. Legacy Construction, Inc.; and
4. Authorize the City Manager to bind the City of Stanton and C.S. Legacy Construction, Inc. in a contract for the construction of the Community Center and Civic Center Accessibility Improvement Project; and

5. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and
6. Direct Staff to process an easement for public Right-Of-Way purposes of the City Hall Plaza Area; and
7. City Council approve Budget Adjustment No. 2018-23 to appropriate \$102,082.40 to account 305-1600-710145, the City Hall Plaza Improvement account in the Capital Project Fund for this project.

## **BACKGROUND:**

The plaza area to the east of City Hall was constructed as part of the original City Hall construction in 1994. The area consists of an island with a flag pole, a vehicular drop-off area, and a concrete plaza with 11 carotwood trees. The area has functioned well over the years, but much of the concrete has been lifted by the roots of the trees. The choice of a carotwood with its tendency to have large surface roots turned out to not be the most appropriate choice. Additionally, many of the concrete panels have had their edges chipped and broken.

Many of the programs housed within the Community Services portion of the building serve seniors, which exacerbates the tripping potential of the displaced and damaged concrete. Staff has ground many of the edges of the uplifted concrete, but it is difficult to fix the concrete that has sunk or chipped. The trees will continue to damage the concrete and increase the tripping possibility. The City Council directed staff develop a concept prepared for their review to redo the plaza.

A proposed concept for the improvements was prepared by David Volz Design and was submitted for the City Council's review on February 14, 2017. The City Council approved the design as presented.

David Volz Design then provided engineering and design services for the project. As the design evolved, it became apparent that due to ADA slope requirements that ramps and curbs were needed. The design seemed to lose the intent of making City Hall more accessible, plus added significant cost increases.

On November 14, 2017 staff brought these issues to the City Council for review. As an alternative to the plans previously approved, David Volz Design recommended a lower cost alternative concept design that would leave most of Cedar Street geometry and street pavement in place while offering residents a better accessible design. The City Council approved the revised concept, and David Volz Design has completed construction documents for the work.

## **ANALYSIS/JUSTIFICATION:**

On February 12, 2018, the completed construction documents for the Community Center and Civic Center Accessibility Improvement Project were announced to solicit bids on Dodge Reports, Bid America, and our City website. This allowed bidders the ability of obtaining free digital copies of all the bid and supplemental documents, or purchasing hard copies of all documents at City Hall.

The bid documents split the construction into Base Bid A and Base Bid B. Base Bid A is for the work adjacent to City Hall. Base Bid B is for improvements around the library building. The improvements around the library will be funded by the County and the separate bid is needed to keep accounting of the work separate.

Additionally, a Bid Additive was provided for the construction of four shade structures above each of the doors entering City Hall. These structures are quite expensive and staff wanted to provide City Council the option to decide whether to build these based on the final bid from the contractors.

Bids were publicly opened on March 5, 2018 at 2:00 p.m. with the help and presence of our City Clerk. Four (4) bids were received and staff has broken down the two possible options for Council to proceed with construction which is with or without the bid additive.

### **Option 1 (Base Bid):**

This option awards the construction contract with the base bid items only. Table 1 shows a breakdown of the ranking of all the base bids. In this case, C.S. Legacy Construction, Inc. is the lowest bidder. Please note that Base Bid B – Library Center Improvements will be funded by the County and it will not have any impact in our budget.

TABLE 1 – BASE BIDS				
RANK	CONTRACTOR	BASE BID A	BASE BID B	GRAND TOTAL
1	C.S. Legacy Construction, Inc.	\$ 1,120,874.00	\$ 58,198.00	\$ 1,179,072.00
2	USS CAL Builders	\$ 1,124,035.00	\$ 108,245.00	\$ 1,232,280.00
3	Palp, Inc. DBA Excel Paving Company	\$ 1,483,841.00	\$ 43,959.00	\$ 1,527,800.00
4	General Consolidated Constructors, Inc.	\$ 1,562,138.00	\$ 100,524.00	\$ 1,662,662.00

### **Option 2 (Base Bid Plus Additive Bid Item):**

This option awards the construction contract with the base bid items and additive bid item. Table 2 shows a breakdown of the ranking of all the base bids along with the additive bid item. In this case, USS Cal Builders is the lowest bidder. This option would

have an impact of \$433,080.03 against the Capital Project Fund, which is not recommended by our staff.

**TABLE 2 – BASE BIDS PLUS BID ADDITIVE**

RANK	CONTRACTOR	BASE BID A	BASE BID B	BID ADDITIVE	GRAND TOTAL
1	USS CAL Builders	\$ 1,124,035.00	\$ 108,245.00	\$ 108,000.00	\$ 1,340,280.00
2	C.S. Legacy Construction, Inc.	\$ 1,120,874.00	\$ 58,198.00	\$ 632,380.00	\$ 1,811,452.00
3	Palp, Inc. DBA Excel Paving Company	\$ 1,483,841.00	\$ 43,959.00	\$ 376,000.00	\$ 1,903,800.00
4	General Consolidated Constructors, Inc.	\$ 1,562,138.00	\$ 100,524.00	\$ 388,600.00	\$ 2,051,262.00

Staff has reviewed the submitted bid documents and found the lowest responsible and responsive bidder to be C.S. Legacy Construction, Inc. A check of C.S. Legacy Construction, Inc. and their subcontractors' references indicates that they have completed similar projects in Southern California. Upon successful execution of the contract documents, the project is scheduled to begin April 1, 2018. The contractor will have approximately 90 days to complete the project.

Due to the fact that bids came in higher than initially estimated, a great portion of Capital Project Funds must be used to cover the cost of the project. In order to avoid a significant expenditure of Capital Improvement Funds, a solution is proposed to place an easement over the majority of the public plaza area for use as part of the public right-of-way. This would allow a larger portion of the project to be funded with the Gas Tax Fund. If council approves this concept, the frontage of City Hall would be dedicated to the public right-of-way, which would allow the use of Gas Tax Fund for a higher expenditure cost. The process will take up to a month to complete and will allow the project to be completed without eliminating any portion of the design.

#### **FISCAL IMPACT:**

Funding for the complete project is as listed below:

Source	Budget
Gas Tax	\$ 766,798
CDBG Grant	\$ 173,221
Capital Project Fund	\$ 222,082.40
County Library	\$ 58,198
<b>Total Budget</b>	<b>\$ 1,220,299.40</b>

Budget Adjustment No. 2018-23 would appropriate funds in the Capital Project Fund to cover a portion of the 10% contingency and increases in construction costs beyond the architect's initial estimate that cannot be covered by for the Gas Tax fund.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c).

**LEGAL REVIEW:**

None.

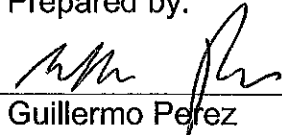
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**


3 – Provide a quality infrastructure.

Prepared by:



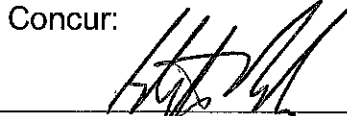
Guillermo Perez  
Associate Engineer

Reviewed by:




Allan Rigg, P.E. AICP  
Director of Public Works

Concur:



Stephen Parker, CPA  
Assistant City Manager

Approved by:

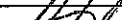


James A. Box  
City Manager

**ATTACHMENTS:**

- (1) Budget Adjustment 2018-23
- (2) Construction Contract
- (3) C.S. Legacy Construction, Inc. Bid

**CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION**

<b>Fiscal Year:</b>	<u>2017-18</u>
<b>Department:</b>	<u>Public Works</u>
<b>Requested By:</b>	<u>Allan Rigg</u>
<b>City Council Approval:</b>	<u></u>
<b>Availability of Funds:</b>	<u>Administrative Services Department</u>

BA # 2018-23

Date: March 8, 2018

Title: Public Works Director

Date: March 13, 2018

Title: Assistant City Manager

[illegible]

**JUSTIFICATION:**

To provide appropriation for increased costs relating to the Community Center and Civic Center Accessibility Improvement Project.

**Budget Adjustment Request Approved:**

Date \_\_\_\_\_

**Budget Adjustment Processed:**

Entered by

\*\*\* PRINT ON BLUE PAPER ONLY \*\*\*



## **CITY OF STANTON CONTRACT**

### **Community Center and Civic Center Accessibility Improvement Project**

#### **I.**

This Contract is made and entered into on the 27th Day of February, 2018 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and C.S. Legacy Construction, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

#### **II. BID AMOUNTS**

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$1,179,072.00.

#### **III. BONDS**

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

#### IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

**Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City.** Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor

or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

## V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of one million, one hundred seventy-nine thousand and seventy-two dollars and zero cents (\$1,179,072.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

## VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within Ninety (90) working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is

not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

#### VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

#### IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

#### X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

#### XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

**CITY OF STANTON:**

**[CONTRACTOR]:**

By: \_\_\_\_\_  
CITY MANAGER

By: \_\_\_\_\_  
(Corporate Officer)

Title: \_\_\_\_\_

**ATTEST:**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
(Corporate Officer)

**APPROVED AS TO FORM:**

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
CITY ATTORNEY

**NOTARY REQUIRED**

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

## PERFORMANCE BOND

**KNOW ALL PERSONS BY THESE PRESENTS** that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded C.S. Legacy Construction, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the re-painting of concrete medians, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated March 13, 2018 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Oblige, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Oblige a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligor and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day \_\_\_\_\_ of \_\_\_\_\_, 20 \_\_\_\_.

PRINCIPAL:

By: \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-in-Fact

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

The total amount of premium charged, \$ \_\_\_\_\_. (The above must be filled in by corporate surety.)

**IMPORTANT:** Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**



STATE OF CALIFORNIA       )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact \_\_\_\_\_ of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she subscribed the name of the \_\_\_\_\_ (Surety) thereto and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as Principal to the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

Bond No. \_\_\_\_\_ Bond Premium \_\_\_\_\_

**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

**KNOW ALL PERSONS BY THESE PRESENTS** that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has C.S. Legacy Construction, Inc. (hereinafter designated as the "Contractor"), a contract dated March 13, 2018, for work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of demolition, grading, concrete work, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the \_\_\_\_\_ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligor and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL:

By: \_\_\_\_\_

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

STATE OF CALIFORNIA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_  
\_\_\_\_\_, known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_  
(Surety) and acknowledged to me that he/she subscribed the name of the \_\_\_\_\_  
(Surety) thereto and his/her own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as  
Principal to the within bond; that \_\_\_\_\_ who signed the said bond on  
behalf of the principal was then of said corporation; that I know his/her signature, and his/her  
signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in  
behalf of said Corporation by authority of its governing bond.

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

## **AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS**

**[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]**

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date \_\_\_\_\_ Signature \_\_\_\_\_

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES  
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of

verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

**Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

License no.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

## **INSURANCE REQUIREMENTS**

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.



## WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

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NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: \_\_\_\_\_

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

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4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By: \_\_\_\_\_  
Its Authorized Representative

## ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

\_\_\_\_\_  
Name and address of named insured ("Named Insured"):

\_\_\_\_\_  
Name and address of Insurance Company ("Company"):

**OFFICIAL TITLE OF PROJECT:** \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
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11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/>                             |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/>                             |
| <input type="checkbox"/> General Liability Endorsement |  |

12. A ☐ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 A.M. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: ( ) \_\_\_\_\_

## ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

\_\_\_\_\_  
Name and address of named insured ("Named Insured"):

\_\_\_\_\_  
Name and address of Insurance Company ("Company"):

### OFFICIAL TITLE OF PROJECT: \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/ TO

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/>                           |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/>                           |

11. A ☐ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

12. This is an ☐ occurrence or ☐ claims made policy (check one).

13. This endorsement is effective on \_\_\_\_\_ at 12:01 A.M. and forms a part of Policy Number \_\_\_\_\_

I, \_\_\_\_\_ (print name),  
hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_\_

Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: ( ) \_\_\_\_\_

## ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

**OFFICIAL TITLE OF PROJECT:** \_\_\_\_\_

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/TO

- ☐ Following Form  
☐ Umbrella Liability  
☐

10. Applicable underlying coverages:  
INSURANCE COMPANY  
AMOUNT

POLICY NO.

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A ☐ deductible or ☐ self-insured retention (check one) of \$ \_\_\_\_\_  
applies to all coverage(s) except: \_\_\_\_\_  
(if none, so state). The deductible is applicable ☐ per claim or ☐ per occurrence (check one).

13. This is an ☐ occurrence or ☐ claims made policy (check one).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 A.M. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

**(Original signature only; no facsimile signature or initialed signature accepted)**

Phone No.: ( ) \_\_\_\_\_

## **PREVAILING WAGES**

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.



## LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the

Contractor will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him/her in connection with this Contract.

In accordance with Section 1777.3 of said Labor Code, the City will file with the Department of Industrial Relations, Division of Apprenticeship Standards, on "Extract of Public Works Contract Award" upon issuing the Notice of Award in the form appended hereto and made a part hereof as page 1-9.3.

- f. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.

The Contractor and any Subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office .

Willful violations of Section 1777.5 will result in a forfeiture of fifty dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

## **WAGE RATES AND LABOR CODE REQUIREMENTS**

### **Wage Rates:**

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

### **Apprentices**

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and  
Vendor Data Sheet**

CONTRACTOR TO PRINT COMPANY

NAME: C.S. Legacy  
Construction, Inc.

# BOOK I OF III

CONTRACT DOCUMENTS

## DOCUMENTS TO SUBMIT WITH BID:

- ☒ BID PROPOSAL
- ☒ BID SHEET
- ☒ INFORMATION REQUIRED OF BIDDER
- ☒ REFERENCES & ESSENTIAL REQUIREMENTS FOR QUALIFICATION
- ☒ DESIGNATION OF SURETIES

- ☒ ACKNOWLEDGEMENT OF ADDENDA
- ☒ INDUSTRIAL SAFETY RECORD
- ☒ NON-COLLUSION AFFIDAVIT
- ☒ LIST OF SUBCONTRACTORS
- ☒ BID BOND
- ☒ MANDATORY PRE-BID SITE INSPECTION CERTIFICATION

FOR:

## COMMUNITY CENTER AND CIVIC CENTER ACCESSIBILITY IMPROVEMENT PROJECT



Approved Book I, II, III,

By

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

Date

These Contract Documents are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.

CITY OF STANTON - 7800 KATELLA AVENUE - STANTON, CA 90680-3162  
Phone (714) 379-9222

CITY OF STANTON  
PUBLIC WORKS DEPARTMENT



ADDENDUM NO. 1

**Community Center and Civic Center Accessibility Improvement Project**

DATE: February 21, 2018

BY:

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

Public Works Director/City Engineer

TO: ALL PLAN HOLDERS

**1. Notice Inviting Sealed Bids:**

Replace pages 10, 11 and 12 of Book I with pages issued with Addendum No. 1

This Addendum is issued to supplement the Contract Documents, dated February 12, 2018 for the Community Center and Civic Center Accessibility Improvement project. Unless specifically changed by this Addendum, the remainder of the drawings, documents and specifications remain in effect as originally issued. All trades shall be fully advised of these changes, additions or deletions. Any proposal not incorporating this Addendum shall be considered an incomplete bid.

**2. Plans and Specification:** The plans and specifications have been re-uploaded to our City's website ([ci.stanton.ca.us](http://ci.stanton.ca.us)) in a better quality format.

END

ADDENDUM No. 1

Bidders must sign this Addendum No. 1 and submit with bid. No bid will be considered unless this signed Addendum No. 1 is attached.

I have carefully examined this Addendum and have included full payment in my Proposal.

Gregory Strumpf  
Bidder's Name (Please Print)

2/21/18  
Date

[Signature] President  
Authorized Signature & Title

CITY OF STANTON  
PUBLIC WORKS DEPARTMENT



ADDENDUM NO. 2

Community Center and Civic Center Accessibility Improvement  
Project

DATE: February 27, 2018  
TIME ISSUED : 10:00 A.M.

BY:

Public Works Director/City Engineer

TO: ALL PLAN HOLDERS

**1. Notice Inviting Sealed Bids:**

This Addendum is issued in regards to the following corrections made to the Bid Tables:

**Community Center and Civic Center – Bid Table A**

Bid Item 40 & 41 – Units must be changed to Square Footage (SF)

Bid Item 45 – Units must be changed to Each (EA)

**Library Center Improvements- Bid Table B**

Bid Item 4 & 5 – Units must be change to Square Footage (SF)

Bid Item 8 – Units must be changed to Each (EA)



**2. Plans and Specification:** The plans are a complete set even though it is numbered incorrectly. The plan contains a total of 28 pages. Please disregard the 33 page numbering.

END

**ADDENDUM No.2**

Bidders must sign this Addendum No. 2 and submit with bid. No bid will be considered unless this signed Addendum No. 2 is attached.

I have carefully examined this Addendum and have included full payment in my Proposal.

Gregory Shumpp  
Bidder's Name (Please Print)

2/27/18  
Date

[Signature] President  
Authorized Signature & Title

CITY OF STANTON  
PUBLIC WORKS DEPARTMENT



ADDENDUM NO. 3

Community Center and Civic Center Accessibility Improvement  
Project

DATE: February 28, 2018

BY:

Public Works Director/City Engineer

TO: ALL PLAN HOLDERS

**1. Notice Inviting Sealed Bids:**

The bid date has been extended to **Monday, March 5<sup>th</sup>, 2018 at 2:00 p.m.**

**Correction to the bid table has been made as follows:**

Bid Additive No.1 should include all structural sheets to install and furnish the Overhead Structures.

**2. Plans and Specification:**

This Addendum is issued in regards to the following corrections made to the Plans. Please see attachment for Addendum No.3 corrections.

END

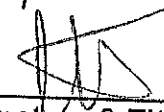
ADDENDUM No.3

Bidders must sign this Addendum No. 3 and submit with bid. No bid will be considered unless this signed Addendum No. 3 is attached.

I have carefully examined this Addendum and have included full payment in my Proposal.

C.S. Legacy Construction, Inc.  
Bidder's Name (Please Print)

2/28/18  
Date

  
Authorized Signature & Title

President

**DATE:** March 01, 2018  
**TO:** All Plan Holders  
**FROM:** David Volz Design Landscape Architecture  
**PREPARED BY:** Gary Vasquez/Landscape Architect  
**SUBJECT:** **ADDENDUM NO. 3**  
**Stanton City Hall & Library Improvements Project**

**Home Office**  
151 Kalnus Drive, Suite. M6  
Costa Mesa, CA 92626  
phone 714.641.1300  
fax 714.641.1323

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

This addendum forms a part of the contract documents and modifies the original contract documents dated February 2018. The Contractor shall acknowledge receipt of this addendum as instructed in the Bid Proposal. Failure to comply with this requirement may subject the Contractor to disqualification. All trades shall be fully advised of these changes, additions, or deletions.

**A. PLAN SHEETS RE-ISSUES FOR THIS ADDENDUM No. 3, CONSISTS OF (2) PLAN SHEET DRAWINGS IDENTIFIED BY CLOUD & DELTA 1.**

**RE-ISSUE TITLE SHEET (T-1) ADDENDUM No. 3, dated 3-01-18**

- Added to Sheet Index (Structural Sheets) Drawings SN-1, SN-2, S-1 & SD-1
- Deleted Sheet 29 - Architectural Plans & Details, Drawing A1.4
- Added note: Total Sheet Count: 33 32 sheets

**RE-ISSUE PLAN SHEET 26 - ARCHITECTECTURAL PLAN & DETAILS (A1.0) ADDENDUM No. 3 dated 3-01-18**

- Added laminated glass panel information regarding finish & pattern
- Added concrete footing & grade beam note to plan, referencing structural plans.
- Added Paint & Finish Specifications for Metal Surface Information to plan
- Post & Beam size for clarification

**B. NEW PLAN SHEETS TO BE ADDED TO THE BID SET INCLUDE (4) PLAN DRAWINGS 24"x26"**

- Sheet 30, General notes (Drawing No. SN-1)
- Sheet 31, Special Inspection & Observation (Drawing No. SN-2)
- Sheet 32, Foundation & Framing Plan (Drawing No. S-1)
- Sheet 33, Details (Drawing No. SD-1)

**C. CLARIFICATION TO ELECTRICAL THE PLAN SHEETS (sheet numbering) AS FOLLOWS:**

- E1 - is Sheet 22 of 33
- E2 - is Sheet 23 of 33
- E3 - is Sheet 24 of 33
- E4 - is Sheet 25 of 33

Note: Sheet 29 of 33 has been deleted for the plan set; therefore, there are 32 plan sheets.



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**NOTICE INVITING SEALED  
BIDS**



**NOTICE IS HEREBY GIVEN**

Sealed proposals for the work shown on the plans entitled:

**Community Center and Civic Center Accessibility Improvement Project**

in the City of Stanton will be received at the Office of the City Clerk of the City of Stanton, 7800 Katella Avenue, Stanton, CA 90680-3162 until **2:00 PM on Thursday, March 1, 2018** at which time they will be publicly opened and read. All bid proposals shall be made on the proposal forms furnished by the City and placed, together with the accompanying documents and security, in a sealed package marked outside with the title of the project and **"SEALED BID FOR THE CITY OF STANTON - DO NOT OPEN WITH REGULAR MAIL"** and addressed to the City Clerk at the above address in a sealed envelope.

All bid proposals must comply with the requirements contained in this Notice and in the specifications and other contract documents. All bids in apparent compliance with such requirements shall be opened and publicly read aloud at the above-stated time at the place of bid receipt identified above.

The Contractor shall furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper construction of this project, including but not limited to the demolition, grading, site improvements, structures, landscaping, irrigation, utilities, paving, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

**OBTAINING CONTRACT  
DOCUMENTS:**

Contract documents for the above-referenced project may be obtained at the City of Stanton - Public Works Department, 7800 Katella Avenue, Stanton CA, for a non-refundable fee of \$40 if picked up or \$50 if mailed. Free electronic copies are available online at [www.stanton.ca.us](http://www.stanton.ca.us). If you wish to be placed on the bidder's list, please send contact information of your firm to [gperez@ci.stanton.ca.us](mailto:gperez@ci.stanton.ca.us). No bid proposal will be received unless it is made on the official proposal forms furnished by the City, is accompanied by an executed Non-Collusion Affidavit and is accompanied by cash, a certified or cashier's check payable to the City or a satisfactory bidder's bond in favor of the City executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than 10% of the bid amount, as provided in Public Contract Code section § 20170 et. seq. Should the bidder to whom the contract is awarded fail to enter into the subject contract, such bid security shall be forfeited pursuant to Public Contract Code section 20172, except as otherwise provided in Public Contract Code section § 20174.

All work shall be completed within **90 working days** following the date specified in the written notice to proceed from the City or **before June 30, 2018**.

Pursuant to Section § 1770 et. seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. This rate and scale are on file with the Director of Public Works and copies will be made available to any interested party on request. The contractor to whom the contract is awarded and the subcontractors under him must pay not less than these rates to all workers employed in the execution of this contract.

At the time of the award of the contract, the successful bidder shall possess a valid contractor's license,

and shall comply with any applicable City requirements concerning contractor qualifications. Submission of a bid by a bidder without a license subjects the bidder to civil penalties pursuant to Business & Professions Code section § 7028.15. The bidder must possess a Class "A" or "B" Contractor License in the State of California. No contract will be awarded to any bidder who is not a properly licensed California contractor as required by the California Business and Professions Code.

As provided for in section 22300 of the Public Contracts Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract.

The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. The successful Contractor shall also furnish 2 bonds required by the State Contract Act. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor, and the other said bond shall secure the payment of claims for labor and material.

The City reserves the right to reject any or all bids or any parts thereof, and to waive any irregularities or informalities in any bid or in the bidding, and to make awards in all or part in the best interests of the City.

**WITHDRAWAL OF BID:** No bidder may withdraw his bid for a period of 60 days after the date set for the opening of bids.

**CITY OF STANTON**

Director of Public Works, Date

## INSTRUCTIONS TO BIDDERS

**FORM OF BID PROPOSAL:** Bid proposals shall be made on the bid proposal forms found herein. The bid proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described in the Notice Inviting Sealed Bids.

**DELIVERY OF BID PROPOSALS:** The bid proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his bid proposal is received in proper time. Any bid proposal received after the scheduled closing time for receipt of bid proposals may be returned to the bidder unopened unless an extension has been granted by the City. Bidders or their authorized agents are invited to be present.

### **MODIFICATIONS AND ALTERNATIVE PROPOSALS:**

Unauthorized conditions, limitations or provisos attached to a bid proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

### **WITHDRAWAL OF BID PROPOSAL:**

A bid proposal may be withdrawn upon request by the bidder without prejudice to himself prior to the date and time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the Director Public Works. No bid proposal may be withdrawn for a period of 60 calendar days after the date set for the opening of bid proposals.

**BIDDER'S SECURITY:** In accordance with Public Contract Code section § 20170 et seq., each bid proposal shall be accompanied by cash, a certified or cashier's

check payable to the City or a satisfactory bidder's bond in favor of the City executed by the bidder as principal and a satisfactory admitted surety insurer as surety, in an amount not less than 10% of the amount named in the bid. The cash, check or bidder's bond shall be given as a guarantee that the bidder shall execute the contract for the project if it is awarded to bidder in conformity with the Plans, the Specifications, and other Contract Documents, and shall provide the evidence of insurance and furnish the required bonds as specified in the Plans, the Specifications and other Contract Documents, within 15 calendar days after written notice of the award. In case of the successful bidder's refusal or failure to do so, the cash, check or bond, as the case may be, shall be forfeited to the City pursuant to Public Contract Code section § 20172, except as provided in Public Contract Code section § 20174. Under Section § 20174, if the lowest responsible bidder fails or refuses to execute a contract, the City may award it to the next lowest responsible bidder; if it does so, the amount of the lowest bidder's security shall be applied by the City to the difference between the lowest and next lowest bid, and the surplus, if any, shall be returned to the lowest bidder. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required.

### **QUANTITIES APPROXIMATE:**

Quantities shown on the Bid Sheet, are an estimate included in the Special Provisions, or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished or to

omit any such item or portion, in accordance with the Plans, the Specifications and other Contract Documents, without in any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.

**ADDENDA:** The Director of Public Works may, from time to time, issue addenda to the Plans, the Specifications and/or other Contract Documents during the period of advertising for bids.

Parties having obtained from the City the bid documents for the project shall be notified of and furnished with copies of such addenda, either by certified mail, fax transmittal, or personal delivery, during the period of advertising at no additional cost.

**Addenda will not be issued within 72 hours prior to the bid opening.**

**DISCREPANCIES IN PROPOSALS:** The bidder shall set forth for each item of work, in clearly legible figures, a unit or line item bid for the item in the respective space provided for this purpose.

In case of a discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

**COMPETENCY OF BIDDERS:** In selecting the lowest responsible bidder, consideration will be given not only to the

financial standing, but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" found herein. No agreement for the work will be executed with a contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code, and with any applicable specific licensing requirements required by this project as specified in the Contract Documents. The licensing requirements for contractors shall also apply to subcontractors.

**DISQUALIFICATION OF BIDDERS:**

No person, firm, or corporation shall be allowed to make, file or be interested in more than one bid for the same work, unless alternate bids are specifically called for. A person, firm or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. If there is a reason to believe that collusion exists among the bidders, all bids will be rejected.

**RETURN OF BID SECURITY:** The successful bidder's security shall be held until the Contract is executed. Bidders' security shall be returned to unsuccessful bidders within a reasonable time but not in excess of 60 calendar days after the successful bidder has signed the Contract.

**AWARD OF CONTRACT:** The City reserves the right to reject any or all bid proposals or any parts thereof or to waive any irregularities or informalities in any bid proposal or in the bidding. The award of the Contract, if made, will be to the lowest responsible bidder. Such award will be within ninety calendar days after the opening of the bid proposals, except that the award may be made after said period if the successful bidder has not given the City written notice of the withdrawal of his bid.



**LISTING SUBCONTRACTORS:** Each bidder shall submit a list of the proposed subcontractors on this project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section § 4100 et seq.) A form for this purpose is found herein.

**EXECUTION OF AGREEMENT:** The bidder to whom award of the work is made shall execute a written contract with the City in the form included in these contract documents and shall secure all insurance and bonds as herein provided within fourteen calendar days from the date of mailing of written notice of the award. Failure or refusal to enter into the agreement or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the bidder's security. In the event the bidder to whom an award is made fails or refuses to execute the Agreement within said time, the City may declare the bidder's security forfeited, and it may award the work to the next lowest responsible bidder, or may call for new bids. Where the City awards the work to the next lowest responsible bidder, pursuant to Public Contract Code section § 20174, the amount of the lowest bidder's security shall be applied to the difference between the lowest and next lowest bid and the surplus, if any, shall be returned to the lowest bidder. If the second lowest responsible bidder fails or refuses to execute the contract, the City may award the work to the third lowest responsible bidder pursuant to section § 20174.

**INSURANCE AND BONDS:** The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. The successful Contractor shall also furnish two (2) bonds required by the State Contract Act. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the

Contractor, and the other said bond shall secure the payment of claims for labor and material.

**INTERPRETATION OF PLANS AND DOCUMENTS:** If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, Plans, Specifications or other Contract Documents, or finds discrepancies in or omissions from such documents, he may submit to the Director of Public Works a written request for an interpretation or correction. The person submitting the request will be responsible for its prompt delivery. The Contractor shall deliver all requests a minimum of one week before the bid opening. No requests will be accepted or considered after that time. Any interpretation or correction of the Contract Documents will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of the bid documents. No oral interpretation of any provision in the Contract Documents shall be binding.

**OTHER REQUEST FOR INFORMATION:** Phone calls will not be accepted by the City concerning the project 72 hours prior to the bid opening.

**SALES AND/OR USE TAXES:** Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, state or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

**CONTRACT DOCUMENTS:** The Contract Documents consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, the successful contractor's bid proposal and bid sheet, Contractor's Industrial Safety Record, Non-Collusion Affidavit, List of Subcontractors, Bidder's Bond to Accompany Proposal, Information Required of Bidder, Bid Security Forms, any and all addenda to the contract documents distributed prior to the bid opening date,

Insurance Requirements for the City, Performance Bond, Payment (labor and material) Bond, Worker's Compensation Certification and Certificate of Insurance, Public Works Contract, Warranty Bond (as applicable), Plans, details, standard drawings, applicable permits, notices and affidavits, the Specifications (including the Standard Specifications and the General and Special Provisions), Equal Employment Opportunity Certification, Debarment and Suspension Certification, Non-Lobbying Certification, Disclosure of lobbying Activities, Local Agency Bidder-DBE Information, Federal Contract Provisions, Federal Wage Rates and any and all applicable addenda or supplemental agreements.

**PLANS AND STANDARD DRAWINGS:**

The location of the work, the general nature and extent of the work and the forms and details of the various features of the work are shown on the Plans. When referenced in the Contract Documents, Plans shall include the construction plans and standard drawings.

**FAIR EMPLOYMENT PRACTICES:**

The Contractor shall complete and enclose with his bid the compliance report attached to the proposal, stating that the Contractor will pursue an affirmative course of action as required by the affirmative action guidelines.

As set forth in Labor Code section § 1735, no discrimination shall be made in the employment of persons upon public works projects because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons, except as provided in Government Code section § 12940. Every contractor for public works violating this provision is subject to all of the penalties imposed for a violation of Labor Code Div. 2, Part 7, Chapter 1.

**DISADVANTAGED BUSINESS ENTERPRISES (DBEs):** Where a project is funded in whole or in part with federal Department of Transportation funds, City and Contractor shall comply with all applicable provisions of Title 49, Part 23, Code of Federal Regulations ("Participation by Minority Business Enterprise in Department of Transportation Programs") and Chapter 2.5 (commencing with Section 2050) of Part 1 of Division 2 of California Public Contract Code ("Certification of Minority and Women Business Enterprises").

**PAYMENT**

In accordance with Public Contract Code Section 20104.50, payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified and approved by the City Engineer, submitted in accordance therewith, based on labor and materials incorporated into said work during the proceeding month by the Contractor. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety five percent (95%) of the contract at time of completion. Final payment (retention) to be made thirty-five (35) days subsequent to filing of Notice of Completion.

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY EACH BIDDER  
(BOOK I)**

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- ✓ Bid Proposal
- ✓ Bid Sheet
- ✓ Information Required of Bidder
- ✓ References & Essential Requirements for Qualification
- ✓ Designation of Sureties
- ✓ Acknowledgment of Addenda
- ✓ Contractors' Industrial Safety Record
- ✓ Non-Collusion Affidavit
- ✓ List of Subcontractors
- ✓ Bid Bond
- ✓ Mandatory Pre-Bid Site Inspection Certification

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY AWARDEE  
(BOOK II)**

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- ✓ Performance Bond(s)
- ✓ Payment (Labor and Material) Bond
- ✓ Insurance Requirements for CITY OF STANTON
- ✓ Workers' Compensation Certification
- ✓ All Certificates of Insurance
- ✓ Public Works Contract
- ✓ Warranty Bond (as appropriate)
- ✓ Statement Acknowledging Penal and Civil Penalties Concerning Contractor's License Laws

# BID PROPOSAL

Bidders Name C.S. legacy Construction, Inc.

## TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is Bidders Bond (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond" in the form furnished by the City", as the case may be) in the amount of \$10% Bid Bond an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

# BID SHEET

## Community Center and Civic Center Accessibility Improvement Project

BIDDERS NAME: C.S. Legacy construction, Inc.  
PRINT or Type

### Community Center and Civic Center- Bid Table A

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	MOBILILATION	1	LS	53,932	53,932 <sup>00</sup>
2	DEMOLITION & REMOVAL (Per Sheets LD1. & LD.2)	1	LS	58,708	58,708 <sup>00</sup>
3	TEMPORARY CONSTRUCTION FENCING	500	LF	4.23	2115 <sup>00</sup>
4	GRADING & DRAINAGE IMPROVEMENTS (Per Sheets G.1 & G.2)	1	LS	58,198	58,198 <sup>00</sup>
5	ELECTRICAL	1	LS	76,202	76,202 <sup>00</sup>
6	AC PAVING REPAIR	1	LS	14,152	14,152 <sup>00</sup>
7	FED EX DROP-OFF BOX INSTALLATION	1	LS	300.00	300 <sup>00</sup>
8	CONCRETE CURB RAMP PER STD. PLAN 111-5, CASE C	1	EA	3930.00	3930 <sup>00</sup>
9	CONCRETE CURB PER STD. PLAN 120-2, A1-6	109	LF	36.00	3924 <sup>00</sup>
10	CONCRETE CURB & GUTTER PER STD. PLAN 120-2, A2-8, (W=18")	71	LF	37.00	2627 <sup>00</sup>
11	COLOR CONCRETE FLATWORK (5 1/2")	3,920	SF	21.00	82,320 <sup>00</sup>
12	COLOR CONCRTE FLATWORK OVER 10" CMB	1,090	SF	28.00	30,520 <sup>00</sup>
13	COLOR CONCRETE BAND - 8" wide	190	LF	21.00	3990 <sup>00</sup>
14	COLOR CONCRETE BAND - 10" wide	210	LF	26.00	5460 <sup>00</sup>
15	COLOR CONCRETE BAND - 16" wide	19	LF	36.00	684 <sup>00</sup>
16	COLOR CONCRETE BAND - 24" wide	20	LF	35.00	700 <sup>00</sup>
17	ARCHITECTURAL PAVING STONES	1,525	SF	28.44	43,371 <sup>00</sup>
18	PERMEABLE CONCRETE PAVERS	1,150	SF	25.00	28,750 <sup>00</sup>
19	DETECTABLE WARNING DOMES (Detail 3, Sheet CD.2)	1	LS	30,714	30,714 <sup>00</sup>
20	STEPS & HANDRAILS (Detail 16, Sheet CD.1)	1	LS	9454	9454 <sup>00</sup>
21	RAISED STONE EDGING (Detail 2, Sheet CD.2)	165	LF	269 <sup>00</sup>	44,385 <sup>00</sup>
22	BENCH (Detail 3, Sheet CD.3)	5	EA	2576 <sup>00</sup>	12,880 <sup>00</sup>
23	COMMUNITY MESSAGE BOARD -Precast	1	LS	33,030 <sup>00</sup>	33,030 <sup>00</sup>

56,884      56,884<sup>00</sup>

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
	Segments P3.1 & P3.2 (Detail 1, Sheet CD.4)				
24	DIRECTIONAL SIGN -Precast Segments P7.1, P7.2 & P7.3. (Detail 1, Sheet CD.3)	1	LS	28,505 <del>27,096.95</del>	28,505 <del>27,096.95</del>
25	LOW WALL-Precast Segments P5.1, P5.2 & P5.3 (Detail 2, Sheet CD.5)	1	EA	57,707	57,707 <sup>00</sup>
26	DECORATIVE METAL SCREENING (Detail 4 & 5, Sheet CD.2)	1	LS	45,327	45,327 <sup>00</sup>
27	PRECAST COLUMN & CAP- Precast Segments P8.1 & P8.2 (Detail 15 & 16, Sheet CD.1)	1	LS	21,332	21,332 <sup>00</sup>
28	LITTER RECEPTACLE	3	EA	1,044	3,132 <sup>00</sup>
29	MONUMENT BOLLARDS (Detail 2, Sheet CD.4)	1	LS	62,844 <del>37,482.95</del>	62,844 <sup>00</sup> <del>37,482.95</del>
30	SEATWALL -Precast Segments P5.1, P5.2, P5.3 & P6.1 (Detail 2, Sheet CD.5)	1	EA	27,566	27,566 <sup>00</sup>
31	PLANTER RING - Precast Segments P4.1, P4.2, P4.3 & P6.1 (Detail 1 & 3, Sheet CD.5)	1	EA	23,737	23,737 <sup>00</sup>
32	LINEAR PEDESTAL - Precast Segments P2.1, P2.2, P2.3 (Detail 2 & 3, Sheet CD.3)	1	EA	44,973	44,973 <sup>00</sup>
33	PRECAST CONTAINER C1 (42" x48")	4	EA	6,024	24,096 <sup>00</sup>
34	PRECAST CONTAINER C2 (48"x18")	3	EA	5,189	15,567 <sup>00</sup>
35	PRECAST CONTAINER C3 (36"x18")	2	EA	4,801	9,602 <sup>00</sup>
36	LANDSCAPE BOULDERS	1	LS	10,000	10,000 <sup>00</sup>
37	RUBBLE-ROCK (6"-10")	11	TN	626 <sup>00</sup>	6,886 <sup>00</sup>
38	BIKE RACK	3	EA	1005	3015 <sup>00</sup>
39	FLAGPOLE	1	EA	24,384	24,384 <sup>00</sup>
40	SOIL PREPARATION & FINE GRADING	7,400	SF EA <sup>00</sup>	.61	4,514 <sup>00</sup>
41	WEED ABATEMENT	7,400	SF EA <sup>00</sup>	.23	1,702 <sup>00</sup>
42	AUTOMATIC IRRIGATION SYSTEM	1	LS	26,867	26,867 <sup>00</sup>
43	TREE - 72" box	1	EA	14,486	14,486 <sup>00</sup>
44	TREE - 48" box	3	EA	2,601	7,803 <sup>00</sup>
45	TREE - 36" box	5	EA <sup>00</sup>	675 <sup>00</sup>	3,375 <sup>00</sup>
46	SHRUB - #15	40	EA	106 <sup>00</sup>	4,240 <sup>00</sup>
47	SHRUB - #5	113	EA	21 <sup>00</sup>	2,373 <sup>00</sup>
48	SHRUB - #1	616	EA	16 <sup>00</sup>	9,856 <sup>00</sup>
49	TURF - SOD	1,650	SF	2 <sup>00</sup>	3,300 <sup>00</sup>
50	WOOD MULCH - 2" layer	34	CY	55 <sup>00</sup>	1,870 <sup>00</sup>
51	NINETY (90) DAYS MAINTENANCE	1	LS	11,615	11,615 <sup>00</sup>

**Total Base Bid A**  
**in NUMBERS:** \$ 1,120,874<sup>00</sup>

**Total Base Bid A**  
**in WORDS:** One million one hundred twenty thousand eight hundred  
Seventy-four dollars and no Cents

### Library Center Improvements - Bid Table B

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	MOBILIZATION	1	LS	16,051 <sup>00</sup>	16,051 <sup>00</sup>
2	DEMOLITION & REMOVAL (Per Sheet LD.2)	1	LS	4216 <sup>00</sup>	4216 <sup>00</sup>
3	TEMPORARY CONSTRUCTION FENCING	400	LF	4.23	1,692 <sup>00</sup>
4	SOIL PREPARATION & FINE GRADING	2,950	SF EA <sub>65</sub>	.40	1,180 <sup>00</sup>
5	WEED ABATEMENT	2,950	SF EA <sub>65</sub>	.22	649 <sup>00</sup>
6	AUTOMATIC IRRIGATION SYSTEM	1	LS	10,986 <sup>00</sup>	10,986 <sup>00</sup>
7	TREE - 48" box	3	EA	2601 <sup>00</sup>	7803 <sup>00</sup>
8	TREE - 36" box	2	EA <sub>LS<sub>65</sub></sub>	684 <sup>00</sup>	1368 <sup>00</sup>
9	SHRUB - #15	20	EA	106 <sup>00</sup>	2120 <sup>00</sup>
10	SHRUB - #5	69	EA	21 <sup>00</sup>	1449 <sup>00</sup>
11	SHRUB - #1	244	EA	16 <sup>00</sup>	3904 <sup>00</sup>
12	WOOD MULCH - 2" layer	18	CY	54 <sup>00</sup>	972 <sup>00</sup>
13	NINETY (90) DAYS MAINTENANCE	1	LS	5808 <sup>00</sup>	5808 <sup>00</sup>

**Total Base Bid B**  
**in NUMBERS:** \$ 58,198<sup>00</sup>

**Total Base Bid B**  
**in WORDS:** Fifty-eight thousand one hundred ninety-eight Dollars  
and no Cents

<b>Grand Total Base Bid A + B in NUMBERS:</b>	\$ 1,179,072.00
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<b>Grand Total Base Bid A + B in WORDS:</b>	one million one hundred seventy-nine thousand Seventy-two dols and no cents	Dollars Cents
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**BID ADDITIVE No. 1 - Over Head Structure**

#	DESCRIPTION	QUANTITY	UNIT QTY.	UNIT PRICE (Numbers)	TOTAL (Numbers)
A.1	The costs for the following items will be considered included in bid additive No. 1 and not in the base bid. Furnish and install the Overhead Structures per construction plan Sheet A.1.0, A.1.2 and A.1.3.	4	EA	<del>55,435<sup>01</sup></del> RAD 158,095 <sup>02</sup>	<del>621,740<sup>03</sup></del> RAD 632,380 <sup>02</sup>

<b>Total Bid Additive No. 1 in NUMBERS:</b>	\$ <del>621,740<sup>03</sup></del> 632,380 <sup>02</sup>
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<b>Total Bid Additive No. 1 in WORDS:</b>	Six hundred thirty two thousand three hundred and no Eighty	Dollars Cents
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NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in its best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.


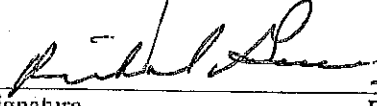


The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. - 826870, Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder		
C.S. legacy construction, Inc.		
Business Address		
1401 S. East End Ave. Pomona, CA 91766		
Business Tel. No.		
909.590.2626		

Signature		Date	2/28/18	Title	President - Gregg Strumpf
Signature		Date	2/28/18	Title	Secretary - Richard Gonzales
Signature		Date		Title	

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES )

On FEBRUARY 28, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared GREGG STRUMPF  
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.

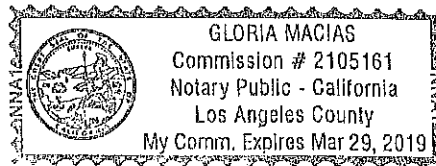
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gloria Macias

(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES )

On FEBRUARY 28, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared RICHARD GONZALES  
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.

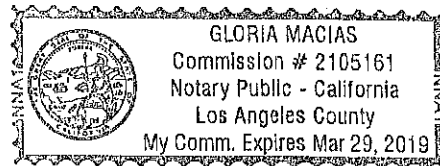
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gloria Macias

(Seal)



## INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: C.S. Legacy Construction, Inc.

Business Address: 1461 S. East End Ave. Pomona, CA 91766

Telephone and Fax Number: 909.590.2020 / 909.590.3778

California State Contractor's License No. and Class: 826870 A, B, C-27  
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 10/29/03 Expiration Date: 10/31/19

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Gregory Strumpf. President

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
<u>Gregory Strumpf</u>	<u>President</u>	<u>1461 S. East End Ave</u>	<u>909.590.2020</u>
		<u>Pomona, CA 91766</u>	

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

NA

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

NA

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

Long Beach Community College

4901 Carson St. Long Beach, CA 90808

Margie Padron 562-938-4947

Briefly summarize the parties' claims and defenses;

C.S. Legacy Const. has gone thru arbitration with LBCC District on or about September 2015. Arbitration awarded to C.S. Legacy Const. Inc. Various Lawsuits from Subcontractors only. Due to disagreements on contract values for each one. No Lawsuits from or against any owners other than LBCC which is

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome. C closed.

American Arbitration Association / C.S. Legacy Const. Inc. prevailed

Have you ever had a contract terminated by the owner/agency? If so, explain.

Yes, China Hills State Park + Valley College. C.S. Legacy Const. The State of CA + Valley College District had agreed faith dispute. The projects were terminated for conveniences.

Have you ever failed to complete a project? If so, explain.

NO

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

Yes, China Hills State Park + Valley College. C.S. Legacy Const + The State of CA + Valley College District had agreed faith dispute. The projects were terminated for conveniences.

Have you or any owners, officers or partners ever been liable in a civil suit for making any false claim or material misrepresentation to a public agency?

NO

Has your firm, owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

NO

For any projects you have been involved with in the last 5 years did you have any claims or actions:  
Circle One

1. By you against the owner?  
☒ Yes / ☐ No
2. By the owner against you?  
☒ Yes / ☐ No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)  
☐ Yes / ☒ No
5. By Subcontractors (Stop Notices, etc.)  
☒ Yes / ☐ No
6. Are any claims or actions unresolved or outstanding? Yes ☒ No

If yes to any of the above, explain. (Attach additional sheets, if necessary)

#1+2 Against Long Beach C.D. for payment of withheld monies. College District claimed some defective work + were withholding funds from C.S. Legacy Const. / C.S. Legacy Const. took action against LBCC in arbitration + was the prevailing party. Case is closed.  
#4 various subcontractors who we had disagreements + filed stop notices on a few various projects as well as submitted complaints to CSLB.  
Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*See attached*  
(Signature of Notary Republic)

(SEAL)

*Gregory Strumpf*  
(print name of Owner or  
President of Corporation/Company)

(Signature)

(Title)

(Date)

*2/28/18*

*Richard Gonzalez*  
(Signature of Secretary of Corporation)

*Richard Gonzalez - Secretary*

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES

On FEBRUARY 28, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared RICHARD GONZALES  
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.

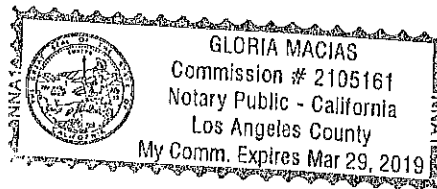
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Gloria Macias

(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of LOS ANGELES )

On FEBRUARY 28, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared GREGG STRUMPF  
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.

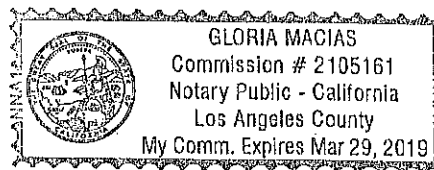
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Gloria Macias*

(Seal)





# REFERENCES & ESSENTIAL REQUIREMENTS FOR QUALIFICATION

(Contractor must use this form!!! Please print or type).

Bidders Name C.S. Legacy Construction, Inc.

**FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE  
AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.**

Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is "no."

Contractor will be immediately disqualified if the answer to any of questions 4, 5, or 6 is "yes."

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.  
☒ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.  
☒ Yes ☐ No
3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
☒ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees
4. Has your contractor's license been revoked at any time in the last five years?  
☐ Yes ☒ No
5. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
☐ Yes ☒ No
6. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?  
☐ Yes ☒ No

## RECENT CONSTRUCTION PROJECTS COMPLETED

Contractor shall provide information about its five largest most recently completed public works projects within the last five years. Names and references must be current and verifiable.

1

Project Name Kellogey Park  
Project Location 806 N. Ventura Ave. Ventura, CA  
Project Description Park Improvement  
Approximate Construction Dates From to 5/2017 - 1/2018  
Agency Name Trust for Public Land  
Contact Person Dicine Silva Telephone (323) 223-0441  
Original Scheduled Completion Date 1/2018 Actual Date of Completion 1/2018  
Original Contract Amount \$ 2,044,438.00 Final Contract Amount \$ 2,355,006.00

If final amount is different from original, please explain (change orders, extra work, etc.)

Extra Work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

2

Project Name Civic Center Conservation Park  
Project Location 303 East B. St. Ontario, CA  
Project Description Civic Center/Park Improvement  
Approximate Construction Dates From to 1/2015 - 9/2015  
Agency Name City of Ontario  
Contact Person Carolyn Bell Telephone (909) 395-2422  
Original Scheduled Completion Date 9/2015 Actual Date of Completion 9/2015  
Original Contract Amount \$ 1,985,083.00 Final Contract Amount \$ 2,241,314.00

If final amount is different from original, please explain (change orders, extra work, etc.)

Extra Work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

3

Project Name Paramount Blvd. Urban Renovations

Project Location 15926 Colorado Ave. Paramount, CA

Project Description Street + Sidewalks Improvements

Approximate Construction Dates From to 1/2016 - 8/2016

Agency Name City of Paramount

Contact Person Bill Paget Telephone (562) 220-2108

Original Scheduled Completion Date 8/2016 Actual Date of Completion 8/2016

Original Contract Amount \$ 3,316,409.95 Final Contract Amount \$ 3,906,634.10

If final amount is different from original, please explain (change orders, extra work, etc.)

Extra Work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

4

Project Name Lynwood Linear Park

Project Location Fernwood Ave. from Birch St. to Atlantic Ave. Lynwood, CA

Project Description Park Improvement

Approximate Construction Dates From to 12/2014 - 10/2015

Agency Name City of Lynwood  
Contact Person Elias Saikaly Telephone (310) 628. 3258  
Original Scheduled Completion Date 10/2015 Actual Date of Completion 10/2015  
Original Contract Amount \$ 4,683,273.00 Final Contract Amount \$ 4,750,705

If final amount is different from original, please explain (change orders, extra work, etc.)

Extra work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO

5  
Project Name Moreno Valley H.S. Fencing  
Project Location 23300 Cottonwood Ave. Moreno Valley, CA 92553  
Project Description High School Fencing + Dugouts Imp.  
Approximate Construction Dates From to 7/2016 - 5/2017  
Agency Name Moreno Valley U.S.D.  
Contact Person Josie H. Ripoly Telephone (951) 571. 7500  
Original Scheduled Completion Date 5/2017 Actual Date of Completion 5/2017  
Original Contract Amount \$ 2,564,296.00 Final Contract Amount \$ 2,564,296.00

If final amount is different from original, please explain (change orders, extra work, etc.)

NA

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

NO



C.S. LEGACY  
CONSTRUCTION, INC.

Please Reference Page 20

**Jack Bulik Courtyard**

City of Fontana  
16489 Orange Way  
Fontana, Ca 92335  
Contact: Luis Villalobos  
909-350-6696  
Completed 5/2017  
\$566,583.00

**Ridgecrest Corp. Yard**

City of Ridgecrest  
100 W. California Ave  
Ridgecrest, Ca 93555  
Contact: Mike Bustos  
760-499-5083  
Completed 5/2016  
Original Contract \$869,734.00

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

**Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.**

*please find attached*

## Gregg Strumpf

### Experience

11/2003 – Present	C.S. Legacy Construction, Inc. President/Operations Manager Volume \$40 Million
5/2000 – 11/2003	TERRA-CAL Construction, Inc. President/Operation Manager Volume \$30 Million
8/98 – 5/2000	TERRA-CAL Construction Inc. Vice President/Operations Manager -Baldwin Park, CA Volume \$20 Million
8/97 – 8/98	Valley Crest Inc. Branch Manager – Atlanta, Georgia Annual Volume \$20 Million
7/86 – 8/97	TERRA-CAL Construction Inc. Vice President / Project Manager General Superintendent Superintendent
5/85 – 7/86	Cavecche Engineering & Construction Co. Superintendent – Los Alamitos , CA
3/81 – 4/85	Noel Construction Foreman – Holmdel, N.J.

### Education:

December 1997	Pepperdine University Executive Masters of Business Administration	Malibu ,CA
February 1985	Bernard M. Baruch College, The City University of New York Bachelor Degree of Business Administration Major: Business Management Minor: Public Administration	New York, N.Y.

## RESUME

RAMON PRECIADO

1973 – 1979 - Landscape Nursery  
Job Title - Driver

1979 – 1985 Moulder Bros. (Public Works Contractor)  
Job Title - Laborer  
Teamster  
Foreman

1985 – 2003 - Terra-Cal Construction (\$30 million Public Works Contractor)  
Job Title - Laborer  
Foreman  
General Superintendent (over 100 employees)

2003 – Present - C.S. Legacy Construction (\$40 million Public Works Contractor)  
Job Title - General Superintendent (over 70 employees)



## DESIGNATION OF SURETIES

Bidders name C.S. Legacy construction, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

Reed Surety Bonds + Insurance  
531 E. Chapman Ave. (Suite E)  
Orange, CA 92866  
855.736.0030  
Insurance + Bonds for this Project.

## ACKNOWLEDGEMENT OF ADDENDA

Bidders name C.S. Legacy Construction, Inc.

The bidder shall signify receipt of all Addenda here, if any:

[illegible]

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name C.S. legacy construction, Inc.

Record Last Five (5) Full Years


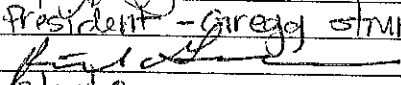
Current Year of Record

	Current Year of Record	2017	2016	2015	2014	2013	Total	Year
No. of contracts	2	13	17	12	21	7	72	2
Total dollar Amount of Contracts (in Thousands of \$)	3,000,000	18,000,000	20,000,000	16,000,000	20,000,000	23,000,000	108,000,000	3,000,000
No. of fatalities	0	0	0	0	0	0	0	0
No. of lost Workday Cases	0	21	180	187	24	25	439	0
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0	0

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder C.S. legacy construction, Inc.  
 Business Address: 1401 S. East End Ave. Pomona, CA  
 Business Tel. No.: 909-590-2424  
 State Contractor's License No. and Classification: 826870 A, B, C-27  
 Title President

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder	
Date	2/28/18
Title	President - Gregory Strumpf
Signature of bidder	
Date	2/28/18
Title	Secretary - Richard Gonzales
Signature of bidder	
Date	
Title	
Signature of bidder	
Date	
Title	

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

## ACKNOWLEDGMENT

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State of California  
County of LOS ANGELES

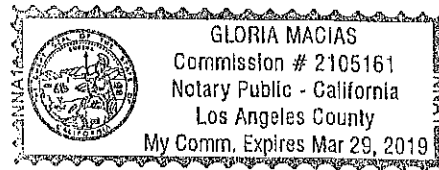
On FEBRUARY 28, 2018 before me, GLORIA MACIAS, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared GREGG STRUMPF  
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.

Signature *Gloria Macias* (Seal)



# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** March 13, 2018

**SUBJECT: HISTORICAL SOCIETY**

### **REPORT IN BRIEF:**

At the request of Mayor Shawver, this report provides information on the process of establishing a Stanton Historical Society.

### **RECOMMENDED ACTION:**

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. City Council receive and file report and provide staff direction.

### **BACKGROUND:**

At the January 9, 2018 City Council meeting, Mayor Shawver requested staff research the feasibility of creating a Historical Society in the City of Stanton. Historical/Preservation Societies are defined as organizations dedicated to preserving, collecting, researching and interpreting historical information or items.

### **ANALYSIS/JUSTIFICATION:**

While conducting research, staff had the opportunity to speak with representatives from eight historical societies in Orange County, including: Anaheim, Buena Park, Brea, Costa Mesa, Dana Point, Garden Grove, Irvine and Tustin. Of the eight societies surveyed, all are independent of the City in which they are located and are operated by volunteers. The volunteers raise money to operate their societies and/or museums with fund raising events, membership dues and donations.

It was estimated by a volunteer from the Costa Mesa Historical Society, it takes 6,000 hours to operate the museum and keep archives up to date. Most of the societies have been in operation for over 30 years, with formation dates ranging from 1966-1987. All of the societies are non-profits and over half were formed when a local resident or community member donated some type of land or structure.

If City Council decides to move forward with the formation of a historical society, there are some basic procedures to complete, including:

- Forming a Historical Committee comprised of volunteers and task the Committee to create goals and objectives and then recommendations on how to move forward.
- Find interested volunteers who would be able to create and maintain an online museum (volunteers scan pictures and historical documents for the public to view and use), and finally utilize interested volunteers and form a Historical Society. There are many websites that have information on how to form a local Historical Society and most give a time frame from start to actual implementation of six months to a year.

Some big picture items to consider would be marketing to secure at least 6-10 volunteers who are passionate about Stanton and willing to donate their time; timing (possibly start when the City is celebrating a milestone, beginning of the year, community mood, etc...); publicity to obtain community support and secure additional volunteers (every society that was called, said they needed additional volunteers); membership and dues; incorporation; equipment/supplies to archive; by-laws and finally a site to meet.

After options are discussed and recommendations are made, staff will move forward with City Council's decision.

#### **FISCAL IMPACT:**

Pending City Council's recommendation, possible fiscal impact would be staff time.

#### **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

#### **LEGAL REVIEW**

None.

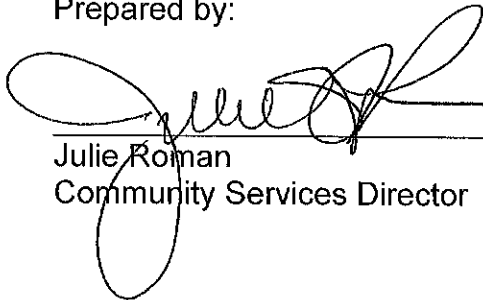
**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

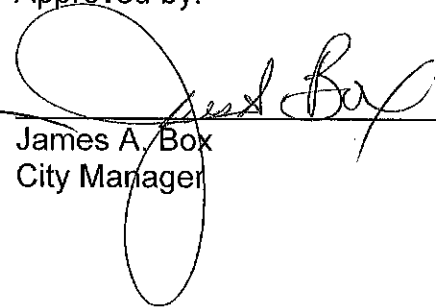
**STRATEGIC PLAN COMPONENT ADDRESSED:**

This item could be included in Strategic Plan Goal #5 to Provide a High Quality of Life.

Prepared by:

  
\_\_\_\_\_  
Julie Roman  
Community Services Director

Approved by:

  
\_\_\_\_\_  
James A. Box  
City Manager