



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, APRIL 24, 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: 2

**5. CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

**6. ROLL CALL** Agency/Authority Member Donahue  
Agency/Authority Member Ethans  
Agency/Authority Member Warren  
Vice Chairman Ramirez  
Chairman Shawver

**7. PLEDGE OF ALLEGIANCE**

**8. SPECIAL PRESENTATIONS AND AWARDS**                      **None.**

**9. 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

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

**RECOMMENDED ACTION:**

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

- 9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated April 5, 2018 and April 12, 2018, in the amount of \$2,020,476.47.

- 9C. MARCH 2018 INVESTMENT REPORT**

The Investment Report as of March 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2018.

- 9D. MARCH 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of March 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2018.

## **9E. MARCH 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

The Investment Report as of March 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2018.

## **9F. EXTENSION OF CONTRACT WITH EMPIRE PIPE CLEANING AND EQUIPMENT, INC. TO PROVIDE SANITARY SEWER AND CATCH BASIN CLEANING SERVICES AT SAME UNIT PRICES**

A contract was awarded to Empire Pipe Cleaning and Equipment, Inc. at the September 8, 2015 City Council meeting to perform sanitary sewer cleaning services on an annual basis. The contract is set to terminate on June 30, 2018. The terms of the contract allow for two one-year extensions at the sole discretion of the City. Staff recommends the award of the first extension for the period of July 1, 2018 to June 30, 2019.

### **RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities; and
2. Approve a contract extension to the firm of Empire Pipe Cleaning and Equipment, Inc. to perform sanitary sewer cleaning services for the first of two allowable contract renewals at identical unit prices.

**9G. APPROVAL OF RESOLUTION 2018-14 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

To satisfy the accountability requirements of SB-1 Transportation Funding (2017-2018, Beall); the City must adopt a list of projects to be funded with SB-1 funds for FY 2018/19.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve Resolution 2018-14, adopting a list of projects to be funded by SB-1 in FY 2018/19, entitled:

**"RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".**

**9H. APPROVAL OF DEDICATION OF CITY HALL PROPERTY TO BECOME PUBLIC RIGHT OF WAY**

The City desires to dedicate a portion of fee-owned property on which City Hall is located to become public right of way. The attached offer of dedication identifies the specific area, and when executed will transfer the property.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15305 – Minor Alterations in Land Use Limitations; and
2. Authorize the City Manager to execute the attached Offer of Dedication.

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS**                      **None.**

**11. UNFINISHED BUSINESS**              **None.**

**12. NEW BUSINESS**

**12A. AWARD OF CONTRACT FOR CONSTRUCTION OF THE COMMUNITY CENTER FENCING PROJECT TO QUALITY FENCE COMPANY, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The bids for the construction of the Community Center Fencing Project were opened April 9, 2018. Based on the post-bid analysis of the six (6) bids received, staff recommends the bid submitted by Quality Fence Company, Inc. to be the lowest responsive and responsible bid at \$59,000.

A budget adjustment is needed to allocate funds for the installation of new fencing at the Community Center. This project will provide our residents a safer way to enjoy all the activities and playground our Community Center offers.

**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. Award a construction contract for the Community Center Fencing Project to the lowest responsive and responsible bidder, Quality Fence Company, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and Quality Fence Company, Inc. in a contract for the construction of the Community Center Fencing Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and;
5. Approve Budget Adjustment No. 2018-26 to appropriate \$64,900 to the Community Center account of the Capital Projects Fund for this project.

### **13. 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.

### **14. WRITTEN COMMUNICATIONS                      None.**

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

#### **15A. 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.

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

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

**15C. 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

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

**17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

**17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

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

**18. 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 19<sup>th</sup> day of April, 2018.

s/ Patricia A. Vazquez, City Clerk/Secretary

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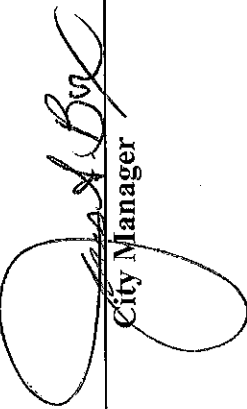


**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**


April 5, 2018	\$1,013,129.11
April 12, 2018	\$1,007,347.36

\$2,020,476.47
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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.

  
\_\_\_\_\_  
Assistant City Manager

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** April 24, 2018

**SUBJECT: MARCH 2018 INVESTMENT REPORT**

### **REPORT IN BRIEF:**

The Investment Report as of March 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2018.

### **BACKGROUND:**

The attached reports summarize the City investments and deposit balances as of March 2018. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

### **ANALYSIS:**

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2018 was 1.52%. The effective yield on CAMP for the month of March 2018 was 1.62%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 1.97%. Including LAIF, CAMP, and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 1.99%, which exceeds the benchmark LAIF return of 1.52%.

The weighted average maturity of the City's investments on March 2018 is 1,006 days. Including LAIF and a money market account, it is 1,023 days. LAIF's average maturity

on March 31, 2018 was approximately 183 days.

The City has exceeded the LAIF benchmark return by increasing the weighted average maturity. With a weighted average maturity of 2.80 years, the City is well within the investment policy restriction of 3.5 years.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$26.6 million portfolio with \$25.5 million in investments with safekeeping with Bank of the West.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

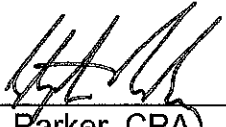
**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

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

Approved:

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

**Attachments:**

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

**CITY OF STANTON, CA**  
**INVESTMENTS AND DEPOSITS**  
**March 31, 2018**

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion <sup>1</sup>	State of California	On Demand	1.52%	\$ 7,496,216	\$ (3,540,492)	-14.09%	\$ (3,540,491)	LAIF
CAMP - City portion <sup>1</sup>	PFM Asset Management	On Demand	1.62%	\$ 3,001,374	\$ 3,001,374	11.94%	\$ 3,001,374	PFM
Investments <sup>2</sup>	Various	Various	Various	\$ 25,474,203	25,483,901	101.40%	25,069,601	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,242	186,242	0.74%	186,242	Bank of the West
Subtotal - Investments					\$ 25,131,025	100.00%	\$ 24,716,727	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 1,307,940		\$ 1,307,940	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	127,168		127,168	Bank of the West
Subtotal - Deposits					\$ 1,435,108		\$ 1,435,108	

Total Cash Investments and Deposits <sup>3</sup>

1,023	1.99%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 26,566,133

\$ 26,151,834

<sup>1</sup> Par Value amount represents entire LAIF and CAMP balances, including City, Successor Agency and Housing Authority portions

<sup>2</sup> Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31

<sup>3</sup> Weighted average maturity and yield calculations include LAIF, CAMP, Investments and Money Market Account

**NOTES:**

The City's portfolio is in compliance with the City's 2017-18 Investment Policy.

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

**CITY OF STANTON  
INVESTMENTS  
MARCH 2018**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
<b>U.S. Government Agency Securities:</b>											
Chandler Asset Management	FNMA	313560UE8	1.20%	1.13%	100.42	9/30/2015	10/19/2018	NC	195,000	195,014	194,062
Chandler Asset Management	FNMA	313560G72	1.17%	1.13%	99.39	10/30/2015	12/14/2018	NC	195,000	194,709	193,731
Chandler Asset Management	FHFB	3133782M2	1.16%	1.50%	101.23	02/01/16	03/08/19	NC	185,000	186,930	183,897
Chandler Asset Management	FFCB	3133EGGA1	1.06%	1.05%	100.01	10/25/16	06/03/19	NC	200,000	200,010	197,256
Chandler Asset Management	FHLMC	3137EADM8	1.25%	1.25%	99.15	08/31/15	10/02/19	NC	190,000	183,394	187,152
Chandler Asset Management	FHFB	3130A0UR2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,698	200,168
Chandler Asset Management	FNMA	313560UD75	1.27%	1.50%	100.90	2/24/2016	6/22/2020	NC	200,000	201,982	196,130
Chandler Asset Management	FNMA	313560F73	1.50%	1.50%	100.36	1/20/2016	11/30/2020	NC	190,000	190,035	185,518
Chandler Asset Management	FNMA	3130A0U05	1.49%	1.88%	102.18	2/1/2016	12/11/2020	NC	185,000	188,349	182,308
Chandler Asset Management	FNMA	313560H55	1.50%	1.88%	102.11	1/20/2016	12/28/2020	NC	190,000	193,386	187,268
Chandler Asset Management	FHFB	3130A7CV5	1.46%	1.38%	99.77	02/17/16	02/18/21	NC	210,000	209,166	203,876
Chandler Asset Management	FNMA	313560U20	1.31%	1.38%	100.01	4/12/2016	2/26/2021	NC	200,000	200,630	193,918
Chandler Asset Management	FHFB	313382K69	1.53%	1.75%	101.72	03/23/16	03/12/21	NC	190,000	192,005	186,301
Chandler Asset Management	FHFB	3130A7PV1	1.35%	1.38%	99.80	04/12/16	04/05/21	NC	200,000	200,432	193,826
Chandler Asset Management	FNMA	313560K69	1.23%	1.25%	99.75	8/15/2016	5/6/2021	NC	200,000	200,168	192,780
Chandler Asset Management	FHFB	3130A8QS5	1.28%	1.13%	99.05	08/09/16	07/14/21	NC	190,000	188,596	182,035
Chandler Asset Management	FHLMC	3137EAEFC9	1.24%	1.13%	98.96	08/12/16	08/11/21	NC	200,000	198,898	191,054
Chandler Asset Management	FHFB	313560T45	1.97%	1.88%	99.36	11/30/16	11/29/21	NC	100,000	99,536	97,775
Chandler Asset Management	FNMA	313560T45	1.89%	1.88%	99.78	4/20/2017	4/5/2022	NC	200,000	199,830	194,758
Multi-Bank Securities, Inc.	FHFB	3130ACX1	1.75%	1.75%	100.00	8/23/2017	8/23/2022	8/23/2018	500,000	500,000	493,995
Multi-Bank Securities, Inc.	FHFB	3130AC7K4	1.75%	1.75%	100.00	8/23/2017	9/15/2022	9/15/2018	500,000	500,000	493,110
Multi-Bank Securities, Inc.	FHFB	3130ADKP6	2.10%	2.10%	100.00	2/28/2018	2/28/2023	2/28/2019	500,000	500,000	500,000
First Empire Securities	FHFB	3130ADLH3	2.00%	2.00%	100.00	2/28/2018	2/28/2023	8/28/2018	500,000	500,000	500,000
									5,620,000	5,633,746	5,530,903
<b>Municipal Bonds</b>											
Multi-Bank Securities, Inc.	Brawley CA Pension Obligation Bond	105710AA5	1.52%	1.75%	100.25	7/25/2017	9/1/2018	NC	1,005,000	1,007,462	1,003,412
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	100.63	11/14/2017	7/1/2019	NC	178,080	179,207	177,775
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	100.40	11/22/2017	7/1/2019	NC	1,075,250	1,079,501	1,073,361
First Empire Securities	Coachella Valley CA Unif School District	18894KX77	2.25%	2.89%	101.65	7/24/2017	8/1/2020	NC	250,000	251,875	247,923
Canella & Co., Inc	Banning CA RDA SA TAB	086616AD5	2.02%	1.90%	98.66	9/28/2017	9/1/2020	NC	440,000	447,260	437,765
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	086616AD5	2.02%	1.90%	98.66	9/28/2017	9/1/2020	NC	250,000	249,150	244,125
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	490,935
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,825	346,591
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	252,516
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	220,156
Canella & Co., Inc	Oceanside CA Pension Obligation Bond Taxable	657371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	283,508
Canella & Co., Inc	LA County CA RDA TAB Taxable West Covina	54465AHPO	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,684	391,388
Canella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	351,601
First Empire Securities	Riverside CA Pension Obligation Bond	769038B59	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	488,435
First Empire Securities	Riverside CA Pension Obligation Bond	769038B59	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	234,449
									6,558,280	6,606,334	6,486,063

**Medium-Term Corporate Notes:**

CITY OF STANTON  
INVESTMENTS  
MARCH 2018

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
<b>Mortgage-Backed Securities:</b> First Empire Securities	FNMA DUS Balloon	3138LFAY1	2.030%	1.620%	98.40	8/18/2017	11/1/2021		487,049	479,257	467,149
									487,049	479,257	467,149
<b>Asset-Backed Securities:</b> Chandler Asset Management	Toyota Auto Receivables 2015A	88236WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	2,982	2,982	2,982
Chandler Asset Management	Honda Auto Receivables	43813NAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	4,568	4,567	4,565
Chandler Asset Management	Nissan Auto Receivables	65478WAB1	1.09%	1.07%	99.88	08/02/16	05/15/19	NC	8,591	8,591	8,589
Chandler Asset Management	Toyota Auto Receivables Owner 2016-D	88231LAB3	1.07%	1.06%	99.99	10/04/16	05/15/19	NC	18,649	18,649	18,618
Chandler Asset Management	John Deere Owner Trust	47787XAB3	1.51%	1.30%	99.99	02/22/17	10/15/19	NC	26,516	26,516	26,444
Chandler Asset Management	Nissan Auto Receivables	684747AB0	1.49%	1.47%	100.00	03/21/17	01/15/20	NC	27,565	27,565	27,449
									88,873	88,870	88,645
<b>Subtotal Investments</b> Prior Year Adjustment GASB 31 Investments Held With Bank of the West			1.97% Weighted Average Yield				1,006 WAM	days	25,474,203	25,541,906 (58,005)	25,069,601
									25,474,203	25,483,901	25,069,601
<b>State Treasurer's Pool</b> PFM Asset Management Money Market Acct	Local Agency Investment Fund (LAIF) California Asset Management Program (CAMP) Bank of the West		1.92% Weighted Average Yield				4/1/2018 4/1/2018		7,496,216 3,001,374	-3,540,492 3,001,374	-3,540,491 3,001,374
									186,242	186,242	186,242
<b>Total Investments</b>											
<b>Total Money Market, LAIF and Investments</b>			1.99% Weighted Average Yield	Incl LAIF, Investments and money market			1,023 WAM	days	36,158,035	25,131,025	24,716,727

**CITY OF STANTON**  
**CASH AND INVESTMENT BALANCES BY FUND TYPE**  
**March 31, 2018**

<b>Fund Type</b>	<b>Cash and Investments</b>	<b>Totals</b>
<b>General Fund:</b>		
<b>Pooled</b>	<b>\$ (11,608,169)</b>	
<b>Other Accounts *</b>	<b>25,797,311</b>	<b>\$ 14,189,143</b>
<b>Special Revenue, Capital Projects and Enterprise Funds:</b>		
<b>Gas Tax</b>	<b>1,406,011</b>	
<b>Measure M</b>	<b>584,359</b>	
<b>Fire Emergency Services</b>	<b>(89,622)</b>	
<b>Lighting &amp; Median Maint.</b>	<b>1,750,392</b>	
<b>Sewer Maintenance</b>	<b>3,470,973</b>	
<b>Other</b>	<b>2,327,890</b>	<b>9,501,727</b>
<b>Internal Service Funds</b>		<b>1,453,538</b>
<b>Trust Funds</b>		<b>1,421,725</b>
<b>Total Cash and Investment Balances</b>	<b>\$</b>	<b>26,566,133</b>

\* Money Market, Imprest Accounts, Petty Cash and Investments



# **CITY OF STANTON**

## **REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** April 24, 2018

**SUBJECT:** March 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

### **REPORT IN BRIEF:**

The Investment Report as of March 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2018.

### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of March 2018. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

### **ANALYSIS:**

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2018 was 1.52%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.46%, which is below the benchmark LAIF return of 1.52%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at March 31, 2018 is 1 day. LAIF's average maturity at March 31, 2018 is approximately 183 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

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

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

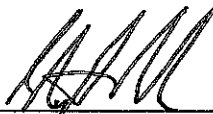
**PUBLIC NOTIFICATION:**

Through the agenda posting process.


**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Assistant Executive Director/Treasurer

Approved:

  
\_\_\_\_\_  
James A. Box  
Executive Director

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
March 31, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.52%	\$ 9,831,901	\$ 9,831,901	\$ 9,822,482	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	(3,632,132)	(3,632,132)	(3,632,132)	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,259,523	3,259,523	3,259,523	Bank of the West

Total Cash Investments and Deposits

**\$ 9,459,291    \$ 9,449,873**

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2010 Tax Allocation Bonds (Tax-Exempt)</b>									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$9.95	\$9.95	\$9.95	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$5,701.76	\$5,701.76	\$5,701.76	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$38.07	\$38.07	\$38.07	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	1.52%	\$1,138,457.28	\$1,138,457.28	\$1,138,457.28	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

**\$1,144,207    \$1,144,207**

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series A and B</b>									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$824,599.84	\$824,599.84	\$824,599.84	US Bank
Principle Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$546.21	\$546.21	\$546.21	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$306.77	\$306.77	\$306.77	US Bank

Total 2016 Series A and B

\$ 825,453

\$825,452.82

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series C and D</b>									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$86.76	\$86.76	\$86.73	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$11.32	\$11.32	\$11.32	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	14.14	\$14.14	\$14.14	US Bank
Cost of Issuance Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank

Total 2016 Series C and D

\$

112

\$112.19

### Total Bond Fund Investments and Deposits (3)

\$1,969,772

\$1,969,772

Notes:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY****POOLED CASH BALANCES BY FUND TYPE****March 31, 2018**

<b>Fund</b>	<b>Cash Balance</b>
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	6,360,831
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(167,428)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	6,365
741 Cash DDR Clawback	3,259,523

**TOTAL CASH BALANCE****\$ 9,459,291**

# **CITY OF STANTON**

## **REPORT TO THE STANTON HOUSING AUTHORITY**

**TO:** Honorable Chair and Members of the Housing Authority

**DATE:** April 24, 2018

**SUBJECT: MARCH 2018 INVESTMENT REPORT (HOUSING AUTHORITY)**

### **REPORT IN BRIEF:**

The Investment Report as of March 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2018.

### **BACKGROUND:**

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of March 2018. A summary of the Housing Authority's investments and deposits is included as Attachment A. The Housing Authority's cash balances by fund are presented in Attachment B.

### **ANALYSIS:**

The Housing Authority's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2018 was 1.52%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.53%, as almost the entire portfolio is invested in LAIF.

With investments almost completely in LAIF, the portfolio is completely liquid, and the weighted average maturity of the Housing Authority's investments at March 31, 2018 is 1 day. LAIF's average maturity at March 31, 2018 is approximately 183 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

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

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.


**PUBLIC NOTIFICATION:**

Through the agenda posting process.

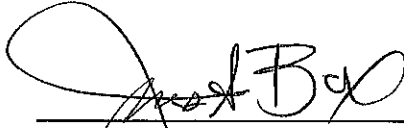
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Assistant Executive Director

Approved:

  
\_\_\_\_\_  
James A. Box  
Executive Director

**Attachments:**

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

**STANTON HOUSING AUTHORITY  
INVESTMENTS AND DEPOSITS  
March 31, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - HA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.52%	\$ 1,204,808	\$ 1,204,808	\$ 1,205,137	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ (445,084)	(445,084)	(445,084)	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.52%	\$ 8,847,213	\$ 8,847,213	\$ 8,838,738	LAIF

**Total Cash Investments and Deposits**

<b>\$ 9,606,937</b>	<b>\$ 9,598,791</b>
---------------------	---------------------

**Notes:**

- (1) - There have been no exceptions to the Investment Policy.  
(2) - The Housing Authority is able to meet its expenditure requirements for the next six months.



**STANTON HOUSING AUTHORITY**

**POOLED CASH BALANCES BY FUND TYPE**

**March 31, 2018**

<b>Fund</b>	<b>Cash Balance</b>
-------------	-------------------------

285 Housing Authority Fund	9,606,937
----------------------------	-----------

**TOTAL CASH BALANCE**

**\$ 9,606,937**

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** April 24, 2018

**SUBJECT: EXTENSION OF CONTRACT WITH EMPIRE PIPE CLEANING AND EQUIPMENT, INC. TO PROVIDE SANITARY SEWER AND CATCH BASIN CLEANING SERVICES AT SAME UNIT PRICES**

### **REPORT IN BRIEF:**

A contract was awarded to Empire Pipe Cleaning and Equipment, Inc. at the September 8, 2015 City Council meeting to perform sanitary sewer cleaning services on an annual basis. The contract is set to terminate on June 30, 2018. The terms of the contract allow for two one-year extensions at the sole discretion of the City. Staff recommends the award of the first extension for the period of July 1, 2018 to June 30, 2019.

### **RECOMMENDED ACTION:**

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities; and
2. City Council to approve a contract extension to the firm of Empire Pipe Cleaning and Equipment, Inc. to perform sanitary sewer cleaning services for the first of two allowable contract renewals at identical unit prices.

### **BACKGROUND:**

Since 2012, the City has been under contract with vendors to clean the City's sewer facilities and respond to emergency situations. Other services under this contract include the annual catch basin cleaning. A request for proposals was advertised August 10, 2015. Staff obtained two (2) proposals and after reviewing the proposals determined Empire Pipe Cleaning and Equipment, Inc. to be the most qualified contractor to provide these services. Other nearby municipalities serviced by Empire Pipe Cleaning and Equipment, Inc. include Fountain Valley, Placentia, Cerritos, La Palma, and Norwalk. The annual cleaning of sewers is essential in preventing sanitary sewer overflows (SSOs) from occurring.

References were checked for Empire Pipe Cleaning and Equipment, Inc. and they were subsequently awarded the contract.

**ANALYSIS/JUSTIFICATION:**

The contract includes the following provision:

3.1.2 Term. The term of this Agreement shall be from October 1, 2015 to June 30, 2018, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional two-year terms. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

During the term of the agreement Empire Pipe Cleaning and Equipment, Inc. has performed extremely well and staff recommends an extension as allowed by the contract. The contract would be extended until June 30, 2019. The contractor has sent a letter requesting the extension with no increases in their rates.

**FISCAL IMPACT:**

Funding for these services is available from the Sewer Maintenance Fund.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(b) as maintenance of existing facilities

**LEGAL REVIEW:**

The City Attorney's office has reviewed the contract amendment and the ability to extend the contract for less the one year provided in the original contract.

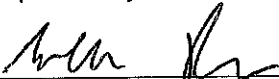
**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.


**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 - Provide a quality infrastructure.

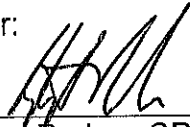
Prepared by:

  
Guillermo Perez  
Associate Engineer

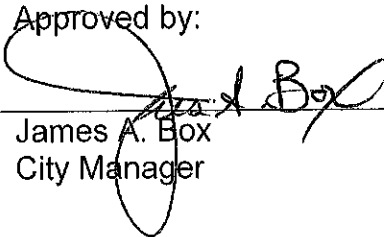
Reviewed by:

  
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) Written Request for Contract Extension
- (2) Letter Agreement to Extend Contract

CONTRACTOR'S LICENSE NO. 363528



## **Empire Pipe Cleaning and Equipment, Inc.**

1788 N. Neville Street • Orange, CA 92865  
(714) 639-8352 • FAX (714) 283-8578

March 15, 2018

Mr. Allan Rigg, PE AICP  
Public Works Director/City Engineer  
City of Stanton Department of Public Works  
7800 Katella Avenue  
Stanton, CA 90680

RE: Contract Extension for Sanitary Sewer Cleaning Services 2018/2019

Dear Mr. Rigg:

Empire Pipe Cleaning and Equipment, Inc is requesting an extension to the subject agreement for fiscal year 2018/2019. We are offering to keep the current contract rates for the next year.

We will continue to follow the scope of work and specifications shown in the current contract. We enjoy working with you and your staff and look forward to working with you in the future.

Thank you for the opportunity to provide you with our services

Regards,

Craig R. Van Thyne  
Vice-President and General Manager



April 11, 2018

**David J. Shawver**  
*Mayor*

**Rigoberto A. Ramirez**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Brian Donahue**  
*Council Member*

**Carol Warren**  
*Council Member*

**James A. Box**  
*City Manager*

**Empire Pipe Cleaning & Equipment, Inc.**  
1788 N. Neville Street  
Orange, CA 92865

Re: Letter Agreement to extend Agreement Between City and Empire Pipe Cleaning & Equipment Inc. for Sanitary Sewer Cleaning Services

Dear Mr. Thyne:

This letter will memorialize and confirm the terms and conditions of an extension of that certain Agreement dated September 8, 2015 (the "Agreement") by and between the City of Stanton ("City") and Empire Pipe Cleaning & Equipment, Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, retained the services of the Contractor for sanitary sewer cleaning services. The City and Contractor extended the original term of the Agreement, as authorized pursuant to the terms of the Agreement, from September 8, 2015 to June 30, 2018. The City and Contractor desire to extend the Agreement a first time, from July 1, 2018 to June 30, 2019 ("Extension").

Except as amended by this Extension, all other provisions of the Agreement remain in full force and effect. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Extension.

AGREED and ACCEPTED:

**CITY OF STANTON**

**EMPIRE PIPE CLEANING**

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

James A. Box  
City Manager

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

Craig Van Thyne  
Business Development

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

\_\_\_\_\_  
Best Best & Krieger LLP



**David J. Shawver**  
*Mayor*

**Rigoberto A. Ramirez**  
*Mayor Pro Tem*

**Alexander A. Ethans**  
*Council Member*

**Brian Donahue**  
*Council Member*

**Carol Warren**  
*Council Member*

**James A. Box**  
*City Manager*

*Attest:*

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

Patricia A. Vazquez  
City Clerk

*Approved as to form:*

\_\_\_\_\_

Mal Richardson  
City Attorney

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** April 24, 2018

**SUBJECT: APPROVAL OF RESOLUTION 2018-14 ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

### **REPORT IN BRIEF:**

To satisfy the accountability requirements of SB-1 Transportation Funding (2017-2018, Beall); the City must adopt a list of projects to be funded with SB-1 funds for FY 2018/19.

### **RECOMMENDED ACTION:**

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution 2018-14, adopting a list of projects to be funded by SB-1 in FY 2018/19.

### **BACKGROUND:**

SB 1 (Beall) was filed with the Secretary of State on April 28, 2017. This bill established a Road Maintenance and Rehabilitation Account (RMRA) in the State Transportation Fund that is intended to address deferred maintenance on the state highway system and the local street and road systems. The bill also requires the California Transportation Commission (CTC) to adopt criteria to ensure efficient use of these funds. The RMRA funds will be provided to cities on a monthly basis, with distributions totaling \$657,782 in FY 2018/19 to Stanton.

### **ANALYSIS/JUSTIFICATION:**

The State requires that each year the City adopt a list of projects to be funded with the next year's funding allocation. Staff has worked with our pavement management



consultant NCE to amend our Pavement Management Plan to include the additional funding. The result is that additional streets can be funded each year for rehabilitation. The streets are as follows and are included in the resolution:

<b>Street</b>	<b>From</b>	<b>To</b>
Cerritos Avenue	Dale Ave e/s	City Limit
Knott Avenue	City Limit	City Limit
Lampson Avenue	City Limit	Beach Blvd w/s
Magnolia Avenue	City Limit n/o Cerritos	City Limit n/o Syracuse
Orangewood Avenue	Beach Blvd e/s	City Limit

**FISCAL IMPACT:**

The City will simply expend the allocated funding on the specific streets as designated.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

**LEGAL REVIEW:**

The City Attorney has reviewed the resolution.

**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

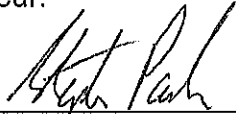
3 - Provide a quality infrastructure.

Prepared by:



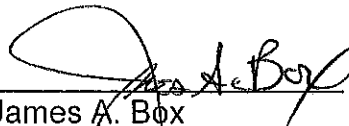
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



Stephen Parker  
Assistant City Manager

Approved by:



James A. Box  
City Manager

**ATTACHMENTS:**

(1) Resolution 2018-14

## **RESOLUTION NO. 2018-14**

### **RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$657,782 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

**WHEREAS**, this is the second year in which the City is receiving SB 1 funding, and it will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation project list; and

**WHEREAS**, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate six major arterials throughout the City this year and hundreds of similar projects into the future; and

**WHEREAS**, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:**

1. The foregoing recitals are true and correct.
2. The City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to pursuant to State CEQA Guidelines Section 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment are not CEQA projects, and here the Resolution includes additional potential projects to be covered by SB 1 funding. Further, the City Council finds the Resolution would be exempt from CEQA pursuant to Section 15301, which consists of the maintenance or minor alteration of existing public structures involving negligible or no expansion of use, and Section 15302, which consists of the replacement or reconstruction of existing structures and facilities, and the City Council finds that no exceptions under State CEQA Guidelines section 15300.2 apply that might otherwise negate the application of this exemption. Finally, the City Council finds that State CEQA Guidelines Section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Resolution has no potential to result in physical change to the environment, directly or indirectly.
3. The fiscal year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues include two-inch overlays on the following in FY 2018/19 and which will have an estimated useful life of 30 years:

Street	From	To
Cerritos Avenue	Dale Ave e/s	City Limit
Knott Avenue	City Limit	City Limit

Lampson Avenue	City Limit	Beach Blvd w/s
Magnolia Avenue	City Limit n/o Cerritos	City Limit n/o Syracuse
Orangewood Avenue	Beach Blvd e/s	City Limit

4. This Resolution shall become effective upon the date of its adoption.

**ADOPTED, SIGNED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

APPROVED AS TO FORM:

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

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-\_\_\_\_ 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 \_\_\_\_\_, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA VAZQUEZ, CITY CLERK

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** April 24, 2018

**SUBJECT: APPROVAL OF DEDICATION OF CITY HALL PROPERTY TO  
BECOME PUBLIC RIGHT OF WAY**

### **REPORT IN BRIEF:**

The City desires to dedicate a portion of fee-owned property on which City Hall is located to become public right of way. The attached offer of dedication identifies the specific area, and when executed will transfer the property.

### **RECOMMENDED ACTION:**

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15305 – Minor Alterations in Land Use Limitations; and
2. Authorize the City Manager to execute the attached Offer of Dedication.

### **BACKGROUND:**

City Hall is located on a 1.89 acre fee-owned parcel of land. The plaza area east of City Hall functions as an area for walking, seating, and for vehicles to drive and drop off people and goods. This area is currently being redeveloped to enhance pedestrian accessibility to City Hall.

### **ANALYSIS/JUSTIFICATION:**

In terms of usage, the subject area east of City Hall functions as part of the public right of way. The dedication will transfer this property to the public right of way. The dedication will match the use of the area with the legal status. Please note the City will still have control over the property. If the property is ever vacated, the title will revert to the City.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15305 – Minor Alterations in Land Use Limitations.

**LEGAL REVIEW:**

The City Attorney has produced the dedication document.

**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

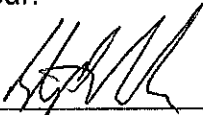
3 - Provide a quality infrastructure.

Prepared by:



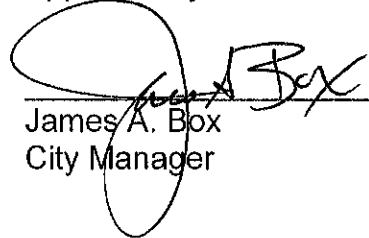
\_\_\_\_\_  
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



\_\_\_\_\_  
Stephen Parker  
Assistant City Manager

Approved by:



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

**ATTACHMENTS:**

(1) Offer of Dedication



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

City Clerk  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

---

Exempt from Recording Fees Per Govt. Code § 27383

**IRREVOCABLE OFFER OF DEDICATION  
OF RIGHT OF WAY**

A. Pursuant to Government Code Section 7050, this Irrevocable Offer of Dedication ("Offer") is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2018 by the CITY OF STANTON, a municipal corporation ("Offeror" or "City"), for exclusive acceptance by the public ("Offeree"). This Offer is irrevocable and shall be absolutely binding upon the Offeror, its heirs, successors, assigns, and all persons claiming an interest in the Dedication Area, defined below, through them.

**RECITALS**

B. Government Code Section 7050 provides that, with the consent of the City, an irrevocable offer of dedication may be granted for any public purpose, and that the dedication may be made by instrument executed, acknowledged and recorded in the same manner as a conveyance of real property.

C. Offeror is the owner in fee of real property located in the City of Stanton, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and depicted in Exhibit "B" attached hereto (the "Dedication Area") and incorporated herein by reference.

D. Offeror has committed to making certain improvements along Cedar Avenue and Katella Avenue (the "Right of Way Improvements"). The Dedication Area constitutes the land on which the Right of Way Improvements are to be completed. Offeror is willing to offer the Dedication Area to the public, subject to the terms and conditions set forth below.

**OFFER TO DEDICATE**

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Offeror hereby offers to dedicate the Dedication Area to Offeree for public right of way, subject to the following terms and conditions (the "Dedication"):

1. **Purpose.** The purpose of this Offer is to allow Offeror to dedicate the Dedication Area to Offeree as public right of way.

2. **Conditions Of Title.** Offeror warrants that the Dedication Area is, and shall remain during the term of this Offer, free and clear of all oral or written leases, contracts,

agreements, easements, liens, assessments, taxes or encumbrances on all or any portion of the Dedication Area (collectively, the "Encumbrances"), except for Encumbrances of record or otherwise known to Offeree.

3. **Time And Manner Of Acceptance.** In accordance with Government Code Section 7050, this Offer shall remain in effect until accepted by Resolution of the City Council or its designee.

4. **Use Of Property Prior To Acceptance Of Offer.** Offeree shall incur no liability with respect to this Offer and shall not assume any responsibility for the Dedication Area or any improvements to the Dedication Area except to the extent that the Dedication Area has been accepted by appropriate action of the City Council.

5. **Offer Runs With Land.** The provisions of this Offer shall inure to the benefit of and be binding upon the owners of the Dedication Area and their heirs, successors or assigns, and any other person claiming an interest in the Dedication Area through them.

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

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

**OFFEROR:**

CITY OF STANTON,  
a California municipal corporation

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

Name: James A. Box

Title: City Manager

*(Proper notarization of signatures is required and shall be attached)*

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 \_\_\_\_\_

)  
)

On \_\_\_\_\_, 2018 before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (seal)

**Exhibit A**

**Legal Description of Dedication Area**

# EXHIBIT "A"

## LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 92-183, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS RECORDED IN BOOK 272, PAGES 44 THROUGH 45, INCLUSIVE, OF PARCEL MAPS, FILED WITH COUNTY RECORDER OF SAID COUNTY; MORE PRECISELY DESCRIBED AS FOLLOW:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL 1 AND WESTERLY LINE OF CEDAR STREET, 152.85 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID PARCEL 1. SAID POINT IS ALSO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 90.72 FEET, CONCAVE EASTERLY. A RADIAL LINE THROUGH SAID POINT BEARS NORTH 27°30'02" WEST;

THENCE 195.87 FEET SOUTHWESTERLY AND SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 123°42'21" TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 1;

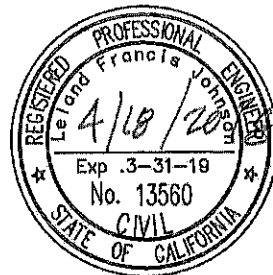
THENCE NORTHERLY ALONG SAID EASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 159.98 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5461 SQUARE FEET, MORE OR LESS

THIS DESCRIPTION WAS PREPARED BY ME  
OR UNDER MY DIRECTION.

*Leland F. Johnson*  
LELAND FRANCIS JOHNSON  
R.C.E. No. 13560 EXP: 3-31-19

DATE



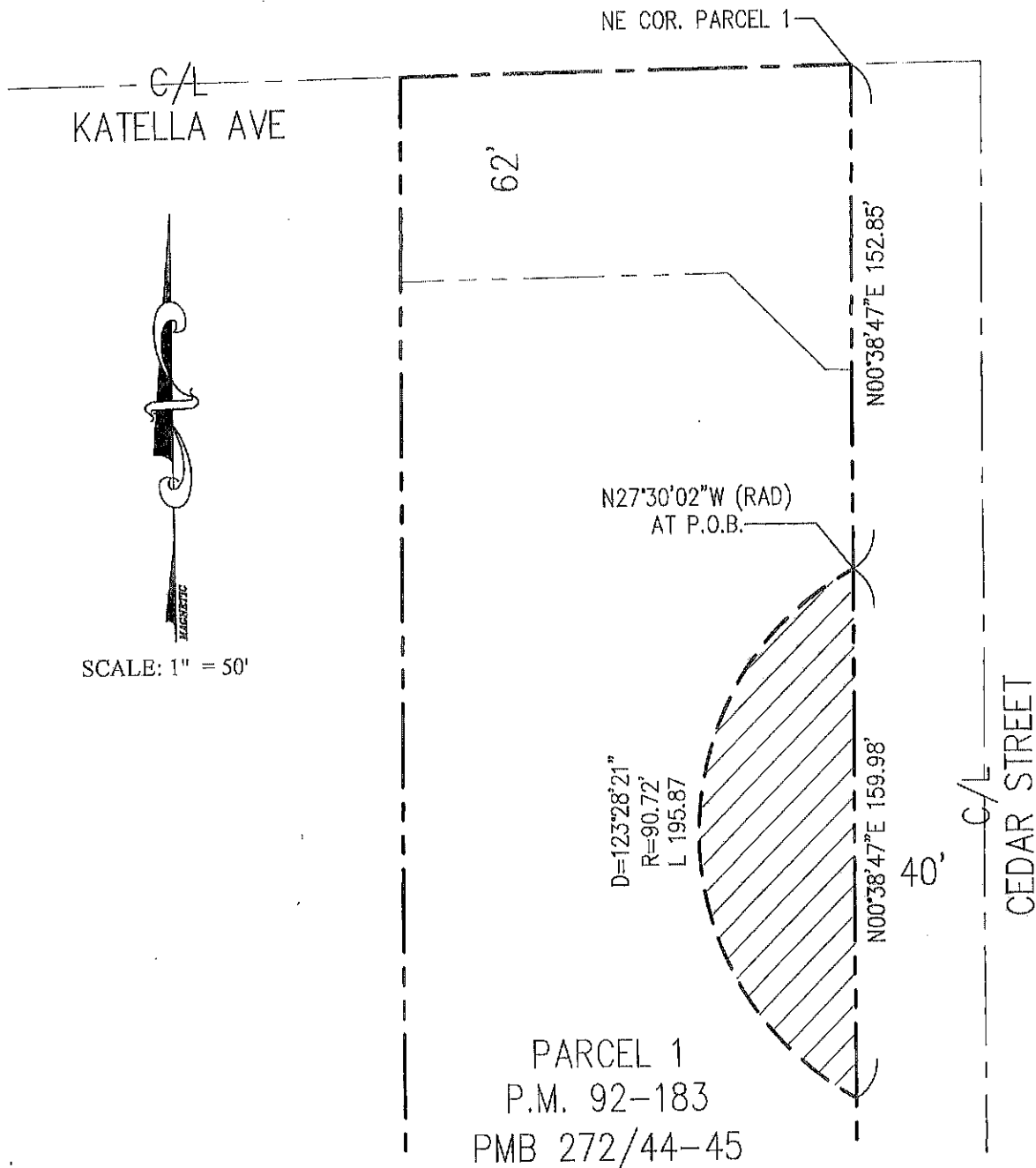
**Exhibit B**

**Depiction of Dedication Area**

[Attached]

# EXHIBIT "B"

## PLAT TO ACCOMPANY THE LEGAL DESCRIPTION



ASSESSOR'S PARCEL NUMBER: 131-091-040  
TOWNSHIP 4 SOUTH, RANGE 11 WEST, SECTION 26, NE  $\frac{1}{4}$   
DATE PREPARED: APRIL 12, 2018

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** April 24, 2018

**SUBJECT: AWARD OF CONTRACT FOR CONSTRUCTION OF THE COMMUNITY CENTER FENCING PROJECT TO QUALITY FENCE COMPANY, INC. BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The bids for the construction of the Community Center Fencing Project were opened April 9, 2018. Based on the post-bid analysis of the six (6) bids received, staff recommends the bid submitted by Quality Fence Company, Inc. to be the lowest responsive and responsible bid at \$59,000.

A budget adjustment is needed to allocate funds for the installation of new fencing at the Community Center. This project will provide our residents a safer way to enjoy all the activities and playground our Community Center offers.

### **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. Award a construction contract for the Community Center Fencing Project to the lowest responsive and responsible bidder, Quality Fence Company, Inc.; and
3. Authorize the City Manager to bind the City of Stanton and Quality Fence Company, Inc. in a contract for the construction of the Community Center Fencing Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and;
5. City Council approve Budget Adjustment No. 2018-26 to appropriate \$64,900 to the Community Center account of the Capital Projects Fund for this project.



## **BACKGROUND:**

Staff has had ongoing issues with people loitering and sleeping at the Community Services center at night and on weekends. They often leave trash and have no bathroom opportunities other than on the ground. An additional issue is that many of the employees from businesses on Beach Boulevard park in the residential neighborhood along Santa Paula and use the Center as access to these vehicles. This creates a negative parking impact for the residents and for people trying to use the center.

One solution would be to fence the entirety of the Center property with the exception of the parking lot. There would only be customer access from Santa Paula and no access from Beach Boulevard except for employees. The parking lot would be for employees only and currently it is rarely used by customers of the Center. The existing chain link fencing would be removed, which would allow for more usable space enclosed by the new fencing. The functioning of the outside areas of the center would be greatly enhanced as there would be no barriers between the playground, the grass area, and the concrete pad area.

## **ANALYSIS/JUSTIFICATION:**

On March 22, 2018, the bid documents for the Community Center Fencing 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. Bids were received on April 9, 2018 at 2:00 p.m. with the help and presence of our City Clerk.

## **FISCAL IMPACT:**

The cost to furnish and install all the necessary materials and labor with the 10% contingency is \$64,900.

The Parks and Recreation Facilities Fund does not currently have the necessary funding available for this project but it is anticipated that it will within the coming months. As such, the Capital Projects Fund will cover the cost of the fencing and be repaid in the next fiscal year by a Transfer In from the Parks and Recreation Facilities Fund, which will be funded from Quimby fees for current residential developments. Budget Adjustment No. 2018-26 will budget funds for the project.

## **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.

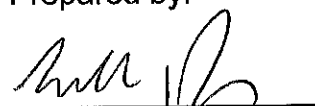
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:



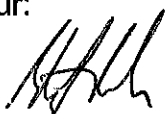
Guillermo Perez  
Associate Engineer

Reviewed by:



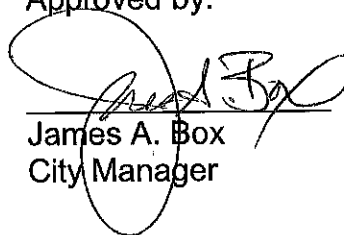
Allan Rigg, P.E., AICP  
Director of Public Works/City Engineer

Concur:



Stephen Parker, CPA  
Assistant City Manager

Approved by:



James A. Box  
City Manager

**Attachments:**

- (1) Budget Adjustment 2018-26
- (2) Construction Contract
- (3) Quality Fence Company, Inc. Bid

**CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION**

Fiscal Year: 2017-18

Department: Public Works

Requested By: Allan Rigg

City Council Approval: \_\_\_\_\_

Availability of Funds: \_\_\_\_\_

Administrative Services Department

BA # 2018-26  
Date: April 17, 2018  
Title: Public Works Director  
Date: April 24, 2018  
Title: Assistant City Manager

[illegible]

**JUSTIFICATION:**

To provide appropriation for fencing at the Stanton Community Services Center.

Budget Adjustment Request Approved: \_\_\_\_\_

Date \_\_\_\_\_

**Budget Adjustment Processed:**

Entered by

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

# **CITY OF STANTON CONTRACT**

## **Community Center Fencing Project**

### **I.**

This Contract is made and entered into on the 24th Day of April, 2018 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and Quality Fence Company, 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: \$59,000.00.

### **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 fifty-nine thousand dollars and zero cents (\$59,000.00) 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 **Thirty (30)** 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 Quality Fence Company, 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 removal of existing fence, furnish and installation of new fence, 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 February 27, 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 Obligee 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 Quality Fence Company, Inc. (hereinafter designated as the "Contractor"), a contract dated April 24, 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 the removal of existing fence, furnish and installation of new fence, 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 Obligees 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 Obligee 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 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:

- ☐ Any Automobiles
- ☐ All Owned Automobiles
- ☐ Non-owned Automobiles
- ☐ Hired Automobiles
- ☐ Scheduled Automobiles
- ☐ Garage Coverage

- ☐ Truckers Coverage
- ☐ Motor Carrier Act
- ☐ Bus Regulatory Reform Act
- ☐ Public Livery Coverage
- ☐
- ☐

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 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 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**

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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**

*IRON FENCE*  
**BID SHEET**  
**CONCRETE IMPROVEMENTS PROJECT**

BIDDERS NAME: *Quality Fence Co INC 800-585-8525*

PRINT or TYPE

#	DESCRIPTION	ESTIMATED QUANTITY	UNIT QTY	ITEM COST (Numbers)
1	All necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper construction of this project.	1	LS	\$ 59,000 <sup>00</sup>

<b>Total Base Bid in NUMBERS:</b>	\$ 59,000 <sup>00</sup>
<b>Total Base Bid in WORDS:</b>	<i>Fifty Nine Thousand</i> Dollars <i>and NO</i> Cents

NOTE. The City reserves the right 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.

**GUIDELINES:**

1. Contractor to submit design and color to match existing brown fence on site for approval prior start of the project for approval.
2. Contractor must remove existing 260' chain link fence, post, gate and perform the necessary path work once post are removed.
3. For an on-site job walk please contact Guillermo Perez at 714-890-4204 to set up a meeting.
4. The City of Stanton is providing an estimate on the distance for the chain link fence removal and for the new steel fencing required. Contractors are to verify exact measurements required to complete this project.

*WC*  
- president.